

**UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

Allison Barton Rice, pro se  
Appellant,

9th Cir. Case No. 20-15087

vs.

District Court Case No. \_\_\_\_\_  
\_\_\_\_\_19-cv-04250-LB

City and County of San Francisco, et al.  
Appellees.

**APPELLANT’S INFORMAL OPENING BRIEF**

Throughout my Opening Brief, disabled and handicapped shall have the same meaning. And, mental illness and mental disability shall have the same meaning.

**JURISDICTION.** This information helps the court determine if it can review your case.

1. Timeliness of Appeal:

- a. What is the date of the judgment or order that you want this court to review? October 19, 2019 and January 17, 2020 - first order to dismiss, second order to dismiss and judgement, respectively.
- b. Did you file any motion, other than for fees and costs, after the judgment was entered? Answer yes or no: No
  - If you did, on what date did you file the motion? N/A
  - For prisoners or detainees, what date did you give the motion to prison authorities for mailing? N/A
  - What date did the district court or bankruptcy appellate panel (BAP) decide the motion that you filed after judgment? N/A
- c. What date did you file your notice of appeal? January 21, 2020
  - For prisoners or detainees, what date did you give your notice of appeal to prison authorities for mailing? N/A

**FACTS.** Include all facts that the court needs to know to decide your case.

2. What are the facts of your case?

a. For all material times, I was (and I am) a disabled individual / handicapped person within the definitions of the Americans with Disabilities Act (hereinafter “ADA”) and the Fair Housing Act (hereinafter “FHA”), respectfully; and a dependent adult within the definitions of the California Elder Abuse and Dependent Adult Civil Protection Act (hereinafter “EADACPA”).

b. I acquired an ‘affordable’ home from Appellees in a low income first time homebuyers program created, developed, and controlled by Appellees.

c. Subsequent to obtaining verbal permission to have rent-paying roommates from an official of the San Francisco Redevelopment Agency, I had roommates for approximately eight (8) years which was necessary to help alleviate the symptoms of my mental illness, primarily severe and debilitating isolation and loneliness.

d. Starting in October of 2017 Appellees disregarded my mental disability and made a mockery of my physician’s medical directive and coerced, intimidated, and threatened me and interfered with my exercise and enjoyment of my necessary and reasonable disability related policy accommodation - forcing me to abandon it.

e. Appellees provided such accommodation for two (2) other classes of affordable home owners. But, using their own rules, regulations, or policies to unlawfully circumvent the mandates of the FHA, they denied my request for such accommodation to which I was entitled.

f. Due to my mental illness, their denial of that necessary accommodation effectively forced me to relinquish my affordable home. Something I would not have had to do nor would have done had they made my requested necessary and reasonable disability related policy accommodation.

g. Appellees’ conduct and/or pattern or practice deprived me of my disability rights secured by federal law, and denied me the equal protection of the laws.

i. Due entirely to the actions of Appellees, I suffered and continue to suffer damage and injury to myself and to my property for which I am entitled relief under federal and state law.

Please see attached “FACTS” - Background section on pages 8-10.

**PROCEEDINGS BEFORE THE DISTRICT COURT OR THE BAP.** In this section, we ask you about what happened before you filed your notice of appeal with this court.

3. What did you ask the district court or the BAP to do—for example, did you ask the court to award money damages, issue an injunction, or provide some other type of relief?

I asked the district court to issue injunctions, award money damages, and for punitive damages. Requested relief in my original Complaint can be found at ECF No. 1, pages 36-39, and in my First Amended Complaint at ECF No. 49, pages 36-39.

4. What legal claim or claims did you raise in the district court or at the BAP?

First Amended Complaint claims:

- a. FHA § 3604 violation,
- b. FHA § 3617 violation,
- c. ADA § 12132 violation,
- d. Civil Rights Act § 1983 cause of action,
- e. Civil Rights Act § 1985(2) cause of action,

Original Complaint claims included:

- f. 18 U.S.C. §§ 241, 242, 1001 and 1018,
- g. California Civil Code §§ 1708, 1709, 1710, 1714(a), 1752, and 1573,
- h. California Government Code §§ 815.2, 815.6, and 53243.4(a),
- i. California Welfare and Institutions Code §§ 15610.53, 15610.57, and 15656(b)

5. **Exhaustion of Administrative Remedies.** For prisoners, did you use up all administrative remedies for each claim before you filed your complaint in the district court? If you did not, please tell us why.

“Prisoners” N/A

I did exhaust Administrative remedies with the Office of Fair Housing and Equal Opportunity (enforcement division) of the Department of Housing and Urban Development (hereinafter “FHEO”).

And, I did submit a Claim Against the City and County of San Francisco (hereinafter “CCSF”) to the San Francisco Controller’s Office, Claims Division - which was denied.

**PROCEEDINGS BEFORE THE COURT OF APPEALS.** In this section, we ask you about issues related to this case before the court of appeals and any previous cases you have had in this court.

6. What issues are you asking the court to review in this case? What do you think the district court or the BAP did wrong?

I am requesting this Court to carefully read my Complaints and Magistrate Judge Beeler's decisions. And, reverse, remand, overturn, or overrule her decisions on the grounds of judicial errors and/or other reasons as this Court may determine; and/or make a ruling on my Complaints and/or Motion for Default Judgement, or provide me a leave to amend.

Generally and briefly, Magistrate Judge Beeler:

- a. Evidently, misread my Complaint(s) and factual allegations, and disregarded my mental disability and my physician's medical directive.
- b. Evidently, did not properly apply the laws I asserted in my claims and did not properly apply the precedents in the cases I cited,
- d. Was mistaken to dismiss my federal claims, was mistaken to refuse jurisdiction over my state claims in my original Complaint on the basis that the federal claims had been dismissed, and, evidently, did not consider and/or did not apply 42 U.S.C. § 1988 Proceedings in vindication of civil rights, part (a) Applicability of statutory and common law,
- e. Evidently, did not apply Federal Rules of Civil Procedure (hereinafter "FRCP") Rules 4(a)(1)(E), 4(e)(1) and (2)(C), 5(b)(2)(B)(i), and 55 - on the issue of individually named Appellees' failure to appear, and did not make and/or issue an expressed and/or an appropriate ruling to my motion for a default judgement, and,
- f. Evidently, did not heed the Supreme Court instructions regarding pro se litigants, which she cites in each of her motions to dismiss.

