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SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

1 Mr. Allison Barton Rice
2 700 Lavaca St. #1400-90978
3 Austin, TX 78701
4 PH: (415) 579-8208
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6 Plaintiff, in propria persona

7 **UNITED STATES DISTRICT COURT**

8 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

9 ALLISON BARTON RICE, an individual,

CASE NO.: **CV-19-4250**

LB

10 Plaintiff,

COMPLAINT FOR VIOLATIONS OF:

11 v.

- 12 1. **FAIR HOUSING ACT BY DISCRIMINATION ON BASIS OF DISABILITY;**
- 13 2. **TITLE II OF THE AMERICANS WITH DISABILITIES ACT;**
- 14 3. **ORDINARY AND GROSS NEGLIGENCE;**
- 15 4. **FRAUD, CONSPIRACY AGAINST RIGHTS, DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, ABUSE OF PUBLIC AUTHORITY;**
- 16 5. **ELDER ABUSE AND DEPENDENT ADULT CIVIL PROTECTION ACT.**

17 THE CITY AND COUNTY OF SAN FRANCISCO; LONDON BREED, MAYOR OF THE CITY OF SAN FRANCISCO; KATE HARTLEY, DIRECTOR OF THE SAN FRANCISCO MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT; MARIA BENJAMIN, DIRECTOR OF HOMEOWNERSHIP & BELOW MARKET RATE PROGRAMS SAN FRANCISCO MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT; CISSY YIN, HOMEOWNERSHIP & BELOW MARKET RATE PROGRAMS COMPLIANCE MANAGER SAN FRANCISCO MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT; DENNIS HERRERA, SAN FRANCISCO CITY ATTORNEY; KEITH NAGAYAMA, SAN FRANCISCO CITY DEPUTY ATTORNEY and DOES 1 through 50,

22 Defendants.

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28 ALLISON BARTON RICE v. THE CITY AND COUNTY OF SAN FRANCISCO, et al.

Case No.

COMPLAINT

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INTRODUCTION

1. This is an action for injunctive and equitable relief, as well as monetary damages, to redress THE CITY AND COUNTY OF SAN FRANCISCO; LONDON BREED, INDIVIDUALLY AND IN HER CAPACITY AS MAYOR OF THE CITY OF SAN FRANCISCO; KATE HARTLEY, INDIVIDUALLY AND IN HER CAPACITY AS DIRECTOR OF THE SAN FRANCISCO MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT; MARIA BENJAMIN, INDIVIDUALLY AND IN HER CAPACITY AS DIRECTOR OF HOMEOWNERSHIP & BELOW MARKET RATE PROGRAMS SAN FRANCISCO MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT; CISSY YIN, INDIVIDUALLY AND IN HER CAPACITY AS HOMEOWNERSHIP & BELOW MARKET RATE PROGRAMS COMPLIANCE MANAGER SAN FRANCISCO MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT; DENNIS HERRERA, INDIVIDUALLY AND IN HIS CAPACITY AS SAN FRANCISCO CITY ATTORNEY; KEITH NAGAYAMA, INDIVIDUALLY AND IN HIS CAPACITY AS SAN FRANCISCO CITY DEPUTY ATTORNEY; and DOES 1 through 50 (hereinafter collectively “Defendants”) unlawful practices against Plaintiff ALLISON BARTON RICE (hereinafter “Plaintiff” or “Plaintiff Rice”), including Defendants’ unlawful discrimination against Plaintiff Rice in light of his disability; refusal to provide a necessary and reasonable disability related policy accommodation; and interference in Plaintiff’s exercise of his rights in violation of: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“the Fair Housing Act”); Title II Of The Americans With Disabilities Act of 1990 (“ADA”); for Ordinary and Gross Negligence; for Fraud, Conspiracy Against Rights, Deprivation of Rights Under Color of Law, Abuse of Public Authority; and for Abuse of a Dependent Adult.

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ALLISON BARTON RICE v. THE CITY AND COUNTY OF SAN FRANCISCO, et al.
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1 2. Defendants conduct was knowing, malicious, willful, wanton, not a good faith
2 performance of official duties, and in reckless disregard for Plaintiff Rice, which has caused and
3 continues to cause Plaintiff Rice to suffer substantial economic and non-economic damages
4 including, but not limited to, severe and intense mental anguish, emotional distress, debilitating
5 anxieties, humiliation, and stress related physical symptoms.

6 3. Plaintiff alleges that Defendants engaged in:

7 (A). Discriminatory practices, services, and/or activities by way of refusal to
8 make a necessary and reasonable disability related policy accommodation when such
9 accommodation was necessary to afford Plaintiff Rice equal opportunity to enjoy his dwelling;
10 and unlawful retaliation in the form of coercion, intimidation, threat, and interference in
11 Plaintiff's enjoyment of his dwelling on account of the exercise or enjoyment of his protected
12 rights in violation of the Fair Housing Act, Sections 42 U.S.C. §§ 3604(f)(3)(B), 3604(f)(2)(A)
13 and 3617;

14 (B). Discriminatory practices, services, and/or activities by way of
15 misrepresentations, suppressions, concealments, and/or deceptions in violation of the ADA,
16 Section 42 U.S.C. § 12132;

17 (C). A breach and failure to conform to the duty of reasonable care in
18 violation of California Civil Code, Sections 1708 and 1714(a);

19 (D). A breach and failure to conform to an inherent duty to provide full
20 disclosure as was appropriate in this case;

21 (E). Intentional and/or reckless treatment and/or behavior with respect to, but
22 not limited to, Plaintiff Rice and his health, well-being, disabilities, medical condition, rights,
23 and veteran status that was so severe, extensive, and complete that it was *extreme and*
24 *outrageous*.

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1 (F). Fraud, Conspiracy Against Rights, Deprivation of Rights Under Color of
2 Law, and Abuse of Public Authority by way of misrepresentations, suppressions, concealments,
3 and/or deceptions in writings and verbally (in the case of conspiracy, by two (2) or more
4 Defendants) pursuant to Sections 18 U.S.C. §§ 241, 242, 1001 and 1018, and California Civil
5 Code, Sections 1709, 1710, 1572, and 1573; and California Government Code, Section
6 53243.4(a); and,

7 (G). Abuse of a dependent adult by way of neglect and/or other treatment
8 resulting in severe and intense mental suffering, distress, anguish, and humiliation pursuant to
9 California Welfare and Institutions Code, Sections 15610.53, 15610.57, and 15656(b).

10 4. Plaintiff Rice filed a complaint of discrimination on the basis of disability and
11 failure to make a necessary and reasonable disability related policy accommodation in violation
12 of the Fair Housing Act with the United States Department of Housing and Urban Development
13 (“HUD”).

14 5. Plaintiff Rice elects to have the claims stated in the HUD complaint determined
15 in a civil action, per his rights under the Fair Housing Act, 42 U.S.C. § 3613(a).

16 6. Plaintiff Rice therefore brings this action for injunctive relief and monetary
17 damages pursuant to the Fair Housing Act, 42 U.S.C. § 3613(a).

18 **JURISDICTION, VENUE, AND INTRADISTRICT ASSIGNMENT**

19 7. The Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1343
20 and/or 42 U.S.C. § 3613(a), as this action involves federal questions regarding the deprivation
21 of Plaintiff's civil rights under Title VII, Section 1981 and/or Title VIII, Section 3613. The Court
22 has supplemental jurisdiction over Plaintiff's related claims arising under state and local law
23 pursuant to 28 U.S.C. § 1367(a).

24 8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and/or 42 U.S.C.
25 § 3613(a), and this lawsuit should be assigned to the San Francisco Division of this Court
26 because a substantial part of the events or omissions giving rise to this action, including the
27 unlawful housing practices alleged herein, occurred in the City and County of San Francisco.

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PARTIES

9. For all material times herein, Plaintiff Rice was a resident of San Francisco, California.

10. For all material times herein, Plaintiff Rice was the owner of a Below Market Rate (“BMR”) condominium (“the Property”), which was his home for 14+ years. Prior to that, Plaintiff Rice has never lived in one residence for more than four (4) years, and typically for not more than two (2) years. And, in his mid-thirties, he suffered a three (3) year period of homelessness. Furthermore, Plaintiff Rice has never been married and has no children.

11. Plaintiff Rice is a Vietnam Era veteran.

12. Plaintiff Rice has been diagnosed with mental health disabilities which stem from injury or disease suffered from service as a Hospital Corpsman in the United States Navy, inclusive of service with the United States Marines, and for which Plaintiff Rice has been deemed totally and permanently disabled pursuant to public laws administered by the United States Department of Veterans Affairs, as shown in **Exhibit “A”** and incorporated by reference herein.

13. Plaintiff’s disabilities substantially impair major life activities including, concentrating, thinking, communicating, working, emotional adjustment, interpersonal and social skills & abilities.

14. For all material times herein, Plaintiff Rice has suffered from disabilities pursuant to the Fair Housing Act as set forth in Section 42 U.S.C. § 3602(h).

15. For all material times herein, Plaintiff Rice has suffered from disabilities pursuant to the Americans with Disabilities Act as set forth in Section 42 U.S.C. § 12102.

16. For all material times herein, Plaintiff Rice has suffered from disabilities and a medical condition pursuant to the California Civil Code as set forth in Section 51(e)(1) and (3).

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1 17. For all material times herein, Plaintiff Rice has suffered mental limitations but
2 was competent to handle normal activities sufficient to live independently. However, and
3 especially in this convoluted and complex case that found Plaintiff Rice solely faced against
4 public authorities, Plaintiff’s mental limitations restrict his ability to protect his rights pursuant
5 to the California Welfare and Institutions Code as set forth in Section 15610.23(a)

6 18. For all material times herein, Defendant CITY AND COUNTY OF SAN
7 FRANCISCO was a municipal corporation, duly organized and existing under its charter and
8 the laws of the State of California. Under its authority, defendant City and County of San
9 Francisco operates the San Francisco Mayor’s Office of Housing and Community Development
10 (“MOHCD”) and committed violations of the Fair Housing Act, the Americans with Disabilities
11 Act, Plaintiff’s Civil Rights, and the California Code which harmed Plaintiff Rice.

12 19. For all material times herein, Defendant LONDON BREED, MAYOR OF THE
13 CITY OF SAN FRANCISCO, was the Mayor or the Acting Mayor of the City of San Francisco
14 and directed and controlled the MOHCD and committed violations of the Fair Housing Act, the
15 Americans with Disabilities Act, Plaintiff’s Civil Rights, and the California Code which harmed
16 Plaintiff Rice.

17 20. For all material times herein, Defendant KATE HARTLEY, DIRECTOR OF
18 THE SAN FRANCISCO MAYOR’S OFFICE OF HOUSING AND COMMUNITY
19 DEVELOPMENT, was the Director or Interim Director of the MOHCD and directed and
20 controlled the MOHCD and committed violations of the Fair Housing Act, the Americans with
21 Disabilities Act, Plaintiff’s Civil Rights, and the California Code which harmed Plaintiff Rice.

22 21. For all material times herein, Defendant MARIA BENJAMIN, DIRECTOR OF
23 HOMEOWNERSHIP & BELOW MARKET RATE PROGRAMS SAN FRANCISCO
24 MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, was the Director
25 of Homeownership & Below Market Rate Programs of the MOHCD and directed and controlled
26 the Homeownership & Below Market Rate Programs of the MOHCD and committed violations
27 of the Fair Housing Act, the Americans with Disabilities Act, Plaintiff’s Civil Rights, and the
28 California Code which harmed Plaintiff Rice.

1 26. Plaintiff Rice entered into the LEHP DECLARATION OF RESALE
2 RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT (“the Agreement”) with the
3 Redevelopment Agency of the City and County of San Francisco (“Agency”). The Agreement is
4 identified as Instrument No. DOC-2004-H838555-00 recorded at the County of San Francisco
5 Recorder’s Office on October 25th 2004, as shown in **Exhibit “B”** and incorporated by
6 reference herein.

7 27. In 2007, Plaintiff Rice became increasingly interested in having a roommate out
8 of concern for the emotional states he experiences as part of his diagnosed disability (i.e.
9 isolation & loneliness). The Property was a one (1) bedroom unit and required modification to
10 create two (2) rooms out of the single large bedroom and, thus, make the Property suitable for
11 two (2) people to live in as roommates.

12 28. On or about August 2nd 2007, via a phone call, Plaintiff Rice requested
13 permission from Ms. Edith Horner (“Ms. Horner”) to modify the Property, Ms. Horner directed
14 Plaintiff to her superior, Mr. David Sobel (“Mr. Sobel”), both were employees of the SFRA.

15 29. On or about August 2nd 2007, via a phone call, Plaintiff Rice requested
16 permission from Mr. Sobel to modify the Property. Mr. Sobel verbally granted permission for
17 Plaintiff Rice to modify the Property if Plaintiff Rice was willing to return the Property back to
18 its original design if need be, when and if Plaintiff Rice were to sell and move elsewhere. In
19 referenced phone call, Mr. Sobel subsequently requested Plaintiff Rice put his request and such
20 agreement in an email and send it to Ms. Horner and himself (Mr. Sobel).

21 30. At 6:33 PM on August 2nd 2007, Plaintiff Rice sent an email to Ms. Horner and
22 Mr. Sobel stating “,... *if need be, I could and would be willing to make it conditional that I*
23 *return the space back to its original design if and when I move to some place else.*”. Plaintiff
24 Rice further stated “*FYI, I am a 53 year old retired disabled veteran, without much money, and*
25 *with no particular elements on the horizon that would indicate that I would be moving or*
26 *making much of any changes before I die.*”, as shown in **Exhibit “C”** and incorporated by
27 reference herein.

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1 36. At 12:11 PM on August 4th 2015, Plaintiff Rice received an email from Mr.
2 Smith, in which Mr. Smith states “*Mr. Rice, please direct any questions you have concerning*
3 *200 Brannan Street.*” [sic]. At 5:08 PM on August 4th 2015, Plaintiff Rice wrote to Mr. Smith
4 via email setting forth his previously obtained permission from Ms. Horner to be away from the
5 Property for more than two months per year and requested the same from Mr. Smith, and for
6 Mr. Smith to “*Please advise.*”. (See **Exhibit “D”**)

7 37. Plaintiff Rice never received a response from Mr. Smith or anyone else in regard
8 to his request as set forth above in paragraph 36.

9 38. Additionally, Plaintiff’s 5:08 PM August 4th 2015 email to Mr. Smith contains
10 the following statement from Plaintiff Rice “*FYI, I am a 61 y/o 100 percent service connected*
11 *disabled Viet-Nam Era veteran.*”. [sic] (See **Exhibit “D”**)

12 39. In another effort to ensure his compliance, later in August or early September
13 2015, Plaintiff Rice called the phone number provided in Mr. Smith’s email, received Mr.
14 Smith’s voicemail, left a message about his earlier email and its subject matter, and requested
15 Mr. Smith to call him back.

16 40. Plaintiff Rice never received a response in regard to his request as set forth above
17 in paragraph 39.

18 41. With respect to having a roommate, Plaintiff Rice was not cognizant of the
19 “written” consent requirement within the Agreement until the early part of 2016. On or about
20 the third week of March 2016, while moving storage boxes and examining contents therein,
21 Plaintiff Rice came across a copy of the Agreement and began to peruse it. While perusing that
22 portion of Section 6.1 that states “... *Owner shall not lease the Property, or any portion thereof,*
23 *without Agency’s prior written consent.*” Plaintiff Rice then became cognizant of the “written”
24 requirement to lease a portion thereof of the Property to a roommate.

25 42. At 11:19 AM on March 23rd 2016, Plaintiff Rice again reached out to Ms. Horner
26 via email and requested that she write a letter on his behalf confirming the SFRA did indeed
27 give permission to Plaintiff Rice allowing him to be away from the Property for more than two
28 months per year and to have a roommate. (See **Exhibit “D”**)

1 43. Plaintiff Rice never received a response in regard to his request as set forth above
2 in paragraph 42.

3 44. In another effort to address the “written” consent requirement and ensure his
4 compliance, on or about April 10th 2016, Plaintiff Rice called the phone number provided in Mr.
5 Smith’s email. Plaintiff Rice received Mr. Smith’s voicemail, left a message, presumably about
6 the “written” consent issue, and requested Mr. Smith to call him back.

7 45. Plaintiff Rice never received a response in regard to his request as set forth above
8 in paragraph 44.

9 46. At no time did Ms. Horner or anyone else at the SFRA advise Plaintiff Rice
10 about the “written” requirement/s in the Agreement (i.e. as found at that portion of Section 6.1
11 that states “... *Owner shall not lease the Property, or any portion thereof, without Agency’s*
12 *prior written consent.*”; and at that portion of Section 13.12 that states “*Any modification or*
13 *waiver of any provision of this Declaration or any amendment thereto must be in writing ...*”).

14 47. Additionally, at no time during the orientation to the ‘Limited Equity
15 Homeownership Program’ or thereafter, did anyone at the SFRA advise Plaintiff Rice that the
16 crux of the LEHP was within the Agreement, nor did they give any additional importance to the
17 Agreement as opposed to any of the plethora of documents involved and/or associated with the
18 Property. And, nothing was ever said about “disability rights” or any other “rights”.

19 48. During the orientation to the ‘Limited Equity Homeownership Program’, nothing
20 was said about variances or “written” requirements. However, two things were stressed, a BMR
21 owner was required to live at their property 10 months per year and, thus, the BMR owner could
22 not rent out the entire property and not live there. Nothing whatsoever, then and thereafter, was
23 said about “... *a portion thereof ...*” and/or about having a “roommate”. Hence, Plaintiff’s
24 questions and requests to Ms. Horner and Mr. Sobel as described in paragraphs 29 and 31.

25 49. Throughout Plaintiff’s ownership of the Property, Plaintiff Rice relied on Ms.
26 Horner and others at the SFRA and, subsequently, the MOHCD to be responsive to his
27 questions and inquiries; and to provide accurate, comprehensive, honest, appropriate answers
28 and information and guidance in a timely & responsive manner.

1 50. In early 2017, Plaintiff Rice began to pursue refinancing his then existing
2 mortgage and reached out to 3 or 4 MOHCD approved lenders, but received no response. After
3 complaining to the MOHCD, they provided him an updated list of approved lenders and
4 Plaintiff Rice connected with a MOHCD approved lender, and on September 5th 2017 he began
5 the process of refinancing his mortgage to obtain a lower interest rate.

6 51. Although Plaintiff Rice did not have a roommate at the time, he desired to obtain
7 another roommate and was intent on clearing up the matter of “written” consent with the
8 MOHCD. Thus, and prior to the compliance issue being raised by the MOHCD, Plaintiff Rice
9 reached out to his Physician for a letter of support in obtaining “written” consent from the
10 MOHCD for his reasonable and necessary disability related needed accommodation.

11 52. In a letter (“Physician’s Letter”) dated September 19th 2017, Alison Ludwig, MD,
12 Physician Chief of Medical Practice at the San Francisco Veterans Affairs Medical Center
13 (“Plaintiff’s Physician”) informed the Defendants of the critical role that Plaintiff’s Roommate
14 plays in his treatment plan, and that having a roommate living with him has made it possible for
15 him to maintain a stable home environment. Moreover, having a roommate had contributed to a
16 significantly better level of mental health, emotional stability, and well-being in general for
17 Plaintiff Rice. More specifically, having a roommate significantly diminished Plaintiff’s severe
18 issues with isolation and loneliness, which had proven to be debilitating to Plaintiff, as shown in
19 **Exhibit “E”** and incorporated by reference herein.

20 53. Plaintiff’s Roommate is, therefore, a required part of his treatment for his
21 disabilities, has been proven to ameliorate the effect of his disability by providing a normal
22 home environment, emotional support, and companionship, and was helpful in his engagement
23 of major life activities. Furthermore, Plaintiff Rice was not in, and had no foreseeable prospect
24 of, a “significant other” relationship with anyone that could and would become his wife or
25 domestic partner that lives with him and thus eliminate his need for a policy accommodation to
26 have a roommate.

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1 54. Plaintiff Rice, having formerly obtained permission from the SFRA and/or
2 pursuant to his disabled status, disability, and/or disability related needs, reasonably believed the
3 MOHCD would honor his request for “written” consent to lease a portion thereof of the
4 Property to a roommate and entered into a new rental agreement on October 15th 2017 with Ms.
5 Laura Raquel Camacho (“Ms. Camacho”). The terms thereunder were \$800.00 per month rent,
6 and \$800.00 security deposit, pursuant to a “month-to-month” lease agreement, as shown in
7 **Exhibit “F”** and incorporated by reference herein.

8 55. Plaintiff Rice was initially informed of the MOHCD’s concerns regarding his
9 “written” consent compliance with the Agreement on October 19th 2017 via an email from Mr.
10 Sean Fitzgerald of First Republic Bank (the institution refinancing Plaintiff’s mortgage), as
11 shown in **Exhibit “G”** and incorporated by reference herein.

12 56. In Plaintiff’s emailed responses to the MOHCD on October 19th 2017 and on
13 October 22nd 2017, Plaintiff Rice set forth his separate and prior good faith efforts to
14 communicate with them and of his disabled status, disability, and disability related needs.
15 Plaintiff Rice explained he had obtained (verbal) permission from Ms. Horner of the SFRA, and
16 he provided a true and correct copy of the letter from his primary care physician in support of
17 his request to have roommates. And, in both emails, Plaintiff Rice requested that the MOHCD
18 honor the (verbal) permission he had previously obtained from Ms. Horner of the SFRA. (See
19 **Exhibit “D”**) and as shown in **Exhibit “H”** and incorporated by reference herein.

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1 57. On October 26th 2017, via email from Ms. Cissy Yin (“Ms. Yin”), Plaintiff Rice
2 received a pdf of a letter dated October 26th 2017 (“the Action Required Letter”, physical letter
3 subsequently received via U.S.P.S) which, in part, states “*Although you may have received*
4 *verbal approval by the Agency to have a roommate, there is no record that the Agency approved*
5 *you leasing out your Property. This unapproved lease of the Property is a direct violation of the*
6 *covenants and restrictions in the Delcaration [sic] of Restrictions (“Default”) and constitutes*
7 *an Event of Default ... **TO CURE THIS DEFAULT**, you must terminate any lease of the*
8 *Property, and declare that you will not lease any part of the Property in the future without the*
9 *prior written consent of MOHCD. Please submit evidence that you have terminated any lease*
10 *and the notarized declaration to our office ...”, as shown in **Exhibit “I”** and incorporated by*
11 reference herein.

12 58. Due to the MOHCD’s threat of “... *enforcement action ...*” within the fifth
13 paragraph of the Action Required Letter and by holding Plaintiff’s mortgage refinancing
14 hostage (i.e. they would not provide their required approval otherwise), Plaintiff was forced to
15 terminate his then existing roommate situation which had proved helpful with his disability.

16 59. Plaintiff Rice terminated the Lease Agreement with Ms. Camacho effective
17 October 31st 2017 and submitted a copy of the termination document and an addendum to that
18 document dated October 31st 2017 to the MOHCD in order to satisfy the MOHCD demands
19 outlined in the Action Required Letter, as shown in **Exhibit “J”** and incorporated by reference
20 herein.

21 60. Furthermore, Plaintiff Rice complied with all of the MOHCD’s demands.

22 61. At 12:05 AM on October 29th 2017, Plaintiff Rice again reached out to Ms.
23 Horner via email to inform her of the compliance issues he was having with the MOHCD, and
24 Plaintiff Rice immediately received an “*I am out of the office ...*” automatic reply, as shown in
25 **Exhibit “K”** and incorporated by reference herein

26 62. Plaintiff Rice never received any other response in regard to his request as set
27 forth above in paragraph 61, nor any other communications from Ms. Horner.

28 63. Plaintiff Rice made no further effort to obtain assistance from Ms. Horner.

1 64. Regarding the wavier to be away from the Property for more than two months
2 per year, the MOHCD stated requirement within the third paragraph of the Action Required
3 Letter "... to first notify MOHCD and submit the supporting travel documents for MOHCD's
4 written approval." became acceptable to Plaintiff and, thus, not part of Plaintiff's complaint.
5 (See **Exhibit "I"**)

6 **III. DISABILITY DISCRIMINATION AND FAILURE TO ACCOMMODATE**

7 65. Mr. Sobel, Ms. Honer, and the SFRA were aware of Plaintiff's disabled status
8 and disability since at least August 2nd 2007. Additionally, from 2004 through 2012 (operational
9 end of the SFRA) Plaintiff Rice and Ms. Horner had a multitude of phone discussions about his
10 disability and his disability related symptoms and issues with or within the homeowners
11 association that Plaintiff Rice was a member of by virtue of his ownership of the Property.

12 66. In Plaintiff's 5:08 PM August 4th 2015 email to Mr. Smith, Plaintiff Rice, in part,
13 states "*FYI, I am a 61 y/o 100 percent service connected disabled Viet-Nam Era veteran.*" [sic]
14 and, thus, the MOHCD had knowledge of Plaintiff's disabled status from at least August 4th
15 2015. (See **Exhibit "D"**)

16 67. In the Physician's Letter dated September 19th 2017, Plaintiff's Physician
17 recommended to the MOHCD that it approve Plaintiff's request to have a roommate. Plaintiff's
18 Physician made the request on the basis that such an accommodation would be significantly
19 helpful and beneficial to Plaintiff's mental health and in consideration of his disabled status.
20 (See **Exhibit "E"**).

21 68. In the third paragraph of the Action Required Letter, the MOHCD acknowledge
22 receipt of the Physician's Letter but they do not acknowledge, make note, or provide any
23 recognition of Plaintiff's disabled status, disability or disability related needs. The MOHCD
24 merely state therein what Plaintiff was already allowed to do at anytime without permission
25 from anyone ("*You may have roommates, without charging rents.*"), which fell well short from
26 that which would have been sufficient for Plaintiff's disability related needs pursuant to the
27 directive given by Plaintiff's Physician. (See **Exhibits "I" and "E"**)

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1 69. Plaintiff Rice sent an email on October 27th 2017 to Ms. Yin and copied Ms.
2 Maria Benjamin (“Ms. Benjamin”), and Mr. Keith Nagayama (“Mr. Nagayama”), in which he
3 explained his disability, his disability related needs, and his struggles with isolation &
4 loneliness. Plaintiff Rice further submitted that he should be accommodated pursuant to the
5 ADA, as shown in **Exhibit “L”** and incorporated by reference herein.

6 70. Throughout Plaintiff’s ownership of the Property, he believed that any and all
7 “disability” rights & accommodations were covered by and within the ADA and he was not
8 cognizant that “disability” rights & accommodations with respect to housing were in the Fair
9 Housing Act and/or the California Fair Employment and Housing Act. Plaintiff Rice became
10 cognizant of “disability” rights & accommodations in the Fair Housing Act on May 8th 2018
11 when he went to the ADA website to file a complaint and was redirected to the HUD Office of
12 Fair Housing and Equal Opportunity in San Francisco (“FHEO/SF”) and filed a complaint, and
13 of the California Fair Employment and Housing Act in July of 2019 while preparing this
14 complaint.

15 71. Ms. Yin responded to Plaintiff’s email of October 27th 2017 in an email dated
16 November 1st 2017 and, in part, she states “*The Americans with Disabilities Act (ADA) is not*
17 *applicable to this situation.*”. (See **Exhibit “L”**)

18 72. From October 27th 2017 to January 23rd 2018, Plaintiff Rice made phone calls
19 and sent emails (directly or copied) to Ms. Yin, Ms. Benjamin, and Mr. Nagayama stating in one
20 form or another that he was disabled and needed the requested policy accommodation due to his
21 disabled status, disability, and/or disability related needs.

22 73. From October 27th 2017 to January 23rd 2018, via email, Plaintiff Rice made
23 numerous requests and pleadings to Ms. Yin, Ms. Benjamin, and Mr. Nagayama for an
24 explanation why and/or the legal basis for the MOHCD denying his request for accommodation
25 with respect to his disabled status, disability, and/or disability related needs and the applicability
26 of the ADA.

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1 74. R. Michael Lieberman, an attorney, but not representing Plaintiff in the case at
2 bar, sent a letter on Plaintiff’s behalf to Ms. Yin seeking the same explanations noted above in
3 paragraph 73, as shown in **Exhibit “M”** and incorporated by reference herein.

4 75. In Ms. Yin’s email to R. Michael Lieberman dated December 18th 2017 she, in
5 part, states “*Our office is in receipt of your letter dated December 4, 2017 regarding a request*
6 *for reasonable accommodation on the above-referenced matter. I have left a few messages to*
7 *your office over the last couple of weeks in an attempt to discuss the case with you.*” [sic], as
8 shown in **Exhibit “N”** and incorporated by reference herein.

9 76. R. Michael Lieberman forwarded Ms. Yin’s email to Plaintiff Rice and stated
10 “*See below. (I never received any calls. She may have called someplace else.)*”. (See **Exhibit**
11 **“N”**)

12 77. Defendants never provided explanations or their legal basis to Plaintiff Rice
13 regarding their denial of the applicability of the ADA and/or regarding accommodations the
14 MOHCD could otherwise make and/or would approve for Plaintiff Rice (other than none).
15 Furthermore, the Defendants never informed Plaintiff Rice about the applicability, or anything
16 whatsoever, of the Fair Housing Act or the California Fair Employment and Housing Act.

17 78. In at least two phone discussions Plaintiff Rice had with Ms. Yin, Plaintiff Rice
18 explained that he derives emotional, mental, and psychological benefits from living with a
19 roommate and, thus, the importance of being allowed to have a roommate. In one of those
20 phone discussions Plaintiff Rice went on to explain that a non rent-paying roommate (i.e. a
21 guest) “... *does not work.*”, and to require Plaintiff Rice to provide free housing (at Plaintiff’s
22 expense) to another person would not be fair or reasonable to him. Additionally, regarding
23 common property costs (e.g. HOA fees and insurance), Plaintiff asked if he could collect any or
24 some amount of rent, Ms. Yin’s response was that Plaintiff Rice could not collect any rent.

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1 79. Plaintiff Rice left voicemails and sent emails to Ms. Benjamin on January 13th,
2 17th, and 18th 2018 seeking a face to face meeting with her to explain reasons for the necessity
3 of the MOHCD to provide a necessary and reasonable disability related policy accommodation
4 to him pursuant to his disabled status, disability, and disability related needs. Plaintiff Rice was
5 never afforded a face to face meeting with Ms. Benjamin. However, Plaintiff Rice was afforded
6 a 23 minute discussion with Ms. Benjamin via a phone call on January 23rd 2018, as shown in
7 **Exhibits “O”, “P” “Q”, “R”, and “S”** and incorporated by reference herein.

8 80. During the phone discussion Plaintiff Rice had with Ms. Benjamin on January
9 23rd 2018, Plaintiff Rice explained his disability and his disability related needs a number of
10 times and set forth symptoms he suffered as a result of his disability, in-particular isolation &
11 loneliness. Despite Plaintiff’s explanations and pleadings, Ms. Benjamin was absolutely
12 adamant that he would not be granted a necessary and reasonable disability related policy
13 accommodation from the MOHCD for written consent to lease a portion thereof of the Property
14 to a roommate. Mostly, by simply stating “No” repeatedly.

15 81. During the phone discussion Plaintiff Rice had with Ms. Benjamin on January
16 23rd 2018, Ms. Benjamin suggested to Plaintiff Rice that he could easily find someone to live at
17 the Property for free (i.e. a “non rent-paying” roommate). Plaintiff Rice responded
18 emphatically and stated “*Such a person would be a guest and not a roommate, and I don’t need*
19 *your or anybody’s permission to have guests stay at my home!*”, Ms. Benjamin’s response was
20 “*You’re right.*”. There was no further discussion concerning the distinction/s or definition/s of
21 and/or between “rent paying” roommate, “non rent-paying” roommate, and/or “guest”. Plaintiff
22 Rice went on to explain that a “non rent-paying” roommate would not work, create more
23 problems, and did not satisfy his disability related needs. But, Ms. Benjamin remained
24 absolutely adamant that he would not receive his requested necessary and reasonable disability
25 related policy accommodation from the MOHCD for written consent to lease a portion thereof
26 of the Property to a roommate.

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1 82. At least twice During the phone discussion Plaintiff Rice had with Ms. Benjamin
2 on January 23rd 2018, Plaintiff Rice requested and pleaded for an explanation of and/or the legal
3 basis for the MOHCD denying the applicability of the ADA and/or denying Plaintiff an
4 accommodation otherwise. Ms. Benjamin’s only response was “*Legal said so.*” and she neither
5 offered nor made any other explanation.

6 83. Thus, the only kind of roommate the MOHCD would allow is a person that lived
7 at the Property *gratis* and, consequently, at Plaintiff’s expense.

8 84. Plaintiff’s Physician recommended a stable home environment whereby having a
9 roommate would contribute beneficially to Plaintiff’s mental health. This arbitrary restriction
10 imposed by the MOHCD would effectively force Plaintiff to financially support and care for the
11 needs of such a roommate. Such arrangement would certainly not serve to contribute to
12 Plaintiff’s stability and as such would create an undue hardship on Plaintiff which would greatly
13 exacerbate his condition.

14 85. The Defendants never provided Plaintiff Rice any explanations or their legal
15 basis as to why the ADA did not apply, nor did they provide any information as to what
16 accommodations could otherwise be made for Plaintiff Rice (as could, should, would under the
17 Fair Housing Act and/or the California Fair Employment and Housing Act).

18 86. The MOHCD was always absolutely adamant that Plaintiff’s necessary and
19 reasonable disability related policy accommodation to lease a portion thereof of what was his
20 Property to a roommate was not possible and would always be denied.

21 87. The Defendants never informed Plaintiff Rice about the applicability of the Fair
22 Housing Act or the California Fair Employment and Housing Act or provided any other
23 appropriate guidance, counseling, and/or referral to such.

24 88. As a participant in a program that was administered by the MOHCD (a “public
25 entity”), Plaintiff Rice was a “client” and/or a “user of services” and/or “an interested party” of
26 the MOHCD and the services they provide (not only to the Property but otherwise, as well), and
27 Plaintiff Rice fully expected and deserved to receive accurate, comprehensive, honest,
28 appropriate answers and information and guidance in a timely & responsive manner from them.

1 89. The MOHCD website is located at "sfmohcd.org" and at a sub-page located at
2 "sfmohcd.org/vision-strategic-plan" is "Download our MOHCD mission one-pager" which
3 provides a pdf entitled "MOHCD IDENTITY.pdf", as shown in **Exhibit "T"** and incorporated
4 by reference herein.

5 90. The MOHCD IDENTITY.pdf, in part, states the following: "*Who We Are - We*
6 *support San Franciscans with affordable housing opportunities and essential services to build*
7 *strong communities.*" and "*What We Do - CREATE ...; PRESERVE ...; PROTECT - Vulnerable*
8 *Residents - ... Legal Services ...; EMPOWER - ... Counseling ...*".

9 91. In a document provided by the U.S. Department of Housing and Urban
10 Development, Office of Fair Housing and Equal Opportunity entitled 'Joint Statement of the
11 Department of Housing and Urban Development and the Department of Justice *Reasonable*
12 *Accommodations Under the Fair Housing Act*' at and within the fourth paragraph of question 7
13 it states "... *Providers should be aware that persons with disabilities typically have the most*
14 *accurate knowledge about the functional limitations posed by their disability, and an individual*
15 *is not obligated to accept an alternative accommodation suggested by the provider if she*
16 *believes it will not meet her needs and her preferred accommodation is reasonable.*", as shown
17 in **Exhibit "U"** and incorporated by reference herein.

18 92. The MOHCD's, Ms. Yin's, and Ms. Benjamin's statements and/or suggestions
19 that Plaintiff Rice could have roommates without collecting rents was not an accommodation,
20 alternative or otherwise, in that no such permission was required for Plaintiff Rice to have such
21 persons stay at the Property. Regardless, that suggested solution and/or "alternative" did not
22 meet Plaintiff's needs. Furthermore, no appropriate discussion of whether or not Plaintiff Rice
23 was willing to accept an "alternative" accommodation and/or of his accurate knowledge about
24 the functional limitations posed by his disability ever took place, nor was such discussion
25 offered to Plaintiff by the Defendants.

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Page 20

1 93. Plaintiff’s necessary disability related policy accommodation would neither
2 induce nor incur any negative condition, situation or consequence upon the MOHCD or anyone
3 else and would not create an undue financial or administrative burden to the MOHCD or to
4 anyone else. Therefore, Plaintiff’s requested necessary disability related policy accommodation
5 was reasonable and it would have been reasonable to the MOHCD to provide it.

6 94. In Plaintiff’s email dated November 7th 2017 to Ms. Yin and copied to Mr.
7 Nagayama, Plaintiff Rice, in part, states “... *how should I proceed in obtaining the required*
8 *“written” consent or permission?*”. In the second paragraph of Ms. Yin’s emailed response
9 dated November 8th 2017, she, in part, states: “*The permission to rental of a BMR unit is against*
10 *the nature of the Program.*” [sic], as shown in **Exhibit “V”** and incorporated by reference
11 herein.

12 95. Referencing the fourth paragraph of the Action Required Letter, and in the first
13 paragraph of Ms. Yin’s emailed response dated November 8th 2017, and described at length in
14 her November 1st 2017 email that, in part, states “*The permission to temporarily rent out a BMR*
15 *unit may only be granted in circumstances where the household is forced to temporarily relocate*
16 *due to employment requirements, or where the household is temporarily experiencing financial*
17 *hardship, ...*” demonstrates that, with appropriate justification, renting an entire BMR property
18 (let alone a “... *portion thereof*”) is not considered to be against the nature of the Program by the
19 MOHCD in at least two situations. (See **Exhibits “I”** and **“V”**) and as shown in **Exhibit “W”**
20 and incorporated by reference herein.

