

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

YVONNE MOORE, an individual,

Plaintiff,

v.

WILLIE LONDON, an individual,

Defendant.

No. [Cause Number]

COMPLAINT FOR DAMAGES

For her Complaint, Yvonne Moore alleges as follows:

I. PARTIES

1. Plaintiff Yvonne Moore resides in Seattle, Washington, and has resided therein during all times relevant to this action.

2. Defendant Willie London resides in Seattle, Washington, and has resided therein during all times relevant to this action.

II. JURISDICTION AND VENUE

3. The events giving rise to the claims asserted herein occurred in the Seattle, King County, Washington. This action arises under the federal Fair Housing Act, as amended, 42 U.S.C. §§ 3601, *et seq.*, the Washington Law Against Discrimination, Chapter 49.60 RCW, the Residential Landlord-Tenant Act, Chapter 59.18 RCW, and common law.

1
2 4. The court has original jurisdiction over the subject matter of this action
3 pursuant to RCW 2.08.010.

4 5. Venue is proper in King County under RCW 4.12.025(1), in that defendant
5 resides in King County.

6 **III. FACTUAL ALLEGATIONS**

7 6. Upon information and belief, at all times relevant to this action, Willie London
8 owned a rental apartment property located at 101 27th Avenue in Seattle, Washington.

9 7. On or about April 28, 2005 through on or about April 30, 2008, Defendant
10 rented an apartment unit at 101 27th Avenue to Plaintiff.

11 8. The Housing Choice Voucher Program, also known as Section 8, issues
12 vouchers that cover part of the monthly rent for privately-owned apartments or homes.
13 Vouchers may be used to rent a unit from landlords willing and eligible to participate in the
14 program.

15 9. At all times relevant to this action, plaintiff participated as a tenant in the
16 Housing Choice Voucher Program, and defendant participated in the program as a landlord.
17 Plaintiff used vouchers under the Section 8 program to pay for a portion of her rent to
18 defendant.

19 10. During plaintiff's tenancy, defendant persistently told plaintiff that she should
20 go out with him. On occasion, plaintiff informed defendant that she would be late on her
21 portion of the rent payment. Each time, defendant told plaintiff that if she would just let him
22 take her out, she would not have to worry about late fees and rent. Plaintiff told defendant she
23 did not feel comfortable with him asking her out on a date.

24 11. Defendant also frequently made comments about plaintiff's appearance, saying
25 things such as "nice pants" and "nice booty." These comments made plaintiff uncomfortable.
26

1 12. Defendant also often monitored plaintiff's activities by looking through her
2 windows from outside the apartment building. He also sometimes called her on the telephone
3 to ask about what she was doing or to ask about her friend Natasha. On one occasion,
4 defendant called her and asked where her "big booty" friend was and also asked why plaintiff
5 would not let him take her out. Plaintiff told defendant that her friend was not there, and
6 defendant responded that he knew she was, because he could see them through her window.
7 Plaintiff and her friend were disturbed to learn he was watching them. Plaintiff told defendant
8 to stop stalking her, then hung up. At other times, plaintiff also saw defendant looking from
9 the street into her windows in the evening, which made her feel uncomfortable and unsafe.

11 13. On or about December 13, 2007, plaintiff was returning to her apartment with
12 her mother and her friend. Plaintiff was carrying several bags and dropped one, spilling some
13 items. Defendant was in the parking lot and came over as she was picking up the dropped
14 items. Among the dropped items were tampons. Defendant picked some up and made a
15 comment to the effect of, "Super Plus – that sounds like my size."

17 14. In January 2008, plaintiff's dryer broke down. She asked defendant to fix it.
18 He ignored her requests, and when she told him it was his responsibility to fix it, he said if she
19 let him take her out, maybe her dryer would get fixed faster.

21 15. In mid-March 2008, defendant was taking photographs of plaintiff's children
22 while the children were outside playing. When they ran around the corner, he continued to
23 follow them. When plaintiff confronted defendant, he told her he could take pictures of
24 whatever he wanted. She told him he was being a pervert and also that her daughter said he
25 was looking at her in a way that made her feel uncomfortable. Because she feared for her
26 safety and the safety of her children, plaintiff filed a police report about this incident.



1 16. Also, in mid-March 2008, defendant started an argument with plaintiff,
2 erroneously claiming that she owned a table which was placed in the hall and demanding that
3 she move it. During the argument, plaintiff told defendant that she was going to make a claim
4 about him for sexual harassment. At this point, defendant became very angry. Defendant
5 then responded that plaintiff should go ahead and do it because it would not stand up in court.
6

7 17. On or about Easter Sunday, March 23, 2008, plaintiff's stove broke down.
8 Defendant would not agree to fix it, and accused plaintiff of doing something to the stove to
9 break it. He also told plaintiff he could come in to the apartment whenever he wanted without
10 notice to fix it; this comment made plaintiff fearful. The next week, plaintiff went to the
11 Seattle Housing Authority to report defendant's behavior toward her. She found that the
12 defendant was already there making complaints about her.
13

14 18. In April 2008, plaintiff found a notice attached to her apartment door dated
15 April 3, 2008 informing her that she had three days to pay \$10,911.00 or vacate. Defendant
16 claimed that the amount due represented late fees and penalties for alleged occurrences that
17 plaintiff was unable to timely pay her rent. Prior to this notice, defendant had never sought to
18 recover late fees from plaintiff or given her any notice about late fees.
19

20 19. In response, plaintiff contacted the Seattle Housing Authority seeking guidance
21 on how to deal with defendant's demand. A Seattle Housing Authority employee advised
22 plaintiff to give proper notice and move out of the apartment, because if plaintiff had been
23 evicted, she and her three children would have become ineligible for the Section 8 housing
24 voucher program. Plaintiff gave the required notice and moved out of the apartment on
25 April 30, 2008.
26



1 28. Defendant's conduct in altering the terms, conditions, or privileges of the
2 rental agreement because Ms. Moore opposed and threatened to report the sexual harassment
3 constitutes retaliation in violation of the federal Fair Housing Act, 42 U.S.C. § 3617.

