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IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA, *ex rel.* KRISTIN K.
MAYES, the Attorney General, and the CIVIL
RIGHTS DIVISION OF THE ARIZONA
DEPARTMENT OF LAW,

Plaintiffs,

v.

FRAME PROPERTIES, LTD
PARTNERSHIP, a California Limited
Partnership doing business in Arizona,

Defendant.

Case No.: CV2025-018392

CIVIL COMPLAINT

(Jury Trial Requested)

Plaintiff, the State of Arizona, *ex rel.* Kristin K. Mayes, the Attorney General, and the
Civil Rights Division of the Arizona Department of Law (collectively, “the State”) allege and
state, as follows:

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2. The State brings this public enforcement action to redress the injuries sustained when Defendant Frame Properties Limited Partnership (“Defendant”) discriminated against aggrieved party Donna Villa (“Villa”) by subjecting her to disparate treatment because of Villa’s disability, in violation of A.R.S. § 41-1491.19(B)(1) and (E)(2).

JURISDICTION AND VENUE

5. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

6. The Civil Rights Division (the “Division”) of the Arizona Department of Law is an administrative agency of the State of Arizona established by A.R.S. § 41-1401 to administer and enforce the provisions of the Arizona Civil Rights Act, A.R.S. § 41-1401, *et seq.*, including the AFHA.

8. Defendant is a California limited partnership. At all times relevant to the allegations in this Complaint, Defendant owned the residential rental community known as Monte Vista Apartments located at 6767 W. Butler Drive, Glendale, Arizona 85302, within Maricopa County, Arizona (the “Subject Property”). At all times relevant to the allegations in this Complaint, Defendant was doing business in Arizona.

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1 life activities of standing, walking, and working as they cause her to have regular and substantial
2 pain from her lower back.

3 21. As Villa has been diagnosed with physical impairments that substantially limit at
4 least one major life activity, she is a person with a disability as defined by A.R.S. § 41-1491(5).

5 22. On or about November 30, 2015, the United States Social Security Administration
6 issued a Notice of Decision finding that Villa is disabled, has been under a disability as defined
7 in the Social Security Act since February 12, 2013, and that her job skills do not transfer to
8 occupations within her residual functional capacity.

9 23. Due to her disability, Villa is unable to work.

10 24. Due to her disability, Villa's main source of income is Social Security Disability
11 Insurance ("SSDI") monthly payments.

12 25. Due to her disability, Villa relies on SSDI payments to pay her rent to Defendant.

13 26. SSDI payments are often received after the first of the month.

14 27. Villa has no control over the date on which her SSDI payments will be received.

15 28. On the months when SSDI payments are received after the first day of the month,
16 CP's disability, and disability-related income, make her unable to pay the rent on the first day of
17 the month.

18 29. In 2022, Defendant increased Villa's monthly rent to around \$848.34 per month,
19 including an increase in the base rental rate to \$879.00 plus tax, minus a senior discount.

20 30. On or about June 1, 2023, Defendant increased Villa's monthly rent again to around
21 \$919.88, including an increase in the base rental rate to \$949.00 plus tax, minus a senior discount.

22 31. On multiple occasions, Defendant issued late fees to Villa, due to the date in which
23 SSDI was received.

24 32. Villa communicated to Defendant her difficulty paying the rent with the rent
25 increase and by the set payment date due to her receiving her disability-based income after the
26 set due date.

1 33. On or about March 15, 2023, Defendant received a request for reasonable
2 accommodation from Villa, requesting that she be allowed to pay her rent on the third or fourth
3 day of the month due to the date SSDI was received.

4 34. Villa's request for reasonable accommodation states, in part: "I receive SSI
5 Disability in Arizona on the 3rd day of the month Im [sic] asking for reasonable accommodation
6 on the 3rd or 4th of the month to pay my rent."

7 35. Defendant's Property Manager Terry, acting as agent and manager of Defendant,
8 offered to place Villa on an "offset deposit plan" where Villa would pay a refundable deposit in
9 the range of one hundred twenty to one hundred fifty dollars (\$120-150) to be allowed to pay her
10 rent on the third of each month.

