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Friday, June 16, 2023 **9:39 a.m.**

P R O C E E D I N G S

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(The following proceedings were held in the presence of the Jury Venire)

THE COURTROOM DEPUTY: All right, everyone, good morning. We are here for trial. We're here in Civil Action 19-4250, Allison Barton Rice versus the City and County of San Francisco, et al. The Honorable Laurel Beeler presiding.

Okay, everyone. Thank you to the jury for being here, I'm going to do -- call your names. Please raise your hand when I call your name. Okay?

THE COURT: We do this, just so everybody knows, so we know who is sitting in what seat. And that helps us make a much smoother process when we go through the jury selection process, which we will talk about in a minute.

Thanks, Rose.

THE COURTROOM DEPUTY: So, we go Juror No. 1, Kaiza Milanne Molina.

THE COURT: I think that juror's been excused.

THE COURTROOM DEPUTY: Oh, sorry, my apologies. Juror No. 1 is Dennis Kim.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 3, Jeremy Kahalewai Ke.

PROSPECTIVE JUROR KE: It's "Ke."

THE COURTROOM DEPUTY: Ke.

José G. Valadez Becerra. Excused.

Michael Daniel Baturyn.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 6, Andrada Rhay Osias?

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 7, Sandy Liang.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 8, Ronald Perez.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 9, Antonio John DeGrassi?

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 10, Anastasia Lily Reshetikhin?

(A hand is raised)

THE COURTROOM DEPUTY: Thanks.

Juror No. 11, George Alphonso Gray?

THE COURT: So we don't -- excused.

THE COURTROOM DEPUTY: Oh, he's excused.

Juror No. 12, Devin Matthew Gowdy.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 14, Tyesha Reye Laver

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 15, Hernandez Xitlali Zuniga? Excused.

Juror No. 16, Ferreiro -- oh, sorry. Sarah Ferreiro Hand?

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 17, Benjamin Rosete Reyes.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 18, Ahsha Haggart.

(A hand is raised).

THE COURTROOM DEPUTY: Thank you.

Juror No. 22, Cara Amanda Thomas.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 24, Amy Marie Perrone.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 25, James Parnham?

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 26, Robert Francis Snowden.

Juror No. 27, Laila Moghimi.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 28, Oonhui Ng?

(A hand is raised)

MS. ROSENBLIT: Unless I missed it, did we skip

Juror No. 23?

THE COURT: Juror No. 23 was a FTA.

MS. ROSENBLIT: Oh, I see, thank you.

THE COURT: All right. Sorry, Rose.

THE COURTROOM DEPUTY: That's okay.

Juror No. 30, Audrey Kay Dascoli.

(A hand is raised)

THE COURTROOM DEPUTY: Thank you.

Juror No. 31, Lucas Bebervanzo.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 32, Andy M. Nguyen.

(A hand is raised)

THE COURTROOM DEPUTY: Thank you.

Juror No. 35, Monica Torres Garcia.

Juror No. 36, Alexander Charles Jung. Thank you.

Juror No. 38, Erich Lee Biggs.

(A hand is raised)

THE COURTROOM DEPUTY: Juror No. 39, Kevin Richard Gumaba Florendo.

Juror 40, Ellen Barbara Kaufman.

Juror 41, Meng Wu.

(A hand is raised)

THE COURTROOM DEPUTY: Juror 42, Itza Ofelia Sanchez.

(A hand is raised)

THE COURTROOM DEPUTY: Juror 43, Cara Marie Locke.

(A hand is raised)

THE COURTROOM DEPUTY: Will the jurors please rise and raise your right hand.

(Jury venire sworn in)

THE COURTROOM DEPUTY: Thank you. Please be seated. The jurors have been -- voir dired.

THE COURT: Okay. Thanks everybody for -- it's a little bit of a hiccupy --

(Reporter clarification)

THE COURT: So, is it on, Belle?

THE COURTROOM DEPUTY: Should be on. Is the light on there, Judge?

JURY VOIR DIRE

THE COURT: It sure is. Perfect.

So thanks, everybody, for coming here today. My name is Laurel Beeler. I'm the judge presiding over this case. And we're in the process of jury selection.

Don't worry, not all of you are going to be selected. We seat eight jurors and we, this is the process, I know some of you have been on jury trials before and some of you haven't but this is the process where we pick who's going to be on the case. And the lawyers, I ask a few questions but the lawyers generally ask you some questions. We have a microphone. It takes about 30 minutes per side. It's a fairly organic process.

And so we'll talk a little bit more about that, but that's why we're here. I'm going to just do some preliminaries.

This is a civil trial and I'll tell you a little bit, I've got what we call a neutral statement of the case to read to you and I'll fell you what the case is about in just a minute. I know you are here on a Friday before a long weekend. I'm sure it is always a joyous feeling to have a jury summons on a Friday before a weekend, but I'll tell you this is a civil trial and it's -- I don't -- I think most people who are selected for a jury in this courthouse find that it's a wonderful experience. It's your democracy in action.

And I like to think that we live in the best place to live anywhere in the country in this Northern District of California which is our Federal Court, and I've never had anybody have anything other than a great experience. So, if nothing else, it's just very interesting.

So we really appreciate your coming in and participating. It's very meaningful to all the people who are here who are going to introduce themselves to you in a minute. And it's so important the system depends on you and that is pretty big stuff. It depends on us all to do a good job, so hopefully you will find it an interesting experience.

I'll tell you a little bit about the logistics. We brought you in on a Friday because Monday is a holiday and from my perspective I think people always feel better, the trial

will be finished next week. We should be able to deliver it to you for your deliberations, the aim is to have the last witness called Thursday morning and then closing arguments Thursday morning and then the case will be to you with plenty of buffer time. And that felt better than having it bleed into the following week.

So that is a little bit why we are picking the jury today. That is all we are doing today so it will be a short day. Tuesday will be a long day, it will be a proper business day so it will be 8:30 to 5:00. If we can finish a little earlier we will but we might not. There will be breaks. On Wednesday it will be a similarly long day, maybe not quite so long.

Then it goes back to a much more reasonable schedule, usually we say 8:30 to 1:30 or 2:00. That will be at the end of next week.

And once the case is given to you for deliberation, you can set your own schedule. A lot of times jurors stay until around 4:00, the schedule gets a little bit longer then, just to give you enough time. We sweeten the pot a little bit because once the case is to you for deliberations we buy you lunch. We will have coffee and the like every day when you come in, in the morning.

Rose -- I'll introduce -- well, I've introduced myself. This is Belle Ball, who is our court reporter. You'll find that she will, um, tell us all to slow down, speak up, and use

the microphone. Because it's her job to deliver a really good record for the lawyers and for the Court.

This is Rose Maher, who is our courtroom deputy. A long-time friend of mine, actually, because I've known her since I was a baby lawyer, and one of the courtroom deputies -- I grew up in the federal building, I'm a Fed. But my courtroom deputy is actually on the vacation of a lifetime. It's her first post-pandemic vacation, so she is off.

And you will see that we will have different people helping us out during trial. Rose will be here today. And on Tuesday, another person named Karen Hom will be here on Wednesday and Thursday. We are all a team. We have all known each other a long time, and we help each other out when they go on vacation. So that's Rose.

I am -- I think I'll do the statement of the case first, so you will know what the case is about. And then I'm going to have the lawyers -- everybody else in the room introduce themselves to you. We have some spectators over here, you might wonder who are these -- who are the folks filling up the courtroom. We have people who are students who are here for the summer, and it's interesting for them to come watch jury selection. We have other people who work either with me or with the parties, and so we have a few extra people who are here to learn and observe from this process.

I'm going to tell you what the case is about. So, let me

just make sure I have the right -- the lawyers who will introduce themselves to you in a minute got together and came up with what they call a "neutral statement" of the case. And so I'm going to -- and I know that then they will introduce themselves to you.

But we have a plaintiff in the case, is Allison Rice, and he is a Navy veteran diagnosed with a 100 percent disability rating from his service-connected depression and paranoid schizophrenia. He owned a below-market-rate condominium in San Francisco, California. The below-market-rate program is currently managed by the defendant City and County of San Francisco through the Mayor's Office of Housing and Community Development.

Plaintiff Allison Rice brings this lawsuit against the defendant City and County of San Francisco. Plaintiff brings two claims against the City under the Fair Housing Act. First, plaintiff Allison Rice alleges that the City discriminated against him on the basis of his disability when it denied his request for a rent-paying roommate.

Second, plaintiff Allison Rice claims that the City unlawfully interfered with his rights under the Fair Housing Act by requiring him to terminate his lease with his then-rent-paying roommate, and by holding up his efforts to refinance until he complied with the terms of his Affordable Housing agreement. Plaintiff Allison Rice has the burden of

proving these claims by a preponderance of the evidence.

Defendant City and County of San Francisco denies those claims. The City asserts that it reasonably accommodated plaintiff's request by allowing him a non-rent-paying roommate. The City also asserts that the plaintiff did not have a medical need to charge rent and his request to charge rent was not reasonable.

The City also contend that plaintiff's request to charge rent in his below-market-rate condominium would fundamentally change the nature of the City's Affordable Housing Program and create undue administrative and financial burdens for the City.

Finally, the City denies retaliating against plaintiff and asserts it had legitimate non-discriminatory reasons for its actions.

That's what the case is about. I also know it's really hard to process information when people are reading it to you, even if I tried to make it a little bit more interesting. You probably know this, if only from TV, but we go through jury selection, and eventually we get to opening statements, and the lawyers will tell you in a little bit more detail what the case is about. And then you will hear it through the testimony of witnesses.

So that's what the case is about.

I think, just, I have just a kind of a little outline that I go through just to make sure we cover everything. I think

what we will do is we'll -- starting with the plaintiffs, why don't you introduce yourself and your client, and then we will go to the CCSF side of the courtroom.

MS. LEE: Good morning, everyone. My name is Annie Lee, and I am representing Mr. Allison Rice.

MS. JIAM: Good morning. My name is Hannah Jiam, and I am also representing Mr. Rice.

MR. FISHER: Good morning. I'm Ramsey Fisher, also representing Mr. Allison Rice.

THE COURT: And that is Mr. Rice, who stood up at the end of the -- at the end.

And from the City and County of San Francisco?

MS. ROSENBLIT: Good morning, everyone. My name is Renée Rosenblit. I represent the City and County of San Francisco in this case, specifically the Mayor's Office of Housing and Community Development.

And our client Maria Benjamin (Indicating) is here from the Mayor's Office of Housing and Community Development.

This is my colleague.

MR. ROLLAN: Good morning, everyone. My name is Raymond Rollan. And I also represent the City in this case.

THE COURT: So if one of you all -- I'll let the plaintiff side do it. There are going to be some -- well, maybe I'll do it.

Well, so there are some witnesses in the case that are

potentially going to be called at trial. And I'm just -- if -- if you know anybody just raise your hand.

Obviously, Mr. Rice is one of the witnesses, sitting at the end of the table. Ms. Benjamin is another one of the witnesses who's siting at counsel table.

The other potential people are Alison Ludwig, Cissy Yin, Scott Lines, William Lynch, David Sobel, Edith Horner, Sandra Gates-Anderson, Sonia Delgado-Schaumberg.

Any of those names ring a bell?

(No response)

THE COURT: Once -- once I had a juror come in, and it was quite literally the wife of my former boss. Sometimes it's -- it's a small town, and it's kind of surprising who shows up. Okay. So I think we are through that piece of it.

So, the next thing I'll just ask is does any -- you know, I read a statement of the case just to tell you what the case is about.

Did that ring any bells? Does anyone have any knowledge of the case? I don't expect that you would.

(No response)

THE COURT: I'm not hearing anything there. Okay. So I, again, I -- let's just see if there's anything else that I want to double-check.

I think that's all the preliminaries for me. Again, I just want to, like, check one other thing, go over the

logistics. Again I really appreciate that you filled out the jury questionnaires. That makes this process go a lot faster.

And, and I'm going to turn it over to counsel for Mr. Rice to do voir dire. And again, the clock is now going for 30 minutes. And Rose has a microphone here that the -- the lawyers might ask you to pass it around and kind of follow up organically.

MS. LEE: Good morning, everyone. As I mentioned my name is Annie Lee, I'm one of the attorneys representing Mr. Rice in this case.

I want to first thank you all for coming. I know some of you have come from pretty far away, and that that is a big disturbance to your lives. This is a really important case for Mr. Rice so we really appreciate your time and your consideration.

What we are about to do in this case is something called *voir dire* where instead of you listening to me or the other attorneys, or witnesses talk, this is where we get to hear from you.

And what we are trying to do is pick the eight people best suited to decide Mr. Rice's claims. So eight people who can come into this case with a clean slate and won't come in leaning already towards one side or the other. And so we want to know how you think about some of the issues in this case and whether you have past life experiences that might affect how

you think about those issues.

Now, before we get into it I want to talk a little bit about how we think about bias in the courtroom because it might be a little bit different than how it comes up in our usual day-to-day.

,Now this may seem obvious, but we all have subjects that we have formed opinions and beliefs on, and those opinions might influence the way we might judge a situation, whether we can be completely neutral.

So for example, let's say we're having a competition where there are people who are baking pies, and it's come down to the two last pies. One is apple and one is cherry. I'm picked randomly out of a crowd, and it turns out that I am not crazy about cherry. I just don't like cherry pie.

In that case, I would probably not be the best person to decide which of those two pies is better. And it doesn't mean I'm any less fair of a person. I just might not be the best person for this particular competition.

So here, there are other -- there are other cases going on in the courthouse. And you might be a better judge in one case than the other, it doesn't mean you are any less fair of a person but this is why we have this process where we want to hear from you about the experiences that you've had in the past.

Now, I know, speaking in a group setting, especially like

in a circumstance like this is not the most comfortable, and you may not have been expecting to come here today to speak in front of this group. So I'm asking to you please raise your hand if you have a response to one of my questions. And from time to time I may just call on you, using your juror numbers just to get us going.

And we'll, if we could pass the mic to whoever is speaking so that everybody can hear, that would really help.

THE COURT: I'll just add one little thing here. So if anything -- the case has some issues, all cases do; they are about solving issues. If there is something that makes you feel uncomfortable about answering in the crowd, that's completely okay, just say "I prefer to answer privately." And we can manage that process as part of *voir dire*.

So usually it's not that interesting, I mean, they're often very innocuous questions. But if something treads a little too personal just let us know.

MS. LEE: Okay. Great.

All right. Has anyone here ever been given the run-around when trying to get an answer from the government or a company?

(Show of hands)

MS. LEE: Anyone? Yes, Juror -- what was your number?

PROSPECTIVE JUROR KAUFMAN: Um, 40.

MS. LEE: 40. Juror No. 40, can you tell me what that was about?

(Reporter clarification)

PROSPECTIVE JUROR KAUFMAN: I can't think of a specific instance but, you know, almost daily when you're trying to get something done and you call a number and you listen to tinny music for an extremely long time, and then you get passed from extension to extension, and at the end of the day, they tell you they can't help you, yeah.

MS. LEE: How does that feel when you don't get an answer?

PROSPECTIVE JUROR KAUFMAN: Frustrated. Frustrated.

THE COURTROOM DEPUTY: Can I ask that you state your Juror number, and your name too?

PROSPECTIVE JUROR KAUFMAN: My number is 40. My name is Ellen Kaufman.

THE COURTROOM DEPUTY: Thank you.

MS. LEE: Thank you. Anyone else have a specific experience in mind?

(No response)

MS. LEE: Has anyone been in a situation where there's a written rule at work, but your boss tells you to do something different?

(A hand is raised)

MS. LEE: Yeah. Juror No. --

PROSPECTIVE JUROR SNOWDEN: 26.

MS. LEE: What was that situation?

PROSPECTIVE JUROR SNOWDEN: I mean, it's like every day, we have rules in place, but then there's just practical things that we do to get stuff done quickly.

MS. LEE: Can I ask what you do, sir?

PROSPECTIVE JUROR SNOWDEN: I'm a retail manager.

MS. LEE: Okay. And if you can think of a specific example where your boss told you to do something different than what the rule was, did you listen to your boss? Or did you follow the written rule?

PROSPECTIVE JUROR SNOWDEN: Um, I did a combination of the two. I made my own way.

MS. LEE: And why did you choose to do that?

PROSPECTIVE JUROR SNOWDEN: Because it needed to be done quickly, but I needed it to be done safely.

MS. LEE: So the particular circumstances felt like you needed to kind of come up with a new method.

PROSPECTIVE JUROR SNOWDEN: Right. Just -- this may sound boring, but I had a pallet that was hanging in the overhead. He told me to just have somebody drop it. The person that he told me to have drop it didn't have a license. I had to find somebody else that could do it.

MS. LEE: Okay. And let's say down the road a new boss takes over, and they come knocking on your door because they find out that you were not following the rules.

Do you think that your old boss who told you that you

could do it a different way should speak up?

PROSPECTIVE JUROR SNOWDEN: I know he would.

MS. LEE: You know he would.

PROSPECTIVE JUROR SNOWDEN: Yes.

MS. LEE: How do you know that?

PROSPECTIVE JUROR SNOWDEN: We have a good relationship.

MS. LEE: How would you feel if you asked him to speak up, and he refused, he didn't want to get involved?

PROSPECTIVE JUROR SNOWDEN: I would probably be upset.

MS. LEE: And why would you have been upset about that?

PROSPECTIVE JUROR SNOWDEN: Because he would have broken my trust.

MS. LEE: In that situation, who do you think is at fault? Is it you, or him, or the new boss?

PROSPECTIVE JUROR SNOWDEN: Nobody's really at fault. The new boss is definitely not at fault. But in terms of breaking my trust, it would be him.

MS. LEE: So you would be upset with him --

PROSPECTIVE JUROR SNOWDEN: Yes.

MS. LEE: -- because he told you you could do it, and now he is not speaking up for you.

PROSPECTIVE JUROR SNOWDEN: Not so much that he told me that he can do it, but just how our relationship is based, I

would be expecting his support.

MS. LEE: Anyone else have a situation like this at work? Yeah, Juror number --

PROSPECTIVE JUROR BEBERVANZO: 31.

MS. LEE: 31.

PROSPECTIVE JUROR BEBERVANZO: Thank you, sir. So, Juror 31. I used to work back room at a certain retail establishment. I'm going to leave it unnamed.

MS. LEE: Okay.

PROSPECTIVE JUROR BEBERVANZO: And it was a constant balance between getting things done fast enough and pretending that OSHA guidelines exist. And there were definitely moments where: Oh, you're not certified to use this. Well, this is how to use it. Now go do it.

Which, I guess --

MS. LEE: Things were done kind of in the name of efficiency, rather than the written rule?

PROSPECTIVE JUROR BEBERVANZO: Exactly.

MS. LEE: Does anyone here think that in the situation where you have a new boss take over, that your previous boss doesn't need to speak up? They're kind of -- they've left the job; it's not their problem anymore?

(A hand is raised)

MS. LEE: Yeah, Number, I think it was 7.

PROSPECTIVE JUROR LIANG: No. 7, Sandy Liang. I think

once you have left the job is you left for a new job, so you are not responsible over, like, your old job anymore.

MS. LEE: Okay. Anybody agree with that?

(Hands raised)

MS. LEE: No. 42. Anyone else? Numbers -- 16 --

PROSPECTIVE JUROR HAGGART: 18.

MS. LEE: 18, and No. 2. Right?

PROSPECTIVE JUROR KIM: (Nods head)

MS. LEE: Did I miss anyone? No. 9.

THE COURT: I think I saw a hand up in the audience too.

MS. LEE: Oh, and No. 36. Okay.

If I could just stay with Juror No. 9, is the microphone nearby?

PROSPECTIVE JUROR DEGRASSI: Sure.

MS. LEE: Why do you think that?

PROSPECTIVE JUROR DEGRASSI: I guess I would need a specific circumstance to comment on. But typically when you have moved on to another role, the new folks in charge are going to operate the way they want to operate.

MS. LEE: Okay. So even though they are saying something different, you think your job is done, you've left, you don't need to get involved anymore.

PROSPECTIVE JUROR DEGRASSI: Yeah.

MS. LEE: Okay. All right. Let's switch gears a

little bit. Who here owns their home?

(Show of hands)

MS. LEE: A lot of homeowners here.

Okay. And of those of you who own your home, if you could put your hands up if you have ever remodeled.

(Show of hands)

MS. LEE: Part of the home, the whole home.

(Show of hands)

MS. LEE: Okay. What about if you have ever refinanced your home?

(Show of hands)

MS. LEE: Okay. Have any of you rented out part of your home or all of your home?

(Show of hands)

MS. LEE: So a lot of you may already know this, but San Francisco has different affordable housing programs. Some of which have units available for rent, and some of which have units available for purchase for first-time qualifying buyers.

Has anyone here applied for one of those programs before?

(No response)

MS. LEE: Nobody? Has anyone thought about applying, and looked into it a little bit?

(A hand is raised)

MS. LEE: No. 7, is that right? Which, if I could ask you, which program did you look into?

PROSPECTIVE JUROR LIANG: Do I have to reintroduce myself?

MS. LEE: I think just your number. Was it No. 7?

PROSPECTIVE JUROR LIANG: 7.

MS. LEE: Okay.

PROSPECTIVE JUROR LIANG: I don't remember the name of the program because I recently just graduated from college, so I was looking into rent around the area. And I just have been looking into how to qualify, and what type of laws there are around, like, renter protection.

MS. LEE: So you looked kind of generally, not at a specific program?

PROSPECTIVE JUROR LIANG: No.

MS. LEE: Okay. By a show of hands, how many people think that if you own a below-market rate home, so you bought a home for less than the market rate through one of these programs, that you should have the same rights with respect to that property as other homeowners?

(Show of hands)

MS. LEE: If you could keep your hands up.

(Show of hands)

MS. LEE: Okay. And maybe if we could go down.

PROSPECTIVE JUROR HAGGART: I changed my mind.

MS. LEE: You want to put your hand down?

PROSPECTIVE JUROR HAGGART: I would want to know more

of the details -- if there was -- if that was part of the contract at the beginning that you would have the same rights.

MS. LEE: Okay.

PROSPECTIVE JUROR HAGGART: Or if that was not like a documented fact.

MS. LEE: Okay.

And what was your number?

PROSPECTIVE JUROR BIGGS: I'm No. 38.

MS. LEE: Number 38, okay.

PROSPECTIVE JUROR BIGGS: Erich Biggs. I would need to understand more of the context of the contract, to understand what was actually behind, um, the implication behind it when you are signing. So to kind of --

MS. LEE: Sure.

PROSPECTIVE JUROR BIGGS: There's a lot of context missing to your question.

MS. LEE: Unfortunately I can't give you too much context about the case, but you will have it soon.

PROSPECTIVE JUROR BIGGS: Okay.

MS. LEE: No. 9?

PROSPECTIVE JUROR DEGRASSI: I agree with her (Indicating).

MS. LEE: Okay. Of the people who raised their hands before and want to keep your hands up, could you put your hand back up?

(Show of hands)

MS. LEE: That you think if somebody buys a house at below market rate through one of these programs, they should have the same rights with respect to that property as someone who bought it outside the program?

(Show of hands)

PROSPECTIVE JUROR THOMAS: Can I get the microphone?

MS. LEE: Sure, yeah.

PROSPECTIVE JUROR THOMAS: No. 22, Cora Thomas. Can you give us any specifics on what kind of, like, specific rights you are talking about? Like with remodeling the home? Or --

MS. LEE: Yeah, remodeling, like I talked about, remodeling, renting, refinancing.

PROSPECTIVE JUROR THOMAS: And refinancing.

MS. LEE: Yeah.

PROSPECTIVE JUROR THOMAS: What about taking out a mortgage?

MS. LEE: I can't get too far into the specifics. This is just how this works. So we are talking about renting, remodeling and refinancing. I think, if we could just go down the people who raised their hands, that, I think was No. 7?

PROSPECTIVE JUROR LIANG: (Nods head)

MS. LEE: Okay, if we could pass the microphone back. Why do you think they should have the same rights?

PROSPECTIVE JUROR LIANG: Because even though you bought at below market rate you still technically own the home so you should -- and you are technically the owner so you should still have, like, all the rights to it.

MS. LEE: Okay. And Juror No. 8, I think I saw you raise your hand as well?

PROSPECTIVE JUROR PEREZ: Yes, I agree with what she just said. You know, if you own the home, you own the home, so there shouldn't be any other conditions of -- on you than on your neighbors.

MS. LEE: You think if you own it, you own it; you should get to do what you want to do with it just like anybody else.

PROSPECTIVE JUROR PEREZ: Well, beyond the -- the neighborhood conditions and --

MS. LEE: Right.

PROSPECTIVE JUROR PEREZ: -- that are...

MS. LEE: Okay. I think I saw a couple hands in the second row.

(Show of hands)

MS. LEE: Juror No. 12, if you could pass the microphone over. Do you agree?

PROSPECTIVE JUROR GOWDY: Yeah, I agree because, like, I feel like even if you pay less for a house, you should still have the same protections as everyone else. And just because

you have a different amount of money as someone else doesn't mean you should be subject to, like, housing insecurity.

MS. LEE: Okay. And No. 14? Right?

PROSPECTIVE JUROR LAVER: Yeah, Juror 14.

MS. LEE: Why do you think that?

PROSPECTIVE JUROR LAVER: I guess I just don't understand what difference it would make between what you spent on your house, that, why would that change what rights you have as any other homeowner.

MS. LEE: Okay. Anyone, I think were there a couple more hands in the second row or --

(No response)

MS. LEE: You put your hand down, and then yeah, Juror No. 22.

THE COURT: We are going in order.

PROSPECTIVE JUROR THOMAS: 22. I think that especially with how the market is today, any way you can buy a house may be -- when you're buying it lower, that may be the only chance you're ever going to get to buy that house, you should still be able to do what you want with it.

MS. LEE: Okay, was it Juror 2 who said you had rented out part of your home?

PROSPECTIVE JUROR KIM: Yes.

MS. LEE: Do you mind if I ask you a couple questions about that?

When you were renting it out, how did you determine how much to charge in rent?

PROSPECTIVE JUROR KIM: I looked at listings of similar rentals.

MS. LEE: Where did you look for that?

PROSPECTIVE JUROR KIM: Craigslist.

MS. LEE: Was there an open conversation with whoever was renting? Or did whoever rented it just take the price that you posted?

PROSPECTIVE JUROR KIM: Correct.

MS. LEE: They just took whatever you posted.

PROSPECTIVE JUROR KIM: Yes.

MS. LEE: Okay. Anyone else, anyone else rented out part of your --

(A hand is raised)

MS. LEE: Yes.

PROSPECTIVE JUROR THOMAS: I've rented out a couple rooms in my house.

MS. LEE: Okay.

PROSPECTIVE JUROR THOMAS: The first time was with some friends. And then it was based on the rent I was paying, we kind of all just split it.

MS. LEE: Did you do what Juror No. 2 did?

PROSPECTIVE JUROR THOMAS: No.

MS. LEE: These were your friends.

PROSPECTIVE JUROR THOMAS: Yes, it was right out of high school. I didn't really know anything; I was like: Let's live with friends.

MS. LEE: What about today?

PROSPECTIVE JUROR THOMAS: Yes. Today, my current roommate, we kind of talked about it. And it was based on something that would be beneficial to me in my house, but also something that she could afford.

MS. LEE: So it was kind of a two-way conversation.

PROSPECTIVE JUROR THOMAS: It was, yes.

MS. LEE: Wanted to make sure that you were getting enough, but that she could also afford it.

PROSPECTIVE JUROR THOMAS: Yes.

MS. LEE: Anyone else rent out part of a unit?

Yeah, Juror No. 16?

PROSPECTIVE JUROR FERREIRO: This is my current home, so this was like a decade ago, but I did rent out rooms in my house, and at some point the entire home.

MS. LEE: Okay, and how did you determine how much to charge in rent?

PROSPECTIVE JUROR FERREIRO: I simply needed to make up the difference in my income, and so I split my mortgage into three equal parts. I have a three-bedroom home and two roommates, so I split my mortgage and utilities into three equal parts.

MS. LEE: Did you look at all on Craigslist or Zillow for comparable rents?

PROSPECTIVE JUROR FERREIRO: I did that when I rented out the entire home, and I believe I looked at Craigslist at that time.

MS. LEE: When you rented out the whole home, why did you do that rather than just look at your mortgage and use that number?

PROSPECTIVE JUROR FERREIRO: Well --

MS. LEE: Was there a reason? Maybe there wasn't.

PROSPECTIVE JUROR FERREIRO: Well, this was a little more than a decade ago when the economy wasn't great, like 2008, 2009. And so I wasn't going to be able to rent out the home for the cost of my mortgage at that time. So I could see what people were reasonably going to go for.

MS. LEE: And you thought by looking at comparable units, that seemed fair to you?

PROSPECTIVE JUROR FERREIRO: I was a very young person at the time, so that was my decision-making strategy.

MS. LEE: Okay. Anyone else?

Are you raising hands?

PROSPECTIVE JUROR DEGRASSI: No, no, no, sorry.

MS. LEE: That's fine. Okay. Did anyone here live alone during the pandemic?

(A hand is raised)

MS. LEE: Juror No. 24?

Okay, if we could have the mic up here.

How long did you live alone for?

PROSPECTIVE JUROR PERRONE: I've always lived alone.

MS. LEE: You have always lived alone.

PROSPECTIVE JUROR PERRONE: Yes.

MS. LEE: Okay. And do you like living alone?

PROSPECTIVE JUROR PERRONE: I do.

MS. LEE: Do you ever get lonely when you are living alone? Or just like having your own --

PROSPECTIVE JUROR PERRONE: No, I have my friends, family; they don't need to live with me.

(Laughter)

MS. LEE: Fair enough. Fair enough.

Anyone else lived alone, let's say, outside of the pandemic?

(Hands raised)

MS. LEE: Yeah, Juror No. 25.

PROSPECTIVE JUROR PARNHAM: 25.

MS. LEE: And how long did you live alone for?

PROSPECTIVE JUROR PARNHAM: About four years.

MS. LEE: And how was that for you?

PROSPECTIVE JUROR PARNHAM: It was great.

MS. LEE: You liked it.

PROSPECTIVE JUROR PARNHAM: Yes, I loved it.

MS. LEE: Oh, you guys are all stronger than I am. I think, Juror No. 20, did I see you raise your hand? Yeah.

PROSPECTIVE JUROR LIU: I do not live alone currently, but when I was single, I lived alone. When I was in graduate school and away from my family, I lived alone.

MS. LEE: Uh-huh. And was that -- did you enjoy it like these two, or was it difficult at all?

PROSPECTIVE JUROR LIU: It wasn't difficult; it was just part of the steps in my life. But, no, it wasn't difficult. I didn't feel lonely.

MS. LEE: Yeah, sure. Do you wanna -- where --

PROSPECTIVE JUROR THOMAS: I guess -- 22 -- I did live alone for, like, four months. This is -- but that was like right after a roommate and the pandemic, and then before my next one. And I hated it.

MS. LEE: You hated it.

PROSPECTIVE JUROR THOMAS: Yes.

MS. LEE: Why did you hate it?

PROSPECTIVE JUROR THOMAS: Because I was lonely. And I wanted someone else in the house.

MS. LEE: Yeah. Would you have -- at that time, would you have felt comfortable having a good friend stay with you? Because you were lonely?

PROSPECTIVE JUROR THOMAS: Yes. And that's what I did

for a while.

MS. LEE: Uh-huh.

PROSPECTIVE JUROR THOMAS: But it wasn't working out, so...

MS. LEE: What do you mean, it wasn't working out?

PROSPECTIVE JUROR THOMAS: It was -- we were both kind of depressed. And I was trying to pick myself up, but she was still really low, and it was not working for me.

So I made the decision to have her leave, and -- for a few months, and I was alone. And it was hard, but I was able to kind of bring myself out and get a new roommate.

MS. LEE: Okay. Thank you for sharing that.

PROSPECTIVE JUROR THOMAS: Yes.

MS. LEE: Do you think that at the time, having an acquaintance or a -- a total stranger live with you would have been easier or harder?

PROSPECTIVE JUROR THOMAS: Um, it probably would have been harder, because I find it hard -- I find it hard to think of the idea of living with someone I don't know and don't trust.

MS. LEE: What if they weren't paying rent? Would that make it even harder?

PROSPECTIVE JUROR THOMAS: Yes.

MS. LEE: Okay. Does anyone here know someone who suffers from anxiety or depression?

(Show of hands)

MS. LEE: I know I do.

Okay. I think, Juror No. 18 -- if we could pass the mic. I think I've heard from everyone else.

How can you tell when someone is suffering from anxiety or depression?

PROSPECTIVE JUROR HAGGART: Um, I don't think that you always can tell.

MS. LEE: How do you know -- I think you raised your hand because you said you know someone who does have it. How did you know that they had it?

PROSPECTIVE JUROR HAGGART: Because they told me.

MS. LEE: So if they didn't tell you, you might not be able to tell?

PROSPECTIVE JUROR HAGGART: Yes.

MS. LEE: Anyone else think that? You can't always see?

(Show of hands)

MS. LEE: You think that usually you can see? 31.

PROSPECTIVE JUROR BEBERVANZO: Yes, well --

THE COURTROOM DEPUTY: Can you pass the mic?

PROSPECTIVE JUROR BEBERVANZO: I think it depends from person to person, which is why it was kind of a half-raise (Indicating).

MS. LEE: Okay.

PROSPECTIVE JUROR BEBERVANZO: Some people are really good at hiding it, and sometimes that's not the case.

MS. LEE: Does anyone here think that anxiety and depression are not mental illnesses? Like schizophrenia, dementia, that's a mental illness. But anxiety, depression, like, we all have that from time to time. Does anyone think that?

(Show of hands)

MS. LEE: If I could just -- if you could just say your numbers?

PROSPECTIVE JUROR BIGGS: Yeah, No. 38. I feel that it depends on the level and degree of where it's at with that person.

MS. LEE: Okay.

PROSPECTIVE JUROR BIGGS: Considering that I have ADHD, myself, it's how you cope with it and work through it. So I can see at certain levels on the spectrum it being a mental illness, and in others it being something that (Inaudible) --

(Reporter clarification)

THE COURT: A coping mechanism.

PROSPECTIVE JUROR BIGGS: A coping mechanism.

MS. LEE: Okay. Does anyone -- just by a show of hands, has anyone here served in the military, or have an immediate family member who did serve in the military?

(Show of hands)

MS. LEE: Okay. No. 2, was it you? Or was it a family member?

PROSPECTIVE JUROR KIM: Family member.

MS. LEE: Okay. And which branch were they in?

PROSPECTIVE JUROR KIM: Um, he was in Korea, in the Marines.

MS. LEE: Okay. And then who was next?

(A hand is raised)

MS. LEE: No. 8. Yeah.

PROSPECTIVE JUROR PEREZ: Yeah, I served in the military. Also my brothers, my father, my uncles.

MS. LEE: Okay.

PROSPECTIVE JUROR PEREZ: So...

MS. LEE: Anyone else? No. 14?

PROSPECTIVE JUROR LAVER: No. 14. My mom served in the U.S. Navy.

MS. LEE: And for how long, ballpark?

PROSPECTIVE JUROR LAVER: Roughly ten years.

MS. LEE: Okay. Anyone -- yeah, No. 16.

PROSPECTIVE JUROR FERREIRO: No. 16, my grandfather severed in the Army during the Korean War.

MS. LEE: Okay. Anyone else? Okay, I don't know if we have time to reach everyone.

(Show of hands)

MS. LEE: Let me get your numbers, if you can keep your hands high.

THE COURTROOM DEPUTY: Counsel, you have three minutes, 28 seconds.

MS. LEE: All right. One second.

(Off-the-Record discussion between counsel)

MS. LEE: Okay. Does anyone here think that we, as a city, spend too much on affordable housing?

(No response)

MS. LEE: Anyone think we don't spend enough?

(Show of hands)

PROSPECTIVE JUROR THOMAS: Does anyone not know how much we spend?

MS. LEE: All right. Is anyone other than me kind of nervous talking in front of groups?

(Show of hands)

MS. LEE: No. 5, I think I saw you nodding your head. Can I ask you a followup question to that?

PROSPECTIVE JUROR BATURYN: Sure.

MS. LEE: Why, why are you nervous talking in front of groups?

PROSPECTIVE JUROR BATURYN: Hm, just haven't done it enough, I guess. I don't know.

MS. LEE: Okay. Do you think you would be more or less nervous if you were sitting in the witness box today?

PROSPECTIVE JUROR BATURYN: Less nervous.

MS. LEE: Less nervous.

PROSPECTIVE JUROR BATURYN: Yeah.

MS. LEE: If you were a witness?

PROSPECTIVE JUROR BATURYN: Oh, oh, oh, more nervous, sorry.

MS. LEE: More nervous.

PROSPECTIVE JUROR BATURYN: Yeah.

MS. LEE: And why?

PROSPECTIVE JUROR BATURYN: Because you're out in front of everyone.

MS. LEE: How about if you were testifying, and you knew that the entire case depended on what the jury thought of you? Would that make you more or less nervous?

PROSPECTIVE JUROR BATURYN: More.

MS. LEE: What about if you had a diagnosed illness of mental anxiety? Do you think that would make it easier or harder to testify in front of a jury?

PROSPECTIVE JUROR BATURYN: Harder.

MS. LEE: Harder?

PROSPECTIVE JUROR BATURYN: Yes.

MS. LEE: Okay, thank you.

No further questions.

THE COURT: Great.

MS. ROSENBLIT: Your Honor, may we take that break

first?

THE COURT: Yes.

So what we are going to do, we are going to take a 30-minute break. And I know that is a long break. But we will come back for 30 minutes after that. And then there's some things that we need to attend to that are logistical. Let's just say that.

So you'll find if you're on the jury we're going to take certain breaks that we have to take. I'll just let you know that we have to take them, and this is one of them. And so, do be back here in your seats in exactly 30 minutes. And until then, the Court is in recess.

Okay.

THE COURTROOM DEPUTY: Thank you, everyone. We're off the record.

THE COURT: And we're off the record now.

(Jury venire excused)

(Recess taken from 10:27 a.m. to 11:01 a.m.)

(The following proceedings were held in the presence of the Jury venire)

THE COURT: Okay.

THE COURTROOM DEPUTY: Okay, everyone, we're back on the record. We're here in Civil Action 19-4250, Allison Rice versus City and County of San Francisco, et al.

Please go ahead, Judge.

THE COURT: That's fine.

Your venire.

MS. ROSENBLIT: Thank you, Judge.

All right, good morning. Again, my name is Renée Rosenblit. And along with my colleague Raymond Rollan (Indicating), we represent the City and County of San Francisco. And specifically in this case, the Mayor's Office of Housing and Community Development. And we're joined today with our client, Maria Benjamin. You guys may also see a parelegal or two coming in and out, as part of our team.

I just want to say again, thank you guys for being here today. We really appreciate your time and your dedication to your civic duty, and your candor.

As counsel explained in the beginning, our goal today is to find the people who are best suited for this case. And as part of that process we are going to talk about some of the issues that arise in the case, and some of those might be personal issues.

As the judge said, if anything strikes a little too close to home or feels too personal to share in a group we can definitely discuss that in private. But I do appreciate everyone being candid and forthright in your responses, so thank you in advance.

So with that preamble, I'm going to dive right into some hard stuff. So has anyone here -- can you guys hear me?

(Members of the Jury Venire indicate in the affirmative)

MS. ROSENBLIT: Okay. Has anyone here ever experienced paranoid schizophrenia, major depressive disorder, or been hospitalized for any kind of psychiatric treatment?

(No response)

MS. ROSENBLIT: If you would please raise your hand.

(Hands raised)

MS. ROSENBLIT: All right. Juror No. 10.

Thank you.

You raised your hand. Can you tell me more about that?

PROSPECTIVE JUROR RESHETIKHIN: I could speak more in private. But, I had major depressive disorder.

MS. ROSENBLIT: And Your Honor, maybe we can --

THE COURT: We can decide whether you need to. I mean, it's been identified, but we don't have to talk about it out loud. You talk about whatever you are comfortable saying. And it's completely okay not to share things publicly that you don't want to.

PROSPECTIVE JUROR RESHETIKHIN: (Nods head)

MS. ROSENBLIT: All right.

THE COURT: And if you want to follow up privately, we can reserve some of your time at the very end for anything private.

MS. ROSENBLIT: Okay. All right.

How has that disorder affected your life?

PROSPECTIVE JUROR RESHETIKHIN: Well, I could speak more in-depth, like, privately but I would say that mine, thankfully, was just one long episode, so it hasn't been a life-long thing. So it affected that time of my life, but thankfully, not many of the other parts.

MS. ROSENBLIT: Has it shaped your views on mental health and how you view persons with mental-health issues?

PROSPECTIVE JUROR RESHETIKHIN: Um, I don't think that experience, per se, has shaped my view. Yeah, I think I've had similar views before and after.

MS. ROSENBLIT: Thank you for sharing.

PROSPECTIVE JUROR RESHETIKHIN: (Nods head)

MS. ROSENBLIT: And Juror No. 22, I see you raised your hand.

PROSPECTIVE JUROR THOMAS: Um, yeah. I experienced major depressive disorder.

(Reporter clarification)

PROSPECTIVE JUROR THOMAS: I've experienced-slash-experiencing, I guess.

MS. ROSENBLIT: So past and present, it sounds like.

PROSPECTIVE JUROR THOMAS: Yes.

MS. ROSENBLIT: And how does that affect your life?

PROSPECTIVE JUROR THOMAS: It affects it almost every way. Socially, at work, financially.

MS. ROSENBLIT: Okay. And does it shape the way you

think about mental-health issues and folks with mental-health issues?

PROSPECTIVE JUROR THOMAS: It has. It's contributed to it. I also work in healthcare, so I see a lot -- I see pretty much all the sides of mental health.

MS. ROSENBLIT: Thank you for sharing.

Anyone else?

(A hand is raised)

MS. ROSENBLIT: All right, No. 31, is that right?

PROSPECTIVE JUROR BEBERVANZO: Thank you. Yeah. Major depressive disorder.

MS. ROSENBLIT: And how has that affected your life?

PROSPECTIVE JUROR BEBERVANZO: Um, I've struggled to keep work because of it. I've dropped out of college twice because of it. That's kind of the big ones.

MS. ROSENBLIT: That sounds like it's had a big impact on your life.

PROSPECTIVE JUROR BEBERVANZO: Yeah.

MS. ROSENBLIT: Yeah. As a result of that experience, do you think it would be challenging for you to be fair in a case with someone -- you know, a case that involved someone who has a similar mental health disorder?

PROSPECTIVE JUROR BEBERVANZO: I think it could, potentially. It changes your perspective on it.

MS. ROSENBLIT: So one of the instructions that you

all will receive is that you should only consider the evidence that's presented here in this courtroom. And as difficult as it is to not bring in outside experiences, and personal likes and dislikes, you're only to judge the case based on the evidence that's presented here.

Do you think, based on your experience and condition, that that would be challenging for you?

PROSPECTIVE JUROR BEBERVANZO: No. You know -- well, it would be challenging, but doable. You know, I could -- I could do it. But it's one of those biases that you have to look through.

MS. ROSENBLIT: All right. Thank you.

Anyone else?

(No response)

MS. ROSENBLIT: No. Anybody with close friends or family with similar mental health disorders?

(Show of hands)

MS. ROSENBLIT: Oh, I see a lot of hands. All right. Anyone who thinks that having family and friends, those experiences, would change how you view the evidence in this case?

(Show of hands)

MS. ROSENBLIT: All right. Juror No. 7, I see your hand is raised.

PROSPECTIVE JUROR LIANG: Because I see my friends or

family going through it, I just apparently have a bias to be more lenient, and feel like we should give more leeway or accommodations to those who are experiencing those feelings.

MS. ROSENBLIT: All right. And as a result of those views, do you think it would be challenging for you to view this case impartially?

PROSPECTIVE JUROR LIANG: Yes.

MS. ROSENBLIT: It sounds like you might be better suited for a different case that's up here in the Federal Court rather than this case. Do you agree?

PROSPECTIVE JUROR LIANG: Yes.

MS. ROSENBLIT: It sounds like it might be difficult for you to be 100 percent fair in this case, right?

PROSPECTIVE JUROR LIANG: Yes.

MS. ROSENBLIT: Thank you for your honesty and candor. I appreciate that.

Let's see, anyone else? Did anyone else raise their hand?

(Show of hands)

MS. ROSENBLIT: All right, Juror -- is it 14?

PROSPECTIVE JUROR LAVER: 14.

MS. ROSENBLIT: Can you tell me about that?

PROSPECTIVE JUROR LAVER: Um, I have a lot of friends who have mental health disorders, family who also suffer from mental health disorders. I've seen a couple of them hospitalized.

MS. ROSENBLIT: And do you think that will change the way you view the evidence in this case?

PROSPECTIVE JUROR LAVER: I think it's a factor in the case. But I don't know that it would necessarily cause me to sway one way or another, but I definitely think it is something that needs to be considered, because it's a factor.

MS. ROSENBLIT: Sure. So as you've heard, this case is brought by the plaintiff Allison Rice, who has a mental health disability and is also a veteran. So I'm afraid that some people will feel more sympathetic to Mr. Rice because of his mental healths disability or because he is a veteran, and not be able to evaluate the evidence fairly.

Do you think that you would feel overly sympathetic to Mr. Rice, or do you think you would be able to evaluate the evidence fairly?

PROSPECTIVE JUROR LAVER: If it's a sliding scale, I would probably be more on the side of leniency, just because I do have experience with war veterans and with people with mental health disorders.

MS. ROSENBLIT: Okay. So one way to think of this is, like I said, you guys are going to get an instruction if you are impaneled on the jury that you are only to consider the evidence in this case. So that means right now, none of us have seen any evidence so we don't have any information. Sitting here today do you feel like one party is kind of ahead

or behind of the other party?

PROSPECTIVE JUROR LAVER: Not at all. I don't know enough about the case.

MS. ROSENBLIT: Do you think you would feel -- if you listened to Mr. Rice testify, do you think you would be more or less likely to believe him simply because he has a mental health disorder?

PROSPECTIVE JUROR LAVER: I'm sorry, say that again?

MS. ROSENBLIT: Yeah, sure; maybe that was a bad question.

PROSPECTIVE JUROR LAVER: No, no --

MS. ROSENBLIT: You know, Mr. Rice is going to testify in this case. Do you think that you would feel more sympathetic because he has a mental health disorder?

PROSPECTIVE JUROR LAVER: I'm not sure.

MS. ROSENBLIT: Okay. Thank you. I appreciate it.

PROSPECTIVE JUROR LAVER: That's okay.

MS. ROSENBLIT: I'm trying to figure out what you meant by the sliding scale of leniency.

PROSPECTIVE JUROR LAVER: Yeah, I think it is just a factor that you consider when thinking about a person as a whole. And I think I would try to look at the case as a whole.

MS. ROSENBLIT: Do you think you could be fair and impartial?

PROSPECTIVE JUROR LAVER: I think I could be.

MS. ROSENBLIT: All right.

Anyone else?

Thank you.

PROSPECTIVE JUROR LAVER: Uh-huh.

(A hand is raised)

MS. ROSENBLIT: Um, let's see. No. 36?

PROSPECTIVE JUROR JUNG: Yes.

MS. ROSENBLIT: Okay. Thank you.

PROSPECTIVE JUROR JUNG: Yeah, I have family members, (Inaudible) --

(Reporter clarification)

THE COURTROOM DEPUTY: Push the button up.

THE COURT: It's probably dead. Do we have another mic?

THE COURTROOM DEPUTY: Yes, I have another battery.

(A pause in the proceedings)

PROSPECTIVE JUROR JUNG: Like I was saying, I have family members and many friends that struggle with mental disorders.

And I think that's, at least in my opinion, would be one of the facts that I would consider, is that he does have mental disabilities or disorders that could affect his every day-to-day life, and that's just like a fact of the case that I would take into consideration.

MS. ROSENBLIT: And when you say you would take it

into consideration, do you feel that Mr. Rice is starting ahead already at the beginning of the case?

PROSPECTIVE JUROR JUNG: I wouldn't say he's starting ahead.

MS. ROSENBLIT: Okay. Do you think you could be fair and impartial?

PROSPECTIVE JUROR JUNG: I wouldn't say, very. I think I would have some sort of bias to it.

MS. ROSENBLIT: Okay. So you think you have some bias towards the plaintiff because he has a mental health disorder?

PROSPECTIVE JUROR JUNG: Yes.

MS. ROSENBLIT: And that would make it difficult for you to be fair in this case?

PROSPECTIVE JUROR JUNG: Yes.

MS. ROSENBLIT: Okay. Thank you for your honesty. All right. Anyone else?

(A hand is raised)

PROSPECTIVE JUROR THOMAS: I have -- (Inaudible)

MS. ROSENBLIT: Okay. Let's, yeah, let's go back to you, No. 22.

THE COURT: Get the mic.

MS. ROSENBLIT: Now that we have talked about this in the group a little bit more, how do you think your own personal experience and your experience with your friends and family would impact your ability to sit as a juror in this case?

PROSPECTIVE JUROR THOMAS: Um, I'm not really sure it would affect it, as much as just give me, um -- well, my own experience, I know you said you're not supposed to pull from it, but having experienced it, myself, and experienced it as a family, and experienced it by watching other people in my job, I think it gives me a lot of perspective about how different and how varying they can be with each different person.

Like, if I were to be biased towards someone with depression, that means I would be, you know, treating every single patient who comes in the same. But there's so many, you have to come in with an open mind, and it's basically a clean slate every time you have a new person that you are interacting with.

MS. ROSENBLIT: What do you do?

PROSPECTIVE JUROR THOMAS: I'm an emergency room technician.

MS. ROSENBLIT: Okay, all right. So as you heard this morning, this is plaintiff Allison Rice's case. He brought this case against the City. And so it's his burden of proof.

Would you have any trouble holding him to his burden of proof in this case?

PROSPECTIVE JUROR THOMAS: Not at all. I think that, you know, it's -- there's so many different levels to mental illness and how you handle it as an individual that, like, I'd really need more information, I know.

MS. ROSENBLIT: Thank you. I appreciate that.

PROSPECTIVE JUROR THOMAS: Sorry.

MS. ROSENBLIT: All right. Earlier, counsel asked if anyone had served in the military or had family and friends who served in the military and I know a number of you raised your hands.

Does anyone feel that they wouldn't be able to hold the plaintiff to his burden of proof because he's a veteran or because he has mental-health issues?

(No response)

MS. ROSENBLIT: Okay. Does anyone here feel like they would be overly sympathetic because Mr. Rice is a veteran, or because he has mental-health issues, in a way that would make it difficult for you to sit as a juror in this case?

(No response)

MS. ROSENBLIT: All right, thank you. Has anyone here had experience requesting a reasonable accommodation for a mental or physical disability?

Do you have any --

(A hand is raised)

MS. ROSENBLIT: Yes, let's see, Juror No. 18.

Tell me about that.

PROSPECTIVE JUROR HAGGART: Yes. Just at work, when I had my child, related to both family leave and then accommodations when I returned to work.

MS. ROSENBLIT: Was it a positive or negative experience?

PROSPECTIVE JUROR HAGGART: It was a positive experience.

MS. ROSENBLIT: Okay, great. Is there anything about that experience that would make it challenging for you to be a fair juror in this case?

PROSPECTIVE JUROR HAGGART: No.

MS. ROSENBLIT: Thank you.

Anyone else?

(A hand is raised)

MS. ROSENBLIT: Yes, Juror No. 3.

PROSPECTIVE JUROR KE: Not to me personally, but I have a nephew who was arrested for assault on Christmas, and he was found not to be able to be -- to stand trial, himself. And so he's been held in Martinez for -- since then, as they look for a bed where they can take him to, somewhere where he could be treated.

It's been a long process for our family.

MS. ROSENBLIT: I see. And how does that, if at all, impact your view on reasonable accommodation requests?

PROSPECTIVE JUROR KE: Not too much at all. Just watching the process is frustrating.

MS. ROSENBLIT: And do you blame anyone for that frustration?

PROSPECTIVE JUROR KE: Yeah, I blame his parents. It's been a long road of us trying to intervene, and them not making the right decisions.

MS. ROSENBLIT: Okay. All right. Thank you.

Anyone else have experience with reasonable accommodation requests for family and friends?

(A hand is raised)

MS. ROSENBLIT: Juror No. 41. Thank you.

PROSPECTIVE JUROR WU: I'm Juror No. 41. I have a brother who is on the autism spectrum disorder, so I've also had to request accommodations for him at schools. So every school he's attended, every teacher, during parent/teacher conferences I've had to talk to the teacher regarding his condition, and how he's doing in school. And progress on his behavior.

MS. ROSENBLIT: And have those requests generally been granted or denied?

PROSPECTIVE JUROR WU: Yes. He is in special programs in school, and also I guess in other non-school and educational settings, it's -- it usually is a longer process. But in terms of school, they generally -- generally have been granted.

MS. ROSENBLIT: Great. And so has that generally been a positive experience or a negative experience for you?

PROSPECTIVE JUROR WU: I would say positive, but it's -- it's still complicated and difficult, just because a lot of

times we have to be the ones to look out for the resources that are needed, so those resources aren't necessarily made visible. So it's only if you look for it you'll find it.

And the families always have to be the ones -- or us, we have to be to the ones to, kind of, start the process.

MS. ROSENBLIT: Thank you.

Does anyone here think that the City should accommodate any and all accommodation requests for a disability? Or do you folks think that it depends on whether the accommodation is reasonable or not?

Let me ask it a better way. I'll just ask the first part. Does anyone think that the City should accommodate any request for a disability?

(A hand is raised)

MS. ROSENBLIT: All right. Juror No. 40.

PROSPECTIVE JUROR KAUFMAN: I guess you -- the word "accommodate" is, it's a -- well, I would say "consider," that the City should consider all reasonable requests. "Accommodate" assumes a different -- a different action.

MS. ROSENBLIT: Thank you. And I think I need to clarify, so I really appreciate that.

Does anyone think that every request for an accommodation based on a disability should be granted?

(No response)

MS. ROSENBLIT: I see No. 8 doesn't have a hand

raised, but seems to want to talk. Is that right?

PROSPECTIVE JUROR PEREZ: I wasn't sure if I heard that right, actually. Do you mean that the City is obligated to at least listen to it and consider it?

MS. ROSENBLIT: No. That's a great question. Do you think that the City would be obligated to grant the request, no matter whether it's reasonable or not?

PROSPECTIVE JUROR PEREZ: Oh, no. I just think they should be considered, and they should be obligated to actually listen to it, listen to them, and consider the case. And usually I guess it would be a case-by-case, and determined by probably requirements, and if there are any kind of codes or whatever. So...

MS. ROSENBLIT: Great. Thank you very much.

THE COURTROOM DEPUTY: Counsel, you have eight minutes.

MS. ROSENBLIT: Thank you.

THE COURT: Just because, if you wanted to reserve any of them for followup private questions. You may not need to, but it does count.

MS. ROSENBLIT: Oh, okay. Thank you.

Does anyone here -- has anyone here worked in urban planning or affordable housing?

(A hand is raised)

MS. ROSENBLIT: Yes. Juror No. 2.

PROSPECTIVE JUROR KIM: Juror 2, yes, Dennis Kim.

MS. ROSENBLIT: What is your experience in affordable housing?

PROSPECTIVE JUROR KIM: I work for KL Contractors who build a lot of affordable housing around the Bay area, and San Francisco as well.

MS. ROSENBLIT: And what is your role with that company?

PROSPECTIVE JUROR KIM: I'm an estimator.

MS. ROSENBLIT: Do you have any views on how taxpayer dollars should be spent on affordable housing?

PROSPECTIVE JUROR KIM: Um, I don't have any strong views about how it should be spent. But I -- I do -- I do think that, yeah, the government should spend some money.

MS. ROSENBLIT: Are you familiar with, like, the rules and restrictions that come along with affordable housing?

PROSPECTIVE JUROR KIM: More on the construction and technical side, not so much on written rental agreements or ownership agreements, no.

MS. ROSENBLIT: Okay. Thank you very much.

Earlier there was some discussion about home ownership and the rights of homeowners to do things on their property, like remodel or refinance, things like that.

And I'm sorry, I'm going to pick on you, because I haven't heard too much from you, Juror No. 5.

PROSPECTIVE JUROR BATURYN: Could you repeat the question, please?

MS. ROSENBLIT: Yeah. So if there was a contract that provided certain rights and obligations for a homeowner who owned an affordable housing home, do you think that that homeowner would need to follow that contract?

PROSPECTIVE JUROR BATURYN: Yes.

MS. ROSENBLIT: Okay. Does anyone disagree with Juror No. 5?

(No response)

MS. ROSENBLIT: Does anyone feel like the rules and restrictions don't apply because you are a homeowner?

(No response)

MS. ROSENBLIT: Okay. Seeing no hands. Thank you.

Speaking of rules, you know, some people belief that rules serve a purpose and they are important to follow and other people feel like rules are meant to be broken, maybe it's better to seek permission -- or seek forgiveness than permission.

Juror No. 6, I'm going to pick on you. Which side do you fall more on? Rule-following? Or just -- break the rules, ask later?

PROSPECTIVE JUROR OSIAS: I would say the rules. I mean, you gotta proceed to the rules of the city, county. Everything that you do, you have to live by the rules. So

that's what I would...

MS. ROSENBLIT: All right, thank you for that response.

Does anyone here disagree with Juror No. 6, and think that it's fine to break the rules?

(Hands raised)

MS. ROSENBLIT: All right. Juror No. 9.

PROSPECTIVE JUROR DEGRASSI: Depends on the circumstances. But if they're arbitrary, then -- and not a safety hazard to others, then they're not necessarily -- they don't necessarily need to be followed. I think it's case by case.

MS. ROSENBLIT: Okay. Thank you.

(A hand is raised)

MS. ROSENBLIT: And what if those rules are part of a contract, something that you have agreed to? Does that change your opinion?

PROSPECTIVE JUROR DEGRASSI: I think in the circumstances you are talking about, it would depend on the specific instance. Yeah, it's hard to comment on, not knowing exactly what you're asking.

MS. ROSENBLIT: Okay. Thank you.

PROSPECTIVE JUROR DEGRASSI: Yep.

MS. ROSENBLIT: Um, Juror No. 17, I'm going to pick on you now. What do you think about this, this idea --

PROSPECTIVE JUROR ROSETE REYES: When there is a contract, it must be followed. I think that if it is something legal it should be followed. If there's no written contract, it could be different and open to consideration.

MS. ROSENBLIT: Okay. Thank you very much.

Judge, do I have enough time --

THE COURTROOM DEPUTY: You have three minutes, 19 seconds.

MS. ROSENBLIT: I would like to reserve that.

THE COURT: That's fine. We can do that. I'm just going to ask a couple questions, so we will talk about what happens next.

We may have a couple followup questions for private, and we will do that together. Then we will figure out what kind of a break we need to take to accommodate that.

One thing is we sent out -- we sent out questionnaires to try to get at this issue, so thank you for filling them out. But at a trial -- and this is a short one in this case, as trials go. So in the great wash of jury service -- I just had a five-week class-action antitrust trial last year, for example. And in the great wash of trials, this is a pretty sweet one from a time-in perspective.

But, so, I do just want to ask you, though, I do want to make sure. And the reason we do questionnaires is we do have people who won't get paid if they are on jury service or there

is something that is extenuating and we try to vet for that before you come in.

And I just wanted to give everyone an opportunity that if being on the jury would pose any particular hardship for you, knowing that it's going to be a pretty short trial, if you can raise your hand and --

(A hand is raised)

THE COURT: Okay. And you are a student, I know that.

PROSPECTIVE JUROR ROSETE REYES: I work graveyard shift.

THE COURT: Why don't we hand you the mic, just to make sure you --

PROSPECTIVE JUROR ROSETE REYES: My hardship is I'm paycheck to paycheck, so --

THE COURT: And you said you worked the graveyard shift. What are your hours?

PROSPECTIVE JUROR ROSETE REYES: Today I got off at 3:00, woke up at 5:00, so I'm still, you know --

THE COURT: Okay. We would love to have you. Remind me what you do.

PROSPECTIVE JUROR ROSETE REYES: I'm a destruction technician. Shred documents and --

THE COURT: I know Iron Mountain. Every lawyer knows Iron Mountain.

PROSPECTIVE JUROR ROSETE REYES: Yeah, so I work

graveyard, so --

THE COURT: So you work graveyard. What are the days of the week that you work, typically?

PROSPECTIVE JUROR ROSETE REYES: Monday to Friday, sometimes Saturdays, from 5:30 to --

THE COURT: So you get to work at 5:30.

PROSPECTIVE JUROR ROSETE REYES: And afternoon too --

THE COURT: My goodness, that's going to be a little tough with the trial day. Will you get paid for jury service if you --

PROSPECTIVE JUROR ROSETE REYES: No, they don't. They don't pay.

THE COURT: I really appreciate your coming in here. Good effort.

PROSPECTIVE JUROR ROSETE REYES: Like I say -- I got to follow the rules, I don't want to -- I don't think they apply. I'm already under-paid.

THE COURT: You're a good person for following those rules and for coming in. And that's a tough one. So thank you for sharing that. We'll talk about it separately. The lawyers will and I will talk about that. Sleep wellness is an important part of life. Right?

Anyone else wanted to mention any --

PROSPECTIVE JUROR ROSETE REYES: Right now I'd be sleeping.

THE COURT: Exactly. Well, you're pretty energetic for somebody who got two hours of sleep. Running on caffeine.

PROSPECTIVE JUROR ROSETE REYES: I don't want to pay no fine or nothing.

THE COURT: Good. Well, thank you. Thanks for letting us know.

PROSPECTIVE JUROR LAVER: So I also work night shift. I'm an emergency veterinary nurse. And I actually had to miss work last night, so that I could get here today on time. So I had to use my vacation time in order to pay for that.

I'm also missing work tonight if I'm not out of here at a decent time, because I haven't slept.

THE COURT: You will get out of here at a decent time today, so I can --

PROSPECTIVE JUROR LAVER: Yeah, I work 7:00 p.m. to 7:30 a.m.

THE COURT: And do you -- are you paid for -- and remind me of your juror number.

PROSPECTIVE JUROR LAVER: 14.

THE COURT: And will they pay you for jury service?

PROSPECTIVE JUROR LAVER: If I take my vacation time. Otherwise it's a no, it's a no-pay situation. And I live paycheck to paycheck as well.

THE COURT: Okay.

PROSPECTIVE JUROR LAVER: So that's kind of my, like,

main hesitation.

THE COURT: Okay. Got it. These are things -- one of the issues is there's a balance between who can do it and who can't, and our need to get a jury. So we will definitely have a conversation about this when we -- you'll see at a certain point we will take a quick break to follow up on private stuff, and then we will figure out what to do about who is on.

Juror No. 21, right?

PROSPECTIVE JUROR THOMAS: 22. I just have a question.

THE COURT: Yes.

PROSPECTIVE JUROR THOMAS: What time is it starting? Will it -- for the next few days will it start again at, like, 7:45?

THE COURT: 8:30.

PROSPECTIVE JUROR THOMAS: 8:30, okay.

THE COURT: And it will be pretty short. My best of all possible worlds, it's three days next week before we finish here. And then the third day won't be so long.

I try very hard to be super organized. And as the lawyers know, I probably asked them 23 times, when do we need these breaks, and how long can we do it, to try and be as efficient as possible.

But yes, 8:30. It is early, I understand, but hopefully Tuesday traffic will not be bad, because it's a holiday weekend

and 8:30.

PROSPECTIVE JUROR THOMAS: I just have to drop a dog off at daycare.

THE COURT: Okay, I almost said bring the dog, but I wouldn't be too popular in the building if I did that.

Okay, anyone else with that kind of a hardship?

(A hand is raised)

THE COURT: Yes. And your Juror number?

PROSPECTIVE JUROR MOGHIMI: Juror No. 27.

THE COURT: 27.

PROSPECTIVE JUROR MOGHIMI: I have a heart issue, heart problem. And they're going to put on a machine in me, monitor, for next week, to make sure everything is running right.

THE COURT: I'm sorry to hear that. So you have a doctor's appointment this week about that?

PROSPECTIVE JUROR MOGHIMI: Not a doctor appointment. They're going to put a machine on me, check my heart.

THE COURT: Is it like a machine that you're going to go into the doctor's office and --

PROSPECTIVE JUROR MOGHIMI: I have to keep it; I have to sleep with it.

THE COURT: Okay. That sounds like a big deal. And do you have an appointment to get in and get that mechanism?

PROSPECTIVE JUROR MOGHIMI: I do have an appointment.

THE COURT: When do you go in to get the machine?

PROSPECTIVE JUROR MOGHIMI: Wednesday and Thursday of next -- next week.

THE COURT: Wednesday or Thursday, next week.

PROSPECTIVE JUROR MOGHIMI: I followed the rules, so that's why I came. I didn't want to mention that when I filled out the questionnaire.

THE COURT: All right. I'll mark that down, too, and we'll talk about it. Okay. Good, thanks for -- keep my fingers solidly crossed for you.

And hopefully -- we live in an age of burgeoning biotech and. Hopefully we get ahead of some of these problems.

PROSPECTIVE JUROR MOGHIMI: My blood pressure is so high even right now, I can feel it.

THE COURT: Well -- okay.

PROSPECTIVE JUROR MOGHIMI: (Inaudible)

THE COURT: I'll try to keep the blood pressure down.

PROSPECTIVE JUROR MOGHIMI: Yeah.

THE COURT: It makes me stressed out hearing about it, so I can appreciate -- I can appreciate it.

PROSPECTIVE JUROR MOGHIMI: Don't worry about it. Thank you so much.

THE COURT: Of course. Thanks for bringing it up.

Anybody else?

(A hand is raised)

THE COURT: I know you're after -- 31, 32, 33.

PROSPECTIVE JUROR TORRES GARCIA: 35.

THE COURT: 35.

PROSPECTIVE JUROR TORRES GARCIA: So, same thing as you (Indicating). I got off work like 2:00, 3:00 in the morning. I live in Napa, and don't have a car right now. So I slept, like, three hours today.

THE COURT: Okay. Napa. How did you get here?

PROSPECTIVE JUROR TORRES GARCIA: My friend gave me a ride. She's been waiting in the cafeteria this morning.

THE COURT: Okay. Well, the cafeteria's not bad. I should tell -- pro tip for anyone in the jury, they make breakfast to order.

PROSPECTIVE JUROR TORRES GARCIA: Yeah. The food was pretty good.

THE COURT: Okay. So that's a long haul for you. Appreciate you figuring out how to get here today. And I'll mark that down to talk with the lawyers when we go into a little bit of a separate session to kind of work out logistically.

We try, you know, if we can, to accommodate people when it's really tough for them to be on a jury. But we will talk about that when we take our break.

Okay. Anybody else?

(No response)

THE COURT: Look around the room, before -- just kidding. Before -- we are good.

Thank you for that. So I think -- who did you want to talk with privately?

MS. ROSENBLIT: Juror No. 10, please.

THE COURT: Okay. We'll make it super quick, it's no more than three minutes.

So we'll take a break for everybody else. We're going to go into the jury room -- if that's okay with you, Belle, because we're going to do peremptories and for-causes.

Probably what we do next folks, so this will be a little bit longer of a break. Not long-long, just -- I can't tell. It might be 15 minutes, it might be 20 minutes, it might be 30 minutes. More likely on the 15 to 20-minute side.

So we'll go talk about some of these hardships that people have raised. We'll take three minutes first with you (Indicating), and then you'll get your break.

I would say when you all come back in, just have a seat out there. And because hopefully what we will do -- the best laid plans, of course. My plan at the moment is when we come back we will figure out the eight people who will be on the jury. We will just call up those eight people and give them the oath to be jurors.

So that's why, rather than have you sit in your seats and have to scramble for everybody to get up, that's why I'll have

you in the audience.

So with that, the Court's in recess.

Three minutes with you, and then you will get your break too. I think if you come back here in about 20 minutes, just, or -- that would be great.

(Jury Venire excused)

(The following proceedings were held in the jury room, outside of the presence of the Jury Venire)

THE COURT: Thanks, we will keep this super short.

MS. ROSENBLIT: All right, thank you so much.

PROSPECTIVE JUROR RESHETIKHIN: Yeah.

MS. ROSENBLIT: I don't know if this is any less intimidating with a room full of attorneys, but I certainly want to be sensitive on these topics.

Can you tell us a little bit about the episode that you had?

PROSPECTIVE JUROR RESHETIKHIN: Yeah. So I think upon further, I've had maybe two episodes. The first was in my early twenties. And I consider it just because of some, like, unluckiness in my personal life, like my boyfriend went to jail, and all these personal things were happening that caused me to be hospitalized for a week for depression.

And then the later one was during the pandemic. And I was given leave off of my work, but then I went back to work so it was okay. So, yeah.

MS. ROSENBLIT: Okay. Thank you for sharing. That sounds hard. Have those experiences shaped how you feel about depression?

PROSPECTIVE JUROR RESHETIKHIN: Um, not so much because I have family members -- like a cousin with schizophrenia that was developed after drug -- many years of drug abuse, and I have another cousin who is bipolar which developed after drug abuse.

So I, like, had prior experiences with, like, knowing about mental health, and how it can affect many people's lives.

MS. ROSENBLIT: Okay. As you heard me say before, you know, one of the things we're trying to get at is to make sure neither side is kind of starting ahead, so to speak, or behind at this point in the case.

PROSPECTIVE JUROR RESHETIKHIN: Uh-huh.

MS. ROSENBLIT: Do you feel like, based either on your own experience or that of family members, that one party is starting ahead or behind?

PROSPECTIVE JUROR RESHETIKHIN: Um, I feel like I try to stay very distant from the topic. And although I do have compassion, I was personally harmed by a family member who was bipolar. And I've had to cut off contact. So I -- like, a mixed view.

MS. ROSENBLIT: Okay. Sometimes these issues just hit too close to home.

We will have, you know, the plaintiff testify about his mental-health issues. And several doctors testify. Do you think that you will be able to sit through that testimony and consider it fairly? Or do you think it would be a challenge to hear about those experiences?

PROSPECTIVE JUROR RESHETIKHIN: I don't think it will be so much of a challenge, because a lot of my life has just been, like, with all of these challenges, like, it's something that I'm, like, very familiar with. I don't know if it will be a challenge, but yeah. So --

MS. ROSENBLIT: Okay, all right. Is there anything else that we should know about those experiences that might impact the case or your ability to judge the case?

PROSPECTIVE JUROR RESHETIKHIN: Um, I don't think so. I think I kind of gave you guys the gist of it, yeah, uh-huh.

MS. ROSENBLIT: Okay. Thank you.

THE COURT: Okay. Yeah. All right.

MS. LEE: Thank you so much.

THE COURT: Thanks for giving that context. Good for, you know, taking on your life challenges. And it was good of you to share them with us and not -- because it is tough to come to court and have people talk about private things.

MS. ROSENBLIT: Yes.

THE COURT: So I really appreciate that you were able to do that so nicely.

PROSPECTIVE JUROR RESHETIKHIN: Thank you.

THE COURT: You can take your break, and I'll see you in about 20. Thanks. And I'll open the door just for you.

(Prospective Juror Reshetikhin leaves the jury room)

THE COURT: So let's go causes first. If you need to go get your laptop, that's fine.

Because you know that we go from -- you know, we will kind of go down the numbers and we'll see what the causes look like. And then it's just three peremptories each, do the math. As soon as you get 14 people cleared for cause you can do the jury.

MS. ROSENBLIT: Can we do hardship first?

THE COURT: That's what I mean. I call it "cause," I'm calling it "hardship/cause." I mean, you guys treated hardship as cause, so I'm just putting the two together. That's what happened here.

So we will see -- everybody here. Okay. So, I'm going to get my binder. Did not bring my binder.

(A pause in the proceedings)

THE COURT: Let's do hardships and causes. Yeah, so let's -- so let's do them in order. Just because we will just go down the list.

So when we -- you know, it doesn't make any sense to do them separately.

MS. LEE: Yeah.

THE COURT: We're on the record.

MS. LEE: No. 6, the guy in the back who was on the graveyard shift and didn't sleep much, we would be okay with striking him for hardship.

THE COURT: What do you think? There are all these people. I mean, he seemed like a great juror. But he's going to be -- supposed to be at work at 5:30, he won't get paid, and he won't get any sleep.

MS. ROSENBLIT: I -- Your Honor, I think we need to treat them all the same, the folks who are on the night shift.

THE COURT: Oh, no; all of those people who say that, I think they're all gone.

MS. ROSENBLIT: So I think that is --

THE COURT: The heart woman.

MS. LEE: 6, 14 and 35.

THE COURT: I agree with that. It would be every --

MS. ROSENBLIT: The heart, also.

THE COURT: We would have excused them for hardship if they put them on the questionnaire, and that is how they are treated, so all of them go.

MS. LEE: I think we have 6, 14 --

THE COURT: Let's just go slowly, because I need to cross them off my list.

MS. LEE: Yeah, sure.

THE COURT: So 6, yeah, 14. She's the ER, paycheck to

paycheck.

MS. LEE: Yeah. 27 is the one with the heart issue.

THE COURT: Just a sec.

MR. FISHER: 35.

THE COURT: 27?

MS. LEE: 27, Laila Moghimi.

THE COURT: She was also a lactation counselor.

So, 27.

MS. LEE: And 35 is the one that came from Napa and had a friend to drive her.

THE COURT: By the way, Rose said she had to go see Judge Hixson, and was relying on you to tell her the hardships.

So those are hardships.

(Off-the-Record discussion)

THE COURT: So that, I need to -- sorry, just before we do the rest, one, two, three -- I have this whole system just to keep track of the math, because we don't need to go down a rabbit hole of -- of excuses, unnecessarily.

Okay, how many for-causes did you each have, out of curiosity, numbers that you thought were potential -- don't tell me who they are yet, that's not the reason. This is a math problem for the moment.

How many potential causes do you have left for each side, plaintiffs and --

MS. LEE: We don't have any.

THE COURT: Okay.

MS. ROSENBLIT: Defendants have two.

THE COURT: Okay, so what are your numbers? Give me a second, then, to figure this out because it's -- depending where they are, you may not need to get to them.

So what are your numbers?

MS. ROSENBLIT: So, No. 7.

THE COURT: And what is your next number?

MS. ROSENBLIT: 36.

THE COURT: We will not need to get to 36.

MS. ROSENBLIT: Okay.

THE COURT: So that means Juror No. 24 is our cutoff. If my math is correct. That's 15.

MR. FISHER: That's right.

THE COURT: So one potential for-cause, and then we are on to peremptories.

MS. LEE: Yep.

THE COURT: So Juror -- what juror did you say?

MS. ROSENBLIT: 7.

THE COURT: 7, Sandy Liang, who said -- you know, I know you will make your record, but she said it would be hard for her to be impartial. I mean, she nailed every question down, that she couldn't be fair.

(Off-the-Record discussion between counsel)

THE COURT: I don't think there is a lot you can do

with that.

MR. FISHER: (Nods head)

MS. LEE: Yeah, I think -- yeah, I think we had the same take-away with her.

THE COURT: So everybody agrees that the only remaining cause person is --

MS. LEE: 36.

THE COURT: Well, we don't need to deal with it, so we don't need to get there. So Juror 5 is excused for cause.

MR. FISHER: No --

THE COURT: 7, sorry. She was -- sorry, don't worry about it, that is my mistake. It's 7, okay.

MS. ROSENBLIT: So just for clarity that was --

THE COURT: Sandy Liang.

MS. ROSENBLIT: Sandy Liang, Juror No. 7, for cause.

THE COURT: Agreed to cause. Rose's minute order should say everybody agreed, everybody agreed that this is for cause. We have the transcript, but I like having it in the minute order.

Okay, so...

MS. LEE: Can we list off everyone who is left, just to make sure --

THE COURT: We'll do it in another way. Just give me a second. I have, like, this whole thing.

Okay, one, two, three, and then just to make sure we are

on the same page, four, five -- oh, just a second. Okay, never mind. Sorry. Six.

I feel like I got my numbers wrong, sorry. Just want to make sure I get them right. One, two, three, four, five, six, seven, eight, nine, ten, 11, 12, okay.

So if my -- if I'm getting this right, so this is where everybody can just double-check their list, our 14 that we need to get eight would be Juror No. 2, Dennis Kim.

MS. LEE: Yep.

THE COURT: Juror No. 3, Jeremy Ke. Juror No. 5, Daniel Baturyn.

Juror -- let me just cross that out -- 8, Ronald Perez. Juror No. 9, Antonio DeGrassi.

Juror No. 10, Anastasia Reshetikhin. Juror No. 12, Devin Gowdy. Juror No. 14, Tyesha Laver.

MS. ROSENBLIT: I think -- if you wish.

MR. FISHER: No, she --

THE COURT: Sorry, she's gone.

MS. LEE: I think 16 is next.

MR. FISHER: 16.

THE COURT: Did we get rid of 14?

MS. LEE: Yes.

MR. FISHER: Uh-huh.

MS. JIAM: For hardship.

THE COURT: Hardship, got it. Sorry.

Let me redo this. I had all that stuff done, and I, for some reason, didn't mark it down. So we are up to Juror No. 13, that would be our --

(Reporter clarification)

THE COURT: Sorry, you're right, Juror 12 is the seventh juror. Number 14 is gone. Juror No. 16 -- Juror No. 16, Sarah Ferreiro Hand would be 8. Juror No. 17, Benjamin Rosete Reyes would be No. 9. Juror No. 18 would be No. 10. We need four more. Juror No. 22, No. 11 --

MR. ROLLAN: Oh, I think No. 20, Your Honor, Katrina Liu.

THE COURT: Wasn't she the ER paycheck-to-paycheck that we struck for cause?

MS. ROSENBLIT: No, that was 14.

THE COURT: Got it. Sorry. So, 20, 20. So, then ten, eleven, okay. That explains it. Katrina Liu, right, exactly.

And Juror No. 22 is our 12th juror. Juror No. 24 is our 13th juror. And Juror No. 25 is our 14th juror.

Okay. That's it. All right. So four peremptories. It's a little hiccupy.

MR. ROLLAN: Three.

MR. FISHER: Oh, you mean like four --

MR. ROLLAN: Oh, four peremptory, okay.

THE COURT: I said four, the next stage -- Elaine's

not here, so people did not do my typical pass-back-and-forth, so I'm just going to say --

MR. FISHER: Your Honor, can we just have two minutes to talk to our client?

THE COURT: So what you're going to do is we are going to go back and forth across the table, okay, so one, two, three -- you know, back and forth. You will start -- yes, you can have a talk. But what you do is you just huddle.

MR. FISHER: Okay.

THE COURT: You can just go huddle there.

MR. FISHER: That's fine, yeah.

THE COURT: Because we've got no place to go. Or you go in the hallway there.

MR. FISHER: We'll go over there, yeah.

THE COURT: But you're going to want to huddle after each round.

MR. FISHER: Yeah, yeah.

THE COURT: Because you can say all you want, but it's not going to matter because if they knock somebody off that you don't want to knock off, you will have to regroup. It's great if you have a solution.

So this is how it goes. This is my sheet. You get it first, you will be the first one, and then it will pass across the table. And we'll talk about it along the way if there's anything weird.

So, start with you.

MS. ROSENBLIT: And if there are two passes --

THE COURT: If there are two passes, we're done.

MS. LEE: All right.

THE COURT: So use your -- you know, you do your math or whatever, but just come back with your first one. You can kind of rough-prioritize, but it's more important to just keep the ball rolling.

And I'll give you plenty of time with each round.

MS. ROSENBLIT: Thank you.

THE COURT: Not jamming anyone up here. I just know how it works.

(Off-the-Record discussion)

(A pause in the proceedings)

THE COURT: We can go back on the record. All right, so we are all good with the peremptories. So let me just figure out who we have I'm going to cross off who we don't have, and then we will know who we do.

So I'll say it as we go along. So peremptory one for the plaintiff, Ahsha Haggart. Juror No. 18.

For the defendant, Juror No. 12, Devin Gowdy.

The plaintiff's second peremptory is Antonio DeGrassi. Juror No. 9.

The defendant's second peremptory is Cara Thomas, Juror No. 22.

The plaintiff's final peremptory is Amy Perrone, Juror No. 24.

The defendant's final peremptory is Juror No. 10 -- make sure I'm in the right place -- Anastasia Reshetikhin.

Thus, means our jury is -- let me just get my numbers right.

I missed one somewhere. Sorry. Even though it's a beautiful system, it really is, can't get -- a lot of crossing off, right? Okay. I do everything just as I did it as a lawyer. I haven't changed a thing.

Okay. So as I -- correct me if I'm wrong. So we have -- our jury will be Juror No. 2, Dennis Kim; Juror No. 3, Jeremy Ke; Juror No. 5, Daniel Baturyn; Juror No. 8, Ronald Perez; juror No. 16, Sarah Ferreiro Hand; juror No. 17, Benjamin Rosete Reyes; juror No. 20, Katrina Liu; and Juror No. 25, James Parnham. That's our jury.

MS. LEE: That's what we've got.

THE PLAINTIFF: Your Honor?

THE COURT: Yes.

THE PLAINTIFF: I'm ignorant. Is there no alternative juror in cases --

THE COURT: That's a great question, Mr. Rice. And we do that in criminal cases. We sit alternates. But I just sit -- I build in two extras, so if we lose people they're alternates, so we pick eight and we let them all sit.

In my five-week trial I picked ten, lost one. But I don't make people sit through a civil trial and not get to deliberate, so everyone will deliberate. In civil cases we build in that extra room.

Great question. In criminal we don't, because of various constitutional issues. The alternates are excused at the end of the trial. If we lose someone in trial, then we bring them back, and they have got to start over again with deliberations. So that's how it works.

THE PLAINTIFF: Okay.

THE COURT: Great question. I'm constantly trying to interpret with people with the jury selection because it's not always obvious how it works.

Thank for doing a great job. We will go back, in, pull in our jury, give them the oath, and excuse them for the day. Well, I'll give them the preliminary jury instructions.

MS. ROSENBLIT: Right. Okay. Thank you.

MR. ROLLAN: Thank Your Honor.

THE COURT: It will take a second for Belle to get -- we're off the record now.

(Conclusion of sidebar discussion; the following proceedings were held in the presence and hearing of the Jury:)

THE COURT: We can go back on the record. I don't think we need to recall the case.

THE COURTROOM DEPUTY: Okay. We're on the record.

THE COURT: Okay. Great.

So, thank you, everybody, for -- we now, I think I mentioned we pick eight people. We were able to accommodate everybody's hardships. I appreciate, you know, people coming with no sleep, getting a ride from Napa. All the things that you did to get here.

And I -- I hope you got a little bit of a sense of how amazing it is when we all come together as a community and talk with each other in a conversation about jury service. And I really appreciate how you all participated in that conversation in a way that made it -- that was meaningful and important and helpful.

And so now what we have is we have eight people, we have done our best to accommodate all the hardships. And Rose, are you able to call them forward? Or do you want me to because I did the list in there?

I'll follow along with you if you're all right.

(Reporter clarification)

THE COURT: I can do it. So what I'm going to do, and the lawyers -- because I want you to know what a sophisticated problem-solver I am, highlights and cross-offs (Indicating).

And so what we are going to do is when I call your name you will come up in the order I call you. I'll do it one at a time. The first person I call will sit in the first seat. And we can spread out later, but there are eight people, so you

don't have to sit -- you just come in order and sit in order.

And lawyers, just shout out if I get it wrong.

First order of jurors is Juror No. 2, Dennis Kim, back to your original seat. Second juror is Jeremy Ke, also back to your original seat.

So -- I'm sorry; Mr. Kim is Juror No. 2, Jeremy Ke is Juror No. 3. I'm referring to the original numbers which you will now lose. You will just be who you are in court.

Our third juror is Juror No. 5, Daniel Baturyn. Our fourth juror is Juror No. 8, Ronald Perez. Sorry. This is the -- our fifth juror is Juror No. 16, Sarah Ferreiro Hand.

Our sixth juror is Juror No. 17, Benjamin Rosete Reyes.

Our seventh juror is Juror No. 20, Katrina Rose Liu, and our eighth juror is Juror No. 25, James Parnham.

So come on up and sit in the order I called you and then what Rose is going to do in a second is administer the oath and then I'm going to read the preliminary jury instructions and Rose will give you a teensy orientation and you will be on your way home.

THE COURTROOM DEPUTY: Uh-huh.

THE COURT: For those of you in the audience you can go back to the jury office if you have any questions. If you want to stick it out and see this, you're welcome to stay and see it. You don't have to, but if you wanted to, you can.

If you're around and you want to talk with me I'll chat

with you briefly after, but you don't have to. The jury office will give you further instructions about what happens next. So, thank you so much.

Okay, Rose, you can do the oath and --

THE COURTROOM DEPUTY: I'll let them leave first.

Thank you, everyone.

(Excused Prospective Jurors leave the courtroom)

THE COURT: Somebody left a backpack, that's good, Juror No. 3, now -- new No. 3. Okay. We'll get it.

THE COURTROOM DEPUTY: Okay. Can the jury stand, please.

Thank you. Raise your right hand.

(Jury Panel sworn in)

THE COURTROOM DEPUTY: Thank you. You have been sworn. Please be seated.

THE COURT: So I'm going to do the preliminary instructions just to get it out of the way so when you come in -- not -- not that they're not important; they're very important. They'll just give you some of the rules of the road.

I will give you copies of the instructions I'm reading to you. You will have a copy of the instructions, and, and it will be -- you know, so, so listen but know too that you will have something to follow along with.

(Documents distributed to the Jury)

THE COURT: And maybe, Rose, since we have all those extra copies of those instructions you could give Belle a copy of them too.

THE COURT: Yes.

THE COURTROOM DEPUTY: Yes.

THE COURT: And I'll try my hardest, Belle, to not stray any words from the written instructions.

JURY INSTRUCTIONS

THE COURT: 1.3, Duty of Jury.

Members of the jury you are now the jury in this case. It is my duty to instruct you on the law. It is your duty to find the facts from all the evidence in the case. To those facts you will apply the law as I give it to you. You must follow the law as I give it to you whether you agree with it or not. And you must not be influenced by any personal likes or dislikes, opinions, prejudices or sympathy. That means that you must decide the case solely on the evidence before you. You will recall that you took an oath to do so.

At the end of the trial, I will give you final instructions, it is the final instructions that will govern your duties.

Please do not read into these instructions or anything I may say or do that I have an opinion regarding the evidence or what your verdict should be.

1.5, Claims and Defenses.

To help you follow the evidence, I will give you a brief summary of the positions of the parties.

The plaintiff, Allison Rice, brings this lawsuit against the defendant City and County of San Francisco. Mr. Rice brings two claims against the City under the Fair Housing Act. First, he contends that he had a disability-related need for a rent-paying roommate and that the City discriminated against him on the basis of his disability by denying that request. He alleges his request was reasonable because it would not fundamentally change the nature of the City's affordable housing program or cause undue administrative and financial burdens.

Second, Mr. Rice claims that the City unlawfully interfered with his rights under the Fair Housing Act by requiring him to terminate his lease with his then-rent-paying roommate and by holding up his efforts to refinance until he complied with the terms of his affordable housing agreement.

The defendant, the City and County of San Francisco, denies those claims. The City asserts that it reasonably accommodated Mr. Rice's request by allowing him a rent-paying roommate.

(Reporter clarification)

THE COURT: All right.

The City asserts that it reasonably accommodated

Mr. Rice's request by allowing him a rent -- a non-rent-paying roommate.

The City also asserts that Mr. Rice did not have a medical need to charge rent, and his request to charge rent was not reasonable.

The City also contends that Mr. Rice's request to charge rent in his below-market-rate condominium would fundamentally change the nature of the City's affordable housing program and create undue administrative and financial burdens for the City.

Finally, the City denies retaliating against Mr. Rice and asserts that it had legitimate non-discriminatory reasons for its actions.

1.69, Burden, Preponderance of the Evidence.

When a party has the burden of proving any claim or affirmative defense by a preponderance of the evidence, it means that you must be persuaded by the evidence that the claim or affirmative defense is more probably true than not true.

You should base your decision on all of the evidence, regardless of which party presents it.

1.9, What is Evidence.

The evidence you are to consider in deciding what the facts are consists of:

1. The sworn testimony of any witness;

2. The exhibits that are admitted into evidence;

3. Any facts to which the lawyers have agreed; and

4. Any facts that I may instruct you to accept as proved.

1.10, What is not Evidence.

In reaching your verdict, you may consider only the testimony and exhibits received into evidence. Certain things are not evidence, and you may not consider them in deciding what the facts are. I will list them for you:

1. Arguments and statements by lawyers are not evidence. The lawyers are not witnesses. What they may say in their opening statements, closing arguments and at other times is intended to help you interpret the evidence, but it is not evidence. If the facts as you remember them differ from the way the lawyers have stated them, your memory of them controls.

2. Questions and objections by lawyers are not evidence. Attorneys have a duty to their clients to object when they believe a question is improper under the rules of evidence. You should not be influenced by the objection or by the Court's ruling on it.

3. Testimony that is excluded or stricken or that you are instructed to disregard is not evidence, and must not be considered.

In addition, some evidence may be received only for a limited purpose. When I instruct you to consider certain evidence only for a limited purpose, you must do so and you may not consider that evidence for any other purpose.

4. Anything you may see or hear when the Court was not in

session is not evidence. You are to decide the case solely on the evidence received at the trial.

1.11, Evidence for a Limited Purpose.

Some evidence may be admitted only for a limited purpose.

When I instruct you that an item of evidence has been admitted only for a limited purpose, you must consider it only for that limited purpose and not for any other purpose.

1.12 -- oh, you've given the instructions, I didn't know you already put them out, that's nice, Rose. All you guys are following along.

