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22 SUPERIOR COURT OF THE STATE OF CALIFORNIA

23 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

24 KOREAN RESOURCE CENTER,  
25 HYUNSIM JOO, and EVA OCEGUERA,

26 Petitioners and Plaintiffs,

27 vs.

28 HOUSING AUTHORITY OF THE CITY OF  
LOS ANGELES, LOURDES CASTRO  
RAMIREZ, and DOES 1-10.

Respondents and Defendants.

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County of Los Angeles  
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By Y. Tarasyuk, Deputy Clerk

Case No. **26STCPO2002**

**VERIFIED PETITION FOR WRIT OF  
MANDATE; COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE  
RELIEF**

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## INTRODUCTION

1. The Legislature has declared that it is crucial to “provide for effective communication between all levels of government in this state and the people of this state who are precluded from utilizing public services because of language barriers,” because “[t]he effective maintenance and development of a free and democratic society depends on the right and ability of its citizens and residents to communicate with their government and the right and ability of the government to communicate with them.” Gov’t Code § 7291.
2. Meaningful and equitable language access to government services is particularly critical in Los Angeles, where more than half of residents speak a language other than English at home, and a quarter have limited English proficiency.<sup>1</sup> Approximately half of residents with limited English proficiency have such a low income that they qualify for subsidized housing such as Section 8 programs.<sup>2</sup>
3. However, the Housing Authority of the City of Los Angeles, which provides “the largest supply of quality affordable housing to residents of the City of Los Angeles” according to its website, does not provide adequate translation, interpretation, or other language services. The Housing Authority’s practice of not providing language access services deprives residents with limited English proficiency of full and equal access to affordable housing resources. This unfairly restricts access to affordable housing on the basis of race, color, national origin, ancestry, and ethnic group identification.
4. The Housing Authority’s failure to provide meaningful and equitable language access in its Section 8 program is particularly pernicious because one of the goals of the program is to promote a more integrated society by allowing tenants to rent privately owned units in the neighborhoods of their choice. *See* 42 U.S.C. § 1437f (purpose of voucher program is “aiding low-income families in obtaining a decent place to live and of promoting economically

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26 <sup>1</sup> Limited English proficiency is defined as individuals who report speaking English less than  
27 “very well.” Migration Pol’y Inst., Los Angeles Demographic and Socio-Economic Characteristics  
28 by English Proficiency Status and Language Spoken at Home among LEP Individuals (2023), on  
file with the author.

<sup>2</sup> *Id.*

1 mixed housing”). People with limited English proficiency are unable to be part of that effort  
2 to remedy segregation in Los Angeles when the Housing Authority does not take appropriate  
3 steps to ensure their ability to participate.

4 5. Petitioners bring this case to enjoin the Housing Authority from unlawfully depriving people  
5 with limited English proficiency of access to affordable housing services. Petitioner Korean  
6 Resource Center regularly expends its scarce resources to provide language services and  
7 related advocacy on behalf of the Korean community because the Housing Authority does  
8 not provide adequate language access directly. Petitioners Hyunsim Joo and Eva Ocegüera  
9 have experienced barriers to and have been deprived of affordable housing services because  
10 the Housing Authority refused to provide interpretation and translation despite being  
11 informed of their linguistic needs.

12 6. Therefore, Petitioners bring this case to enjoin the Housing Authority from unlawfully  
13 depriving people with limited English proficiency of meaningful and equitable access to  
14 affordable housing services.

15 **PARTIES**

16 7. Korean Resource Center is a non-profit community organization with deep roots in the  
17 Korean American, Asian American, and broader immigrant communities in greater Los  
18 Angeles. Korean Resource Center empowers immigrant and Korean American communities  
19 in Southern California to fully exercise their civic rights. It strives to cultivate leadership,  
20 strengthen political power, and drive social justice through multilingual social and legal  
21 services, education, and advocacy for immigrant communities in southern California. A core  
22 part of Korean Resource Center’s mission is to provide social services on immigration,  
23 health, and housing. This mission is frustrated by the Housing Authority’s failure to ensure  
24 that people with limited English proficiency have equal access to its affordable housing  
25 programs. Many of those served have applied for or are currently living in the Housing  
26 Authority’s subsidized housing programs. Korean Resource Center diverts its scarce  
27 resources to assist members of the community who are not proficient in English with  
28 information, form completion, and other assistance related to the Housing Authority services

1 because the Housing Authority fails to provide meaningful language access services,  
2 including effective translation and interpretation.

3 8. Hyunsim Joo is an indigent mother who participated in the Section 8 Emergency Housing  
4 Voucher program administered by the Housing Authority during the relevant time periods  
5 referenced herein. She emigrated from South Korea and is ethnically Korean. She has limited  
6 English proficiency, and her primary language is Korean. She has resided in Los Angeles  
7 County at all times relevant to this Petition/Complaint.

8 9. Eva Ocegüera is an indigent grandmother who has participated in the Section 8 Housing  
9 Choice Voucher Program administered by the Housing Authority at all relevant times. She  
10 emigrated from Mexico and is ethnically Mexican. She has limited English proficiency, and  
11 her primary language is Spanish. She has resided in Los Angeles County at all times relevant  
12 to this Petition/Complaint.

13 10. The Housing Authority of the City of Los Angeles is a local public agency that administers  
14 affordable housing programs for low-income residents of the City of Los Angeles. The  
15 Housing Authority is one of the nation’s largest public housing authorities, with an annual  
16 budget of more than \$2.4 billion from various sources, including the State of California. The  
17 Housing Authority receives funding through various U.S. Department of Housing and Urban  
18 Development (HUD) programs and state and local grants. These include initiatives  
19 administered by the California Department of Housing and Community Development and  
20 the Strategic Growth Council.