4 29. Defendant's actions violate the Fair Housing Act.

5 30. Plaintiff has been harmed as a result of Defendant's retaliatory conduct.

6 31. Plaintiff is entitled to injunctive relief and monetary relief for compensatory
7 and punitive damages, including, but not limited to, attorneys' fees and costs.

8 **C. VIOLATION OF WASHINGTON LAW AGAINST DISCRIMINATION,**
9 **CHAPTER 49.60 RCW – DISCRIMINATION**

10 32. Paragraphs 1-31 are realleged and incorporated by reference herein.

11 33. Defendant's conduct constitutes sexual harassment and sex discrimination
12 under the Washington State Law Against Discrimination, Chapter 49.60 RCW. The
13 conditioning of housing benefits on sexual favors constitutes *quid pro quo* sexual harassment,
14 and the harassment was sufficiently severe and pervasive to create a hostile environment.

15 34. Defendant's actions violate the Washington State Law Against Discrimination,
16 Chapter 49.60 RCW.

17 35. Plaintiff is entitled to injunctive relief and monetary relief for compensatory
18 damages, as well as attorneys' fees and costs.

19 **D. VIOLATION OF WASHINGTON LAW AGAINST DISCRIMINATION,**
20 **CHAPTER 49.60 RCW – RETALIATION**

21 36. Paragraphs 1-35 are realleged and incorporated by reference herein.

22 37. Defendant's actions constitute retaliation against Plaintiff for opposing and
23 threatening to report sexual harassment in violation of the Washington State Law Against
24 Discrimination, Chapter 49.60 RCW.

25 38. Plaintiff is entitled to injunctive relief and monetary relief for compensatory
26 and punitive damages, including but not limited to attorneys' fees and costs.

E. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1 39. Paragraphs 1-38 are realleged and incorporated by reference herein.

2 40. Defendant engaged in intentional and/or reckless conduct toward Plaintiff that
3 was extreme and outrageous.

4 41. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered
5 severe emotional distress and other damages in an amount to be proven at trial.

6 **F. VIOLATION OF CHAPTER 59.18 RCW**

7 42. Paragraphs 1-41 are realleged and incorporated by reference herein.

8 43. RCW 59.18.260 provides that "no deposit may be collected by a landlord
9 unless the rental agreement is in writing and a written checklist or statement specifically
10 describing the condition and cleanliness of or existing damages to the premises and
11 furnishings including, but not limited to, walls, floors, countertops, carpets, drapes, furniture,
12 and appliances is provided by the landlord to the tenant at the commencement of the tenancy.
13 The checklist or statement shall be signed and dated by the landlord and the tenant and the
14 tenant shall be provided with a copy of the signed checklist or statement. No such deposit
15 shall be withheld on account of normal wear and tear resulting from ordinary use of the
16 premises."

17 44. Plaintiff received a document from defendant at the end of the tenancy that
18 alleged damages to the premises she rented from him. The document conflicts with
19 photographs taken by plaintiff of the good condition of her unit when she moved out.
20 Defendant never presented plaintiff with a checklist for her signature describing the condition
21 of the premises as required by law.

22
23 45. Defendant breached his agreement with plaintiff by failing to return plaintiff's
24 \$750 deposit within 14 days of termination of the rental agreement pursuant to RCW
25 59.18.280.
26

1 46. As a direct and proximate result of defendant's contractual breach, plaintiff has
2 suffered damages in the amount of \$750, as well as attorneys' fees and costs. Defendant is
3 liable to plaintiff for breach of contract and violation of Chapter 59.18 RCW in an amount to
4 be determined at trial.

5 **V. PRAYER FOR RELIEF**

6 WHEREFORE, plaintiff prays for relief as follows:

7 A. Judgment for all damages suffered by Plaintiff that were proximately caused
8 by Defendant's actions complained of herein;

9 B. Judgment for damages for emotional distress, stress, and anxiety in an amount
10 to be established at trial;

11 C. Judgment for punitive damages as authorized by law;

12 D. Judgment for reasonable attorneys' fees and costs;

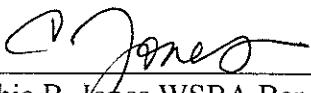
13 E. Pre-judgment and post-judgment interest, as appropriate, on all judgment
14 amounts;

15 F. Leave to amend this Complaint to conform to evidence later discovered, pled,
16 or offered; and

17 G. Such other relief as the Court deems just and equitable.

18
19 DATED this 11th day of December, 2009.

20
21 **RAFEL LAW GROUP PLLC**

22 By 
23 Cynthia B. Jones WSBA Bar # 38120
24 Cooperating Attorney for Legal Voice

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