11 36. Villa informed Terry she could not afford the deposit amount and reiterated her
12 request for a later rent due date as previously requested.

13 37. Defendant denied Villa's reasonable accommodation request, absent her payment
14 of Defendant's requested additional deposit.

15 38. Defendant made no further attempts to accommodate Villa, or engage in interactive
16 process regarding Villa's request for a reasonable accommodation.

17 39. Defendant knew or had reason to know that Villa was requesting a reasonable
18 accommodation to Defendant's rent payment deadline because of her disability.

19 40. On several occasions after denying Villa's request for a reasonable
20 accommodation, Defendant continued to charge Villa late fees of ten dollars (\$10) per day for
21 each day the rent was or is considered late, even if the delay is/was caused by a delayed receipt
22 of SSDI.

23 41. Villa has an accumulated balance of late fees charged by Defendant due to her
24 receiving disability-related income assistance, and the balance could increase whenever
25 additional late fees are charged due to a delayed receipt of SSDI.

26 42. At all times relevant to the allegations in this Complaint, due to Villa's disability
27 and the late fees imposed because of her disability, Villa's occupancy status with Defendant was
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1 uncertain, clouded by the threat of potential action against her tenancy. Villa's tenuous position
2 due to her disability prevents her from having an equal opportunity to use and enjoy the dwelling.

3 43. On or about July 3, 2023, Villa timely filed a housing discrimination complaint
4 with the Division in which she alleged that Defendant discriminated against her due to her
5 disability.

6 44. Following an investigation conducted pursuant to A.R.S. §§ 41-1491.24 and 41-
7 1491.29(A), the Division found reasonable cause to believe Defendant discriminated against
8 Villa because of Villa's disability, in violation of the AFHA.

9 45. The Division issued a reasonable cause determination, and since that time, the
10 State, Villa, and Defendant have not entered into a conciliation agreement, necessitating the filing
11 of this Complaint pursuant to A.R.S. §§ 41-1491.29(D) and 41-1491.34(A).

12 **COUNT I**
13 **Discrimination in Violation of A.R.S. § 41-1491.19(B)(1)**
14 **Discriminatory Fees Charged Based on Disability**

15 46. The State realleges and incorporates by reference the allegations contained in
16 paragraphs 1 through 45 of this Complaint.

17 47. Under A.R.S. § 41-1491.19(B)(1) it is unlawful to discriminate against any person
18 in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services
19 or facilities in connection with the dwelling because of that person's disability.

20 48. Due to Villa's disability and related reliance on disability-related income and its
21 issuance often after the first of the month, Villa is often precluded from paying her rent on the
22 first of the month.

23 49. On multiple occasions, Defendant charged Villa, a tenant, additional fees (in the
24 form of late fees) in connection with the Subject Property dwelling, because of her disability, and
25 her related reliance on disability-related income, thereby subjecting Villa to different terms and
26 conditions of her tenancy than other tenants because of her disability and her related reliance on
27 disability-related income.

28 50. Therefore, Defendant engaged in unlawful housing discrimination against a person
by changing the terms of the rental of a dwelling because of a disability of that person in violation

1 of A.R.S. § 41-1491.19(B)(1) when it charged late fees to Villa because of Villa's disability and
2 Villa's related reliance on disability-related income.

3 51. As a result of Defendant's discrimination, Villa suffered actual and compensatory
4 damages, including out of pocket expenses, garden variety emotional distress damages,
5 humiliation, embarrassment, inconvenience, and loss of rights under the AFHA. To remedy the
6 effects of Defendant's discrimination, Villa is entitled to relief under A.R.S. § 41-1491.34(C).

7 52. Punitive damages are appropriate pursuant to A.R.S. § 41-1491.34(C) because
8 Defendant intentionally discriminated against Villa because of Villa's disability and Defendant
9 acted with callous disregard of or reckless indifference to Villa and Villa's civil rights.