21 11. Lourdes Castro Ramirez is the President and Chief Executive Director at the Housing  
22 Authority. Ms. Ramirez has the duty to oversee the operation of the Housing Authority and  
23 to execute policies and procedures implementing civil rights laws in California. At all  
24 material times relevant to this suit, Ms. Ramirez was domiciled in Los Angeles, California.

25 12. Petitioners are ignorant of the true names of Respondents sued under fictitious names Does 1  
26 through 10. Petitioners will give notice of their true names and capacities when ascertained.  
27 On information and belief, each Respondent designated as Doe is responsible in some  
28 manner for the events and happenings herein referred to, that each is the agent, servant, or

1 employee of the others, and in doing the things alleged herein alleged, was acting with the  
2 scope of such agency or employment. Petitioners will seek leave of Court to amend this  
3 Petition and insert the true names of such Respondents when they are ascertained.

#### 4 JURISDICTION AND VENUE

- 5 13. This Court is a court of general jurisdiction and therefore has jurisdiction over the matter.  
6 14. Venue is proper in this district because the events and parties which are the subject of this  
7 Petition and Complaint are within the County of Los Angeles.

#### 8 STATEMENT OF FACTS

- 9 15. The Housing Authority is required to operate in a manner that ensures that each individual  
10 with limited English proficiency has meaningful and equitable access to programs and  
11 services, pursuant to California’s civil rights and fair housing laws. Gov’t. Code §§ 11135  
12 *et seq.*; Gov’t Code §§ 12920 *et seq.* (California Fair Employment and Housing Act  
13 (FEHA)); Gov’t Code §§ 7290 *et seq.* (Dymally-Alatorre Bilingual Services Act); Gov’t  
14 Code § 8899.50 (Affirmatively Furthering Fair Housing mandate).  
15 16. The Housing Authority has a written policy entitled “Limited English Proficiency Services,”  
16 developed in 2010, that purports to provide meaningful language access.  
17 17. However, the content, structure, and implementation of the written policy have led to a  
18 regular practice of depriving people with limited English proficiency of access to its  
19 programs and services.

#### 20 ***I. The Housing Authority’s Failure to Provide Qualified Interpreters or Qualified Bilingual*** 21 ***Staff***

- 22 18. The Housing Authority regularly denies interpretation services to individuals with limited  
23 English proficiency, including those who speak Spanish and Korean, the two most prevalent  
24 non-English languages in Los Angeles. The Housing Authority does this even though its  
25 written policy acknowledges that “[a]ll LEP applicants, participants, and residents have the  
26 right to free interpreter services when s/he states a need or staff observes difficulty  
27 communicating in English” regardless of how common their language is.  
28 19. The Housing Authority refuses to provide qualified interpreter services to individuals with

1 limited English proficiency despite being on notice of their need for an interpreter, thereby  
2 depriving them of equal access to its services.

3 20. For example, Ms. Hyunsim Joo reads and speaks primarily in Korean and has limited English  
4 proficiency.

5 21. During Ms. Joo’s participation in a Housing Authority program, she never received adequate  
6 interpretation services when visiting the office, despite requesting interpretation multiple  
7 times.

8 22. On several occasions, Ms. Joo was unable to see her advisor at all because she could not  
9 communicate at the front desk due to her limited English. The front desk staff did not take  
10 any steps to secure competent interpreter services for Ms. Joo.

11 23. There were only two visits when Ms. Joo received some assistance with language access,  
12 through telephone interpretation by a Housing Authority staff member. However, that  
13 interpreter failed to interpret a significant number of the provisions of a document that Ms.  
14 Joo was asked to sign. As a result, Ms. Joo had to sign the form without understanding some  
15 of its contents. Furthermore, the Korean interpretation that Ms. Joo received was not  
16 competent, as the Korean staff member interpreter injected his personal opinions on what  
17 Ms. Joo should do instead of interpreting between Ms. Joo and HACLA staff. The staff  
18 member was visibly annoyed and rushed to end the meeting.

19 24. Similarly, Ms. Eva Ocegüera, who has limited English proficiency and speaks primarily in  
20 Spanish, has communicated numerous times to the Housing Authority that her primary  
21 language is Spanish and she has limited ability to understand English. But she has never had  
22 a Spanish-speaking bilingual advisor assigned to her for the two decades she has participated  
23 in the Housing Authority’s program, and she has never reliably received language access  
24 services.

25 25. Each time Ms. Ocegüera visits the Housing Authority, she requests an interpreter by going  
26 to the reception window and saying in English, “Please, Spanish.” In response, Housing  
27 Authority staff often get visibly frustrated and instruct Ms. Ocegüera to wait. Ms. Ocegüera  
28 has had to wait for many hours as a result.

- 1 26. On multiple occasions, Ms. Ocegüera went into the Housing Authority office early in the  
2 morning only to leave at the end of the day without meeting her advisor, because the Housing  
3 Authority failed to provide any interpretation services.
- 4 27. On several occasions, the Housing Authority has insisted that meetings take place in English  
5 and used Google Translate to translate parts of documents that the Housing Authority  
6 selected without any spoken explanation or discussion in Spanish.
- 7 28. Only on a handful of occasions did Ms. Ocegüera receive interpretation assistance from  
8 Spanish-speaking staff. When she received interpretation, a bilingual Housing Authority  
9 staff member would directly express their displeasure towards Ms. Ocegüera regarding her  
10 need for interpretation and would rush to prematurely end the meeting.
- 11 29. To their knowledge, neither Ms. Joo nor Ms. Ocegüera received interpretation by an external  
12 language services vendor or contract interpreter, even though Housing Authority’s written  
13 policy states that, when there are no bilingual staff members competent to provide interpreter  
14 services, “staff shall make requests for competent interpreter services through an assistant  
15 manager or higher,” to utilize outside interpreter vendors paid for by the Housing Authority,  
16 or use “certified community volunteers.”
- 17 30. The Housing Authority has a practice of depriving individuals with limited English  
18 proficiency, like Ms. Joo and Ms. Ocegüera, equitable and meaningful access to Section 8  
19 programs by refusing to provide competent interpretation services.
- 20 31. The Housing Authority’s unlawful practices force many individuals with limited English  
21 proficiency to rely on private individuals or community organizations like Korean Resource  
22 Center to communicate with the Housing Authority.
- 23 32. Korean Resource Center has had to provide interpretation and translation services to and  
24 advocacy on behalf of Korean-speaking individuals with limited English proficiency trying  
25 to access housing benefits administered by the Housing Authority, because the Housing  
26 Authority has failed to provide meaningful language services to those individuals. For  
27 example, Korean Resource Center has assisted approximately 200 individuals seeking  
28 access to the Housing Authority’s waiting list by completing and submitting their