THE COURTROOM DEPUTY: They are following.

THE COURT: So I didn't realize -- I was going to give them to you next week, but that's okay.

1.12, Direct and Circumstantial Evidence.

Evidence may be direct or circumstantial. Direct evidence is direct proof of a fact, such as testimony by a witness about what that witness personally saw or heard or did. Circumstantial evidence is proof of one or more facts from which you could find another fact.

You should consider both kinds of evidence. The law makes no distinction between the weight to be given to either direct or circumstantial evidence. It is for you to decide how much weight to give to any evidence.

By way of example, if you wake up in the morning and see that the sidewalk is wet, you may find from that fact that it

rained during the night. However, other evidence, such as a turned-on garden hose, may provide a different explanation for the presence of water on the sidewalk.

Therefore, before you decide that a fact has been proved by circumstantial evidence, you must consider all the evidence in the light of reason, experience and common sense.

12.13, Ruling on Objections.

There are rules of evidence that control what can be received into evidence. When a lawyer asks a question or offers an exhibit into evidence and the lawyer on the other side thinks that it is not permitted by the rules of evidence, that lawyer may object.

If I overrule the objection, the question may be answered or the exhibit received. If I sustain the objection, the question cannot be answered, and the exhibit cannot be received. Whenever I sustain an objection to a question, you must ignore the question and not guess what the answer might have been.

Sometimes I may order that evidence be stricken from the record and that you disregard or ignore that evidence. That means that when you are deciding the case you must not consider the stricken evidence for any purpose.

1.14, Credibility of Witnesses.

In deciding the facts of this case you may have to decide which testimony to believe and which testimony not to believe.

You may believe everything a witness says, or part of it, or none of it.

In considering the testimony of any witness you may take into account:

1. The opportunity and ability of the witness to see or hear or know the things testified to;

2. The witness's memory;

3. The witness's manner while testifying;

4. The witness's interest in the outcome of the case if any;

5. The witness's bias or prejudice, if any;

6. Whether other evidence contradicted the witness's testimony;

7. The reasonableness of the witness's testimony in light of all of the evidence; and

8. Any other factors that bear on believability.

(Reporter clarification)

THE COURT: I don't know if it's helpful just to follow along, because I'm really trying not to deviate from the words.

Sometimes the witness may say something that is not consistent with something else he or she said. Sometimes different witnesses will give different versions of what happened. People often forget things or make mistakes in what they remember. Also two people may see the same event but

remember it differently. You may consider these differences, but do not decide that the testimony is untrue just because it differs from other testimony.

However, if you decide that a witness has deliberately testified untruthfully about something important, you may choose not to believe anything that witness said. Or, if you think the witness testified untruthfully about some things but told the truth about others, you may accept the part you think is true and ignore the rest.

The weight of the evidence as to a fact does not necessarily depend on the number of witnesses who testify. What is important is how believable the witnesses were, and how much weight you think their testimony deserves.

1.15. Conduct of the Jury.

I will now say a few words about your conducts as jurors.

First keep an open mind throughout the trial and do not decide what the verdict should be until you and your fellow jurors have completed your deliberations at the end of the case.

Second, because you must decide this case based only on the evidence received in the case and on my instructions as to the law that applies, you must not be exposed to any other information about the case or to the issues it involves during the course of your jury duty.

Thus, until the end of the case or until -- or unless I

tell you otherwise:

Do not communicate with anyone in any way and do not let anyone else communicate with you in any way about the merits of the case or anything to do with it. This includes discussing the case in person, in writing, by phone, tablet, or computer, or any other electronic means, via email, text messaging, or in any internet chatroom, blog, website or application, including but not limited to Facebook, YouTube, Twitter, Instagram, LinkedIn, Snapchat, TikTok, or any other forms of social media.

This applies to communicating with your fellow jurors until I give you the case for deliberation, and it applies to communicating with everyone else including your family members, your employer, the media or press, and the people involved in the trial, although you may notify your family and your employer that you have been seated as a juror in the case, and how long you expect the trial to last.

But if you are asked or approached in any way about your jury service or anything about this case, you must respond that you have been ordered not to discuss the matter and report the contact to the Court.

Because you will receive all the evidence and legal instruction you properly may consider to return a verdict, do not read or watch, read, watch or listen to any news or media accounts or commentary about the case or anything to do with it, do not do any research such as consulting dictionaries,

searching the internet or using other reference materials; and do not make any investigation or in any other way try to learn about the case on your own. Do not visit or view any place discussed in this case, and do not use the internet or any other resources to search for or view any place discussed during the trial.

Also, do not do any research about this case, the law, or the people involved - including the parties, the witnesses or the lawyers - until you have been excused as jurors. If you happen to read or hear anything touching on this case in the media, turn away and report it to me as soon as possible.

These rules protect each party's right to have this case decided only on evidence that has been presented here in court. Witnesses here in court take an oath to tell the truth and the accuracy of their testimony is tested through the trial process. If you do any research or investigation outside the courtroom, or gain any information through improper communications, then your verdict may be influenced by inaccurate, incomplete or misleading information that has not been tested by the trial process.

Each of the parties is entitled to a fair trial by an impartial jury, and if you decide the case based on information not presented in court, you will deny the parties a fair trial. Remember, you have taken an oath to follow the rules and it is very important that you follow these rules.

A juror who violates these restrictions jeopardizes the fairness of these proceedings and a mistrial could result that would require the entire trial process to start over. If any juror is exposed to any outside information, please notify the Court immediately.

1.16, Publicity during Trial.

If there's any news, media account or commentary about the case or anything to do with it, you must ignore it. You must not read, watch or listen to any news, media account or commentary about the case or anything to do with it. The case must be decided by you solely and exclusively on the evidence that will be received in the case and on my instructions as to the law that applies. If any juror is exposed to any outside information please notify me immediately.

1.17, No Transcript Available to the Jury.

I urge you to pay close attention to the trial testimony as it is given. During deliberations you will not have a transcript of the trial testimony.

1.18, Taking Notes.

If you wish, you may take notes to help you remember the evidence. If you do take notes please keep them to yourself until you go to the jury room to decide the case. Do not let note-taking distract you. When you leave, your notes should be left in the courtroom. No one will read your notes.

Whether or not you take notes, you should rely on your own

memory of the evidence. Notes are only to assist your memory. You should not be overly influenced by your notes or those of other jurors.

1.20, Bench Conferences and Recesses.

From time to time during the trial, it may become necessary for me -- it may become necessary for me to talk with the attorneys out of the hearing of the jury, either by having a conference at the bench when the jury is present in the courtroom, or by calling a recess.

Please understand that while you are waiting, we are working. The purpose of these conferences is not to keep relevant information from you, but to decide how certain evidence is to be treated under the rules of evidence and to avoid confusion and error.

Of course, we will do what we can to keep the number and length of these conferences to a minimum. I may not always grant an attorney's request for a conference. Do not consider my granting or denying a request for a conference as any indication of my opinion of the case or what your verdict should be.

1.1, Questions to Witnesses by Jurors during the Trial.

When jurors (sic) have finished their examination of a witness, you may ask questions of the witness. The Court will give you a form where you can write your question. Do not sign the question. You can give the form to the courtroom deputy or

to me. I will review the questions with the lawyers first to determine whether it is legally proper and if it is, I will ask the questions.

If the rules of evidence do not permit a particular question, I will advise you. There are some that I may not allow or may ask in a different way, either due to the rules of evidence or other legal reasons, or because the question is expected to be answered later in the case.

If I do not ask a question or if I rephrase it, do not speculate as to the reasons. Do not give undue weight to questions you or other jurors propose. You should evaluate the answers to those questions in the same manner you evaluate all of the other evidence.

After your questions, if any, the attorneys may ask additional questions.

1.21, Outline of trial.

Trials proceed in the following ways:

First, each side may make an opening statement. An opening statement is not evidence, it is simply an outline to help you understand what that party expects the evidence will show. A party is not required to make an opening statement.

The plaintiffs will then present evidence, and counsel for the defendant may cross-examine. Then the defendant may present evidence, and counsel for the plaintiffs may cross-examine.

After the evidence has been presented, I will instruct you on the law that applies to the case, and the attorneys will make closing arguments.

After that, you will go to the jury room to deliberate on your verdict.

2.16, Evidence in Electronic Format.

Those exhibits received in evidence that are capable of being displayed electronically will be provided to you in that form, and you will be able to view them in the jury room. A computer, projector and printer and accessory equipment will be available to you in the jury room.

A court technician will show you how to operate the computer and other equipment, how to locate and view the exhibits on the commuter, and how to print the exhibits. You will also be provided with a paper list of all exhibits received in evidence. You may request a paper copy of any exhibit received in evidence by sending a note through the clerk. If you need additional equipment or supplies or if you have questions about how to operate the computer or other equipment you may send a note to the clerk signed by your foreperson or by one or more members of the jury. Do not refer to or discuss any exhibits you are attempting to view.

If a technical problem or question requires hands-on maintenance or instruction, a court technician may enter the jury room with the clerk present for the sole purpose of

assuring that the only matter that is discussed is the technical problem. When the Court technician or any non-juror is in the jury room, the jury shall not deliberate. No juror may say anything to the technician or any non-juror other than to describe the technical problem or to seek information about operation of the equipment. Do not discuss any exhibit or any aspect of the case.

The sole purpose of providing the computer in the jury room is to enable jurors to view the exhibits received in evidence in this case. You may not use the computer for any other purpose. At my direction, technicians have taken steps to ensure that the computer does not permit access to the internet or to any outside website, database, directory, game or other material.

Do not attempt to alter the computer to obtain access to such materials. If you discover that the computer provides or allows access to such materials, you must inform the Court immediately and refrain from viewing such materials. Do not remove the computer or any electronic data from the jury room, and do not copy any such data.

Okay. Those are the instructions, they are written, they are pattern instructions in case you didn't figure that out, except for the one that talks about the case. And the Ninth Circuit devised them. There is a lot there, but that's why we gave you a copy.

You will leave your notes here in the courtroom, just leave it on your chair. If you guys want to spread out next week -- it's a little lonely in the front row all by yourselves. So you'll have an opportunity -- Rose will help us out on Tuesday -- you can sort of -- sometimes jurors spread out a little bit, two, space, two. However you want to do it is fine with me. Just, you know, we want to make sure you are not feeling, you know, all by yourself in your front-row seat.

One thing about the trial is we are going to really keep it moving along to try to make sure to get through it on the timeframe I described to you. To that end, some of the witnesses are joint, and it makes sense. So when that happens, instead of having the defense team -- you know, we have the plaintiffs call the witness, they cross-examine, and then later the defendant recalls the witness, that makes no sense, from an efficiency standpoint.

So -- because witnesses are really people who know what -- were there when stuff happened, and talk about what happened. And that -- that -- a lot of times we agree on the things that happen. So they're joint witnesses.

So the lawyers did file an updated witness list for me. Maybe -- and I didn't look to see whether it flags joint. I know of your initial ones, if you don't mind instead of my going back and figuring all that out myself, if you can refile it and put "joint, joint, joint" so I remember to tell the jury

that each time the witness is called. Or you can manage it, yourself, but it's helpful for the jury to know that it's both parties' witnesses. So that's that piece of it.

The question piece of it is pretty simple. We'll have a pile of question forms right there that will be waiting for you. We try not to look at who's writing. If someone has a question just write it, pass it along. Whoever is sitting in that seat (Indicating) gets to be the person who passes the questions forward.

And I kind of look over after testimony to see if there's anything up there that we need to snag to look at. And that's how that piece of it works.

So the trial schedule -- just as a reminder, we have lots of different things, moving parts. One, with the pandemic, the Court's really backed up on trials.

We're very lucky to have Belle keeping us all on the straight and narrow. I did tell you you would hear her telling us -- sometimes reminding us to slow down or not talk over each other. Just a reminder that that's her job. We all get -- all of us, including me, get very interested and engaged. And you know how it is in a conversation. Well, I'm from the East Coast. If you're not talking -- there are people who study this. If you're not talking over each other, you're not actually having a conversation. Other places view it as impolite. The court reporter views it as unworkable. And so,

that's that piece of it. And it's just her job.

And we all feel chagrined. I'm sure if any of you have been on Zoom a lot in the pandemic, and people are like: You're on mute. How do you feel every time that happens? You feel tortured by it. I still feel it. We all feel the same way, but that's the job.

We'll start at 8:30, sharp.

One issue -- Rose do you know where the jurors park?

THE COURTROOM DEPUTY: It's usually over at the Civic Center.

THE COURT: So it's open after, at a normal time?

THE COURTROOM DEPUTY: Yes, uh-huh.

THE COURT: Okay. A pro tip: On occasion sometimes people have -- so again, for the logistical issues, at least for Tuesday and Wednesday, we have some logistical issues which means that we're going a full day, because we have some logistical issues that require us to take 30-minute breaks, not 15-minute breaks. And so a lot of times it's 15, every hour and a half, and then there's 30 to 45 minutes for lunch. This time, we're just doing 30-minute breaks, because we need to do -- that's just how it's going to work, including the lunch break. So I just wanted to let you know that. We will go full-time.

The reason I mentioned the parking is it's still light outside, so it's fine. Sometimes, rarely, they have you park

across the street on the Turk Street lot. If that's -- if you are lucky enough to have that spot, make sure you run out and get your keys at the afternoon break, because the attendant is only there until 4:00.

THE COURTROOM DEPUTY: Yes.

THE COURT: And then there's all these processes with the jury office. Rose will give you some orientation, but sometimes you can take advantage of one of the breaks to run upstairs and get your parking validated.

But really, all of us -- I tell the lawyers this, too -- if you can kind of stick to the clock you will be so happy, because we will get so much finished on Tuesday and Wednesday that it will go back to being a much more relaxed day on Thursday. Proper lunch; we'll order lunch.

With any luck we will have one witness Thursday morning, closing arguments, lunch delivered, and you will have the deliberations.

I sort of mentioned a few pro tips for the building. Rose will help out. There is a cafeteria on the second floor. You will have a juror badge.

We can't really talk to you in the hallway. I mean. It's against our nature, you don't become a trial lawyer if you're not somewhat of an extrovert. And that's what I did before I had that job.

So we want to talk, we like to talk, we talk for a living.

Less so as a judge, except for on doing instructions. But we're not being impolite. We're just trying to make sure all that extra stuff doesn't bleed in.

Once the case is over, you can talk. You can talk with the lawyers; you can talk with me. And Rose will be there, or Karen, and she can chit-chat with you about social stuff that has nothing to do with the case, or mechanics. But I wanted to explain that piece of it.

And I don't know if you have any other questions for me before we let you go with Rose for the day. We'll be here -- oh I know what I was going to say. The cafeteria on the second floor is actually pretty good, especially for breakfast. They really do make breakfast to order. So it opens at 8:00.

Yes.

THE COURTROOM DEPUTY: Yeah, they're getting --

THE COURT: Well, they're getting pastries.

THE COURTROOM DEPUTY: Yes. Well --

THE COURT: And I get the breakfast sandwich in the morning when I'm treating myself. And it's pretty darn good. So I'm letting you know that if you want a proper breakfast, it's one of the great things about the federal building.

The commute time out of the building, getting through the building and going through security usually means that you are stuck having lunch there. But you should be able to bring food in the building. And then it does give a lunch opportunity.

And we'll have snacks. And on Thursday, we'll give you lunch.

THE COURTROOM DEPUTY: Uh-huh. And the Clerk's office is only open until 1:30, I believe. And so if you don't -- if you forget to get your parking validated and it's 5:00, I'll walk up there with you and let you in, and we can do it. So don't worry, don't panic if you don't get upstairs and you forget, because I'm happy to walk you up, and you can get it validated so you can get out of the parking lot.

THE COURT: Okay.

THE COURTROOM DEPUTY: Okay.

THE COURT: Hearing nothing else, Court's in recess. Rose will show you the jury room. Hopefully -- I forgot to make sure it's tidy, but that's that. Okay.

THE COURTROOM DEPUTY: Court's in recess.

THE COURT: Recess.

THE COURTROOM DEPUTY: We're off the record.

(Jury excused)

(Off-the-Record discussion)

(Proceedings concluded)

I N D E X

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Tuesday, June 20, 2023 **8:42 a.m.**

P R O C E E D I N G S

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(The following proceedings were held outside of the presence of the Jury)

THE COURTROOM DEPUTY: All right, everyone, we're here in Civil Action 19-4250, Allison Barton Rice versus City and County of San Francisco.

THE COURT: So counsel, you can state your appearances for the record.

MR. ROLLAN: Good morning, Your Honor. Raymond Rollan on behalf of defendant City and County of San Francisco.

MS. JIAM: Good morning, Your Honor. Hannah Jiam on behalf of Morrison & Foerster on behalf of my client Mr. Allison Rice.

THE COURT: So you all raised an issue about a demonstrative that the plaintiff wants to use in the examination of your expert, is that correct?

MS. JIAM: Yes, our psychologist, yes.

THE COURT: Psychologist. Here is the thing. I looked at the exhibit. It's been proffered as a demonstrative that illustrates the testimony. It's not being offered as an exhibit.

You do have to lay the foundation everything on the demonstrative is in the report, because if you don't lay that

foundation it would be inappropriate to show it, but if you lay the foundation that it is a visual depiction of information that is in the report, then I think it's okay.

So I'll let the CCSF tell me if there's anything else you want to add to that. I think it's fine. It would not be evidence. I mean, technically, even you probably could lay the foundation for evidence, but I don't think it is appropriate. So --

MR. ROLLAN: Yeah, Your Honor, just for the record we think this is not in alignment with FRCP 26 since that chart in that form was not produced as part of the expert report. And also Dr. Lines could just chart that out for the jury and take the time in explaining that information.

THE COURT: He does need to, I think a visual depiction of things he is actually going to testify to that are in the record is fair from a demonstrative even with an expert. I appreciate the point but I'll allow the demonstrative.

Was there any other issue?

MR. ROLLAN: No, Your Honor.

MS. JIAM: One more issue.

THE COURT: Let's go off the record.

(Off-the-Record discussion)

THE COURT: Let's go on the record. So the parties have raised an issue. They have lodged 500 exhibits which, of course, never can go into trial in the eight hours of testimony

that we have. And as I had mentioned to you before, in my five-week class action antitrust case I think there were fewer than a hundred exhibits.

The defendant CCSF wants to use an email from Mr. Rice, and it's to Ms. Benjamin, and they want to use it in the cross-examination. I have been given a copy to deal with the 500 exhibits here, never being able to find them.

And it's in all caps and it's Mr. Rice's email and the plaintiffs object on the ground that it's prejudicial under Rule 403.

Is that correct?

MS. JIAM: Yes. We also object because we believe that it is cumulative in terms of any sort of probative value that this could provide. It's after the denial has already been made and after he's already declared that he is intending on selling the unit.

THE COURT: Yes. I appreciate the argument. As I say you have got to embrace the whole client.

I know Mr. Rice -- I said this a bunch of times -- he tried very hard to do a good job along the way, and he has some context that attends his situation, and that is okay. I'll allow the exhibit.

MS. ROSENBLIT: Thank you.

THE COURT: It is an admission. Okay. This can be off the record because it is just case management.

(Off-the-Record discussion)

(Recess taken from 8:46 a.m. to 10:33 a.m.)

(The following proceedings were held in the presence of the Jury)

THE COURTROOM DEPUTY: All rise for the jury.

THE COURT: Everyone may be seated.

Are plaintiffs ready to proceed with your opening statement?

MR. FISHER: We are, Your Honor.

THE COURT: All right. You may proceed. We're on the clock.

OPENING STATEMENT

BY MR. FISHER

Good morning. March, 2020. COVID changed our world that month. Schools closed. Restaurants closed. Offices closed. We went from meeting each other in person to unmuting and muting ourselves on Zoom. Right? I want you to think about how your life changed in that month.

That's what this case is all about. Loneliness. I'm sure you all knew someone who felt alone in that time period, or felt yourself alone in that time period. That feeling of being totally alone and isolated. Not having someone to share your highs and your lows with. Not having that friend to pick up the phone and call and see how you're doing. That feeling is what this case is about. Except not for the length of the

pandemic. It's about loneliness felt for an entire lifetime. And the impact that that can have on someone's mental health.

Ladies and gentlemen, this is Allison Barton Rice (Indicating). I'm Ramsey Fisher. And together with my colleagues, Hannah Jiam, Annie Lee and our paralegal, Erika Pacheco, we represent him.

Loneliness has haunted Mr. Rice his entire life. You are going to meet him in this case. He is going to talk to you and he is going to tell you how.

You're going to learn that when he was a kid he went to eight different schools because of his dad's career in the Navy. You are going to learn that he suffered physical and emotional abuse at the hands of his father and big brother. And he didn't feel like he had an ally in his own home. And you are going to learn that at the age of 13, his parents' separation left him home alone more often than he wasn't.

And that in spite of that childhood, when he was old enough, he decided to enlist in the Navy during the Vietnam War, to serve our country. He was stationed at Camp Pendleton in San Diego. You are going to hear about that experience, he is going to tell you about it. Some of the traumatic things he saw that to this day play on a repeat like a video in his head that he can't turn off. And you are going to learn about the unfortunate impact that that had on his mental health. About how he was honorably discharged as a result of it, medically

retired. About how after his time in the Navy he was a homeless veteran here in San Francisco. And about how since then, he has done everything he can to try to live a normal life.

There are just parts of this story, ladies and gentlemen, that are not going to be easy to listen to. That's just the truth. But they're important. They're important because they explain how that seed of loneliness that started when he was a kid, something I'm sure we can all relate to, grew into the debilitating mental illness that he still struggles with sitting in this courtroom today.

So why are you here? Well, you're here because Mr. Rice made a request of the City to accommodate his disability. And there's a dispute about whether the City should have granted that request.

What I would like to do with you this morning is sort of preview what that dispute is, go through a little background and chronology, throw some acronyms at you that you'll have to remember. And then preview what the main questions are that you will have to ask yourself when you go back in that room and deliberate at the end of this case.

So let's rewind the clock to 2004.

(Counsel writes on easel)

MR. FISHER: Mr. Rice enters into a lottery, a lottery run by the City and County of San Francisco, to have the

opportunity to purchase a home at a below-market rate.

So here's how this lottery works. If you qualify to enter into it, if you have an income that's below a certain threshold, it's your first time buying a home, you will hear about some other criteria that you have to meet. But if you qualify, you can enter into the lottery, and if you win, well, you can purchase a home at a rate, at a price that's far below market for San Francisco.

A couple acronyms for you. So in 2004, this lottery is called the Limited Equity Home Ownership Program, or LEHP. You also might hear it referred to as LEP. Sometimes we drop the H. And in 2004, it was operated by the San Francisco Redevelopment Agency. SFRA.

Now, in 2012, the Mayor's Office of Housing and Community Development took over operating the program. You may have heard the term "Mayor's Office of Housing and Community Development," at voir dire last week. We call it MOHCD because it's shorter.

So in 2012, MOHCD takes over operating the program. LEHP or LEP is the name for the program. Okay. So in 2004 Mr. Rice enters into the LEP, gets into the lottery and he wins. He purchases a condo at 200 Brannan Street, right by the ballpark. And for the first time in his life, he moves into a home that he owns.

Now, you are going to learn that those first couple years

were actually pretty challenging for him. The evidence will show that what Mr. Rice really wanted was to find a partner. He wanted to share that home with somebody. He looked, and he couldn't find one. And so he was faced with the reality of living alone.

And you are going to hear about what living alone is like for Mr. Rice. About how it's like pouring gasoline onto the fire of his mental illness. His depression worsens, his anxiety worsens, his mental delusions worsen. And so in 2008 or 2009, he decided that he wanted a roommate. Someone else he could share the home with.

(Counsel writes on easel)

MR. FISHER: So he went about trying to get one.

Now, one of the things you are going to learn in this case is that Mr. Rice is a rule-follower, to the T. You see, when you buy a home through the LEP or the LEHP program, make no mistake, it's your home. You own it. But there are certain rules you have to follow, not unlike when you lease an apartment there's a lease, you have to follow the terms of the lease, there's certain rules you have to follow. And Mr. Rice tried to follow every single one of them.

For example, there's rules about having to get certain approvals before you remodel the unit. And the evidence will show that Mr. Rice got approval to remodel the unit to accommodate a roommate.

There's also rules about what sort of documentation you have to submit to refinance your condo. The evidence will show that Mr. Rice followed those rules to a T, not once, but twice.

And there's also rules about the sort of permission you have to have before you lease out a portion of your property, or before you have a roommate. And the evidence will show that he tried to follow that as well.

When he decided he wanted one, in 2008, 2009, he reached out to the person that he had been working with at SFRA. Her name is Edith Horner. So he picked up the phone and he called Ms. Horner. And he will tell you that he explained the situation.

(Counsel writes on easel)

MR. FISHER: And asked for permission to have a roommate. And you will hear him tell you that she told him yes.

So then, between 2008 -- or between this period of time and around 2017 --

(Counsel writes on easel)

MR. FISHER: -- Mr. Rice has roommates come to live with him, on and off. They sign leases. He charged them rent. It's all documented.

Why are you here? Well, in 2016, Mr. Rice was cleaning his unit. And he's moving storage boxes, and he comes across a copy of those rules that we were talking about. And he looks

at them and he realizes that the rules don't just require that you get permission. They require written permission. So that phone call he had with Ms. Horner, that wasn't enough. It needs to be in writing. It need to be in black and white saying: Yes, you have permission to have a roommate.

So what does Mr. Rice do? These were some of the happiest and healthiest years of his life when he had these roommates live with him. What does he do? This is not a case about someone who's trying to get around the rules. You will not see a shred of evidence suggesting that. When he discovers that he needs written permission, he immediately emails Ms. Horner. And he asks her to confirm in writing what she told him on the phone.

The problem was, we're in 2017, 2016. At that point, SFRA was no more. MOHCD was running the program. Edith Horner wasn't there. So she didn't respond. Mr. Rice doesn't give up. He picks up the phone and calls someone that he was working with at MOHCD, leaves a voicemail, asks them to call him back so they can talk about the situation. They never do.

Around this time he is also trying to refinance his unit for the second time. So he sends an email. You are going to see this email. He says: Separate and aside from my 10th Street financed unit, I want to bring this to your attention. And he lays out the whole history, the phone call with Ms. Horner, his request for a roommate, his attempt to get

Ms. Horner to confirm the phone call in writing. And he even attaches a letter from his treating physician at the VA, Dr. Alison Ludwig, who you will meet in this case, recommending that the City grant his request for a roommate due to his 100 percent service-connected disability for depression and paranoid schizophrenia.

What does that mean? It means that the VA doctors, sometime after Mr. Rice's time in the service ended, decided that his mental condition was directly linked to his time serving our country, and that he was unable to work as a result.

So Mr. Rice puts all this in an email, sends it to the people that he was working with at MOHCD. What do they do? Do they pick up the phone and call him? And say: Hey, let's talk about this. I want to understand what's going on? You are not going to see any evidence about that.

Do they say: Hey, Mr. Rice, let's meet in person so you can explain to me your history and the nature of your disability? You are not going to see any evidence about that.

What about Ms. Horner? Did they reach out to her? You're not going to see any evidence about that.

Instead, within a week of Mr. Rice putting all of this in an email, the City sends him a letter. You are going to see this letter, too. "**ACTION REQUIRED**." All caps, bold, underlined. The Mayor's name is at the top of the letter. And

it tells him that he's violating the terms of his agreement with the City, and that if he doesn't terminate his leases with his roommates, then they reserve the right to take enforcement action against him. So: Get rid of your roommates, or we might get rid of you. And he also finds out that his refinance request was put on hold until he does.

So what does Mr. Rice do when he receives this? He complies. He does terminate the leases that he had with his roommates. He sends proof of that to the City. They lift his refinance, the hold on his refinance request. And he continues to ask for that face-to-face meeting so that he can explain his situation. So they can meet him. He never gets it.

So he's faced with two options. Option 1, stay in San Francisco, but without the one thing that's given him a shot at living a normal life, a roommate. Or 2, leave the only home he's ever really known.

And in 2018, he decides to leave.

(Counsel writes on easel)

MR. FISHER: And, sells his unit.

The question for you, ladies and gentlemen, is going to be: Is that a violation of the Fair Housing Act? The law is intended to ensure that we all have equal access to housing, regardless of our race, our religion or our disability.

And the question for you is going to be: Under the facts of this case, is that discrimination, under that law?

Now, you are not going to have to guess as to what "discrimination" means. At the end of this case the judge is going to give you a packet of instructions to take back into that room, and you are going to have a checklist of yes-or-no type questions, to guide you through the analysis.

What I want to do now is preview the main ones. There's three of them.

First, did he need a roommate? Did he need a roommate for his disability?

Second, was that a reasonable request? Reasonable.

And third, did the City interfere with his rights?

So necessary, reasonable, interference.

Let's talk about each. First, necessary. Did Mr. Rice need a roommate?

Now, the City is going to talk to you next. And I suspect one of the things they may tell you is that they actually granted his request. They didn't deny it, they granted it. Because they allowed him to have a roommate, just not one that pays rent.

Now, it will be up to you to decide how much sense that makes. What the term "roommate" means. What Mr. Rice really needed. Those are all things you are going to decide.

But I submit to you that the evidence is going to show that Mr. Rice did need a roommate, and a roommate in the truest sense of the term.

You are going to hear from a psychologist, Dr. Scott Lines. He evaluated Mr. Rice and he's reached some conclusions about Mr. Rice's mental handicap and what he requires. And he is going to tell you that we are not talking about providing him a guest. We are not talking about letting someone come into his house and live rent-free. What he needed was a companion. A true, equal living partner. Someone he could share his life with and trust. And that that person, an adult relationship with that sort of person, is a roommate, and a roommate who pays rent.

You are going to hear from Mr. Rice's treating physician at the time, Dr. Ludwig. Remember she's the one that wrote that letter to the City recommending that he have a roommate for his disability. And she's going to tell you, by the word "roommate" in that letter, she meant somebody who pays rent. And for a lot of the same reasons that you will hear Dr. Lines describe, she will tell you that the rent was a crucial part of this.

And of course, you will hear from Mr. Rice, himself. He will tell you the story of his mental handicap, from start to finish. And explain what his life is like when he is living alone, and what his life is like when he is living with a roommate.

Now, let me pause here and address a bit of an elephant in the room. It might seem odd to you that someone would need a

roommate who pays rent to treat their mental disability. I get that. The challenge with this case is that we are asking you to evaluate a mental health illness. You cannot see mental illness.

If this was a case about someone who was paralyzed from the waist down, I could show you medical imaging to reveal how severe the injury was, to make it real, in a picture. You might not fully understand, you know, what it would be like to live like that. But the sort of accommodations that that person would need just to get from Point A to Point B and live a normal life, those would be obvious. It would be clear that they couldn't go upstairs. Right? It would be clear that they couldn't navigate through a narrow hallway.

This isn't that kind of case. Mr. Rice's injury exists in his mind. There is no medical image I can show you to make it real. There is no wheelchair to serve as a visual reminder of what he can and cannot do.

But ladies and gentlemen, that doesn't make it a shred less real. And I ask you to keep that in mind as you listen to the evidence in this case about what he needed, and why.

So that's the first question. Was it necessary.

Second question: Was the request reasonable? Now, here, too, you are not going to have to guess. You are not going to have to come up with a definition of reasonableness. The judge is going to tell you what "reasonable" means under the law.

But as you listen to the evidence, I want you to ask yourself: What would it have cost the City to say yes? What would it have cost them? Would it have been against the fundamental purpose of this LEP program (Indicating)? What is the fundamental purpose of the program? If it's just to ensure that you are providing home ownership opportunities to people who otherwise wouldn't have one, does allowing someone to collect rent really go against that purpose? What about hard costs? Do they have to hire more people? How many? Do people have to work overtime? How long? How much would it have cost the City to just say yes?

At the end of this case, the evidence is going to show the answer to that question is: Essentially nothing. Essentially nothing.

And that's important. Because these first two questions, was it necessary, was it reasonable, if you find that it was necessary and it was reasonable and the City denied it, that's a violation of the law. Before we even get to the third question.

So let's talk briefly about the third one. Interference. Did the City interfere with Mr. Rice's rights? Interference could take a lot of different forms. It's going to be up to you to decide whether the facts in this case about what the City did, sending him that "Action required" letter, telling him: Get your roommates out or we might take enforcement

action against you, holding up his refinance request until he did, it's going to be up to you to decide if that means -- if that is interference, under the law. And if it is, that's also discrimination, under the Fair Housing Act.

So my time with you is almost up. I want to close by just saying thank you. I know everyone had journeys to get here this morning. I know this is taking up a lot of your time. Your time and attention is critical in this case.

Mr. Rice, I know I've mentioned, is going to get up there and talk to you. And one of the things he is going to talk about is how painful this ordeal has been. How hard it was to make that decision in 2018 to leave. How hard it's been to think back on that period that included some of the healthiest and happiest years of his life, and realize that it's over. And how all of this could have been avoided if the City had just sat down, heard him out, and given him the one thing that he's found gives him a shot at having a normal life. I submit to you that at the end of this case, you will find that they should have done that.

Thank you.

THE COURT: Okay. Ready?

(Off-the-Record discussion)

OPENING STATEMENT

BY MR. ROLLAN

Good morning. This is a simple case. Plaintiff Allison

Rice wanted to profit from this taxpayer-funded affordable housing unit.

Make no mistake, this case has never been about whether plaintiff is disabled. In fact, the City and County of San Francisco does not dispute that he is.

This case has also never been about whether plaintiff needed roommates for his mental health. The City allowed him to have roommates, and in fact, allowed those roommates to contribute to groceries and utilities.

Instead, this case is about whether plaintiff can charge rent and profit from his affordable housing. But the purpose of the City's affordable housing program is to provide low and moderate-income individuals and families who wish to live in San Francisco with stable and sustainable housing. It was not designed to allow those individuals to have an additional stream of income.

But that's what plaintiff did when he rented out his unit to a series of roommates over the course of eight years, money that he then used to go on extended vacations away from his condo and away from his roommates.

The reason why we're here is plaintiff Allison Rice claims that the ability to charge rent in his one-bedroom affordable housing unit is necessary for his mental disability. Specifically he claims that having a roommate, by allowing him to establish an equal partnership in the home, a rent-paying

roommate.

Plaintiff's request is neither necessary to his medical need, nor is it reasonable. Over the course of this trial I expect that the evidence offered will show you four things.

First, the plaintiff's medical condition did not require that he be allowed to charge rent in his one-bedroom affordable housing condo.

Second, that the City endeavored to reasonably accommodate his request by offering alternative options to charging rent, but he refused.

Third, that plaintiff's request to charge rent in his condo was not reasonable because it would have changed the nature of the City's affordable housing program.

And fourth, that plaintiff had financial motives to charge rent that were simply not tied to a medical need.

Before I proceed I would like to make some introductions. The Mayor's Office of Housing and Community Development, or what I will refer to as MOHCD as an acronym, and its representative, deputy director of home ownership and below-market-rate programs, Maria Benjamin.

Plaintiff claims that the Mayor's Office of Housing violated his RIGHTS under the Fair Housing Act in two ways. First plaintiff claims that MOHCD did -- failed to reasonably accommodate his request for a rent-paying roommate. And second, that MOHCD retaliated against him for making such a

request.

Those claims are plaintiff's alone to prove. And at the end of this trial you will be asked to determine whether plaintiff's request to charge rent was necessary for a medical disability. And whether plaintiff's request to charge rent in his affordable housing unit was reasonable.

Plaintiff has the burden of proof, which is why you heard from him first today. And which is why he will get to present his evidence first. I ask that you keep an open mind while plaintiff is presenting his evidence. And wait to make up your mind until defendant has presented our evidence as well.

Before I dive into the substance of plaintiff's claim, I would like to provide a little bit more context about San Francisco's below market affordable housing programs, or what I'll call SBMR for short. The parties in this case agree that in 2004, the San Francisco Redevelopment Agency handled the City's affordable housing programs.

In 2012 the redevelopment agency was dissolved and MOHCD assumed responsibility for those programs. Ms. Benjamin will tell you, its purpose is to provide sustainable stable and affordable housing to individuals and families who want to live in San Francisco and be a part of this community.

One of the affordable housing programs MOHCD operates is the Limited Equity Home Ownership Program or LEP. Ms. Benjamin will tell you that the Limited Equity Home Ownership Program is

a home ownership program that provides those who otherwise cannot afford to compete in San Francisco's housing market the opportunity to own and purchase property in San Francisco. And to live in the City.

In exchange for below market rates or BMR pricing, you agree to pricing restrictions when they sell their units.

You will hear that in order to purchase a BMR condo, individuals have to undergo a rigorous process that includes entering a lottery for a limited number of units. Prospective buyers must also be income-qualified and must attend counseling sessions.

Importantly, BMR owners enter into an agreement that sets forth strict rules and regulations that all BMR homeowners have to follow.

(Poster board displayed)

MR. ROLLAN: The agreement specifically requires that BMR owners live in their property ten months out of the year, and that they not lease their unit, absent written consent from the agency.

These rules are in place to ensure that the benefits of this taxpayer-funded program go directly to those that applied for them. They are also in place to ensure that homeowners are not generating income from this public benefit that they receive.

You will hear testimony that the Mayor's Office of Housing

allows BMR owners the ability to temporarily lease their units under two limited circumstances. First, where a homeowner has to relocate for school or out-of-state employment. Or second, where the owner demonstrates financial hardship such as job displacement or sudden illness that places them at risk of losing their home.

Under the financial hardship situation, MOHCD works with the BMR owners to obtain a temporary roommate who must also be income-qualified by the City to help offset housing expenses. These exceptions are meant solely as a temporary solution to prevent the BMR owners from being displaced and to allow them to keep their home. They are not meant to allow BMR owners to use their condo as an additional source of income. Especially when they can otherwise afford their own housing expenses.

I would now like to shift your attention to plaintiff.

(Poster board displayed)

MR. ROLLAN: This is 200 Brannan Street in San Francisco. In 2004, plaintiff was fortunate enough to be selected by lottery for a unit in this building. Under the LEP program, he purchased a one-bedroom BMR condo with a walk-in closet and in-unit washer and dryer for $152,523.

At the time of purchase, plaintiff signed the rental agreement that explicitly stated that owners shall not lease the property or any portions thereof without the agency's written consent.

From 2004 to 2009, plaintiff didn't have roommates. And unbeknownst to MOHCD, from 2009 to 2017, plaintiff consistently had different roommates who he charged rent. It was only until plaintiff submitted a request to refinance in October, 2017, did MOHCD find out about plaintiff's unauthorized rental of his affordable housing unit.

MOHCD loan-serving specialist Sandra Gates-Anderson processed plaintiff's finance request. Upon review of plaintiff's refinance application she noticed that plaintiff had indicated rental income on his affordable housing condo. This was against the terms of plaintiff's housing agreement, because he did not get written permission to lease his condo.

Subsequently, Ms. Gates-Anderson forwarded plaintiff's request to the Mayor's Office of Housing Compliance Unit. At the time, plaintiff had a rent-paying roommate. And because the unit needed to be in compliance for the refinance application to be approved, MOHCD asked him to terminate his lease with that roommate. Which, he did. And MOHCD processed his refinance application soon after.

In his separate and -- separate and apart from his refinance request in October of 2017, plaintiff emailed Ms. Gates-Anderson about a request for accommodation to travel six or more months out of the year and to have a roommate.

In his email to Ms. Gates-Anderson, plaintiff referenced a 2009 conversation with San Francisco Redevelopment Agency asset

manager Edith Horner, where she allegedly give him verbal permission to travel more than two months out of the year, and to have a roommate.

There is no evidence that this conversation ever happened. But even if it did, plaintiff will admit that he did not ask Ms. Horner if he could charge rent in 2009. Regardless, it did not matter whether plaintiff believed he had oral permission, because he never received written permission.

Again, plaintiff will tell you that the agreement he signed in 2004 explicitly stated that any requests to lease had to be in writing. And at no point did plaintiff receive written permission to lease his condo.

In October of 2017, in that email that he sent to Ms. Gates-Anderson, plaintiff also attached a letter from Dr. Alison Ludwig, his treating physician at the VA, in which she explained the mental health benefits to plaintiff of having roommates and recommended that plaintiff be allowed to travel and to have a roommate due to his mental health concerns. Notably, Dr. Ludwig's letter did not specifically recommend that he be allowed a rent-paying roommate.

Please pay close attention to the fact that plaintiff's 2017 letter to Ms. Gates-Anderson is the first time he informed MOHCD of a medical reason to be able to travel more than two months out of the year and to have a roommate.

Ms. Gates forwarded plaintiff's email to MOHCD home

ownership manager Cissy Yin who responded to plaintiff's accommodation request. In her response, Ms. Yin stated that plaintiff could have a roommate. He just could not charge that individual rent.

In her letter, Ms. Yin informed the plaintiff of the steps he must take to apply for the temporary relocation or the financial hardship exceptions. Ms. Yin's letter indicated that based on her review of plaintiff's financial records, which he submitted as part of his refinance application, it did not appear that plaintiff demonstrated a financial hardship.

You will hear that plaintiff was not pleased with MOHCD's response. Ms. Yin explained to plaintiff that he could not charge rent because it goes against the purpose of affordable housing. And Ms. Benjamin will testify that she spoke with plaintiff, and discussed alternatives to paying rent, such as allowing a roommate to pay for groceries and utilities.

Plaintiff did not entertain these alternatives, because he simply wanted to be able to charge rent.

In December of 2017, plaintiff informed MOHCD that because it had denied his accommodation request, he was selling his BMR condo under protest.

In 2018, plaintiff sold his BMR condo for $272,822. In other words, he made over $100,000 from the sale of his condo.

Plaintiff currently lives in Austin, Texas. Since selling his condo in 2018, plaintiff has had no rent-paying roommates.

Please pay close attention to the following critical details. Despite being invited to do so, plaintiff never submitted any documents showing financial hardship. And before selling his condo, plaintiff never attempted to find a roommate who would be willing to cover groceries or utilities.

You will also hear testimony that MOHCD never asked plaintiff to sell his condo. To the contrary, you will hear that once plaintiff terminated his lease with his then-roommate, MOHCD processed his refinance request and allowed him to keep his condo.

I would like to take a moment to discuss plaintiff's mental disability. In this case, plaintiff claims that charging rent is tied solely to his medical disability because it allows him to feel equitable in the household. This is a theory that plaintiff formulated only during the course of this litigation.

Defense expert Dr. William Lynch will testify that he conducted an independent medical evaluation of plaintiff. During that in-person evaluation, Dr. Lynch interviewed plaintiff about his complaints and his medical and social history. Dr. Lynch also performed several tests that examined plaintiff's cognitive functions and emotional condition.

Dr. Lynch will state that plaintiff's testing revealed signs of depression and anxiety that were clinically significant but not severe.

He will testify that even if plaintiff continues to live alone, his mental health will not deteriorate, as long as he keeps his contacts with his friends and acquaintances.

Dr. Lynch will also testify that based on his medical experience and examination of plaintiff, he does not believe that the ability to charge a roommate rent would be necessary to treat plaintiff's psychological needs.

Please also pay close attention to plaintiff's medical expert, Dr. Scott Lines. I expect that he will testify that plaintiff's psychological needs can be addressed other than by payment of rent as long as that roommate financially contributes to the household in an equitable way.

But Dr. Lines, himself, does not confine this financial arrangement to the payment of rent. And none of the experts nor Dr. Ludwig will testify that plaintiff's medical condition impacted his ability to afford his affordable housing unit or otherwise places him at risk of losing his home.

So, if plaintiff's medical disability did not require that he be allowed to charge rent, you may wonder why plaintiff made such a request in the first place. During this trial, you will hear a more plausible explanation. His financial motives.

Specifically, the evidence will show the following:

First, you will hear that plaintiff received around a total of $3,800 each month through Social Security and veteran's disability. You will hear that from 2004 to 2018,

plaintiff's housing expenses, including his mortgage, utilities, and insurance, amounted to approximately $1,650 a month.

This means that plaintiff received more than double his housing expenses every month.

Second, you will hear testimony that from 2009 to 2017, plaintiff charged various roommates rent ranging from $500 to as high as $2,000. You will hear that sometimes he had more than one roommate who he charged rent.

Plaintiff's charging of arbitrary amounts of rent should cast doubt on the connection between his request to charge rent and his medical disability.

Third, during 2009 to 2017, when plaintiff consistently had rent-paying roommates, he traveled frequently to different parts of the country and internationally, often more than two months out of the year. In fact, plaintiff's request for accommodation in 2017 was to be allowed to travel six or more months out of his unit.

That plaintiff had rent-paying roommates while he was away from his BMR condo for extended periods of time should also cast doubt on the connection between his request to charge rent and his medical disability.

Throughout the course of this trial, you will hear testimony from both sides. I ask that you pay close attention to all the details and to all the evidence. I ask that you

critically consider whether plaintiff has carried his burden of proof.

And after you hear all the evidence, I expect that you will see that this case is simple. Plaintiff's request to be able to charge rent in his affordable housing unit is simply not supported by the facts.

At the beginning of my opening statement, I said I expect the evidence will show you four things. That first, plaintiff's medical condition did not require that he be allowed to charge rent in his one-bedroom housing unit. Dr. Lynch will tell you that what plaintiff needs is companionship, not a rent-paying roommate.

Second, that the City endeavored to reasonably accommodate plaintiff's disability. Plaintiff's request. Ms. Yin and Ms. Benjamin will tell you that they tried their best to work with plaintiff, to reach alternative options, but he refused.

Third, that plaintiff's request to be allowed to charge rent was not reasonable, because it would have changed the nature of the City's affordable housing program.

The purpose of the affordable housing program is to provide stable and sustainable housing to those who wish to live in San Francisco and be a part of the community. MOHCD requires a showing of financial hardship to grant a temporary exception to have a rent-paying roommate. And plaintiff simply did not apply for that financial hardship.

And four, that plaintiff had financial motives to charge rent that were not tied to his medical disability. Plaintiff wanted to charge rent so he could afford to travel six or more months out of San Francisco and keep his condo here.

At the end of trial, we will ask that you find that the Mayor's Office of Housing and Community Development did not violate plaintiff's rights. MOHCD did everything it could to accommodate plaintiff's request, and did not retaliate against him, because it had non-disability-related reasons for denying his request.

I will ask that you find in favor of the City and County of San Francisco, because plaintiff is not entitled to profit from his affordable housing unit.

Thank you.

THE COURT: All right. Is Mr. Rice ready to call his first witness?

MS. JIAM: Yes, Your Honor.

THE COURT: And you are calling Mr. Rice?

MS. JIAM: No, we are calling Dr. Scott Lines.

THE COURT: Okay. Great.

DR. SCOTT ALAN LINES, PLAINTIFF'S WITNESS, SWORN

THE COURT: State your full name for the record.

THE WITNESS: Scott Alan Lines.

THE COURT: You may proceed.

MS. JIAM: Your Honor, before we start with Dr. Lines,

defense would like to offer TX 434 which is the parties joint stipulations as to certain facts.

THE COURT: All right, TX -- tell me the number again.

MS. JIAM: 434.

THE COURT: All right. Exhibit 434 is admitted.

(Trial Exhibit 434 received in evidence.)

MS. JIAM: And Your Honor, permission to read the stipulated facts into the record.

THE COURT: Yes. So the jury knows, the parties reached some stipulated facts. And the way we are going to have the lawyers will read it into the record. So, that is the process.

All right, you may proceed.

MS. JIAM: Okay. The parties stipulate to the following facts, which may be incorporated into the trial record without supporting testimony or exhibits.

One. Mr. Rice is a former Naval service member that has been diagnosed with a 100 percent disability rating. Mr. Rice is a person with a handicap as defined by the Fair Housing Act under 42 U.S.C. Section 3602(h).

Two. In October, 2004, Mr. Rice purchased a condominium located at 200 Brannan Street, Unit 316, San Francisco, California, 94107 through San Francisco's Limited Equity Home Ownership Program.

Three. Mr. Rice purchased his BMR condo for $152,000 --

$152,523. $152,523. I'm sorry. That took a while to get there.

Mr. Rice's purchase of the property was subject to a Limited Equity Home Ownership Program, declaration of resell restrictions and option to purchase agreement. The agreement stated that Mr. Rice shall own and occupy the property as owner's principal residence, i.e. the location at which an individual resides at least ten months out of each calendar year. And owner shall not lease the property or any portion thereof without agency's prior written consent.

The San Francisco Redevelopment Agency administered the BMR program in 2004, when Mr. Rice purchased the condominium.

The San Francisco Redevelopment Agency was disbanded by order of the Governor in 2012. Thereafter, the Mayor's Office of Housing and Community Development administered the BMR program.

Mr. Rice sold his BMR condo for $272,822, which was the maximum allowable sales price for his below-market-rate unit. The sale closed escrow on May 4th, 2018.

THE COURT: Okay.

DIRECT EXAMINATION

BY MS. JIAM

Q All right. Good morning.

A Good morning.

Q Could you please introduce yourself to the jury?

A Sure. My name is Scott Lines. I'm a clinical psychologist and psychoanalyst.

Q And what brings you here today?

A I have been retained by plaintiff's counsel to do a psychological evaluation of Mr. Rice.

Q Were you also retained to determine the impact that a roommate would have had on Mr. Rice's psychological condition?

A Yes. Yes, I was.

Q And can you please describe for the Court and the jury your educational background?

A Sure. Um, I received my Ph.D. in clinical psychology in 1993 from the California School of Professional Psychology. I then completed a post-doctoral fellowship at Kaiser Permanente Medical Center in Oakland the following year. And I entered into private practice, focusing primarily on psychotherapy and psychoanalysis.

In 1998 I began doing criminal forensic evaluations, mainly for the Federal Public Defender's and the Federal Court system. But the majority of my practice is in psychotherapy.

I then got certified as a psychoanalyst in 2014, at the Psychoanalytic Institute of Northern California.

Q And Dr. Lines, I'm going to hand you an exhibit that has been marked Trial Exhibit 411.

MS. JIAM: Permission to approach the witness?

THE COURT: Yes.

MS. JIAM: Thank you. And Your Honor, I also have a copy of Exhibit 411.

THE COURT: Okay, great.

MS. JIAM: Permission to approach?

THE COURT: Yes. You don't have to ask. You can just hand them to Rose if you want to --

MS. JIAM: Okay.

THE COURT: And if you want to give me your exhibits before the witness starts testifying, that's fine, too. Whatever works for you works for me.

MS. JIAM: Okay. All right.

(Document handed up to the Court)

BY MS. JIAM

Q Dr. Lines, do you recognize this document?

A I do.

Q What is it?

A It's my CV.

Q Okay.

MS. JIAM: Your Honor, we offer TX 411 into evidence.

THE COURT: Hearing no objection, that is admitted.

(Trial Exhibit 411 received in evidence.)

MS. JIAM: Permission to publish?

THE COURT: Yes.

MS. JIAM: Okay. Ramsey. If you could pull up TX 411 onto the screen.

THE COURT: Once it is admitted, you can go ahead and publish without permission.

(Document displayed)

BY MS. JIAM

Q All right. Dr. Lines, this is your CV, is that right?

A That's correct.

Q Okay.

MS. JIAM: And Ramsey, if you could please go to -- starting on Page 2 of Exhibit 411. Down to the Teaching Appointments section.

(Document displayed)

BY MS. JIAM

Q Dr. Lines, can you please briefly describe for the Court and the jury your current professional background.

A Sure. In addition to providing psychotherapy and psychoanalysis and criminal forensics evaluations and occasionally a civil case, I'm also teaching faculty and supervisory faculty at the Access Institute for Psychological Services in San Francisco.

I'm also teaching for the Psychoanalytic Institute of Northern California in a variety of different configurations of classes and things like that. Most lately I have been co-running, co-leading the early career case conference.

And then, kind of working backwards, I recently taught for the Northern California Society of Psychoanalytic Psychology,

which is a division of the American Psychological Association. I was also president of that organization in 2004, and was around long enough that they gave me every job that one could have for ten years in that organization.

I've recently taught and supervised at the California Institute of Integral Studies in their Psy D psychology program.

And prior to that, in prior years, I've taught and supervised at Saint Mary's Hospital and Medical Center at the California -- CPMC, California Pacific Medical Center; the Wright Institute in Berkeley, California; my old school, CSPP, California School of Professional Psychology.

(Reporter clarification)

BY MS. JIAM

Q And you mentioned that you're currently clinical and supervisory faculty at the Access Institute of Psychological Services in San Francisco, is that right?

A Yes, that's correct.

Q Okay. How long have you been clinical and supervisory faculty there, and what is your history with that institute?

A I've been involved for the most part since that institute was founded in, I think, 2004. I was on the board of the Northern California Society for Psychoanalytic Psychology, when we felt that so many internships where we had all trained as psychologists had closed for one reason or another, so we

decided to create our own clinic in 2004.

So I was one of a number of founders of that clinic. And it's gone on to serve many, many low and moderate-income people in San Francisco, in psychotherapy, including children and seniors at Bayview/Hunters Point.

Q And have you been retained as an expert in a case before?

A Yes, I have.

Q How many times?

A I have been retained in the criminal arena innumerable times. Probably over 200 times in the past 15-plus years. And I have been retained in the civil arena exactly twice.

Q Okay. And this is a civil case, is that --

A That's correct. This is my second case in the civil arena, yeah.

Q And have you testified in trial before?

A I have, once. I'm sorry, twice.

Q Okay.

A Yeah.

Q Would you consider yourself a professional expert?

A Um, I wouldn't use that terminology. I consider myself to have expertise in clinical psychology. But my main practice is in psychotherapy and psychoanalysis. And then also I will do some criminal evaluations. But, you know, I function as a psychologist and psychoanalyst, mainly, yeah.

Q And are there guidelines for psychologists that provide

expert opinions in lawsuits?

A Absolutely. The guidelines in the American Psychological Association, there are a number of them. But basically they state that you should be operating within your area of expertise, and not outside of your area of expertise. That you be providing -- that you be bringing in the legal arena evidence that is scientifically based, that you don't discriminate, that you establish rapport with your clients, these kinds of things.

Q Do you have experience with patients that have depression?

A Yes, I do.

Q Can you provide a little bit of detail as to how much you worked with patients that have been diagnosed with depression?

A I would estimate that probably half of my clinical practice is made up of people who are either suffering from various depressive disorders or various anxiety disorders, so probably, you know, 50 percent.

And the other 50 percent would be, you know, people dealing with relationship issues or work issues. Also some, some survivors of trauma, you know, sometimes quite severe trauma, yes.

MS. JIAM: Your Honor, I tender Dr. Scott Lines as an expert in this case.

THE COURT: All right. He is accepted.

MS. JIAM: And you can go ahead and take down TX 411,

Ramsey.

(Document taken off display)

BY MS. JIAM

Q Dr. Lines, have you formed an opinion as to Mr. Rice's psychological condition and his disability-related needs?

A Yes, I have.

Q And can you describe the process that you undertook to arrive to those opinion?

A Yes. After speaking with plaintiff's counsel about the case, I reviewed Mr. Rice's medical history, provided to me. Then I interviewed Mr. Rice on three different occasions for a total of, I think, you know, over -- over six hours.

The first two interviews were virtual, by Zoom, because of the pandemic.

I also conducted one psychological test, a standardized psychological test. And then I -- I drafted my opinion. And consulted with counsel on my opinion.

Q Okay. And why did you do a six-hour interview with the -- with Mr. Rice?

A The first interview was, I think, three and a half hours. And then I interviewed him a second time for another three hours.

Why did I do it? Well, because it takes time to -- I think, regardless of anybody's age, it takes time to get a sense of a person's background, history, what they may have

suffered emotionally, psychologically, how -- in particular, as a psychoanalyst, how their early childhood experiences affected their functioning in adulthood. And it just takes time, it takes time to build rapport.

And as I'm -- I'm taking notes as we're talking the whole time, and the -- the wheels start to turn and I start to make sense of a person's background and history. And it just takes time to do that.

Q Does this type of interview help inform your expert opinions about a disability or their disability-related needs?

A Very much so, yes.

Q And you also mentioned that you gave him a psychological test?

A That's right.

Q What is that test?

A I used a personality inventory called the PAI, the Personality Assessment Inventory. It is a standardized test that is constructed of 350-some-odd questions, and it's answered in a one-to-four scale, such as, "I've had thoughts of killing myself" or "I can't stop drinking" or "I feel low much of the time," you know, questions like that, yeah.

And then the subject's answers are then compared to a normative group that is part of the test construction. And so if they're outside of the average range, then that may indicate some clinical problems.

Q And how did you administer this test to Mr. Rice?

A Right. I've administered the test many times. But because of the pandemic, in my forensic practice I was exclusively meeting people over Zoom. And the first interview I think was in March of 2022. And I was still, you know, having to Zoom all these interviews, whether it was the Santa Rita Jail or whether it was somebody in a matter such as we have today. So I had to do the test virtually.

So I would have the test booklet in front of me, and I would ask Mr. Rice the questions, and then I would record his answers.

Q And are there any particular risks of administering the PAI test to a patient via a video conference or Zoom?

A It creates a -- I guess you'd call a non-standard evaluation procedure which is allowed under the following conditions, which is basically that -- well, the idea is that if you're reading the questions to somebody and they are responding to you -- these questions are very personal. And so there's a concern that the testing might shift more toward the positive.

That is to say, the subject might be answering, you know, leaving out various negative things of their background and history because of the -- the fact that they are speaking to you directly.

I mitigated that by interviewing Mr. Rice for several

hours before giving him the test. And everything that is on the test, we had already talked about. We talked about his various mental health diagnoses; we talked about the drug problem that he used to have. And it -- it, I think, mitigated the impact of him feeling that he needed to couch his responses.

Q So how do you know that this alternative method of administration produced valid results?

A Well, first of all, because his test answers were very similar to what we had talked about. But there's an additional measure that's built into most of these personality tests, called "validity scales." And the validity scales will look for things like: He's overly elaborating his psychological problems, or he is minimizing his psychological problems. Or he's answering inconsistently. That is to say, they'll ask a question one way, and then they'll kind of flip the question and ask it in the opposite way, and, you know, the answers should flip and be opposite at the same time.

So all of his validity scales were within normal limits, so that it gave me confidence that it was valid.

Q So based on your clinical interviews, and the PAI test results, what is your diagnosis with respect to Mr. Rice?

A Yes. Mr. Rice suffers from a depressive disorder. He suffers from major depressive disorder. He also has what the DSM-5, our diagnostic manual that we use, there's an additional

specifier to his depressive disorder which is called "with anxious distress."

Q And what does "major depressive disorder with anxious distress" mean for us that are not licensed psychologists?

A It means that you feel really bad most of the time. You are suffering from low mood, sleep problems, maybe appetite problems. Irritability. Helplessness. Hopelessness. Suicidal ideation. Just feeling like you don't fit in society.

With anxious distress, means that you are also just chronically anxious and worried about, you know, your daily living experiences.

Q You mentioned some of these symptoms like low mood, feeling out of place. I mean, I think that we all have periods in our life where we might have a low mood or we feel irritable or feeling out of place from time to time. So why is that different than what Mr. Rice has been diagnosed with?

A It's different because we're not talking about mood swings. When you suffer from major depressive disorder, as long as you are in a depressive episode, the mood doesn't swing. Or if it swings, the bandwidth is very, very limited.

Now, you're not always in a major depressive episode. But, but past major depressive episodes are correlated with the recurrence of future depressive episodes.

And so it just is -- it's very, very hard to function. I mean, some people that I treat they really can't leave their

home because they feel so bad about themselves. And it doesn't have to manifest that -- that severely, but, but it's -- it is a major depression. It's not just, you know: I'm in a low mood today.

Q And would somebody who has major depressive disorder, or I'll just call it "MDD" for short, --

A Uh-huh.

Q -- would they naturally seek out psychotherapy?

A Well, one would wish that they would naturally seek out psychotherapy, but oftentimes it's not easy for somebody to admit that they have these kinds of problems. Oftentimes they are referred by family members, friends or work associates.

But if they -- I mean, in urban areas, people are a little bit more aware of the idea of psychotherapy, and that's becoming more in the common zeitgeist, if you will, that people are in therapy. But major depressive disorder could be so debilitating that it's hard to even think that you could get help for the problem.

Q Do patients with MDD seek out companionship?

A Again, in my experience, they tend to have very, very limited -- they feel that they have very limited social skills, social fluency. And so while they might really need companionship, oftentimes somebody suffering from depression isolates, instead of -- yes.

Q So it wouldn't be unusual for a patient with MDD to

self-isolate.

A Not at all unusual.

Q And can MDD lead to substance abuse?

A It can lead to substance abuse. People will oftentimes abuse substances if they have psychological problems like major depressive disorder, anxiety or PTSD, those kinds of things.

It's quite common to find somebody who is self-medicating their depressive disorder or their anxiety disorder, yes. Which doesn't really solve the problem. Instead, it just creates more problems.

You know, there's -- there may be kind of a dopamine hit that you get from drinking or using a drug, but it doesn't last, and there is always a come-down, and meanwhile your life and your functioning is getting worse and worse from the substance problem.

Q And in your psychological opinion, what factors in Mr. Rice's childhood purportedly led him to suffer from MDD?

A Okay. Well, as counsel stated at the beginning, this really is a story of a man who has suffered tremendous loneliness his entire life.

The way that manifested in his early childhood is that he comes from a military family. The family moved quite frequently because his father was a lieutenant commander. I think I've got that right, in the Navy. And was frequently on board ships or was in one Naval city after another.

And so he moved so often that he attended -- it's my understanding that he attended I think three elementary schools, two junior high schools, and three high schools in his educational career. And so therefore, he was always -- it's my understanding from talking to him at length, that he -- he was always kind of the new kid in class or he was always getting ready to move into another city. So that's one factor.

The second factor which I think is even more debilitating is that he suffered childhood physical abuse and came from a very traumatic background at home. Like, I can give examples of that. But basically he was -- he was abused and he also, I think, felt neglected by -- well, he was abused by his father in various times. And it is my understanding that he felt his mother was kind of missing in action and didn't really protect him.

Meanwhile his older brother was very derisive and would make fun of him, in fact one time, this is, I think, one of Mr. Rice's earlier memories, he said that when he was, I think, five years old, his brother said to him "I can make you cry without even touching you." And, well, how are you going to do that? And his brother looked at him and said "Nobody loves you. Nobody loves you." Said it over and over and over again.

This was such of a kind of virulent experience for him that in the psychological testing there was a question, you know: I keep repeating something in my mind that happened to

me. And after the testing I asked him, well, what were you talking about? And he said it was -- it was this kind of brother's voice in my head, "Nobody loves you."Giving him the feeling that he is all alone in the world.

So that is kind of -- that's what comes from childhood.

Q With respect to, you know, abuse on one hand and moving a lot on the other hand, do those two factors have a relationship with respect to how it contributes to depression, together?

A Well, I would say that, I mean, things in life are related. But I think in this case, if -- if Mr. Rice had been suffering from physical abuse and emotional neglect at home but he had friends at school he could talk to, that would provide a mitigating factor. Concurrently, if he was upset because he had lost his friend group because they were moving again, if he felt that he had kind of emotionally responsive parents, that might have mitigated that loss.

But I think in fact he didn't have either of those mitigating factors. He moved a lot and things were pretty abusive at home. And so he didn't really have anybody that he could talk to. Certainly couldn't talk to his family about how he was feeling, because they were the ones who were treating him poorly. And if he was the new kid in school he couldn't really talk to -- I mean, all it takes is really one best friend that you have in your life, that will listen to you. And it makes a big difference. And I think that he didn't

really have that opportunity.

Q Are there any other aspects of Mr. Rice's personal history that you believe contributed to Mr. Rice's MDD?

A Yes. Mr. Rice had what we would call a psychotic break in 1977, I think, when he was in the Navy, which caused him to be discharged from the Navy. But he was in a psychiatric hospital for three months with a diagnosis of paranoid schizophrenia.

I don't currently think that he's suffering from that kind of disorder. But he -- he talked to me at length of how that diagnosis was such -- kind of an anvil hanging over his head, so it made him feel really bad about himself.

He was then -- I think after the period where he was abusing substances, he did have a problem with cocaine and alcohol, and got arrested for cocaine possession, which then ended his use of cocaine.

But he had a period of homelessness for about three years. And that was, I think, terribly debilitating for Mr. Rice.

Q And you mentioned that Mr. Rice was homeless, is that right?

A That's correct.

Q How does homelessness contribute or not contribute to MDD?

A Well, I mean, we don't have to look too far outside of the confines of this courtroom to find people who are suffering from homelessness. And you can tell just by looking at them that they are not really doing so well.

But, I mean, to not have a physical home is a little bit like not having a home in your heart. That you don't have -- you don't have a place where you can relax; you don't have a place that you can call your own. In fact, you are at the -- at the mercy, sometimes terrible predation from the environment. You're surrounded by strangers.

And if, if somebody has a mental disability and/or a substance problem, it is just going to get much, much worse. Our terrible population of unhoused people in this community and around the country is made up predominantly of people who suffer from major depression -- or from various mental illnesses and/or substance abuse. So it just makes it much, much worse.

Q And you discuss substance abuse. So how does substance abuse -- what is the relationship between MDD and substance abuse?

A Well, people will tend to use substances in order to feel better. And they will -- maybe initially will feel better. But it doesn't last. But it does become a chronic problem. I mean, in my -- in criminal cases that I evaluate, oftentimes there is a substance problem because people are trying to mitigate, you know, whatever -- whatever conditions are causing them to be in the criminal arena in the first place. But oftentimes it's because they have a mental disorder and oftentimes that is depression or post -- post-traumatic stress

disorder. And so substances are grabbed because they're easy to get. They're actually much easier to get and manage than psychotropic medication. And especially if you are a homeless individual.

Q And I would like to now pivot a little bit to that PAI test that you were mentioning earlier.

A Sure.

Q You received results from that PAI test, is that right?

A I did, that's correct.

Q And did you describe the results of that PAI test in your expert report that you prepared for this case?

A I did.

Q And did aspects of that PAI test result lead to your opinion that Mr. Rice has MDD with anxious distress?

A Yes. I provided you with a couple of slides that would identify this.

MS. JIAM: Your Honor, permission to publish?

THE COURT: Any objection?

MR. ROLLAN: No.

THE COURT: Okay. You have about ten minutes before the 90-minute break. We are not going to stop now, just -- for the court reporter.

MS. JIAM: Okay.

(Document displayed)

THE WITNESS: Does somebody -- can somebody help me

turn this on? I don't know how to do it.

(Off-the-Record discussion)

(Document displayed)

BY MS. JIAM

Q I know the text is quite small. But if you could briefly describe what this first slide is.

A Sure. So it -- this shows the clinical scales. And the -- let's see if I can get fancy here.

So that line (Indicating), that's the average of -- yeah, that's the average score on the various sub tests, which is 50. The line up here (Indicating) is two standard deviations outside of the norm of 50. And that's 70.

So anything that is above 70 on these various sub tests is thought to be problematic.

Q And what does it mean to have a T score above that 70 number? What does that mean in terms of how a patient compares to the general population?

A Right. So, two --

MR. ROLLAN: Your Honor, lacks foundation as to the score.

THE COURT: Yeah, so, objection is sustained. You just have to lay the foundation.

MS. JIAM: Sure.

BY MS. JIAM

Q So what are these numbers on the side of this chart

(Indicating)?

A On the side of the chart, that's the -- that's the average or --

THE COURT: You're a little close to the mic, just -- yeah, back. Okay.

THE WITNESS: On the side of the chart, that is the average that -- oops -- now the pointer's not working. Oh, okay. On the side of the chart, that just is the 50, 70 (Indicating).

So basically what happens is if you're two standard deviations above the mean, what that means is you're going to be responding in a way that 97.5 percent of the people who have taken the test would respond, differently. In other words, you are responding in a clinically significant way, if you are in the range of 70 or above.

BY MS. JIAM

Q Okay. So let's go into a little bit more detail about anything above that 70 line.

A Sure.

MS. JIAM: Ramsey, could you go to the next slide?

(Document displayed)

BY MS. JIAM

Q So could you explain what these words and the numbers to the side of that, what that means?

A Sure. So these are names of various -- various of the

subtests. The subtests could be depression, schizophrenia, paranoia and other psychological problems. And these are the ones that are elevated in Mr. Rice's case.

So we see that he suffers from somatic complaints. You know, he has problems feeling physically well. Suffers from anxiety and anxiety-related disorders. He suffers from depression.

Suffers from borderline features. What that means is you may have -- the subject may have some feeling of instability in relationships and irritability, that kind of thing.

He's significant on the subtest for drug problems. However, when Mr. Rice took the test, he told me that he was responding to the test items from the standpoint of having been using drugs, when he used them. So it doesn't mean that he has a drug problem now, but he was talking about what it used to be like for him.

Suicidal ideation is quite high, 78 percent.

And then the non-support scale, what's called a treatment scale. What it means is the test is going to help a potential psychotherapist: Well, what would it be like to treat this subject?

And the non-support score of 80 is the highest in his entire test protocol. It's actually three standard deviations above the mean, which means that he -- he -- that 99.7 percent of the people who take the test would not respond in that -- in

that direction.

But what non-support means, I think, is the loneliness that counsel was talking about in the opening statement. That he feels that he's not going to get the support that he needs from the social environment. Or that -- he'll have a lot of anxiety, getting a feeling that he's being supported.

Q And based on these PAI results and the interviews that you had with Mr. Rice, what is your opinion regarding Mr. Rice's disability-related need for a roommate?

A Well, his disability need for a roommate. I think if we could talk about the non-support scale. For instance, Mr. Rice told me in the clinical interviews that I conducted with him that after moving to San Francisco, and after getting his condominium in 2004, he was hoping to meet a life partner and begin a life of living with somebody. Well, that didn't happen. So in 2009, he determined that he wanted to get a roommate.

So he then had a series of roommates. That he -- I feel like he desperately needed that kind of companionship. I mean, we talked about -- well, Mr. Rice used to be a musician, and he's an audio engineer, so he would go and play in this or that coffeehouse and he would go and hang out with people. But he said: I wanted to be at home with somebody. I wanted to have the intimacy and the relaxed relationships that I would find at home with somebody. And so I decided to get a roommate.

Q And do you believe that his MDD requires a roommate?

A I do think it requires -- well, it requires human companionship. And based on what I just said, you know, he wanted to have somebody that he was living with at home. And so yes, it would really benefit his depression if he had somebody living at home with him.

Q Is it important to his depression whether the roommate pays rent?

A Well, I know that is central to this case. And, you know, in thinking about this, I don't really -- I can't think of a roommate that doesn't pay rent. I mean, possibly many people in the courtroom have had roommates. And I think --

MR. ROLLAN: Your Honor, we would like to strike as non-responsive to the question.

THE COURT: I'll -- overruled.

THE WITNESS: I think that we know what a roommate is. From our experience, you know, in living, we know what a roommate is. A roommate is somebody who pays rent. I mean, I've never had a roommate that didn't pay rent. So...

BY MS. JIAM

Q And why is that important to Mr. Rice's disability?

A Well, Mr. Rice -- I think, for several reasons. First of all, Mr. Rice comes from a fairly hardscrabble people who taught him that, you know, people pay their way in life, that they lift themselves up by the bootstraps, that they don't

freeload.

Mr. Rice -- well, when Mr. Rice was -- there was a period of time when he was living with his mother, which I'm sure he will talk about, for a period of three years. His mother was living in Sun City, Arizona. And he paid her rent for the entire time that he was there. Because it's just what they do.

It's also the case that Mr. Rice, having been homeless for three years, it's my understanding that Mr. Rice felt that -- that if he had a roommate that was not paying rent, it would be like: Am I operating a homeless shelter? Why is this person wanting to live in my apartment and not pay, and not pay rent? That would be -- it didn't seem to him like that would be a roommate.

And it also would not be a relationship among, you know, kind of equally functional adults. This was -- this was a period of Mr. Rice's life that he felt, I think, the most optimistic he had felt. And he wanted to kind of enjoy that, that, you know, feeling, by having normal relationships. Not somebody that he felt was somebody that he had to purchase their companionship by, you know, covering the rent for them.

Q And so what is your opinion as to whether a roommate that lives rent-free with Mr. Rice, what is your opinion as to whether a rent-free roommate would have had a positive therapeutic effect on Mr. Rice's depression?

A I don't think it would have had a positive therapeutic

effect. I think, as I said a minute ago, it would feel to him like it was not a situation that was one that -- he had through hard work and, you know, getting the condo, he had established himself as kind of a very functional person, in comparison to having been diagnosed as a paranoid schizophrenic, or having been homeless.

And I just think that it -- it, it wouldn't work for him to feel like it's a sustainable situation.

Q Do you have any opinions as to how the City's unwillingness to allow Mr. Rice to have a roommate that pays rent, how that impacted him?

A I think it very dramatically impacted him. I think from 2017 onward he felt that, you know, the best period of his life was basically over. In fact, in our last interview, I said to him something about: It's like you're in a tailspin now.

And he corrected me. And he said: No. It's like I'm in a nosedive, and I can't pull myself out of it.

And then he sent me an email the next day and he said: I want to just correct what I just said. It's not a nosedive; I feel like I've been thrown off a cliff.

And so I think that's -- you know, the impact has just rippled. He's told me that 80 to 90 percent of his time, he feels depressed and anxious; he can't think about anything other than this case that he's brought. And his life is really just on hold. A very --

Q And setting --

A Sorry. In a very kind of low spot, I would say.

Q And setting aside, you know, what you have observed in terms of Mr. Rice's feelings, what do you think is the injury that he suffered from not being able to have a roommate?

A I think the injury is that Mr. Rice just doesn't feel like he's functioning in normal society, as a normal person. I think that he's kind of given up on -- on fitting in. Up to this point, anyway.

Q Okay. Do you know whether Mr. Rice chose to sell his home at 200 Brannan Street, on his own? Or if that was --

MR. ROLLAN: Object- -- objection, Your Honor. That is beyond the scope of his expert report.

THE COURT: Objection sustained.

BY MS. JIAM

Q Do you believe that Mr. Rice's home at 200 Brannan provided stability, with respect to the symptoms of his MDD?

A Yes, I do.

Q And do you believe that the loss of that home has caused the symptoms of his MDD to increase, or if they were exacerbated?

A Yes, I do.

Q And do you know whether the City has retained its own expert to provide opinions regarding Mr. Rice's disabilities and his disability-related needs?

A Yes. I believe they have.

Q Who is that expert?

A It's Dr. William Lynch.

Q Are you familiar with Dr. Lynch's opinions?

A No. Not before engaging in this matter.

Q Are you familiar with the opinions --

A Oh, I'm sorry.

Q -- presented in this case?

A Yes, I am familiar with his opinion in this case, yes. I thought you were asking me am I familiar with Dr. Lynch as a person. Yeah.

Q Did you review Dr. Lynch's report that he prepared for this case?

A I did.

Q Okay. And what do you understand Dr. Lynch's opinions to be?

A Well, there are some areas of agreement between myself and Dr. Lynch. For instance, Dr. Lynch diagnosed Mr. Rice as suffering from pervasive -- sorry, I'll get this -- pervasive depressive disorder, PDD. It used to be called dysthymia. And it's kind of a low-grade depressive disorder that goes through the life span.

He also diagnosed him with an anxiety disorder, which, I think it's pretty self-evident what an anxiety disorder is. And that is very close to my diagnosis of major depressive

disorder with anxious distress. So on that level I think that we are in agreement on -- on Mr. Rice's diagnosis.

But then he went on to diagnose Mr. Rice with -- I think it was a non-specified personality disorder with paranoid features. And I took exception to that, because I felt that that kind of de-links Mr. Rice's suspiciousness and irritability from his depression and from his anxiety.

And in particular, it -- it may be true that Mr. Rice feels that this system has kind of shaped itself against him. You could call that kind of a paranoid flavor. But, I do think that that's predominantly due to the condition that has caused him to bring this lawsuit.

Q Are there any other opinions that Dr. Lynch provided in his report that you disagree with?

A Well, I disagree with -- which, I'm sure Dr. Lynch would want to argue this, but he -- he performed a number of neuropsychological tests on Mr. Rice. Testing his memory, testing his reading skills, testing, you know, various things. I just didn't think that those were necessary tests to put somebody through. So that's one thing that I -- I want -- that's one thing that I wondered about.

Q And, and why didn't you think that these types of -- I'm sorry, you said neuro- --

A Neuropsychological.

Q -- -psychological tests were appropriate for Dr. Lynch to

test with Mr. Rice?

A Well, Dr. Lynch, it's my understanding that he's a neuropsychologist. What that means is he focuses predominantly -- seems that he focuses predominantly on head injury cases. On, you know, brain-based problems. And I didn't see any indication that Mr. Rice was suffering from anything of that -- of that nature.

It seemed to me that it was -- this is just my opinion. I mean, psychologists will disagree about these things. But it seemed like he was just putting Mr. Rice through the paces that he's used to doing.

He's -- clearly he's a well-established neuropsychologist. A lot of his expertise is in brain injury. But I didn't think that there was any brain injury at play in Mr. Rice. Instead, I felt that his injury was more from his family of origin, and from his subsequent struggles as a human being, as a homeless human being, as somebody who suffered from depression.

It just didn't seem to make sense to put the subject through that kind of -- I mean, as a psychologist, we are trained to not put subjects through tests that are not really germane to the question at hand. I don't -- I don't think Mr. Rice has a brain-based -- I don't think he's brain-damaged. I think that he is more emotionally damaged.

Q And did Dr. Lynch provide an opinion as to whether Mr. Rice needs a roommate that pays rent, for his disability?

A Um, he did. He didn't think that he needed a rent-paying roommate. A roommate, fine. But not necessarily a rent-paying roommate. Instead, I think what he said was: Well, he can find those accommodations in the community. He could...

I think what I took away from reading his report was that he could engage in the social arena; he could maybe increase his psychotherapy. And I took that as kind of a rather glib statement for a psychologist to make. Just go out more. Just see more friends. Just increase your psychotherapy.

It didn't feel to me that that was -- um -- I mean, he was talking about accommodations. But, in the question of what if you had somebody living at home with you as a roommate who was kind of more or less, you know, pulling their weight at home, that would, I think, be a very different thing than: Just go out and hang out with people. Especially because Mr. Rice, you know, he's in his sixties, he's in his late sixties. And he -- he wants to be home. He wants to be comfortable in his home.

THE COURT: All right. Let's go off the record for just a second.

(Off-the-Record discussion)

THE COURT: Back on the record. And then, yes, we will take a break after that. Okay.

BY MS. JIAM

Q And why do you think there are differences between Dr. Lynch's opinion regarding roommates and Mr. Rice and your

opinion regarding Mr. Rice's need for a roommate that pays rent?

A Well, I think that -- you know, like I just said, I think that Dr. Lynch was saying that you can find these accommodations in the community. But it's my opinion that Mr. Rice is -- you know, he's in his late sixties. He wants -- I hope it's not putting words in his mouth; he wants to be at home. But he suffers from such aching loneliness that just being at home alone doesn't really do it. It doesn't really satisfy his need for human companionship.

But he also felt that he needed to have somebody who was pulling their weight, who was paying their share.

(Off-the-Record discussion between counsel)

MS. JIAM: All right, that's all.

THE COURT: All right.

MS. JIAM: Thank you, Dr. Lines.

THE COURT: We are going to take a 30-minute break, off the record.

(Off-the-Record discussion)

THE COURT: All right. Court is in recess. Thank you.

(Recess taken from 12:18 p.m. to 12:54 p.m.)

(The following proceedings were held in the presence of the Jury)

THE COURTROOM DEPUTY: All rise for the jury.

THE COURT: Okay, everybody's back in the courtroom. Everyone may be seated. And I'll wait for Rose to get back before we say go.

All right. And we will be --

THE COURTROOM DEPUTY: Okay, here we go.

THE COURT: -- back -- we don't need to recall the case, we'll just be back on the record.

THE COURTROOM DEPUTY: No, yeah.

THE COURT: Okay.

CROSS-EXAMINATION

BY MR. ROLLAN

Q Good afternoon, Dr. Lines.

A Good afternoon.

Q You're not one of plaintiff's treating doctors, is that right?

A That's correct.

Q And you are being paid by the plaintiff to testify in this case, is that correct?

A Yes.

Q And you billed $350 an hour for every hour that you worked in this case?

A That's correct.

Q How much have you charged plaintiff, to date?

A I don't recall; I think it's, um -- I would have to have my invoices in front of me to really answer. I think it may be

8- or $9,000, something like that.

Q Okay. And how much do you anticipate charging for your testimony today?

A Well, you know, I spent a few hours preparing. And so probably another maybe eight hours, something like that.

Q All right.

(Off-the-Record discussion)

MR. ROLLAN: Is this on now? Okay, great.

THE COURT: Sure is.

BY MR. ROLLAN

Q Dr. Lines, you described yourself as both a psychologist and a psychoanalyst. Correct?

A That's correct.

Q And a psychoanalyst is someone who undergoes training, that considers the entire life span of one's life from childhood, and the central relationships from childhood, correct?

A That's correct.

Q And the difference between the approach of a psychoanalyst and a psychologist is that a psychoanalyst considers the unconscious mental processes developed during early relationships that drive behavior. Is that right?

A I would agree with that, yes.

Q When you evaluate a person in a clinical context, you refer to them as a "patient." Is that right?

A When I evaluate them in a clinical context, no, I would probably refer to them as a "client." I would refer to people that I'm treating in psychotherapy or psychoanalysis as my patients. But it's -- you know.

Q Thank you for that distinction.

A Sure.

Q So just to restate that, when you evaluate a person in a legal context, you refer to them as your clients. Is that right?

A That's right.

Q And plaintiff has never been your patient, correct?

A He has not. No.

Q And he is your client. Is that right?

A Yes.

Q You have been hired as an expert in only one civil case besides this one. Is that right?

A Um, yes, that's correct.

Q And that case involved a motor vehicle accident in 1999, is that right?

A That's right.

Q And none of the publications that you cited in your report were relevant to your opinions in this case. Is that correct?

A Well, I would -- it's probably correct. I would probably have to have my CV in front of me, in order to really take a look at it. But, but I would say yes, that's probably correct.

Q All right. And you don't have any prior experience working in the context of a VA hospital, is that right?

A I have not worked in a VA hospital. I have -- treated a few veterans, yeah. But I have not worked in a VA hospital.

Q Sure. And working with veterans is not one of your specialties, correct?

A It's not one of my specialties.

Q In fact, you have only performed forensic evaluations of, at most, five veteran clients throughout your career. Is that right?

A That sounds about right.

Q And you don't otherwise have any training or educational background specifically focused on the veteran context as opposed to types of diagnoses a veteran might experience. Is that right?

A Well, I would kind of disagree with that. I mean, my training and experience can -- can be applied to veterans as well as non-veterans. But I'm not a specialist in veteran issues, I would say.

Q Okay. You testified earlier that you conducted a Personality Assessment Inventory test on plaintiff. Is that correct?

A That's correct.

Q And you performed that test remotely, is that right?

A That's --

Q By video?

A Yes, that's correct.

Q And you agree that PAI created a procedure for performing that test remotely. Is that correct?

A That PAI created a procedure for performing it remotely?

Q Or otherwise recommended a procedure to follow for conducting that examination?

A My training as a psychologist allows me to do these remote tests, yes.

Q Okay. But would you agree that PAI recommended a specific procedure for a psychologist to follow to conduct an examination?

A Ordinarily the standard examination would be to give the subject the test booklet and the answer sheet and have them fill it out, themselves.

Q And the reason why they recommended that method is due to the concern that a subject might try to appear better than they might actually feel, than if they answered those questions in private. Is that right?

A That -- could you repeat the question?

Q Sure. The reason why PAI recommended that method of testing, the one you just described --

A Uh-huh.

Q -- is due to a concern that a subject might try to appear better than they actually feel, and so -- you know, than if

they answer the test in private?

A If I'm understanding correctly, if they use the test in a non-standard way, they are -- well, if they use the test, you know, with the examiner present, they may be more likely to want to appear, you know, quote-unquote, normal.

Q Okay. And in conducting the PAI test on the plaintiff, you didn't follow the recommendations set forth by PAI. Is that right?

A I did not follow the recommendations. I did what I would call a non-standard accommodation, given the fact that I could not be in the same room as Mr. Rice.

Q Okay. But PAI again recommended a -- an approach to do the test remotely. Is that correct?

A They allow it to be performed remotely.

Q Okay.

A The recommendation, I think, is not -- it doesn't really, I think, occur to them until we can't really be in a room with somebody else. So...

Q All right. And you didn't record that session with plaintiff, correct?

A I did not record it, no.

Q And you didn't perform any other psychological evaluations on plaintiff besides the PAI test, right?

A I did not.

Q And separate from this test, you testified that you also

spent six hours meeting with plaintiff remotely to speak about his life. Is that correct?

A That's correct.

Q And is it fair to say that, based on your testing, that you would not diagnose plaintiff today with paranoid schizophrenia?

A I would not diagnose that.

Q And that finding is consistent with Dr. Lynch, is that right?

A I think that is correct, yes.

Q So I would first like to go over areas where you are not offering testimony. Dr. Lines, you are not offering an opinion about whether plaintiff faced economic harm as a result of MOHCD's conduct, is that right? Or the Mayor's Office of Housing?

A I don't think I would agree with that.

Q Okay. So Dr. Lines, you recall that in September of -- September 15, 2022, my colleague took your deposition? Is that right?

A Yes.

Q And when you underwent that deposition, you swore an oath. Is that correct?

A That's correct, yeah.

Q And it's the oath to tell the truth under the penalty of perjury. Is that right?

A That's right.

Q And it is the same oath that you took today in front of the jury?

A That's correct.

MR. ROLLAN: Your Honor, I would like to go to Dr. Lines's deposition. I would like to admit --

THE COURT: I think normally what we do, you tell the page and the line number, you give them a second to look at it, and then you can just read it into the record. And they might ask for a little more for completeness.

MR. ROLLAN: Sure.

THE COURT: I don't think I have a copy, so it's going to be a little tough for me to follow along. But why don't you just say the page number, the lines.

And then you can look at it, and then I'll give you a second to catch up.

Thank you.

(Document handed up to the Court)

MR. ROLLAN: Sure.

BY MR. ROLLAN

Q So it's Page 56, Lines 17 through 19. And subsequently, Page 56, Line 20 to 22:

"QUESTION: So..."

THE COURT: Give the line number; give her a chance to look to make sure she's okay with it.

So I'll just unseal the transcript for the record, since everybody brought me a nice sealed copy.

Tell me the page again?

MR. ROLLAN: Sure. Page 56, Lines 17 to 19. And also Page 56, Lines 20 to 22.

THE COURT: Any objections?

MS. JIAM: Just a moment.

THE COURT: Look on the computer; I think it's too tedious. Much quicker.

Unless there's anything for completeness, it's not objectionable.

MS. JIAM: No objection.

THE COURT: Okay. Great.

BY MR. ROLLAN

Q (As read)

"**QUESTION:** So are you offering an opinion about whether the plaintiff faced any economic harm as a result of the defendant's conduct?

"**ANSWER:** It's not the principal focus of evaluation. Yeah. I would -- I would say not, not really."

Dr. Lines, you are not an economic expert, is that right?

A That's right.

Q And you are also not an expert in accounting, correct?

A That's correct.

Q And you are also not offering an opinion about whether the Mayor's Office of Housing or its employees violated any laws. Correct?

A That's correct.

Q And you offered expert opinions in this case, is that right?

A Yes.

Q You assumed that in the process of your attention, plaintiff's counsel would have provided you any and all relevant case materials to reach your opinion. Is that correct?

A I'm not in control of what plaintiff's counsel sends me. So I wouldn't -- I wouldn't say that I had the entire record in front of me.

Q Okay. I would like to read Page 78, Lines 10 to 14.

THE WITNESS: Counsel, I just have a question, a procedure question.

THE COURT: Yeah, sure.

THE WITNESS: Everybody has a copy but me. Am I allowed to look at what I have been asked?

THE COURT: Sure. It's just the way the lawyers -- I'll explain it. This is deposition testimony. People testify under oath.

THE WITNESS: Uh-huh.

THE COURT: And sometimes they just -- the lawyers want to read an account into the record. They could give you a copy, you could look at it, and then you could say something else. But normally this process that we're taking is the process we normally follow.

THE WITNESS: Okay.

THE COURT: If someone has an extra copy it would be nice to give the witness an extra copy of the transcript.

But mostly you don't have to worry about it too much because we will just read it into the record.

THE WITNESS: Okay.

MS. JIAM: No objection.

BY MR. ROLLAN

Q (As read)

"QUESTION: In other words, to say differently, did you operate under the assumption that plaintiff's counsel would provide you any relevant materials from the case, and that they wouldn't withhold materials that would have been useful to your opinion?

"ANSWER: Yeah. I did have that assumption. Yeah."

Dr. Lines, in reaching your opinions in this case, plaintiff's counsel only provided you plaintiff's VA medical

records. Is that right?

A I believe that's correct, yes.

Q And besides the VA medical records, you relied on your own experience, your interviews with plaintiff, and seven academic articles cited in your report. Correct?

A That's correct.

Q Dr. Lines, in prior cases where you have been retained as an expert, you've reached out to your client's family members to ask them questions about the client. Right?

A Yes.

Q And you do that outreach to obtain additional useful information regarding the client's personal history, right?

A That's correct.

Q This includes understanding the climate in the home, right?

A Uh-huh.

Q And also to identify prior abuse or neglect?

A Yes.

Q In reaching your opinions in this case, you didn't speak with any of plaintiff's family members or friends. Is that right?

A That is correct.

Q And in your work as a forensic psychologist, you've asked clients to recommend other people that they might think might be helpful for you to speak with, to obtain background

information. Is that right?

A That is correct. In my estimation, there was no one else I could speak to. His parents were both dead.