Please see attached "ISSUES" on pages 11-30.

7. Did you present all issues listed in Question 6 to the district court or the BAP? Answer yes or no: No. I did not present 42 U.S.C. § 1988 Proceedings in vindication of civil rights, part (a) Applicability of statutory and common law.
8. If not, why not? Ignorance of section 1988(a), at that time.

9. What law supports these issues on appeal? (You may refer to cases and statutes, but you are not required to do so.)
- a. FHA - 42 U.S.C. §§ 3604(f)(2)(A) and 3604(f)(3)(B),
  - b. FHA - 42 U.S.C. § 3617,
  - c. Code of Federal Regulations (hereinafter “CFR”) Title 24: Housing and Urban Development, Subtitle B, Chapter 1, Subchapter A, Part 100, Subparts A, B, D, F, and G, (in-particular § 100.500 Discriminatory effect prohibited),
  - d. ADA - 42 U.S.C. § 12132,
  - e. CFR Title 28: Judicial Administration, Chapter 1, Part 35, Subparts A, B, and D. And, Appendix B to Part 35—Guidance on ADA Regulation on Nondiscrimination on the Basis of Disability in State and Local Government Services Originally Published July 26, 1991,
  - f. Civil Rights Act - 42 U.S.C. §§ 1983 and 1985(2); and 1988(a),
  - g. FRCP Rules 4(a)(1)(E), 4(e)(1) and (2)(C), 5(b)(2)(B)(i), and 55,
  - h. California Civil Code (hereinafter “CIV”) §§ 39(b), 1565-1590, 1708, 1709, 1710, 1714, 3274-3428,
  - i. California Government Code (hereinafter “GOV”) §§ 815.2, 815.6, 945-951, and 53243.4(a),
  - j. California Welfare and Institutions Code (hereinafter “WIC”) §§ 15610.07, 15610.23(a), 15610.53, 15657.5, and 15657.7,
  - k. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009), and
  - l. *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007).

A brief note: Appellees’ many violations with respect to me, my mental illness and dependent adult status, disability rights, my physician’s medical directive, abuses, and their failure to appear - necessitates my long list of federal and state laws, FRCP rules, and CFR references. Otherwise, I am striving to be succinct.

10. **Other Pending Cases.** Do you have any other cases pending in the court of appeals? No. If so, give the name and docket number of each case. None.

11. **Previous Cases.** Have you filed any previous cases that the court of appeals has decided? No. If so, give the name and docket number of each case. None.

Respectfully,

Allison Barton Rice  
Name

/s/ Allison Barton Rice  
Signature

13809 Research Blvd, Suite 500 PMB 90978  
Austin, TX 78750  
Address

March 3, 2020  
Date

\*\*\*\*\*

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Following “ECF” citations refer to material in the Electronic Case File; pinpoint citations are to the ECF-generated page numbers at the top of documents.

“FACTS”

Overview

In the end, this case is about the fact that I requested a necessary and reasonable disability related policy accommodation from Appellees. That accommodation was permission to have a rent-paying roommate to help alleviate the symptoms of my mental disability. Despite the reasonableness of my requested necessary accommodation, knowledge of my mental illness and my physician’s medical directive, Appellees refused to make it.

Additionally, when I asked Appellees to assist me with legal advice on housing and disability laws and issues, a service that they advertised they offered to citizens of San Francisco, Appellees did not provide that advice because to advise me of my rights as a disabled person under the FHA would have required them to make the accommodation I requested, which they saw as being against the nature of their housing program.

This case is before the U.S. Court of Appeals for the Ninth Circuit because Magistrate Judge Beeler misread both my original and my First Amended Complaints, and dismissed my Complaint on the grounds that I did not qualify for Appellees’ financial-hardship exemption (which I never requested and never needed). This is a fundamental error, since my request for an accommodation was based on my needs, as a person with a severe mental illness, for companionship to help alleviate the crippling isolation and loneliness I experience and not on any financial hardship.

Furthermore, all Appellees were properly served in all capacities. However, with the exception of Ms. Breed, in her official capacity only, the individually named Appellees failed to appear. But, Magistrate Judge Beeler refused to make and/or did not issue a ruling to my Motion for Default Judgement. Nor did she declare that they failed to appear as I requested her to do in my Opposition to Dismiss Plaintiff's First Amended Complaint and Proposed Order, despite the fact that in one of her earlier orders she stated "The other defendants have not appeared." (ECF No. 15, first paragraph, second sentence)

#### Background

1. I am diagnosed with a mental illness which stems from injury or disease I suffered from service as a Hospital Corpsman in the United States Navy, inclusive of service with the United States Marines, for which I have been deemed totally and permanently disabled pursuant to public laws administered by the United States Department of Veterans Affairs.

2. For all material times, I was a resident of the City and County of San Francisco, California.

3. For all material times, I was an individual with a disability as defined in the ADA at 42 U.S.C. § 12102.(1), a person with a handicap as defined in the FHA at 42 U.S.C. § 3602.(h), and a dependent adult as defined in WIC § 15610.23(a).

4. On October 25th 2004, I took possession of a Below Market Rate condominium (hereinafter "BMR") acquired from Appellees in a program entitled the 'Limited Equity Home Ownership Program' (hereinafter "Program"). The

terms and conditions for purchasing, selling, and using my BMR were defined and enumerated in the Declaration of Resale Restrictions and Option to Purchase Agreement (hereinafter “Agreement”).

5. The Program and the Agreement were created and developed by the Appellees and, for the entire time, the Appellees controlled my use of my BMR.

6. In late 2008 or early 2009, I verbally requested and verbally received from a CCSF official consent for a necessary and reasonable disability related policy accommodation based on my mental disability, which she was aware of.

7. That policy accommodation was permission to lease a portion of my home to a roommate, which was necessary to assist me with the symptoms of my mental illness, primarily severe and debilitating isolation and loneliness. Furthermore, Appellees provided such accommodation to two (2) other classes of BMR owners.

8. And, that accommodation did, in fact, help alleviate my mental illness related symptoms and, thus, allowed me to enjoy my life in my home, which I was not able to achieve otherwise or by any other means (i.e. no other effective option). To be clear, without that accommodation, I was effectively forced to live alone at my home. At such times, I greatly suffered from severe and debilitating isolation and loneliness - **an unbearable situation for me given my mental illness.**

9. At no time prior to the events that gave rise to my case, did any CCSF official ever mention or advise me about the Agreement’s “written” consent requirement.