21 96. In Ms. Yin’s emailed response dated November 8th 2017, where she, in part,
22 states: “*The permission to rental of a BMR unit is against the nature of the Program.*” [sic] also
23 infers that providing Plaintiff’s necessary and reasonable disability related policy
24 accommodation would be a “fundamental alteration” to the Agreement. (See **Exhibit “V”**)

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1 97. Given the existence of the provision at Section 6.1 in the Agreement to allow for
2 an owner to "... *lease the Property, or any portion thereof* ...", provided owner obtain's "...
3 *Agency's prior written consent* ...", the leasing of the Property or any portion thereof was a
4 possibility under the terms of the Agreement and not prohibited outright. And, thus, not a
5 "fundamental alteration" nor an "alteration" at all. (See **Exhibit "B"**)

6 **IV. PLAINTIFF'S DAMAGES RESULTING FROM DEFENDANTS REFUSAL TO**
7 **PROVIDE A NECESSARY AND REASONABLE DISABILITY RELATED POLICY**
8 **ACCOMMODATION AND PERSONAL INJURY**

9 98. During the phone discussion Plaintiff Rice had with Ms. Benjamin on January
10 23rd 2018, Plaintiff Rice further set forth to Ms. Benjamin that in denying his request for a
11 necessary and reasonable disability related policy accommodation, the MOHCD was essentially
12 forcing upon him a living situation that was isolating and lonesome which, for Plaintiff Rice,
13 was emotionally, mentally, and psychologically *unbearable*, and was effectively and tantamount
14 to forcing him to sell his home and move. Ms. Benjamin's only response was "*No, we're not.*",
15 Plaintiff's very emphatic response was "*Yes, you are!*". Thereafter, very few words were
16 exchanged and that phone call ended.

17 99. Immediately subsequent to the phone discussion Plaintiff Rice had with Ms.
18 Benjamin on January 23rd 2018, Plaintiff Rice felt completely defeated, rejected, despondent,
19 severely and intensely mentally distressed, and had lost any hope of obtaining his necessary and
20 reasonable disability related policy accommodation from the MOHCD. And, thus, Plaintiff
21 Rice continued with the sale of his home but vowed to himself that in due time he would file a
22 complaint.

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1 100. The Defendants' actions and conduct severely disrupted and destabilized Plaintiff
2 Rice and his life, and he became very distraught. Out of a desperation to escape the emotional,
3 mental, and/or psychological trauma, overwhelming despair, and the seemingly permanent
4 isolating and lonesome home environment, he elected to sell what was his home as shown in
5 Plaintiff's email dated December 13th 2017 to Ms. Melissa Borzoni ("Ms. Borzoni", Below
6 Market Rate Program Specialist, MOHCD), Ms. Yin, Ms. Benjamin and Mr. Nagayama; and in
7 that email Plaintiff Rice states "*I am selling my BMR condominium "under protest", primarily
8 because the MOHCD has ignored my disability and denies that the ADA is applicable to this/my
9 situation - which is, and has been, injurious and detrimental to me. If and when I can, I intend
10 to seek recourse through an appropriate legal channel.*", as shown in **Exhibit "X"** and
11 incorporated by reference herein.

12 101. The Defendants never responded to or acknowledged Plaintiff's "under protest"
13 declaration or any of his other complaints of emotional & mental distress, psychological injury,
14 anguish, and/or sufferings.

15 102. In Plaintiff's email of December 19th 2017 to Ms. Yin and copied to R. Michael
16 Lieberman, Plaintiff Rice, in part, states "*However, the MOHCD is ignoring my mental illness
17 and my disabled status and the ADA. Instead, the MOHCD has chosen to treat me as a crook
18 and in an adversarial manner - much to the detriment of my mental health.*", as shown in
19 **Exhibit "Y"** and incorporated by reference herein.

20 103. In Plaintiff's email seeking explanations on January 13th 2018, Plaintiff's
21 severely diminished emotional, mental, and psychological condition, and his distraught state is
22 clearly notable by his expressive use of all CAPS, **bold** type, desperate words, and many
23 exclamation marks. But, the Defendants never responded or expressed any acknowledgment,
24 recognition, concern, or took any action with respect to Plaintiff's condition, well-being, or
25 sufferings, as shown in **Exhibit "Z"** and incorporated by reference herein.

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1 104. In Plaintiff's email of January 17th 2018 to Ms. Benjamin and copied to others
2 Plaintiff Rice, in part, states "*This situation is very stressful for me and has impacted me quite*
3 *negatively thus far, and I would very very much like to resolve it so I can feel and do better.*".
4 (See **Exhibit "P"**)

5 105. In Plaintiff's email of January 18th 2018 to Ms. Benjamin and copied to others,
6 Plaintiff Rice, in part, states "*Your, and the MOHCD, unresponsive behavior is exacerbating my*
7 *situation and mental condition.*". (See **Exhibit "Q"**)

8 106. As noted, during the phone discussion Plaintiff Rice had with Ms. Benjamin on
9 January 23rd 2018, Plaintiff Rice clearly and emphatically and repeatedly explained his disabled
10 status, disability, disability related needs, and his sufferings of the related symptoms, especially
11 his isolation & loneliness, and his severely distraught state of mind. However, Ms. Benjamin
12 never voiced any acknowledgment, recognition, or concern of such - none, whatsoever, other
13 than suggesting that someone could live at the Property for free as described in paragraph 81.

14 107. Plaintiff Rice clearly and significantly communicated to the Defendants that their
15 treatment of and/or behavior toward him, including their unresponsiveness, was very negatively
16 impacting his emotional, mental, and psychological condition and state of mind. Inexplicably,
17 the Defendants never expressed any acknowledgment, recognition, concern, or took any action
18 (other than to ignore) with respect to Plaintiff's health complaints, condition, well-being, or
19 sufferings.

20 108. Due to conditions brought on by Defendants' actions (including treatment of and/
21 or behavior toward Plaintiff) Plaintiff Rice suffered and continues to suffer exacerbated mental
22 health issues, significant and at times overwhelming emotional, mental, psychological distress
23 and pain, debilitating anxieties, a severely distraught state of mind, and stress related physical
24 symptoms.

25 109. At great loss and pain to Plaintiff Rice, under protest, great duress, and against
26 his true desire to continue on at the Property with a roommate (to be clear, a rent-paying
27 individual), Plaintiff Rice sold the Property that had been his home of 14+ years, which he
28 would not have done but for the actions of the Defendants.

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1 110. Plaintiff's home was a Below Market Rate condominium of 1,050 square feet
2 located in a nice neighborhood of San Francisco, CA with an estimated market value of
3 \$1,050,000.00 at time of sale which he enjoyed through possession and which he will not be
4 able to replace.

5 111. Notwithstanding the actions of the Defendants and/or Plaintiff's condition,
6 Plaintiff's home to Plaintiff Rice was a place of refuge, sanctuary, and stability for 14+ years
7 and the only home Plaintiff Rice ever owned.

8 112. Plaintiff's home to Plaintiff Rice provided security and gave him purpose and
9 meaning as well as standing in the community which, very importantly, made Plaintiff Rice part
10 of a community and provided him a sense of belonging.

11 113. Furthermore, the loss of Plaintiff's "affordable" housing effectively forced him
12 out of the locale of San Francisco and the Bay Area that, thus far, had been his "home" for 39
13 years of his life and, to him, meant everything "home" means to a person. Importantly, the San
14 Francisco VA Medical Center has been his primary health care provider since 1994 and which
15 he now continues with from a distance.

16 114. The loss of what was Plaintiff's home has left him emotionally, mentally, and
17 psychologically devastated. Furthermore, this ordeal has left him severely distraught and "torn
18 apart" on the inside and has taken over his thoughts and feelings, which has diminished his
19 confidence, interpersonal and social skills & abilities, and his happiness and capacity to enjoy
20 life. Thus, making him experience even more isolation and loneliness and other sufferings from
21 his disability and otherwise.

22 115. Plaintiff Rice has yet to find closure to this intensely agonizing ordeal, healing
23 remains elusive, and he has yet to recover.

24 116. Due to logistical limitations in the moving process, Plaintiff Rice sold a
25 significant amount of his personal property for much less than their true value and he gave even
26 more items away, resulting in a monetary loss conservatively and reasonably estimated to be
27 \$15,000.00.

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1 117. At Plaintiff's expense and trouble, Plaintiff Rice, in two (2) trips, transported the
2 remainder of his personal property from San Francisco to Austin, Texas in his 2008 Ford F-150
3 pickup truck and put his personal property into storage, including his truck, at a cost
4 conservatively and reasonably estimated to be \$5,000.00.

5 **V. DEFENDANTS ORDINARY AND GROSS NEGLIGENCE,**

6 **AND WRONGFUL CONDUCT**

7 118. The Defendants owed a duty of care to Plaintiff Rice.

8 119. Considering Defendants are "Public Authorities" in government, law, and
9 especially housing, and, thus, the actual positions of their offices and official duties that they
10 held over Plaintiff Rice, they had an inherent duty of full disclosure to him of any and/or all
11 material and/or pertinent information regarding the issue/s described in this complaint.

12 120. The Defendants completely and/or overwhelmingly ignored Plaintiff's disabled
13 status, disability, disability related needs, conditions and circumstances, the medically supported
14 and recommended directive, and the mandates of the Fair Housing Act and/or the California
15 Fair Employment and Housing Act.

16 121. The Defendants completely and/or overwhelmingly ignored Plaintiff's health,
17 and the severe and intense emotional, mental, and psychological suffering, distress, and anguish
18 he was experiencing despite his repeated and emphatic communications to them about such.

19 122. Furthermore, the Defendants completely and/or overwhelmingly ignored, and/or
20 gave no consideration to Plaintiff's distraught and diminished state of mind and/or the
21 devastating consequences that their actions and/or conduct created for him.

22 123. The Defendants completely and/or overwhelmingly withheld, omitted,
23 suppressed, and/or concealed critically important material and/or pertinent information
24 (especially that of the Fair Housing Act and its' provisions relating to disabled persons and the
25 same for the California Fair Employment and Housing Act). And, Defendants withheld,
26 omitted, suppressed, and/or concealed other material and/or pertinent information unknown to
27 Plaintiff Rice.

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1 124. The Defendants frequently did not communicate to Plaintiff Rice when they
2 should have and, thus, they were highly and very improperly unresponsive.

3 125. The Defendants completely and/or overwhelmingly ignored Plaintiff’s numerous
4 requests and pleadings for explanations and/or elucidation about critically important material
5 and/or pertinent information and/or issues. When Defendants did make a response to such, they
6 often provided inaccurate, false, or misleading information or other misrepresentations, in
7 addition to or part of their withholdings, omissions, suppressions, and/or concealments.

8 126. The Defendants were deceitful to Plaintiff Rice.

9 127. The Defendants did not provide appropriate discussion/s, an interactive process,
10 or any information about applicable “disability rights” or “rights” to Plaintiff Rice.

11 128. In Ms. Yin’s email dated November 1st 2017, she, in part, states “*The Americans*
12 *with Disabilities Act (ADA) is not applicable to this situation.*”. In some respects, her statement
13 may be true. But, it was misleading and she did not disclose the applicability of the Fair
14 Housing Act or the California Fair Employment and Housing Act, or provide any explanation or
15 other guidance, even though she had a legal and/or inherent duty to do so. (See **Exhibit “L”**)

16 129. The word “roommate” is not found in the Agreement. Thus, no distinction and/
17 or definition is made or inferred in the Agreement between a “rent-paying” roommate and a
18 “non rent-paying” roommate. (See **Exhibit “B”**)

19 130. In the Action Required Letter, the MOHCD makes a distinction between “...to
20 *have a roommate, ...*” (which they acknowledge Plaintiff Rice “... *may have received verbal*
21 *approval by the Agency ...*”) and “... *leasing out your property.*” (for which “... *there is no*
22 *record that the Agency approved ...*”). Thus, the MOHCD creates, for the first time in the mind
23 of the Plaintiff and in great opposition to the common understanding, a distinction between
24 “roommate” and “leasing a portion thereof” and two (2) qualified definitions of the word
25 “roommate”. One definition as “non rent-paying” (i.e. a person that lives at a property *gratis* at
26 owner’s expense, other than a dependent child or other appropriate dependent) and the other as
27 “rent-paying”. (See **Exhibit “I”**)

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1 131. Furthermore, using “roommate” in the qualified “non rent-paying” meaning
2 served the Defendants’ decision or scheme to evade and/or circumvent the mandates of the Fair
3 Housing Act and/or the California Fair Employment and Housing Act and, thus, deny Plaintiff
4 Rice the accommodation he was owed; and to deceive him.

5 132. For personal benefit and/or gain, for employment, professional, or political
6 reasons, standing, motivations, benefit and/or gain, the Defendants made misrepresentations and
7 deceptions to Plaintiff Rice by redefining, manipulating, and/or through a misleading use of
8 words, a combination of words, and/or phrases; by withholding omitting, suppressing, and/or
9 concealing critically important material and/or pertinent information from him; by completely
10 concealing the Fair Housing Act and the California Fair Employment and Housing Act from
11 him; and by making other misrepresentations, omissions, suppressions, concealments, and/or
12 deceptions unknown to Plaintiff Rice.

13 133. Importantly and specifically, Defendants made a misrepresentation to Plaintiff
14 Rice by concealing from him critically important material and/or pertinent information, and/or
15 knowledge of the Defendants’ legal requirement to make reasonable accommodations in rules,
16 policies, practices, or services, when such accommodations may be necessary to afford a person
17 with a disability equal opportunity to use and enjoy a dwelling pursuant to the Fair Housing Act.

18 134. Importantly and specifically, Defendants made a misrepresentation to Plaintiff
19 Rice by concealing from him critically important material and/or pertinent information, and/or
20 knowledge of his right, all along, to have a (rent-paying) roommate despite his lack of “written”
21 consent from the Agency pursuant to the Fair Housing Act.

22 135. Defendants’ misrepresentations, omissions, suppressions, concealments, and/or
23 deceptions, as described above in paragraphs 128 through 134, in whole or in part, was an act of
24 actual fraud. And, if proven not to be actual fraud, it was an act of constructive fraud. And, it
25 was an act of concealment fraud.

26 136. Despite a legal requirement and overwhelming reasons to do so, the Defendants
27 denied Plaintiff Rice a necessary and reasonable disability related policy accommodation.

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1 137. The Defendants acted in reckless disregard of Plaintiff Rice, and they did not
2 exercise or conform to a duty of care, did not exercise or conform to an inherent duty of full
3 disclosure, and did not act in good faith.

4 138. Defendants treatment, behavior, and/or communications to Plaintiff Rice, in
5 whole or in part, was in fact and/or tantamount to an act or acts of coercion, intimidation, threat,
6 and/or interference.

7 139. The actions of the Defendants greatly, significantly, and severely harmed
8 Plaintiff Rice.

9 **PROCEDURAL BACKGROUND**

10 140. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the FHEO/SF
11 (under authority and on behalf of the Secretary of HUD) conducted an investigation of the
12 complaint made by Plaintiff Rice, attempted conciliation without success, and prepared a final
13 investigative report, as shown in **Exhibit “AA”** and incorporated by reference herein.

14 141. Based on the information gathered in their investigation and pursuant to 42
15 U.S.C. § 3610(g), the FHEO/SF determined that their office lacked jurisdiction under
16 applicable fair housing laws. Plaintiff disagrees and, therefore, elects to file suit in federal
17 district court as HUD could not or did not obtain voluntary compliance.

18 142. Plaintiff Rice now timely files this Complaint pursuant to the Fair Housing Act,
19 42 U.S.C. § 3613(a).

20 **FIRST CAUSE OF ACTION**

21 **FAIR HOUSING ACT VIOLATIONS**

22 **(Against All Defendants)**

23 143. Plaintiff incorporates by reference the preceding paragraphs of this Complaint.

24 144. Defendants discriminated against Plaintiff Rice, a person with disabilities, by
25 way of denying him a necessary and reasonable disability related policy accommodation of
26 written consent to lease a portion thereof of what was his Property to a roommate, necessary
27 because of Plaintiff’s disabilities in violation of the Fair Housing Act, Section 42 U.S.C. §
28 3604(f)(3)(B).

1 145. Defendants discriminated against Plaintiff Rice, a person with disabilities, by
2 way of provision of their services in connection to what was Plaintiff's Property in violation of
3 the Fair Housing Act, Section 42 U.S.C. § 3604(f)(2)(A).

4 146. Defendants' actions, in whole or in part, to Plaintiff was in fact and/or
5 tantamount to coercion, intimidation, threat, and/or interference of Plaintiff's exercise or
6 enjoyment of rights granted or protected by the Fair Housing Act, Sections 42 U.S.C. § 3603,
7 3604, 3605, or 3606, and in violation of the Fair Housing Act, Section 42 U.S.C. § 3617.

8 147. Plaintiff Rice is an aggrieved person as defined in the Fair Housing Act, Section
9 42 U.S.C. § 3602(i)(1) and as such suffered injuries as a result of Defendants' actions.

10 148. Defendants' discriminatory actions were intentional, willful, and taken in
11 reckless disregard of the rights of Plaintiff.

12 149. As a direct result of Defendants violation of the law, Plaintiff Rice suffered
13 damages and continues to suffer damages.

14 **SECOND CAUSE OF ACTION**

15 **AMERICANS WITH DISABILITIES ACT VIOLATIONS**

16 **(Against All Defendants)**

17 150. Plaintiff incorporates by reference the preceding paragraphs of this Complaint.

18 151. Defendants discriminated against Plaintiff Rice, a person with disabilities, by
19 way of denying him the benefits of the services or activities of a public entity through actual
20 fraud and/or constructive fraud and concealment fraud; withholding, omitting, and/or failing to
21 provide appropriate discussions, an interactive process, and/or due process in violation of the
22 ADA, Section 42 U.S.C. § 12132; and the California Civil Code, as set forth in Sections 51(f)
23 and 54(c); and an unlawful practice pursuant to the California Government Code, Section
24 12948.

25 152. Plaintiff Rice is an aggrieved person as defined in the ADA, Section 42 U.S.C. §
26 12101 *et seq.* and as such suffered injuries as a result of Defendants' actions.

27 153. Defendants' discriminatory actions were intentional, willful, and taken in
28 reckless disregard of the rights of Plaintiff.

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1 160. Being highly and very improperly unresponsive in their communications; and
2 being deceptive and/or deceitful with Plaintiff.

3 161. Failing to provide a necessary and reasonable disability related policy
4 accommodation to Plaintiff as mandated by the Fair Housing Act, Section 42 U.S.C. § 3604(f)
5 (3)(B).

6 162. Communications to Plaintiff that were in fact and/or tantamount, in part or in
7 totality, to being coercive, intimidating, threatening, and/or interfering with Plaintiff's exercise
8 or enjoyment of rights granted or protected by, and in violation of, the Fair Housing Act, Section
9 42 U.S.C. § 3617.

10 163. Plaintiff Rice is an aggrieved person and as such suffered injuries as a result of
11 Defendants' actions.

12 164. Defendants' ordinary negligence was their failure and want to exercise the
13 standard of care required by law in violation of California Civil Code, Sections 1708 and
14 1714(a). Defendants' gross negligence was their complete, overwhelming, intentional, willful,
15 and/or reckless disregard of the rights, health, and well-being of Plaintiff Rice, and their
16 deceitfulness to Plaintiff Rice.

17 165. As a direct result of Defendants ordinary and gross negligence, Plaintiff Rice
18 suffered damages and continues to suffer damages.

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FOURTH CAUSE OF ACTION
FRAUD, CONSPIRACY AGAINST RIGHTS, DEPRIVATION OF RIGHTS UNDER
COLOR OF LAW, AND ABUSE OF PUBLIC AUTHORITY
(Against All Defendants)

166. Plaintiff incorporates by reference the preceding paragraphs of this Complaint.

167. For personal benefit and/or gain, for employment, professional, or political reasons, standing, motivations, benefit and/or gain, Defendants were fraudulent, conspired against rights, made deprivations of rights under color of law, and committed an abuse of public authority upon Plaintiff Rice, a person with disabilities, a medical condition, and limitations to protect his rights, by way of:

168. Creating and/or using an extraordinary and very uncommon use of the word “roommate” as meaning “non rent-paying” (i.e. a person that lives at a property *gratis* at owner’s expense, other than a dependent child or other appropriate dependent).

169. Using “roommate” in the qualified “non rent-paying” meaning as a solution for plaintiff’s disability related need and/or to circumvent the mandates in the Fair Housing Act and/or the California Fair Employment and Housing Act and, thus, deny Plaintiff Rice an accommodation he was owed.

170. Making misrepresentations and/or deceptions in writing and verbally to Plaintiff Rice by redefining, manipulating, and/or through a misleading use of words, a combination of words, and/or phrases.

171. Making misrepresentations, suppressions, concealments, deceptions, withholdings, and omissions in writing and verbally of critically important material and/or pertinent information; and making other misrepresentations, suppressions, concealments, deceptions, withholdings, and omissions in writing and verbally unknown to Plaintiff Rice.

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1 172. Completely concealing in writing and verbally from Plaintiff Rice
2 (A). the Fair Housing Act and the California Fair Employment and Housing
3 Act;
4 (B). the legal requirement incumbent on Defendants to provide reasonable
5 accommodations;
6 (C). Plaintiff's right, all along (pursuant to the Fair Housing Act), to have a
7 (rent-paying) roommate despite his lack of "written" consent from the Agency; and
8 (D). information of any other material, persons, or department/s that could and
9 would assist him in this case.

10 173. Deceptions and deceiving Plaintiff Rice in writing and verbally.

11 174. Defendants' misrepresentations, suppressions, concealments, withholdings,
12 omissions, and/or deceptions in writing and verbally of critically important material and/or
13 pertinent information to Plaintiff Rice, in part or in totality, was an act of actual fraud. And, if
14 proven not to be actual fraud, it was an act of constructive fraud. And, it was an act of
15 concealment fraud pursuant to California Civil Code, Sections 1709, 1710, 1752, and 1573; and
16 Sections 18 U.S.C. § 1001 and 1018.

17 175. Defendants' misrepresentations, suppressions, concealments, withholdings,
18 omissions, and/or deceptions in writing and verbally of critically important material and/or
19 pertinent information to Plaintiff Rice, in part or in totality, was carried out by two (2) or more
20 Defendants and was a conspiracy against rights, and a deprivation of rights under color of law,
21 pursuant to Sections 18 U.S.C. § 241 and 242.

22 176. Defendants' act of fraud and deprivation of rights under color of law was an
23 abuse of public authority, pursuant to California Government Code Section 53243.4(a)

24 177. Plaintiff Rice is an aggrieved person and as such suffered injuries as a result of
25 Defendants' actions.

26 178. Defendants' act of fraud, conspiracy against rights, deprivation of rights under
27 color of law, and abuse of public authority were intentional, willful, and carried out in reckless
28 disregard of the rights, health, and well-being of Plaintiff Rice.

ALLISON BARTON RICE v. THE CITY AND COUNTY OF SAN FRANCISCO, et al.
Case No.
COMPLAINT

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REQUEST FOR RELIEF

WHEREFORE, Plaintiff Allison Barton Rice requests that this Court:

As to the First Cause of Action:

185. Declare that Defendants' discriminatory housing practices violate the Fair Housing Act as set forth above.

186. Enjoin and restrain Defendants, their officers, employees, agents, successors, and all other persons or corporations in active concert or participation with Defendants, from:

(A). Discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability pursuant to 42 U.S.C. § 3604(f)(2);

(B). Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling pursuant to 42 U.S.C. § 3604(f)(3)(B); and

(C). Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by section 42 U.S.C. § 3603, 3604, 3605, or 3606 pursuant to 42 U.S.C. § 3617.

As to the Second Cause of Action:

187. Declare that Defendants' discriminatory practices or services or activities violate the American with Disabilities Act as set forth above.

188. Enjoin and restrain Defendants, their officers, employees, agents, successors, and all other persons or corporations in active concert or participation with Defendants, from discriminating in the services or activities of a public entity, or otherwise making unavailable or denying, a user of such services or activities because of disability pursuant to of 42 U.S.C. § 12132.

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As to the Third Cause of Action:

189. Declare that Defendants were ordinarily and grossly negligent as set forth above.

190. Enjoin and restrain Defendants, their officers, employees, agents, successors, and all other persons or corporations in active concert or participation with Defendants, from:

(A). Breaching and failing to conform to the standard of care in the course, provision, communications, and performance of their services and/or activities and that of their offices pursuant to California Civil Code Section 1714(a) and California Government Code Sections 815.2 and 815.6;

(B). Breaching and failing to conform to an inherent duty to provide full disclosure as appropriate; and

(C). Acting in disregard and in reckless disregard of the safety, health, and rights of a person or persons, and being deceptive and/or deceitful in the course, provision, communications, and performance of their services and/or activities and that of their offices.

As to the Fourth Cause of Action:

191. Declare that Defendants committed fraud, conspiracy against rights, deprivation of rights under color of law, and an abuse of public authority as set forth above.

192. Enjoin and restrain Defendants, their officers, employees, agents, successors, and all other persons or corporations in active concert or participation with Defendants, from any and all acts of fraud, deceptions, conspiracy against rights, deprivation of rights under color of law, and abuse of public authority in the course, provision, communications, and performance of their services and/or activities and that of their offices.

As to the Fifth Cause of Action:

193. Declare that Defendants abused a dependent adult as set forth above.

194. Enjoin and restrain Defendants, their officers, employees, agents, successors, and all other persons or corporations in active concert or participation with Defendants, from any and all acts that would result and/or reasonably be expected to result in the abuse of a dependent adult.

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As to All Causes of Action:

195. Order Defendants to take such actions as may be necessary to prevent the recurrence of any discriminatory, negligent, fraudulent, abusive, deceptive, and/or deceitful conduct in the future and to eliminate, to the extent practicable, the effects of their unlawful conduct, including implementing policies & procedures to ensure that no applicant or resident or participant of Defendants' services or activities are discriminated against due to disability;

196. Order Defendants to take such affirmative steps as may be necessary to restore, as nearly as practicable, Plaintiff Rice to the position he would be in but for their actions and/or conduct.

197. Award monetary damages to Plaintiff Rice pursuant to 42 U.S.C. § 3613(c), 42 U.S.C. § 12188(a), and California Civil Code Section 3281 as follows:

(A). Actual compensatory economic damages in the amount of;

(1). \$15,000.00 for loss of personal property incurred by logistical limitations in the course of Plaintiff Rice vacating the Property;

(2). \$5,000.00 for moving costs incurred to transport his remaining personal property.

(3). \$250,560.00 for current and future monetary loss incurred by the loss of what was his Property (a BMR / affordable housing unit), conservatively, reasonably, and predictably determined as follows:

(a). Expected remaining life of Plaintiff Rice at time of loss, 18 years, to age 82,

(b). \$289,440.00 for housing costs for 18 years at the Property (HOA fees, insurance expense, and mortgage interest, \$1,340.00 per month X 12 X 18),

(c). \$540,000.00 for fifty percent (50%) housing costs (\$2,500.00 per month rent) of similar and comparable property (two bedroom) located in same or similar and comparable neighborhood of San Francisco and shared with a roommate for 18 years,

(d). (c) minus (b) equals \$250,560.00;

1 (B). Actual compensatory non-economic damages in the amount of
2 \$2,300,000.00 for severe and intense emotional, mental, and psychological trauma, pain &
3 suffering, and stress related physical symptoms; deprivations of rights, residence, and proximity
4 of the San Francisco locale (his home); abuse of a dependent adult; and other yet to be
5 determined or declared current and/or future sufferings experienced by Plaintiff Rice due to the
6 actions and/or conduct of the Defendants.

7 198. Award punitive damages to Plaintiff Rice pursuant to 42 U.S.C. § 3613(c), 42
8 U.S.C. § 12188(a), and California Civil Code Section 3294;

9 (A). \$23,00,000.00 for actions and/or conduct by public authorities of
10 government, law, and housing, and, thus, appropriate in light of their extraordinary and
11 egregious indifference and lack of compunction; gross negligence; fraud; acts of deception,
12 oppression; conspiracy against rights; deprivation of rights under color of law; abuse of
13 authority; abuse of a dependent adult; violations and/or reckless disregard of civil and disability
14 mandates and rights; actions and/or conduct that was in fact and/or tantamount to coercion,
15 threat, or intimidation; other yet to be determined or declared unlawful acts; and to deter such
16 extreme and outrageous behavior by the Defendants and other similar persons and entities
17 within the City and County of San Francisco, the State of California, and the United States of
18 America.

19 199. Order such additional relief as the interests of justice require.

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21 On this 24th day of July, 2019 Respectfully Submitted,

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23 By: Allison Barton Rice
24 Allison Barton Rice, Plaintiff pro per

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EXHIBITS "A","B" ... through ... "Z","AA".
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.



EXHIBIT A
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.
DEPARTMENT OF VETERANS AFFAIRS
810 Vermont Ave NW
Washington, D.C. 20420

July 07, 2019

Allison Barton Rice
 Po Box 41891
 Austin, TX 78704

In Reply Refer to:

 27/eBenefits

Dear Mr. Rice:

This letter is a summary of benefits you currently receive from the Department of Veterans Affairs (VA). We are providing this letter to disabled Veterans to use in applying for benefits such as state or local property or vehicle tax relief, civil service preference, to obtain housing entitlements, free or reduced state park annual memberships, or any other program or entitlement in which verification of VA benefits is required. Please safeguard this important document. This letter is considered an official record of your VA entitlement.

Our records contain the following information:

Personal Claim Information

Your VA claim number is:

You are the Veteran.

Military Information

Your most recent, verified periods of service (up to three) include:

Branch of Service	Character of Service	Entered Active Duty	Released/Discharged
Navy	Honorable	February 05, 1975	March 24, 1978

(There may be additional periods of service not listed above.)

VA Benefit Information

You have one or more service-connected disabilities:	Yes
Your combined service-connected evaluation is:	100%
You are considered to be totally and permanently disabled due solely to your service-connected disabilities:	Yes
The effective date of when you became totally and permanently disabled due to your service-connected disabilities:	November 01, 2001

You should contact your state or local office of Veterans' affairs for information on any tax, license, or fee-related benefits for which you may be eligible. State offices of Veterans' affairs are available at <http://www.va.gov/statedva.htm>.

How You Can Contact Us

- If you need general information about benefits and eligibility, please visit us at <https://www.ebenefits.va.gov> or <http://www.va.gov>.
- Call us at 1-800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the number is 1-800-829-4833.
- Ask a question on the Internet at <https://iris.custhelp.va.gov>.

EXHIBIT A
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Sincerely,



M. Frueh
Executive Director
Benefits Assistance Service



EXHIBIT B
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.



San Francisco Assessor-Recorder
Mabel S. Teng, Assessor-Recorder
DOC- 2004-H838555-00
Acct 26-SFCC Redevelopment Agency
Monday, OCT 25, 2004 08:00:00
Ttl Pd \$0.00 Nbr-0002611112
REEL I750 IMAGE 0040
ofa/FT/1-16

54630277
Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, California 94102
Attn: Housing Division

----- Space Above This Line for Recorder's Use -----

200 Brannan Street, Unit 316
Assessor's Block 3774, Lot 349

349/3774 LIMITED EQUITY HOME OWNERSHIP PROGRAM
DECLARATION OF RESALE RESTRICTIONS
AND OPTION TO PURCHASE AGREEMENT

ORIGINAL

Section 1. Parties.

THIS DECLARATION OF RESALE RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT ("*Declaration*") is made as of September 23, 2004, by and between Allison Barton Rice, a single man ("*Owner*"), and the Redevelopment Agency of the City and County of San Francisco, a public body, corporate and politic, of the State of California ("*Agency*"). Owner is purchasing that certain real property in the City with a street address of 200 Brannan Street, Unit 316, San Francisco, California 94107, and more particularly described on Exhibit A to the Grant Deed ("*Property*").

Section 2. Recitals.

The following recitals of fact are a material part of this Declaration:

- (a) The Agency has developed a program to provide home ownership opportunities to individuals and families with low and moderate incomes by offering homes for sale at prices which are below those otherwise prevailing in the market;
- (b) The Agency's intent is to preserve the affordability of such homes by restricting the resale price; and
- (c) Such homes constitute a valuable community resource, for which it is necessary, proper and in the public interest for the Agency to protect and preserve by administering occupancy and resale controls by means of this Declaration;

NOW, THEREFORE, in consideration of the substantial economic benefits inuring to Owner and the public purposes to be achieved under the affordable housing program, Owner and Agency agree as follows:

EXHIBIT B

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RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Section 3. Owner's Affordable Purchase Price.

The Owner's Affordable Purchase Price for the Property described in Section 1, above, is **\$152,523**. This is the purchase price which is **affordable to a household earning 95% of Area Median Income**, adjusted for a **Household Size of one person(s)**, using a **five percent (5%) down payment** and a commercially reasonable thirty (30)-year fixed mortgage with commercially reasonable rates, points and fees, and with a total annual payment for principal, interest, taxes, insurance and homeowner's association dues which does not exceed 33% of the household's Gross Annual Income.

Section 4. Definitions.

As used in this Declaration, the capitalized terms set forth below shall have the following meanings:

- (a) "Agency" is defined in Section 1.
- (b) "Agency Note" is the promissory note executed by Owner in favor of Agency, which is secured by a Deed of Trust executed by Owner in favor of Agency.
- (c) "Area Median Income" ("AMI") means the median income for a household, adjusted for Household Size, residing in the City, as determined by the Agency pursuant to publications issued by the United States Department of Housing and Urban Development for the San Francisco Primary Metropolitan Statistical Area, from time to time.
- (d) "Broker" means a real estate broker licensed by the State of California Department of Real Estate and approved by the Agency to assist Owner in identifying Qualifying Purchasers for the Transfer of the Property.
- (e) "Capital Improvements" is defined in Section 10.1.
- (f) "Catastrophic Illness" means an illness or injury that incapacitates the Owner for an extended period of time, or that incapacitates a member of Owner's family which incapacity requires Owner to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for Owner because he or she has exhausted all of his or her sick leave and other paid time off.
- (g) "Certificate Holder" means those households with a valid Certificate of Preference issued by the Agency that entitles the holder to receive preference in consideration for housing due to displacement by prior redevelopment activities.
- (h) "City" means the City and County of San Francisco.
- (i) "Closing Costs" means the reasonable and customary costs incurred by Owner in transferring the Property.
- (j) "Damage" means deficiencies in the Property occurring during Owner's ownership of the Property, including without limitation: (1) violations of applicable building, plumbing,

EXHIBIT B
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

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electric, fire or housing codes; (2) needed repair to appliances furnished to Owner upon purchase of the Property; (3) holes and other defects (except for holes from picture hangers) in walls, ceilings, floors, doors, windows, screens, carpets, drapes, countertops and similar appurtenances; and (4) repairs needed, as determined by Agency, to put the Property into saleable condition, including without limitation cleaning and painting.

(k) "OPA" is defined in Section 5.1.

(l) "Declaration" is defined in Section 1.

(m) "Deed of Trust" means one or more Deeds of Trust on this Property, executed by Owner in favor of Agency.

(n) "Developer" is defined in Section 5.1.

(o) "Domestic Partner" means any person who has or enters into a domestic partnership currently registered with a governmental body pursuant to State or local law authorizing such registration.

(p) "Down Payment Assistance Loan" is a loan of down payment funds made by Agency to Owner for the purchase of the Property.

(q) "Events of Default" are defined in Section 11.1.

(r) "Fair Market Value" means the value of the Property determined by an independent, MAI-certified appraiser who has experience in residential appraisals in San Francisco.

(s) "Household Size" means the number of persons for whom the Property will be a Principal Residence. The Affordable Price shall be established by using a Household Size which assumes occupancy by one person for one-bedroom units. For two-bedroom and larger units, the assumption is occupancy by one person per bedroom plus one.

(t) "Grant Deed" is defined in Section 8.1(b).

(u) "Gross Annual Income" means pre-tax money earned annually by a household including overtime pay, commissions, dividends, and any other source of income.

(v) "Notice" is defined in Section 13.4.

(w) "Notice of Proposed Transfer" is defined in Section 7.1.

(x) "Occupancy Certificate" is defined in Section 13.3.

(y) "Owner" is defined in Section 1 and upon death of Owner includes Owner's estate.

(z) "Owner's Proceeds" means the amount due to Owner upon Transfer of the Property to a Qualifying Purchaser or upon exercise of Agency's Purchase Option, according to the terms of this Declaration.

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(aa) "Principal Residence" means the location at which an individual resides for at least ten (10) months out of each calendar year or such shorter period of time as Agency, in its sole discretion, shall determine.

(bb) "Property" is defined in Section 1.

(cc) "Purchase Option" is defined in Section 9.1.

(dd) "Purchase Option Assignee" is defined in Section 9.3.

(ee) "Qualifying Purchaser" means persons and families who are first time homebuyers and approved by Agency whose Gross Annual Income, adjusted for Household Size, does not exceed 100% of Area Median Income.

(ff) "Repair Costs" means the costs to repair Damage to the Property.

(gg) "Resale Affordable Price" means a purchase price which is **affordable to a household earning 95% of current Area Median Income**, adjusted for a **Household Size of one person(s)**, using a **five percent (5%) down payment** and a commercially reasonable thirty (30)-year fixed mortgage with commercially reasonable rates, points and fees, and with a total annual payment for principal, interest, taxes, insurance and homeowner's association dues which does not exceed 33% of the household's Gross Annual Income.

(hh) "Senior Lender" means a bank, savings and loan association, insurance company, pension fund, publicly traded real estate investment trust, governmental agency, or charitable organization engaged in making loans which customarily makes residential purchase money loans and has loaned money to Owner or a Qualifying Purchaser to purchase or refinance the purchase of the Property.

(ii) "Senior Lien" means a single deed of trust for the purpose of securing a loan from the Senior Lender to finance or refinance the purchase of the Property.

(jj) "Transfer" means any voluntary or involuntary sale, assignment or transfer of any interest in the Property.

(kk) "Unauthorized Transfer" is defined in Section 11.1(a).

Section 5. Related Documents.

5.1 Owner Participation Agreement. Agency and **LNR Lennar Brannan Street, LLC, a California Limited Liability Company** ("*Developer*") entered into that certain Owner Participation Agreement dated for reference purposes only as of **August 29, 2000** and recorded on **January 12, 2001** as **Document No. 2001-G889864-00** in the City's Official Records ("*OPA*"). Under the OPA, the Property is income and price restricted to be affordable to persons or households earning not more than % of Area Median Income. This Declaration is being executed and recorded in accordance with the OPA.