10 53. A permanent injunction is appropriate pursuant to A.R.S. § 41-1491.34(C) to
11 preclude Defendant or its successor from charging late fees to Villa or any tenant relying on SSDI
12 to make their rent payment at any Arizona residential property owned by Defendant.

13 54. An order for specific performance is appropriate to require Defendant to reimburse
14 to Villa or have removed from Villa's account balance all late fees that were charged by
15 Defendant to Villa as a result of SSDI payments having been issued or received after the rent due
16 date imposed by Defendant.

17 **COUNT II**

18 **Discrimination in Violation of A.R.S. § 41-1491.19(E)(2)** 19 **Discriminatory Housing Practice: Failure to Provide Reasonable Accommodation**

20 55. The State realleges and incorporates by reference the allegations contained in
21 paragraphs 1 through 54 of this Complaint.

22 56. Under A.R.S. § 41-1491.19(E)(2) it unlawful for a person to refuse to make
23 reasonable accommodations in rules, policies, practices or services if the accommodations may
24 be necessary to afford the person equal opportunity to use and enjoy a dwelling.

25 57. Villa submitted to Defendant a request for a disability-related reasonable
26 accommodation to its rent payment policies to allow Villa to pay her rent on the third or fourth
27 day of the month due to her reliance on SSDI and the timing of its payments.

28 58. The accommodation was reasonable.

1 59. Defendant has shown it was able to accept rent payments after the first of the month
2 without charging late fees to the tenant.

3 60. The accommodation was necessary to allow Villa to remain in compliance with the
4 rental due date policy imposed by Defendant.

5 61. The accommodation was necessary to protect Villa from the imposition of late fees
6 on her account.

7 62. The accommodation was necessary to shield Villa from the threat of loss of housing
8 due to late payment of rent or accumulation of late fees.

9 63. The accommodation was necessary to afford Villa equal opportunity to use and
10 enjoy the dwelling she rented from Defendant, without the stress and anxiety caused by late
11 notices, late fees, uncertainty in her tenancy status, or fear of eviction related to the payment of
12 rent.

13 64. The accommodation was necessary to afford Villa an overall equal opportunity to
14 use and enjoy the dwelling she rented from Defendant, the same as a person without a disability.

15 65. Defendant denied the reasonable accommodation as requested.

16 66. Defendant demanded Villa pay an additional deposit or fee as a prerequisite to
17 granting the reasonable accommodation, and, in doing so, made Villa's requested reasonable
18 accommodation contingent on Villa paying an additional fee to Defendant.

19 67. After being made aware of Villa's disability-based need for a reasonable
20 accommodation, Defendant did not engage in communications with Villa related to Villa's
21 request for a reasonable accommodation.

22 68. In fact, Defendant refused to engage in communications with Villa related to
23 Villa's request for a reasonable accommodation, and denied her request that it do so.

24 69. Defendant also did not discuss with Villa whether there could be an alternative
25 accommodation that would effectively address her disability-related needs.

26 70. Therefore, Defendant engaged in unlawful housing discrimination in violation of
27 A.R.S. § 41-1491.19(E)(2) when it refused to make a reasonable accommodation in rules,
28 policies, practices or services that is necessary to afford Villa equal opportunity to use and enjoy

1 the dwelling when it denied Villa's reasonable accommodation for a later rent due date,
2 demanded Villa pay a fee to obtain a reasonable accommodation to the rent due date policy,
3 refused to waive the deposit for its off-set deposit program, and/or refused to engage in interactive
4 communications with Villa regarding the requested accommodation.

5 71. As a result of Defendant's discrimination, Villa suffered actual and compensatory
6 damages, including out of pocket expenses, garden variety emotional distress damages,
7 humiliation, embarrassment, inconvenience, and loss of rights under the AFHA. To remedy the
8 effects of Defendants' discrimination, Villa is entitled to relief under A.R.S. § 41-1491.34(C).

9 72. Punitive damages are appropriate pursuant to A.R.S. § 41-1491.34(C) because
10 Defendant intentionally discriminated against Villa because of Villa's disability and Defendant
11 acted with callous disregard of or reckless indifference to Villa and Villa's civil rights.