10. On or about the third week of March 2016, I became cognizant of the Agreement's "written" requirement for the accommodation. Almost immediately I reached out to Appellees to resolve that issue, but they were unresponsive.

11. Appellees finally did take notice and responded when that issue was brought to their attention in the review process of the refinancing of my mortgage in October of 2017, at which time they took great exception to the fact that I had a "rent-paying" roommate without "written" consent to do so.

12. Appellees were aware of my mental disability and medical directive, but they immediately (a) made intimidating threats of action to terminate the accommodation which had been verbally made to me, (b) refused my request for written consent for that same accommodation, and (c) responded, and continued to respond (and not respond) in a pattern or practice that suppressed vital information about housing and disability laws that they should have provided to me.

13. Under such stress and duress at the hands of Appellees, out of desperation and "under protest", I did relinquish (sold) my home of 14+ years and left in order to escape that stress and duress, and seek solace and remedy elsewhere for the symptoms of my mental disability.

14. Due entirely to the misconduct of Appellees, I suffered and continue to suffer damage and injury to myself and to my property.

15. Thus, I sought recourse with the FHEO, then by filing a Claim Against the City and County of San Francisco, and then with the District Court of Northern California, San Francisco Division. And, now, with this U.S. Court of Appeals.

## “ISSUES”

### Preface

I do not have a law school education. Although I have been working very diligently since this ordeal began to educate myself as needed in this case, I am ignorant of much of the details of the laws, rules, and procedures.

Here, I identify and explain that which I believe to be judicial errors and/or issues. By necessity, I must leave it to this U.S. Court of Appeals to determine if my identified judicial errors (as well as any part I do not identify) are indeed judicial errors.

### Predominant Error

Magistrate Judge Beeler stated in the “Introduction” section in her second Order Granting [Defendants’] Motion to Dismiss (emphasis mine):

“The plaintiff amended his complaint, and the defendants moved to dismiss it, again on the ground that the plaintiff failed to state a claim because they denied him a rent-paying roommate after he **failed to qualify for a financial-hardship exemption**, not because of his disability.” (ECF No. 58, page 2, lines 5-8)

Magistrate Judge Beeler ultimately ruled that I failed to state a claim because Appellees denied me a rent-paying roommate after I failed to qualify for their financial-hardship exception.

This is an **error** because:

1. It ignores the fact that I never requested and never needed a financial-hardship exemption, and that I only ever requested an accommodation to help relieve the symptoms of my mental disability.

2. It ignores the fact that my claim of an ADA violation was based on the separate issues that, because of my disability, Appellees did not provide me any assistance, legal advice, or protection of my rights (as they advertised that they do); and Appellees did subject me to discrimination. And,

3. It ignores the fact that my claim of sections 1983 and 1985(2) causes of action were based on the separate issues that Appellees (a) did deprive me of my disability rights secured by laws of the United States while acting under color of state law in such manner to not enjoy immunity; and (b) did agree (conspired) to their actions to impede, hinder, obstruct and/or defeat, in any manner, my efforts to obtain an accommodation under the FHA which did deprive me of the equal protection of the laws, and did injure me and my property when I tried to enforce my right to the equal protection of the laws, respectively.

#### State Claims

Regarding my state claims in my original Complaint, it was a mistake to dismiss my federal claims, thus, it was a mistake to refuse jurisdiction over my state claims on the basis that the federal claims had been dismissed - an **error**.

And, evidently she did not consider and/or did not apply 42 U.S.C. § 1988 Proceedings in vindication of civil rights, part (a) Applicability of statutory and common law - in that 42 U.S.C. § 1988(a) extends jurisdiction to the District Court in the trial and disposition of state law claims for the protection of a person's civil rights. But, and again, she refused that jurisdiction to my detriment - an **error**.

Claim by Claim

Magistrate Judge Beeler stated in her “Statement” section (emphasis mine):

“The amended complaint has the following claims: (1) a violation of the FHA, 42 U.S.C. § 3604(f)(3)(B), **based on CCSF’s failure to accommodate his disability by letting him lease the condominium to a roommate**, (2) a violation of the ADA, 42 U.S.C. § 12101 et seq., **on the same ground**, and (3) a civil-rights claim under 42 U.S.C. §§ 1983 & 1985, **on the same ground.**” (ECF No. 58, page 3, lines 8-12)

She identifies four (4) of my five (5) claims (in my amended complaint):

1. FHA § 3604 violation,
2. ADA § 12132 violation,
3. Civil Rights Act § 1983 cause of action, and
4. Civil Rights Act § 1985(2) cause of action.

And, she completely ignores my 5th claim, a FHA § 3617 violation - an **error**.

Specific to my claims that Magistrate Judge Beeler identifies and ruled on, she stated in her “Analysis” section (emphasis mine throughout):

1. FHA Claim,

“The denial of a rent-paying roommate (for **failure to meet financial guidelines**) is not plausibly discrimination, **especially given that the defendants allowed a roommate generally.**” (ECF No. 58, page 6, lines 7-8)

She ruled that my FHA Claim failed because I failed to meet financial guidelines for the Appellees’ financial-hardship exemption and that Appellees allowed a person that would live for free at my home. This is an **error** because:

a. It ignores the fact that I never requested a financial-hardship exemption, and that I only ever requested an accommodation to help relieve the symptoms of my mental illness. And,

b. It ignores my physician’s medical directive and my mental disability related need for a rent-paying roommate, a need which I explained as follows:

“To Plaintiff Rice a roommate who pays his or her own way is like an equal, a companion, someone who shares in the rights and responsibilities of the dwelling. A roommate who lives for free is like a parasite, or a leech getting fat while sucking the blood of it’s host; a person who enjoys an exaggerated standard of living, luxuriating in rights to the shared living space while shouldering none of the responsibilities of the dwelling. In the mind of Plaintiff Rice, a paying roommate was a companion while a non-paying roommate was more like invited vermin. Inviting vermin into his home was unlikely to relieve Plaintiff Rice from the symptoms of his mental illness, and, in some ways, it was likely to make them worse.” (ECF No. 49, page 26, lines 6-22) And,

“Plaintiff Rice did explain several times that he needed a rent-paying roommate to alleviate the symptoms of his mental illness (most significantly, the isolation and loneliness) because a rent-paying roommate is what worked to reduce the symptoms of his disability, whereas a non rent-paying roommate did not.” (emphasis supplied) (ECF No. 52, page 6, lines 21-25)