1 applications; provided correspondence in English on behalf of Korean-speaking individuals  
2 communicating with the Housing Authority; interpreted and translated English-only forms  
3 and paperwork the Housing Authority gives to Korean-speaking individuals; and assisted  
4 people who lost their place on the Section 8 waiting list or otherwise experienced negative  
5 repercussions from the Housing Authority because they could not understand information  
6 and documents from the Housing Authority that were only provided in English.

7 ***II. The Housing Authority's Reliance on Interpretation by Children***

8 33. The Housing Authority regularly pressures parents and grandparents with limited English  
9 proficiency to bring their children to interpret and then relies on the children to provide  
10 interpretation services.

11 34. For example, when Ms. Joo was able to get past the reception and meet her designated  
12 advisor, the advisor would rebuke Ms. Joo for requesting an interpreter and ask why Ms. Joo  
13 failed to bring her child or a friend to interpret for her. In such cases, Ms. Joo would explain  
14 that she did not want to bring her minor child because her child was attending school. Ms.  
15 Joo also did not want her child to witness how the Housing Authority's staff yelled at,  
16 berated, and ridiculed Ms. Joo during these visits.

17 35. Ms. Joo realized from these interactions that her advisor would not meet with her if she did  
18 not bring her own interpreter. In order to avoid removing her child from school and exposing  
19 them to the Housing Authority's harassment, Ms. Joo was forced to ask an acquaintance to  
20 accompany her to the Housing Authority office to interpret, even though it meant that this  
21 person ended up learning sensitive personal information about Ms. Joo and her family. This  
22 privacy invasion was embarrassing for Ms. Joo and caused her emotional distress.

23 36. Similarly, Ms. Ocegüera had no other option but to rely on her minor children to interpret  
24 for her because the Housing Authority failed to provide adequate interpretation services  
25 during her visits to the office.

26 37. During these visits, Ms. Ocegüera's children assisted her in requesting a qualified  
27 interpreter, but the Housing Authority refused those requests.

28 38. Ms. Ocegüera's children faced significant challenges in interpreting for their mother. The

1 children often did not understand the complex concepts or terminology involved in the rules  
2 and procedures of subsidized housing that Ms. Ocegüera needed to discuss with Housing  
3 Authority staff. They also did not possess the necessary vocabulary to translate technical  
4 terms pertaining to her housing subsidy in Spanish. Even though the children attempted to  
5 interpret what they could understand in Spanish, Ms. Ocegüera frequently could not  
6 comprehend what Housing Authority staff were trying to communicate to her.

7 39. Ms. Ocegüera’s children also had to miss school when they interpreted for the Housing  
8 Authority and their mother.

9 40. Ms. Ocegüera felt distressed about placing her children in such a difficult position. But she  
10 had no other option, as she could lose her entire family’s housing if she did not comply with  
11 the Housing Authority’s rules and requirements.

12 41. Ms. Ocegüera saw firsthand how the Housing Authority’s conduct affected her children.  
13 Housing Authority staff were rude, rushed, and aggressive towards her children, and her  
14 children had to watch Housing Authority staff treat her the same way. Ms. Ocegüera wanted  
15 to shelter her children from these behaviors, but it was impossible given her family’s need  
16 for affordable housing.

17 42. Furthermore, relying on interpretation through her minor children also meant that Ms.  
18 Ocegüera was forced to disclose sensitive information in the presence of her children.

19 43. In its written policy, the Housing Authority strongly discourages “[t]he use of informal  
20 interpreters, such as family members (including minors), friends, legal guardians, or  
21 advocates . . . .” The written policy provides that informal interpreters “should be limited to  
22 emergencies and must be brief and transitory (for instance to identify the language being  
23 spoken).”

24 44. The written policy even states that the individual with limited English proficiency who is  
25 requesting the use of an informal interpreter should “sign a waiver of free interpreter services  
26 in the LEP’s preferred language or through site [sic] translation,” and, if possible, Housing  
27 Authority staff to observe the informal interpreter’s interpretation “to ensure it is thorough  
28 and accurate” and to “certify[] the accuracy of the translation.”

1 45. The Housing Authority did not ask Ms. Joo or Ms. Ocegüera to sign such a waiver. Nor did  
2 the Housing Authority observe the children’s interpretation to ensure that the interpretation  
3 offered by the children or Ms. Joo’s informal interpreter was thorough and accurate.

4 46. Despite the written policy, the Housing Authority has a practice of compelling individuals  
5 with limited English proficiency to use children or other personal contacts to interpret for  
6 them.

7 ***III. The Housing Authority’s Failure to Provide Written Translations***

8 47. Individuals with limited English proficiency regularly receive written communication from  
9 the Housing Authority exclusively in English, even when they have communicated their  
10 language access needs to the Housing Authority.

11 48. As a result, those with limited English proficiency are frequently unable to understand  
12 important correspondence, such as notices, letters, and requests that carry serious  
13 consequences for their housing subsidies.