And I believe that -- well, I don't remember whether his brother's alive or not, but I believe Mr. Rice is rather estranged from his brother, so I didn't speak to him either.

Q Sure. But in your conversations with plaintiff, you never asked him for names of additional people he thought would be helpful for you to speak with in reaching your opinion. Is that right?

A I did attempt to speak to one of his treating psychologists.

Q But that's not someone that plaintiff had recommended to you. Correct?

A I don't know what "recommended" would be defined as. But he told me that he was being treated or had -- I forget whether it was being treated or had been treated by a person at the VA. I did reach out to that person at the VA, and they gave me the statement that they couldn't talk to me without an elaborate series of releases. So --

Q And in prior cases where you've been retained as an expert, you've reached out to a client's treatment providers to obtain more information about your client, correct?

A When it seems appropriate and when I have a -- particular questions for that treatment provider, yes.

Q And you do that, as a psychologist, to get a better understanding of your client, and to get their understanding of your client. Is that right?

A To get their understanding of the client, and also to take a history of any type of relationship that they would have had, yes.

Q In reaching your opinion, you didn't have any substantive communications with any of plaintiff's medical providers. Is that correct?

A That's correct. Again, I tried to speak to one psychologist. And I was not able to get his permission to talk.

Q All right. And in other words, you did not receive substantive information about the plaintiff from any of his treatment providers. Is that right?

A That's correct.

Q And specifically, you didn't have any direct communications with Dr. Ludwig. Is that right? His treating physician at the VA?

A That's correct.

Q And you also didn't rely on Dr. Ludwig's deposition transcript, in reaching your opinion. Is that correct?

A I was not provided a copy of that transcript.

Q You are aware that Dr. Ludwig sent a letter to MOHCD on plaintiff's behalf, is that right?

A Sent a letter to who? I'm sorry?

Q To the Mayor's Office of Housing.

A I don't recall whether I ever heard that.

Q Okay. But in any event, you didn't rely on that letter in reaching your opinions in this case. Is that correct?

A Well, let me just correct myself. If you are talking about the letter which I think plaintiff's counsel spoke about at the beginning, I heard him speak about it. But I -- I don't recall getting a copy of that letter, no.

Q Okay. And you didn't ask plaintiff's counsel to review plaintiff's deposition transcript in this case, is that right?

A That's right.

Q And you also didn't ask plaintiff's counsel to review plaintiff's discovery responses. Is that right?

A I think that's right.

Q In your clinical or forensic psychology practice, you never issued an accommodation letter for a client to allow them to have a rent-paying roommate, is that correct?

A I never -- could you repeat the question?

Q Sure. You have never issued an accommodation letter for a client to allow them to have a rent-paying roommate. Is that right?

A I can't recall any time that I have done that.

Q Okay. And your primary opinion in this case relates to the impact to plaintiff of having a roommate. Is that correct?

A That is one of the primary opinions, yes.

Q Okay. In your report, Dr. Lines, you describe the term "roommate" as "an individual who cohabitates in a living space with another person and who contributes to the financial cost of maintaining the home." Is that your understanding?

A Mind if I take a look at my report to see that --

Q Sure.

A Where is that exactly in the report?

Q Page 15.

A Okay, which numeral is it?

MR. ROLLAN: So I'll go to the deposition transcript, actually, Page 82, Lines 5 to 11.

THE COURT: Okay.

MS. JIAM: Sorry, are we refreshing recollection?

THE COURT: No, he's cross-examining. He's -- well, you could either refresh recollection by showing it to him or if he gave it -- I've now officially forgotten. If he gave an answer that is inconsistent you can just read it into the record. That's how we do transcripts.

MS. JIAM: Right. I don't think -- yeah. Are you --

THE COURT: I believe it's in his expert report, and I also believe that he testified to it at the depo, so I think it's just fine for him to read it in.

So why don't you just -- I bet you're glad you're a psychoanalyst not a lawyer, right?

Okay.

MR. ROLLAN: Okay.

THE COURT: So go ahead and just read that, that section.

MR. ROLLAN: (As read)

"QUESTION: I'm asking about the word as it was used in the report. So there's a definition for the word 'roommate.' And I'm asking when the word 'roommate' is used in the report, Dr. Lines, when you use that term, did you think that a roommate would include someone who doesn't pay, quote, unquote, rent, but agree to pay for all the groceries?

"ANSWER: I don't consider that to be a roommate."

MS. JIAM: Sorry --

MR. ROLLAN: That's actually wrong, okay.

THE COURT: Sorry.

MR. ROLLAN: I'll just skip.

THE COURT: Sorry, oh, we'll --

MR. ROLLAN: I apologize.

THE COURT: Don't worry about it, it's okay. Everything's fine.

BY MR. ROLLAN

Q Dr. Lines, would you agree that a roommate is someone who shares an equitable amount of money in the home?

A I think it's a little more complicated than that. I don't know what you mean by "equitable." But I do think that a roommate contributes in some fashion. And it's worked out between the two parties, what is equitable and what feels right. So...

MR. ROLLAN: Okay. Here is -- I would like to read Page 83, Lines 1 through 5. And Page 83, Lines 7 through 9.

THE COURT: Okay.

MS. JIAM: We don't have an objection.

THE COURT: Okay, that's fine.

MR. ROLLAN: (As read)

"QUESTION: So when you are using the word 'roommate' in your report in Exhibit 4, you don't, as you sit here today, have an opinion one way or the other about if a person who agreed to pay all utilities and groceries but not, quote-unquote, rent, would count as a roommate.

"ANSWER: Yeah. My opinion is that if it's an equitable amount of money or somewhat equitably, then that would help."

BY MR. ROLLAN

Q So Dr. Lines, you agree that under your definition of a roommate, the key feature of that is when the person is contributing financially, in an equitable way. Is that correct?

A Well, the person -- I mean, equitable can be -- I mean, I'm not a forensic accountant or a forensic economist. And so as a psychologist, what I would say is equitable is in the eye of the beholder. That is to say if it feels -- if it feels equitable, then, fine. But that kind of equitable can be achieved in maybe a number of ways. But it has to feel fair, I think.

Q Okay. And so you would agree that whatever arrangement people might come up with to that end, that what matters is the financial contribution is equitable, as you have just defined it?

MS. JIAM: Objection, misstates testimony.

THE COURT: It's cross-examination. Overruled.

But you probably need to ask your question again, because it --

MR. ROLLAN: Sure.

THE COURT: Because --

MR. ROLLAN: Yeah.

BY MR. ROLLAN

Q Dr. Lines, would you agree that whatever arrangement

roommates might come up with to that end of equitable contribution, that what matters is that the financial contribution is -- is fair or equitable? Is that right?

A I think that I would say that's one of many factors that matter, yes. But that is a factor that matters. That it feel fair.

Q Okay.

A Whatever feels fair between the two people, or more than two people.

Q And when you spoke with plaintiff, you discussed his mental state during the periods of time he had a roommate from 2009 to 2017. Is that right?

A That's correct.

Q During those discussions, though, you never asked plaintiff about situations where he had a roommate and had difficulty living with that roommate. Is that correct?

A Do you mind if I take a minute to look at my report to see if that is correct? I don't recall whether that's correct or not.

THE COURT: It's fine if you look at your report, if you want to.

THE WITNESS: Thank you.

So the question is -- could you repeat the question?

BY MR. ROLLAN

Q Sure. You never asked plaintiff about situations where he

had a roommate and had difficulty with that roommate. Correct?

(Witness examines document)

A I -- I frankly don't recall whether I asked him that question or not.

Q Okay. Dr. Lines, you didn't speak with any of plaintiff's prior roommates in forming your opinions in this case. Is that right?

A That's right. Yes.

Q And based on your discussions with plaintiff, you understood that from 2009 to 2017 he had roommates approximately 90 percent of that time, is that correct?

A Again, I don't recall the exact percentage of time. I know he had roommates a good bit of that time.

Q All right. And that information was significant to you because during that time period, plaintiff claimed he functioned a lot better. Is that right?

A Yeah. I would agree with that.

Q Dr. Lines, you never reviewed plaintiff's financial records to verify the periods of time he actually had a roommate. Is that correct?

A That is correct.

Q And would you agree that the benefit that plaintiff is seeking in a rent-paying roommate is emotional support? Is that right?

A Hm, I think a roommate is not just somebody providing

emotional support. They're providing just, you know, presence, somebody who's there. They're providing financial support. They're helping with the chores.

They're -- I mean, I think we've all probably had roommates, and I think we kind of know what roommates do and what feels like a good -- a good foundation for a relationship with a roommate. So I think it's not just about the economics of it.

Q But would you agree that for plaintiff's situation, that the roommate's contribution is primarily emotional support? Is that right?

A I take exception to the word "primary." It all kind of is in the mix-up between two people, if you will. That's kind of a philosophical term. But there's financial support; there's emotional support. There's just somebody's at home when I'm not there, you know.

MR. ROLLAN: I would like to read Page 96, Lines 4 through 13.

THE COURT: That's fine.

Anything for completeness?

MS. JIAM: We would ask that he also read 1 through 3.

THE COURT: Okay. So start with 1 and then take it from there.

MR. ROLLAN: Sure. (As read)

"QUESTION: I'm going to go back to your

opinions with respect to whether or not Mr. Rice needed a roommate or what mental health benefit that would provide to him. And I think before, when we were talking about the important feature, you said the roommate's contribution is equitable. I'm wondering if there is kind of, from your opinion, a dollar value that you would say the roommate needs.

"ANSWER: No. The roommate's contribution is, in Mr. Rice's case, is -- and you know, in Mr. Rice's case, the roommate's contribution to my way of thinking is primarily emotional support. That, that was the benefit he was seeking."

BY MR. ROLLAN

Q Dr. Lines, would you agree that the emotional support benefit of a rent-paying roommate would require the plaintiff live in the unit with that roommate?

A No, not necessarily.

Q But you would agree that the emotional support benefit would be lessened if plaintiff spent less time in the unit. Is that right?

A No. I think that we -- I think -- I wouldn't agree with that, either. I think that we have a feeling when we're away

from home, that somebody is there, and I think it tends to kind of maintain the feeling that -- I mean, what do they say, somebody's tending the fires at home, that kind of thing? Yeah, so that would be my response to that question.

Q So you don't agree that it would be lessened, that the emotional support benefits would be lessened if plaintiff spent less time in his unit?

A Well, there's something about people being together that, um -- I'm not sure that I can answer that one way or the other. I think it's --

Q Before forming your opinions in this case, did you know that plaintiff lived outside of his San Francisco condo for months at a time, from 2009 to 2017?

A I was aware that he traveled sometimes, yes.

Q Okay.

A In fact, I think that one of the people that he traveled to see in Hungary was a former roommate.

Q Did you know that plaintiff requested in 2017 that he be allowed to travel out of his San Francisco condo more than six months out of the year?

A I don't think I was aware of the exact number of months he was requesting to travel.

Q Dr. Lines, did you ask plaintiff whether the roommates he lived with from 2009 to 2017 paid him rent?

A I don't recall whether I asked him that specific question.

Q Did you ask plaintiff how much he was charging his roommates from 2009 to 2017?

A No.

Q Did you know that he was charging some of his roommates more than double his mortgage?

A I did not know that.

Q During the times that you spoke with plaintiff, he didn't have a roommate, to your understanding. Is that right?

A That's correct.

Q And you didn't know the last time prior to 2022 when plaintiff had a rent-paying roommate. Is that correct?

A I don't know if it was in 2017, before he sold his unit, but I don't -- I don't actually know when he last had a roommate.

Q Okay.

A In fact, I think, given the trauma of this whole situation, my feeling about Mr. Rice is that he -- he kind of gave up on -- on that level of human -- that level of depending upon other -- other people.

Q All right. Dr. Lines, you reviewed seven academic articles in reaching your opinion. Is that right?

A Um, I would have to look back to make sure that that number is correct.

Q Sure.

A But if you say it is, I'll go with that until I find out

otherwise, yeah.

Q All right. And you agree that these articles generally discuss the impact of relationships in supporting people who are struggling from depression. Is that right?

A Well, one such article talked about -- if I could just look at my report to refresh my memory.

One article, Ziggi Ivan Santini et al., Social Disconnectedness, Perceived Isolation and Symptoms of Depression and Anxiety among Older Americans, that certainly does speak to that question.

Another article, Jessica Martino, et al., The Connection Prescription Using the Power of Social Interaction and a Deep Desire for Connectedness to Empower Health and Wellness, that certainly spoke to that question.

Q But none of those articles that you cite discuss the mental health benefits that a rent-paying roommate versus a non-rent-paying roommate provides. Is that right?

A Well, frankly, counsel, I would just offer the opinion that, um, I mean, this is just my opinion. But I've really never heard of a non-rent-paying roommate. I don't quite know what that concept -- I mean --

Q It's a yes or a no, Dr. Lines.

A Okay, can you ask the question again?

Q Sure. None of the seven articles that you cite discuss the mental health benefits that a rent-paying roommate versus a

non-rent-paying roommate provides. Is that correct?

A If I had to say yes or no, I would say that that is correct, yeah.

Q Thank you.

A That is not -- I mean --

Q Thank you.

And apart from the articles, you're not aware of any literature in your field of expertise that discusses the mental health benefits of a rent-paying roommate. Correct?

A I guess I'm supposed to say yes or no to that. But I would like to just submit that in the colloquial use of the term "roommate," I just assume -- it may just be me, but I assume that that means there's some kind of an equitable arrangement.

Q But none of those articles talk about that?

A None of the articles.

Q Okay.

A I think, counsel, none of the articles, in my opinion, need to talk about that, but that's my opinion.

Q Dr. Lines, you submitted a rebuttal report to Dr. Lynch's report. Correct?

A That's correct.

Q And in preparing that report, you didn't consider retesting plaintiff with the same examination that Dr. Lynch performed. Is that correct?

A That's correct.

Q And among the four tests that Dr. Lynch performed to evaluate plaintiff's neurological functions, you were only familiar with one. Is that right?

A I am not a neuropsychologist, and so it's not a standard practice for me to know all of the neuropsychological exams. So yeah, that's probably correct.

Q All right. For the remaining tests that you were not familiar with, you did not make an effort to familiarize yourself with those tests prior to submitting your rebuttal report. Is that right?

A I didn't feel those tests were germane to the question at hand. So I did not familiarize myself with those tests, no.

Q And it's your opinion that a stranger staying in plaintiff's home for free would prevent him from forming a friendship with that person. Is that right?

A I think it would, um, present some -- some difficulties in feeling at home and comfortable with that person, if somebody was living there rent-free.

Q You agree, though, that a friend staying in his house who plaintiff already had a connection with wouldn't present the same mental discomfort. Is that right?

A Well, what I can say, counsel, is that when friends are in my house, they're not there for months and months at a time. If that were to happen, I would consider them to be a roommate,

and I would ask for some kind of, you know --

Q Okay.

A Yeah. Something from them.

Q Sorry for speaking over you.

A Sure.

Q You do recall that plaintiff shared with you that he lived with a roommate for a time who couldn't pay rent, and he offered that roommate to stay without paying rent. Is that right?

A I do recall that, yes.

Q I would like to discuss characteristics of potential roommates that would be helpful to plaintiff's mental disability.

Dr. Lines, you don't believe that plaintiff would consider a good roommate a person who was very reliable but didn't pay rent. Is that right?

A That's right.

Q And you don't have an opinion as to whether a roommate who was collaborative but didn't pay rent would provide mental health benefits. Is that right?

A I can't -- I can't think of what that roommate would be called. Is that a home health aide? Is that --

Q It's a yes or no, please.

A So, I can't really answer that in yes or no. I'm sorry.

Q And you also don't have an opinion as to whether a

roommate who was an understanding person but did not pay rent would provide plaintiff with any mental health benefits. Yes?

A I think it depends upon how long they were there.

Q Dr. Lines, you also don't have an opinion as to whether a roommate who paid rent but had an antisocial personality could provide plaintiff mental health benefits. Is that right?

A I do have an opinion about that.

MR. ROLLAN: I would like to read Page 146:20 to 25.

MS. JIAM: Sorry, could you repeat --

THE COURT: 186 --

MR. ROLLAN: 146.

THE COURT: 146:20 to 25.

MR. ROLLAN: Yeah.

THE COURT: Okay.

MS. JIAM: We would, just for completeness --

THE COURT: Start on -- start on -- start on Line 18 and --

(Reporter clarification)

THE COURT: I'll just take care of it.

The request is -- and you can confirm this is correct. You would like the question to begin on Line 18. Correct?

MS. JIAM: That's correct, Your Honor.

THE COURT: All right, start on Line 18.

MR. ROLLAN: (As read)

"QUESTION: Yeah. I guess maybe if I phrase

it kind of in the reverse way, the question will be a little clearer. Which is: A roommate who paid rent but had kind of an antisocial personality, is that someone you would think would provide mental health benefits for Mr. Rice?

"ANSWER: No. I would speculate, but no."

BY MR. ROLLAN

Q Dr. Lines, you also have no opinion as to --

MS. JIAM: Objection. Your Honor, it's misread. The answer is misread on Line 25.

THE COURT: Okay. Just for the record, I will read in the line, he said: "No, I would speculate no, but..."

And then counsel for the City then goes on to ask another question.

Okay. Now you are fine.

BY MR. ROLLAN

Q You also have no opinion as to whether a roommate who paid rent but was particularly loud or disruptive could provide those simple mental health benefits to plaintiff. Is that right?

A I don't think that would be a useful situation for Mr. Rice or, you know, frankly, many people, for -- you're saying a roommate who was loud and disruptive, but paid rent? In my estimation, that wouldn't be a roommate for very long.

That would be a situation that wouldn't really, um, be compatible.

Q Dr. Lines, in reviewing Dr. Lynch's report, you also reviewed the materials he considered section, in issuing that report. Is that right?

A Can you tell me what those materials are? I don't have his full report in front of me, I don't believe.

Q Did you review plaintiff's amended complaint?

A Plaintiff's amended complaint?

Q Yes.

A What is the amended complaint? I don't -- I don't know what that is.

Q But you didn't review that document, is that right?

A Well, I can't say I did or did not, because it's a title of a document I may have reviewed, but I don't -- I don't recall.

Q All right. You didn't review any deposition transcripts in this case. Is that right?

A That is correct.

Q You didn't review any discovery responses?

A That is correct.

Q So it's fair to say that in reaching your opinions, you didn't review the same materials reviewed by Dr. Lynch in issuing his report. Is that right?

A Yes, I think that is correct.

Q And plaintiff's counsel did not provide you with these records. Correct?

A That's correct.

Q Nor did you ask for them?

A I didn't know to ask for them. I didn't know that they existed, you know, before I got his report.

Q Dr. Lines, do you agree that not all roommates offer each other companionship?

A I would agree with that, yes.

Q But you offer no opinion as to whether all roommates are friendly with each other. Is that right?

A I don't recall offering an opinion that all roommates are friendly with each other.

Q You also offer no opinion as to whether the mental health benefits plaintiff would receive from a roommate would depend on the relationship between the plaintiff and that individual. Is that right?

A So you are asking in my rebuttal of Dr. Lynch's report, did I not offer that opinion?

Q In your deposition.

A I don't recall. I don't have a copy of my deposition in front of me.

Q Okay.

MR. ROLLAN: So I'll just read --

THE COURT: What page?

MR. ROLLAN: Page 158, Lines 19 through 25.

THE CLERK: 158? Is that what you said?

THE COURT: Yes.

MR. ROLLAN: Yes.

THE COURT: 158, yeah. Okay. Any completeness?

MS. JIAM: No completeness issues.

THE COURT: Okay.

MR. ROLLAN: (As read)

"**QUESTION:** Okay. So as you sit here today, you don't have an opinion one way or the other whether the mental health benefits Mr. Rice would receive from a roommate depends on the relationship between Mr. Rice and that particular individual that is his roommate.

"**ANSWER:** Yeah. I don't know."

BY MR. ROLLAN

Q Dr. Lines, in your rebuttal report you indicate that plaintiff's irritability centers around interactions with the City and County of San Francisco. Is that right?

A Let me just look at that aspect of the report to see. Can you tell me, counsel, where that is in the report?

Q Page 2.

(Witness examines document)

Q At the very top.

A Okay. Which sentence, again?

Q It's the second -- it's the first sentence at the top of Page 2.

A Where it says "I would agree"?

Q Yes.

(Witness examines document)

A Well, what am I agreeing to? Can we read the sentence prior to that?

Q Sure.

A Yeah.

Q So you say before (As read):

"I take exception with his characterization. Dr. Lynch's report states there are indications of personality issues centering around distress, irritability and proneness for presuming persecutory intent when others fail to adhere to his requests..."

(Reporter clarification)

MR. ROLLAN:

"...presuming persecutory intent when others fail to adhere to his requests or demands. I would agree that Mr. Rice experiences distrust regarding the City and County of San Francisco, that his irritability centers around interactions with the City and County

of San Francisco. And that he may presume persecutory intent when he feels the City and County of San Francisco has failed to fairly address his requests."

Is that what you wrote in your rebuttal report?

A I did write that, yes.

I also -- I mean, could I --

Q No.

A No? Okay.

THE COURT: Your lawyer can ask any followup questions.

THE WITNESS: Okay.

THE COURT: Mr. Rice's lawyer can ask any followup questions.

THE WITNESS: Okay, thank you.

BY MR. ROLLAN

Q You agree, Dr. Lines, that plaintiff's irritability is a symptom of his depression, is that right?

A Yes, that is my opinion.

Q And that depression is not only about this case. Is that correct?

A That is correct, yeah. I do think that this case has exacerbated his depression, absolutely.

Q And based on your diagnosis, it is possible that plaintiff would experience irritability in other relationships besides

with the City and County of San Francisco. Is that right?

A Yes, that's right.

Q Dr. Lines, during your conversations with plaintiff, he described the time period between 2009 and 2017, especially when he was traveling to see his friend in Hungary, was an optimistic time in his life. Is that correct?

A That is my recollection, yes.

Q And during that time, you believe that plaintiff didn't have an issue with trusting others or getting too close emotionally. Is that right?

A I don't recall. I would have to look back at my notes to see if that is correct or not. I don't recall.

Q Were you aware that plaintiff had issues with his homeowners association during that time period?

MS. JIAM: Your Honor, objection.

THE COURT: I'll overrule the objection, but take a light touch.

MR. ROLLAN: (Nods head)

THE COURT: I said I would allow the time period generally, but no specifics.

BY MR. ROLLAN

Q Is that right?

A Can you repeat the question, please.

Q You are aware that plaintiff had issues with his homeowners association during that time period?

A What I'm aware of is that Mr. Rice took particular exception to treatment that he received from one desk clerk, and at that point feeling upset. He checked himself into the hospital for a day. And he came out of the hospital feeling more kind of stable. That's -- that's the thing that I recall from the homeowners association.

Q But besides those details, you didn't ask him additional information about that situation. Is that correct?

A If I could take a look at my report to see if that is correct, because I don't really recall the specifics of that.

Q Sure.

THE COURT: You could also tell -- you know, if it's not important, you can say: I can represent to you that it's not in the report. I think it's okay to do that.

MR. ROLLAN: Okay.

THE COURT: He's not going to try to pull the wool over your eyes.

So if you can shortcut it at all for the witness -- of course, he's not going to remember everything that is in his report.

BY MR. ROLLAN

Q Yeah, I'll just represent that --

A Okay, sure.

Q All right. Dr. Lines, in reaching your opinion, you didn't do any investigation into plaintiff's relationship with

his neighbors. Correct?

A That's correct.

Q And you didn't talk with plaintiff in detail about his relationship with his neighbors. Is that right?

A To my best recollection, I think that is generally correct, yeah.

Q And you don't have an opinion one way or the other whether the City and County of San Francisco had any role in operating plaintiff's HOA. Is that right?

A I don't actually know what the connection is between the HOA and the City and County of San Francisco.

Q But you have no evidence that the City and County of San Francisco had a role in the HOA for 200 Brannan Street, is that right?

A Again, counsel, I don't know the relationship between the two entities.

Q Okay. Dr. Lines, did you ever consider whether an at-home aide paid for by the plaintiff could support his mental health needs?

A No, I did not consider that. I didn't think that that would be, um, sufficient in an interpersonal realm. I think what the plaintiff wanted were people that he felt friendly with, and were friends, or were amicable roommates. But a home health aide is not something that I considered, no.

Q All right.

MR. ROLLAN: Thank you.

That's it, Your Honor.

THE COURT: All right. Redirect?

MS. JIAM: Yes, Your Honor.

REDIRECT EXAMINATION

BY MS. JIAM

Q Dr. Lines, do you remember that there were a few times where the City's attorney cut you off when you were answering some of his questions?

THE COURT: Do you mean during the deposition? Or today?

MS. JIAM: Sorry. Today.

THE WITNESS: Yes. Yes, I do.

BY MS. JIAM

Q I would like to go over a couple of those questions.

Do you recall opposing counsel asking you some -- a question about the articles that you cited in your report, and whether they discuss the mental health benefits of a roommate that pays rent versus one that doesn't pay rent?

A I do recall that.

Q Okay. And, and, did you want to finish your answer as to that question about whether those articles cite or discuss the mental health benefits of a rent-paying roommate or a roommate that doesn't pay rent?

A Well, again, what I recall saying is that there's kind of

a general -- if you will, a kind of a generic category of a person called "roommate." And I've personally never had a roommate that didn't pay rent or, you know, contribute in some fashion to that. So, yeah. That...

Q And opposing counsel also asked you a question about whether you were aware of any literature in your field of expertise that discusses the mental health benefits of a roommate that pays rent or a roommate that doesn't pay rent. And he only allowed you to say yes or no. Did you want to further expand on that question?

A Sure. I guess I just think it an odd distinction. Rent-paying roommate versus non-rent-paying roommate. I don't -- I mean, if they are a family member, that's one thing. But -- or a friend in need, you know. But I've never really heard of a non-rent-paying roommate before. So...

Q Counsel also didn't let you finish your question -- finish your thought about the commonality of roommates that are rent-free. And to provide some detail, if you don't recognize, it was the questions about different types of roommates that don't pay rent.

Did you want to finish your answer as to --

A Could you remind me what he said?

Q Yeah. So, for example, he would ask you about roommates that don't pay rent that are -- that pay rent that are very loud, as opposed to -- and the benefits of that, or a roommate

that doesn't pay rent that is, you know, very thoughtful or considerate, and what -- and the benefit to Mr. Rice.

Did you want to elaborate on your answer as to those questions?

A Well, a roommate who paid rent who was very loud, in my experience, wouldn't be a roommate for very long.

The other category was a roommate who did not pay rent but who provided emotional support?

Q Right. He was just describing various types of roommates that don't pay rent but are, you know, thoughtful or, you know, supportive in other ways.

Did you want to provide further elaboration on your answer as to those questions?

A Well, um, it's nice to have a roommate that is thoughtful and considerate. But at the beginning of the month it's very thoughtful if there's help financially in the household to pay the bills. So I would think, you know, that paying rent is a big part of a -- of a compatible roommate situation.

Q Counsel also asked you regarding whether you interviewed any friends or family of Mr. Rice while preparing your expert report and your opinions for this case. Is it your understanding that Mr. Rice, um, has any friends or family that could opine as to his disabilities?

A Well, the only family member that I could have spoken to is Mr. Rice's brother.

And I believe, if I'm recalling correctly, that they are fairly estranged. I didn't feel that would be helpful. And I think that sadly Mr. Rice lives in kind of a friend- -- I don't want to say "friendless," that sounds quite pejorative, but I remember him telling me that: All of my relationships are transactional. I have a relationship with the person who makes my coffee; I have a relationship with the person who I pick up my shoe repair from.

But those are the relationships that Mr. Rice told me about. And that seemed to strike in contrast to his relationship history at the time that he was living in the condo. In my -- in my memory. He would go out, he would be playing music, he was going to the gym. And he made friendships with some of the roommates, even traveled to Europe to visit one of the roommates extensively.

So I don't -- I don't -- I don't think that he has really much support in his life right now.

Q And did you prepare an independent opinion for this case?

A Can you define an independent -- yes. I mean, what is an independent --

Q Would you consider the opinion that you prepared for this case to be an independent opinion?

A Yes, yes.

Q And why is that?

A Well, I was the one who -- I was the psychologist who was

interviewing Mr. Rice and trying to, you know, string together all of the -- all of the components of his life and history. And I mean, if there were collateral sources that I could have spoken to, if his parents were around, I would have loved to speak with them. But by "independent," are you asking -- it's my opinion? Is that what you are asking?

Q Yes.

A Yes, it is my opinion. It's my clinical opinion.

Q And did you follow the standard protocol that you usually engage in, in preparing this opinion for this case?

A Yes, I did.

MS. JIAM: Okay. No further questions.

THE COURT: All right. I heard a rumor that there might be a question. I don't know if there is or isn't.

If -- when you guys -- if there's questions, put a piece of paper up here. There (Indicating).

Seeing no piece of paper, the witness is excused. Thank you very much.

THE WITNESS: Thank you.

(Witness excused)

THE COURT: All right. Is Mr. Rice ready to call his next witness?

MS. JIAM: Yes. Plaintiff calls Mr. Rice.

THE COURT: All right.

ALLISON BARTON RICE, PLAINTIFF, SWORN

THE PLAINTIFF: I do.

THE COURTROOM DEPUTY: Thank you. Please be seated. And please state your name for the record.

MS. LEE: Annie Lee for the plaintiff.

THE COURTROOM DEPUTY: The witness.

THE COURT: We know who you are. This is just for the transcript.

Mr. Rice, if you could just say your name for the record.

THE WITNESS: My name is Allison Barton Rice.

THE COURT: Counsel, you may proceed.

MS. LEE: May I approach?

THE COURT: Yes. Rose, will you just grab the folder and hand it up to me, please?

(Documents handed up to the Court)

DIRECT EXAMINATION

BY MS. LEE

Q Mr. Rice, could you please introduce yourself to the jury.

A Hello, my name is Allison Barton Rice.

MS. LEE: Can you hear him okay?

(Reporter clarification)

MS. LEE: Do you want to try it again just to --

THE WITNESS: I think it's fine. We'll problem-solve along the way.

BY MS. LEE

Q Mr. Rice, how long have you lived in the Bay area?

A Thirty-nine years.

Q And how long have you lived in San Francisco, specifically?

A Eighteen years.

Q Mr. Rice, you are the plaintiff in this case?

A Yes, I'm the plaintiff.

Q And the claims that you are bringing against the City and County of San Francisco have to do with a condominium that you owned in San Francisco?

A That is correct.

Q Mr. Rice, what rank did you hold in the Navy?

A Well, I enlisted in the Navy, so started at E-1. When I was medically retired, I was an E-4.

Q And what occupation did you have in the Navy?

A I was a hospital corpsman. I worked in the medical field.

(Reporter clarification)

THE WITNESS: Yes, ma'am.

BY MS. LEE

Q When did you retire from the Navy?

A Um, I believe the -- I was medically retired out of the Navy. And the effective date, I believe, is March 24 of 1978.

Q Why did you retire?

A I had a psychotic episode. While I was having that

psychotic episode, I was taken to the -- initially to the emergency room, then I was taken to the psychiatric ward. I had a psychiatrist. They admitted me.

And eventually I was, at that time, diagnosed with paranoid schizophrenia, which is incompatible with military service. And thus, there was this process of being medically retired.

Q And were you hospitalized for that episode that you had?

A Yes. I was hospitalized for three months. The procedures when a person is retired -- or medically retired out of the military, they medevac -- they transport that person, in my case they transported me to a VA hospital. Basically, they transferred me to a VA hospital. And I stayed in that VA hospital for an additional two weeks.

Q Mr. Rice, were you honorably discharged?

A Yes, I was honorably discharged.

Q You have a 100 percent disability rating. Was that from the Veterans Administration?

A That is correct.

Q And for those of us who might be less familiar with the VA and how it treats disabilities, can you explain to the jury what it means to be 100 percent service-connected?

A The 100 percent rating, when a person is so severely affected by their injury or disease that they are not capable of maintaining gainful employment and essentially can't

maintain relationships, can't function in society, that takes the person to the 100 percent level.

Q Why did you enlist in the Navy?

A Um, well, I enlisted in the Navy; I really wasn't doing much in the relatively short time period before that. And a friend of mine from high school had already sometime previously enlisted in the Navy, and worked in the medical field. We got together one evening and, you know, with another friend, we were talking, and he told me about it. I thought it was interesting.

And so shortly after that I went to the Navy recruiter's office and spoke with them, and told them that I was interested in this opportunity. And in particular, I was interested in going into the medical field, because of the way I felt and the way I perceived myself, I'm a kind of person that, you know, I like to help people. And I felt that working in the medical area would be, you know, what I wanted to do. So that's what I did.

Q We heard Dr. Lines testify earlier about how experiences in your childhood contributed to your mental disability as an adult. I would like to talk to you about some of those childhood experiences and how they contributed to your mental health today.

You said that you've lived in the Bay area for almost 40 years. Did you grow up in the Bay area?

A Well, part of my childhood was in the Bay area, and then the early part of my twenties and previously thereafter I lived in the Bay area.

Q You said part of your childhood was in the Bay area. Did you move around a lot?

A Yes. The family I was born into, you know, one might describe as a military family. My father was in the Navy, himself, he made a career of the Navy. And consequently, military service is -- a person in the military is frequently -- usually the case -- frequently transferred or reassigned to one place or another.

And in the case of my father, we were -- he was frequently transferred or reassigned, and we ended up moving quite a bit.

Q How many schools did you go to?

A Elementary and junior high and high school, I -- actually, slightly more than what Mr. Fisher said. I went to ten different schools. I went to five different elementary schools, two different junior high schools, and three high schools.

Q You mentioned that your father was in the Navy for his career. What was his occupation in the Navy?

A My father worked in the aviation maintenance area, naval aviation, the airplanes. I think you understand that.

Q And what rank did he hold?

A Well, he enlisted, himself. And he started up at E-1,

worked his way up through the ranks, became a commissioned officer, and eventually retired as a lieutenant commander. That is a O -- O for officer -- 4.

Q And what did your mother do?

A My mother worked in government service. Most people say "civil service" but I believe the correct terminology in the United States is, at least for the U.S. government, is "government service."

Q And did she work throughout your childhood?

A Yes. I don't know of any time that my mother didn't work.

Q We heard earlier that you have an older brother. Is that right?

A That's correct. I have one older brother, my only other sibling. He's five years my senior.

Q And what does or did he do?

A Well, my brother made a career of the United States Army.

Q How long was he in the Army for?

A Well, out of high school, my brother went to West Point. That's the United States Military Academy. So he spent four years there. Upon graduating from West Point, he was commissioned as an O-1. In the Army, it would be a second lieutenant.

To the best of my knowledge, he spent, it was either 23 or 24 years, and rose to the rank of an O-5. And in the Army, that is a lieutenant colonel.

Q Would you say that your family was lower, middle or upper class when you were growing up?

A Well, as a child I didn't know what any of that meant. But, you know, we had food, shelter, and clothing and, you know, that was all good.

But as an adult, I look back on that, I would say we were certainly, at the time, middle class.

Q Mr. Rice, what was your relationship with your father like, growing up?

A Uh, it was very, very difficult. Certainly brutal at times. My father was a very strict authoritarian person. Very much a disciplinarian. He -- as far as myself goes, and to the extent that I'm aware of, my older brother -- my father was very much, you know, a "spare the rod, spoil the child" type of person. He was abusive emotionally, as well as physically.

Q Could you give us an example of some of the kind of abuse that your father inflicted?

A On me?

Q Yes.

A Well, there's several. There's one, one in particular. Um, I believe I was six or seven years old at the time. So one day, whatever day that was, my father and my older brother and myself, in the afternoon, we went for a walk. And at the time, we lived in a small town, I believe it was in Lemoore, California, where a Naval air station is. And at that time it

was kind of country.

So what I remember was we went out for a walk down, like, this, sort of like what one would say "in the country," a dirt road, just to get out, get some fresh air.

So we go on this walk, and at some point in time in this walk, I had a strong urge, I needed to have a bowel movement. And I, you know, told my father this. And I believe what he said was probably something like, you know: Well, just hold it; we'll be back home soon enough.

Well, I couldn't hold it, and I pooped my pants. And I told my father. And he became really very, very angry. Perhaps, you know, one might say extremely angry.

So we got back home and he, you know, took me and put me in the shower. You know, I had my clothes on. Turned on the shower. And my brother was there, too, observing, watching. And he proceeded to strip me, and proceeded to take my feces and smear them on me, including on my face. And while he was doing this, he was saying, you know, a lot of derogatory, condescending, insulting-type things about me.

And one thing that sticks out in my mind is like, you know, I could see my -- of course, I'm crying and stuff, and I could see my brother, like, behind him, and my brother was -- just seemed to be having a great time, like laughing at me, and -- and it just really was emotionally shattering.

Q Mr. Rice, what was your relationship with your mother

like?

A Well, my mother was quite different. I think probably all mothers are, you know. It's -- my mother was very loving, caring. And very considerate, thoughtful. She was always kind to me. You know, always. She has since passed away.

And, you know, I loved my mother very, very much. I had a really good relationship with my mother. So that was a positive part of my life. I actually believe that -- sorry. Any good that you might see in me is from my mother.

Sorry. I'm okay. I'm sorry.

Q What was your relationship with your brother like?

A Well, it was not good. My brother -- my analysis, perhaps, of my brother was that he, you know, took -- or followed the lead of my father. And he was abusive to me, and it was not a good relationship.

Q We heard Dr. Lines testify earlier that you have a sense of loneliness. Is that something that you would say you experience?

A Overwhelmingly, yes.

Q Could you give us an example of an incident that may have led you to develop this sense of loneliness?

A Well, I think -- I think a big part of my loneliness comes from my almost complete lack of self-esteem and that sort of stuff. You know, I don't feel any value and so forth.

I think perhaps the most -- if I was to choose one

negative experience in my life, especially from my childhood, you know, what would be the number one experience that had the strongest, in this case, negative impact. So, Dr. Lines mentioned it to you. And he said he thought it was when I was like five years old, but it was actually a bit earlier than that.

When I was probably like towards the end of, you know, a little bit before my fourth birthday, or perhaps maybe it was around my fourth birthday, around that time period, the time period where, you know, a person is -- you know, has some vocabulary, is able to, you know, speak in at least some sentences and you are starting to have, you know, some memories, and you start -- you know, sort of understand things.

So one morning my brother and myself, we were sitting at our kitchen table, and my mother was preparing breakfast for us. And for some reason, I have no idea why, my brother turns to me and he says "I can make you cry without touching you."

And, you know, I'm still trying -- I'm at that age where I don't know what this means, but, you know, it's like: Well, wait. You know, I'm thinking: Well, no, you can't. So, you know, I say "No, you can't."

And he goes, "Yes, you can."

And I'm like, "Well, no, you can't."

"Yes, you can."

And so there was a point where he goes -- you know,

looking at me, and I'm looking at him, and he says "Nobody loves you." And at first I'm just kind of like looking at him, and I didn't really quite comprehend, what is it he's telling me. What does this mean? And he says it again, "Nobody loves you." He says it again, "Nobody loves you." And he kept saying that.

And I don't know exactly when, but probably around the fifth or sixth time that he said that, I started crying. And so, yeah, he proved his point that he could make me cry without touching me. And he also instilled in me ever since then, I can't believe that anybody loves me. I -- I just don't feel loveable.

Q Mr. Rice, did your parents stay together?

A No. There came a time when my mother divorced my father.

Q And how old were you when that happened?

A Well, my parents didn't discuss their issues with me or, as far as I know, with my brother. But, now, at this -- so anyway, this was when I was like 13 years old, 13, 14, 15. Somewhere in there, I don't know what the effective date was, but they got divorced. And that's what happened.

Q And did you stay with your father or your mother after that?

A Well, I stayed on with my father, which probably, you know, sounds contrary to what, you know, someone like me or in my position, so forth, would do.

Q Did you make that choice or did they choose that for you?

A Well, as far as I know, it kind of came down to me and I made that choice. It wasn't what I wanted to do.

But as I mentioned earlier, you know, I love my mother very much. And now at this point in time, I'm like 13, 14 years old, 15 years old. And, you know, so I had much more of an awareness. And I was -- you know, it was pretty clear that -- to me, at least, that my mother was a victim, herself, you know. My father was, as I said, very authoritarian, it was -- you know, you couldn't overrule him, you couldn't even complain, you know. You know, he laid the law down, and it was his way or no way. And, you know, so, you know, my mother wasn't happy.

And the main thing I remember at that time was that I had this sense -- I don't know that I could have verbalized it at that time, but I had this sense, you know, I could see that my mother wanted her freedom. And I didn't want to -- you know, I loved her and I didn't want to be in the way, or I didn't want to hinder her having her freedom and having her life and being able to enjoy her life. And I really felt at the time that if I had stayed on with my mother, that I would be, you know, a significant hindrance to her, and I didn't want to do that. So I stayed on with my father.

Q And when you were living with your father, after the divorce, how many months of the year was he gone?

A Well, during that time period, this two-year time period, 13 to 15, my father was stationed on an aircraft carrier. And he was actually gone about, like, each year, about eight to nine months. He would be back for a couple months, and then he went on another deployment.

Q So were you living alone during those eight to nine months?

A I was living alone at that time.

Q Mr. Rice, have you been diagnosed with any mental illnesses?

A Yes, I have been diagnosed with mental illness.

Q Which ones?

A Well, my original diagnosis and the one that is also still official with the Veterans Administration is paranoid schizophrenia. Added to that was depression, what they are referring to as major depression.

Q And do you still suffer from paranoid schizophrenia?

MS. ROSENBLIT: Objection, calls for expert testimony.

THE COURT: I'll overrule the objection. I think he's able to testify and know what his medical diagnoses are. Overruled.

BY MS. LEE

Q Mr. Rice, do you still suffer from paranoid schizophrenia?

A Well, to the extent that I understand psychiatry and psychology and so forth, I think I understand it pretty well

from, you know, being a psychiatric patient for 45, -6 years. As far as any schizophrenia in particular, to the extent that I had schizophrenia earlier, I think most of that has dissipated. Or perhaps I guess the medical term would be it's gone into remission.

Q And do you still suffer from major depressive disorder?

A My major depression depressive disorder is extreme and completely overwhelming.

Q I realize this is probably a difficult question. As best as you can, how would you describe what it feels like?

A I, um, my mind and it also feels like my body, especially on the inside, is under -- there's this constant pressure. But it's not just like a constant pressure that stays right here. It's this constant pressure that's trying to crush me. And I'm constantly trying to push back on it. Sometimes it gets the better of me.

But, especially after so much time and a lot of therapy and so forth, I'm able to, for the most part, most of the time keep it relatively stabilized.

Q Mr. Rice, do you think that your time in the Navy contributed to your depression?

MS. ROSENBLIT: Objection; calls for expert testimony.

THE COURT: I'll overrule it. I think people can offer their lay opinion about their own experiences. Obviously, the jury understands that Mr. Rice isn't a doctor

and he is not an expert; he is testifying about his experiences.

You may continue.

BY MS. LEE

Q Mr. Rice, do you think that your time in the Navy contributed to your depression?

A I do.

Q How?

A Well, the number-one issue is the extraordinary stress of military service. It's -- when you're in the military, it's a 24-7 job. That doesn't mean that you are working 24-7, you know. You get time to sleep and things like that. But it -- and it's an extremely regimented and extremely, you know, disciplined type sort of thing.

And it's, you know, pretty strict. You have to -- you can't -- you have to toe the line and you have to obey rules, you know, obviously, you have to obey commands. And you can't complain, generally speaking. If you do have a complaint, there's a process of, you know, going up the chain of command. But any kind of complaining is not good to do.

Q Are there any memories from your time in the Navy that still cause you anxiety?

A Yes. I have a number of memories. There's one in particular that overwhelmingly sticks out.

Q Okay. I don't want to get too far into the details, but

could you just give the jury a brief --

A This is very difficult for me to talk about. And I don't talk about voluntarily. I'm going to try to keep it as brief as possible. I think you'll understand. And it's a really bad memory.

So I was stationed at Camp Pendleton subsequent to my training, and the last part of my training at that time was emergency medical training. I obtained my emergency medical technician license from the State of California. And so my first assignment was on the -- in the emergency medical service on Camp Pendleton. And that primarily entailed working on the ambulance. You know, have a partner.

And so one day while I was at work, you know, working on the ambulance, so I had a partner, of course, we were at the particular ambulance station on Camp Pendleton, we were at the southernmost area. And in that area, there's a beach for recreation and so forth. And this was on a Saturday or a Sunday, so it was like a day off from work. A lot of people were at the beach, you know, military personnel with their families and their children and so forth.

So we received the call for an emergency somewhere out there, at the beach. There's no address. So, you know, we jump in the ambulance and we go out in that direction. We really don't know where we are going except out to this beach area. No GPS or anything. Got, like, this map but there -- so

anyway, we get out there. We eventually find this incidence. Not really actually on the beach, but just a little bit inland from the beach where there's, like, these sand dunes.

And when we get there, what we -- get out of the ambulance. And in front of us, me, other people -- two children, one a little bit younger, one a little bit older, evidently found an unexploded bomb or -- of some sort. I don't know what it was. The -- it appears the younger child tried to pick it up, and it exploded. Killed him immediately, you know. Blew him apart a bit.

The other child was still alive. His legs, both his legs were blown off. He had other injuries.

And about a minute or two before my -- myself and my partner got there with the ambulance, the fire department got there. So there were two fire department personnel performing CPR on the child that was still alive.

I immediately went to that child and was -- you know, first thing I want to do is get an IV started. And my partner and I believe another fire department personnel, they got the stretcher out of the ambulance, brought it over. We put the child on the stretcher, into the ambulance, and, you know, off to the nearest hospital. So it was me, two fire department personnel, trying to keep this child alive.

We get to the emergency room at this -- the closest hospital. Straight into the emergency room, doctors right

there. They, you know, put the leads on to check the heartbeat sort of thing. And it was just, you know, nonsense. No -- no heartbeat, and he was pronounced dead on arrival.

I'll spare you the rest of the details. But that had -- I was 21 at the time. I had just finished, recently had finished, you know, the training that I had up until that point in time. And it had a major, major, major impact on me, in not a good way.

Q Thank you for sharing that.

THE COURT: Okay, we are at a time for a break, if that makes sense.

MS. LEE: Sure.

THE COURT: How much more time do you have with Mr. Rice?

MS. LEE: It's going to be a while.

THE COURT: Okay. We will take a break, and we're off the record. Thirty-minute recess.

Off the record. Okay.

THE WITNESS: Thank you, Your Honor.

(Recess taken from 2:29 p.m. to 2:59 p.m.)

(Off-the-Record discussion)

(The following proceedings were held in the presence of the Jury)

THE COURT: Okay, the jury's back in the courtroom. Everyone may be seated. Give Rose a chance to get back up

here.

THE COURTROOM DEPUTY: Get my steps in.

THE COURT: Exactly. And then we'll get started.

THE COURTROOM DEPUTY: Okay. All right.

THE COURT: Okay, we're back on, all right.

THE COURTROOM DEPUTY: Court is now in session.

THE COURT: We lost 44 seconds in that round. Okay.

DIRECT EXAMINATION RESUMED

BY MS. LEE

Q Mr. Rice, other than that time that you were discharged from the Navy, have you ever been hospitalized --

A Yes, I have.

Q -- for your psychiatric condition?

A I'm sorry?

Q Have you ever been hospitalized for your psychiatric condition?

A Yes.

Q How many times?

A Um, well, four, perhaps it's five times, for an extended period of time. And the very last time was for 24 hours, that I requested.

Q When you say an extended period of time for the first four --

A Essentially a month, or maybe a few more days than a month.

Q Do you find that your symptoms worsen when you are alone?

A Overwhelmingly so.

Q How?

A Well, when I'm alone, especially when I'm alone at home, all of the symptoms -- you know, the -- the negative thinking and this pressure and just anxiousness, all this sort of stuff. It's like a switch just comes on, and, you know, so it's there. And in particular when I'm home alone, it just feels like this isolation and very solitary, you know, just me and the walls around me.

Q Have you found ways to cope with your mental illness?

A Yes. Over -- you know, through therapy, I have been acquiring and developing various coping skills.

Q What are some ways that you have found help your mental illness?

A Well, the number one most effective, number one thing I can do is engage with people. And that's really important. Because historically, that's the area that I've had the most problems with, because the way my life was growing up, I just didn't get that kind of experience. So the more I engage with people, it -- that is -- well, first, that, just by itself, I feel better.

But it's also therapeutic because I'm -- it helps me to develop my skills and understanding of how to engage more appropriately and properly with people, and my own

understanding. Because there's many small nuances.

So in the case of being at home, well, once again, if I'm home alone, the only way I can engage with somebody else, if there's somebody else living there, not just somebody that stops by for a couple hours or something.

Q Mr. Rice, were you always rated at 100 percent by the VA for your disability?

A No.

Q What was your disability rating when you were first medically retired?

A Well, when I was medically retired, that was with the Department of Defense, whatever their system is. And my disability rating was 50 percent.

Q And were you determined to be temporarily or permanently disabled at the time?

A When I was medically retired, they have what's called the -- initially, in my case, at least, what's called the temporary disabled retired list. So initially I was medically retired temporarily. Until further notice.

Q And were you reevaluated because it was temporary?

A Yes, I was. The --

Q How, how often? Sorry.

A That's okay. The process is an annual reevaluation for three years.

Q And did you ask to have your disability rating increased

to 100 percent in those reevaluations?

A No, I did not. I had asked for the opposite. I asked to be determined to be mentally fit. I didn't want to be mentally ill. I don't know that anybody does. I certainly didn't want to be. And my feelings at that time, which I was significantly more ignorant at that time about such things, my feeling at that time was what had transpired was just a temporary thing. Otherwise, you know, I was okay. And I would be okay.

And I wanted to -- therefore, I was hoping to be determined or reevaluated to be, well, he's mentally fit, you know, he's fit for duty. And I really wanted to go back to active duty, back to the work that I was doing.

Q What year did your disability rating become 100 percent?

A Well, I believe the effective year, I think, is like '95. But the decision by the Veterans Administration for my 100 percent rating wasn't made until I think either late '96 or maybe sometime in '97.

Q Was it your idea? Or did someone else suggest that your rating be increased?

A Somebody else suggested it. At the time -- sometime around then, I don't remember exactly who it was, but I went to some veterans' organization, and I was speaking with a counselor, and we reviewed my situation, my history and so forth. And he was very knowledgeable about the system, et cetera. And he strongly actually recommended, said: You

know, you should, you know, seek a reevaluation for an increase. You know, you deserve a -- you know, this is where you are.

Q And what process did you go through to get your rating increased?

A Well, what I did was obviously sometime not so long after that, I went through the Disabled American Veterans organization located, at least at that time, in the federal building in Oakland. So I went there. I met with what they called a service officer. Again, you know, reviewed everything. And from that point, they represented me to the VA and they handled whatever needs -- needed to be taken care of.

Q Did that process involve any psychiatric testing?

A Yes, it did. I remember, like, three or four separate, you know, professional-type people that did various types of different testing.

Q Mr. Rice, if you could --

A And speaking with me, so forth.

Q If you could please turn to Exhibit 4 in your binder.

A Okay.

Q Have you seen this document before?

A Yes, I have.

Q This is a letter from the Department of Veterans Affairs to you, dated July 7, 2019?

A Correct.

MS. LEE: I offer Exhibit 4 into evidence.

MS. ROSENBLIT: No objection.

THE COURT: Exhibit 4 is admitted.

MS. LEE: I believe the City has no objection.

THE COURT: She said "No objection."

MS. LEE: Oh, okay. Sorry.

(Trial Exhibit 4 received in evidence.)

MS. LEE: If we could put that up for the jury to see.

(Document displayed)

MS. LEE: And if we zoom in to the first paragraph.

(Document enlarged)

BY MS. LEE

Q The first line of this letter says it is a summary of benefits you currently receive from the Department of Veterans Affairs. Do you see that?

A Yes, I do.

Q And around halfway down that Facebook page, under "VA Benefit Information."

A Yes.

Q It says (As read):

"Your combined service-connected evaluation is 100%."

Do you see that?

A I do.

Q And then underneath it, that says (As read):

"You are considered to be totally and permanently disabled due solely to your service-connected disabilities."

Do you see that?

A I do.

Q Mr. Rice, is it possible that your ratings could change again?

A No, it is not.

Q Why not?

A Well, the VA system has a similar reevaluation thing. So after I initially received my 100 percent rating, on an annual basis for three years, they did a reevaluation. And at the end of that three-year time period, they determined that my mental illness, my disability was permanent, for, you know, the rest of my life.

Q Okay.

MS. LEE: We can take that exhibit down.

(Document taken off display)

BY MS. LEE

Q We heard Dr. Lines testify earlier that he believes your home at 200 Brannan provided stability that helped alleviate your depression. I want to talk a little bit about your mental health before you purchased the unit.

After you retired from the Navy, did you go back to school?

A Yes, I did. Not immediately, a few months after that.

Q And what degree did you get?

A Well, I was a bit of a professional student for a long time, but I eventually got a degree in business administration, primary focused on accounting.

Q And did you work in any accounting or business jobs after you graduated?

A My first job upon obtaining my degree -- this is back quite a while, was -- at that time was with one of the Big Eight CPA firms in Walnut Creek, in the Walnut Creek office.

Q Why did you leave that job?

A Well, I have psychological problems. I have interpersonal communication problems.

You know, it essentially boiled down to, in a word, I didn't fit in. And so they -- they just, you know, let me go. They didn't go, like, "Well, you're fired" or something like that. They were, "Well, we're not going to keep you on. You know, you can stay around for a couple of weeks." You know, gave me some sort of severance or something like that.

Q Did you find another job after that?

A I did.

Q At some point, you stopped working. Is that right?

A Yes.

Q And why was that?

A Well, my mental illness, everything in my life has been

affected by my mental illness and that sort of thing. So it all sort of relates to that.

So at that time period, this was when I was like 32, 33, 34, well, I -- I wasn't -- I wasn't -- you know, I wasn't happy, you know, battling depression, that sort of thing. I started drinking alcohol a bit more. And the people I met, was hanging out with -- this was, you know, the latter part of the 1980s. Cocaine was a very popular drug. And the people I knew, you know, we would party. Started doing cocaine.

And probably somewhere within about six, seven, eight months or so, I eventually became literally addicted to cocaine. And in a word, you know, went off the deep end with cocaine.

Q And where did you live at that time?

A Well, this was when, you know, I, myself, especially living on cocaine and smoking and drinking and stuff, you know, I was falling apart; my life fell apart. And I became homeless. Fortunately, I had a car that I lived out of.

And --

Q How long did you live out of your car for?

A Well, I had a car throughout my homeless time period. So as I believe Dr. Lines mentioned, I was homeless for a total of about three years and this was kind of like you're in like a -- within this like four-year time period.

So there was a couple times where I sort of got it back

together and just doing some odd jobs or something, you know, had some money. So there was a couple times where I rented a room. Somebody, you know, an acquaintance or whatever, rented a room in either their apartment, or one of them had this house, you know, for some period of time. Not long.

And then I also spent four or five months in a homeless shelter in Walnut Creek.

Q Did you ever overcome your addiction?

A I did.

Q How?

A Well, I was very fortunate. Very, very fortunate. I got arrested for possession. And fortunately, that's what I needed. And in reality, it was what I wanted. I knew I was addicted. And I -- you know, it was like: God, you know, what am I going to do? I'm just, like, this addict. And I couldn't stop it.

But getting arrested, even though it was, you know, then really hard to deal with all these problems, and I had -- you know, part of the -- the court was very kind to me because I otherwise was, I guess, a decent person.

And so, you know, they sent me through this program. And so, you know, I was -- really a low point in my life, but I, you know, cleaned up. And, you know, once again just started, you know, doing the best I could.

Q Were you able to find employment after you got clean?

A Yes.

Q Where did you work?

A So, so I had gotten cleaned up. I was -- when I was still at the homeless shelter, I responded to -- you know, I looked at these want ads, job posting ads. And there was a small real estate office in Lafayette, California, was looking for a bookkeeper. I know that stuff, so I went out there and spoke with the owner of the business, a real estate broker.

He interviewed me. He had me do some things on the computer to check my skills, and, you know, I was able to do all that. And he hired me as a bookkeeper at that little company.

Q At some point did you switch to another real estate company?

A I did. I was at that real estate company for approximately or close to two years.

Q And why did you switch?

A Well, after I was there, the first real estate company we're talking about here, I was there for about a year. And, again, I was the bookkeeper. And one of the things -- it wasn't just real estate, also did mortgage brokering, you know. So we had a lot of relation -- that little company had relationships with mortgage lenders. And my boss, one day he came with me with some financial statements, income statement and balance sheet for this little company, and he wanted me to

sign them, sign off on them as the bookkeeper.

Well, there was a problem with it. He falsified these statements to look good for the purpose that he wanted to -- he was applying for a relationship with another lender.

Q Did you sign those papers?

A No, I did not.

Q Mr. Rice, have you used cocaine or any other illicit drugs since you got clean?

A No, I have not.

Q And what year was that?

A Well, so I got arrested in February of '89. And so immediately, there was this huge reduction. You know, not using drugs. I slipped a couple times, but the very last time that I touched any illicit drugs or, you know, any drugs that were not prescribed to me by a doctor, that sort of thing, was May 15th of 1990.

Q Did there come a time when you left San Francisco?

A Well, yes.

Q Where did you move to?

A Well, so, a few years later from that time period, the short story is, is I, you know, I was doing pretty well, but repeatedly throughout my life, I just, you know, lose it, you know, psychologically, and deteriorate to really bad levels.

And there was this -- I think, '95 or into '96, I was doing really, really poorly. Really bad. And I mean, really,

really bad. I just, I just was -- couldn't -- almost to the point where I couldn't even take care of myself, like bathe and that sort of thing.

And I called my mom, bless her heart, and, you know, talked with her. And, you know, she's my mother. So she invited me to come stay with her for a while. And, you know, so -- and for me to continue with my therapy, of course. She lived in Sun City West, basically Phoenix, Arizona. And, you know, so I went to the -- I started going to the VA hospital in Phoenix, and continued with my therapy as well as whatever else.

Q And at some point did you decide to move back to San Francisco?

A I did.

Q And why was that?

A Well, this is as few years later from where I was just speaking. So I, you know, stayed with my mom for three years. And also, as Dr. Lines mentioned, you know, I paid rent to my mother. I did have some money. And, you know, I was older, and had done a lot of therapy. And I thought that, you know, maybe -- you know, maybe I'll go spend some time in Pensacola, Florida, where my dad had retired. And, you know, get a place there, and maybe it would be good for me to spend some time with my father.

So I lived there for three years. I was still, throughout

this time period, although I was doing better, I was really extraordinarily depressed through these many years. So I was in Pensacola, Florida. I wasn't doing well, and, you know, my dad really didn't change or anything. It just wasn't -- you know, it was like: Why am I here? That sort of thing. I wasn't happy.

But in particular, sadly, in the summer of 2001, my mother, who was diagnosed with stomach cancer, and -- now, I already would, you know, visit my mother. But at that point, so I went back, spent a lot of time with my mother at the house that she had in Sun City West. I'll spare you the details of her medical treatment.

But, essentially, this was the summer of 2001. She steadily went down, her health. At some point she, you know, she was terminally ill. She decided to sell everything she had. And my older brother and myself, we helped with all of this, of course.

So she like liquidated, put all her money into her savings, all that sort of thing. And she moved to Huntsville, Alabama, where my brother is. And my brother got an apartment, two-bedroom apartment, you know, for my mother and for me to stay at. And then she eventually got to the point where, you know, she moved into my brother's house. They set up the guest room, you know, like a hospital room for my mother. And she did die in the early morning hours of February 25th, 2002. And

I was with her.

Q And is that when you decided to move back to San Francisco?

A No, not exactly. So I -- you know, at that time, I had been staying, you know, otherwise staying in Pensacola, Florida, at a little apartment there. And so -- and I wasn't doing anything; I was really depressed. And, of course, this -- my mother dying really had a -- as I believe with anybody, you know, had a big impact on me, of course.

And two -- two, perhaps three months subsequent to my mother dying, I was -- one night I was laying in bed, and I was thinking about life and death and what this is all about, that sort of thing. And -- excuse me.

I was laying there, and I was just thinking, you know: What am I going to do? What am I going to do? You know. And I just -- I decided that, you know: This is not going to be it. My life is not going to be only about being mentally ill. I'm going to do what I can to at least try to have a life. Beyond being mentally ill. You know, a decent life. I'd been doing therapy, still doing this. And I decided, you know, okay, I'm going to -- I'm just going to start really applying myself even more so, as much as I can.

And I've always loved living in the Bay area. For me, it's my home. I just feel comfortable here. And as far as I'm concerned, my hometown is San Francisco.

So anyway, I also, you know, previously had done quite a bit of work with the psychiatric department at the VA Medical Center here in San Francisco to -- you know, made pretty good progress there, that worked well.

And so I decided, okay, I'm going to move back to San Francisco. I'm going to get fully involved with my therapy. You know, I'm just going to, you know, get up and do something. And it reminds me, if you'll give me just one moment here, you know, there's this old saying that says, you know, it's not a sin to get knocked down. It's a sin to not get up. And I decided I'm not going to stay down. I'm going to get up and I'm going to try.

Sorry.

So I moved back to San Francisco and proceeded...

Q Mr. Rice, was there a specific reason why you wanted to be near the San Francisco VA as opposed to a different one?

A Yes. As I mentioned, it's been my experience that the San Francisco VA, you know, it significantly provides good medical care, all the departments. In fact, the entire VA medical system does. Obviously, we hear of occasional failure, it is a large system, you know, but overall it actually really provides good medical care.

And as I mentioned, you know -- well, I don't think I got into this, but, you know, a good part of my time in the '90s when I was living in San Francisco, I, you know, was

hospitalized at the San Francisco VA. I would go there for treatment. And I just really felt that for me, this was the right place, that was the right place for me to proceed with my therapy, and et cetera, et cetera.

And so I -- I might be just -- sorry. Tend to ramble.

Q No, that's okay. I want to talk about your unit at 200 Brannan Street.

A Okay.

Q What year did you move into that unit?

A 2004.

Q And what was your unit number?

A 316.

Q And how did you come to own that unit?

A Well, the two years prior, when I moved back to San Francisco, that was in 2002, I got an apartment across the street at Bayside Village. So Bayside Village, at least, it's a rather large complex, at least -- you know, one corner of it is on the corner of Delancey Street and Brannan Street.

And so I lived there, and across the street was this construction. I investigated. I was informed about this lottery program. And so I applied for this program.

Q And did you win in the lottery?

A I did place high enough in the lottery that I was offered one of the below-market-rate units at 200 Brannan.

Q How did you feel when you found that you were selected in

the lottery?

A I was elated. I couldn't believe it. It was just something I never thought that would ever happen in my life, that I would have a place of my own, you know, that I owned, my own home. And, you know, at that time it just seemed like this is fantastic.

Q How long did you live there for?

A Thirteen and a half years.

Q Could you please briefly just describe the location of 200 Brannan.

A Yes. 200 Brannan is on Brannan Street. It was on the corner of Brannan and Delancey Street. You saw a picture of that corner earlier. That's -- when you look at that picture, to the left is Brannan Street and to the right is Delancey Street.

Q Okay. I want to talk a little bit about the closing and orientation process for this unit.

A Okay.

Q When you were selected in the lottery, did you attend any orientations?

A Yes, I did. There was one orientation.

Q And how long did that last?

A Well, what I remember, it was four hours; perhaps it was five or six hours. It was one day, most of the -- I don't remember exactly what time it started, but...

Q Do you remember who gave that orientation?

A I don't remember exactly who gave it. I tend to think -- I know that Ms. Edith Horner was there. And that was in the San Francisco Redevelopment Agency's offices. So there were other people around.

Q Who is Ms. Edith Horner?

A So Ms. Edith Horner was some sort of manager, I think I heard her referred to as an asset manager. And she -- I also, before the orientation, I think she was like the first person I met at the San Francisco Redevelopment Agency.

And so she was always my -- from my -- as far as I knew, she was my person that I would speak with many -- you know, numerous times about anything. If I had any question or something, I would call Edith Horner.

Q At this orientation, did they tell you about any restrictions on the unit?

A Yes, they did.

Q And what were the restrictions that they told you about?

A There were two things that they spoke about at this orientation. And only these two things, to the best of my memory. You know, if there was something else, well, I don't have any memory of that.

And the two things that they communicated was, one, you know, it's your -- you have to live there. It's your primary residence. And what that meant was you live there for ten

months of the calendar year. And you can be gone, do whatever you want, travel, whatever, for two months.

And the second thing was you could not not live there. You know, you couldn't own it and -- if it was not your primary residence. And if you were not living there as your primary residence, you could not rent out the place. You know, the entire place.

Q Were you aware of any restrictions on having roommates?

A I was not aware of any restrictions on having roommates. There was nothing discussed about roommates at the orientation. I simply had no knowledge, or it wasn't -- you know, there just was no thought or talk or thinking about roommates.

Q After you moved in, did there come a time when did you ask to have roommates?

A Yes, there was.

Q And why did you want to have a roommate?

A Well, I believe Dr. Lines explained this. It's -- so, but just to reiterate, initially, you know, as I mentioned, I was overjoyed with this place and, you know, I thought, well, gosh, my life is really coming together here, and, you know, things are stable, I've got my own place.

And all of my life, not just then but really all my life -- and I know it's getting really late in my life, but, you know, I -- that, you know, I hoped that I would find a long-lasting meaningful significant-other relationship. And,

you know, probably get married, that sort of thing.

So, you know, my hope was that that would occur. But it didn't. And -- I'm sorry, what was the question?

Q I think you answered the question.

A Oh, okay.

Q Did you have any past experiences that told you that having a roommate would help?

A Well, yes. You know, most of my life was, you know, I lived with roommates. As an adult. I did, did have this -- there was this, you know, this time period that I was talking about in the '90s -- well, I was staying with my mother, but then when I went to Pensacola, Florida, I had my own apartment and I was living there by myself. I was there for three years and I was very unhappy. Really, I was very depressed.

But otherwise, the majority of my life is, you know, I lived with other people. And that experience is, for me, a lot more rewarding and positive than living alone.

Q You have told us that the primary reason you need to live with a roommate is to ameliorate your feelings of isolation and loneliness. How does a rent-paying roommate as opposed to a non-rent-paying roommate alleviate those feelings?

A Well, first of all, I've always had -- in this case, I have been -- from the beginning of this case, I have been confused; I just don't understand this concept of a non-rent-paying roommate. I've never heard of that before. In

fact, I've never heard of it outside of this case.

So that's not what a roommate is, to me. A roommate is, you know, somebody that part of their responsibilities is they pay rent. You know, if we are going to live together someplace, you know, everybody is involved in the rent-paying aspect of things. As well as -- you know, of course, I'm talking about adults. You know, appropriate situation, appropriate people, compatible, that sort of stuff.

And the type of relationship, for me, with -- you know, that's a normal healthy relationship with a roommate. And when I say "roommate," somebody that pays rent.

This idea, this concept of living with somebody that -- well, they live for free but I'm paying for everything, what am I -- you know, I can't -- I have trust issues, among other things. Why is this person living with me? Or, you know, why -- except to be, you know, living there for free? It's just -- you know, I don't know what their motivations, their true motivations might be.

And in the case of, you know, we're talking about my home, this is my home, this is my sanctuary, where I'm entirely vulnerable. And, you know, so there's a number of factors for me about somebody living there for free as a roommate that I can't -- I can't -- that doesn't work for me.

But a regular roommate, you know, somebody that pays rent, where there's a -- essentially, a balance type of relationship,

I feel I can trust this type of person, and we can develop a -- you know, a good working relationship.

And so the -- there's a number of factors. There's this presence of this other person so, obviously, I'm not alone. It's nice that there's this other person here. There's some conversations. In the morning, you have coffee together.

And so in that environment or in the situation at home, you know, where I'm living with another person, the amelioration or the reduction of the symptoms, problems, and so forth that I have relating to my mental illness, those things come way down. And everything becomes much more enjoyable for me. I'm able to enjoy things. Whereas if I'm there alone, these symptoms and problems rise up pretty high, and anxieties and so forth.

So, you want me to go more into all these details?

Q That's all right. Why don't I ask you another question.

A Okay.

Q Have you ever achieved that same sense of bringing the symptoms way down by socializing with people just outside of your home?

A Well, when I'm -- basically, you know, it's -- that is the effect, whether or not I'm engaged with other people. But the problem is, you know, I don't want to be going -- I don't want to spend my life going out, you know. I want to spend time at home as well.

So this -- this case is about my life at home. It's not about my life outside of my home. And the issues that we're talking about, I'm talking about, my life inside my home. I don't want to live alone. I don't think -- you know, I don't think that's -- as far as I know, I don't really know anybody that necessarily wants to live alone. I know some people do, but generally, you know, I think the majority of people -- well, they want to have a partner, usually, and they live with other people.

You know, so this concept of like, oh, he can just live alone, like, you know, okay, there's something odd about me because I don't want to live alone, that's -- you know, I don't agree with that. And --

Q Mr. Price --

A I'm sorry.

Q That's all right. The City has suggested in their cross-examination of Dr. Lines that you could have someone like a home aide or some kind of a health aide stay with you who doesn't pay rent. Why wouldn't that work?

A Well, I don't need a health aide. And I don't want one. You know, I want a normal life. What I've not had throughout my life is, at least in our society, what would I refer to -- I don't think any of us would refer to as a normal, healthy life.

And that's what I need as much as I can, is to have, you know, normal, healthy positive-type life experiences. My --

sorry, what?

Q I don't want to interrupt you. Did you have --

A Oh. You know, the majority of my life, especially from basically close to the beginning, has been really, really difficult, a lot of problems. I have -- to use an analogy here, you know, I have this large pool of negative memories. Very large pool of negative, traumatic, difficult, bad memories. I don't need to add any more negative bad memories. I got enough of that. What I really, really need is to work on adding to my pool of good positive memories and experiences.

And what I'm talking about, what is that? For me, that is not being isolated, not being lonely, not being unconnected, not being dis- -- it means engaging in normal life, like the majority of people do, where you have relationships. As I mentioned a moment ago, I think the majority of people actually live with other people. I'm not sure what the percentage is of the number of people that are married. I'm pretty sure it's over 50 percent.

So, you know, most people have a life partner, you know, and I don't have any of that. All of that sort of stuff that most people just take as normal, that's absent in my life. That's what I need. And that is the -- where I can -- and I was able to -- add to my pool of memories that are positive and good.

Q Mr. Rice, the City has also suggested that instead of

charging rent, you could have a roommate who paid for utilities and groceries. Why wouldn't that work?

A Well, that seems really odd to me. Now, imagine -- you know, I'm sure -- any -- every -- anybody here could imagine, what was I supposed to do under that circumstance? It's like: Oh, okay, I'll put up a sign, "Room available."

And so somebody goes: Oh, you know, I see your sign for room available. Yeah, I'd like to look.

Okay, yeah, here it is.

So, yeah, I like this; how much is the rent?

Oh, oh, wait a second. There's no rent. Instead of you giving me money for rent, you're going to give me money for other things, you know, like utilities and groceries and so forth.

If I was looking for a place to rent and somebody told me that, I'd be like: There's something wrong here. This person is, you know, not really being honest about something. You know, that is not a scenario that, from my view, is -- well, frankly, that's not an honest sort of arrangement.

Q Mr. Rice, how much would you estimate your utilities cost per month?

A Well, at the property we're talking about, what used to be my home, the only utility bill I had was the electric bill. The gas, water, and garbage was a part of the HOA fees.

Q And how much was that electric bill, approximately?

A Over the time I lived there, I would say it averaged about $50 a month.

Q And how much would you say that you spent on groceries, on average, per month?

A Probably about 150 a week, so $600 a month, maybe. That might be a little high. But that -- you know, it depends, of course, you know, prices are going like this (Indicating), so...

Q A couple hundred?

A A --

Q Per month?

A No.

Q Several --

A More than that.

Q Five to 600?

A Four, five, $600. Of course, now, I would go out as well, so, you know, if I'm going out, I don't need as much groceries. But, you know, if I was just eating at home all the time, it would be four, five, $600.

Q Okay.

A I like to eat well. Healthy. Healthy well.

Q When you asked for permission for a roommate, who did you ask?

A Ms. Edith Horner.

Q And did you call her on the phone? Did you email her?

A I called her on the phone, which, I called her, spoke with her on the phone, a lot over the years.

Q Was she pretty responsive?

A Ms. Edith Horner -- in fact, everybody at the San Francisco Redevelopment Agency was very responsive. With regards to Ms. Horner, most of the time she, when I would call, she answered the phone. If I left a message, she would call me back quickly. You know, typically within a half hour or an hour.

Q So in this phone call where you asked for permission to have a roommate, what specifically did you ask for?

A I called her up, you know, said: Hello, Ms. Horner; I got a question. Can I travel more than the two months per calendar year? And can I have roommates? Or I might have said "a roommate." I don't remember if I said "a roommate" or "roommates." I said can I have a roommate, or can I have roommates, something like that.

Q And what was her response?

A What I recall, there was a little pause, and she said: Yes, you can do that.

Q Earlier you said that you weren't aware of any restrictions on roommates at your orientation. Why did you ask her for permission, if you didn't know if there was a restriction?

A For that very reason. Nothing -- I had no knowledge about

what -- well, what is the situation with respect to roommates. I didn't know. And so, you know, I wanted to make sure that I, you know, follow the rules and the regulations, which is the kind of person -- I'm a very truthful, honest, law-abiding, rule-following person. Especially after getting arrested much earlier in my life for drugs and so forth. But --

Q Had you told Ms. Horner before about your 100 percent service-connected disability rating?

A Yes, I did.

Q And so you thought she was aware?

A I'm certain she was aware of it. Many of the conversations I had, you know, she was kind of like a friend, besides this person that worked at the redevelopment agency. So I had a lot of conversations.

You know, I would call her up and talk about myself -- or, you know, not: Oh, let me tell you about myself, but talk about what's going on, that sort of the stuff, you know, kind of like on a friend basis. I even visited her a couple of times at her office just, you know, as a friend.

I was never involved with her. I don't want anybody to get any ideas. You know, so I had a really good relationship, you know, friend type. But I guess I wouldn't necessarily say friends. It was friendly but, you know, she was a person that worked there, and I was, you know, essentially, a client or a participant in the program. We never ,like went to dinner or

anything of that nature. Just, you know, she was a person I could call and speak with. Of course, a lot of my phone calls were about, you know, things relating to the property, but also --

Q And did you ask for written consent to have roommates?

A No, I did not.

Q Why not?

A I had no idea. I didn't even think about it. I had no idea that in the agreement, there was the part about needing the written consent thing.

Q Did there come a time when you decided to partition one of the rooms in your unit?

A Yes, there was.

Q What year was that?

A In 2007, I started thinking about that.

Q And what was the purpose of partitioning one of the rooms?

A Well, I wanted to make the place suitable for two people, at least, to live in.

Q Did you ask for permission from the SFRA to partition the room?

A Yes, I did.

Q Who did you ask for permission?

A Well, as usual, I called up Ms. Edith Horner.

Q And did she give you permission?

A Well, you know, I asked her, you know, can I -- you know,

I don't know what my exact words were but, you know, to modify the place, you know, put this wall in and divide this large room.

And she was like: Well, you know, I'm not really sure about that. Let's -- you know, let's talk to -- this would be her -- her supervisor, Mr. David Sobel. So --

Q Did you talk to Mr. Sobel?

A Yes, I did, immediately subsequent to speaking with Ms. Horner.

Q Did he give you permission to partition the room?

A Yes.

Q Were you aware of any restrictions on partitioning units at that time?

A I had no idea.

Q So why did you ask for permission?

A Well, as I said, you know, I wanted -- I didn't do anything without asking permission or clarifying. And so I didn't know if I could do this or not. So that, I called Ms. Horner. And -- you know --

Q You just wanted to make sure?

A Yeah, to make sure. I didn't want to, you know -- I obey the rules and play by the book.

Q Did you end up partitioning the room?

A I did.

Q And did that require any City permits?

A It did.

Q How many?

A Two.

Q What were those permits?

A Well, one was an electrical permit because, you know, had to reroute some -- had to, you know, get a licensed electrician to do this. Reroute some wiring, add a couple switches, had to add another wired smoke alarm, that sort of thing.

Q So an electrical permit. And what was the second permit?

A The actual construction part. The primary construction part that required the permit was -- you know, added another door, I put indoor -- well, first I had to cut the hole, you know. There was like this half wall at the top of the stairs where I put this additional door in. And so --

Q Did you get both of those permits?

A Yes, I did.

Q And how long from when you first started trying to apply for the permits to when you completed the partition, how long did that take?

A Well, I don't remember, you know, I got the permission to do the -- or the permission from the redevelopment agency to proceed. So sometime after that. I didn't, like, that day, okay, now go over to the building department. But sometime later --

Q Just in total, like, was it one year --

A Oh, a couple years.

Q A couple years? Okay.

A I mean, I didn't, you know -- it was essentially me getting it done. So it wasn't like I'm going to do this, this week I'm doing this. It was like: Okay, I'm getting this done, I'm doing other stuff in my life, you know, I'm going to get this done.

But eventually it got completed in August of 2009.

Q Okay. I'm going to put up some photos of your unit.

(Photograph displayed)

Q Okay. Do you recognize what this is?

A I do.

Q What is it?

A That is the front entrance of 200 Brannan Building.

Q Okay. And do you recognize this next photo?

(Photograph displayed)

Q What is that?

A Well, that's -- there, the brick building to the right, that is the 200 Brannan Building. And that is -- we're looking, that's Delancey Street, looking, I guess that would be east.

Q Okay. And how about this photo?

(Photograph displayed)

A Well, that's the same street, looking in the opposite direction.

Q Okay. And how about this?

(Photograph displayed)

A That's the lobby of the 200 Brannan Building.

Q Is this how the lobby looked when you lived there?

A Yes, it is.

Q And what is this?

(Photograph displayed)

A This is also the lobby from almost the opposite direction.

(Photograph displayed)

Q And what is this?

A That is the front door to what was my home.

(Photograph displayed)

Q And what is that?

A This is the inside of my home, where -- from -- this would be looking at the front door, there in the background. And this, I'm -- would be standing in the living area. And you can obviously see the part of the kitchen-dining area there to the left.

(Photograph displayed)

Q And what is this?

A That's the bathroom.

(Photograph displayed)

Q What is this?

A That is the shower, tub.

Q Same bathroom?

A Same bathroom.

Q Okay.

(Photograph displayed)

A That's -- this is the partition that I built. I have built it exactly like a regular wall. The 200 Brannan Building used steel studs, and I was using steel studs for these two partitions. The distance left to right, across there, that's ten feet. So I did a lot of meticulous measuring.

And I, you know, starting with the steel, black steel studs, I put together these two frames. Just like a wall. And constantly checking the measurements and make sure it fits, you know, as close to exactly right as possible.

So these two frames, just like a wall, I subsequently put sheetrock on them, both sides, and in the middle double insulation, and then wrapped each one in these large pieces of black fabric.

Q Okay.

(Photograph displayed)

Q And what is this photo?

A Again, this is downstairs, the living area. We're looking at the front door, you know, my side of the front door in the background. That is the kitchen and living area. And the stairs to the left.

(Photograph displayed)

Q And -- yeah, go ahead.

A That's from the opposite direction, you were looking out the window and the stairs to the right.

(Photograph displayed)

Q Okay. And what is this?

A This is the room that is closest to the window upstairs. And behind this, you know, if we look in the other direction, we would see the partition.

Q Okay.

(Photograph displayed)

Q And what is this?

A That is the partition. And the door to the -- that's the original door to the upstairs part. And obviously I painted them black.

(Photograph displayed)

Q And that's the door we were just looking at?

A Yes, that's the same door.

(Photograph displayed)

Q Okay. And what is this?

A This is the room towards the back, and the partition is to the right. And --

Q Is this the room that you stayed in or is this the room that you rented?

A I always gave my roommates the choice. So, and some of them wanted to stay in this area. That's fine with me. I'll stay in the other area. And sometimes the other way.

(Photograph displayed)

Q And this?

A This is the walk-in closet, that I earlier on had all of these shelves and so forth installed. And this is the furthest -- this is upstairs, the furthest point away from the window.

Q Okay.

(Photograph displayed)

Q And this?

A That's across from the walk-in closet. That closet obviously has the washer and dryer, and the closet to the left inside that closet is the heat pump ventilation unit.

Q Okay.

(Photograph displayed)

Q And --

A That's Dr. Lines.

Q Sorry. I think we may have gone through all of them.

(Document taken off display)

Q Did you ever consider not getting the required permits for your partition?

A No, I did not.

Q Why not? It's all inside your unit so people might not see, right?

A Well, that would not be kosher. That means it would not be in accordance with the rules and regulations or playing by

the book. And I'm very meticulous about doing that.

Q Did 200 Brannan, the building, have any amenities like a gym or a pool?

A Well, it didn't have a pool, but it had a fairly nice gym. You know, with equipment and so forth. And in this center area of the building was a fairly nice courtyard with nice vegetation, relaxing, that sort of the thing. We also had a full-time concierge and a 24-hour front desk security-type personnel.

Q Did you as an owner through the BMR program have the same access to those amenities as the other owners?

A Everything was the same. There was no difference.

Q Okay. What year did you get your first roommate?

A 2009, September of 2009.

Q And how did you find them?

A Well, my very first roommate was an acquaintance.

Should I go on with that?

Q How did you meet him or her?

A Oh. So, the 200 Brannan Building is a couple blocks from the baseball park, and near the baseball park is a little restaurant called the Java House. Not Red's Java House, which is a bit closer to the Bay Bridge. But, the Java House, I would go there frequently for breakfast or lunch. And, you know, some number of people, you know, regulars, you know, so they socialize, that sort of thing.

And I became, you know, an acquaintance of this fellow. He seemed like, you know, a decent fellow. And so there came a point where he and I had discussions about, you know: Well, you know, I would like to have a roommate; would you be interested in this? And he was. And he became my first roommate.

Q And how long did he live with you for?

A Well, as I said, he was a decent fellow, but not exactly compatible. So he was only there for three months. I asked him to leave. And he did leave. We didn't get in a fight or anything. But --

Q Why didn't you find him compatible?

A Well, he was kind of wild. And he -- the way I would describe it is, you know, he sort of treated my place like a frat house. And that was not at all the way that I wanted -- you know, my home to me was like a sanctuary, and you have got to respect it and to enjoy it. But, to enjoy the safety and the comfort of one's sanctuary, that's not a frat house. You don't bring people over and party and stuff like that.

Q How much did you charge him in rent?

A $500.

Q And how did you decide how much to charge?

A I just picked a number at that point. It just seemed like: Well, I don't know; $500.

Q And did you talk with him about that number and whether

that was right?

A Well, we had -- I don't remember much of a negotiation. I just -- you know, obviously, we got to the point I said: Well, you know, how much rent? And I said: Well, I don't know, how about $500? Is that... And he jumped at it, you know.

Q How did you find your second roommate?

A Craigslist. You know, the roommate wanted section of Craigslist.

Q And how long did they live with you for?

A Well, I don't quite remember exactly who that was, but I think -- obviously, some period of time but I can't -- I remember, you know, the majority of my roommates. But this was, you know, 13 years ago. So --

Q Sure, yeah. Yeah.

A Kind of --

Q That's okay.

A -- old, and things get foggy.

Q Can you give me an example of one of your roommates that you had the best relationship with?

A Yes, I can.

Q What did the day-to-day interactions look like?

A Well, with the overwhelming majority of my roommates, not only, you know, what I would say is like, wow, this is really, you know, a great person; we're still friends. But, you know, my day-to-day actions are, you know, well, they have their

lives, you know, so they're doing what they do. And I'm, you know, keeping myself busy with things.

But obviously when we're at home, you know, we have, you know, like friend-type roommates, you have conversations. I've had all kinds of conversations about some, you know, great topics and stuff. And, you know, obviously, there would be various times that we would have coffee or tea or, you know, eating, hanging out and sitting at the dining -- the little kitchen table you saw in the pictures, and blah, blah, blah, blah.

And of course there are many times with almost all of my roommates, that, you know: Well, let's go get a drink together, or let's go have lunch together, or that sort of thing.

Q How many --

A And in some cases, you know, other -- additional activities.

Q How many roommates did you have at 200 Brannan?

A During --

Q The eight-year period?

A During the eight years that I had roommates, you know, from the time I started having roommates until this ordeal started, I think it's a total of about -- I think it's like 18, I think.

Q And how many of those 18 would you say had a positive

effect on your mental health?

A Well, I would say all of them had a positive effect. But there was only, I think, like two that -- well, there was that very first one, so I requested that he -- you know, of course, we had an agreement. You know, everybody, including myself, we all abided by our agreement that we started with.

So the very first one, you know, I don't have anything against him. It's just like, you know, his lifestyle was not my lifestyle. So, okay. So we -- so there was that one that I asked to leave.

And there was one other that I asked to leave, that was this young woman, a computer scientist-type woman, recent graduate. And, of course, you know, back at the time, the computer industry and programming and all that stuff was explod- -- you know, just off the charts. She was real nice. And I thought, okay, you know, I think it'd be all right.

But I should have -- you know, I should have realized that she was maybe, like, too young. And she really wanted to -- you know, for her it would be better to be with, you know, young people, doing their thing. But in particular, the problem I had with her was she was pretty messy. She'd cook food and stuff and just, you know, leave a mess. So I would have to clean it up.

And so, you know, I was talking with her, I said: Look, you know, this isn't working out. And, and she really wanted

to find a different place with young people, people her age. Not some old guy like me.

Q After that first roommate, how did you usually determine how much to charge in rent?

A Well, I think in all cases, I would, you know, look at comparables on Craigslist. You know, for, you know, the size, and place, and my location and the amenities and everything. And try to get a good idea of, you know, what is like the average? And then something less than that. You know, it varied quite a bit, but, you know, less than that.

Q On average, how much would you say that you charged for rent per month?

A Well, over the 18 -- 18 -- over the eight years, I think on average, it was -- what I received in rent was $1,600 a month. Sometimes it was more than that. And obviously, sometimes less.

Q And how much were you making in rent on average each year?

A Well, 1,600 times 12, I think that is close to around 20,000, something like that.

Q And did you always report that rental income on your taxes?

A Absolutely.

Q Mr. Rice, do you believe that you would have still qualified for the LEHP lottery if you were making an additional $20,000 per year at the time?

A I'm certain of it.

Q How are you so certain?

A Well, I --

MS. ROSENBLIT: Objection; calls for speculation.

THE COURT: Well, she can lay the foundation, so objection overruled.

So every year, so, there's a formula that -- part of this program. And it has various parts to it. And one of the parts that goes into this -- I'm sorry. This is the formula for determining the purchase price or, if you're selling it, the selling price into the program.

So a big part of that and a part of the program is what's called -- the abbreviation is AMI. And I believe that stands for average median income. Yeah, average median income. And this is something that's produced each year, it's my understanding that's produced each year by the Housing and Urban department.

So each year -- and this is -- you know, for, like, you have the geographic area of San Francisco, you might have the Bay Area or, you know, San Diego, or Chicago, or New York. It's not just one for the whole country, it's by the geographic area.

So they put out each year this AMI number. And then there's a -- based on that AMI figure of income, essentially this average income for this area, that would essentially be

the basis of what the maximum amount of income a person could have -- well, you couldn't go beyond that maximum, to participate -- you know, to qualify for this program. You know, to -- at the beginning, to purchase a place.

Q And based on your research, is it your understanding that even with an additional $20,000 per year, you would have been below the income cap that you saw?

A Correct.

Q Okay.

A Do you want me to go into that?

Q No, that's okay.

Mr. Rice, during some of the years that you had a roommate, did you travel for more than two months in the year?

A I'm sorry. Could you repeat the question, please?

Q During some of the years that you had a roommate at 200 Brannan, did you travel for more than two months in the year?

A Yes, I did.

Q And did you have permission to travel for more than two months in the year?

A Yes, I did.

Q Who did you get that permission from?

A Well, as I mentioned earlier, I got that permission from Ms. Edith Horner at the San Francisco Redevelopment Agency.

Q Where were you traveling to?

A Austin, Texas.

Q Why Austin, Texas?

A Well, music has been a primary -- perhaps the primary passion in my life from a very young age. And when I moved -- earlier I spoke, you know, I moved back to San Francisco. One of the things I got engaged with besides playing the guitar and playing music, I got very involved with audio engineering. I took practically all of the recording arts classes at City College. And I became very skilled and educated on audio engineering stuff.

And in Austin, Texas, if you don't already know this, it's referred to as The Live Music Capital of the World. Music is coming out of everybody's ears and going into their -- it's just literally, like -- it's changing a bit, but that was, you know, this overwhelming activity, this industry at Austin, Texas.

And so I made like a six-day trip there in -- I think it was -- well, sometime earlier. You know, I heard about it. I had never been there. So I went there and visited, and it was as I described. You know, all these venues, live music all over the place. And a lot of musicians, a lot of -- of all types of music. And, of course, there's a lot of songwriting and recording records, all that kind of stuff.

So I had gotten really involved with audio engineering here, and I was, you know, putting on, like, you know, I

would -- I, myself, would organize little shows with people and often, sometimes, you know, put on like a musical event next to the Java House that I was speaking about earlier. And I also got involved with one of my classmates, he and another person were already doing this sort of stuff. So for a while the three of us worked together. And I really enjoyed that stuff.

But I was really getting into the professional level. And, you know, I wanted to pursue that more so. And Austin is where it was happening. And I often say that, you know, if you are a surfer and you want to go surfing, well, you go where the surf is. And in this case, I was really involved with music, so I went where the music is. Or was.