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5.2 Deed of Trust and Promissory Note. Owner executed a Deed of Trust on the Property in favor of Agency, dated September 23, 2004 ("*Deed of Trust*"), securing a promissory note executed by Owner in favor of Agency, dated the same date ("*Agency Note*").

Section 6. Affordable Restrictions.

6.1 Restrictions. Owner shall own and occupy the Property as Owner's Principal Residence, and Owner shall not lease the Property, or any portion thereof, without Agency's prior written consent. Owner shall submit to the Agency on an annual basis a certification that Owner has occupied the Property as Owner's Principal residence for at least ten (10) months in the preceding year.

6.2 Term. This Declaration shall remain in effect for forty-five (45) years, or until such time as the Property is Transferred pursuant to the terms of this Declaration.

(a) Upon the expiration of this Declaration due to the completion of the 45-year Term, Owner must repay to the Agency the difference between the Resale Affordable Price and the Fair Market Value, as determined at the completion of the Term. In lieu of this payment to the Agency, the Owner may renew the Term of this Agreement for an additional forty-five (45) years.

6.3 Owner Representations and Warranties. Owner represents and warrants to Agency that the financial and other information Owner previously provided to Agency for the purpose of qualifying to purchase the Property was true and correct at the time it was given and remains true and correct as of the date of this Declaration.

Section 7. Transfer Procedures.

7.1 Notice of Proposed Transfer. Except as provided in Sections 7.5 and 7.6(a), if Owner desires to Transfer the Property, Owner shall deliver written notice to Agency ("*Notice of Proposed Transfer*"), and Agency shall calculate the Resale Affordable Price and notify Owner of the same.

7.2 Priority to Certificate Holders. An Owner may only transfer the Property to a Qualifying Purchaser or the Agency. The Agency shall give notice to Certificate Holders who shall have priority in purchasing the Property over all other Qualified Purchasers except Section 7.5 and 7.6(a) transferees and the Agency. If no Certificate Holders express interest in purchasing the Property or are not otherwise qualified, then Owner shall market the Property as set forth in Section 7.3 below.

7.3 Marketing the Property. Owner shall work with Broker to locate a Qualifying Purchaser for Transfer of the Property at the Resale Affordable Price. Owner and Broker shall use diligence and good faith in marketing the Property as evidence by all of the following:

- Listing the Property on the MLS Listing;
- Advertising the Property in the Real Estate section of at least two (2) newspapers of general circulation in the City and County of San Francisco;

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- Conduct at least two (2) Open Houses of the Property; and
- Request that the Agency list the Property on the Agency's website.

If Owner and Broker, acting diligently and in good faith, are unable to locate a Qualifying Purchaser after one hundred and fifty (150) days from the date of Agency's receipt of the Notice of Proposed Transfer, then the percentage of AMI defining Qualifying Purchasers shall be increased to 150% of the AMI defined in Section 4(ee), up to a maximum of 120% of AMI. The Resale Affordable Purchase Price shall remain the same.

7.4 Inspection. Within thirty (30) days after Agency's receipt of the Notice of Proposed Transfer, Agency shall have the right to enter and inspect the Property. Agency shall give Owner twenty-four (24) hours prior written notice before conducting an inspection. Agency may inspect the Property to determine if any Damage exists. In the event any Damage is noted, Agency shall determine the Repair Costs and shall deliver written notice to Owner specifying the Damage and the Repair Costs. Owner shall either: (a) repair the Damage at Owner's cost, or (b) cause the escrow agent at closing to pay the Repair Costs to Agency from Owner's Proceeds, as provided in Section 8.3. If Owner elects to repair the Damage, Agency shall have the right to re-inspect the Property under the terms of this Section 7.4 after the repairs are complete. If Agency determines in Agency's sole discretion that Damage still remains, Owner shall cause the escrow agent at closing to pay the remaining Repair Costs to Agency, but only to the extent such funds are available after payment of the Senior Lien. If Owner elects to repair the Damage, all repairs and the re-inspection shall be completed without extending the closing date, unless extended by mutual written agreement of both Agency and Owner.

7.5 Transfer to Spouse or Domestic Partner. If an Owner marries or becomes a Domestic Partner after purchasing the Property, the spouse or Domestic Partner may become a co-Owner. An Owner intending to add a spouse or Domestic Partner as a co-Owner must present their marriage certificate or Domestic Partnership registration to the Agency for review, and the proposed co-Owner shall execute an addendum to this Declaration and any other Agency documents related to the Property by which the co-Owner shall assume the same rights and responsibilities with respect to those documents as the Owner.

7.6 Transfer Upon Owner's Death.

(a) Upon Owner's death, the Property may be Transferred to any co-Owner previously approved by the Agency without further Agency approval, but such co-Owner shall notify Agency within thirty (30) days of the Transfer.

(b) Upon the death of Owner and all Agency approved co-Owners, the Property may be Transferred by inheritance, will, or any other function of law to a Qualifying Purchaser. The proposed transferee shall submit an income certification and any other information reasonably requested by Agency to verify that the proposed transferee meets the requirements for a Qualifying Purchaser. Agency shall have forty-five (45) days after receipt of all required information to determine whether the proposed transferee is a Qualifying Purchaser. If Agency determines that the proposed transferee is a Qualifying Purchaser, the Property may be Transferred to the proposed transferee for no consideration. The proposed transferee shall execute a new Declaration and any other Agency documents related to the Property by which the

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proposed transferee shall assume the same rights and responsibilities with respect to those documents as the Owner. If Agency determines that the proposed transferee is not a Qualifying Purchaser, the Property shall be Transferred pursuant to Sections 7.1 – 7.4, inclusive.

Section 8. Closing.

8.1 Conditions to Closing. Except as provided in Sections 7.5, 7.6(a) and Transfers by foreclosure or the Senior Lender's acceptance of a deed in lieu of foreclosure, all Transfers shall take place through an escrow with a mutually acceptable escrow company. It shall be a condition to closing, other than a Transfer to a co-Owner pursuant to Sections 7.5 or 7.6(a), that the escrow agent involved in the closing has received the following:

- (a) Written confirmation from Agency of the Resale Affordable Price and either (i) the identity of the Qualifying Purchaser or (ii) notification that Agency is exercising the Purchase Option;
- (b) A standard title company form grant deed, executed and acknowledged by Owner (or Agency as attorney in fact for Owner) granting the Property to the Qualifying Purchaser ("**Grant Deed**"), which shall be recorded in the City's Official Records;
- (c) A declaration with the same form and substance as this Declaration executed and acknowledged by the Qualifying Purchaser and Agency, which shall be recorded in the City's Official Records; and
- (d) An Agency Note secured by a Deed of Trust, executed by the Qualifying Purchaser on Agency's standard forms, which Deed of Trust shall be recorded in the City's Official Records.

8.2 Closing Procedures For Sale to Qualifying Purchaser. At closing, Owner shall convey the Property to the Qualifying Purchaser by Grant Deed. Owner shall cause a mutually acceptable title company to issue to the Qualifying Purchaser a CLTA standard coverage owner's form of title insurance policy in the amount of the Resale Affordable Price insuring title to the Property vested in the Qualifying Purchaser, subject only to standard printed form exceptions, the Agency's Deed of Trust and exclusions, liens for current taxes and assessments not yet due, or payable, this Declaration and such other matters as were exceptions to title as of 07/28/04 [date of sale to first Owner] or are accepted by the Qualifying Purchaser in writing. All closing costs and title insurance premiums shall be paid pursuant to the custom in the City.

8.3 Owner's Proceeds. The value of the Owner's Proceeds from a Transfer of the Property shall be calculated as follows. Owner's Proceeds equal:

- (a) The Resale Affordable Price;
- (b) Less the amount necessary to release the Senior Lien;
- (c) Less Closing Costs;
- (d) Less any Repair Costs due to the Agency pursuant to Section 7.4;

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- (e) Plus the amortized value of Capital Improvements.

8.4 Resale Affordable Price.

(a) Notwithstanding anything in Section 4(gg) to the contrary, if the Resale Affordable Price is less than the original value of the Senior Lien, then the Agency may increase the percentage of AMI defined in Section 4(gg) to a level sufficient to allow for a Resale Affordable Price which covers the original value of the Senior Lien, up to a maximum of 120% of AMI. If, after adjustment of the Resale Affordable Price described above, if any, the Resale Affordable Price is less than the sum of the Owner's Affordable Price plus the Closing Costs, then the Agency through its Executive Director as authorized in Resolution No. 73-2000 dated May 23, 2000 shall deposit into escrow the funds necessary to cover the Owner's original down payment funds and Closing Costs. Such deposit into escrow shall be in addition to Agency's deposit into escrow of the amortized value of the Capital Improvements. After such adjustment, the value of the Owner's Proceeds shall be calculated according to Section 8.3.

(b) Agency and Owner acknowledge that the Senior Lien holder will not release the Senior Lien unless it is repaid in full. If the Senior Lien holder does not release the Senior Lien because the Owner has not or cannot fully repay it, then the sale will be cancelled or the Owner will be in default under the Senior Lien.

Section 9. Agency's Purchase Option.

9.1 Grant of Option. Owner grants to Agency an option to purchase the Property upon the occurrence of an Event of Default under Section 11.1 ("**Purchase Option**").

9.2 Exercise of Option. Agency may exercise the Purchase Option as follows:

(a) If the Purchase Option is triggered as a result of an Event of Default under Sections 11.1(a) – (d), then Agency may exercise the Purchase Option within ninety (90) days after Agency gives written notice of default to Owner.

(b) If the Purchase Option is triggered as a result of Owner's default under the Senior Lien as defined in Section 11.1(e), then Agency may exercise the Purchase Option by giving written notice to Owner and Senior Lender, at any time prior to five (5) business days before the date of a foreclosure sale under the Senior Lien, as the same may be postponed from time to time, pursuant to California Civil Code § 2924f. Though the Senior Lender shall not be required to do so, the Senior Lender shall endeavor to provide the Agency with a copy of any notice of default that it issues to Owner.

9.3 Assignment of Purchase Option. Prior to or after exercise of the Purchase Option, Agency may assign the Purchase Option to a governmental agency, non-profit organization, or a Qualifying Purchaser ("**Purchase Option Assignee**"), which shall be subject to this Declaration.

9.4 Grant of Power of Attorney. Owner hereby grants to Agency an irrevocable power of attorney coupled with an interest to act on Owner's behalf to execute, acknowledge and deliver any and all documents relating to the Purchase Option.

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

9.5 Non-Liability of Agency. Agency shall not be held liable by reason of its exercise or non-exercise of the Purchase Option.

Section 10. Capital Improvements; Maintenance.

10.1 Capital Improvements. A “Capital Improvement” is a permanent improvement to the Property made during Owner’s ownership of the Property which: (1) has a value between one-half of one percent (0.5%) and ten percent (10%) of the Affordable Purchase Price originally paid by Owner; (2) has a useful life of greater than five (5) years subsequent to the proposed Transfer by Owner; and (3) has been made with all required permits and approvals, including without limitation homeowner’s association and governmental approvals obtained prior to the construction or installation of the Capital Improvement(s).

10.2 Credits for Capital Improvements. Owner shall receive credit at the time of Transfer for Capital Improvements made to the Property as follows:

(a) At least thirty (30) days prior to the date of Transfer, Owner shall provide Agency a list of the Capital Improvement(s), if any, made to the Property. Agency shall determine whether the proposed improvements qualify as Capital Improvement(s), as defined in Section 10.1.

(b) Owner’s credit for Capital Improvements shall equal the sum of all Capital Improvements with each improvement depreciating at the rate of seven percent (7%) per year from the date of the Capital Improvement’s completion.

10.3 Maintenance. Owner shall not destroy or damage the Property, allow the Property to deteriorate, or commit waste on the Property. Owner shall maintain the Property in compliance with all applicable laws, ordinances and regulations and in a good and clean condition and all appliances and fixtures shall be in good working order.

Section 11. Default and Remedies.

11.1 Events of Default. The occurrence of any one of the following events or circumstances shall constitute an “*Event of Default*” by Owner under this Declaration.

(a) Owner has actually Transferred or attempted to Transfer the Property in violation of the covenants and restrictions contained in this Declaration (“**Unauthorized Transfer**”).

(b) Agency has determined in Agency’s sole discretion that the Property is not Owner’s Principal Residence.

(c) Owner fails to pay real estate taxes, assessments or homeowner’s association dues, when due or Owner fails to maintain insurance in such amounts as required under this Declaration; or Owner places any mortgages, encumbrances or liens upon the Property in violation of this Declaration; and such event or condition shall not have been cured within thirty (30) days following the date of written notice to cure by Agency to Owner.

(d) Owner fails to perform any other agreements or obligations on Owner’s part to be performed under this Declaration, and such failure continues for thirty (30) days following the date of written notice to cure by Agency to Owner, or in the case of a default not susceptible of

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cure within thirty (30) days, Owner fails to promptly commence such cure within thirty (30) days and thereafter fails to diligently prosecute such cure to completion.

(e) Owner causes or permits a default under the Senior Lien and fails to cure the same in accordance with the cure provisions in the Senior Lien.

(f) Owner is in default of a term of the Agency Note and/or the Deed of Trust.

11.2 Remedies. Upon the occurrence of an Event of Default by Owner, Agency may exercise any or all of the remedies set forth below:

(a) Agency shall have the right to exercise the Purchase Option;

(b) Agency shall have the right to institute an action for specific performance of the terms of this Declaration, for an injunction prohibiting a proposed Transfer in violation of this Declaration, or for a declaration that a Transfer is void;

(c) Agency shall have the right to institute an action for foreclosure on its Deed of Trust and/or to accept a deed in lieu of foreclosure;

(d) Agency shall have the right to exercise all other remedies permitted by law or at equity.

Section 12. Lender Provisions.

12.1 Purposes of Financing. Subject to Agency's prior written approval, Owner may encumber title to the Property for the sole purpose of securing (a) purchase money financing, (b) refinancing (but only up to the amount of the original financing), or (c) refinancing up to the amount of the original financing, plus fifty percent (50%) of the value of the Resale Affordable Price less the Owner's Affordable Price. Refinancing under option (c), above, shall only be permitted for making Capital Improvements to the Property, meeting post-secondary educational expenses incurred by a household member after the date of purchase, meeting the costs of an Owner's or Owner's immediate family member's Catastrophic Illness, or securing funds required to implement a dissolution of marriage or domestic partnership agreement. Owner shall not cause or permit any other mortgages, encumbrances or liens upon the Property. Owner shall submit to the Agency on an annual basis a certification that Owner has not refinanced the Property in violation of this Section 12.1.

12.2 Subordination. This Declaration shall be subordinate to the Agency-approved Senior Lien.

12.3 Default and Foreclosure. Owner shall provide a copy of any notice of default under the Senior Lien to Agency within three (3) days of Owner's receipt. In the event of any default under the Senior Lien, Agency, in addition to any other rights and remedies it may have under this Declaration, at law or in equity, shall have the right to:

(a) cure such default pursuant to Section 12.4;

(b) exercise its Purchase Option pursuant to Section 9.2(b); or

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(c) foreclose its Deed of Trust on the Property.

Agency's rights under this Section 12.3 shall not prevent the Senior Lender from commencing a judicial or nonjudicial foreclosure of the Senior Lien. If the Agency, in its sole discretion, does not act pursuant to Sections 12.3(a-b) above, and the Senior Lender acquires the Property through foreclosure or acceptance of a deed-in-lieu of foreclosure, future sales of the Property shall not be subject to the resale restrictions provided herein.

12.4 Right to Cure. Although Agency has no obligation to do so, Agency may perform any act required of Owner in order to prevent a default under, or an acceleration of the indebtedness secured by, the Senior Lien or the commencement of any foreclosure or other action to enforce the collection of such indebtedness. If Agency elects to cure any such default, Owner shall pay the expenses incurred by Agency in effecting any cure upon demand within thirty (30) days, together with the interest thereon at the maximum interest rate permitted by law. Failure of Owner to timely reimburse Agency shall constitute an Event of Default under Section 11.1(d).

Section 13. Miscellaneous.

13.1 Damage and Destruction; Condemnation; Insurance. If the Property is condemned or the improvements located on the Property are damaged or destroyed, all proceeds from insurance or condemnation shall be distributed in accordance with this Section 13.1, subject to the requirements of the Senior Lien. Insurance shall be maintained in the types and amounts required under the Senior Lien. Unless Owner, Agency, and Senior Lender otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property damaged. If Owner, Agency and Senior Lender determine that restoration or repair cannot be made, or if the Property is condemned, the insurance or condemnation proceeds shall first be allocated to pay the outstanding value of the Senior Lien and all associated fees of the Senior Lender, with the balance distributed between the Owner and Agency as follows. The proceeds attributable to the Property shall be multiplied by a fraction. The numerator is the Resale Affordable Price as calculated under this Declaration and the denominator is the Fair Market Value of the Property as of the date immediately prior to the damage, destruction or condemnation. The resulting amount shall be allocated to the Owner and the balance shall be allocated to Agency.

13.2 No Discrimination; Lead-Based Paint Prohibition. Owner shall comply with all applicable laws and regulations regarding non-discrimination and lead-based paint prohibitions.

13.3 Owner Occupancy Verification. To insure compliance with this Declaration's requirement that Owner use the Property as his/her Principal Residence, Owner shall provide Agency with a completed Occupancy Certificate ("*Occupancy Certificate*"), to be provided by the Agency by February 1 of each year for the previous calendar year.

13.4 Notices. Any notice, demand or other communication required or permitted to be given under this Declaration by either party to the other party shall be in writing and sufficiently given or delivered if transmitted by (a) registered or certified United States mail, postage prepaid, return receipt requested, (b) personal delivery, or (c) nationally recognized private courier services, in every case addressed as follows:

EXHIBIT B**RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.**

If to Agency: San Francisco Redevelopment Agency
770 Golden Gate Avenue
San Francisco, California 94102
Attention: Executive Director

If to Owner: at the Property address

Any such notice, demand or other communication transmitted in accordance with this Section 13.4 shall be deemed delivered upon receipt, or upon the date delivery was refused. Any party may change its address for notices by written notice given to the other party in accordance with the provisions of this Section 13.4.

13.5 Remedies Cumulative. Agency's rights and remedies, whether provided by law, in equity or by this Declaration, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise of any other or further rights or remedies for the same or any other default or breach. No waiver with respect to the performance of any of Owner's obligations shall be effective except to the extent the particular obligation is expressly waived, nor shall it be a waiver with respect to any other rights or remedies of any other of Owner's obligations.

13.6 Attorneys' Fees for Enforcement. If any action or legal proceeding is instituted by Owner or Agency arising out of this Declaration, the prevailing party therein shall recover their reasonable attorneys' fees and costs in connection with such action or proceeding.

13.7 Integration. This Declaration constitutes an integration of the entire understanding and agreement of the Owner and Agency with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Declaration, shall not be binding on any of the parties, and Owner and Agency each acknowledge that they have not relied, in entering into this Declaration, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Declaration. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Declaration.

13.8 Severability. In the event that any provision of this Declaration is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

13.9 Successors and Assigns. This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the Agency. The Agency may assign or transfer its rights under this Declaration upon thirty (30) days written notice to Owner. It is expressly agreed by Owner that Owner may assign his or her rights to this Declaration only by Transfer pursuant to Section 7 or by Agency's exercise of the Purchase Option pursuant to Section 9.

13.10 Headings. The headings within this Declaration are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Declaration.

13.11 Time for Performance. Time is of the essence in the performance of the terms of this Declaration. All dates for performance (or cure) shall expire at 5:00 p.m. on the

EXHIBIT B
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

H838555

performance or cure date. Any performance date which falls on a Saturday, Sunday or Agency holiday is automatically extended to the next Agency working day.

13.12 Amendments. Any modification or waiver of any provision of this Declaration or any amendment thereto must be in writing and signed by a person or persons having authority to do so, on behalf of both Agency and Owner.

13.13 Controlling Agreement. Owner covenants that Owner has not executed and will not execute any other agreement with provisions contradictory to or in opposition to the provisions of this Declaration. Owner understands and agrees that this Declaration shall control the rights and obligations between Owner and Agency.


13.14 Governing Law. This Declaration shall be governed by, and construed and enforced in accordance with, the internal laws of the state of California.

13.15 Recordation. Owner shall cause this Declaration to be recorded in the City's Official Records.

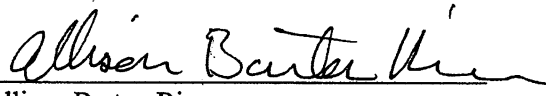
IN WITNESS WHEREOF, Owner and Agency have executed this Declaration as of the date written above.

AGENCY:

Redevelopment Agency of the City and
County of San Francisco

By: 
Ayisha J. Benham 09/27/04
Deputy Executive Director
Finance and Administration

OWNER:


Allison Barton Rice

ALL SIGNATURES MUST BE NOTARIZED.

----- Attach All Purpose California Notary Acknowledgment -----

APPROVED AS TO FORM:

SAN FRANCISCO REDEVELOPMENT AGENCY

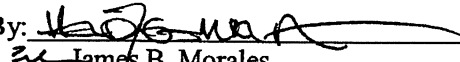
By: 
James B. Morales
Agency General Counsel

EXHIBIT B
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al. H838555
EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

UNIT 316, LOT 349, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF 200 BRANNAN STREET, A RESIDENTIAL/COMMERCIAL CONDOMINIUM PROJECT, BEING A SUBDIVISION OF LOT 190, AS SHOWN ON THAT PARCEL MAP FILED MARCH 29, 2002, IN BOOK 45 OF PARCEL MAPS, AT PAGE 71, BEING A PORTION OF ASSESSOR'S BLOCK NO. 3774, ALSO BEING A PORTION OF 100 VARA BLOCK NO. 351, SAN FRANCISCO, CALIFORNIA", WHICH MAP WAS FILED ON SEPTEMBER 30, 2003 IN BOOK 83 OF CONDOMINIUM MAPS, AT PAGES 11 THROUGH 23, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THE FOLLOWING:

- (a) NON-EXCLUSIVE EASEMENTS THROUGH SAID UNITS, APPURTENANT TO THE COMMON AREA AND ALL OTHER UNITS, FOR INGRESS, EGRESS, SUPPORT AND REPAIR OF THE COMMON AREA AND ALL UNITS;
- (b) NON-EXCLUSIVE EASEMENTS, APPURTENANT TO THE COMMON AREA, FOR ENCROACHMENT UPON THE AIR SPACE OF THE UNIT BY THOSE PORTIONS OF THE COMMON AREA LOCATED WITHIN THE UNIT.

PARCEL 2:

AN UNDIVIDED 0.36 PERCENT (0.36%) INTEREST, AS A TENANT IN COMMON WITH ALL OTHER UNIT OWNERS, IN AND TO THE COMMON AREA AS SHOWN ON SAID MAP OF 200 BRANNAN STREET.

EXCEPTING THEREFROM, EXCLUSIVE EASEMENTS FOR USE OF PARKING SPACES AND DECK AREAS, AS SHOWN ON SAID MAP OF 200 BRANNAN STREET.

PARCEL 3:

THE FOLLOWING EASEMENTS APPURTENANT TO PARCELS 1 AND 2 ABOVE:

- (a) A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT, SUPPORT, MAINTENANCE AND REPAIR THROUGH THE COMMON AREA, AND FOR OTHER PURPOSES, ALL AS SHOWN ON SAID MAP OF 200 BRANNAN STREET AND/OR DESCRIBED IN THE DECLARATION; AND
- (b) AN EXCLUSIVE USE EASEMENT TO USE PARKING AREA(S) NO. 126., AS SHOWN ON SAID MAP OF 200 BRANNAN STREET; AND
- (c) AN EXCLUSIVE USE EASEMENT TO USE DECK AREA NO. N/A, AS SHOWN ON SAID MAP OF 200 BRANNAN STREET.

RESERVING FROM SAID PARCELS 1 AND 2 ABOVE, FOR THE BENEFIT OF GRANTOR, ITS SUCCESSORS IN INTEREST, AND OTHERS, EASEMENTS FOR ACCESS, USE, ENJOYMENT, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF 200 BRANNAN, A CONDOMINIUM PROJECT ("DECLARATION"), RECORDED ON OCTOBER 9, 2003 AS INSTRUMENT NO. 2003-H559316 IN REEL I490 AT IMAGE 1182, OF THE OFFICIAL RECORDS OF SAN FRANCISCO COUNTY, CALIFORNIA, INCLUDING ANY AMENDMENTS THERETO.

EXHIBIT C
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Barton Rice allisonbartonrice@mac.com
Subject: Wall addition?
Date: August 2, 2007 at 6:33 PM
To: Edith Horner david.sobel@sfgov.org



Hi David,

As you requested, I am writing to inquire about the ability in the eyes of the SFRA for me to erect a wall in my condo to create two smaller rooms out of one larger room. It also strikes me that, if need be, I could and would be willing to make it conditional that I return the space back to its original design if and when I move to some place else.

FYI, I am a 53 year old retired disabled veteran, without much money, and with no particular elements on the horizon that would indicate that I would be moving or making much of any changes before I die.

Thanks again for all of your assistance, and thanks much to the SFRA.

Allison Barton Rice

EXHIBIT D
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com
Subject: Regarding approval of refinancing and roommate issue.
Date: October 19, 2017 at 2:41 PM
To: sandra.gates-anderson@sfgov.org
Cc: Sean Fitzgerald sfitzgerald@firstrepublic.com



Dear Ms. Sandra Gates-Anderson,

Prior to and completely separate from my current effort to refinance my existing mortgage, I had begun an effort to communicate with the MOHCD regarding traveling and having a roommate - both of which I had received permission from the San Francisco Redevelopment Agency sometime in late 2008 or early 2009 - specifically from Ms. Edith Horner via a phone conversation. However, at that time, I was not informed nor was I cognizant of the need for it to be in writing.

Please see the forwarded emails below.

Additionally, I have obtained a letter of support and medical recommendation for having roommates and traveling from my primary Medical Doctor (Dr. Alison Ludwig) at the San Francisco Veterans Administration Medical Center - please see attached pdf.

Furthermore, if and as is necessary, it is my utmost intention to obtain a meeting with the person that is the director of the MOHCD to clarify my situation and condition with respect to my BMR. It is my understanding that person is Ms. Maria Benjamin, who I have not yet communicated with.

In any case, I already have permission to have a roommate, which I obtained from the SFRA - albeit, not in writing. However, I fully expect the MOHCD to honor my existing permission from the SFRA and to obtain that in writing.

In the meantime, please approve the refinancing of my existing mortgage as soon as possible.

Thank you and have a nice day.

Mr. Allison Barton Rice



DEPARTMENT OF VETERANS AFFAIRS
Medical Center
4150 Clement Street
San Francisco, CA 94121

September 19, 2017

To the San Francisco Mayor's Office of Housing and Community Development (MOHCD):

Please accept this letter in support of extra consideration for Mr. Allison Barton Rice (DOB 2/23/1954) in regards to his home of 13 years.

I am Mr. Rice's primary care physician at the San Francisco VA Medical Center (SFVAMC). Mr. Rice has been a patient at the SFVAMC since 1995. He is 100% service connected for 'Depression, Paranoid Schizophrenia' and has been a long-time recipient of mental health services through the VA medical care system.

Thanks to his careful and attentive self-care practices he has been able to live independently and with good health for some time. The most significant factor supporting his mental health is the maintenance of a stable home environment. Disruptions to this have a high risk of triggering severe recurrent mental illness.

Mr. Rice has explained to me that he has had roommates in the past and that it was significantly helpful and beneficial for his mental health with respect to isolation and loneliness.

Similarly, Mr. Rice's ability to travel and visit new environments is necessary to maintain his mental health. This mobility minimizes isolation and is only possible if he can be confident and feel secure in maintaining his home.

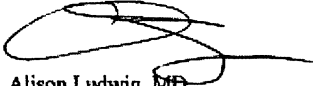
EXHIBIT D
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Mr. Rice further explained to me that he had obtained permission from the now-defunct San Francisco Redevelopment Agency to have roommates and to travel, and that he now wishes to obtain that same permission from the MOHCD.

For Mr. Rice's mental health, and considering his disabled veteran status, I strongly recommend from a medical perspective that his request to have roommates and to be allowed travel be approved.

Please contact me with any questions.

Sincerely,



Alison Ludwig, MD
Physician Chief, Medical Practice
San Francisco VA Medical Center
(415) 221-4810 ext. 22870

Begin forwarded message:

From: Allison Rice <allisonbartonrice@mac.com>
Subject: Help please
Date: March 23, 2016 at 11:19:35 AM PDT
To: Edith Horner <edith.horner@sfgov.org>

Hi Edith,

Below is the email that took place, the last one from me received no reply.

I'm a very honest person and I do my best to follow the law and rules and regulations.

The reference of when I spoke to you about traveling for more than 2 months per year, I had also asked about having a roommate (which I do) and you said that was OK, too.

Recently, I've been looking over the BMR paperwork and contract and I see I need written permission to have a roommate and, as I mentioned, I want permission to travel more than 2 months per year.

In no way, shape, or form am I trying to "get over" on anybody or violate the law. Thus, my effort to get permission for the above.

Before I bother the Mayor's Office of Housing again, I am asking you (please) to write a letter on my behalf confirming that the SFRA did indeed give me permission to travel more than 2 months per year and to have a roommate.

Would you do that for me, please?

Thank you, and have a nice day.

Allison
200 Brannan St., Apt. 316
SF, CA 94107

Begin forwarded message:

From: Allison Rice <allisonbartonrice@mac.com>
Subject: Re: Contact info
Date: August 4, 2015 at 5:08:40 PM PDT
To: "Smith, Garrett (MYR)" <garrett.smith@sfgov.org>
Cc: Edith Horner <edith.horner@sfgov.org>

EXHIBIT D
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Garrett P. Smith,

My name is Mr. Allison Barton Rice and I own a BMR at 200 Brannan St., Apt. 316, SF, CA 94107 which I acquired in 2004 via the San Francisco Redevelopment agency. FYI: I am a 61 y/o 100 percent service connected disabled Viet-Nam Era veteran. I have always been in the U.S. with exceptions of fairly short travels to the Far East, Panama, Mexico, and Puerto Rico much earlier in my life.

I believe sometime around 2008 or 2009, via a phone conversation, I asked Edith Horner about traveling with respect to my contractual requirement to "occupy" my BMR 10 months out of each year (12 months). That is, I was requesting permission from the SFRA to travel for periods of time that would be longer than 2 months and she communicated to me that it would be OK for me to do so.

In any case, I would like to travel to Europe for an extended period of time 3, 6, 9, maybe as long as 12 months. And, to be sure, my home at 200 Brannan St., Apt. 316, SF, CA 94107 will remain my permanent and principal residence.

Thus, I again am requesting permission (or a contractual variance) to not physically be at my home (again, a BMR) for periods of time longer than 2 months out of each year (12 months).

Please advise.

Thank you,
Mr. Allison Barton Rice

On Aug 4, 2015, at 12:11 PM, Smith, Garrett (MYR) <garrett.smith@sfgov.org> wrote:

Mr. Rice, please direct any questions you have concerning 200 Brannan Street.

Garrett P. Smith
Asset Manager
Inclusionary Rental and Home Ownership Programs

415-701-5573 Telephone
415-701-5501 Facsimile
garrett.smith@sfgov.org

Mayor's Office of Housing and Community Development
City and County of San Francisco
One South Van Ness Avenue, 5th Floor
San Francisco CA 94103

-----Original Message-----

From: Horner, Edith (CON)
Sent: Tuesday, August 04, 2015 11:03 AM
To: Allison Rice; Edith.M.Horner@sfgov.org
Cc: Smith, Garrett (MYR); Sebay, Gwen (CII)
Subject: RE: Contact info

Dear Allison,

I am not able to answer your question because I am no longer in the San Francisco Redevelopment Agency department. I am currently working in the San Francisco Controller's Department. Gwen Sebay and Garrett Smith might be able to help you.

Edith Horner

Accounting Operations and System Division City & County of San Francisco City Hall, Room 300
1 Carlton B. Goodlett Place
San Francisco, CA 94102-4694
Telephone (415) 554-7567

-----Original Message-----

From: Allison Rice [<mailto:allisonbartonrice@mac.com>]
Sent: Tuesday, August 04, 2015 10:15 AM
To: Horner, Edith (CON); Edith.M.Horner@sfgov.org
Subject: Contact info

Hi Edith

EXHIBIT D
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

This is Mr. Allison Barton Rice, I assume you remember me - BMR owner at 200 Brannan. Anyway, I would like to ask you about me traveling - which I asked you about a few years ago, and I would like to clarify what we discussed. So, I am trying to contact you.

Please advise if either of the email addresses I'm using are still good for you.

Thank you and have a nice day.

Allison

EXHIBIT E
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.



DEPARTMENT OF VETERANS AFFAIRS
Medical Center
4150 Clement Street
San Francisco, CA 94121

September 19, 2017

To the San Francisco Mayor's Office of Housing and Community Development (MOHCD):

Please accept this letter in support of extra consideration for Mr. Allison Barton Rice (DOB 2/23/1954) in regards to his home of 13 years.

I am Mr. Rice's primary care physician at the San Francisco VA Medical Center (SFVAMC). Mr. Rice has been a patient at the SFVAMC since 1995. He is 100% service connected for 'Depression, Paranoid Schizophrenia' and has been a long-time recipient of mental health services through the VA medical care system.

Thanks to his careful and attentive self-care practices he has been able to live independently and with good health for some time. The most significant factor supporting his mental health is the maintenance of a stable home environment. Disruptions to this have a high risk of triggering severe recurrent mental illness.

Mr. Rice has explained to me that he has had roommates in the past and that it was significantly helpful and beneficial for his mental health with respect to isolation and loneliness.

Similarly, Mr. Rice's ability to travel and visit new environments is necessary to maintain his mental health. This mobility minimizes isolation and is only possible if he can be confident and feel secure in maintaining his home.

Mr. Rice further explained to me that he had obtained permission from the now-defunct San Francisco Redevelopment Agency to have roommates and to travel, and that he now wishes to obtain that same permission from the MOHCD.

For Mr. Rice's mental health, and considering his disabled veteran status, I strongly recommend from a medical perspective that his request to have roommates and to be allowed travel be approved.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Alison Ludwig".

Alison Ludwig, MD
Physician Chief, Medical Practice
San Francisco VA Medical Center
(415) 221-4810 ext. 22870

200 Brannan St., Unit 316, San Francisco, CA rental agreement.

Exhibit F - RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Beginning at 12:01 AM October 15th. 2017 and on a month by month basis thereafter, Laura Raquel Camacho agrees to rent from Allison Barton Rice the upstairs bedroom and undivided shared use of common area at 200 Brannan St., Unit 316, San Francisco, CA 94107 at a monthly amount of \$800.00.

Additionally, Laura Raquel Camacho will be responsible for the general cleaning of the residence, organizing & maintaining the kitchen, and general grocery shopping with some food preparation - details to be determined.

This agreement and its' terms may be terminated by either party with a minimum of 30 days notice. Additionally, a new agreement may be made with different terms if both Allison Barton Rice and Laura Raquel Camacho wish to do so.

During the life of this agreement, Laura Raquel Camacho shall not sublet any portion of the property to anyone else. And, Allison Barton Rice shall not rent out any other portion of the property to anyone else.

Move-in costs are 1/2 first month's rent (October 15th. to October 31st. \$400.00), and security deposit of \$800.00 (security deposit shall be paid in four payments of \$200.00, exact dates of payment to be determined).

Rent will be due by 5 PM on the first day of the month.

Barring agreement to do otherwise, and on a case by case basis:


Rent shall be considered late if not made available to Allison Barton Rice by 5 PM of the 7th. day of the month and a \$100.00 late fee shall be applied and due.

If rent is not made available to Allison Barton Rice by 5 PM of the 15th. day of the month, this agreement shall be considered breached, and Laura Raquel Camacho shall vacate premises (including all her personal property) by 5 PM of the 22nd. of the month. Appropriate damages shall be deducted from the security deposit and any remainder of security deposit shall be returned to Laura Raquel Camacho by the 22nd. of the following month.

Regarding the \$800.00 security deposit, provided there is no damage or unpaid damage caused by and/or the responsibility of Laura Raquel Camacho, deposit shall be returned within 15 days of last day as renter.

In the case of eviction, eviction costs (if any), and related legal fees (if any), may be sought from Laura Raquel Camacho as is reasonable and allowed by law.

In the case of uninhabitability (legally speaking, and other than by 'acts of God' such as an earthquake) - moving costs (if any), and related legal fees (if any), may be sought from Allison Barton Rice as is reasonable and allowed by law.

Page 1 of 2 - initial: 

200 Brannan St., Unit 316, San Francisco, CA rental agreement.

Exhibit F - RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Laura Raquel Camacho shall be solely responsible for any and all damages (financial and otherwise) caused by or resulting from any and all actions by her, or any and all of her guests or by any and all property (such as an automobile) of hers or any and all of her guests.

Within Unit 316, as well as in all common areas of the 200 Brannan - 1 Federal property: Smoking of ANYTHING and/or illegal drug use of any kind by Laura Raquel Camacho, or any of her guests is not allowed at anytime and will not be tolerated. Such action will be considered a breach of this agreement and eviction shall then be the option of Allison Barton Rice at his discretion. Additionally, open flames (such as candles or the burning of incense) is not allowed at any time - exception is appropriate and proper use of the gas stove/oven.

The monthly electric bill shall be shared (paid for) equally and/or on a prorated basis. That is, when both parties are in residence for the entire month or neither party is in residence for the entire month, each party shall pay 50 percent of the electric bill. If one party is gone for the entire month and the other is in residence for the entire month, the party in residence shall pay the entire electric bill. If one or each party is in residence for a partial period for the month, the electric bill shall be divided on a prorated basis.

Both Laura Raquel Camacho and Allison Barton Rice (each, when in residence) shall keep and maintain residence in a clean and livable manner, as reasonably expected.

Allison Barton Rice shall ensure that a safe, secure, peaceful, and quiet environment is provided and maintained within the premises of Unit 316, and within the common areas of the 200 Brannan complex as is reasonably expected and as may be required by law.