14 49. For instance, the Housing Authority has sent Ms. Joo only English correspondence,  
15 including documents and notices that required timely response and carried significant  
16 potential repercussions, such as termination of benefits and homelessness.

17 50. The Housing Authority once sent Ms. Joo a “Second and Final Notice of Annual Review  
18 (Mail In),” which informed her, only in English, that she needed to submit the specified  
19 documents by a certain date, and that otherwise, Ms. Joo would “LOSE [HER] Section 8  
20 BENEFITS.” The notice contained a separately typed list of documents, which were also  
21 only in English. The documents did not include a notice of interpreter services. Ms. Joo  
22 could not understand the notice.

23 51. Similarly, the Housing Authority has failed to reliably provide Ms. Ocegüera with translated  
24 correspondence in Spanish.

25 52. The Housing Authority has required Ms. Ocegüera to sign documents she did not understand  
26 because the paperwork was only in English. This included her Section 8 application.

27 53. After over 15 years of participation in Housing Authority’s program, Ms. Ocegüera has  
28 begun to receive some, but not all, notices in Spanish. There is no consistent or reliable

1 pattern as to what notices are translated. When Ms. Ocegüera requested a Spanish version  
2 of an English-only notice that the Housing Authority sent to her earlier this year, the Housing  
3 Authority did not respond. Therefore, Ms. Ocegüera continues to need to rely on her children  
4 or other third parties to translate the English-only notices to her.

5 54. The Housing Authority has also sent Ms. Ocegüera notices that were only partly translated  
6 in Spanish. For example, Ms. Ocegüera received notices informing her of defects in her unit,  
7 but she could not understand what the Housing Authority deemed defects because the  
8 Housing Authority did not provide the unit-specific information in Spanish. In another  
9 instance, Ms. Ocegüera could not understand the Housing Authority's "Second and Final  
10 Notice of Annual Review," because her advisor added notes only in English. The stakes for  
11 not understanding such a notice are high, since the failure to respond could have resulted in  
12 her family's termination from the program and homelessness.

13 55. The Housing Authority's practice of not providing notices in Spanish directly contradicts  
14 the Housing Authority's written policy.

15 56. The written policy provides guidelines on when documents should be translated based upon  
16 the number of persons eligible to be served in a language group. Per the written policy, the  
17 Housing Authority must translate at least eleven specified documents as well as all forms  
18 and documents determined to be "vital" as defined by HUD guidance for the language group  
19 that constitutes 5 percent or 1,000 persons, whichever is less, of the population eligible to be  
20 served, and into other languages as "resources permit." "Vital" documents include those  
21 which warn participants to take action to prevent program termination and homelessness.

22 57. The written policy also states that the Housing Authority will provide applicants,  
23 participants, and recipients with "si[ght] translation" if the vital document has not been  
24 translated, regardless of whether the required language is a threshold language for written  
25 translations.

26 58. Both Korean and Spanish, as well as many other languages, meet the Housing Authority's  
27 own stated translation criteria. However, the Housing Authority has a practice of sending  
28 English-only or incompletely translated notices, including notices that could result in loss of

1 housing if they are not complied with, to those with limited English proficiency, without any  
2 offer of translation.

3 ***IV. The Housing Authority's Failure to Have Policies, Procedures, and Practices in Place to***  
4 ***Ensure Meaningful and Equitable Language Access***

5 59. Because the Housing Authority has a regular practice of failing to provide language access,  
6 there is a gap between the promises of the Housing Authority's written policy and the actual  
7 experience of people with limited English proficiency who try to access the Housing  
8 Authority's affordable housing services.

9 60. The Housing Authority, as a matter of regular practice, fails to ensure that staff receive  
10 appropriate and effective training and orientation on its language access obligations and fails  
11 to take other reasonable steps to ensure that people seeking housing services consistently  
12 receive language access.

13 61. Housing Authority staff are not adequately trained, are unaware of their own policies, and/or  
14 choose to ignore established protocols, as demonstrated by the fact that Ms. Joo, Ms.  
15 Ocegüera, and the Korean Resource Center's constituents have not been provided and  
16 continue not to be provided with interpreters, translated documents, and other language  
17 services by the Housing Authority. In fact, Housing Authority staff have expressed repeated  
18 resistance and visible annoyance in response to requests for language access.

19 62. Additionally, the Housing Authority has a regular policy, procedure, and practice of  
20 neglecting to ascertain or track the need for language access services for families with  
21 limited English proficiency.

22 63. For example, despite Ms. Joo and Ms. Ocegüera repeatedly expressing their primary  
23 language requests, these language designations were never effectively recorded or  
24 operationalized by the Housing Authority. Instead, Ms. Joo and Ms. Ocegüera had to  
25 communicate to the Housing Authority anew each time, using limited English, that they  
26 needed an interpreter.

27 64. The Housing Authority also fails to affirmatively advise families of their rights to language  
28 access resources.

1 65. Neither Ms. Joo nor Ms. Ocegüera were made aware of their rights to be provided  
2 meaningful language access by the Housing Authority. Further, neither were made aware of  
3 any right to or process for filing complaints about the lack of language access by the Housing  
4 Authority.

5 66. The Housing Authority fails to take reasonable steps to remove obstacles to the provision of  
6 language access to people with limited English proficiency. For example, the Housing  
7 Authority requires staff to go through an assistant manager or higher-level management to  
8 secure outside language interpretation services, even for people like Ms. Joo or Ms.  
9 Ocegüera who have an established need for such services.

10 67. Additionally, the Housing Authority does not appropriately review and analyze relevant  
11 demographic data to ensure adequate provision of language access for each language group.

