

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Scoggins v. Falcon Court

Scoggins · No. 1:24-cv-00188-KES-SKO · Decided March 28, 2025

OPINION

Scoggins v. Falcon Court

PER CURIAM.

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7 UNITED STATES DISTRICT COURT

8 EASTERN DISTRICT OF CALIFORNIA

9 10 DANELL R. SCOGGINS, Case No. 1:24-cv-00188-KES-SKO 11 Plaintiffs, ORDER
ADOPTING FINDINGS AND

RECOMMENDATIONS IN PART,

12 v. DISMISSING

13 (Doc. 9)

FALCON COURT, TURNING POINT OF

14 CENTRAL CALIFORNIA,

15 Defendants. 16

17 18 Plaintiff Danell Scoggins proceeds pro se and in forma pauperis in this civil action which 19
she initiated on February 9, 2024. Docs. 1, 2. This matter was referred to a United States 20
Magistrate Judge pursuant to 28 U.S.C. § 636(b)(1)(B) and Local Rule 302. 21 On May 8, 2024,
the assigned magistrate judge screened plaintiff’s complaint and the 22 magistrate judge construed
the allegations in the complaint to assert an Eighth Amendment claim 23 and claims of disability
discrimination and retaliation under the Fair Housing Act. Doc. 7. The 24 magistrate judge found
that the complaint failed to allege sufficient facts to make out those claims 25 and granted plaintiff
an opportunity to amend her complaint. Doc. 7. Plaintiff filed a first 26 amended complaint on
May 21, 2024. Doc. 9. Upon reviewing the first amended complaint, the 27 assigned magistrate
issued findings and recommendation recommending that this action be 28 1 dismissed without
leave to amend due to plaintiff’s failure to state a cognizable claim. Doc. 10. 2 On August 13,
2024, plaintiff filed objections to the findings and recommendation. Doc. 11. On

3 August 16, 2024, she filed a notice which states that, the day after she filed her objections, her
4 landlord provided a three-day notice to quit for breaches of covenant. Doc. 12. The landlord’s
notice to quit is attached to her notice. See id. at 3. Plaintiff contends that this notice to quit is 5
“additional evidence of retaliation” See id. at 1. 6 Plaintiff’s objections and additional notice
provide evidence which, if included in her 7 complaint, may allow her to make out a claim for

