

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING**

April 8, 2021

5:00 P.M.

Meeting Will Be Conducted Via Zoom Conference

AGENDA

PUBLIC PARTICIPATION

The public may observe and/or participate in this meeting many ways.

OBSERVE:

• To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10

• To observe the meeting by video conference, please click on the link below:

Topic: **HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD Meeting April 08, 2021**

<https://us02web.zoom.us/j/84650965009>

Or iPhone one-tap :

US: +16699009128,,84650965009# or +12532158782,,84650965009# Or

Telephone: Dial(for higher quality, dial a number based on your current location)

US: +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626

6799 or +1 346 248 7799 or +1 646 558 8656

Webinar ID: 846 5096 5009

International numbers available: <https://us02web.zoom.us/j/84650965009>

COMMENT:

There are two ways to submit public comments.

• To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Instructions on how to “Raise Your Hand” are available [here](#).

• To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing “*9” to speak when Public Comment is taken. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Please unmute yourself by pressing “*6”.

If you have any questions, please email Bkong-brown@oaklandca.gov.

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - a. Approval of Board Minutes, 3/25/21
4. OPEN FORUM
5. APPEALS*
 - a. T19-0186, T19-0235, Didrickson v. Commonwealth Co.
 - b. T19-0454, Lee v. Harvest Real Estate
 - c. T19-0514, Green v. Mosser Company, Inc.
6. ACTION ITEM
 - a. Election of Board Chair
7. COMMITTEE REPORTS AND SCHEDULING
 - a. Discussion of RAP outreach to the Oakland Unified School District

8. ADJOURNMENT

As a reminder, alternates in attendance (other than those replacing an absent board member) will not be able to take any action, such as with regard to the consent calendar.

*Staff appeal summaries will be available at the Rent Program website and the Clerk's office at least 72 hours prior to the meeting pursuant to O.M.C. 2.20.080.C and 2.20.090

Accessibility: Contact us to request disability-related accommodations, American Sign Language (ASL), Spanish, Cantonese, Mandarin, or another language interpreter at least five (5) business days before the event. Rent Adjustment Program staff can be contacted via email at RAP@oaklandca.gov or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantones, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a RAP@oaklandca.gov o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

需要殘障輔助設施, 手語, 西班牙語, 粵語或國語翻譯服務, 請在會議前五個工作天電郵 RAP@oaklandca.gov 或致電 (510) 238-3721 或711 California relay service.

**HOUSING, RESIDENTIAL RENT AND RELOCATION
BOARD FULL BOARD SPECIAL MEETING**

March 25, 2021

5:00 P.M.

VIA ZOOM CONFERENCE

OAKLAND, CA

MINUTES

1. CALL TO ORDER

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order at 5:02 p.m. by Chair R. Stone.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
T. HALL	Tenant	X		
R. AUGUSTE	Tenant	X*		
H. FLANERY	Tenant Alt.			X
Vacant	Tenant Alt.			
R. STONE	Homeowner	X		
A. GRAHAM	Homeowner	X		
S. DEVUONO- POWELL	Homeowner			X
E. LAI	Homeowner Alt.			X
J. MA POWERS	Homeowner Alt.	X		
K. FRIEDMAN	Landlord	X		
T. WILLIAMS	Landlord	X		
B. SCOTT	Landlord Alt.			X
K. SIMS	Landlord Alt.			X

*Member R. Auguste appeared at 5:15 p.m.

Staff Present

Braz Shabrell
Barbara Kong-Brown
Harman Grewal

Deputy City Attorney
Senior Hearing Officer (RAP)
Business Analyst III (HCD)

3. CONSENT ITEMS

- a) Approval of Board Minutes from March 11, 2021, Full Board Special Meeting

K. Friedman moved to approve the Rent Board minutes. R. Stone seconded.

The Board voted as follows:

Aye: T. Hall, A Graham, R. Stone, J. Ma Powers, K. Friedman, R. Stone, A. Graham, T. Williams
Nay: None
Abstain:

The motion was approved.

4. OPEN FORUM

- James Vann, Oakland Tenants Union
Mr. Vann stated that in the March 11, 2021, Open Forum, the last two RAP reports show a surplus of over \$3,000,000, not \$300,000. He also stated that regarding the 15 minutes for appeals, the Board has unlimited time in which to discuss the appeals, and the Efficiency Ordinance did not apply to the two cases before the Board due to the earlier filing date.
- Jim Lucey
Mr. Lucey commented on the appeal in L19-0169, stating that The hearing decision says the owner testified that the tenant did not leave after getting notice of a rent increase. No rent increase was given. The tenants got a 60-day notice without cause. They did not share space when his clients were the owner's tenants. There is a staircase with a locked door and the tenants had their own kitchen. The only common areas used by his clients were the backyard.

5. APPEALS

- a) T18-0018, Sund v. Vernon Apartments LP

This case has been postponed.

- b) T19-0410, De Luna Garcia v. Chang

Appearances:	Quay Chang	Owner Appellant
	Glenn Olives	Owner Representative
	Candy Silverman	Mandarin Interpreter
	Hadley Rood	Tenant Representative
	Sybil Landrum	Tenant Representative
	Loren Eggon	Spanish Interpreter

The owner, through his representative, contended that the owner did not receive proper notice of the hearing, which deprived him of due process. The owner's proper address is 3161 Gold Drive, San Jose, 95127, not 9454 Plymouth Street. The Plymouth Street address is a rental property owned by the owner. The tenant had access to legal services and could have checked court records showing his San Jose address on the deed of trust. The owner did not receive notice of the hearing or the hearing decision. He went to the Plymouth Street property and a tenant gave him a copy of the hearing decision. If the owner knew of the hearing he would have had his attorney attend the hearing and file an appeal regarding the hearing decision.

The tenant, through her representative, contended that the tenant is monolingual, and she negotiated the lease with an interpreter, which was signed in English. The lease did not provide any contact address for the owner, which is a violation of California State law. The owner received mail at this address, and the trust deed should not be considered. A remand hearing is not needed because the owner did not disclose any address.

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, K. Friedman moved to uphold the hearing decision based on substantial evidence. T. Williams and J. Ma Powers seconded.

The Board voted as follows:

Aye:	T. Hall, R. Auguste, A. Graham, R. Stone, J. Ma Powers, K. Friedman, T. Williams
Nay:	None
Abstain:	None

The motion was approved.

c. L19-0169, Archer v. Tenants

Appearances:	Cheryl Archer	Owner Appellant
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The owner contended that the former tenants vacated in April 2019. When she filed her petition for exemption there were no tenants living on her property. The former tenants shared access to her home, which is a single-family residence.

She lives with her granddaughter and has no intent of renting to any tenant.

Jim Lucey appeared on behalf of former tenants. A question was raised as to whether there was an opposing party. There were no tenants in the unit when the owner filed her petition and there are no current tenants in the subject unit. Upon consultation with the deputy city attorney, Chair Stone re-opened public comment for two minutes to allow Mr. Lucey to speak. (See Public Forum in Paragraph 4).

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, A. Graham moved to uphold the hearing decision based on substantial evidence. T. Williams seconded.

The Board voted as follows:

Aye: T. Hall, R. Auguste, A. Graham, R. Stone, J. Ma Powers, K. Friedman, T. Williams
Nay: None
Abstain: None

The motion was approved.

5. Committee Reports and Scheduling

- a. Election of Board chair is to be scheduled for the next Board meeting
- a. A Graham requested that the issue of RAP reaching out to the Oakland Unified School District be placed on the Agenda for the next Board Meeting.

6. Action Items

- a. R. Stone moved to amend the minutes reflecting James Vann's correction regarding the amount in his statement as to the remaining funds with the Rent Board stated in the prior meeting, which is \$3,000,000, not \$300,000.

The Bord voted as follows.

Aye: T. Hall, A. Graham, R. Stone, J. Ma Powers, K. Friedman, T. Williams
Nay: None
Abstain: None

The motion carries.

7. ADJOURNMENT

The meeting was adjourned at 6:50 p.m. by consensus.

CONSOLIDATED CHRONOLOGICAL CASE REPORT

Case No.: T19-0186, T19-0235
Case Name: Didrickson v. Commonwealth Company
Property Address: 2230 Lakeshore Ave., Unit #7, Oakland, CA
Parties: Glenda Didrickson, (Tenant)
Carlos Didrickson, (Tenant)
Allen Sam, (Property Manager)


TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 5, 2019
Tenant Petition filed	March 26, 2019
Owner Response filed	July 11, 2019
Hearing Decision mailed	December 23, 2019
Tenant Appeal filed	January 13, 2020
Owner Response to Appeal filed	January 15, 2020
Tenant Narrative filed	January 15, 2020
Tenant Appeal Filed	January 27, 2020

000008

T19-0186 PC/MA

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 2019 FEB -5 AM 11:50
	<u>TENANT PETITION</u>	

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly

Your Name Carlos & Glenda Didrickson	Rental Address (with zip code) 2230 Lakeshore Av #7 Oakland Ca 94606	Telephone:
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) Commonwealth Co Ted Dang	Mailing Address (with zip code) 1305 Franklin St Oakland Ca 94612 Suite 500	Telephone:
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 8

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

I. GROUNDS FOR PETITION: Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input type="checkbox"/>	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/>	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/>	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2006)
(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
(g) The increase I am contesting is the second increase in my rent in a 12-month period.
(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
✓ (i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

II. RENTAL HISTORY: (You must complete this section)

Date you moved into the Unit: December 2006 Initial Rent: \$ 2,500.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Nov. 2012 . If never provided, enter "Never."

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a RAP Notice with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

- Yes
- No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

T13, T14, T15, T16, T17, T18

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

- Are you being charged for services originally paid by the owner? Yes No
- Have you lost services originally provided by the owner or have the conditions changed? Yes No
- Are you claiming any serious problem(s) with the condition of your rental unit? Yes No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

IV. VERIFICATION: The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

Blenda Didriksen
Tenant's Signature Carls D. D.

Feb 5, 2019
Date

[Empty box for additional information]

- 1) gas heater not working from Nov. 2018 to Jan 31, 2019 (repaired 1-31-19)
- 2) patio not replaced - patio boards removed Feb 2017, with NO legal permit.
- 3) bedroom vent leaks rainwater when heavy rain.
- 4) patio door handle broken, patio door frame separates from Glass.

[Empty box for additional information]

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RENT ADJUSTMENT PROGRAM

2019 FEB 5 AM 11:50

V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the opportunity to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal hearing before a different Rent Adjustment Program Hearing Officer.

You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** Rent Board Regulation 8.22.100.A.

If you want to schedule your case for mediation, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; **RAP Online Petitioning System:** <http://rapwp.oaklandnet.com/petition-forms/>. For more information, please call: (510) 238-3721.

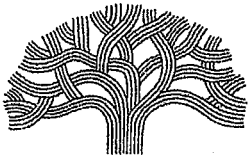
File Review

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation from the owner will be available for review in the RAP office by appointment. To schedule a file review, please call the Rent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning System, the owner may use the online system to submit the owner response and attachments, which would be accessible there for your review.

VII. HOW DID YOU LEARN ABOUT THE RENT ADJUSTMENT PROGRAM?

- Printed form provided by the owner
- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Rent Adjustment Program web site
- Other (describe): _____

RC/MA



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

P.O. Box 70243
Oakland, CA 94612-0243
(510) 238-3721

For date stamp
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 JUL 11 PM 2:10

PROPERTY OWNER
RESPONSE

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T19-0186

Your Name <i>421 Associates</i>	Complete Address (with zip code) <i>1305 Franklin Ste #500 Oakland CA 94612</i>	Telephone: Email: _____
Your Representative's Name (if any) <i>Allen Sam</i>	Complete Address (with zip code) <i>1305 Franklin Ste #500 Oakland CA 94612</i>	Telephone: <i>510-832-2628</i> Email:
Tenant(s) Name(s) <i>Carlos & Blenda Didrickson</i>	Complete Address (with zip code) <i>2230 Lakeshore Ave #7 Oakland CA 94612</i>	
Property Address (If the property has more than one address, list all addresses)		Total number of units on property

Have you paid for your Oakland Business License? Yes No Lic. Number: _____
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: _____
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 8/15/12

Is there more than one street address on the parcel? Yes No .

Type of unit (Circle One): House / Condominium/ Apartment, room, or live-work

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
7/1/18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are justifying additional contested increases, please attach a separate sheet.

II. RENT HISTORY If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on 12/15/06.

The tenant's initial rent including all services provided was: \$ 2500 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?

Yes No I don't know

If yes, on what date was the Notice first given? 9/17/2012

Is the tenant current on the rent? Yes No

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
5/14/18	7/1/18	\$ 2983.31	\$ 3084.74	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3/25/17	7/1/17	\$ 2699.14	\$ 2983.31	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). **If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:**

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
5. Is the unit a single family dwelling or condominium that can be sold separately?
6. Did the petitioning tenant have roommates when he/she moved in?
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** less than 30 days.

The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

V. VERIFICATION

I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.



Property Owner's Signature

7/11/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center.. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

File Review

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

Mediation Program

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

Property Owner's Signature

Date

Commonwealth Companies

– REAL ESTATE –

BRE#: 0442390

July 11th, 2019

City of Oakland
Rent Adjustment Program
PO Box 70243
Oakland, CA 94612

RE: T19-0186

Commonwealth Companies recently received a notice from the City of Oakland dated June 26th, 2019 regarding Case No. T19-0186, notifying us that one of our residents, Carlos & Glenda Didrickson has filed a petition to the Rent Adjustment Board alleging a decrease in housing services, specifically citing the four issues below:

1. Gas Heater not working from Nov. 2018 – Jan. 2019
2. Patio not replaced – patio boards removed Feb. 2017 with no legal permit
3. Bedroom vent leaks rainwater when heavy rain
4. Patio door handle broken, patio door frame separates from glass

Our position for each issue:

1. Gas Heater not working from Nov. 2018 – Jan. 2019

By tenant's own admission, we successfully repaired the gas heater. Coordination between residents and contractors proved to be difficult due to a variety of reasons:

- a. Resident's insistence on being present for all work.
- b. Resident's refusal to communicate via email or phone.
- c. Ownership not receiving notice of malfunction from tenant in a timely manner. Claims malfunction in November, but verbal notice from manager not received until December, and written notice not received until January.
- d. Difficulty in aligning time when tenants would be present and contractor's availability.
- e. Multiple visits required. First contractor we hired was unable to fix the heater, which exacerbated the issue. We were able to find another contractor who was able to fix the heater.

2. Patio not replaced

The City of Oakland inspected the patio years ago and ruled that it was not up to code. Current owner was unaware that the previous owner installed the patio without any permits. This issue was addressed in Case No. T17-0327, ruling in favor of the tenant. Effective July 1, 2017, tenant was granted an ongoing rent decrease of \$298.33 unless the patio was properly rebuilt. The owner has honored the ruling of the Rent Adjustment Board since the day it took effect.

3. Bedroom vent leaks rainwater when heavy rain

MNJ Roofing and AT Mechanical independently address the roofing and venting systems in the past to complete repairs. In April 2019, our in-house repairman inspected the unit and verified that the bedroom vent was in working order and no longer leaking. We received no follow-up from the tenants since that time.

4. Patio door handle broken, patio door frame separates from glass

Quoting from the hearing decision dated February 6th, 2019 on case T18-0305:

"In T17-0327, the Hearing Officer conducted a site inspection again held that the repair was sufficient and the door operated far better than it was in prior inspection. *This claim was denied in T17-0327 and the decision became final when the tenants dismissed their appeal on October 10th, 2018.*"

In April 2019, our in-house repairman inspected the unit and verified that the patio door and the handle was functioning without issue. We received no follow-up from the tenants since that time.

We hope that after reviewing the evidence, as well as all previous judgments between Commonwealth and the Didricksons, that the Hearing Officer will come to the conclusion that we have been acting in good faith and complying with each and every part of the previous rulings.

Commonwealth Companies

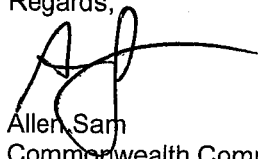
– REAL ESTATE –

BRE#: 0442390

We request that the owner be paid for the outstanding rent amount of \$2847.10 (not including any late fees or interest accrued). Attached to the letter is a chart of rent payments as of January 2018, which includes all the adjustments provided from the rulings of T17-0327, T18-0238, T18-0305, and the pending case of T19-0186. We feel that this back rent is properly owed to us based on prior judgments, but have held off on pursuing the difference while this case is being appealed again, and do not wish to complicate the matter until the Rent Adjustment Board confirm the previous Final Decision.

We also request the City of Oakland consider issuing sanctions to the Didricksons to prevent any further attempts at appealing the Rent Adjustment Board's ruling regarding the patio. This multi-year dispute has already been heard and ruled on multiple times, with several in-person mediation sessions between both parties in front of a hearing officer. The Didricksons continue to appeal and act as if these previous hearings were somehow unjust, despite any new evidence or rationale. At this point it's just a waste of time and resources for all parties, and shows a complete lack of respect towards the process and judgments of the Rent Adjustment Board.

Regards,



Allen, Sam
Commonwealth Companies

	Base Rent	Patio Adjustment	Other Adjustments	Rent Owed	Resident Payment	Notes	Difference
Jan-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.95	past rent overpayment adj.	\$0.00
Feb-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Mar-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Apr-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
May-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jun-18	\$2,983.31	\$298.33	\$167.03	\$2,517.95	\$2,517.54	past rent overpayment adj.	\$0.41
Jul-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Aug-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Sep-18	\$3,084.74	\$298.33	\$167.03	\$2,619.38	\$2,517.54	past rent overpayment adj.	\$101.84
Oct-18	\$3,084.74	\$298.33	\$149.17	\$2,637.24	\$2,517.54	tarp ruling reimbursement	\$119.70
Nov-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Dec-18	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jan-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Feb-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Mar-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Apr-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
May-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jun-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
Jul-19	\$3,084.74	\$298.33		\$2,786.41	\$2,517.54		\$268.87
NOTE: July 2018 base rent increase of 3.4% from \$2983.31 to \$3084.74 per the City of Oakland allowable CPI adjustment							\$2,847.10

T19:0235 PC/MA



CITY OF OAKLAND

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
 250 Frank H. Ogawa Plaza, Ste. 5313
 Oakland, CA 94612-0243
 (510) 238-3721

For date stamp.
 26 PM 2:21

TENANT PETITION

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly

Your Name Carlos & Glenda Oidrickson	Rental Address (with zip code) 2230 Lakeshore Av. Oakland Cal #7 94606	Telephone:
		Email:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) Commonwealth Inc Ted Dang	Mailing Address (with zip code) 1305 Franklin St. Oak Cal Suite 500 94612	Telephone:
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 8

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

I. GROUNDS FOR PETITION: Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/> (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/> (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

<input type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input type="checkbox"/>	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
<input type="checkbox"/>	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
<input type="checkbox"/>	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
<input checked="" type="checkbox"/>	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
<input checked="" type="checkbox"/>	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
<input type="checkbox"/>	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
<input type="checkbox"/>	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<input type="checkbox"/>	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
<input type="checkbox"/>	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

II. RENTAL HISTORY: (You must complete this section)

Date you moved into the Unit: Dec 2006 Initial Rent: \$ 2500.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Nov 2012 If never provided, enter "Never."

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>8-13-18</u>	<u>UNKNOWN</u>	\$	\$	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a RAP Notice with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

- Yes
 No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

T-13 - T-14 - T-15 - T-16 - T-17 - T-18

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

- Are you being charged for services originally paid by the owner? Yes No
Have you lost services originally provided by the owner or have the conditions changed? Yes No
Are you claiming any serious problem(s) with the condition of your rental unit? Yes No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

IV. VERIFICATION: The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

Carly Didi
Tenant's Signature

3-26-19
Date

V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal hearing before a different Rent Adjustment Program Hearing Officer.

You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** Rent Board Regulation 8.22.100.A.

If you want to schedule your case for mediation, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be received at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit.** **Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Ste. 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; or through the **RAP Online Petitioning System:** <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. For more information, call: (510) 238-3721.

File Review

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation from the owner will be available for review in the RAP office by appointment. To schedule a file review, please call the Rent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning System, the owner may use the online system to submit the owner response and attachments, which would be accessible there for your review.

VII. HOW DID YOU LEARN ABOUT THE RENT ADJUSTMENT PROGRAM?

- Printed form provided by the owner
- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Rent Adjustment Program web site
- Other (describe): _____

The following is verification of health and safety violations previously reported on numerous petitions with the Oakland Rent Adjustment Board.

Please refer to the following pages of written report of health and safety violations at 2230 Lakeshore Ave Oakland Ca 94606 unit 7

- 1) no legal permit to remove the patio deck
- 2) no legal permit to install heating duct on the roof above bedroom.
- 3) Oakland building inspector found the following violations
 - 3a) water dripping from heater duct in the bedroom
 - 3b) sliding patio frame handle broken, and the frame shows a large gap - door frame separates from glass door
 - 3c) main electrical breaker trips if the stove (oven) and microwave or dishwasher and tv are on
 - 3d) no smoke/carbon dioxide detector in living room.

These have been on going violations that have been reported on numerous petitions and verified by a qualified Oakland Building Inspector

We are requesting that any past increase previously allowed during these violation issues be reexamined based on these issues never having been properly repaired/replaced.