Laura Raquel Camacho shall not knowingly take any action(s) that would compromise the safety, security, or would disturb the reasonably expected peace and quiet within the premises of Unit 316 or within the common areas of the 200 Brannan complex.

Both Allison Barton Rice and Laura Raquel Camacho shall abide by any and all applicable laws and applicable provisions of the governing documents of the 200 Brannan Owners Association at all times.

Allison Barton Rice 10/14/17 Laura Raquel Camacho 10/14/17
Allison Barton Rice Date Laura Raquel Camacho Date

EXHIBIT G
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Fitzgerald, Sean sfitzgerald@firstrepublic.com
Subject: MOHC Notified.
Date: October 19, 2017 at 10:45 AM
To: Allison Rice allisonbartonrice@mac.com



Allison,

I was just notified by the MOHC that upon review of your tax returns they see that you are renting your apartment which is not allowed under the BMR program.

I was notified that the file has been moved to the compliance department and they are no longer underwriting the refinance.

I have never encountered this situation and do not know what this means exactly.

Let me know a time we can connect today to discuss. I believe the MOHC will reach out to you to discuss this with you soon.

Regards

Sean Fitzgerald
Community Outreach Relationship Manager
Relationship Management
First Republic Bank

111 Pine Street | San Francisco, CA 94111
Office: (415) 296-5775 | Fax: (415) 395-1186 | Email: sfitzgerald@firstrepublic.com
NMLS ID: 656025

Client Services
Client Services | Office: (415) 288-8080 | Email: csgsf@firstrepublic.com




EXHIBIT G
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer. This message cannot be guaranteed to be secure or error-free.

First Republic Bank and its related entities do not take responsibility for, or accept time-sensitive instructions sent by email including orders, funds transfer instructions or stop payments on checks. All instructions of this nature must be handled by direct communication, not email.

We reserve the right to monitor and review the content of all email communications sent or received. Emails sent to or from this address may be stored in accordance with regulatory requirements.

EXHIBIT H
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com 
Subject: Statement from Mr. Allison Barton Rice
Date: October 22, 2017 at 6:16 PM
To: Cissy Yin cissy.yin@sfgov.org
Cc: Sean Fitzgerald sfitzgerald@firstrepublic.com



Dear Ms. Yin and the MOHCD,

Statement from Mr. Allison Barton Rice regarding roommate issue and traveling issue with respect to his Below Market Rate (BMR) condominium obtained from the San Francisco Redevelopment Agency (SFRA) and, specifically, clauses 6.1 and 13.12 of the 'LIMITED EQUITY HOME OWNERSHIP PROGRAM' - 'DECLARATION OF RESALE RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT' executed on September 27th 2004 and recorded on October 25th 2004 (close of escrow) between Ms. Ayisha J. Benham (Deputy Executive Director Finance and Administration for the Redevelopment Agency of the City and County of San Francisco) and Mr. Allison Barton Rice.

For your convenience, pdf attached.

In the months, weeks, and days up to and including October 25th 2004 (close of escrow) I was presented and given a plethora of documents (some hundreds of pages containing thousands of sentences of rather dense legal writings) including the 'LIMITED EQUITY HOME OWNERSHIP PROGRAM' - 'DECLARATION OF RESALE RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT'.

To the best of my knowledge (without reviewing and/or re-reading aforementioned plethora of documents), there are no other clauses that specifically address the issue of having written permission for roommates and traveling in excess of 2 months out of each 12 months.

For your convenience:

Section 6. Affordable Restrictions.

6.1 Restrictions. Owner shall own and occupy the Property as Owner's Principal Residence, and Owner shall not lease the Property, or any portion thereof, without Agency's prior written consent. Owner shall submit to the Agency on an annual basis a certification that Owner has occupied the Property as Owner's Principal residence for at least ten (10) months in the preceding year.

Section 13. Miscellaneous.

13.12 Amendments. Any modification or waiver of any provision of this Declaration or any amendment thereto must be in writing and signed by a person or persons having authority to do so, on behalf of both Agency and Owner.

Very shortly after the close of escrow on October 25th 2004, my plethora of documents went into a box and onto a shelf. **AND, the specific issue of having written permission for roommates and traveling in excess of 2 months out of each 12 months absolutely escaped my attention and memory.**

In the following years (including sometime in late 2008 or early 2009, as well as into the final days of the SFRA) I had a multitude of phone conversations with Ms. Edith Horner of the SFRA. Ms. Edith Horner was my principal contact at the SFRA and I considered her communications to be gospel on behalf of the SFRA.

Additionally, considering the SFRA had been in existence since 1948, I had no expectation that I would ever be dealing with some other person and/or personnel and/or some other entity other than (primarily) Ms. Edith Horner and the SFRA.

Sometime in late 2008 or early 2009, I spoke with Ms. Horner about having a roommate and about traveling for more than 2 months out of the year. And, I specifically asked her if I could do that, to which she said yes (in one or more words). No discussion or communication or statement or question was made by Ms. Horner or myself about the need of written permission for me to do so. Nor did such an idea cross my mind.

On or shortly before August 4th 2015, while making plans to travel to and around Europe, I began to wonder about the permission to travel for more than 2 months (which I had received from Ms. Horner) relative to the (new to me) Mayor's Office of Housing and Community Development (MOHCD).

So, on August 4th 2015 at 10:15 AM I wrote to Ms. Horner via email (as evidenced by my previously forwarded email to you) and made inquiry about me traveling and the discussion we had about it a few years earlier. On August 4th 2015 at 11:03 AM I received her response, and I quote:

"Dear Allison,

I am not able to answer your question because I am no longer in the San Francisco Redevelopment Agency department. I am currently working in the San Francisco Controller's Department. Gwen Sebay and Garrett Smith might be able to help you.

Edith Horner"

EXHIBIT H
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Ms. Horner also CC'd Gwen Sebay and Garrett Smith. And, on August 4th 2015 at 12:11 PM I received the following from Mr. Garrett Smith:

"Mr. Rice, please direct any questions you have concerning 200 Brannan Street. [sic]

Garrett P. Smith
Asset Manager
Inclusionary Rental and Home Ownership Programs"

On August 4th 2015 at 5:08 PM I wrote the following to Mr. Garrett P. Smith and I cc'd Ms. Horner:

"Dear Garrett P. Smith,

My name is Mr. Allison Barton Rice and I own a BMR at 200 Brannan St., Apt. 316, SF, CA 94107 which I acquired in 2004 via the San Francisco Redevelopment agency. FYI, I am a 61 y/o 100 percent service connected disabled Viet-Nam Era veteran. I have always been in the U.S. with exceptions of fairly short travels to the Far East, Panama, Mexico, and Puerto Rico much earlier in my life.

I believe sometime around 2008 or 2009, via a phone conversation, I asked Edith Horner about traveling with respect to my contractual requirement to "occupy" my BMR 10 months out of each year (12 months). That is, I was requesting permission from the SFRA to travel for periods of time that would be longer than 2 months and she communicated to me that it would be OK for me to do so.

In any case, I would like to travel to Europe for an extended period of time 3, 6, 9, maybe as long as 12 months. And, to be sure, my home at 200 Brannan St., Apt. 316, SF, CA 94107 will remain my permanent and principal residence.

Thus, I again am requesting permission (or a contractual variance) to not physically be at my home (again, a BMR) for periods of time longer than 2 months out of each year (12 months).

Please advise.

Thank you,
Mr. Allison Barton Rice"

Please note, I requested "Please advise.". I NEVER received a reply from Mr. Smith nor from Ms. Horner. AND, the need of written permission did not cross my mind.

On or shortly before March 23rd 2016, I was moving boxes and/or for some reason was going through my various boxes and started looking at my BMR documentation. While I was perusing my 'LIMITED EQUITY HOME OWNERSHIP PROGRAM' - 'DECLARATION OF RESALE RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT' I saw and took note of my requirement to obtain written permission for my roommate situation and my traveling in excess of 2 months.

Please note, **it was at that time that I first became cognizant** of the requirement to obtain written permission for my roommate situation and my traveling in excess of 2 months.

Thus, on March 23rd 2016 at 11:19 AM I wrote to Ms. Horner the following:

"Hi Edith,

Below is the email that took place, the last one from me received no reply.

I'm a very honest person and I do my best to follow the law and rules and regulations.

The reference of when I spoke to you about traveling for more than 2 months per year, I had also asked about having a roommate (which I do) and you said that was OK, too.

Recently, I've been looking over the BMR paperwork and contract and I see I need written permission to have a roommate and, as I mentioned, I want permission to travel more than 2 months per year.

In no way, shape, or form am I trying to "get over" on anybody or violate the law. Thus, my effort to get permission for the above.

Before I bother the Mayor's Office of Housing again, I am asking you (please) to write a letter on my behalf confirming that the SFRA did indeed give me permission to travel more than 2 months per year and to have a roommate.

Would you do that for me, please?

Thank you. and have a nice day.

EXHIBIT H
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Allison
200 Brannan St., Apt. 316
SF, CA 94107

I NEVER received a reply to that email from Ms. Horner.

Nonetheless, as I was in my previous attempts with Mr. Smith and Ms. Horner, I am fully intent in clearing up this issue and obtaining written permission for my roommate situation and my traveling in excess of 2 months per year.

I wish to stress, well in advance of either action, I obtained from Ms. Horner at the SFRA permission to have a roommate and to travel for more than 2 months per year - albeit, not in writing.

Additionally, I wish to stress the following:

1. I am an honest person.
2. I have made NO effort nor taken any action to conceal or hide or lie about my traveling or having roommates.
3. I have been completely honest about my traveling and having roommates. Including, but not limited to, reporting any and all rental income on my tax returns.
4. I have made NO known effort nor taken any action to breach or circumvent my 'LIMITED EQUITY HOME OWNERSHIP PROGRAM' - 'DECLARATION OF RESALE RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT' executed on September 27th 2004 and recorded on October 25th 2004 (close of escrow).
5. Not obtaining written permission for my roommate situation and my traveling in excess of 2 months per year was completely and absolutely an honest mistake by myself and all other parties involved thus far.
6. I have already sought to rectify this honest mistake and I continue with that effort.
7. I trust the MOHCD will honor my existing permission to have a roommate and to travel for more than 2 months per year. And, provide that permission in writing.

I thank you for your time and consideration.

Sincerely and Truly,

Mr. Allison Barton Rice



PDF

200 Brannan
St., Uni...py.pdf

EXHIBIT I
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.
MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT
CITY AND COUNTY OF SAN FRANCISCO



EDWIN M. LEE
MAYOR

KATE HARTLEY
ACTING DIRECTOR

Action Required

Response required by November 2, 2017

Delivered via mail and email: allisonbartonrice@mac.com

October 26, 2017

Allison Barton Rice
200 Brannon Street Unit 316
San Francisco, CA 94107

Subject: 200 Brannon Street Unit 316 ("Property")
Violation under the Limited Equity Home Ownership Below Market Rate Program ("Program")

Dear Allison Barton Rice:

The Redevelopment Agency of the City and County of San Francisco ("Agency") was dissolved as a matter of state law on February 1, 2012, under California State Assembly Bill No. 1X26, and the City and County of San Francisco ("City") is successor in interest to the Agency's rights and obligations under the Program. The City's Mayor's Office of Housing and Community Development ("MOHCD") has assumed responsibility and administration of all housing programs formerly administered by the Agency, including the Program.

As a part of the Program, the Agency and you entered into a Declaration of Resale Restrictions and Option to Purchase Agreement ("Declaration of Restrictions") dated September 23, 2004, and recorded on October 25, 2004, as document number 2004-H838555-00. Pursuant to Section 6.1 of the Declaration of Restrictions, you are required to occupy the Property as your principal residence and prohibited from "leasing the Property, or any portion thereof, without the Agency's prior written consent". It has been brought to MOHCD's attention that you have been leasing out the Property and collecting rents without MOHCD's prior written consent. Although you may have received verbal approval by the Agency to have a roommate, there is no record that the Agency approved you leasing out your Property. This unapproved lease of the Property is a direct violation of the covenants and restrictions in the Declaration of Restrictions ("Default") and constitutes an Event of Default as described in Section 11.1(b) of the Declaration of Restrictions.

We have received the September 19, 2017 letter provided by your primary care physician. You may have roommates, without charging rents. You may travel as long as you continue to live in the Property as your primary residence. Primary residence is defined in Section 4 (aa) of the Declaration of Restrictions,

EXHIBIT I
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

which requires you to reside at the Property for at least ten (10) months out of each calendar year. If you plan to travel more than two (2) months out of a calendar year, you are required to first notify MOHCD and submit the supporting travel documents for MOHCD's written approval.

In addition, a temporary lease of the Property will only be granted in circumstances where the household is forced to temporarily relocate due to employment requirements, or where the household is temporarily experiencing financial hardship, both of which must be reviewed and approved by MOHCD in its sole discretion. Furthermore, the total period for which the Property may be leased shall not exceed 12 months pursuant to the MOHCD's current temporary rental policy. In review of your financial documentation on your recent refinance request, you do not appear to qualify for a financial hardship exemption based on your current debt-to-income ratio.

TO CURE THIS DEFAULT, you must terminate any lease of the Property, and declare that you will not lease any part of the Property in the future without the prior written consent of MOHCD. Please submit evidence that you have terminated any lease and the notarized declaration to our office by no later than **5:00PM, Thursday, November 2, 2017**. If you have any questions, you may contact me at 41.701.5573 or via email at Cissy.Yin@sfgov.org. If you fail to contact our office by this date, MOHCD may take enforcement action based on all rights and remedies available to it under the Declaration of Restrictions.

Sincerely,

Cissy Yin

Cissy Yin
Compliance Manager
Homeownership and BMR Programs

Cc: Keith Nagayama, Deputy City Attorney, City Attorney's Office
Maria Benjamin, Director of Homeownership and BMR Programs, MOHCD

Attachments: Limited Equity Home Ownership Program Declaration of Resale Restrictions and Option to Purchase Agreement

Exhibit J RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.
Declaration of Occupancy and Non Rental

The Mayor's Office of Housing and Community Development ("MOHCD") has issued you a notice of Action Required on **November 2, 2017**, regarding an unapproved rental of your Below Market Rate ("BMR") unit located at **200 Brannon Street Unit 316** (the "BMR Unit"). In response to the notice, you are required to complete this Declaration of Occupancy and Non-Rental ("Declaration") form.

MR. ALLISON BARTON RICE (Names of all owners) BEING DULY SWORN,
represent and declare the following:

1. I am the owner of the BMR Unit.
2. The BMR unit is my primary residence and that I do not occupy any other properties as my primary residence.
3. The BMR Unit is currently occupied by ALLISON BARTON RICE (Names of all occupants).
4. To the best of my knowledge, I am in compliance with the BMR Program Rules, including the requirement that I occupy the BMR Unit as my primary residence*.
5. I acknowledge that the BMR Program Rules prohibit the leasing or rental of any part or the BMR Unit without MOHCD's prior written consent
6. I am not leasing any part of the BMR Unit (including long term rentals, short term rentals, and roommates/sublets) and will not lease any part of the BMR Unit in the future without the consent of MOHCD.
7. To the best of my knowledge, no other occupant of the BMR Unit is leasing any part of the BMR Unit to any person not approved by MOHCD. THERE IS NO OTHER OCCUPANT AT THIS TIME.
8. I acknowledge and understand that if MOHCD determines that I (including any other occupant) am not in compliance with the BMR Program Rules, MOHCD will pursue all rights and remedies that it may have pursuant to the San Francisco Planning Code, my loan documents, or as provided by law.
9. If any information or statements in this Declaration change, I will advise MOHCD of any such change.

*Primary Residence is your one and only residence where you reside more than 10 months of the year. You can have only one primary residence.

I HAD VERBAL PERMISSION FROM SERA WHEN I BECAME CO-OWNER OF "WRITTEN" - I HAVE SOUGHT TO CURE.

I hereby represent and declare that the foregoing information in this Declaration is accurate under penalty of perjury.

Owner Name (Printed): ALLISON BARTON RICE Owner Name (Printed): N/A
Owner Signature: Allison Barton Rice Owner Signature: N/A
Date: 11/1/2017 Date: _____

Please see
attached
California Jurat

(This Declaration needs to be notarized)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Francisco

Subscribed and sworn to (or affirmed) before me
 on this 1st day of November, 2017,
 by Date Month Year

(1) Allison Barton Rice

(and (2) _____),
 Name(s) of Signer(s)



Place Notary Seal Above

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Exhibit J RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

October 31st. 2017

As of today and effective at Midnight October 31st. 2017, Laura Raquel Camacho and Allison Barton Rice mutually agree to terminate existing rental agreement entered into on October 14th 2017.

Laura Raquel Camacho (with her personal property) shall leave 200 Brannan St., Unit 316, San Francisco, CA 94107 on November 1st. 2017. Upon leaving and the return of the key to the apartment, Allison Barton Rice shall return \$200.00 security deposit plus \$25.00 prepaid electric bill less \$60.00 for food - a total of \$165.00 to Laura Raquel Camacho.

Allison Barton Rice 10/31/17

Allison Barton Rice

Date

Laura Raquel Camacho 10/31/17

Laura Raquel Camacho

Date

October 31st. 2017

Addendum to rental termination between Laura Raquel Camacho and Allison Barton Rice at 200 Brannan St., Unit 316, San Francisco, CA 94107.

To Ms. Cissy Yin and the MOHCD,

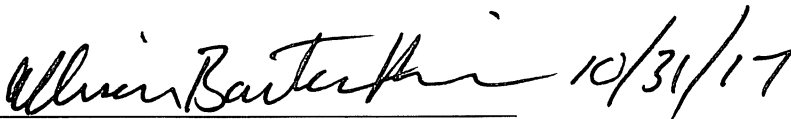
It should be noted: This action by Allison Barton Rice is being taken to cure the default of not having prior written consent from the MOHCD to rent a portion of the property. And, Allison Barton Rice will not rent any part of the property in the future without obtaining prior written consent from the MOHCD.

It should be noted: Allison Barton Rice did obtain verbal consent to rent a portion of the property from the SFRA in late 2008 or early 2009, specifically from Edith Horner. And, Allison Barton Rice did make effort to potentially communicated and discuss this issue with the MOHCD on August 4th 2015 via an email to Garrett P. Smith, but Garrett P. Smith never responded.

It should be noted: Allison Barton Rice did make effort to verify the verbal consent to rent a portion of the property received from the SFRA in late 2008 or early 2009 and sought assistance to obtain written consent via an email to Edith Horner on March 23rd. 2016, but Edith Horner never responded.

Typo s/b April 10th 2016 - 2012 not possible

Additionally, without written proof but according to his notes, Allison Barton Rice phoned Garret P. Smith at (415) 749-2480 on April 10th 2012 to presumably to discuss the issue of renting a portion of the property. However, the call went to voicemail and Allison Barton Rice did leave an appropriate message and a request that Garret P. Smith return the call, but Garret P. Smith never responded. And, without written proof but according to memory, some time shortly after March 23rd. 2016 Allison Barton Rice phoned Edith Horner and/or Garrett P. Smith to discuss the issue of "written permission" but was not able to make contact and/or never received a response.

 10/31/17

Allison Barton Rice

Date

EXHIBIT K
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com
Subject: Mr. Allison Barton Rice's BMR issues with MOHCD
Date: October 29, 2017 at 12:05 AM
To: Edith Horner edith.horner@sfgov.org



Hi Ms. Horner,

Mr. Allison Barton Rice here.

As I believe you will recall / know, I have a Below Market Rate (BMR) condominium located at 200 Brannan St., Apt. 316 which I acquired in 2004 from the now-defunct San Francisco Redevelopment Agency (SFRA). When the SFRA was closed down, its' "assets" were transferred in 2012 to the Mayor's Office of Housing and Community Development (MOHCD) which now administers my BMR and the associated contract.

I have a couple of issues with my contract and I am in the process of negotiating a resolution to those issues with the MOHCD, which I initially sought to resolve more than two years ago. In any case, I and the MOHCD are now in the process and, IMO, I likely need an attorney.

In any case, my position hinges a very very significantly on a conversation I had with you in late 2008 or early 2009. And, I have communicated this to the MOHCD, specifically a Ms. Cissy Yin.

I do not know if they have contacted you or not. But, subsequent to this email I am going to forward to you the most recent and detailing emails I have had with the MOHCD in reverse chronological order.

I apologize for any trouble or difficulty this may bring upon you.

Please have a good day.

Mr. Allison Barton Rice

EXHIBIT K
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Horner, Edith (TTX) edith.horner@sfgov.org
Subject: Automatic reply: Mr. Allison Barton Rice's BMR issues with MOHCD
Date: October 29, 2017 at 12:05 AM
To: Allison Rice allisonbartonrice@mac.com



I am out of the office please contact Carmen Ho at 415-554-4480 if you need assistance.

Edith Horner

EXHIBIT L
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com
Subject: Re: Action Required_200 Brannon Street Unit 316
Date: October 27, 2017 at 1:36 PM
To: Cissy Yin cissy.yin@sfgov.org
Cc: Sean Fitzgerald sfitzgerald@firstrepublic.com, keith.nagayama@sfgov.org, maria.benjamin@sfgov.org



Dear Ms. Yin and MOHCD,

Before I incur expenses of an attorney, which I can ill afford, I am going to make one more effort to resolve my roommate and traveling needs / issues with the MOHCD.

1. I am a 100 percent service-connected disabled veteran for psychiatric / mental injuries and disease suffered and exacerbated by and from service in the U.S. Navy.
2. The isolation and loneliness that results from living alone is absolutely crushing to my spirit and severely exacerbates my psychiatric / mental issues (primarily depression).
3. It is imperative for me to travel and engage with people and places outside of my limited and very routine daily milieu on a frequent and regular basis. If I do not do this I am extremely prone to fall into severe depression with a resultant decline in my physical health.

I wish to reiterate:

From the beginning of my BMR ownership and into the final days of the SFRA, I had a multitude of phone conversations with Ms. Edith Horner of the SFRA. Ms. Horner was my principal contact at the SFRA and I considered her communications to be gospel on behalf of the SFRA.

I wish to add:

I relied upon Ms. Horner for guidance and I trusted that Ms. Horner's communications to me were complete and accurate as needed.

I wish to reiterate:

Well in advance of either action, I obtained from Ms. Horner at the SFRA permission to have a roommate and to travel for more than two months per year - albeit, not in writing.

I wish to add:

With respect to me having a roommate, there was no question in my mind that Ms. Horner and I were speaking of me renting a "portion thereof" of my apartment to a roommate.

Both items (i.e. variance / modification / waiver / amendment of 1. Renting a "portion thereof" of my apartment to a roommate, and 2. Traveling for more than two months per year) are allowed by my contract with the stipulation that I obtain "written consent" or "must be in writing".

Additionally, consent of both items is wholly appropriate and reasonable given my condition and my circumstances, and neither induce nor incur any negative condition and/or situation and/or consequence upon any individual or entity.

To the best of my understanding, the Americans with Disabilities Act of 1990 mandates that I be "accommodated" by the MOHCD with respect to my requests to 1. Rent a "portion thereof" of my apartment to a roommate, and 2. Be allowed to travel for more than two months per year (specifically I am requesting that I be allowed to travel for six months per year). Both of which, again, are appropriate and reasonable given my conditions and circumstances.

Given that it is within the scope and authority of the MOHCD to do so, I respectfully request that the MOHCD give my requests the utmost favorable consideration, especially in light of my psychiatric / mental disability. And, do so without my need of an attorney and further legal proceedings.

I greatly appreciate your time and consideration. Please advise as soon as possible.

Sincerely,

Mr. Allison Barton Rice

EXHIBIT L

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Yin, Cissy (MYR) cissy.yin@sfgov.org
Subject: RE: Action Required_200 Brannon Street Unit 316
Date: November 1, 2017 at 11:31 AM
To: allisonbartonrice@mac.com
Cc: Sean Fitzgerald sfitzgerald@firstrepublic.com, Nagayama, Keith (CAT) keith.nagayama@sfgov.org, Benjamin, Maria (MYR) maria.benjamin@sfgov.org



Dear Mr. Rice,

Thank you for your email!

The Americans with Disabilities Act (ADA) is not applicable to this situation. The LEP Program has been developed to provide affordable housing units at prices below market rate (BMR) to low and moderate income households. Those BMR units are a valuable and scarce community resource, for which the Program has specific use restrictions on occupancy and rental prohibition as mandated in the Declaration of Restrictions. The permission to rental of such units is against the nature of the Program. As stated in the October 26, 2017 Action Required notice, you may have roommates, without charging rents; and you may travel as long as you continue to live in the Property as your primary residence.

The permission to temporarily rent out a BMR unit may only be granted in circumstances where the household is forced to temporarily relocate due to employment requirements, or where the household is temporarily experiencing financial hardship, both of which must be reviewed and approved by MOHCD in its sole discretion. Furthermore, the total period for which the Property may be leased shall not exceed 12 months pursuant to the MOHCD's current temporary rental policy. The rent level must be in compliance with the designated AMI level on the BMR unit, and the tenants must be income qualified by MOHCD.

The below are the steps involved in the process.

1. Owner submits to MOHCD a request to rent along with all supporting documents.

MOHCD requires the following documents in order to review a request to temporarily rent a BMR unit:

- Completion of a counseling session with a HUD approved housing counseling agency (required if the household is experiencing financial hardship). The intent of this is to explore/exhaust all available resources with the household – which may include selling or possible mortgage assistance programs. Ultimately, the counselor's action plan will outline the options specific to the household's need.
- Written request to rent a BMR unit, signed and dated by the owner(s)
- Current monthly mortgage statement
- Current HOA statement
- Current Homeowner Insurance Declaration/Certificate with MOHCD as loss payee
- Current property tax statement
- Most recent two (2) year Federal Income Tax Returns with all the pages
- A copy of fully-executed 4506-T Form

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RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

2. MOHCD reviews and makes a determination upon receipt of all required documents. The BMR unit must be in full compliance under the BMR program rules at time of the temporary rental request.
3. If the request is approved, the owner finds a qualified tenant household for MOHCD's approval.
4. MOHCD will review the tenants information including the rental application.
5. Upon MOHCD's approval, a lease agreement between the parties can then be executed, and forwarded to MOHCD for approval. The lease shall specifically indicate the temporary nature of the lease. MOHCD is NOT responsible for any monetary loss, property damage, or any issues that the owner may run into with the tenant.

If you feel you are qualified for a financial hardship exemption, you may provide all documents listed in item #1 to MOHCD for consideration. MOHCD will follow the steps described above to process your request.

Hope this information helps. Please let us know if you have any other questions.

Regards,

Cissy Yin

Homeownership & Below Market Rate (HBMR) Compliance Manager
Mayor's Office of Housing & Community Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
<http://sfmohcd.org>
Cissy.Yin@sfgov.org
Main 415.701.5500
Fax 415.701.5501
Direct 415.701.5573

Press release on BMR law suits that were recently filed and served on BMR cases:

<https://www.sfcityattorney.org/2017/05/11/herrera-busts-two-affordable-housing-cheats/>

<https://www.sfcityattorney.org/2017/08/23/herrera-cracks-affordable-housing-fraudster/>

San Francisco's Below Market Rate Homes Illegally Up For Rent:

<http://sanfrancisco.cbslocal.com/2017/10/31/san-francisco-below-market-rate-homes-illegal-rent/>

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From: Allison Rice [mailto:allisonbartonrice@mac.com]

Sent: Friday, October 27, 2017 11:37 AM

To: Yin, Cissy (MYR) <cissy.yin@sfgov.org>

Cc: Sean Fitzgerald <sfitzgerald@firstrepublic.com>; Nagayama, Keith (CAT) <keith.nagayama@sfgov.org>; Benjamin, Maria (MYR) <maria.benjamin@sfgov.org>

Subject: Re: Action Required 200 Brannon Street Unit 316

EXHIBIT M
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

December 4, 2017

Cissy Yin
HBMR Compliance Manager
MOHCD
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Re: Request for Reasonable Accommodation
Allison Barton Rice, 200 Brannan St., Unit 316, San Francisco, CA
94107

Dear Ms. Yin:

I represent Allison Barton Rice in connection with his ownership interest in the above-mentioned property.

Mr. Rice has provided me with certain correspondence between the two of you. I have also reviewed the Declaration of Resale Restrictions and Option to Purchase Agreement executed when Mr. Rice purchased his property.

Mr. Rice has asked me to write to you for clarification about certain issues.

As you know from communications with Mr. Rice and, I understand, his doctor, Mr. Rice suffers from certain disabilities. Mr. Rice and his doctor believe that he requires certain reasonable accommodations relating to his disabilities – namely, the ability to travel for more than two months per year and to have a roommate at the property.

I understand from Mr. Rice that you have asserted that the Americans with Disabilities Act does not apply to his situation and that, therefore, a reasonable accommodation is not required.

If that is, indeed, your position, please let me know. I would also ask that you let me know the legal basis for your position so that I can advise Mr. Rice about his legal and other options.

EXHIBIT M

Cissy Yin **RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.**
December 4, 2017
Page 2

Do not hesitate to contact me with any questions or concerns about the contents of this letter. Thank you.

Best Regards,

R. Michael Lieberman

cc Client (via email)

EXHIBIT N
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Michael Lieberman michael@spark84.com
Subject: Fwd: Allison Barton Rice_200 Brannon Street Unit 316
Date: December 19, 2017 at 1:36 PM
To: allisonbartonrice@mac.com



See below. (I never received any calls. She may have called someplace else.)

All the Best,

Michael Lieberman
Law Offices of R. Michael Lieberman
1398 Post St.
SAn Francisco, CA 94109

W 415 9293197
F 415 929 3476
C 415 271 4314

RESIST

Begin forwarded message:

From: "Yin, Cissy (MYR)" <cissy.yin@sfgov.org>
Date: December 18, 2017 at 3:52:34 PM PST
To: "michael@spark84.com" <michael@spark84.com>
Subject: Allison Barton Rice_200 Brannon Street Unit 316

Hi Michael,

Our office is in receipt of your letter dated December 4, 2017 regarding a request for reasonable accommodation on the above-referenced matter.

I have left a few messages to your office over the last couple of weeks in an attempt to discuss the case with you. As mentioned in one of my voice mail to you, you might not have received all correspondence between our office and Mr. Rice to fully understand the situation and his rental request.

I am attaching our response to Mr. Rice's rental request and related communications for your reference.

Please feel free to contact me if you have any other questions.

Thank you,

Cissy Yin
Homeownership & Below Market Rate (HBMR) Compliance Manager
Mayor's Office of Housing & Community Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
<http://sfmohcd.org>
Cissy.Yin@sfgov.org
Main 415.701.5500
Fax 415.701.5501
Direct 415.701.5573

Press release on BMR law suits that were recently filed and served on BMR cases:
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<https://www.sfcityattorney.org/2017/08/23/herrera-cracks-affordable-housing-fraudster/>
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-----Original Message-----

From: Yin, Cissy (MYR)
Sent: Thursday, December 14, 2017 4:31 PM
To: 'Allison Rice' <allisonbartonrice@mac.com>; Borzoni, Melissa (MYR) <melissa.borzoni@sfgov.org>; Benjamin, Maria (MYR) <maria.benjamin@sfgov.org>; Nagayama, Keith (CAT) <keith.nagayama@sfgov.org>
Cc: KC Cormack <kc.cormack@icloud.com>

EXHIBIT N
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

CC: KC Cormack <kc.cormack@icloud.com>
Subject: RE: Please be advised

Dear Mr. Rice,

Thank you for notifying us of your intent to sell your BMR unit. The BMR resale procedures can be found on our website <http://sfmohcd.org/process-reselling-bmr-unit> if you wish to begin the resale process.

I am enclosing our previous correspondence regarding our response to your rental request. As we have discussed, you may have a roommate, but cannot rent your unit without complying with the Program restrictions.

If you would like to make a claim, you or your attorney can send us a demand letter that points to the ADA requirement for renting out your unit.

Regards,

Cissy Yin
Homeownership & Below Market Rate (HBMR) Compliance Manager Mayor's Office of Housing & Community Development City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
<http://sfmohcd.org>
Cissy.Yin@sfgov.org
Main 415.701.5500
Fax 415.701.5501
Direct 415.701.5573

Press release on BMR law suits that were recently filed and served on BMR cases:
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<https://www.sfcityattorney.org/2017/08/23/herrera-cracks-affordable-housing-fraudster/>
San Francisco's BMR homes illegally up for rent:
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-----Original Message-----

From: Allison Rice [<mailto:allisonbartonrice@mac.com>]
Sent: Wednesday, December 13, 2017 2:18 PM
To: Borzoni, Melissa (MYR) <melissa.borzoni@sfgov.org>; Yin, Cissy (MYR) <cissy.yin@sfgov.org>; Benjamin, Maria (MYR) <maria.benjamin@sfgov.org>; Nagayama, Keith (CAT) <keith.nagayama@sfgov.org>
Cc: KC Cormack <kc.cormack@icloud.com>
Subject: Please be advised

To the MOHCD,

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.

Mr. Allison Barton Rice

200 Brannan St., Apt. 316
San Francisco, CA 94107

mime-
attachment

EXHIBIT O
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com
Subject: A sit down face to face appointment needed immediately - time is of the essence!
Date: January 13, 2018 at 5:53 AM
To: maria.benjamin@sfgov.org
Cc: Cissy Yin cissy.yin@sfgov.org, Borzoni, Melissa (MYR) melissa.borzoni@sfgov.org, keith.nagayama@sfgov.org, Egan, Chandra (MYR) chandra.egan@sfgov.org, KC Cormack kc.cormack@icloud.com



Ms. Benjamin,

It is my understanding that you are the manager or the "in-charge" person of the MOHCD and/or the BMR section of the MOHCD.

It is of the utmost importance that I resolve issues that I have with the MOHCD - AS SOON AS POSSIBLE! TIME IS OF THE ESSENCE!

I need to sit down face to face (clearly and evidently) to explain my disability and what I medically need.

Please schedule a sit down face to face appointment with me as soon as possible. Thank you.

Please advise.

Mr. Allison Barton Rice

EXHIBIT P
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com
Subject: Voice message left - please respond asap
Date: January 17, 2018 at 1:09 PM
To: maria.benjamin@sfgov.org
Cc: Cissy Yin cissy.yin@sfgov.org, Borzoni, Melissa (MYR) melissa.borzoni@sfgov.org, keith.nagayama@sfgov.org, Egan, Chandra (MYR) chandra.egan@sfgov.org, KC Cormack kc.cormack@icloud.com



Ms. Benjamin,

At approximately 10:20 AM today (January 17th 2018) I left you a voice mail message requesting a meeting, and me seeking some answers from you about some issues I am having with the BMR program and the MOHCD. Specifically, I would like a response in writing from you and/or the MOHCD as to the legal basis for (or as to why) the MOHCD (specifically Ms. Cissy Yin) stated to me that the ADA does not apply in this situation (re: the issues I have with respect to the BMR restrictions and me being a 100 percent disabled veteran).

I have been asking this question for quite some time and have not received an answer.

Additionally, I would like to know in more detail as to what & how, if any, specific accommodations the MOHCD can make for me with respect to my disabled status (not general accommodations available to the non-disabled BMR owner).

This situation is very stressful for me and has impacted me quite negatively thus far, and I would very very much like to resolve it so I can feel and do better.

Also, I have placed my BMR up for sale - which may or may not be the right thing for me to do - but I am desperate for some relief. Hence, time is of the essence.

Please respond as soon as humanly possible.

Thank you.

Mr. Allison Barton Rice

EXHIBIT Q
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com
Subject: Voice message left #2 - please respond asap
Date: January 18, 2018 at 1:02 PM
To: maria.benjamin@sfgov.org
Cc: Cissy Yin cissy.yin@sfgov.org, Borzoni, Melissa (MYR) melissa.borzoni@sfgov.org, keith.nagayama@sfgov.org, Egan, Chandra (MYR) chandra.egan@sfgov.org, KC Cormack kc.cormack@icloud.com



Ms. Benjamin,

At approximately 10:25 AM today (January 18th 2018) I left you another voice mail message. As I've mentioned before, I have a handful of questions and issues (some concerning the ADA) that I would very much like to resolve as best as possible.

Time is of the essence. As I have informed you and the MOHCD I have put my BMR up for sale in order to find some relief with respect to my mental disability. Selling my BMR may not be the right thing or the best thing for me to do and I would like to discuss my questions and issues to determine better the route I should take.

Your, and the MOHCD, unresponsive behavior is exacerbating my situation and mental condition.

As I mentioned in the voice mail message I left for you today, I realize that maybe you don't know or have answers for me yet. But, I would appreciate a response that you received my request for a meeting and discussion.

So, again I am asking you to respond - even if it's just to let me know you received my request.

As I have informed you and the MOHCD before, I am a 100 percent service connected disabled veteran and I deserve your and the MOHCD respect. So, please respond asap.

Thank you and have a nice day.

Mr. Allison Barton Rice

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RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.



Voice

Search Go

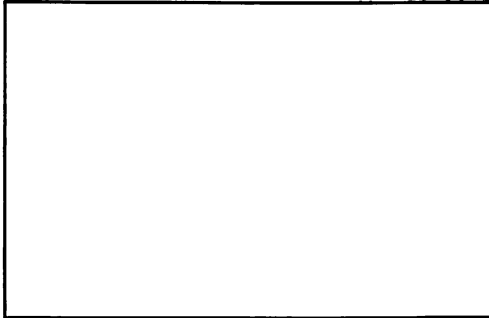


(415) 701-5511



(415) 701-5511 Jan 22, 2018

Hello, Mr. Rice. This is ... 00:34



Jan 22, 2018, 12:22 PM

Hello, Mr. Rice. This is Maria Benjamin calling from the Mayor's office of housing and community development in San Francisco. Thank you very much for your patience in my getting back to you. I am available this morning to talk if you would like to give me a call back. My direct line is 415-701-5511 and hopefully I'll be able to answer the questions that you have remaining again. This is Maria Benjamin Mayor's office of housing community development. Bye. Bye.



00:00

00:34



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RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.
MAYOR'S OFFICE OF
HOUSING & COMMUNITY DEVELOPMENT

Who We Are

We support San Franciscans with affordable housing opportunities and essential services to build strong communities.