12 68. On information and belief, the Housing Authority has only designated Spanish, Armenian,  
13 and Russian as the languages that necessitate more comprehensive language access services,  
14 even though demographic data indicate that more languages meet the Housing Authority’s  
15 own stated threshold, including Korean. The Housing Authority fails to provide appropriate  
16 language services even to groups it has designated as meeting its own threshold.

17 **FIRST CAUSE OF ACTION**

18 **Petition for Writ of Mandate – Code of Civil Procedure § 1085**

19 **Failure to Comply with Government Code § 11135**

20 **By Each and Every Petitioner Against all Respondents**

21 69. Petitioners reallege and incorporate herein each and every allegation contained in the  
22 preceding paragraphs in this Petition.

23 70. Government Code Section 11135(a) mandates that “[n]o person in the State of California  
24 shall, on the basis of . . . race, color, . . . ancestry, national origin, ethnic group identification  
25 . . . , be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected  
26 to discrimination under, any program or activity that is conducted, operated, or administered  
27 by the state or by any state agency, is funded directly by the state, or receives any financial  
28 assistance from the state.”

- 1 71. Implementing regulations prohibit discrimination against or denial of full and equal access  
2 based on “the person’s actual or perceived ancestry, ethnic group identification, or national  
3 origin, including a person’s primary language or accent.” Cal. Code Regs. Tit. 2  
4 § 14101(a)(1). “Ethnic group identification” includes “the actual or self-identified  
5 possession of . . . linguistic characteristics associated with a racial, cultural, or ethnic group  
6 or country, geographical place of origin, or the status of being a descendent of someone with  
7 such actual or self-identified characteristics, . . . the perception of a person’s ethnic group  
8 identification” or “color.” *Id.* § 14020(q). “National origin” also includes the individual’s or  
9 ancestors’ actual or perceived “linguistic characteristics.” *Id.* § 14020(dd). “Race” is  
10 “construed broadly to include classifications . . . such as national origin.” *Id.* § 14020(mm).  
11 “Ancestry” refers to “an individual’s actual or self-identified family or ethnic origin, descent  
12 or lineage, nationality group, tribal affiliation, or geographical place of origin in which the  
13 individual or the individual’s parents or ancestors originated, or the perception of the  
14 individual’s ancestry.” *Id.* § 14020(e). “Color” is defined “the actual or perceived physical  
15 characteristics of an individual's complexion, pigmentation, or skin tone.” *Id.* § 14020(j).
- 16 72. The prohibition against discrimination encompasses “intersectional discrimination” and  
17 “discrimination on more than one basis.” *Id.* § 14000(e). ““Intersectional discrimination”  
18 means discrimination on the basis of a combination of protected classes, i.e., where two or  
19 more bases for discrimination are alleged.” *Id.* § 14020(y). “[A]n entity that is not unlawfully  
20 discriminating solely on the basis of race or gender still may be discriminating against  
21 individuals who are perceived as or identified as having a combination of more than one  
22 protected basis, such as Asian males.” *Id.*
- 23 73. In addition to denial of full and equal access, the implementing regulations also prohibit  
24 practices that constitute “facial discrimination, intentional discrimination, [and] disparate  
25 impact discrimination.” *Id.* § 14027(b).
- 26 74. Implementing regulations additionally prohibit “fail[ing] to take reasonable steps to ensure  
27 meaningful access to [a covered entity’s] programs and activities by LEP [limited English  
28 proficient] persons, including through the use of alternative communication services.” *Id.*

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§§ 14101(a)(4), 14100(d).

75. The five factors relevant to a case-specific inquiry about whether a covered entity has taken “reasonable steps” to ensure meaningful access include: (1) the number or proportion of persons with limited English proficiency who are eligible or likely encountered by the entity, (2) the frequency of contact between individuals with limited English proficiency and the entity, (3) the nature and importance to people’s lives of the program, (4) the significance of the communication to the ability of the individual with limited English proficiency to access the program, and (5) resources available to the entity. *Id.* § 14101(a)(4).

76. Alternative communication services “include, but are not limited to, the provision of the services of a multilingual employee or a qualified interpreter for the benefit of an ultimate beneficiary; the provision of written materials in a language other than English; . . . and notice to the limited English proficient person of the availability of free alternative communication services, including interpreter and translation services and where to file complaints if appropriate services are not provided.” *Id.* § 14100(b).

77. A “qualified interpreter” is “a person qualified and capable of effective, accurate, and impartial rendition . . . from one language to another” who “must have received adequate education and training in interpreter ethics, conduct, practice, and confidentiality.” *Id.* § 14020(II).

78. The Housing Authority is a local public agency that operates housing voucher programs in which Petitioners have participated and receives state funding to operate its agency. *Id.* §§ 14020(m), 14020(ii).

79. The Housing Authority has a clear, present ministerial duty to comply with Government Code section 11135.

80. The Housing Authority has denied full and equal access to the benefits of its Section 8 programs to Petitioners and others on the basis of their ethnic group identification, ancestry, national origin, race, color, and combination of these protected classes, by failing to provide them with notices and services in the languages they understand, while providing English notices and services to housing voucher participants whose primary language is English.