I Requested A Dismissal of Appeal on Oct 10 2018 After speaking To the CO OWNER of the property of 2230 Lakeshore Ave, JOHN WILLIAMS ABOUT REPLACING THE PATIO DECK AND He SAID THAT he would TALK TO Ted Dang. and still no patio Deck Replaced AS of this Date

Carls Daduke Blendalidinkeen

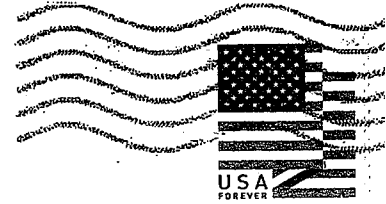
WE ARE IN

MAILED TO WRONG APT. SENT TO APT 5 --- APT 7

Commonwealth Companies
REAL ESTATE
1305 Franklin Street, Suite 500
Oakland, CA 94612

OAKLAND CA 946

04 JAN 2019 PM 3 L



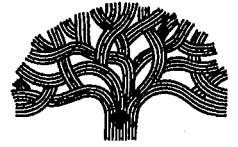
Carlos & Glenda Didrickson
2230 Lakeshore Ave #5
Oakland CA 94606



94606-105105



000025



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND,

Housing and Community Development
Department Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay Service 711

HEARING DECISION

CASE NUMBER: T19-0186, Didrickson v. Commonwealth Company
T19-0235, Didrickson v. Commonwealth Company

PROPERTY ADDRESS: 2230 Lakeshore Ave., Unit #7, Oakland, CA

DATE OF HEARING: September 24, 2019

DATE OF DECISION: December 20, 2019

APPEARANCES: Glenda Didrickson, Tenant
Carlos Didrickson, Tenant
Allen Sam, Property Manager

SUMMARY OF DECISION

The Tenant Petition is denied.

CONTENTIONS OF THE PARTIES

On February 5, 2019, the tenants filed a Tenant Petition, alleging code violations and decreased housing services. On March 26, 2019, the tenants filed another Tenant Petition alleging additional decreased housing services.

On July 11, 2019, the owner filed a timely response, denying the allegations.

ISSUES

(1) Have the tenants' housing services decreased, and if so, by what amount?

EVIDENCE

Background and Rent History

The tenants' unit is located in a residential building consisting of eight (8) units. The tenants moved into their unit in December of 2006, at an initial monthly rent of \$2,500.00. The tenants filed several petitions in the past that addressed the same issues raised in the current petition, including setting the base rent, reduction for certain

decreased housing services and ongoing reduction due to the loss of the deck.¹ Official Notice is taken of the prior cases and Orders in those cases will be honored.

RAP Notice

It is undisputed that the tenants received their first notice of the existence of the Rent Adjustment Program (RAP Notice) in 2012 and they also received the RAP Notice with subsequent rent increases.

Prior Hearing Decisions Regarding Decreased Housing Services

At the time of the hearing, the parties agreed that the loss of the wooden patio deck, issues with the patio door and handle, and heating vent leak were previously raised, addressed, and adjudicated in cases T15-0374, T16-0175, T17-0327, T18-0238, and T18-0305. As such, the only remaining issues to be addressed are as follows: (1) Gas Heater; (2) CO/Smoke Detector; and (3) Electric Breaker.

Gas Heater: The tenants testified that their gas heater stopped working in November of 2018, and wasn't repaired until January 31, 2019. They reported the issue to the owner in November of 2018, and the owner attempted repairs but the gas heater stopped working again. A new contractor was hired and the gas heater was repaired on January 31, 2019.

The property manager testified that he was not notified of the issue with the gas heater until December of 2018. He further testified that the repair required multiple visits and the delay in completing repairs was due to difficulty coordinating repairs with the tenants. He confirmed that the gas heater was repaired on January 31, 2019.

CO/Smoke Detectors: The tenants testified that an Inspector from the City of Oakland Code Enforcement Services conducted an inspection of the subject unit on March 11, 2019, and noted that a CO/Smoke detector was missing in the living room. The owner installed a CO/Smoke detector in July of 2019, but installed it on the support beam instead of the ceiling.

The property manager testified that he was not aware that the CO/Smoke detector in the living room was missing until the inspection on March 11, 2019. Prior to that, it was his understanding that all CO/Smoke detectors were in working order. Once he became aware of the issue, he attempted to coordinate installation of a new CO/Smoke detector on multiple occasions but the tenants were unresponsive and it was very difficult to schedule a time with them to install the CO/Smoke detector. He was eventually able to coordinate repairs and a CO/Smoke detector was installed in the living room and in the hallway in July of 2019.

Electric Breaker: The tenants testified that the electric breaker short circuits if the stove, dishwasher, and television are all on at the same time. The property manager

¹ T15-0374, T16-0175, T17-0327, T18-0238 and T18-0305.

testified that his electrician looked at the problem and told him that the tenants are overloading the circuit breaker. If the tenants don't turn everything on at once, they won't have any issues with the circuit breaker.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent² and may be corrected by a rent adjustment.³ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or a service that was provided and is no longer being provided or one that is required to be provided in a contract between the parties. The tenants have the burden of proving decreased housing services by a preponderance of the evidence.

In a decreased services case, the tenants must establish they have given the owner notice of the problems and the opportunity to fix the problems before they are entitled to relief.

Gas Heater: The property manager testified credibly that he was notified of this issue in December of 2019 and the gas heater was repaired in January of 2019. The property manager was responsive and any delay in completing repairs was due to difficulty coordinating and communicating with the tenants. The property manager's response was reasonable and compensation for this claim is denied.

CO/Smoke Detectors: A CO/Smoke detector was installed in the living room after the property manager was notified that it was missing. The property manager testified credibly that the delay in installing the CO/Smoke detector was due to difficulty communicating and coordinating with the tenants, who insisted on being present for all repairs. The issue has been resolved and compensation for this claim is denied.

Electric Breaker: The tenants testified that the circuit breaker short circuits if multiple appliances are on at the same time. The property manager testified credibly that the tenants are overloading the circuit breaker, and if they stop turning everything on at once, the circuit breaker won't short circuit. This issue does not affect the habitability of the unit, and compensation for this claim is denied.

ORDER

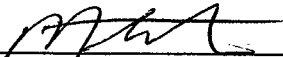
1. The Tenant Petitions T19-0186 and T19-0235 are denied.
2. The claims for decreased housing services are denied.

² O.M.C. §8.22.070(F)

³ O.M.C. §8.22.110(E)

Right to Appeal: This decision is the final decision of the Rent Adjustment Program. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: December 20, 2019



Maimoona S. Ahmad
Hearing Officer
Rent Adjustment Program

000029

PROOF OF SERVICE

Case Number T19-0186; t19-0235

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Documents Included

Hearing Decision

Owner

Ted Dang, 421 Associates
1305 Franklin Street Suite 500
Oakland, CA 94612

Owner Representative

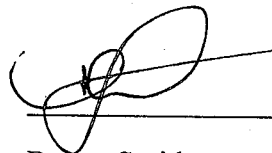
Allen Sam
1305 Franklin Street #500
Oakland, CA 94612

Tenant

Carlos & Glenda Didrickson
2230 Lakeshore Avenue Unit 7
Oakland, CA 94606

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 23, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000030

CITY OF OAKLAND
OFFICE OF THE HEARING OFFICER

	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. 2020 JAN 13 AM 9:50
		<u>APPEAL</u>

Appellant's Name CARLOS Glenda Didrickson		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 2230 Lakeshore Ave #7 OAKLAND, CA. 94606			
Appellant's Mailing Address (For receipt of notices) SAME		Case Number T19-0186 T19-0235	Date of Decision appealed 1-13-2020
Name of Representative (if any)		Representative's Mailing Address (For notices)	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

PLEASE Refer to Letter Dated 1-14-20

For more information phone (510) 238-3721.

- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g) The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

(PLEASE Refer to Letter Dated 1-14-20)

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: _____.

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •

I declare under penalty of perjury under the laws of the State of California that on _____, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	TEO DANG 421 ASSOCIATES
Address	1305 FRANKLIN ST. SUITE 500
City, State Zip	OAKLAND, CA. 94612
Name	Allen Sam
Address	1305 FRANKLIN ST. ST 500
City, State Zip	OAKLAND, CA 94612

Carlos Diederich Blenky Dick	1-13-20
---------------------------------	---------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

BOYE

WJ Please Refer to Letter Dated 1-14-20 which Refers to
Me trying to get copies of AUDIO FOR THE SEPT 24 HEARING IN 2014
AND Discrepancies in the Hearing Decision - WAS DENIED TO
SPEAK ABOUT UNRESOLVED ISSUES ALONG WITH THE BUILDING INSPECTOR'S
REPORT ON HEALTH & SAFETY VIOLATIONS

Carls Rind

1-13-20

000033

Commonwealth Management
- REAL ESTATE -
BRE#: 00821583

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2020 JAN 15 AM 11:57

January 15th, 2020

City of Oakland
Rent Adjustment Program
PO Box 70243
Oakland, CA 94612

RC/MA

RE: T19-0186 & T19-0235 Appeal Response

421 Associates recently received a copy of an appeal dated January 13th, 2020 from Carlos & Glenda Didrickson, protesting the decisions of previous cases T19-0186 & T19-0235. They allege the decisions made by the Rent Adjustment Board is not supported by substantial evidence.

Ironically, their appeal lacks in anything substantive to respond to.

On the appeal that we received dated 1-13-2020, they attached a letter dated 1-13-2020 asking the reader to refer to "the letter dated 1-14-2020" – which was not included. They either forgot to or decided not to include "the letter dated 1-14-2020". It is also possible that the letter wasn't written yet (assuming that the dates on all the documents are accurate). There seemed to be plenty of space on the letter attached for Carlos & Glenda Didrickson to state their case, but they elected not to.

421 Associate's position on the matters previously adjudicated by the RAP Board remain consistent. We continue to comply with all the terms of the previous decisions, and will defend ourselves against further appeals.

421 Associates expects that Carlos & Glenda Didrickson will continue to appeal as long as they have the ability to, as they have had for several years now. We reluctantly participate out of respect for the RAP Board's procedural process, but we hope the RAP Board can review the progression of this dispute over time, and see how silly and redundant having to deal with this situation has become.

Regards,


Allen Sam
Commonwealth Management

PS: We have attached our copy of the appeal sent to us by the Didricksons for your review.

January 14, 2020

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

RC/MA

Ms. Chanée F. Minor
Manager/Director
Oakland Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, Calif. 94612

2020 JAN 15 PM 1:03

Regarding: Appeal T19-0186
Appeal T19-0235

Dear Ms. Minor:

In response to my tenant petitions submitted in the above-referenced matters, your office sent me a copy of the hearing decision denying both petitions.

In seeking to appeal that decision, however, I have experienced a number of administrative obstacles and logistical road blocks, making my appeal efforts extremely difficult.

For that reason, I am contacting you for your assistance. First, the proof of service is dated December 23, 2019 and was actually mailed on ~~December~~ December 26, 2019. However, I did not receive the decision until December 30, 2019.

On that day, I contacted Mr. Robert Costa and asked that he arrange for me to receive copies of both petitions, the landlord responses and an audio copy of the hearing proceedings. Mr. Costa then informed me that I should contact Ms. Maxine Visaya for that purpose.

Again, on the very same day, I contacted Ms. Visaya via voice mail and e-mail, requesting the above-referenced documents and a copy of the audio disk recording. Later, not having heard anything from Ms. Visaya for several days, I sent another voice mail message and e-mail notification regarding my urgent need to receive this documentation.

Finally, on January 7, 2020, Ms. Visaya sent me an e-mail notification, indicating that she no longer handled the requested duties and urged me to contact Ms. Cindy Jay for assistance. Consequently, on that day I contacted Ms. Cindy Jay via voice mail and e-mail. And after getting no response from her, I contacted her again two days later.

On the morning of Friday, January 10, 2020, I still had not been contacted regarding my request; so I decided to come down to your office. Facing a filing deadline of January 13, 2020, I now had only three days to file my appeal.

After coming down to the RAP office, I informed your front desk of my dilemma and my urgent need to obtain the requested documents and audio. However, instead of receiving help I was turned away. Specifically, I was informed that the office was closed and that they could not assist me.

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Frustrated and confused, I called Mr. Robert Costa and informed him that I still had received no assistance. Eventually, a few hours later, Mr. Costa contacted me and asked me to return to the RAP office. Later that afternoon, I came in, paid for everything and left. However, an hour later, I discovered that the audio disk was blank. I tested the disk on my laptop, home entertainment system and my car stereo system-nothing! I then contacted Ms. Cindy Jay.

At about 4:20 p.m., Ms. Cindy Jay informed me that she would prepare another copy for me and that I could come in on Monday, January 13, 2020. She explained further that it was just too late to give me the disk on that day.

Of course, January 13, 2020 was my official filing deadline. What does this all mean? From December 30, 2019 through January 13, 2020, a period of two weeks, I could not get anyone in your department to honor my reasonable request for document/record copies.

It also means that it was not until January 13, 2020, my actual filing deadline, that I finally received everything I had previously requested. Accordingly, given this unexpected and unfortunate set of circumstances and events ~~and events~~, I am requesting additional time (fifteen days) in order to provide my submissions to the Board/Rent Adjustment Program.

Your consideration and prompt attention to this request are greatly appreciated.

Sincerely,



Carlos Didrickson

000036

APPEAL: T19-0186
T19-0235

3.8.20
2020/01/27 10:12:38

INTRODUCTION

Carlos and Glenda Didrickson are submitting this appeal in response to the RAP decision entered on December 20, 2019 by Maimoona S. Ahmad.

During the course of over two weeks, I, Carlos Didrickson, contacted the RAP (numerous times) in an effort to obtain the documentary record necessary to prepare this appeal. However, because of bureauratic red tape, I did not receive all of the requested record until January 13, 2020, the very last day for the timely filing of the RAP appeal form.

In the appeal record, I have included a letter to the RAP Manager/Director, dated January 14, 2020. This letter has provided (in detail) my unsuccessful efforts to receive the requested information in a reasonable and timely manner. Also, because of the bureaucratic problems I have experienced in obtaining the RAP record, I asked for additional time to submit this appeal. However, inexplicably, I was not afforded additional time.

My appeal will be based on two grounds. First, the fact that the hearing officer's decision is not supported by substantial evidence (E). And secondly, the fact that the decision (OTHER) is based on personal bias in favor of the landlord/owner (H).

ARGUMENT

According to RAP rules and Board regulations, a landlord has 35 days to respond to a petition submitted by a tenant. However,

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Commonwealth did not submit a response until July 11, 2019, almost five full months after the tenants' petitions were filed.

In her ruling, Ms. Ahmad indicated that Commonwealth had filed a "timely" response in this matter. However, not only is this statement erroneous and false, it clearly is not supported by substantial evidence.

This fact also is important because the landlord was afforded additional rights and privileges against me. Rights, privileges and advantages that Commonwealth would not otherwise have had. Moreover, a decisive preference of this magnitude suggests real bias against me.

I became even more aware of this bias during the course of the hearing on September 24, 2019. During the hearing, only three issues were actually addressed--even though I did present evidence of two additional issues in my petitions.

The three issues addressed at the hearing were my problems with the gas heater, CO/smoke detector and the electric breaker.

While discussing problems with my CO/smoke detector, I explained that (because I am retired) I would be at home to let the repairman in at any given time. In addition, a review of the CD recording will show that I never insisted on being present because I would actually be at home any way. More importantly, however, is Ms. Ahmad's assertion that the issue had been resolved. It has not been resolved, and I informed her of that fact.

Why did Ms. Ahmad simply ignore my claim? While it is true that a CO/smoke detector was installed, it has never worked properly and still needs to be replaced.

In addition to the above, Ms. Ahmad's ruling that the issue had been resolved is not supported by substantial evidence. When

11/11/20
2020 Jan 27 11:12:33
I submitted my petition (T19-0235), I attached a copy of the NOTICE OF VIOLATION issued by the City of Oakland. The notice documented the problems relating to the CO/smoke detector, the broken patio door handle, leaking bedroom vent and the defective electrical breaker. More importantly, I explained to Ms. Ahmad that these problems still remained unresolved. I am attaching another copy of the NOTICE OF VIOLATION.

On January 21, 2020, the Building Inspector, Mr. Randy Schimm, returned to my unit and noted/documented the above-referenced problems in a second NOTICE OF VIOLATION. Not much has actually changed. Furthermore, according to Mr. Schimm, the second notice will go out later this week.

In addressing the electrical breaker issue, a review of the CD recording will reveal evidence of clear bias by Ms. Ahmad. How exactly? When Allen Sam testified during the hearing, he openly admitted that he ^{was} not an electrician and actually knew nothing about electrical matters. However, as a solution to the electrical breaker problem, he suggested that we just stop turning everything on at once.

Well, there were no facts or statements suggesting that we turned everything on at once. We simply mentioned that our electricity went dead when the stove and oven were on at the same time. This is normal stuff; nothing out of the ordinary here.

In addition to the above, When Ms. Ahmad suggested that Allen Sam (Property Manager) "credibly testified" that we are overloading the circuit breaker and should stop turning everything on at once, she actually was assuming facts not in evidence. Was Allen Sam

even there? NO! Was Ms. Ahmad there? NO! More importantly, neither I nor my wife said anything about turning everything on at once. A review of the CD recording will substantiate this.

Consequently, Ms. Ahmad's determination that Allen Sam testified credibly was based on nothing short of sheer bias. In addition, there no facts to suggest that Allen Sam knew anything about how or why the electrical overload occurred. It was all speculation, and Ms. Ahmad just ate it all up. Moreover, our inability to cook meals at home does materially affect habitability. Therefore, our claim for an offset should be respected.

Also, Ms. Ahmad's ruling is not supported by substantial evidence for yet another reason. Even though the problem with my patio sliding door handle and leaking bedroom vent are specifically noted in the NOTICE OF VIOLATION (dated 3/11/19), she would not address these very real and legitimate issues at the hearing or in her decision.

CONCLUSION

Given the potential for disparate and/or material issues of fact in this matter, I am asking that this case be referred to a hearing before the Rent Board. Also, given the foregoing, I am asking that the previous ruling be reversed and that we receive decreased housing services consideration for the heater, smoke detector, electrical breaker, broken patio door handle and leaking bedroom vent.



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

inspectioncounter@oaklandnet.com

(510) 238-6402

FAX:(510) 238-2959

TDD:(510) 238-3254

NOTICE OF VIOLATION

March 19, 2019

Certified and Regular mail

To: WILLIAMS JOHN F & 42I ASSOCIATES
C/O TED W DANG
1305 FRANKLIN ST 500
OAKLAND CA 94612-3224

Code Enforcement Case No.: 1900895
Property: 2230 LAKESHORE AVE, Unit 7
Parcel Number: 023 -0414-013-00

Re-inspection Date/Correction Due Date: April 24, 2019

Code Enforcement Services inspected your property on **March 11, 2019** and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Randy Schimm**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-3846 and by email at rschimm@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.


- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total **\$2,665.00**.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **April 24, 2019** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the end of the appeal period. A filing fee in the amount of \$110.00 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

Investor-Owned Residential Property OMC 8.58	Foreclosed and Defaulted OMC 8.54
<p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>Nuisance Abatement Lien (Notice of Violation) A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p> <p>(Priority Lien) (OMC 8.58.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>	<p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>(Priority Lien) (OMC 8.54.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>

Sincerely,

 Randy Schimm
 Specialty Combination Inspector
 Planning and Building Department

Enclosures as applicable:

- | | | |
|--|---|---|
| <input type="checkbox"/> Blight brochure | <input checked="" type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input checked="" type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input checked="" type="checkbox"/> Smoke Alarms brochure |
| <input checked="" type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |

cc:

Administrative Hearing Fees	
Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00
Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee	

Property Address: 2230 LAKESHORE AVE, Unit 7

Complaint #: 1900895

Property Maintenance (Blight) - (Checklist of Violations attached)

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
Water dripping from heater vent in bedroom. Newer mechanical vent ducting installed on roof from FAU to bedroom without proof of permits.	Repair leak at water intrusion source. Obtain permits, inspections and approvals.	15.08.050 15.08.260 15.08.120 15.08.140
Sliding patio door handle broken and frame showing large gap at screw location.	Replace handle/repair frame.	15.08.050
Tenant complaint of breakers tripping when using electric range.	Inspect cause of breakers tripping. If replacing upgrading of electrical service or sub panel is required, obtain permits, inspections and approvals.	15.08.260 C 15.08.120 15.08.140

Zoning

Description of Violation	Required Action	OMC Section

CHRONOLOGICAL CASE REPORT

Case No.: T19-0454
Case Name: Lee v. Harvest Real Estate
Property Address: 437 Hale Avenue, Unit A, Oakland, CA
Parties: Chadwick W. Lee (Tenant)
Daniel Bo, Harvest Real Estate (Owner Manager)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	October 3, 2019
Owner Response filed	June 2, 2020
Hearing Decision Mailed	September 10, 2020
Tenant Appeal filed	September 11, 2020

T19-0454 MS/LM

City of Oakland Rent Adjustment Program

Tenant Petition

RECEIVED

OCT - 3 2019

RENT ADJUSTMENT PROGRAM
OAKLAND

Case **Petition: 10870**

Property Address **437 HALE AV**

Party	Name	Address	Mailing Address
Tenant	Chadwick william lee	437 Hale Avenue A Oakland, CA 94603	1319 washington ave 1162 san leandro, ca 94577
Manager	Daniel harvest real estate	22769 Watkins St Hayward, CA 94541	22769 Watkins St Hayward, 94541
Owner	unknown unkown unknown	22769 Watkins St Hayward , CA 94541	22769 Watkins St Hayward , 94541

Rental Property Information

Number of Units	4
Type of unit you rent	Apartment, Room or Live-work
Are you current on your rent?	Yes

Grounds for Petition

Health, Safety, Code Violations
Decrease in Services

Rental History

When did you move into the unit?	9/22/2015
Initial monthly rent	1300
When did the property owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)?	9/22/2015
Did the property owner provide you with a RAP Notice, a written notice of the existence of the Rent Adjustment Program?	Yes
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No
Have you ever filed a petition for your rental unit?	No

**City of Oakland Rent Adjustment Program
Tenant Petition**

Case **Petition: 10870**
Property Address **437 HALE AV**

Rent increases that you want to challenge.