Q Earlier you said that you would go to Austin for more than two months in the year. Where would you stay when you were in Austin?

A Well, when I decided to go spend more time in Austin and actually, you know, get involved, you know, first I had to, you know, meet people and introductions, that sort of stuff. So that when I first went there to spend extended periods of time, I got an apartment for ten months.

Q And did you have a roommate while you were there?

A Yes, I did. For most of that time.

Q Okay.

A About -- I would like to add. So I got -- you know, I signed a ten-month agreement. I wasn't there for ten months.

My very first trip I'm speaking of, I went there for six months. And then after that, you know, I would go there for two or three months and I'd be back here for two weeks, three weeks, four weeks, a month, two months. And I was doing a lot of going back and forth.

Q Of the 13 and a half years that you lived at 200 Brannan, how many of those years would you say that you were traveling to Austin for more than two months of the year?

A That whole Austin experience, activity was for three years. It started -- I actually went there in, I think it was August of 2011. And I pretty much got -- had had enough, you know, was -- wound things down at the end of 2014. At which point, in 2014, I started -- I had a truck for all my equipment. And so I began -- had to make a couple of trips back and forth to move all my equipment and what other personal property I had with me there in Austin back to San Francisco.

Q Mr. Rice, when you are in a different city or state, like Austin, Texas, are you getting a mental health benefit from the roommates in your unit in San Francisco?

A I would say no, you know, not directly. I know that Dr. Lines -- you know, there is the aspect of, well, you know, there is somebody at my home and so forth. But with respect to what I was speaking about earlier, about, you know, not wanting to live alone, well, obviously, if I'm not there, that's not taking place.

Q So then, why did you have a roommate while you were gone?

A Well, my -- you know, again, I had permission to do this. I want to make this really clear. I had permission that I received from the San Francisco Redevelopment Agency. So my -- you know, so I didn't even think about these, you know, why this, why that.

It was like, well, this is my roommate, what am I supposed to do? I'm going to go to Austin for some period of time, so you've got to move out. And then what? I come back and then I've got to find another roommate. Well, I'm only going to be here for a couple months, and then you're going to have to move out; I'm going back to Austin.

You know, I didn't want to disrupt these other people's lives. And as far as -- you know, it's like, you know, so, obviously when I was there, that was very helpful to me, and there was a certain amount of peace or, you know, so yes -- or, you know, because I would communicate with them, you know, frequently, how are things going on, that sort of -- you know.

Q Did you travel anywhere else in the U.S. for an extended stay other than Austin, Texas?

A No. No, there was -- so once I went there, and then -- you know, I bought a truck there for my equipment and stuff. So about half the time that I would go there or come back, I would drive in my truck, and then approximately the other half of the time I would fly.

So about, in terms of going somewhere else, well, I was going -- you know, going through the places between here -- in my truck --

Q Right, right. Okay.

A -- between there and here, but I wasn't making trips to other places.

Q Got it.

Eventually did you also travel to Europe?

A I did.

Q And what years did you go to Europe?

A That was 2016 and 2017.

Q How many months of those two years did you spend in Europe?

A Well, it wasn't for two years. It was -- started in 2016, part of it. And then some more of it.

Q Okay.

A And then some more in the first part of 2017.

Q How many months total would you say you were in Europe for that stint?

A Total? I've got to think for a second.

Well, in total, over, like, an 18-month period was probably about 11 months or so.

Q Had you been to Europe before?

A No.

Q Had you taken a vacation abroad before?

A No.

Q Mr. Rice, would you still have been able to afford all of these trips if you didn't have a rent-paying roommate?

A Yes, I could afford to do the things that I did without a rent-paying roommate.

Q How were you receiving money? Or did you have money saved up?

A Well, as defense counsel (Indicating) brought to your attention, I receive VA benefits, and Social Security. I also inherited money from -- when my mother died. And my father died in 2016, and I inherited a good sum of money from him as well. So I had money. So the rent thing was -- contrary to defense's argument, the rent was not about the money.

Q When did you first become aware of the requirement to have written consent to have a roommate?

A In March of 2016.

Q How did you become aware of that requirement?

A Well, I was doing some housecleaning and rearranging in my walk-in closet that you saw a picture of earlier, you saw all those shelves. I had several boxes, I think about seven or eight boxes, file-size boxes (Indicating). You know, each one had various things, stuff in it. And so I was rearranging things, straightening things up, and organizing, you know, the placement of my boxes.

And, you know, obviously, I would -- you know, what's in

this box? I look inside, okay, this is whatever. Put this here.

And so one of the boxes, I looked in it and there's -- full of papers. There are all of these papers that were part of, you know, the purchase of my property, the mortgage, you know, all this stuff that if you -- for those of you that have ever owned a house or an apartment, you know, there's all this paper, all kind of different stuff. Big stack of paper. So all this paper was in this box. And so I was just kind of like, oh, you know, just sort of broadly kind of flipping through it. And there was one particular document that caught my eye, and that was the front page of the agreement, the Limited Equity Home Ownership Program, something, something, restrictions agreement.

And, you know, you know, earlier on, at the beginning, you know, it went to title, and a big stack of papers and, you know, the title offer says this, this, sign here, sign here, and this one here. You know, I did sign it. I, you know, obviously had seen it before. But, anyway.

So it caught my attention. I was not familiar with it. Because I never, you know, really looked at it. Never studied it. Never read it.

So I'm looking at it, and just kind of, you know, flipping through the pages. And I get to whatever page that is and I see this section "Restrictions." So I'm looking at it and I

see where it says, as defense's counsel put up on the screen for you, where it says -- I think it says: Owner shall not lease his unit or -- or a portion thereof, without prior written consent.

I saw that.

Q Was that the first time that you had read that provision?

A Yes.

Q What did you do when you became aware that you needed to have written consent to have a rent-paying roommate?

A Well, I immediately reached out to Ms. Edith Horner, who at that time was -- when she was at the San Francisco Redevelopment Agency, that was a State of California agency. So that closed. And so she left the employment of the State of California and became an employee of the City, I think working in the controller's office or something like that. So I reached out to her through email, I had a couple emails for her and --

Q If you could look at Exhibit 26 in your binder.

A What section?

Q 26.

Do you recognize this document as an email thread between you, Ms. Horner and a Ms. Garrett Smith?

(Witness examines document)

A Yes, I do.

Q Mr. Garrett Smith, if I accidentally said "Ms. Garrett

Smith." Okay.

A If you give me a second here, this binder is not -- is -- I got a -- I've got to get it to work here.

MS. LEE: I offer Exhibit 26 into evidence.

MS. ROSENBLIT: Objection, hearsay.

THE COURT: It's party admission. Right? So, I mean --

MR. ROLLAN: But he's using it --

THE COURT: It has operative legal effect.

MS. LEE: We're not intending to use this to show the truth of the matter. We are using it to show that he reached out to Edith Horner and Garrett Smith.

THE COURT: All right, so it is admitted. It's not hearsay if it's not there. And it's also, it's being sent to somebody in San Francisco, so to the extent that it's a San Francisco person with authority, it comes in as that party's admission and then the -- whatever Mr. Rice says on it is not admitted for the truth, just for the fact of it having been communicated.

Okay, it's admitted.

(Trial Exhibit 26 received in evidence.)

MS. LEE: Okay, thank you.

THE COURT: Exhibit 26 is admitted.

(Document displayed)

BY MS. LEE

Q Mr. Rice, if you could flip to Page 3?

A Okay.

Q And start at the bottom. There is a -- there is an email from you to Ms. Horner on August 4th, 2015. Do you see that?

A I do.

Q And it says, you say (As read):

"Hi Edith,

"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."

Do you see that?

A I do.

Q And then you say (As read):

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

"Thank you and have a nice day.

"Allison."

A Right.

Q Did you write this?

A I did.

Q Okay. And then, earlier you said that Ms. Horner gave you

permission to travel for more than two months in the year, right?

A That's correct.

Q So why are you asking for permission again?

A Well, this is when, as you may recall, Dr. Lines testified that one of my roommates, probably the most significant roommate I had, we became really good friends. And he's from Budapest, Hungary. He was here studying his -- you know, developing and improving his English-speaking skills. And during the time, he stayed at my place as one of my roommates, and we became friends. And he invited me to come to Budapest and visit.

And, you know, I had never been to Europe before and I thought, well, God, you know, this will be great. And so this was when I was going to -- this, I would really like to do this. I'm going to be leaving the country, you know, almost to the other side of the planet, you know; I'd better make sure that it's okay for me to go.

Q And then Ms. Horner responds to you within the hour in the email right above that.

A Yes.

Q And she says (As read):

"I am not able to answer your question because I'm no longer in the San Francisco Redevelopment Agency, I'm currently working

in the San Francisco Controller's Department.

Gwen Sebay and Garrett Smith might be able to help you."

Do you see that?

A I do.

Q And then the next email after that, on the page before.

A Yes.

Q Mr. Garrett Smith emails you and says (As read):

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

Do you see that?

A I do.

Q Who is Mr. Garrett Smith?

A Mr. Garrett Smith was somebody that worked at the Mayor's Office of Housing.

Q And what was your understanding as to why you were being referred to someone from the Mayor's Office of Housing?

A Well, you heard in previous testimony that in 2012, the San Francisco Redevelopment Agency -- in fact, all of the redevelopment agencies in the State of California -- were closed down. There was -- the then-Governor Jerry Brown did a big revamping of the government, so he closed -- one of the things he did was close all the redevelopment agencies.

When that happened, in 20 -- I believe in 2012, the -- what they refer to as the assets of the redevelopment agency,

San Francisco Redevelopment Agency, were transferred to the Mayor's Office of Housing and Community Development.

So what that means is whereas previously the redevelopment agency was the administrating agency of the program I was in, the Limited Equity Home Ownership Program, subsequent to them closing, the Mayor's Office of Housing and Community Development became the administrating agency of the program.

Q Okay. So you had to talk to the new people in charge.

A Correct.

MS. LEE: If we could blow up the next email from you to Mr. Smith.

(Document enlarged)

BY MS. LEE

Q That evening you responded to Mr. Smith, and you told him about your phone conversation with Edith around 2008 or 2009. Do you see that?

A Yes, I do.

Q And you say that --

(Document displayed)

(Reporter clarification)

BY MS. LEE

Q And then in the next paragraph you say that you are thinking of traveling to Europe for an extended period of time. Do you see that?

(Witness examines document)

A Yes, I do.

Q Okay. And in this email, do you tell Mr. Smith that you are a 100 percent service-connected disabled veteran?

A Yes, I do.

Q And you copied Ms. Horner on this email?

A Um, yes, I did.

Q Is there a response from Mr. Smith to you on this thread?

A No.

Q Did you try calling Mr. Smith?

A I did.

Q Did you reach him?

A I got his voicemail.

Q And did you leave a voicemail?

A I did.

Q Did you mention your request for a roommate that you had made to Ms. Horner?

A In a subsequent voicemail message, I did.

Q Okay. The last email on this thread at the top is from you to Ms. Horner, dated March 23, 2016, and the subject is "Help please."

Do you see that?

A I do.

Q Is that the day that you found the written consent provision while you were rearranging your boxes?

A It is.

Q And you tell Ms. Horner in the first sentence (As read):

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

Do you see that?

A I do.

Q And then you say (As read):

"I'm a very honest person..."

(Reporter clarification)

MS. LEE: Sorry about that.

BY MS. LEE

Q And then you say (As read):

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

Do you see that?

A That's correct.

Q And then you mention her giving you permission to travel more than two months per year, and to have a roommate.

A That's correct.

Q Do you see that?

A I do.

Q And then the fourth paragraph says (As read):

"Recently I've been looking over the BMR paperwork and contract, and I see that I need written permission to have a roommate. And, as I mentioned, I want permission to travel

more than two months per year."

Do you see that?

A I do.

Q And then you say (As read):

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

A That's correct.

Q Mr. Rice, did Ms. Horner write a letter to the Mayor's Office of Housing, as you requested?

A Not to my knowledge. And I never heard from her again.

THE COURT: Okay. We are at our 90 minutes, so is that an okay place to stop?

Do you have another question on this document? If not, we will take a short break.

MS. LEE: Yeah, that's fine.

Actually, let me just make sure I have no more questions on this.

If I could just ask two more questions.

THE COURT: Okay.

BY MS. LEE

Q By this time in March of 2016, you had already been living

with roommates, with Ms. Horner's permission, for about seven years; is that right?

A Yes.

Q And had you ever had any issues with the SFRA saying that you couldn't have roommates or charge rent?

A No.

Q Did you ever consider just not mentioning the written consent requirement, just putting that box back in your closet?

A No. That's not something I would do.

Q Okay.

MS. LEE: I think now's a good time for a break.

THE COURT: Okay. We're in recess. We're off the record.

(Recess taken from 4:34 p.m. to 4:50 p.m.)

(The following proceedings were held in the presence of the Jury)

(Off-the-Record discussion)

THE COURT: On the record.

THE COURTROOM DEPUTY: Here we go, we're on.

BY MS. LEE

Q Okay. Mr. Rice, after those emails with Ms. Horner, Mr. Smith and the phone calls that you tried to make to Mr. Smith, did you make any additional attempts to get written consent?

A Yes, I did.

Q Did you talk with your doctor about the request?

A I did.

Q What year was that?

A September of 2017.

Q And what did you tell Dr. Ludwig -- is that the doctor that you talked to?

A Yes.

Q What did you tell Dr. Ludwig, and what did she say?

A I -- one of my appointments with my doctor, Dr. Ludwig, I explained the situation with her, and that I needed to get this written consent. And I told her my history of the property, the roommates and so forth.

And I asked her if she would write a letter of recommendation for me. And she readily agreed, and she did.

Q Okay. If you could please turn to Exhibit 51 in your binder. Do you recognize these emails --Oh, sorry, I actually don't have my binder.

Okay. Do you recognize these emails between you and Ms. Sandra Gates-Anderson in October 2017?

A I do.

MS. LEE: I offer Exhibit 51 into evidence.

MS. ROSENBLIT: No objection.

THE COURT: Exhibit 51 is admitted.

(Trial Exhibit 51 received in evidence.)

(Document displayed)

BY MS. LEE

Q Okay. Who is Ms. Sandra Gates-Anderson?

A Well, she worked at the Mayor's Office of Housing. I think she had something to do with processing the requests for loan approvals.

Q And this top email is dated October 19, 2017?

A That's correct.

Q And this is about a month after you talked to Dr. Ludwig about writing a letter, is that right?

A Well, it's more than a month after I talked with her, but Dr. Ludwig wrote a letter dated September 19th.

Q Okay. And about halfway down the page, this is an email from Ms. -- Ms. Gates-Anderson -- from you to Ms. Gates-Anderson and Sean Fitzgerald with the subject, "Regarding approval of refinancing and roommate issue."

A Yes.

Q Who is Mr. Fitzgerald?

A He was the loan officer with First Republic Bank. That's who I eventually worked with for the purpose of refinancing my mortgage.

Q Were you trying to refinance your unit at this time?

A Yes.

Q Had you refinanced your unit before?

A Once before, in 2019.

Q And did you have any issues with that first refinancing?

A No.

Q Okay. You're also trying to sort out your roommate situation in this email, right?

A Yes.

Q And you tell Ms. Gates about your phone call with Ms. Horner around 2008 or 2009, in the first paragraph?

A Yes.

Q And you tell her you did not know about the requirement for written consent at the time?

A That's correct.

Q And then you forward the emails that you had with Ms. Horner and Mr. Smith that we just saw earlier?

A That's correct.

Q And you also tell her about the letter from Dr. Ludwig and attach it to this email?

A That's correct.

Q At the end of this email -- sorry, at the bottom of the page, you also asked to talk with Ms. Maria Benjamin?

A What page are we on?

Q This is just the bottom of the first page of that exhibit.

A Oh, yes.

Q Who is Ms. Maria Benjamin?

A Ms. Maria Benjamin at that time, I believe, was the director of the affordable housing programs. My intention was actually to speak with the director of the Mayor's Office of

Housing. That's who I thought Ms. Benjamin was, but --

Q Why did you want to talk to the director?

A Well, I wanted to rectify this situation of my, you know, not having the permit, the written consent, for me to have the accommodation of a rent-paying roommate.

Q And then at the bottom of this email, you asked for them to approve your refinancing request? You say (As read):

"In the meantime, please approve the refinancing..."

A Yes, yes, yes, yes, yes.

Q "...as soon as possible."

And then if you go back to the first page, Ms. Gates-Anderson responded to you, right? At the top?

A Oh, yes, at the top, yes.

Q And she tells you that your information has been forwarded to the compliance department. Do you see that?

A Yes.

Q She doesn't tell you why or give you any other information?

A Correct.

Q Did you understand what it meant for your information to be forwarded to the compliance department at this time?

A Well, I had an idea that, you know, it was probably about my lack of written consent, and that my -- you know, the -- I am sure they must have received the letter from my doctor by

this point in time, so I didn't know any of the -- you know, exactly what details was going on, but obviously it seemed to me that's what's taking place.

Q Okay. If you could please turn to Exhibit 16 in your binder.

A One more time?

Q 16. 1-6.

(Request complied with by the Witness)

A Okay.

Q This is a letter titled "Action required," right?

A Yes, it is.

Q And this is a letter that you received from the Mayor's Office of Housing and Community Development?

A It is.

MS. LEE: I offer Exhibit 16 into evidence.

MS. ROSENBLIT: No objection.

THE COURT: Exhibit 16 is admitted.

(Trial Exhibit 16 received in evidence.)

(Document displayed)

BY MS. LEE

Q This letter is dated October 26, 2017. Is that correct?

A That is correct.

Q It's about a week after you received that email from Ms. Gates-Anderson saying your information had been moved into the compliance department?

A That's correct.

Q And on the top right, do you see it says "Edwin Lee, Mayor," and "Kate Hartley, Acting Director"?

A Yes.

Q Okay. In the second paragraph, this letter refers to Section 6.1 of the agreement that I think opposing counsel had put up on that board, saying that you are prohibited from leasing the property or a portion thereof without the agency's prior written consent?

A That's correct.

(Document displayed)

Q And then it says it (As read):

> "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."

Do you see that?

A I do.

Q Who brought this to MOHCD's attention?

A Well, it was my understanding that they had received the letter from my doctor, so they had to have been informed of it then. I don't know if any of my earlier communications ever got through or not, but --

Q Okay. And the next sentence says (As read):

> "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."

Do you see that?

A Yes, I see that.

Q This letter then says you're in direct violation of the agreement, which constitutes a default?

A I see that.

Q It also acknowledges the letter from Dr. Ludwig. Is that right?

A It does.

Q And then it says you may have roommates without charging rent.

A It does say that.

Q And then in the last paragraph, the letter says that you must terminate any lease and submit evidence that you have terminated that lease in a notarized declaration by no later than 5:00 p.m. on November 2nd, 2017.

A That's correct. That's what it says.

Q That's one week from the date of this letter?

A That's correct.

Q Did you have an ongoing roommate lease at this time?

A I did.

Q And did you terminate their lease within a week and submit that evidence to MOHCD?

A I did. We terminated on October -- effective October 31st, midnight, October 31st.

Q Did you kick that roommate out?

A I did not.

Q Did you offer them a free place to stay?

A I did. This was a very nice person, a woman. We got along really well. It was very enjoyable to me, you know, just as a friend. I never had any involvement with any of my roommates otherwise. And she was really nice.

And at that time that I received this, and after I read it, as far -- you know, my belief was there was something that got lost in the communications. The Mayor's Office of Housing wasn't understanding something, and, you know, I really felt that, you know, look, we need to meet and talk about this and we'll resolve this, you know, relatively soon. So I did not want her to move out. I enjoyed that she was there, and so forth.

So I told her, I said, look, you know, I got in -- obviously, when I got this, I told her about this issue. But then I went on and told her, I said: Look, I'm going to work this out, but in the meantime, you know, I would like you to stay and you can stay rent-free. At least until I work this out.

Q And did she stay?

A No, she did not.

Q Why not?

A Well, she expressed to me -- I can't remember her exact words, but she felt very nervous about this situation. And my presumption is, you know, that she perhaps felt that she might get in trouble or something, which was not the case. But she didn't know that, and, you know, I understood that. And so I said okay, but, you know.

Q Okay. So she --

A I couldn't keep her there, you know.

Q She left?

A She did leave.

Q Okay. The last letter of this email says that: If you fail to contact our office by this date, MOHCD may take enforcement action against you. Do you see that?

A Yeah, I see that.

Q What did you understand enforcement action (Indicating quotation marks) to mean?

A Some sort of significant legal action.

Q Okay. If you could please turn to Exhibit No. 33 in your binder.

A Okay.

Q Do you recognize this as an email that you wrote to Ms. Cissy Yin on October 27, 2017?

A I do.

Q And Ms. Yin works at MOHCD?

A Yes, at that time she was the compliance manager.

Q Okay.

MS. LEE: I offer Exhibit 33 into evidence.

MS. ROSENBLIT: No objection.

THE COURT: Exhibit 33 is admitted.

(Trial Exhibit 33 received in evidence.)

(Document displayed)

BY MS. LEE

Q Mr. Rice, you sent is this email to Ms. Yin the day after you received that action required letter. Right?

A That's correct.

Q And you also copied Maria Benjamin on this email?

A That's correct.

Q In the first paragraph, you tell them (As read):

"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."

A Correct.

Q Were you still trying to get written consent to have a roommate with this email?

A Yes, of course.

Q Okay. If you could please turn to Exhibit No. 21.

This is an email from you to Ms. Horner on October 29, 2017.

A Yes.

Q Is that right?

A That's correct.

Q This is two days after you emailed Ms. Yin and Ms. Benjamin, as we just saw?

A That is correct.

Q Okay.

MS. LEE: I offer Exhibit 21 into evidence.

MS. ROSENBLIT: One moment.

Objection, hearsay.

THE COURT: So it's an email that is being written to show that it was communicated, not for the truth of any matter. And it's being written to somebody at the City and County of San Francisco who was involved in the decision. I think it comes in as part of the pattern of interaction.

MS. ROSENBLIT: Your Honor, just for clarity, this individual was not part of the decision, and I believe the testimony was that she worked with the controller's office, which is not the Mayor's Office of Housing and Community Development.

MS. LEE: We are bringing in Mr. Rice's email to show that he communicated to Ms. Horner and that she didn't respond. We're not bringing any of this in for the truth of the matter.

THE COURT: The reality is that she's on your witness list and they can have her authenticate the email tomorrow, so

I'll let it in provisionally. I don't see any -- for the fact that it was communicated.

MS. LEE: Thank you.

(Trial Exhibit 21 received in evidence.)

BY MS. LEE

Q Mr. Rice, if we could have Exhibit 21 put up on the screen, this is the email that you sent to Ms. Horner after you received the action required letter. Correct?

A That's correct.

Q And you tell her that you are having issues with MOHCD and you might need a lawyer?

(Document displayed)

A Yes.

Q And you tell her that your position hinges on a very significant, a very, very significant conversation you had with her in 2018 (sic), early 2009?

A Yes, that's correct.

Q And all you get in response to this is an automatic out-of-office email, correct?

A That's correct.

Q You never got a response from Ms. Horner on this?

A No, I never heard from her again. Well, I never heard from her again from the year or so before that.

Q If you could turn please to Exhibit No. 35.

A Okay.

Q Do you recognize these emails between you and Ms. Yin in November of 2017?

A I do.

MS. LEE: I offer Exhibit 35 into evidence.

MS. ROSENBLIT: No objection.

THE COURT: Exhibit 35 is admitted.

(Trial Exhibit 35 received in evidence.)

(Document displayed)

BY MS. LEE

Q The top email is from Ms. Yin to you on October 7th. And she says (As read):

"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."

Do you see that?

A I do, that's correct.

Q And then she says (As read):

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

A Yes.

Q What did you understand that to mean?

A Well, they had put a hold on my effort to refinance my property, the way that I felt at that time, considering the language in the action required letter, I felt that they -- these were my words -- that they were holding my refinancing hostage to, you know, encourage me to comply with their demand.

Q Okay. And then at the bottom of Ms. Cissy Yin's email, below her signature she includes three links to three articles. Do you see that?

A She does. I do.

MS. LEE: If we could have that blown up on the screen.

(Document enlarged)

BY MS. LEE

Q The email says that two of them are press releases on lawsuits that were recently filed and served on BMR cases?

A Yes.

Q Did you click on these links and read the articles?

A Yes, I did.

Q And how did it make you feel when you read the articles?

A I felt very threatened. I felt that there was at least an attempt to identify or accuse me of being a housing cheat or a housing fraudster, which I was not, and I have never been. And -- but primarily I felt very threatened by these -- this information.

Q Okay. We saw earlier that you asked in your email to

Ms. Gates-Anderson to speak with Ms. Maria Benjamin, is that right?

A Yes, yes.

Q And that was in October, 2017, before you had received the action required letter?

A I'll take your word for it. I don't have it in front of me at the moment. What, what --

Q That's all right. If you could turn to Exhibit No. 23 in your binder.

A 23. Okay.

Q Do you recognize this as an email that --

A Yes, I do.

MS. LEE: I offer Exhibit No. 23 into evidence.

THE COURT: Okay. Exhibit 23 is admitted.

(Trial Exhibit 23 received in evidence.)

MS. ROSENBLIT: No objection.

(Document displayed)

BY MS. LEE

Q Okay. So this email is dated January 13, 2018.

A That's correct.

Q And you are emailing Ms. Benjamin, is that correct?

A Correct.

Q At this time were you still living in your unit at 200 Brannan?

A I was.

Q In January of --

A Yes, I -- I made a very long, super sincere effort to resolve this issue.

Q And you wrote to Ms. Benjamin saying you understood she was the person in charge (Indicating quotation marks)?

A Correct.

Q And you wished to sit down face to face with her to explain your disability?

A Yes, yes.

Q And you asked to meet her in person as soon as possible. Is that right?

A That is correct.

Q And did you receive a response to this email?

A I did not.

Q Okay. If you could turn to Exhibit No. 40.

Do you recognize this email?

A I do.

MS. LEE: I offer Exhibit 40 into evidence.

MS. ROSENBLIT: One moment.

No objection.

THE COURT: Exhibit 40 is admitted.

(Trial Exhibit 40 received in evidence.)

(Document displayed)

BY MS. LEE

Q This is an email you sent to Ms. Benjamin four days later.

Right?

A That's correct.

Q And you say you left her a voicemail that morning?

A I did.

Q You then asked for more detail on what specific accommodations MOHCD could make available to you to accommodate your disability?

MS. ROSENBLIT: Objection, leading.

THE COURT: I'll -- I think you can lead on foundation. And just, it's not as -- I always say Judge Alsup always says "Lead until it matters," and I don't think it matters here. So I'll allow a little leeway, because I know you are trying to get through --

MS. LEE: Yes.

THE COURT: -- the testimony. Thank you for that.

MS. LEE: Thank you.

BY MS. LEE

Q And you tell her the situation is very stressful for you, and has impacted you have negatively?

A That is absolutely correct and true.

Q And then you say that you've placed your unit up for sale because you are desperate for some relief?

A Absolutely. Totally. This is extraordinarily -- super extraordinarily stressful for me.

Q Did you get a response to this email?

A I did not.

Q Okay. If you could turn to Exhibit No. 41.

Do you recognize this email?

A I do.

MS. LEE: I offer Exhibit 41 into evidence.

THE COURT: Exhibit 41 is admitted.

(Trial Exhibit 41 received in evidence.)

(Document displayed)

BY MS. LEE

Q Okay. This is an email that you sent as to Ms. Benjamin the next day, correct?

A Correct.

Q And you say that you left her another voicemail that day?

A That's correct.

Q And you again tell her that you are selling your unit, but want to discuss possible better routes to take?

A That's correct.

Q You tell her that her unresponsiveness is exacerbating your mental condition. Right?

(Witness examines document)

A Correct.

Q And then you ask her to respond, even if it's just to let you know that she's received your request?

A Yes. Yeah. I was not getting any response, I was being ignored and, yeah, just to get a response would really, you

know, help me.

Q Did she email you back?

A No, she did not.

Q Did she ever meet you in person?

A No, she did not.

Q Did she call you?

A She called and left me a message informing me that she was available for a phone call, if I recall correctly, at the time that she left me the message, that morning. I -- I didn't have a smartphone or anything at that time, so I didn't see anything until I would be at my computer. So when I saw that later that day, it was, like, in the evening.

Do you want me to go on?

Q Why don't I ask you another question.

A Okay.

Q On that call, did she ask you why you felt like you needed to be able to charge your roommates rent?

A You mean the message that she left me?

Q No, when you ended up talking to her on the phone.

A Oh, so the next day I did call her, she answered the phone, and we engaged in an approximately 23-minute conversation.

Q Okay. And did she ask you why you felt like you needed to be able to charge rent?

A Not to my memory. I have no memory of that.

Q Did she give you any other alternatives to charging your roommates rent?

A I have no memory of that.

Q Did Ms. Benjamin offer to have any more conversations with you after that call?

A No. That was literally -- we're talking about three months into this ordeal and, you know, I was falling apart, psychologically. And that was really like my last effort to resolve this issue with the Mayor's Office of Housing, you know, let's get together, let's, you know -- but they were overwhelmingly unresponsive, and we never really had the appropriate type of communication to resolve it.

And, I'm sorry, your question?

Q That's okay, I think you answered my question.

A Okay.

Q If you could turn to Exhibit No. 10 in your binder.

(Request complied with by the Witness)

Q Are you familiar with this document?

A I am.

Q How are you familiar with this?

A Well, so there came a point in time, as you've already been informed --

Q Sorry, let me actually first ask, what is this document?

A It is guidance on reasonable accommodations under the Fair Housing Act, produced by the Department of Justice, with the

Department of Housing and Urban Development.

Q Okay.

MS. LEE: I offer Exhibit No. 10 into evidence.

MS. ROSENBLIT: As long as it's the -- the agreed-upon version, no objection.

MS. LEE: I believe so, yes.

THE COURT: The version I have is -- it is admitted, subject to that. You can chew up the process, but double-check but I was pretty clear on what comes in.

(Trial Exhibit 10 received in evidence.)

(Document displayed)

BY MS. LEE

Q Okay. How did you find this document?

A Well --

Q Just where? Was it online?

A Oh, I found it at the Department of Housing and Urban Development website.

Q Okay. And was this when you were researching your fair housing claim act?

A Yes. There came a point in time where, you know, I was -- started to research, because I was completely ignorant of all of this stuff, I started to research what are the laws and regulations involved in this situation.

Q Okay. Thank you. If you could turn to Exhibit 152 in your binder.

(Request complied with by the Witness)

Q Is this a letter that you received from Sean Fitzgerald on October 4, 2017?

MS. ROSENBLIT: Your Honor, one moment.

THE WITNESS: Well, you know --

MS. ROSENBLIT: Sorry, that's 152?

MS. LEE: 1-5-2.

THE WITNESS: It is a letter from Sean to me. I have no memory from that time period of receiving this. When I did the re- -- you know, the financing, I --

BY MS. LEE

Q Sorry. Actually, Mr. Rice, if I could just ask you, is that your name at the top of the letter?

A It is.

Q And is that your address?

A It is.

Q And the letter is addressed to you?

A It is.

MS. LEE: Okay. I offer Exhibit 152 into evidence.

MS. ROSENBLIT: No objection.

THE COURT: All right. 152 is admitted.

(Trial Exhibit 152 received in evidence.)

(Document displayed)

BY MS. LEE

Q Okay. This letter starts off by saying (As read):

"Dear Allison,

"First Republic Bank is pleased to inform you that your application for a residential mortgage loan on the above-referenced property has been approved."

Do you see that?

A I see that.

Q And then it says (As read):

"The consummation and funding of the loan are subject to the following terms and conditions."

A Correct.

Q If we go to the bottom of the page ending 3598. Do you see, No. 5 says (As read):

"Receipt and satisfactory review of a written appraisal for the property showing a minimum 'as is' value of $890,000 is required."

A I see that.

Q It then says -- did you get an appraisal showing a value of $890,000 or more?

A Well, there was an appraisal that took place, but the bank or, you know, the First Republic Bank took care of all of that stuff.

Q And did you complete this refinancing and receive the loan?

A I did.

Q When did that --

A Refinancing.

Q When did that go through?

A It funded on December 5th of 2017.

Q And when did you first start the process of trying to refinance?

A I actually started my effort to refinance my then-existing mortgage in the early part of 2016. There were a lot of problems with finding a Mayor's Office of Housing and Community Development-approved lender. It just took a long time.

In the early part of, as I recall right now, the early part of 2017, I finally connected with some people, and Sean Fitzgerald was the person I ended up working with. And so it really took almost two years before I was able to accomplish refinancing my mortgage.

Q Okay. I want to talk briefly about damages in the case, and your life after you sold this unit.

You live in Austin, Texas, right now. Is that correct?

A Yes. That's correct.

Q And do you intend to move back to San Francisco?

A That is correct.

Q Can you please describe any expenses that you had to incur due to the City's denial of your request?

A Well, there were moving expenses. I -- in the -- you have

to try to -- you know, I was -- became a seriously distressed and -- just kind of sort of fell apart. And so when I actually did the moving, I just couldn't deal with all the stuff that I had. I gave a lot of stuff away. I sold a few things for hardly anything. So I -- you know, I had -- you know, I incurred some losses with respect to personal property that I just gave up.

I am probably forgetting a couple of things because, you know, we're under pressure here, so, but yeah, there were, you know, obviously, some --

Q Was it moving expenses and then personal property? Is that --

A Personal property.

Q -- correct?

Could you just give me a description of the kinds of personal property that you lost?

A Well, all my furniture. Now, a few of the things, as I mentioned, I sold for very little money. You saw some of what was my furniture in the photos the person that purchased the property, you know, I obviously offered to her, and the things that you saw in the photos, she purchased from me. I don't remember the exact amount of money, but it was, you know, not very much, compared to the value of the property.

Some of the furniture I had, I gave away. I gave away a lot of the clothes that I had. In particular, I had a -- I was

really involved in music, I had a really large CD collection. About 300 CDs, weighed a lot of -- I just gave those away to people that I knew. I said: Look, you know, I can't deal with all this stuff here, so a bunch -- just take it, they're yours. You know, Merry Christmas.

You know, sorry, I'm a little -- there's so much to think about.

Q That's okay.

Did you have anything other than the -- I think you mentioned clothes, furniture, your CD collection.

A Well, the question is the expense of getting to Austin, and I don't know if this would be part of it, but, you know, I initially was, you know, living in hotels. You know, during all this time I'm hoping to, somewhere, somehow, with somebody, you know, resolve this issue.

Q Uh-huh.

A So I -- I don't know where else to go right now.

Q That's okay. I think you answered the question.

A Okay.

Q Mr. Rice, when you filed this lawsuit, were you represented by lawyers?

A No, I was not.

Q Did you represent yourself?

A I did.

MS. ROSENBLIT: Objection, relevance.

THE COURT: I'm a little -- I'm --

MS. LEE: Uh --

THE COURT: I think, briefly.

MS. LEE: It would be very brief.

THE COURT: Yeah, it's because of the damages issue.

MS. LEE: Yes.

THE COURT: So I'll allow it very modestly. I think you have kind of made your point.

MS. LEE: Okay.

BY MS. LEE

Q Today you clearly have a few lawyers and myself representing you. How did you go about getting legal counsel?

MS. ROSENBLIT: Objection.

MS. LEE: I'm sorry.

BY MS. LEE

Q What year did you get legal counsel?

A My legal counsel --

THE COURT: Just, just the year, just --

THE WITNESS: Oh, I'm sorry.

THE COURT: You know, just what year.

THE WITNESS: '21, 2021.

THE COURT: We can kind of look at the docket sheet and say --

BY MS. LEE

Q How long --

MS. LEE: Sorry --

THE COURT: I think it's fine. I'm sure we could look up on the docket sheet when you did your entry. And I can -- we can just say it on the record. Why don't we just handle it that way.

BY MS. LEE

Q How long did you handle this case by yourself for?

A Well, obviously, from the -- when it originated, in October of 2017, until 2021.

Q Is that about a year and a half?

A Are you talking about the litigation? Or the whole thing?

Q The litigation.

A Oh. The litigation. So I filed my original complaint in July of 2019. So two years, with respect to the litigation, I was representing myself.

Q Mr. Rice, why is this lawsuit so important to you?

A I used to own a beautiful home. It's the property that we're talking about here. I lived there for 13 and a half years. And when I use the word "home," I mean every aspect of what "home" means. What is home to -- a real home, a person thinking, what is home to anybody?

It was very meaningful to me. This 13 and a half years was the most stable period of my life, before or since. Especially during the time period where I had roommates, I made a lot -- well, I made a lot of progress with my therapy

throughout this whole time.

And the roommates, because of our -- the relationships, that's what was important was these relationships. And, you know, with good relationships under appropriate circumstances, appropriate conditions, all that sort of stuff, compatible people, it had an extraordinarily positive effect on my life.

Things -- I really progressed and was doing well, especially, you know, the further I got along. So within the -- like, in particular, like the last three or four years or so, everything was really great. It was coming together. I was feeling the best I've ever felt in my life. I was obviously a part of a community. I had a home, it's my hometown. This -- this -- this whole package, this whole realm.

And however, due to, as I allege, the misconduct of the Mayor's Office of Housing and Community Development employees, that all got literally and figuratively completely obliterated. And I have been trying to obtain and find resolution ever since. And that's what I hope to find, and hopefully be restored.

Q And how much are you asking the jury to award you to compensate you for your claims?

A I am leaving it up to you to decide. Well, first of all, I'm not an -- I believe it's called an "actuarian," you know, a type of person that calculates these sort of complicated things

in a person's life and all that sort of thing.

So I don't actually know what is an appropriate amount. I'm trusting to you make that -- just figure that out and make that decision.

MS. LEE: No further questions.

THE COURT: Okay. All right. So we will just stop there today.

So, a quick reminder of the jury instruction I gave you on Friday, that -- and you are not -- you shouldn't talk about the case with each other or anybody else. I don't expect that you will find any media coverage or anything like that, but if you were, not supposed to look at it. And I guess the key thing is no independent research.

You will have plenty of time to do all those things later, but not -- you know, right now, everything comes in through the courtroom and only the courtroom. And I appreciate you respecting that rule, and me telling you how important it was.

All right. Court is in recess and we will see you all tomorrow. Hopefully the commute is better than it was with your experiences this morning. I know it was really grim. Usually it's not bad two days in a row, but knock on wood.

(Jury excused)

(The following proceedings were held outside of the presence of the Jury)

THE COURT: Make sure you go through your exhibits

because it's Karen tomorrow, not Rose. And so go through your exhibits tonight just to make sure with Rose here just to double-check. She may want you to do it tomorrow and say she can do it tomorrow, but just make sure you touch base with her on that point. And look at your jury instructions tonight, read them through tonight and think about what you want to do and we will figure it out as we see how the trial day goes in.

I wonder, four hours and 24 minutes left on that clock for the plaintiffs? I wonder if we -- didn't I say, wasn't that the time I said before?

MS. JIAM: Yeah, according to us, we've got three hours and 50 minutes.

THE COURT: Three hours and 50 minutes, exactly, so, okay.

MS. ROSENBLIT: 5-0?

MS. JIAM: 5-0.

THE COURT: Three hours and 50 minutes left, and then you've got 6:44 on the clock.

Okay. All right, see you guys tomorrow.

MS. LEE: Thank you.

THE WITNESS: Thank you.

THE COURT: You doing all right, Mr. Rice?

THE PLAINTIFF: Yes, Your Honor. Thank you very much.

THE COURT: All right. I know -- all right.

(Proceedings concluded)

I N D E X

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16		301	2
21		308	2
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I N D E X

E X H I B I T S

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Wednesday, June 21, 2023 **8:37 a.m.**

P R O C E E D I N G S

oOo

(The following proceedings were held in the presence of the Jury)

THE COURTROOM DEPUTY: All rise for the jury.

THE COURT: All right, you may be seated. As soon as Karen gets back to the podium, we will begin.

I think I told the jury, though, but my normal CRD is on vacation. So you probably wouldn't know any better, but we've got different people. I think you have already met Karen this morning.

So we will go on the record now.

THE COURTROOM DEPUTY: Okay. We are calling Case No. 19-CV 4250, Allison Barton Rice versus the City and County of San Francisco, et al.

THE COURT: All right. Ms. Rosenblit.

ALLISON BARTON RICE, PLAINTIFF, PREVIOUSLY SWORN

CROSS-EXAMINATION

BY MS. ROSENBLIT

Q Good morning, Mr. Rice.

A Good morning.

Q In October, 2004, you purchased a condominium at 200 Brannan Street, through San Francisco's Limited Equity Home Ownership Program. Is that right?

A That's correct.

Q And you purchased that unit for a below-market price?

A That is correct.

Q You paid $152,523 for your condo, right?

A That's almost correct. I also, um, paid an additional approximately $5,000 for some upgrades.

Q Your condo was a one-bathroom, one-bedroom, is that correct?

A That's correct.

Q With two stories, correct?

A Two floors, two stories, yes.

Q You had an end-unit washer and dryer, right?

A Correct.

Q And a walk-in closet.

A Correct.

Q Prior to your purchase of this affordable unit you had to enter a lottery, right?

A That's correct.

Q And you won that lottery?

A Well, I placed high enough in the lottery that I was offered a BMR.

Q And as part of this application process, you had to submit financial information, right?

A That is correct.

Q You had to what we call "income-qualify" for your

affordable unit, right?

A That is correct.

Q You testified yesterday that the San Francisco Redevelopment Agency provided an orientation, right?

A That's correct.

Q You remember at the orientation they went over two things a lot.

A That's correct.

Q First, that you cannot lease out your unit and not live there, right?

A Well, that's correct, but what I remember was you could not live there, meaning, like, not live there any at all, you know. And, and -- and, could not -- I mean, not live there any at all like you live -- totally live somewhere else as a primary residence, and at the same time, rent out the place.

Q So you remember that they told you could not lease your unit and not live there. Right?

A Yes, but I want to be clear about the not living there. As I understood it at that time, they were talking about, you know, you couldn't purchase it strictly as an investment property where you don't live there any at all.

Q And you recall the other thing was that you needed to live there at least ten months a year. Right?

A That is -- the actual thing was that it had to be your primary residence, which they defined or is defined as you

actually live there, or, or are there, ten months out of each calendar year.

Q And between entering the lottery for your affordable unit and the close of escrow on that unit, you had somewhere between four and ten face-to-face meetings with folks at the San Francisco Redevelopment Agency, correct?

A I don't remember. I had --

Q Okay.

A You know, I met people throughout, the whole time. But I don't remember what number that was.

Q All right.

MS. ROSENBLIT: Your Honor, I would like to -- well, first let me say --

BY MS. ROSENBLIT

Q Mr. Rice, do you remember that I took your deposition --

A Absolutely.

Q About a year ago or so?

A Yes.

Q And you remember you took an oath to tell the truth at that deposition.

A Absolutely. I took an oath, as I did here, to tell the truth, the whole truth and nothing but the truth. And likewise, I don't expect anybody here to be -- to lie to me or not be truthful, the whole truth and nothing but the truth.

Q Thank you.

MS. ROSENBLIT: All right. Your Honor, I would like to read Page 60, Line 16 through Page 61 -- well, really, Page 60, Line 16 through Line 23. But if I need to complete the answer, I will.

THE COURT: 60, Line 16?

MS. ROSENBLIT: Yes.

THE COURT: I think you should read the whole answer; I think that would be the right thing to do.

MS. ROSENBLIT: Yes, that's fine. Thank you.

(As read)

"QUESTION: Okay, what about, let's just talk about entering the lottery and, you know, the close of escrow on 3-16. Did you meet face to face with folks at the San Francisco Redevelopment Agency?

"ANSWER: Yes.

"QUESTION: How many such meetings do you think you had?

"ANSWER: I don't remember. I would say it was less than ten but more than four, four or more. Actually, upon further reflection, because part, part of the process is an orientation, so if I -- which I believe, my memory is that the orientation was, you know, happened on one day, on a day, and it was

like an afternoon, it was like something like four hours or something, some afternoon."

THE PLAINTIFF: That is correct.

MS. ROSENBLIT: All right. Let's look at Exhibit 12. Your Honor, I would offer Exhibit 12 into evidence.

THE COURT: Okay. I'm not sure; do I have your exhibits?

MS. ROSENBLIT: You do, in the binder, and I can also give you a copy.

THE COURT: In the big binder. Okay, well --

MS. ROSENBLIT: If that's easier.

THE PLAINTIFF: Do I get a binder with these exhibits?

MS. ROSENBLIT: Yes. So, may I approach?

THE COURT: Yes, of course.

MS. ROSENBLIT: Okay.

THE COURT: We'll sort it out.

(A pause in the proceedings)

MS. ROSENBLIT: I think these are agreed to, Your Honor, so I can lay lie a foundation if I need to, but --

THE COURT: No, that's fine, if they're agreed to.

MS. LEE: No objection.

THE COURT: So Exhibit 12 is admitted.

(Trial Exhibit 12 received in evidence.)

(Document displayed)

BY MS. ROSENBLIT

Q All right. Mr. Rice, are you looking at Exhibit 12?

A Um, if the Limited Equity Home Ownership Program agreement is Exhibit 12, I am.

Q Okay. Thank you. This was your agreement with the San Francisco Redevelopment Agency when you purchased your below-market condo at 200 Brannan Street, correct?

A That's correct.

Q Let's take a look at Section 1, Parties, please.

A Yes, I see, on the front page.

Q Do you see where it says (As read):

"This declaration of resale restrictions and option to purchase agreement is made as of September 23, 2004, by and between Allison Barton Rice..."

A I see that.

Q And it describes the property address as 200 Brannan Street, Unit 316. Correct?

A That is correct.

Q All right. If we could look at Page 13, please.

(Document displayed)

Q About the middle of the page, Mr. Rice, is that your signature?

A It is.

Q And does it appear to also be signed by the redevelopment

agency?

A Yes.

Q And the date there is September 27, 2004, correct?

A Yes. And my signature is not dated, but I believe that was the day that I signed this.

Q And this agreement was part of your purchase documents, right?

A Yes, it was.

Q All right, let's look at the terms. If we could look at Page 1, Section 2, Recitals, please.

A I see that.

(Document displayed)

Q And just so you know, Mr. Rice, I'm talking to you, and I'm also talking to my very helpful colleague who is blowing it up for the jury.

A It's quite all right.

Q All right. Mr. Rice, do you see where it says:

"The following recitals are a material part of this declaration"

A I do.

Q All right. Can you please read Section (a) for us.

A Section (a), this is Section 2 Recitals, Part (a) (As read):

"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."

Q Thank you.

And you see Section (b) where it says:

"The agency's intent is to preserve the affordability of such homes by restricting resale price"

A I see that.

Q And can you read Section (c) for us?

A Yes, Part (c) is:

"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 administrating (sic) occupancy and resale controls by means of this declaration."

Q Thank you, and would you read the last paragraph that starts "Now, therefore..."

A Yes.

"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..."

Q Thank you.

MS. ROSENBLIT: Your Honor, I just realize this television screen isn't on. May I turn it on?

THE COURT: Sure.

THE COURTROOM DEPUTY: Which one?

THE COURT: Our TV monitor's not on.

MS. ROSENBLIT: Can I do it manually or --

MR. FISHER: There is a remote.

THE COURTROOM DEPUTY: There is a remote.

MS. ROSENBLIT: Thank you. This will be easier.

(A pause in the proceedings)

MS. ROSENBLIT: Okay, a lot of very small type.

BY MS. ROSENBLIT

Q All right, if we could please turn to Page 4 --

THE COURTROOM DEPUTY: I don't think it is displaying on that monitor yet.

MS. ROSENBLIT: No, it's not. Says "Unsupported." Anyone know?

(Off-the-Record discussion between counsel)

(A pause in the proceedings)

MS. ROSENBLIT: Okay, I'm not going to worry about it.

THE COURT: So maybe we can get IT down here on the break, Karen.

THE COURTROOM DEPUTY: Yeah.

MS. ROSENBLIT: Okay, let's keep going.

BY MS. ROSENBLIT

Q We are going to look at Page 4, I believe it is the top portion, Section (aa), Principal Residence.

A Yes.

Q Will you read that section for us, please?

A Yes. Part (aa) of --

Q It's Page 4.

A This is Part 4, Definitions, Section 4, Definitions Part (aa) (As read):

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

Q Thank you. Can we look at Page 5, Section 6.1.

A Yes.

Q Do you see Section 6.1, entitled restrictions?

A I see that.

Q Can you please read that paragraph for us?

A Yes.

> "Section 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 months in the proceeding (sic) year."

Q Thank you. If we can please turn to Page 9, Section 11.

A Okay.

(Document displayed)

Q If we could look at Section 11, called Default and Remedies, please?

A I see that.

(Document displayed)

Q All right. Mr. Rice, do you see Section 11.1, Events of Default, whereby it says:

"The occurrence of any one of the following events or circumstances shall constitute an 'event of default' by owner under this declaration"?

A I see that.

Q Do you see Section (b) which says:

"Agency has determined in agency's sole discretion that the property is not owner's principal residence"?

A I see that.

Q And do you see Section (d) that says:

"Owner fails to perform any other agreements or obligations on owner's part to be performed under this declaration..."?

A I see that.

Q Thank you. If we could please look at Page 10, the top part. Section 11.2.

A I see that.

(Document displayed)

Q Mr. Rice, do you see where it says 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..."

Do you see that?

A I see that.

Q And then there is Sections (a),(b),(c) and (d), with the possible remedies. Do you see that?

A I see that.

Q And Section (d) says:

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

A I see that.

Q Thank you. If we could look at Page 11, Section 13.3.

A I see that.

(Document displayed)

Q See where it says:

"Owner Occupancy Verification"

A 13.3, yes, I see that.

Q You see it says (As read):

"To insure compliance with this declarations's requirement that the 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."

Do you see that?

A I see that.

Q Thank you. And this was your contract with the San Francisco Redevelopment Agency when you purchased 200 Brannan Street, Unit 316. Right?

A That is my understanding.

Q Thank you. Right.

MS. ROSENBLIT: I would offer Exhibit 103.

THE COURT: Say the number again?

MS. ROSENBLIT: 103.

THE COURT: 103.

Hearing no objection, 103 is admitted.

(Trial Exhibit 103 received in evidence.)

THE PLAINTIFF: Is that in this binder?

MS. ROSENBLIT: May I approach?

THE COURT: Yes. You don't have to ask. That -- it's very nice of you.

MS. LEE: No objections.

MS. ROSENBLIT: May we publish, Your Honor?

THE COURT: Yes.

MS. ROSENBLIT: Okay, thank you.

(Document displayed)

BY MS. ROSENBLIT

Q Mr. Rice, you are looking at a document called Limited Equity Home Ownership Program Loan Disclosure Information, correct?

A That's correct.

Q Dated July, 2003, on this title page, right?

A That's correct.

Q If we could look at Page 3, please.

A Okay I'm looking at Page 3.

(Document displayed)

Q All right. Do you see where it says "IMPORTANT. NOTE TO READER"?

A I see that.

Q Okay. Do you see where it says:

"The purpose of this document is to explain the San Francisco Redevelopment Agency's

Limited Equity Home Ownership Program (Program). Homes sold through this program are subject to price controls at resale as well as other terms and restrictions that affect your rights as a homeowner."

Do you see that?

A I do.

Q It continues:

"Some of the terms and provisions are complex and require that you thoroughly understand them prior to your purchase of a home."

Do you see that?

A I do.

Q Can you read the next sentence that's underlined for us.

A (As read)

"IF YOU DESERVE (sic) TO PARTICIPATE IN THE PROGRAM..."

Q Mr. Rice, sorry to interrupt you, I think it's "If you desire," not "If you deserve."

A Oh, I'm sorry.

Q Thank you.

A (As read)

"IF YOU DESIRE TO PARTICIPATE IN THE PROGRAM AND PURCHASE A HOME, YOU MUST ATTEST TO YOUR FULL UNDERSTANDING OF AND AGREEMENT TO ALL

THE PROGRAM'S TERMS AND CONDITIONS BY SIGNING BELOW PRIOR TO CLOSING ESCROW."

Q Thank you. Do you see the next paragraph where it says:

"I, the undersigned, hereby acknowledge and accept all of the terms and conditions contained in the declaration of resale restrictions and option to purchase..."

A Yes. I see that.

Q And the declaration of resale restrictions was the document we just looked at a minute ago, right?

A That is my understanding.

Q And it continues, it says:

"I acknowledge that a staff member of the..."

(Reporter clarification)

MS. ROSENBLIT: Yes, thank you.

"I acknowledge that a staff member of the redevelopment agency of the City and County of San Francisco (Agency) explained the terms and provisions of the agency documents to me, and that I have had a chance to review this Limited Equity Home Ownership Program loan disclosure information document which further explains the agency documents."

Do you see that?

A I do.

Q And it says (As read):

"I have also been provided enough time to seek an independent legal opinion about the agency documents and my purchase of the home, if I so chose."

Correct?

A If I so choose, yes.

Q Thank you. All right.

And then if we can look at Page 5.

A Okay.

(Document displayed)

MS. ROSENBLIT: If you can blow up the top half of this page for us, please, Mr. O'Brien. Thank you.

(Document enlarged)

BY MS. ROSENBLIT

Q Do you see that last sentence before your signature that says (As read):

"I understand that my ability to purchase my home at an affordable price is contingent upon my agreement to comply with the resale controls and program restrictions."

Do you see that?

A I do see that.

Q And right below it, is that your signature?

A That is my signature.

Q Dated September 23, 2004.

A That's correct.

Q And this document was one that you signed when you purchased 316. Correct?

A Well, in that process, I -- I don't know if we would define the purchase as being on the closing date or not, but this is part of the purchase, yes.

Q Thank you. If we could look at Page 14.

A Okay.

Q All right. Look at No. 9, the bottom half of the page.

(Document enlarged)

MS. ROSENBLIT: Thank you.

BY MS. ROSENBLIT

Q You see the section that says "No. 9: Owner Default and Agency Remedies?

A I see that.

Q It says:

"An owner is in default of the agency documents if any of the following occur."

Do you see that?

A I see that.

Q And you see the second bullet point where it says:

"Use of the property other than as owner's principal residence (owners must certify that they occupy the home at least ten months out

of every 12 annually)..."

Do you see that?

A I see that.

Q And the very bottom bullet on this page says:

"Any other violation of the agency documents."

A I see that.

Q Thank you. If we can look at Page 12, at the bottom.

A Okay.

(Document displayed)

Q No. 6. Thank you.

Do you see where it says "No. 6, Owner Refinancing"?

A I do.

Q (As read)

"To protect its investment and to preserve the intent of the program, the agency must approve all refinancing agreements."

A I see that.

Q All right?

MS. ROSENBLIT: We can take that down. Thank you.

BY MS. ROSENBLIT

Q All right, Mr. Rice, your average mortgage payment between 2004 and 2018 was about $700 a month. Correct?

A I think that's correct. You know. Average.

Q Your average homeowners association fee was also about

$700 a month. Correct?

A That sounds correct, yes.

Q Your monthly homeowners insurance was approximately $200 to $250 a month. Right?

A Maybe. I think it was a little bit more than that, but that's about close, because I also -- besides just the normal homeowners insurance -- which I wasn't required to do, but I also had the earthquake insurance, was, by itself, was, like, a couple hundred dollars. So it was probably more than that, but that's okay.

Q You previously testified it was approximately 200 to 250. Does that sound right?

A Yeah.

Q Okay. And so between 2004 and 2018 while you owned Unit 316, your total monthly housing cost, on average, was approximately $1,650. Is that right?

A I think so, yes. Pretty --

Q All right. You receive benefits from the VA, correct?

A That's correct.

Q You receive approximately $2,915 a month?

A Can you repeat that, please?

Q Sure. You receive approximately $2,915 a month?

A Well, let's see. The VA benefits, as well as Social Security benefits, receive what is known as a cost of living adjustment each year, if there is one. So I'm not sure what

year that is, but since that time, you know, little by little it's gone up, sometimes.

Q Okay. So to be clear, you receive benefits from the VA, and you also receive Social Security benefits.

A That's correct.

Q So in 2017, did you receive approximately $2,915 a month from your VA benefit?

A Well, it's probably a little bit more than that, because -- I'm not sure where that figure's from. That might be the right figure but -- you know, about that.

MS. ROSENBLIT: I'll go ahead and offer Exhibit 234.

THE WITNESS: Is this -- is this in here?

MS. ROSENBLIT: That's okay. We'll show you on the screen.

THE COURT: Hearing no objection, 234 is admitted.

(Trial Exhibit 234 received in evidence.)

(Document displayed)

MS. ROSENBLIT: All right. If we could blow up the bottom part where it says "VA Benefits Information."

(Document displayed)

THE PLAINTIFF: Would you mind starting at the top, so we see the date of this letter?

MS. ROSENBLIT: That's fine. Let's go back to the date.

(Document displayed)

BY MS. ROSENBLIT

Q Mr. Rice --

A All right, 2017. Okay, thank you.

Q You see it's dated September 7, 2017?

A I do.

Q Thank you. And then if we can look at the VA benefits information again.

(Document displayed)

A Yes, I see that.

Q You see it says:

"Your current monthly award amount is $2,915.55"

A That's correct.

Q All right. And you also receive Social Security benefits, right?

A That's correct.

Q And your benefits have increased over the years, little bit by little bit, right?

A Yes.

Q And you receive approximately $940 a month?

A Something like that, yeah.

Q All right.

MS. ROSENBLIT: I'll go ahead and offer Exhibit 235, please.

MS. LEE: No objection.

THE COURT: 235 is admitted.

(Trial Exhibit 235 received in evidence.)

(Document displayed)

BY MS. ROSENBLIT

Q All right. Can you see the date at the top, says "September 13, 2017"?

A I see that.

Q And then in the middle of the page, it says "Information About Past Social Security Benefits."

From December, 2014, to November, 2016, your benefit was $940.70?

A I see that.

MS. ROSENBLIT: All right. We can take that down. Thank you.

(Document taken off display)

BY MS. ROSENBLIT

Q Mr. Rice, you never received -- you never obtained written consent to have a roommate, did you?

A No, I never received written consent. I never received the permit to have rent-paying roommates.

Q Right. You never received written consent to lease your unit, or a portion of your unit, thereof. Right?

A That's correct. Never got the written consent.

Q You testified that in 2008 or -9 you had a telephone call with Edith Horner, and asked her whether you could have a

roommate. Right?

A That's correct.

Q But you did not ask her whether you could charge the roommate rent, did you?

A I did not say to Ms. Horner in that phone call, "May I have a rent-paying roommate," or "Can I have a roommate and collect rent," or anything. I just said "May I have a roommate or roommates?" That's correct.

Q That was your only phone conversation with Ms. Horner about having a roommate that you recall. Right?

A That's correct.

Q And she did not give you written consent for that roommate.

A She did not provide me written consent. She didn't discuss it. I didn't discuss it. I had no idea of the requirement.

And why she didn't discuss it with me, I have no idea.

Q You did not speak with anyone other than Edith Horner at the San Francisco Redevelopment Agency about having a roommate, right?

A That's correct.

Q And years later, in 2015 or '16, you sent Edith Horner emails about having a roommate. But she did not give you permission to charge a roommate rent, correct?

A She did not respond to -- well, her response was to direct

me to somebody else or -- I'm not sure which email you are speaking of. But at some point, she directed me to people at the Mayor's Office of Housing, who were unresponsive, essentially.

And then when I spoke, communicated with her, I think the one you're talking about, she never responded.

Q So she never gave you written permission to lease your unit?

A That consequence -- she did not provide me the written consent for the permission that she gave me to have roommates.

Q And none of those other folks who your email was forwarded to gave you permission either, right?

A They didn't respond.

Q They didn't give you permission, right?

A Well, if you want to say they didn't give me permission because they didn't respond, I would agree to that.

Q Between March, 2016, and September, 2017, you did not have communications with anyone at the City regarding roommates, right?

A Could you repeat that, please.

Q Sure. Between March, 2016 and September of 2017, you did not have any communications with anyone at the City regarding roommates. Correct?

A I think that's correct.

Q All right. You began renting your condo in 2009, right?

A September of 2009.

Q You consistently rented your condo between 2009 and '17, right?

A Between September of 2009 through October 31st of 2017.

Q Sometimes you had one tenant, correct?

A That is correct.

Q And sometimes you had two tenants, right?

A That's correct.

Q And you are charged your tenants monthly rent. Right?

A That's correct.

Q And the amount you charged ranged from $500 a month to $2,000 a month, per tenant. Right?

A That's correct.

Q And you also had a couple short-term rentals, right?

A That's correct.

Q And for those folks, you charged them $50 a day.

A That's correct.

Q All right.

MS. ROSENBLIT: I would offer into evidence Exhibit 429, just Pages 32 and 33, which the parties agreed to redact.

THE COURT: Okay. Exhibit 429, admitted.

(Trial Exhibit 429, Pages 32 and 33, received in evidence.)

MS. ROSENBLIT: If we could please publish that for the jury, should be Pages 32 -- we'll start for 32.

(Reporter clarification)

THE COURT: Oh, well --

(Document displayed)

THE COURT: Maybe I can take it down.

(Document taken off display)

THE COURT: We've got a redacted copy, we could use the ELMO.

(Off-the-Record discussion between counsel)

THE COURT: Just so the jury knows, sometimes -- not everything is relevant, so we agree to put pieces of things because there are rules about what can come into court. That's what we are talking about here.

MS. ROSENBLIT: Thank you.

THE COURT: Yeah.

MS. ROSENBLIT: While that is loading...

(Document displayed)

BY MS. ROSENBLIT

Q All right. Mr. Rice, your first roommate was an individual named Shawn Carr, correct?

A That's correct.

Q And he lived with you first from September, 2009 to November 30, 2009, right?

A That's correct.

Q He only lived with you a few months?

A Yes. He was an okay fellow, but we had different

lifestyles that became evident, and we were not compatible. So...

Q And you charged him between 500 and $700 a month, correct?

A That's correct.

Q And at the same time, around the same time you had another roommate named Frank Martinez. Right?

A Well, he wasn't a roommate. He was what I would call a guest. He was -- I think everybody will recall during that time period was the financial crisis. Frank was an acquaintance of mine, he worked at a restaurant, he lost his job, he was down and out. So I took him in to help him out. And we had some similar interests in music and audio engineering.

But, you know, that was not intended to be like a roommate indefinitely. That was for some period of time to help him get on his feet.

Q Mr. Rice, I'm sorry to cut you off. I appreciate your full answers, --

A Yes.

Q -- but the Court has me on a very tight timeline.

A Okay, I'm sorry.

Q So I'm going to ask you some questions.

A Okay.

Q And hopefully we can just keep to those answers, if you will. Thank you.

A Yes.

Q Okay. So Frank Martinez moved into your home, right?

A That's correct.

Q He moved in shortly before or after Shawn Carr did, in September of 2009.

A Yes. I think it was shortly after Shawn -- and I want to be very clear, I need to clarify this -- I cleared this with Shawn. I didn't have just like a roommate and go: Oh, by the way, here's somebody I'm helping out, you know. So this was cleared with Shawn.

Q You, Shawn and Frank all lived in your condo at the same time, right?

A Yes, for approximately three months.

Q Yesterday we were looking at some photos of the bedroom, correct?

A Yes.

Q With the wall?

A Yes.

Q So there was a portion of the room that has the window, right?

A Correct.

Q And then there is a portion of the room that doesn't have the window, right?

A That's correct.

Q So during this time period, you slept in the portion of

the bedroom without the window?

A Correct.

Q Shawn slept in the portion of the bedroom with the window?

A Correct.

Q And Frank slept on the couch downstairs. Right?

A That's correct.

Q Okay. Shawn was paying you 500 to $700 a month?

A Correct.

Q You had a lease with Shawn?

A Correct.

Q But Frank was staying there for free. Right?

A That's correct.

Q You did not have a lease or written agreement with Frank?

A No.

Q And Frank had a pretty serious drinking problem, unfortunately. Right?

A Yes. I did not know that at first, but during the time that he lived there, it became clearly evident.

Q So your relationship with Frank soured?

A It did.

Q Shawn moved out in November, 2009, after three months, right?

A Yes.

Q And Frank moved out on December 25th, 2009. Right?

A That's correct.

Q Okay. Next you had a woman named Jennifer Miller.

A Yes.

Q She lived with you from May 9, 2010, to November 13th, 2010. Correct?

A Yes. All this information that you have here, to the best of my knowledge, is correct.

Q Okay. And she paid you between $650 a month and $725 a month. Correct?

A That's correct.

Q Okay. And after she moved out, a woman named -- I guess I'm assuming it's a woman -- Alina Libova, correct?

A That's correct.

Q And she rented your place, it looks like, a few months --

A Yes.

Q At $900 a month?

A Yes. This was the person I mentioned yesterday, that she was -- you know, she was a recent graduate in computer science. And she was a nice person, but she was very messy. And she really wanted to be with young people. So it was essentially a mutual agreement that she would go somewhere else.

Q And the next person that lived with you was a woman named Parizad Parav? Did I pronounce that right?

A As I recall she just went by "Para."

Q And Para moved in, in February, 2011, correct?

A That's correct.

Q You met her after she responded to your ad on Craigslist?

A To the best of my memory, yes.

Q You charged $1,000 per month initially, correct?

A That's correct.

Q At various times you also charged her $1,375 a month and $1,200 a month.

A That's correct.

Q You had a lease with her?

A I did.

Q At some point, Para's cousin also moved into your condo, right?

A That's correct.

MS. ROSENBLIT: If you can call out both Para and Flora for me, please.

(Document displayed)

BY MS. ROSENBLIT

Q Is her cousin Flora?

A Yes, that's her cousin. I think it's Vahdati.

Q And her cousin was here on a work assignment, is that right?

A That's correct.

Q Her company was paying the cousin's rent?

A That's correct.

Q And so together, Para and her cousin paid you $2,750?

A Can you repeat that, please.

Q Together, Para and her cousin paid you $2,750?

A That is correct. It wasn't them. It was the company that Flora worked with. I didn't know -- they didn't fully -- I'm talking about Para and Flora, they did not inform me fully what the arrangement was. But I discovered later that the company -- the company, because Flora was there on a work assignment, the company was paying that rent.

And initially I thought they, themselves, were paying it. But at some point, I can't remember when, but the information was provided to me that the company was paying for it. But that was the -- that is the correct amount.

Q So there was some point in time where Para and Flora were both living in your condo?

A That's correct.

Q And they were both paying you rent, correct?

A Well, rent -- they, or rent was being paid for them.

Q And the cousin, Flora, moved out after three months. Right?

A Yes. See --

Q Just, just answer --

A Yes, she moved out.

Q Thank you. But her company kept paying her rent after she moved out, right?

A That's correct.

Q And the company paid you through the end of the year, is

that right?

A Yes.

Q So even after the cousin Flora moved out, you continued to receive $2,750 a month?

A That's correct.

Q All right. The next individual who --

A I think it's very important --

Q Mr. Rice, I'm --

A Well, on the last, it's important. The company contacted me, and this is when I was -- you know, got this information about the company paying for it. And they asked me if I would be willing to let one of their other employees stay there, which I was. And somebody contacted me, but they never showed up.

Q (Nods head) The next individual who moved in was Krishna Velaga?

A Yes, Krishna. And I think that is how he pronounced his last name.

Q He rented from you from January 4, 2012 to October 31, 2012, right?

A Yes.

Q You had a lease agreement with him?

A Yes.

Q He paid you $2,000 a month?

A Yes, he did.

Q He responded to your ad on Craigslist?

A I believe so.

Q And he lived with you for less than a year, right?

A Well, he lived with me during that time period, that's less than a year, yes.

MS. ROSENBLIT: Okay. If we can go to the next page, please.

(Document displayed)

BY MS. ROSENBLIT

Q Okay. Who moved in next?

A Well, let's see. That appears to be Yoong Shin Chow.

Q Did you also call her Shunyin (Phonetic)? Or --

A No. I always knew her as Yoong Shin Chow. I wouldn't say the full name, I'd say "Yoong Shin," is what she went by.

Q And she responded to your ad on Craigslist, correct?

A Correct.

Q She was from Malaysia?

A That's what she told me. I'm fairly certain that that's correct.

Q And you assumed she was here on a work visa?

A Well, I don't know; I imagine she was.

Q You had a lease agreement with her?

A Yes, I did.

Q She paid you $1,800 for some months, correct?

A Correct.

Q And then $1,400 for the remaining months?

A Correct.

Q All right. Then Terry Kim.

MS. ROSENBLIT: If we could keep up Yoong Shin and Terry Kim, please.

(Document enlarged)

MS. ROSENBLIT: Thank you. Just so much easier to look at this way. Thank you.

BY MS. ROSENBLIT

Q All right. And so then Terry Kim moved in before Yoong Shin moved out. Correct?

A That's correct.

Q Yoong Shin had told you she was lonely, that she didn't know anybody?

A That's correct.

Q And it seemed like for the time that you weren't going to be in the condo, it would be good for Yoong Shin if she wasn't by herself?

A That's correct.

Q So you asked Yoong Shin if she would like to have a housemate, a roommate, so she would not be there by herself?

A That's correct.

Q And she wanted a roommate, right?

A She did.

Q So you told her if she could find somebody she wanted to

live with, to let you know, and you could meet that person and approve. Right?

A That is all correct.

Q So Yoong Shin introduced you to Terry Kim?

A That's correct.

Q And while Terry Kim and -- I'm sorry, Yoong Shin lived with you, Terry Kim lived in the room with the window, Yoong Shin lived in the room without the window, and you slept on the couch. Is that right?

A At this moment I don't remember which one was in which room. That could have been correct. And I stayed on the couch, yes.

Q And they overlapped, it looks like, for a portion of 2013. Right?

A Uh, yes.

Q February 23, 2013, to April 30, 2013.

A Yes.

Q During that time, you were traveling to Austin a lot?

A I was.

Q I think you testified yesterday that you would go to Austin for a couple months at a time?

A Usually -- about that. My very first trip, when I first went there I went for six months. But then, thereafter, it might be a shorter period of time, or a little bit longer. But a couple months on average, maybe, a little bit more. And then

I would return to San Francisco.

Q And you had an apartment in Austin, right? You signed a lease for ten months, right?

A When I first went there, I did obtain an apartment for ten months.

Q And then after that initial apartment you had for ten months, for the next couple years, you said you would go to Austin for a couple months, and then come back to San Francisco for a few weeks or so, and then go back to Austin for a few more months. Is that right?

A Yes.

Q That was a consistent pattern for you --

A Yes.

Q -- during that time period.

Q You also testified that you had a roommate in Austin?

A Um, for about -- what I recall, about a six-month period during the ten months that I had that apartment in Austin, I had a roommate, yes.

Q Did you charge that roommate rent?

A Well, we split the rent. You know, the -- the -- the apartment complex, you know, I had to sign a lease there. They had rules and regulations as well, which, I followed all of them. And so if anybody else was living there, they, too, had to be on the lease. And so there was that process.

Q All right. So let's go back to Terry Kim. So you had a

lease with Terry Kim?

A I did.

Q She paid you between 1,400 and $1,700 a month. Correct?

A That is correct.

Q And at some point Yoong Shin moved back to Malaysia and Terry Kim stayed on until 2015, right?

A Um, Terry Kim stayed on through the first part of 2015.

Q January 31st, 2015, is her last day, correct?

A Oh, yeah, it's right there. Correct.

Q So for these overlapping months when Yoong Shin and Terry Kim lived with you, Yoong Shin paid you $1,400 a month, and Terry Kim also paid you $1,400 a month, right?

A That's correct.

Q For a total of $2,800?

A That's correct.

Q All right. Next, let's see, when Yoong Shin was going to be moving out, Terry wanted someone else to move in with her. Right?

A That's correct.

Q And you thought that seemed appropriate, so she would enjoy living in the condo. Right?

A Correct.

Q So you left it up to Terry who would take Yoong Shin's place.

A Yes.

Q So this next person, who is the next tenant?

MS. ROSENBLIT: Let's see if we can pull it up.

BY MS. ROSENBLIT

Q Is it Jesal Shaw? Is that right?

A I think it is Jesal Shaw, that's correct.

Q Okay. She lived in your condo for approximately three months, right?

A No, six months.

Q Longer than that. Okay, six months. She moved into the room that Yoong Shin vacated?

A Um, you know, you mentioned earlier which room Yoong Shin and Terry Kim was in. And you had it correct, when I think about it. So when Yoong Shin moved out, Terry moved to the room with the window, I believe, and Jesal moved into the room without the window.

Q And you stayed on the couch?

A That's correct.

Q And the room without the window we can't call a bedroom because it doesn't have a window, right?

A That is correct.

Q And you had a lease agreement with Jesal Shaw?

A Of course.

Q She paid you $1,400 a month?

A That's correct.

Q And Terry Kim was still living with you at this time,

right?

A That is correct.

Q And Terry Kim was paying you $1,400 a month during this time?

A That's correct.

Q All right. Your next tenant was Youna Kim?

A That is correct.

Q So when Jesal moved out, Terry found a friend named Youna Kim to move in, correct?

A She already knew Youna Kim, and they were friends.

Q All right. She asked her to move in?

A Yes. Well, first she communicated with me, and we met, and everything was copacetic, that's fine. Youna Kim moved into the room that was vacated.

Q Youna Kim moved into the room that was vacated, the one without the window, right?

A Correct.

Q And Terry continued to live upstairs in the room with the window?

A That's correct.

Q And you were still sleeping on the couch?

A That's correct.

MS. ROSENBLIT: If we can highlight Terry and Youna at the same time. Just that whole block.

(Document enlarged)

BY MS. ROSENBLIT

Q It looks like Terry and Youna both lived in your condo from November 2013 to through January 31, 2015?

A That was Terry, and Youna Kim moved out at the end of February. What occurred at that time or a little before that time, like, in November or December of 2014, I had an MRI on my head --

Q I'm sorry, Mr. Rice --

A Well, I had a medical issue, and I thought I was going to have to have surgery and stuff like that, so...

Q So the question was it looks like Terry and Youna both lived in your condo from November 1, 2013, through January 31st, 2015?

A Correct.

Q That was about a year and three months, right?

A Terry Kim would be --

Q That they overlapped, that they were both there?

A Oh, I'm sorry, yes.

Q You had a lease with Youna Kim?

A Of course.

Q Youna paid you between 1,400 and $1,700 a month?

A That is correct.

Q Terry was paying you 14- to $1,700 a month too?

A That is correct.

Q So for that year and three months that they overlapped

,they's were paying you $2,800 to $3,400 a month, total?

A That is correct.

Q All right. And so next, Tamas moved in, right?

A That's correct.

Q He responded to your Craigslist ad?

A That's correct.

Q You had a lease agreement with him, correct?

A I did.

Q And he paid you $1,500 a month, right?

A That's correct.

Q He lived with you from March 2nd, 2015, to June 12, 2015.

A That is correct.

MS. ROSENBLIT: After that, if we can pull up the next three in a row.

BY MS. ROSENBLIT

Q After Tamas, you had some short-term rentals.

A That's correct.

Q Three different people here, correct?

A That's correct.

Q You charged them $50 a day. Right?

A That's correct.

Q After those folks, someone named Kim moved in? Is that right?

A Yes.

Q And Kim lived with you from August 1st, 2015, to

September 30th, 2015?

A That's correct.

Q And paid you $1,700 a month?

A That's correct.

A That's correct.

Q All right. And then after Kim, Christian Richard moved in?

A That's correct.

Q And it looks like he lived with you about six months, right?

A That's correct.

Q You had a lease with him?

A Correct.

Q He paid you $1,500 a month.

A Correct.

Q After Christian Richard, is it Yannie Fu moved in?

A Yes, Yannie Fu.

Q She lived with you for about nine months?

A Correct.

Q From April 8, 2016, through December 17, 2016?

A Correct.

Q You had a lease with her.

A Yes, of course.

Q And you charged her $1,500 to $1,800 a month?

A Correct.

Q And then you your last tenant was Laura Camacho?

A That's correct.

Q You found Laura through Craigslist, right?

A That's correct.

Q You also had a lease with her.

A That's correct.

Q Your lease started on October 15, 2017, right?

A That's correct.

Q You didn't have anyone living with you in September of 2017. Right?

A Um, what was the question?

Q You didn't have anyone living with you in September of 2017. Right?

A That's correct.

Q And you were charging Laura $800 a month.

A That's correct.

Q All right. Yesterday you testified that for your first roommate, Shawn, when you were trying to decide how much to charge him, you just picked a number. Right?

A Yes.

Q And Shawn was somebody you had already known. Correct?

A That's correct.

Q And for everyone after that, you determined rent based on looking at comparables on Craigslist, right?

A That's where I would start, and I took into some other

considerations, like, you know, their financial standing as -- you know, is this somebody that's, you know, making a lot of money at a computer firm, or is it somebody that's struggling or whatever, you know. And of course, you know, I discussed these things with them. I didn't just go: This is it.

So I would look at the comparables on Craigslist. I would target or, you know, seek something below that, and discuss it with whoever might be my potential roommate. And we would come to an agreement on what seemed to be an appropriate amount and that was fair for everybody.

Q So if the individual had a great job and was making more money you might charge them a little more?

A Well, I would certainly consider -- you know, take that into consideration. It also depends on what they tell me.

Q You didn't review their income or financial documents, did you?

A No, I took them for their word.

Q You didn't submit their financial information to the City, did you?

A No, I did not.

Q You didn't -- the comparables you were looking at on Craigslist were not below market rate unit comparables, right?

A No, they were market rate. To the best of my knowledge.

Q All right. For each of these folks that we discussed except for Frank, you had a lease with each of them, right?

A That's correct.

Q And all but Frank paid rent. Correct?

A Correct.

Q And as we discussed, if you had one roommate, you stayed in one of the bedrooms (Indicating quotation marks) upstairs, one of the spaces upstairs, right?

A One more time, please?

Q Yes. When you had one roommate, you would stay in one of the spaces upstairs, right?

A Correct.

Q And they would stay on the other side.

A That's correct.

Q And if you had two roommates, the two roommates stayed upstairs and you stayed on the couch.

A That's correct.

MS. ROSENBLIT: Thank you. We can take that down now.

(Document taken off display)

BY MS. ROSENBLIT

Q In 2017, you requested from the Mayor's Office of Housing and Community Development a roommate and to travel. Right?

A Can you repeat that, please?

Q Sure. In 2017, you requested a roommate and to travel, from the Mayor's Office of Housing and Community Development.

A You left out something.

Q Permission.

A If -- initially, what -- look, everybody. We need to remember this. I obtained permission to have rent-paying roommates.

MS. ROSENBLIT: Your Honor --

THE PLAINTIFF: So when this issue was coming around -- and I had been making efforts, I was trying to -- when I -- after --

THE COURT: Mr. Rice, I'm going to just interrupt for a second.

THE PLAINTIFF: I'm sorry.

THE COURT: Your lawyer can -- can ask some followup questions. I think the -- the City's attorney would probably be grateful if you could listen to her questions. And the lawyer can always follow up.

The jury will listen to your testimony. I've got them on a very tight timeline. It's understandable, but it'll be okay. You'll have plenty of time to talk about it.

THE PLAINTIFF: I'm sorry.

THE COURT: Okay.

THE WITNESS: So initially, you know, I was just asking for the written consent for the permission I already had. That was refused. And so then my request became for the accommodation.

BY MS. ROSENBLIT

Q And you stated that you wanted to travel six more -- six

months or more out of the year. Correct?

A No, that's not correct.

Q All right.

A My request was to be able to travel up to but less than six months.

Q All right.

MS. ROSENBLIT: I would offer Exhibit 24 into evidence.

THE COURT: All right, Exhibit 24 is admitted.

(Trial Exhibit 24 received in evidence.)

(Document displayed)

MS. ROSENBLIT: If we could look at Page 2.

THE PLAINTIFF: Is that in here?

MS. ROSENBLIT: No, Mr. Rice, but I'm going to show you on the screen. If you can't see it, you can let me know --

THE COURT: He has a screen that he can see right there.

(Document displayed)

MS. ROSENBLIT: If we can call out the email that starts with "Dear Ms. Yin and MOHCD."

THE PLAINTIFF: I see that.

(Document displayed)

BY MS. ROSENBLIT

Q All right. Mr. Rice, is this your email to Cissy Yin at MOHCD?

A It is.

Q And it's dated October 22, 2017?

A That is correct.

Q And you see that first line that says (As read):

"Statement from Mr. Allison Barton Rice regarding roommate issue and traveling issue..."

A That is correct.

Q "...with respect to his below market rate condominium," correct?

A That is correct.

Q All right. And if we can scroll to the next page, Page 3 at the bottom.

(Document displayed)

Q It says "Dear Garrett Smith" at the bottom.

(Document displayed)

Q Look like you're copying and pasting some emails into this email to Ms. Yin. Is that right?

A Yes. This email, I provided, you know, the entire history of this roommate -- rent-paying roommate issue, permission stuff.

Q Okay. And so you were pasting all those old emails --

A All my communications, yes.

Q All your communications into this one email to Ms. Yin.

A Yes.

Q Okay.

MS. ROSENBLIT: If we could scroll to the next page, 4, on the top of the page, the email continues.

(Document displayed)

BY MS. ROSENBLIT

Q Can you read that second paragraph for us?

A Yes. (As read)

"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 Street, Apartment 316, SF, CA 94107 will remain my permanent and principal residence."

MS. ROSENBLIT: We can take that down now, thank you.

BY MS. ROSENBLIT

Q Mr. Rice, you submitted a letter from Dr. Ludwig at the VA in support of your request. Correct?

A She submitted it. I also submitted it, but after she had already submitted it.

Q And it was just that one letter from her. Right?

A That's correct.

Q There were no other letters submitted by her or you to MOHCD at this time, right?

A That's correct.

Q And you didn't submit any letters from any other doctors

to MOHCD.

A That's correct.

Q All right. And then at some point you received a written response from MOHCD, correct?

A That's correct.

Q Let's look at that. I think it's already been admitted as Exhibit 16?

MS. LEE: Correct. No objections.

(Document displayed)

MS. ROSENBLIT: If we could call out just the top part with the date.

THE PLAINTIFF: Is that in this binder?

MS. ROSENBLIT: Again, I'm going to show it on the screen. Thank you for your patience.

THE PLAINTIFF: Yeah, it hurts my -- my eyes -- and I have to look at it like this.

THE COURTROOM DEPUTY: Which exhibit is this again?

MS. ROSENBLIT: 16.

THE COURT: Previously admitted.

THE COURTROOM DEPUTY: It was.

THE COURT: I believe so, yesterday.

BY MS. ROSENBLIT

Q So this letter is dated October 26, 2017. Correct?

A That's correct.

Q And it's addressed to you?

A It is addressed to me.

Q Is this the written response you received from MOHCD?

A Well, yes.

Q Okay.

MS. ROSENBLIT: If we could look at the first paragraph, please.

(Document displayed)

MS. ROSENBLIT: I'm sorry, maybe the second paragraph.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. You see where it says (As read):

"As a part of the program, the agency and you entered into a declaration of resale restrictions and option to purchase agreement..."

A I see that.

Q That was the document we looked at first this morning, is that correct?

A That's correct.

Q Your agreement, with the agency?

A Yes, absolutely.

Q And about the middle of the paragraph do you see where it says:

"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."

A That is what it says.

Q And you were, as we discussed, in fact, leasing out the property, right?

A I was.

Q And you did not have written consent.

A That's correct.

Q Okay.

MS. ROSENBLIT: Now if we can call out Paragraph 3.

(Document enlarged)

MS. ROSENBLIT: All right.

BY MS. ROSENBLIT

Q You see where it says:

"We have received the September 19, 2017, letter provided by your primary physician."

That's Dr. Ludwig, correct?

A That's correct.

Q (As read)

"You may have roommates, without charging rents."

Do you see that?

A I do.

Q (As read)

"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."

Do you see that?

A I do.

Q And we looked at that definition earlier this morning, right?

A We did.

MS. ROSENBLIT: If we can go to the next page, please.

(Document displayed)

MS. ROSENBLIT: If you will call out those first two paragraphs.

(Document enlarged)

BY MS. ROSENBLIT

Q So this sentence is continuing:

"...primary residence which requires you to reside at the property for at least ten months out of each calendar year. If you plan to travel more than two months out of the calendar year, you are required to first notify MOHCD and submit the supporting travel documents for MOHCD's written approval."

Do you see that?

A I do.

Q All right. And then the next paragraph, do you see where it says:

"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 a financial hardship..."

Do you see that?

A Yes.

Q (As read)

"...both of which must be reviewed and approved by MOHCD in its sole discretion."

Do you see that?

A I do.

Q And then it continues to say:

"...the total period for which the property may be leased shall not exceed 12 months..."

A That's correct.

"... pursuant to the MOHCD's current temporary rental policy."

Do you see that?

A Yes.

Q All right. Thank you.

MS. ROSENBLIT: All right. I would like to offer Exhibit 34 into evidence.

THE COURT: All right, Exhibit 34 is admitted.

(Trial Exhibit 34 received in evidence.)

(Document displayed)

MS. ROSENBLIT: If we could call out the top section and first paragraph, that whole -- yeah, thank you.

(Document enlarged)

BY MS. ROSENBLIT

Q Okay. Mr. Rice, is this an email to you from Cissy Yin?

A It is.

Q And it's dated November 1st, 2017?

A It is.

Q All right. And this first paragraph where it says (As read):

"Dear Mr. Rice, thank you for your email!"

Correct?

A It does.

Q And then it continues to say in the next paragraph:

"The LEP program has been developed to provide affordable housing units at prices below market rate..."

A Well, first it says:

"The Americans with Disability Act (ADA) is not applicable to the situation."

Q Correct.

A Then it says "The LEP." I don't know what -- this LEP thing, I was in the LEHP program, but, very well.

Q LEHP meaning Limited Equity Home Ownership Program?

A Correct.

Q Okay. All right. So that second sentence says (As read):

"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 prohibitions as mandated in the declaration of restrictions."

Do you see that?

A I see that.

Q And the next sentence says:

"Permission to rental" -- I think she means rent -- "of such units is against the nature of the program."

Do you see that?

A I see that.

Q And it continues to say:

"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."

Is that correct?

A That's correct. And all that's correct unless you obtain permission, and in some cases, written consent.

Q All right.

MS. ROSENBLIT: If we can please look at -- I think it's the next paragraph, down to the bottom, please.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. So this paragraph starts with:

"The permission to temporarily rent out a BMR unit may only be granted in circumstances..."

And then it gives us that information about those circumstances again. Correct?

A It -- yes.

Q And then Ms. Yin goes on to provide information in Nos. 1, 2, 3, 4, 5, about the process for obtaining permission to temporarily rent your unit. Correct?

A Um, that would be in the case -- I think that's in the case of for a financial hardship exemption.

Q Right. So she's provided you information about these two circumstances when the policy allows for a temporary rental,

right?

A Yes.

Q And then she's provided you this detailed list of how you would go about obtaining permission to have a temporary rental in those circumstances. Correct?

A That is correct.

Q All right. Thank you. After you received this letter, this email, and the action required letter, you did not submit documents in support of a financial hardship. Correct?

A That is correct.

Q You did not submit any other letters from Dr. Ludwig in support of your accommodation request?

A I did not.

Q You did not submit any letters from any other doctors in support of your request, correct?

A I did not. But I would have submitted anything that -- I had been requested to. I wasn't requested to submit any of that stuff.

Q But we just looked at that email, correct?

A Yeah, but that -- this financial hardship exemption was not something I needed. And, you know, really, it was pointless information for me. My request was for a disability accommodation. Not a financial hardship exemption.

Q And so you did not submit any documentation to request a financial hardship exemption.

A That's correct.

Q Right? Or to request employment relocation. Right?

A That is correct.

Q And after you received these communications from MOHCD, you testified that you asked your last roommate, Laura, if she wanted to stay living with you for free. Correct?

A Yes. When I received the letter, you know, of course I discussed it with my then-roommate. She was a very nice person. It was good for me for her to be there. I didn't want her to leave.

And so I told her, you know: Look, while I work this out, you -- you are welcome to stay, and you can stay here for free. And so I worked out, resolved this situation with the Mayor's Office of Housing.

Q And Laura said no, right?

A She expressed to me that she felt nervous about the situation. I -- something along the lines -- what I recall was she, herself, felt that maybe she would be in trouble or get in trouble, and she was not comfortable with that scenario. And, elected to leave.

And of course, I understood that, and said: Okay, no problems. And obviously, I didn't try to make her stay.

Q After you received these communications from MOHCD that we looked at, you didn't try to have any other roommate live with you without paying rent, did you?

A No, I did not.

Q And you've never had a lease agreement or written agreement with a roommate who did not pay rent, have you?

A I -- that is correct.

Q In January of 2018, you sent some emails to Maria Benjamin at the Mayor's Office of Housing, right?

A Yes, I did.

Q I think we looked at some of those yesterday, right?

A We did.

Q You wanted -- you wanted to talk to Ms. Benjamin, right?

A Well, yes, of course. From the very beginning, I wanted to talk with somebody. And at that time, which I believe I clarified yesterday, I thought Maria Benjamin was the director of the Mayor's Office of Housing. She was the director of the program, which is fine.

But, in any case, I wanted to talk to somebody. And, yes, of course.

MS. ROSENBLIT: I'll offer at this time Exhibit 292 into evidence. I can provide the Court a copy. We looked at it yesterday morning.

THE COURT: Any objection?

MS. LEE: I'd like to preserve objections based on how it's used, but not to admit it.

THE COURT: Okay. So it sounds like the exhibit can be admitted. Okay.

MS. ROSENBLIT: Thank you.