What We Do

CREATE	PRESERVE	PROTECT	EMPOWER
100% Affordable Housing Multifamily Mixed Income Housing Inclusionary Transformed Communities HOPE SF Affordable Home Ownership Downpayment Assistance Loan Program	Former Public Housing Rental Assistance Demonstration Vulnerable Properties Small Sites Program Preservation + Seismic Safety Existing Affordable Homes Monitoring + Compliance Rehabilitation	Vulnerable Residents Eviction Prevention Legal Services Job Readiness Financial Education Service Connection Supportive + Transitional Housing	Communities + Neighborhoods Cultural Districts Capacity Building Facility Improvement Leadership Development People Seeking Housing DAHLIA SF Housing Portal Lottery Preferences Counseling Subsidies

How We Do It

Compassion. Excellence. Commitment. Equity.

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RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Found at <https://www.justice.gov/crt/us-department-housing-and-urban-development>

**U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

*Washington, D.C.
May 14, 2004*

**JOINT STATEMENT OF
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND THE DEPARTMENT OF JUSTICE *REASONABLE ACCOMMODATIONS*
*UNDER THE FAIR HOUSING ACT***

Introduction

The Department of Justice ("DOJ") and the Department of Housing and Urban Development ("HUD") are jointly responsible for enforcing the federal Fair Housing Act ⁽¹⁾ (the "Act"), which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability. ⁽²⁾ One type of disability discrimination prohibited by the Act is the refusal to make reasonable accommodations in rules, policies, practices, or services when such accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling. ⁽³⁾ HUD and DOJ frequently respond to complaints alleging that housing providers have violated the Act by refusing reasonable accommodations to persons with disabilities. This Statement provides technical assistance regarding the rights and obligations of persons with disabilities and housing providers under the Act relating to reasonable accommodations. ⁽⁴⁾

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Questions and Answers

1. What types of discrimination against persons with disabilities does the Act prohibit?

The Act prohibits housing providers from discriminating against applicants or residents because of their disability or the disability of anyone associated with them ⁽⁵⁾ and from treating persons with disabilities less favorably than others because of their disability. The Act also makes it unlawful for any person to refuse "to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford ... person(s) [with disabilities] equal opportunity to use and enjoy a dwelling." ⁽⁶⁾ The Act also prohibits housing providers from refusing residency to persons with disabilities, or placing conditions on their residency, because those persons may require reasonable accommodations. In addition, in certain circumstances, the Act requires that housing providers allow residents to make reasonable structural modifications to units and public/common areas in a dwelling when those modifications may be necessary for a person with a disability to have full enjoyment of a dwelling. ⁽⁷⁾ With certain limited exceptions (see response to question 2 below), the Act applies to privately and publicly owned housing, including housing subsidized by the federal government or rented through the use of Section 8 voucher assistance.

2. Who must comply with the Fair Housing Act's reasonable accommodation requirements?

Any person or entity engaging in prohibited conduct - *i.e.*, refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling - may be held liable unless they fall within an exception to the Act's coverage. Courts have applied the Act to individuals, corporations, associations and others involved in the provision of housing and residential lending, including property owners, housing managers, homeowners and condominium associations, lenders, real estate agents, and brokerage services. Courts have also applied the Act to state and local governments, most often in the context of exclusionary zoning or other land-use decisions. See *e.g.*, City of Edmonds v. Oxford House, Inc., 514 U.S. 725, 729 (1995); Project Life v. Glendening, 139 F. Supp. 703, 710 (D. Md. 2001), aff'd 2002 WL 2012545 (4th Cir. 2002). Under specific exceptions to the Fair Housing Act, the reasonable accommodation requirements of the Act do not apply to a private individual

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owner who sells his own home so long as he (1) does not own more than three single-family homes; (2) does not use a real estate agent and does not employ any discriminatory advertising or notices; (3) has not engaged in a similar sale of a home within a 24-month period; and (4) is not in the business of selling or renting dwellings. The reasonable accommodation requirements of the Fair Housing Act also do not apply to owner-occupied buildings that have four or fewer dwelling units.

3. Who qualifies as a person with a disability under the Act?

The Act defines a person with a disability to include (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

The term "substantially limits" suggests that the limitation is "significant" or "to a large degree."

The term "major life activity" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. (8) This list of major life activities is not exhaustive. *See e.g., Bragdon v. Abbott*, 524 U.S. 624, 691-92 (1998)(holding that for certain individuals reproduction is a major life activity).

4. Does the Act protect juvenile offenders, sex offenders, persons who illegally use controlled substances, and persons with disabilities who pose a significant danger to others?

No, juvenile offenders and sex offenders, by virtue of that status, are not persons with disabilities protected by the Act. Similarly, while the Act does protect persons who are recovering from substance abuse, it does not protect persons who are currently engaging in the current illegal use of controlled substances. (9)

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Additionally, the Act does not protect an individual with a disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by reasonable accommodation.

5. How can a housing provider determine if an individual poses a direct threat?

The Act does not allow for exclusion of individuals based upon fear, speculation, or stereotype about a particular disability or persons with disabilities in general. A determination that an individual poses a direct threat must rely on an individualized assessment that is based on reliable objective evidence (*e.g.*, current conduct, or a recent history of overt acts). The assessment must consider: (1) the nature, duration, and severity of the risk of injury; (2) the probability that injury will actually occur; and (3) whether there are any reasonable accommodations that will eliminate the direct threat. Consequently, in evaluating a recent history of overt acts, a provider must take into account whether the individual has received intervening treatment or medication that has eliminated the direct threat (*i.e.*, a significant risk of substantial harm). In such a situation, the provider may request that the individual document how the circumstances have changed so that he no longer poses a direct threat. A provider may also obtain satisfactory assurances that the individual will not pose a direct threat during the tenancy. The housing provider must have reliable, objective evidence that a person with a disability poses a direct threat before excluding him from housing on that basis.

Example 1: A housing provider requires all persons applying to rent an apartment to complete an application that includes information on the applicant's current place of residence. On her application to rent an apartment, a woman notes that she currently resides in Cambridge House. The manager of the apartment complex knows that Cambridge House is a group home for women receiving treatment for alcoholism. Based solely on that information and his personal belief that alcoholics are likely to cause disturbances and damage property, the manager rejects the applicant. The rejection is unlawful because it is based on a generalized stereotype related to a disability rather than an individualized assessment of any threat to other persons or the property of others based on reliable, objective evidence about the applicant's recent past conduct. The housing provider may not treat this applicant differently than other applicants based on his subjective perceptions of the potential problems posed by her alcoholism by requiring additional documents, imposing different lease terms, or

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requiring a higher security deposit. However, the manager could have checked this applicant's references to the same extent and in the same manner as he would have checked any other applicant's references. If such a reference check revealed objective evidence showing that this applicant had posed a direct threat to persons or property in the recent past and the direct threat had not been eliminated, the manager could then have rejected the applicant based on direct threat.

Example 2: James X, a tenant at the Shady Oaks apartment complex, is arrested for threatening his neighbor while brandishing a baseball bat. The Shady Oaks' lease agreement contains a term prohibiting tenants from threatening violence against other residents. Shady Oaks' rental manager investigates the incident and learns that James X threatened the other resident with physical violence and had to be physically restrained by other neighbors to keep him from acting on his threat. Following Shady Oaks' standard practice of strictly enforcing its "no threats" policy, the Shady Oaks rental manager issues James X a 30-day notice to quit, which is the first step in the eviction process. James X's attorney contacts Shady Oaks' rental manager and explains that James X has a psychiatric disability that causes him to be physically violent when he stops taking his prescribed medication. Suggesting that his client will not pose a direct threat to others if proper safeguards are taken, the attorney requests that the rental manager grant James X an exception to the "no threats" policy as a reasonable accommodation based on James X's disability. The Shady Oaks rental manager need only grant the reasonable accommodation if James X's attorney can provide satisfactory assurance that James X will receive appropriate counseling and periodic medication monitoring so that he will no longer pose a direct threat during his tenancy. After consulting with James X, the attorney responds that James X is unwilling to receive counseling or submit to any type of periodic monitoring to ensure that he takes his prescribed medication. The rental manager may go forward with the eviction proceeding, since James X continues to pose a direct threat to the health or safety of other residents.

6. What is a "reasonable accommodation" for purposes of the Act?

A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an

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equal opportunity to use and enjoy a dwelling. The Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

Example 1: A housing provider has a policy of providing unassigned parking spaces to residents. A resident with a mobility impairment, who is substantially limited in her ability to walk, requests an assigned accessible parking space close to the entrance to her unit as a reasonable accommodation. There are available parking spaces near the entrance to her unit that are accessible, but those spaces are available to all residents on a first come, first served basis. The provider must make an exception to its policy of not providing assigned parking spaces to accommodate this resident.

Example 2: A housing provider has a policy of requiring tenants to come to the rental office in person to pay their rent. A tenant has a mental disability that makes her afraid to leave her unit. Because of her disability, she requests that she be permitted to have a friend mail her rent payment to the rental office as a reasonable accommodation. The provider must make an exception to its payment policy to accommodate this tenant.

Example 3: A housing provider has a "no pets" policy. A tenant who is deaf requests that the provider allow him to keep a dog in his unit as a reasonable accommodation. The tenant explains that the dog is an assistance animal that will alert him to several sounds, including knocks at the door, sounding of the smoke detector, the telephone ringing, and cars coming into the driveway. The housing provider must make an exception to its "no pets" policy to accommodate this tenant.

7. Are there any instances when a provider can deny a request for a reasonable accommodation without violating the Act?

Yes. A housing provider can deny a request for a reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. In addition, a request for a reasonable accommodation may be denied if providing the accommodation is not

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reasonable - *i.e.*, if it would impose an undue financial and administrative burden on the housing provider or it would fundamentally alter the nature of the provider's operations. The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs.

When a housing provider refuses a requested accommodation because it is not reasonable, the provider should discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden. If an alternative accommodation would effectively meet the requester's disability-related needs and is reasonable, the provider must grant it. An interactive process in which the housing provider and the requester discuss the requester's disability-related need for the requested accommodation and possible alternative accommodations is helpful to all concerned because it often results in an effective accommodation for the requester that does not pose an undue financial and administrative burden for the provider.

Example: As a result of a disability, a tenant is physically unable to open the dumpster placed in the parking lot by his housing provider for trash collection. The tenant requests that the housing provider send a maintenance staff person to his apartment on a daily basis to collect his trash and take it to the dumpster. Because the housing development is a small operation with limited financial resources and the maintenance staff are on site only twice per week, it may be an undue financial and administrative burden for the housing provider to grant the requested daily trash pick-up service. Accordingly, the requested accommodation may not be reasonable. If the housing provider denies the requested accommodation as unreasonable, the housing provider should discuss with the tenant whether reasonable accommodations could be provided to meet the tenant's disability-related needs - for instance, placing an open trash collection can in a location that is readily accessible to the tenant so the tenant can dispose of his own trash and the provider's maintenance staff can then transfer the trash to the dumpster when they are on site. Such an accommodation would not involve a fundamental alteration of the provider's operations and would involve little financial and administrative burden for the provider while accommodating the tenant's disability-related needs.

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There may be instances where a provider believes that, while the accommodation requested by an individual is reasonable, there is an alternative accommodation that would be equally effective in meeting the individual's disability-related needs. In such a circumstance, the provider should discuss with the individual if she is willing to accept the alternative accommodation. However, providers should be aware that persons with disabilities typically have the most accurate knowledge about the functional limitations posed by their disability, and an individual is not obligated to accept an alternative accommodation suggested by the provider if she believes it will not meet her needs and her preferred accommodation is reasonable.

8. What is a "fundamental alteration"?

A "fundamental alteration" is a modification that alters the essential nature of a provider's operations.

Example: A tenant has a severe mobility impairment that substantially limits his ability to walk. He asks his housing provider to transport him to the grocery store and assist him with his grocery shopping as a reasonable accommodation to his disability. The provider does not provide any transportation or shopping services for its tenants, so granting this request would require a fundamental alteration in the nature of the provider's operations. The request can be denied, but the provider should discuss with the requester whether there is any alternative accommodation that would effectively meet the requester's disability-related needs without fundamentally altering the nature of its operations, such as reducing the tenant's need to walk long distances by altering its parking policy to allow a volunteer from a local community service organization to park her car close to the tenant's unit so she can transport the tenant to the grocery store and assist him with his shopping.

9. What happens if providing a requested accommodation involves some costs on the part of the housing provider?

Courts have ruled that the Act may require a housing provider to grant a reasonable accommodation that involves costs, so long as the reasonable accommodation does not pose an undue financial and administrative burden and the requested accommodation does not constitute a fundamental alteration of the provider's operations. The financial resources of the provider, the cost of the reasonable accommodation, the benefits to the requester of the requested accommodation, and the availability of other, less expensive alternative

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accommodations that would effectively meet the applicant or resident's disability-related needs must be considered in determining whether a requested accommodation poses an undue financial and administrative burden.

10. What happens if no agreement can be reached through the interactive process?

A failure to reach an agreement on an accommodation request is in effect a decision by the provider not to grant the requested accommodation. If the individual who was denied an accommodation files a Fair Housing Act complaint to challenge that decision, then the agency or court receiving the complaint will review the evidence in light of applicable law and decide if the housing provider violated that law. For more information about the complaint process, see question 19 below.

11. May a housing provider charge an extra fee or require an additional deposit from applicants or residents with disabilities as a condition of granting a reasonable accommodation?

No. Housing providers may not require persons with disabilities to pay extra fees or deposits as a condition of receiving a reasonable accommodation.

Example 1: A man who is substantially limited in his ability to walk uses a motorized scooter for mobility purposes. He applies to live in an assisted living facility that has a policy prohibiting the use of motorized vehicles in buildings and elsewhere on the premises. It would be a reasonable accommodation for the facility to make an exception to this policy to permit the man to use his motorized scooter on the premises for mobility purposes. Since allowing the man to use his scooter in the buildings and elsewhere on the premises is a reasonable accommodation, the facility may not condition his use of the scooter on payment of a fee or deposit or on a requirement that he obtain liability insurance relating to the use of the scooter. However, since the Fair Housing Act does not protect any person with a disability who poses a direct threat to the person or property of others, the man must operate his motorized scooter in a responsible manner that does not pose a significant risk to the safety of other persons and does not cause damage to other persons' property. If the individual's use of the scooter causes damage to his unit or the common areas, the housing provider may charge him for the cost of repairing the damage (or deduct it from the standard security deposit imposed on all tenants), if it is the provider's practice to assess tenants for any damage they cause to the premises.

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Example 2: Because of his disability, an applicant with a hearing impairment needs to keep an assistance animal in his unit as a reasonable accommodation. The housing provider may not require the applicant to pay a fee or a security deposit as a condition of allowing the applicant to keep the assistance animal. However, if a tenant's assistance animal causes damage to the applicant's unit or the common areas of the dwelling, the housing provider may charge the tenant for the cost of repairing the damage (or deduct it from the standard security deposit imposed on all tenants), if it is the provider's practice to assess tenants for any damage they cause to the premises.

12. When and how should an individual request an accommodation?

Under the Act, a resident or an applicant for housing makes a reasonable accommodation request whenever she makes clear to the housing provider that she is requesting an exception, change, or adjustment to a rule, policy, practice, or service because of her disability. She should explain what type of accommodation she is requesting and, if the need for the accommodation is not readily apparent or not known to the provider, explain the relationship between the requested accommodation and her disability.

An applicant or resident is not entitled to receive a reasonable accommodation unless she requests one. However, the Fair Housing Act does not require that a request be made in a particular manner or at a particular time. A person with a disability need not personally make the reasonable accommodation request; the request can be made by a family member or someone else who is acting on her behalf. An individual making a reasonable accommodation request does not need to mention the Act or use the words "reasonable accommodation." However, the requester must make the request in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability. Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the resident and the housing provider if the request is made in writing. This will help prevent misunderstandings regarding what is being requested, or whether the request was made. To facilitate the processing and consideration of the request, residents or prospective residents may wish to check with a housing provider in advance to determine if the provider has a preference regarding the manner in which the request is made. However, housing providers must give appropriate consideration to reasonable accommodation requests even if the requester makes the request orally or does not use the provider's preferred forms or procedures for making such requests.

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Example: A tenant in a large apartment building makes an oral request that she be assigned a mailbox in a location that she can easily access because of a physical disability that limits her ability to reach and bend. The provider would prefer that the tenant make the accommodation request on a pre-printed form, but the tenant fails to complete the form. The provider must consider the reasonable accommodation request even though the tenant would not use the provider's designated form.

13. Must a housing provider adopt formal procedures for processing requests for a reasonable accommodation?

No. The Act does not require that a housing provider adopt any formal procedures for reasonable accommodation requests. However, having formal procedures may aid individuals with disabilities in making requests for reasonable accommodations and may aid housing providers in assessing those requests so that there are no misunderstandings as to the nature of the request, and, in the event of later disputes, provide records to show that the requests received proper consideration.

A provider may not refuse a request, however, because the individual making the request did not follow any formal procedures that the provider has adopted. If a provider adopts formal procedures for processing reasonable accommodation requests, the provider should ensure that the procedures, including any forms used, do not seek information that is not necessary to evaluate if a reasonable accommodation may be needed to afford a person with a disability equal opportunity to use and enjoy a dwelling. See Questions 16 - 18, which discuss the disability-related information that a provider may and may not request for the purposes of evaluating a reasonable accommodation request.

14. Is a housing provider obligated to provide a reasonable accommodation to a resident or applicant if an accommodation has not been requested?

No. A housing provider is only obligated to provide a reasonable accommodation to a resident or applicant if a request for the accommodation has been made. A provider has notice that a reasonable accommodation request has been made if a person, her family member, or someone acting on her behalf requests a change, exception, or adjustment to a rule, policy, practice, or service because of a disability, even if the words "reasonable accommodation" are not used as part of the request.

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15. What if a housing provider fails to act promptly on a reasonable accommodation request?

A provider has an obligation to provide prompt responses to reasonable accommodation requests. An undue delay in responding to a reasonable accommodation request may be deemed to be a failure to provide a reasonable accommodation.

16. What inquiries, if any, may a housing provider make of current or potential residents regarding the existence of a disability when they have not asked for an accommodation?

Under the Fair Housing Act, it is usually unlawful for a housing provider to (1) ask if an applicant for a dwelling has a disability or if a person intending to reside in a dwelling or anyone associated with an applicant or resident has a disability, or (2) ask about the nature or severity of such persons' disabilities. Housing providers may, however, make the following inquiries, provided these inquiries are made of all applicants, including those with and without disabilities:

- An inquiry into an applicant's ability to meet the requirements of tenancy;
- An inquiry to determine if an applicant is a current illegal abuser or addict of a controlled substance;
- An inquiry to determine if an applicant qualifies for a dwelling legally available only to persons with a disability or to persons with a particular type of disability; and
- An inquiry to determine if an applicant qualifies for housing that is legally available on a priority basis to persons with disabilities or to persons with a particular disability.

Example 1: A housing provider offers accessible units to persons with disabilities needing the features of these units on a priority basis. The provider may ask applicants if they have a disability and if, in light of their disability, they will benefit from the features of the units. However, the provider may not ask applicants if they have other types of physical or mental impairments. If the applicant's disability and the need for the accessible features are not readily apparent, the provider may request reliable information/documentation of the disability-related need for an accessible unit.

Example 2: A housing provider operates housing that is legally limited to persons with chronic mental illness. The provider may ask applicants for information

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needed to determine if they have a mental disability that would qualify them for the housing. However, in this circumstance, the provider may not ask applicants if they have other types of physical or mental impairments. If it is not readily apparent that an applicant has a chronic mental disability, the provider may request reliable information/documentation of the mental disability needed to qualify for the housing.

In some instances, a provider may also request certain information about an applicant's or a resident's disability if the applicant or resident requests a reasonable accommodation. See Questions 17 and 18 below.

17. What kinds of information, if any, may a housing provider request from a person with an obvious or known disability who is requesting a reasonable accommodation?

A provider is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability. If a person's disability is obvious, or otherwise known to the provider, and if the need for the requested accommodation is also readily apparent or known, then the provider may not request any additional information about the requester's disability or the disability-related need for the accommodation.

If the requester's disability is known or readily apparent to the provider, but the need for the accommodation is not readily apparent or known, the provider may request only information that is necessary to evaluate the disability-related need for the accommodation.

Example 1: An applicant with an obvious mobility impairment who regularly uses a walker to move around asks her housing provider to assign her a parking space near the entrance to the building instead of a space located in another part of the parking lot. Since the physical disability (*i.e.*, difficulty walking) and the disability-related need for the requested accommodation are both readily apparent, the provider may not require the applicant to provide any additional information about her disability or the need for the requested accommodation.

Example 2: A rental applicant who uses a wheelchair advises a housing provider that he wishes to keep an assistance dog in his unit even though the provider has a "no pets" policy. The applicant's disability is readily apparent but the need for an assistance animal is not obvious to the provider. The housing provider may

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ask the applicant to provide information about the disability-related need for the dog.

Example 3: An applicant with an obvious vision impairment requests that the leasing agent provide assistance to her in filling out the rental application form as a reasonable accommodation because of her disability. The housing provider may not require the applicant to document the existence of her vision impairment.

18. If a disability is not obvious, what kinds of information may a housing provider request from the person with a disability in support of a requested accommodation?

A housing provider may not ordinarily inquire as to the nature and severity of an individual's disability (*see* Answer 16, above). However, in response to a request for a reasonable accommodation, a housing provider may request reliable disability-related information that (1) is necessary to verify that the person meets the Act's definition of disability (*i.e.*, has a physical or mental impairment that substantially limits one or more major life activities), (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. Depending on the individual's circumstances, information verifying that the person meets the Act's definition of disability can usually be provided by the individual himself or herself (*e.g.*, proof that an individual under 65 years of age receives Supplemental Security Income or Social Security Disability Insurance benefits⁽¹⁰⁾ or a credible statement by the individual). A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.

Once a housing provider has established that a person meets the Act's definition of disability, the provider's request for documentation should seek only the information that is necessary to evaluate if the reasonable accommodation is needed because of a disability. Such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable accommodation request or unless disclosure is required by law (*e.g.*, a court-issued subpoena requiring disclosure).

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19. If a person believes she has been unlawfully denied a reasonable accommodation, what should that person do if she wishes to challenge that denial under the Act?

When a person with a disability believes that she has been subjected to a discriminatory housing practice, including a provider's wrongful denial of a request for reasonable accommodation, she may file a complaint with HUD within one year after the alleged denial or may file a lawsuit in federal district court within two years of the alleged denial. If a complaint is filed with HUD, HUD will investigate the complaint at no cost to the person with a disability.

There are several ways that a person may file a complaint with HUD:

- By placing a toll-free call to 1-800-669-9777 or TTY 1-800-927-9275;
- By completing the "on-line" complaint form available on the HUD internet site: www.hud.gov; or
- By mailing a completed complaint form or letter to: Office of Fair Housing and Equal Opportunity
Department of Housing & Urban Development
451 Seventh Street, S.W., Room 5204
Washington, DC 20410-2000

Upon request, HUD will provide printed materials in alternate formats (large print, audio tapes, or Braille) and provide complainants with assistance in reading and completing forms.

The Civil Rights Division of the Justice Department brings lawsuits in federal courts across the country to end discriminatory practices and to seek monetary and other relief for individuals whose rights under the Fair Housing Act have been violated. The Civil Rights Division initiates lawsuits when it has reason to believe that a person or entity is involved in a "pattern or practice" of discrimination or when there has been a denial of rights to a group of persons that raises an issue of general public importance. The Division also participates as *amicus curiae* in federal court cases that raise important legal questions involving the application and/or interpretation of the Act. To alert the Justice Department to matters involving a pattern or practice of discrimination, matters involving the denial of rights to groups of persons, or lawsuits raising issues that may be appropriate for *amicus* participation, contact:

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U.S. Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section - G St.
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

For more information on the types of housing discrimination cases handled by the Civil Rights Division, please refer to the Housing and Civil Enforcement Section's website at [/crt/about/hce/](#).

A HUD or Department of Justice decision not to proceed with a Fair Housing Act matter does not foreclose private plaintiffs from pursuing a private lawsuit. However, litigation can be an expensive, time-consuming, and uncertain process for all parties. HUD and the Department of Justice encourage parties to Fair Housing Act disputes to explore all reasonable alternatives to litigation, including alternative dispute resolution procedures, such as mediation. HUD attempts to conciliate all Fair Housing Act complaints. In addition, it is the Department of Justice's policy to offer prospective defendants the opportunity to engage in pre-suit settlement negotiations, except in the most unusual circumstances.

1. The Fair Housing Act is codified at 42 U.S.C. §§ 3601 - 3619.
2. The Act uses the term "handicap" instead of the term "disability." Both terms have the same legal meaning. See Bragdon v. Abbott, 524 U.S. 624, 631 (1998) (noting that definition of "disability" in the Americans with Disabilities Act is drawn almost verbatim "from the definition of 'handicap' contained in the Fair Housing Amendments Act of 1988"). This document uses the term "disability," which is more generally accepted.
3. 42 U.S.C. § 3604(f)(3)(B).
4. Housing providers that receive federal financial assistance are also subject to the requirements of Section 504 of the Rehabilitation Act of 1973. 29 U.S.C. § 794. Section 504, and its implementing regulations at 24 C.F.R. Part 8, prohibit discrimination based on disability and require recipients of federal financial assistance to provide reasonable accommodations to applicants and residents with disabilities. Although Section 504 imposes greater obligations than the Fair Housing Act, (*e.g.*, providing and paying for reasonable accommodations that involve structural modifications to units or public and common areas), the principles discussed in this Statement regarding reasonable accommodation

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under the Fair Housing Act generally apply to requests for reasonable accommodations to rules, policies, practices, and services under Section 504. See U.S. Department of Housing and Urban Development, Office of Public and Indian Housing, Notice PIH 2002-01(HA) Notice PIH 2002-01(HA) and "Section 504: Frequently Asked Questions," (www.hud.gov/offices/ftheo/disabilities/sect504faq.cfm#anchor272118) .

5. The Fair Housing Act's protection against disability discrimination covers not only home seekers with disabilities but also buyers and renters without disabilities who live or are associated with individuals with disabilities 42 U.S.C. § 3604(f)(1)(B), 42 U.S.C. § 3604(f)(1)(C), 42 U.S.C. § 3604(f)(2)(B), 42 U.S.C. § (f)(2)(C). See also H.R. Rep. 100-711 - 24 (reprinted in 1988 U.S.C.A.N. 2173, 2184-85) ("The Committee intends these provisions to prohibit not only discrimination against the primary purchaser or named lessee, but also to prohibit denials of housing opportunities to applicants because they have children, parents, friends, spouses, roommates, patients, subtenants or other associates who have disabilities."). Accord: Preamble to Proposed HUD Rules Implementing the Fair Housing Act, 53 Fed. Reg. 45001 (Nov. 7, 1988) (citing House Report).

6. 42 U.S.C. § 3604(f)(3)(B). HUD regulations pertaining to reasonable accommodations may be found at 24 C.F.R. § 100.204.

7. This Statement does not address the principles relating to reasonable modifications. For further information see the HUD regulations at 24 C.F.R. § 100.203. This statement also does not address the additional requirements imposed on recipients of Federal financial assistance pursuant to Section 504, as explained in the Introduction.

8. The Supreme Court has questioned but has not yet ruled on whether "working" is to be considered a major life activity. See Toyota Motor Mfg. Kentucky, Inc. v. Williams, 122 S. Ct. 681, 692, 693 (2002). If it is a major activity, the Court has noted that a claimant would be required to show an inability to work in a "broad range of jobs" rather than a specific job. See Sutton v. United Airlines, Inc., 527 U.S. 470, 492 (1999).

9. See, e.g., United States v. Southern Management Corp., 955 F.2d 914, 919 (4th Cir. 1992) (discussing exclusion in 42 U.S.C. § 3602(h) for "current, illegal use of or addiction to a controlled substance")

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10. Persons who meet the definition of disability for purposes of receiving Supplemental Security Income ("SSI") or Social Security Disability Insurance ("SSDI") benefits in most cases meet the definition of disability under the Fair Housing Act, although the converse may not be true. *See e.g., Cleveland v. Policy Management Systems Corp.*, 526 U.S. 795, 797 (1999) (noting that SSDI provides benefits to a person with a disability so severe that she is unable to do her previous work and cannot engage in any other kind of substantial gainful work whereas a person pursuing an action for disability discrimination under the Americans with Disabilities Act may state a claim that "with a reasonable accommodation" she could perform the essential functions of the job).

5/13/04 >

Updated August 6, 2015

EXHIBIT V
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Yin, Cissy (MYR) cissy.yin@sfgov.org
Subject: RE: Action Required_200 Brannon Street Unit 316
Date: November 8, 2017 at 12:36 PM
To: allisonbartonrice@mac.com
Cc: sfitzgerald@firstrepublic.com, Nagayama, Keith (CAT) keith.nagayama@sfgov.org, Benjamin, Maria (MYR) maria.benjamin@sfgov.org



Mr. Rice,

As mentioned in my November 1, 2017 email, if you feel you are qualified for a financial hardship exemption and would like to request a temporary rental of your BMR unit, you may provide all documents listed to MOHCD for consideration. As part of the requirements, household in financial hardship needs to complete a counseling session with a HUD approved housing counseling agency to explore/exhaust all available resources, which may include selling or possible mortgage assistance programs. Ultimately, the counselor's action plan will outline the options specific to the household's need. Upon receipt of all required documents for a temporary rental request, MOHCD will follow the necessary steps to process such request. If you are planning to travel more than 2 months out of a calendar year, you are required to first notify MOHCD and submit the supporting travel documents for MOHCD's written approval.

Again, those BMR units are a valuable and scarce community resource, for which the Program has specific use restrictions on occupancy and rental prohibition as mandated in the Declaration of Restrictions. The permission to rental of a BMR unit is against the nature of the Program. Allowing a BMR owner to collect rental incomes is not the reasonable accommodation we can make. Likewise, having a roommate occupy a BMR unit more time than a BMR owner does not fulfill the purpose of the program.

Sincerely,

Cissy Yin

Homeownership & Below Market Rate (HBMR) Compliance Manager
Mayor's Office of Housing & Community Development
City and County of San Francisco

1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

<http://sfmohcd.org>

Cissy.Yin@sfgov.org

Main 415.701.5500

Fax 415.701.5501

Direct 415.701.5573

Press release on BMR law suits that were recently filed and served on BMR cases:

<https://www.sfcityattorney.org/2017/05/11/herrera-busts-two-affordable-housing-cheats/>

<https://www.sfcityattorney.org/2017/08/23/herrera-cracks-affordable-housing-fraudster/>

San Francisco's BMR homes illegally up for rent:

<http://sanfrancisco.cbslocal.com/2017/10/31/san-francisco-below-market-rate-homes-illegal-rent/>

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From: Allison Rice [<mailto:allisonbartonrice@mac.com>]
Sent: Tuesday, November 7, 2017 11:13 AM
To: Yin, Cissy (MYR) <cissy.yin@sfgov.org>
Cc: Sean Fitzgerald <sfitzgerald@firstrepublic.com>; Nagayama, Keith (CAT) <keith.nagayama@sfgov.org>
Subject: Re: Action Required_200 Brannon Street Unit 316

Hi Ms. Yin,

OK, thank you very much.

With regards to my renting "a portion thereof" to a roommate and my need to be able to travel more than 2 months per year, how should I proceed in obtaining the required "written" consent or permission? And, as I mentioned, it is my utmost opinion that I am to be "accommodated" for these most reasonable requests (given my condition and circumstance) as "mandated" by the ADA.

Thanks again for your help, and have a nice day.

Mr. Allison Barton Rice

On Nov 7, 2017, at 11:01 AM, Yin, Cissy (MYR) <cissy.yin@sfgov.org> wrote:

Dear Mr. Rice,

Thank you for submitting lease termination and Declaration of Occupancy and Non-Rental.

The documents have been reviewed; and they are deemed sufficient as evidence to cure the default stated on the October 26, 2017 Action Required letter issued by our office.

Our subordination team will resume processing your refinance/subordination request.

Please feel free to contact us if you have any questions.

Regards,

EXHIBIT W
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Yin, Cissy (MYR) cissy.yin@sfgov.org
Subject: RE: Action Required_200 Brannon Street Unit 316
Date: November 1, 2017 at 11:31 AM
To: allisonbartonrice@mac.com
Cc: Sean Fitzgerald sfitzgerald@firstrepublic.com, Nagayama, Keith (CAT) keith.nagayama@sfgov.org, Benjamin, Maria (MYR) maria.benjamin@sfgov.org



Dear Mr. Rice,

Thank you for your email!

The Americans with Disabilities Act (ADA) is not applicable to this situation. The LEP Program has been developed to provide affordable housing units at prices below market rate (BMR) to low and moderate income households. Those BMR units are a valuable and scarce community resource, for which the Program has specific use restrictions on occupancy and rental prohibition as mandated in the Declaration of Restrictions. The permission to rental of such units is against the nature of the Program. As stated in the October 26, 2017 Action Required notice, you may have roommates, without charging rents; and you may travel as long as you continue to live in the Property as your primary residence.

The permission to temporarily rent out a BMR unit may only be granted in circumstances where the household is forced to temporarily relocate due to employment requirements, or where the household is temporarily experiencing financial hardship, both of which must be reviewed and approved by MOHCD in its sole discretion. Furthermore, the total period for which the Property may be leased shall not exceed 12 months pursuant to the MOHCD's current temporary rental policy. The rent level must be in compliance with the designated AMI level on the BMR unit, and the tenants must be income qualified by MOHCD. The below are the steps involved in the process.

1. Owner submits to MOHCD a request to rent along with all supporting documents.

MOHCD requires the following documents in order to review a request to temporarily rent a BMR unit:

- Completion of a counseling session with a HUD approved housing counseling agency (required if the household is experiencing financial hardship). The intent of this is to explore/exhaust all available resources with the household – which may include selling or possible mortgage assistance programs. Ultimately, the counselor's action plan will outline the options specific to the household's need.
- Written request to rent a BMR unit, signed and dated by the owner(s)
- Current monthly mortgage statement
- Current HOA statement
- Current Homeowner Insurance Declaration/Certificate with MOHCD as loss payee
- Current property tax statement
- Most recent two (2) year Federal Income Tax Returns with all the pages
- A copy of fully-executed 4506-T Form

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2. MOHCD reviews and makes a determination upon receipt of all required documents. The BMR unit must be in full compliance under the BMR program rules at time of the temporary rental request.
3. If the request is approved, the owner finds a qualified tenant household for MOHCD's approval.
4. MOHCD will review the tenants information including the rental application.
5. Upon MOHCD's approval, a lease agreement between the parties can then be executed, and forwarded to MOHCD for approval. The lease shall specifically indicate the temporary nature of the lease. MOHCD is NOT responsible for any monetary loss, property damage, or any issues that the owner may run into with the tenant.

If you feel you are qualified for a financial hardship exemption, you may provide all documents listed in item #1 to MOHCD for consideration. MOHCD will follow the steps described above to process your request.

Hope this information helps. Please let us know if you have any other questions.
Regards,

Cissy Yin

Homeownership & Below Market Rate (HBMR) Compliance Manager
Mayor's Office of Housing & Community Development
City and County of San Francisco
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San Francisco's Below Market Rate Homes Illegally Up For Rent:

<http://sanfrancisco.cbslocal.com/2017/10/31/san-francisco-below-market-rate-homes-illegal-rent/>

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From: Allison Rice [mailto:allisonbartonrice@mac.com]

Sent: Friday, October 27, 2017 11:37 AM

To: Yin, Cissy (MYR) <cissy.yin@sfgov.org>

Cc: Sean Fitzgerald <sfitzgerald@firstrepublic.com>; Nagayama, Keith (CAT) <keith.nagayama@sfgov.org>; Benjamin, Maria (MYR) <maria.benjamin@sfgov.org>

Subject: Re: Action Required 200 Brannon Street Unit 316

EXHIBIT X
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com
Subject: Please be advised
Date: December 13, 2017 at 4:17 PM
To: Melissa Borzoni melissa.borzoni@sfgov.org, Cissy Yin cissy.yin@sfgov.org, maria.benjamin@sfgov.org,
keith.nagayama@sfgov.org
Cc: KC Cormack kc.cormack@icloud.com



To the MOHCD,

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.

Mr. Allison Barton Rice

200 Brannan St., Apt. 316
San Francisco, CA 94107

EXHIBIT Y
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com
Subject: Fwd: Allison Barton Rice_200 Brannon Street Unit 316
Date: December 19, 2017 at 3:53 PM
To: Cissy Yin cissy.yin@sfgov.org
Cc: R. Michael Lieberman michael@spark84.com



Ms. Yin,

Shortly after my last email to you I received the below email from Mr. Lieberman, which I am forwarding to you. Please contact him at his correct phone number or, better, write to him and answer his question about the MOHCD legal basis for stating that the ADA is not applicable in my case.

I am not a cheat and I have been completely honest throughout my ownership of my BMR. I had permission from SFRA which was appropriate given my condition and status, albeit the permission was not in writing. When I became cognizant of the needed writing I made efforts to rectify earlier on. Please contact Ms. Edith Horner to confirm. I assume she will remember and will be honest about it. If not, I stand by my statements.

Regardless, then and now, the permission issue is moot in that my mental illness and my disabled status and the ADA are absolutely applicable - in my opinion.

However, the MOHCD is ignoring my mental illness and my disabled status and the ADA. Instead, the MOHCD has chosen to treat me as a crook and in an adversarial manner - much to the detriment of my mental health.

As I requested before, do not contact me unless absolutely imperative. At this time, please communicate with Mr. Lieberman.

Thank you.

Mr. Allison Barton Rice

Begin forwarded message:

From: Michael Lieberman <michael@spark84.com>
Subject: Fwd: Allison Barton Rice_200 Brannon Street Unit 316
Date: December 19, 2017 at 11:36:49 AM PST
To: allisonbartonrice@mac.com

See below. (I never received any calls. She may have called someplace else.)