Did you receive a RAP Notice with the notice of rent increase?	Date RAP notice served	Date increase goes into effect	Monthly Rent Increase From	Monthly Rent Increase To	Are you contesting this increase in this petition?
No					No

Description of Decreased or Inadequate Housing Services

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

Are you being charged for services originally paid by the owner?	No
Have you lost services originally provided by the owner or have the conditions changed?	Yes
Are you claiming any serious problem(s) with the condition of your rental unit?	Yes

Loss of Service

Date Loss Began	Date Owner Was Notified of Loss	Estimated Loss	Reduced Service Description
6/21/2019		100	Bathroom: ceiling has slight leak and need to be investigated, reinsulated and room needs paint. Tub needs drain and stopper replaced, parts were left on site by previous owner. The hand rail also needs to be secured. Rear bedroom: Closet walls still mildewing from not being insulated and not being properly treated by previous management. Closet door frame is cracked and held together by screws. The door itself needs to be planed. Smaller bedroom: electrical outlets and wiring are bad, trip the panel switches and knock out power. Living room: front door frame and door are cracked and badly repaired. Window locks on courtyard facing windows need to be replaced. Exterior: carport needs cleaning, support posts are worn and need replacement. Loss of amenities: front gate was placed on the side of building rather than being put back on the track, so now we no longer have a locking security gate. Cameras were not replaced. Pest control services were stopped. Side gate locks were switched and I have never recieved a key for backyard access. Property manager does not have permissi

Mediation

City of Oakland

2 / 3

**City of Oakland Rent Adjustment Program
Tenant Petition**

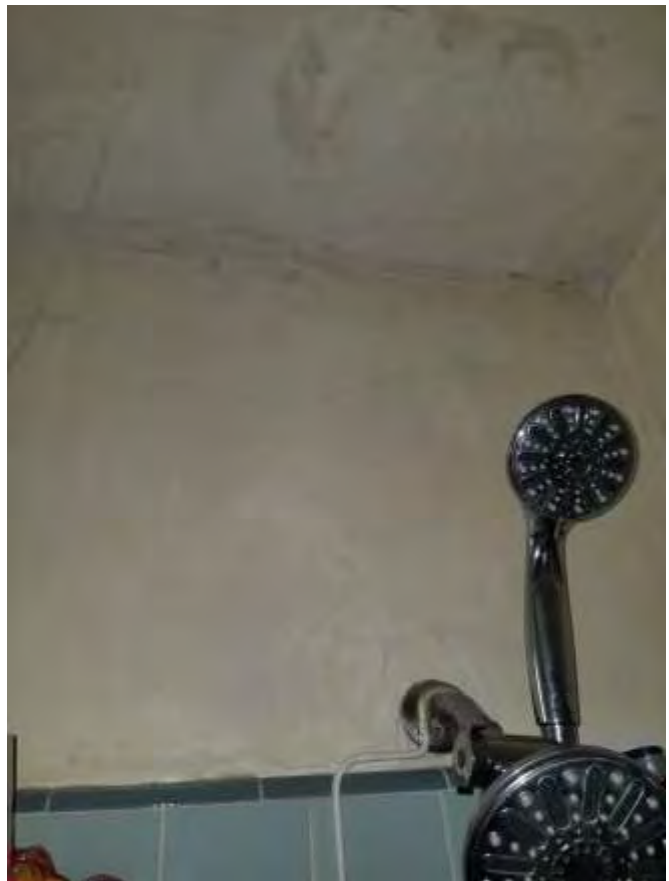
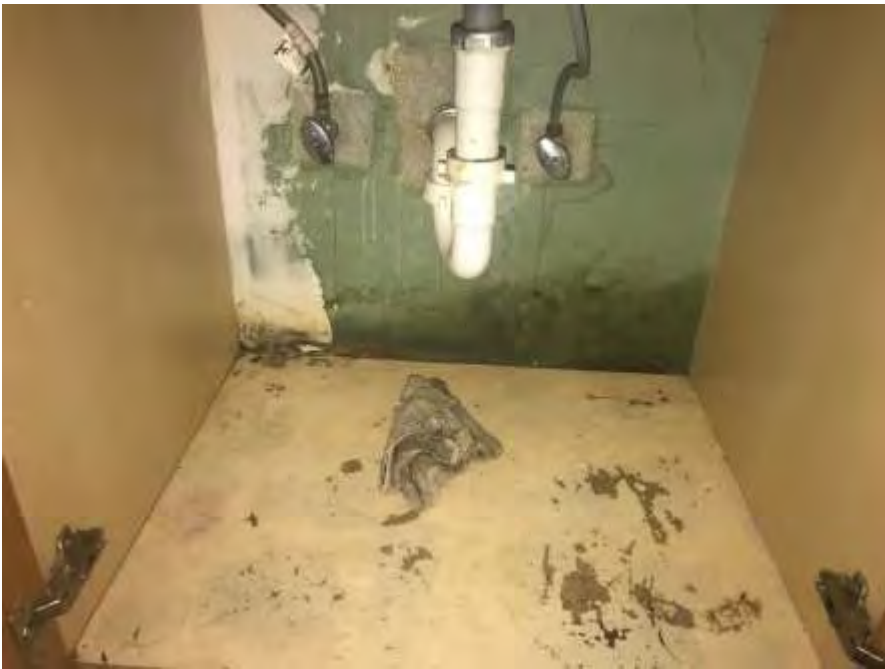
Case **Petition: 10870**
Property Address **437 HALE AV**

Mediation Requested

No

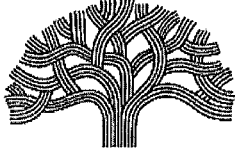
City of Oakland

3 / 3



000051





CITY OF OAKLAND

Housing and Community Development Department
Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612-2034

TEL (510) 238-3721
FAX (510) 238-6181
TDD (510) 238-3254

October 31, 2019

Manager

Daniel, Harvest Real Estate
22769 Watkins St
Hayward, CA 94541

The Rent Adjustment Program received the petition(s) attached to this letter on October 3, 2019. One or more of your tenant(s) are protesting one or more rent increases alleging that they exceed the maximum rent permitted by Oakland Municipal Code Chapter 8.22 and alleging a decrease in housing services. For details please see the attached copy of the petition.

Your case has been assigned Case No. T19-0454.

The case title and file name is Lee v. Harvest Real Estate.

The analyst assigned to your case is Margaret Sullivan at (510) 238-7387.

YOU MUST FILE A WRITTEN RESPONSE TO THE ATTACHED TENANT PETITION(S) WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE OF MAILING OF THIS NOTICE OR A DECISION MAY BE MADE AGAINST YOU. THE RESPONSE MUST BE FILED ON THE PROPER FORM AND MUST BE RECEIVED AT THE CITY OF OAKLAND'S RENT ADJUSTMENT PROGRAM OFFICE ON OR BEFORE THE DUE DATE.

Oakland Municipal Code Chapter 8.22 (Rent Adjustment Ordinance) limits the annual permissible rent increases that can be imposed on a rental unit covered by the Ordinance. If a unit is voluntarily vacated, or the tenant is evicted for cause, the rent may be raised without restriction upon re-renting. The new tenancy is again subject to the rent increase limitations in the Ordinance.

The Ordinance requires that you provide a written notice of the existence of the Residential Rent Adjustment Program to tenants in covered units at the start of the tenancy. You must use the Rent Adjustment Program form titled "Notice to Tenants of the Residential Rent Adjustment Program". This document is also called the "RAP Notice". The Ordinance also requires that you serve the same notice together with all notices of rent increase and all notices of change in terms of tenancy.

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Rent increases less than, or equal to, the annual CPI increase need not be justified. Rent increases in excess of the annual CPI increase may be justified on one or more of the following grounds:

The following are summaries ONLY. For complete information, please see Oakland Rent Adjustment Ordinance and the Rent Adjustment Regulations. You may call the Rent Program Office to have your questions answered or to obtain a written copy of the Ordinance and Regulations.

1. EXEMPTION: (OMC Section 7.22.030)

You may prove an exemption from application of the Oakland Rent Adjustment Ordinance. The exemptions are found in the Rent Adjustment Ordinance. The most common exemption is that the unit is government subsidized housing. Other common exemptions are for units constructed after January 1, 1983 (new construction) and single family houses exempt under the Costa Hawkins Rental Housing Act. See the Ordinance for a complete list and details.

2. CAPITAL IMPROVEMENT/UNINSURED REPAIR COSTS: (Regulations Section 10.)

Capital improvements increases may only be granted for improvements that have been completed and paid for within the 24-months immediately before the effective date of the proposed rent increase. To justify a rent increase for capital improvements expenditures or uninsured repair expense you must provide, at least 7 days prior to the Hearing, copies of receipts, invoices, bid contracts or other documentation showing the costs were incurred to improve the property and benefit the tenants, and evidence to show that the incurred costs were paid. The owner can only pass through 70% of costs incurred and may not increase the rent more than 10%.

3. INCREASED HOUSING SERVICE COSTS: (Regulations Section 10.)

Housing Service Costs are expenses for services provided by the landlord related to the use or occupancy of a rental unit. In determining whether an increase in housing service costs justifies a rent increase in excess of the annual CPI increase, the annual operating expenses related to the property for the most recent two years are compared. Year two costs must exceed year one costs by more than the current annual increase. The expenses considered include property taxes, business license/taxes, and insurance, P.G. & E., water, garbage, maintenance and repairs, managerial costs and other legitimate annually recurring expenses to operate the rental property, except debt service. Evidence is required to prove each of the claimed housing costs.

4. BANKING/RENTAL HISTORY:

"Banking" refers to deferred annual general rent increases (CPI increases) that were not imposed, or were not imposed in full, and carried forward to future years. Subject to certain limitations, imposition of annual general increases may be deferred up to 10 years. After 10 years, general increases that were not imposed, expire. Evidence of the rental history of the subject unit is required.

5. NECESSARY TO MEET CONSTITUTIONAL FAIR RETURN REQUIREMENTS:

In order to prove that the owner is entitled to a rent increase based on constitutional fair return an owner must establish that the return on the investment is less than the return that would have been received for an investment of similar risk. At a minimum, proof of the amount of investment, evidence of the return from other investments of similar risk and an analysis of the rate of return from the rental property, including an appreciation in the value of the property, are required.

6. DEBT SERVICE:

Debt service has been eliminated as a reason for a rent increase effective April 1, 2014. However, if an owner made a bona fide offer to purchase property before April 1, 2014, a debt service rent increase may be approved. An increase in rent based on debt service costs will only be approved in those cases where the total property income is insufficient to cover the housing service costs and 95% of the debt service costs for purchase money for mortgages secured by the subject property. Eligible debt service costs are the actual principal and interest applicable to the property.

Additional Requirements

- 1. have a current Oakland Business License**
- 2. be current on payment of the Rent Adjustment Program's Service Fee**
- 3. file a timely response on the Landlord Response form and submit the required**

If you wish to review all documents filed, you are entitled to review the file at the Rent Adjustment Program Office. **Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.** For an appointment to review a file call (510) 238-3721.

If you have questions not answered by this notice, please contact the Residential Rent Adjustment Office at (510) 238-3721 between the hours of 8:30 a.m. and 5:00 p.m.

PROOF OF SERVICE

Case Number T19-0454

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Documents Included

Landlord Notification of Tenant Petition

Landlord Response Form

Manager

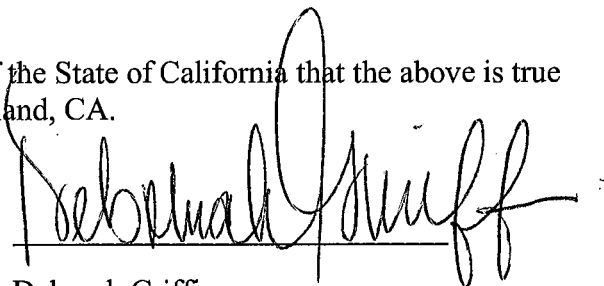
Daniel, Harvest Real Estate

22769 Watkins St

Hayward, CA 94541

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 31, 2019** in Oakland, CA.

A handwritten signature in black ink, appearing to read "Deborah Griffin", written over a horizontal line.

Deborah Griffin

Oakland Rent Adjustment Program

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RECEIVED *via email*



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-0243
(510) 238-3721

For date stamp.

JUN 02 2020

**RENT ADJUSTMENT PROGRAM
OAKLAND**

**PROPERTY OWNER
RESPONSE**

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T -

Your Name Daniel Bo	Complete Address (with zip code) 20876 Wilbeam Ave, Castro Valley, CA 94546	Telephone: 510-516-4785 Email: dbo@harvestreg.com
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) Chad Lee	Complete Address (with zip code) 437 Hale Ave #A, Oakland, CA 94603	
Property Address (If the property has more than one address, list all addresses) 437 Hale Ave, Oakland, CA 94603		Total number of units on property 4

Have you paid for your Oakland Business License? Yes No Lic. Number: 00217577
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee? Yes No APN: 045-5365-002-02
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: /// 09/03/2019

Is there more than one street address on the parcel? Yes No

Type of unit (Circle One): House / Condominium/ Apartment, room, or live-work

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you can provide organized documentary evidence demonstrating your entitlement to the increase prior to your hearing. This documentation may include proof of payment, receipts, invoices and permits. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

Date of Contested Increase	Banking (Deferred Annual Increases)	Increased Housing Service Costs	Uninsured Repair Costs	Fair Return
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are justifying additional contested increases, please attach a separate sheet.

II. RENT HISTORY If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on _____.

The tenant's initial rent including all services provided was: \$ _____ / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants? Yes _____ No _____ I don't know _____

If yes, on what date was the Notice first given? _____

Is the tenant current on the rent? Yes _____ No _____

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

Date Notice Given (mo/day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
		\$	\$	Y Yes Y No
		\$	\$	Y Yes Y No
		\$	\$	Y Yes Y No
		\$	\$	Y Yes Y No
		\$	\$	Y Yes Y No

III. EXEMPTION

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). **If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:**

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
5. Is the unit a single family dwelling or condominium that can be sold separately?
6. Did the petitioning tenant have roommates when he/she moved in?
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** less than 30 days.

The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction. (The exemption can only apply where both (a) a property owner has applied for the exemption prior to 10/20/17 and (b) RAP has issued the certificate of exemption for that building.)

The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.

IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

The owners are not responsible for any decreased housing services, and have actually made a noticeable effort to improve the property upon acquisition. Multiple issues cited by tenant are actually because of another tenant on site, while other issues have been addressed or in the pipeline.

V. VERIFICATION

I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.



06 / 02 / 2020

Property Owner's Signature

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center.. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

File Review

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

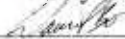
Mediation Program

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.



06 / 02 / 2020

Property Owner's Signature

Date

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612

Housing and Community Development Department
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay Service 711

HEARING DECISION

CASE NUMBER: T19-0454, Lee v. Harvest Real Estate
PROPERTY ADDRESS: 437 Hale Ave., Unit #A, Oakland, CA
DATE OF HEARING: June 29, 2020, held remotely via Zoom
DATE OF DECISION: August 28, 2020
APPEARANCES: Chadwick W. Lee, Tenant
Daniel Bo, Harvest Real Estate, Owner/Manager

SUMMARY OF DECISION

The Tenant Petition is denied.

CONTENTIONS OF THE PARTIES

On October 3, 2019, the tenant filed a Tenant Petition, alleging several decreased housing services and serious problems with the condition of the rental unit.

The owner filed a timely response which alleged that either no loss of housing services occurred or the owner addressed the issue within a reasonable time.

ISSUES

- (1) Are some of the claims for decreased housing services timely filed?
- (2) Have the housing services decreased, and if so, by what amount?

EVIDENCE

Background

The subject unit is located in a residential building consisting of a total of four (4) residential units and the current owner acquired the property on September 3, 2019.

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The tenant stated on his petition and testified at the hearing that he moved into the subject unit on September 22, 2015, at the initial rent of \$1,300.00 per month. The tenant received the first notice of the existence of the Rent Adjustment Program (RAP Notice) on September 22, 2015, when he first moved in. The tenant's current monthly rent is \$1,442.00, as of December 1, 2019, and there is no pending rent increase. This evidence was not disputed.

Decreased Housing Services

In his petition and at the hearing the tenant identified the following issues:

1. Security Gate and Cameras Removed. The tenant testified that the security gate and cameras placed at entry and common areas were removed and not replaced. He identified June 21, 2019, as the date of loss when this changed condition occurred. The owner testified that another tenant removed the security gate and stole the cameras; he testified that this tenant caused other incidents and he started eviction proceeding against that tenant.

2. Pest Control Services Stopped as of June 21, 2019. The tenant testified that the regular pest control service was stopped. The owner testified that he resumed the regular pest control service in November of 2019.

3. No Cleaning of Common Areas/Landscaping. The tenant testified that common areas, including carport needs cleaning and that, as of June 21, 2019, there is no regular cleaning and yard maintenance.

4. Bathroom Leak. The tenant testified that on several occasions there was a leak in pipes in the ceiling due to pipes moving within the walls. This leak occurred about four times within the last three years. The owner testified that whenever there was a leak, the plumber was called and fixed it.

5. Mildew Due to Poor Insulation. The tenant testified that mildew appears on the walls due to insufficient insulation in the walls. If he ventilates by opening windows than the heat escapes and if he does not ventilate, the mold appears on the walls due to moisture. The tenant believes this issue would be resolved if the walls were insulated. The owner testified that he was willing to install insulation in the walls and found a contractor who was supposed to follow up and contact the tenant. The tenant testified that the contractor called him and the tenant returned his call but as of the date of the hearing, the contractor did not call back.

6. Doors do not open properly. The tenant testified that some of the interior doors inside his unit do not operate correctly as the door frames are cracked and/or were not repaired correctly. The owner testified that he called a contractor who inspected the doors and found that the doors operate within the normal standard.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Claims for Decreased Housing Services are Untimely

For a petition claiming decreased housing services, the petition must be filed within ninety (90) days of whichever of the following is later: (1) the date the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.¹ It is undisputed that the tenant received the RAP Notice on September 22, 2015.

Security Gate and Cameras Removed: The tenant identified June 21, 2019, as the date of loss when this changed condition occurred. To be considered timely, the tenant's petition should have been filed within 90 days of June 21, 2019, which was September 19, 2019. Since the tenant petition was filed on October 3, 2019, it was untimely filed.

Pest Control Service Stopped: This condition also represents a discrete act and to be considered timely, the tenant's petition should have been filed within 90 days of June 21, 2019, which was September 19, 2019. Tenant Petition was filed on October 3, 2019. Therefore, it was untimely filed.

Cleaning of Common Areas/Landscaping Stopped: The tenant identified in his petition June 21, 2019, as the date of when the loss of service began. To be considered timely, the petition should have been filed within 90 days of June 21, 2019, which was September 19, 2019. Tenant Petition was filed on October 3, 2019. Therefore, it was untimely filed.

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent² and may be corrected by a rent adjustment.³ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability⁴ of a unit or one that was provided at the beginning of the tenancy and is no longer being provided, or one that was contracted between the parties.

In a decreased services case, the tenant has the burden of proving decreased housing services by a preponderance of the evidence that he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to a relief.⁵

¹ O.M.C. §8.22.090A(3)(a)

² O.M.C. §8.22.070(F)

³ O.M.C. §8.22.110(E)

⁴ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

⁵ Hearing Decision T11-0191, *Howard v. Smith* (2012)

Bathroom Leak: The tenant testified that this leak occurred about four times in a three-year period and each time it was fixed. It is not uncommon for leaks to occur in older buildings. A leak that occurs four times in a three-year period is inconvenient but does not represent a loss of a service that seriously affects the habitability. An inconvenience does not warrant a decrease in rent. Therefore, this claim is denied.

Mildew Due to Poor Insulation: The owner acted reasonably in retaining the contractor and asking him to contact the tenant directly. The owner learned at the hearing that the contractor did not return the tenant's call but testified that he will address this issue. The owner is now on notice and has a reasonable time to follow up with the contractor and remedy this problem before any relief may be ordered. Therefore, this claim is denied at this time.

Doors do not open properly: The owner acted reasonably to have the contractor inspect the doors and followed the contractor's recommendation not to replace the doors and/or frames. While this option may not be the tenant's choice, this condition does not represent a decreased housing service relating to habitability or serious code violation that would warrant reduction in rent. Therefore, this claim is denied.

ORDER

1. The Tenant Petition T19-0454 is denied.
2. The tenant's claims for decreased housing services relating to removal of security gate, cameras, regular pest control and cleaning/maintenance services are denied as untimely filed.
3. The tenant's claims for decreased housing services relating to bathroom leak, insulation and doors are denied at this time.

Right to Appeal: **This decision is the final decision of the Rent Adjustment Program.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: August 28, 2020

Linda Moroz

Linda M. Moroz, Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T19-0454

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached document listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Document Included

Hearing Decision

Manager

Daniel Bo, Harvest Real Estate
22769 Watkins St
Hayward, CA 94541

Tenant

Chadwick W Lee
1319 Washington Avenue
San Leandro, CA 94577

Chadwick W Lee
437 Hale Avenue, Unit A
Oakland, CA 94603

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **September 10, 2020** in Oakland, CA.



Ava Silveira
Oakland Rent Adjustment Program

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 CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp.
	<u>APPEAL</u>

Appellant's Name Chadwick Lee		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 437 Hale Ave Apt A			
Appellant's Mailing Address (For receipt of notices) 1319 Washington Ave unit 1162 San Leandro CA 94577		Case Number T19-0454	Date of Decision appealed 9/10/2020
Name of Representative (if any)		Representative's Mailing Address (For notices)	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) **There are math/clerical errors that require the Hearing Decision to be updated.** *(Please clearly explain the math/clerical errors.)*
- 2) **Appealing the decision for one of the grounds below (required):**
 - a) **The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board.** *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) **The decision is inconsistent with decisions issued by other Hearing Officers.** *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) **The decision raises a new policy issue that has not been decided by the Board.** *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) **The decision violates federal, state or local law.** *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) **The decision is not supported by substantial evidence.** *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*


For more information phone (510) 238-3721.

- f) **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g) **The decision denies the Owner a fair return on my investment.** (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) **Other.** (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 25.

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
 I declare under penalty of perjury under the laws of the State of California that on 9/10, 2020, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Harvest Real EstateGroup
<u>Address</u>	20876 Wilbeam Ave,
<u>City, State Zip</u>	Castro Valley, CA 94546
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	9/10/20
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

This appeal must be received by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision. If the last day to file is a weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

For more information phone (510) 238-3721.