Furthermore, in Magistrate Judge Beeler’s first Order Granting Defendants’ Motion to Dismiss she stated:

“A plaintiff can establish an FHA discrimination claim by, among other ways, showing that a defendant has failed to provide reasonable accommodations in “rules, policies, practices, or services, when such accommodations may be necessary to afford [a disabled] person equal opportunity to use and enjoy a dwelling.” ... To prevail on an FHA discrimination claim for failure to reasonably accommodate under 42 U.S.C. § 3604(f)(3), a plaintiff must prove all of the following elements: **(1)** the plaintiff is handicapped within the meaning of 42 U.S.C. § 3602(h); **(2)** the defendant knew or should reasonably be expected to know of the handicap; **(3)** accommodation of the handicap may be necessary to afford the handicapped person an equal opportunity to use and enjoy the dwelling; **(4)** the accommodation is reasonable; and **(5)** the defendant refused to make the requested accommodation.” (ECF Nos. 46, page 12, lines 7-18.

Therefore, in my First Amended Complaint I pled facts sufficient to establish exactly (1), (2), (3), (4), and (5) - found in my Claim I - FHA Section 3604 Violation - (ECF No. 49, ¶¶ 71-73 and ¶¶ 76-77, respectively). Her second Order Granting [Defendants’] Motion to Dismiss has the exact same sentence. (ECF No. 58, page 5, line 18-page 6, line 5).

But, (in her second Order) her very next sentence states (emphasis mine):

“The denial of a rent-paying roommate (**for failure to meet financial guidelines**) is not plausibly discrimination, especially given that the defendants allowed a roommate generally. The court explained its reasoning more fully in its earlier order and relies on that reasoning to reach this conclusion.” (ECF No. 58, page 6, lines 7-10)

She clearly stated exactly the five (5) requirements to establish a 42 U.S.C. § 3604(f)(3) discrimination claim and I pled facts sufficient to establish exactly each of those five (5) requirements - but, then, she completely ignores those facts and dismisses my FHA claim because I failed to meet the financial guidelines of the Appellees’ financial-hardship exemption. Which, again, I never requested and never needed. Clearly, a fundamental **error**.

## 2. ADA Claim,

“... the plaintiff does not plausibly plead a claim that the CCSF denied him a roommate for discriminatory reasons given the **undisputed fact** that it denied him a rent-paying roommate because he did not meet income thresholds.” (ECF No. 58, page 6, lines 17-20)

She ruled that my ADA Claim failed because I did not meet the income thresholds of Appellees’ financial-hardship exemption - an **error** because:

a. That fact is disputed. Nowhere in my Complaints or other filings did I suggest that I had applied for an accommodation based on economic need.

b. It ignores that my ADA claim was based on the fact that, because of my disability, Appellees did not provide me any assistance, legal advice, or protection of my rights, which they offer to people in their programs and to the general public of San Francisco; and that they subjected me to discrimination. And,

c. It ignores the fact that my ADA claim was irrespective of Appellees denying (or granting) me a roommate. And, very clearly, my ADA claim has nothing to do whatsoever with the Appellees' financial-hardship exemption.

That is, Appellees' (a) legal and counseling services, which they provide to participants in their programs and to the general public of San Francisco, and (b) the administration of their rules, regulations, or policies in their Below Market Rate housing program, are completely separate issues.

### 3. Section 1983 and 1985 Claims,

“... Mr. Rice claims a violation of his civil-rights, again on the ground that the CCSF discriminated against him **by denying him a paying roommate**. ... Mr. Rice does not plausibly plead claims.” (ECF No. 58, page 6, lines 17-20)

She ruled that my section 1983 and 1985 claims failed because I was denied a paying roommate after I failed to qualify for Appellees' financial-hardship exemption. This is an **error** because:

a. It ignores the fact that my claim of a section 1983 cause of action was based on the separate issue that the individually named Appellees (1) did deprive me of my disability rights secured by laws of the United States while acting under color of state law, and (2) that their conduct (with respect to their actions involving me) was in such manner that they do not enjoy immunity. And,

b. It ignores the fact that my claim of a section 1985(2) cause of action was based on the separate issue that two or more of the individually named Appellees did agree (conspired) to impede, hinder, obstruct and/or defeat, in any manner, my efforts to obtain an accommodation under the FHA (and, prior to that, my exercise

and enjoyment of an accommodation protected by the FHA) which did deprive me of the equal protection of the laws, and did injure me and my property when I tried to enforce my right to the equal protection of the laws.

Notable to my claim of an ADA § 12132 violation and my claims of §§ 1983 and 1985(2) causes of action was Appellees' response to my assertion that I should be accommodated pursuant to the ADA:

“The Americans with Disability Act (ADA) is not applicable to this situation.” (ECF No. 1.2, page 2, first sentence of first paragraph)

That statement was a blocking, deflection, or redirection and it was incorrect if not outright false, which Appellees never wavered from and never explained - despite my repeated requests for explanation - which I clearly stated in my Complaints. (ECF Nos. 1, ¶¶ 69-77 and 49, ¶¶ 54-64).

Even if Appellees were correct that the ADA did not apply, clearly the FHA did apply. Can Appellees avoid making a reasonable accommodation needed by a disabled person simply because he invokes the wrong statute?

Furthermore, CFR Title 28: Judicial Administration, Chapter 1, Part 35 ... **Appendix B to Part 35**—Guidance on ADA Regulation on Nondiscrimination on the Basis of Discrimination in State and Local Government Services, Originally Published July 26, 1991, in the Section-by-Section Analysis, Subpart A—General, Section 35.102 Application, states at first sentence of paragraph 2 (emphasis mine):

“The scope of title II's coverage of public entities is comparable to the coverage of Federal Executive agencies under the 1978 amendment to section 504, which extended section 504's application to all programs and activities “conducted by” Federal Executive agencies, in that **title II applies to anything a public entity does.**”

Magistrate Judge Beeler made an **error** because she evidently did not consider or ignored Appellees' refusal to explain their "(ADA) is not applicable" statement, and/or did not consider or ignored CFR Title 28 § 35.102(a), and the guidance from Appendix B to Part 35 for that regulation which says "... title II applies to anything a public entity does."