All the Best,

Michael Lieberman
Law Offices of R. Michael Lieberman
1398 Post St.
SAn Francisco, CA 94109

W 415 9293197
F 415 929 3476
C 415 271 4314

RESIST

Begin forwarded message:

From: "Yin, Cissy (MYR)" <cissy.yin@sfgov.org>
Date: December 18, 2017 at 3:52:34 PM PST
To: "michael@spark84.com" <michael@spark84.com>
Subject: Allison Barton Rice_200 Brannon Street Unit 316

Hi Michael

Our office is in receipt of your letter dated December 14, 2017 regarding a request for reasonable accommodation on the above-referenced matter.

I have left a few messages to your office over the last couple of weeks in an attempt to discuss the case with you. As mentioned in one of my voice mail to you, you might not have received all correspondence between our office and Mr. Rice to fully understand the situation and his rental request.

I am attaching our response to Mr. Rice's rental request and related communications for your reference.

Please feel free to contact me if you have any other questions.

EXHIBIT Z
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: Allison Rice allisonbartonrice@mac.com
Subject: Re: Notification - Immediate Response Needed
Date: January 13, 2018 at 5:05 AM
To: Cissy Yin cissy.yin@sfgov.org
Cc: Borzoni, Melissa (MYR) melissa.borzoni@sfgov.org, maria.benjamin@sfgov.org, keith.nagayama@sfgov.org, Egan, Chandra (MYR) chandra.egan@sfgov.org, KC Cormack kc.cormack@icloud.com



STOP JERKING ME AROUND!!!!!!

I AM A 100 PERCENT DISABLED VIET NAM ERA VETERAN AND I DESERVE THE UTMOST RESPECT FROM THE MOHCD!!!!!!

NONE OF YOUR PREVIOUS CORRESPONDENCE IS AN ANSWER TO THE VERY PERTINENT QUESTION!!!!!!

YOU CALLED THE WRONG NUMBER IN YOUR SO-CALLED EFFORT TO COMMUNICATE TO THE ATTORNEY R. MICHAEL LIEBERMAN!!!!!!

STOP JERKING ME AROUND!!!!!!

ANSWER THIS QUESTION!!!!!! WHAT IS THE LEGAL BASIS FOR THE MOHCD FOR DENYING THE APPLICABILITY OF THE ADA TO ME AND MY SITUATION REGARDING THE BMR PROGRAM'S RESTRICTIONS?

GENERALLY SPEAKING!!!!!! THIS IS NOT ABOUT RENTING "A PORTION THEREOF"!!!!!!

ANSWER THIS QUESTION!!!!!! WHAT IS THE LEGAL BASIS FOR THE MOHCD FOR DENYING THE APPLICABILITY OF THE ADA TO ME AND MY SITUATION REGARDING THE BMR PROGRAM'S RESTRICTIONS?

STOP JERKING ME AROUND!!!!!!

RESPOND IMMEDIATELY - TIME IS OF THE ESSENCE!!!!!!

Again!!!!!! RESPOND IMMEDIATELY - TIME IS OF THE ESSENCE!!!!!!

On Jan 12, 2018, at 6:10 PM, Yin, Cissy (MYR) <cissy.yin@sfgov.org> wrote:

Dear Mr. Rice,

EXHIBIT Z
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

This is confirm receipt of your request. We will not communicate with attorney R. Michael Lieberman on anything related to you and this matter per your request.

As to your question below, I am enclosing our previous correspondence regarding our response to your rental request. As we have discussed, you may have a roommate, but cannot rent your unit without complying with the Program restrictions.

Regards,

Cissy Yin

Homeownership & Below Market Rate (HBMR) Compliance Manager
Mayor's Office of Housing & Community Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103
<http://sfmohcd.org>
Cissy.Yin@sfgov.org
Main 415.701.5500
Fax 415.701.5501
Direct 415.701.5573

Press release on BMR law suits that were recently filed and served on BMR cases:
<https://www.sfcityattorney.org/2017/05/11/herrera-busts-two-affordable-housing-cheats/>
<https://www.sfcityattorney.org/2017/08/23/herrera-cracks-affordable-housing-fraudster/>
San Francisco's BMR homes illegally up for rent:
<http://sanfrancisco.cbslocal.com/2017/10/31/san-francisco-below-market-rate-homes-illegal-rent/>

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From: Allison Rice [<mailto:allisonbartenrice@mac.com>]
Sent: Friday, January 12, 2018 12:18 PM
To: Yin, Cissy (MYR) <cissy.yin@sfgov.org>
Cc: Borzoni, Melissa (MYR) <melissa.borzoni@sfgov.org>; Benjamin, Maria (MYR) <maria.benjamin@sfgov.org>; NAGAYAMA, KEITH (CAT) <Keith.Nagayama@sfcityatty.org>; Egan, Chandra (MYR) <chandra.egan@sfgov.org>; KC Cormack <kc.cormack@icloud.com>
Subject: Notification - Immediate Response Needed

Ms. Yin,

Effective immediately - Do not communicate with attorney R. Michael Lieberman in regards to anything to do with me.

Effective immediately - Communicate directly with me.

Effective immediately - Please **respond as soon as humanly possible** to this question: What

EXHIBIT Z
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

is the legal basis for the MOHCD denying the applicability of the ADA to me and my situation regarding the BMR program's restrictions?

Again, please respond as soon as humanly possible.

Thank you and have a nice day.

Mr. Allison Barton Rice
<Mail Attachment.eml>

From: Allison Rice allisonbartonrice@mac.com
Subject: Fwd: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: May 24, 2018 at 4:54 PM
To: Gast, Jonathan P Jonathan.Gast@hud.gov
Bcc: Allison Rice bart_rice@yahoo.com



EXHIBIT AA

Begin forwarded message: **RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.**

From: "Gast, Jonathan P" <Jonathan.Gast@hud.gov>
Subject: RE: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: May 22, 2018 at 1:46:19 AM GMT+2
To: "allisonbartonrice@mac.com" <allisonbartonrice@mac.com>

05/21/18

Allison Rice
700 Lavaca #1400-90978
Austin, TX 78701

allisonbartonrice@mac.com

Dear Claimant:

Subject: Housing Discrimination Inquiry
Rice, Allison v. San Francisco Mayor's Office of Housing and Community
Development
HUD ITS NO. 39335

I am the Intake Specialist assigned to conduct the intake for your housing discrimination inquiry. You have contacted us alleging housing discrimination in violation of federal fair housing laws. We have not filed a complaint, no investigation is presently contemplated, and we cannot proceed until we can obtain more information from you. To evaluate your inquiry, we need responses to the following questions. ***Within ten (10) calendar days of the date of this email/letter, please respond to the below questions. Please respond all at once and not with multiple e-mails if possible. If you are including any documentation with your response, please provide copies only, not originals.***

If you have any questions, please contact me at Jonathan.Gast@hud.gov. E-mail is the best way to contact me. Please have your ITS No. handy and include it on all correspondence. Once you have responded, I may contact you with further questions.

Please FORWARD this email to me and insert your response under each question, or you may REPLY to this email and match your responses to the numbered questions. Please be specific with names and dates of events. If the question does not pertain to you, please write N/A.

1. Provide your current mailing address, including unit/apartment number, if different than the address above. Please also include your current telephone number(s) and email address.

EXHIBIT AA - RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

My current mailing address is as above (please note, that address is a travelingmailbox.com address - as I am traveling). My current (and only) phone numbers are: 1. iPhone 415-579-8208 2. Google Voice 512-591-8005. My email address is allisonbartonrice@mac.com

Please note, I am traveling in Europe (on the cheap, and overwhelmingly for my psychological/mental/emotional health). I am primarily staying in Budapest Hungary. However, as need be, I can return to San Francisco or elsewhere in the United States on fairly short notice.

2. Provide the complete names of all persons who resided in your household at the time of the discrimination, their relationship to you, and the birth dates of any minor children.

During the time period that the discrimination (discussions) took place, for a short period (2 weeks, October 15 - 31, 2017) I had a new roommate that was to pay me \$800.00 per month and help with grocery shopping and cooking, her name is/was Laura Raquel Camacho. Otherwise, no one else resided in my household at the time of the discrimination.

The San Francisco Mayor's Office of Housing and Community Development (MOHCD) forced me to terminate that situation and, hence, evict that person because they said it violated the agreement/contract (i.e. I did not have "written consent" to rent a portion thereof ...).

I am protesting the MOHCD's denial of this variance (1 of 2) of which I had previously obtained verbal permission from the San Francisco Redevelopment Agency (SFRA), and (in my opinion) the MOHCD should have granted me this variance in light of my disability and the Americans with Disabilities Act.

Please note, this issue (discrimination / the 2 variances) came into focus by the MOHCD in the latter part of October 2017 as part of the review of my refinance application (i.e. from my tax returns therein). However, I had contacted the MOHCD at least as early as August 2015 via email and voicemail messages in an effort to make clear and to rectify any issues with respect to the the 2 variances - but received no response from them in that effort. None the less, prior to seeking the refinance of my mortgage, I intended to try to contact them again concerning the 2 variances.

3. Do you own or do you rent? If you rent, is your rent subsidized? If so, who is subsidizing your rent? Do you have a Section 8 Housing Choice Voucher (HCV)? Are you residing in conventional public housing owned/managed by a Housing Authority? Or, do you pay market rent?

I owned this Below Market Rate (BMR) condominium, which was encumbered and governed by the "Limited Equity Home Ownership Program - Declaration of Resale Restrictions and Option to Purchase Agreement" (pdf attached to this email). I obtained this BMR condominium via the SFRA in a lottery system and the purchase closed escrow on October 25, 2004.

Because the MOHCD denied that the ADA was applicable and, thus, would not consider nor agree to granting the 2 variances I was seeking (in light of, and because of, my disability) my psychological/mental/emotional health began to deteriorate and I (without question) needed relief (soon, with as little delay as possible). So, (under protest) I sold my BMR condominium (which the MOHCD seemed to be happy about). The sale closed escrow on May 4, 2018.

Please note, I sold it before I submitted my ADA / HUD complaint because I was afraid that if I submitted my complaint before I sold it (or not have sold it) I would be trapped in a dispute for a very long time - during which my mental/emotion/physical health would have deteriorated to a very bad point, perhaps as far as suicide. Mental illness is very real, it is not a joke.

4. Please describe the Limited Equity Home Ownership Program under which you owned an apartment.

The "Limited Equity Home Ownership Program" utilizes a lottery system to offer (make available) affordable housing (affordable purchase price only, nothing else is discounted) to qualified applicants (i.e. income limitations and first time home buyer status).

At the time that I obtained my BMR, the program was administered by the SFRA and was encumbered and governed by the "Declaration of Resale Restrictions and Option to Purchase Agreement".

EXHIBIT AA - RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

When Governor Jerry Brown came into office in 2012 he disbanded all the Hedevlopment Agency's in California (as part of a government reorganization). Subsequently, the "assets" of the SFRA were transferred to the MOHCD, which then administered the program.

5. Provide a general description of your disability(ies).

My official service-connected VA diagnosis (disability) is "Depression, Paranoid Schizophrenia" and is rated at 100 percent and deemed permanent by the Veterans Administration (pdf of VA Benefit Summary letter is attached).

6. What major life activity is impaired by your disability(ies)? Are Respondents aware that you are disabled? How did they find out?

The most significant (and applicable to this situation) life activity that is impaired by my disability is social in nature (interpersonal relationships). That is, my mental illness overwhelmingly prompts me to isolate and I have significant difficulty in obtaining, developing, and maintaining meaningful and/or significant relationships - which results in a crushingly lonely existence. Which, in turn, exacerbates my depression and related issues.

I have very few friends. I have no social circle to speak of. That is, most of the time I have no one to do things with (i.e. I go out and about by myself). I have never been married. I have had only two fairly meaningful romantic relationships (off/on 1979-1986 and another one in the year of 1995).

Over the years (especially since 1990) I have done (and continue to do) extensive therapy, mostly as an outpatient but some took place as an inpatient (in the early 1990s). Consequently, I have developed my coping and interpersonal communication skills far enough to enable me to better proceed with my life and, otherwise, be relatively happy.

But, other than my mental illness, loneliness is the most significant and difficult issue for me.

I had communicated my disability to the SFRA multiple times in discussions (so it should be in my SFRA records that went to the MOHCD). I verbally communicated my disability to Ms. Aissia Ashoori and another MOHCD person in a meeting I requested (to discuss HOA issues) that took place sometime in 2012. I do not know whether or not they took note of my disability in that meeting.

Most significantly, my primary care physician (Dr. Alison Ludwig) at the San Francisco VA Medical Center (SFVAMC) provided a letter (dated September 19, 2017 - pdf of letter attached) which (to the best of my knowledge) I first submitted to Ms. Sandra Gates-Anderson on October 29, 2017 who then sent it to Ms. Cissy Yin (both of the MOHCD). And, Ms. Cissy Yin subsequently called and discussed my disability with Dr. Alison Ludwig.

Please note, The MOHCD's only response to me regarding my disability:

"We have received the September 19, 2017 letter provided by your primary care physician."

This sentence is contained in the MOHCD's 'Action Required' letter dated October 26, 2017 (in regard to the refinancing of my mortgage - pdf of letter attached).

To the best of my knowledge and after review of the written communications - nowhere else in any of the communications I received from the MOHCD did they acknowledge or even reference my disability, even though I brought it to their attention several times (via email and phone conversations).

- ### 7. You state that you requested a reasonable accommodation from SFMOHCD's requirement that you not charge rent to roommates.
- a. Relative to your disability, please explain your disability related need for this accommodation. Please explain why this accommodation is necessary for you to have equal use and enjoyment of your dwelling.

Having a roommate means that for much of my time at home I would not be alone. This is extremely helpful in that it alleviates my loneliness at home in a very regular and normal way. And, consequently, greatly helps me stave off depression.

EXHIBIT AA - RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Being able to have a roommate that contributes to the housing costs (i.e. pays rent) is "normal" and creates a "normal" relationship (normalcy is important for psychological/mental/emotional health).

Additionally, in my view, it is not fair to me (nor reasonable) that I provide free housing to a roommate (i.e. pay all the housing costs). But, this is what the MOHCD suggested I do. Additionally, (in my opinion) this would be a weird, unbalanced, and unhealthy relationship.

Furthermore, such a person would be a guest, and I did not ever need permission from the MOHCD or anyone else to have a guest in my home at any time or for any length of time.

It should be noted that my financial wherewithal is rather minimal and my income is limited to my VA disability compensation and my Social Security Disability Insurance.

It should be further noted that the MOHCD does allow temporary renting of a BMR in the case of a "Financial Hardship". But, the MOHCD failed to see and/or recognize my "Medical Hardship and related quasi Financial Hardship".

b. On what date did you submit this accommodation request?

In late 2008 or early 2009 I obtained verbal consent from the SFRA (via a phone conversation with Ms. Edith Horner of the SFRA) to have a roommate/s and to travel (not physically be present in my BMR) for more than 2 months per year. No discussion or communication or statement or question was made by Ms. Horner or myself about the need of "written consent" for me to do so, nor did such an idea cross my mind.

On or shortly before March 23rd 2016, while perusing my BMR documentation, I specifically and literally became cognizant "for the first time" of the requirement for "written consent" to "... lease a portion thereof..." and I initiated effort to comply with that requirement.

However, even before that occurrence, I was concerned that the matter of the 2 variances be clear with the MOHCD. So, on August 4, 2015 at 10:15 AM I contacted Ms. Edith Horner via email to ask for her help with this matter. Her reply on August 4, 2015 at 11:03 AM was:

"I am not able to answer your question because I am no longer in the San Francisco Redevelopment Agency department. I am currently working in the San Francisco Controller's Department. Gwen Sebay and Garrett Smith might be able to help you."

Ms. Edith Horner also cc'd Mr. Garrett Smith that email and a few minutes later I received an email from Garrett Smith in which he wrote:

"Mr. Rice, please direct any questions you have concerning 200 Brannan Street." [sic]

Subsequently, I emailed Mr. Garrett Smith and later left him a voicemail message asking to discuss the travel variance. And, on or shortly after March 23, 2016 I left Mr. Garrett Smith another voicemail message seeking to discuss the 2 variances with him.

Mr. Garrett Smith never (I repeat, never) responded (i.e. he never contacted me nor made any attempt to contact me to the best of my knowledge - that is, no phone number was ever recorded that he tried to call me i.e. Google Voice records, nor did I ever received an email from him).

Additionally, I sent additional email request to Ms. Edith Horner seeking her help, but she never again responded.

When the 2 variances issue came into the focus of the MOHCD, I submitted my accommodation request on October 29, 2017.

c. To whom did you submit it?

I first submitted to Ms. Sandra Gates-Anderson, who then sent it to Ms. Cissy Yin.

d. Did you provide any medical certification with your request?

I provided a letter (dated September 19, 2017) from my primary care physician (Dr. Alison Ludwig) at the San Francisco VA Medical Center (SFVAMC).

e. If so, please provide a copy of the medical certification that you provided to Respondents.

EXHIBIT AA

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

8. You state that you requested a reasonable accommodation from SFMOHCD's requirement that you request permission for any absence from your home for more than 2 months per year each time that you take leave longer than 2 months.
 - a. Relative to your disability, please explain your disability related need for this accommodation. Please explain why this accommodation is necessary for you to have equal use and enjoyment of your dwelling.

Due to my propensity to isolate and my loneliness, it is imperative for me to travel and engage with people and places outside of my limited and very routine daily milieu on a frequent and regular basis. This activity is within what I refer to as "Behavioral Therapy". That is, my activities (behavior) affect my psychological/mental/emotional health. If I do not do this I am extremely prone to fall into severe depression with a resultant decline in my physical health.

My disability effectively forced me into "retirement" (not employed) and, thus, I have time on my hands. Consequently, I need activities so as not to be "idle" and become depressed. In the past, my primary hobby / passion of music helped in this area. However, that has faded and traveling has become the most attractive and effective activity for me with regard to coping / treating my psychological/mental/emotional issues.

Thus far, I have found a 50-50 basis of traveling and being at home to be an effective and good balance for me. Consequently, the specific variance I requested from the MOHCD was for to change the two months to six months allowed to not physically be in my residence.

The MOHCD response was that if I wanted to travel beyond two months out of each year, I would need to submit travel documentation (plane tickets, etc.) each and every time before (and assuming) they would grant me such consent. To me, this is degrading, burdensome, and overly dictatorial. Additionally, it seemed to me that this was a "thought-out" way for the MOHCD to effectively deny my request for this particular variance and "cover their ass" with respect to an ADA accommodation.

- b. On what date did you submit this accommodation request?

Same as 7. b.

- c. To whom did you submit it?

Same as 7. c.

- d. Did you provide any medical certification with your request?

Same as 7. d.

- e. If so, please provide a copy of the medical certification that you provided to Respondents.

Same as 7. e.

9. Provide the date that you started this program.

I started the program ("Limited Equity Home Ownership Program") with the purchase close of escrow on October 25, 2004.

EXHIBIT AA - RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

10. Provide the date that you moved out of your apartment and discontinued program participation.

I moved out and discontinued program participation with the sale close of escrow on May 4, 2018.

11. What kind of property is this (single family home, duplex, triplex, multifamily apartments, condominiums, etc.)? Approximately how many units are located there?

The property is a condominium. The 200 Brannan "property" (and HOA) consist of two buildings (200 Brannan St., and 1 Federal St.). The total number of units is 241, as follows: 190 residential units and 1 commercial unit in the 200 Brannan St. building, and 50 residential units in the 1 Federal building.

12. What is the complete address of the property where the discrimination occurred?

200 Brannan St., Apt. 316, San Francisco, CA 94107

13. Provide the complete name, address and telephone number of all Respondents, e.g., Resident Manager; Property Manager; Property Management Co. (if unknown check your lease agreement and/or the name that you make your rent check out to); Owner; HOA; etc.

The San Francisco Mayor's Office of Housing and Community Development, address is 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103 Main phone number is 415-701-5500 and fax number is 415-701-5501

It is my understanding that the senior person or director is Ms. Maria Benjamin (direct line is 415-701-5511 and email is maria.benjamin@sfgov.org).

Most of my communications was with Ms. Cissy Yin, a compliance manager (direct line is 415-701-5573 and email is cissy.yin@sfgov.org).

14. Why do you believe any injury is because of your race, national origin, color, religion, sex, disability, and/or familial status?

With respect to my "disability" - I believe "injury" occurred because I need to get out and about (especially traveling) frequently and on a regular basis, and it is extremely beneficial for me to have a roommate. Both of these items are significantly "therapeutic" in treating symptoms of my psychological/mental/emotional issues (disability).

Additionally, each variance is needed independent of the other. That is, even if I did not need to travel, I still need a roommate. And, even if I did not need a roommate, I still need to travel.

Losing these "therapeutic" avenues had a very detrimental affect on my psychological/mental/emotional health. I became quite depressed, troubled, and distraught. Consequently, in order to "escape" this situation (i.e. find relief), I proceeded with selling my BMR condominium - which was not what I wanted to do, but needed to do.

The selling of my BMR condominium brought forth a loss to me, economically and otherwise. That is, it was an extremely stressful and difficult ordeal for me, and I lost a nice place to live that has a market value of approximately \$800,000.00. Additionally, I lost money in the selling and giving away of personal property (to enable the moving process) and incurred the expense of relocating, moving, etc.

EXHIBIT AA - RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

All of which was due to the MOHCD denial of the applicability of the ADA and their (effectively) non-acceptance of my disability, and the resultant denying of my request for the 2 variances.

I wish to stress, the giving up of my home of slightly more than 13 years and the moving process was significantly traumatic - psychologically/mentally/emotionally speaking (i.e. it hurt badly and it still hurts).

15. How were you discriminated against? State briefly what happened for each incident alleged. ***Please include the date(s), names of individuals, and method of communication for each incident and action described.***

In my effort to obtain 2 variances to (and allowed by) the "Limited Equity Home Ownership Program - Declaration of Resale Restrictions and Option to Purchase Agreement" for my psychological/mental/emotional needs (i.e. disability) and, thus, an accommodation as mandated by the Americans with Disabilities Act, the action of the MOHCD was:

1. The MOHCD's only response to my disability:

"We have received the September 19, 2017 letter provided by your primary care physician."

This sentence is contained in the MOHCD's 'Action Required' letter dated October 26, 2017.

To the best of my knowledge and after review of the communications - nowhere in any of the communications I received from the MOHCD did they acknowledge or even referenced my disability. Even though I brought it to their attention several times.

2. The MOHCD's only response to the application of the ADA for a variance to my contract (and/or a variance in the policy of the program - specifically for me, not the program as a whole):

"The Americans with Disabilities Act (ADA) is not applicable to this situation."

This sentence is contained in the an email sent to me (and received) on November 1, 2017 from Ms. Cissy Yin - MOHCD Homeownership & Below Market Rate (HBMR) Compliance Manager (pdf of email attached).

To the best of my knowledge and after review of the communications - nowhere else in any of the communications I received from the MOHCD did they acknowledge or make any reference to the ADA. Even though I brought it to their attention several times.

Additionally, Ms. Cissy Yin and/or the MOHCD never offered any explanation as to why the MOHCD decided the ADA was not applicable to this situation - even though I asked them a number of times.

The 2 variances I requested were very reasonable and would have had no (i.e. zero) negative impact on any person or entity. And, as indicated, they were variances I needed to cope with my disability.

I was and I am completely honest and open about everything in this matter as well as any other matter with the MOHCD, the SFRA, the IRS, and anybody and everybody else. However, in addition to what is listed above, the MOHCD treated me as if I was intentionally seeking to perpetrate a fraud. The reality is that I am quite the opposite of a fraudster, and throughout my entire involvement I always sought to function and behave in accordance with the agreement and the law - both in the letter and in the spirit.

The "discrimination" essentially took place in October 2017 through January 22, 2018, at which point I gave up (see answer to question 16).

As noted above:

It is my understanding that the senior person or director is Ms. Maria Benjamin (direct line is 415-701-5511 and email is maria.benjamin@sfgov.org).

Most of my communications was with Ms. Cissy Yin, a compliance manager (direct line is 415-701-5573 and email is cissy.yin@sfgov.org).

16. You provided a **Date of Violation (DOV)** of **01/22/18**. What discriminatory housing practice occurred on that date?

The MOHCD was adamant in their position that the ADA did not apply and that they were not going to grant the 2 variances I was requesting - and, they never varied from that position.

EXHIBIT AA - RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Consequently, at some point in time I requested to know who was the senior person or director (the boss) so I could communicate with that person about my disability, the ADA, etc., and, hopefully, obtain approval with "written consent" of the 2 variances I was seeking.

I was informed that that person was Ms. Maria Benjamin. After sending some emails and leaving some voicemail messages requesting a meeting (in person or by phone) I eventually had a phone meeting with Ms. Maria Benjamin on January 22, 2018.

We talked for several minutes and I explained my mental illness and my disability, spoke about the ADA, explained my need for the 2 variances, etc., but to no avail. Ms. Maria Benjamin (in this phone meeting, and as had been the case all along with the MOHCD) was steadfast in the position that the ADA did not apply. I do not recall her ever actually acknowledging my disability.

And, I explained that not having the 2 variances made my situation psychologically/mentally/emotionally unbearable and, thus, by not granting me the 2 variances I was seeking, they were forcing me to move. When I said they were forcing me to move, the tone of her voice change to a notable "saccharine" tone and she said "Oh no, we're not forcing you to move." and "You don't have to move.", which she said in such a way that it seem very clear to me that they knew (or at she did) that the denial of my 2 variances was effectively forcing me to more.

17. Is your rent current? If not, how many weeks/months are you delinquent?
Why are you delinquent?

My mortgage payments were always on time and current. My HOA dues were always paid on time and kept current, with one exception - in December of 2010, I was out of town in the early part of the month, when I returned I mailed in my HOA monthly dues payment (on December 16, 2010) and I paid a \$50.00 late payment fee in January of 2011.

Any and all other related expenses, such as property taxes, were always paid on time and were kept current.

Attachments:



Declaration of
Resale...ct).pdf



VA Benefit
Summa...tter.pdf



Dr. Ludwig's
letter.pdf



Action Required
- 200...16.pdf



Cissy Yin
Novem...ail.pdf

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Please note that under the federal Fair Housing Act, you have a statute of limitations of one year from the last date of discrimination if you file with this Office and, two years if you file your own action in a state or federal court. Under other fair housing laws, the statute of limitations is 180 days. We will be glad to work with you to determine if a description of events presents a sufficient basis to file a complaint in this Office if you provide us the necessary information within the applicable limitations period, even if the matter has been previously administratively closed for failure to respond to our attempts to contact you. Therefore, it is extremely important that you contact us promptly if the end of the applicable limitations period is imminent.

If we do not hear from you within 10 calendar days, your claim will be administratively closed. However, we can re-open your claim if you contact us later within a reasonable amount of time. Your cooperation is appreciated.

Thank you.

Sincerely,



Jonathan Gast
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity (FHOO)
U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104-4430

(415) 489-6557 Voice
(800) 347-3739 Toll free complaint hotline
(415) 489-6559 Fax
(415) 489-6564 TDD

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Please consider the environment before printing this e-mail.

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

From: donotreply@hud.gov <donotreply@hud.gov>
Sent: Tuesday, May 08, 2018 9:51 PM
To: Complaints Office 09 <ComplaintsOffice09@hud.gov>; Complaints Office 00 <ComplaintsOffice00@hud.gov>
Subject: HUD Fair Housing Inquiry - Allison Rice

<p>Personal Information:</p> <p>First Name: Allison Last Name: Rice E-Mail: allisonbartonrice@mac.com Address: 700 Lavaca #1400-90978 City: Austin State: TX Zip: 78701 Day Time Phone: 4155798208 Evening Phone: 4155798208 Best Time To Call: Day</p>	<p>Who do you believe discriminated against you?:</p> <p>First Name: Maria Last Name: Benjamin Organization: San Francisco Mayor's Office of Housing Address: 1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103</p> <p>Where did the alleged act of discrimination occur?:</p> <p>Address: 200 Brannan St., Apt. 316 City: San Francisco State: CA Zip: 94107</p>
<p>First Contact Information:</p> <p>1. First Name: Alison Last Name: Ludwig M.D. Organization: VA Medical Center San Francisco Day Time Phone: 4157502129 Evening Phone: 4157502129 Best Time To Call: Day</p>	<p>Second Contact Information:</p> <p>2. First Name: Last Name: Organization: Day Time Phone: Evening Phone: Best Time To Call: Day</p>

What happened?:

I am a 100 percent service connected disabled veteran, and to help cope with with my disability I sought two variances to my 'Limited Equity Home Ownership Program' contract from the San Francisco Mayor's Office of Housing and Community Development. 1. To have a roommate (i.e. "renting a portion thereof") and 2. permission to travel (i.e. not physically be at my apartment) for more than two months per year. I had obtained these variances from the San Francisco Redevelopment agency (verbally, but it needs to be in writing) when they administered the program (prior to the SFMOHCD). However, the SFMOHCD stated "The Americans with Disabilities Act (ADA) is not applicable to this situation" and they were absolutely adamant of that

EXHIBIT AA - RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

(ADA) is not applicable to this situation. and they were absolutely adamant of that position (even though the contract allows for such variances, and despite a letter from my primary care physician at the VA Medical Center San Francisco in which she states: ?For Mr. Rice?s mental health, and considering his disabled veteran status, I strongly recommend from a medical perspective that his request to have roommates and to be allowed to travel be approved.?). Consequently, for my well being (but at a great loss and great stress to me) I sold my apartment and left San Francisco - this is not what I wanted, but I need to take care of myself and travel some.

Why do you believe you are being discriminated against?:

The SFMOHCD communicated to me that it is/was unwilling to allow the variances I requested because they deny that the ADA is applicable in my situation and because it would be against the "policy" of the program. Otherwise, I don't know why. Additionally, they said I could have a roommate but not collect any rent. I responded that such a person would be a guest for which I do not need anyone's permission (they concurred) and that it would not be fair to me to provide someone free housing. And, they said if I wanted to travel more that two months out of each year I would have to first submit travel documents and obtain their permission "each and every time" before they would give me permission to make such travels. My specific requests to them was for written permission to have a (reasonable amount) rent paying roommate (i.e. permission for "renting a portion thereof") and written permission to change the "two months" per year to "six months" per year for allowed travel.

When did the last act of discrimination occur?:

01/22/2018

Is the alleged discrimination continuous or on going?:

Yes

From: **Allison Rice** allisonbartonrice@mac.com
Subject: Fwd: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: May 28, 2018 at 12:34 PM
To: Gast, Jonathan P Jonathan.Gast@hud.gov
Bcc: Allison Rice bart_rice@yahoo.com



EXHIBIT AA

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Additional items / comments:

1. Regarding the 2 variances allowed (with written consent) within the "Declaration of Resale Restrictions and Option to Purchase Agreement", please see sections 6.1 Restrictions and 13.12 Amendments of the agreement.
2. If you wish to speak with Dr. Alison Ludwig (my primary care physician at SFVAMC) you should be able to reach her at 415-221-4810 ext. 22870
3. Ms. Edith Honer contact information that I have is edith.horner@sfgov.org and Edith.M.Horner@sfgov.org

Additionally, attached a pdf of her communique to me with respect to my effort to resolve my variances issue in August of 2015:



PDF

Edith Horner
response #1.pdf

I made more attempts to obtain help from Ms. Horner in March of 2016 but received no response. My last effort for help from Ms. Edith Horner on October 29, 2017 received this automatic response (pdfs attached):



PDF

Last effort for
help fr...ner.pdf



PDF

Edith Horner
response #2.pdf

Begin forwarded message:

From: "Gast, Jonathan P" <Jonathan.Gast@hud.gov>
Subject: RE: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: May 22, 2018 at 1:46:19 AM GMT+2
To: "allisonbartonrice@mac.com" <allisonbartonrice@mac.com>

05/21/18

Allison Rice
700 Lavaca #1400-90978
Austin, TX 78701

allisonbartonrice@mac.com

Dear Claimant:

From: **Allison Rice** allisonbartonrice@mac.com
Subject: Fwd: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: June 1, 2018 at 7:25 AM
To: Gast, Jonathan P Jonathan.Gast@hud.gov
Bcc: Allison Rice bart_rice@yahoo.com



EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Addition to my response to question #15:

I requested from the MOHCD to know why they insisted "The Americans with Disabilities Act (ADA) is not applicable to this situation." but never received an answer to this question.

And, an acquaintance that is an attorney wrote a letter and email (pro bono) asking them "What is the legal basis for their position that the Americans with Disabilities Act (ADA) is not applicable to this situation." The MOHCD did not respond.

I never received any information as to why "The Americans with Disabilities Act (ADA) is not applicable to this situation." from the MOHCD or from anyone else.

Also, to be clear, the 2 variances I was seeking was in regards to the MOHCD policy of the program - specifically for me (given my particulars), not the program as a whole.

Begin forwarded message:

From: "Gast, Jonathan P" <Jonathan.Gast@hud.gov>
Subject: RE: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: May 22, 2018 at 1:46:19 AM GMT+2
To: "allisonbartonrice@mac.com" <allisonbartonrice@mac.com>

05/21/18

Allison Rice
700 Lavaca #1400-90978
Austin, TX 78701

allisonbartonrice@mac.com

Dear Claimant:

Subject: Housing Discrimination Inquiry
Rice, Allison v. San Francisco Mayor's Office of Housing and Community
Development
HUD ITS NO. 39335

I am the Intake Specialist assigned to conduct the intake for your housing discrimination inquiry. You have contacted us alleging housing discrimination in violation of federal fair housing laws. We have not filed a complaint, no investigation is presently contemplated, and we cannot proceed until we can obtain more information from you. To evaluate your inquiry, we need responses to the following questions. ***Within ten (10) calendar days of the date of this email/letter, please respond to the below questions. Please respond all at once and not with multiple e-mails if possible. If you are including any documentation with your response, please provide copies only, not originals.***

If you have any questions, please contact me at Jonathan.Gast@hud.gov. E-mail is the best way to contact me. Please have your ITS No. handy and include it on all correspondence. Once you have responded, I may contact you with further questions.

Please FORWARD this email to me and insert your response under each

From: **Allison Rice** allisonbartonrice@mac.com
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: July 3, 2018 at 9:49 AM
To: Gast, Jonathan P Jonathan.Gast@hud.gov



EXHIBIT AA

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast,

I wish add in my communications with you and HUD, that I am not completely versed on the Americans with Disabilities Act nor other applicable laws.

However, I did communicate to the SF-MOHCD that in light of my disability it was incumbent upon them to make reasonable accommodation(s) for me with respect to the two allowable variances (per my contract) that I was seeking - which they adamantly refused.

I add this in my communications to you because I recently read an article that contains the following statement (verbatim):

"The Fair Housing Act prohibits housing providers from refusing to make reasonable accommodations in policies or practices for anyone with a disability."

I believe the two variances I requested are very reasonable, especially since neither nor both together had any negative impact on any person, entity, or thing. And, the two variances would have greatly aided my coping of the disability I suffer.

So, if the statement quoted above is true, then the SF-MOHCD violated The Fair Housing Act in my case - in my opinion.

I greatly appreciate your time and help. Have a nice day.

Mr. Allison Barton Rice

On Jun 27, 2018, at 6:23 PM, Allison Rice <allisonbartonrice@mac.com> wrote:

Ok, thank you very much. Have a nice day.

Sent from my iPhone

On Jun 27, 2018, at 18:19, Gast, Jonathan P <Jonathan.Gast@hud.gov> wrote:

Dear Mr. Rice,

I received your voicemail message. My apologies for the delay – we are currently experiencing a high volume of inquiries, and I am handling them in sequential order. I will be in contact shortly regarding your inquiry.

Best,

<image001.png>

Jonathan Gast
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity (FHEO)
U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104-4430


From: **Allison Rice** allisonbartonrice@mac.com 
Subject: **Re: HUD Fair Housing Inquiry - 39335 - Allison Rice**
Date: July 8, 2018 at 5:49 AM
To: **Gast, Jonathan P** Jonathan.Gast@hud.gov



EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast,

I also wish to be clear that not being granted the two variances I was seeking (allowable with written permission and which should have been granted given my disability and disabled veteran status) effectively forced me to sell and leave (for my wellbeing, albeit not an optimal solution for me - essentially the lesser of two not good paths).

I was very clear about this to the SF-MOHCD, especially to Ms. Maria Benjamin in a phone conversation I had with her on January 22, 2018.

I did not want to leave my home and I only did so out of personal necessity and "under protest" (which I communicated to the SF-MOHCD, please see attached pdf of email and pdf of SF-MOHCD emailed response).

Thank you very much for your help. Have a nice day.

Mr. Allison Barton Rice



Selling BMR
Under...est.pdf



Selling BMR
Under...se.pdf

On Jul 3, 2018, at 4:49 PM, Allison Rice <allisonbartonrice@mac.com> wrote:

Dear Mr. Gast,

I wish add in my communications with you and HUD, that I am not completely versed on the Americans with Disabilities Act nor other applicable laws.

However, I did communicate to the SF-MOHCD that in light of my disability it was incumbent upon them to make reasonable accommodation(s) for me with respect to the two allowable variances (per my contract) that I was seeking - which they adamantly refused.

I add this in my communications to you because I recently read an article that contains the following statement (verbatim):

"The Fair Housing Act prohibits housing providers from refusing to make reasonable accommodations in policies or practices for anyone with a disability."

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So, if the statement quoted above is true, then the SF-MOHCD violated The Fair Housing Act in my case - in my opinion.

I greatly appreciate your time and help. Have a nice day.

Mr. Allison Barton Rice

From: **Allison Rice** allisonbartonrice@mac.com
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: July 8, 2018 at 6:24 AM
To: Gast, Jonathan P Jonathan.Gast@hud.gov

EXHIBIT AA



RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast,

I'm sorry to bother you again, but I meant to add in my last email the following:

I now realize that the Americans With Disabilities act may not apply in this situation as the SF-MOHCD indicated. However, as best I can tell, the Fair Housing Act does apply - very much so.

Additionally, at no time (absolutely never, to the best of my knowledge and memory) did any person at the SF-MOHCD (nor the SF-MOHCD itself) communicate to me that my situation and the accommodations I was seeking (variances) are and/or would be covered by the Fair Housing Act. I believe they knew this or should have known this.