Chadwick Lee

437 Hale Ave Apt A
Oakland CA 94603
510-850-1141
chadwick.w.lee@gmail.com

24th September 2020

Dear Ms. Reader,

This letter is to address the reason for my RAP hearing appeal for case number T19-0454, Lee v. Harvest Real Estate. My reasons for contesting this decision are as follows:

- No work has been completed on the unit since the hearing date, allowing more than reasonable time to work on walls and other work listed. The hearing result left these items open ended and unaddressed as long as they were repaired within a reasonable timetable. It has now been several months since the initial hearing.
- No mention of the illegal notice of rent increase which was provided to your office. This should be addressed, as the increase notice is not valid. I submitted a copy of the notice and will resubmit if necessary. The notice provided did not include legal name, break down of rent, address, or many such factors.
- Many documents were not available at the hearing despite being emailed and acknowledged as received by members of your department. I would like to have the pictures and video provided of defunct doors, windows, and uninsulated walls to be included when making the decision regarding my case.
- There was an assumption at the hearing that almost all deficient matters were too old to qualify for an RAP hearing, this is not the case. The loss of window bars has not been addressed or repaired.
- The building is not up to code and has several fire hazards not addressed in the hearing response. Several doors stick and do not operate without special knowledge and effort. Creating a potential death trap like scenario in case of emergency. These were not referenced in the RAP decision response.

Sincerely,

Chadwick Lee

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CHRONOLOGICAL CASE REPORT

Case No.: T19-0514

Case Name: Green v. Mosser Companies Inc.

Property Address: 265 Vernon Street, Unit 214, Oakland, CA

Parties: Morris Green Jr. (Tenant)
Jackie Zaneri (Tenant Representative)
Maria Recht (Owner's Agent)
Greg & Jr McConnell (Owner's Representatives')

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	November 15, 2019
Owner Response filed	January 13, 2020
Order of Settlement Mailed	October 7, 2020
Tenant Appeal filed	November 2, 2020

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T19-0514 EMAS

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

RECEIVED

For date stamp



CITY OF OAKLAND

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243
(510) 238-3721

2019 NOV 15 PM 4:29

TENANT PETITION

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly

Your Name Morris Green Jr.	Rental Address (with zip code) 265 Vernon St Apt #214 Oakland, CA 94610	Telephone: 510-350-7672 E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Mosser Companies Inc. OAK 265 Vernon St Associates/ 265 Vernon St Property, LLC	Mailing Address (with zip code) Mosser Companies Inc. 308 Jessie St San Francisco, CA 94103	Telephone: (415) 673-1608 (628) 895-5809 Email: chergenroether@mosserco.com
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 44

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> <u>Apartment</u> , Room, or Live-Work
Are you current on your rent? (check one)	<input checked="" type="checkbox"/> <u>Yes</u>	<input type="checkbox"/> No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

I. GROUNDS FOR PETITION: Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/> (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/> (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
 (e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
 (f) The rent increase notice(s) was (were) not given to me in compliance with State law.
 (g) The increase I am contesting is the second increase in my rent in a 12-month period.
 (h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
 (i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
 (j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
 (k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
 (l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
 (m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
 (n) The rent was raised illegally after the unit was vacated as set forth under OMC 8.22.080.

II. RENTAL HISTORY: (You must complete this section)

Date you moved into the Unit: November 1st, 2006 Initial Rent: \$ 850 (\$900 w/ parking etc.)/month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: 9/28/2018. If never provided, enter "Never."
 According to Mosser Co, property owner's petition for approval of rent increase via capital improvement
 Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*		Did You Receive a Rent Program Notice With the Notice Of Increase?	
		From	To	Yes	No	Yes	No
5/29/2019 and 8/27/2019	7/1/2019 and 10/1/2019	\$1,118.53	\$1,157.68	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5/24/2018	7/1/2018	\$1,058.21	\$1,118.53	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
9/28/2015	11/1/2015	\$1,058.21	\$1,115.01	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4/25/2014	6/1/2014	\$1,036.45	\$1,058.21	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
4/25/2013	6/1/2013	\$1,006.27	\$1,045.05	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
12/21/2011	2/1/2012	\$974.12	\$1,006.27	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
12/23/2010	2/1/2011	\$948.51	\$974.12	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
12/23/2009	2/1/2010	\$929	\$948.51	Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
9/5/2007	11/1/2007	\$850(\$900)	\$929	Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Rev. 9/6/18

For more information phone (510) 238-3721.

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* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a *RAP Notice* with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

- Yes
 No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

T12-0039, T13-0189, T14-0207, T15-0544 and L19-0119 (Tenant's Response)
2012 2013 2014 2015 2019

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

Are you being charged for services originally paid by the owner?

Yes No

Have you lost services originally provided by the owner or have the conditions changed?

Yes No

Are you claiming any serious problem(s) with the condition of your rental unit?

Yes No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

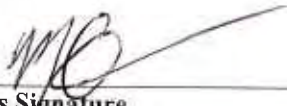
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

IV. VERIFICATION: The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.



Tenant's Signature

11/14/2019

Date

The issues I'm bringing attention to show the inconsistencies on how things are handled, operated, communicated and the decrease in housing services and other incidents at this said property. Such incidents that I am alluding to include:

2019 NOV 15 PM 4:29

1. Elevator being out of service for an extended long period of time, which is very inconvenient for tenants particularly the elderly and people with a disability;
2. **Swimming pool being out for some time due to several violations with the pool not being properly cured by previous owners and the pool being off limits;**
3. Newly installed intercom entry system by Mosser Co. that hasn't stop unwarranted intruders or packages and items from being stolen and for it not working properly (i.e., the inability for tenants to let someone into the complex whenever guests use the intercom system). Note: It was operable under the previous ownership;
4. Noise concerns and loitering issues on the premise due to dogs being allowed to occupy dwelling units, dogs being unleashed, dogs pooping on the premises, dogs habitually barking that disturbs the public peace, and dogs in the swimming pool;
5. Many security breaches that resulted in tenant's packages and mail being stolen and the mailbox being vandalized/broken despite 15+ cameras on the property;
6. The cleanliness of the common area and walkways with trash being left outside people's dwelling units which is unsanitary, a tripping hazard (safety), and brings unwanted rodents, insects and creatures into the complex;
7. Tenants inconvenience during construction projects or activity and tenants had to move their vehicles off the premises or vehicles being blocked while contractors replaced the existing roof, when remodeling was being done on vacant dwelling units that contribute to noise and constant water/power shutoffs and inspections;
8. Limited improvements on dwelling units where tenants lived in for over 5+ years;
9. Mosser Co. high staff turnover with changes to Resident and Property Managers;
10. Receiving a surprised letter from Mosser Co. staff regarding a \$0.01 shortage to my account when I offered to pay the penny towards my March 2018 rent on the same day of delivery when I noticed an error on the postal money order, but was told by Mosser Co. staff it's okay to apply it to my April 2018 rent for which I did;
11. Mosser not providing me a notification letter of my \$151.45 credit to my account;
12. Mosser improving vacant dwelling units with new appliances, décor, and so forth, but charging new tenants an exorbitant amount for rent from \$2,500 to \$3,000;
13. Mosser or their under LLC is renting out dwelling units in the disguise of Airbnb;
14. Mosser never providing a Notice to Tenants of the Residential Rent Adjustment Program (RAP) with the Notice of the first CPI rent increases of 2.3% (2017) and 3.4% (2018) until September 28, 2018 according to the Property Owner's Petition for approval of rent increase through capital improvements (Case No.: L19-0119);
15. Mosser Co. charging tenants twice for Rent Program Service (RAP) fee (\$34) for the following months of July 1, 2019 and October 1, 2019;
16. **Being aware of the twenty-plus (20+) properties Mosser Co. owns in Oakland and San Francisco under a private limited liability company (LLC) or another type of business entity that they are imposing the same unethical and greedy tactics in the form of petitions for rent increase approvals through capital improvement;**
17. Lack of 24 hours notices received for repairs and events taking place on property;
18. Poor communication by Mosser Co. and the inability to speak with Mosser's staff directly when they don't return any phone calls.

Also, due to the various construction activities that have occurred from projects that were performed onto this property in the past it has caused a drastic decline in housing services. A list of declined or decreased in housing services includes:

1. Safety hazards (i.e., paint exposure, exposed unfinished railings or construction work and left over debris or construction material and supplies not being properly barricaded or contained);
2. Parking inconvenience and loss of utilities services with no compensation during the construction, repair or utilities shutdown activity;
3. Inability to use the elevator and swimming pool area because both were closed or out of service for an extended period of time due to ongoing maintenance issues, violations, and construction activity;
4. Schedule inconvenience and the inability to enjoy our home when the Mosser Companies' staff, agents, and its contractors wanting to enter our apartment units;
5. Dust and air quality issues, which affects our health and the dust covering many vehicles on the property (no compensation from the owner for car wash expenses);
6. Noise issues disturbing the peace of comfort or "Quiet Enjoyment" of living, which is a Law in California, resulting from the various construction activity that occurred on the property and the remodeling of various apartments;
7. Security issues (i.e., ineffective intercom entry system and camera installations) that haven't stop unwarranted intruders or packages or items from being stolen;
8. Security issues with Mosser Co. under LLC renting out dwelling units to unknown guests in the disguise of Airbnb and pushing people in the community out.

All of these decreased in housing services has affected my living situation and probably other tenants also at this property, with no compensation offered to the affected tenants and despite the fact that these project improvements done onto the property, which should not be classified as substantial rehabilitation does little to no benefit to the tenants during these difficult economic times. I feel these rent increases, which includes a petition for rent increase via capital improvement pass-through and decrease in housing services, is unfair and a disservice to long time residents like myself at this apartment complex.

According to the City of Oakland's Justifications for Rent Increase Higher than the CPI Increase, "**Note: An owner may take the CPI Increase OR any combination of individual adjustments, but not both.**" Therefore, since I and most likely other tenants are being charged for both, I feel that is unjust (See the City of Oakland's "Justifications for Rent Increase Higher than the CPI Increase" document for details).

In addition, the various projects have also affected my Quiet Enjoyment of Living Space or according to the Warranty of Quiet Possession, California Civil Code Section 1927, which states that a rental agreement binds the landlord to provide their tenants with quiet possession during the term of the agreement. This means that I have the right to be free from interference in using and enjoying my home during the time I am living here (See **Warranty of Quiet Possession, California Civil Code Section 1927**).

Ever since Mosser took over as owner of 265 Vernon Street Property in October 11, 2016 there have been many projects performed. Some of the projects performed by Mosser Co., residents didn't receive a 24 hour notice in time, which is required by management to notify tenants of the work to be performed. The lack of communication inconveniently affected tenants work schedule, availability and quiet enjoyment of living.

The various projects performed on this property are the most I ever experienced by one ownership since I have been living here, which leads me to ask the question what is the purpose of all of these projects by Blosser Companies, which some are unnecessary and have not been discussed with the tenants beforehand if the work was needed or not.

The list of projects that were performed or have yet to be performed include:

1. Painting the elevator's interior (Tuesday, October 18, 2016);
2. Water Shutoff for hot water supply (Wednesday, October 26, 2016);
3. Water Shutoff for plumbing repairs (Tuesday, December 20, 2016);
4. Water Shutoff for plumbing repairs (Friday, December 30, 2016);
5. Water Shutoff for plumbing repairs (Wednesday, January 4, 2017);
6. PPM Measuring for conducting "As-Built" floor plans of the building for insurance purposes (Wednesday, March 15, 2017 and Thursday, March 16, 2017);
7. Water Shutoff for plumbing repairs (Thursday, April 6, 2017);
8. Swimming Pool Update regarding several violations with the pool not being properly cured by previous owners and the pool being off limits (May 1, 2017);
9. Unauthorized Parking Warning notice for cars being blocked by unauthorized vehicles (May 5, 2017), which has happened to me several times;
10. Pool key distribution after receiving updated swimming pool permit and the pool is now open (May 9, 2017);
11. Audits of Storage Spaces notice (May 24, 2017);
12. Key Auditing & Testing all keys including apartment keys (June 6, 2017);
13. Replacing Existing Roof, which blocked our driveway entrance for several days and prevented tenants from swimming in the pool due to the dust and debris entering the pool from June 16 to July 10 (June 16, 2017 and June 19, 2017);
14. Electrical Shutoff to the building on Tuesday, June 27, 2017 (June 21, 2017);
15. PS2 Painting project consisting of painting the exterior and interior of the building including the railings. Prep work such as power wash and painting occurred on July 11 and currently still ongoing as of October 16, 2017 (July 10, 2017);
16. Water Shutoff to fix a leak in an apartment's shower (Thursday, July 11, 2017);
17. PS2 Painting Project update schedule will last 2 to 3+ weeks (July 18, 2017);
18. Window Replacement Measurement on Monday, July 24, 2017 (July 19, 2017);
19. Interior Window Measurement Update Notice on July 24, 2017 (July 21, 2017);
20. Interior Window Measurement Reschedule Update now on July 31, 2017 instead of July 24, 2017 due to unforeseen reasons (July 26, 2017);
21. PS2 Paint Schedule Update on painting balcony railings, doors, trims, etc. from July 28 through August 2. Currently, work is still being performed and latest work was Saturday, October 14, 2017 (July 28, 2017);
22. Landings Paint Schedule Update regarding power wash and coating/painting from August 14 to 17 (August 10, 2017);
23. Landings Paint Schedule Update 8/17/17 regarding coating/painting on balconies facing courtyard and walkways from August 18 to 22. They were doing work passed the normal business hours (August 17, 2017);
24. Interior Window Replacement work by ALCO Construction from August 28th to September 2nd, 2017 (August 24, 2017);
25. Interior Window Replacement Update by ALCO Construction from August 28 to September 2nd, 2017 (August 24, 2017) that never addressed or resolved the air draft from entering the dwelling units due to the windows not being double pane;
26. Water Shutoff for plumbing repairs on September 1st (August 31, 2017);

27. Exterior Window Touch Up to the exterior trims of the windows by ALCO Construction on September 5, 2017 (September 5, 2017);
28. Railing Replacement by George Iron Works starting Wednesday, 9/13/2017 and last more than 2 weeks. Expect construction sounds, welding sounds, and sounds of generator, etc. (September 13, 2017);
29. Unnecessary Front Façade Lighting Notice by PS2 Construction working outside the windows on Monday, 9/18/2017 to Wednesday, 9/20/2017 (Sept. 15, 2017);
30. Notice of Window Inspection to be conducted by the City of Oakland and the contractor on 9/22/2017, but the city inspector was a no show and according to Cornely Company's note addressed to the inspector they "waited until 4:45pm" (September 18, 2017);
31. Smoke Detector Inspection by the City of Oakland Building Inspector to address some units not having smoke detectors/carbon monoxide detection units or non-working units. Mosser Company to be inspecting/installing devices in apartments on Sept. 26th to ensure that smoke detectors are working properly (Sept. 22, 2017);
32. Inspection and installation of smoke/CO2 Detectors on 9/26/2017 and City of Oakland's building inspector (Jeremy Rice) will come and check on the work on 9/27/2017 (**Note:** I mention both Maria Rojas, Mosser's Property Manager of 265 Vernon Street and the Building Inspector the unfinished work that was done on the window installation, which resulted in paint and wood being stripped off the interior of my apartment #214 unit. Also, mentioning water leaks that occurred previously when Mosser Co. became the property owner) (September 25, 2017);
33. Brief Water Shutoff with no notice given to tenants on September 25, 2017;
34. New plants outside of the property and new or different swimming pool furniture;
35. Front Façade Work (i.e., Painting and Electrical Lights) and Power Wash sidewalk conducted by PS2 Construction on October 6, 2017 (October 4, 2017);
36. Unnecessary Installation of a New Entry System in the building on Tuesday, October 24th by R&S Overhead Garage Door, which will make our front door key useless after changing the lock and distributing the fobs (October 9, 2017);
37. Schedule notice for fob distribution to tenants on various days (October 13, 2017);
38. Railing Replacement Update of common area followed by painting from October 17, 2017 to October 20, 2017. Expect construction sounds, welding sounds, and sounds of generator and probably much more projects later (October 13, 2017);
39. Remodeling of Apartment #14 with no notice received. Sledgehammering, drilling, banging, etc. causing major noise and sleep disturbance/problems for the upstairs tenant Apt #214. From September 2017 to present;
40. Electrical Upgrade to the building's main panel, Power Shutoff on November 8, 2017 (October 27, 2017);
41. Electrical Upgrade to the building's main panel, Power Shutoff on November 8, 2017 (November 7, 2017). On 11/7/2017 lights outside apartment & laundry room were out until 7:15pm. Tenants didn't receive a 24 hours notice. In fact, tenants received a "friendly reminder" around 5:30pm on 11/7/2017;
42. Water Shutoff for plumbing repairs on November 27, 2017 (November 22, 2017);
43. Oakland's Fire Department Fire Prevention Bureau's Inspection Attempt Notice that was not conducted due to property representative and/or owner not showing up for the inspection on December 7, 2017 at 10:30 am (December 7, 2017);
44. Water Shutoff due to repairs on December 5, 2017 (January 3, 2018);
45. Fire and Compliance Notice to move or relocate all BBQ grills (January 3, 2018);
46. Water Shutoff due to repairs on January 12, 2018 (January 4, 2018);
47. Repairing the 4 lower roofs on front of the building on Jan. 15th (January 12, 2018);

48. Notice RE: Do not overfill garbage bins, the flattening of boxes and do not leave boxes/trash outside of your apartment door (May 7, 2018);
49. Electrical Upgrades--Power Shutdown Notification to homes for electrical meter work (August 13 & 14, 2018);
50. 308 Jessie St office location no longer accepting checks or money order at its location effective on October 1, 2018 (August 30, 2018);
51. Notice RE: Unauthorized entry of 265 Vernon St. Property and the resident mailboxes were affected (mailbox locks being damaged and mail possibly stolen) (September 6, 2018);
52. Parking Audit Notice (October 1, 2018);
53. Community Updates RE: Pet messes negatively impact the quality of life for our neighbor; Pool care dealing with deep cleaning and discoloration of pool and pool closure; and Ivy care trimming (October 12, 2018);
54. Update: Naomi Lee, 265 Vernon Street Property Resident Manager is no longer associated with Mosser Companies and Jesus Bujaico is now the Interim Resident Manager (November 1, 2018);
55. Elevator Repairs to relocate elevator tank and perform minor repairs to the elevator system. Scheduled start date on November 14, 2018 and it lasted for several weeks/month. Inconvenience for tenants, particularly elderly and tenants with a disability (November 14, 2018);
56. Habitability Inspections that includes inspection of the condition of smoke and carbon monoxide detectors, appliances, carpet, paint, tiles, walls, toilets and other items of each apartment scheduled on November 13, 2018 (November 9, 2018);
57. Work Order Issues with the kitchen sink drain and leaking underneath the kitchen sink, hallway flooring issues (trip/safety hazard), surrounding window frame needs painting or touch up due to age, previously and poor installation, window curtain replacement because they are difficult to turn properly, bathroom tile need re-grouting or re-caulking, bathroom outlet keeps turning off (electrical issues), issues with the intercom entry system, etc. (November 14, 2018);
58. Elevator Repairs: the valve in the elevator bank has failed. Scheduled start date on December 14, 2018 and it continues to be a problem. Inconvenience for tenants, particularly elderly and tenants with a disability (December 14, 2018);
59. Neighborhood Crime Awareness: Increased/multiple package thefts and vehicle break-ins occurring on 265 Vernon St Property (December 14, 2018);
60. Update: Jesus Bujaico, 265 Vernon Street Property Interim Resident Manager is no longer Resident Manager and Eduardo Echeverria is now the new Resident Manager (December 14, 2018);
61. Elevator Repairs: the valve in the elevator bank has failed. Timeframe for work is between January 3 to 9, 2019 but the problem still exist. Inconvenience for tenants, particularly elderly and tenants with a disability (December 26, 2018);
62. GFI Inspection and Notice of Intent to enter dwelling unit for purposes of exhibiting the unit on to workmen or contactors and making necessary repairs or improvements on January 8, 2019. I didn't make any such request to enter my dwelling unit (January 4, 2019);
63. Elevator Repair Update due to a faulty valve in the cabling, which placed the elevator out of service for a long period of time. Timeframe for work to begin is unknown, but parts are estimated to arrive between 2/11/2019 to 2/13/2019. Inconvenience for tenants, particularly elderly and tenants with a disability (January 7, 2019);

64. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling (January 17, 2019);
65. Water Shutoff due to plumbing repairs on January 17, 2019 (January 16, 2019);
66. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling and parts should arrive around 1/10/2019 (January 17, 2019);
67. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling and during recent re-inspection the valve is not keeping up within threshold standards (January 31, 2019);
68. Elevator Update: The elevator system on the property is still down due to a faulty valve in the cabling, which rendered the elevator out of service for a long period of time. Timeframe for work to begin is unknown, but parts are estimated to now arrive between 2/21/2019 and 2/28/2019. Inconvenience for tenants, particularly elderly and tenants with a disability (January 7, 2019), (February 21, 2019);
69. Electrical Upgrades–Power Shutdown Notification to homes for electrical meter work on February 28, 2019 (February 22, 2019);
70. Water Shutdown Notice due to plumbing repairs on April 8, 2019 (April 5, 2019);
71. Pet Etiquette Notice for pet owners that have their dogs or animals unleashed and pooping or urinating all around the premises, habitually barks or cries that disturbs the public peace, roaming around the common areas, etc. (April 15, 2019);
72. Unauthorized Vehicle Parking Notice (April 15, 2019);
73. Smoking Notice: Smoking not permitted inside dwelling units and all common area (April 15, 2019);
74. Dwelling Unit Key Audit Testing on May 8, 2019 (May 6, 2019);
75. Electrical Upgrades–Power Shutdown/Outage Notification to homes for electrical meter work on June 10, 2019 (Notice received on June 7, 2019 at 3:20 p.m.);
76. Electrical Upgrades–Power Shutdown/Outage Notification to homes for electrical meter work on June 14, 2019 (June 12, 2019);
77. Annual Diligence Inspection that includes inspection of the condition of smoke and carbon monoxide detectors, appliances, carpet, paint, tiles, walls, toilets and other items inside of each apartment home on August 8, 2019 (July 17, 2019);
78. PG&E Power Shutoff Notification to homes for electrical meter work on July 25, 2019 (July 24, 2019);
79. Mosser staff knocked on my door unannounced to check for leaks. There was no notice reminder since the July 2019 notice or any phone call (August 8, 2019);
80. Pool Rules, Bulk Pick-up and Garage Waitlist Notice (August 12, 2019);
81. Water Shutdown Notice due to plumbing repairs on August 19, 2019 (August 16, 2019);
82. Water Shutdown notice due to necessary plumbing repairs on September 12, 2019 (September 11, 2019); and
83. Possible Pacific Gas & Electric (PG&E) Safety Outages/ “Blackouts” starting on October 9, 2019 at 4 AM and onwards. Received this notice on October 9, 2019 around 5:30PM when outages are scheduled to start 10/8/2019 (No 24hr notice).
84. Water Shutoff Notice scheduled for Wednesday, November 6, 2019 (Didn't receive a 24hr notice). Went to work and discovered I had no running water.
85. Water Shutoff Notice scheduled for Monday, November 11, 2019.
86. Notice for mailbox upgrade since our mailbox have been broken and vandalized for a long period of time resulting in stolen mail and packages that I made issue of in my October 14, 2019 letter to a resident given notice to vacate the apartment; notice of renovation for vacant units; and parking space rental increase of \$250 per month for space (November 13, 2019).