12 73. An order for specific performance is appropriate to require Defendant or its
13 successor to make a reasonable accommodation to its rules, policies, practices or services and
14 move Villa's rent due date to the fifth day of the month without penalty or the imposition of late
15 fees, and without the requirement of a deposit, off-set, fee, or any other requirement.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, the State requests that this Court:

18 A. Enter judgment on behalf of the State, finding that Defendant violated the AFHA
19 by imposing late fees because of Villa's disability;

20 B. Enter judgment on behalf of the State, finding that Defendant violated the AFHA
21 by refusing to grant Villa's reasonable accommodation to move her rent due date and making the
22 accommodation contingent on an additional deposit or fee;

23 C. Award Villa actual and compensatory damages, including out of pocket expenses,
24 garden variety emotional distress damages, humiliation, embarrassment, inconvenience, and loss
25 of rights under the AFHA, in an amount to be determined at trial, pursuant to A.R.S. §§ 41-
26 1491.33(1) and 41-1491.34(C).

27 D. Award Villa punitive damages pursuant to A.R.S. §§ 41-1491.33(1) and 41-
28 1491.34(C) because Defendant intentionally discriminated against Villa because of Villa's

1 disability and because Defendant acted with callous disregard of or reckless indifference to Villa
2 and Villa's civil rights;

3 E. Order Defendant and its successors to make a reasonable accommodation to its
4 rules, policies, practices or services and move Villa's rent due date to the fifth of the month
5 without penalty or the imposition of late fees, pursuant to A.R.S. § 41-1491.33(4);

6 F. Order Defendant and its successors to reimburse to Villa and/or remove from
7 Villa's account balance, all late fees that were incurred by Villa as a result of SSDI payments
8 having been issued or received after the rent due date imposed by Defendant, pursuant to A.R.S.
9 § 41-1491.33(4);

10 G. Permanently enjoin Defendant and its successors from charging late fees based on
11 the date an SSDI check is received, to Villa or any tenant relying on SSDI to make their rent
12 payment, pursuant to A.R.S. §§ 41-1491.33(4), 41-1491.34(C), and 41-1491.35(B)(1);

13 H. Permanently enjoin Defendant and its successors from requiring an off-set deposit
14 from Villa or any tenant relying on SSDI to make their rent payment who requests to move their
15 rent due date to a date after the first of the month, pursuant to A.R.S. §§ 41-1491.33(4), 41-
16 1491.34(C), and 41-1491.35(B)(1);

17 I. Permanently enjoin Defendant, its successors, assigns, and all persons in active
18 concert or participation with Defendant, from engaging in any housing practice that discriminates
19 on the basis of disability in violation of the AFHA;

20 J. Order Defendant and its successors to institute and carry out policies and practices
21 that provide equal housing opportunities for disabled persons by allowing them to rent from
22 Defendant regardless of their disabilities and by granting necessary reasonable accommodations;

23 K. Order Defendant and its owners and managers and/or successor owner at the
24 Subject Property to undergo training with respect to the duty to provide housing to all individuals
25 regardless of their disability and their duty to provide accommodations under the reasonable
26 accommodation provision of the AFHA;

27 L. Issue an Order authorizing the State to monitor Defendant's compliance with the
28 ACRA;

1 M. Order Defendant to otherwise make Villa whole for any damages suffered and
2 award her actual and punitive damages, not already ordered, in amounts to be determined at trial
3 pursuant to A.R.S. §§ 41-1491.33 and 41-1491.34(C);

4 N. Award the State its taxable costs incurred in bringing this action; and

5 O. Grant such other and further relief as this Court may deem just and proper in the
6 public interest.

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8 DATED this 27th day of May, 2025.

9 KRISTIN K. MAYES

10 Attorney General

11
12 By /s/ Julie Blumenreich

13 Julianne Blumenreich

14 Natalie Trouard

15 Assistant Attorneys General

16 Attorneys for Plaintiff State of Arizona
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