- 1 81. Housing Authority has discriminated against Petitioners and others whose primary  
2 languages are not English, whose racial/ethnic group identifications and ancestry are such  
3 non-white categories as Korean and Latinx, and whose country of origin are nations such as  
4 Korea and Mexico, by failing to provide them with notices and services in the languages  
5 they understand, while providing English notices and services to Section 8 participants  
6 whose primary language is English.
- 7 82. The Housing Authority's failure to provide meaningful language access in its administration  
8 of Section 8 programs has a disparate impact on communities with limited English  
9 proficiency, communities of color, communities of national origin outside of the United  
10 States, communities with ethnic group identification outside of the United States, and  
11 communities with ancestry outside of the United States.
- 12 83. Communities with limited English proficiency, communities of color, communities of  
13 national origin outside of the United States, communities with ethnic group identification  
14 outside of the United States, and communities with ancestry outside of the United States are  
15 unfairly denied housing benefits and services administered by the Housing Authority when  
16 they are unable to communicate with the Housing Authority.
- 17 84. The Housing Authority has failed to take reasonable steps to ensure meaningful and  
18 equitable access to its Section 8 programs for individuals whose primary languages are not  
19 English, such as Korean and Spanish. Among other reasonable steps available, the Housing  
20 Authority has failed to provide staff appropriate and effective training and oversight on its  
21 language access obligations, to ascertain or track the need for language access services, to  
22 affirmatively advise families of their rights to language access resources, to remove obstacles  
23 to the provision of language access, and to appropriately review relevant demographic data  
24 to ensure proper provision of language access services for each language group.
- 25 85. Petitioners and others have been harmed as a result of the Housing Authority's lack of  
26 compliance with these mandatory duties.
- 27 86. Petitioners have a beneficial interest in the performance of the Housing Authority's duties.
- 28 87. Petitioners also have an interest as citizens in the performance of the Housing Authority's

1 public duties.

2 88. Despite Petitioners’ demand that the Housing Authority cease its unlawful practices and  
3 comply with its legal mandate, the Housing Authority has refused to comply.

4 89. Unless compelled by this Court to comply with its legal obligations, the Housing Authority  
5 will continue to deny individuals’ language access rights in a manner that discriminates on  
6 the basis of race, color, ancestry, national origin, ethnic group identification, and a  
7 combination thereof.

8 90. Petitioners have no plain, speedy, and adequate remedy at law other than that sought herein.

9 **SECOND CAUSE OF ACTION**

10 **Petition for Writ of Mandate – Code of Civil Procedure § 1085**

11 **Failure to Comply with Fair Employment and Housing Act (FEHA)**

12 **Gov’t Code § 12955 *et seq.***

13 **By Each and Every Petitioner Against all Respondents**

14 91. Petitioners reallege and incorporate herein each and every allegation contained in the  
15 preceding paragraphs in this Petition.

16 92. The California Fair Employment and Housing Act (FEHA) declares that “the practice of  
17 discrimination because of race, color, . . . national origin, ancestry . . . in housing  
18 accommodations” contravenes public policy. Gov’t Code § 12920. FEHA therefore  
19 explicitly recognizes “[t]he opportunity to seek, obtain, and hold housing” without such  
20 discrimination as a civil right. *Id.* § 12921.

21 93. Discrimination under FEHA is expansive, and “includes any other denial or withholding of  
22 housing accommodations; includes provision of inferior terms, conditions, privileges,  
23 facilities, or services in connection with those housing accommodations; includes  
24 harassment in connection with those housing accommodations . . . .” *Id.* § 12927.

25 94. FEHA prohibits discrimination on the basis of race, color, national origin, or ancestry and  
26 to act or fail to act in a way that has the effect of unlawfully discriminating on the basis of  
27 race, color, national origin, or ancestry. Gov’t Code §§ 12955(a), 12955(k), 12955.8(b);  
28 Code Regs. Tit. 2 § 12060(a).

- 1 95. FEHA also provides that it is unlawful to “coerce, intimidate, threaten, or interfere with any  
2 person in the exercise or enjoyment of, or on account of that person having exercised or  
3 enjoyed, . . . any right granted or protected by” Section 12955 of FEHA. Gov’t Code  
4 § 12955.7.
- 5 96. The obligation under FEHA attaches to “any person having any legal or equitable right of  
6 ownership or possession or the right to rent or lease housing accommodations,” as well as  
7 “the state and any of its political subdivisions and any agency thereof. *Id.* § 12927(e).
- 8 97. The Housing Authority is mandated to comply with the provisions of FEHA and its  
9 implementing regulations.
- 10 98. The Housing Authority has failed to comply with these requirements for Petitioners and  
11 others.
- 12 99. Petitioners and others have been harmed as a result of the Housing Authority’s lack of  
13 compliance with these mandatory duties and have no adequate remedy at law to ensure that  
14 the Housing Authority complies with its duty to comply with FEHA.
- 15 100. The Housing Authority’s failure to provide meaningful language access in its administration  
16 of Section 8 programs has a disparate impact on communities of color, communities of  
17 national origin outside of the United States, and communities with ancestry outside of the  
18 United States because those communities are more likely than others to have limited English  
19 proficiency.
- 20 101. Communities of color, communities of national origin outside of the United States, and  
21 communities with ancestry outside of the United States are unfairly denied housing benefits  
22 and services administered by the Housing Authority when they are unable to communicate  
23 with the Housing Authority.
- 24 102. In carrying out the Housing Authority’s practices of depriving Petitioners and others of  
25 access to meaningful language services in its administration of Section 8 programs, the  
26 Housing Authority has unfairly denied housing benefits and services on the basis of race,  
27 color, national origin, and ancestry.
- 28 103. Petitioners have a beneficial interest in the performance of the Housing Authority’s duties.

1 104. Petitioners also have an interest as citizens in the performance of the Housing Authority’s  
2 public duties.

3 105. Despite Petitioners’ demand to the Housing Authority to comply with its legal mandate and  
4 ministerial duty, the Housing Authority has refused to comply.

5 106. Unless compelled by this Court to comply with its legal obligations, the Housing Authority  
6 will continue to deny individuals with limited English proficiency language access in a  
7 manner that discriminates on the basis of race, color, national origin, and ancestry.

8 107. Petitioners have no plain, speedy, and adequate remedy at law other than that sought herein.