The amount of notices tenants received and continued to receive without providing a 24 hours notice to tenants for some of the work performed illustrates harassing type of behavior, especially considering the multiple water and power shutoffs and the constant entering into tenants' living units by Mosser Co. staff.

I notified the owner, Mosser Companies under their many LLCs and its staff, particularly Maria Rojas, Property Manager in dated October 16, 2017 letter and Chantae' Hergenroether, Portfolio Manager in dated October 14, 2019 letter. Also, Mosser and its staff are aware of work order issues that some haven't been addressed. Overall, it's difficult for me to determine or calculate the dollar value of the decreased in housing services or problem areas at this time.

Sincerely,

MGJ

Morris Green Jr.

Loyal Tenant at the 265 Vernon Street Property

AS/EL

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. 2020 JAN 13 PM 4:44
	<u>PROPERTY OWNER</u> <u>RESPONSE</u>	

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.

CASE NUMBER T19 - 0514

Your Name Chantae Hergenroether Mosser Companies Oak 265 Vernon St. Associates	Complete Address (with zip code) 308 Jessie St., San Francisco, CA 94103	Telephone: 628-895-5809 Email: CHergenroether@mosserco.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400 Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) Morris Green, Jr.	Complete Address (with zip code) 265 Vernon St. #214 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 265 Vernon St., Oakland, CA 94610		Total number of units on property 44

Have you paid for your Oakland Business License? Yes No Lic. Number: 0192367
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment. see page 6**

Have you paid the current year's Rent Program Service Fee? Yes No APN: 10-795-11
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment. see pages 7-8**

Date on which you acquired the building: 10/11/16

Is there more than one street address on the parcel? Yes No

Type of unit (Circle One): House / Condominium **Apartment**, room, or live-work

For more information phone (510)-238-3721.

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you can provide organized documentary evidence demonstrating your entitlement to the increase prior to your hearing. This documentation may include proof of payment, receipts, invoices and permits. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

Date of Contested Increase	Banking (Deferred Annual Increases)	Increased Housing Service Costs	Uninsured Repair Costs	Fair Return
10/1/19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CPI

If you are justifying additional contested increases, please attach a separate sheet.

II. RENT HISTORY If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on _____.

The tenant's initial rent including all services provided was: \$ _____ / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants? Yes No _____ I don't know _____

If yes, on what date was the Notice first given? _____

Is the tenant current on the rent? Yes _____ No _____

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

Date Notice Given (mo/day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
		\$	\$	Y Yes Y No
		\$	\$	Y Yes Y No
		\$	\$	Y Yes Y No
		\$	\$	Y Yes Y No
		\$	\$	Y Yes Y No

III. EXEMPTION

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). **If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:**

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
5. Is the unit a single family dwelling or condominium that can be sold separately?
6. Did the petitioning tenant have roommates when he/she moved in?
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** less than 30 days.

The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction. (The exemption can only apply where both (a) a property owner has applied for the exemption prior to 10/20/17 and (b) RAP has issued the certificate of exemption for that building.)

The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.

IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

See Owner Rebuttal, page 5

V. VERIFICATION

I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.

Property Owner's Signature

1/13/20

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center.. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

File Review

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

Mediation Program

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

Property Owner's Signature

Date

For more information phone (510)-238-3721.

T19-0514: Owner Rebuttal to Tenant Grounds for Petition

(d) No written notice if Rent Program was given to me together with the notice of increase(s) I am contesting.

Tenant marks "yes", they received the RAP notice with the Notice of Increase.

(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months prior before the effective date of the rent increase(s)

Tenant acknowledges receiving RAP notice numerous times since 2007

(f) The rent increase notice(s) was (were) not given to me in compliance with state law.

Owner denies allegations that increase notice was not given in compliance with state law.

Owner will provide evidentiary documentation prior to hearing and/or testimony at hearing per RAP Ordinance and Regulations.

(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance.

Owner denies all tenant allegations of health, safety, fire or building code violations.

Owner will provide evidentiary documentation prior to hearing and/or testimony at hearing per RAP

(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner...

Owner denies all tenant allegations of decreased service.

Owner will provide evidentiary documentation prior to hearing and/or testimony at hearing per RAP Ordinance and Regulations.

CITY OF OAKLAND

BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER

00192367

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA

OAK 265 VERNON STREET PROPERTY LLC

EXPIRATION DATE

12/31/2019

BUSINESS LOCATION

265 VERNON ST
OAKLAND, CA 94610-4173

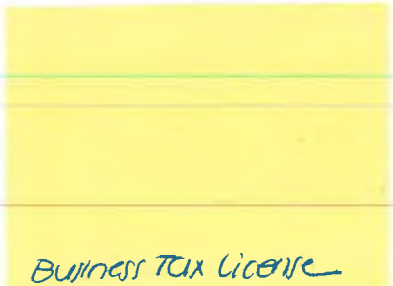


BUSINESS TYPE

M Rental- Apartment



MOSSER COMPANIES
KATELYN KIMMONS
220 MONTGOMERY ST
SAN FRANCISCO, CA 94104-3491





CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

1. ACCOUNT NUMBER: 00192368

3. Owner Name: Neveo Mosser

2. Mailing Address:

4. Rental Location: 265 VERNON ST

RAYAN AZHAR
MOSSER COMPANIES

OAKLAND, CA 94610-4173

308 JESSIE ST

SAN FRANCISCO, CA 94103-3002

5. Total Number of Units per Alameda County Records : 44



SECTION II - CLOSE ACCOUNT

THE RENTAL PROPERTY IN OAKLAND WAS SOLD OR DISCONTINUED ON : _____/_____/_____

Rental properties that have sold or discontinued after January 1, 2019 are required to pay the business tax in full by filling out Section III & IV. Otherwise, sign and date Section IV.

SECTION III - EXEMPTIONS CLAIMED FOR 2019

Claim all that apply (see reverse side for explanation):

A. Owner-Occupied Unit

A. 0

B. Off the Rental Housing Market (attach explanation)

B. 0

C. Motel, Hotel or Rooming House

C. 0

D. Hospital, Convent or Monastery

D. 0

E. Newly Constructed

E. 0

6. TOTAL NUMBER OF EXEMPT UNITS CLAIMED (add Lines A-E):

6. 0

SECTION IV - NET CHARGEABLE UNITS

7. NET CHARGEABLE UNITS:

7. 44

(deduct Line 6 from the total units pre-printed on Line 5)

8. FEE DUE

8. \$ 2,992.00

(multiply Line 7 by)\$68.00

9. PENALTY DUE

9. \$ _____

(if paying after March 1, 2019 see box to the right)

10. INTEREST DUE

10. \$ _____

(if paying after March 1, 2019 see box to the right)

11. PRIOR AMOUNT DUE

11. \$ _____

12. TOTAL DUE (add Lines 8-11)

12. \$ 2,992.00

If paying after March 1, 2019

PENALTY DUE (on tax):

3/2/2019 - 4/1/2019 add 10%

4/2/2019 - 5/1/2019 add 25%

5/2/2019 - until paid add 50%

INTEREST DUE (on tax + penalty):

3/2/2019 - until paid add 1% per calendar month

Payment Options: ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck

Enter account number: 00192368 and PIN: 909958

BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH
WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
Theresa Zhan		02/04/2019	628-895-5311

CITY OF OAKLAND, 250 FRANK H. OGAWA PLAZA, SUITE 1320, OAKLAND, CA 94612

510-238-3704

000087 7

DATE:02/12/2019 CK#:70492 TOTAL:\$2,992.00*** BANK:Oak 265 Vernon WF OP account(wf597110)
PAYEE:City of Oakland(cit005)

Property	Account	Invoice - Date	Description	Amount
597-110	90020	00192368 - 02/04/2019 -	Rent Adjustment Program fees 2019	2,992.00
				<hr/>
				2,992.00

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2020 JAN 13 PM 4:44

Safeguard

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

Oak 265 Vernon Street Property LLC

02/12/2019

70492

Mosser Companies, Inc
308 Jessie Street
San Francisco, CA 94103

Wells Fargo
8163789434

11-4288
1210

PAY EXACTLY*** TWO THOUSAND NINE HUNDRED NINETY TWO AND 00/100 DOLLARS

\$2,992.00***

PAY

TO THE
ORDER OF: **City of Oakland**
Rent Adjustment Program
PO Box 101517
Pasadena, CA 91189-0009

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈070492⑈ ⑆121042882⑆ 8163789434⑈

000088

8

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612

Housing and Community Development Department
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
TDD (510) 238-3254

ORDER

CASE NUMBERS: T19-0514

CASE NAME: Green v. Mosser Companies, Inc.

PROPERTY ADDRESSES: 265 Vernon Street, Unit 214,
Oakland, CA

BACKGROUND

The Petitioner filed the petition, T19-0514, on November 15, 2019, and alleged that there was no concurrent Notice to Tenants of the Rent Adjustment Program (RAP Notice), that there was no RAP Notice at the inception of tenancy or 6 months prior to the rent increase, that the rent increase violated State Law, that there was a health, safety, or code violation and that there was a decrease in services.

The tenant was contesting a rent increase from \$1,118.53 to \$1,157.68, effective October 1, 2019.

The Amended Notice of Remote Settlement Conference and Hearing was served on the parties indicating this matter was calendared for August 31, 2020, at 10:00 am. Thereafter, the parties received notification that the matter would be heard via Zoom.

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On August 31, 2020, the following appeared before the undersigned for the settlement conference: Morris Green, Jr. (tenant), Maria Recht (Owner's Agent), Messers. McConnell (Owner's Representatives').

At the Settlement Conference, the parties agreed to resolve this matter with the following stipulations:

1. The owner agreed to pay, and the tenant agrees to accept the sum of \$500.00, in full and final satisfaction of all issues raised in the above-referenced petition.
2. The tenant agreed to keep the settlement payment confidential and not disclose the payment to other Mosser property tenants'.

Additionally, during the Settlement Conference, it was agreed that the October 1, 2019 rent increase was rescinded by correspondence dated October 31, 2019. Likewise, after a review of the tenant's ledger at the Settlement Conference, it was determined that there were, in fact, no overcharges and that he had received a previously agreed to credit.

Subsequent to the parties' agreement, the undersigned prepared a Settlement Agreement for the parties to execute and return. The undersigned received signatures from the Owner's Agent and Owner's Representatives'. No signature was received from the tenant.

Thereafter, the undersigned scheduled the matter for a Settlement Status Conference to discuss the delay in receiving signatures from all parties. At the Settlement Status Conference, all parties acknowledged the prior agreement and their continued intention to resolve this matter. The tenant indicated that he wanted to add additional terms to the settlement agreement to which the Owner's Agent and Representatives' objected. The additional terms exceeded the scope of the original agreement and were not material terms. The tenant was given until Friday, October 2, 2020, at 5:00 pm to provide his signature. The Owner's Representatives' made an oral motion for a judgment pursuant to the settlement's terms. Consideration of the owner's motion was delayed until the expiration of the tenant's deadline. The deadline expired, and the undersigned did not receive the tenant's signature.

//

//

California Code of Civil Procedure, Section 664.6 states, in relevant part:

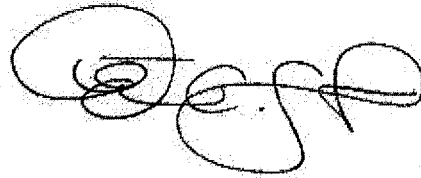
If parties.....stipulate, in writing signed by the parties outside the court's presence or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement....

The tenant did not provide his signature. The Owner's Motion was submitted at 5:01 pm on October 2, 2020. The parties appeared at a Settlement Conference before the undersigned on August 31, 2020. Thereafter, at the Settlement Status Conference, on September 30, 2020, all parties acknowledged the prior agreement and their continued intention to resolve this matter. The tenant requested additional language to be added, which was not agreed to by the Owner's Agent or Representatives'. The underlying agreement remained in place. Accordingly, the Settlement Agreement herein was made orally before the undersigned for settlement of the case on August 31, 2020, and September 30, 2020.

GOOD CAUSE APPEARING, IT IS HEREBY ORDERED that the Owner's Motion is hereby granted.

ORDER

1. The owner will pay the sum of \$500.00 to the tenant.
2. The tenant will not disclose the \$500.00 payment made by the owner.
3. The petition herein is dismissed, with prejudice.



Dated: October 5, 2020

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0514

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached document listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Document Included

Order of Settlement

Owner/Manager

Mosser Companies Inc.
Attn: Maria Recht
308 Jessie Street
San Francisco, CA 94103

Owner Representative

Greg & JR McConnell, The McConnell Group
300 Frank Ogawa Plaza, Suite 460
Oakland, CA 94612

Tenant

Morris Green Jr.
265 Vernon Street, Unit 214
Oakland, CA 94610

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 07, 2020** in Oakland, CA.



Ava Silveira
Oakland Rent Adjustment Program

000092



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721

For date stamp.

APPEAL

Appellant's Name Morris Green, Jr.		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 265 Vernon Street Apt. 214, Oakland, CA			
Appellant's Mailing Address (For receipt of notices) 265 Vernon St. Apt. 214 Oakland, CA 94610		Case Number T19-0514	Date of Decision appealed October 7, 2020
Name of Representative (if any) Jackie Zaneri jzaneri@calorganize.org		Representative's Mailing Address (For notices) ACCE Institute 2501 International Blvd., Suite D Oakland, CA 94601	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
 - a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
 - b) The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
 - c) The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
 - d) The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
 - e) The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

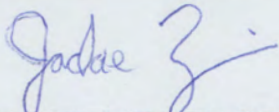
000093

- f) **I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim.** (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g) **The decision denies the Owner a fair return on my investment.** (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h) **Other.** (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: _____.

- **You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed.** • I declare under penalty of perjury under the laws of the State of California that on October 27, 2020, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Greg McConnell JR McConnell
Address	300 Frank Ogawa Plaza #460
City, State Zip	Oakland, CA 94612
Name	
Address	
City, State Zip	

	October 27, 2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

December 1, 2020

Jackie Zaneri
Alliance of Californians for Community Empowerment (ACCE) Institute
2501 International Blvd, Suite D
Oakland, CA 94601
jzaneri@calorganize.org

Attorney for Tenant-Appellant Morris Green, Jr.

Appeal of Case No. T19-0514

I. Introduction

This case concerns the rights of unrepresented tenants in mediations at the Rent Adjustment Program. Specifically, it involves whether unrepresented tenants should be bound by unsigned and unagreed-to settlement agreements proposed by experienced landlord attorneys.

Tenant Morris Green, Jr., filed a petition with the Rent Adjustment Program to correct incorrect charges by his landlord and reached what he thought was a settlement agreement with his landlord, including a provision to automatically dismiss his petition. When Mr. Green received a written version of the agreement drafted by the Hearing Officer, it contained terms different than what he had agreed to, stating that all issues listed in his petition were fully resolved.

Mr. Green immediately notified the Rent Adjustment Program that the written version of the agreement was not what he had agreed to and requested changes to conform it to the original agreement. Despite Mr. Green's continued objections, the Hearing Officer entered an ambiguous decision in his case, denying him a hearing and including terms that Mr. Green had objected to. Mr. Green seeks now to overturn a decision codifying an agreement he did not agree to.

II. Statement of Facts

On November 15, 2019, tenant Morris Green Jr. filed a petition for unlawful rent increases and decreased services against his corporate landlord, Mosser Companies, Inc., ("the Landlord.")

(Petition dated November 15, 2019 [“Petition”]; Declaration of Morris Green, Jr. [hereinafter, “Declaration”], at ¶3.) Mr. Green filed his petition primarily because his landlord refused to correct an erroneous rent ledger for his unit. (Declaration, at ¶3.) The petition also included a list of one hundred and twelve other issues related to decreased services in Mr. Green’s building. (Petition.) Those claims include constant construction resulting in interruptions in services and breaches of the right of quiet enjoyment, long breaks in elevator service, uncorrected security breaches resulting in stolen mail, safety hazards, loud noises and unmitigated dust caused by constant construction, lack of legally-required twenty-four hour notice before entry into units to make repairs, the landlord renting out units on the short-term rental website Airbnb, and a coordinated effort to push out longtime residents. (Petition.) Some of the decreased services claims in Mr. Green’s petition were time-barred from consideration by the Rent Adjustment Program but not other forums, or are outside the jurisdiction of the Rent Adjustment Program but are currently still able to be heard in other forums. (Declaration, at ¶4.)

Mr. Green did not check off the check box on his petition requesting mediation. (Petition; Declaration, at ¶5.) The Landlord also did not request mediation of Mr. Green’s petition. (Response dated January 13, 2020 [“Response”].)

On the same day of Mr. Green’s hearing, less than two hours before its start, Mr. Green received an email from his Landlord’s attorney notifying the Rent Adjustment Program of additional evidence for the noticed hearing, including a ledger that Mr. Green had never seen before. (Declaration, at ¶6.)

At the August 31, 2020 hearing date, Mr. Green, who is not an attorney, appeared alone. (Declaration, at ¶7.) One agent and two representatives appeared for the Landlord, including an attorney. (Order dated October 5, 2020 [“Order”], at p. 2; Declaration, at ¶7.) The hearing was

conducted remotely via the application Zoom before Hearing Officer Elan Lambert, with Mr. Green appearing by phone and not on video. (Order; Declaration, at ¶7.) When all parties were present, the Landlord's attorney, Mr. Green, and the hearing officer began discussing the specifics of Mr. Green's claims of overpayments and the monetary amounts necessary to redress his claims. (Declaration, at ¶8.) Mr. Green believed that by discussing the facts of his case he was participating in his hearing. (Declaration, at ¶8.) He was confused when the Landlord's attorney stated that he did not want to discuss the specifics of Mr. Green's claims for decreased services. (Declaration, at ¶9.) He was further confused that the hearing officer appeared to agree. (Declaration, at ¶9.) Mr. Green was not asked whether he wanted to change the hearing into a mediation or informed that a mediation was now occurring. (Declaration, at ¶10.)

The Landlord representative produced a ledger during the hearing that purported to show that Mr. Green had not been overcharged, or that any overpayments had been corrected. (Declaration, at ¶11.) Mr. Green did not agree with this characterization and stated, as he had in the past, that the ledger he was given was not correct. (Declaration, at ¶11.)

During the hearing, Mr. Green felt that the hearing officer was not actually listening to him, and she cut him off several times while he was speaking. (Declaration, at ¶12.)

Near the end of the hearing, based on an offer from the Landlord's attorney, Mr. Green agreed to accept a modest payment¹ as compensation for the overpayments he had made. (Declaration, at ¶13.) He also agreed to dismiss his petition. (Declaration, at ¶13.) Mr. Green did not agree that the long list of claims he had raised about his landlord's behavior were fully

¹ The agreement requires the Landlord to make a small payment to Mr. Green, the amount of which he is required to keep confidential per the terms of the settlement, which does not allow him to disclose its amount to other tenants, among other people. (Settlement Agreement and Dismissal, at ¶4b.) Although the Landlord's attorney agreed orally on the record that this amount would be sent to Mr. Green as rent credit on his ledger, and not a check, Mr. Green's landlord subsequently mailed him a check for the agreed-on amount. (Declaration, at ¶22.) Mr. Green has not cashed the check and is mailing it back to the Landlord. (Declaration, at ¶22.)

resolved. (Declaration, at ¶13.)

Mr. Green asked the hearing officer whether the proposed agreement meant that he could still bring claims against the Landlord for some reasons listed in the petition in the future and she told him that he could still bring claims. (Declaration, at ¶14.) The Hearing Officer also told Mr. Green that he would receive a written agreement to sign after the hearing. (Declaration, at ¶15.)

The settlement agreement was recorded orally by Hearing Officer Elan Lambert as follows: “The owner, by and through his attorney of record, The McConnell Group, has agreed to pay the tenant [redacted], in full and final satisfaction of resolution of the petition, T19-0514, and the tenant has agreed to accept the sum of [redacted] and agrees not to disclose the payment to any other tenant.” (Hearing Recording, at 00:28-52.)

After the hearing concluded, the Rent Adjustment Program emailed both parties a written settlement agreement to sign. (Order, at p. 2; Declaration, at ¶16.) The written agreement states that “[t]he parties agree that Petition No. T19-0514, Green v. Mosser, resolves all claims in the tenant’s Petition and will be dismissed with prejudice.” (Settlement Agreement and Dismissal, at ¶1.) It also states that “[t]he owner agrees to pay, and the tenant agrees to accept the sum of [redacted], in full and final satisfaction of all issues raised in the petition herein.” (Settlement Agreement and Dismissal, at ¶4a.)