#### Mistaken Statements by the District Court

Within Magistrate Judge Beeler's decisions are several erroneous statements. Some echo Appellees' misleading assertions, some are an alteration or a rewording of a quote, others are simply incorrect, inaccurate, and/or mistaken statements that originate in her decisions - **errors**.

Six (6) erroneous statements from Magistrate Judge Beeler's decisions:

**Number 1** - In her second Order Granting [Defendants'] Motion to Dismiss, the second sentence states (emphasis mine):

"The court dismissed the plaintiff's earlier complaint for failure to state a claim under Federal Rule of Civil Procedure 12(b)(6) because the plaintiff did not plausibly plead that the defendants denied him a rent-paying roommate because of his disability (and instead, **the allegations established that the denial was predicated on his failure to qualify for a financial-hardship exemption**)."  
(ECF No. 58, page 1, line 21 - page 2 line 4)

A careful reading clearly shows that both my original and my First Amended Complaints describe egregious treatment of an older veteran suffering from mental illness, supported by factual allegations with exhibits that Appellees did refuse to make a necessary and reasonable disability related policy accommodation, committed discriminatory practices by a public entity, and other misconduct, which, when taken as true, are sufficient to "state a claim to relief that is plausible

on its face” under *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007), and *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009).

Evidently, Magistrate Judge Beeler misread my factual allegations in both my original and First Amended Complaint - an **error**.

**Number 2** - another sentence in her decision states (emphasis mine):

“Ultimately, the **CCSF gave him permission for a roommate** and extended travel (outside the ten-month period) but denied him permission to have a rent-paying roommate because he did not meet the financial-hardship exemption (based on his debt-to-income ratio). (ECF No. 58, page 2, line 20 - page 3, line 2)

Magistrate Judge Beeler echos Appellees’ language in “... CCSF gave him permission for a roommate ...” (i.e. a person that would live for free at my home).

That statement was a ruse Appellees initiated and which I protested in my

Opposition to Dismiss Plaintiff’s First Amended Complaint and Proposed Order:

“... Defendants did not permit Plaintiff Rice anything. Defendants had no authority to permit or not permit Plaintiff Rice from having a “non rent-paying roommate” (i.e. a “guest”, in this case, a person that would live for free in Plaintiff’s home). Plaintiff Rice contends Defendants seek to convey to the Court that Defendants did make an accommodation available to Plaintiff Rice. The truth and reality is Defendants did not make any accommodation available to Plaintiff Rice, and they made no effort of any kind to accommodate Plaintiff ...” (emphasis supplied) (ECF No. 52, page 5, lines 18-23)

Additionally, “... extended travel (outside the ten-month period) ...” was never a part of my Complaints, which I made clear in my first Opposition to

Defendants’ Motion to Dismiss as follows:

“Throughout Defendants Motion and Motion to Dismiss, Defendants include an issue of traveling more than two (2) months per year. That issue is not part of Plaintiff’s Complaint, which is made clear in his Complaint. ECF No. 1 at ¶ 64.” (ECF No. 19, page 6, lines 23-25)

**Number 3** - her very next sentence states, in part (emphasis mine):

“... had to sell his condominium (because, **he said**, he could not afford it).” (ECF No. 58, page 3, lines 3-4)

That is a mistaken statement and it is absolutely incorrect.

It is clear from my filings that my personal finances had nothing to do with the reason(s) I sold my condominium. And, I **never** stated that I could not afford my condominium without a rent-paying roommate or otherwise.

I sold my home “under protest” due to my inability to continue living there without the necessary and reasonable disability related policy accommodation I requested, which I made clear in my filings, as exemplified by:

“The Defendants’ actions and conduct severely disrupted and destabilized Plaintiff Rice and his life, and he became very distraught. Out of a desperation to escape the emotional, mental, and/or psychological trauma, overwhelming despair, and the seemingly permanent isolating and lonesome home environment, he elected to sell what was his home as shown in Plaintiff’s email dated December 13<sup>th</sup> 2017 to Ms. Melissa Borzoni (“Ms. Borzoni”, Below Market Rate Program Specialist, MOHCD), Ms. Yin, Ms. Benjamin and Mr. Nagayama; and in that email Plaintiff Rice states *“I am selling my BMR condominium “under protest”, primarily because the MOHCD has ignored my disability and denies that the ADA is applicable to this/my situation - which is, and has been, injurious and detrimental to me. If and when I can, I intend to seek recourse through an appropriate legal channel.”*, as shown in **Exhibit “X”** and incorporated by reference herein.” (emphasis supplied) (ECF No. 1, page 23, lines 1-11) And,

“Fact: Plaintiff did not voluntarily sell his unit (home). Plaintiff sold his home under great duress placed upon him by the Defendants, which he made abundantly clear in his email to Ms. Borzoni, Ms. Yin, and Ms. Benjamin of the Agency, and Mr. Nagayama of the City Attorney’s Office by his express statement: *“I am selling ... “under protest”, ... ”* (ECF 52, page 6, lines 11-14) And,

“Plaintiff Rice desires to make clear, as best he can, that he could afford his Below Market Rate condominium (an affordable housing unit) precisely because it was affordable. **Plaintiff Rice never claimed, asserted, or implied that he needed a rent-paying roommate to afford his “affordable” home.**” (emphasis mine) (ECF No. 52, page 7, 10-13)

Additionally, that mistaken and incorrect statement originates in Magistrate Judge Beeler's decisions. It does not exist in Appellees' filings, that I could find. And, it certainly is not in my filings.

**Number 4** - for that statement, she cites "Order-ECF No. 46 at 8" (her first Order Granting Defendant's Motion to Dismiss). There, in part, she stated (emphasis mine):

"Ultimately, **unable to afford his condominium without a roommate**, he sold it ..." (ECF No. 46, page 8, lines 12-13)

That is another mistaken statement which originates in her decisions, and it is absolutely incorrect.