I believe I mentioned previously that it seemed to me that the SF-MOHCD was happy to have me sell and move. And, for what it's worth, it seems to me that they were most intent on not helping me - when, in fact, they should have.

Thank you again.

Mr. Allison Barton Rice

On Jul 8, 2018, at 12:49 PM, Allison Rice <allisonbartonrice@mac.com> wrote:

Dear Mr. Gast,

I also wish to be clear that not being granted the two variances I was seeking (allowable with written permission and which should have been granted given my disability and disabled veteran status) effectively forced me to sell and leave (for my wellbeing, albeit not an optimal solution for me - essentially the lesser of two not good paths).

I was very clear about this to the SF-MOHCD, especially to Ms. Maria Benjamin in a phone conversation I had with her on January 22, 2018.

I did not want to leave my home and I only did so out of personal necessity and "under protest" (which I communicated to the SF-MOHCD, please see attached pdf of email and pdf of SF-MOHCD emailed response).

Thank you very much for your help. Have a nice day.

Mr. Allison Barton Rice

<Selling BMR Under Protest.pdf>

<Selling BMR Under Protest response.pdf>

On Jul 3, 2018, at 4:49 PM, Allison Rice <allisonbartonrice@mac.com> wrote:

Dear Mr. Gast,

I wish add in my communications with you and HUD, that I am not completely versed on the Americans with Disabilities Act nor other applicable laws.

However, I did communicate to the SF-MOHCD that in light of my disability it was incumbent upon them to make reasonable accommodation(s) for me with respect to the two allowable variances (per my contract) that I was seeking - which they adamantly refused.

I add this in my communications to you because I recently read an article that contains the following statement (verbatim):

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I believe the two variances I requested are very reasonable, especially since neither nor both together had any negative impact on any person, entity, or thing. And, the two variances would have greatly aided my coping of the disability I suffer.

So, if the statement quoted above is true, then the SF-MOHCD violated The Fair Housing Act in my case - in my opinion



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity – Region IX
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TTY: (415) 489-6564 Fax: (415) 489-6560
www.hud.gov
espanol.hud.gov

July 3, 2018

Allison Rice
700 Lavaca #1400-90978
Austin, TX 78701

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Complainant:

Subject: Housing Discrimination Inquiry
Rice, Allison v. San Francisco Mayor's Office of Housing and Community
Development
HUD Inquiry No. 555098

The above-referenced housing discrimination inquiry was received by the U. S. Department of Housing and Urban Development pursuant to federal fair housing laws. This claim has been closed for lack of jurisdiction because federal fair housing laws do not cover the subject matter and/or bases of the alleged discrimination.

This Office only has power to address issues recognized under federal fair housing laws. We cannot address any other legal matters.

This administrative closure does not represent a judgment upon the merits of the allegations contained in the claim.

The Fair Housing Act provides that, notwithstanding this action by the Department, a complainant may file a civil action in an appropriate United States District Court, or a State Court, no later than two (2) years after the occurrence or the termination of the alleged discriminatory housing practice(s).

Should there be questions about this closure, please contact Jonathan Gast, in our Intake Unit, at (415) 489-6557.

Sincerely,

A handwritten signature in black ink that reads "Paul E. Smith".

Paul E. Smith
Chief, Intake Branch
Office of Fair Housing and
Equal Opportunity

From: **Allison Rice** allisonbartonrice@mac.com
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: July 16, 2018 at 5:04 PM
To: Gast, Jonathan P Jonathan.Gast@hud.gov

EXHIBIT AA

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast,

Thank you for your timely response.

As I mentioned, the letter I received indicating the lack of jurisdiction did not provide any specifics as to why there is a lack of jurisdiction.

Also, as I have previously mentioned, I am not particularly knowledgeable of the 'Fair Housing Act' details and/or parameters.

None the less, I believe that the 'Fair Housing Act' does have jurisdiction because:

1. I am covered by the 'Fair Housing Act' in two ways. I am disabled and I am a veteran. Additionally, I am a 100 percent service connected disabled veteran.
2. The 'Limited Equity Homeownership Program', and most specifically the contract, was created by a government entity and was administered by a government entity.
3. The two variances I sought are allowed by the contract with written permission. But the SF-MOHCD denied me such accommodation because it was not within or the "policy" of the program.
4. Yet, the Fair Housing Act mandates that reasonable accommodations are to be made for those covered by the Act. And, what I was seeking was absolutely reasonable. Further, I believe the SF-MOHCD refused because one of the variances (a rent paying roommate) would benefit me financially and they just could not get over that particular aspect.

I also wish to reiterate that throughout my participation / ownership of the BMR condominium (including the issues we are discussing) I was completely honest. Additionally, I did obtain verbal permission from the SFRA, not knowing at the time nor being advised by the SFRA (Ms. Edith Horner) that I needed it to be in writing.

Please forward or share what I written above with your supervisor.

In any case, I appreciate your and your agency's help. Please have a nice day.

Respectfully,
Mr. Allison Barton Rice

On Jul 16, 2018, at 10:42 PM, Gast, Jonathan P <Jonathan.Gast@hud.gov> wrote:

Dear Mr. Rice,

I received your voicemail messages regarding the lack of jurisdiction letter you received in the mail. My supervisor is reviewing the complaint based on your request for reconsideration, and a letter will be mailed to you shortly.

Best,

<image001.png>

Jonathan Gast
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity (FHEO)
U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104-4430

(415) 489-6557 Voice
(800) 347-3739 Toll free complaint hotline
(415) 489-6559 Fax
(415) 489-6564 TDD

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<image002.jpg>

From: Allison Rice <allisonbartonrice@mac.com>
Sent: Sunday, July 08, 2018 4:24 AM
To: Gast, Jonathan P <Jonathan.Gast@hud.gov>
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice

From: Allison Rice allisonbartonrice@mac.com
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: July 17, 2018 at 3:10 AM
To: Allison Rice allisonbartonrice@mac.com



EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Hello again, Mr. Gast,

I wish to comment on my points 3 and 4 in my most previous email.

Regarding the "renting a portion thereof" (allowed in the contract, with written permission) The SF-MOHCD was adamant (significantly so) that they would not allow that in any way, shape, or form (not one penny, nothing whatsoever). Because it was against and/or not in accordance, etc. with the "policy" of the Limited Equity Homeownership Program and they just could not accept such a thing (again, even though it is allowed in the contract, with written permission).

Yet, the SF-MOHCD has / had no issue whatsoever for me to live by myself (alone and lonely, crushingly so) in my 1,050 square foot BMR condominium. All while the location (San Francisco) is having an overwhelming housing shortage and an overwhelming homeless population. Additionally, had the SF-MOHCD allowed me to have a rent paying roommate, it would have helped the aforementioned issue (even though it might help by just one person, it would have helped) with no negative impact whatsoever to any person and/or entity.

I have a very severe emotional/mental/psychological condition. A significant aspect of my condition is a great difficulty of obtaining and maintaining relationships (connecting / connections with other people - I have never been married, no children, no family, no girlfriend, no significant other for many many years).

However, I did fairly well in regards to having roommates. My handful of previous roommates went very well, and I'm still friends with a couple of them (even though I rarely see them or hear from them), and it was extremely / extensively helpful and beneficial for me from a therapeutic perspective. However, I can / could not afford to provide "free" housing to someone - which the SF-MOHCD suggested I do. If I could afford it, I would (but, it seems like it would be a bit weird).

The SF-MOHCD "policy" issue of denying me written permission of "renting a portion thereof" in my BMR condominium (despite the reasonable "policy" accommodation mandated by the Fair Housing Act for a person covered by the Act, a disabled / veteran in my case) broke the situation for me and harmed me.

If there is any other information and/or something I can provide you and your agency, I will do so.

Please forward or share what I have written above with your supervisor.

Again, I thank you and your agency for your help. Have a nice day.

Respectfully,
Mr. Allison Barton Rice

On Jul 16, 2018, at 11:04 PM, Allison Rice <allisonbartonrice@mac.com> wrote:

Dear Mr. Gast,

Thank you for your timely response.

As I mentioned, the letter I received indicating the lack of jurisdiction did not provide any specifics as to why there is a lack of jurisdiction.

Also, as I have previously mentioned, I am not particularly knowledgeable of the 'Fair Housing Act' details and/or parameters.

None the less, I believe that the 'Fair Housing Act' does have jurisdiction because:

1. I am covered by the 'Fair Housing Act' in two ways. I am disabled and I am a veteran. Additionally, I am a 100 percent service connected disabled veteran.
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3. The two variances I sought are allowed by the contract with written permission. But the SF-MOHCD denied me such accommodation because it was not within or the "policy" of the program.
4. Yet, the Fair Housing Act mandates that reasonable accommodations are to be made for those covered by the Act. And, what I was seeking was absolutely reasonable. Further, I believe the SF-MOHCD refused because one of the variances (a rent paying roommate) would benefit me financially and they just could not get over that particular aspect.

I also wish to reiterate that throughout my participation / ownership of the BMR condominium (including the issues we are discussing) I was completely honest. Additionally, I did obtain verbal permission from the SFRA, not knowing at the time nor being advised by the SFRA (Ms. Edith Horner) that I needed it to be in writing.

Please forward or share what I written above with your supervisor.

In any case, I appreciate your and your agency's help. Please have a nice day

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Mr. Allison Barton Rice

On Jul 16, 2018, at 10:42 PM, Gast, Jonathan P <Jonathan.Gast@hud.gov> wrote:

Dear Mr. Rice,

I received your voicemail messages regarding the lack of jurisdiction letter you received in the mail. My supervisor is reviewing the complaint based on your request for reconsideration, and a letter will be mailed to you shortly.

Best,

<image001.png>

Jonathan Gast



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity – Region IX
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Voice: (800) 347-3739 (415) 489-6524
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www.hud.gov
espanol.hud.gov

July 16, 2018

Allison Barton Rice
700 Lavaca #1400-90978
Austin, TX 78701

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Complainant:

Subject: Housing Discrimination Inquiry
Rice, Allison v. San Francisco Mayor's Office of Housing and Community Development
HUD Inquiry No. 555098

The above-referenced housing discrimination inquiry, Inquiry No. 555098, was received by the U. S. Department of Housing and Urban Development pursuant to federal fair housing laws on May 8, 2018. This claim has been administratively closed for lack of jurisdiction because federal fair housing laws do not cover the subject matter and/or bases of the alleged discrimination.

You alleged that you participated in a "limited equity home ownership program" through the San Francisco Mayor's Office of Housing and Community Development ("MOHCD"), which allowed you to purchase your home, which you sold in May 2018. You alleged that MOHCD maintains certain rules and requirements as part of its program, including a requirement that leasing any portion of the property requires MOHCD's prior written consent, and that a temporary lease of up to 12 months may be granted in circumstances where the household is forced to temporarily relocate due to employment requirements or where the household is temporarily experiencing financial hardship. MOHCD also maintains a rule requiring you to use the property as your primary residence, defined as living at the property for 10 months out of the year, and that you would have to request MOHCD's written approval for any plans to travel more than 2 months out of the year.

You alleged that you requested a reasonable accommodation from MOHCD to be permitted to travel unrestricted for 6 months out of the year, and to be permitted to rent your home to tenants. You alleged that these were necessary accommodations for your mental disabilities, and in support of this, you provided a copy of a letter dated September 19, 2017 from your physician, which states in pertinent part, "Mr. Rice has explained to me that he has had roommates in the past and that it was significantly helpful and beneficial for his mental health with respect to isolation and loneliness," "Mr. Rice's ability to travel and visit new environments is necessary to maintain his mental health," and "For Mr. Rice's mental health, and considering his disabled veteran status, I strongly recommend from a medical perspective that his request to have roommates and to be allowed travel be approved."

On its face, your physician's letter indicates that traveling is beneficial for your mental health and having roommates is beneficial for your mental health. However, the medical documentation provided to MOHCD does not indicate that you have a disability related need to rent your home to roommates, nor does it indicate that you have a disability related need to travel for *6 months out of*

EXHIBIT AA
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the year. Consequently, you did not establish that you have a disability related need for the requested accommodations.

Moreover, MOHCD's letter to you dated October 16, 2017 indicated that the accommodations supported by your physician, to be able to travel and visit new environments and to have roommates, were already allowable under the existing program rules and requirements. Specifically, MOHCD explained that you are allowed to have roommates as long as you do not charge those roommates rent. MOHCD also considered you for the financial hardship exemption to allow you to rent to roommates for a period not to exceed 12 months, but that you did not qualify. Additionally, MOHCD explained that you are allowed to travel as long as you continue to live in the property as your primary residence, and that you would have to request and receive permission for travel plans exceeding two months out of the year.

Because you did not establish a disability related need for the requested accommodations, this Office lacks jurisdiction under applicable federal fair housing laws.

This administrative closure does not represent a judgment upon the merits of the allegations contained in the claim.

The Fair Housing Act provides that, notwithstanding this action by the Department, a complainant may file a civil action in an appropriate United States District Court, or a State Court, no later than two (2) years after the occurrence or the termination of the alleged discriminatory housing practice(s). The computation of this two-year period does not include the time during which an administrative proceeding was pending with the Department with respect to a complaint or charge under the Fair Housing Act.

Sincerely,



Paul E. Smith
Chief, Intake Branch
Office of Fair Housing and
Equal Opportunity

From: **Allison Rice** allisonbartonrice@mac.com
Subject: **Re: HUD Fair Housing Inquiry - 39335 - Allison Rice**
Date: July 25, 2018 at 1:57 PM
To: Jonathan P Gast Jonathan.Gast@hud.gov



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RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast,

Today I received a letter from Mr. Paul E. Smith dated July 16, 2018.

His conclusion (I quote) is: "Because you did not establish a disability related need for the requested accommodations, this Office lacks jurisdiction under applicable federal fair housing laws."

First and foremost, I am making my utmost protest and my utmost request for an appeal of Mr. Smith's conclusion. Please advise as soon as possible as to how I officially file an appeal with your department.

Mr. Smith's letter contains errors and/or inaccuracies as to details of the parties involved and/or what did or did not transpire and/or how things transpired, etc., etc.

Regarding the MOHCD behavior to me - they 'stone-walled' me. I could not get beyond their absolute denial of my "disability related needs". Additionally, it is / was the MOHCD's responsibility to counsel me, as needed, for my benefit. Their position / behavior toward me was near completely adversarial. But, I digress from the most significant issue at this moment.

Mr. Smith indicates that your department "lacks jurisdiction" because of a decision on his part (apparently) that I "did not establish a disability related need ...", whereas I believed I had. In any case, I CAN establish "a disability related need".

Please advise as soon as possible just exactly what is needed by your department and/or Mr. Smith from me, and/or my primary care physician and/or other medical personnel and/or the Department of Veteran's Affairs, etc. to satisfactorily prove my "disability related needs" for the variances I was seeking - BTW, and again, the variances I was seeking were granted to me by the San Francisco Redevelopment Agency - however, they failed to advise me as the need of "written" consent.

I wish to reiterate, it is / was the MOHCD's responsibility to counsel me, as needed, for my benefit (this was also true of the SFRA). I could have easily provided anything that was needed (whatever was needed to establish "disability related needs" already seemed to be clearly established in my opinion). But, and again, they basically would not hear of it and/or blocked understanding / acceptance of my "disability related needs" AND they did not in any way shape or form help me as they should have.

I am a 100 percent service connected disabled veteran and I have very minimal / limited financial wherewithal. This situation is extremely critical for me and I desperately need your and your departments help, please.

Please advise as soon as possible.

Thank you and have a nice day.

Mr. Allison Barton Rice

On Jul 17, 2018, at 12:04 AM, Allison Rice <allisonbartonrice@mac.com> wrote:

Dear Mr. Gast,

Thank you for your timely response.

As I mentioned, the letter I received indicating the lack of jurisdiction did not provide any specifics as to why there is a lack of jurisdiction.

Also, as I have previously mentioned, I am not particularly knowledgeable of the 'Fair Housing Act' details and/or parameters.

None the less, I believe that the 'Fair Housing Act' does have jurisdiction because:

1. I am covered by the 'Fair Housing Act' in two ways. I am disabled and I am a veteran. Additionally, I am a 100 percent service connected disabled veteran.
2. The 'Limited Equity Homeownership Program', and most specifically the contract, was created by a government entity and was administered by a government entity.
3. The two variances I sought are allowed by the contract with written permission. But the SF-MOHCD denied me such accommodation because it was not within or the "policy" of the program.
4. Yet, the Fair Housing Act mandates that reasonable accommodations are to be made for those covered by the Act. And, what I was seeking was absolutely reasonable. Further, I believe the SF-MOHCD refused because one of the variances (a rent paying roommate) would benefit me financially and they just could not get over that particular aspect.

I also wish to reiterate that throughout my participation / ownership of the BMR condominium (including the issues we are discussing) I was completely honest. Additionally, I did obtain verbal permission from the SFRA, not knowing at the time nor being advised by the SFRA (Ms. Edith Horner) that I needed it to be in writing.

Please forward or share what I written above with your supervisor.

In any case, I appreciate your and your agency's help. Please have a nice day.

Respectfully,
Mr. Allison Barton Rice

On Jul 16, 2018, at 10:42 PM, Gast, Jonathan P <Jonathan.Gast@hud.gov> wrote:

Dear Mr. Rice,

I received your voicemail messages regarding the lack of jurisdiction letter you received in the mail. My supervisor is reviewing the complaint based on your request for reconsideration, and a letter will be mailed to you shortly.

Best,

From: **Allison Rice** allisonbartonrice@mac.com
Subject: **Re: HUD Fair Housing Inquiry - 39335 - Allison Rice**
Date: July 26, 2018 at 12:27 PM
To: **Jonathan P Gast** Jonathan.Gast@hud.gov

EXHIBIT AA



RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast,

Thank you very much.

I perused the Fair Housing Act, I am not qualified to give an opinion, but I think the part that would or might apply to me is U.S. Code § 3604 (f)(3)(B).

The SFRA, then subsequently the MOHCD, did not counsel me as they should have. I was a participant in a program that they created and administered. In essence, I was a client of the SFRA and the MOHCD. I relied on them for guidance and help. The SFRA was mostly helpful, but the MOHCD was not. And, I was treated adversarially by the MOHCD which was wrong of them.

I believe the MOHCD should have granted the variances I was seeking. Not doing so violated my rights under the Fair Housing Act, I believe.

I hope to obtain help from your department (HUD) and resolve this issue in my favor.

Thank you for your and your department's help. Have a nice day.

Mr. Allison Barton Rice

On Jul 26, 2018, at 7:00 PM, Gast, Jonathan P <Jonathan.Gast@hud.gov> wrote:

Dear Mr. Rice,

I received your e-mail, and your request for reconsideration has been forwarded to the Region IX Director of FHEO. I will let you know as soon as a determination has been reached.

Best,

<image001.png>

Jonathan Gast
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity (FHEO)
U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104-4430

(415) 489-6557 Voice
(800) 347-3739 Toll free complaint hotline
(415) 489-6559 Fax
(415) 489-6564 TDD

Official U.S. Federal Government Communication - Confidentiality Notice

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<image002.jpg>

From: Allison Rice <allisonbartonrice@mac.com>
Sent: Wednesday, July 25, 2018 11:58 AM
To: Gast, Jonathan P <Jonathan.Gast@hud.gov>
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice

Dear Mr. Gast,

Today I received a letter from Mr. Paul E. Smith dated July 16, 2018.

His conclusion (I quote) is: "Because you did not establish a disability related need for the requested accommodations, this Office lacks jurisdiction under applicable federal fair housing laws."

First and foremost, I am making my utmost protest and my utmost request for an appeal of Mr. Smith's conclusion. Please advise as soon as possible as to how I officially file an appeal with your department.

Mr. Smith's letter contains errors and/or inaccuracies as to details of the parties involved and/or what did or did not transpire and/or how things transpired, etc., etc.

Regarding the MOHCD behavior to me - they 'stone-walled' me. I could not get beyond their absolute denial of my "disability related needs". Additionally, it is / was the MOHCD's responsibility to counsel me, as needed, for my benefit. Their position / behavior toward me was near completely adversarial. But, I digress from the most significant issue at this moment.

Mr. Smith indicates that your department "lacks jurisdiction" because of a decision on his part (apparently) that I "did not establish a disability related need ...", whereas I believed I had. In any case, I CAN establish "a disability related need".

Please advise as soon as possible just exactly what is needed by your department and/or Mr. Smith from me, and/or my primary care physician and/or other medical personnel and/or the Department of Veteran's Affairs, etc. to satisfactorily prove my "disability related needs" for the variances I was seeking - BTW, and again, the variances I was seeking were granted to me by the San Francisco

From: **Allison Rice** allisonbartonrice@mac.com
Subject: **Re: HUD Fair Housing Inquiry - 39335 - Allison Rice**
Date: **July 29, 2018 at 3:02 AM**
To: **Jonathan P Gast** Jonathan.Gast@hud.gov



EXHIBIT AA

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast,

Obviously, I am hoping the FHEO department will take my case and help me resolve what I believe is a significant injustice / wrong against me by the San Francisco Mayor's Office of Housing and Community Development.

I am disabled and I have a "disability related need" which I can substantiate.

Originally, I thought I was protected by the Americans With Disabilities Act because I am "disabled" and was ignorant of the Fair Housing Act.

The MOHCD communicated to me that the ADA did not apply. That was their only response. I don't know how else to say this but the MOHCD was absolutely adamant that I was not "protected".

Multiple times I asked the MOHCD what their legal basis was for that and/or why it did not apply. But, they never responded with an answer to that / those questions.

Again, multiple times I asked (and demanded) that they answer my question(s) about being protected by the ADA but they never provided any further answer and they absolutely did not provide any guidance or information that I was protected by the Fair Housing Act.

That is, they never advised me as they should have about the Fair Housing Act.

I was / am a "client" of the MOHCD. If that is not literally true, then my position as a participant in a program they administered made me tantamount to being a "client" of the MOHCD.

It was only after I proceeded to file an ADA complaint that I was redirected to the FHEO department and I then became aware / informed of the Fair Housing Act and my protections therein.

So, what I am striving to communicate to you and your department is that the MOHCD was negligent (intentionally so, in my opinion).

I am certain a violation(s) against me by the MOHCD occurred. I am certain that I can substantiate anything and everything that is needed to prove that.

So, I beg your department to afford me the opportunity to do so by communicating to me whatever is needed by your department from me, or the VA Medical Service, or the VA, etc. to prove my case.

Please forward this email to the Region IX Director and/or the decision makers of my case.

Thank you very much. Please have a nice day.

Mr. Allison Barton Rice

On Jul 26, 2018, at 7:00 PM, Gast, Jonathan P <Jonathan.Gast@hud.gov> wrote

Dear Mr. Rice,

I received your e-mail, and your request for reconsideration has been forwarded to the Region IX Director of FHEO. I will let you know as soon as a determination has been reached.

Best,

<image001.png>

Jonathan Gast
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity (FHEO)
U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104-4430

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<image002.jpg>

From: Allison Rice <allisonbartonrice@mac.com>
Sent: Wednesday, July 25, 2018 11:58 AM
To: Gast, Jonathan P <Jonathan.Gast@hud.gov>
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice

Dear Mr. Gast,

Today I received a letter from Mr. Paul E. Smith dated July 16, 2018.

His conclusion (I quote) is: "Because you did not establish a disability related need for the requested accommodations, this Office lacks jurisdiction under applicable federal fair housing laws."

First and foremost, I am making my utmost protest and my utmost request for an appeal of Mr. Smith's conclusion. Please advise as soon as possible as to how I officially file an appeal with your department.

From: Allison Rice allisonbartonrice@mac.com
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: August 27, 2018 at 8:41 AM
To: Jonathan P Gast Jonathan.Gast@hud.gov



EXHIBIT AA

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast,

As I'm sure you can imagine, my situation / issue(s) with the MOHCD and the LEHP (Limited Equity Homeownership Program) condominium I previously owned is almost constantly on my mind and in my thoughts.

I assume my case is still under consideration and I hope the following is helpful in propelling my situation / issue(s) to a conclusion that is favorable to me. I realize my additional words may be redundant and perhaps not necessary, for that I apologize.

As I mull over what transpired, I believe the key elements boil down to the following:

Regarding me

1. I am a 100 percent disabled veteran and I have / had a "disability related need" for a rent paying roommate (i.e. renting a portion thereof), which I can substantiate.
2. I am "protected" by the Fair Housing Act.

Regarding the MOHCD

1. I communicated to the MOHCD that the Americans With Disabilities act mandated that they provide accommodation(s) to me. They communicated to me that the ADA did not apply (which appears to be correct) and, thus, I was not "protected".
2. At no time nor in any way, shape, or form did the MOHCD communicate to me and/or acknowledge and/or advise me that I was "protected" by the Fair Housing Act. Nor was I knowledgeable of that fact until a later time.
3. The MOHCD communicated to me that they would never grant me "written permission" to "rent a portion thereof" of my LEHP condominium because it was not the "policy" nor within the "policy" of the Limited Equity Homeownership Program

Please note:

42 U.S. Code § 3604 - Discrimination in the sale or rental of housing and other prohibited practices

(f)(3) For purposes of this subsection, discrimination includes -

(A) ...

(B) a refusal to make reasonable accommodations in rules, *policies*, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or ...

(C) ...

Regarding "reasonable":

Providing me "written permission" for "renting a portion thereof" of my previously owned LEHP condominium would *not* have created any additional costs to any person or to any entity, including to my rent paying roommate (they would be paying rent somewhere). Nor would it have affected the integrity of the Limited Equity Homeownership Program.

It would have eased the housing crisis in San Francisco by at least one person (pretty much what the MOHCD is suppose to do).

The LEHP is an economic benefit program.

It would have been very beneficial and/or provided what I needed due to my disability.

It would have been in accordance with the Fair Housing Act.

Please forward this email to the Region IX Director and/or the decision makers of my case.

I thank you and the FHEO department for your consideration and help. Please have a nice day.

Sincerely,
Mr. Allison Barton Rice

On Jul 29, 2018, at 9:02 AM, Allison Rice <allisonbartonrice@mac.com> wrote:

Dear Mr. Gast,

Obviously, I am hoping the FHEO department will take my case and help me resolve what I believe is a significant injustice / wrong against me by the San Francisco Mayor's Office of Housing and Community Development.

I am disabled and I have a "disability related need" which I can substantiate.

Originally I thought I was protected by the Americans With Disabilities Act because I am "disabled" and was ignorant of the Fair Housing Act.

The MOHCD communicated to me that the ADA did not apply. That was their only response. I don't know how else to say this but the MOHCD was absolutely adamant that I was not "protected".

Multiple times I asked the MOHCD what their legal basis was for that and/or why it did not apply. But they never responded with an answer to that / those questions.

Again, multiple times I asked (and demanded) that they answer my question(s) about being protected by the ADA but they never provided any further answer and they absolutely did not provide any guidance or information that I was protected by the Fair Housing Act.

That is, they never advised me as they should have about the Fair Housing Act.

I was / am a "client" of the MOHCD. If that is not literally true, then my position as a participant in a program they administered made me tantamount to being a "client" of the MOHCD.

It was only after I proceeded to file an ADA complaint that I was redirected to the FHEO department and I then became aware / informed of the Fair Housing Act and my protections therein.

So, what I am striving to communicate to you and your department is that the MOHCD was negligent (intentionally so, in my opinion).

I am certain a violation(s) against me by the MOHCD occurred. I am certain that I can substantiate anything and everything that is needed to prove that.

So, I beg your department to afford me the opportunity to do so by communicating to me whatever is needed by your department from me, or the VA Medical Service or the VA, etc. to prove my case.

Please forward this email to the Region IX Director and/or the decision makers of my case.

Thank you very much. Please have a nice day.

Mr. Allison Barton Rice

From: Allison Rice allisonbartonrice@mac.com
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: August 30, 2018 at 5:48 PM
To: Jonathan P Gast Jonathan.Gast@hud.gov

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast,

Subsequent to the phone message I left for you earlier today, I opened and reviewed mail that has been waiting for me.

In this mail is 'The MOHCD Owners Bulletin ... Summer 2018' sent to me at my previous home located at 200 Brannan St., Apt. 316, San Francisco, CA 94107.

In previous communications I have sent to you and the FHEO department, I have asserted that I was a "client" of the MOHCD (either literally or by virtual of being a participant in a housing program which they administered).

For you and the FHEO departments information, most (if not all) of my communications to the MOHCD seeking information about being "protected" by the Americans with Disabilities Act (or in some other way, shape, or form) was with the following individuals:

Maria Benjamin - Director of Homeownership Programs at MOHCD
maria.benjamin@sfgov.org

Cissy Yin - Homeownership & Below Market Rate (HBMR) Compliance Manager MOHCD
cissy.yin@sfgov.org

Keith Nagayama - ??? a City Attorney for MOHCD (I believe)
keith.nagayama@sfgov.org

Melissa Borzoni - ??? MOHCD
melissa.borzoni@sfgov.org

Chandra Egan - ??? MOHCD
chandra.egan@sfgov.org

Despite my many requests (and demands) for information as to the legal basis and/or why I was not "protected" by the ADA, the MOHCD (including all of the aforementioned individuals) never answered that question and never provided any explanation as to why.

Additionally, with respect to being "protected" by the Fair Housing Act and/or the FHEO, the MOHCD (including all of the aforementioned individuals) never provided that information and/or any explanation of protections I have under the Fair Housing Act and/or the FHEO and/or otherwise.

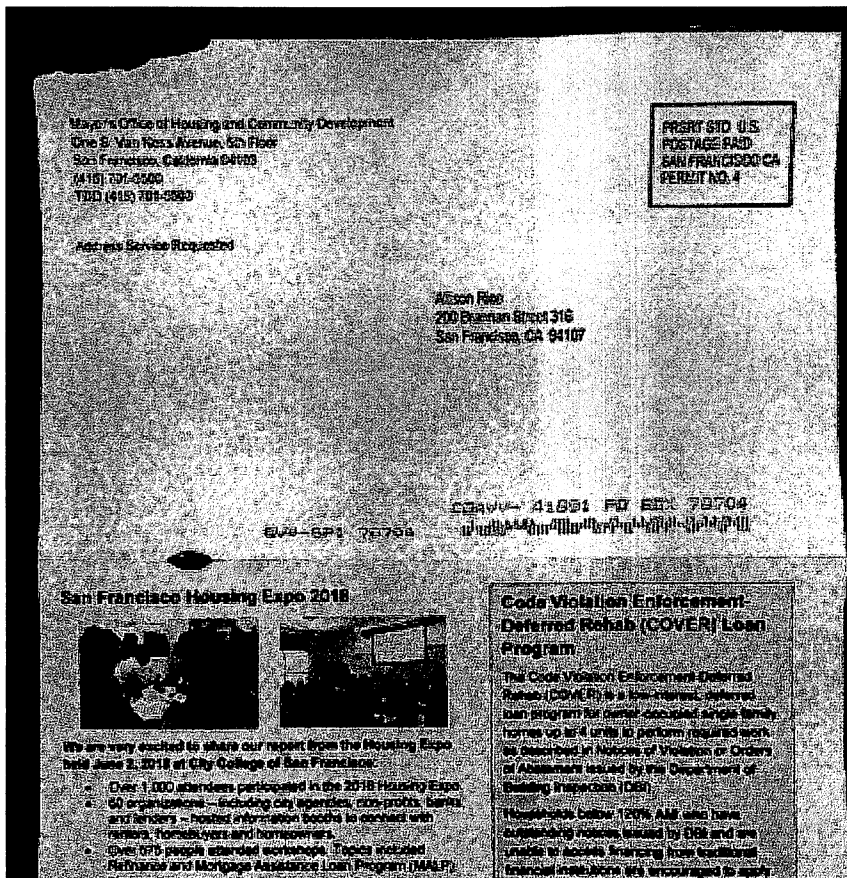
Attached to this email are two pdfs (front and back) of 'The MOHCD Owners Bulletin ... Summer 2018' which I submit as support of my assertion that the MOHCD is/was indeed an advisor to participants of the programs they administered.

Thus, they were negligent (intentionally so, in my opinion) in not advising me of my "protections" under the Fair Housing Act and/or the FHEO. This is in addition to being discriminatory against me in refusing to make "policy" accommodation(s) for the two variances I was seeking (both of which are/were allowed by my LEHP contract with "written permission").

Please add this to my case file and please forward this email to the Region IX Director and/or the decision makers of my case.

I thank you and the FHEO department for your consideration and help. Please have a nice day.

Sincerely,
Mr. Allison Barton Rice




RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

...counsel, legal experts, and participating law services to
be access to housing prevention services.
Find event phone here: <http://bit.ly/HousingExpo2018>

Thank you for making the San Francisco Housing Expo 2018 a
success! And we hope to see you next year!

Please visit our website
for more information:
www.sfhousingexpo.com



Mayor's Office
and Community Development

Landon H. Broad, Mayor
Kara Hartley, Director

The MOHCD Owners Bulletin Summer 2018

It's a Relationship

In our last newsletter, we shared tips about how to navigate your Homeowners' Association (HOA). Living among neighbors and sharing an interest in your investments isn't always as simple as it sounds and conflict can arise.

A working, healthy relationship with your neighbors and Homeowners' Association depends on honest, direct communication, and a focus on mutual concerns and interests. It need be no such thing. Even when relations are poor, respectful, clear communication practices can resolve problems and avoid crisis. Good communication with your neighbors can only help keep your home safe but also ensure you are well prepared for emergencies.

These steps will help you develop a constructive relationship with your neighbors, and Homeowners' Association, and protect you at the same time:

Connect - Get to know your neighbors and the Board of your HOA. Involve them over for advice and have a conversation with the agents. Tell them about yourself.

Avoid text messages - Texting is a great way to make a subtle date with the manager. Texts should not be used to communicate important or complicated messages.

Report - If you have a problem at home that affects the whole or a large part of the building, attend your HOA meeting and tell talk about it. If you cannot attend, please call or write your HOA as soon as possible. If you have an emergency that will make your next HOA payment late, contact the HOA immediately. Follow up with an email confirming the conversation and what actions both of you will take. If the problem is serious, print out the email and keep it for your records in case you ever have to go to court.

Keep it civil - No matter how you feel, action and verbal expressions should be polite and professional. Whether you are in dispute with a neighbor or if the HOA is involved, write a polite note. The other party will notice the positive tone.

San Francisco Bar Association Conflict Intervention Service is Affordable Housing can help you communicate effectively. We offer coaching, mediation, counseling, and mediation. Learn more about us here: www.sfbarsa.org. Or visit our online mediation portal: www.sfbarsa.org.

Is It Time to Give Your Homeowners Insurance Policy a Checkup?

The number one reason people need to review their homeowner's insurance policy is that circumstances change and you could possibly be underinsured or paying too much. If you would rather do a spring cleanup through your insurance policy, here are a few things to consider:

- You have more assets. Maybe you looked at your home insurance (the value you furnished your new home and) furniture from Italy and Florida. Now, you have new sofas and a dining room table purchased at a furniture store and you replaced the TV for a 60-inch set. It could be time to discuss these upgrades with your insurance agent.
- You may decide it is time to bundle. If you have two or more different policies with two different carriers, you might want to consider bundling your policies. That is, have your homeowners and car insurance with one company. For example, you can often get discounts on policies when you them bundle.
- Verify additional insureds in all policies. If you have refinanced your mortgage or changed to a new insurance contract, verify that the lender (or your new mortgage lender and the Mayor's Office of Housing and Community Development) is listed as an additional insured in all policies. For more information on homeowners insurance, contact your insurance agent or Homeownership Center's past purchase counseling appointment 415-262-3404 or phs@moehd.org.

Reminder for HOA Homeowners

Homeowners' Association (HOA) fees are a significant part of the cost of owning a home. HOA fees are used to maintain and improve the common areas of the community.

On Aug 27, 2018, at 8:41 AM, Allison Rice <allisonbartonrice@mac.com> wrote:

Dear Mr. Gast,

As I'm sure you can imagine, my situation / issue(s) with the MOHCD and the LEHP (Limited Equity Homeownership Program) condominium I previously owned is almost constantly on my mind and in my thoughts.

I assume my case is still under consideration and I hope the following is helpful in propelling my situation / issue(s) to a conclusion that is favorable to me. I realize my additional words may be redundant and perhaps not necessary, for that I apologize.

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Regarding me

- 1 I am a 100 percent disabled veteran and I have / had a "disability related need" for a rent paying roommate (i.e. renting a portion thereof), which I can substantiate
- 2 I am "protected" by the Fair Housing Act.

Regarding the MOHCD



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity – Region IX
One Sansome Street, Suite 1200
San Francisco, California 94104-4430
Voice: (800) 347-3739 (415) 489-6524
TTY: (415) 489-6564 Fax: (415) 489-6580
www.hud.gov
espanol.hud.gov

August 24, 2018

Allison Barton Rice
700 Lavaca #1400-90978
Austin, TX 78701

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Complainant:

Subject: Housing Discrimination Inquiry
Rice, Allison v. San Francisco Mayor's Office of Housing and Community Development
HUD Inquiry No. 555098

This is in response to your second request to reconsider our decision not to accept jurisdiction over the above Inquiry. This claim has been administratively closed for lack of jurisdiction because federal fair housing laws do not cover the subject matter of the alleged discrimination.

On July 3, 2018, we originally determined that there is no basis to assert jurisdiction over your inquiry, and sent you a letter informing you of this decision. You disagreed with our decision and a second analysis of your inquiry was conducted. A subsequent letter was sent to you on July 16, 2018, which explained in greater detail why we lack jurisdiction over your allegations. Please see the enclosed copy of that letter. You have continued to contact this office after this letter was sent.

While we have been responsive to your numerous phone calls, letters, and emails regarding your situation, we cannot offer you the assistance you seek and will no longer respond to any further calls or correspondence on this matter.

This administrative closure does not represent a judgment upon the merits of the allegations contained in the claim.