The same day he received the written agreement, Mr. Green notified the Rent Adjustment Program via email that its written terms did not look like the terms he had agreed to, and he wanted to consult an attorney about it. (Declaration, at ¶17; Exhibit A.) He further stated that he believed the description of the hearing in the agreement was incorrect because it referred to a “settlement conference” rather than the hearing that had occurred that day. (*Id.*)

Mr. Green also spoke to Senior Hearing Officer over the phone on September 1, 2020 to

raise similar issues. (Declaration, at ¶18.)

Mr. Green emailed the Rent Adjustment Program again on September 25, 2020 to ask how to conform the written agreement to his oral agreement. (Declaration, at ¶17; Exhibit B.)

On September 29, 2020, both parties appeared at a remote status conference for the case that had been noticed by the Hearing Officer. (Order, at ¶2.) At the status conference, Mr. Green noted terms in the written agreement that he had not originally agreed to, especially the statement that all claims in his petition were resolved. (Declaration, at ¶19.) Mr. Green also listed changes that he would want made to the written agreement in conformance with the original agreement, so that he could sign it. (Declaration, at ¶19.) Specifically, Mr. Green had only agreed to fully resolve his claim for overpayments, as the parties had not discussed his many decreased services claims in the original settlement conference. (Declaration, at ¶19.) Although alleged statements from the status conference are cited in the Order, no recordings of it apparently exist. (Order, at p. 2; Declaration of Jackie Zaneri, at ¶¶3-4).

At the status conference, the Landlord's attorney allegedly requested that the written settlement agreement that Mr. Green had never signed be entered as a final decision. (Order, at p. 2.) No recording of this motion apparently exists. (Declaration of Jackie Zaneri, at ¶¶3-4)..

Following the status conference, Mr. Green again emailed the Rent Adjustment Program to state that he would be unable to sign the agreement without changes to the way it was written. (Declaration, at ¶21; Exhibit A.)

On October 2, 2020, the Hearing Officer issued an order to enter as a final decision two terms of the written agreement that was signed only by the Landlord's representative. Specifically, the Order states in its Background section that both parties agreed that:

“1. The owner agreed to pay, and the tenant agrees to accept the sum of [redacted], in full

and final satisfaction of all issues raised in the above referenced petition.

2. The tenant agreed to keep the settlement payment confidential and not disclose the payment to other Mosser property tenants.” (Order, at p. 2.)

The Order also contains a different version of the terms in its concluding order section:

- “1. The owner will pay the sum of [redacted] to the tenant.
2. The tenant will not disclose the [redacted] payment made by the owner.
3. The petition herein is dismissed, with prejudice.”

(Order, at p. 3.)

Mr. Green never signed the agreement referred to in the Order and gave the Rent Adjustment Program ample notice that he believed the written agreement he was sent did not correctly reflect what he had agreed to orally. Had Mr. Green had the opportunity to review the written draft of the settlement agreement at his settlement conference, he would not have signed it and would have instead proceeded with his hearing. (Declaration, at ¶23.)

III. Entry of a Settlement Agreement that he Never Signed or Agreed to Denies Mr. Green Due Process Under the Law

The right to due process under the law is enshrined in the Fourteenth and Fifth Amendments of the U.S. Constitution as well as in the California Constitution. (*See Christopher v. Harbury* (2002) 536 U.S. 403, 415, fn. 12; *Jersey v. John Muir Medical Center* (2002) 97 Cal.App.4th 814, 821.) The “fundamental requisite of due process of law” is the “opportunity to be heard.” (*Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314.)

California courts have found that due process also requires a judge to take care to make sure all procedures and requirements are presented clearly for self-represented litigants or “pro per” and no litigant is misled. As the court stated in *Gamet v. Blanchard*:

“[t]he judge should monitor to ensure the pro per is not inadvertently misled, either by the represented party or by the court. While attorneys and judges commonly speak (and often

write) in legal shorthand, when a pro per is involved, special care should be used to make sure that verbal instructions given in court and written notices are clear and understandable by a layperson. This is the essence of equal and fair treatment, and it is not only important to serve the ends of justice, but to maintain public confidence in the judicial system.”

(*Gamet v. Blanchard* (2001) 91 Cal. App. 4th 1276, 1284.) Relying on such a theory, California courts have reinstated cases that were dismissed due to the understandable misunderstanding of self-represented litigants. (*Petrosyan v. Prince Corp.* (2013) 223 Cal.App.4th 587, 594–595; *Nuno v. California State Univ., Bakersfield* (2020) 47 Cal. App. 5th 799, 815.)

The Rent Adjustment Program has its own required procedures in order to fairly adjudicate petitions. These procedures also shape the expectations of the parties that appear before it. Under Oakland Municipal Code Chapter 8.22 (“the Rent Ordinance) and its implementing regulations, a tenant who files a petition with a valid cause of action under the Rent Ordinance is entitled to a hearing on the merits. (Oakland Mun. Code § 8.22.110(A); Oakland Mun. Code Reg. 8.22.100(A)(5).) All proceedings other than mediations must be recorded by the Rent Adjustment Program to create a record, which can later be relied on in case of appeal. (Oakland Mun. Code Reg. 8.22.110(C).)

The Oakland Rent Adjustment Program also has specific procedures for mediation. The regulations state that **voluntary** mediation will occur only if both parties consent. (Oakland Mun. Code Reg. 8.22.100(A) [emphasis added].) Where both parties do agree to mediation by a hearing officer, the Rent Adjustment Program must inform both parties of particular facts regarding the mediation, including that the session is voluntary. (Oakland Mun. Code Reg. 8.22.100(B)(2)(a).) The Rent Adjustment program must also serve written notice of the mediation session on the parties. (Oakland Mun. Code Reg. 8.22.100(B)(2)(c).)

Mr. Green, a self-represented litigant, was deprived of due process when the hearing procedures were not followed and he was not given adequate explanations. His hearing instead

proceeded as a mediation and the hearing officer did not take appropriate steps to explain to Mr. Green what was occurring. (Declaration, at ¶¶8-13.) After receiving the landlord's main evidence regarding overpayments just hours earlier, Mr. Green appeared by phone for his hearing, and both parties and the hearing officer began discussing the evidence. (Declaration, at ¶¶6-8.) Although Mr. Green believed that this proceeding was his hearing, the only known recording in the case is a six-minute recording at the end of the proceeding discussing settlement. (Zaneri Declaration, at ¶¶3-4.) It appears most likely that the proceeding was in fact a settlement conference and not a hearing, although Mr. Green had not consented to mediation. His behavior after the hearing echoes his confusion: he emailed the Rent Adjustment Program to inform it that it had made a mistake in describing the hearing as a "settlement conference" in its documents created after the hearing. (Declaration, at ¶17; Exhibit B.) It was only after a perplexing hearing in which the landlord representative told Mr. Green that he did not want to discuss Mr. Green's claims for decreased services, and the hearing officer appeared to agree, that Mr. Green agreed to a settlement. (Declaration, at ¶¶9-13.)

The language of the oral settlement agreement is also ambiguous and likely to confuse an unrepresented litigant. This agreement was not in writing and was ambiguous as to the claims that were and were not settled. Further confounding the agreement, the written agreement that the Rent Adjustment Program sent Mr. Green differed in its language and meaning from what Mr. Green agreed to orally, and he objected to it on that basis. (Declaration, at ¶17.) The order entered by the Rent Adjustment Program also contains disparate language – instead of settling "the petition," as he agreed orally, according to the recording, the Order states that the parties agreed to settle "all issues raised in the above-referenced petition." (Hearing Recording, at 00:28-52; Order.) The actual concluding order itself does not appear to settle all issues listed in the petition, but simply

dismisses the case with prejudice. (Order.) This ambiguity creates doubt as to the actual intended meaning of the settlement and further obfuscates the future rights and obligations of both parties

There are therefore two different versions of the settlement agreement asserted by the parties. Dismissing Mr. Green's petition, which prevents him from filing the same claims again at the Rent Adjustment Program, is not the same as fully resolving all one hundred and twelve issues in his petition. The Rent Ordinance and its regulations do not contain any provision that entitles a hearing officer to determine what settlement terms the parties should agree to without their consent. Nor do they allow a hearing officer to bind a tenant to terms that they did not agree to.

There were many irregularities in Mr. Green's hearing and afterward. These irregularities were amplified by the fact that he is not an attorney, appeared without an attorney, and the changed hearing procedures and potential settlement were not clearly explained to him. (Declaration, at ¶¶7, 10.) These irregularities raise questions about the fairness of the entire process.

In the context of these irregularities, it appears that both parties to this case initially believed that they had reached a settlement agreement. However, once a proposed written agreement was received by both parties, the parties made it clear they had envisioned terms that were at odds, and no actual settlement, oral or written, had been reached. (Declaration, at ¶¶17-21.) Where there is no final settlement agreement, a party who files a petition is entitled to a hearing. (Oakland Mun. Code Reg. 8.22.100(A)(5).)

IV. Code of Civil Procedure Section 664.6 Does Not Allow a Hearing Officer to Enter the Terms of an Oral Agreement That Both Parties Have Not Agreed to

The Hearing Officer's Order claims that Mr. Green is bound to the agreement in the Order under the terms of Code of Civil Procedure Section 664.6, which states as follows:

"If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof,

the court, upon motion, may enter judgment pursuant to the terms of the settlement.” Section 664.6 is most commonly used to enforce a settlement agreement where two or more parties have signed a written agreement, or in certain circumstances, when parties have an oral settlement agreement. Because both parties did not sign a written agreement, the hearing officer is attempting to enforce the terms of an oral stipulation. However, the facts do not suggest that an oral agreement was reached in which both parties meant the same thing at the same time. Neither does the record show that the hearing officer followed any of the procedures required under Section 664.6 in order to ascertain that both parties have orally agreed to the same agreement and agree to be bound. As no settlement was reached, no alleged settlement should stand that might bar Mr. Green from bringing claims against his landlord in the future.

A. No Oral Agreement Was Reached at the Settlement Conference

A settlement agreement, like any other contract, is unenforceable if the parties fail to agree on a material term or if a material term is not reasonably certain. (*Weddington Productions, Inc. v. Flick* (1998) 60 Cal.App.4th 793, 811; Civ. Code § 1580 [“Consent is not mutual, unless the parties all agree upon the same thing in the same sense”]; Civ. Code § 3390(5).) Even if two parties believe they have reached an agreement, if they do not actually agree on the same terms, no actual contract has been formed. (*Banner Entertainment, Inc. v. Superior Court* (1998) 62 Cal.App.4th 348, 357-358.) Where no agreement is created, a mediator or judge may not use Section 664.6 to create and impose settlement terms. (*Weddington Productions., Inc. v. Flick*, 60 Cal. App. 4th at 79.)

Lack of agreement includes failure to agree to settle on a specific term. For example, a settlement agreement does not cover issues that the parties did not intend to include at the time they made the agreement. (*Folsom v. Butte Cty. Assn. of Governments* (1982) 32 Cal. 3d 668, 681; *Lemm v. Stillwater Land & Cattle Co.* (1933) 217 Cal. 474, 482.) Therefore, where two parties do

not expressly agree to settle a claim in their settlement agreement, even if the claim is part of the transaction underlying the suit, it is not considered settled. (*California Mill. Corp. v. White* (1964) 229 Cal. App. 2d 469, 478.) For instance, in *Folsom v. Butte County Association*, where parties agreed to settle all claims but did not discuss attorney fees during their settlement negotiations, the question of attorney fees was still at issue and not a part of the extant settlement agreement. (*Folsom v. Butte Cty. Assn. of Governments* (1982) 32 Cal. 3d 668, 681; *see also Ritzenthaler v. Fireside Thrift Co.* (2001) 93 Cal. App. 4th 986, 991.)

Settlements in workers' compensation cases are most analogous to the present situation as they also may involve the right to bring civil claims adjacent to an administrative process. Workers' compensation is an administrative hearing system, just as the Rent Adjustment Program hearings are. (*Claxton v. Waters* (2004) 34 Cal. 4th 367.) In addition to filing claims with the Workers' Compensation Board, workers can also file certain claims against their employers in civil court, just as tenants can also file claims in civil court against their landlords in addition to the Rent Adjustment Program. The Workers' Compensation system has a form settlement agreement that includes broad form language stating that an injured worker has decided to settle all claims arising out of the injury. (*Claxton v. Waters* (2004) 34 Cal. 4th 367, 376.)

Because workers' compensation hearings are more informal than a court proceeding and many parties are not represented by attorneys, courts have ruled that a worker who agrees in a form settlement agreement to settle 'all claims' has not agreed to settle all possible claims with their employer. (*Claxton v. Waters* (2004) 34 Cal. 4th at 376–77; *see also Delaney v. Superior Fast Freight* (1993) 14 Cal.App.4th 590, 599.) Thus, the family of a deceased worker who entered into such a workers' compensation settlement that stated that it released "any and all claims" related to the worker's injury and death could still sue separately for personal injury, wrongful

death, conspiracy to violate civil rights, and violation of civil rights related to the same incident. (*Lopez v. Sikkema* (1991) 229 Cal App.3d 31.) Similarly, a worker who agreed to a settlement agreement and release in his workers' compensation case that stated that the worker had received an injury to his psyche and that the worker "releases and forever discharges said employer ... from all claims and causes of action, whether now known or ascertained, or which may hereafter arise or develop as a result of said injury...." could still bring a separate claim in civil court for emotional distress. (*Delaney v. Superior Fast Freight* (1993) 14 Cal.App.4th 590, 599.) Courts have noted that the informal nature of workers' compensation hearings, in which many parties are not represented by attorneys, makes such an interpretation necessary. (*Claxton v. Waters* (2004) 34 Cal. 4th 367, 373; *see also Camacho v. Target Corporation* (2018) 24 Cal.App.5th 291, 306.)

Where the language of a settlement agreement is ambiguous, extrinsic evidence can be used to determine the meaning of a term. (*See Butler v. Vons Companies, Inc.*, (2006) 140 Cal. App. 4th 943, 949.) For example, even where a party agreed to waive "all claims, known and unknown" and references the language of Civil Code Section 1542, the scope of the waiver was ambiguous and extrinsic evidence was necessary to examine the actual intent of the parties. (*See Butler v. Vons Companies, Inc.* (2006) 140 Cal. App. 4th 943, 950.)

In the present case, Mr. Green appeared without an attorney at a setting more informal than a court proceeding. The meaning of the settlement agreement is also ambiguous: the settlement that Mr. Green agreed to, which would resolve overpayments and dismiss his petition, is materially different from a settlement agreement that fully resolves all the claims listed in his petition. The first settlement would dismiss Mr. Green's claims and render him unable to refile the same case with the Rent Adjustment Program but allow him to pursue such claims in the future. The settlement the Landlord agreed to purports to take Mr. Green's voluminous list of instances of

harassment and bar him from seeking just compensation and equitable remedies that are otherwise available to him. Although what the hearing officer meant by the Order is ambiguous, the hearing officer cannot unilaterally enter the Landlord's settlement at the expense of Mr. Green

The extrinsic evidence also shows that the parties did not agree to the same material terms. The parties did not even discuss the decrease in services claims, at the behest of the landlord's representative. (*See Folsom v. Butte Cty. Assn. of Governments* (1982) 32 Cal. 3d 668, 681.) Instead, Mr. Green agreed to settle overpayments by having his landlord make a small payment to him. He also agreed to dismiss his claims for decreases in services but did not agree to deem all issues listed in his petition "fully resolved" so that he could never bring those claims in another forum. In contrast, the Landlord purports to have agreed to settle the case only where all of the issues in Mr. Green's petition were fully settled, barring him not only the right to bring such claims before the Rent Adjustment Program, but also in other forums. Thus, the two parties never agreed on the same terms of settlement.

Mr. Green's behavior immediately following the hearing and in subsequent weeks is also consistent with his interpretation of the settlement agreement. He stated to the Rent Adjustment Program, in writing, on the same day of his hearing and in subsequent weeks, that he had not agreed to fully resolve all issues listed in his petition, but only to dismiss the petition. (Exhibit A.)

No oral settlement can be enforced under Code of Civil Procedure Section 664.6 because no settlement was created between the parties. Any attempt to enforce an agreement is an error that unlawfully creates terms that were not agreed to by both sides.

B. The Hearing Officer Did Not Follow Procedures to Ensure that All Parties Intended the Same Terms

In order to determine whether an oral agreement occurred that is enforceable under Code of Civil Procedure Section 664.6, a court should consider whether (1) the material terms of the

settlement were explicitly defined, (2) the supervising judicial officer questioned the parties regarding their understanding of those terms, and (3) the parties expressly acknowledged their understanding of and agreement to be bound by those terms. (*In re Marriage of Assemi* (1994) 7 Cal. 4th 896, 911.)

In the present case, Mr. Green was not represented by an attorney and is not an attorney. (Declaration, at 8.) The hearing officer also did not state an agreement on the record that matches the wording of the agreement recorded in the Order. Specifically, the parties did not agree orally that each “issue” in the petition was resolved – they only agreed to dismissal of the petition. The Order also does not describe any other procedures used to verify that both parties actually agreed to the same terms. (Order.) In fact, the hearing officer told Mr. Green that he could bring his claims in another forum—a situation that is left ambiguous under the terms of the Order. Mr. Green’s conduct immediately after receiving the settlement agreement also made clear to the Rent Adjustment Program that he did not intend to bind himself by potentially foreclosing claims against his landlord for instances of harassment and other misconduct.

Mr. Green cannot be bound to terms under Code of Civil Procedure Section 664.6 that the Hearing Officer did not take steps to ensure he actually agreed to. The procedures required under Section 664.6 are intended to ensure that all parties agree to the same terms. Here, Mr. Green made clear that he did not understand himself to be agreeing to the terms of the written settlement. Instead of revisiting the negotiation and advising both parties of the effects of a settlement, the hearing officer used Section 664.6 as a weapon to impose a prejudicial, unagreed-upon, and ambiguous settlement on an unrepresented tenant.

V. Oakland Law Does not Allow a Hearing Officer to Enter a Settlement Agreement as a Decision Without a Written Agreement

Where an oral agreement is not intended to stand on its own and is not intended to be

binding without a further written agreement, parties do not create a binding agreement by agreeing orally. (*See Harris v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 307.) The Rent Ordinance allows a landlord and a tenant to mediate their case prior to hearing but is specific about the circumstances that create a valid settlement agreement. The Rent Ordinance regulations also require a written agreement from a mediation in order to enter into a settlement agreement and avoid a hearing:

“If the parties reach an agreement during the mediation, a written mediation agreement will be prepared immediately by the mediator and signed by the parties at the conclusion of the mediation. To the extent possible, mediation agreements shall be self-enforcing. The Hearing Officer will issue an order corresponding to the mediated agreement and signed by the parties that either dismisses the petition or grants the petition according to terms set out in the mediation agreement.”

(Oakland Mun. Code Reg. 8.22.100(A)(6).) Requiring that settlement agreements be reduced to a writing during the mediation helps ensure that all parties are agreeing to the same terms, which they have had the opportunity to review before signing.

In contrast, the Regulations have no provision that allow for an oral agreement to be entered where no written agreement was signed. If no written agreement is signed by both parties, and no settlement is reached, then a hearing on the petition should be scheduled. (Oakland Mun. Code Reg. 8.22.100(A)(5) [“If the parties fail to settle the rent dispute through the mediation process after a good faith effort, a hearing on the petition will be scheduled on a priority basis with a Staff Hearing Officer.”].)

Here, the hearing officer ended the hearing without a written agreement from both parties. She erred in entering an alleged settlement agreement as a decision when no written settlement agreement was signed by both parties. Doing so not only denied Mr. Green the right to a hearing, but also resulted in a decision that purports to waive rights that Mr. Green did not agree to waive.

It is unclear why the Rent Adjustment Program even presented Mr. Green with the

proposed written agreement if it is the Program's position that he could not object to the terms and his signature was not actually required. If the Order is permitted to stand, a precedent will be set in which a tenant can potentially waive substantial legal rights just by participating in a mediation. This precedent would justifiably encourage tenants to avoid mediation altogether to avoid being bound by agreements that go far beyond the scope of the Rent Adjustment Program

VI. Conclusion

The COVID-19 pandemic has required parties before the Rent Adjustment Program and litigants before it to adapt to new procedures. But those new procedures cannot lawfully include depriving a party of due process under the law. Because it is possible for parties to misunderstand one another in settlement negotiations, careful procedures are always necessary before binding all parties to a settlement agreement that implicates important rights. Those procedures were not adhered to. They also produced a final order that is ambiguous as to the claims that were actually settled. As such, Mr. Green lawfully cannot be bound by a settlement agreement that he did not actually agree to that could prevent him from pursuing his claims against his landlord in the future.

For these reasons, Tenant-Appellant Green respectfully requests that the decision entering a settlement agreement be overturned and the petition remanded for a new hearing. He further requests a hearing by the full Rent Adjustment Program Board instead of an appeal panel.

Respectfully submitted,



Jackie Zaneri
ACCE Institute
Attorney for Tenant-Appellant Morris Green, Jr.

Declaration of Morris Green, Jr.

Appeal of Case No. T19-0514

I, Morris Green, Jr., state and declare as follows:

1. The following facts are true of my own personal knowledge and I could and would testify to them under oath if called to do so.
2. I am a tenant at 265 Vernon Street, Unit 214, Oakland, California.
3. On November 15, 2019, I filed a petition with the Oakland Rent Adjustment Program that began Case No. T19-0514. I filed the petition because my corporate landlord, Mosser Companies, Inc., had overcharged me for rent and other charges. Although I had continually asked my landlord to correct this issue on its ledgers, it had not corrected these errors. I know of several other tenants who have experienced similar ledger problems with my landlord.
4. I also included many other issues in my petition. Most of these issues were related to decreases in housing services I had experienced over the past few years since the landlord, Mosser Companies, became the owner of my building in 2016. I understand now that some of these issues in my petition were time-barred by the Rent Ordinance or cannot be brought in front of the Rent Adjustment Program, since they relate to issues like harassment. I also understand that I am not time-barred from bringing these claims in other legal forums, such as in court.
5. I did not agree to mediation in my petition in the space provided on the petition form to indicate if I would-agree to it. My landlord's response to my petition also did not agree to mediation.
6. On August 31, 2020, at 8:23 am, less than two hours before my hearing, the landlord's attorney emailed me and Analyst Ava Silveira of the Rent Adjustment Program to submit some additional evidence for the hearing that he said had been uploaded but not included in the file. This evidence was a ledger that I had not previously seen and was different from the ledger and email exchanges with Mosser Companies, Inc. that I provided in my petition.

