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ALLISON BARTON RICE

9
10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 ALLISON BARTON RICE,

14 Plaintiff,

15 v.

16 THE CITY AND COUNTY OF SAN
FRANCISCO, et al.,

17 Defendants.

Case No. 3:19-cv-04250-LB

AMENDED DRAFT JOINT STATEMENT

Date: May 25, 2023
Time: 9:30 a.m.
Place: Via Zoom
Judge: Honorable Laurel Beeler

JOINT SHORT STATEMENT OF THE CASE

Plaintiff Allison Rice is a navy veteran diagnosed with a 100% disability rating for 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 (MOHCD).

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 Plaintiff did not have a medical need to charge rent and his request to charge rent was not reasonable. The City also contends 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 that it had legitimate, non-discriminatory reasons for its actions.