9 **THIRD CAUSE OF ACTION**

10 **Petition for Writ of Mandate – Code of Civil Procedure § 1085**

11 **Failure to Comply with Dymally-Alatorre Bilingual Services Act**

12 **Gov’t Code § 7291 *et seq.***

13 **By Each and Every Petitioner Against all Respondents**

14 108. Petitioners reallege and incorporate herein each and every allegation contained in the  
15 preceding paragraphs in this Petition.

16 109. The Dymally-Alatorre Bilingual Services Act “provide[s] for effective communication  
17 between all levels of government in this state and the people of this state who are precluded  
18 from utilizing public services because of language barriers.” Gov’t Code § 7291.

19 110. The Act requires that local agencies make available a “sufficient number of qualified  
20 bilingual persons in public contact positions or as interpreters to assist those in such  
21 positions, to ensure provision of information and services” to residents seeking services, for  
22 any language where a “substantial number” of the population is served by the agency. *Id.*  
23 § 7293. Local agencies are obligated to determine “what constitutes a substantial number of  
24 non-English-speaking people and a sufficient number of qualified bilingual persons.” *Id.*

25 111. The Act further requires that local agencies must translate “[a]ny materials explaining  
26 services available to the public” into “any non-English language spoken by a substantial  
27 number of the public served by the agency.” *Id.* § 7295. Local agencies must determine when  
28 these materials are necessary. *Id.*

- 1 112. The Housing Authority does not make available a sufficient number of qualified bilingual  
2 persons or interpreters to adequately ensure provision of information and services provided  
3 for languages for which a substantial number of non-English speaking people are eligible to  
4 be served by the Housing Authority. There are 1,000 or more members of the population  
5 eligible to be served who speak Spanish, Korean, Armenian, Tagalog, Chinese (Mandarin  
6 and Cantonese), Farsi/Persian, Russian, Vietnamese, Japanese, Thai, Arabic, and Bangla.  
7 Petitioners are further informed and believe that individuals who speak Hebrew, French,  
8 Portuguese, Hindi, Punjabi, Khmer, Amharic, Italian, Urdu, Indonesian, Mesoamerican  
9 Indigenous languages, as well as other languages, may also comprise a substantial number  
10 of the people served by the Housing Authority.
- 11 113. The Housing Authority does not provide sight translation, or consistent written translation,  
12 of vital documents to limited English proficient individuals in these language groups or to  
13 those who speak other non-English languages.
- 14 114. Instead, the Housing Authority requires limited English proficient individuals to rely on  
15 children, acquaintances, or community organizations to provide translation and  
16 interpretation of its communications.
- 17 115. The Housing Authority has a clear, present, ministerial duty to comply with the Dymally-  
18 Alatorre Bilingual Services Act.
- 19 116. The Housing Authority has not complied with these requirements for any substantial  
20 language groups it serves and has abused its discretion.
- 21 117. Petitioners and others have been harmed as a result of the Housing Authority's lack of  
22 compliance with these mandatory duties. They have no adequate remedy at law to ensure  
23 that the Housing Authority complies with its duty to comply with the language access  
24 requirements of the Dymally-Alatorre Bilingual Services Act.
- 25 118. Petitioners have a beneficial interest in the performance of the Housing Authority's duties.
- 26 119. Petitioners also have an interest as citizens in the performance of the Housing Authority's  
27 public duties.
- 28 120. Despite Petitioners' demand to the Housing Authority to comply with its mandate, the

1 Housing Authority has refused to comply.

2 121. Unless compelled by this Court to comply with its legal obligations, the Housing Authority  
3 will continue to deny individuals' language access rights in a manner that contravenes its  
4 duties under the Dymally-Alatorre Bilingual Services Act.

5 122. The Housing Authority's failure to fully comply with its ministerial duties, in the absence of  
6 any adequate remedy at law, justifies the issuance of a writ of mandate compelling the  
7 Housing Authority to comply with the requirements of the Dymally-Alatorre Bilingual  
8 Services Act.

9 **FOURTH CAUSE OF ACTION**

10 **Petition for Writ of Mandate – Code of Civil Procedure § 1085**

11 **Failure to Comply with Duty to Affirmatively Further Fair Housing**

12 **Gov't Code § 8899.50**

13 **By Each and Every Petitioner Against all Respondents**

14 123. Petitioners reallege and incorporate herein each and every allegation contained in the  
15 preceding paragraphs in this Petition.

16 124. The duty to Affirmatively Further Fair Housing mandates that public agencies administer  
17 programs "in a manner to affirmatively further fair housing," and prohibits agencies from  
18 taking actions which are materially inconsistent with the obligation to affirmatively further  
19 fair housing. Gov't Code § 8899.50(b).

20 125. "Affirmatively furthering fair housing means taking meaningful actions that, taken together,  
21 address significant disparities in housing needs and in access to opportunity, replacing  
22 segregated living patterns with truly integrated and balanced living patterns, transforming  
23 racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering  
24 and maintaining compliance with civil rights and fair housing laws." *Id.* § 8899.50(a)(1).

25 126. The duty to affirmatively further fair housing applies to the Housing Authority and extends  
26 to all its activities and programs relating to housing and community development, including  
27 the administration of the Section 8 programs. *Id.* § 8899.50(b)(1). The Housing Authority  
28 has a clear, present, ministerial duty to comply with its duty to affirmatively further fair

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housing.

127. Structural and institutionalized discrimination based on race, color, national origin, ancestry, and ethnic identification have created segregation and other disparities in access to housing opportunities. Individuals with limited English proficiency are more likely to be renters than homeowners, and are more likely to experience severe rent burdens, as compared to English speakers. As a result of these entrenched, historically rooted disparities, linguistically marginalized communities are also more likely to need access to affordable housing programs and rental assistance, and to rely on such assistance for access to integrated communities with better opportunities and resources.

128. The Housing Authority’s failure to provide language access to its programs and activities disproportionately harms individuals with limited English proficiency, exacerbates the underlying patterns of racial and ethnic segregation that the Section 8 program is designed to address, and increases barriers to housing-related opportunities.