7. On August 31, 2020 at 10:00 am, I appeared by phone at the Zoom hearing for my case by calling into a number provided by the Rent Adjustment Program. I did not have an attorney. I am not an attorney myself. My landlord had an agent and two representatives present at the hearing.
8. At the hearing, the landlord's attorney, the hearing officer, and I discussed the ledger my landlord produced and the overcharges. We also discussed what would be fair compensation. I believed at the time that we were conducting the hearing and not engaging in settlement discussions.
9. My landlord and I did not discuss the decrease in housing services in my petition at the hearing because the landlord's representative said he did not want to discuss them. I thought that this was a strange way to conduct a hearing and was confused about why the hearing officer did not correct this. She appeared to agree with the landlord's attorney.
10. I was not asked at the beginning of the August 31 hearing whether I wanted to mediate my petition. No one told me that day that the hearing had been changed to a settlement conference. I thought that we were holding the hearing by discussing the evidence.
11. My landlord's representative claimed at the hearing that the issues with my rent ledger had already been resolved. I did not agree with this characterization and said so. The ledger my landlord provided was still incorrect, which is an issue that has caused me a lot of stress.
12. During the hearing, I felt that the hearing officer was not actually listening to me, and she cut me off several times while I was speaking.
13. Near the end of the hearing, after an offer from my landlord's attorney I agreed to resolve the issue of the overcharges with a small payment to me, the amount of which was to be confidential so that I could not tell other tenants about it. I did not agree that all other claims in my petition would be fully resolved. Many of my other claims are ongoing issues with my landlord that I do not consider resolved.

14. I asked the hearing officer whether the proposed agreement meant I could still bring claims against my landlord for some of the reasons listed in my petition in the future. She told me that I could.
15. At the end of the hearing, the hearing officer told me that I would receive a written agreement to sign that outlined what both sides had agreed to.
16. After the hearing, RAP Analyst Ava Silveira sent me a settlement agreement that the hearing officer had drafted. Ms. Silveira was my conduit for contacting the Rent Adjustment Program since I did not have direct contact information for the hearing officer.
17. The same day as the hearing, I read the written agreement I had been sent and realized that it contained terms that I did not agree to that day. I was particularly alarmed to find that it said that all of the issues I had listed in my petition were resolved, because I had not agreed to do that. That same day, on August 31, I emailed Ms. Silveira to let her know that the terms and language in the written agreement did not look correct to me and that I wanted to contact an attorney about that. I also let her know that during the settlement conference the hearing officer cut me off several times when I was trying to explain myself and did not seem to be listening. A true and correct copy of my email is attached to this declaration as Exhibit B.
18. The next day on September 1, 2020 I also spoke to Senior Hearing Officer Barbara Kong-Brown over the phone about the same issues I raised to the RAP Analyst, Ms. Silveira.
19. Following this email, I also emailed Ms. Silveira on September 25, 2020 to ask how I could change the written agreement to match and include language of what I had agreed to at the hearing. A true copy of our email correspondence is attached to this declaration as Exhibit B.
20. On September 29, 2020, I appeared by phone at a status conference about my case. At that time, I let the hearing officer know that I had not agreed to many of those terms that appeared in the settlement agreement and still had questions about them. I also informed her that I would be open to resolving the case so long as the agreement reflected what I had agreed to. We did not make a

new agreement that day, nor did I agree to the terms of the written agreement I had been sent. The hearing officer told me that I was not allowed to add ‘additional terms or language’ to the document because my landlord had signed it already.

21. Following the status conference, I again emailed Ms. Silveira on September 30 and October 2 to let the Rent Adjustment Program know that I did not agree with the written agreement, that it looked different from what I had actually agreed to, and that I would like language included in the agreement before signing. I again asked how we could make changes to correct this. She informed me that the hearing officer had declined that request to make changes and had instead issued an Order of Settlement of the written agreement as a decision. A true and correct copy of our email correspondence is attached hereto as Exhibit A.
22. Although according to the oral agreement at the hearing the payment was supposed to be a rent credit applied to my account and not a check, my landlord later mailed me a check for the settlement amount. I have not cashed the check and am mailing it back.
23. I did not have any intention of “resolving” all the issues I listed in my petition at the hearing with the settlement I agreed to. I still have not signed the written agreement, because I never agreed to all of its terms. If I had had the ability to review the written settlement agreement drafted by the hearing officer while I was still in the hearing, I would not have agreed to sign it and would have instead asked to continue with the hearing.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
December 1, 2020 in Oakland, California



Morris Green, Jr.

EX.A

RE: REMINDER: RAP Hearing Monday 8/31/2020 at 10:00am for T19-0514: Green v. Mosser Companies Inc.

From: Silveira, Ava (asilveira@oaklandca.gov)
To: skywalker2442@yahoo.com
Date: Monday, August 31, 2020, 5:18 PM PDT

Hi Mr. Green,

I'm sorry to hear about your experience. You may contact my supervisor, Barbara Kong-Brown, to talk about what transpired at the hearing today.

Her phone number is 510-208-3688. Please call her during business hours tomorrow.

Sincerely,

Ava

From: Mo Green <skywalker2442@yahoo.com>
Sent: Monday, August 31, 2020 4:32 PM
To: Silveira, Ava <ASilveira@oaklandca.gov>
Subject: Re: REMINDER: RAP Hearing Monday 8/31/2020 at 10:00am for T19-0514: Green v. Mosser Companies Inc.

Hi Ms. Ava Silveira,

She wasn't easy to talk to, was cutting me off when I was trying to explain, lecturing about the zoom meeting regarding me not being on video, which isn't a requirement as long as I can converse with the parties involved and other things like needing to have an amount for settlement, which is also not a requirement and difficult to do (i.e., namely, how can I determine a dollar amount on ongoing decrease in housing issues such as sewer leakage, elevator issues and water/electrical power shutoffs, etc), and didn't listen to what I was trying to convey nor do I think she reviewed the documents I've submitted. We didn't even go over the decreased in housing issues, which was one of my major complaints in the petition because the owner's (The McConnell Group) didn't want to go over it, but in this settlement agreement they don't want to admit to any wrongdoings. I may have a problem with the settlement agreement because of the language and what I am not comfortable agreeing to after seeing what was included in the document. I may need to conduct with an attorney before agreeing to this agreement.

The issues with the decreased in housing services are ongoing since The Mosser Companies took over ownership of the property. Besides I have issues with the documents the owner/landlord's representative, The McConnell Group submitted today Monday, August 31, 2020 around 8:23 am before our meeting 10 am, which I had little to no time to review the documents. I didn't have a chance to review their documents in its entirety when they had most if not all of my documents months before. Is this acceptable considering it wasn't submitted earlier, which I wasn't carbon copied on and there were some discrepancies with their documents versus my documents?

Is there someone else I can speak to other than the hearing officer regarding the settlement letter and what transpired in the meeting?

Thanks,
M Green

On Monday, August 31, 2020, 12:14:22 PM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Hi Mr. Green,

The McConnell Group actually uploaded those documents to the RAP database on 8/24/20, but I was not aware of them and he was letting me know that I failed to include those documents in the file.

It was my understanding that the case settled today. What did the hearing officer say about the letters?

-Ava

From: Mo Green <skywalker2442@yahoo.com>
Sent: Monday, August 31, 2020 12:06 PM
To: Silveira, Ava <ASilveira@oaklandca.gov>
Subject: Re: REMINDER: RAP Hearing Monday 8/31/2020 at 10:00am for T19-0514: Green v. Mosser Companies Inc.

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Hello Ms. Ava Silveira,

I called the +1 669 900 9128 US (San Jose) and Meeting ID: 830 0036 7978 and Passcode: 578096 around 9:53 am today and I was placed on hold and then I was booted off prematurely. Finally, I got connected, so please disregard my phone call message that I left around 10am today. Also, I was wondering can the opposing side (owner/landlord's representative) submit documents today Monday, August 31, 2020 around 8:23 am before our

meeting 10 am, which I had little to no time to review the documents? Is that acceptable considering it wasn't submitted earlier and there was some discrepancies with their documents versus my documents?

Thanks,

Mo

On Sunday, August 30, 2020, 3:28:50 PM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Dear parties,

Your remote hearing on 8/31/2020 will begin promptly at 10:00am on Monday.

If you intend to participate in the meeting with video capability through Zoom, please be sure to download the Zoom application on your device at least 30 minutes prior to the hearing.

Attached, please find all the forms and/or documents submitted by all parties. If there is anything that was submitted to me that is missing in the attachments, please let me know as soon as possible.

Below is the link to join the Zoom meeting:

Topic: T19-0514 Green v. Mosser Companies Inc. Hearing

Time: Aug 31, 2020 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

https://us02web.zoom.us/j/83000367978?pwd=WkxWRFEySi9PM2hXYUNicXdtam5Jdz09

Meeting ID: 830 0036 7978

Passcode: 578096

One tap mobile

+16699009128,,83000367978#,,,,,0#,,578096# US (San Jose)

+12532158782,,83000367978#,,,,,0#,,578096# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

- +1 346 248 7799 US (Houston)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 646 558 8656 US (New York)

Meeting ID: 830 0036 7978

Passcode: 578096

Sincerely,

Ava Silveira, MPA

Administrative Analyst I | Rent Adjustment Program

City of Oakland | Housing and Community Development

250 Frank H. Ogawa Plaza, Suite 6301, Oakland, CA 94612

(510) 238-7093

000115

RE: T19-0514; Settlement Agreement Status

E.X.B

From: Silveira, Ava (asilveira@oaklandca.gov)

To: skywalker2442@yahoo.com

Date: Tuesday, October 6, 2020, 2:49 PM PDT

Dear Mr. Green,

I advised the hearing officer that you would like to change the language of the agreement; however, she has denied that request and issued an Order of Settlement. I sent you a copy of the Order under separate cover.

Sincerely,

Ava

From: Mo Green <skywalker2442@yahoo.com>
Sent: Friday, October 02, 2020 6:23 PM
To: Silveira, Ava <ASilveira@oaklandca.gov>
Subject: Re: T19-0514; Settlement Agreement Status

Dear Ms. Ava Silveira,

I appreciate your assistance in attempting to settle my petition/rent adjustment board case. However, the primary (or initial) reason for my filing a complaint was to request that my landlord reimburses me for previous rent overpayments (which I was possibly overcharged in an accounting error). Unfortunately, after reviewing the written settlement agreement with an attorney, I discovered that there were additional stipulations and arbitrary clauses added. To my recollection, this additional language did not reflect our discussion and/or our mutual agreement during the hearing on August 31, 2020.

In the Petition Hearing on August 31, 2020 we didn't discuss the decreased in housing services portion of my petition because Mosser's, Owner Representative, Gregory McConnell of The McConnell Group didn't want to discuss it and asked me what I want. We mainly talked about the dispute in overcharges in my rent payments that I received when I made higher rent payments when Mosser charged me CPI rent increases twice in July 2019

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Page 1 of 9

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Page 2 of 9

3. On Page 1 under Section II. Terms And Conditions item #1, "The parties agree that Petition No. T19-0514, Green v Mosser, resolves **all** claims in the tenants's Petition and will be dismissed with prejudice". My issue is with the word **all** when we mainly talked about the dispute in overcharges in rent payments. I prefer the language to be added is to replace "**all**" with "**resolves claims pertaining to the dispute in overcharges in rent payments or previous rent overpayments**". And my reason is I don't want this agreement to restrict me and take away my rights from filing a petition later regarding new decreased in housing issues. Again, I can't predict the future, therefore I don't know what will happen.

4. On Page 2 under Section II. Terms And Conditions item #4a, "in full and final satisfaction of **all** issues raised in the petition herein". My issue is with the word **all** when we mainly talked about the dispute in overcharges in rent payments. I prefer the language to be added is to replace "**all**" with "**resolves claims pertaining to the dispute in overcharges in rent payments**". And my reason being I don't want this agreement to restrict me from filing a petition later regarding new decreased in housing issues, especially if there is a change in new ownership/property management. Again, I can't predict the future, therefore I don't know what will happen.

5. On Page 2 under Section II. Terms And Conditions item #4b, it's not a standard clause. I don't have a problem keeping the payment amount confidential, but the extra verbiage like "including but not limited to, from tenants' properties" I thought it was different. I would just have this clause be only as "**The tenant agrees to keep the above-reference payment confidential**", which I wouldn't have any problem with.

6. On Page 2 under Section III. Entire Agreement, I am confused by this section mainly this agreement "takes the place of any and all prior agreements" because there wasn't no prior agreements with both parties.

7. On Page 3 under VI. Attorneys' Fees and Costs: I thought this was a **Petition Hearing** instead of a **meditation**?

Hopefully, I am able to edit the document or add the necessary language to compel me to sign. Can you please provide me a word version of the T19-0514 Settlement Agreement instead of the pdf version, so I can provide you my edits to the document and sign? If you can't provide me a word version of the agreement then I would write it on the document itself and send to you. And do you prefer me to mail the signed and edited document to a particular address or email it?

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Page 3 of 9

about:blank

Page 4 of 9

and in October 2019 and then rescinded the amount, but never reimbursed me for it.

Therefore, I want to exclude the "decreased in housing services" portion in my petition and for the settlement agreement to focus only on the dispute in overcharges in my rent payments. So, if that can happen then I will be willing to sign the agreement only for that reason, which doesn't include decrease in housing services since it's an ongoing issue that I don't want to disbar or restrict myself from raising any new issues in future, which I can't predict especially under change in new ownership or property management.

It seems the way the agreement was written it would disbar/take away my right or restrict me from filing a petition in the future to include decrease in housing services. Correct me if I am wrong. And if I am wrong in my interpretation of that then I would want language in the settlement agreement to include or stipulate that it won't restrict me from raising any concerns in decrease in housing services if any issues occur in the future, especially if there is a change in new ownership/property management.

And the notion that language can't be added to a document once a party signs it I never heard that before until Hearing Officer Ms. Elan Consuella Lambert stated it in our second hearing on September 29, 2020. Besides once the settlement agreement was initially sent to me I didn't agree with the way certain language was written, therefore, I should have had the luxury or be entitled to review the document first and make any changes in adding language to the document to compel me to sign. If I am unable to add certain language to the agreement then maybe I can super-strike certain wording and proceed further with the hearing.

Can you please provide me a word version of the T19-0514 Settlement Agreement instead of the pdf version, so I can provide you my edits to the document and sign? If you can't provide me a word version of the agreement then I would write it on the document itself and send it to you because I don't have the hearing officer's (Ms. Lambert) email address. And do you prefer me to mail the signed and edited document to a particular address or email it and to whom?

The language that I am referring to include:

1. On Page 1 there is a typo under the Appearances section "Messers" when it should be **Mosser**.
2. On Page 1 under Section I. Introduction second paragraph "as a result of a settlement conference" should be replaced with the words "**petition hearing**" because that is what it was a hearing to discuss my petition.

Thanks,

M. Green

510-350-7672

On Thursday, October 1, 2020, 8:15:27 AM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Dear Mr. Green,

When you say you want to include language in the agreement, what language are you referring to?

One option is to sign the agreement and settle this matter. The other option is to not sign the agreement and allow the case to proceed to a hearing.

-Ava

From: Mo Green <skywalker2442@yahoo.com>
Sent: Wednesday, September 30, 2020 12:35 PM
To: Silveira, Ava <ASilveira@oaklandca.gov>
Subject: Re: T19-0514; Settlement Agreement Status

Ava,

After the meeting yesterday, I would like to include language in the agreement. Also, the hearing officer, Ms. Elan Consuella Lambert mentioned that they are options in the Order, which one is to sign the agreement. I want to know what are the other options if I don't sign? Please let me know if you have some free time to discuss.

Thank you,

Mo

510-350-7672

000116

On Friday, September 25, 2020, 3:40:17 PM PDT, Mo Green <skywalker2442@yahoo.com> wrote:

Ava,

I was confused with the settlement agreement and would like to include language in there and need some clarification. If I sign the settlement agreement does that agreement only applies to the items that I had issues with the T19-051 petition or would it apply to all future petitions, thus nullifying my opportunity to file future petitions if another situation arises with the owner?

Mo

On Friday, September 25, 2020, 2:56:28 PM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Unfortunately, none of the meeting rooms at RAP is set up with proper social distancing protocols, so all in-person hearings and meetings are suspended until further notice.

Also, you may talk to me as I am the analyst assigned to your case. What issues did you want to discuss?

Sincerely,
Ava

From: Mo Green <skywalker2442@yahoo.com>
Sent: Friday, September 25, 2020 2:47 PM
To: Silveira, Ava <ASilveira@oaklandca.gov>
Subject: Re: T19-0514; Settlement Agreement Status

Dear Ms. Ava Silveira,

No I don't have, such phone. I will just call in like I usually do. I was thinking if RAP have capacities at their office somewhere. Question: Do you know if the RAP Office is open to meet with someone to discuss some issues or is there a way to talk with an analyst?

Thanks,
M

On Friday, September 25, 2020, 12:09:14 PM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Dear Mr. Green,

Do you have a smart phone?

If so, you can download the zoom app on your phone and participate with video if your phone has a camera.

From: Mo Green <skywalker2442@yahoo.com>
Sent: Thursday, September 24, 2020 1:32 PM
To: Silveira, Ava <ASilveira@oaklandca.gov>
Subject: Re: T19-0514; Settlement Agreement Status

Ms. Ava Silveira,

Thanks for sending me this. If someone doesn't have video zoom meeting capabilities does RAP or your office have options to participate in the meeting onsite? Or can I just call in like I did before to participate in the meeting? Question: Do you know if the RAP Office is open to meet with someone to discuss some issues or is there a way to talk with an analyst?

Thanks,
M. Green

On Monday, September 21, 2020, 10:01:34 AM PDT, Silveira, Ava <asilveira@oaklandca.gov> wrote:

Dear parties,

Three weeks have passed since a copy of the Settlement Agreement was sent to the parties for signature and review. Although RAP has received a signed copy of the Settlement Agreement from the owner's representatives, we have yet to receive a signed copy of the agreement from Mr. Green. Therefore, the Hearing Officer would like to set a Settlement Status Conference on September 29, 2020 at 11:30am to discuss options.

Below is the link to join the Zoom meeting:

Topic: T19-0514 Green v. Mosser Companies Inc.
Time: Sep 29, 2020 11:30 AM Pacific Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/84574933567?pwd=U1Y2UFpWN09JdWx0RXZQckhnTjJkZjZk>

Meeting ID: 845 7493 3567
Passcode: 589970
One tap mobile
+16699009128,,84574933567#,,,,,0#,,589970# US (San Jose)
+13462487799,,84574933567#,,,,,0#,,589970# US (Houston)

Dial by your location
+1 669 900 9128 US (San Jose)
+1 346 248 7799 US (Houston)
+1 253 215 8782 US (Tacoma)
+1 646 558 8656 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)

Meeting ID: 845 7493 3567
Passcode: 589970

Sincerely,

Ava Silveira, MPA
Administrative Analyst I | Rent Adjustment Program
City of Oakland | Housing and Community Development
250 Frank H. Ogawa Plaza, Suite 6301, Oakland, CA 94612
(510) 238-7093

From: JR McConnell <r@themcconnellgroup.com>
Sent: Thursday, September 17, 2020 5:54 PM
To: Silveira, Ava <ASilveira@oaklandca.gov>
Cc: Gregory McConnell <gmc@themcconnellgroup.com>; Maria Recht <mrecht@mosserco.com>
Subject: T19-0514; Settlement Agreement Status

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Ms. Silveira,

Attached, please find a memo regarding the status of the settlement agreement for case T19-0514. Please include this memo in the file and please let us know the status of the case.

Thank you.

JR McConnell
Executive Vice President
The McConnell Group
300 Frank H. Ogawa Plaza, Suite 460
Oakland CA, 94612
(510) 834-0400 Office
(510) 691-7365 Mobile

000117

Declaration of Jackie Zaneri

Appeal of Case No. T19-0514

I, Jackie Zaneri state and declare as follows:

1. The following facts are true of my own personal knowledge and I could and would testify to them under oath if called to do so.
2. I am an attorney duly licensed to practice law in California. I represent Tenant-Appellant Morris Green Jr. in this case.
3. On October 25, 2020, I emailed Rent Adjustment Program Administrative Analyst Cynthia Jay requesting all recordings for hearings, meetings, and other recordings in Case No. T19-0514.
4. On November 24, 2020 in response to my request, I received an email from Ms. Jay attaching a single recording that is six minutes and twenty seconds long. The Rent Adjustment Program has sent me no other recordings from this case.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 1, 2020 in Oakland, California



Jackie Zaneri

PROOF OF SERVICE

I, the undersigned, served a copy of the foregoing Appeal Brief as follows:

On December 1, 2020, by enclosing the document in a sealed envelope, with postage thereon full prepaid, and depositing it with the United State Postal Service, addressed as follows:

Greg McConnell
JR McConnell
300 Frank Ogawa Plaza #460
Oakland, CA 94612

I declare under penalty of perjury that the foregoing is true and correct. Executed in Oakland, California on December 1, 2020.



Jackie Zaneri



March 11, 2021

Oakland Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Via Email

Re: Notice of Address Change – Case No. T19-0514

Dear Rent Adjustment Program:

I am representing Tenant-Appellant Morris Green in the above case. Please be advised that my contact information is now as follows:

Jackie Zaneri
ACCE Institute
P.O. Box 7226
Oakland, CA 94601

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Jackie Zaneri'.