retaliation under the Fair Housing Act. “As with any retaliation claim, [courts must] apply the familiar burden-shifting analysis established by the Supreme Court in *McDonnell Douglas Corp. v. Green*, 411 U.S. 792 (1973).” *Walker v. City of Lakewood*, 272 F.3d 1114, 1128 (9th Cir. 2001). “To establish a prima facie case of retaliation [under the Fair Housing Act], a plaintiff must show that (1) [she] engaged in a protected activity; (2) the defendant subjected [her] to an adverse action; and (3) a causal link exists between the protected activity and the adverse action.” *Id.* “If a plaintiff has presented a prima facie retaliation claim, the burden shifts to the defendant to articulate a legitimate nondiscriminatory reason for its decision.” *Id.* “If the defendant articulates such a reason, the plaintiff bears the ultimate burden of demonstrating that the reason was merely a pretext for a discriminatory motive.” *Id.* As for the first element, “[f]iling a lawsuit [] to enforce rights under the Fair Housing Act is a protected activity.” *E.g.*, *Washington v. Farmington Estates Owners Ass’n*, 2022 WL 20 18399534, at *6 (D. Or. July 13, 2022). Plaintiff filed this lawsuit alleging that defendants discriminated against her on numerous bases: disability, sexual orientation, and religion. Doc. 9 at 4. Although her complaint failed to flesh out the details of any disability and did not describe her sexual orientation or religion, see Doc. 9, it is at least clear that she intended to allege that defendants had discriminated against her on those bases, as the findings and recommendations correctly recognized, see Doc. 10 at 4. Therefore, plaintiff may be able to establish the first element of a retaliation claim if given a chance to amend the complaint. Second, under the Fair Housing Act, an adverse action must come in the form of “coerc[ion], intimidat[ion], threat[s], or interfere[nce].” *Walker*, 272 F.3d at 1128 (quoting 42 U.S.C. § 3617). “‘Interference’ has been broadly applied to reach all practices which have the effect of interfering with the exercise of rights under the federal fair housing laws.” *Id.* Eviction proceedings and threats of legal action against the plaintiff may constitute adverse actions. *Elliot v. QF Circa 37, LLC*, No. 16-cv-0288-BAS-AGS, 2018 WL 2933467, at *20 (S.D. Cal. June 12, 2018). Here, among other evidence, plaintiff has submitted the landlord’s notice to quit, which states that it requires plaintiff to vacate the premises and threatens legal action against her if she does not. Plaintiff may be able to allege that defendants took adverse action against her. Third, “a plaintiff must show that a defendant took an adverse action with the intent to retaliate against the plaintiff.” *Id.* (citing *East-Miller v. Lake Cty. Highway Dev.*, 421 F.3d 558, 563 (7th Cir. 2005)). “Such intent demonstrates a causal connection between the adverse action and the protected activity.” *Id.* “Under the *McDonnell Douglas* framework, timing alone may be sufficient to support the inference of a retaliatory motive if the protected activity and the allegedly retaliatory employment action are sufficiently close in time.” *Neighorn v. Quest Health Care*, 870 F. Supp. 2d 1069, 1103–04 (citing *Thomas v. City of Beaverton*, 379 F.3d 802, 812 (9th Cir. 2004)). Here, plaintiff filed objections to the findings and recommendations on August 13, 2024, and the next day, she was served with a three-day notice to quit for breaches of covenant. See Doc. 12. This close temporal proximity may be a sufficient basis to infer

retaliatory motive. “[P]roximity in time between the protected activity and the allegedly 18
retaliatory decision can constitute some evidence of a retaliatory motive or of a causal link.” 19
Donaghey v. Moorpark Bellingham Homeowners Ass’n, Inc., No. 2:22-cv-08524-DSF-MAA, 20
2023 WL 9318509, at *5 (C.D. Cal. Nov. 29, 2023) (quotations omitted). 21 The Court concludes
that findings and recommendations are correct that plaintiff’s first 22 amended complaint does not
state a cognizable claim. However, because plaintiff’s 23 subsequently-filed objections and notice
identify evidence that may, if sufficiently spelled out in a second amended complaint, enable her
to state a claim for retaliation under the Fair Housing Act, 24 the Court will give plaintiff the
opportunity to amend her complaint one final time. 25 Plaintiff is informed that an amended
complaint supersedes a prior complaint. Lacey 26 27 1 The Court notes that, at the second step of
the McDonnell Douglas framework, defendants may be able to establish a legitimate,
nondiscriminatory basis for their alleged action. The notice to 28 quit identifies seven distinct
violations by plaintiff of her rental agreement. See Doc. 12 at 3. 1 | v. Maricopa Cnty., 693 F.3d
896, 927 (9th Cir. 2012). An amended complaint must be 2 | “complete in itself without reference
to the prior or superseded pleading.” L.R. 220. 3 | Accordingly, while the Court grants plaintiff
leave to amend to replead her claim for 4 | retaliation under the Fair Housing Act, plaintiff must
fully allege in any second amended 5 | complaint all allegations that support her claim. 6
Accordingly: 7 1. The findings and recommendations issued on July 31, 2024, Doc. 10, are
adopted in 8 part; 9 2. This action is dismissed with leave to amend due to plaintiff’s failure to
state a 10 cognizable claim; 11 3. Plaintiff must file any second amended complaint, consistent
with the terms of this 12 Order, within thirty (30) days of the date of this Order; and 13 4. This
matter is referred back to the assigned magistrate judge for the preparation of 14 further findings
and recommendations and/or other appropriate action. 15 16

17 | TIS SO ORDERED. _

18 Dated: _ March 27, 2025 4h

9 UNITED STATES DISTRICT JUDGE

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