THE COURT: But the testimony may -- if you want to object, that's fine -- to the testimony, that's fine. Exhibit is admitted.

(Trial Exhibit 292 received in evidence.)

MS. ROSENBLIT: All right, thank you. So we will publish Exhibit 292 for the jury.

(Document displayed)

MS. ROSENBLIT: All right. If we can call out the first half of the email.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. Mr. Rice, is this an email from you to Cissy Yin, copying Maria Benjamin and some folks?

A It is.

Q And it's dated Saturday, January 13, 2018? Is that right?

A That's correct.

Q Is this your email?

A It is.

Q This is one of your emails sent to Ms. Benjamin during that time?

A I sent it to everybody listed there, including Ms. Benjamin.

Q And in January of 2018 you had a telephone call with Ms. Benjamin?

A I'm not sure of the date.

Q This was in January of 2018 (Indicating)?

A That's dated January 13th, the telephone phone call. I provided the information, I'm not sure what -- it was like -- what was in my mind, it was like on the 21st or 23rd, or if you -- do you have that? I'm not sure of the date of that phone call at this moment.

Q Okay. You had a phone call with Ms. Benjamin. Right?

A Yes. Later in January.

Q She called you back and left a voicemail, right?

A That's correct.

Q And then told you a time to call, and you guys connected on the phone?

A Well, her voicemail was that she -- the day that I received her voicemail, I think I, you know, I didn't have a cellphone at that time. So all -- you know, any kind of messages I would see on my computer.

And so that day, what I recall was, you know, I think it was in the evening that I saw that message. The message was that she was available, at the time that she left that message. But I called her the next day, and spoke with her then.

Q Okay. And you don't remember the exact day, but it was a date from January of 2018.

A Yes. Something like January 20th, I think. Or 21st or --

Q I think you testified yesterday that phone call was 30 to

40 minutes long?

A No. It was 23 minutes long.

Q Okay. All right. The action required letter that we were looking at earlier from the Mayor's office, you know the one I'm talking about?

A Yes.

Q The letter said you were in default. Correct?

A It did.

Q And instructed you to terminate your lease to cure that default?

A That's correct.

Q And you did terminate the lease?

A Absolutely.

Q You submitted proof of the termination of your lease to MOHCD, right?

A I did.

(Document taken off display)

Q On November 1, 2017?

A I think it was on that day.

Q And then MOHCD informed you that you had cured your default, right?

A That's correct.

MS. ROSENBLIT: I would like to admit Exhibit 35, please.

THE COURT: All right. Exhibit 35 is admitted.

(Trial Exhibit 35 received in evidence.)

MS. ROSENBLIT: If we could publish for the jury?

(Document displayed)

MS. ROSENBLIT: I think it's the top half, please.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. Mr. Rice, is this an email from Ms. Yin to you?

A It is to me, and it's copied to several people.

Q And it's dated November 7, 2017. Right?

A That is correct.

Q And you see where it says (As read):

"Dear Mr. Rice,

"Thank you for submitting lease termination and declaration of occupancy and non-rental"?

A I see that.

Q (As read)

"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."

Do you see that?

A I see that.

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

Do you see that?

A Yes, I see that.

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

Right?

A Yes.

MS. ROSENBLIT: Take that down. Thank you.

(Document taken off display)

BY MS. ROSENBLIT

Q Mr. Rice, you understood that you were allowed to continue living in and owning your unit at 200 Brannan Street, right?

A That's correct.

Q You understood the City was not requiring you to sell your condo, right?

A That's correct. They made no demand upon me to sell my condominium.

Q You had cured your default. Correct?

A I cured my default. Everything at that point was copacetic.

Q And, but you did sell your condo.

A I did.

Q You requested information about selling your condo on November 9, 2017. Right?

A That probably sounds correct.

Q All right.

MS. ROSENBLIT: I would like to admit Exhibit -- one minute -- 266 into evidence.

THE COURT: 266 is admitted.

(Trial Exhibit 266 received in evidence.)

MS. ROSENBLIT: If we can call out the top part.

(Document enlarged)

MS. ROSENBLIT: Or, I'm sorry, everything in the text.

(Document enlarged)

MS. ROSENBLIT: Thank you.

BY MS. ROSENBLIT

Q All right. Mr. Rice, is this a message from you, dated November 9, 2017?

A That appears to be correct.

Q And it says in that second sentence (As read):

"I would like to consider selling my unit and request the current restricted value of the unit from the Mayor's Office of Housing and Community Development"?

A That's what it says.

Q And that's because there is a restriction on how much you could resell it for as an affordable unit. Right?

A Yes. The purchase and/or selling price was calculated. There's a formula that the price was calculated by, and that calculation is what the price would be.

Q Right. So if you wanted to sell, any time you wanted to

sell, you needed to ask what the current price would be from the agency. Right?

A Well, not only to sell, but if I was going to refinance or if I was considering refinancing, you know, had to obtain that price. And that was the -- that's the only place that was available.

Q All right. Okay. All right. And that is your signature there, correct?

A Well, it's --

Q Electronic?

A You know, I'm using a font. I didn't actually sign it like this, but that is me.

Q Okay. Thank you.

MS. ROSENBLIT: We can take that down.

(Document taken off display)

MS. ROSENBLIT: I would like to admit Exhibit 273, please.

THE COURT: Okay. 273 is admitted.

(Trial Exhibit 273 received in evidence.)

(Document displayed)

MS. ROSENBLIT: Is that the wrong one?

(Document taken off display)

MS. ROSENBLIT: All right, sorry. I think I have the wrong exhibit, so I'll come back. Thanks.

BY MS. ROSENBLIT

Q And so you did thereafter sell your below market rate condo for $272,822. Correct?

A I did. But you left something out.

Q And that was the maximum allowable sales price for your unit?

A Well, there was no minimum or maximum. That -- it was an exact number, determined by that formula. So I don't know why people are saying "maximum" or anything else. It's just, that is the number.

Q And you got that number, right?

A That is correct.

Q All right. And you closed on your unit, May 4th, 2018. Right?

A Correct.

Q All right. So we looked at that document a second ago, November 9th, where you were requesting information to sell your condo. Right?

A That's correct.

Q But that was not the first time you expressed interest in selling your condo. Right?

A It wasn't the first or the last.

Q In January, 2010, you wrote to the San Francisco Redevelopment Agency that you needed to sell your condo and find somewhere else to live.

A What date?

Q In January of 2010?

A That would have been with the redevelopment agency.

Q Correct. In January, 2010, you wrote to the San Francisco Redevelopment Agency that you needed to sell your condo and find somewhere else to live. Right?

A Yes.

Q All right.

MS. ROSENBLIT: I would like to admit Exhibit 355, the parties' agreed version, please.

THE COURT: All right, 355 is admitted.

(Trial Exhibit 355 received in evidence.)

(Document displayed)

MS. ROSENBLIT: All right, if we could look at the top half.

(Document enlarged)

THE WITNESS: I need to see more of this.

BY MS. ROSENBLIT

Q Can you see it on your screen in front of you?

A Yeah, but you have redacted out a bunch of stuff that was really important at that time.

THE COURT: So, just so you know, Mr. Rice, I think the lawyers have agreed that this is probably the exhibit that they wanted to put in. And maybe at the break you can talk and decide whether that's something different. But just for

purposes of the City's questioning, let's go with this.

THE WITNESS: Okay.

THE COURT: And if you need to look at the binder version we can give you the binder version, if that's easier for you to look at. The hard copy.

THE WITNESS: Okay. Thank you.

MS. LEE: Yeah, we have no objection. These are the redactions we agreed to, pursuant to the motion --

THE COURT: Yes, I appreciate that.

MS. ROSENBLIT: All right.

BY MS. ROSENBLIT

Q Mr. Rice, is this your email to David Sobol and Edith Horner, dated January 26, 2010?

A It is.

Q All right. And do you see that, I guess, second paragraph (As read):

> "I am writing to state that the nature and affairs of the 200 Brannan Owners Association have become intolerable for me, as well as for others. I say intolerable because the powers that be, here, are effectively driving me from my home."

Do you see that?

A That's what it says.

Q And that's the homeowners association, right? The powers

that be?

A Well --

Q And I want to be careful. I don't want to go into it; I just want to ask you if you are referring to the homeowners association.

A Not --

Q Not the City.

A Oh, not the City. Correct.

Q Right. This issue was with the HOA, right?

A Well, there -- there's three components.

THE PLAINTIFF: May I answer, Your Honor?

THE COURT: Well, yes, but maybe it would just be easier if -- I think, if you just listen to the questions and answer them, and we'll have a break pretty soon, I think 10:10 would be our break, and with the redirect so your lawyers can have a little conversation with you.

We're just doing a light touch with this type of thing, as you remember, and not a deep dive.

THE PLAINTIFF: Okay.

THE COURT: And if you think it's important to explain, I think you can probably do that on redirect.

THE PLAINTIFF: Okay, thank you.

THE COURT: Just as I'm giving Ms. Rosenblit -- I'm giving everybody strict timelines. You will have plenty of time to explain.

THE PLAINTIFF: Thank you.

MS. ROSENBLIT: I'm really working to follow these rules.

THE WITNESS: That's okay.

BY MS. ROSENBLIT

Q So I'm being very careful. I just want to clarify that the issue here that was intolerable was from the HOA, and not the City. Is that right?

A Yes.

Q Okay. Thank you. All right. And if we can now look at the bottom half of this email, the third paragraph to the end.

(Document enlarged)

Q All right, you see that first line, it says (As read):

"It is with great dismay and protest, and under great duress, that I find the living conditions here to be so intolerable that I must find some other place to live."

A That's what it says.

Q Thank you. In November, 2011, you wrote to them again about selling your condo, is that right?

A What date?

Q In November, 2011.

A Yeah, there were some number of times where, you have to remember, I was severely afflicted by a lot of problems, my mind is flip-flopping around and stuff, so --

Q If the date is challenging, let me show you the email.

A Yes, please.

MS. ROSENBLIT: I move to admit Exhibit 350, the parties' agreed redacted version.

THE COURT: Exhibit 350 admitted.

(Trial Exhibit 350 received in evidence.)

MS. ROSENBLIT: Please publish, thank you.

(Document displayed)

MS. ROSENBLIT: If we can call out, you know, the top -- I'm sorry. Okay, where it says "From Allison Rice" all the way through the bottom of the text.

(Document enlarged)

BY MS. ROSENBLIT

Q Here we go.

Mr. Rice, is that your email, dated November 18, 2011, again to Ms. Horner and David Sobel?

A It is.

Q All right. And it says (As read):

"As you know, somewhat recently I've expressed great interest in selling my BMR locatedat200 Brannan Street... In fact at one point I even initiated the process with you at the San Francisco Redevelopment Agency which I had to rescind for financial reasons."

Is that right?

A That's what it says.

Q Okay. And then the second paragraph says:

"I am writing this communique to express with utmost clarity as I possibly can that if and when I sell my BMR unit, it is with absolute protest that I do."

Do you see that?

A I do.

Q Okay.

"And I absolutely retain any and all rights that I may possess to pursue legal recourse for any losses..."

Do you see that?

A I do.

Q Again, you were wanting to sell at this time because of issues with the HOA, not the City. Right?

A Well, I didn't want to sell it, because -- the next sentence says because I had -- never had any intention or desire to sell.

But my -- the issue here at that time was it was very stressful. And that was -- stress is really bad for -- you know, exceptionally bad for me as compared to, you know, like, a mentally healthy person.

Q And that stress was the result of the HOA, and not the

City, correct?

A To the best of my knowledge.

Q Okay. Thank you. All right. Between 2012 and 2017, you repeatedly requested information about selling, the price of your condo. Correct?

A Can you repeat that, please?

Q Yes.

A Sorry.

Q Between 2012 and 2017, you repeatedly requested information about selling -- the selling price of your condo.

A Yes. I was -- oftentimes, you know, I wanted to know what the selling price would be.

Q And you began working with a real estate agent in about 2012. Right?

A I connected with a real estate agent, but we never progressed to actually listing it or anything of that nature. Until the very end.

Q Okay. And over these years, between 2012 and 2017, you had many communications, email communications with your real estate agent --

A Yes.

Q -- about possibly selling. Correct?

A That's correct.

Q All right.

MS. ROSENBLIT: And I would move to admit Exhibit 221.

(Off-the-Record discussion between counsel)

THE COURT: 221.

MS. LEE: No objections.

THE COURT: It is admitted.

(Trial Exhibit 221 received in evidence.)

(Document displayed)

BY MS. ROSENBLIT

Q You requested information about the selling price of your condo on September 19, 2015. Correct?

A Can you blow that up a little bit?

Q Yes.

(Document enlarged)

THE COURT: And Ms. Rosenblit, just for timing reasons, we are coming up close to 90 minutes. So when you come to a natural breaking point, we can take a break.

MS. ROSENBLIT: I think if we can do five more minutes, that would be a good place.

THE COURT: That's fine.

THE WITNESS: This is September 19, 2015.

BY MS. ROSENBLIT

Q And again, you say:

"I would like to consider selling my unit..."

A Yes.

Q Okay.

"...and request the current restricted value

of the unit..."

A That's correct.

MS. ROSENBLIT: Okay, Your Honor, I would like to move to admit Exhibit 227, which is agreed.

THE COURT: 227 is admitted.

(Trial Exhibit 227 received in evidence.)

MS. ROSENBLIT: If we can publish, please.

(Document displayed)

BY MS. ROSENBLIT

Q Mr. Rice, you requested information about the selling price again on May 2, of 2017, right?

A Possibly. Can we see the communication? Can you --

(Document enlarged)

A Yes, May 2nd, consider selling -- yes, I did.

Q Okay.

MS. ROSENBLIT: Your Honor, I move to admit Exhibit 232, which was -- I understood there was no objection to.

THE COURT: All right, 232 is admitted.

(Trial Exhibit 232 received in evidence.)

MS. ROSENBLIT: All right, if we could blow up just the first half with the date, please.

(Document enlarged)

MS. ROSENBLIT: Can we do it with the date, please?

(Document enlarged)

BY MS. ROSENBLIT

Q All right. You requested information about the selling price again from MOHCD around August of 2017. Right?

A Yes.

Q And this letter is a letter to you from MOHCD in response to your request. Correct?

A That is correct.

Q In fact, the first line says:

"This letter is in response to your request for information about the current selling price of the unit..."

Right?

A Yes, I was in the process of refinancing, I needed to know what that number was.

Q All right. You were also having communications in the summer of 2017 with your real estate agent about potentially selling your unit, right?

A That is also correct.

MS. ROSENBLIT: Okay. Your Honor, I think this is a good time.

THE COURT: Okay. We'll go off the record.

(Off-the-Record discussion)

(Recess taken from 10:11 a.m. to 10:43 a.m.)

(The following proceedings were held in the presence of the Jury)

THE COURT: Okay, the jury is back in the courtroom. Everyone may be seated.

As soon as Karen hits her chair, we'll start.

THE PLAINTIFF: (Indicating)

MS. ROSENBLIT: You can leave it on the podium. It's fine.

THE COURT: It's up to you.

MS. ROSENBLIT: It's fine.

THE COURT: All right.

THE COURTROOM DEPUTY: Okay.

THE COURT: So we are back on the record. Counsel, you may resume your examination.

MS. ROSENBLIT: All right, thank you.

BY MS. ROSENBLIT

Q Mr. Rice, I realized I skipped something earlier, so I would like to move to admit Exhibit 37, please.

THE COURT: All right, Exhibit 37 is admitted.

(Trial Exhibit 37 received in evidence.)

MS. ROSENBLIT: And if we can publish to the jury.

(Document displayed)

BY MS. ROSENBLIT

Q Mr. Rice, earlier we were talking about some of the back-and-forth emails between you and Ms. Cissy Yin at the Mayor's Office of Housing, right?

A Yes.

MS. ROSENBLIT: If we could blow up the top half.

(Document enlarged)

BY MS. ROSENBLIT

Q Is this an email from Ms. Yin to you, dated November 8, 2017?

A Yes.

Q And you see in that first line, first paragraph, it says:

"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" -- I think she means "rental" -- "of your BMR unit, you may provide all documents listed to MOHCD for consideration."

Right?

A That's what it says.

Q And you did not submit any documentation for a financial hardship request, right?

A No, I did not.

Q All right.

MS. ROSENBLIT: If we can look at the last paragraph, please.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. That last sentence, you see it says:

"Allowing a BMR owner to collect rental

income is not a 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."

Do you see that?

A Yes.

Q Okay. Thank you. All right. And earlier we were talking about you had one phone call with Ms. Benjamin in January of 2018. Do you remember that?

A Yes.

Q And as part of that call, she suggested that you could request a roommate pay for utilities or for groceries, right?

A I have no memory of her saying that in that phone call. She may have; I have no memory of her saying that. The first memory I have of that statement was somewhat recently in the -- I think it was in -- a defendant's motion for summary judgment, a few -- not too long ago.

Q Okay. So you don't remember one way or the other whether she said that during the phone call?

A Yes. I have no memory. She may have. If she did, I just don't remember that.

Q And you never tried to have a roommate who you didn't charge rent, but paid for utilities or groceries, right?

A That's correct.

Q All right. And another one I skipped, and just want to do

quickly.

MS. ROSENBLIT: Move to admit Exhibit 2- -- was it -73? 273.

THE COURT: All right, Exhibit 273 is admitted.

(Trial Exhibit 273, previously received in evidence.)

(Document displayed)

THE COURT: I'm assuming with all of these that, in accordance with my rules, you've met and conferred, and that's why I'm just submitting them.

MS. ROSENBLIT: Correct.

THE COURTROOM DEPUTY: 273 was previously admitted this morning.

MS. ROSENBLIT: Oh, you're right, I'm sorry. 263.

THE COURTROOM DEPUTY: 263. Okay.

THE COURT: 263 is admitted.

(Trial Exhibit 263 received in evidence.)

MS. ROSENBLIT: If you could blow up -- if it's possible to cross pages, that last email that is on the --

MR. O'BRIEN: This is 263?

(Off-the-Record discussion between counsel)

MS. ROSENBLIT: Okay, great, too many exhibits. Can we go back to 273, please.

(Document displayed)

MS. ROSENBLIT: And if you will scroll down, Mr. O'Brien, if you are able to --

THE WITNESS: I can't read it. Can you blow it up?

MS. ROSENBLIT: Yes. If you can blow up the last email.

(Document enlarged)

MS. ROSENBLIT: That's great. Thank you.

BY MS. ROSENBLIT

Q All right. Mr. Rice, is this an email from you, dated December 13, 2017?

A It is.

Q To: Ms. Cissy Yin, Ms. Maria Benjamin, and others?

A It is.

Q And it says (As read):

"To the MOHCD, I'm selling my BMR unit 'under protest'..."

A "I'm selling my BMR condominium 'under protest'..."

Q Thank you. All right. Okay, Mr. Rice, we spoke earlier about your traveling to Austin, Texas, a lot during the 2011 to 2014 time period. Correct?

A Basically from 2011 through the end of 2014.

Q You were still living in Austin in 2015, too, weren't you?

A No. You know, I had a bunch of equipment, I had this truck, I was driving back and forth. It took like, you know, three trips. So I started moving, you know, my stuff back at the end of 2014. And I would be here for a little bit, and then I went there again to get more stuff. So it was like this

transition period of time.

Q You testified yesterday that in 2016 and 2017, you were in Europe for 11 out of 18 months. Is that right?

A Yeah, something -- that's what I testified, as something close to that.

Q And you spent about five months in Europe in 2016, correct?

A I believe -- in 2016?

Q Yes.

A I think in 2016 I spent a bit more than that.

Q A bit more than five months?

A Yes. Less so in 2017.

Q Okay. How many months do you think you spent in Europe in 2016?

A Oh, let me think for a second. My first trip -- I think it was like maybe seven and a half months. Not at the same time, but in total.

Q And you had an apartment in Budapest?

A I did. Well, wait a minute. Not at first. I did get one later.

Q Did you have an apartment in Budapest in 2016?

A I did.

Q Did you have a lease for that apartment?

A Of course.

MS. ROSENBLIT: All right, I move to admit

Exhibit 142.

THE COURT: Exhibit 142 is admitted.

(Trial Exhibit 142 received in evidence.)

(Document displayed)

BY MS. ROSENBLIT

Q All right, Mr. Rice, do you recognize this document?

A I do.

MS. ROSENBLIT: If we could blow up the first half, all the way through No. 1.

(Document enlarged)

MS. ROSENBLIT: Thank you.

BY MS. ROSENBLIT

Q Is that your name at the top?

A It is.

Q And in the middle of the page is that your signature?

A It is.

Q And this is called "MOHCD OCCUPANCY CERTIFICATION FORM." Correct?

A It is.

Q And next to your signature, it's dated February 29, 2016?

A That's correct.

Q And do you see No. 1, it says (As read):

"I/we hereby certify that I/we currently reside as owner-occupant at this address"

A That's correct.

Q And in 2017, you wanted to refinance your home loan, right?

(Document taken off display)

A Well, I initially -- that whole process started in early 2016 and it carried into 2017, but yes to your answer. Or, yes to your question.

Q You were working with First Republic Bank to do that, right?

A Eventually I connected with Sean Fitzgerald at First Republic bank.

Q First Republic offered you a lower interest rate --

A Yes.

Q -- than what you were already paying. Right?

A Yes.

Q And so you wanted to refinance to get the lower interest rate?

A Yes, yes, yes.

Q I'll just remind you that we shouldn't talk over each other.

A I'm sorry.

Q But I appreciate the efficiency.

A No worries.

Q So as part of that application to refinance, First Republic Bank submitted an application on your behalf to MOHCD. Right?

A Yes. I think that was probably at the beginning of October, I think.

Q And as part of that package, First Republic Bank sent your tax returns to MOHCD?

A Yes, they did.

Q And those were your tax returns for 2015 and 2016.

A That sounds correct.

Q First Republic sent this application package to MOHCD in October of 2017. Right?

A To the best of my knowledge, yes. At the beginning of October. Or somewhere in there.

Q And MOHCD approved your refinancing, correct?

A Eventually, yes.

Q And you got the new loan with First Republic?

A I did. Sorry.

Q And you -- you secured the interest rate that they had promised you, right?

A That is correct.

Q That was a 3.75 percent interest rate?

A That is correct.

MS. ROSENBLIT: All right, Your Honor, I move to admit Exhibit 101.

THE COURT: Exhibit 101 is admitted.

(Trial Exhibit 101 received in evidence.)

(Document displayed)

MS. ROSENBLIT: Blow up the first half of the page, please.

(Document enlarged)

BY MS. ROSENBLIT

Q Mr. Rice, do you recognize this to be your tax return?

A I do.

Q From 2015?

A Yes.

Q So this document was submitted by First Republic Bank to MOHCD in support of your refinance package?

A That's correct. I submitted it to First Republic and then it -- as you said.

Q Great. Thank you.

MS. ROSENBLIT: If we can look at Page 5, please.

(Document displayed)

BY MS. ROSENBLIT

Q Do you see in the middle of the page where it says Types of Property?

MS. ROSENBLIT: No, it's before that. Yeah, call it out right around there. And then down through Rents Received, that's great, that's fine, thank you.

(Document displayed)

BY MS. ROSENBLIT

Q Mr. Rice, did you see in kind of the middle of this call-out it says 1-b, and then if you look over at the right it

says "Fair Rental Days"?

A I'm sorry, which one?

A Oh, there, yes, okay.

Q It says "Fair Rental Days, 365"?

A Yes. I got -- you know, I got to admit I don't exactly know what "fair rental days," what that means. I used Turbo Tax. And it guided me through this.

Q Okay. And "Personal Use Days, 0"?

A Where is that? Oh, okay.

(Document highlighted)

A I don't -- well, that's -- that couldn't be correct. I mean, you know, again, I use Turbo Tax, I don't know why it's -- I don't know that I understand what this part is asking or saying.

Q Okay. And then down by "Income" it says "Rents received, $20,232," is that right?

A Yeah, that's correct.

Q And that was rent you received from your property at 200 Brannan Street, Unit 316?

A That is correct.

MS. ROSENBLIT: Your Honor, I move to admit Exhibit 102.

THE COURT: 102 is admitted.

(Trial Exhibit 102 received in evidence.)

MS. ROSENBLIT: And if we can publish.

(Document displayed)

MS. ROSENBLIT: If we can call out the top part of the second page.

(Document displayed)

BY MS. ROSENBLIT

Q Mr. Rice, do you recognize this to be your tax return from 2016?

A I do. I need to say something here, I'm sorry. On that last one, 2015, I was living at the property the whole time. So I don't know why it says that question about the personal use or not.

Q All right. This is your tax return from 2016?

A It is.

Q Okay. And again you submitted this to First Republic Bank and they sent it to MOHCD?

A That is correct.

Q All right. If we can look at Page 8, please.

(Document displayed)

MS. ROSENBLIT: If you can highlight like the Section 1b down to Rents. Or call out (Inaudible)

(Document displayed)

BY MS. ROSENBLIT

Q Mr. Rice do you see here it says -- same format as the last tax return?

A Yes.

Q It says "Fair Rental Days, 315."

A Yes. I think, if I recall correctly, I think, you can see that fair rental days, if I recall correctly, like, you put in the number of days that the place was for rent, and the program automatically puts in whatever remaining days in the other column.

Q Okay. And down below you see "Rents received, $18,513"?

A That's correct.

Q And that was the amount of rent you received in 2016 for your unit at 200 Brannan Street.

A That's correct.

MS. ROSENBLIT: All right, we can take that down. Thank you.

(Document taken off display)

BY MS. ROSENBLIT

Q All right, Mr. Rice, your last day in your condo was May 8, 2018, when you closed. Correct?

A No, that's not correct. I thought it was at a previous time, you know, stress and everything. So my -- the close of my sale was on May 4, 2008 (sic).

But the actual day that I left was April 7th of 2018. I left the closing process and all of that for my real estate agent to take care of.

Q All right. Thank you. And when you left San Francisco, you first went to Austin for a bit?

A Correct.

Q And then you traveled to Budapest, correct?

A I did.

Q And you arrived in Budapest on May 10th of 2018.

A That sounds correct.

Q And then you rented an apartment, a long-term apartment in Budapest for a year, from July 1, 2018 to June 30th of 2019?

A Yes, I did that. It was a lot cheaper than staying in a hotel room, among other things.

Q And no one lived with you in that apartment in Budapest, right?

A That is correct.

Q And during the year that you were living in Budapest, you did a lot of traveling?

A Extensively, yes.

Q You traveled around Europe, correct?

A Yes.

Q To Copenhagen, Sweden and Belgium?

A I went to those places, yes, among others.

Q Among others in Europe?

A Several, yes. That's why I was there.

Q And you also traveled back to San Francisco and to Austin?

A Yes, I made some trips back to San Francisco, correct.

Q And you also took a big trip to Lima, Peru, and Buenos Aires, is that right?

A Well, one time on my way back to Europe I detoured through Lima, and then Buenos Aires, and then back to Europe.

Q Sounds fabulous. And you maintained your apartment in Budapest during that time. Right?

A Of course.

Q And after you left Budapest, I think we said, what, June 30th of 2019? You moved to Austin again?

A I think you might have the date wrong.

Q I think, okay, I think you testified you were in Budapest for a year from July 1, 2018, to June 30, 2019?

A Oh, after I left the property?

Q Yeah.

A Yes, I'm sorry.

Q So you left Budapest I think in June, 2019, and moved to Austin. Is that right?

A Yes. But the overwhelming majority of my personal property was in Austin during this excursion.

Q I see. Okay. And at some point after you moved back to Austin you purchased a home in Austin near -- I'm sorry in Buda, Texas? Is that right?

A Yes. That wasn't my original intention, but things were taking -- this was taking so long, I thought, well, maybe I had better get a place to live.

Q So you purchased a home in Buda, Texas?

A That's correct.

Q Buda, Texas is outside of Austin, right?

A It is approximately 11 miles south of Austin.

(Reporter clarification)

THE PLAINTIFF: B-U-D-A.

MS. ROSENBLIT: B-U-D-A.

BY MS. ROSENBLIT

Q And you lived in a couple of places in Austin. Correct?

A Well, during the time I've been in Austin I've lived in some number of hotels, and did have this house for a while in Buda. And somewhat recently, I purchased another condominium.

Q Okay.

A You know, a place to live.

Q And you didn't have any roommates at the extended hotels you stayed at, right?

A Well, not the extended hotels, no.

Q And you didn't have any roommates in your home in Buda, Texas, right?

A Correct. It was the pandemic almost the entire time, or the entire time.

Q All right. Mr. Rice, as you testified, you served in the Navy from February 5, 1975 until March 28, 1978. Right?

A I'm not sure about the March 28, but it was -- I thought it was March 24th, but maybe it's the 28th, yes.

Q And you were always stationed here in the United States?

A That is correct.

Q All right. I'm going to talk about some time periods here.

So between 2004 and 2018, your depression symptoms would fluctuate from minute to minute, day to day, but essentially stay the same. Right?

A For the last 46 years or so, including the time period you mentioned. And still, that is the case.

Q You preempted my next question.

So between 2018 and today your symptoms still fluctuate from minute to minute, day to day, but essentially stay the same?

A All that is correct.

Q It's constant, right?

A What's that?

Q Scratch that.

All right. Dr. Ludwig is your primary care doctor, right?

A Ludwig.

Q Ludwig. Is that right?

A Correct.

Q Okay. And you see a specialist for mental-health issues?

A I do. It's not as consistent as my primary care physicians. I see different people, for some periods of time. And mostly at the VA, but I also seek help outside the VA as well.

Q Between 2004 and 2018, you usually saw a mental health

specialist once a week. Right?

A Typically it's once a week. There -- I might, for different reasons, might see somebody, you know, for some period of time maybe a bit more often. Sometimes it's once every two weeks. The frequency vacillates, or varies.

Q Between 2018 and today, you have typically seen a mental health specialist once a week. Right?

A Yes.

Q So the same, right?

A Pretty much, yeah.

Q And that's been pretty consistent for you between 2004 and today, to see someone about once a week. Right?

A Well, for the last 33 years or so.

Q Mr. Rice, you are not currently prescribed any medications to treat your depression or paranoid schizophrenia?

A That's correct. And part of that is my choice, because I did a lot of that for quite a while. And those things, in my opinion, for me at least, they only work for so long. There comes a point where you have to -- you know, do other things.

And what I found to be most effective is talk therapy, and other ways of -- you know, other types of coping skills and so forth.

Q You stopped taking any of those kinds of medications in 2002. Correct?

A I believe, yes, that is correct.

Q And you haven't taken any since, right?

A One more time?

Q You haven't taken any medications for your mental health since 2002?

A Well, I have, one. Very familiar to everybody. I do have a prescription for a long time for Valium, to help me deal with the stress. I rarely take it, but I do on occasion, you know, when things get a little bit too much for me.

So that is related to my psychiatric condition. But, just that one.

Q Okay.

A That's what they call "PRN," you know, as I need it.

Q Let me be more specific. Between 2002 and today, you have not taken any antidepressants. Right?

A That's correct.

Q And between 2002 and today, you have not taken any psychotropic drugs.

A That's correct.

Q Between 2004 and 2018, your psychiatric condition prevented you from holding a full-time job, right?

A It has prevented me from maintaining technically speaking what's referred to as "gainful employment." You know, I'm not a slacker or a couch potato; I keep myself busy. I can do things. But I have great difficulties maintaining relationships or, you know -- I'm not consistent.

Q And the same is true today. Right?

A That is still the case.

Q Mr. Rice, earlier we went through that long list of tenants you had.

A Yes.

Q Did you ever tell your roommates that your unit was a below market rate unit?

A I told -- I told most of them, or, if not all of them. I don't recall specific -- you know, I didn't have a -- I don't recall any specific: Okay, let's sit down and talk about this. But I'm not aware that any of them did not know that.

Q Was that part of your lease agreements with them?

A It was not in my lease agreement.

Q Mr. Rice, no doctor has ever told you: I advise you to get a roommate, and it's really important that they pay rent. Right?

A That is correct.

Q All right.

MS. ROSENBLIT: One moment.

(Off-the-Record discussion between counsel)

MS. ROSENBLIT: Thank you, Your Honor, that's all.

THE COURT: All right. Redirect?

REDIRECT EXAMINATION

BY MS. LEE

Q Mr. Rice, do you remember yesterday when we talked about

three emails that you sent to Ms. Maria Benjamin?

A Yes.

Q And in the first one, you asked to speak with her about your situation with the roommate?

A Yes.

Q And we saw that she didn't respond?

A Yes.

Q And then, the second one, you also asked to talk to her?

A Yes.

Q Did she respond to that?

A No.

Q And then, the third one, did you also ask to talk to her?

A I did.

Q And did she respond to that email?

A Eventually.

MS. LEE: If I could have TX 292 put up on the screen.

THE PLAINTIFF: Well, she didn't reply to the email. She eventually called and left me a message.

MS. LEE: Okay.

MS. ROSENBLIT: Is this admitted?

MS. LEE: Yes.

MS. ROSENBLIT: Okay.

BY MS. LEE

Q Earlier, counsel put this exhibit up on the screen.

(Document displayed)

Q And this was an email that you sent to Ms. Maria Benjamin after those three emails that we saw yesterday? Is that correct?

A Uh --

MS. LEE: If we could zoom in to the top half of the page.

(Document enlarged)

THE PLAINTIFF: I can't see it, I'm sorry.

BY MS. LEE

Q Can you see that?

A Yeah. Ms. Benjamin was one of the people that were cc'd. This was to Cissy Yin, but Maria Benjamin is on here as well.

Q And this email is written in all caps?

A Yes, it is.

Q Bolded.

A Yes, it is.

Q Underlined.

A Yes.

Q And I see a lot of exclamation points.

A Yes.

Q Why did you write this email like this?

A When I wrote this email, I was getting, like, no response from anybody.

(Document taken off display)

A They ghosted me; they weren't responding. And you know,

obviously, this was totally stressing me out. I wanted to talk with people, I wanted to resolve this issue, work it out. And I couldn't get anywhere. I was clearly, you know, frustrated. And, you know, hey...

Q Mr. Rice, counsel asked you a couple questions about your trip -- trips to Budapest in 2016 and '17. Do you remember that?

A Yes, I do.

Q What month did you first go to Budapest in 2016?

A My very first trip to Budapest was the last part of January and most of February of 2016.

Q And who were you visiting in Budapest?

A I was visiting one of my previous roommates.

You may recall Tamas on the list. He was from Budapest. He and I got along really great. We became friends; we're still friends.

Q Had you been to Budapest before?

A No. I had never been to Europe, or -- I never --

Q That was your first time abroad. Is that correct?

A Yes. Well --

Q That's all right. Just, in the interest of time. Earlier we saw counsel went through a chart --

A Yes.

Q -- showing all the rents that you charged your roommates. Do you remember that testimony?

A I do, I do.

Q And counsel also walked through the benefits that you received from the Veterans Administration and from the Social Security Administration. Do you remember that?

A Yes.

Q Mr. Rice, have you always been truthful in your -- in providing your income information to --

A Absolutely.

Q -- MOHCD?

A Absolutely.

Q And to the SFRA?

A Absolutely.

Q Have you always been truthful with your financial information with the IRS?

A Absolutely. Every penny.

Q And with the additional approximately $20,000 in income, do you believe that you were still under the income limits of the BMR program?

A Yes. I was certain of it.

MS. LEE: If we could have TX 142 put back on the screen.

(Document displayed)

BY MS. LEE

Q This is the occupancy certificate we saw earlier that counsel put up. Do you remember that?

A I do.

MS. LEE: And if we could zoom in to the bottom half of the page.

(Document enlarged)

BY MS. LEE

Q No. 1 says:

"I/we hereby certify that I/we currently reside as owner-occupant at this address."

A Yes.

Q Do you see that?

A Yes.

Q And then at the bottom of the page, if we go to the signature and date, or maybe --

A Above, the middle.

Q Thank you.

(Document enlarged)

Q You signed this on February 29, 2016, is that correct?

A Yes. This was -- this certification was for the calendar year of 2015.

Q And when you signed this form, was San Francisco still your primary residence?

A Yes.

Q Okay, thank you.

MS. LEE: You can put that down. If we can please have TX 273 put up.

(Document displayed)

BY MS. LEE

Q Do you remember counsel putting this document up earlier?

If we could zoom in to the top email really quick.

(Document enlarged)

Q Do you remember seeing this email earlier? I'll just represent that this was -- this was up before, but --

A Yes, I recognize it.

Q The email underneath.

A Okay.

(Document displayed)

Q Do you remember saying that you sold your unit under protest?

A I do. And I think it is important to look at the rest of it. Should I read it?

Q No. I just wanted to ask, what did you mean by you were selling under protest? Why did you sell your unit?

A Well, I didn't -- under protest; I didn't want to. But I was -- when this all took place, my mental health, you know, went -- I fell apart, and I was just like -- you know. And I couldn't -- I wasn't getting anywhere in terms of talking with anybody and trying to resolve this issue.

And, you know, I needed to get out of there for my mental health. I didn't want to leave, but I had to take care of myself, you know.

MS. LEE: Thank you. No further questions.

THE COURT: Any redirect? Joint witness?

MS. ROSENBLIT: No, thank you.

THE COURT: All right. So Mr. Rice, you may be excused.

THE PLAINTIFF: Thank you very much.

(Plaintiff excused from the witness stand)

THE COURT: Are you ready to call your next witness?

MR. FISHER: We are, Your Honor. Call Cissy Yin.

CISSY YIN, PLAINTIFF'S WITNESS, SWORN

THE COURTROOM DEPUTY: Thank you. Please have a seat. Make sure you speak clearly into the microphone, there. Thank you.

Could you please state your full name for the record.

THE WITNESS: Sure. My name is Cissy Yin.

THE COURT: Tap your mic, just to see.

THE COURTROOM DEPUTY: Oh, the microphone doesn't seem to be working.

THE COURTROOM DEPUTY: It's all the way up.

MR. FISHER: Maybe move it closer.

THE WITNESS: Okay. Is that better?

THE COURT: Yes.

THE WITNESS: Okay, my name is Cissy Yin.

THE COURT: Okay.

MR. FISHER: Good morning, Ms. Yin.

THE COURT: Just so the jury knows, this is a joint witness, too. Mr. Rice was a joint witness, this is a joint witness. And to keep it going, we do the joint witness in the plaintiff case-in-chief.

All right. Your witness.

DIRECT EXAMINATION

BY MR. FISHER

Q Good morning, Ms. Yin.

A Good morning.

Q Now you work for the City and County of San Francisco, right?

A That's correct.

Q Can you tell the jury which agency you work for?

A Sure. I work for the Mayor's Office of Housing and Community Development, of the City and County of San Francisco, MOHCD.

Q And you have been there since 2016, right?

A That's correct.

Q Seven years, if I'm doing my math right?

A Yeah, I have been with MOHCD for seven years.

Q And in 2017, you were directly in charge of MOHCD's compliance work. Is that right?

A That's correct.

Q Okay. "Compliance" meaning ensuring that MOHCD follows the rules, right?

A That's correct.

Q State law, correct?

A Correct.

Q Federal law, right?

A Correct.

Q That was your job.

A Yes.

Q Okay. And before working at MOHCD, you worked at the San Francisco Police Credit Union. Is that correct?

A That's correct.

Q And your role there was also in compliance, right?

A My role related to compliance, yeah. I was the underwriting manager.

Q Got it. And how long were you at the police union?

A For five years.

Q Five years, okay. And before that you worked at a lending center in Washington, correct?

A That's correct.

Q Also in compliance there?

A It's related to affordable lending, yeah.

Q But you had a compliance role, right?

A It was not my direct role, I was the underwriter. But my job is also to processing those mortgage transactions to ensure they are compliant with the local, state and the federal laws.

Q How long did you work there?

A I worked there for five years.

Q So fair to say you've been involved in compliance work in one form or another for over a decade. Right?

A That's true.

Q Now, Ms. Yin, while you were working -- or through your role at MOHCD, you became familiar with my client, Mr. Allison Barton Rice (Indicating). Right?

A That's correct.

Q And at some point he made a request to have a roommate who paid rent. Do you remember that?

A Correct.

Q And you determined that that request was not reasonable. Correct?

A That's correct.

Q You knew that he had a disability, right?

A Correct.

Q A 100 percent service-connected disability, right?

A That's right.

Q And you knew that before you made the determination that his request was not reasonable, correct?

A That's correct.

Q In fact, you knew it a year before, right?

A A year before, what do you mean, a year before?

Q Let's take a look at Exhibit 31. Do you -- you don't have a binder in front of you, do you?

A No.

Q I can remedy that.

A Which exhibit?

Q 31.

A 31.

(Witness examines documents)

Q This is an email between you and Mr. Rice, right?

A That's correct.

Q And you read this email, correct?

A Correct.

Q And in it, he informs you of his disability status, right?

A Correct.

MR. FISHER: Your Honor, we offer it.

THE COURT: All right, Exhibit 31 is admitted.

(Trial Exhibit 31 received in evidence.)

(Document displayed)

MR. FISHER: Thank you. Scroll drown, blow up "I'm a 100 percent..." There you go.

BY MR. FISHER

Q Okay. So in this email, Mr. Rice tells you that he is a 100 percent disabled veteran, right?

A That's correct.

MR. FISHER: And then Hannah, can you blow up the date on this email?

(Document enlarged)

BY MR. FISHER

Q Ms. Yin, can you read the date to the jury?

A October 5, 2016.

Q So fair to say that as of October 5th, 2016, Mr. Rice had told you that he had a 100 percent service-connected disability. Right?

A That's right.

MR. FISHER: Okay, you can take that down, thank you.

(Document taken off display)

BY MR. FISHER

Q Any reason to think that what he told you in this email was not true?

A No.

Q And Mr. Rice wasn't the only person to tell you about his 100 percent service-connected disability, correct?

A That's correct.

Q Let's look at Exhibit 14 in your binder.

(Request complied with by the Witness)

Q This is a letter from Dr. Alison Ludwig to MOHCD, correct?

A That's correct.

Q And you read this letter when you were considering Mr. Rice's request, right?

A Correct.

MR. FISHER: Your Honor, we offer it.

THE COURT: All right. It's admitted.

(Trial Exhibit 14 received in evidence.)

BY MR. FISHER

Q So do you see the portion of this letter saying that Mr. Rice has a 100 percent service-connected disability for depression and paranoid schizophrenia?

A Yes.

BY MR. FISHER

Q And the date on this letter --

MR. FISHER: Hannah, can you blow this up as well?

THE WITNESS: September 19, 2017.

MR. FISHER: Great. You can take that down, thank you.

All right, let's turn to Exhibit 247. That's not in front of you. There is no objection to this.

THE COURT: All right, Exhibit 247 is admitted.

(Trial Exhibit 247 received in evidence.)

MR. FISHER: All right, let's just pull it up.

(Document displayed)

BY MR. FISHER

Q Can you see that?

A Yes.

Q This is an email to you from Sandra Gates-Anderson, correct?

A That's correct.

Q And she was a colleague of yours at the time?

A Yes.

Q And Ms. Sandra Gates-Anderson, if you scroll down --

(Document displayed)

MR. FISHER: Yeah, can you go up, his email? Great.

BY MR. FISHER

Q She is forwarding you an email from Mr. Rice. Correct?

A That's correct.

Q All right. And in this email, Mr. Rice asks for approval to have a roommate. Correct?

A That's correct.

Q And he says that he previously got permission from Ms. Edith Horner. Right? Some time in late 2008 or early 2009. See that?

A Yes.

Q And that he obtained a letter of support from his doctor, recommending that he have a roommate. Right?

A That's right.

Q So this was when you were put on notice of Mr. Rice's request to have a roommate, correct?

A Correct.

MR. FISHER: Can we blow up the date on that email?

(Document enlarged)

THE WITNESS: October 19, 2017.

MR. FISHER: Okay, let's pull up Exhibit 16. It's already in evidence.

(Document displayed)

MR. FISHER: It's on the screen, Ms. Yin.

BY MR. FISHER

Q Now, the date on this letter here, do you see that, it's October 26, 2017?

A That's correct.

Q That's about a week later from the email we were just looking at, right?

A Yes.

Q Okay. Now, Ms. Yin, this letter conveys the City's response to Mr. Rice's request to have a roommate. Correct?

A That's correct.

Q Okay. So isn't it right that as of the date of this letter, October 26, 2017, MOHCD had made the decision that having a rent-paying roommate is not a reasonable accommodation that it could make. Correct?

A That's correct.

Q All right. And this date, October 26, 2017, it's about a month after that letter we were looking at from Dr. Ludwig, right?

A Correct.

Q Okay. And a little over a year after that first email we were looking at from Mr. Rice. Right?

A Correct.

Q Okay. So let's look a little more closely at this letter.

Do you see there's a section, I think it's a little farther down, where it says that Mr. Rice has been violating the rules of his agreement, and that it constitutes a default?

Maybe Hannah can find that and blow it up.

(Document enlarged)

Q There it is. Do you see that?

A Yes.

Q And it says to cure that default, he has to terminate any leases he has to the property. Right?

A That's right.

Q He did that, right?

A He did.

Q Let's look at Exhibit 35. That should be in your binder.

A 35?

Q Yeah.

(Document taken off display)

MR. FISHER: There is no objection to this (Inaudible) I was asking if there was no objection.

MS. ROSENBLIT: No objection.

THE COURT: Exhibit 35 is admitted.

(Trial Exhibit 35 received in evidence.)

(Document displayed)

BY MR. FISHER

Q Okay. This is an email from you to Mr. Rice. Correct?

A Correct.

Q And the date on this is November 11, 2017. Right?

A Right.

(Reporter clarification)

MR. FISHER: Oh, my apologies, I got --

BY MR. FISHER

Q November 7, 2017. Right?

A Right.

Q And in this email, you thank Mr. Rice for submitting his lease termination.

MR. FISHER: Maybe we can blow that part up.

(Document enlarged)

MR. FISHER: Great. That's perfect.

BY MR. FISHER

Q Right? You say thank you for --

A That's right.

Q So he complied with the request in that letter we were just looking at to terminate his leases, correct?

A Correct.

Q And that cured the default, right?

A Right.

Q And in the last paragraph here you say that (As read):

"The subordination team will resume processing your refinance/subordination request."

Correct?

A Correct.

Q So his refinance request was on hold. Right?

A Yes.

Q And that hold was lifted when he complied with what you asked him to do in that letter that had the words "Action required" on top of it?

A Correct.

Q Okay.

MR. FISHER: We can take that down.

(Document taken off display)

BY MR. FISHER

Q Now, Ms. Yin, the program that Mr. Rice was a part of at MOHCD was the Limited Equity Home Ownership Program, right?

A That's correct.

Q And one of the purposes of that program is to provide home ownership opportunities to people who otherwise would not have them in San Francisco. Correct?

A Correct.

Q And another purpose of that program is to limit the equity that people can build in those units, to ensure that they can be resold again and again and again at affordable rates. Right?

A Right.

Q Okay. Hence the name Limited Equity Program, right?

A Yes.

Q So there is two purposes. One to provide home ownership opportunities to people who don't otherwise have them, and two, to limit equity, right?

A Yes.

Q So let's talk about the first one. Mr. Rice was part of the population that this program was intended to serve, was he not?

A Yes.

Q He was provided a home ownership opportunity in San Francisco, correct?

A Yes.

Q And he wouldn't have otherwise been able to afford a home in San Francisco. Right?

A Yes.

Q Okay. The fact that he collected rent doesn't change that. Right?

A It -- against the nature of the program.

Q I understand that. But the fact that he collected rent doesn't change the fact that he was qualified to be in the program. Right?

A Right.

Q Doesn't change the fact that he was part of the population that the program was intended to serve. Right?

A Yes.

Q Okay. Let's talk about that second purpose. Allowing

homes to be resold by limiting -- at affordable rates by limiting equity.

So first I just want to make sure we are on the same page about what equity means. When I say "equity," we're talking about the difference between the resale price of the home and the purchase price of the home. Is that right?

A That's right.

Q Okay. In other words, the difference between what you paid to get the home and now what you're selling the home at. Right?

A Correct.

Q Okay. And the program limits the amount of equity a homeowner can build by restricting that second number, the resale price. Right?

A That's correct.

Q So you can't -- what you can't do is buy a home at an affordable rate, and then go resell it at a market rate. Right?

A That's correct.

Q That would be against the nature of the program. Correct?

A That -- yes.

Q Okay. Collecting rent doesn't impact the resale price of the home. Correct?

A Correct.

Q Whatever rent someone collects, that is separate and apart

from the difference between the resale price of the home and the purchase price of the home. Right?

A Correct.

Q So whatever rent someone collects, that's separate and apart from equity. Right?

A Correct.

Q Okay. Now, you determined that allowing Mr. Rice to have a roommate who paid rent would nevertheless be against the nature of the program. Correct?

A That's correct.

Q And that's why you denied his request, right?

A Correct.

Q That was the only reason, right?

A Correct.

Q There wasn't another one.

A Correct.

Q Okay. Ms. Yin, you agree that a roommate is different from a guest. Right?

A Correct.

Q A guest is someone visiting on a temporary basis?

A Correct.

Q Whereas a roommate is someone living with you long-term, right?

A Correct.

Q Okay. Now, you believe that a roommate is not necessarily

someone who pays rent, though. Right?

A That's correct.

Q Could be a friend. Right?

A Correct.

Q A friend that you are providing free housing to. Right?

A Correct.

Q Let's go back to Exhibit 247.

MR. FISHER: Can you pull that up?

(Document displayed)

MR. FISHER: Thank you. And let's go to Mr. Rice's email. And just blow up those first three paragraphs, if you can.

(Document enlarged)

BY MR. FISHER

Q Okay. Now, this is the email with Mr. Rice's request, that we agreed put you on notice of his request to have a roommate in his unit. Right?

A Correct.

Q Okay. So he asked to have a roommate. And he says that he got permission from Ms. Horner to do so. Right?

A Yes.

Q He doesn't ask to have a friend live with him here, right?

A Um -- correct.

Q He doesn't ask to have a family member live with him here, right?

A I cannot tell, yeah, because the roommates -- you know, I don't know the relationship between the roommates and Mr. Rice.

Q Okay. But does he use the word "friend" in this email?

A No.

Q Does he use the word "family member"?

A No.

Q Does he use the word "relative"?

A No.

Q Does he use the word "guest"?

A No.

Q He asked for a roommate. Right?

A Correct.

Q And you thought that by "roommate" he meant someone who would live with him long-term, but not pay rent. Right?

A Um, roommates not necessary has to be long-term, right? Because I don't know why the roommate has to be associated with the term. It's basically someone who is living with you, and in that same dwelling.

Q Fair enough. Let me retry the question, then. So you thought that by "roommate," he meant someone who would be living with him, but not paying rent. Right?

A Correct.

Q All right.

A "Roommate" does not suggest the paying rent.

Q Okay. You thought he was being honest in this email,

right?

A Yes.

Q You thought he was being honest about getting permission from Ms. Horner, right?

A Yes.

Q So you don't reach out to Ms. Horner to ask her about the conversation that Mr. Rice references in this email (Indicating), right?

A No.

Q You didn't ask her what she thought Mr. Rice meant by "roommate," right?

A Correct.

Q But you concluded that by "roommate," he meant someone that would be living in his house, but not paying rent.

A Correct.

Q Okay.

MR. FISHER: You can take that down. Thank you.

(Document taken off display)

BY MR. FISHER

Q Now, Ms. Yin, earlier you testified that you have been working in compliance in some form or another for over a decade. Right?

A Yes.

Q Okay. In all of your various roles, doing compliance work, you've had to understand the rules under the Fair Housing

Act. Right?

A That's correct.

Q And the Fair Housing Act, that's federal law. Right?

A Correct.

Q You became familiar with documents providing technical guidance on how to handle requests for reasonable accommodation under the Fair Housing Act, right?

A That's right.

Q And you used those documents providing that technical guidance when you handled requests that came to your desk. Right?

A That's right.

Q Every time. Right?

A Every time.

Q Every time.

MR. FISHER: Let's pull up Exhibit 10.

(Document displayed)

BY MR. FISHER

Q It's also on your screen, if it's easier to look there (Indicating).

Ms. Yin, you know what the Department of Housing and Urban Development is, right?

A Correct.

Q It's a federal agency?

A Yes.

Q And you know what the Department of Justice is, right?

A Correct.

Q It's also a federal agency?

A Correct.

Q And so this document is the joint statement of those two federal agencies providing guidance on reasonable -- or requests for reasonable accommodation under the Fair Housing Act. Right?

A That's correct.

Q Did you ever use this document when you were reviewing requests for reasonable accommodation?

A Yes. I'm familiar with the information and the laws and the regulations provided in this document.

Q Okay. Let's go to Question 7 on Page 6.

(Document displayed)

MR. FISHER: Can we -- yeah, let's blow up the whole -- or Question 7, sorry. On Page 6. Maybe I got it wrong.

(Document displayed)

MR. FISHER: Perfect.

BY MR. FISHER

Q And the question is (As read):

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

Do you see that?

A Yes.

Q And then the answer is:

"Yes."

And it gives two ways. One, if there's no disability-related need. And two, if the request is not reasonable.

A That's correct.

Q Okay.

MR. FISHER: And then, can you go to the next paragraph?

(Document enlarged)

MR. FISHER: Perfect.

BY MR. FISHER

Q And it goes on to say that (As read):

"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."

Do you see that?

A Yes.

Q And then, that sentence starting with "A," it says:

"A 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."

Do you see that?

A Yes.

Q And in fact, Ms. Yin, isn't it standard procedure at MOHCD to have the sort of conversation that's referred to in this paragraph?

A Yes.

Q Okay. You didn't have that conversation with Mr. Rice before determining that his request was not reasonable. Right?

A We, um, provided the information in the notice required letter.

Q Right. But you didn't -- you didn't have a conversation with him about his disability-related need before you determined that his request was not reasonable. Right?

A Correct.

Q Okay. You never asked him why he needed a roommate who

paid rent before determining that his request was not reasonable. Right?

A That's correct.

Q Based on the documentation he provided, you understood that the reason he needed roommates was for isolation and loneliness. Isn't that right?

A That's correct.

Q And why would he need to charge rent to avoid isolation and loneliness? That's what you thought, right?

A That's correct.

Q You never asked him. Right?

A That's just clear from the letter provided by Mr. Rice doctor.

Q But you never asked him, right?

A Correct.

Q Ms. Yin --

MR. FISHER: You can take that down.

(Document taken off display)

MR. FISHER: Thank you.

BY MR. FISHER

Q Fair to say you made some assumptions about Mr. Rice's disability and what he needed?

MS. ROSENBLIT: Objection, argumentative.

THE COURT: He's allowed to. It's essentially cross-examination, so overruled.

THE WITNESS: I can't -- yeah, let me explain. So again, collecting rent and the making a profit out of the affordable housing is against the nature of the program. It's the fundamental alteration to the program. So the request is not reasonable.

BY MR. FISHER

Q Understood.

A Which is why I did not ask further.

Q But fair to say you made some assumptions about what Mr. Rice needed for his disability in the process of making that decision about what was reasonable and what wasn't?

A I don't feel I made assumption, you know. There is a letter provided by Mr. Rice doctor and it's clear that Mr. Rice needs to be able to have roommates, be able to travel. Which we did provide proper consideration to that.

And in addition to our response, I also provided information about renting out the property on a temporary basis when a homeowner is in a financial hardship.

Q If you could do this all again, do you think you would have sat down and heard him out about why he needed a roommate who paid rent?

MS. ROSENBLIT: Objection. Calls for speculation, argumentative.

THE COURT: Objection overruled. The witness can answer if she knows.

THE WITNESS: It really depends on the individual request. Some of homeowner may not feel comfortable to even sit down with us, right?

So if the request comes through emails, we make sure that we have all the information collected through the emails. If the homeowner would like to have a phone conversation, then we would have scheduled that. If they prefer to have face-to-face conversation we could also schedule that.

But they are -- we respect the -- the different request from each homeowners. When they don't request to have face-to-face conversation, we cannot just ask them to, you know, have that conversation happening.

MR. FISHER: Can you pull up 247?

(Document displayed)

MR. FISHER: And blow up the sentence starting with "Furthermore" at the bottom of the page.

(Document enlarged)

BY MR. FISHER

Q (As read)

"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."

What's the date on this email?

A October 19, 2017.

Q That is a week before you sent him the action required letter denying his request?

A That's correct.

Q And you did not meet with him before denying his request. Right?

A Because he requested to have a meeting with Maria Benjamin.

Q You didn't pick up the phone and call him, right?

A I did not.

MR. FISHER: No further questions.

THE COURT: Okay.

All right, the City will now cross.

MS. ROSENBLIT: One moment, sorry.

(Off-the-Record discussion between counsel)

CROSS-EXAMINATION

BY MS. ROSENBLIT

Q Good morning. I was going to say "Good afternoon," but technically it's still morning, Ms. Yin.

How are you?

A Good morning. Good. Thank you.

Q All right. All right, Ms. Yin, will you please introduce yourself to the jury?

A Sure. My name is Cissy Yin. I work for the Mayor's Office of Housing and Community Development of the City and

County of San Francisco, MOHCD.

(Reporter clarification)

THE WITNESS: I have been with MOHCD for seven years. My current position at MOHCD is director of home ownership programs.

BY MS. ROSENBLIT

Q Thank you. So in your current position with MOHCD, as director of home ownership programs, briefly what are your responsibilities?

A I oversee the daily operation and the implementation of our program rules and the regulations.

Q What was your position in 2017?

A In 2017, I was the compliance manager of the home ownership programs.

Q And briefly what were your responsibilities as compliance manager?

A To ensure the program participants follow the program rules and the regulations, and keep the integrity of affordable housing in San Francisco.

Q Okay. It was to ensure program recipients, participants, follow the rules. Right?

A Correct.

Q Okay. Did you have experience working in affordable housing prior to starting at MOHCD?

A Yes. Prior my work at MOHCD, I worked for the

San Francisco Police Credit Union where I assisted the first-time home buyers purchasing their home through different affordable housing programs. And in that role, I did have to make sure the home buyers meet the local, state and the federal laws when they are obtaining the mortgage loan and that they are able to participate in the affordable housing programs through various resources.

Q How many years, approximately, of affordable housing experience did you have prior to coming to work for MOHCD?

A I have about five years.

Q And did you also do some work that was adjacent to affordable housing prior to that role?

A Yes. Prior to my affordable housing work, I work in the mortgage lending industry, which was closely related to affordable housing. Because a lot of mortgage product is involved in affordable lending.

Q And how many years did you work in that role?

A For five years.

Q Ms. Yin, I believe you testified you are familiar with Mr. Allison Rice?

A Yes.

Q How do you know him?

A I knew Mr. Rice first is Mr. Rice send to me email in 2016 regarding his inquiry for refinance and subordination. And then in 2017 his refinance case was brought to my attention by

my colleague, Sandra Gates-Anderson.

Q You mentioned refinance and subordination. What does subordination mean?

A Subordination means replacing the mortgage the homeowner has with a new mortgage. Usually with different loan terms on the different loan amounts.

Q Okay. Thank you. To your knowledge, did Mr. Rice own a below market rate unit in San Francisco?

A Yes.

Q What do we mean by below market rate?

A Below market rate is a housing unit that is priced to be affordable to low to moderate income household.

Q Was his BMR unit -- if I say "BMR" do you know that I mean below market rate?

A That's correct.

Q Okay. Was his BMR unit part of a specific affordable housing program?

A Yes. Mr. Rice's BMR unit is under the Limited Equity Home Ownership Program.

Q Does MOHCD manage that affordable housing program?

A Yes.

Q Have we always managed that program?

A The program was transferred to MOHCD in 2012, when the San Francisco Redevelopment Agency was dissolved as a matter of state law. And the City, as the successor in interest to that

portfolio, assumed the responsibility to managing those housing assets.

Q All right. Did you ever work for the San Francisco Redevelopment Agency?

A No.

Q Okay. Ms. Yin, what is the purpose of affordable housing?

A The purpose of affordable housing is to provide a housing opportunity to low to moderate income household and make sure they are using the property as their primary residence and not collecting rents.

Q How does an individual in San Francisco go about purchasing an affordable home?

A To participate in affordable home, the home buying process, each individual has to complete the home buyer education. And they have to work with a MOHCD-approved lender to get first mortgage financing.

Q Okay. I think you said there is home buyers' education, and then they also have to work with an approved lender? Is that right?

A That's right.

Q Okay. Is there also an application process?

A Yes. After they, having completed the home buyer education, obtained the first mortgage pre-approval, then they apply for the housing opportunities through a lottery process.

Q Okay. Great. So let's go back then. What is the home

buyers' education?

A The home buyer education, it includes the home buyer workshops, which provides essential information to help program participants to be successful. And another piece is to make sure the homeowner understands the program requirements and restrictions, and making sure buying a home under the BMR program is the right path to them.

Q And so, part of that home buyer education, does someone go through those restrictions that are part of the program?

A That's correct.

Q Okay. And then there's an application and a lottery process. Right?

A That's correct.

Q What kind of information is included in the application?

A Um, the -- we request the buyer's financial information, which includes the -- you know, the buyer's income information. Their bank accessing information, make sure they are meeting the income limits designated on the BMR unit.

Q Do you also look at household size?

A Yes, we do.

Q Why do you look at household size?

A Under the program rules we have, the unit size has to be compatible with the household size because the purpose of affordable housing is to make sure the household actually has a permanent and a safe place to stay in San Francisco. And it is

a scarce community resource, so we have to make sure the household size actually match with unit size.

Q Okay. So for example, if it was a household of one, they could, I'm assuming, match for a one-bedroom place. Is that right?

A That's correct.

Q If you were a household of one, would you be able to match for a two-bedroom place?

A No.

Q Absent some kind of special circumstance or something, right?

A Correct.

Q Okay. And for a household of one, you're reviewing the income information for that one individual. Right?

A That's correct.

Q Okay. So what if someone applied as two people? Either, you know, a married couple or let's say someone with a roommate. Would you review the income information for both of those individuals?

A Yes. We have to review the income information for all household members. "Household member" meaning whoever will be residing in the BMR unit.

Q Okay. And both people together, that combined income needs to meet the income requirement for the unit. Right?

A That's correct.

Q Okay. So after all this, there's a home buyers' education, there was an application, financial information submitted, household size information. Then there's a lottery process. Correct?

A That's correct.

Q And let's say someone is fortunate enough to be selected in that lottery process. What happens after that?

A After that, we will issue a conditional approval letter allowing the household to enter into the sales contract with the seller.

And then after that, the home buyer will work with their first mortgage lender to make sure they can get a final approval on the first mortgage loan.

And then after that, mostly we are going to take a final review of the application to make sure the household meet all our program guidelines before we can proceed with the closing on the sale.

Q Okay. And would Mr. Rice have gone through a similar process to purchase his affordable home?

A Yes.

Q Who's eligible to be purchase a home through the limited equity program?

A The -- some of the key eligibility requirements is being a first-time home buyer. And meeting the income limits designated on each BMR unit. And be able to have enough

savings to cover for the down payment and closing cost. Be able to get a first mortgage loan from the mortgage lender. And then, their commitment to use the property as their primary residence.

As part of the application, the homeowners acknowledge their household size, what -- the information they submitted in their application, if it's a one-person household, that information is going to be also acknowledged by the household.

Q Are there certain documents the homeowners sign when they purchase their home?

A Yes.

Q I think we mentioned there are certain rules and restrictions for affordable housing. Right?

A That's correct.

Q You have mentioned a couple times now a commitment to occupy the affordable home as your primary residence.

Why is that important for the program?

A Because that's the purpose of the program, is to provide a permanent space for individuals who will be utilizing the property as their primary residence. The BMR, affordable housing is not intended to be used as a second home or investment opportunities.

Q Is there a restriction against leasing the property?

A Yes.

Q Why?

A Um, again, the purpose is not for homeowner to operating the property as an investment property, is not for them to collecting rents and to make a profit off of the unit.

Q All right. What happens if a homeowner violates some of these program restrictions?

A Then we will take enforcement actions.

Q What are the kind of enforcement actions that MOHCD can take?

A We could, um, issue the letter, and giving a timeframe for the homeowner to cure the default. We could work with other City department to bring the unit back into compliance.

(Reporter clarification)

THE WITNESS: With other city departments.

MS. ROSENBLIT: All right, thank you.

Go ahead and publish Exhibit 12, which is previously admitted.

(Off-the-Record discussion)

BY MS. ROSENBLIT

Q Okay. While they sort that out, I have a lot of questions, so I'll just jump around a little bit.

Okay. You, you got some questions about whether you reached out to Mrs. Edith Horner in 2017, to check in to see if maybe she had given Mr. Rice permission to have a roommate back in 2008.

Do you remember being asked that question?

A Yes.

Q Do you know whether Ms. Horner was still working for the City in 2017?

A I -- I don't -- I don't know if -- I know that she wasn't working for MOHCD.

Q Okay.

A Or the OCII, which is the successor agency of the San Francisco Redevelopment Agency.

Q Okay, so you know she wasn't working for MOHCD?

A Correct.

(Reporter clarification)

THE WITNESS: OCII, correct.

THE COURT: It is working.

MS. ROSENBLIT: Let's please publish previously-admitted Exhibit 12.

(Document displayed)

BY MS. ROSENBLIT

Q Ms. Yin, we were talking about some documents that homeowners have to sign. Do you recognize this document?

A Yes.

MS. ROSENBLIT: If we can blow up the middle part, the "LIMITED EQUITY HOME OWNERSHIP."

(Document displayed)

BY MS. ROSENBLIT

Q Is this the declaration of resale restrictions that

Mr. Rice would have signed when he purchased his home?

A Correct.

Q All right.

MS. ROSENBLIT: If we could please turn to Page 5.

(Document displayed)

MS. ROSENBLIT: Section 6.1.

(Document enlarged)

BY MS. ROSENBLIT

Q Ms. Yin, do you see where it says (As read):

"6.1 Restrictions. Owner shall own and occupy the property as owner's principal residence"

A Yes.

Q And:

"Owner shall not lease the property, or any portion thereof, without agency's prior written consent."

A That's correct.

Q Why is that important?

A That's the fundamental rule of the program.

Q And do homeowners have to periodically verify that they occupy the residence as the principal -- as their principal residence?

A Yes.

Q All right.

MS. ROSENBLIT: If we could look at Page 9, Section 11, please.

(Document displayed)

BY MS. ROSENBLIT

Q Ms. Yin, do you see the section, Section 11, Default and Remedies?

A Yes.

Q And does this section discuss events of default?

A Yes.

Q And are these some of the circumstances in which a homeowner could be in default?

A Correct.

Q Okay. Thank you. All right.

(Document taken off display)

MS. ROSENBLIT: I would like to show previously-admitted document, Exhibit 103.

(Document displayed)

BY MS. ROSENBLIT

Q Do you recognize this document?

A Yes.

Q What is it?

A This document is called the Loan Disclosure Information.

Q It outlines the program requirements and restrictions under the limited home equity program.

Q And I'll represent to you that we looked at this document

earlier, and this is a document that Mr. Rice signed in connection with his purchase.

MS. ROSENBLIT: Can we please look at Page 7.

(Document displayed)

MS. ROSENBLIT: And if we could call out the top portion, "Eligibility."

(Document enlarged)

BY MS. ROSENBLIT

Q All right, Ms. Yin, do you see where it says (As read):

"No. 11, Eligibility. To qualify as an eligible buyer, households must meet the following criteria."

A Yes.

Q And these are some of the criteria you discussed already, right?

A That's correct.

Q So household income, ability to demonstrate -- ability to qualify for a first mortgage, right?

A Yes.

Q Okay, first-time homeowner status?

A Yes.

Q And that last one, will you read for us?

A Yes:

"Commitment to use the property as the principal residence."

Q All right.

MS. ROSENBLIT: We can take that down.

(Document taken off display)

BY MS. ROSENBLIT

Q Ms. Yin, did you learn at some point that Mr. Rice was renting out his affordable housing unit?

A Yes.

Q How did that come to your attention?

A It came to my attention through the mortgage and refinance documentation provided by Mr. Rice's lender. And in the package, there was tax returns for two years. And tax returns indicating the rental income collected on the BMR unit.

Q Okay. And who brought this to your attention that there was rental income on his tax returns?

A My colleagues, Sandra Gates-Anderson, our loan servicing specialist at that time.

Q I believe earlier we looked at an email where Ms. Gates-Anderson was forwarding you the information. Right?

A That's right.

Q Why was that significant, that his tax returns showed rental income?

A Because, again, one of the main restrictions about the program is the property cannot be rented out, without MOHCD's prior written consent.

Q All right. So when you got this information from

Ms. Gates-Anderson, what did you do?

A I carefully review all the documentation in Mr. Rice file. And I went back to look at all the documentation that in the folder, to make sure that we have complete information.

And after I gather all the information, I scheduled a meeting to talk the case with my supervisor, Ms. Maria Benjamin.

Q All right. And when you reviewed Mr. Rice's file, was there any record of him having approval to lease his unit?

A No.

Q Was there any record of him having approval to have a roommate?

A No.

Q Had you learned that he was renting out his unit at any time before Ms. Gates-Anderson sent you that information?

A No.

Q Did Edith Horner ever tell you that she gave him permission to rent out his unit?

A No.

Q Okay. At some point did Mr. Rice seek an accommodation to have a roommate?

A Yes.

Q And how did that come to your attention?

A Um, Mr. Rice submit a request. And we reviewed that request.

Q Okay. Let's take a look at Exhibit 38. I'm not sure if this was admitted already. But if not I'll move to admit --

MR. FISHER: There is no objection.

THE COURT: Exhibit 38 is admitted and can be shown.

(Trial Exhibit 38 received in evidence.)

MS. ROSENBLIT: Your Honor, for timing purposes?

THE COURT: Our 90 minutes are up in four minutes.

MS. ROSENBLIT: Okay, good.

THE COURT: So if you just come to a natural close, around that time, at a time that makes sense we -- we have four more minutes on the clock.

MS. ROSENBLIT: Okay, thank you.

(Document displayed)

MS. ROSENBLIT: All right. Could you highlight the top half, please.

(Document enlarged)

BY MS. ROSENBLIT

Q Ms. Yin, do you see this email dated October 19, 2017?

A Yes.

Q Is this an email from Ms. Gates-Anderson to you?

A Yes.

Q Or, I'm sorry, it's to Mr. Rice, and it's copying you. Correct?

A That's correct.

Q Okay. And if we could look now at the bottom half of this

page.

(Document enlarged)

Q Okay. Do you see that first sentence, part of the way through, it says (As read):

"I had begun an effort to communicate with MOHCD regarding traveling and having a roommate..."

A Yes.

Q Okay. And then down at the third paragraph it says:

"Additionally I have obtained a letter of support and medical recommendation for having roommates and traveling..."

A Yes.

Q "...from my primary medical Doctor, Dr. Alison. Ludwig"

A Yes.

Q "Please see attached PDF."

A Yes.

Q All right.

Q The last line says:

"However, I fully expect the MOHCD to honor my existing permission from the SFRA and to obtain that in writing."

Do you know one way or another whether he had existing permission?

A No.

Q But there was nothing in the file indicating that he did. Correct?

A Correct.

Q Does this email say anything about charging rent?

A No.

Q All right. If we could look at Page 3.

(Document displayed)

Q All right.

MS. ROSENBLIT: If we could call out that top part, all the way, there, that's great. Thank you.

(Document enlarged)

BY MS. ROSENBLIT

Q Do you see this email, Mr. Rice seems to be forwarding a prior email to Garrett Smith?

A Yes.

Q And that last paragraph, it says (As read):

"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."

A Yes.

Q All right. And did you review this email when you got his request?

A Yes.

Q Is there any response by Mr. Garrett Smith or Edith Horner

in this email chain, granting him permission to charge rent?

A No.

Q Is there any response here from those folks granting him permission to travel for an extended period of time, three, six or nine months?

A No.

Q All right. Mr. Rice said he was attaching a letter from his doctor at the VA.

MS. ROSENBLIT: I would like to show the jury what's been admitted as Exhibit 14.

(Document displayed)

MS. ROSENBLIT: If we could blow up the main part of the document there.

(Document enlarged)

MS. ROSENBLIT: Thank you.

BY MS. ROSENBLIT

Q All right. Is this the letter that Mr. Rice attached to his email?

A Yes.

Q Okay. And if you would read the fourth paragraph for us. It starts with "Mr. Rice has explained..."

A (As read)

"Mr. Rice has explained to me that he has had roommates in the past, that it was significantly helpful and beneficial for his

mental health with respect to isolation and loneliness."

Q All right. If you would please read the next paragraph.

A (As read)

"Similarly, Mr. Rice 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."

Q All right.

MS. ROSENBLIT: If we could look at the last paragraph there, starting with "I strongly recommend."

BY MS. ROSENBLIT

Q Can you read that to us.

A (As read)

"I strongly recommend from a medical perspective that his request to have roommates and to be allowed to travel be approved."

Q Okay. Did you review this email?

A Yes.

Q All right. Based on Mr. Rice's email and this letter from his doctor, what did you understand his request to be?

A My understanding from his request is being able to have

roommates, being able to travel.

MS. ROSENBLIT: Okay, I think this is a natural stopping place.

THE COURT: Okay, all right. So the Court is in recess for 30 minutes. We're off the record.

(Recess taken from 12:12 p.m. to 12:38 p.m.)

(Off-the-Record discussion)

(The following was recorded by Liberty recording equipment, and transcribed by the Court Reporter)

THE COURT: So we're on the record. Why don't you call the case, Karen.

THE COURTROOM DEPUTY: This is Case Number --

THE COURT: I'll call the case, never mind, because we're doing this fast.

Calling Civil Action 19-4250, Rice versus City and County of San Francisco, et al.

Counsel, please state your appearances for the record.

MS. LEE: This is Annie Lee on behalf of the plaintiff.

MS. ROSENBLIT: Your Honor, Renée Rosenblit on behalf of the City.

THE COURT: Okay. So we just did a little instructions conference off the record. And I'm just going on the record, I'm going to capture what the issues are, and then allow the parties to weigh in on anything else that they want

to say.

There are two issues that we talked about at length at the Thursday pretrial conference, the last Thursday pretrial conference we had that also used recording instead of a court reporter.

And primarily the issue, as you can see from my comparing the earlier-filed jury instructions with the current jury instructions with the 3604 instruction, is that I added a phrase that put -- that mimicked the line that preceded it to make it clear that it was the plaintiff's burden, thereby addressing the government's concern, the CCSF's concern that it looked too prescriptive, as opposed to framing it.

I think you said it was better than it was, but I'll let you put any objection that you want on the record, and then we'll talk about the second one.

MS. ROSENBLIT: Yes, Your Honor. Renée Rosenblit for the City. Thank you.

I do think this is better than it was, because it shows it's plaintiff's burden. But I do think it still cabins reasonableness to these two examples, and I think the law provides that it could be these two examples, or it just could be reasonable. Defendants have proposed something like "reasonable on its face" or "reasonable under the circumstances."

I understand Your Honor --

THE COURT: The interesting things about your Exhibit 10, which actually helps you -- I don't know if you notice that. Your Exhibit 10 can be featured front and central in, you know, that one paragraph. I -- I may look at it. That was a more robust assessment of the law. But it actually -- and it was a correct as- -- it was a correct description of the law.

I just pored over the cases and couldn't figure out a way to make the instruction any better without veering off into tendrils of just making it more confusing.

I do appreciate the argument you made; it was a good one. But you do have that great Exhibit 10, which absolutely mimics what I said in my summary-judgment order.

So that's that. Then the second issue is the verdict form.

(Reporter clarification)

THE COURT: We are on the record now.

(Off-the-Record discussion between the Court and the Court Reporter. The following was reported and transcribed by the Court Reporter)

MS. ROSENBLIT: So for the record --

THE COURT: Just so you know, Belle, we've got two full pretrial hearings, including last Thursday that we dealt with all of this, so there are hours of FTRs. And this is meant to be five minutes.

(Reporter clarification)

MS. ROSENBLIT: So, Your Honor, we're renewing and preserving our objection to jury instruction 5.1 and 5.2, damages. Defendants object to the inclusion of the category loss of enjoyment of life. Loss of enjoyment of life has a very specific meaning under the law, in torts, and there's no evidence of that in this case.

I would direct your attention to a couple cases that the plaintiff cited in their proposed jury instructions, a case, *Sachs v. Nunziante*, 2016, Westlaw, 4506731 at 45. This is a case out of EDNY.

That discusses emotional distress damages. Excuse me. And then for loss of enjoyment of life, they cited a case, *United States versus Vulcan Society, Incorporated*, 897 F. Supp. 2d 30, at 44-45.

THE COURT: What jurisdiction?

MS. ROSENBLIT: EDNY.

Again, this is a plaintiff's case. It explains that for loss of enjoyment of life, the before-and-after method of proof is used which requires evidence of the nature and extent of plaintiff's lifestyle prior to being injured. And the limited lifestyle of his -- of the plaintiff afterwards.

THE COURT: I want to interject, because I want to make a record myself. So there definitely was testimony, as you described, that said Mr. Rice had essentially a long

uninterrupted period of things being mostly the same, dealing with his depression. Sometimes up, sometimes down. And I think the testimony is at least disputed on this point because there was testimony where he said particularly in the last three or four years, it was about -- it was the happiest he had been. And he talked about developing coping mechanisms, about having stability of roommates. Obviously, he testified about things that he did differently in his life, including travel. And then he said it all went essentially to pieces when this happened from the CCSF.

So I think that even under the case law that you cited to me, there is at least enough evidence in this point to support the jury instruction.

Then the other thing you had proposed, sort of collapsing the factors, it's in Ninth Circuit jury instruction. I've used it before without objection in similar sorts of circumstances, with -- with great lawyers like everybody in this room, you guys have done a fantastic job at trial, but when I tell you that there was this sort of -- they were great, they were great. And it was -- it was somewhat similar in that there was no -- you know, the argument was, and no one even brought it up.

So I think that with the Ninth Circuit jury instruction, I think with that, with the testimony as it went in, even though I agree that you have your arguments that you can make, if it

comes to that, I think the record supports the instruction.

Okay. We can go off the record.

MS. ROSENBLIT: No, wait. Sorry, Your Honor.

THE COURT: Okay.

MS. ROSENBLIT: One more thing on loss of enjoyment of life. We just want to renew, and preserving the objection that we made previously that there is no Ninth Circuit authority saying that that's available for a Fair Housing Act claim. I understand the Court's ruling on that point.

THE COURT: It's a great argument, and I looked at it, I thought about it. And, we'll see what it looks like.

MS. ROSENBLIT: And one last thing we had decided we would revisit today is whether or not we needed an instruction on the interactive process. I actually think it's still premature because we're still in the middle of --

THE COURT: Let's table it now.

MS. ROSENBLIT: -- witnesses. Okay.

THE COURT: I don't think we do. I'm highly not inclined. I think the testimony went in very carefully, from the plaintiff. So far, you're doing fine. But be careful. Because if it goes a different way, then that -- then it goes a different way.

MS. LEE: Your Honor, we have three, three objections we would like to just preserve for the record --

THE COURT: Okay.

MS. LEE: -- on the instructions.

The first is we'd like to preserve our objections regarding the City's proposed damages instruction to remove loss of enjoyment of life.

The second --

THE COURT: But I went your way.

MS. LEE: Right. We just wanted to preserve it for the record.

THE COURT: Okay.

MS. LEE: And then the second one is we'd like to preserve our objections on the instruction regarding Section 3604. And specifically the portion that says that the requested accommodation is necessary, rather than may be necessary, because we think the case law --

THE COURT: No, I think that was already addressed at the earlier conference. I mean, my new instructions were meant to address everything that we previously decided before.

MS. LEE: Okay.

THE COURT: So you made that objection; it's preserved.

MS. LEE: Okay. And then third we'd like to preserve is Mr. Rice's punitive damages claim.

THE COURT: No -- oh, you can preserve it, yeah.

MS. LEE: Just preserve it for the record, yeah.

THE COURT: Sorry.

MS. LEE: Sorry. We aren't going to argue that today, but --

THE COURT: Sorry. That's very funny. Sorry about that. The objection is preserved. Okay.

MS. LEE: Thank you.

THE COURT: We're off the record.

MS. LEE: Thank you.

(Recess taken from 12:47 p.m. to 12:51 p.m.)

(The following proceedings were held in the presence of the Jury)

THE COURT: All right, good, the jury is back.

THE COURTROOM DEPUTY: Judge --

(Off-the-Record discussion)

THE COURT: Back on the record.

THE COURTROOM DEPUTY: Back on the record.

THE COURT: Okay, Ms. Rosenblit, you may continue your examination.

MS. ROSENBLIT: All right. Thank you.

We would like to introduce and admit Exhibit 24. I don't think there was any objection.

MR. FISHER: No objection.

THE COURT: Okay, Exhibit 24 is admitted.

(Trial Exhibit 24 received in evidence.)

(Document displayed)

MS. ROSENBLIT: All right. If we could go to Page 2,

please.

CROSS-EXAMINATION RESUMED

BY MS. ROSENBLIT

Q Okay. Ms. Yin, before the break we were looking at an email from Sandra Gates-Anderson forwarding you information from Mr. Rice on October 19 of 2017. And do you see this email here from Mr. Rice to you, dated October 22, 2017?

A Yes.

Q And it says:

"Dear Ms. Yin and the MOHCD"

A Yes.

Q Okay.

MS. ROSENBLIT: All right. And if we could highlight just the first paragraph there.

(Document enlarged)

BY MS. ROSENBLIT

Q Do you see where it says (As read):

"Statement from Mr. Allison Barton Rice regarding roommate issue and traveling issue with respect to his below-market-rate condo..."

A Yes.

Q Okay. Is this another email that you received from Mr. Rice about his request?

A Yes.

MS. ROSENBLIT: All right. If we could go back to Page 1.

(Document displayed)

MS. ROSENBLIT: The bottom of the page, if we could blow up her response there. All the way down, yes.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. And do you see your response?

A Yes.

Q What day did you respond?

A October 23, 2017.

Q Okay. So it the next day, right?

A Yes.

Q Okay. And you say (As read):

"Dear Mr. Rice, thank you for your email! We are in review of your file and will send you a written response as soon as possible."

Right?

A Yes.

Q Okay. So what did you do when you received these couple of emails from Mr. Rice and the letter from Dr. Ludwig?

A First, I recognized the receipt of the information.

Q Uh-huh.

A And after that, I would do -- conduct the research, gathering all the information that related to the file, for us

to make a decision.

Q All right. And we looked at the letter from Dr. Ludwig earlier. Did you receive any other letters from Dr. Ludwig?

A No.

Q Did you receive any letters from any other doctors?

A No.

Q Did you call Mr. Rice to ask him about his disability-related need?

A No.

Q Why not?

A We're not supposed to ask the nature of a disability. It's usually against the law to request additional information that may not be necessary.

Q Ms. Yin, you are not a lawyer, right?

A I'm not a lawyer.

Q Okay. But you have many years in compliance, right?

A Correct.

Q And your understanding was that you are not supposed to ask information about a disability unless it's really necessary for you to do so.

A That's correct.

Q Okay. If we can then go to the top part of the page. And show that email, please.

(Document displayed)

Q Okay. And is this your email to Mr. Rice?

A Yes.

Q And dated October 26, 2017?

A Correct.

Q Okay. And you say (As read):

"Mr. Rice, thank you for your email.

Attached is the City's response."

A That's correct.

Q Is this your email sending the action required letter to Mr. Rice?

A Yes.

Q Okay.

MS. ROSENBLIT: Let's look at -- well, before we look at it -- we can take that down, thank you.

(Document taken off display)

BY MS. ROSENBLIT

Q All right. What was MOHCD's response to Mr. Rice's request?

A Our response is to letting Mr. Rice know that he will be able to having a roommate. And he can travel as requested in his doctor's notice.

I also provided information about requesting a temporary rental in the case of a financial hardship.

Q Why did MOHCD permit him a roommate?

A Um, because the letter from Mr. Rice, the doctor indicate it's very beneficiary (sic) for Mr. Rice to have a roommate to

maintain his mental health.

Q And why did you tell him he couldn't charge rent?

A Because it's against the program nature to collecting rent on affordable housing unit.

Q How is charging rent against the nature of the program?

A Um, the purpose of the program is for the homeowner be able to reside in the property as their principal residence, utilizing the property as owner-occupied, which meaning is not going to be operated as a second home or investment property.

Q All right. Did you think Dr. Ludwig's letter was clear about his need for a roommate?

A It was clear to me, about his needs for roommates.

Q And why did he need the roommate, according to his doctor?

A With respect to loneliness and isolation.

Q Did that letter say anything about needing to charge rent for his mental health?

A No.

Q Did you call Dr. Ludwig to have a conversation with her?

A No.

Q Why not?

A It's very clear from the letter that Mr. Rice needs roommates and needs to be able to travel.

Q Would it have been appropriate for you, do you think, to call his doctor and talk about his disability?

A If -- it was -- if the information that in the letter was

not clear, then we -- it would be appropriate for us to make a phone call to the doctor, but if the information is sufficient to justify the needs, we will take consideration.

Q Either way, would it have been appropriate to allow -- wait, let me rephrase that.

Would allowing Mr. Rice to charge rent be against the nature of the program, regardless of his disability need?

A Yes.

Q So either way, it would not have been reasonable for MOHCD to allow him to charge rent?

A That's correct.

Q All right. Does MOHCD ever allow exceptions to this no renting, no leasing policy?

A Yes, we do. We have temporary rental provisions under the program.

Q And what, when can you avail yourself of this temporary rental?

A A homeowner could request temporary rental in the case of a financial hardship or when they needs to be relocated due to employment reasons.

Q And why are the exceptions limited to these two categories, we'll call them?

A Because the purpose of having the homeowner to renting out the property on a temporary basis is to help them to keep their home while they are in the financial hardship.

Q Okay. So it's to allow them to keep their home?

A That's correct.

Q Okay. And so in the case of a temporary rental exception, how does that work?

A The homeowner would contact MOHCD, submit a written request, along with their financial documentation to justify there is the need for them to rent out the unit so that they can have that additional income to maintain the ongoing housing expenses.

Q Did Mr. Rice ever submit financial information to you to support a financial hardship exception?

A No.

Q Did he ever submit any documentation to support a temporary employment relocation?

A No.

Q Okay. But let's say hypothetically that someone qualifies for this exception and they have submitted the appropriate documentation to you. What would happen next?

A We would then provide the procedures to the homeowner, letting them know the tenants will need, also needs to be income-qualified. Because whoever resides in the property in the affordable housing needs to be income-qualified for such unit.

Q Why?

A Um, each unit has its own income limit. And it's on

the -- either the covenants or the contract or under the planning code for the City to enforce those rules.

Q Okay. And so then the homeowner would need to submit the tenants' income, financial information to MOHCD?

A Correct.

Q And MOHCD would determine whether that tenant was income-qualified, right?

A That's correct.

Q In order, like -- in other words, whether that person was qualified to live in an affordable housing unit.

A That's correct.

Q And let's say that hypothetically we do that and the tenant is, you know, the appropriate kind of beneficiary. What would happen after that?

A And then we will send approval letter to the requester, and letting the tenants -- they basically set forth, you know, the term of the approval. And typically it's one year.

Q Why is it -- why is it temporary?

A Um, because back to the purpose of the program, the program is really have the homeowner to be able to live in the property as their principal residence, and having the household members who are approved by MOHCD as part of the program and to reside in the property.

Q Okay. So if someone had a financial hardship, let's say, and qualified for this exception but that financial hardship

continued, would it still be important that this is temporary?

A In -- in that case the homeowner to submit a letter request to extend the term of the temporary rental. And MOHCD will review those cases, you know, those requests on a case-by-case basis.

Q But it wouldn't be a permanent situation, right?

A Wouldn't be a permanent situation.

Q Okay. All right. And what about employment relocation? Again, that is designed to be temporary, right?

A That is also temporary basis, yeah.

Q So hypothetically, if someone was moving their life to Austin, Texas, and doing a lot of work down there, it wouldn't be allowed to be on a permanent basis, right?

A That's correct.

Q And so, hypothetically, if you income-qualified this tenant, would there then need to be a lease?

A That's correct.

Q Would MOHCD review that lease?

A Yes.

Q Why?

A Because we have to ensure the term of the lease is what we approved it for. And also make sure the rent enhancement is also within what the program allowed.

Q Is there a maximum amount of rent that a homeowner could charge under these -- under this temporary rental policy?

A Yes.

Q How is that calculated?

A That is calculated based on the lower of the two. The first is the total housing cost, which includes the mortgage principal, interest, property tax, insurance and the homeowner association dues, or any other housing expenses, to keep the home.

The second method is based on the maximum income level designated on the unit and based on the unit size, we have the rent chart published on annual basis. So we look at that number as well. It has to be the lower of the two.

Q Who figures out what this maximum rent allowable is?

A MOHCD.

Q Okay. And again, for any of these temporary rental exceptions, the homeowner would have to demonstrate financial need first, right?

A That's correct.

Q You reviewed Mr. Rice's home ownership file, correct?

A Correct.

Q Was there any records in there of leases that he had had with his tenants?

A No.

Q Any record of MOHCD having income-qualified those people?

A No.

Q Any record of a calculation of the maximum rent he could

have charged?

A No.

Q Any -- any record that MOHCD had approved those leases?

A No.

Q Okay. Let's look at what's been admitted as Exhibit 16.

(Document displayed)

MS. ROSENBLIT: Okay, if we can call out the top half.

(Document enlarged)

BY MS. ROSENBLIT

Q Ms. Yin, do you recognize this document?

A Yes.

Q What is it?

A This is the -- our response to Mr. Rice request.

Q And it's dated October 26, 2017?

A That's correct.

Q And we already looked at the email where you are sending it to him, right?

A Correct.

Q Okay. In this first paragraph you are informing him that the redevelopment agency was dissolved in 2012?