The Fair Housing Act provides that, notwithstanding this action by the Department, a complainant may file a civil action in an appropriate United States District Court, or a State Court, no later than two (2) years after the occurrence or the termination of the alleged discriminatory housing practice(s). The computation of this two-year period does not include the time during which an administrative proceeding was pending with the Department with respect to a complaint or charge under the Fair Housing Act.

Sincerely,

by Anné Quesada
Director, Region IX
Office of Fair Housing and
Equal Opportunity

Enclosure: Letter of July 16, 2018

From: **Allison Rice** allisonbartonrice@mac.com
Subject: **Re: HUD Fair Housing Inquiry - 39335 - Allison Rice**
Date: **September 7, 2018 at 7:33 AM**
To: **Jonathan P Gast** Jonathan.Gast@hud.gov



EXHIBIT AA

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast and Office of Fair Housing and Equal Opportunity and Region IX Director:

I am in receipt of the FHEO 3rd. response letter to my complaint against the San Francisco Mayor's Office of Housing and Community Development. And, once again, I protest and appeal the FHEO response that the issue(s) of my complaint are not within the jurisdiction of the FHEO department.

The FHEO 3rd. response is nothing more than a repeat of the 1st. response. In the FHEO 2nd. response the reason given for the lack of jurisdiction is (I quote) "Because you did not establish a disability related need for the requested accommodations, this Office lacks jurisdiction under applicable federal fair housing laws."

I do have a "disability related need" and the letter from my primary care physician to the MOHCD did establish a "disability related need". The exact words of that letter were meant to be strong enough for that purpose. If they were not, then whatever the exact words needed to be would have easily been obtained.

I thought I was covered and/or protected by the Americans with Disabilities Act, which may or may not be the case - I don't know.

I repeatedly requested and even demanded that the MOHCD communicate to me their legal basis for saying the ADA did not apply.

The MOHCD never responded with information as to why the ADA did not apply. Additionally, they did not respond with information about the FHA. Nor, did they respond with information about the specific needs to establish a "disability related need" - which, again, I have.

Clearly, the MOHCD should have responded to the specifics of what was needed from me and/or the VA Medical Department (my primary care physician or other personnel) and/or the Veterans Administration and/or whatever else. But, they did not - intentionally so, in my opinion.

The MOHCD had a single narrative, from which they never varied, regarding my "disability related need" of the primary variance I needed and that narrative was "no". And, again, without explanation - which was wrong and/or erroneous. Furthermore, the MOHCD treated me adversarially when they should have treated me with respect and assisted me as needed be. But, and again, they did not - intentionally so, in my opinion.

Additionally, the primary variance I needed (written permission to rent a portion thereof of my apartment) was absolutely reasonable and was the only solution that worked 100 percent across the board. Any and every other solution was flawed in a number of ways. And, I had no other satisfactory solution available (i.e. I did not have any person or persons or other resource available to "cure" my alone and lonely home situation).

It is my contention that the MOHCD was negligent to the extent that they violated protections and/or rights that cover me as a disabled veteran.

It is my contention that this case is within the jurisdiction of the Fair Housing laws and, thus, within the jurisdiction of the FHEO department. I reiterate, I do have a "disability related need" and the letter from my primary care physician to the MOHCD did establish a "disability related need". It was the MOHCD that gave no response to my "disability related need" (i.e. I did my part, the MOHCD did not do their part).

I am a 100 percent service connected disabled veteran and I deserve the utmost respect and assistance that the FHEO department can provide.

Please be so kind as to advise me as to what I should do and/or what is needed from me and/or the VA Medical Department (my primary care physician or other personnel) and/or the Veterans Administration and/or whatever else is needed so I can proceed in my complaint against the MOHCD.

Mr. Gast, please forward this email to the Region IX director and/or any and all others that should be advised and/or could help me in this matter.

Thank you.

Sincerely,
Mr. Allison Barton Rice

On Aug 30, 2018, at 7:18 PM, Gast, Jonathan P <Jonathan.Gast@hud.gov> wrote:

Dear Mr. Rice,

Thank you for your e-mail. Please let me know if you do not receive a letter from us within a week from today.

Best,

<image001.png>

Jonathan Gast
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity (FHEO)
U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104-4430

(415) 489-6557 Voice
(800) 347-3739 Toll free complaint hotline
(415) 489-6559 Fax
(415) 489-6564 TDD

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<image002.jpg>

From: Allison Rice <allisonbartonrice@mac.com>
Sent: Thursday, August 30, 2018 3:49 PM
To: Gast, Jonathan P <Jonathan.Gast@hud.gov>
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice

Dear Mr. Gast,

Subsequent to the phone message I left for you earlier today, I opened and reviewed mail that has been waiting for me.

In this mail is 'The MOHCD Owners Bulletin ... Summer 2018' sent to me at my previous home located at 200 Brannan St., Apt. 316, San Francisco, CA 94107.

In previous communications I have sent to you and the FHEO department, I have asserted that I was a "client" of the MOHCD (either literally or by virtual of being a participant in a housing program which they administered).

For you and the FHEO departments information, most (if not all) of my communications to the MOHCD seeking information about being "protected" by the Americans with Disabilities Act (or in some other way, shape, or form) was with the following individuals:

Maria Benjamin - Director of Homeownership Programs at MOHCD
maria.benjamin@sfgov.org

Cissy Yin - Homeownership & Below Market Rate (HBMR) Compliance Manager MOHCD
cissy.yin@sfgov.org

From: Allison Rice allisonbartonrice@mac.com
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: September 7, 2018 at 7:52 AM
To: Jonathan P Gast Jonathan.Gast@hud.gov

EXHIBIT AA



RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast and Office of Fair Housing and Equal Opportunity and Region IX Director:

I wish to reiterate a particular point:

Throughout every aspect of my connection to the BMR condominium I previously owned and with respect to the contract involved, and especially with regards to my interactions with the MOHCD:

I did my part, the MOHCD did not do their part.

Thank you,
Mr. Allison Barton Rice

On Sep 7 2018 at 7:33 AM Allison Rice <allisonbartonrice@mac.com> wrote

Dear Mr. Gast and Office of Fair Housing and Equal Opportunity and Region IX Director:

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I am a 100 percent service connected disabled veteran and I deserve the utmost respect and assistance that the FHEO department can provide.

Please be so kind as to advise me as to what I should do and/or what is needed from me and/or the VA Medical Department (my primary care physician or other personnel) and/or the Veterans Administration and/or whatever else is needed so I can proceed in my complaint against the MOHCD.

Mr. Gast, please forward this email to the Region IX director and/or any and all others that should be advised and/or could help me in this matter.

Thank you.

Sincerely,
Mr. Allison Barton Rice

On Aug 30 2018 at 7:18 PM Gast, Jonathan P <Jonathan.Gast@hud.gov> wrote

Dear Mr. Rice,

Thank you for your e-mail. Please let me know if you do not receive a letter from us within a week from today.

Best,

<image001.png>

Jonathan Gast
Equal Opportunity Specialist
Office of Fair Housing and Equal Opportunity (FHEO)
U.S. Department of Housing and Urban Development
One Sansome Street, Suite 1200
San Francisco, California 94104-4430

(415) 489-6557 Voice
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<image002.jpg>

From: Allison Rice <allisonbartonrice@mac.com>
Sent: Thursday, August 30, 2018 3:49 PM
To: Gast, Jonathan P <Jonathan.Gast@hud.gov>
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice

Dear Mr. Gast,

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In previous communications I have sent to you and the FHEO department, I have asserted that I was a "client" of the MOHCD (either literally or by virtual of being

From: Allison Rice allisonbartonrice@mac.com
Subject: Re: HUD Fair Housing Inquiry - 39335 - Allison Rice
Date: September 13, 2018 at 4:33 AM
To: Jonathan P Gast Jonathan.Gast@hud.gov



EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Dear Mr. Gast and Office of Fair Housing and Equal Opportunity and Region IX Director,

Please know that in no way shape or form do I have any desire to waste the time and/or resources of the FHEO department.

I am an extremely single man of 64 years of age. I have very limited wherewithal, financially and otherwise. I desperately need the help of the FHEO department.

Please, I beg you to reconsider my case.

I am dumbfounded by the MOHCD treatment of me (a 100 percent service connected disabled veteran).

In particular, the MOHCD gave no recognition to my disability nor my "disability related need" (which I clearly established).

I am absolutely certain that the MOHCD violated my rights and/or protections I have under the FHA. And, I can prove it (I have all the necessary documentation).

The MOHCD's only response to my disability:

"We have received the September 19, 2017 letter provided by your primary care physician."

This sentence is contained in the MOHCD's 'Action Required' letter to me dated October 26, 2017.

To the best of my knowledge and after review of the communications - nowhere in any of the communications I received from the MOHCD did they acknowledge or even reference my disability. Even though I brought it to their attention several times.

Please note the following excerpt from my primary care physician's letter to the MOHCD:

"Thanks to his careful and attentive self-care practices he has been able to live independently and with good health for some time. The most significant factor supporting his mental health is the maintenance of a stable home environment. Disruptions to this have a high risk of triggering severe recurrent mental illness.

Mr. Rice has explained to me that he has had roommates in the past and that it was significantly helpful and beneficial for his mental health with respect to isolation and loneliness.

Similarly, Mr. Rice's ability to travel and visit new environments is **necessary** to maintain his mental health. This mobility minimizes isolation and is only possible if he can be confident and feel secure in maintaining his home."

I thought I was protected by the ADA in this situation (maybe I am), none the less, the MOHCD never offered any explanation as to why the ADA is not applicable even though I repeatedly asked them for an explanation as to why.

Likely of more importance, the MOHCD never advised or offered any guidance to me about protections under the FHA, which I believe was intentional on their part. Remember, this is the Mayor's office of **Housing** and Community Development, how could they not know about the FHA? And, why would they not communicate information about the FHA to me?

Regarding the primary point of contention between myself and the MOHCD: As I mentioned in previous communications, having a rent paying roommate (i.e. renting a portion thereof) is/was the only (I repeat, the only) solution available to me that worked 100 percent in all aspects and it is/was, without question, the most reasonable of any and all possible solutions available to me. Additionally, it is/was allowed by my contract (with written permission).

Again, I am an extremely single man of 64 years of age. I have very limited wherewithal, financially and otherwise. I desperately need the help of the FHEO department.

Please, I beg you to reconsider my case.

Mr. Gast, please forward this email to the Region IX director and/or any and all others that should be advised and/or could help me in this matter.

Thank you.

Sincerely,
Mr. Allison Barton Rice

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

September 26, 2018

Mr. Allison Barton Rice
700 Lavaca #1400-90978
Austin, TX 78701

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Re: Housing Discrimination Inquiry.
Rice, Allison v. San Francisco Mayor's Office of Housing and Community Development.
HUD Inquiry No. 555098

Dear FHEO Director,

I am writing to you to appeal the decision of the San Francisco FHEO office regarding my complaint against the San Francisco Mayor's Office of Housing and Community Development (MOHCD).

That decision was "This claim has been closed for lack of jurisdiction because federal fair housing laws do not cover the subject matter and/or bases of the alleged discrimination."

I requested an explanation and in the second letter I received they wrote "Because you did not establish a disability related need for the requested accommodations, this Office lacks jurisdiction under applicable federal fair housing laws.". And, their decision was reiterated in a third letter.

I am certain their decision is incorrect, likely because something got lost in translation and/or in the communications between myself and the San Francisco FHEO office.

I am a 100 percent service connected disabled veteran for psychiatric reasons. I am an extremely single man of 64 years of age. I have very limited wherewithal, financially and otherwise. I desperately need the help of the FHEO department.

Please bear with me.

The MOHCD acted in violation of the FHA which harmed and injured me.

Specifically:

42 U.S. Code § 3604 - Discrimination in the sale or rental of housing and other prohibited practices

(f)(3) For purposes of this subsection, discrimination includes -

(A) ...

(B) a refusal to make reasonable accommodations in rules, **policies**, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to **use and enjoy** a dwelling; or ...

(C) ...

EXHIBIT AA

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

The situation came down to a single point of contention between myself and the MOHCD.

I owned a Below Market Rate condominium (BMR) in a program called the 'Limited Equity Homeownership Program', which is currently administered by the MOHCD. This program has restrictions, etc. as dictated by a contract. The contract allows for certain variances with written permission. I was seeking a variance to "rent a portion thereof" of my apartment so as to have a roommate which was a "disability related need" to help me cope with being alone and lonely. Thus, affording me equal opportunity to use and enjoy my dwelling.

The way the MOHCD acted in violation of the FHA is as follows:

The MOHCD communicated to me that the variance I was seeking was "not the policy" or "in the policy" of the program (contrary to the contract, in my opinion).

The MOHCD's only response to my "disability related need" was:

"We have received the September 19, 2017 letter provided by your primary care physician."

This sentence is contained in the MOHCD's 'Action Required' letter to me dated October 26, 2017, and nothing further was said of it.

To the best of my knowledge and after review of the communications - nowhere in any of the communications I received from the MOHCD did they acknowledge or even reference my "disability related need". Even though I brought it to their attention several times.

Likewise, I have no memory or knowledge of the MOHCD ever acknowledging my status as a 100 percent service connected disabled veteran. Which I brought to their attention several times.

The situation boils down to this, the MOHCD never acknowledged my "disability related need" and never acknowledged my 100 percent service connected disabled veteran status. Thus, denying me the establishment of my "disability related need" and denying the protections afforded to me by the Fair Housing Act.

Hence, the MOHCD had one answer and only one answer to my request for written permission for a variance to allow me to rent a portion thereof of my apartment. That answer was "no" and they never varied from that despite my utmost efforts to communicate my "disability related need" and my 100 percent service connected disabled veteran status to them.

Additionally, the MOHCD was generally and exceptionally unresponsive.

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

I am dumbfounded by the MOHCD treatment of me (a 100 percent service connected disabled veteran). At the time I was at my wits end as to what to do and I was deteriorating psychologically. So, under protest (which I communicated to the MOHCD), I sold my BMR condominium.

I have very limited wherewithal, financially and otherwise. I desperately need the help of the FHEO department.

I am certain a violation of the FHA against me by the MOHCD occurred. I can substantiate everything I am saying and provide any and all documentation as needed. Additionally, any and all documentation needed from the Veterans Administration and/or the VA Medical Service can be readily obtained.

There has been quite a bit of communications of my situation and there are more details. None the less, I have made a best effort in what I have written in this letter to be succinct, factual, lucid, and to the point.

Attached to this letter are print outs of my previous communications with the San Francisco FHEO office.

I greatly appreciate your time and consideration.

Sincerely,

Mr. Allison Barton Rice



OFFICE OF FAIR HOUSING
AND EQUAL OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-2000

NOV 14 2018

EXHIBIT AA

Mr. Allison Barton Rice
#1400-90978
700 Lavaca Street
Austin, TX 78701

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

SUBJECT: Request for Jurisdiction Review
HUD Inquiry Number: 555098
HUD Inquiry Name: Rice v. San Francisco Mayor's Office
of Housing and Community Development

Dear Mr. Rice:

This responds to your request for a review of the administrative closure of the above-referenced inquiry by the Department's Region IX Office of Fair Housing and Equal Opportunity (FHEO) in San Francisco, California. FHEO administratively closed the inquiry on July 3, 2018, citing lack of jurisdiction. FHEO determined that the subject matter of your claim was not covered under the Fair Housing Act (the Act).

Subsequent to the administrative closure of your inquiry, you repeatedly called and wrote to the Region IX FHEO Office, expressing dissatisfaction with its decision. In response, that Office issued you a second letter dated July 16, 2018 (see enclosed), explaining in detail why your claim was not jurisdictional under the Act.

In your inquiry, you indicated that you were a participant of the Limited Equity Homeownership Program (LEP) administered by the San Francisco Mayor's Office of Housing and Community Development (MOHCD). In February 2012, the MOHCD assumed responsibility for all housing programs formerly administered by the now dissolved San Francisco Redevelopment Agency (SFRA), through which you were able to purchase a Below Market Rate (BMR) condominium unit by lottery in October 2004.

You alleged that the MOHCD maintains a policy, as part of the LEP, that leasing any portion of a BMR unit requires the MOHCD's prior written consent and that a temporary lease of up to 12 months may be granted in circumstances where the household is forced to temporarily relocate due to employment requirements or where the household is temporarily experiencing financial hardship. The MOHCD also requires that you use the property as your primary residence, defined as living in the property for 10 months out of the year, and plans to travel for more than 2 months during the year must first receive written approval from the MOHCD.

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

You stated that in October 2017, you requested that the MOHCD allow you to travel unrestricted for 6 months out of the year and to allow you to rent your home to roommates, as a reasonable accommodation for your mental disabilities. In support of your request, you provided a letter from your doctor, dated September 19, 2017, which states, in part:

"Thanks to his careful and attentive self-care practice he [Allison Barton Rice] has been able to live independently and with good health for some time. The most significant factor supporting his mental health is the maintenance of a stable home environment. Mr. Rice has explained to me that he has had roommates in the past and that it was significantly helpful and beneficial for his mental health with respect to isolation and loneliness. Similarly, Mr. Rice's ability to travel and visit new environments is necessary to maintain his mental health. For Mr. Rice's mental health...I strongly recommend from a medical perspective that his request to have roommates and to be allowed travel be approved."

By letter dated October 26, 2017, the MOHCD advised you that you may have roommates at the subject property, without charging rent, and that you may travel as long as you continue to use the property as your primary residence. However, if you plan to travel more than 2 months during a calendar year, you must request and receive permission from the MOHCD to do so. You were also informed that you did not qualify for a financial hardship exemption based on a review of your financial records.

In an email dated November 1, 2017, the MOHCD also explained to you that the LEP was created to provide affordable housing for low- and moderate-income households. Additionally, BMR units were a valuable and scarce resource in San Francisco, and therefore, subject to specific use restrictions on occupancy and leasing, as mandated in the Declaration of Restrictions (Declaration). These restrictions were implemented to prevent participants from abusing the program for monetary gain. You were aware of these restrictions when you signed and acknowledged the terms and conditions of the Declaration on September 23, 2004.

In processing fair housing claims, HUD must verify its authority (jurisdiction) to investigate a complainant's allegations. Jurisdiction consists of the following required elements: (1) the complainant is a person who has been, or is about to be, injured by a discriminatory housing practice (standing); (2) the respondent is a person who is liable (covered) under the Act; (3) the Act applies to (covers) the dwelling and/or housing-related transaction described in the complaint; (4) the alleged discriminatory practice or conduct is prohibited under sections 804, 805, 806, or 818 of the Act (subject matter); and (5) the complaint was filed with HUD in a timely manner (one-year statute of limitations). If one or more of these elements is absent, HUD lacks authority to investigate the complaint under the Act.

After reviewing your allegations and supporting information, I have determined that the above-referenced inquiry does not meet the jurisdictional requirements of the Fair Housing Act because you lack standing to file the claim. Specifically, you failed to demonstrate that you were injured due to the alleged actions of the MOHCD.

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Your doctor's letter, as written, recommended that you have roommates to support your mental health. However, your doctor did not recommend that you rent your unit to roommates. Nevertheless, the MOHCD did not prevent you from having a roommate at your home, so long as you did not charge rent in accordance with LEP rules. You then pointed out that your income derived from your VA disability compensation and Social Security Disability insurance, and therefore, rather limited. Based on this, it appears that your request for a paying roommate was to benefit your financial status, not your disabilities.

With respect to travel, your doctor's letter, as written, stated that your ability to travel was necessary for your mental health. However, she did not state that it was necessary for you to travel 6 months at a time. Again, the MOHCD did not prohibit you from traveling. The ability to travel and have roommates were already permitted under the existing program rules. Additionally, the MOHCD has taken no action that was inconsistent with your physician's recommendations. Therefore, you have not established that you have been injured.

Moreover, your physician's statements about your ability to live independently for some time as well as maintaining a stable home environment as the most significant factor in supporting your mental health, directly contradict your purported need for a roommate and unrestricted travel, respectively. At the time of your inquiry, you also informed HUD that you were traveling in Europe, but primarily staying in Budapest, Hungary, which also conflicts with your doctor's statement that having a stable home environment was the most important factor in sustaining your mental health.

You also alleged that as a result of the MOHCD's denial of your reasonable accommodation requests, you were forced to sell your BMR unit, which sold in May 2018. However, in your correspondence of September 26, 2018 to FHEO Headquarters; your email of July 8, 2018 to the Intake Analyst in the Region IX FHEO Office; and in your inquiry, you stated that you sold your condominium "under protest" and that you had expressed as much to the MOHCD.

Furthermore, you claimed that you had been seeking a variance regarding the leasing of your condominium and the ability to travel unrestricted since August 2015 from various officials who were formerly employed by the SFRA. However, in your email communications to these individuals, there was no mention of your need for these variances as a reasonable accommodation for your mental disabilities. Then, more than two years later, in October 2017, you again sought the variances from the MOHCD when you attempted to refinance your mortgage and the MOHCD learned that you had a tenant renting your unit. While this in itself is not a factor in determining jurisdiction regarding your standing, it raises serious questions as to why you did not initially contact the MOHCD in 2015 about these variances and why you waited more than two years to obtain them if they were vital to your mental health.

Based on my review of the intake file and all the information submitted, I conclude that the administrative closure of this inquiry for lack of Fair Housing Act jurisdiction is appropriate because you do not have standing to file the claim. That is, you failed to establish an injury. Please be advised that the Department's regulations do not provide for additional administrative proceedings after a decision has been issued pursuant to a jurisdiction review. Accordingly, the Department will take no further action with respect to this matter.

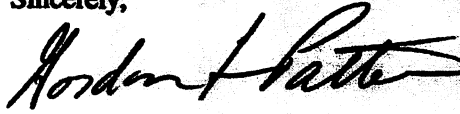
EXHIBIT AA

4

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Notwithstanding HUD's administrative closure of this inquiry, under Section 813(a) of the Act, the complainant may file a civil lawsuit in an appropriate federal district court or state court within two (2) years of the date on which the alleged discriminatory housing practice occurred or terminated.

Sincerely,



**Gordon F. Patterson
Acting Director
Enforcement Support Division**

Enclosure

December 10, 2018

EXHIBIT AA

RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Mr. Allison Barton Rice
700 Lavaca #1400-90978
Austin, TX 78701

Mr. Gordon F. Patterson, Acting Director - Enforcement Support Division
Office of the Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Washington, D.C. 20410-2000

SUBJECT: Request for Jurisdiction Review
HUD Inquiry Number: 555098
HUD Inquiry Name: Rice v. San Francisco Mayor's Office of Housing and Community Development

Dear Mr. Patterson,

On September 26, 2018, I mailed a letter to you to appeal the decision of the San Francisco FHEO office regarding my complaint against the San Francisco Mayor's Office of Housing and Community Development (MOHCD).

On November 23, 2018 I received your letter of response dated November 14, 2018.

I am very grateful that you took the time to read my letter and significantly contemplate my complaint. And, your response was thorough, enlightening, and very informative for me. Thank you very, very much.

In my letter to you, I wrote: "I am certain a violation of the FHA against me by the MOHCD occurred."

From the information and guidance in your letter to me, I am now absolutely and completely certain "... a violation of the FHA against me by the MOHCD occurred."

Also, I wrote: "... something got lost in translation and/or in the communications between myself and the San Francisco FHEO office."

Clearly, I have been too verbose, communicated a variety of superfluous, moot, and/or irrelevant information, and I failed to be succinct with the relevant facts - which I hope to correct with this letter.

My complaint against the MOHCD is in regard to a single point - they refused to provide me a policy accommodation for my disability related need to rent a portion thereof of my BMR condominium in violation of the Fair Housing Act.

In any case, I am 100 percent certain my FHA related complaint is valid and I desperately need the help of your department to pursue and obtain appropriate resolution.

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Regarding my complaint, Required Elements to establish HUD Jurisdiction:

1. (Standing): Due to the actions of the MOHCD, I lost (surrendered, i.e. sold under protest) my home of 14+ years. My home was a Below Market Rate condominium of 1,050 square feet located in a nice neighborhood of San Francisco, CA and it has a market value upwards of \$1,000,000.00 that I enjoyed through possession and which I will not be able to replace.

Because of logistical limitations in the process of moving, I sold a number of items of personal property for much less than their value (actual, and/or what would otherwise be of use to me), and I gave many items away. Both, a monetary loss to me.

At my expense and trouble, I transported the remainder of my personal property to Austin Texas in my 2008 Ford F-150 pickup truck and put it into storage (including my truck).

Regarding personal injury - I have a very serious emotional / mental / psychological condition and it is severe in my case. Mental illness is poorly understood in our society. And, for those that suffer a mental illness, it can be and usually is a very painful condition. For me, it is and has been very painful.

Likely the most painful facet of my mental illness is the loneliness. Isolation (i.e. being alone) severely exacerbates my loneliness. Whereas, being in the company of others (especially acquaintances and/or friends) provides significant relief and comfort from the pain and anxiety associated with loneliness and it is conducive for good mental health.

In the latter part of 2008, I received "verbal" permission to have a roommate (i.e. to rent a portion thereof) from Ms. Edith Horner of the San Francisco Redevelopment Agency (predecessor to the MOHCD). She did not advise me otherwise nor at the time did I realize the contractual requirement for it to be in writing. (This may be a moot or irrelevant point.)

Subsequently, by having a roommate, my BMR condominium became much more of a "home" to me and I enjoyed a significant improvement to my mental health. Including relief and comfort from the pain and anxiety associated with loneliness.

Briefly, a renting roommate situation works. A living for free roommate situation does not work. I tried it and I tried other "arrangements" (only after obtaining permission). None of the free or "arrangement" situations worked in my situation. I was always respectful, considerate, fair, and nice. Those involved all became resentful because, apparently and in my opinion, it is not a "level playing field". However, a regular / normal renting situation (fair and square level playing field) worked and it worked very well in my situation. (This may be a moot or irrelevant point.)

When the MOHCD denied to extend or provide the policy accommodation I received from the SFRA, and forced me to terminate the then existing roommate situation I enjoyed, my BMR condominium then became not a home but a vacant space of lonely existence and my emotional / mental / psychological health began to decline. Living alone and lonely with the likelihood of it never to be otherwise while under the control of the MOHCD became unbearable and the only option I could see was to "escape" by selling and leaving.

Experiencing several months of failing to "get through" to the MOHCD, their adamant refusal to grant me a policy accommodation, their adversarial treatment of me, and the unjust loss of my "home" at the hands of those who are suppose to provide accurate guidance and help me has left me emotionally / mentally / psychologically devastated and decimated. From the beginning, this ordeal has been and continues to be very agonizing for me. I have not yet found closure, healing remains elusive, and I have yet to recover.

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Publicly, I'm doing my best to maintain a brave face in my communications and contacts. However, the negative affect of this ordeal has diminished my confidence and reduced my interpersonal skills. Thus, I find myself more socially isolated.

Privately, this ordeal and the loss of my "home" has torn me apart. My life and my world fell apart. My "home" provided security and gave me some purpose and meaning as well as standing in the community. And, very importantly, I was part of a community with many acquaintances that gave me a sense of belonging and stability.

Without question, what I speak of is and has been extremely stressful to me. Especially the selling and leaving of my home of 14+ years.

I have since being traveling with no real purpose but to entertain and distract myself from my mental disturbances (primarily an effort to cope with the stress from that which is my complaint). I have shelter, but I am homeless in my feelings. My "home" and all that it provided me was taken away by actions of the MOHCD.

Without being more verbose and/or simply rambling on, I am at a loss as how to more accurately and appropriately describe and explain my injuries that are a direct result of the actions of the MOHCD.

To be clear and certain, had the MOHCD provided me a policy accommodation for my disability related need to rent a portion thereof of my BMR condominium, I would not have sold it and I would not have had the emotional / mental / psychological pain and suffering, as well as the stress, that I strive to accurately and appropriately describe and explain.

To be sure, the emotional / mental / psychological pain and suffering is real and significant.

2. (Covered): I have been adjudicated by the United States Veterans Administration to be a 100 percent service connected disabled person. For the record, I have suffered my disability for the overwhelming majority of my adult life. My disabled status started in December of 1977 while on active duty with the United States Navy, from which I was "medically retired".

Additionally, my disability substantially limits and/or has been detrimental to all of my major life activities. Without question, I am "handicapped" and/or "disabled"

FHA - Sec. 802 Definitions As used in this subchapter -

(h) "Handicap" means, with respect to a person -

- (1) a physical or mental impairment which substantially limits one or more of such person's major life activities,
- (2) a record of having such an impairment, or
- (3) being regarded as having such an impairment, (the rest is not applicable to me) ...

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

3. (Covers): I obtained my Below Market Rate condominium via a 'Limited Equity Homeownership Program' from the San Francisco Redevelopment Agency in 2004, close of escrow was October 25th 2004.

FHA - Sec. 803. Effective dates of certain prohibitions

(a) Subject to the provisions of subsection (b) of this section and section 807 of this title, the prohibitions against discrimination in the sale or rental of housing set forth in section 804 of this title shall apply:

(1) Upon enactment of this subchapter, to -

(D) dwellings provided by the development or the redevelopment of real property purchased, rented, or otherwise obtained from a State or local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under loan or grant contracts entered into after November 20, 1962.

4. (Subject Matter): The MOHCD's discriminatory practice or conduct which injured me is prohibited under the following sections of the Fair Housing Act:

Please note, the LEHP Declaration of Resale Restrictions and Option to Purchase Agreement allows the owner (me) to rent a "... portion thereof" provided the owner (me) obtains "... Agency's prior written consent."

Additionally, in review of the written communications & to the best of my knowledge & to the best of my memory, the MOHCD never acknowledged my handicapped / disabled status and they never acknowledged my disability related needed policy accommodation - they acknowledged receipt of the letter from my primary care physician but did not acknowledge my disability related need spoken of therein.

The MOHCD communicated to me that it was not the policy and/or within the policy of the 'Limited Equity Homeownership Program' for an owner (me) to have a rent paying roommate. Thus, they refused to grant me a disability related needed policy accommodation.

FHA - Sec. 804 Discrimination in the sale or rental of housing and other prohibited practices

(f)

(1) ...

(2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provisions of services or facilities in connection with such dwelling, because of a handicap of -

(A) that person; or

(B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or

EXHIBIT AA

(C) ... **RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.**

(3) For purposes of this subsection, discrimination includes -

(A) ...

(B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or ...

(C) ...

(A note about “reasonable” accommodations - except for very minor administrative expenses, the policy accommodation I sought from the MOHCD had, or would have had, zero costs to any person and/or entity. And, would have had zero impact on the integrity of the Limited Equity Homeownership Program and the MOHCD.)

Please note, the initial “Agency” was the San Francisco Redevelopment Agency. When that agency was closed in 2012 their assets were transferred to the MOHCD. The “Agency’s” interest, position, and control of my BMR condominium was by an “Agency Note” and is defined by the LEHP Declaration of Resale Restrictions and Option to Purchase Agreement as follows:

Section 4. Definitions.

As used in this declaration, the capitalized items set forth below shall have the following meanings:

(A) ...

(B) “Agency Note” is the promissory note executed by Owner in favor of Agency, which is secured by a Deed of Trust executed by Owner in favor of Agency.

(C) ...

FHA - Sec. 805. Discrimination in Residential Real Estate-Related Transactions

(a) In General. - It shall be unlawful for any person or other entity whose business includes engaging in residential real estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, sex, handicap, familial status, or national origin.

(b) Definition. - As used in this section, the term “residential real estate-related transaction” means any of the following:

(1) The making or purchasing of loans or providing other financial assistance -

(A) for purchasing, constructing, improving, repairing, or maintaining a dwelling; or

(B) secured by residential real estate.

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

In the mid or latter part of 2015 or early 2016 I became cognizant of the contractual requirement for "... written consent" to rent a "... portion thereof". Subsequently, I reached out via email to the MOHCD to resolve my lack of "written consent" but received no response. About a month later I made a phone call to the MOHCD, got voicemail and left a message but received no response. (This may be a moot or irrelevant point.)

In September of 2017 I began the process of refinancing my existing mortgage on my BMR condominium to obtain a lower interest rate. In the review process of my mortgage application and related documents, the MOHCD saw in my tax returns that I had been renting "... a portion thereof" and came after me in a significant adversarial manner.

By threats of legal action and by holding my refinancing hostage, the MOHCD forced me to terminate the then existing roommate situation I enjoyed. I complied and I explained my previous communications and verbal permission I obtained from Ms. Edith Horner of the SFRA.

Additionally, I did my best to explain and describe my disabled status and my disability related need for a renting roommate. And, as mentioned, my primary care physician sent a letter to the MOHCD in support of my disability related need. All to no avail. And, it was made clear to me that I would be subject to legal action should I again rent a portion thereof.

The MOHCD's treatment of me regarding this matter made me feel quite coerced and very intimidated. It also brought on overwhelming feelings of helplessness and hopelessness, which contributed greatly to my feelings of needing to "escape".

FHA - Sec. 818. Interference, coercion, or intimidation; enforcement by civil action

It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 804, 805, or 806 of this title.

5. (One year statute of limitations): My complaint was filed with HUD in a timely manner.

I can substantiate everything I have asserted. Any documentation needed from the Veterans Administration or the VA Medical Service can be readily obtained.

If it would be helpful for you or someone from your department to speak with my primary care physician, that can be arranged.

I am very much on my own and I have very limited wherewithal, financially and otherwise.

I desperately need the help of your department to pursue and obtain appropriate resolution of my complaint against the MOHCD.

Your time and consideration is greatly appreciated.

Sincerely and Gratefully,

Mr. Allison Barton Rice



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-2000

OFFICE OF FAIR HOUSING
AND EQUAL OPPORTUNITY

December 20, 2018

Mr. Allison Barton Rice
#1400-90978
700 Lavaca Street
Austin, TX 78701

EXHIBIT AA
RICE v. THE CITY AND COUNTY OF SAN FRANCISCO et al.

Subject: Your letter of 12/10/2018 regarding Reconsideration
Request Letter
HUD Inquiry Number: 555098
HUD Inquiry Name: Rice v. San Francisco Mayor's Office
of Housing and Community Development

Dear Mr. Rice:

This responds to your letter of December 10, 2018, wherein you took issue with my letter of November 14, 2018 (see attached) explaining, in detail, why this office sustained the Region IX Office of Fair Housing and Equal Opportunity (FHEO) closure of your inquiry due to a lack of jurisdiction under the Fair Housing Act. Notwithstanding your arguments, the evidence in its totality supports that decision.

Please be advised, this letter constitutes the Department's final decision in this matter and no further action will be taken with respect to this inquiry. Notwithstanding this decision, the Fair Housing Act provides that the complainant may file a civil action in an appropriate Federal district court or state court within two years after the occurrence or termination of the alleged discriminatory housing practice. The computation of this two-year period does not include the time during which this administrative proceeding was pending prior to the Region's issuance of its decision in this matter.

Sincerely,

Gordon F. Patterson
Acting Director
Enforcement Support Division

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
ALLISON BARTON RICE, an individual
(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)
(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS
THE CITY AND COUNTY OF SAN FRANCISCO, LONDON BREED, MAYOR OF THE CITY OF SAN FRANCISCO, KATE HARTLEY, DIRECTOR OF THE SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, MARIA BENJAMIN, DIRECTOR OF HOMEOWNERSHIP & BELOW MARKET RATE PROGRAMS SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, DISSY YIN, HOMEOWNERSHIP & BELOW MARKET RATE PROGRAMS COMPLIANCE MANAGER SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT, DENNIS HERRERA, SAN FRANCISCO CITY ATTORNEY, KEITH NAGAYAMA, SAN FRANCISCO CITY DEPUTY ATTORNEY and PAGES 1 through 50.
County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
 Attorneys (If Known)

CV 19-4250 1 LB

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

1 U.S. Government Plaintiff 3 Federal Question *(U.S. Government Not a Party)*

2 U.S. Government Defendant 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment Of Veteran's Benefits 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury -Medical Malpractice	PERSONAL INJURY 365 Personal Injury -- Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability HABEAS CORPUS 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty OTHER 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee-- Conditions of Confinement	625 Drug Related Seizure of Property 21 USC § 881 690 Other LABOR 710 Fair Labor Standards Act 720 Labor/Management Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Employee Retirement Income Security Act IMMIGRATION 462 Naturalization Application 465 Other Immigration Actions	422 Appeal 28 USC § 158 423 Withdrawal 28 USC § 157 PROPERTY RIGHTS 820 Copyrights 830 Patent 835 Patent--Abbreviated New Drug Application 840 Trademark SOCIAL SECURITY 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g)) FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS--Third Party 26 USC § 7609	375 False Claims Act 376 Qui Tam (31 USC § 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced & Corrupt Organizations 480 Consumer Credit 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes
REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment <input checked="" type="checkbox"/> 443 Housing/Accommodations 445 Amer. w/Disabilities--Employment 446 Amer. w/Disabilities--Other 448 Education	PRISONER PETITIONS			

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District *(specify)* 6 Multidistrict Litigation--Transfer 8 Multidistrict Litigation--Direct File

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
 42 U.S.C.A. §§ 3602 et seq; TITLE II OF THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA), 42 U.S.C. 12101 et seq.
 Brief description of cause:
 VIOLATIONS OF THE FAIR HOUSING ACT, ADA, NEGLIGENCE, FRAUD, CONSPIRACY AGAINST RIGHTS, DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, ABUSE OF PUBLIC AUTHORITY, ELDER ABUSE AND DEPENDENT ADULT CIVIL PROTECTION ACT.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ **25,320,000.00** CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY *(See instructions):* JUDGE _____ DOCKET NUMBER _____

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)
(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

ALLISON BARTON RICE pro se *Allison Barton Rice*
July 23rd 2019

Court Name: U.S. District Court, NDCA
Division: 3
Receipt Number: 34611143767
Cashier ID: nunes
Transaction Date: 07/24/2019
Payer Name: Allison B. Rice

CIVIL FILING FEE

For: Allison Barton

Case/Party: D-CAN-3-19-CV-004250-001

Amount: \$400.00

CREDIT CARD

Amt Tendered: \$400.00

Total Due: \$400.00

Total Tendered: \$400.00

Change Amt: \$0.00

Checks and drafts are accepted
subject to collections and full
credit will only be given when the
check or draft has been accepted by
the financial institution on which
it was drawn.