129. The Housing Authority’s actions are in direct contravention of its duty to further fair housing and to foster compliance with civil rights and fair housing laws. Petitioners and others have suffered as a result of the Housing Authority’s failure to comply with its duty to affirmatively further fair housing.

130. Petitioners have a beneficial interest in the performance of the Housing Authority’s duties.

131. Petitioners also have an interest as citizens in the performance of the Housing Authority’s public duties.

132. Petitioners have no plain, speedy and adequate remedy at law other than that sought herein.

133. Unless compelled by this Court to comply with its legal obligations, the Housing Authority will continue to deny individuals with opportunities to housing assistance and programs, a harm which disproportionately harms communities with limited English proficiency and violates the duty to affirmatively further fair housing.

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1 **FIFTH CAUSE OF ACTION**

2 **Injunctive Relief for Illegal Expenditure of Public Funds**

3 **Code of Civil Procedure Section 526a**

4 **By Each and Every Plaintiff against all Defendants**

5 134. Plaintiffs reallege and incorporate herein each and every allegation contained in the  
6 preceding paragraphs in this Complaint.

7 135. The Housing Authority has expended public funds in its unlawful failure to implement its  
8 language access policies as described above.

9 136. Within one year before the commencement of this suit, Plaintiffs Ms. Joo, Ms. Ocegüera,  
10 and members of Korean Resource Center have lived in the City of Los Angeles, the  
11 jurisdiction served by Housing Authority, and have paid taxes that help fund Housing  
12 Authority.

13 137. Plaintiffs are seeking appropriate declaratory and injunctive relief preventing the Housing  
14 Authority from spending public funds for its practices that fail to comply with its fair housing  
15 and language access obligations.

16 **PRAYER FOR RELIEF**

17 Wherefore, Petitioners/ Plaintiffs pray for judgment in their favor and against Respondents/  
18 Defendants on all counts and for the following additional relief:

- 19 1. Issue a peremptory writ of mandate prohibiting Respondents from administering its Section  
20 8 programs in a way that discriminates against individuals based on race, color, national  
21 origin, ethnic identification, and ancestry in violation of Government Code section 11135,  
22 the Fair Employment and Housing Act, and the duty to Affirmatively Further Fair Housing;
- 23 2. Issue a peremptory writ of mandate prohibiting Respondents from violating the Dymally-  
24 Alatorre Bilingual Services Act;
- 25 3. Declaratory and injunctive relief ordering Defendants to cease practices that violate  
26 Government Code section 11135, the Fair Employment and Housing Act, the Dymally-  
27 Alatorre Bilingual Services Act, the duty to Affirmatively Further Fair Housing, and Code  
28 of Civil Procedure Section 526a;

1 4. Award Petitioners their reasonable attorneys' fees and costs incurred in bringing this action;  
2 and

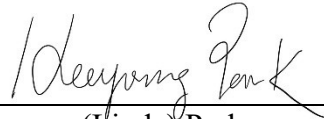
3 5. Award Petitioners such other and further relief as the Court deems to be just, proper, and  
4 equitable.

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6 Dated: May 29, 2026

LEGAL AID FOUNDATION OF LOS ANGELES

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Heeyoung (Linda) Park  
Attorney for Petitioners and Plaintiffs

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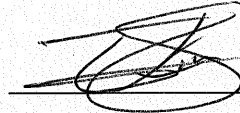
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VERIFICATION

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I, Isaac Kim, declare that I have reviewed the foregoing Petition and certify that all facts alleged in the above document concerning Korean Resource Center's situation are true and correct except as to the matters stated on information or belief.

Executed at Korean Resource Center  
900 Crenshaw Blvd  
Los Angeles, CA 90019 on May 27, 2026.



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Korean Resource Center, Petitioner

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**VERIFICATION**

I, Hyunsim Joo, declare that I have reviewed the foregoing Petition and certify that all facts alleged in the above document concerning my situation are true and correct except as to the matters stated on information or belief.

Executed at Los Angeles on May 28, 2026.



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Hyunsim Joo, Petitioner

1 **VERIFICATION**

2 I, Heeyoung Park, certify that I am fluent in the Korean and English languages.

3 Hyunsim Joo, is fluent in the Korean language and has limited English proficiency. I  
4 certify that I have read Ms. Joo in the Korean language all facts alleged in the above document  
5 concerning Ms. Joo’s situation, truly and accurately, to the best of my abilities. Ms. Joo stated that  
6 the facts were accurate, and that she understood them before signing the verification.

7 I certify under penalty of perjury under the laws of the State of California that the foregoing is true  
8 and correct.

9 Executed at Los Angeles on May 28, 2026.

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13 Heeyoung Park  
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**VERIFICATION**

I, Eva Ocegüera, declare that I have reviewed the foregoing Petition and certify that all facts alleged in the above document concerning my situation are true and correct except as to the matters stated on information or belief.

Executed at Los Angeles on May 28, 2026.

EVA OCEGÜERA . H  
Eva Ocegüera, Petitioner

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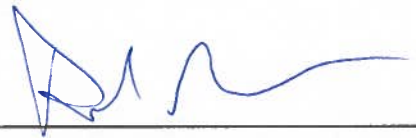
**VERIFICATION**

I, Ruben Moreno, certify that I am fluent in the Spanish and English languages.

Eva Ocegüera, is fluent in the Spanish language and has limited English proficiency. I certify that I have read Ms. Ocegüera in the Spanish language all facts alleged in the above document concerning Ms. Ocegüera's situation, truly and accurately, to the best of my abilities. Ms. Ocegüera stated that the facts were accurate, and that she understood them before signing the verification.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Los Angeles on May 28, 2026.

  
\_\_\_\_\_  
Ruben Moreno