A That's correct.

Q And that the City's Mayor -- City Mayor's Office of Housing and Community Development has assumed responsibility, including this program, management of this program.

A That's correct.

Q Okay.

MS. ROSENBLIT: If we can look at the second paragraph.

(Document enlarged)

BY MS. ROSENBLIT

Q Okay. The first line, you reference the Declaration of Resale Restrictions and Option to Purchase. Correct?

A Correct.

Q Is that the document we looked at earlier with the restriction against leasing?

A Yes.

Q Okay. And the middle of the paragraph, if we can highlight, it says (As read):

"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."

A That's correct.

Q Okay. And that was, you discussed, brought to your attention by Sandra Gates-Anderson?

A Yes.

Q Through the refinancing approval process?

A Yes.

Q Okay. And the next line says (As read):

"Although you may have received verbal

approval by the agency to have a roommate, there's no record the agency approved you leasing out your property."

Right?

A Right.

Q And again, you didn't know whether or not he had gotten this verbal approval back in 2008, right?

A That's correct.

Q You were just kind of taking his word for it at the moment?

A That's correct.

Q All right. And then you let him know that the unapproved lease of the property is a violation. Correct?

A Correct.

Q Okay. What does it mean that it was an event of default?

A "Event of default" means it's violating the rules of the program that's set forth in the City documents.

Q Okay. And the program rules, do those apply to all homeowners within the LEP program?

A Correct.

Q All right. If we can look at Paragraph 3.

(Document enlarged)

Q Okay. You referenced receiving the letter from Dr. Ludwig, right?

A Yes.

Q And then you tell him (As read):

"You may have roommates without charging rents."

Correct?

A Correct.

Q (As read)

"You may travel as long as you continue to live in the property as your primary residence."

A Correct.

Q And you refer him to the definition in his contract.

A Correct.

MS. ROSENBLIT: Okay. If we can look at the next page, first paragraph.

(Document displayed)

BY MS. ROSENBLIT

Q Okay. So in this paragraph starting with "In addition," you say (As read):

"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 the household is temporarily experiencing financial hardship, both of which must be reviewed and approved by MOHCD in its sole

discretion."

Do you see that?

A Yes.

Q And then you tell him that it may not be leased more than 12 months?

A Yes.

Q According to policy. Right?

A Correct.

Q And these are the circumstances that we were discussing before, for -- for a temporary lease. Right?

A Correct.

Q Okay.

MS. ROSENBLIT: All right. If we can now look at Paragraph 5.

(Document enlarged)

BY MS. ROSENBLIT

Q Here you tell him to cure the default, he must terminate the lease and declare he will not lease the property in the future.

A Correct.

Q Why did Mr. Rice need to terminate the lease?

A To cure the default.

Q Okay. Okay. Was there any record that we had approved that lease?

A No.

Q Did you know how much he was charging his tenant?

A From his tax return, yes.

Q But for this specific tenant, you didn't have any information about how much rent he was charging, did you?

A That's correct.

Q Okay. And you didn't know -- well, let me put it this way. There was no record in the file that that tenant had been income-qualified?

A That's correct.

Q And why did Mr. Rice need to declare that he would not lease the property in the future?

A We -- because to -- just to acknowledge his understanding of the program rules.

Q All right. So did he terminate his lease?

A Yes.

Q And did he submit the signed declaration?

A Yes.

Q So did Mr. Rice cure the default?

A Yes.

Q You see the last line, it says (As read):

"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"

A Yes.

Q All right. What is an enforcement action?

A Enforcement action would involve the City MOHCD work with other City departments to bring the unit back into compliance.

Q Did MOHCD take an enforcement action against Mr. Rice?

A No.

Q Did MOHCD force Mr. Rice to sell his condo?

A No.

Q All right. What happened after MOHCD sent this letter to Mr. Rice?

MS. ROSENBLIT: We can take it down, thank you.

(Document taken off display)

THE WITNESS: Um, Mr. Rice contacted our office. And asked the extent -- extension to respond to our letter.

BY MS. ROSENBLIT

Q Okay. He wanted more time to respond?

A Correct.

Q Did you grant the extension?

A Yes.

Q Okay. And then what happened after that?

A After that, Mr. Rice provided documentation that we requested in this letter. And, to evidence that he cured the default.

Q Okay. When you say documentation you requested, you mean documentation that he terminated the lease and --

A Correct.

Q And the declaration that he wouldn't lease in the future.

A Correct.

Q Okay. All right.

MS. ROSENBLIT: I would like to admit Exhibit 34.

MR. FISHER: No objection.

THE COURT: 34 is admitted.

MS. ROSENBLIT: All right. And when you pull it up, if we can go to Page 5, please.

(Document displayed)

THE COURTROOM DEPUTY: Counsel, just so you know, 34 was already previously admitted this morning.

MS. ROSENBLIT: Thank you.

Okay. If we could blow up the top part, just quickly.

(Document enlarged)

BY MS. ROSENBLIT

Q Okay. Ms. Yin, do you see that this is the email we were looking at before?

A Yes.

Q Where you are sending the action letter to Mr. Rice?

A Yes.

Q Okay.

MS. ROSENBLIT: If we can then scroll up to Page 4.

(Document displayed)

BY MS. ROSENBLIT

Q This is all one -- part of one long email chain, right?

A Yes.

MS. ROSENBLIT: Okay. If we can call out the bottom half.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. You see Mr. Rice is emailing you later the same day, October 26, 2017?

A Yes.

Q And he says this is his initial response, right?

A Yes.

Q And No. 2 -- I'm sorry, No. 3, he says he respectfully requests that the time for "me" to respond be extended to 5:00 p.m. Right?

A Correct.

Q On Monday, December 4th, 2017.

A Correct.

Q Okay.

MS. ROSENBLIT: And then if we can scroll up to the top of Page 4.

(Document displayed)

MS. ROSENBLIT: Or if we can include the date and then the email from Cissy. Bottom of Page 3, top of Page 4.

(Off-the-Record discussion between counsel)

(Document displayed)

MS. ROSENBLIT: We're doing our best to blow them up.

Okay.

BY MS. ROSENBLIT

Q All right. Ms. Yin, is this your response, same day, back to Mr. Rice?

A Yes.

Q At 5:07 p.m., you tell him: Yes, we can grant your request for an extension of time?

A Correct.

Q All right.

MS. ROSENBLIT: If we can then scroll up to Page 2.

(Document displayed)

MS. ROSENBLIT: If we can look at the email on the bottom.

(Document enlarged)

BY MS. ROSENBLIT

Q Okay. Ms. Yin, looks like the next day, Friday, October 27th, Mr. Rice is emailing you again, right?

A Yes.

Q Um, and he says before he incurs expenses of an attorney, he wants to make one more effort to resolve his roommate and traveling needs. Right?

A Yes.

Q And if you look down at No. 2, he says (As read):

"The isolation and loneliness that results from living alone is crushing to my spirit."

Right?

A Yes.

Q Did MOHCD already approve that Mr. Rice have a roommate?

A Yes.

Q And does he say anything here about needing to charge that roommate rent?

A No.

Q And down on No. 3 he says:

"It's imperative for me to travel."

Right?

A Yes.

Q And had MOHCD already approved his request to travel?

A Yes.

MS. ROSENBLIT: All right. If we could then scroll down to Page 3, the rest of this email, please.

(Document displayed)

(Document enlarged)

MS. ROSENBLIT: No, I apologize. Take that down, please.

Okay. Hm.

Let me see. Let me just look at it in hard copy. Hold on.

Okay. If we can just go to Page 1.

(Document displayed)

MS. ROSENBLIT: Okay. If we can call out the top in

the first paragraph, please.

(Document enlarged)

BY MS. ROSENBLIT

Q All right, Ms. Yin, do you see where -- first of all, this is your email back in response to Mr. Rice, right?

A Yes.

Q Dated November 1st, 2017?

A Yes.

Q Okay. And you thank him for his email.

A Yes.

Q And then that second sentence says (As read):

"The LEP program has been developed..."

Can you continue reading that for me?

A Sure (As read):

"The LEP program has been developed to provide affordable housing unit at a price below market rate, BMR, to low- and moderate-income household."

Q Okay. Keep going, please.

A (As read)

"Those BMR units are available and the scarce community resource for which the program has specific use restrictions on occupancy and rental prohibitions as mandated in the declaration of restrictions."

Q Okay. Keep going.

A (As read)

"The permission to rental of such units is against the nature of the program. As stated in 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."

Q What are you telling him here?

A I was telling him that his request to have roommates and be able to travel has been approved. And I was trying to explain the purpose of the program, why there is a rental prohibition.

Q Okay. So he had submitted his request and MOHCD had sent the formal letter, right?

A Yes.

Q And then, you know, you had gotten an email from him and you responded, right?

A Correct.

Q And then another email from him, and this is you responding, correct?

A Correct.

Q All right. You are trying to clarify the meaning of the letter. Is that right?

A That's correct.

MS. ROSENBLIT: And if we could look at the next paragraph, please.

(Document enlarged)

BY MS. ROSENBLIT

Q Okay. And in this paragraph are you telling him again about the temporary rental policy?

A Correct.

Q Okay. And then at the end you say:

"Below are the steps involved in the process."

Do you see that?

A Yes.

MS. ROSENBLIT: If we can then blow up the steps involved.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. And so briefly, I think we already discussed this, but you tell Mr. Rice all the steps involved in applying and going through with the temporary rental process. Right?

A Correct.

Q First, the owner would submit the request to MOHCD with documents, right?

A Yes.

Q And you give him this list of documents that he would

submit?

A Yes.

Q And then you tell him, No. 2 (As read):

"MOHCD reviews and makes a determination."

A Yes.

Q (As read):

"The BMR unit must be in full compliance under the program rules."

A Correct.

Q No. 3 (As read):

"If the request is approved, the owner finds a qualified tenant household for MOHCD's approval."

A Yes.

Q And then you tell him that (As read):

"MOHCD will review the tenant's information including the rental application."

A Correct.

Q And then No. 5: Upon MOHCD's approval, there will be a lease, the lease needs to be forwarded to MOHCD and MOHCD must approve it.

And you say it has to be temporary in the lease, right?

A Correct.

Q And then if we can look at the next page -- and those are all the things that we discussed earlier, right?

A Yes.

(Document displayed)

MS. ROSENBLIT: Just the top part. The last part of her email.

(Document enlarged)

BY MS. ROSENBLIT

Q Okay. That last paragraph, you tell him (As read):

"If you feel you are qualified for a financial hardship exemption, you may provide all the documents listed in No. 1 for MOHCD's consideration."

A Correct.

Q And then: MOHCD will follow these steps to process that request, right?

A Correct.

Q Did Mr. Rice submit any of that documentation?

A No.

Q And did he submit any further information from his doctor?

A No.

Q Okay. All right.

MS. ROSENBLIT: If we can show what I believe has been previously admitted as Exhibit 35.

THE COURT: It has been admitted. Right?

THE COURTROOM DEPUTY: Yes.

MS. ROSENBLIT: Okay, great.

(Document displayed)

MS. ROSENBLIT: If we can just highlight or call out the top email.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. Ms. Yin, I think you already testified that this is your email to Mr. Rice, dated November 7, 2017?

A Yes.

Q And you thank him for submitting the documentation, and you let him know you have reviewed it, and he's cured his default. Correct?

A Correct.

Q And that we will resume processing his refinance request. Correct?

A Yes.

MS. ROSENBLIT: All right. We can take that down, thank you.

(Document taken off display)

BY MS. ROSENBLIT

Q As part of your job, do you receive accommodation requests?

A Yes.

Q What type of requests do you typically get?

A Well, we can get -- depends on the situation. So for example, if the homeowner who needs a different unit to meet

the, you know, their disability, the -- in order for them to apply for BMR, we could actually exempt their first-time home buyer status. That is just one of the example, yeah.

Q Okay.

A And oftentimes if the homeowner -- if the buyer's participating in those program, if they need additional time to submit the documentation because of a disability, we will also grant those requests.

Q Okay. Have you ever had anyone request an accommodation to charge rent where they didn't show a financial hardship, other than Mr. Rice?

A No.

Q All right.

MS. ROSENBLIT: If we could look at what's been admitted as Exhibit 10. Page 7, please.

THE COURTROOM DEPUTY: No. 10 hasn't been admitted.

THE COURT: Yes, it has.

THE COURTROOM DEPUTY: Has it been?

THE COURT: Yes.

THE COURTROOM DEPUTY: Okay. It wasn't on my list. Sorry.

THE COURT: (Inaudible)

MS. ROSENBLIT: That's --

THE COURTROOM DEPUTY: It was admitted yesterday, sorry.

(Off-the-Record discussion)

MS. ROSENBLIT: Let me see if I can use the ELMO.

THE COURT: Okay.

MS. ROSENBLIT: Do we need to disconnect anything or can I --

THE COURTROOM DEPUTY: I think you should just be able to turn it on.

MS. ROSENBLIT: It says it's on.

THE COURTROOM DEPUTY: Yes, but we have to turn it on with that as well.

MS. ROSENBLIT: Oh, I see. Thank you.

THE COURTROOM DEPUTY: Uh-huh. This thing is kind of tricky, so, not sure if I -- I am not sure whether what you are sharing there has to be off.

THE COURT: I can tell that the -- that one doesn't look like it's on.

THE COURTROOM DEPUTY: Right.

THE COURT: We were using it yesterday. And I think --

THE COURTROOM DEPUTY: It's really kind of tricky to get it to come on. It's not --

MS. ROSENBLIT: Okay.

THE COURT: You don't have an Exhibit 10 in hard copy? The redacted? You showed it earlier today.

MR. FISHER: We did.

MS. ROSENBLIT: Can I have it up on the screen?

THE COURT: If you don't mind, to have that accommodation, that would be great.

THE COURTROOM DEPUTY: Thank you.

THE COURT: I thought we did put it up earlier on your side of things.

MS. ROSENBLIT: I think they put it up.

THE COURT: Well, they put up the wrong redacted version of it. I remember we put up -- maybe that was the interrogatories.

MS. ROSENBLIT: A few versions --

THE COURT: Okay. So thanks for putting up Exhibit 10.

MS. ROSENBLIT: Thank you, guys.

MR. FISHER: No problem.

THE COURT: Okay, Page 7. See how we collaborate in Federal Court? In case you haven't figured it out, we're a pretty small community in the Bay area -- this is to the jury -- we really are, we all know each other and it's kind of a nice thing about the job. You wouldn't guess it if you didn't work in our environment.

(Document displayed)

MS. ROSENBLIT: Thank you. And if you would please call out No. 7, and then Paragraph -- that separate paragraph.

(Document enlarged)

BY MS. ROSENBLIT

Q So while she does that -- and thank you again -- Ms. Yin, I'm showing what you was admitted as Exhibit 10. And opposing counsel asked you some questions about this document earlier. It's the joint statement of the Department of Housing and Urban Development and the Department of Justice. And it's some guidance on reasonable accommodation requests.

A Yes.

MS. JIAM: Let me try one more time, sorry. Let me try one more time. The whole paragraph.

(Document enlarged)

MS. ROSENBLIT: Okay, thank you. I appreciate that.

BY MS. ROSENBLIT

Q All right. Ms. Yin, this guidance here says:

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

Do you see that?

A Yes.

Q And it says "Yes," right?

A Yes.

Q (As read)

"A housing provider can deny a request for a reasonable accommodation if the request was not made by a person with a disability or if

there is no disability-related need for the accommodation."

Right?

A Correct.

Q Okay. And then it goes on to say:

"In addition, a request for a reasonable accommodation may be denied if providing the accommodation is not reasonable..."

Correct?

A Correct.

Q For example, or (As read):

"i.e. if it would impose an undue financial and administrative burden...or it would fundamentally the nature of the provider's operations."

Right?

A Correct.

Q Mr. Rice's request, would it have fundamentally altered the nature of the MOHCD's affordable housing program?

A Yes.

MS. ROSENBLIT: All right. If we could go to Page 11, No. 16, if you will call out, like, that whole section.

(Document displayed)

(Document enlarged)

MS. ROSENBLIT: Oh, I'm sorry, hang on.

Okay, I'm sorry, take that down.

(Document taken off display)

MS. ROSENBLIT: All right, I think that's all. Thank you.

Hold on.

(Off-the-Record discussion between counsel)

MS. ROSENBLIT: Okay. I tender the witness.

THE COURT: Okay. All right. Redirect?

MR. FISHER: Yes.

REDIRECT EXAMINATION

BY MR. FISHER

Q Hello again.

A Hi.

Q All right. Ms. Yin, I believe you testified that you learned Mr. Rice had roommates because your colleague Sandra Gates-Anderson told you about it. Right?

A That's correct.

Q Because either you or her found it -- found rental income on his tax returns, right?

A That's correct.

Q Now, I remember I deposed you in this case.

A Yes.

Q I forget when, a couple months ago or a year ago, something like that?

A About a year ago.

Q And you took an oath in that deposition, right?

A Correct.

Q The oath was to tell the truth?

A Correct.

Q The whole truth?

A Yes.

Q And you obeyed that oath in that deposition?

A No.

Q You did not obey that oath in that deposition?

A Oh, sorry. I heard it the other way.

Q You told the whole truth in that deposition, right?

A Correct.

Q Okay. All right.

(Laughter)

A Too many yes or nos.

MR. FISHER: Your Honor, I would like to read Section -- or Page 87:14 through 88:5.

MS. ROSENBLIT: What page?

THE COURT: 87:14 to --

MR. FISHER: 88:5.

MS. ROSENBLIT: I don't think that impeaches her testimony. I think it's a different question.

THE COURT: Let's see.

MR. FISHER: Your Honor, I believe in -- with other witnesses we were just looking for completeness, and we weren't

doing actual impeachment objections.

MS. ROSENBLIT: I mean, it has to be impeachment.

THE COURT: Hang on just a sec.

(The Court examines document)

THE COURT: I think it's fine. You can go ahead and do it.

MR. FISHER: Okay. (As read)

"**QUESTION:** Okay. So is it still your testimony that Mr. Rice didn't bring to MOHCD's attention that he needed permission to have a roommate?

"**ANSWER:** He did bring it to -- he bring it to our attention in the email, yes. That's how the case get escalated to me. Yes.

"**QUESTION:** Understood. So MOHCD didn't catch him hiding the fact that he had a roommate. He self-reported it. Right?

"**ANSWER:** He did report it, yes. He had a roommate."

BY MR. FISHER

Q Now, counsel also asked you how charging rent is against the nature and purpose of the program. Do you remember that?

A Yes.

Q Okay. And you said the purpose is for the homeowner to use the unit as a principal residence, not as a second home or

investment property. Do you remember saying that?

A Yes.

Q Okay. Now, Mr. Rice didn't say that he was using his unit as a second home, right?

A He did not.

Q And he didn't say he was using it as an investment property. Right?

A Um, so, generally, for income-producing units, they are considered as investment properties.

Q But he didn't tell you: I want a roommate to use this unit as an investment property. Right? That's not what he said.

A Correct.

Q In fact, he told you that he intended for the unit to be his primary residence. Right?

A That's correct.

Q Okay. Let's look at Exhibit 37.

THE COURT: And I'll just make a record, it's also admissible as an admission, as a party admission. So there's another ground to admit her statement in a deposition that could -- so, that's just that record.

MR. FISHER: And can we go to -- oh, goodness, I don't know what page this is. I think it's 14. I can give you the Bates stamp if you want.

The Bates stamp is 75.

(Document displayed)

MR. FISHER: Yeah. And then blow up that first paragraph on 75, "In any case..."

(Document enlarged)

BY MR. FISHER

Q Okay. Do you remember getting this email (Indicating)?

A Yes.

Q So he told you:

"And, to be sure, my home at 200 Brannan Street, Apartment 316, SF, California 94107 will remain my permanent and principal residence."

Right?

A Correct.

MR. FISHER: Okay. You can take that down.

(Document taken off display)

BY MR. FISHER

Q Now, Ms. Yin, I believe you also testified that you didn't need to talk to Mr. Rice about the nature of his disability because Dr. Ludwig's letter was clear about it. Right?

A Correct.

Q Let's take a look at it.

MR. FISHER: Can you pull up Exhibit 14?

(Document displayed)

MR. FISHER: And can you blow up the paragraph in the

middle of the page, "Mr. Rice has explained to me..."

(Document enlarged)

MR. FISHER: Thank you very much.

BY MR. FISHER

Q So it says (As read):

"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."

Is that the paragraph that gave you the information you needed?

A Yes.

Q Okay. Now fair to say that Mr. Rice's request was a bit unusual. Right?

A Yes.

Q Not every day that someone says they need a roommate to help with their mental handicap, right?

A Yes.

Q And do you think that this paragraph here in Dr. Ludwig's letter gave you all the information you needed to understand his disability?

A To understand that he needs a roommates.

MR. FISHER: No further questions, Your Honor.

THE COURT: Okay. I assume nothing else --

MS. ROSENBLIT: Nothing further.

THE COURT: Now you are excused.

(Reporter clarification)

THE COURT: I'm sorry, I'll get it; I'm the closest.

(The Court examines document)

THE COURT: So actually, yes, stay there.

(Sidebar discussion held off the Record)

THE COURT: So just, as the jury may remember, I talk with the lawyers first, and we are going to ask the question.

MS. ROSENBLIT: Okay. All right, may we show what's been admitted as Exhibit 12.

Go to Page 5, Section 6.2.

MS. ROSENBLIT: Ms. Yin, do you recognize this document to still be the declaration of resale restrictions that Mr. Rice signed?

THE WITNESS: Yes.

(Document displayed)

MS. ROSENBLIT: How long does this contract stay in place?

THE WITNESS: Forty-five years.

MS. ROSENBLIT: Okay. And the question from the jury was (As read):

"Is there a time limit, a number of years for the rental restriction and primary residency requirement? Or is it for as long as you own

the property?"

THE WITNESS: As long as the homeowner owns the property, until they -- you know, at the end of the restriction, 45 years, if they were able to pay off the BMR lien as specified here, which is the difference between the resale affordable price and the fair market value, then the BMR restriction will be released. And from that time the property would be free of restrictions.

MS. ROSENBLIT: Thank you.

THE COURT: Okay. If you could just give Karen the --

MS. ROSENBLIT: Yes.

THE COURT: Okay. All right, with that, I think you are excused.

(Witness excused)

MS. ROSENBLIT: Thank you.

THE COURT: All right. Is Mr. Rice ready to call his next witness?

MS. JIAM: We are.

THE COURT: And who is that?

MS. JIAM: Sorry. Ms. Maria Benjamin.

THE COURT: Okay, Ms. Benjamin, come on up. And you know the drill by now. You will remain standing and Karen will swear you in, and then you can be seated and state your name for the record.

MARIA BENJAMIN, PLAINTIFF'S WITNESS, SWORN

THE WITNESS: I do.

THE COURTROOM DEPUTY: Great. Thank you. Go ahead and have a seat. Please make sure you speak clearly into the microphone. And could you please state your full name for the record.

THE WITNESS: My name is Maria Benjamin.

THE COURTROOM DEPUTY: Thank you.

DIRECT EXAMINATION

BY MS. JIAM

Q Good afternoon.

A Good afternoon.

Q Ms. Benjamin, where do you work?

A I work for the Mayor's Office of Housing and Community Development, in the City and County of San Francisco.

Q And what is your current title at MOHCD?

A My current title is Deputy Director for the Mayor's Office of Housing and Community Development.

Q And how long have you worked there?

A I am pushing ten years. Just about nine and a half years.

Q And are you here as a representative for the City and County of San Francisco?

A I am.

Q So you've worked for the agency for over ten years, is that right?

A Not quite ten years.

Q Okay. Not quite ten years.

A Yes.

Q And is it fair to say you have quite a bit of familiarity with below-market-rate housing and the regulations and laws accompanying BMR housing?

A Yes, it is fair to say that.

Q You have some familiarity with the Fair Housing Act?

A Yes, I do.

Q An individual does not need to say the words "FHA" in order to make a reasonable accommodation request. Is that right?

A That's correct.

Q And under the Fair Housing Act, a homeowner doesn't need to have written permission for a reasonable accommodation. Is that right?

A No, they don't.

Q And is it your understanding under the LEHP program, whether a homeowner needs permission from the agency to have a guest?

A I don't think they do, no.

MS. JIAM: Okay. Can you bring up Exhibit 23, which has already been admitted.

(Document displayed)

MS. JIAM: All right. And if we could just blow up

the date, Ramsey.

(Document enlarged)

BY MS. JIAM

Q Do you recognize this email?

A I do.

Q You are the Maria Benjamin in this email?

A I am.

Q Okay.

MS. JIAM: And if we could just pull up the text, that third paragraph starting with "I need to..."

(Document enlarged)

BY MS. JIAM

Q Mr. Rice is asking you to meet face to face about this. Is that right?

A Yes, he is.

Q Okay. All right.

MS. JIAM: Can we turn to Exhibit 40, which has actually already been admitted.

(Document displayed)

MS. JIAM: And if you could just pull up that date.

(Document enlarged)

BY MS. JIAM

Q Do you recognize this document, Ms. Benjamin?

A I do.

Q And what is the date on this email?

A This is Martin Luther King Day, January 17, 2018.

Q Okay.

MS. JIAM: And if we could just pull up that paragraph, the main paragraph of this email.

(Document enlarged)

BY MS. JIAM

Q And in this email, Mr. Rice says that he left you a voicemail asking for a meeting. Is that right?

A Yes, he did.

Q All right.

MS. JIAM: And if we could turn to Exhibit 41, which has also been admitted.

(Document displayed)

BY MS. JIAM

Q Do you recognize this document?

A Yes.

Q Okay.

MS. JIAM: Could we pull up that date?

(Document enlarged)

BY MS. JIAM

Q Okay. What is the date on this email?

A It's January 18, 2018.

Q Okay. And Mr. Rice says he left you another voicemail asking you to discuss the situation?

A Yes.

Q Okay. And he says that he just wants a response?

A Yes.

Q Okay. And you spoke with Mr. Rice for the first time over the phone after he sent this email. Is that right?

A Yes.

Q That was five days later. Is that right?

A It was -- yes, it was after the Martin Luther King holiday three-day weekend, and it was when I returned to the office to receive the email. And I called him shortly thereafter.

Q So you spoke with him over the phone?

A Yes.

Q You never met with him face to face, right?

A I never did get a chance to, no.

Q And in that conversation you didn't speak with Mr. Rice about why it was important for him to charge rent. Right?

A Um, yeah, um, he -- he let me know why it was hard, why it was important for him.

Q Right. But you did not ask him why it was important for him to charge rent. Right?

A No, I didn't ask him.

Q Okay. And you didn't ask Mr. Rice why it was necessary for his disability to charge rent from an individual living in his home. Right?

A Can you say that again?

Q You did not ask him why it was necessary for his

disability that the individual living in his home pay rent. Right?

A No, I would not ask him that.

Q Instead, you suggested to Mr. Rice that he could have a roommate cover utilities or food in exchange for living at the unit. Is that right?

A You said instead. I asked him if -- I told him he could have a roommate to -- I mean -- could you say it again?

Q Okay. You suggested to Mr. Rice that he could have a roommate cover utilities or food in exchange for living at the unit. Is that correct?

A After some conversation, yes, I did suggest that.

Q Okay. And under that scenario, is the roommate paying for Mr. Rice's utilities and food?

A Hypothetically, sure.

Q And if Mr. Rice's utilities and food cost a total of $400 a month, would that be a fundamental alteration to the LEHP program for his roommate to cover these costs?

A I -- no, not that by itself. But I -- as I said, there was a lot of conversation before we got to -- before I got to the suggestion of having a roommate pay for other things in the household. There was --

Q Right.

A You know, I called Mr. Rice to talk with him. He wanted a face-to-face meeting. And I called him to open that door.

Q Right. Sorry. So I just -- I don't have a lot of time. So you said you -- you discussed the possibility of the roommate paying for other things to live in the unit. Is that right?

A Yes.

Q Okay. And so if the roommate paid $1,000 a month in other things to live at the unit, would that be a fundamental alteration to the LEHP program?

A If the $1,000 was more than the housing expenses that it cost to rent the unit, and if that person that was paying that $1,000 was not an eligible -- income-eligible household member, then yeah, it would.

Q So when you discussed the opportunity to provide groceries and utilities to pay for rent -- sorry, to pay for living in the unit, you had a cap in mind. Is that right?

A I suggested that as a means of brainstorming. What I was saying to him was that I -- you know, I asked him to think out of the box. I asked him if he had someone that he could help him think out of the box.

I asked him if he could work with a counselor, or a family member, to help him figure out how he could -- alternately from actually charging someone rent, how he could have someone come in and contribute financially to his household.

And, and the -- the utilities and -- utilities and groceries was a suggestion. It wasn't a: Oh, do that. It was

a brainstorming with him.

Q But you brainstormed an idea that you thought would be viable with the agency. Right?

A Well, sure.

Q So you didn't suggest groceries and utilities with the understanding that if he had said yes, they wouldn't have allowed it. Right?

A There would have been a lot more conversation to have. It was -- it was trying to get him to think outside of actually charging rent.

Q So assuming that the utilities and food, if it's $400 a month or $500 a month, as long as it's under the full cost of his housing expenses, that would not have been a fundamental alteration to the LEHP program?

A I don't think so.

Q But if the roommate paid $400 or $500 a month in rent, that would have been a fundamental alteration to the LEHP program?

A It depends upon the income and the circumstances and the lease, and all of the different factors of having a renter. Because once someone is actually paying the rent, they become a renter. And they have rights, too, as a renter.

So yeah, it might have gone against the fundamental intent of the program.

Q So, if a roommate is paying for the utilities --

A Uh-huh.

Q -- and for food --

A Uh-huh.

Q -- and it's around $400 a month in rent, if it's not over the total cost of his housing, of Mr. Rice's housing expenses, that would not have been a fundamental alteration, under the program. But if the roommate is paying $400 in rent, it might have been a fundamental --

A No. No. If a roommate is paying for utilities and food, they're not paying rent.

Q Right.

A Period.

Q So in your view, it's not a fundamental alteration for someone to pay Mr. Rice to live in his unit, as long as he doesn't use the word "rent."

A As long as the payment that is being -- the -- the payment that -- the income, the income that the homeowner is getting is not going towards his housing expenses, that the housing expenses are paid for by the person that was income-eligible -- eligibly qualified and vetted, and that the intended benefit -- the public benefit, public funds went to that person for their enjoyment of the unit and for the enjoyment of the public to have a new homeowner in that unit.

And so if they have someone else that comes to live with them in their home and helps them pay for utilities, helps them

pay for -- or doesn't pay a thing, is there, as an option the homeowner can pay them if -- if -- to live in the household. Those -- that's outside of what the intended use of that unit is, and that's one of the -- that's one of the fundamental aspects of the program.

Q Okay. So the City's position is that it's the word "rent," it's the fact that the money is rent.

A It's not the word "rent." It's the receiving income from public dollars -- from a public investment in affordable housing.

Q Okay. So the City doesn't consider paying for groceries or paying for utilities to be income collected from the affordable housing if a roommate pays Mr. Rice's groceries and utilities to stay at the unit. Is that right?

A Right. Because those things are going to pay for utilities and food.

Q Okay. So if the roommate pays for Mr. Rice's phone bill, that would not be considered an expense that goes towards Mr. Rice's living expenses. Is that right?

A That's correct. That's correct.

Q And so if the roommate pays for Mr. Rice's airplane tickets and travel, that doesn't go towards expenses that are his living expenses. Is that correct?

A I guess, if you can find a roommate that's going to pay for your airplane tickets, I guess.

Q Okay.

A Yeah.

MS. JIAM: No further questions.

THE COURT: Okay.

MS. ROSENBLIT: Your Honor, can you remind me when we are breaking? Is it 2:30?

THE COURT: Yeah, about. When we get to a natural break. But it's around there, yes.

CROSS-EXAMINATION

BY MS. ROSENBLIT

Q All right. Good afternoon, Ms. Benjamin.

A Good afternoon.

Q Okay. Can you hear me?

A Yes.

Q Okay. All right. Can you introduce yourself to the jury, please?

A Sure. I'm Maria Benjamin. I'm Deputy Director at the Mayor's Office of Housing and Community Development.

Q And I think you've told us you've been there almost ten years, right?

A Almost ten years, yes.

Q And as the deputy director of home ownership and BMR programs, briefly, what are your responsibilities?

A Well, um, I am responsible for all of the City's home ownership programs.

The City has several home ownership programs to promote affordable home ownership opportunities for low and moderate-income San Franciscans. I'm responsible for the inclusionary BMR program. Which, 200 Brannan is part of that -- of that type of program, the LEP program, where there are below-market-rate home ownership opportunities in a building with market-rate home ownership opportunities.

So in San Francisco, you look around, there's luxury towers, right, and in those towers the City has laws that say that you have to put -- a developer has to include some units in that building that are affordable to people like teachers and bus drivers and other service people, waitresses and people working in the city, so that the city has a wide range for home ownership in this super high-cost city.

So I'm in charge of all that, as well as all the lotteries and the rental -- affordable rental housing, how the City distributes all of its affordable housing, citywide.

Q All right, thank you. And is the Limited Equity Program one of those home ownership programs that you manage?

A It is.

(Reporter clarification)

MS. ROSENBLIT: It feels very close, but I'll take your word for it.

BY MS. ROSENBLIT

Q All right. And you mentioned that the City also has a

separate affordable rental housing program.

A Yes. Yes.

Q Okay.

A Yes, we do.

Q But today, and in this case, you've been sitting through trial, we're talking about a home ownership program. Right?

A We are. We have about 4,000 homeowners across the city.

Q In 2017, did you have the same position at MOHCD?

A No.

Q Oh. What was your position then?

A In 2017 I was director of home ownership programs, and below-market-rate programs.

Q What were your responsibilities?

A They were the same.

Q Okay. Different title but same --

A Different title. Well, I guess my -- as deputy, my added title is that I'm officially supporting the director of the agency.

Q I see. And did you have experience working in affordable housing prior to coming to MOHCD?

A I -- it has been my life's career, working with first-time home buyers and home ownership programs in high-cost areas across this high-cost region. I have worked for -- well, a long, long time. And across various cities. And with nonprofits, to provide these opportunities to people that

otherwise would never be able to own a home.

Q How many years in affordable housing experience --

A Okay.

(Reporter clarification)

BY MS. ROSENBLIT

Q How many years of affordable housing experience did you have prior to coming to MOHCD?

A About 22, how's that?

Q Sounds precise. Thank you.

All right. Ms. Benjamin, are you familiar with Mr. Rice?

A Yes.

Q How do you know him?

A He and I exchanged a phone conversation, and he is one -- he was one of the homeowners in our portfolio.

Q Did he own a below-market-rate unit at 200 Brannan Street?

A Yes, ma'am.

Q What do we mean by "below market rate"?

A As I was saying, it's a unit of housing, affordable housing that is in a building where there -- the majority of the units are market rate. So if it's -- market right now today in San Francisco, $1.6 million for a condo. And the below-market-rate units are about $300,000 in a condo, today.

Q All right. What is the purpose of affordable housing?

A Hm. Um, the purpose of affordable housing is to provide opportunities to low -- I'll just say to income-based

communities from very low income all the way to moderate or middle income that would otherwise not be able to afford housing in your city. That's the easiest way I can describe that.

It's to be able to provide -- for home ownership, and particularly, it's to be able to provide -- it's like a three-prong approach here. It's to be able to provide communities with people that live in the community, that have a stake in the community. It's to be able to provide opportunities for people that want that stake to be able to have it. In this -- otherwise, they would have to leave.

It's to be able to maintain diversity in our city. It's to be able to maintain all kinds of diversity. Not just economic, income-based, but racial diversity, and -- and all abilities. So that people, people in our disabled communities will be able to stay in the community that they grew up in, have an opportunity to do that. People all across the city.

And so that our city doesn't look just like one income base, especially when it's a high-cost area.

Q Who is eligible to purchase a home through the Limited Equity Program? What we have been talking about as LEP?

A LEP, yes. Any -- right now, I believe it's like 95 percent of the area median income, that's the income base. You have to -- there are -- it's affordable to low- and middle-income households living in San Francisco. Or, that

want to live in San Francisco.

Q Are there other eligibility requirements?

A Yes.

Q Can you tell us about those?

A Sure. There are household size eligibility. So that you're -- a single person can't buy a three-bedroom unit. We're trying to make sure that folks -- that we use these resources for family sizes that need them. So a larger family size would take a larger unit.

There are first-time home buyer requirements, so that it is meant for first-time home buyers. It's really -- most of our people in our -- in our homes have -- are generational first-time home buyers, that their parents never owned any property. So that they're able to start that wealth-building within their -- as far as their own equity goes, for their families.

And besides first-time home buyer -- I'm trying to answer your question. Besides first-time home buyer, there is an education requirement. There was a requirement of -- currently it's a ten-hour requirement. I believe, like, back in the day, it was eight hours. That provides dedicated time to making sure that people get -- understand what they're getting into, first-time home buyers.

First of all, it is really confusing and stressful and intimidating to buy a house, period. So, so, so that is taken

care of. That, that -- we contract with HUD-approved housing counseling agencies who sit with the first-time home buyer, and go over all of this information with them at first. Then when you add on top of that buying a below-market-rate home or a home that has resale restrictions and covenants and all of the things that you've been looking at, when you add all that, that adds another layer of complexity, so that we make sure that we sit down with folks and really go over each and every thing so that people understand what they're getting into, and accept it. Because it's not -- it's not your -- it's not your average typical -- this is the word -- typical home ownership situation. It isn't.

You are getting a benefit, a public benefit. And for that public benefit, there are things -- gives -- there -- it's not free. It's not free. What you're doing is you're committing to honoring it. And you're committing to living in that home. And, and you're -- the big thing, those -- the two big things are living in the home. You can't -- if you have a typical home ownership and you want to rent your house out, you just rent it out. You don't have to ask anybody. You are saying up front you don't -- that you agree that you won't do that.

Also, the big one is that you are not going to sell it for market. So if the home next door is selling for $1.6 million, you're going to sell yours for $300,000 or $400,000.

And those are the two things that kind of get at people.

But that's the -- that's what you agree to when you purchase in the program.

Q Okay. Thank you. Um -- thank you.

So how does an individual in San Francisco purchase an affordable home?

A Well, first you go through all that education. And you -- you -- you make the choice to -- to jump in. We require that folks get a pre-approval from a lender. We have about -- we have, about, I want to say 80 lenders on our list. They are not -- 80 lenders on a list that are there for you to get a loan pre-approval, so that we can know when you enter a lottery that you actually will be able to move forward with purchasing the unit.

And then you enter the lottery. And you keep your fingers crossed that your lottery number puts you at the top so that you can get offered a unit. Offered to purchase a unit. And then you have to get in contract with the sales agents.

And, and then you have to get a loan, a final loan approval. You have to go through all of the regular mortgage loan approval process that anybody does. And then you get your keys.

Q Thank you.

And it sounds like there are a number of rules and restrictions that come along with purchasing affordable housing.

A Yes.

Q Okay. And one of those you said was a commitment to live in the property. Right?

A Yes, ma'am.

Q And why is that critical?

A Um, so, I was speaking about the intent of the program. It is so that all those income-eligible people that serve the community that is hosting -- in this case, San Francisco -- are here. We want our teachers here. We want our firefighters here. We want our -- we want the barista here.

We want -- we want folks who are living -- who -- to be able to -- who are working in this city to be able to live here. And if we don't have these opportunities, they won't be able to.

So having a -- committing, you're going to take this public resource, a public resource that has actually been, like, voted for by the voters. This is not just something that the Mayor's Office of Housing or the former Redevelopment Agency made up. This is public dollars.

So we go to the voters and say: Do you want us to do this with your tax dollars?

And the voters say: Yes, we went you have to do this.

So these covenants are not just -- it's not something that we can just easily forget about. It -- it's the basis for the programs.

So when -- now I have totally forgotten because, see, I could go on and on. But, I'm sorry.

Q Thank you, though. We appreciate your fulsome answers.

So we've been talking about a commitment to living in the property.

A Yes.

Q You've been sitting in the courtroom. A few times today we've looked at the declaration for resale restrictions.

A Yes.

Q Which is -- was one of Mr. Rice's purchasing documents.

A Yes.

Q Okay. Are you familiar with that document?

A Yes.

Q And we looked at Section 6.1 which had a restriction against leasing.

A Yes.

Q Are you familiar with that?

A Yes.

Q All right. Why is there a restriction against leasing a property within the Limited Equity Program?

A Sure. Okay. So the same reasons, the tax dollars and the public intent. It's for -- this -- this -- these opportunities to be used for housing. For -- for sustainable housing.

And it's not meant to be used for income. It's not meant to be used as a way to build wealth in that way. As, as, like,

I'm going to -- as an investment. I'm going to live somewhere else, and I'm going to have this investment.

In this high-cost city, you know, over the last ten years, you might pay $3,000 for a 300-square-foot studio. And so there's a lot of money to be made in renting out a room in your home or -- or -- or your entire apartment. And that type of investment, that type of income, is not what the intent of the program was for.

The intent of the program was to give people a roof over their heads, a stable roof over their head, a roof that they -- a -- and so that then their return back to the city is -- is -- they are able to return back to the city because they don't have to worry about a landlord, they don't have to worry about the rent going up or being evicted because of this high-cost city and people evict -- landlords evict you so that they can get the rent up for somebody -- for the new person coming in.

When you own in this program you know what your monthly expenses are going to be and you're not paying your landlord. You're paying yourself. You're paying -- that's how people can build their equity. You're paying your mortgage. You're not paying your landlord.

So, the average person who lives in one of these units, even though it is restricted, even though they can't sell it for the $1.6 million, they are paying their mortgage every month. The average person, you stay in the unit for about

seven years, and you can earn over $100,000 of appreciation. Which is something you're not going to be able to do paying a high-cost rent in this city. You're just paying it to the landlord.

So, so, that's the type of wealth-building that a home ownership program provides. It provides you with stability, and it provides you with an investment into the community, and it provides you with housing that otherwise you would have to leave, if you -- if you -- if you -- you would be displaced, if you couldn't have this opportunity.

Q And to be clear, it's not designed to be able to resell at a market price, you said, of like $1.7 million, right?

A Right.

Q So there are restrictions in the amount you can sell it for?

A Yes.

Q So it's not designed to be investment in that way, right?

A That's right.

Q And it's also not designed to be investment property or income-generating property from rent, either. Right?

A That's correct, that's correct.

Q So this restriction against leasing the property, that applies whether you are living in the property or not. Right?

A Yeah.

Q Yeah. Okay.

A The City has other programs for building your business or, you know, we can help you start a business, we can help you with your income. But not our housing programs.

Q Okay. All right. And these restrictions are important and fundamental, and that's why there's the home buyers' education requirement, right?

A Yes.

Q And someone sits down and explains all of that.

A Yes. Definitely.

Q And why there's a specific contract that lays out those terms.

A Yes. And disclosures that lay out those terms.

Q Okay.

A And other pamphlets and materials and -- yes. We -- we -- we make sure that the terms are laid out.

Q What happens if a homeowner violates these restrictions?

A Well, the first thing we do is, um, let them know. It also depends upon the situation, but it -- they are in default of their agreement with the City if -- if they are violating it.

Q Okay. And are there different remedies the City can take if someone's in default?

A Yes.

Q Okay.

A Yes.

Q And those possible remedies, some of them, at least, are laid out in the contract we looked at.

A Exactly.

Q At some point did you learn that Mr. Rice was renting out his affordable housing unit?

A Yes.

Q How did that come to your attention?

A It came to me from Cissy Yin, I believe it was Cissy. It had been disclosed. We saw it in the -- staff saw it in the tax returns at a refinance request.

Q And why was it significant?

A Because it had been going on for several years. And that was the first time that we had seen that it was going on for years.

Q What did you do when you learned this information?

A I -- I really don't remember, but what I'll tell you is I believe I spoke with -- I know I spoke with Cissy Yin about it. And we -- we looked at some of the resources that we had to see what -- you know, how to move forward appropriately with it. And then we issued the -- or I -- Cissy and I discussed it, and she issued the action letter or whatever, the --

Q Okay.

A Yeah.

Q And so about the same time, did you get a request -- you, MOHCD, get a request from Mr. Rice seeking an accommodation to

have a roommate?

A Yes. Yes.

Q All right.

A Yes.

Q And what was his request?

A His request was to have a roommate, and to travel more than two months a year.

Q We have all looked at the action required letter. What was MOHCD's response?

A Absolutely affirmative, those things can happen. But we needed to make clear that the -- it -- it -- it absolutely can happen, yes, yes, yes. Do it. But you cannot earn money from it.

So you can have a roommate, you have someone live with you, as the doctor's note indicated that that was the need. And just, you -- you can't charge them rent. You can't make an income from public benefit.

Q Okay. And these rules and restrictions against leasing and requiring owner occupancy, are those rules that apply to all homeowners in the LEP program?

A They -- yes. With all City-sponsored affordable housing, those rules apply.

Q Okay. And those rules apply whether you are disabled or not disabled?

A Yes.

Q All right. Why did MOHCD allow him a roommate?

A His doctor's -- he needed a roommate for his disability. He needed to have someone around him for company -- I'm sorry, I don't remember the exact words, but...

Q Okay. Actually, let's go ahead and look at it then.

MS. ROSENBLIT: Let's look at Exhibit 16, which was previously admitted.

THE WITNESS: Isolation and something.

(Document displayed)

BY MS. ROSENBLIT

Q All right. Do you recognize this document?

A Yes, I do.

Q What is it?

A It's the action required notice that I was speaking of that Cissy Yin prepared for -- in response to Mr. Rice's request. And in response to our finding out that had been actually leasing his home for several years.

Q All right. Did you participate in this response?

A Yes, I -- yes.

Q And so it sounds like there were kind of two, two purposes for the letter, right?

A Uh-huh.

Q One was to address his request for an accommodation, and the second was to address the fact that he had been leasing out his property?

A Yes.

Q All right. So if we can look at Paragraph 2.

(Document enlarged)

BY MS. ROSENBLIT

Q So the first part, the letter references the declaration of resale restrictions. That was Mr. Rice's contract that we have been looking at, correct?

A Yes.

Q And it cites Section 6.1 (As read):

"You are required to occupy the property as your principal residence and prohibited from leasing the property, or any portion thereof, without agency's prior written consent."

Right?

A That's right.

Q Okay. And then it goes on to say that it's been brought to MOHCD's attention that you have been leasing out the property?

A Yes.

Q And then the sentence says (As read):

"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."

A That's correct.

Q Okay. Did you know one way or the other whether he had gotten some verbal permission back in 2008?

A Listen, I didn't. I just couldn't imagine that that would go down like that. I -- I could have, but I -- in my experience, this is such a -- not just in San Francisco but, as I said, in -- across the country, this is such an important aspect to affordable housing that I can't imagine anybody just saying over the phone: Oh, yeah, go ahead and do that.

But, you know, I don't know.

Q Right. Did you work for the San Francisco Redevelopment Agency?

A No.

Q Okay. And was Ms. Horner working for -- did she ever work for MOHCD?

A No.

Q And then the letter goes on to tell him it's a direct violation of the declaration of restrictions, right?

A Yes.

Q Okay. Thank you. And then we really brought this up to look at Paragraph No. 3, I believe.

(Document enlarged)

Q Okay. So this paragraph references -- oh, oh, we were going to look at the letter. Okay, well, we'll look at the letter in a second.

So this paragraph references the doctor's letter?

A Uh-huh.

Q And says (As read):

"You may have roommates without charging rent, and you may travel as long as you continue to live in the property as your primary residence."

Right?

A Yes.

THE COURT: We're about at the break time.

MS. ROSENBLIT: Okay. That's great.

THE COURT: I mean, if you want to show Exhibit 14 to get through that, that will take a minute. But if you want to break, we should break.

MS. ROSENBLIT: Let's take a break.

THE COURT: Okay.

MS. ROSENBLIT: Thank you.

THE COURT: All right, Court is in recess. We're off the record.

(Recess taken from 2:28 p.m. to 2:59 p.m.)

(The following proceedings were held in the presence of the Jury)

THE COURT: Okay, jury's back, everyone can have a seat.

As soon as Karen gets to the table, we are going to try to go two hours just straight through, maybe break at five to

5:00, so I can commute down the hall to my next meeting.

MS. ROSENBLIT: Okay.

THE COURTROOM DEPUTY: Okay.

MS. ROSENBLIT: Thank you.

When we left off we were going to look at Exhibit 14.

(Document displayed)

MS. ROSENBLIT: It's been previously admitted. Thank you.

CROSS-EXAMINATION RESUMED

BY MS. ROSENBLIT

Q All right. Ms. Benjamin, do you recognize this letter?

A Yes, I do.

Q What is it?

A This is Mr. Rice's physician's support of his request -- of his reasonable accommodation request.

Q Okay. So as we discussed, he sent an email and attached a letter from his doctor, right?

A Yes.

Q And this is that letter?

A Yes.

Q Okay. If we could look at, I believe it's the paragraph after this section.

(Document enlarged)

Q All right. Can you read that for us, please?

A (As read)

"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."

Q What did you understand that request to be for?

A That he needed to have people around him in order to avoid isolation and loneliness. That it was a recommendation for him to be able to have people around him.

Q Okay. Does her letter say anything about the need to charge money?

A No.

Q Are there other times when people might have a roommate who doesn't pay them money?

A Absolutely.

Q What are some examples?

A Um, well, there's -- there's family examples, of course. But then there are friends; there are people doing other folks a solid and giving them a foot up and letting them have a place to stay.

There's also, you know, in -- there's care providers that do just that, they provide com- -- they provide -- prevent isolation and loneliness by moving into someone's home and taking care of them. They're paid. And the relationship is, you know, it's a caring relationship.

Q Okay. So when MOHCD told Mr. Rice he could have roommates, you envisioned a variety of scenarios that could take place. Right?

A Yes.

Q And that was fine as long as he didn't charge money. Right?

A Yes.

Q All right.

MS. ROSENBLIT: All right. We can take this down now.

(Document taken off display)

BY MS. ROSENBLIT

Q Okay. In the action required letter and in the followup emails, there was a temporary rental policy that was discussed.

A Yes.

Q Do you recall that?

A Yes.

Q Okay. What are the two circumstances in which you can temporarily rent your place?

A Sure. One would be if you are -- you have a work requirement that makes you have to leave your home, a training or something that is extensive and will keep you away from your home more than two months out of the year. And that you come back to -- to your home. And you can't afford -- you're not able to pay the rent on your -- or your mortgage and wherever you relocate to.

And then the other would be where you have a temporary loss of income, and you need someone to help you on a temporary basis until you get back on your feet.

Q Why are these two circumstances permissible?

In other words, why do those circumstances not change the fundamental nature of the affordable housing program?

A Well, they're temporary. And they are just to make sure that your living situation is stabilized. That you are not displaced from -- because of a temporary loss of income. Or temporary opportunity for -- for other outside income.

And they're -- you -- they're based on the expenses, the housing expenses that you have, and your inability to pay them.

Q Okay. So both circumstances are tied to the housing expenses, and the individual homeowner's inability to pay those expenses.

A Yes.

Q Okay. And is avoiding displacement a goal of the Mayor's Office of Housing?

A Yes, certainly is.

Q Why is it critical that these circumstances are temporary?

A Because when they're temporary, they don't butt up against the intent of the program. It's going to end. It's not -- it's -- the program, as you guys saw, was -- goes for 45 years, right, this LEP program? And then it goes on for another 45 years. Most people don't stay in their home for 45 years. So

every new buyer signed a new 45-year agreement. So it's really meant to go on into perpetuity.

And, and so, the -- the temporary, allowing the temporary makes sure that we are being flexible enough to help people to -- who have a short-term reason for not being able to pay their mortgage or not being able to -- having some sort of loss of income. But, and yet, keeps the intent of the program.

Q All right. Did you understand Mr. Rice's request to be a temporary situation?

A No. Not at all. Not from Dr. Ludwig's letter or from Mr. Rice. I was clear that this was something he needed all the time.

Q All right. And so under these circumstances, let's say the financial reasons for needing a temporary lease continue. What -- what is the path forward with that homeowner?

A And that -- that can happen. In any housing situation, in any home ownership situation, sometimes folks can't afford their mortgage anymore. And it's probably the hardest conversation, as housing counselors, or as somebody helping first-time home buyers is trying to figure out what they -- what to do. The temporary rental might buy them a year to figure out what to do.

Am I no longer going to work anymore and I really -- it's time to sell this house? Or am I able to pay my mortgage in some way? What are my options? And it gives folks some time

to be able to figure all that out.

But, ultimately, unfortunately in home ownership, if you are not able to pay that debt back, you know, you have got to sell, it's time to move. You have got to move on. And that's kind of part of the risks of home ownership. You know, there's many blessings of home ownership. Many blessings. But there are risks.

Q All right. And then, in the other circumstance where there is a need to temporarily relocate for an employment reason, let's say someone has, you know, six months that they need to go spend a job somewhere, and now that job wants them to move there, for example. What happens in that kind of a situation?

A So in that situation, after the end of the lease, the year-long or whatever, they would end that lease with their renter and sell their home.

Q Okay. Do tenants have -- if you know, do tenants have certain rights to property?

A Well, they have -- in San Francisco, certainly. It depends upon the -- the -- the unit of housing, and when it was built, and all of the circumstances surrounding it. But yes, tenants have rights.

And without a lease that explicitly says "This is the end," then a lease automatically goes month to month. You can have a year-long lease, and in the 13th month you are

automatically kicked to a month-to-month lease. Unless there is something in that lease that says there will be no month to month, it ends now, and that's it.

And so that's why we want to look at the leases when someone is going to rent, so that we can make sure that it does say that's it. It's no more. So that everybody is clear, everybody understands what the -- the renter understands what they are getting into. The homeowner understands that, yeah, you're coming back, and, and it is a true temporary situation.

Q And if it -- you know, if the lease didn't say "temporary" and that tenant could continue to live there and have rights, could that impact the ability of the homeowner to sell their property in the future?

A Oh, yes. Definitely. It's very difficult to sell -- if not impossible, to sell a -- well, it's not impossible, but it's very difficult to sell a home with a tenant in it. Especially a home that's in a program for owner-occupied households. Especially in a program that the unit goes up for lottery for first-time home buyers, how are you going to sell it if there is somebody in it that's renting it, that has a contract that you are going to have to evict? You're going to have to go through eviction proceedings in order to clear out this tenant that is in the unit.

Q Okay. And does the City, does the Mayor's Office of Housing have an interest, too, in being able to sell these

properties?

A Absolutely. We have an issue with enough demand for affordable housing here. There is great demand. So we need to be able to have these units come and be free to sell to the next qualified home buyer. It's the whole purpose, the point of -- of taxpayers and voters saying: Yes, do this, we want you to provide opportunities for home ownership here.

And if we get units that are locked up in some sort of litigation or locked up in some -- outside of the purpose, then we are losing that asset. We are losing that investment that the taxpayers made in the program.

Q And in these temporary rental situations, we discussed that there would be an income qualification of the tenant, right? And also like a maximum amount that could be charged.

A Yes.

Q And what is the goal of having a maximum amount that could be charged?

A To ensure that -- that the unit is not being rented for more than what it's intended -- who -- to income levels that are higher than what it was intended to serve. It was intended to serve a household at 90 percent of the area median income which is, in today's money, about $90,000 a year, then that's the maximum.

We'd calculate the rent, figure out what a person who makes $90,000 a year, how much their rent would be, and then we

would -- that would be the maximum.

Q And for the homeowner who needs this temporary relief, is the goal just to help them cover their housing costs?

A If they were going to be continuing to live in the unit, yes, then it would be half their housing cost, right? Or if they -- it depends upon the situation, it really does. And that's why we say case-by-case. So if they had no income, then, you know, we -- and they requested temporary rental, we'd have to do it on a case-by-case basis.

But it is not -- it is not meant for them to go over their housing costs. Because once you cover your housing costs, then any money that is coming in is income, it's investment. It's extra. It's in your pocket. It's let's-go-to-dinner money. And the money that -- that it was intended to be used for the unit is to cover the expenses of the housing unit.

Q So just to be clear, even under this temporary rental policy, you know, if you can apply and qualify for financial hardship or the temporary relocation, you're still only going to be able to charge what you need to cover your housing expenses.

A Uh-huh.

Q Right?

A Uh-huh.

Q Okay. Was that a yes?

A Or the -- yes. Or the maximum allowable rent, whatever's

lower.

Q Okay. Thank you.

And then we have a question from the jury, and I think it is separate from rental. But do you know what the income requirements for a BMR unit with a single occupant was in December of 2017?

A I don't know, in my head. I could definitely find out. I could definitely look it up.

Q Okay. But you don't know, as you sit here?

A I don't know.

THE COURT: But just to interject, you just testified what you thought it was now.

THE WITNESS: Yes.

THE COURT: Or, now, it's 2022, maybe that's good enough.

MS. ROSENBLIT: Yes, yeah.

THE COURT: So --

THE WITNESS: In 2023 --

MS. ROSENBLIT: '23.

THE COURT: 2023.

THE WITNESS: -- yeah.

THE COURT: Yeah, only a few --

THE WITNESS: It's for -- 90 percent of area median income is $90,000.

MS. ROSENBLIT: Okay.

BY MS. ROSENBLIT

Q So, I'm sorry. That's --

A For a single person.

Q -- income --

A That's income.

Q -- requirement.

A Not rent.

Q Yes.

A Yes. So then you'd have to figure out what the rent would be. And we have a chart that does all this for us, that HUD -- HUD -- this is also -- I want to make clear that this is not, again, San Francisco making this up. This all comes from the federal government.

HUD makes up the amount of money that is -- you take a certain area income level percentage of, and then they say: Okay, well, somebody at this income level should be paying this amount of money for their rent. This is their maximum rent. And then they'll add -- yeah. Yes.

So, so, so it's all dictated to us from the other funding sources that go into creating affordable housing. The State of California and the federal government.

Q Okay. And so just to be clear, the 90,000 is like the individual's income.

A Yes.

Q Not from --

A Gross income, yes.

Q Not to be charging the property for.

A No, no.

Q But your income to qualify for affordable housing in the first place.

A Yes. For a home ownership unit. Now, for a rental unit, it's a different story. It's much lower.

Q Okay. All right. So would allowing Mr. Rice to charge a roommate rent fundamentally change the nature of the affordable housing program?

A Yes.

Q Why?

A It would be allowing a single individual person to gain income and -- income from the public dollars that were dedicated for affordable housing.

Q Why is owner occupancy important for this program?

A Owner occupancy, um, owner occupancy is a commitment, is a -- is a commitment to the community that invested -- I've heard this -- invested in this person, this low-income person, and said: Okay, you low-income person, you get this benefit. We took tax dollars. Voters said yes, do this with this money. And you are the person that we are -- that -- that we have determined are eligible, meet all those requirements. And so we're investing in you. So for that investment, we expect you to be here. We expect you to invest as well. Because when you

live here, and you're in, you're not renting where you can leave after two weeks or leave after a month, you're here, you're going to do your grocery shopping here. You're going to buy our monthly MTA passes on our buses. You're going to visit the doctors and the hospital. This is going to be your community, and it's going to be your community for a length of time.

Most homeowners stay in their homes, it is seven years, but, you know, it can range from five -- in order for you to get your investment back, you've got to stay in that house for at least five years. Because you put down a down payment, you paid the closing costs, you put all this money in to buy this home.

And so people who do that don't leave right away. They don't turn it around and sell it and go someplace else. They want that investment back. And the way to get that investment back is through the appreciation and through the equity that you earn from paying your mortgage every month, and from the -- from what you get as appreciation over time.

So, so most homeowners aren't moving until seven years. And so that's what we -- that's great. Because that's -- that owner occupying for seven years is an investment in that community.

And most of these homes are being built in areas that are -- you know, are redevelopment areas. This is what the whole

redevelopment agency did. 200 Brannan was, when they first started building there, it didn't look like it looks now. But people came, and other buildings happened all around it, because there was an investment there. And the -- the idea was that the investment that -- that people that bought there were going to be there for the benefit of the investment, and to add to the benefit of the community.

Q As it relates to owner occupancy, is it enough that someone says that San Francisco is their primary residence, but they live elsewhere for months at a time, maybe six or more months in another location?

A No. No. You can't just say it is. You have to -- actually, you have to prove that it is, and show us documents that say: Yes, I live here. That's part of the requirement. It's not enough to just say it, no.

Q Does the contract define "primary residence"?

A Yes.

Q What does it define it as?

A Defined as 10 months out of 12 a year.

Q All right.

A That's across, that's across -- that is not something we made up. Again, it's -- that's an industry standard.

Q Okay. Thank you. All right. So we looked at that action required letter. And it asks Mr. Rice to terminate his lease and to declare he would not lease the property.

Why did we ask him to do that?

A Because of the income that he had been making on that rental for several years. And when -- he was requesting something of us. He was requesting that we release the lien that ties -- that -- the lien that Ms. Yin was explaining about, how we -- how we hold that property as affordable for 45 years.

When a buyer buys it, they buy their portion. Right? They buy the $300,000. And the City or the redevelopment agency puts a lien on the property for the remainder of the difference between the market price and the below-market price.

And when somebody refinances, they have to -- we have this big old $800,000 lien on the property. So they have to come to us and say: Hey, we want a new mortgage, we want to refinance.

And the reason why that is there is because, otherwise, if, if -- if -- if your unit is appraised for 800 and some-odd thousand dollars, if it wasn't there, hey, let's take a refinance out and pull out $500,000 of cash and go do something else with it.

So we have to make sure we review every refinance request that comes in. And during the last -- well, six years, the number -- as the interest rate started going down, the number of our homeowners that came in asking for refinance went -- "shoo". And we had one person doing the refinances. So, so, yeah, it took a while for us to process all those.

And so it might have seemed like we were extending the time or doing -- but it -- that was just the time. We didn't -- it was -- it just -- it just took us a long time to process all that.

Q Okay. I want to talk about refinancing in just a minute.

A Yes.

Q But quickly, before we get there, did Mr. Rice terminate that lease with the then-roommate he had?

A Yes.

Q And he submitted the declaration that he wouldn't lease the property in the future?

A Yes.

Q So he cured his default.

A Yes.

Q As far as MOHCD was concerned, right?

A Yes.

Q All right. And so did MOHCD take any enforcement action against Mr. Rice?

A No.

Q Did we force him to sell his condo?

A No, not at all.

Q Did we ask him to sell?

A Not at all.

Q Did we ask him to pay any money back?

A No.

Q Did we -- I won't ask that one. Okay.

All right. And we processed his refinance request.

A Yes.

Q And we granted his refinance request, right?

A Yes.

Q And as you were describing the subordination process, we approved the subordination of the City's loan to this new lender.

A Yes.

MS. ROSENBLIT: All right. I would like to admit Exhibit 71, which I believe was agreed to.

THE COURT: All right, 71 is admitted.

(Trial Exhibit 71 received in evidence.)

MS. ROSENBLIT: If we could show that to the jury, please.

(Document displayed)

BY MS. ROSENBLIT

Q All right. If you'll -- can you read as it is, the top part?

Do you know what this document is, Ms. Benjamin?

A General subordination instructions.

Q Okay, great. From the Mayor's Office of Housing and Community Development?

A Uh-huh. To the title company that would have handled the transaction.

Q On behalf of Allison Barton Rice, right?

A Yes.

MS. ROSENBLIT: And if you can blow up the bottom part of the document. Just the signature area.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. Is this your signature?

A It is.

Q And what is the date?

A November 13, 2017.

Q Okay. And then if we can look at Page 4, please.

(Document displayed)

Q Is that your signature again, Ms. Benjamin?

A It is.

Q What are you signing off on here?

A I am signing off on the subordination.

Q Okay. So this is your approval of the refinance?

A Yes.

Q And it was approved November 13, 2017?

A I think it was -- November 17, 20 -- no, November 13, 2017, yes.

Q Okay. Thanks.

MS. ROSENBLIT: If we can scroll to Page 5.

(Document displayed)

MS. ROSENBLIT: And blow that up.

(Document enlarged)

BY MS. ROSENBLIT

Q And here, it's notarized. Can you tell who notarized it?

A I would imagine that that's Sandra Gates-Anderson.

Q Okay. On November 14, 2013?

(Document highlighted)

A Yes, there it is, yeah.

Q All right. Did you wait to approve the refinance until after Mr. Rice submitted the termination of his lease and declaration not to rent?

A We did.

Q Why?

A He was not compliant with his agreements. And we -- we would never allow -- we would never say yes to another request from a homeowner without making sure that all -- that they were compliant with all of the terms of the agreement that we had already.

Q Why? Why is compliance important before you agree to subordinate the loan?

A If we agreed -- well, it -- if we ignored it, then that might say to this homeowner, oh, it's okay for me to do this. And we want to make sure we address all of these things as we are made aware of them.

Q But in any event, the refinance was approved here, correct?

A Yes.

MS. ROSENBLIT: All right. If we could please show the jury Exhibit 30, which I think was admitted earlier.

(Document displayed)

MS. ROSENBLIT: Okay, if we can blow it up, please.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. Do you recognize this to be an email from Mr. Rice to Cissy Yin and you and some others, dated December 13, 2017?

A Yes.

Q And he says:

"I am selling my BMR condominium 'under protest'..."

A Yes.

Q Okay. By this point, in December 13, 2017, MOHCD had already approved his refinancing, right?

A Yes.

Q Maybe a month before?

A Yes.

Q And had already told him his default was cured?

A Yes.

MS. ROSENBLIT: Okay, we can take that down now.

(Document taken off display)

BY MS. ROSENBLIT

Q There was some testimony before about a phone call. Did you at some point have a phone call with Mr. Rice?

A I did.

Q And before you had the phone call, did you miss a couple of his calls or emails?

A Emails, yes. They happened over a long weekend, and yes, I missed them. I don't remember whether I was in the -- even in the office during that extended weekend. But I missed -- I missed them. And it took me four days.

Q Okay. And at some -- fours days later, it sounds like, did you call him and leave a voicemail?

A Yes.

Q All right. And what did you say in your voicemail?

A I said, I told him that I -- I was wanting to connect with him, returning his emails. And that I was available right now if he could call me back. And I left him my phone number, at any rate, to call me back so we could connect.

Q Okay. And did he call you back?

A He did. I believe he called me the next day.

Q Okay. And did you have a phone call with him?

A I did.

Q How long was the phone call?

A My memory is about a half hour.

Q Okay. And what did you guys talk about?

A Mr. Rice explained to me what he was upset about, and what he -- what he wanted. I knew right away when I first got on the phone that he was upset. And in my experience working with folks, I work with a lot of different people, with different levels of stress and different levels of -- of -- and this is -- like I said, this is -- this can be an extremely stressful situation and being -- when the City is asking you for financial information or the City -- so I understand, I have a strong understanding of trauma. And I don't want to cause further trauma in people when I speak with them, regardless of their disabilities. When they have a disability, it's -- it's even more -- I'm even more aware.

And so I -- I listened to him, and I started to explain what our response -- more about our response. And there became a point where he -- he -- he was so upset that he wasn't -- he was yelling and cursing, and so I told him that I couldn't -- I wouldn't -- I wouldn't be able to talk with him unless he could -- unless -- right at that moment, that we would have to talk later if that continued.

And then I went on to say to him that -- and, I'm sorry, I don't -- I don't remember if I said that first or if I said that later. But I -- but I did brainstorm with him. I was trying to brainstorm with him ways to get what he needed in the -- with regard to someone to live with him and still not be noncompliant with the program.

And, and then, you know, when I made a suggestion about having someone live with him who doesn't pay rent, he made a statement that he wouldn't be able to travel if he didn't have somebody paying rent. And I said: Well -- you know, I don't know what I said in response to that. I really don't. I can't remember what I said. And he said it would be stupid not to have -- to have somebody living in his home if they didn't pay rent.

And I asked him if he had a counselor or a housing counselor or some other counselor or a family member or a relative that could help him brainstorm, you know, ways to get what he needs without being in violation of the program. And it just started escalating, and I had to end the call.

Q Okay. So did Mr. Rice tell you why he needed or wanted to charge rent?

A As part of the conversation, he said that he needed -- he wouldn't be able to travel if he didn't charge the rent.

Q Okay. Did you let him know some information about the financial hardship exception?

A I really don't remember if we talked about it in that -- in that call.

Q Would it -- did you take notes of this call?

A Yes, I did.

Q Would it refresh your recollection to look at your notes?

A Yes, it would.

Q Okay. One moment.

A Do I have it in here?

Q I have it, hang on. Too many -- (Inaudible)

MR. FISHER: Renee --

MS. ROSENBLIT: It's just to refresh.

MR. FISHER: I think we agreed on it.

MS. ROSENBLIT: We agreed to admit it? Okay, great.

MS. JIAM: No, no, no, not to admit it.

MS. ROSENBLIT: To redact it?

MR. FISHER: To redact, yeah. We just agreed to the redacted version.

MS. ROSENBLIT: Okay. Okay, sure. Thank you.

THE COURT: Do you want me to read it?

MS. ROSENBLIT: Do you have any objection to admitting it?

MR. FISHER: Yeah, we still have a hearsay objection.

MS. ROSENBLIT: Okay. All right.

THE COURT: It is a hearsay objection. They can admit it, but you can't, but you can refresh her recollection or do past recollection recorded.

MS. ROSENBLIT: No problem. All right.

BY MS. ROSENBLIT

Q Ms. Benjamin, will you please review -- let me ask you this: Are you looking at your notes from this phone call?

A Yes.

Q Okay. Will you please review them to yourself.

(Witness examines document)

A Okay.

Q Okay. So let me ask you this: Are these your notes?

A They are. I usually, when, when there's a -- when I don't have an email transaction of a conversation, like this type of conversation, I usually take notes so that I can refer to them later. You know, especially when someone is, you know, threatening lawsuits and things, I take notes.

Q Okay. And how did you record these notes?

A I -- we have a section in our filing, in our electronic filing that is just for communication notes with individuals. And that's where I put it. I typed it.

Q You typed them?

A Yes.

Q And did you make your notes at or near the time of your phone call with Mr. Rice?

A Right after.

Q All right. And I notice that this document appears to be an email from Ms. Yin to you?

A Yes.

Q But the body of this are your notes?

A Right.

Q So do you know why this --

A Why?

Q -- is an email?

A Because when we were gathering things, as -- the file, Ms. Yin sent it to me and said: Is this your note? And I -- then that's how -- so that's how I -- I don't know how. I could have sent it directly to you; I don't -- we just -- that's how it get to you.

Q I see. So the date on this email is February 11, 2021.

A Yes.

Q But that's not the date you took the notes.

A Right. Right.

Q Okay. As you testified, you took these notes right after your call which was in January of 2018?

A Yes. Yes.

Q And the information from the call was still fresh in your memory at that time?

A Yes, it was.

Q And do these notes accurately reflect your knowledge of the call?

A Yes, it does. Yes, they do.

MS. ROSENBLIT: Your Honor, I move to read this into evidence as a recorded recollection.

MS. JIAM: Your Honor, we object. We think that there's no foundation these are the same notes that she took, and this is not an ordinary business record --

THE COURT: Well, so she's not trying to admit it as a

business record, she's trying to admit it as past recollection -- not admit it, but read it as past recollection recorded.

MS. JIAM: It's not a past recollection recorded because it's from Cissy Yin to Maria and --

THE COURT: Look, I -- can I see the exhibit?

MS. ROSENBLIT: Oh, of course. Here.

Actually --

THE COURT: She can talk about how she generated it. I mean, here's how it works.

MS. ROSENBLIT: I think she just did.

THE COURT: It was a little confusing. So the email --

(Document handed up to the Court)

THE COURT: -- it dated -- it says from, a date, and to. And so I think if she knows that these are her notes and can describe -- lay the foundation for why it meets the past recollection recorded, or -- then, then you can do it. But you've got to lay that foundation. Like, how come -- I don't -- I didn't understand that.

MS. ROSENBLIT: I thought I just did.

THE COURT: I didn't understand it. I didn't understand --

MS. ROSENBLIT: Oh, you didn't understand it. Okay. Let me do this again.

BY MS. ROSENBLIT

Q Ms. Benjamin, --

A Yes.

Q -- are these your notes?

A They are my notes.

Q And did you take these notes at or near the time of the phone call?

A I took them the same day, right after the phone call.

Q And how did you record those notes?

A I put them on a Word document, in the file, the communication file that we have on every homeowner.

Q Okay. And at the time you made the notes, was the information fresh in your memory?

A Yes.

Q And do these notes that you re-reviewed right there --

A Yes.

Q -- accurately reflect your knowledge of that call?

A Yes.

Q And how did these notes end up being in this email from Cissy to you at this later date?

A When we were gathering information, I said, I hope I took notes, or there was some transaction between me and Cissy. She sent me this email and said, Are these your notes? She said, Maria, I think these are your notes. She sent it to me. And I said, Yes, those are my notes. So I -- and we should have sent

you just the Word document, but we sent you this.

Q And when you say "gathering information," you mean as part of this litigation.

A Yes.

Q And you would have been --

THE COURT: You've established the foundation, that's fine.

MS. ROSENBLIT: Thank you. All right. Your Honor, may I read it? Or should I have her read it?

THE COURT: Either way, it doesn't really matter.

MS. ROSENBLIT: Okay. I'll have you read it.

BY MS. ROSENBLIT

Q Ms. Benjamin, will you please read your note starting with the date there?

A (As read)

"January 2018. After much phone tag Maria spoke with Mr. Rice for 30 minutes. I listened to him for about 15 minutes and then he explained that we are not prohibiting him from having..." -- no. "...then explained that we are not prohibiting him from having a roommate, just charging rent. He said it was ridiculous to have a roommate without charging rent and asked me if he could ask them for a donation to cover housing costs.

I said no, that's charging rent. I let him know that if he had a financial hardship, we would review his income documentation and consider allowing him to rent on a short-term basis. I asked him if he had a social worker, doctor, lawyer or friend that could help him strategize on how to meet his needs and still be in compliance with the program. I offered him the resource guide with housing and tenant counselors that could assist him in finding a roommate. He said he would be a fool to have someone live there without rent. I suggested thinking out of the box and perhaps have the roommate cover utilities or food in exchange for free rent. He thought that was absurd. I let him know that we are not forcing him to sell his home and that we wanted him to keep his property if he wants to live there. He said MOHCD is stupid and just doesn't get that he needs to rent the apartment in order to keep his sanity, so we are violating ADA laws."

Then it's redacted.

And then the last sentence is:

"We hung up when he began cursing. I wished

him luck and let him know that he can contact me directly again" -- "directly if new questions arise."

BY MS. ROSENBLIT

Q Did you want Mr. Rice to sell his condo?

A Not at all.

Q Did you try to work with him to maintain his home?

A I tried.

Q And you got some questions on cross-examination, so I want to ask about this brainstorming you did to perhaps have a roommate cover utilities or food in exchange for rent.

Why would that not have violated -- why would that not have caused a fundamental change in the affordable housing program?

A Because Mr. Rice would have been paying his own housing expenses, as agreed to from the beginning. And he would -- it would have been a clear -- he would have been the -- the owner and the person living in the unit. He would not have been making an income from having someone else live in the unit.

And, yeah, he would have been -- he would have -- he would have kept with the purpose, the intent of the program.

Q Okay. Thank you.

Would allowing Mr. Rice to charge a roommate rent have added administrative burden for the City?

A Yeah.

Q Why? What would -- what would need to be done?

A Well, when someone is renting, when a homeowner is renting, we don't have a staff person to do this work and to monitor that lease and the -- you know, some -- someone else would have to do -- to do the work of reviewing the lease and making sure that it's all right. We don't even do that for our rental units. And property management companies, we oversee that activity.

It's the property management companies that -- in our rental projects that actually do the review, they do the leasing and they do all that stuff. So it's -- it adds to -- to the -- we don't have the capacity to really do this on a -- on one person. It is just as much work to do it for one person as it is to do it for, you know, a bunch. So, yeah.

Q All right. So would it have added a financial burden for the City as well?

A Well, the financial burden is -- is more in losing the asset. We lose the affordable housing asset. And affordable housing is -- is -- is very important here. And so we -- we -- we -- we do everything to make sure that these assets stay within the City's portfolio. This problem is not going away. And affordable housing is -- is -- you know, the need is growing more and more and more. And so every time we lose an asset, it is -- yeah, it's a -- it's a financial loss.

Q Okay. And so to process this kind of request, to allow it

would have required MOHCD to hire more staff, potentially?

A Well, or the staff that we have would have to stop doing something they were hired to do, to be able to do this. And, you know, when you are renting out -- as we said, tenants have rights. And it can seem like such a simple thing, but it -- it isn't. It often gets complicated when people are living together, and the City's involved, and it's --

Q And if you -- if you granted his request to charge rent, even though that would not have been reasonable in the eyes of MOHCD, would you have had to do that consistently if others also made the same request?

A Well, sure. Once, once we do it for one person, it would -- it would -- if it's reasonable for one, why isn't it reasonable for all?

MS. ROSENBLIT: Okay. One moment, please.

(Off-the-Record discussion between counsel)

MS. ROSENBLIT: Your Honor, I tender the witness. Thank you.

THE COURT: Okay. Redirect.

REDIRECT EXAMINATION

BY MS. JIAM

Q Ms. Benjamin, you recall that Ms. Rosenblit asked you a few questions about MOHCD's internal policies regarding establishing a financial hardship or a temporary relocation to get an exception from the leasing requirement?

Do you recall that?

A Yes.

Q Okay. The FHA does not require a homeowner to establish a financial hardship or a temporary relocation to make a reasonable accommodation request. Is that right?

A Not -- no. No. Not for a reason -- no. No.

Q Yes, it is -- that is right? Or --

A Ask it again. I'm sorry; ask it again.

Q All right. The FHA does not require a homeowner to establish financial hardship or a temporary relocation to make a reasonable accommodation request. Is that right?

A No, we don't.

Q Okay. Now, other than Mr. Rice's request, are you aware of any instance in which MOHCD received a request for an exception to the leasing requirement, due to a disability?

A Um, no.

Q Okay. And in the approximately ten years that you have been at MOHCD, the agency has only received approximately three or four requests from homeowners for an exception from the leasing requirement. Is that right?

A I -- I -- I know that I said that before. I just don't -- I don't know. That was a guess. So, yeah, I would guess. But I -- I don't really -- I don't have a number.

Q Okay. And I would like to now take a -- if you still have that sheet of the notes right in front of you?

A Yes.

MS. JIAM: Your Honor, I would like to offer Exhibit 294 as an exhibit, party opponent.

THE COURT: Okay, 294 is admitted.

(Trial Exhibit 294 received in evidence.)

MR. FISHER: Can we use the ELMO?

THE COURT: If you can figure it out. I know that we knew how to do it yesterday. There's the remote control for the -- and I did try to get the batteries changed, but --

MR. FISHER: Hopefully it works.

THE COURT: Okay. Good.

(Document displayed)

THE COURT: It's going to be really hard for the jury to see it, but you can -- yeah, there you go, perfect. Now you're going to have to adjust focus.

MR. FISHER: Okay.

THE COURT: And is this marked as an exhibit already? I can't remember if it has a number.

MR. FISHER: There was a non-redacted version. We'll get an electronic.

THE COURT: Okay, what number is it again?

MS. JIAM: 294.

THE COURT: 294, okay.

THE COURTROOM DEPUTY: And this is redacted?

MS. JIAM: That's correct.

THE COURT: Now admitted.

(Trial Exhibit 294 previously received in evidence.)

BY MS. JIAM

Q You see the 1-18 at the top?

A Yes.

Q Is the 1 a reference to the month, and the 18 the year?

A Yes, ma'am, yes.

Q Okay. And this is notes from your call with Mr. Rice?

A Yes.

Q I believe on the 23rd?

A You know what? I really don't know and I don't -- incomplete date. I don't know what that's about. But yeah, I don't remember.

Q These are notes from the only call you've had --

A Yes.

Q -- with Mr. Rice, right?

A Yes, ma'am, yeah.

(Reporter clarification)

THE WITNESS: Thank you.

BY MS. JIAM

Q So these notes you said were taken contemporaneously after the phone call that you had with Mr. Rice. Is that right?

A That's right.

Q And you said you took these notes when they were still fresh in your mind. Is that right?

A Yes, ma'am. Yes, ma'am.

Q And you said that these notes accurately reflect your knowledge of the call?

A Yes, ma'am.

Q Okay. And you just testified with Ms. Rosenblit that on this call, Mr. Rice told you that he needed roommates paying rent to pay for his travel. Is that right?

A Yes, ma'am.

Q Okay. There's nothing in these notes that mentioned Mr. Rice needing roommates to pay rent to pay for his travel. Right?

A No, there isn't.

MS. JIAM: All right. Nothing further.

THE COURT: Any redirect?

MS. ROSENBLIT: No, Your Honor.

THE COURT: Okay. That was another joint witness. I should have said that. All right, you are excused.

THE WITNESS: All right.

MS. ROSENBLIT: Your Honor, can we let her go, subject to recall? I don't intend to recall her, but just in an abundance of caution? Because plaintiff is still putting on their case.

THE COURT: Well, we agreed it was a joint witness, and so presumably should all be in.

MS. ROSENBLIT: Correct.

THE COURT: We've got one more witness left on the plaintiff's side, which is the doctor.

MS. ROSENBLIT: Just a technicality.

THE COURT: She's sitting at counsel table so, it's not a big deal.

MS. ROSENBLIT: Thank you.

THE COURT: So, but you are excused for now.

(Witness excused)

THE COURT: Okay. Is Mr. Rice ready to call?

MR. FISHER: Yes, we call Dr. Alison Ludwig.

DR. ALISON LUDWIG, PLAINTIFF'S WITNESS, SWORN

THE WITNESS: I do.

THE COURTROOM DEPUTY: Okay, great. Thank you. Go ahead and have a seat.

THE COURT: And when you're seated, if you could just say your name for the record.

THE WITNESS: Okay.

THE COURTROOM DEPUTY: Thank you. And make sure you speak clearly into the microphone.

THE WITNESS: Okay. I'm Alison Ludwig.

THE COURTROOM DEPUTY: Thank you.

(Reporter clarification)

THE COURTROOM DEPUTY: Go ahead.

THE COURT: Okay.

DIRECT EXAMINATION

BY MR. FISHER

Q Good afternoon.

A Hi.

Q Can you tell the jury what you do for a living?

A I'm a physician at the San Francisco VA.

Q And how long have you been a physician at the San Francisco VA?

A Ten years.

Q Where did you go to med school?

A I went to Temple University in Philadelphia.

Q What about your residency?

A UCSF, University of California, San Francisco.

Q Do you know my client, Mr. Allison Barton Rice (Indicating)?

A Yes, I do.

Q How do you know him?

A He's my primary care patient.

Q So are you his treating physician?

A Yes.

Q How long have you been his treating physician?

A Since 2017.

Q Do you remember how you became his treating physician in 2017?

A Um, his prior physician retired and stopped seeing

patients, and he was transferred to my panel.

Q Do you remember when in 2017 that happened?

A No.

Q Was it summertime?

A I don't remember, to be honest.

Q Okay. Did you do anything to prepare for your first appointment with Mr. Rice?

A Yeah. I reviewed his chart and past medical history.

Q And based on that review and your first appointment, what were some of your initial impressions about Mr. Rice as a patient?

A Um, that he was, um, a middle-aged man with chronic mental illness, 100 percent service connection through the VA. Hypertension. Some other chronic medical issues.

Q What is a 100 percent service connection to the VA?

A That means that, you know, roughly speaking, it means that injuries and disabilities that occurred or were caused by their military service are being treated by the VA, and that they get support from the VA because of those disabilities.

Q Okay.

MR. FISHER: Can we pull up Exhibit 14?

(Document displayed)

BY MR. FISHER

Q You might be able to see it on your screen there too (Indicating).

A Uh-huh.

Q Do you recognize this letter?

A Yes.

Q Is this a letter you wrote?

A Yes.

Q To the Mayor's Office of Housing and Community Development?

A Yes.

Q And the date on that, can you read that date to the jury?

A It's September 19, 2017.

Q Was this after you became Mr. Rice's treating physician?

A Yes.

Q Okay. Let's look at the sentence in the second paragraph there.

MR. FISHER: Can you blow up that whole second paragraph?

(Document enlarged)

MR. FISHER: Yeah.

BY MR. FISHER

Q See where it says (As read):

"He is 100 percent service connected for depression, paranoid schizophrenia..."

A Uh-huh.

Q Is that your understanding of what his service-connected disability is?

A Yes.

Q Okay. And then let's go to --

MR. FISHER: Can you blow up the next two paragraphs?

(Document enlarged)

BY MR. FISHER

Q Now, Dr. Ludwig, the jury has seen this letter.

A Uh-huh.

Q I want to walk through these two paragraphs with you. One of these sentences here:

"The most significant factor supporting his mental health is the maintenance of a stable home environment."

A Uh-huh.

Q (As read)

"Disruptions to this have a high risk of triggering recurrent mental illness."

A Uh-huh.

Q What did you mean by that?

A Um, I meant that having a home preserved his mental health. That's a key factor for his stability.

Q Okay. And then the next sentence here (As read):

"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."

Do you see that?

A Yes.

Q Okay.

MR. FISHER: And then can we blow up the last paragraph, starting with "For Mr. Rice's mental health..."

(Document displayed)

BY MR. FISHER

Q And it says (As read):

"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."

Do you see that?

A Yes.

Q What did you mean by the word "roommates"?

A Um, I meant someone that was living with him that was sharing the costs of maintenance of the house and possibly the rent.

Q So someone who would be paying rent?

A Yes.

Q Okay. Why did you mean someone who would be paying rent, as opposed to someone who wasn't paying rent?

A Um, you know, the idea was to support him in adult

functional behavior in the world. And having a roommate that pays rent is a way that someone would do that. And the idea that someone would live in his house and not pay rent is not a roommate. That's a guest.

Q Do you think having a guest would have had the same beneficial impact on Mr. Rice's mental health?

A No.

Q Why not?

A Um, because having a roommate is -- is, you know, a sign of independence, it's a way of him being an adult in the world. I can't think of a situation where a long-term guest would be possible. I mean, how -- that would be someone that would be like a caregiver to him. That's not the route that we were hoping for him to be able to take.

Q So you anticipated where I was going. Why wouldn't a caretaker work? Someone who lived there long-term that he sort of paid to be there?

A Well, you know, part of what -- part of one of the challenges for Mr. Rice has been relationships, which is part of the challenge for many patients with mental illness. And the idea of him having an adult normal functional relationship with another person in his apartment supporting his ability to live there is more functional and more healthy than having a caregiver. He doesn't need a caregiver.

Q What about someone who moved in, didn't pay rent, but

agreed to pay utilities and groceries? Do you think that would have the same sort of --

A It might.

Q Same as rent?

A I don't know.

Q Okay. The date on this letter is September 19, 2017, right?

A Yes.

Q Do you remember how long you had been seeing him before you wrote this letter?

A Um, from reviewing it more recently, I think, I think since the summer, July, maybe.

Q Okay. And do you think you knew enough about Mr. Rice to make the sort of recommendation that you wrote in this letter when you wrote it?

A Yes.

Q Do you stand by the recommendation in this letter?

A Yes.

Q So how long have you been seeing Mr. Rice in total now?

A I guess, let's see, six years.

Q Based on your experience, do you think he's an honest guy?

A Yes.

Q Is he someone who exaggerates his symptoms to you?

A No.

Q You ever got the impression that he misled you about his

disability?

A No.

Q Do you think he's ever made any false statements to you for the purposes of benefiting this case?

A No.

(Reporter clarification)

BY MR. FISHER

Q Do you think he's ever made any false statements to you for the purpose of benefiting this case?

A No.

Q Anything else you want the jury to know about Mr. Rice?

A No.

MR. FISHER: No further questions.

THE COURT: All right. Cross-examination?

CROSS-EXAMINATION

BY MR. ROLLAN

Q Good afternoon, Dr. Ludwig.

A Good afternoon.

Q You started seeing plaintiff in about July of 2017. Is that right?

A That sounds right, yes.

Q Okay. And you have been treating him on mental health issues, among other things, is that correct?

A Yes.

Q And you agree that plaintiff's mental health diagnosis is

major depression and generalized anxiety disorder, is that right?

A Um, no.

Q Okay. I would like to read -- oh, Dr. Ludwig, I believe my colleague conducted your deposition on May 2nd of '22. Do you remember that?

A Yes.

Q And in that deposition you took an oath to tell the truth under penalty of perjury, is that right?

A Yes.

Q And it's the same oath that you took today in front of the jury?

A Yes.

Q All right.

MR. ROLLAN: I would like to read Page 28, Lines 8 through 11 of Dr. Ludwig's deposition testimony.

THE COURT: Why don't we give the plaintiff a chance to catch up with where you are. This is sometimes what we do just with prior statements --

THE WITNESS: Okay.

THE COURT: So it's a lawyer thing. Nothing for you to worry about at the moment. You can listen.

So I'm not sure I have the deposition transcript in front of me, so I will let the plaintiffs look at it.

MR. FISHER: Counsel, can you give me the line number

one more time?

MR. ROLLAN: Sure. Page 28, Lines 8 through 11.

MR. FISHER: That's fine.

MR. ROLLAN: (As read)

"QUESTION: How would you describe the mental health diagnosis Mr. Rice has?

"ANSWER: Major depression and generalized anxiety disorder."

THE WITNESS: Uh-huh.

BY MR. ROLLAN

Q Dr. Ludwig, you agree that Mr. Rice doesn't present with paranoid schizophrenia currently, is that correct?

A Currently? No. As far as I know.

(Reporter clarification)

THE WITNESS: No, as far as I know.

BY MR. ROLLAN

Q Dr. Ludwig, in your role with the VA, you receive about three housing-related patient accommodation requests per year, is that right?