I clearly stated in my filings that I could afford my condominium without a rent-paying roommate, as exemplified by (emphasis mine):

"... Plaintiff Rice exercised and enjoyed a reasonable and necessary disability related policy accommodation to combat ... a symptom of his mental illness. That policy accommodation was the sharing of the Property (his home) with a roommate in the normal sense (i.e. roommate pays rent and utilizes the space and amenities, and lives at the Property with him), which was verbally granted to him in the latter part of 2008 (possibly the early part of 2009) by Ms. Horner of the Agency. To be clear, this was **not** for reasons of finance, **Plaintiff Rice could afford his home otherwise.**" (ECF No. 49, page 12, lines 5-11)

"Again, **Plaintiff Rice could afford his home** because it was affordable housing." (ECF No. 52, page 8, lines 4-5)

"To be clear, this was **not** for reasons of finance, **Plaintiff Rice could afford his home** without the need of a rent-paying roommate." (ECF No. 52, page 10, lines 6-8) And,

**Number 5** - another sentence in her decision states (emphasis mine):

"To boost his fact allegations in the earlier complaint, the plaintiff adds that a rent-paying roommate is **not merely someone who aids him for "reasons of finance"** and instead is someone who assists him addressing his disabilities, in part

because a paying roommate is a real roommate and a true companion (as opposed to a “parasite” or a “leech”).” (ECF No. 58, page 5, lines 13-16.)

Here is the exact quote of the section in my First Amended Complaint from which she draws her statement (emphasis mine):

“The accommodation required by Plaintiff Rice at the Property for his particular mental handicap was a roommate in the normal sense (i.e. roommate pays rent and utilizes the space and amenities, and lives at the Property with the Plaintiff). **Not for reasons of finance**, but, quite simply, because a rent paying roommate was effective in assisting Plaintiff Rice with his mental handicap and other solutions were not. ... To Plaintiff Rice a roommate who pays his or her own way is like an equal, a companion, someone who shares in the rights and responsibilities of the dwelling. A roommate who lives for free is like a parasite, or a leech getting fat while sucking the blood of it’s host; a person who enjoys an exaggerated standard of living, luxuriating in rights to the shared living space while shouldering none of the responsibilities of the dwelling. In the mind of Plaintiff Rice, a paying roommate was a companion while a non-paying roommate was more like invited vermin. Inviting vermin into his home was unlikely to relieve Plaintiff Rice from the symptoms of his mental illness, and, in some ways, it was likely to make them worse.” (ECF No. 49, page 26, lines 6-22)

Magistrate Judge Beeler made an incorrect rewriting of my First Amended Complaint by inserting her own words between mine: “... **not merely someone who aids him for reasons of finance** ...” Apparently and/or evidently she did not realize that my requested accommodation was entirely disability related.

Regarding my life in what was my home, my “fact allegations” were always that I needed a rent-paying roommate to help me cope with the symptoms of my mental illness, primarily isolation and loneliness, because that is the truth.

In my original Complaint, my use of the word “roommate” meant a “rent-paying” roommate. And, in the letter of support from my primary care physician, her use of the word “roommates” meant “rent-paying” roommates, which she made absolutely clear in her subsequent Declaration of Support. There, she states:

“... 3. My use of the word “roommates” meant rent-paying roommates. 4. It was not my recommendation that Mr. Rice take in non rent-paying roommates.” (ECF No. 54, page 2, lines 9-10)

And, I made clear in both my original and my First Amended Complaints that a (rent-paying) roommate was necessary to help me with the symptoms of my mental illness, as follows (emphasis mine):

“In 2007, Plaintiff Rice became increasingly interested in having a roommate **out of concern for the emotional states he experiences as part of his diagnosed disability** (i.e. isolation & loneliness).” (ECF No. 1, page 8, lines 7-9)

“In a letter (“Physician’s Letter”) dated September 19<sup>th</sup> 2017, Alison Ludwig, MD, Physician Chief of Medical Practice at the San Francisco Veterans Affairs Medical Center (“Plaintiff’s Physician”) informed the Defendants of the critical role that Plaintiff’s Roommate plays in his treatment plan, and that having a roommate living with him has made it possible for him to maintain a stable home environment. Moreover, having a roommate had **contributed to a significantly better level of mental health, emotional stability, and well-being in general for Plaintiff Rice. More specifically, having a roommate significantly diminished Plaintiff’s severe issues with isolation and loneliness, which had proven to be debilitating to Plaintiff**, as shown in **Exhibit “E”** and incorporated by reference herein. ... Plaintiff’s Roommate is, therefore, a required part of his **treatment for his disabilities**, has been proven to ameliorate the effect of his disability by providing a normal home environment, emotional support, and companionship, and was helpful in his engagement of major life activities.” (ECF Nos. 1, page 12, lines 11-23 and 1.1, page 25) And,

“The accommodation required by Plaintiff Rice at the Property **for his particular mental handicap** was a roommate in the normal sense (i.e. roommate pays rent and utilizes the space and amenities, and lives at the Property with the Plaintiff). Not for reasons of finance, but, quite simply, because a rent paying roommate was effective in assisting Plaintiff Rice with his mental handicap and other solutions were not.” (ECF No. 49, page 26, lines 6-11)

And, in my Opposition to Dismiss Plaintiff’s First Amended Complaint and Proposed Order, I clearly stated that a rent-paying roommate was necessary to help alleviate the symptoms of my mental illness, as shown by (emphasis supplied):

“Plaintiff Rice needed a rent-paying roommate to alleviate the symptoms of his mental illness. (ECF No. 52, page 7, lines 16-17)

As I stated, within Magistrate Judge Beeler’s rulings are several erroneous statements. Thus far, I believe I have made that clear. But, I am including one more, which I believe illustrates well that my Complaint and, especially, my claim of a FHA § 3604 violation was, indeed, disability related and not about my personal finances. And, that my Complaint was dismissed in complete **error**.

Mentioned previously at pages 13 and 15, in her decision she states (emphasis mine):

“The denial of a rent-paying roommate (**for failure to meet financial guidelines**) is not plausibly discrimination, especially given that the defendants allowed a roommate generally. The court explained its reasoning more fully in its earlier order and relies on that reasoning to reach this conclusion.” (ECF No. 58, page 6, lines 7-10)

**Number 6** - for that statement, her citation is: “Order–ECF No. 46 at 11-12” (her first Order Granting Defendant’s Motion to Dismiss). There, in part, she stated (emphasis mine):

“Mr. Rice’s **allegations essentially are that he needed a roommate to afford his condominium.**” (ECF No. 46, page 11, lines 8-9)

For that sentence, her citation is: “*See* Compl. – ECF No. 1 at 24–25 (¶¶ 109–113).” Those paragraphs from my original Complaint are within my section:

“IV. PLAINTIFF’S DAMAGES RESULTING FROM DEFENDANTS REFUSAL TO PROVIDE A NECESSARY AND REASONABLE DISABILITY RELATED POLICY ACCOMMODATION AND PERSONAL INJURY” (ECF No. 1, pages 22-26)

In that section, I speak of Appellees' misconduct and the losses I suffered, and that I was selling my BMR "under protest", great duress, and because Appellees' conduct had been injurious and detrimental to me. **And**, that I would have stayed on with a rent-paying (clearly, for my mental disability reasons) roommate - **but for** Appellees' actions, etc.

**Very importantly, none of my statements and none of my allegations say I needed a roommate to afford my condominium - again, NONE.**

She, evidently, misread my original Complaint because "... allegations essentially are that he needed a roommate to afford his condominium." is a mistaken statement that is absolutely incorrect and it originates in her decisions.

Here, again, are Magistrate Judge Beeler's mistaken and incorrect statements that originate in her decisions, in chronological order:

1. "... unable to afford his condominium without a roommate ..." (ECF No. 46, page 8, lines 12-13)

2. "... allegations essentially are that he needed a roommate to afford his condominium." (ECF No. 46, page 11, lines 8-9)

3. "... had to sell his condominium (because, he said, he could not afford it)." (ECF No. 58, page 3, lines 3-4)

And, again, the following:

I never made any statement nor did I ever allege that I needed a roommate to afford my condominium - not in my Complaints, not anywhere.

I never requested and never needed Appellees' financial-hardship exemption.

I only ever requested an accommodation to help relieve the symptoms of my mental illness. And,

I clearly expressed in my filings that my claim of FHA violations concerned my mental disability, the symptoms of my mental disability, disabled status, and disability rights secured by federal law.

However, Magistrate Judge Beeler dismissed my claim of a FHA § 3604 violation and everything else because I did not qualify for Appellees' financial-hardship exemption. A complete error.

### Discriminatory Effect

As if the aforementioned errors are not enough, there is another **error**. Magistrate Judge Beeler evidently ignored the clearly discriminatory effect Appellees' actions had on me.

CFR Title 24 § 100.500 Discriminatory effect prohibited, states, in part:

“Liability may be established under the Fair Housing Act based on a practice's discriminatory effect, as defined in paragraph (a) of this section, even if the practice was not motivated by a discriminatory intent. ...

(a) *Discriminatory effect*. A practice has a discriminatory effect where it actually or predictably results in a disparate impact on a group of persons or creates, increases, reinforces, or perpetuates segregated housing patterns because of race, color, religion, sex, handicap, familial status, or national origin.”

### Proper Service, Failure to Appear, and Default Judgement Issue

Relevant to this issue: FRCP Rules 4(a)(1)(E), 4(e)(1) and (2)(C), 5(b)(2)(B)(i), and 55; and ECF Nos. 15, 16, 17, 21, 32, 33, 35, 38, 39, 43, 49 and 52.

1. On July 25, 2019 all individually named Appellees were duly and properly served in any and all capacities. Not only pursuant to FRCP 4(a)(1)(E), 4(e)(1) and (2)(C), and 5(b)(2)(B)(i), but also pursuant to California Code of Civil Procedure § 415.20.(b) and § 416.90, San Francisco Municipal Code Section 3.100

part 3, and per the CCSF City Attorney and/or the CCSF City Attorney's Office.

(ECF Nos. 6, 21, 32 ¶¶ 9-17, 33, and 52 ¶¶ 51-60)

2. All individually named Appellees were required to appear by August 15, 2019.

3. All individually named Appellees did not appear, except London Breed in her official capacity only.

4. On August 21, 2019 the District Court issued an Order signed by Magistrate Judge Beeler, it states (emphasis mine):

“Defendants the City and County of San Francisco ("CCSF") and Mayor London Breed have appeared and moved to dismiss the plaintiff's complaint. ECF No. [10]. **The other defendants have not appeared.** The court flags for the parties that all of the defendants must appear and consent to magistrate-judge jurisdiction for the undersigned to be able to decide the motion. (Note that any party is free to withhold consent to proceed before a magistrate judge without adverse substantive consequences.)

The plaintiff has filed a certificate of service with respect to all defendants. ECF No. [8]. The court's deputy contacted counsel for CCSF, who took the position that the defendants other than CCSF have not been properly served. Those defendants all appear to be CCSF officials. The court asks counsel for CCSF to file a statement by August 26, 2019 explaining what the proper process is for serving CCSF officials with legal process.” (ECF No. 15)

5. On August 26, 2019:

a. Counsel for Appellees submitted a letter that did **not** explain or support their claim of not being properly served. (ECF No. 16)

b. Appellees filed Joinder in Motion to Dismiss Filed by Defendants Hartley, Benjamin, Yin, Herrera, and Nagayama in their Official Capacities’. (ECF No. 17)

6. On August 27, 2019 I submitted a letter protesting Counsel for Appellees assertions of Appellees not being properly served. (ECF No. 21)

7. The District Court clerk did not enter Appellees' default as required by FRCP Rule 55(a) and (b)1.

8. On September 19, 2019 I filed Plaintiff's Notice of Motion and Motion for Default Judgement [Fed. R. Civ. P. 55(b)(2)], and Declaration of Andy Esquer in Support of Plaintiff's Motion for Default Judgement. (ECF Nos. 32 and 33)

9. On September 26, 2019 I filed 'Request for Clerk's Entry of Default'. (ECF No. 35)

10. On September 27, 2019 the Clerk filed a letter that stated:

"Default is declined as to London Breed, Kate Hartley, Mari Benjamin, Cissy Yin, Dennis Herrera and Keith Nagayama on September 27, 2019." (ECF No. 38)

11. On October 3, 2019 Appellees filed Defendants' Opposition to Plaintiff's Motion for Default Judgement. (ECF No. 39)

12. On October 7, 2019 I filed 'Reply Brief in Support of Plaintiff's Motion for Default Judgement'. (ECF No. 43)

13. Magistrate Judge Beeler did not make and/or issue a ruling to my Motion for Default Judgement [Fed. R. Civ. P. 55(b)(2)].