A Hm. I don't know.

Q Okay. Among those that you do receive that you can recall, would you say about 50 or 60 percent of those are mental health-related?

A Yes.

Q And an example of a mental health-related accommodation

request that you have handled is from a patient who suffered from restless leg moments, severe PTSD, night terrors, who requested a separate bedroom for him and his wife; is that --

A A separate bedroom for him, yeah.

Q Okay. Aside from Mr. Rice, none of the patients in your care have ever requested a rent-paying roommate as a mental health-related accommodation. Is that right?

A Correct.

Q And other than medical records, none of your patients have ever requested the ability to travel as part of a mental health-related housing accommodation. Is that correct?

A Correct.

Q You saw plaintiff in August, 2017. Do you remember that?

A Somewhat.

Q Okay. And in that meeting, plaintiff requested a letter in support of his housing issues, is that correct?

A Yes.

Q During that meeting, the accommodation that plaintiff requested related only to his ability to travel. Is that right?

A Um, I don't recall, honestly.

Q Okay.

MR. ROLLAN: Your Honor, I wonder if it's appropriate to read the testimony if she testified to the --

THE COURT: I suppose she could look at her -- refresh

her recollection, or -- it's not really an impeachment thing.

MR. ROLLAN: That's right.

THE COURT: If she had her medical notes she could look at them pretty easily.

I'm sure you know this. There are just rules about how things come in, and the lawyers are doing their best to make sure that they're complying with the rules. And, of course, no one -- it's normal not to remember things so we are just trying to figure out how to get it.

So if you have a deposition transcript where she talked about it --

MR. ROLLAN: Yeah, I do, sure.

THE COURT: Maybe she can read it and see if that helps.

MR. ROLLAN: All right.

THE COURT: I don't know if you have the medical files here as part of the evidence.

MR. ROLLAN: So the deposition transcript citation --

THE COURT: Yes.

MR. ROLLAN: -- for the question and answer is Page 45, Line 23 to Page 46, Line 1. And --

THE COURT: Okay. And why don't you look at it, because if you don't have any problem with it, we can just sort of move on. I mean, you'll just read it the normal way.

So let's let the plaintiff see if they can catch up. I

gave everybody a lot of leeway on both sides to -- to -- because, six years ago. So...

MR. ROLLAN: And then it continues on to Page 46, Lines 3 to 6. Could --

MR. FISHER: Your Honor, I don't think it is impeachment. I would prefer that he use it to refresh her recollection.

THE COURT: Okay. You can try that.

MR. ROLLAN: May I approach?

THE COURT: Yes.

For the record, I just unsealed the transcript.

(Reporter clarification)

THE COURT: For the record, I just unsealed the transcript.

(Witness examines document)

BY MR. ROLLAN

Q Does that refresh your recollection?

A I mean, that's what I said in the deposition. I don't -- I don't feel like I totally remember it clearly, but that was closer to the time, so, yes.

MR. ROLLAN: Okay, may I read it?

THE COURT: I think that's fine, go ahead.

MR. ROLLAN: Okay.

THE COURT: Doesn't matter.

MR. ROLLAN: (As read)

"QUESTION: I think I heard you mention that the accommodation Mr. Rice was talking about was making sure that he had the ability to travel. Did I hear that correctly?

"ANSWER: Yes. Yes.

"QUESTION: At this point, in August of 2017, was there any other accommodations in addition to the ability to travel that Mr. Rice discussed with you?

"ANSWER: No."

BY MR. ROLLAN

Q Dr. Ludwig, in October of 2017 you wrote a letter addressed to the Mayor's Office of Housing on plaintiff's behalf about his disability and requested accommodation. Is that right?

A Yes.

MR. ROLLAN: Can we please publish Exhibit 14. It's already been admitted into evidence.

(Document displayed)

MR. ROLLAN: Could you kindly blow up the sentence that begins with "Mr. Rice has explained," and then the next three.

(Document enlarged)

MR. ROLLAN: Actually, including the last one. Thank you.

(Document enlarged)

BY MR. ROLLAN

Q Dr. Ludwig, this is your report?

A Yes.

Q That you sent to the Mayor's Office of Housing?

Okay. This report says (As read):

"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."

And then I'll just skip the next one.

"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."

A Yes.

Q Those are your words? Is it fair to say, Dr. Ludwig, that

when you wrote this letter, the accommodations you recommended were to help manage his isolation and loneliness?

A It was to address the symptoms of his mental illness.

Q Okay. Would you agree that the letter did not -- or it does not explicitly state that the roommate you recommended for plaintiff needed to pay rent?

A Correct.

Q And when you mentioned plaintiff's history of roommates in your letter, you did not, before drafting this letter, discuss with plaintiff whether those roommates were rent-paying. Is that right?

A Correct.

Q And at the time you wrote the letter, you didn't know whether plaintiff's prior roommates had been -- that had been helpful for him in combating his isolation and loneliness were rent-paying. Is that right?

A I assumed they were, by the meaning of "roommate," but I didn't ask that specifically.

Q Okay. In fact, at the time you wrote your letter in September of 2017, you had no opinion one way or the other whether or not plaintiff's roommate needed to be rent-paying versus non-rent-paying. Is that correct?

A Um, I'm not sure how to answer that.

Q That's a yes or a no.

A Um, can you say it again, please?

Q Sure. At the time you wrote the letter in September of 2017, you had no opinion one way or the other whether plaintiff's roommate needed to be rent-paying versus non-rent-paying.

A Yes, that's true.

Q And also, at the time you wrote this letter, you didn't consider whether or not the roommate being rent-paying or not was necessary -- was necessary as an accommodation. Is that correct?

A Yes.

Q And based on your experience with plaintiff in September of 2017, you would agree that there's no reason for plaintiff's mental health that he would need to charge a roommate more than his own mortgage in his BMR condo. Is that right?

A Yes.

Q And you would also agree that if plaintiff's roommate had been required to pay for utilities for the BMR condo, that's something that would have provided plaintiff the same mental health benefit as somebody who contributed rent. Is that right?

A Um, I -- I don't know, actually, the answer to that.

Q It's a yes or a no.

MR. FISHER: Your Honor --

THE COURT: "I don't know" is an okay answer, too. If she can't answer it, she can't answer it.

MR. ROLLAN: Okay.

BY MR. ROLLAN

Q Would it refresh your recollection if I showed you your deposition testimony?

THE COURT: You can show her the deposition testimony.

MR. ROLLAN: Okay.

(Witness examines document)

BY MR. ROLLAN

Q Dr. Ludwig, does seeing your deposition transcript refresh your recollection?

A Yes.

Q Okay. And so does that change your response to the question that I had previously posed?

A I mean, I feel like the answer in the deposition was also -- seems like it would, but I don't know that I feel like I can say yes.

MR. ROLLAN: Can I just read --

THE COURT: Yes, you can just read it.

MR. ROLLAN: Okay.

MR. FISHER: What are the -- sorry.

MR. ROLLAN: Yeah, Page 26, Lines 21 to 25.

MR. FISHER: You said 26?

MR. ROLLAN: Sorry, 56.

MR. FISHER: Yeah.

Yep.

MR. ROLLAN: (As read)

"QUESTION: If the roommate had been required to pay for all of utilities for the space, is that something that would have provided Mr. Rice the same mental health benefit as somebody who contributed to the rent?

"ANSWER: That seems like it would, yeah."

BY MR. ROLLAN

Q Dr. Ludwig, as of October of 2017, you didn't discuss with plaintiff whether a roommate who paid for groceries would have provided a comparable mental health benefit to a rent-paying roommate. Correct?

A Correct.

Q And when you wrote your letter in September of 2017, you had no opinion about the amount of rent that plaintiff would need to charge in order for it to benefit him psychologically. Is that correct?

A No. Well, yes. Sorry.

Q Before this lawsuit, you didn't submit any additional letters to the Mayor's Office of Housing in relation to plaintiff's accommodation request. Is that right?

A No -- yes. That's right. Sorry.

Q Okay. Would you agree that plaintiff discussed his lawsuit with the City with you in most of his treatment sessions?

A Yes.

Q And following the 2017 letter, the first time plaintiff spoke with you about whether his request for a roommate meant a rent-paying roommate was in 2019. Is that right?

A I don't remember.

Q Okay. Did you submit a declaration in support of plaintiff's claim in December, 2019?

A I believe so.

Q The purpose of that declaration was to discuss plaintiff's medical need, and clarify his understanding of the term "roommate"? Is that right?

A I don't recall, to be honest.

Q Okay. Would looking at your deposition transcript refresh your recollection?

A Uh-huh.

Q All right.

MR. ROLLAN: And it's, for counsel's consideration, Page 69, Line 23 to Page 70, Line 13.

(Witness examines document)

(Off-the-Record discussion between counsel and the witness.)

BY MR. ROLLAN

Q Dr. Ludwig, does reviewing your deposition transcript refresh your recollection?

A Yes.

Q Okay. And does it help clarify your response to the question that I just asked?

A Um, ask it again for me, please.

Q Sure. Was the purpose of the declaration that you submitted on behalf of Mr. Rice in December of 2019 to discuss plaintiff's medical need, and to clarify his understanding of the term "roommate"?

A Yes.

Q It was plaintiff who drafted this document on your behalf. Is that right?

A Yes.

Q And you don't recall whether you made any edits or revisions to that document. Is that correct?

A I don't recall.

Q And before this lawsuit, you never provided the Mayor's Office of Housing with clarification of what you meant by the term "roommate" after you submitted your August, 2017, letter. Is that right?

A Yes.

Q Okay. Dr. Ludwig, in your conversations with plaintiff, he stated that he didn't need the money from a rent-paying roommate. Do you remember that?

A Yes.

Q And, in fact, plaintiff had stated that his issue with the non-rent-paying roommate was the artificial nature of that

arrangement didn't feel right. Does that --

A Um, hm. Yes, some -- a version of that, yeah.

MR. ROLLAN: I would like to introduce Exhibit 317, Bates 6058 to 6061.

THE COURT: Any objection?

MR. FISHER: Yes -- give us one second.

(Off-the-Record discussion between counsel)

MR. ROLLAN: Actually, before that, let me just ask you a question.

BY MR. ROLLAN

Q Dr. Ludwig as part of your role as a physician at the Veterans Hospital, do you author what are called progress notes that are included in your patients' files?

A Yes.

Q Okay.

THE COURT: What is the Bates number?

MR. ROLLAN: 6058 to 6061.

THE COURT: So it's 6058 to -61, is that what you're saying?

MR. ROLLAN: Yes.

THE COURT: So from Mr. Rice's perspective?

MR. FISHER: Yeah, it's okay.

THE COURT: Okay.

MR. ROLLAN: Okay.

THE COURT: It's that portion of Exhibit --

MS. ROSENBLIT: 317, which is quite a big --

THE COURT: Yeah, Exhibit 317, Pages Bates 6058 to 6061 are admitted. And, obviously, you will true up the exhibits.

MR. ROLLAN: Sure.

(Trial Exhibit 317, Bates 6058 to 6061, received in evidence.)

(Document displayed)

MR. ROLLAN: All right. So I'll just -- could you kindly blow up just the first half of the page?

(Document enlarged)

MR. ROLLAN: Just for the witness.

BY MR. ROLLAN

Q Dr. Ludwig, do you recognize this document? Actually, now it's kind of --

MR. ROLLAN: With the progress notes at the top and the date as well, yeah.

(Off-the-Record discussion between the Court and the Witness)

BY MR. ROLLAN

Q Do you recognize this document, Dr. Ludwig?

A Um, well, um, yes, I'm just trying to find the beginning of it.

Q Actually, I think it is the entry at the bottom. Yeah, I think it starts there, actually. Yeah.

(Document enlarged)

THE WITNESS: Because I think --

BY MR. ROLLAN

Q Yeah, do you recognize this document now?

A Let's see. Hold on. Is that --

THE COURT: It's a blowup of what is in the binder. Are you looking at 6058, at the bottom you can see the bottom right, there are those Bates numbers. And --

THE WITNESS: 6058. Oh, sorry. So the bottom paragraph is actually -- I'm sorry, it looks sort of like it's cut and pasted together. Because I think the top part of the bottom document --

BY MR. ROLLAN

Q It's something else, yeah. But do you generally recognize this document?

A Yes.

Q And what is it?

A It's progress notes. That medical record.

Q And this is something that you -- that you author and generate as part of your responsibilities as a physician at the Veterans Hospital?

A Yes.

Q Okay.

MR. ROLLAN: So I would like to blow up the last line of the top part, starts with "Conversation again..." And

then -- yes, that paragraph.

(Document enlarged)

BY MR. ROLLAN

Q Dr. Ludwig, can I ask that read your progress notes here?

A Just -- okay (As read):

"Conversation again focused primarily on appeal process he is undertaking with the Mayor's Office of Housing, the Fair Housing Act, the Americans with Disabilities Act and his request to be allowed to have a roommate because of his disability. He feels his mood order" -- "mood disorder is significantly worsened when he lives alone and when he is not able financially to travel. He is exhausted and frustrated by the response to his appeal thus far, particularly the Mayor's Office of Housing is refusing to talk with him more about this issue and he hasn't heard back from the Federal Fair Housing agencies he has contacted."

MR. ROLLAN: I would like to now introduce another medical record. It is Bates 6077 to 6079.

THE COURT: Hopefully you can find it.

MR. ROLLAN: And, I'm sorry.

BY MR. ROLLAN

Q Can we just establish the date of the medical record that we just read.

THE COURT: I think you could -- since it's admitted, why don't you just say the date, to move us along.

MR. ROLLAN: Okay. It's November 6, 2018.

THE COURT: All right. It's on the note, it's in evidence. The record will reflect it.

MR. ROLLAN: Okay. The next one is Bates 6077 to 6079.

THE WITNESS: Yes.

MR. FISHER: One moment, Your Honor.

Your Honor, we think this implicates one of the Court's decisions on the motions in limine.

THE COURT: Okay. I'm sorry. Technologically -- evidence. Okay, so 60- --

MR. ROLLAN: -77 to 60- --

THE COURT: I think we're on --

MR. ROLLAN: -- -79.

THE COURT: 6077. Give me a second.

MS. ROSENBLIT: Your Honor, may I approach the witness to help with the binder?

THE COURT: Sure.

Okay. So where is it that you want to start?

MR. ROLLAN: "Yet the Fair Housing Act..."

THE COURT: So what page?

MR. FISHER: What page is that?

THE COURT: So there are emails here.

MR. ROLLAN: Yes.

THE COURT: And there is something on the top and there is something on the bottom. If you can just point me to what you want to put in.

MR. ROLLAN: Yeah, it's the fourth paragraph on Page 6078.

THE COURT: Okay. Fourth paragraph on 6078.

MR. ROLLAN: It's the one numbered 4.

THE COURT: Numbered 4.

MR. FISHER: Yeah. Solely that paragraph we have no objection to, but the rest of the email we do.

MR. ROLLAN: That's all I want her to read.

MR. FISHER: So we ask, if this is published to the jury, the rest of that email is not published.

THE COURT: Okay. Okay. Got it. Yes. Yes. So for Exhibit 317, Bates No. 6078, Paragraph 4, is admissible.

MR. ROLLAN: Okay. Can I just read that in, Your Honor?

THE COURT: We can read it in. We can put the exhibit in.

MR. FISHER: I prefer you read it.

THE COURT: Yeah.

MS. ROSENBLIT: We can put it in redacted, later.

THE COURT: Well, you should show it. I don't know if you have the ability to just on your screen -- you may not. I mean, I know how to --

MR. FISHER: It's --

THE COURT: I know how to redact in Adobe.

MR. FISHER: I think it will be hard on Trial Director to only show that paragraph without scrolling by the portions of the email that we --

MR. ROLLAN: I'll just read it.

THE COURT: Well, here's -- you'll read it, and then quite literally, we can take a piece of paper like this (Indicating), and put it on the ELMO.

MR. FISHER: That works.

THE COURT: That's why I get paid the big bucks.

(Laughter)

MR. ROLLAN: That is --

THE COURTROOM DEPUTY: It's old-school.

THE COURT: Paper airplane. Would you hand this page back?

(Document handed down)

THE COURT: You could probably put a piece of white paper on each side of it, and then that should do it. And then you'll redact it.

THE COURTROOM DEPUTY: Who should this go to?

THE COURT: Just -- if you want to put the ELMO on, and you can show it on the ELMO.

It is admitted, Karen.

(Trial Exhibit 317, Bates No. 6078, Paragraph 4, received in evidence.)

THE COURT: Can you just grab two blank pieces of white paper and -- just for entertainment value, my own exhibits when I was a trial lawyer had a certain handmade quality to them. Because, you know -- yeah. So --

(Off-the-Record discussion between counsel)

THE COURT: So Karen can just give you two sheets of paper. You can put it on the ELMO, and she can just give you a piece of white paper to put on either side. Does that make sense?

Or you can unfold that terrible crease job I did and just put it on the ELMO, and then put the white paper on the stuff that you don't want to show. And then you will redact it for later. Okay.

(Document displayed)

THE COURT: You can read it because it's hard to see.

MR. ROLLAN: Okay.

THE COURT: And then -- sorry. Sorry, everybody, that's just how evidence goes in.

MR. ROLLAN: Can we zoom in, Karen?

MR. FISHER: Yeah, I think --

THE COURTROOM DEPUTY: Yeah, you can hit the -- yeah.

THE COURT: Do you think you can --

(Laughter)

MR. ROLLAN: I'm so sorry.

THE COURT: Don't worry about it. It's a long day. It's a long day. We've tackled the ELMO problem before. We're all a team here. I pulled a piece of paper out of the binder. The technological team.

(Document enlarged)

THE COURT: Yeah, look at the ELMO when you're doing the white paper, and then when you --

MR. ROLLAN: Oh, gosh.

MR. FISHER: How's this?

MR. ROLLAN: There you go.

THE COURT: Good enough for government work.

MR. ROLLAN: So I'll just read it (As read):

"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 that SF-MOHCD refused because one of the variances (a rent-paying roommate) would benefit me financially and they could just not" -- "they could just not get over that particular aspect."

BY MR. ROLLAN

Q Do you -- I guess from this you can't recognize it, but it's from a progress note that you had authored on June 24, 2020. I'll just represent that.

THE COURT: And the one thing I can remind you, too, with some of these things in your case-in-chief, I assume there are not going to be, because I said I don't like it, any objections as to authenticity.

And these, of course, are admissions that can be introduced however you'd like, however you want to do it. You can hold them up, read them out loud, and put them in the record. So that will give you a little bit of flexibility in how you put your evidence.

So if you can't show it today, it's not is going to be the end of world. You can read it, and then we can just admit it.

MR. ROLLAN: Okay. I do want to show one final medical record as part of my examination.

THE WITNESS: I didn't actually write that. You know, this was an email.

MR. ROLLAN: Yeah, it was Mr. Rice's words.

THE COURT: Exactly.

MR. ROLLAN: But reflected in your progress note, is that right?

THE WITNESS: Well, it was -- I put one of his emails in as a progress note, yes.

MR. ROLLAN: Okay. And then the last one -- I apologize, the last one is Exhibit 317, Bates 5861 to 5867.

THE COURT: Do you want to hand me back that one, I'll just put it back in here for whatever continuity it allows.

Tell me the Bates number again?

MR. ROLLAN: 5861 to 5867.

THE COURT: I'll let the plaintiff's team catch up. And in the meantime, I -- I think you have the binder in front of you, you could just look at it.

THE WITNESS: Uh-huh. Uh-huh.

(Witness examines document)

THE COURT: I'm so sorry, tell me the Bates numbers again.

MR. ROLLAN: 5861 to 5867.

And I'll just represent, it is one of those where the progress note reflects a message that was sent to you by Mr. Rice.

THE WITNESS: Yes.

MR. ROLLAN: So it's a statement of a party opponent.

MR. FISHER: There is one mention to this lawsuit on 5862 that I would object to under 403.

THE COURT: 5862. Can you point to me where on the page it would be.

MR. FISHER: It starts with the word "Update."

THE COURT: Got it.

MR. FISHER: Yeah.

MR. ROLLAN: What I would like to read, Your Honor, is the --

THE COURT: I kind of agree that that's kind of confusing on the paragraph and -- for a bunch of reasons. Do you agree?

MR. ROLLAN: Yeah.

THE COURT: Do you see the paragraph on 5862 beginning with the word "Update," third from the bottom?

MR. ROLLAN: Yeah. I don't want to read that.

THE COURT: Okay. So I think we all agree.

MR. ROLLAN: Yeah, what I -- yeah.

THE COURT: What I suggest is that you read what you want to read.

MR. ROLLAN: Okay.

THE COURT: Identify the pages that you want admitted. We'll provisionally -- we'll admit them, and then you will be able to just put in the proper exhibit.

MR. ROLLAN: Okay.

THE COURT: And show it if you want to. But as long as you're reading, it's good enough from a publication standpoint.

MR. ROLLAN: Sure. As long as the jury will have an opportunity --

THE COURT: Yes, they will.

MR. ROLLAN: Okay.

THE COURT: But you're welcome to -- it's admitted.

(Trial Exhibit 317, Bates 5861 to 5867 received in evidence.)

MR. ROLLAN: All right.

THE COURT: And I suggest you put all the 317 exhibits in just one exhibit and make sure it is redacted, show it to the opposing side, and then you will be fine.

Okay. Go ahead.

MR. ROLLAN: Understood.

BY MR. ROLLAN

Q So again, Dr. Ludwig, I'll represent that this is a note that was sent to you by plaintiff Allison Rice that's reflected in this progress note. It states (As read):

> "Would like to clarify some statements from our last conversation. Dealing with loneliness was the primary and, in fact, only motivation for getting a roommate, not financial. Wants it for companionship. There is no link between requesting roommate and wanting to travel. I.e., doesn't need roommate to cover financial costs to be able to travel."

Dr. Ludwig, did you know that plaintiff charged rent from 2009 to 2017?

A Charged rent?

Q Yeah, charged roommates rent in his BMR condo from 2009?

A No.

Q So you wouldn't have known how much plaintiff was charging those roommates?

A Correct.

Q Is that right?

And you wouldn't have known that he was charging some of those roommates more than double his mortgage?

A Correct.

Q And, in fact, you previously testified that there would be no reason for plaintiff's mental health that he would need to charge a roommate more than his own mortgage in his BMR condo, is that right?

A Yes.

Q When you first met plaintiff in July of 2017, he indicated to you that he was intending to move to Hungary permanently. Do you remember that?

A Um, I don't believe my understanding was that it was permanently. But, yes, he did say he wanted to go there.

MR. ROLLAN: This is one of those exhibits again.

THE COURT: If there is a position in there, you've got witnesses, and you can put it on however you want. You don't even need a sponsor witness. It's an admission.

MR. ROLLAN: Well --

THE COURT: Yeah.

MS. JIAM: Give us the --

MR. ROLLAN: Sure, it is Bates 1693 to 1697.

THE COURT: It doesn't have to come in through this witness. I mean, you are welcome if you want to.

MR. ROLLAN: I think it's her actual note.

THE COURT: Okay. Got it. That's fine. You can just show it to her because it might refresh her recollection and that will move things along. But if you need it as an exhibit, that's fine. If you could agree to it, we will discuss foundation.

(Off-the-Record discussion between Counsel and witness)

MR. FISHER: You said 6193 through --

MR. ROLLAN: 6197.

(Off-the-Record discussion between counsel)

BY MR. ROLLAN

Q Dr. Ludwig, does reviewing your progress note refresh your recollection?

A It's what I wrote. I don't -- still don't remember him saying that but that's what I wrote.

Q Okay. And what you wrote in that medical report was that he was -- and this was July 20, 2017, right?

A Yes.

Q When you first met him? Says (As read):

"Intending to move to Europe, to Hungary

permanently in the next few months."

Is that right?

A Yes.

Q And this was before he spoke to you about any issues that he had with the City and County of San Francisco. Is that correct?

A I believe so.

MR. ROLLAN: Okay. Those are all my questions, Your Honor.

THE COURT: All right. Any redirect?

MS. LEE: Yes.

MR. FISHER: Yes, briefly.

REDIRECT EXAMINATION

BY MR. FISHER

Q Dr. Ludwig, that letter we have been looking at, it says that you recommended that he have a roommate. Right?

A Yes.

Q Do you stand by that recommendation?

A Yes.

Q Did he talk to you about his need for a roommate before you wrote that letter?

A Yes.

Q And by the word "roommate" in that letter, did you mean someone who pays rent or someone who doesn't?

A Someone who pays rent.

MR. FISHER: No further questions.

THE COURT: Okay, you are excused. Thanks for coming in.

(Witness excused)

THE COURT: Okay. Any more witnesses for Mr. Rice? Does the plaintiff rest?

MS. JIAM: No more witnesses.

THE COURT: Plaintiff rests? So you have got say "The plaintiff rests."

MS. JIAM: The plaintiff rests.

THE COURT: Okay. Got it.

And I will reserve your customary motions, I suppose, to the other customary motions. We'll reserve them for now. Let's try to get in the last 20 minutes with another witness.

MS. ROSENBLIT: Great. Your Honor, the City calls Ms. Sandra Gates-Anderson.

THE COURT: Great. Thanks.

(Reporter clarification)

THE COURT: Roughly one hour and 45 minutes for the defendant, two hours and 33 minutes for the plaintiff. Roughly.

SANDRA GATES-ANDERSON, PLAINTIFF'S WITNESS, SWORN

THE COURTROOM DEPUTY: Thank you. Go ahead and have a seat. Make sure you speak clearly into the microphone.

Please state your full name for the record.

THE WITNESS: Sandra Gates-Anderson.

THE COURTROOM DEPUTY: Thank you.

DIRECT EXAMINATION

BY MS. ROSENBLIT

Q Good afternoon, Ms. Gates-Anderson. Do you work for the Mayor, Mayor's Office of Housing and Community Development?

A Yes.

Q Did you work for MOHCD in the fall of 2017?

A Yes.

Q What position did you hold in 2017?

A Loan servicing specialist.

Q Can you move the microphone a little closer.

A Loan -- okay. Loan servicing specialist.

Q Briefly, what were your responsibilities as a loan servicing specialist?

A Processing refinance requests, title changes, reconveyances, lien releases.

Q And what does it mean to refinance a loan?

A So to refinance is to get a new loan to replace your existing loan, typically with a new loan terms and a new loan amount.

Q For example, would a new interest rate be a new loan term?

A Yes.

Q Does the City need to approve refinancing and -- for its affordable housing?

A Yes.
Q And specifically for home ownership under the Limited Equity Program?
A Yes.
Q Why?
A To protect the City's interests, and also to make sure that the affordable housing program -- the intent of the program is being upheld.
Q All right. When someone is looking to refinance and -- with a new lender, does the City have to subordinate its loan?
A Yes. So typically when there is a first mortgage lender involved, they want to -- they want any junior lienholders to subordinate.

And so what that means is go back in junior position, because the first mortgage lender wants to be in first lien position.
Q Okay. So reviewing and approving refinance requires the City to subordinate our loan if we approve it?
A Yes.
Q And so it affects the City's interest in its loan.
A Yes.
Q What is the process for someone to apply for refinancing?
A So they work with an approved lending officer. And the approved lending officer will help them get approved for a refinance loan on the financial institution's end.

And then that financial institution that they are working with will submit a complete package to the Mayor's Office of Housing so that we can review the package to determine if we can approve the loan.

Q And can you continue to speak up for me, please?

A Yes.

Q Thank you.

What documents does the homeowner submit to their lender that the lender then submits to the City?

A So their income documentation, their credit. The lending institution will also do an appraisal. So there's various documents that they provide to them.

Q All right. Are tax returns usually part of this process?

A Tax returns are a part of that process.

Q As a loan servicing specialist was it your job to review this documentation?

A Yes.

Q How long does that review of a refinance request typically take? Or I should ask, how long did it typically take in 2017?

A Seven to ten business days.

Q And what happens once you have completed your review of all that documentation?

A So once loan servicing does the processing of the request, then the file is sent to compliance.

Q Okay. So is every file, every request for refinancing

sent to compliance?

A Yes.

Q Why?

A Every request, every post-purchase or loan servicing-related request goes through compliance before it's approved.

Q Are you familiar with Mr. Allison Rice?

A Yes.

Q Did you review his file in preparation for your testimony here?

A Yes.

Q Did he submit a request to refinance in 2017?

A His lending institution did submit a request to Mayor's Office of Housing.

Q Okay, thank you.

MS. ROSENBLIT: Your Honor, I would move to admit Exhibit 66.

THE COURT: Any objection? Hearing none, Exhibit 66 admitted.

(Trial Exhibit 66 received in evidence.)

MS. LEE: No objection.

THE COURT: I assume you went over all these exhibits before so --

MS. LEE: Yes.

MS. ROSENBLIT: Yes.

(Document displayed)

BY MS. ROSENBLIT

Q Ms. Gates-Anderson, do you recognize this document?

A Yes.

Q What is it?

A It's a part of our subordination request package, and it's the subordination requirements.

Q Okay. Thank you.

MS. ROSENBLIT: And if we can look, please, at Page 3.

(Document displayed)

MS. ROSENBLIT: And if you could blow up just the top part for me.

(Document enlarged)

BY MS. ROSENBLIT

Q And is this the request submitted on behalf of Mr. Allison Barton Rice?

A Yes.

Q For 200 Brannan Street, Unit 316?

A Yes.

Q If we can go to the next page, please.

(Document displayed)

Q Can you see the date at the top?

A Yes.

Q Is that October 4, 2017?

A Yes.

Q So is that on or about the date that the lender would have submitted this information to you?

A They actually submitted it, like, two days later.

Q Okay. Thank you. And you see down towards the bottom, it says "Sean Fitzgerald." Who is Sean Fitzgerald?

A He is one of the approved lending officers. So his bank, First Republic Bank, that's the financial institution. So he was the loan officer there.

Q Thank you.

MS. ROSENBLIT: Your Honor, I would like to now admit Exhibit 242.

MR. FISHER: (Nods head)

THE COURT: Okay, Exhibit 242 is admitted. Got the head nod yes.

(Trial Exhibit 242 received in evidence.)

MR. FISHER: No objection.

MS. ROSENBLIT: Can we please blow up the top part of this email.

THE COURT: I set up a process to address this.

(Document displayed)

BY MS. ROSENBLIT

Q Do you recognize this to be an email to you?

A Yes.

Q Who is it from?

A This is from the loan officer's assistant, and she is

saying that she submitted a package to our office.

Q All right. There's a reference to Dahlia. Is that -- what is that?

A It's an electronic system that we use to collect the data. So for the loan officers to submit the documents to us electronically and securely.

Q All right. So she's telling you on October 5th that she submitted the package?

A Yesterday.

Q All right.

MS. ROSENBLIT: Your Honor, I would like to admit Exhibit 244.

THE COURT: Okay. Exhibit 244 is admitted.

(Trial Exhibit 244 received in evidence.)

THE COURT: I just want to make it clear for the record, because I don't want to mess with my record, I set up a process where the lawyers conferred in advance about all the exhibits and agreed in advance to bring any objections to my attention.

So when I'm admitting in this way, it's because I set up that process to speed things along.

Okay. It's admitted.

(Document displayed)

MS. ROSENBLIT: Thank you.

If we could please scroll to the second page, to the

email, and blow it up, from Ms. Gates-Anderson to Sean Fitzgerald.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. You see that this is an email from you, dated October 11, 2017?

A Yes.

Q To Sean Fitzgerald at First Republic Bank?

A Yes.

Q And you thank him for submitting the request. Correct?

A Yes.

Q All right. And you say you're currently reviewing and processing the request, but you need some more information. Right?

A Yes.

Q And does that happen sometimes, where you need more information from the lender?

A Yes.

Q And can that slow down the process?

A Yes.

Q Okay.

MS. ROSENBLIT: Your Honor, I would like to admit Exhibit 245.

THE COURT: 245 is admitted for the same reasons.

(Trial Exhibit 245 received in evidence.)

(Document displayed)

MS. ROSENBLIT: If you could blow up the bottom email for me, please.

(Document enlarged)

BY MS. ROSENBLIT

Q All right. Do you recognize this to be an email to you from Tasha King at First Republic Bank?

A Yes.

Q And she is checking on the status?

A Yes.

Q On October 13th of 2017?

A Yes.

Q Okay. And then at the top, if we can look at the top, please.

(Document displayed)

Q Okay. And this is an email from you back to Tasha King, on the same day, October 13th, telling her the file is in review?

A Yes.

Q So at this point you are still reviewing the refinance request, right?

A Yes. I believe that it was already being reviewed by compliance at that time.

Q Okay. All right. Did you review the information that First Republic Bank submitted on behalf of Mr. Rice?

A Yes.

Q And as part of that review, did you review his tax returns?

A Yes.

Q What did you learn from reviewing his tax returns?

A That he had been renting out the property 365 days a year.

Q And was that significant to you?

A Yes.

Q Why?

A Well, first, we allow -- we may allow temporary rentals, but not 365 days out of the year. So the first thing we do is look to see if there's any authorization in the file to allow for a temporary rental.

Q So did you check the file to see if there was authorization?

A Yes.

Q Did you find any authorization to allow for a rental of that property?

A No.

Q Temporary or otherwise?

A No.

Q Did you also note that his tax returns showed income from rental?

A I cannot recall.

Q All right. Were you involved in the decision regarding

Mr. Rice's request for accommodation?

A No. I forward his request to compliance.

Q Okay. Did MOHCD approve Mr. Rice's refinance request?

A Yes.

Q When did we approve?

A We -- you may be able to pull it up here. But, um, it was less than 30 business days from the time that we received the complete package. So although we got the package on the 5th, we don't have a complete package until we receive everything. But it was less than 30 business days.

Q All right. I'll represent to you -- no, let's just show the jury. Exhibit 71 was previously admitted.

(Document displayed)

Q Okay, do you recognize this document?

A Yes.

Q What is it?

A This is our general subordination instructions. These -- this document goes over to the title company, along with our subordination agreement.

Q Okay. Can we look at the second-to-last page, please.

(Document displayed)

MS. ROSENBLIT: All right. Scroll down a little bit more.

(Document displayed)

BY MS. ROSENBLIT

Q Do you see Maria Benjamin's signature there?

A Yes.

Q Is that her approval of the refinance request?

A There is actually another document where it has her approval on there. This is the document that we submitted to the lender and also to the title company. So we overnighted this, these documents over to the title company. So in essence, this is her approval, but she actually formally approved it as well.

Q Okay. I see. But this is the document with her signature that you sent to the lender, First Republic Bank, to let them know that the City was approving the refinance?

A Yes.

Q Okay. And if we can scroll down to the next page.

(Document displayed)

Q Is this your signature notarizing the document?

A Yes.

Q Dated November 14th, 2017?

A Yes.

Q All right. So MOHCD approved his refinance, correct?

A We approved his refinance on November the 13th, and on November the 14th we overnighted these documents over to the title company. And we also informed his first mortgage lender that it was approved.

Q And he received the same loan terms?

A Yes.

Q And the same interest rate he was seeking?

A Yes.

Q Okay. One moment.

MS. ROSENBLIT: Your Honor, I tender the witness.

THE COURT: All right. Do you have any cross-examination?

MS. LEE: We have no questions.

THE COURT: All right. You are excused.

(Witness excused)

THE COURT: Okay. So we'll call that a wrap for the day.

Okay, Court's in recess. Thanks, everybody. See you tomorrow. We are getting there.

(Jury excused)

(Off-the-Record discussion)

THE COURT: And I'm going to do the talking.

MS. JIAM: Great.

THE COURT: Okay. All right. We have an issue where the lawyers want to use pieces of the -- we have an issue where the lawyers want to -- as an accommodation, because it was too much -- as you know, we've had trouble getting court reporters and it wasn't workable to do dailies. So we got roughs.

And the lawyers want to be able to excerpt, you know, show

pieces of the trial testimony in their closings, they both agree that they want to do that. Our very diligent reporter is concerned that it -- it's not a certified transcript, so it shouldn't be designated as such.

My solution, as it's, you know, it's going to be delivered to you in some kind of an editable format, it is fine to take that as the basis, cut, paste and put it into your slide. My solution is just reformat it a little bit to make it look like a true demonstrative. You're going to do that anyway. I know you guys have the skill set to do this.

And I think that will satisfy Belle's concern, and yours too. Lawyers, do you agree?

MS. ROSENBLIT: I agree.

MS. JIAM: Agree.

THE COURT: Okay, beautiful. Have a great evening, everyone.

MS. JIAM: Thank you.

MS. ROSENBLIT: I hope I have the skills.

THE COURT: Yeah, you will, you will.

(Proceedings concluded)

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Thursday, June 22, 2023 **8:28 a.m.**

P R O C E E D I N G S

oOo

(The following proceedings were held outside of the presence of the Jury)

THE COURT: Let's talk about the exhibit issue. And why don't you just state your appearances for the record so Belle has that.

MS. LEE: Annie Lee for the plaintiff.

MR. ROLLAN: Raymond Rollan for the City and County of San Francisco.

THE COURT: Okay. What's the issue from the plaintiff's side?

MS. LEE: So the current -- the concern here is not authenticity, but foundation. There are --

THE COURT: Well, foundation is the same.

MS. LEE: So we don't think that Dr. Lynch can lay the foundation for the two hearsay exceptions that the City has raised, the business records exception and the medical records exception, because Dr. Lynch was not at the VA at the time that these records were made. He's not the author and --

THE COURT: Let me interrupt, because limited time, sorry. I don't normally like to do it, but I don't like to keep the jury waiting.

The problem is, is we have -- business records are

self-authenticating when they are accompanied with the appropriate custodial declaration, which they are here. And we don't haul in people unnecessarily into court to lay the foundation for a custodial declaration, because it's lame.

MS. LEE: Right.

THE COURT: And nothing irritates me more than people standing on custodial declarations, unnecessarily.

MS. LEE: I totally understand. We think they should have done these with Dr. Ludwig, like they did with the other VA records.

THE COURT: That's lame.

MS. LEE: Okay.

THE COURT: I mean, I'm sorry, it just is. And if you're going to stand on that objection, I'm going to consider what I'm going to do. But, you know, someone did that to me once in trial and I was, like: Fine I'll declare a recess; I'll give the government an opportunity, without getting into any of their trial time, to bring in the custodial witness. We will all sit here and wait until that happens.

And you'll be responsible for getting Dr. Ludwig back because she was your witness. And that's -- if that's not how you want to go, you can withdraw your objection.

Do you withdraw your objection?

MS. LEE: Yes.

THE COURT: Okay.

MR. ROLLAN: Thank you.

MS. LEE: We also have one case management thing. We have a very short rebuttal case prepared. Mr. Rice is prepared to testify for about 20 minutes.

THE COURT: Okay. That's fine. You will have the time, and however you want to submit it. Sorry for being a little prescriptive.

MS. LEE: I totally understand. We do not want to get Dr. Ludwig back here.

MR. ROLLAN: Thank you, Your Honor.

THE COURT: Okay, thanks. So we can bring in the jury.

(Off-the-Record discussion)

(The following proceedings were held in the presence of the Jury)

THE COURTROOM DEPUTY: Please rise for the jury.

THE COURT: Great. Everybody's in the courtroom. You may be seated.

And Karen will swear in the witness and --

THE COURTROOM DEPUTY: Yes. This is the defense witness, correct?

THE COURT: Yes.

THE COURTROOM DEPUTY: Get the clock started.

DR. WILLIAM LYNCH, DEFENDANTS' WITNESS, SWORN

THE COURTROOM DEPUTY: Could you please state your full name for the record.

THE WITNESS: First name, William. Last name Lynch, L-Y-N-C-H.

THE COURTROOM DEPUTY: Thank you so much.

DIRECT EXAMINATION

BY MR. ROLLAN

Q Good morning, Dr. Lynch.

A Good morning.

Q Could you please introduce yourself to the jury.

A Dr. Lynch, Bill Lynch. More than that?

Q Sure. Well, what is your occupation Dr. Lynch?

A I didn't know if you wanted me to say anything background-wise or --

Q I'll just ask the questions. Yeah, what is your occupation?

A I'm a psychologist.

Q Okay. And are you a licensed psychologist?

A Yes, I am.

Q How long have you been a licensed psychologist?

A Since 1970. Partially in Tennessee before I moved here, and then once I got here in '77 from then until now.

Q And do you have a specialty?

A Yes.

Q What is it?

A Clinical neuropsychology.

Q What does a licensed psychologist do?

A In the state of California you are licensed as a psychologist, generally. You can do a number of different things, hopefully, based on your training and experience.

But basically, a psychologist can administer psychological tests. They work do psychotherapy and counseling. They can manage programs, drug abuse programs, for example, things like that. Do marriage and family counseling, although there are people who do that. A lot of people do those same things mind you, not just us. So there's kind of a wide variety of things.

The things we can't do at this point would be to prescribe medication and manage patients in a medical setting. But pretty much everything else is available to us as long as we are properly trained.

Q Thank you. Where did you go to college, Dr. Lynch?

A I went to Boston College, Chestnut Hill, Massachusetts for my BA, and then to the University of Tennessee, Knoxville, for my Ph.D.

Q And where are you licensed to practice?

A California.

Q Are you board-certified?

A Yes.

Q And what is your board certification for?

A Clinical neuropsychology.

Q What does it mean to be board-certified?

A It means a couple of things. You first need to wait a few years after you get your degree and then you submit some -- what they call work samples, which are cases that you have worked up and written up. You submit those.

If those are accepted then you go -- in my case, to Chicago. And you have a series of oral examinations and written -- a written examination. And if you pass all of those stages, then you receive your -- you're what they call a Diplomate.

Q Understood. Are you a member of any professional associations?

A Yes.

Q And what are those?

A California -- I guess working from here on out it would be California State Psychological Association, American Psychological Association, the -- let's see, there's -- the National Academy of Neuropsychology. The American -- American Academy of Clinical Neuropsychology. There are a few others, slipping by right now.

Q And where do you currently practice?

A I see patients in Palo Alto. I don't have a separate office, but I rent office space from a neurologist in Palo Alto.

Q And are you in private practice?

A Yes. Part-time.

Q Since when have you been in private practice?

A I really started that when I was in Tennessee in 1970.

Q Okay.

A I just continued on. While I was working full-time at the VA here, I did a part-time private practice, and then I just kept doing it once I retired from the VA.

Q So you said you worked for the VA. Which VA center is that?

A In -- in 1970 I worked at the Memphis Veteran Affairs Medical Center, probably it's called by this time. And then when I moved out here I was at the Palo Alto VA. And I started off at the Menlo Park division, and then moved over to the Palo Alto division for the last several years.

Q How long did you work for the veterans hospital in Palo Alto?

A Palo Alto, from '77 to 2002.

Q And what was your position at the Palo Alto VA?

A I was the director of the brain injury rehabilitation unit.

Q What were your responsibilities as the director of the brain injury rehabilitation unit?

A Was to manage an outpatient program for veterans with various kind of brain disorders as well as to manage a

psychological Assessment Unit where we would take referrals from different parts of the hospital. And then write reports.

Supervise pre-clinical psychology interns and others, people in training in psychology from various grad schools, either locally or nationally, who do -- you are required to do an internship in clinical neuropsychology -- clinical psychology. And some of those people would also come through, so we would supervise them doing therapy and/or testing, most of the time both.

Q In your work as director of the brain injury rehabilitation unit, you -- did you do psychological assessments of patients with physical injury tied to some neurological injury?

A Yes.

Q Did you also do psychological assessment of patients who didn't have physical trauma related to that psychological injury?

A Yes.

Q What type of testing did your department do?

A We did basically a combination of testing of intelligence and cognitive abilities and then personality assessments. And most -- as I said, most cases involved some -- some proportion of both of those.

Q Would you say that for all of your patients at the VA you would do this type of comprehensive testing?

A Yes.

Q And did the testing include diagnoses of emotional conditions?

A Yes.

Q You said before working for the Palo Alto VA, you worked at the VA Medical Center in Memphis, Tennessee, correct?

A Correct.

Q What -- how long?

A From '70 to '77.

Q What was your role at the Memphis VA?

A I was in the psychology department, and basically -- I think it was myself and maybe another psychologist ran the assessment portion of that. So we were in a medical center setting, so we often consulted with orthopedics, neurosurgery and psychiatry. And we would supervise people in training and doing testing, as well as psychotherapy.

Q Understood. And can you describe your current private practice now, after you left the VA?

A Now, I don't see any individual patients, other than for psychological testing or assessment purposes. And I've -- I always -- I participate in a -- in a neuropsychology case conference every quarter, that's done remotely, you know, a Zoom type of setup.

And that's pretty much it, currently. Up until I became ill in various ways, a few years ago, I was also the consultant

to the San Jose Sharks hockey team, the Barracuda hockey team and the Earthquakes soccer team for their concussion programs.

Q Dr. Lynch, have you testified in trial before as an expert in clinical psychology?

A Yes.

Q About how many times have you testified at trial in that capacity?

A I don't know exactly. Probably a dozen or so times over the years. It's less so -- less so -- I'm sorry, less so recently than in years past.

Q Okay. And have you been qualified in Federal Court as an expert in clinical psychology?

A I believe I have, yeah.

MR. ROLLAN: Your Honor, I would like to offer Dr. Lynch as an expert.

THE COURT: He's accepted as an expert.

BY MR. ROLLAN

Q Dr. Lynch, what were you retained to do in this case?

A To evaluate the plaintiff and render opinions as far as his psychological/cognitive abilities and personality status.

Q And what materials did you review in coming to your opinions in this case?

A Quite a few records. Legal records that are exchanged between parties beforehand, and as well as other evaluations and depositions. I think they're listed in my report, which

I'm sure you have there.

Q I'll quickly ask you, if it's all right. Did you review the plaintiff's complaint?

A Yes.

Q Did you review deposition transcripts of Dr. Allison Ludwig?

A Yes.

Q Did you review the transcript of the plaintiff Allison Rice?

A Yes.

Q Did you review what are called discovery responses by the parties?

A Yes.

Q And did you address Dr. Ludwig's letter to the Mayor's Office of Housing and Community Development on behalf of Mr. Rice?

A Yes.

Q And you also reviewed plaintiff's medical records from the VA, is that right?

A Yes, I did.

Q Have you been told by defense counsel to form opinions in this case?

A Yes.

Q But you did so -- your opinions are yours, and independent. Is that right?

A Yes. If I understood your first question, you were asking was I asked to render an opinion.

Q Yes.

A Yeah.

Q But, your opinions are independent.

A They're my opinions, correct.

Q Yes. Dr. Lynch, did you conduct an in-person examination of Mr. Rice?

A Yes, I did.

Q During that examination, what tests did you conduct?

A I administered the -- what's called the Repeatable Battery for the Assessment of Neuropsychological Status, which thankfully has an acronym, R-B-A-N-S, RBANS. It's a collection of memory and other kinds of cognitive abilities that we often use as a -- kind of one measure of a lot of different abilities, with adults and older individuals.

I gave a measure to predict his level of intelligence as well as a very short test to estimate his current level of intelligence. And I gave a measure of estimation, a couple of other short measures, which are basically designed to see how well a person can judge and speculate about things, to see if there's pretty good agreement between what kinds of issues may be going on in the world, what is realistic and what is not realistic, in terms of some estimates of things like the height of the Empire State Building, that kind of thing.

And we're trying not to see if they know the exact answer to that, but if they can come up with some good ballpark figure to show that they have some rational understanding of what's going on around them.

But the anatomy MMPI-3 was the main measure of personality.

Q So I'll go over both of those. Seems like the first bucket, I would say, of tests measure someone's cognitive functions. Is that right?

A Correct.

Q Okay. And then the MMPI-3, what does that stand for?

A MMPI is Minnesota Multiphasic -- PI is Personality Inventory. And the 3 is -- I don't think I have to explain -- is the one that followed 2. Just about a year or so ago. But it's a standard personality measure where the person reads a statement and decides whether it's generally or mostly true of them, or not.

And then that's all analyzed by computer to come up with a series of profiles, and allow you to compare the person to people who have different types of conditions to see how similar or different they are.

Q All right. So very quickly, in terms of the cognitive function testing, why did you consider conducting that evaluation on Mr. Rice?

A I think, in one way or another, I always measure cognitive

abilities, no matter who I'm testing. Obviously I'll test more intently, if that's the only issue present.

I think in the case of Mr. Rice, one of his statements -- if I -- I read from the report, I guess? Is that okay?

Q Sure.

A Okay. I asked him to list his principal presented complaints. And one of them he says is (As read):

> "My thinking and reasoning are good, pretty good, but other cognitive problems. I think that whatever cognitive problems I have are the results of emotional state."

So he, himself, brought up the idea,, as well as what I would normally do. But that is in partial explanation for why cognitive testing was done in addition to personality testing.

Q All right. And what did the results show for Mr. Rice in regard to his cognitive functions?

A He was doing quite well. When compared to people in his age bracket, he was at least -- at least average, if not above average on all the key areas that were measured. Both in terms of individual abilities as well as kind of a general measure of cognitive functioning. So I didn't see any significant problems there.

Q Okay. You said you also conducted the MMPI-3 test, is that right?

A Correct.

Q And that's a test, a personality test. Is that correct?

A Correct.

Q Did you come to understand that plaintiff's expert, Dr. Scott Lines, conducted a similar type of personality test?

A Yes, I did.

Q And that's the Personality Assessment Inventory Test, is that right?

A Yes, it is.

Q What's the difference, if any, between the MMPI-3 and the PAI test?

A I think they both are looking at the same thing, essentially. They are both looking at various aspects of personality. Both of them are sensitive to various forms of distortion or exaggeration. So there's a good way to determine validity of the results that you get on both of these.

They're somewhat different in the way the person answers the questions. I think on the PAI, they're able to not just say true or false, but there's more gradation in their answers. The MMPI kind of requires you to say true or false, rather than have other grades of an answer.

In terms of popularity, I think the MMPI-3 is probably more frequently used around the country. But both tests have good validity and good acceptance, and I think are -- when I was at the VA, particularly, we used both tests, and found them both to be helpful.

Q And you've conducted both testing methodologies? In the past?

A Oh, in the past.

Q In your experience with the VA?

A That's correct.

Q Why did you administer the MMPI-3 test in this case?

A I've gotten to use that more frequently because it's the most up to date of these measures. And I think it is also not that taxing on examinees. By that I mean sometimes, especially when you're doing an IME, there may be some pressure to finish up before the person gets overly tired or angry at me or something.

So this test is fairly forgiving, in the sense that it has 335 items in it, and most people tolerate that quite well. They can take the test sitting in the office with me, on an iPad, and they can just key in their answers. They don't have to say anything; they can answer privately. But then once they finish, the results are then scored by computer and then I get the result in a printout.

Q What does the MMPI-3 measure or show about an individual?

A It can show -- as I alluded to earlier, it can show how attentive they were during the test. That's important to know that they didn't just simply answer randomly, or did they answer in a biased fashion one way or the other. Did they answer in unusual ways, ways that are not typical for persons

who have psychiatric disorders or somatic problems. And also, did they tend to want to describe themselves in an unrealistically favorable way or disfavorable way. So those are all considered kind of measures of validity.

Past that, then there are a number of cases that deal with all sorts of aspects of life, including how the person feels, how they deal with different kinds of problem issues, are they really concerned or are they concerned with health and wellness and that type of thing? Do they have unusual ideas? And is there some potential for severe psychiatric disorders like schizophrenia?

You look at depression; you look at anxiety. All sorts of areas of personality, to see what kind of a picture you can come up with that describes how the person is doing now and how forthright they were in taking the test, and whether the results you get really is likely to reflect the actual person and not just what they want you to see.

Q And how does an individual's result get measured?

A The computer compares them not only to a general normative sample of adults, but also, in the case of the MMPI-3, you're able to compare them to the -- the person taking the test -- to people who are very similar in kind of the situation they're in.

And you can just see if they're -- because of the difference or similarity of the person's performance to this

reference group, you can see whether they're unusual or kind of outlying or if they're pretty typical of people in a given situation.

Q And what did the test results show for the plaintiff?

A I think they were consistent with, in one -- the thing that came out first or leapt out first, I guess, if that's the right verb, was that he expressed a lot of suicidal thinking.

In my interview with him, he at first said he didn't have suicide problems, then he kind of decided he did. But he was careful to emphasize he had never attempted suicide.

But still, if people think about it a lot, that's always a cause of concern. That's something I pointed out in the report, that that needs to be kind of monitored, even if people think it's not that serious because he hasn't tried it yet, actually, or planned it yet.

So that was there. There was some indications of anxiety. There were some indications that he has some -- a tendency to be somewhat suspicious and prone to developing a sense of not being treated fairly. And that's -- that's -- that kind of edginess can get in the way of forming lasting personal relationships, and that people often don't -- find it difficult to be around a person who is constantly kind of wondering about what they are doing or questioning what they are doing, or seems to have a thin skin basically, is a simple way to put it.

I didn't find any indication that he has paranoid

schizophrenia. No other major mental disorders that cause him to have impaired reality perception, or anything like that.

Q Did you find any diagnosis of depressive disorder or depression?

A I think there was some indication of that, and I think certainly if a person is talking about having suicidal thoughts or imagery, that's always a concern. So that's -- I think that was part of the issue. It wasn't the primary overarching issue in the results, but it was part of the results.

Q Dr. Lynch, you testified that in addition to the cognitive testing and the personality testing, you also interviewed Mr. Rice. Is that right?

A Yes. Yes, I did.

Q How long did you interview him for?

A An hour and --

(Witness examines document)

A Roughly an hour and a half.

Q And what did you discuss during that meeting?

A An hour and 21 minutes for -- I just -- based on the tape that I made of my interview.

Q And what -- what were the items discussed during that meeting?

A We go through, I have a standard history form that I go through. And it's adjusted for certain situations and certain individuals, and so forth. But basically, I try to go through

a complete history that -- it's not only psychological and psychosocial issues, but also medical issues and that type of thing, dealing with both the past as well as the present.

And then in terms of his physical status, how things are going, are there any kind of conditions he may have that would contribute to his current complaints.

Q Dr. Lynch, based on your examination of plaintiff and his test results and your 30 years of experience in the field, did you form any opinions in this case?

A Yes.

Q Did you offer any opinion regarding plaintiff's medical need for a rent-paying roommate.

A The conclusion was I think the idea of a roommate was a good idea. Just the idea of having someone around is a nice idea. I think most people would agree.

But I didn't see the -- the rent-paying part of it didn't seem to be necessary and indicated. And didn't seem to -- I couldn't see a psychological basis for that, apart from having a person who's compatible and cooperative, kind of, but not necessarily rent-paying.

And I'm -- just to be clear, I think I saw rent-paying as rent-paying to the plaintiff, not just rent-paying.

Q And in reaching your opinions, did you rely on VA medical records?

A Yes. I mean, to a degree. There were a lot of them, and

they were -- they were difficult to read, at my age.

Q Yeah.

A But I got through as best I could.

Q We don't have a lot of time, but I'll quickly let you look through these (Indicating). They are a subset of the VA medical records in this case.

(Witness examines document)

Q Do you recognize -- well, I'll give you time since it's --

THE COURT: And this will be part of Exhibit 317?

MR. ROLLAN: Yes.

THE COURT: Okay.

THE WITNESS: Yeah, I think these are the notes I got. I think in the copy that I received it was -- this is a much nicer copy.

BY MR. ROLLAN

Q Yes. So you recognize these documents?

A Oh, I'm sorry --

Q Yeah. Do you recognize these documents?

A Yes, I do.

Q And did you rely on those records, in addition to the volume that we provided, in reaching your opinion?

A Well, I mean, to a degree. I think, I think the evaluation I did, the interview, and the depositions of someone probably had more effect on my opinion than these particular records.

As I said, they're often hard to pull together because they're just kind of plugged into the system. By my experience, it doesn't look like it changed much since I left, for what that's worth.

MR. ROLLAN: Your Honor, in the interest of time, we would just like to admit the records.

THE COURT: Okay. So they're medical records that met the business exception. So I think from an authenticity perspective, and an admissibility perspective, they're admissible as business records.

I think the concern is really if they're not foundation for expert testimony, probably they shouldn't come in on foundational grounds. So I think, I think that will be the ruling. I don't think you really need it, and I think Dr. Lynch quite rightly testified about what he relied on and what he considered but didn't really rely on.

So we won't admit these pages, on -- on -- on -- on foundational reasons.

Okay.

BY MR. ROLLAN

Q Dr. Lynch, in your review of plaintiff's deposition, did you come to understand that plaintiff traveled a lot to different parts of -- maybe in the U.S. or internationally?

A Yes. Hungary, among other places, or -- that was -- that was one. And then -- yes.

Q And did you come to form an opinion regarding his ability to sort of self-manage and live independently, based on information about his traveling?

A I think that's -- that shows a high degree of independence to me, to travel to a -- to what I assume is a new country, to travel and then to stay for some time, and not -- not have problems with it. He seemed to do well.

Q And does the fact of his being able to live independently and travel impact whether or not his request for a rent-paying roommate is necessary to his medical need?

A I -- that's a tough one. I don't know -- if he's able to be as independent as that behavior illustrates, I don't know that the -- the rent-paying roommate is a key issue in his adjustment.

Q And does it suggest that Mr. Rice's mental health will deteriorate if he continues to live alone?

A I think -- I should say, there are some people who would rather live alone. But I think if you would rather not live alone, and you are living alone, that would be -- would be a problem.

And generally speaking, I think more people than who don't would prefer to have someone living with them. Just for -- for company purposes and so on. So I think having someone is helpful.

MR. ROLLAN: All right, Your Honor -- one second.

Your Honor, we would like to end our examination.

THE COURT: All right. Thank you. All right. Cross-examination?

Would you like a cough drop?

THE WITNESS: I'm doing fine coughing, thank you.

THE COURT: I have the same.

MS. LEE: We also have a --

THE WITNESS: My wrist -- my wristwatch was going off. I couldn't tell what it was because the watch is not on, but it was my 9:00 medication reminder. I took it before I came.

THE COURT: Okay, good. All right.

CROSS-EXAMINATION

BY MS. LEE

Q Good afternoon, Dr. Lynch.

A Sorry, go ahead.

Q You are serving as an expert witness in this case. Is that right?

A Yes.

Q Meaning that you are providing your expertise as a psychologist to provide a professional opinion about some of the issues in this case?

A Yes.

Q Your opinion should be unbiased?

A Yes.

Q It should be independent?

A Yes.

Q And not results-oriented. Right?

A Right. I'm not sure what that means, though, results -- I mean, I know the words. "Results-oriented"? What does that mean?

Q Results-oriented, as in you are striving for a particular result in forming your opinions.

A Oh, okay, no.

Q Rather than forming an independent opinion, regardless of the result.

A I got you. No.

Q Would you also agree that it's important that expert witnesses only serve as experts for topics on which they are actually an expert?

A Yes.

Q This case has to do with an accommodation Mr. Rice requested for his depression and anxiety. Is that correct?

A Yes.

Q Mr. Rice is not claiming that he was hit in the head or otherwise physically injured; is that how you understand the case?

A Yes.

Q Before you switched to your own private practice in 2002, you testified you were the director of the brain injury rehabilitation unit at the Veteran Affairs Medical Center in

Palo Alto. Is that right?

A That's right.

Q Is it fair to say you are a specialist in brain injury rehabilitation?

A Yes.

Q And you did extensive work in program development, particularly in the use of computers and the internet?

A Yes.

Q You also published a lot of articles, right?

A Yes.

MS. LEE: If I could put Dr. Lynch's list of publications on the ELMO.

(Document displayed)

BY MS. LEE

Q Is this the list of your publications?

A Yes.

Q Or at least the start of your list?

A I'm sorry --

Q It's not the whole list. I just didn't want to --

A Yes, correct.

(Document displayed)

Q And then are these also your publications?

A Yes.

Q And down here as well?

A Yes.

Q Now, almost all of these were published in the *Journal of Head Trauma Rehabilitation*, is that right?

A Yes.

Q None of these publications are specific to depression?

A Correct.

Q Or the treatments or systems for patients suffering from depression?

A Correct.

Q These publications involve cognitive rehabilitation as opposed to things like depression or suicidality or anxiety. Is that right?

A Yes.

Q And while you were at the brain injury rehabilitation unit in Palo Alto, if there were psychiatric issues, those would be handled by a different department, separately. Is that right?

A By "psychiatric issues" did you mean medications? Or just the --

Q By "psychiatric issues" I just meant psychiatric issues.

A Well, I mean, that's a broad term. Are you talking about mental-health issues?

Q I -- I am just asking about psychiatric issues.

A I know you're asking it, but I'm not understanding it. When you say "psychiatric," are you limiting it to anything? Or are you saying, broadly speaking?

Q I'm saying, broadly speaking, psychiatric issues --

A No, we would not always refer people out unless we thought they had a major mental disorder or if they required medical supervision --

Q Those are not handled separately?

A Those would be handled by psychiatrists in conjunction with the program. They would often just manage that aspect of the veteran.

MS. LEE: Your Honor, I would like to read from Dr. Lynch's deposition transcript.

THE COURT: Sure. I don't know that I have a copy. And you should tell the page and line numbers first.

MR. ROLLAN: What are the pages and lines, counsel?

MS. LEE: Page 32, Lines 3 to 22.

MR. ROLLAN: Lines 3 to --

MS. LEE: To 22.

THE COURT: I'll let the City look at it first, and then we'll decide if I need to look at it.

MR. ROLLAN: Your Honor, a majority of this is irrelevant because it regards publications.

THE COURT: Okay let's have a look.

MS. LEE: May I approach?

THE COURT: Yes, of course.

(Document handed up to the Court)

THE COURT: So 3 to 22 on Page 32. All right.

You know, I -- I -- just in the interest of time, I don't

think any of it really matters. And so I think it's fine for you to read it into the record.

And just so you know, Dr. Lynch, sometimes we just do shortcuts with deposition testimony to kind of cover an area. And just in the interest of efficiency, I'll let Ms. Lee read it into the record.

MS. LEE: Thank you.

BY MS. LEE

Q Dr. Lynch, do you remember being deposed in this case in September of 2022?

A Yes, I do.

Q And did you remember taking an oath in that deposition?

A Yes.

Q To -- I won't belabor the point, I think everyone gets it.

In that deposition, counsel asked you a question --

THE COURT: Just read it just like question answer.

MS. LEE: (As read)

"QUESTION: But these publications are not so much about the wholistic approach of rehabilitation, which might include psychotherapy and counseling, is that right?

"ANSWER: Yes, it is.

"QUESTION: Oh, it is?

"ANSWER: What is? No, I mean, I was agreeing these publications involve more of

the cognitive rehabilitation in the sense of working with people with brain disorders. But it does not -- the articles don't -- by and large, at least, don't deal with anything like dealing with depression or suicidality or anxiety and those kind of things. But those would be -- but as I said earlier, I think those issues would be dealt with, but just not in the department that I was director of. I was director of the brain injury rehabilitation unit. But if we had a more psychiatric issue, quote-unquote, that would be handled separately."

BY MS. LEE

Q Dr. Lynch -- let me take this away, because it is distracting.

(Document taken off display)

Q Dr. Lynch, you have never been an expert in a Fair Housing Act case, have you?

A I never have -- no, I have not.

Q You've also never been in a case that involved analyzing whether an accommodation was reasonably necessary?

A That's true.

Q Sorry --

A That's true.

Q Okay. Thank you. And you have served as an expert witness in over a hundred cases, is that correct?

A I think that was an estimate.

Q And of those over 100 cases you have done, none of those other cases were like this case. Right?

A No case I'm even familiar with was like this case, let alone mine. I mean, my experience, I haven't been aware of other colleagues who have had a similar issue.

Q Okay. Earlier you testified that you met Mr. Rice in person and you administered some psychological tests. Is that right?

A That's correct.

Q You administered a series of tests called the Calibrated Neuropsychological Normative System or CNS test?

A Yes.

Q And you've performed that test before?

A Yes.

Q Or that series of tests before?

A Yes.

Q And you use the same battery of tests on pretty much all of the patients that you see, is that right?

A Well, again, it varies on the situation. That battery of tests has a number of different possible components that you can pick and choose from. In this case I just pick out about three or four different ones, but there are a lot more that

could be part of it. So when I use that battery, it's -- it's usually somewhat different from person to person.

Q Okay. But you use the same battery of tests on pretty much all of the patients you see?

A I would use parts of that battery on most of the patients I see, I'll say that.

Q Okay. One of the tests in the CNS -- CNNS is the cognitive estimation test?

A Yes.

Q Which tests a person's ability to estimate in a realistic fashion certain geographical or physical elements in the environment?

A Yes.

Q It asks things like: How far is it from here to New York City? Is that right?

A Yes. Although --

Q Or how tall is the Empire State Building?

A Nice enough to read all the items aloud for the public record, but --

Q I don't have to read all of them. I just want to give some examples.

A Yeah, those are examples.

Q The next test in the CNNS that you administered was the Hopkins Reading Test?

A Yes.

Q That test, whether someone can sound out a series of words phonetically?

A Yes.

Q Like the word "hors d'oeuvres"?

A Yes. The purpose of it is not to see if -- it is not a test of that ability, but the choice of words in that test is specifically designed to require the person to know the word, rather than to sound it out by looking at it.

Q Okay.

A So if you look at "hors d'oeuvre," written out, if you have never seen "hors d'oeuvre" before there is no way you are going to pronounce it.

Q Right, okay. And the next test you administered was the Lawton Activities of Daily Living test?

A Yes.

Q That tests the person's ability to function around the house and in their environment?

A In addition to personal -- personal issues, personal management of things like grooming and bathing and that type of thing, and then also how they manage around the house and around the neighborhood, and how independent they are with things like medications or money management.

Q Right. So things like using the telephone?

A Uh-huh, yes.

Q Are these tests designed to try to determine if someone

has an emotional issue?

A They're not designed for that purpose, but they're designed to see if the person has a problem in those areas.

Q When you met Dr. Rice -- Mr. Rice, sorry -- Mr. Rice to assess his psychological health for this litigation, you also administered something called the Minnesota Multiphasic Personality Inventory 3 or MMPI-3 test, right?

A Yes.

Q And you determined in your report that Mr. Rice had accurately represented his emotional status?

A Yes.

Q You did not find any indications of consistent over- or under-reporting?

A That's correct.

Q Now, you don't disagree that it would be good and beneficial for Mr. Rice to have a roommate who he gets along with or who contributes in a positive way to the running of his living arrangement. Is that right?

A In part.

Q You think Mr. Rice would benefit from someone who is compatible and cooperative?

A Yes.

Q But not necessarily someone who is paying rent?

A Yes.

Q Is it fair to say that you are suggesting more of a

caretaker or a home aide rather than a roommate?

A Pardon me one second. Could you start that sentence again? I missed the first word.

Q Sure, yeah. Is it fair to say that you are suggesting more of a caretaker or a home aide rather than a roommate?

A No.

Q Did you ever ask Mr. Rice how he would feel taking someone in who was not paying rent?

A I don't believe I did, or I could not recall asking him that, no.

Q You don't remember asking him that?

A No.

Q Are you aware of the Personality Assessment Inventory test or the PAI test?

A Yes.

Q That Dr. Lines used?

A Yes.

Q And I don't think you were here but Dr. Lines was the doctor who testified on Tuesday.

A Uh-huh.

Q And the PAI test that he administered, that is one of the top two personality tests around. Is that right?

A Correct.

Q You have used it quite a bit, yourself?

A In the past, not recently.

Q And it's been a respectable test for years?

A Yeah.

Q And you have no reason to doubt that it's reliable?

A No.

Q Okay. Dr. Lynch, this isn't the first time you are serving as an expert witness. I think you said that before, right?

A I think I did, yes.

Q I'm just going to put up the list of cases that you have been involved in, really quick.

(Document displayed)

Q This is the list of cases that you have worked on from the year -- the years 2000 to 2022. Is that correct?

A That's a part of it, yes.

Q This is part of it, sorry. And then --

(Document displayed)

Q Is this another part of it?

A Yes.

Q And --

(Document displayed)

Q Is this another part of it?

A Yes.

(Document displayed)

Q And this as well?

A Yes.

Q Should be the last part.

(Document displayed)

Q Is this also part?

A Yes.

Q So you have been serving as an expert since as early as the year 2000?

A Actually, 1970.

Q 1970.

(Reporter clarification)

THE WITNESS: Once I graduated, I got my degree, I went into part-time private practice in Memphis before I moved here. So I've been doing it since 1970.

BY MS. LEE

Q Have you been doing it since the year after you graduated?

A Yes.

Q So just talking about the years 2000 to 2022, because that's all the information we had, except for the years 2001 and 2020, you've done a few cases every year. Is that right?

A Yes.

Q Sometimes as many as nine cases in a single year?

(Witness examines document)

A I guess it's possible. I haven't --

Q I can show you the cases if you like.

A No --

Q And this is the end of the list that we were just looking

at (Indicating), is that correct?

A Looks that way.

Q It ends in 2022?

A Yes.

Q Okay. And then at the bottom in the box, the second line says (As read):

"AS OF DECEMBER 2020 OVERALL CIVIL CASES:

80 PERCENT DEFENSE, 20 PERCENT PLAINTIFF."

Do you see that?

A Yes.

Q So 80 percent of the time you were on the side against the person who says they have been injured, is that right?

A I'm not against them, necessarily, but I'm just being retained by the defense.

Q And that's not by choice?

A No.

Q You don't choose to always be on the defense side?

A No, I don't.

Q You say that's just by happenstance?

A Yes.

Q And on this list of cases, the vast majority of these cases were about physical injury. Is that right?

A Um --

(Witness examines document)

A I don't know about vast, but the majority, certainly.

Q The majority?

A Yes.

Q Would you say roughly 80 to 90 percent?

A I don't -- I don't know. I would have to kind of go through and tabulate them. But most -- most of them involved some sort of -- some sort of injury, physical injury.

MS. LEE: Your Honor, if I could read from Dr. Lynch's deposition transcript, Pages 19, Lines 8 through 13.

(Document handed up to the Court)

MS. LEE: Thank you.

MR. ROLLAN: No.

THE COURT: You would prefer not to have it read.

MR. ROLLAN: Oh, he can read it.

THE COURT: Okay, sorry. Long week.

MS. LEE: Thank you. (As read)

"QUESTION: Of the cases on this list, approximately how many are -- what proportion of these cases are physical injury cases?"

(Reporter clarification)

BY MS. LEE

Q I'll start over. (As read)

"QUESTION: Of the cases on this list, approximately how many are -- what proportion of these cases are physical injury cases?

"ANSWER: I don't know an accurate answer for

that one, but I would imagine probably 80, 80 to 90 percent, somewhere in there."

Dr. Lynch, have you done other work for the City and County of San Francisco before?

A Yes, I have.

Q Actually, let me come back to that, shortly.

Dr. Lynch, you are being paid for your time in this case, is that correct?

A Yes.

Q You charge $320 per hour to perform testing?

A Yes.

Q And $500 per hour for legal conferences?

A Yes.

Q And $720 per hour for depositions?

A Yes.

Q And in this case, Mr. Rice had to pay for your fees for your deposition, is that right?

A I don't know. One -- I submitted the bill to the City, and they submitted it, I thought to your firm.

Q Okay.

A And --

Q But it was not the City that paid for it.

A I don't think so. I thought -- I thought it came from a law firm; I'm not --

(Reporter clarification)

THE WITNESS: This check that just came a few days ago. by the way, but it came from a law firm. And I'm not sure I looked at the signature carefully. But it was an official check like I get from a law firm, not from an individual. Now, he may have paid the law firm to pay me, I'm not sure how that went, but --

BY MS. LEE

Q Okay. But it wasn't the City that paid for it, right?

A No, it wasn't.

Q Dr. Lynch, you have done other work for the City and County of San Francisco before, is that right?

A Yes.

Q And one of those cases was a bus crash a year or two ago where there were several people claiming injuries on a bus that tipped over?

A Yes.

Q And you were -- you were not on the side of the people who were in the bus, I'm guessing.

A I was -- no, no, I was retained by the City.

Q Okay.

MS. LEE: Thank you.

THE COURT: Redirect?

MR. ROLLAN: Just very briefly, Your Honor.

REDIRECT EXAMINATION

BY MR. ROLLAN

Q Dr. Lynch, in reaching your opinion that a rent-paying roommate versus a non-rent-paying roommate would not provide a psychological benefit to the plaintiff, did you rely on his deposition transcript?

A To some degree. I mean, I think a lot of -- a lot of bits of information went into -- went into that. And I -- as I said, the -- the key difference, I guess, is the rent-paying to him as opposed to any other -- any other option or any other arrangement.

But I found from a psychological standpoint and a -- and a psychological benefit, having a person who you are compatible with who shares duties and that type of thing is -- is -- that's the key issue. That's the -- the helpful kind of thing about having a roommate, not whether they pay one individual specifically.

Q And in addition to the interview that you conducted and then the testing that you conducted, you relied on all of the information that we provided, including plaintiff's deposition transcript, the complaint, discovery responses, in reaching your opinions. Is that right?

A Yes, it is.

MR. ROLLAN: Thank you.

THE COURT: Okay. So, thanks. I'm going to have a very brief recess. Maybe ten to 15 minutes. There's just --

you can have another cup of coffee. We have a motion thing that we need to do, and that's not in front of the jury. So Court's briefly in recess.

I think we'll do from the lawyers' perspective for continuity sake, with the rebuttal. So -- that's fine, that's what we'll do. Perfect.

I'll see you guys in 10 or 15 minutes.

(Reporter clarification)

THE COURT: Yes, the witness is excused.

(Witness excused)

(Recess taken from 9:30 a.m. to 9:38 a.m.)

(The following proceedings were held outside of the presence of the Jury)

(Off-the-Record discussion)

THE COURT: We'll go on the record.

MR. FISHER: Ramsey Fisher for the plaintiff. Your Honor --

THE COURT: Not on the clock, too, just on the record.

MR. FISHER: In light of the circumstances, we are making an oral Rule 50 motion to preserve the issue for appeal. We don't think there is sufficient evidence in the record to support factual findings against Mr. Rice on either of his claims.

And in particular, with respect to the factual issues of whether he needed a roommate, whether his request for a

roommate was unreasonable, and whether the City, in fact, granted that request.

THE COURT: Okay, thank you for the motion.

You can respond to that, and make your own motion.

MR. ROLLAN: Well, I guess I'll do both in the same argument.

Your Honor, defendants would also like to present an oral motion, a Rule 50 motion, as a matter of law, and state that Mr. Rice has failed to meet his burden in this case to show by a preponderance that the City violated his rights under the Fair Housing Act under Section 3604 and under 3617.

As to the first claim, we do not think there is sufficient evidence to show that plaintiff's request to charge rent was necessary for his medical condition.

There is insufficient evidence to show that they can meet the but-for test. Both doctors, Dr. Ludwig and Dr. Lines, did not testify as to the direct causation as to his medical need, and charging rent. In fact, both of them say that things other than rent can provide mental health benefits to Mr. Rice, in this case.

We also -- Mr. Rice, himself, also testified that he does not receive mental health benefits of a rent-paying roommate when he is not living in San Francisco. And his request was to travel three or six or nine or 12 months out of San Francisco, which means that he would have not received a mental health

benefit for the period of time he did not intend to be here in the city.

That relates to the second issue under 3604, which is reasonableness. And there is insufficient evidence to show that Mr. Rice's request was reasonable in light of the purpose of the City's affordable housing program, which is intended as an investment by the community in low- and moderate-income individuals to live and participate in San Francisco.

That goal cannot be met if Mr. Rice simply doesn't want to be in San Francisco. He testified that he derived pleasure in other cities like in Austin and in Budapest, and it was clear that he wanted to be able to continue doing that while charging rent in San Francisco for the time periods that he was not here.

So in light of that, his request is not reasonable, and not in alignment with the purpose of San Francisco's affordable housing program, which is to keep people here and to give stable and sustainable and affordable housing to people here.

Your Honor, he also -- there's also insufficient evidence to show that he -- that the City retaliated against Mr. Rice. We'll see that the City responded to Mr. Rice's request for accommodation in a reasonable timeframe, and that there were legitimate non-discriminatory reasons for its actions in this case. Specifically, his violation of the covenants and agreements -- and his affordable housing agreement. For those

reasons, we move.

THE COURT: Okay. Good. Thank you for the argument.

(Reporter clarification)

THE COURT: Okay. So I think -- it's interesting. The 3617 argument is going to be a tough one. But I think that what I'm going to do is I'll say the magic words I always say, that I'm not going to grant the motion for the judgment as a matter of law right now; I'm going to submit the question to the jury, subject to my later determination about the legal issues that you've raised in the case. Because I think it would benefit from fuller briefing and probably a transcript of the jury proceedings to -- to kind of illuminate the issue.

I did think right at the beginning that 3617 was going to be a tougher -- a tougher case. So, but, but for that, that's the record.

And we'll call the jury back in. Thanks.

MR. ROLLAN: Thank you, Your Honor.

MR. FISHER: Thank you, Your Honor.

THE COURT: We're off the record until the jury is back in.

(Off-the-Record discussion)

(The following proceedings were held in the presence of the Jury)

THE COURT: Okay. The jury is back in the room. Everyone may be seated.

Does the City have any further witnesses?

MS. ROSENBLIT: No, Your Honor. The defense rests.

THE COURT: Okay. So we go on over to the plaintiff's rebuttal case, which will be short. And I understand that you want to call Mr. Rice.

MS. LEE: Correct. I want to call Allison Barton Rice.

THE COURT: Who is, helpfully, already seated up here.

MS. LEE: I'm going to try to make this short.

THE COURT: So Mr. Rice remains under oath.

ALLISON BARTON RICE, PLAINTIFF, RECALLED

DIRECT EXAMINATION

BY MS. LEE

Q Good morning.

A Good morning.

Q We have heard a lot about a phone call that you had with Ms. Maria Benjamin in January of 2018. Do you remember --

A I remember --

Q -- hearing Ms. Benjamin talk about that?

A I do.

Q And do you remember having that phone call?

A Yes, I do.

Q You testified yesterday, the day before yesterday, that that call lasted 23 minutes?

A That's correct.

Q Were you upset on that phone call?

A Uh, well, the short answer is yes. I mean, it's been -- at that point in time I was extremely stressed out by the ordeal, and, as one might say, at my wits' end, you know, trying to figure out what to do and how, you know, that sort of thing.

Q And yesterday did you hear Ms. Benjamin testify that you said you could not travel if you did not have a rent-paying roommate?

A I heard her say that.

Q Did you say that on the call?

A I have no memory of ever saying that. I'm certain I did not.

Q And did you hear Ms. Benjamin testify that you cursed at her on the phone?

A I heard her say that.

Q Did you curse at her, Mr. Rice?

A I did not curse at Ms. Benjamin. I didn't use any expletives or any derogatory terms or anything of that nature.

Q You met with the City's expert psychologist, Dr. Lynch, who just testified. Is that right?

A That's correct.

Q And did you hear him testify that he interviewed you for an hour and 21 minutes?

A I met with Dr. Lynch for approximately four hours. And we

were talking in one way, shape, form or another throughout that entire four hours.

Q How long would you say that he spoke to you about your personal mental health history?

A What I recall was something in the neighborhood of like a half an hour. But I don't exactly remember, in all of the different things that he and I went through, when that started and when it ended.

Q Dr. Ludwig yesterday testified about a medical note from 2018.

MS. LEE: Can we pull up or put on the ELMO TX 317, which is already in evidence, at Page Bates No. 6058.

(Document displayed)

MS. LEE: I'm just going to underline this.

(Counsel marks on document)

BY MS. LEE

Q Okay. Do you remember Dr. Ludwig reading -- the first part of the sentence is on the other side of the page, but, about a conversation that you had with her about the Mayor's Office of Housing, and the Fair Housing Act, and your request to have a roommate because of your disability?

A Yes.

Q Do you remember her talking about this?

A Yes.

Q And do you remember that she read the line (As read):

"He feels his mood disorder is significantly worsened when he lives alone and when he is not able financially to travel."

Do you remember her reading that?

A I do.

Q Did you tell Dr. Ludwig that? Did you tell her this?

A I never told Dr. Ludwig that -- this statement, nor did I ever tell Dr. Ludwig that I needed rent-paying roommates for the money to help me travel or to help me do anything at all. I did not need the money. I was fine without the rent from the rent-paying roommate, to do the things I wanted to do, including my travel.

Q Do you have a guess as to why she would have wrote this, then?

A Well, Dr. Lynch has approximately 500 patients. And she --

Q Dr. Ludwig? Or Dr. Lynch?

A I'm sorry, did I say --

Q You said "Dr. Lynch." I just wanted --

A I'm sorry, I meant -- obviously I meant Dr. Ludwig. Dr. Ludwig has about 500 patients. She's swamped with work. Whenever I see her, myself, in person, we were pressured for time. It's maybe 15, 20 minutes. We talk, you know, we try to discuss as much as we can what needs to be discussed. And, you know, she's swamped with writing stuff, of course.

And I didn't say this to her, so, my opinion or -- is that she -- you know, was just writing away, and didn't remember things, or made some sort of typo, or left out some words or -- it was a mistake on her part.

Q But you didn't tell her this, right?

A That's correct. I never told Dr. Ludwig this.

(Document taken off display)

Q Earlier in this trial you testified that you have a prescription of Valium?

A That's correct.

Q And that is an anti-anxiety medication?

A That's correct.

Q You also said that you rarely take the Valium. Is that right?

A That's correct.

Q Why?

A Well, first of all, I have this prescription because I have significant anxiety issues. I rarely take it because, you know, over the many years, I've worked on developing coping skills. And as you may recall, I told you quite some time ago that I was addicted to cocaine, and with the help of the police and the court I got over that.

I was also -- used to smoke cigarettes; I was completely addicted to smoking cigarettes. I quit that, I quit all that stuff in 1990. That was 33 years ago.

I am addictive. And so I need to be really careful, because I don't ever want to be addicted to anything again. So I'm very, very careful and judicious about when I will take some Valium. It's -- I reserve it for just the certain times where I'm, like, feeling really edgy and I just maybe, you know, it will help me in that case.

Obviously it's not something I can just take, you know: Oh, I'm feeling anxious, take another one, take another one. That won't work, you know. And in this case, obviously my use of Valium is monitored by my doctor as well.

Q Yesterday, we saw Ms. Cissy Yin and Ms. Maria Benjamin both testify about these exceptions to the LEHP leasing restriction. Do you remember that?

A Yes.

Q And they said that there were only two exceptions, a financial hardship exception and an employment relocation exception? Is that what you understand?

A Yes. That's what they -- that's what they said here, and that was the only thing that they ever told me.

Q Were you trying to apply for either of those exceptions?

A No, I was not. I obviously did not need or want or qualify for the financial hardship exemption.

Q And as you understand it, are those the only exceptions in the program for the leasing restriction?

A No. There is a third exception, which they never told me

about. I discovered it later. And they've never brought it up in this case.

Q If you could please turn to TX 398 in your binder.

A I don't have a binder.

THE COURTROOM DEPUTY: I have the binders, because I was working on the exhibits.

MS. LEE: Oh, okay.

MS. ROSENBLIT: Counsel (Inaudible)

(Off-the-Record discussion between counsel)

MS. ROSENBLIT: Your Honor, we are going to need a minute, we didn't have notice of this.

THE COURT: That's fine.

And if you could tell us the page number that you will be referring to.

MS. LEE: Yes.

THE COURT: And the ones we've decided that do end up admitting any piece of it, I have a rule that generally what goes to the jury is what we talk about, not lots of pages. The approach we took with Exhibit 317, for example, would govern here.

So I just want to put that out there to assuage any concerns on that end.

MS. ROSENBLIT: Your Honor, we do have an objection to make.

THE COURT: Let's talk about the page number first, to

see what --

MS. LEE: That is actually what we would prefer, so that's fine with us, to just put in the page that we talk about.

THE COURT: Let's talk about what page you're talking about so we can look at it together.

MS. LEE: Sorry. It has the Bates number 2936.

THE COURT: 2936. And if you could point me on the page to what you are looking at --

MS. LEE: The section titled "Rental Prohibition."

THE COURT: Got it.

MS. ROSENBLIT: Your Honor, we object. And I think a sidebar would be appropriate.

THE COURT: Okay. So just, just so we have a clear record -- because I prefer, if I can, to avoid sidebars. But let me just -- because it's -- I think Belle did say that she might be able to handle it because there's -- if we got, if we use Karen's mic, so she can hear it.

But let me just look at it. So there are two paragraphs there. Where did you want to stop, just to be very clear about where you wanted to stop?

MS. LEE: I really just wanted to talk about the part before the colon and --

THE COURT: Okay, so, so like sort of like a period after the word "discretion."

MS. LEE: Correct. And lightly just reference that there were three -- that there were three conditions to complete the --

THE COURT: Let's look at it.

(The Court examines document)

MS. LEE: Really, we want to focus on the part after the semicolon and before the colon. Just that last phrase.

THE COURT: Okay. Let's have a sidebar, and we will figure out -- before we say anything, we'll figure out the mechanics of it for you.

Sorry. I've explained to the jury that we have all these rules of evidence that govern. What can come in, what can't. Not that it's -- you need that much information, but part of it is a person has to have knowledge to talk about an exhibit, and there are certain people who can sponsor evidence. And we are going to just talk about that, and not bore you with it.

But I'll have to do the commute around.

THE COURTROOM DEPUTY: Judge, do you want me to stop the clock?

THE COURT: Yes, we can be off the clock. It doesn't really matter; they've got loads of time. It's not going to be a problem.

JUROR: Would it be easier if we exited for a bit?

THE COURT: That will be quicker, okay.

THE COURTROOM DEPUTY: Do you want them --

THE COURT: They'll just exit stage right, okay. So we will try -- it's the only time we've done it, so that's not so bad.

(Jury excused)

(The following proceedings were held outside of the presence of the Jury)

THE COURT: You know the interesting thing about this is they have got a rebuttal case, and they could call Ms. Benjamin as a rebuttal witness, and see if she can lay the foundation for it.

MS. ROSENBLIT: Well, she was excused, Your Honor.

THE COURT: Well, she's here. So they've got a rebuttal case, and it's an authenticity -- I mean, the problem I see with it is, you know, how can he lay the foundation for a document, a policy document, that -- that isn't admitted. And so, but there's a fix.

And I suggest you show the paragraph to Ms. Benjamin. Because if she knows about it, I would allow them to call her as a witness to lay the foundation for that.

MS. ROSENBLIT: Okay, Your Honor, so let me start from the beginning.

First, this document is the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual.

And as you identified, the plaintiff cannot lay a

foundation for this document. He doesn't work for the city. He's not an expert in this field. The appropriate time for counsel to have brought this document up would have been in cross-examination of either Cissy Yin or Maria Benjamin, at which point the City could have then rehabilitated and discussed why or why not this policy applies to the LEP program, which is a different program.

THE COURT: Correct. So let me just think, let me just think about this. Because this is a rebuttal case.

And so the problem is that you've got -- it's only a rebuttal case, it's not a sandbagging opportunity to provide new evidence that could have been raised either by cross-examination or in your case-in-chief. It's -- it's a great paragraph, but I don't think Mr. Rice can lay the foundation for it. And I don't think it's appropriate in the rebuttal case.

MS. LEE: Your Honor?

THE COURT: Yeah --

MS. LEE: May I respond?

THE COURT: You can obviously speak to it, but I think the City's right on this point.

MS. LEE: Okay. As to foundation, Mr. Rice can lay the foundation. He is familiar with the document; he found it, himself, the same way that he found the joint statement.

THE COURT: When did he find it?

THE PLAINTIFF: Your Honor, Your Honor, subsequent to selling and leaving my home and pulling myself together, obviously, there was a point where I started studying the law and everything I could possibly think of involved in this case.

The -- the exceptions that they speak of come from these -- this manual. The one that they submitted in evidence or this -- the number -- Exhibit 398, that is the program manual, that is the 2013 version of the program manual.

The version that they communicated to me -- or the things that they were communicating to me and communicated to this Court are from the 2018 version, after I had already left.

In any case, the 2018 version and this version that was submitted as an exhibit has the exact same exception that they never told me, and they've never shared in the trial. And it is that exception, on this version here, it is Exception C.

THE COURT: The discretion, yeah, you did -- I mean, I said this before, Mr. Rice, but really, you did do a great job on your -- I mean, I think it is great that you have lawyers, but you did a very credible job, substantively, the whole time.

I know you and I disagreed on the sort of the merits, but that is what the law's about. Sometimes reasonable people disagree. And so I did want to just, you know, say that I really do appreciate that you've had very good attention to detail throughout the litigation.

So, excellent find. The problem is it is not rebuttal.

MS. LEE: Can I respond on that point?

THE COURT: Yes. I'm framing the issue for you, so you can respond to it.

MS. LEE: Yeah.

So in the case-in-chief, we did not talk about the financial or relocation exception. Those were brought up in the City's case-in-chief. And so this is in rebuttal to that, to show that those are not the only two exceptions.

MS. ROSENBLIT: Wait. I'm sorry, Your Honor. The City's case-in-chief was happening at the same time as plaintiff's case.

THE COURT: Correct.

MS. ROSENBLIT: They called Cissy Yin and they called Maria Benjamin --

THE COURT: It was a joint witness. They were joint witnesses. But it's not a rebuttal case. The case-in-chiefs went forward together. It's just not. And so it's sandbagging. And we don't sandbag.

And so it's just not appropriate as a standalone rebuttal case. It's just not.

MS. LEE: Okay.

THE COURT: So, no. I'm not admitting it. I mean, I would have let you talk about it in the case-in-chief, but not in the rebuttal --

MS. LEE: It is not intentional sandbagging.

THE COURT: I appreciate that, but it's not fair. This is not fair. And it would stand unexplained. So not only is it not fair, but it poses Rule 403 issues, danger of confusing the jury. It would have been fair in the case-in-chief. So there are multiple reasons.

This is not detracting from Mr. Rice's excellent sleuthing ability in the case. I really appreciate how thorough he is. And, it's not coming in.

MS. LEE: Can I, just very briefly, on the 403 point? We would agree to have -- for them to call Ms. Benjamin again to explain this, if --

THE COURT: That is not how rebuttal works. That is not how rebuttal works.

MS. ROSENBLIT: I was just only going to add, Your Honor, that we didn't have notice of it last night. And so we didn't have notice until after we rested, and we could have --

THE COURT: I appreciate that. We could have, if you had had notice of it, we could have fixed the issue. We could have had the government address it in its case -- I keep on calling "the government," the City, but you are the government -- the City address it in its case-in-chief.

Now it just underlines an issue that didn't come up, and it should have. And it is a 403 issue, in addition to being a rebuttal case issue. I'm 100 percent on this being correct.

So, and you do not have to show your rebuttal exhibits. I

understand that. You did that. So you didn't do anything wrong, you know, in that way. It's really an issue of it's not proper rebuttal.

And that's, you know -- I often say there are very few gotcha moments in litigation. I have been in trial before where, as a lawyer, where I've seen exhibits that I've never seen before, but I always saw them in kind. So one of the things is I always showed my rebuttal exhibits for just this reason, because sometimes you end up -- strategy gets the better of you.

But it's not admitted, and we will call the jury back in.

MS. LEE: Your Honor, I had one more question I wanted to ask him about his understanding of what this other exception was. Can I still ask him that without the exhibit?

MS. ROSENBLIT: Your Honor, I was actually going to move to strike the testimony about this --

THE COURT: Well, I don't think -- it doesn't really matter, because he didn't say anything. We didn't get there. And so I don't know what we would move to strike. I don't even know what I would tell the jury. We didn't get there.

MS. LEE: I think he said he thought there was one more exception.

THE COURT: Okay.

MR. ROLLAN: Disregarding that statement.

THE COURT: Okay.

MS. ROSENBLIT: I think the jury's going to come back, wondering what just happened. And I think a simple, like: "We move to strike the prior testimony..."

THE COURT: The only way to do it -- well, sometimes moving to strike just emphasizes -- they're not going to have the transcript. I barely remember what he said. I have an excellent memory, and I barely remember what he said.

And so, you know, you know, we -- I could say, you know, the last part of the -- I don't think Mr. Rice can testify to it, because it's not fair rebuttal. And so, it's not fair rebuttal. And so I'm just trying to think what you really want me to do. So I could say for that last line of inquiry, we're going to disregard the last portion of the testimony, and then I'll say "Ms. Lee, you may continue."

MS. ROSENBLIT: Great. Thank you.

MR. ROLLAN: Thank you, Your Honor.

THE COURT: All right. Let's bring them back.

(The following proceedings were held in the presence of the Jury)

THE COURT: Okay. So everyone may be seated. We're back on the record.

Just, we're going to just disregard that last piece of testimony.

And Ms. Lee you may continue with your examination.

MS. LEE: Thank you.

DIRECT EXAMINATION RESUMED

BY MS. LEE

Q Mr. Rice, did the Mayor's Office of Housing and Community Development ever communicate any information to you about the Fair Housing Act?

A No, they did not.

Q Did they ever communicate any information to you specifically about your disability rights?

A No. They did not.

Q And were you seeking a financial hardship or employment relocation exception under the agreement?

A No, I was never seeking either of those.

Q Were you seeking a disability-related accommodation under the FHA?

A Yes, I was. I was always seeking a disability-related accommodation under the Fair Housing Act.

MS. LEE: Thank you. No further questions.

THE COURT: Okay. Any cross-examination?

MS. ROSENBLIT: No questions, Your Honor.

THE COURT: Okay. Thank you, Mr. Rice.

THE WITNESS: Thank you, Your Honor.

(Witness excused)

THE COURT: So that's the end of the plaintiff's rebuttal case?

MS. LEE: Correct.

THE COURT: Okay I'm going to look at my watch. All right, so, we'll stop the clock. I'm just going to tell the jury what happens next. Whatever happens next they can't take more than three hours, because that's all we have left on the clock.

What we have is about time for our 30-minute break that we have to take for structural reasons. Then we will come back and do closing arguments. And then jury instructions. I hope that the closing arguments take about two hours. I hope that we are able to get it all in. And, it can't take more than three, because that's the time we have left on the clock. But I'm hopeful it will take two.

Then we will take just a short break, maybe 15 minutes, because I have to read the jury instructions. And I think rather than take a long lunch break, then you can have a proper lunch break. You can -- we are having lunch delivered. The case will be to you for your deliberations. So that is the basic plan.

If Belle can handle it, we'll do straight through for argument. But I'll do a touch-base with the lawyers about their timing. And if not, we may -- the other possibility -- and I'm just saying this so Belle can work on it -- if we have to, we'll take a break during the argument and then come back and do the final bit of the argument and the jury instructions.

But all of that means that hopefully, maybe by 12:30, a

little bit of a late lunch, the case will be to you. You can have lunch, and the case will be for you, to you for deliberations. Okay?

Until then, you can't talk about the case still or do any research. But we are going to be in recess for 30 minutes.

Off the record.

(Jury excused)

(The following proceedings were held outside of the presence of the Jury)

THE COURT: I understand there may be an issue with whether the record reflects that Exhibit 30 was admitted. We certainly talked about it. We pre-admitted exhibits. Anything we showed to the jury is admitted.

So Exhibit 30 is admitted.

(Trial Exhibit 30 received in evidence.)

MS. ROSENBLIT: Thank you.

MR. FISHER: Thank you.

(Recess taken from 10:12 a.m. to 10:46 a.m.)

(Off-the-Record discussion)

(The following proceedings were held outside of the presence of the Jury)

(Off-the-Record discussion)

THE COURT: Okay, everybody, we're back. You may be seated.

(The following proceedings were held in the presence of

the Jury)

THE COURT: And Mr. Rice is ready to proceed with his closing argument, through counsel.

CLOSING ARGUMENT

BY MS. JIAM

Good morning, Your Honor. Good morning. This case has important (inaudible) --

(Reporter clarification)

THE COURT: It's about -- you can check your mic, your volume on your pocket. I'm sure it's on, but just make sure it's turned up.

MS. JIAM: All right.

THE COURT: Well, it's a tough one because she is right in front of the jury. So if we can remedy it through the volume, that's the first preference.

MS. JIAM: All right, is it better?

THE COURT: That sounds pretty good.

MS. JIAM: Okay. Good morning. We know it's been a long few days, and we wanted to thank you for your time and attention because this case is very important to my client. The reason we have lawyers in the Fair Housing Act, the reason why we have laws like the Fair Housing Act is precisely because of people like Mr. Rice.

Depression is a persistent and debilitating illness. And Mr. Rice has tried to live, every day, the type of life that a

lot of us take for granted because we don't have a disability. And you've heard his testimony. He knows what is good for his mental health. That's why he got clean. It's why he started therapy when it became clear that the anti-depressants and the medications weren't working.

It's why -- partially why he was so excited when he qualified under the LEP lottery. And he got a home in 2004, under the LEP program. And it's why in 2009, he asked and got permission from Ms. Horner for a roommate.

And as you've heard from Mr. Rice's testimony, from 2009 to 2017, he got better. His depression lessened. His anxiety decreased. And he was able to reach the most stable period of his life in those last few years at 200 Brannan. He's finally trying to live a life that was not confined by his disability.

Now, in March of 2016, Mr. Rice was cleaning out his unit, and he discovered that he had this contract, this original LEP contract. And he realized that he had to get written consent for that permit. And because Mr. Rice always wants to follow the rules because that's type of person he is, instead of just putting the contract away and ignoring it, he reached out to Ms. Horner.

(Document displayed)

MS. JIAM: He sent her an email and he said: Hey, do you remember when we had that phone conversation in 2009? Looks like this contract says I need written permission. Can

you just confirm that it's okay?

But at that point, the SFRA didn't exist anymore. And so Ms. Horner said: I don't work there anymore; you should talk to these MOHCD employees.

So he contacted them, but they never responded. And, fast-forward to October, 2017.

(Document displayed)

MS. JIAM: He continued to try to contact MOHCD. He continued to try to make efforts to speak to them about the permission he had received to have a roommate.

And in his latest email on October 19, 2017, he says: I actually got a letter of recommendation from my doctor. Please confirm. I would like you to have this reasonable accommodation request to have a roommate. I have depression.

And what happens?

(Document displayed)

MS. JIAM: A week later, the City denies his claim. They sent send him an action required letter. They told him he has to terminate his lease immediately, he has to get rid of his roommates, or they are going to take enforcement action.

The City's decision essentially forced Mr. Rice to choose between a disability and a disability-related need that he knew he needed to have and that he couldn't live without. And since then, since leaving his unit, Mr. Rice has never been able to regain the stability and the progress that he made on his

mental illness that he did when he was at 200 Brannan.

That's why they have laws like the Fair Housing Act. Because they help individuals with disabilities to operate on a level playing field, the same level playing field that a lot of us operate on without because we don't have a disability.

And that is why, under the Fair Housing Act, it is illegal to deny a reasonable accommodation request to a disabled individual, if that accommodation is necessary for them to enjoy and use their home in the same way.

(Document displayed)

MS. JIAM: Your job today is to determine whether the City violated the Fair Housing Act. And we believe that they have. And we're going to show you why.

Now, the Court is going to provide you with a set of jury instructions after this case. And we have an advance copy, so I'm going to go through a couple of them with you.

Now, as the plaintiff, to prevail on all of our claims, we have to prove by a preponderance of the evidence that the City has violated a law. Now, what does that mean, "preponderance of the evidence"?

You might have heard of a phrase "beyond a reasonable doubt." That's something that's in criminal cases. This is a civil case. So that's not the standard we're operating here. Preponderance of the evidence means that you are more likely than not -- it is more likely than not that the City violated

that (Inaudible).

So think of it like a scale. If you find that the evidence in favor of Mr. Rice tips the scales even more -- even more than 50 percent (Indicating), even 51 percent in favor of Mr. Rice and 49 percent for the City, we have met our burden. And you must find that the City violated that (Inaudible).

So let's actually now turn to the claims.

The first claim is the failure to reasonably accommodate Mr. Rice's request. There's five factors. The first factor: Does Mr. Rice have a disability? The second factor, did the City know or should they have known that Mr. Rice had a disability? The third factor, did Mr. Rice need a roommate? The fourth: Was this request reasonable? And the fifth: Did they deny his request?

Now, the first factor is easy.

(Document displayed)

MS. JIAM: If you go into your jury instructions which you will receive, you will see that the parties have agreed that Mr. Rice has a disability. He has major depressive disorder. And the Court will instruct you that Mr. Rice is a person with a disability as defined by the Fair Housing Act. So you don't need to worry about that, you don't need to deliberate on that.

We also think that the second factor is pretty easy. The City knew that Mr. Rice had a disability. How do we know?

Because he told them. He told them all the time. He emailed MOHCD employees that Ms. Horner directed him to. He told Ms. Yin in 2016, and he sent in a letter from his doctor directly to the Mayor's Office of Housing and Community Development, in which his doctor stated: Mr. Rice is a 100 percent service connected for depression and paranoid schizophrenia.

(Document displayed)

MS. JIAM: And yesterday when you heard Ms. Yin's testimony, she said: Yeah. Correct. We knew that he had a disability. We knew over a year before we even denied his request. A year over -- over a year before he even emailed Ms. Sandra Gates-Anderson.

The second factor. The City knew.

Now, the third factor, was the accommodation necessary? Did Mr. Rice need a roommate?

Well, you saw the letter. You've seen Dr. Ludwig's testimony. And the letter is clear. She recommended, from a medical perspective, that he be allowed to have a roommate.

You also heard testimony from Dr. Lines: Yeah, I do think he needs a roommate. He would really benefit from his depression if he had someone living with him.

And Dr. Ludwig explained this distinction. She said: Yes, he needs a roommate, and he needs a roommate in the normal sense of the word, because the idea is to support Mr. Rice in

having a normal adult relationship, to empower him to live in a normal way. And someone who doesn't pay rent, that's -- that's not a roommate. That's a guest.

Now, the City doesn't really seem to dispute that Mr. Rice got therapeutic benefits from having a roommate. But they seem to claim that he didn't need a roommate because he had been perfectly fine with a guest.

The City is asking you to accept that when a doctor says that he needs a roommate, what he really means, what the doctor really means is that he needs someone who lives there for free. He needs someone like a home health aide.

But the only person that they put up on the stand to support their argument as their expert is a specialist in brain trauma. All of his publications are about cognitive rehabilitation, as opposed to things like depression or anxiety.

And the questions that he asked Mr. Rice were things like: How tall is the Empire State Building? Or how do you pronounce hors d'oeuvre, or as my brother likes to say, "hor devores," but when he talked to Mr. Rice, he only spoke to him for a half hour about his mental history.

And, compare that to Dr. Lines. He spoke with him for six hours to understand Mr. Rice's disability, and the basis for needing what he needed to treat his mental health.

(Document displayed)

MS. JIAM: Dr. Ludwig explained what she meant when she said a roommate. She meant someone that pays rent.

(Document displayed)

MS. JIAM: She explained, a non-rent-paying roommate would not have been sufficient.

(Document displayed)

MS. JIAM: And Dr. Lines explained a non-rent-paying roommate would not have worked because that wouldn't be a roommate. Mr. Rice needed to enjoy feeling like he was having a normal relationship. Not somebody that he thought he was purchasing their companionship.

And I want you to think about this. Would you be okay if the only type of person you could have live with you was someone who lived there for free?

Now, think about how you would feel if you were someone like Mr. Rice, who suffers from depression. And whose childhood and personal history has reflected that he has difficulty forming these organic relationships, and difficulty feeling like he could have a relationship with somebody that isn't purely about supporting or purchasing that companionship.

(Document displayed)

MS. JIAM: Mr. Rice told you: I don't need a health aide. I don't even want one.

What Mr. Rice needed to make his mental health better was the ability to function a little bit more like a normal person.

To have something a little bit more like a normal life.

(Document displayed)

MS. JIAM: Mr. Rice needed a roommate for his disability.

Okay. Whether or not Mr. Rice's roommate request was reasonable depends on an instruction that you will receive.

(Document displayed)

MS. JIAM: To prove that an accommodation is reasonable we just have to show that it does not impose any fundamental alteration in the nature of the program or it does not impose any undue financial or administrative burden. Those are the two things you have to show.

Now, the City has argued that it -- Mr. Rice's request for a roommate, it would implicate both. Let's hit the first one, the fundamental alteration to the nature of the program.

(Document displayed)

MS. JIAM: You heard from Ms. Yin that the nature of the program, the purpose of the program, there's two purposes. And she identified both of them. The first one is to provide home ownership opportunities to the people who qualify for them. Who qualify for the program. Who would not be able to buy a home in San Francisco if not for the LEP. And who meet certain restrictions, like income.

The second is people cannot purchase BMR units and then sell them for non-BMR prices. That is the second purpose of

the program.

So the first purpose, to provide BMR housing to people who need it. The second, to make sure that if you get a BMR home, you can't sell it for a non-BMR price.

And how does Mr. Rice collecting rent factor into that?

(Document displayed)

MS. JIAM: Well, let's look at the first one. The intent of the program, you heard from Ms. Benjamin yesterday, you heard from Cissy, you want to serve the income-eligible people in this community. We want our teachers here. We want our baristas here, we want our waitresses here, but we also want people like Mr. Rice.

Ms. Yin testified Mr. Rice is part of the population of people that this program was meant to serve. And him collecting rent, that doesn't change anything. She admitted that. She admitted that the fact that someone collects rent -- that Mr. Rice collected rent doesn't change the fact that he was qualified to be in the program. She admitted that doesn't change the fact that he was part of who this program was meant to serve.

And you also heard Mr. Rice's testimony. Even if rent was an issue -- which is not an issue with respect to whether he qualifies, the additional income he would have received from rent -- he would have still qualified under the AMI.

(Document displayed)

MS. JIAM: Now, let's talk about the second purpose. The second purpose is equity.

(Document displayed)

MS. JIAM: Ms. Benjamin said yesterday, if you buy a home for $300,000, under the BMR program, you can't sell it for 1.6 million. That makes sense. You're under this program, you purchase it for a BMR price, you can't sell it for a non-BMR price.

But rent has nothing to do with that. Rent, as you heard in the testimony, is not part of the calculation of the resale price of the home.

(Document displayed)

MS. JIAM: The amount of rent that a homeowner collects doesn't actually factor into the price that the City can use when they put that house back on sale when the homeowner leaves.

And so these two purposes that the City has identified, that the program is available to the people who need it, who qualify for it, and that these units can't be sold for non-BMR prices, neither of those things are affected by a homeowner charging rent.

Now, I want you to really think about the phrase, "Fundamental alteration to the nature of the program." And think about what Mr. Rice is asking here. Mr. Rice is asking for the reasonable accommodation for his disability, to have a

roommate for his situation. For his scenario.

He's not asking the City to change the income limits for their entire program. He's not asking the City to suddenly allow all LEP homeowners to be able to have roommates. Those might be fundamental alterations to the way that the program is run. But what he's asking is for an exception from the procedures, policies and rules of the LEP owner. This is the avenue that the FHA provides.

And if you heard Ms. Benjamin's testimony yesterday about what constitutes a fundamental alteration, she said, you know, it would be a fundamental alteration for Mr. Rice to charge $400 in rent to his roommate because that goes to the household expenses. But if a roommate pays him groceries, pays his utilities, pays his phone bill, pays for his plane tickets, if that's not called "rent," that's not a fundamental alteration.

It really sounds like the City's issue is the terminology. And if the issue is terminology, is that really a fundamental alteration?

Now let's go to second burden, whether or not there would have been the financial or administrative burden. Yesterday Ms. Benjamin briefly said that there could be a financial or administrative burden because they might have to hire more people. There are certain monitoring processes for which the City has to make sure that if you get a roommate, that roommate is specialized, is someone who can live in the housing, that

they only charge a certain amount. And if we have all these people requesting accommodations, requesting for a roommate, and we grant them all, we make the exception for Mr. Rice, then it's going to be the floodgates are going to open. We are going to have to hire all these people; it is going to cost a lot more money.

(Document displayed)

MS. JIAM: But she also testified yesterday that she's not aware of any instance in which MOHCD received a request for an exception to the leasing requirement due to a disability.

And when you listened to Ms. Yin's testimony yesterday, she said that the only reason why the City denied his request was because of fundamental alteration. (As read)

"QUESTION: That was the only reason, right?

"ANSWER: Correct.

"QUESTION: There wasn't another one.

"ANSWER: Correct.

(Document displayed)

MS. JIAM: Mr. Rice's reasonable accommodation request was reasonable. No fundamental alteration. No undue financial or administrative burden.

The last one. The City denied his accommodation. This is simple. Of course, they denied his accommodation. We wouldn't be here if they hadn't. He asked for a roommate. They gave him a guest.

(Document displayed)

MS. JIAM: His October 26, 2017 letter, that's the denial. Ms. Yin said, October 26, 2017 (As read):

"QUESTION: MOHCD had made the decision that having a rent-paying roommate is not a reasonable accommodation that it could make. Correct?

"ANSWER: That's correct."

(Document displayed)

MS. JIAM: If you've concluded that by a preponderance of the evidence all five of these factors are met, then we have met our burden of establishing that the City violated 3604, because they denied his request for reasonable accommodation.

(Document displayed)

MS. JIAM: Now, we also have one other claim. 3617. Unlawful interference. And the factors are laid out.

Mr. Rice engaged in a protected activity. He made a request for reasonable accommodation.

The City took an adverse action against the plaintiff. That's the second.

The third is the reason why the City took an adverse action is because he made that request, rather than a legitimate non-discriminatory reason.

And the last one, the plaintiff suffered injury.

(Document displayed)

MS. JIAM: Mr. Rice made his reasonable accommodation request to Ms. Gates, Sandra Gates-Anderson, on October 19th, 2017. He also had sent in a letter from Dr. Ludwig in September, 2017. And what happened shortly after these incidents? His refinance was placed on hold.

And then when he tried to explain to the City why he believed that there must have been a mistake, that he believed that he was -- he -- he qualified under the Fair Housing Act for these accommodations, well, they sent an email with the links talking about all these enforcement actions that they had taken against homeowners in BMR housing cases.

(Document displayed)

MS. JIAM: If you conclude that the City unlawfully interfered with Mr. Allison Rice's rights under 3617, then check yes.

(Document displayed)

MS. JIAM: All right. Now I want to briefly take a little bit of time to talk about some of these aspersions and accusations that the City has made about my client.

The City has said that this case is about money. And they pointed to the fact that Mr. Rice had several roommates, and that he also went on vacations. But these are normal, ordinary things. We have roommates.

(Document displayed)

MS. JIAM: We go on vacation. Mr. Rice testified that

he had actually never been on vacation abroad before. 2016 was the very first time.

The City wants you to draw an inference that because Mr. Rice did these normal things that we appreciate and we take for granted every day, having roommates, going on vacation, that the only reason why he needed a roommate could not have been because of his disability, but because of money. And that distinction, that logical conclusion, that isn't there. That -- that transition and that logical jump is not there. It's not supported by the evidence.

They also cherrypicked an email...

(Document displayed)

MS. JIAM: And Mr. Rice also testified that he didn't need a roommate to pay for his travel.

(Document displayed)

MS. JIAM: Now, they also cherrypicked an email and showed it to my client, asking him a couple questions about why he had sent this. And it's not exactly clear what they intended to show you, but they did put my client's full mental breakdown on display. What they didn't show you was the context behind this email.

Now, note that this email was sent on January 13, 2018. And the reason why this email was sent, it's pretty clear when you look at how it came about.

(Document displayed)

MS. JIAM: Mr. Rice started trying to get permission, trying to get things right in 2009, right? And he received it. And then when he thought that maybe he needed written permission, he started in 2016, again, contacting the right people. And then from 2016 until October 26, 2017, he just didn't get a response. The City never responded to him.

And then out of the blue on October 26, 2017, he gets this action required letter, a week after he sent that email to Sandra Gates-Anderson, saying: Terminate your leases. Get rid of your roommates, or we are going to take enforcement action.

And then, Mr. Rice doesn't get a phone call from them, they don't ask him: Why do you need a roommate, why wouldn't a guest just work? They don't -- there is no evidence they called his doctor and said: Why does he need a roommate? Why wouldn't a guest just work?

And when Mr. Rice tries to ask: Can I have a face-to-face conversation, can I have a phone call, he doesn't get that until three months later. Three months after they denied his request. After he had already started the process of selling his unit, because he felt: I can't get the thing that I need for my disability, to make me better.

They sent that email on January 23, 2018. After he sent three emails and multiple voicemails pleading for a response, for acknowledgment.

That's why he sent the email. And that's why the process

matters.

Now, the Department of Justice and the Department of Housing and Urban Development issued this technical guidance. Because the process through which the housing provider and the requester -- it allows them to understand why the requester's disability-related needs are relevant to the request. It provides them an opportunity to ask: Hey, what about this alternative accommodation? Does that work for you?

And it allows them, the requester to say: No. The reason why I need this particular accommodation is because of these particular aspects of my disability. But Mr. Rice never got that.

If MOHCD had just picked up the phone and called Mr. Rice before they issued that official denial, before three months had passed, we might not be here today. If the City had said: You can't charge that much, you can only have a certain amount, or: You can't travel this long if we're going to give you this request, or: You can't have more than one roommate, then maybe they could have had a conversation and it could have worked out.

But they didn't. And because they didn't, Mr. Rice lost everything. He lost his home.

(Document displayed)

MS. JIAM: A home that he has lived in for 13 and a half years. And he lost a community that he's been part of for

39. And since then, he's never been able to achieve and take back that stability that he had made, that major progression that he had made when he was at 200 Brannan.

You've heard my client's testimony. This would have meant everything to Mr. Rice. And it would have cost the City nothing to say yes.

Thank you.

THE COURT: Okay.

CLOSING ARGUMENT

BY MS. ROSENBLIT

Can you hear me? Hello, hello. Okay.

You ready?

All right. As we told you at the start of this trial, this is a simple case. Plaintiff Allison Rice wanted to profit off of his taxpayer-funded affordable housing unit.

Make no mistake. This case has never been about whether the plaintiff is disabled. In fact, the City and County of San Francisco does not dispute that he's disabled.

And this case has never been about whether the plaintiff needed roommates to address his mental health issues, to provide him with companionship. The City made very clear that he was able to have roommates, and the roommates could contribute to groceries, or utilities, to the household. Instead, this case is about whether the plaintiff can charge rent and profit from his affordable housing.

But, you've heard that the purpose of the City's affordable housing program is to provide low and moderate-income individuals stable and sustainable housing in San Francisco. It is not designed to give those folks an additional stream of income.

But that is how plaintiff used it when he rented out his unit to a long series of roommates over the course of eight years. Money he then used to go on extended vacations, to have apartments in other places like Budapest and Austin. Away from his condo in San Francisco, and away from these roommates.

(Document displayed)

MS. ROSENBLIT: So we're here because he brings two claims. He brings a discrimination claim against the City, claiming that we failed to reasonably accommodate his request to charge rent. And he brings a retaliation claim, alleging that the City retaliated against him for requesting the disability accommodation.

These claims are his to prove. This is his case, and he bears the burden. The burden in this case is a preponderance of the evidence. It applies to each claim, and it applies to each element of the claim.

(Document displayed)

MS. ROSENBLIT: The Court will give you jury instructions. One of them is on the burden of proof. It's that you have -- that a preponderance means probably -- more

probably true than not true.

(Document displayed)

MS. ROSENBLIT: So in a few minutes the Court is going to give you instructions on the law. And she will instruct you that that's the law to apply in the case. She will tell you that it is your job as jurors to apply the law to the facts that you learn during the course of this trial. And she'll give you a verdict form.

So you heard a lot of testimony and evidence over the last few days, and so my job right now is to try to walk you through that evidence. And I want to do that by walking you through the verdict form.

(Document displayed)

MS. ROSENBLIT: So here's what it will look like, the front part.

(Document displayed)

MS. ROSENBLIT: And the first question: Did the City discriminate against Allison Rice by failing to make a reasonable accommodation, in violation of Section 3604? That's the section of the Fair Housing Act.

And I submit to you that the answer is no.

(Document displayed)

MS. ROSENBLIT: So to figure this out, to determine this claim, you need to look at the jury instruction. And the Court will give you the jury instruction that has these five

elements.

The most critical elements in this case are No. 3 and 4. He has to prove by a preponderance of the evidence that it was necessary for him to charge rent, it was necessary, to afford him the equal opportunity to use and enjoy his home. And, he has to prove that that was reasonable. He has to prove both of those things to you.

(Document displayed)

MS. ROSENBLIT: Okay. So first, let's talk about necessary. The Court will tell you that to prove an accommodation is necessary, he must show -- again, by a preponderance of the evidence -- that but for that accommodation, he will likely be denied an equal opportunity to enjoy his home.

(Document displayed)

MS. ROSENBLIT: And so what was his request? What was the accommodation he was seeking?

Again, this case is not about a roommate. The City made very clear in the letter that we sent that he could have roommates. He just couldn't charge rent.

And this case is not about travel. The City also told him that he could travel. And Mr. Rice has not claimed in this case that we denied him a right to travel.

Instead, this case is specifically about whether or not he could charge those individuals money to live with him.

(Document displayed)

MS. ROSENBLIT: So let's look at the evidence. Let's look at what he needs. What is necessary for his mental health disability.

And I want you to first consider what Mr. Rice communicated to the City at the time that he made the reasonable accommodation request. Because remember, what he communicated to the City is what the City -- what information the City had to actually make that determination.

And so one of the critical pieces of evidence in this case is the letter that he submitted from his primary care physician, Dr. Ludwig. And that letter, as you have seen repeatedly, says that she recommends he have roommates. Because it would be beneficial for his mental health with respect to isolation and loneliness. For companionship.

This letter does not say anything about charging rent. And she admitted that to you on the stand.

Do not be distracted by plaintiff's attempts to now recast during litigation and trial what she may or may not have meant by the term "roommate" and comparing that against a guest. It's irrelevant. What she told the City, what they sent in support, was that Mr. Rice needed companionship. And her reasoning supports that. It's about having someone to keep him company, to combat isolation and loneliness.

(Document displayed)

MS. ROSENBLIT: And what did Mr. Rice, himself, tell the City? We saw lots of emails from Mr. Rice to MOHCD, back and forth. He told them he wanted a roommate for isolation and loneliness.

Look back. None of those emails explained that he needed to charge rent for his mental health, that charging rent would provide an equitable relationship, that without charging rent he would feel taken advantage of. None of that information was communicated by Mr. Rice. He needed it for companionship.

He also communicated that he wanted to travel more than six months. One of the emails said he wanted to travel three, six, nine, or maybe as many as 12 months.

You heard Maria Benjamin testify that during their 20- to 30-minute phone call he said he would be a fool to have someone live with him for free. That was a ridiculous idea. That's why he wanted to charge rent. He did not say that he needed a roommate to pay rent so that he would feel equitable in the home.

So, rather, what he had communicated to the City was a desire to use this property as income. To be gone most of the year, six months or more, but maintain a tenant who paid rent in his affordable housing condo in San Francisco.

And so you should ask yourself: What mental health benefit was he going to get if he wasn't here in San Francisco? What companionship benefit, what equitable relationship, was he

getting from that roommate, that tenant, if he was not here?

(Document displayed)

MS. ROSENBLIT: Because he wasn't here. And he told you on the stand that he receives no mental health benefit from a roommate while he's away. Despite his paid expert, Dr. Lines's attempts to tell you that maybe there's some mental health benefit if you're away because someone's waiting for you at home, Mr. Rice testified, no, that doesn't really help him. He's in it for the companionship. And if he's gone, it doesn't really help. And he testified that he was gone extensively.

This is not just a vacation. He had moved to Austin. Between August, 2011 and December, 2014, so for three and a half years, Mr. Rice lived in Austin, Texas. He had an apartment in Austin. He had a roommate in the apartment in Austin. He testified he would go to Austin for several months at a time, come back to San Francisco for a couple weeks, and then go back to Austin.

That was a consistent pattern for him for years, because he was working in Austin. He was a sound engineer, and he went where the music was. And that's fine, except that he was in an affordable housing unit. And that's not permissible under the Affordable Housing program.

I also testified that in 2016, he spent seven and a half months in Europe. Again, he had another apartment in Budapest while he had his affordable home here.

And in 2017 he spent about three and a half months in Europe. And this wasn't just past travel. This is what he wanted to continue doing. Again, he communicated that he wanted to travel at least six months out of the year.

(Document displayed)

MS. ROSENBLIT: Okay. So you also heard from a few doctors. You heard from Dr. Lynch this morning, who is a VA doctor, that charging rent would not have any psychological benefits. A roommate, sure, for companionship. To keep him company. But the charging rent wouldn't make a difference for Mr. Rice's mental health.

And he also testified that Mr. Rice's ability to travel and sustain a life in Austin and Budapest and go to Copenhagen and all of these places meant that he had a very high degree of independence.

(Document displayed)

MS. ROSENBLIT: You also heard from Dr. Ludwig, again, that is -- was or is his primary care physician. And you will recall that she said -- if a roommate had been required to pay for utilities, is that something that would provide Mr. Rice the same mental health benefit as someone who contributed to the rent? And she answered: "That seems like it would, yeah."

Even plaintiff's own witnesses could not testify that charging rent was necessary for him, that it was the only way for him to feel equitable in his home, that it was necessary

for his disability.

(Document displayed)

MS. ROSENBLIT: And let's talk about Dr. Lines. Dr. Lines is plaintiff's paid expert. He was paid more than $9,000 for his opinion in this case. Remember, he told you that Mr. Rice was his client, not his patient.

He didn't talk to any of Mr. Rice's medical providers. He didn't talk to Dr. Ludwig or even review that letter that she sent to the City.

He didn't review plaintiff's deposition, talk to any of plaintiff's roommates. You can consider all of those factors in weighing his credibility and the value of his opinion in this case.

But even still, Dr. Lines could not give you a straight answer about the central question in this case, about whether charging rent was necessary for Mr. Rice's mental health. And he did not testify that charging rent was the only way for Mr. Rice to obtain that mental health benefit. The most he could say was that it would help to have some kind of equitable arrangement where the roommate contributed in some fashion.

And you heard Ms. Benjamin testify and the plaintiff admit that they had this conversation where it was suggested that maybe he work something out with the roommate. No, the roommate couldn't pay rent because that would be against the program rules, but perhaps they can contribute to the

utilities, the housing cost, the groceries.

And you even heard plaintiff testify that his approximate amount for that would be about $650 a month. Which is pretty close to his mortgage of $700 a month.

And I want to be clear, again, that the Mayor's Office of Housing and Community Development did not dispute that Mr. Rice had a disability. The City does not dispute that he has a disability here. What we dispute is what he needs to accommodate that disability.

They allowed him to have a roommate, just not charge that person money. And so you need to decide whether it was necessary for him to charge the money.

Again, there were some alternatives that the City proposed in trying to work with Mr. Rice to figure out some way forward.

(Document displayed)

MS. ROSENBLIT: We offered to allow him to have a roommate that didn't pay rent. To have that person contribute in other ways. And he didn't try those opportunities. He also never tried to, like, create a written agreement with someone to establish rights and responsibilities between people in the household. To try to establish some kind of fairness, the same way you would with a roommate who pays rent. Some kind of lease without the money aspect.

(Document displayed)

MS. ROSENBLIT: In sum, he cannot prove to you that

but for charging rent, he was denied an equal opportunity to use his home.

And if you agree with me, then he has not carried his burden, and he has not proved his discrimination claim.

(Document displayed)

MS. ROSENBLIT: All right. To prove his claim he also has to prove that his request was reasonable. And this is another really important aspect of this case. Because only reasonable accommodations are required. The City is not required to accommodate every disability. Only reasonable accommodations.

So what does reasonableness mean? The plaintiff must prove by a preponderance of the evidence that the requested accommodation to charge rent does not impose any fundamental alteration in the nature of the Affordable Housing Program, or cause an undue financial or administrative burden for the City.

(Document displayed)

MS. ROSENBLIT: And here, charging rent is not reasonable, because it would fundamentally alter the nature of the program.

You heard Cissy Yin and Maria Benjamin from the Mayor's Office of Housing testify that the purpose of affordable housing is to provide sustainable, affordable housing for low to moderate income people who want to live and participate in the community here in San Francisco. To help first-time home

buyers purchase a home in this very expensive city where they would otherwise not be able to do so. To assist low-income residents to stay here in the hopes that they become part of the fabric of this community and give back in meaningful ways, so that San Francisco can maintain a diverse population. And this is a decision that San Francisco taxpayers have made, to invest in our low- to moderate-income individuals and families. This is a public benefit.

And they testified and you heard it repeatedly, that the purpose of affordable housing is not to provide a source of income. A below-market rate condo is not income property. And that owner occupancy is fundamental to the program.

(Document displayed)

MS. ROSENBLIT: All right.

And these restrictions on owner occupancy and not leasing your property are so fundamental to the program that they are incorporated throughout his contract and other purchase documents. You guys saw these documents repeatedly. And you will have them back in the jury room.

There was the declaration of resale restrictions, that contract that he signed when he purchased his home. And there was the loan disclosure information packet that he also signed as part of the purchase of his home. They're so important that the City has home buyer education programs to make sure that people who are going to buy these affordable homes understand

the rules and restrictions of the program. Because, as you heard, this isn't just the normal course of going out and buying a home in San Francisco.

In exchange for getting this public benefit, in exchange for getting a very low price on your unit, you are making certain commitments. And the Mayor's Office of Housing wants to make sure those commitments are clear, that the people who purchase the home know what they are getting into. And it is all throughout these documents that Mr. Rice signed. And it is gone over in the home buyer education.

(Document displayed)

MS. ROSENBLIT: And this restriction in particular is very clear (As read):

> "The 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."

You have heard testimony that the owner occupancy is fundamental to the program, again because we want people -- we want to invest in people who are living here. This is not meant to be a second home, a place that you have just, you know, when you want to come back every few months and touch base in San Francisco. This is for people who want to participate in the community here.

And the prohibition against leasing is also foundational to that program to preserve the integrity of affordable housing and to ensure that the person who was granted this public benefit, that person who was income-qualified and applied and went through the lottery, and got this affordable unit, that this public benefit is going to that intended beneficiary, and not some people that were found off of Craigslist.

(Document displayed)

MS. ROSENBLIT: All right. So Mr. Rice's request to charge rent was not reasonable. And so MOHCD informed him about two situations in which he could have a temporary rental that would be reasonable. Because in both of these situations, it's tied to the individual's inability to keep their home. It's a financial hardship, an employment relocation.

And these exceptions are okay, because it allows a temporary stopgap, a safety net for people who have something come up where they can't quite meet their mortgage or they need to move for a very short period of time because they are required to by their job, and the City does not want those folks displaced. But it is temporary, and it is tied to meeting housing costs. And it cannot exceed that.

And you will go back, you will look through the emails and that letter. Cissy Yin, Maria Benjamin communicated this information to Mr. Rice over and over again. Invited him to submit documentation, invited him to apply for these requests.

And he wasn't required to, but this would have been reasonable. And so if he could have met this criteria, it would have worked out.

(Document displayed)

MS. ROSENBLIT: All right. There is a second reason that you can find that charging rent is not reasonable. And it's because it would create an undue financial or administrative burden for the City.

You heard testimony about the rigorous process that the City has to undergo in the temporary rentals. Again, you have to income-qualify the tenant; there has to be a lease drawn up with specific terms; the City has to approve those leases. And the City doesn't currently do that. There is a property management company for the rental side of affordable housing.

And so if you are going to start doing that on the homeowner side, it is going to require staff. How much staff, how much money, how many hours is certainly going to depend on the volume of requests. But, you know, if you do something for one person, you need to be consistent. So this (Indicating) is another way that you could find that his request is not reasonable.

All right. And as we told you in opening, plaintiff here had other motivations. And so you should ask yourself why he really wanted to charge rent.

(Document displayed)

MS. ROSENBLIT: You are going to get a jury instruction about the credibility of witnesses, and the things that you can consider when you are thinking through their testimony.

A few I've highlighted for you here as suggestions: Interest in the outcome of the case. Consider who stands to gain here from this lawsuit. Their bias or prejudice. Whether other evidence contradicted their testimony. And the reasonableness of that testimony in light of all the evidence.

(Document displayed)

MS. ROSENBLIT: And I submit to you that the evidence here shows that Mr. Rice had a financial motivation for wanting to continue charging rent, for wanting to continue having tenants. He was making a lot of money off of this, off his affordable housing while he traveled the world.

And so the much more plausible story here I think, and I submit, is that he wanted to continue to have a tenant, to continue to make money, and be able to travel the way he was doing before.

And so you heard evidence, testimony that his mortgage is about $700 a month. His total housing costs, about 1,650 a month. And on average, he was charging each tenant $1,600 a month. Sometimes less, but sometimes up to 2,000 a month. And that was for each person.

You also heard that there were years where he had two

tenants. And so in total, he was receiving more like 2,800, all the way up to $3,400 a month. And those two tenants were splitting the space that he had created out of one bedroom. And he testified to you that he -- that whole time, for those years that he had two tenants, he was sleeping on the couch downstairs.

And so you can consider, in weighing his credibility and in thinking about the most likely story here, do you believe that he was sleeping on the couch for all those years? And I submit to you, no. He wasn't. He was in Austin with his apartment; he was in Budapest with that apartment; he was traveling Europe. And meanwhile, he's renting his below-market-rate home at market rates, here in San Francisco.

Another important reason to consider this evidence is to understand what Mr. Rice meant when he said he needed an equitable arrangement with his roommates. Does this look equitable? If he's sleeping on the couch and he has two tenants covering twice his housing costs, what is he paying? What is his fair share in that arrangement?

And again, this is certainly against the program rules. And he did not have prior written consent. He told you that. He admitted -- we don't know whether he had that conversation with Edith Horner. There is no evidence that he did. There's no record in the file that he got any kind of verbal consent.

But even if he did, he admitted to you that he never asked

her if he could charge rent. She never told him he could charge rent. And she certainly didn't give him written permission.

He also told you that he didn't income-qualify these tenants. He didn't submit these leases to the City. This is certainly not permissible in our affordable housing program, nor should it be.

(Document displayed)

MS. ROSENBLIT: And you saw this chart with all the roommates. You will have it back in the jury room. And so you can peruse it.

(Document displayed)

MS. ROSENBLIT: All right, I want to talk about a couple of distractions. One is this idea that the only way to define roommate is "rent-paying." This issue with terminology is a distraction. What you need to focus on is what he needed for his mental health.

And again, he communicated a need for companionship. And you know that roommates can come in all forms. He wasn't asking for a tenant. He was asking for a roommate for isolation and loneliness. So don't get distracted by this business about roommate versus guest. It doesn't matter.

We just talked about Edith Horner.

(Document displayed)

MS. ROSENBLIT: We mentioned earlier about

Dr. Ludwig's intent. And remember, she testified that at the time she wrote the letter, she had no opinion one way or the other whether his roommate needed to be paying rent. And she didn't even consider that.

(Document displayed)

MS. ROSENBLIT: They've also presented this theory -- I think Mr. Rice said that he was upset, that he wanted the City to be more responsive. The City wasn't responsive.

And I'm not going to go through each of these with you because there are so many, but you will have all of the communications and emails back in the jury room. But, there were a lot of emails back and forth between Mr. Rice and Cissy Yin and Maria Benjamin.

Every time he emailed, Ms. Yin responded promptly, the same day, the next day, a couple days later. She repeatedly gave him information about the program, explained the purpose of affordable housing, these possible exceptions that could apply, invited him to submit more documentation.

You heard him testify that he never did that. He never submitted another doctor's letter. Maybe a followup, supplemental letter from Dr. Ludwig to explain why he needed to charge rent. Maybe a letter from another doctor.

(Document displayed)

MS. ROSENBLIT: He asked for an extension of time. Cissy said: Sure, take more time.

He submitted his documents to cure the default. She let him know promptly that he had cured it. He didn't -- he was able to stay in his home.

(Document displayed)

MS. ROSENBLIT: And all of that is in November of 2017. And I'll just point out, too, one of those last emails on the screen, Ms. Yin emails Mr. Rice, invites him again to apply for financial hardship. And the very next day, he requests the selling price.

(Document displayed)

MS. ROSENBLIT: And then there's some communication with Ms. Benjamin in January. And sure, she missed, it seems, a couple of his calls around the MLK weekend, but she called him back. And they had a phone conversation, 20- to 30-minute call about his disability and his needs, where they brainstormed other options, where he became rude and irate and cursed at her. And that was the end of that conversation.

(Document displayed)

MS. ROSENBLIT: And I just want to be clear. The law does not require that there be a certain number of emails, that there be a face-to-face meeting, that there be a certain number of phone calls of a given length. What the law requires is only that the City provide a reasonable accommodation.

And where the information provided is clear about what the need is, and where it's clear that the request would not be

reasonable, that it would violate the fundamental purpose of the program, there is no need for more information.

(Document displayed)

MS. ROSENBLIT: So on this first claim of whether the City discriminated against Mr. Rice, I submit to you that the answer is no.

All right. Mr. Rice also brings a retaliation claim. So the second question on the verdict form is: Did the City unlawfully interfere with his rights in violation of Section 3617 of the Fair Housing Act?

So once again you will get a separate jury instruction that relates to this claim.

(Document displayed)

MS. ROSENBLIT: And plaintiff must prove by a preponderance of the evidence each of these elements: That there was a protected activity, the City took up an adverse action; critically, that the adverse action was because he requested an accommodation for his disability rather than a legitimate non-discriminatory reason, like compliance with program rules. And he has to show you injury.

(Document displayed)

MS. ROSENBLIT: So he has a couple theories here, under the retaliation claim. The first is that the City demanded that he terminate the lease.

And yes, MOHCD did ask him to terminate the lease that he

had with his then current roommate because it didn't comply with program rules. Because there was no record of any permission to do that and his contract required written permission. Because there was no record that he had been given a financial hardship exception. Because there was no record that this tenant had been income-qualified. That there was no record that there was a lease on file with the City that the City had approved.

You heard testimony from Ms. Gates-Anderson, Cissy Yin, Maria Benjamin, about what was required. And none of that had been done here.

So yes, he was asked to terminate that lease. But not because he wanted an accommodation. Because it didn't comply with the program rules. So this is not retaliation.

(Document displayed)

MS. ROSENBLIT: He has another theory, that the City delayed his refinancing. And yes, his refinancing went to compliance before it was approved. But it was approved. He told you, he got the loan. He got the lower interest rate. It was the same interest rate he asked for. And it was done timely.

And you also heard from Ms. Gates-Anderson that every request for refinance go through compliance. Because every time there's a refinance request and the City's going to agree to subordinate its loan, we have to ensure that the homeowner

is in compliance with the program rules. So that the City doesn't lose its affordable housing assets. To protect the integrity of the program, and to protect the units that we have in San Francisco, that they can continue to be sold to other affordable housing-qualified individuals.

(Document displayed)

MS. ROSENBLIT: And so here, you heard Ms. Gates-Anderson testify that she reviewed Mr. Rice's request to refinance, reviewed his tax returns, saw that he was renting the property 365 days a year. Saw that he had rental income on those tax returns. Looked in the file, didn't see anything to suggest that he had permission to do that. And so she sent it to compliance. She sent it to Cissy Yin, to take a look and figure out what was going on.

They promptly sent the action letter, asked him to take the necessary steps to terminate the lease, to submit that declaration saying that he wouldn't lease in the future. And as soon as he did that, he was in compliance again, and the refinancing went through. And he got that same interest rate.

So not only here is there a legitimate nondiscriminatory reason which was to ensure compliance with the program, integrity of the program, there's also no injury. Because again, he got the loan he was looking for.

(Document displayed)

MS. ROSENBLIT: All right. And the last theory is the

sale of the condo. There's no adverse action here. The City did not require Mr. Rice to sell his condo. In fact, you saw that there was this email that said he cured his default. He testified, admitted on the stand that he knew that he didn't have to sell his condo.

You heard from Maria and Cissy that he was not being forced to sell, that no enforcement action was taken at all. The City didn't try to recoup the money. The City didn't force him to sell his unit.

(Document displayed)

MS. ROSENBLIT: In fact, they approved the refinancing.

And there's a legitimate non-discriminatory reason here, because it was not necessary or reasonable.

And there was no injury. When he chose to sell his place, which was his choice, he sold it for the maximum sales price.

So remember, there's those caps on resale because it is affordable housing and he asked for the maximum sales price. The City gave him that number, and he was able to sell it at that level. That's a stipulated fact in the case. There is no dispute there.

(Document displayed)

MS. ROSENBLIT: So on the second claim of retaliation, I submit to you that the answer is no. The City did not retaliate against Mr. Rice because he asked for an

accommodation.

(Document displayed)

MS. ROSENBLIT: All right. So on the verdict form you then have Question No. 3. Question No. 3 asks (As read):

"Did you answer yes to either Question No. 1 or Question No. 2? Discrimination or retaliation?"

And I submit to you your answer should be no. I ask that you find a verdict for the City on both of those claims. I think the evidence supports that.

I think, after sitting through this trial for a few days, when you go back to deliberate, you will find that the City did not discriminate or retaliate against Mr. Rice.

But if you find otherwise, if you disagree with me, --

(Document displayed)

MS. ROSENBLIT: -- then you need to go to Question 4, Damages. So you only get to damages if you find he's proved his case beyond a preponderance of the evidence. And then you have to figure out if he has proven to you some amount of damages that he was harmed.

(Document displayed)

MS. ROSENBLIT: And I'll submit to you that he hasn't. In terms of selling his condo, again, that was his choice. He sold it for the maximum amount he could have sold it for. And he moved away. And in fact, he made a profit of more than

$100,000 in equity from the time he purchased to the time he sold.

He also wanted to leave San Francisco.

(Document displayed)

MS. ROSENBLIT: You saw evidence that over the years, he had repeatedly requested information on selling his place. Back in 2010 and 2011, because he wasn't happy with the HOA. All the way up to just before he sold, just before he asked for the accommodation in this case. He asked -- he got information on selling in May of 2017, August of 2017. And over the summer of 2017, he was working with a real estate agent.

The evidence shows that the City did not force him to sell. This was something he was already thinking about doing. And he had made that decision.

(Document displayed)

MS. ROSENBLIT: During closing argument his counsel argued that after he sold his place and the years since, he's never been able to achieve the same ability -- never had the ability to achieve the same stability he had as when he was here in San Francisco.

But I want you to consider the evidence that was presented about his time after he left San Francisco. He went back to Budapest where he had an apartment for a year, and traveled extensively in Europe. Came back and forth to the U.S. Went to Lima, Peru; Buenos Aires. He then moved to Austin where he

bought a home in Buda, Texas, which he later sold. And he testified that he's since bought another home in Austin.

And you can consider his credibility, and weigh that testimony, and decide for yourselves whether you think he's been able to move on with his life, achieve stability, and enjoy life.

(Document displayed)

MS. ROSENBLIT: All right. If you find that he's proved his case but you don't find damages, zero dollars for damages, then you get to this last question of nominal damages. Nominal damages are a dollar. It says that he proved his case, but he hasn't proven a monetary amount.

I just want you to remember that he has to prove his claims by a preponderance of the evidence before you would ever get to this.

And I want to remind you, again, that this case is not about whether Mr. Rice has a disability. We don't dispute that he does. And if you feel a little sympathetic to Mr. Rice, that's okay. But the jury instructions are clear. You are to set aside your personal likes or dislikes, you are to set aside sympathy, and you are to apply the law to the facts of the case.

And the law here requires reasonable accommodations when they're necessary. And the evidence shows that charging rent was not necessary for his mental health. And it wouldn't have

been reasonable. Even if he could prove it was necessary it wouldn't be reasonable, because it fundamentally changes the nature of affordable housing. Because affordable housing is to provide housing. It is not to provide income. And his BMR unit is not to be income property.

Thank you for your time. You guys have been very diligent and patient, and we really appreciate your time, and ask that you find for the Mayor's Office of Housing and Community Development and our client, Maria Benjamin.

Thank you.

THE COURT: Okay. Rebuttal.

MS. JIAM: Your Honor, can I have five minutes?

THE COURT: Okay. Take a five-minute break.

(Jury excused)

(Off-the-Record discussion)

(Recess taken from 11:59 a.m. to 12:06 p.m.)

(The following proceedings were held in the presence of the Jury)

THE COURT: Everyone may be seated.

Final round. You may proceed with your rebuttal closing.

(Document displayed)

REBUTTAL ARGUMENT

BY MS. JIAM

I want to just hit a couple of quick points before you go off and do your deliberations.

Now, I think there's been a little bit of confusion on this case, so I want to make it very clear before we start getting off into the distinctions between the contract requirements and all of those things, because this case is not a contract case. This case is a Fair Housing Act case.

And so when the City says things like: Well, he never got written permission, or he never qualified for financial hardship, or he never got that temporary relocation requirement, those are internal policies and procedures for the City. And that's not what's required by the law.

(Document displayed)

MS. JIAM: The purpose of the Fair Housing Act is to allow people to ask for exceptions from the rules, policies and procedures of a provider, so that they can have an equal opportunity to enjoy their dwelling.

Now, the City also provided a little bit of argument about Dr. Lines. They said that Dr. Lines isn't credible because he calls his patients "clients"; he, you know, didn't review all of these materials from this case. But Dr. Lines provided an independent opinion.

That's why he didn't review complaints or materials that the plaintiff, Mr. Rice, submitted for this case. Because he independently determined through the PAI test and through his own six-hour discussion with Mr. Rice about whether or not Mr. Rice had a disability and whether or not, based on that

disability, he needed a roommate.

Now, let's look at Dr. Lynch. Dr. Lynch is a career expert. He works in a different field. He studies brain injury. Eighty percent of the cases that he does are defense cases. And he has extensive history of work with the City. And let's look at his fees. He charges $320 per hour for testing, $500 per hour for legal conferences, and $750 per hour for depositions.

If we're going to talk about a credibility determination between the experts, look at their credentials. And ask yourself: Which one would have provided a more independent opinion? And which one, based on their analysis of Mr. Rice, had the information that he needed to make a determination as to whether Mr. Rice's request for a roommate was a disability-related need?

(Document displayed)

MS. JIAM: Now, the City's case hinges on you finding that Mr. Rice is lying. The City's asking you to conclude that Mr. Rice lied about the basis of his disability-related needs to make money.

And let's look at each of the arguments that they're saying that Mr. Rice lied about, under oath, on the stand.

They're saying that when Mr. Rice asked for a roommate, he didn't mean a roommate, charging rent. He meant -- he didn't mean -- he meant a guest. And Mr. Rice didn't need to charge

rent. He just needed a companion. He wanted to use this property, generate income.

But Dr. Ludwig's testimony about what she meant in her letter, that's irrelevant. That he never tried to have a roommate to not pay rent. That if you do it for one person -- if the City -- if MOHCD does it for one person, for Mr. Rice, they have to do it for everyone.

Do you believe that Mr. Rice was sleeping on the couch for all those years? Do you believe that he actually wanted to stay in San Francisco? Do you believe that he actually spoke to Ms. Horner? The City says he just wanted to charge rent for travel. He was doing just fine after he left his unit.

I don't have the time to go through every single fact, but I'll point out a few with you.

Does it make sense that Mr. Rice would ask the City for permission to have a guest, when he doesn't actually need the City's permission to have one?

You heard the testimony from Ms. Benjamin yesterday. LEP homeowners do not need permission from the City to have a guest. So why would he ask for that? Why would he submit a note from his doctor asking for that?

What's another one? Oh, Mr. Rice didn't need to charge rent; he needed a companion. But Mr. Rice just told you on the stand that a companion wouldn't work. You heard it from Dr. Lines; you heard it from Dr. Ludwig. And their response

about Dr. Ludwig is: Well, don't listen to the things that she's telling you now; just look at that one sentence in her letter.

Dr. Ludwig understood what I think all of us understand, what a roommate means. It's the normal term for a roommate. It's a roommate who pays rent.

And he also said: Well, Allison never tried -- Mr. Rice never tried to have a roommate not pay rent. That's not true. Mr. Rice testified on the stand, he did. In the beginning, he had someone who didn't pay rent. It didn't work out.

And the last roommate he had, he offered: Hey, maybe you can stay with me for free. And she didn't even want it. He has tried to have a roommate, and he has tried to have a guest. And a guest doesn't work.

Do you believe that he was sleeping on the couch for all those years? Mr. Rice testified, under oath, that he did.

Do you believe that he -- he never wanted to leave -- he wanted to leave San Francisco? Well, now, they point to some statements that Mr. Rice made to the City, talking about instances where he considered selling his unit. But he never did. He was there for 13 and a half years. And he stayed.

And it wasn't until he had this interaction with the City, when he asked for a roommate, and they denied his request, and they ignored him for months that he said: Fine. I'm out. I can't live like this. I need this for my mental disability.

They also said there is no evidence in the record that he ever spoke to Edith Horner. Of course, there is. He sent emails. He forwarded emails to the City saying, and cc'ing Edith Horner: Hey, I got permission from Ms. Horner.

If he didn't have permission from Ms. Horner, why would he cc her? Why would he say: Hey, this is the person who gave me oral permission to have a roommate; can you just confirm that I can have it in written permission?

And they said he's doing just fine. Now, I don't know if you recall this, but Dr. Lines performed that PAI test, and he showed those clinical scales up on the screen. And Mr. Rice, he had a suicidal ideation scale showing that 99.5 percent more than any other average person who would take those tests, he was in that highest percentile. He was so high that that's why Dr. Lines had to test him, to see if he was at that point having suicidal ideation thoughts.

You can go to Europe to try to relax after you've lost your home, you can have these moments of a little bit of levity, and that doesn't mean that just because you have one good day, that you haven't lost your home. You haven't lost the brief period of stability, of mental health progression that you gained when you were at 200 Brannan. You can have a good day. And a depressed person can have a good day. And he can also go and try to travel to try to improve his mental health. That doesn't mean that he didn't suffer.

I want you to look at the evidence and ask yourself: Would a dishonest man self-report? Would a dishonest man, after finding out he didn't have written permission, try to do it the right way?

Mr. Rice has gone through some very difficult things. But every step of the way, he's tried to do it right. Not just for his personal life, but for his mental health. And you've heard testimony from his own doctor that she didn't think that he would ever exaggerate something to try to get something for the sake of his disability. She thinks that he is an honest man.

And you heard Ms. Yin testify on the stand, when he told her that he got permission from Ms. Horner, he thought that -- she thought that he was being honest.

The City's entire case hinges on you finding that this man who struggles with a very severe illness is a liar. And I would submit to you that when you take a look at the evidence, and you think about what you've heard on the stand, that he's not.

Now, when you return to the jury room to deliberate, you have a verdict form. You've seen it. Ms. Rosenblit put it up on the screen. She showed you some of the questions.

If you find for Mr. Rice and you find that either the City violated his rights under 3604 because they denied his reasonable accommodation, or 3617 because they interfered with his rights, then you have to come up with a number. Damages.

We're not going to give you a number. That's up to you, as the jury, to decide.

But as you're thinking about what is the appropriate number to award Mr. Rice for this case, I want you to think about why Mr. Rice explained that this case is so important to him.

He explained that he lost a home, the only home, and the first home that he feels that he had the most stable life for 13 and a half years. He had to leave a city that he's called his home for over 39 years. And all of the progress that he made to become more stable, to lessen his depression, to lessen his anxiety, he's lost that.

What is that worth to you? And what is that worth to you to lose at this point of your life? This case means everything to Mr. Rice. And it would have cost the City nothing to say yes.

Thank you.

THE COURT: Okay. Thank you. That concludes argument. And I'm going to now read the jury instructions which I've previewed to you in the tedious process. You will have copies so listen but be reassured that you will each have your own copy of the instructions which gives you the law. Some of the instructions will be familiar because I gave you and let you keep the preliminary instructions and those instructions are the same, at closing, too.

So some of them will be familiar. Some of them will also be procedural instructions about how you deliberate and others will be the instructions that tell you what the law is, and that the lawyers previewed for you by putting up some of their slides during their presentations.

But so that we have a clear record, I am going to read them. I'm going to try to read them jot for jot, which is a little -- it's -- it's boring, can be boring, despite my efforts to deliver them accessibly, but I try to be super precise to help the court reporter. And that way, she has a backup copy in front of her. And it makes it easier for her. So that explains the process.

JURY INSTRUCTIONS

BY THE COURT

1.4, Duty of the Jury.

Members of the jury, now that you have heard all of the evidence and the arguments of the attorneys, it is my duty to instruct you on the law that applies to this case. Each of you has received a copy of these instructions and the verdict form that you may take with you to the jury room to consult during your deliberations.

It is your duty to find the facts from all the evidence in the case. To those facts you will apply the law as I give it to you. You must follow the law as I give it to you whether you agree with it or not. And you must not be influenced by

any personal likes or dislikes, opinions, prejudices or sympathy. That means that you must decide the case solely on the evidence before you. You will recall that you took an oath to do so.

Please do not read into these instructions or anything that I may say or do or have said or done that I have an opinion regarding the evidence or what your verdict should be.

1.6. Burden of proof, Preponderance of the Evidence.

When a party has the burden of proving any claim by a preponderance of the evidence, it means you must be persuaded by the evidence that the claim or affirmative defense is more probably true than not true.

You should base your decision on all of the evidence, regardless of which party presented it.

Take a break just for a second.

Okay, 1 .9. What is Evidence.

The evidence you are to consider in deciding what the facts are consists of:

1. The sworn testimony of any witness;

2. The exhibits that are admitted into evidence;

3. Any facts to which the lawyers have agreed, and

4. Any facts that I may instruct you to accept as proved.

1.10, What is Not Evidence.

In reaching your verdict, you may consider only the testimony and exhibits received into evidence. Certain things

are not evidence, and you may not consider them in deciding what the facts are. I will list them for you:

1. Arguments and statements by lawyers are not evidence. The lawyers are not witnesses. What they may say in their opening statements, closing arguments, and at other times is intended to help you interpret the evidence, but it is not evidence. If the facts as you remember them differ from the way the lawyers have stated them, your memory of them controls.

2. Questions and objections by lawyers are not evidence. Attorneys have a duty to their clients to object when they believe a question is improper under the rules of evidence. You should not be influenced by the objection or by the Court's ruling on it.

3. Testimony that is excluded or stricken, or that you have been instructed to disregard, is not evidence and must not be considered. In addition, some evidence may be received only for a limited purpose; when I instruct you to consider certain evidence only for a limited purpose, you must do so, and you may not consider that evidence for any other purpose.

4. Anything you may see or hear when the Court was not in session is not evidence. You are to decide the case solely on the evidence received at the trial.

1.11. Evidence for a Limited Purpose.

Some evidence may be admitted only for a limited purpose.

When I instruct you that an item of evidence has been

admitted only for a limited purpose, you must consider it only for that limited purpose and not for any other purpose.

1.12. Direct and Circumstantial Evidence.

Evidence may be direct or circumstantial. Direct evidence is direct proof of a fact, such as testimony by a witness about what that witness personally saw or heard or did. Circumstantial evidence is proof of one or more facts from which you could find another fact. You should consider both kinds of evidence. The law makes no distinction between the weight to be given to either direct or circumstantial evidence. It is for you to decide how much weight to give to any evidence.

By way of example, if you wake up in the morning and see that the sidewalk is wet, you may find from that fact that it rained during the night. However, other evidence, such as a turned-on garden hose, may provide a different explanation for the presence of water on the sidewalk. Therefore, before you decide that a fact has been proved by circumstantial evidence, you must consider all the evidence in the light of reason, experience, and common sense.

1.13. Ruling on Objections.

There are rules of evidence that control what can be received into evidence. When a lawyer asks a question or offers an exhibit into evidence and a lawyer on the other side thinks that it is not permitted by the rules of evidence, that

lawyer may object. If I overrule the objection, the question may be answered, or the exhibit received. If I sustain the objection, the question cannot be answered, and the exhibit cannot be received. Whenever I sustain an objection to a question, you must ignore the question and must not guess what the answer might have been.

Sometimes I may order that evidence be stricken from the record and that you disregard or ignore that evidence. That means when you are deciding the case, you must not consider the stricken evidence for any purpose.

1.14. Credibility of Witnesses.

In deciding the facts in this case, you may have to decide which testimony to believe and which testimony not to believe. You may believe everything a witness says, or part of it, or none of it.

In considering the testimony of any witness, you may take into account:

1. The opportunity and ability of the witness to see or hear or know the things testified to;

2. The witness's memory;

3. The witness's manner while testifying;

4. The witness's interest in the outcome of the case, if any;

5. The witness's bias or prejudice, if any;

6. Whether other evidence contradicted the witness's

testimony;

7. The reasonableness of the witness's testimony in light of all the evidence; and

8. Any other factors that bear on believability.

Sometimes a witness may say something that is not consistent with something else he or she said. Sometimes different witnesses will give different versions of what happened. People often forget things or make mistakes in what they remember. Also, two people may see the same event but remember it differently. You may consider these differences, but do not decide that testimony is untrue just because it differs from other testimony.

However, if you decide that a witness has deliberately testified untruthfully about something important, you may choose not to believe anything that witness said. On the other hand, if you think the witness testified untruthfully about some things but told the truth about others, you may accept the part you think is true and ignore the rest.

The weight of the evidence as to a fact does not necessarily depend on the number of witnesses who testify. What is important is how believable the witnesses were, and how much weight you think their testimony deserves.

1.16. Publicity During Trial.

If there is any news media account or commentary about the case, or anything to do with it, you must ignore it. You must

not read, watch, or listen to any news media account or commentary about the case or anything to do with it. The case must be decided by you solely and exclusively on the evidence that will be received in the case and on my instructions as to the law that applies. If any juror is exposed to any outside information please notify me immediately.

1.17. No Transcript Available to the Jury.

During deliberations you will not have a transcript of the trial testimony.

1.18. Taking Notes.

Whether or not you took notes, you should rely on your own memory of the evidence. Notes are only to assist your memory. You should not be overly influenced by your notes or those of other jurors.

1.20. Bench Conferences and Recesses.

From time to time during the trial, it became necessary for me to talk with the attorneys out of the hearing of the jury, either by having a conference at the bench when the jury was present in the courtroom, or by calling a recess. Please understand that while you were waiting, we were working. The purpose of these conferences is not to keep relevant information from you, but to decide how certain evidence is to be treated under the rules of evidence and to avoid confusion and error.

Of course we have done what we could to keep the number

and length of these conferences to a minimum, and to not always grant an attorney's request for a conference. Do not consider my granting or denying a request for a conference as any indication of my opinion of the case or what your verdict should be.

2.2. Stipulations of Fact.

The parties have agreed to certain facts placed in evidence as an exhibit, and read to you. You must therefore treat these facts as having been proved.

Judicial Notice.

I don't know that we really need the judicial notice because there was technically a website that I think we weren't objecting as to foundation and you are allowed to take judicial notice of material and agency websites and so I left it in. But I'll read it but -- either way. We mostly worked out the evidentiary objections as I'm sure the jury appreciated. It was a very collaborative process and I do thank the lawyers for working together so well. But, since it's on the instructions rather than reprint them:

When the Court decides to accept as proved a fact -- I mentioned an agency website -- you must accept this fact as true. It's basically an authenticity thing. It came from an agency website. One piece of evidence is an agency document.

2.9. Impeachment Evidence, Witness.

The evidence that a witness gave an inconsistent statement

under oath on a prior occasion may be considered, along with all other evidence, in deciding whether or not to believe the witness and how much weight to give the testimony of the witness and for no other purpose.

2.11. Use of Interrogatories.

Evidence was -- did we do 'rogs?

MS. JIAM: (Nods head)

THE COURT: And we did admissions too. Okay.

MS. JIAM: Not --

THE COURT: Not admissions. Well, these are discovery tools.

Evidence was presented to you in the form of answers of one of the parties to written interrogatories submitted by the other side. These answers are given in writing and under oath before the trial in response to questions that were submitted under established court procedures. You should consider the answers, insofar as possible, in the same way as if they were made from the witness stand.

2.13. Expert Opinion.

You have heard testimony from experts who testified about their opinions and the reasons for those opinions. This opinion testimony is allowed because of the specialized knowledge, skill, experience, training or education of this witness. Such opinion testimony should be judged like any other testimony. You may accept it or reject it, and give it

as much weight as you think it deserves, considering the witness's specialized knowledge, skill, experience, training or education, the reasons given for the opinion, and all the other evidence in the case.

2.14. Charts and Summaries Not Received in Evidence.

Certain charts and summaries not admitted into evidence have been shown to you in order to help explain the contents of books, records, documents, or other evidence in the case. Charts and summaries are only as good as the underlying evidence that supports them. You should therefore give them only such weight as you think the underlying evidence deserves.

2.15. Charts and Summaries in Evidence.

Certain charts and summaries have been admitted into evidence to illustrate information brought out in the trial. Charts and summaries are only as good as the testimony or other admitted evidence that supports them. You should therefore give them only such weight as you think the underlying evidence deserves.

2.16. Evidence in Electronic Format.

Those exhibits received in evidence that are capable of being displayed electronically will be provided to you in that form, and you will be able to view them in the jury room. A computer, and other equipment, projector, printer and accessory equipment will be available to you in the jury room. A court technician will show you how to operate the computer and other

equipment, how to locate and view the exhibits on the commuter and how to print the exhibits.

I'll just add here, I'll deviate -- I'll say it in a second.

You will also be provided with a paper list of all exhibits received in evidence. You may request a paper copy of any exhibit received in evidence by sending a note through the clerk. And that will be Karen today, and Rose tomorrow.

If you need additional equipment or supplies or if you have questions about how to operate the computer or other equipment, you may send a note to the clerk, signed by your foreperson or by one or more members of the jury. Do not refer to or discuss any exhibits you were attempting to view.

If a technical problem or question requires hands-on maintenance or instruction, a court technician may enter the jury room with a clerk present for the sole purpose of assuring that the only matter that is discussed is the technical problem. When the court technician or any non-juror is in the jury room, the jury shall not deliberate. No juror may say anything to the court technician or any non-juror other than to describe the technical problem or to seek information about operation of the equipment. Do not discuss any exhibit or any aspect of the case.

The sole purpose of providing the computer in the jury room is to enable jurors to view the exhibits received in

evidence in this case. You may not use the computer for any other purpose. At my direction technicians have taken steps to ensure that the computer does not permit access to the internet or any -- to any outside website, database, directory, game or other material. Do not attempt to alter the computer to obtain access to such materials.

If you discover that the computer provides or allows access to such materials, you must inform the Court immediately and refrain from viewing such materials. Do not remove the computer or any electronic data from the jury room and do not copy any such data.

All right. Now we are going on to the substantive, the legal instructions.

So 1.5 is Claims and Defenses.

We did this at the beginning, but I'm going to repeat it.

To help you follow the evidence I will give you a brief summary of the positions of the parties. The plaintiff Allison Rice brings this lawsuit against the defendant City and County of San Francisco. Mr. Rice brings two claims against the City under the Fair Housing Act. First he contends that he had a disability-related need for a rent-paying roommate and that the City discriminated against him on the basis of his disability by denying that request. He alleges his request was reasonable because it would not fundamentally change the nature of the City's affordable housing program or cause undue administrative

and financial burdens.

Second, Mr. Rice claims that the City unlawfully interfered with his rights under the Fair Housing Act by requiring him to terminate his lease with his then rent-paying roommate and by holding up his effort to refinance until he complied with the terms of his affordable housing agreement.

The defendant, the City and County of San Francisco, denies those claims. The City asserts that it reasonably accommodated Mr. Rice's request by allowing him a non-rent-paying roommate. The City also asserts that Mr. Rice did not have a medical need to charge rent and his request to charge rent was not reasonable. The City also contends that Mr. Rice's request to charge rent in his below-market-rate condominium would fundamentally change the nature of the City's affordable housing program and create undue administrative and financial burdens for the City.

Finally, the City denies retaliating against Mr. Rice and asserts that it had legitimate, non-discriminatory reasons for its action.

Fair Housing Act, Introductory Instruction.

The plaintiff, Allison Rice, brings his claims under the Federal Statutes 42 U.S.C. Sections 3604 and 3617, known as the Fair Housing Act. The Fair Housing Act prohibits housing discrimination against disabled persons based upon their disability. The plaintiff has two claims under the Fair

Housing Act: (1), a claim that the City failed to accommodate the plaintiff under 42 U.S.C. Section 3604, and (2), a claim that the City unlawfully interfered with his rights under 42 U.S.C. Section 3617.

So Fair Housing Act, 42 U.S.C. Section 3604, Elements and Burden of Proof.

To prevail on his claim that the City discriminated against him by failing to make a reasonable accommodation under 42 U.S.C. Section 3604, plaintiff Allison Rice must prove by a preponderance of the evidence that:

1. He is a person with a disability, as defined by the Fair Housing Act;

2. The City knew or should reasonably be expected to know that Mr. Rice had a disability;

3. The accommodation that Mr. Rice requested is necessary to afford him an equal opportunity to use and enjoy his condominium;

4. The accommodation is reasonable; and

5. The City refused to make the reasonable requested accommodation.

The parties agree that Element 1 has been satisfied. I instruct you that Mr. Rice is a person with a disability, as defined in the Fair Housing Act.

To prove that an accommodation is necessary, the plaintiff must show that but for the accommodation, he likely will be

denied an equal opportunity to enjoy the housing of his choice.

To prove that an accommodation is reasonable, the plaintiff must show that it does not impose any fundamental alteration in the nature of the program or undue financial or administrative burdens.

If you find that the plaintiff has proven each of these elements by a preponderance of the evidence, your verdict should be for the plaintiff on this claim. If, on the other hand, you find that the plaintiff has failed to prove one or more of these elements, your verdict should be for the City on this claim.

Fair Housing Act, 42 U.S.C. Section 3617, Elements and Burden of Proof.

To prove that the City unlawfully interfered with his rights under 42 U.S.C. Section 3617, plaintiff Allison Rice must prove by a preponderance of the evidence that:

1. He engaged in a protected activity;

2. The City took an adverse action against the plaintiff.

3. The adverse action was because of the plaintiff's protected activity rather than a legitimate, nondiscriminatory reason; and

4. The plaintiff suffered injury as a result.

The parties agree that Element 1 is satisfied. I instruct you that Mr. Rice engaged in a protected activity.

If you find that the plaintiff has proven each of these

elements by a preponderance of the evidence, your verdict should be for the plaintiff on this claim. If, on the other hand, you find that the plaintiff has failed to prove one or more of these elements, your verdict should be for the City on this claim.

Evidence Regarding the ADA.

You have seen and heard evidence that mentions the Americans Disability Act also known as the ADA. You are not being asked to determine any claims under the ADA but that evidence was presented to you because it may also be relevant to Mr. Rice's Fair Housing Act claim for instance, because both the ADA and FHA provide for reasonable accommodation. Thus, do not disregard evidence simply because it mentions the ADA.

5.1 and 5.2, Damages. Proof and Measures.

It is the duty of the Court to instruct you about the measure of damages. By instructing you on damages, the Court does not mean to suggest for which party your verdict should be rendered.

If you find for the plaintiff Mr. Rice on one or both of his claims for violations of the Fair Housing Act, then you must determine his damages against the City and County of San Francisco.

Mr. Rice has the burden of proving damages by a preponderance of the evidence. Damages means the amount of money that will reasonably and fairly compensate Mr. Rice for

any injury you find was caused by the defendant.

You should consider the following:

1. The nature and extent of the injuries;

2. The loss of enjoyment of life experienced and that with reasonable probability will be experienced in the future; and

3. The mental, physical and emotional pain and suffering experienced and that with reasonable probability will be experienced in the future.

It is for you to determine what damages, if any, have been proved.

Your award must be based upon evidence and not upon speculation, guesswork, or conjecture.

5.6. Nominal Damages.

The law that applies to this case authorizes an award of nominal damages. If you find for Mr. Rice but you find that he has failed to prove damages as defined in these instructions, then you must award nominal damages. Nominal damages may not exceed one dollar.

5.3. Mitigation of Damages.

The plaintiff has a duty to use reasonable efforts to mitigate damages. To mitigate -- oh. Do we want the mitigation instruction?

MS. ROSENBLIT: I don't think we need it, Your Honor.

THE COURT: Okay, so I'm probably going to do a quick

-- we'll skip the mitigation -- I'm going to do a quick rerun before giving, Karen, the jury the packets, because I'm going to just -- you can hand that back to me, and I'll bring it back to you.

(Document handed up to the Court)

THE COURT: Great. There will be a slight delay while I take out that instruction. So let me... Oops, sorry.

And while we're on it, do we happen to know the exhibit number for the stipulation?

THE COURTROOM DEPUTY: 434.

MR. ROLLAN: 434.

THE COURT: 434. I'll add that in, too.

All right. 3.1. Now we're on -- those are the substantive instructions, and now we're on to the final things.

Duty to -- 3.1, Duty to Deliberate.

Before you begin your deliberations, elect one member of the jury as your presiding juror. The presiding juror will preside over the deliberations and serve as the spokesperson for the jury in court.

You shall diligently strive to reach agreement with all of the other jurors, if you can do so. Your verdict must be unanimous.

Each of you must decide the case for yourself, but you should do so only after you have considered all of the evidence, discussed it fully with the other jurors, and

listened to their views.

It is important that you attempt to reach a unanimous verdict, but, of course, only if each of you can do so after having made your own conscientious decision.

Do not be unwilling to change your mind if the discussion persuades you that you should. But do not come to a decision simply because other jurors think it is right or change an honest belief about the weight and effect of the evidence simply to reach a verdict.

3.2. Consideration of Evidence, Conduct of the Jury.

Because you must base your verdict only on the evidence received in the case and on these instructions, I remind you that you must not be exposed to any other information about the case or to the issues it involves except for discussing the case with your fellow jurors during deliberations:

Do not communicate with anyone in any way and do not let anyone else communicate with you in any way about the merits of the case or anything to do with it. This includes discussing the case in person, in writing, by phone, tablet, computer, or any other means, via email, via text messaging, or any internet chatroom, blog, website or application, including but not limited to Facebook, YouTube, Twitter, Instagram, LinkedIn, Snapchat, TikTok or any other form of social media. This applies to communicating with your family members, your employer -- I'm sorry. I would be very disappointed if you

decided to communicate about this case via TikTok during deliberations.

(Laughter)

THE COURT: It's fine. When I read these instructions, they're pattern instructions. And it's -- it's a lot. Okay.

This applies to your communicating with your family members, your employer, the media or press or the people -- and the people involved in the trial.

If you are asked or approached in any way about your jury service or anything about this case, you must respond that you've been ordered not to discuss the matter, and to report the contact to the Court.

Do not read, watch, or listen to any news or media accounts or commentary about the case or anything to do with it, although I have no information that there will be news reports about this case. Do not do any research, such as consulting dictionaries, searching the internet or using other reference materials, and do not make any investigation or in any other way try to learn about the case on your own. Do.

Not visit or view any place discussed in this case, and do not use internet programs or other devices to search for or view any place discussed during the trial. Also, do not do any research about this case, the law, or the people involved -- including the parties, the witnesses, or the lawyers -- until

you have been excused as jurors. If you happen to read or hear anything touching on this case in the media, turn away and report it to me as soon as possible.

These rules protect each parties' right to have this case decided only on evidence that has been presented here in court. Witnesses here in court take an oath to tell the truth and the accuracy of their testimony is tested through the trial process.

If you do any research or investigation outside the courtroom, or gain any information through improper communication, then your verdict may be influenced by inaccurate, incomplete or misleading information that has not been tested by the trial process.

Each of the parties is entitled to a fair trial by an impartial jury. And if you decide the case based on information not presented in court, you will have denied the parties a fair trial.

Remember, you have taken an oath to follow the rules, and it is very important that you follow these rules. A jury who violates these restrictions jeopardizes the fairness of these proceedings and a mistrial could result that would require the entire trial process to start over. If any juror is exposed to any outside information, please notify the Court immediately.

3.3. Communications, Communication with the Court.

If it becomes necessary during your deliberations to

communicate with me, you may send a note through the clerk signed by any one or more of you. No member of the jury should ever attempt to communicate with me except by a signed writing. I will not communicate with any member of the jury on anything concerning the case except in writing or here in open court.

If you send out a question, I will consult with the lawyers before answering it, which may take some time. You may continue your deliberations while waiting for the answer to any question.

Remember, you are not to tell anyone, including the Court, how the jury stands, whether in terms of vote count or otherwise, until after you reached a unanimous verdict or have been discharged.

3.5. Return of Verdict.

A verdict form has been prepared for you. After you have reached unanimous agreement on a verdict, your presiding juror should complete the verdict form according to your deliberations, sign and date it and advise the clerk that you are ready to return to the courtroom.

Okay. So those are the instructions. First order of business is -- so that's everything here. I'll just give you a few more small things.

One, I'm going to quickly run down the hall, update the instructions, refile them, make copies. And while I'm doing that you will go back in the room, you will pick a foreperson

and you will also decide what your schedule is, that's the key thing, because we need to know when you want to be here, and when you're not going to be here.

Your time is now your own. You should stay at least until 4:00, but you can stay as long as you want.

You can take lunch when you want. You can take 45 minutes, and decide you want to take 45 minutes and eat your lunch and not do anything. We just need to know. The lawyers may want to grab a snack; they need to stay in close proximity.

So if you could decide who is going to be your foreperson, and even faster than that, tell us what your schedule is going to be. You can just tell Karen, and she will come back and tell us. It's pretty informal. Karen is here to help, as will Rose, if your deliberations continue until tomorrow.

And just so you know, I'm -- there is a new question form that I guess I can probably give -- is that in this packet too?

THE COURTROOM DEPUTY: The notes?

THE COURT: You'll get the original -- perfect.

So you can take those back. Right now we have got the original verdict form and the new question form, and Karen will take you back in the jury room and give you those.

I will -- each of you will have a copy -- your own -- the verdict form's handy to follow the instructions, have the substantive instructions that I went through, the verdict form is much more of a summary. You will each have a copy of the

substantive instructions so you can kind of follow along with the checklist that's really the form.

So that's the process and I'll get you that second bit as soon as I take out the instruction, there are two instructions that we left in tentatively and then we decided we didn't need them and it will take me approximately five minutes to update, file and photocopy. So, until -- so the Court's in recess, and we will look forward to hearing your schedule.

I ask the lawyers to stay here until you get back, and we will kind of work out together what we are going to do from a schedule perspective.

Thanks, everybody.

Anything else, Karen, administratively?

THE COURTROOM DEPUTY: No.

THE COURT: Thanks for your close attention.

(Jury excused)

(Off-the-Record discussion)

(Recess taken from 12:52 p.m. to 1:08 p.m.)

(The following proceedings were held outside of the presence of the Jury)

THE COURT: Now we are on the record. Yeah. I've got a big day. So, so, did we lose the client?

MS. JIAM: He's in the witness room. I can go get him.

THE COURT: Why don't you go get him.

MS. JIAM: Okay.

MS. ROSENBLIT: Our client is also in the witness room, but I don't think you need her.

THE COURT: No, I don't, I really don't need --

MS. ROSENBLIT: Okay.

THE COURT: I just think it's Mr. Rice's case, and he should be here whenever we are on the record. For a bunch of process-related reasons.

MS. JIAM: Yes.

MS. ROSENBLIT: Yeah.

THE COURT: And I really appreciate -- we're not on the record.

(Off-the-Record discussion)

(Plaintiff Rice entered the courtroom)

THE COURT: All right, we'll go on the record.

Hi, I just wanted to thank everybody for doing such a good job in trial, and, and just to say, um, I mean, I really did enjoy, like, hearing more about your case, Mr. Rice, hearing about the affordable housing program and seeing the lawyers and the good work that they did in court. Really appreciate it.

The system is improved every time we come to court and try a case, it really is. It's a little different from my seat in the house, Mr. Rice, than it is from your seat in the house, and I know that.

And this sounds very hokey, but I really do love the

Northern District of California and the people, that we have such good colleagues who got along in the case, worked out their stuff, did an incredible job putting it in. And sort of did us all proud, right?

And my externs who have never seen a trial before, one of them said: Made me feel better about being a lawyer, it's a lot more reasonable. You can be a decent person.

And of course, you guys are incredibly decent human beings. And seems a little silly to say that, but people don't know it. And in an era when people don't trust their systems -- and, Mr. Rice, you're not alone in having a healthy distrust of systems. And I'll tell you there's just, you know, that is -- people don't trust their government, they don't trust any institutions. And yet, the court is such a spectacular system.

Judge Jensen on his very last day, retirement, he told a story about -- he was an incredible guy, by the way, if you ever -- Lowell Jensen. He had six lines in his CV. Every job, a job you'd kill for. And, was *noblesse oblige* personified.

But he told this story. When he was District Attorney of Alameda, a prosecutor from Australia visited. And he sent him off to watch a sentencing. And the guy came back and he said -- Judge Jensen asked: What did you think?

And he said, "Well, it's crazy, but it works." And, and, and he said, and because it relies on -- I can't remember exact

line, you know, they sort of -- good intention, "right-minded men," I think. And so Judge Jensen changed it and said "right-minded people." At his induction he said the system works because it depends on right-minded people's participation. "People of good will" actually I think is what Judge Jensen said. And that's true.

For those of us who work here, we know it to be true. And it is pretty great to have that experience. One of the problems is we spend such a little amount of time together that we develop this mistrust of each other. And it doesn't have to be that way. We actually are part of a community. You guys know I do the collaborative courts. And I think it's not us and them, it's just us. It's just us.

And then I wanted to say something, you know, what Judge James said. She used to say a bunch of things. She used to say -- and I copied them. She used to say: The bummer about litigation is somebody wins and somebody loses, and somebody else decides. And it is what it is.

I don't think, as a lawyer, I ever felt anything other than ill after I got a verdict. You may not know this about me, but I was a federal prosecutor. Actually, once I got on to the big white-collar cases, I must say I felt a little bit better about it. Because I was tilting against institutionalized corruption. And I quite enjoyed that.

But a lot of times, Judge James used to say, you know,

we're in the misery business. No one comes to see us in a happy place. My little joke to that is: Except for the patent lawyers. They come with baseball bats out, swinging for the knees.

But I just wanted to say, you know, I wanted to acknowledge that. You know a lot of what we do, I think we have a mediation component of our practice, and that makes it a little happier sometimes.

And I know that someone's going to come out of this litigation with not a result that you wanted, but I just wanted to say that, you know, to kind of pull all of those thoughts together, it's so important that you stood up and said something. It's so important for us to come to court and talk about what happened. The whole courthouse is improved by every trial. So I follow all of them in the court, because I get a little feed every week with the verdicts, so I really do pay attention to everything.

But I just wanted to say that before we come back with a verdict, just to say how much I appreciate everybody's hard work, including Mr. Rice putting his case together in the first place. You would have a fine career as a lawyer, if you wanted to start over.

THE PLAINTIFF: Your Honor, if I may, I would like to say two brief things.

THE COURT: Yes.

THE PLAINTIFF: As you know, I represented myself at the beginning. It was a lot -- you know, I had to do a lot to go from essentially zero to --

THE COURT: To the Ninth Circuit.

THE PLAINTIFF: -- an understanding of what's going on. And there was something in particular that I got out of that.

Doing that, my perspective, understanding and appreciation -- I might cry -- of the people that work in our legal system, yourself, all these attorneys. It's incredible work that you do. And, and the staff people (Indicating), it's incredible. I had little to no insight to just how incredible it all is.

And all of you, in my opinion, you know, deserve a tip of the hat (Indicating), that sort of thing. It's fantastic.

The second thing I would like to say is I did my best. And I'm confident that everybody here, them (Indicating), you, all the people, we all did our best.

It's in the hands of the jury now. They will make the decision they make. I'm prepared to live with whatever that decision is. I expect or suspect that everybody else is prepared to live with that decision.

And ultimately, no worries.

THE COURT: Good. That's a great attitude. You know, there's stuff you can control, and there's stuff you can't. And sometimes you just let it go, because you can't do anything

about it.

THE PLAINTIFF: That's true.

THE COURT: And you have certainly done everything you can. So, good. Thank you, Mr. Rice. That was incredibly generous of you, and very thoughtful. And I appreciate it.

And we can go off the record, and you guys can enjoy your lunch.

THE PLAINTIFF: Thank you, Your Honor.

MS. JIAM: Thank you, Your Honor.

MS. ROSENBLIT: Thank you, Your Honor.

(Recess taken from 1:16 p.m. to 3:32 p.m.)

(The following proceedings were held outside of the presence of the Jury)

(Off-the-Record discussion)

(The following proceedings were held in the presence of the Jury)

THE COURT: Everyone may be seated. Thanks for giving us the note.

I understand the jury has a verdict.

(Document handed up to the Court)

THE COURT: Okay. You have a very lovely signature, but I'm not sure who's the foreperson from --

(A hand is raised)

THE COURT: Okay. So, I'll redo it. So the jury unanimously agreed upon its verdict.

JURY FOREPERSON: Yes.

THE COURT: So I will read the verdict.

And then, what happens so the jury knows, I'll read it out loud into the record and then if the lawyer -- the lawyers would like, there's something we call polling where the lawyers just -- or the -- Karen will ask you individually that, whether the verdict as published is your individual verdict. So that's what happens.

Okay. So I'm going to read the verdict.

So did the City -- No 1, did the City discriminate against Allison Rice by failing to make a reasonable accommodation in violation of 42 U.S.C. Section 3604?

Answer: No.

Question 2, did the City unlawfully interfere with Allison Rice's rights in violation of 42 U.S.C. Section 3617?

Answer: No.

And then of course the verdict form is signed and dated with today's date.

So it has now been published I'll hand it back to Karen who will do the polling of the jury.

THE COURTROOM DEPUTY: Juror No. 1, is this your true and correct verdict?

JUROR NO. 1: Yes.

THE COURTROOM DEPUTY: Juror No. 2, is this your true and correct verdict?

JUROR NO. 2: Yes.

THE COURTROOM DEPUTY: Juror No. 3, is this your true and correct verdict?

JUROR NO. 3: Yes.

THE COURTROOM DEPUTY: Juror No. 4, is this your true and correct verdict?

JUROR NO. 4: Yes.

THE COURTROOM DEPUTY: Juror No. 5, is this your true and correct verdict?

JURY FOREPERSON: Yes.

THE COURTROOM DEPUTY: Juror No. 6, is this your true and correct verdict?

JUROR NO. 6: Yes.

THE COURTROOM DEPUTY: Juror No. 7, is this your true and correct verdict?

JUROR NO. 7: Yes.

THE COURTROOM DEPUTY: Juror No. 8, is this your true and correct verdict?

JUROR NO. 8: Yes.

THE COURTROOM DEPUTY: It is unanimous.

THE COURT: So I'll ask Ms. Hom to file the verdict form.

I'll talk to you in the jury room if you have any questions. You are now released from your obligations so you can talk to each other. The lawyers might also want to talk to

you, they like to get feedback points. I'll come back and say hello officially.

And you can do all the internet research you want, including putting your thoughts out there on TikTok. So -- no, I do really appreciate your attention. You know, the system works because it relies on you to come into the courtroom. I know it's a bit of an unusual case and you never know what you're going to get in Federal Court, but the system works because you participate in it.

And I said the same thing to the lawyers and to Mr. Rice before court. I don't know if you fully appreciate what a cordial experience this really was for the lawyers and everybody. And we so appreciate it.

So you are discharged from your duties as jurors. I'll be in, in just a second, to say hello and thank you more personally, and explain that you can talk to the lawyers if you want to, and you don't have to if you don't want to. And I'll come in and say that officially.

So the Court is in recess.

(Jury excused)

(Proceedings concluded)

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