14. Magistrate Judge Beeler's only (and inappropriate) response to my Motion for Default Judgement [Fed. R. Civ. P. 55(b)(2)] is found in her first Order Granting Defendants' Motion to Dismiss. There, in a footnote, she described my Motion for Default Judgement [Fed. R. Civ. P. 55(b)(2)] as follows:

"The motion for default judgment is procedurally irregular for the reasons that the defendants advance. *See* Fed. R. Civ. P. 55; Opp. to Mot. for Default J. – ECF No. 39." (ECF No. 46, page 2, footnote 2, lines 22-23)

15. And, Magistrate Judge Beeler was (a) completely silent on the “proper service” issue, (b) completely silent on Appellees’ admission that they were properly served as indicated in their joining CCSF and London Breed (in their official capacity only), (c) completely silent concerning Appellees’ official vs. individual capacities, and (d) completely silent on Appellees’ refusal to appear in their individual capacities. And, the Clerk never provided any explanation.

16. Consequently, in the “Proper Service and Failure to Appear” and “Proposed Order” sections of my Opposition to Dismiss Plaintiff’s First Amended Complaint and Proposed Order, I, again, asserted that the individually named Appellees were properly served and I requested Magistrate Judge Beeler:

“... to find that on July 25<sup>th</sup> 2019 at 3:45 PM individually named Defendants in their official capacity and individual capacity were each duly and properly served a copy of the Summons and of the Complaint, and that all individually named Defendants, except Ms. Breed in her official capacity, have not appeared and, thus, failed to appear.” (ECF No. 52, page 27, lines 18-22) And,

“... to find that on July 25<sup>th</sup> 2019 at 3:45 PM, individually named Defendants in their official capacity and individual capacity were each duly and properly served a copy of the Summons and of the Complaint, and declare that all individually named Defendants, except Ms. Breed in her official capacity, did not appear and, thus, failed to appear.” (ECF No. 52, page 39, lines 9-12)

17. But, in Magistrate Judge Beeler’s second Order Granting [Defendants’] Motion to Dismiss (ECF No. 58), she was completely silent on the proper service and failure to appear issue that I raised in my Opposition to Dismiss Plaintiff’s First Amended Complaint and Proposed Order.

Her silence and non-response to some or all of the Proper Service, Failure to Appear, and Default Judgement Issue, as described above, is an **error**.

Supreme Court Instructions Regarding Pro Se Litigants

In Magistrate Judge Beeler's first and second Order Granting Defendants'

Motion to Dismiss, she included a section entitled Pro Se Pleadings which states:

““The Supreme Court has instructed the federal courts to liberally construe the inartful pleading of pro se litigants. It is settled that the allegations [in a pro se complaint,] however inartfully pleaded[,] are held to less stringent standards than formal pleadings drafted by lawyers.” *Eldridge v. Block*, 832 F.2d 1132, 1137 (9th Cir. 1987) (internal citations and quotations omitted) ...” (ECF Nos. 46 and 58, page 10, lines 22-28; and page 4, line 26 to page 5, line 4 - respectively)

Both a general reading and a detailed reading (carefully done) of Magistrate Judge Beeler's rulings and my filings (Complaints and otherwise), reveal that the Supreme Court's instructions for Pro Se Pleadings went unheeded.

Recap

My Case:

First Amended Complaint claims:

1. FHA § 3604,
2. FHA § 3617,
3. ADA § 12132,
4. Civil Rights Act § 1983,
5. Civil Rights Act § 1985(2),

Original Complaint claims included:

6. 18 U.S.C. §§ 241, 242, 1001 and 1018
7. CIV §§ 1708, 1709, 1710, 1714(a), 1752, and 1573,
8. GOV §§ 815.2, 815.6, and 53243.4(a),
9. WIC §§ 15610.53, 15610.57, and 15656(b)

District Court issues:

1. Relied exclusively on “failed to qualify for a financial-hardship exemption” as grounds to dismiss my Complaint,

2. Evidently, ignored my disability related basis for my FHA claims,

3. Evidently, ignored that Appellees unlawfully used their own rules, regulations, or policies to circumvent the mandates of the FHA,
4. Evidently, ignored my multiple and separate bases for my claims,
5. FHA § 3617 completely absent in its final ruling,
6. Did not consider or ignored the discriminatory effect on me,
7. Evidently, did not consider or ignored CFR Title 28 § 35.102(a), and the guidance from Appendix B for that regulation,
8. Was mistaken to reject jurisdiction of my state claims,
9. Evidently, ignored and/or did not apply 42 U.S.C. § 1988 Proceedings in vindication of civil rights, part (a) Applicability of statutory and common law,
10. Injected mistaken and incorrect statements (i.e. "... had to sell his condominium (because, he said, he could not afford it)."),
11. Clerk refused to enter Appellees' default as required by FRCP Rule 55(a) and (b)1 and provided no explanation,
12. Did not make and/or issue a ruling to my Motion for Default Judgement [Fed. R. Civ. P. 55(b)(2)],
13. Completely silent on proper service issue, Appellees' official and individual capacities, and Appellees' refusal to appear in their individual capacities, and
14. Evidently, Supreme Court's Pro Se Litigants instructions went unheeded.

Closing Comment

As stated earlier, I do not have a law school education. By necessity, I can only strive and do my utmost to provide an accurate and absolutely truthful telling of the facts, and what the issues are in my view and what I believe. Which is exactly what I have done in this Opening Brief. Furthermore, I have provided what I believe are the applicable laws and two (2) applicable cases.

Summation

I requested a necessary and reasonable disability related policy accommodation. Despite the reasonableness of my requested necessary accommodation, knowledge of my mental illness and my physician's medical directive, Appellees refused to make it - in violation of FHA § 3604. Additional conduct by the Appellees was in violation of other laws.

Yet, Magistrate Judge Beeler dismissed my claim of a FHA § 3604 violation and everything else on the grounds that I did not qualify for Appellees' financial-hardship exemption.

(Opening Brief continued on next page)

Prayer

I humbly and respectfully request that the U.S. Court of Appeals for the Ninth Circuit carefully read my Complaints and Magistrate Judge Laurel Beeler's decisions. And, reverse, remand, overturn, or overrule her first and second Order Granting Defendants' Motion to Dismiss and Judgement on the grounds of judicial errors and/or other reasons as this Court may determine; and/or make a ruling on my Compliant(s) and/or Motion for Default Judgement [Fed. R. Civ. P. 55(b)(2)]; or provide me a leave to amend - in the interests of justice and to provide me fair and equal protection under the laws.

Sincerely,

Allison Barton Rice  
Name

/s/ Allison Barton Rice  
Signature

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Austin, TX 78750  
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March 3, 2020  
Date