Jackie Zaneri, Esq.
Alliance of Californians for
Community Empowerment (ACCE) Institute

Attorney for Tenant-Appellant Morris Green

1 Dennis D. Miller
LUBIN OLSON & NIEWIADOMSKI LLP
2 The Transamerica Pyramid
600 Montgomery Street, 14th Floor
3 San Francisco, California 94111
Telephone: (415) 981-0550
4 Facsimile: (415) 981-4343
5 Attorneys for Landlord
Oak9 Property Owner, LP
6
7

8 CITY OF OAKLAND
9 RENT ADJUSTMENT PROGRAM
10

11 In the Matter of Morris Green, Jr.
12 Tenant-Appellant.

Case No. T19-0514

**OAK9 PROPERTY OWNER, LP'S REPLY
TO TENANT-APPELLANT MORRIS
GREEN, JR. APPEAL OF ORDER RE
SETTLEMENT, DATED OCTOBER 5,
2020**

16 **I. INTRODUCTION**

17 Oak9 Property Owner, LP is the new owner of 265 Vernon Street, Oakland, California, the
18 property subject to the above referenced appeal filed by tenant Morris Green, Jr., who resides in
19 unit 214. Mr. Green appeals to overturn the Order, dated October 5, 2020, issued by the City of
20 Oakland Rent Adjustment Board. The Order settles the matters raised by Mr. Green in his Petition
21 Case No. T19-0514 pursuant to a hearing held on August 31, 2020. Mr. Green's main arguments
22 are that he was not represented by counsel, he did not agree to the terms entered in the Order, and
23 the Hearing Officer did not have the authority to enter the Order. None of these arguments are
24 persuasive or accurate as Mr. Green admits in his brief that he does not seek to reverse his
25 agreement accepting the settlement of the disputed rent (Green Declaration, p. 2, ¶13) and he
26 agreed to dismissal of his petition (Appellate Brief, p. 14). Further, he does not satisfy his burden
27 of proof under Rent Adjustment Program Resolution 8.22.010. His appeal should be denied.
28

1 **II. ARGUMENT**

2 Mr. Green filed his petition with the Rent Adjustment Program on November 15, 2019. In
3 late 2020, Oak9 Property Owner, LP (“Oak9”) acquired 265 Vernon Street, Oakland, California
4 (the “Property”) from the prior owner. Oak9 did not attend the August 31, 2020 hearing on Mr.
5 Green’s petition as the Property was acquired after that date. Nonetheless, his appeal of the Order
6 should be denied.

7 **A. Mr. Green is not an unsophisticated pro per party, but an educated**
8 **experienced litigator.**

9 Mr. Green contends that he was not represented by an attorney at the hearing on his
10 Petition, the hearing was not explained to him and while he admits he agreed to several terms of
11 the settlement, he now alleges not all of them. Based on his appellate brief, he admits he agreed to
12 dismiss the petition, but he now claims that he did not agree to dismissal of his Petition with
13 prejudice. His focus is basically that he did not understand the hearing process nor was it fair to
14 him as he was not represented by counsel.

15 Mr. Green is an educated man holding “three (3) academic degrees, two of which are
16 graduate level degrees in Engineering and Urban Planning and specialized experience in various
17 areas, for example education, housing and company’s receiving ISO 9001 quality standard
18 certification.” Oak9 requests the Appeal Board take Judicial Notice of Mr. Green’s pleading filed
19 in his action titled “Morris Green Jr. v. City and County of San Francisco, United States District
20 Court, Northern District of California, Case No.17-cv-00607-TSH (the “District Court Action”),
21 including page 3 of Mr. Green’s Opposition Response to Defendant’s Motion for Summary
22 Judgment (MSJ) or in the Alternative Partial Summary Judgment to Dismiss Plaintiff’s Lawsuit.
23 Exhibit 1 attached hereto.

24 Mr. Green has for the most part, represented himself pro per in the District Court Action
25 since filing it in 2017. On occasion, he has been assigned counsel for settlement conferences, but
26 the vast majority of his actions and pleadings in the District Court Action, he has handled himself.
27 A copy of the District Court Action docket is attached as Exhibit 2 hereto and Oak9 requests the
28 Appeal Board take judicial notice of it.

1 Additionally, this current Petition is not Mr. Green’s first. A review of his Petition shows
2 he has filed prior petitions in 2012, 2013, 2014 and 2015 and responded to L19-0119. The
3 underlying process was not new to Mr. Green and he is not an inexperienced pro per party.

4 **B. The Notice of Settlement Conference and Hearing was Conducted by the**
5 **Procedures established by the Rent Adjustment Program and Served Upon**
6 **Mr. Green.**

7 Mr. Green’s argument now that he did not understand the process or that he was not treated
8 fairly appears to be an afterthought. He is a smart educated man. He apparently chose not to be
9 represented by counsel relying instead on his own abilities. After he filed his Petition, the Rent
10 Adjustment Program sent him the Notice of Settlement Conference and Hearing, dated December
11 19, 2019. The “Notice of Settlement Conference and Hearing” is in all capital letters. Mr. Green
12 now argues he did not know the beginning of the Hearing would be what he now calls a
13 mediation. There is no ambiguity on the Notice of Settlement Conference and Hearing as it states
14 on the first page, “The Hearing Officer will conduct a Settlement Conference to attempt to resolve
15 this matter.... If the Settlement Conference is not successful, the Hearing will begin immediately
16 after the Settlement Conference.” Thus, for Mr. Green to now contend he did not understand the
17 process lacks credibility as it contradicts the full disclosure by the Oakland Rent Adjustment
18 Program.

19 Also on page one of the Notice of Settlement Conference and Hearing it states: “Either
20 party may bring a court reporter to record the hearing at their own expense. The Settlement
21 Conference is not recorded.” The Hearing Officer conducted a settlement conference and there
22 was no changed hearing procedure as Mr. Green claims in his appellate brief at page 9. It is
23 undisputed that Mr. Green could have had a court reporter at the August 31, 2020 hearing, but
24 choose not to. Mr. Green also contends that the prior landlord Mosser Companies was represented
25 by counsel, yet there is no reference in the Order or anywhere else in the record that exists that the
26 Mosser Companies had legal counsel. A review of Mr. Green’s appellate brief, prepared by
27 attorney Jackie Zaneri, shows it was not served on an attorney for the prior landlord. Surely if Ms.
28 Zaneri claimed that the prior landlord was represented by counsel, she would have identified him
or her and served the appellate brief properly. (The McConnell Group is not a law firm and

1 neither Greg McConnell nor JR McConnell are attorneys which is disclosed by a California State
2 Bar attorney search. The McConnell Group is a consulting firm. They were served with the
3 appellate brief.)

4 The “evidence” presented in support of the appeal is only that submitted by Mr. Green
5 after the settlement conference was held. In other words, after a settlement agreement was written
6 by the Hearing Officer who conducted the settlement conference, Mr. Green then disagreed with
7 some terms. He does not disagree that he agreed to a money settlement of his rent claims. In his
8 appellate brief he admits he agreed to dismiss his petition. (“Specifically, the parties did not agree
9 orally that each “issue” in the petition was resolved - they only agreed to dismissal of the
10 petition.” Appellate Brief, p. 14) Rent Adjustment Program Regulations, 8.22.010, Section
11 Appeals, B. Grounds for Appeal states: “The grounds on which a party may appeal a decision of a
12 Hearing Officer include, but are not limited to, the following: 5. The decision is not supported by
13 substantial evidence. Where a party claims the decision is not supported by substantial evidence,
14 the party making this claim has the burden to insure that sufficient record is before the Board to
15 enable the Board to evaluate the party’s claim.” Here, Mr. Green agrees there was a settlement,
16 including a dismissal of his petition, but that his agreed dismissal was not with prejudice. His only
17 evidence is his claim after the hearing. He did not bring a reporter to the Settlement Conference
18 and Hearing despite his right to do so. In other words, there is no evidence of what he actually
19 said at the Settlement Conference, and it cannot be known if his declaration after the Settlement
20 Conference is accurate or self-serving.

21 The general rule on appeal is that “A ruling by a trial court is presumed correct, and
22 ambiguities are resolved in favor of affirmance.” *Winograd v. American Broadcasting Company*,
23 68 Cal.App.4th, 624, 631 (1999). Further, “A necessary corollary to this rule is that if the record
24 is inadequate for meaningful review, the appellant defaults, and the decision of the trial court is
25 affirmed.” *Jameson v. Desta*, 5 Cal.5th 594, 609 (2018). Mr. Morris does not provide any record
26 of what was said at the Settlement Conference as he chose not to have a court reporter, despite
27 being advised of his right to do so. His declaration at best, only presents ambiguities which do not
28 support a reversal of the Order. Mr. Green has failed to carry his burden of proof to the appellate

1 board that the Order should be reversed.

2 **III. CONCLUSION**

3 For the reasons set forth above, Oak9 contends the appeal by Mr. Morris should be denied.

4

5 Dated: March 30, 2021

LUBIN OLSON & NIEWIADOMSKI LLP

6

7

By: 

8

Dennis D. Miller

9

Attorneys for Landlord Oak9 Property Owner, LP

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Exhibit 1

EXHIBIT 1

1 MORRIS GREEN JR
2 265 Vernon Street. Apt 214,
3 Oakland CA 94610
4 Phone Number: 510-350-7672
5 Email Address: skywalker2442@yahoo.com
6 Pro Se: Plaintiff

7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**

9
10 MORRIS GREEN JR.
11 Plaintiff(s),
12 vs.
13 CITY and COUNTY OF SAN FRANCISCO,
14 San Francisco Public Utilities Commission
15 (SFPUC) and all its agents involved in their
16 individual and official capacities,
17 Defendants.
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Case Number: 17-cv-00607-TSH

**PLAINTIFF’S OPPOSITION RESPONSE
TO DEFENDANT’S MOTION FOR
SUMMARY JUDGMENT (MSJ) OR IN
THE ALTERNATIVE PARTIAL
SUMMARY JUDGMENT TO DISMISS
PLAINTIFF’S LAWSUIT**

Fed. R. Civ. P. 56
The Hon. Thomas S. Hixson (TSH)
Hearing Date: April 8, 2021
Trial Date: To Be Determined

1 a transfer from the Engineering Division to the Collection Systems Division (CSD) within SFPUC's
2 Wastewater Enterprise (WWE) and being assigned menial work duties; challenging what appears to
3 be fraud/theft/corruption within WWE; and my participation in an investigation concerning a
4 coworker's protected health information that was discussed in public in 2014.

5 This lawsuit is an employment discrimination case brought forth by the Plaintiff against his
6 former employer, the City and County of San Francisco, San Francisco Public Utilities Commission
7 ("SFPUC"). Mr. Green was employed with the Defendant from approximately December 2006 until
8 his medical separation on February 8, 2018. During his tenure with the City, Plaintiff held only an
9 entry-level 5201 Junior Engineer position throughout various SFPUC divisions for over ten (10)
10 years despite having three (3) academic degrees, two of which are graduate level degrees in
11 Engineering and Urban Planning and specialized experience in various areas, for example education,
12 housing and company's receiving ISO 9001 quality standard certification. Plaintiff alleges: (1) he
13 was racially discriminated against in the City's refusal to provide him with various training,
14 professional development, and denied promotional opportunities as a Junior Engineer despite him
15 applying to more than 30 positions with the City and County of San Francisco; (2) he was retaliated
16 against in his transfer from the Field Engineering Division to the Collection Systems Division
17 ("CSD") within SFPUC's Wastewater Enterprise ("WWE") and giving menial work duties despite
18 his credentials; (3) upon his arrival at CSD, he was harassed and further retaliated against after he
19 filed several complaints internally within SFPUC and with the EEOC regarding the City's hiring
20 practices and the harassment he experienced, which led to him suffering from stress, mental and
21 some physical impairments; (4) upon his going on medical leave in July 2015 and December 2017,
22 the City failed to prevent discrimination and harassment and failed to provide the requested
23 reasonable accommodation of a transfer to another department within SFPUC despite knowing my
24 affected health and doctor's notes; and (5) I was subjected to threats, termination of employment and
25 medical separation that led to a wrongful termination of employment on February 8, 2018 for
26 discriminatory and retaliatory reasons.

27 The ten causes action include: (1) discrimination in violation of California's Fair
28 Employment and Housing Act (FEHA), Cal Govt. Code §§12900 et seq.; (2) retaliation in violation

Exhibit 2

EXHIBIT 2

U.S. District Court
California Northern District (San Francisco)
CIVIL DOCKET FOR CASE #: 3:17-cv-00607-TSH

Green v. City and County of San Francisco et al
Assigned to: Magistrate Judge Thomas S. Hixson
Referred to: Magistrate Judge Sallie Kim (Settlement)
Cause: 42:2000e Job Discrimination (Employment)

Date Filed: 02/06/2017
Jury Demand: Both
Nature of Suit: 442 Civil Rights: Jobs
Jurisdiction: Federal Question

Plaintiff

Morris Green, Jr.

represented by **Morris Green, Jr.**
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PRO SE

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TERMINATED: 12/16/2019

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ATTORNEY TO BE NOTICED

Defendant**S.F. Public Utilities Commission**

an all its agents involved in their individual capacities

Date Filed	#	Docket Text
02/06/2017	<u>1</u>	COMPLAINT against City and County of San Francisco, S.F. Public Utilities

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		Commission. Filed by Morris Green, Jr. Consent/Declination due by 2/21/2017. (Attachments: # <u>1</u> Civil Cover Sheet)(hdjS, COURT STAFF) (Filed on 2/6/2017) (Entered: 02/08/2017)
02/06/2017	<u>2</u>	Initial Case Management Scheduling Order with ADR Deadlines: Case Management Statement due by 5/4/2017. Case Management Conference set for 5/11/2017 10:00 AM. (Attachments: # <u>1</u> Standing Order)(hdjS, COURT STAFF) (Filed on 2/6/2017) (Entered: 02/08/2017)
02/06/2017	<u>3</u>	MOTION for Leave to Proceed in forma pauperis filed by Morris Green, Jr. (hdjS, COURT STAFF) (Filed on 2/6/2017) (Entered: 02/08/2017)
02/06/2017	<u>4</u>	NOTICE Regarding Resources Available to Pro Se Litigants. (hdjS, COURT STAFF) (Filed on 2/6/2017) (Entered: 02/08/2017)
02/10/2017	<u>5</u>	ORDER by Judge Maria-Elena James granting <u>3</u> Motion for Leave to Proceed in forma pauperis. (mejlc3, COURT STAFF) (Filed on 2/10/2017) (Additional attachment(s) added on 2/13/2017: # <u>1</u> Certificate/Proof of Service) (rmm2S, COURT STAFF). (Entered: 02/10/2017)
02/23/2017	<u>6</u>	ORDER screening <u>1</u> Complaint filed by Morris Green, Jr.; Directing Service. Signed by Judge Maria-Elena James on 2/23/2017. (mejlc3, COURT STAFF) (Filed on 2/23/2017) (Additional attachment(s) added on 2/23/2017: # <u>1</u> Certificate/Proof of Service) (rmm2S, COURT STAFF). (Entered: 02/23/2017)
02/24/2017	<u>7</u>	Letter dated 2/24/2017 Re Defendants' Address for Service. (hdjS, COURT STAFF) (Filed on 2/24/2017) (Entered: 02/24/2017)
03/09/2017	<u>8</u>	Mail sent to Morris Green returned as undeliverable re <u>6</u> Order. (hdjS, COURT STAFF) (Filed on 3/9/2017) (Entered: 03/10/2017)
03/10/2017	<u>9</u>	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by Morris Green, Jr. (hdjS, COURT STAFF) (Filed on 3/10/2017) (Additional attachment(s) added on 3/14/2017: # <u>1</u> Envelope) (hdjS, COURT STAFF). (Entered: 03/14/2017)
03/10/2017	<u>10</u>	RESPONSE to re <u>7</u> Letter by Morris Green, Jr. (hdjS, COURT STAFF) (Filed on 3/10/2017) (Entered: 03/15/2017)
03/10/2017	<u>13</u>	MOTION for Permission for Electronic Case Filing filed by Morris Green, Jr. (hdjS, COURT STAFF) (Filed on 3/10/2017) (Entered: 03/15/2017)
03/15/2017	<u>11</u>	Summons Issued as to S.F. Public Utilities Commission. (hdjS, COURT STAFF) (Filed on 3/15/2017) (Additional attachment(s) added on 3/15/2017: # <u>1</u> USM) (hdjS, COURT STAFF). (Entered: 03/15/2017)
03/15/2017	<u>12</u>	Summons Issued as to City and County of San Francisco. (hdjS, COURT STAFF) (Filed on 3/15/2017) (Additional attachment(s) added on 3/15/2017: # <u>1</u> USM) (hdjS, COURT STAFF). (Entered: 03/15/2017)
03/15/2017	<u>14</u>	Order by Magistrate Judge Maria-Elena James granting <u>13</u> Motion for Permission for Electronic Case Filing.(mejlc3, COURT STAFF) (Filed on 3/15/2017) (Additional attachment(s) added on 3/15/2017: # <u>1</u> Certificate/Proof of Service) (rmm2S, COURT STAFF). (Entered: 03/15/2017)
03/22/2017	<u>15</u>	NOTICE of Acknowledgment of Receipt re <u>12</u> Summons Issued, <u>11</u> Summons Issued (hdjS, COURT STAFF) (Filed on 3/22/2017) (Entered: 03/23/2017)
03/27/2017	<u>16</u>	SUMMONS Returned Executed City and County of San Francisco served on 3/23/2017, answer due 4/13/2017; S.F. Public Utilities Commission served on 3/23/2017, answer due 4/13/2017. (hdjS, COURT STAFF) (Filed on 3/27/2017) (Entered: 03/28/2017)

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04/13/2017	<u>17</u>	ANSWER to Complaint by City and County of San Francisco. (Walczak, Kenneth) (Filed on 4/13/2017) (Entered: 04/13/2017)
04/13/2017	<u>18</u>	CONSENT/DECLINATION to Proceed Before a US Magistrate Judge by City and County of San Francisco.. (Walczak, Kenneth) (Filed on 4/13/2017) (Entered: 04/13/2017)
04/13/2017	<u>19</u>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options <i>by CCSF</i> (Walczak, Kenneth) (Filed on 4/13/2017) (Entered: 04/13/2017)
04/20/2017	<u>20</u>	ADR Certification (ADR L.R. 3-5 b) of discussion of ADR options (Green, Morris) (Filed on 4/20/2017) (Entered: 04/20/2017)
04/20/2017	<u>21</u>	NOTICE of need for ADR Phone Conference (ADR L.R. 3-5 d) (Green, Morris) (Filed on 4/20/2017) (Entered: 04/20/2017)
04/21/2017	<u>22</u>	ADR Clerk's Notice Setting ADR Phone Conference on Thursday, May 4, 2017, at 11:00 AM Pacific time. Please note that you must be logged into an ECF account of counsel of record in order to view this document. (Attachments: # <u>1</u> Certificate/Proof of Service)(af, COURT STAFF) (Filed on 4/21/2017) (Entered: 04/21/2017)
04/27/2017	<u>23</u>	ADR Remark: The ADR Phone Conference scheduled on 5/4/2017, shall now commence at 2:00 PM Pacific time and not 11:00 AM. The call-in information remains the same. (af, COURT STAFF) (Filed on 4/27/2017) <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> Modified on 4/27/2017 (af, COURT STAFF). (Entered: 04/27/2017)
05/04/2017	<u>24</u>	CASE MANAGEMENT STATEMENT filed by City and County of San Francisco. (Walczak, Kenneth) (Filed on 5/4/2017) (Entered: 05/04/2017)
05/05/2017	<u>25</u>	CASE MANAGEMENT STATEMENT filed by Morris Green, Jr. (Attachments: # <u>1</u> Appendix)(Green, Morris) (Filed on 5/5/2017) (Entered: 05/05/2017)
05/05/2017	<u>26</u>	CASE MANAGEMENT STATEMENT filed by Morris Green, Jr. (Green, Morris) (Filed on 5/5/2017) (Entered: 05/05/2017)
05/05/2017	<u>27</u>	ORDER VACATING CASE MANAGEMENT CONFERENCE; CASE MANAGEMENT SCHEDULING ORDER: Final Pretrial Conference set for 8/30/2018 10:00 AM in Courtroom B, 15th Floor, San Francisco. Jury Selection set for 9/10/2018 09:30 AM in Courtroom B, 15th Floor, San Francisco before Magistrate Judge Maria-Elena James. Jury Trial set for 9/10/2018 09:30 AM in Courtroom B, 15th Floor, San Francisco before Magistrate Judge Maria-Elena James. Motion Hearing set for 4/26/2018 10:00 AM in Courtroom B, 15th Floor, San Francisco before Magistrate Judge Maria-Elena James. Pretrial Conference set for 8/2/2018 10:00 AM in Courtroom B, 15th Floor, San Francisco before Magistrate Judge Maria-Elena James. Amended Pleadings due by 11/27/2017. Discovery due by 2/20/2018. Motions due by 3/22/2018. Parties referred to attend early settlement conference with a magistrate judge no later than 9/15/2017. Signed by Judge Maria-Elena James on 5/5/2017. (mejlc3, COURT STAFF) (Filed on 5/5/2017) (Entered: 05/05/2017)
05/08/2017		CASE REFERRED to Magistrate Judge Elizabeth D. Laporte for Settlement (ahm, COURT STAFF) (Filed on 5/8/2017) (Entered: 05/08/2017)
05/08/2017	<u>28</u>	CASE MANAGEMENT STATEMENT filed by Morris Green, Jr. (hdjS, COURT STAFF) (Filed on 5/8/2017) (Entered: 05/09/2017)
05/12/2017	<u>29</u>	ORDER referring litigant to Federal Pro Bono Project for appointment of counsel. Signed by Judge Maria-Elena James on 5/12/2017. (mejlc3, COURT STAFF) (Filed

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		on 5/12/2017) (Entered: 05/12/2017)
05/19/2017	<u>30</u>	ORDER appointing pro bono counsel for settlement conference. Signed by Judge Maria-Elena James on 5/19/2017. (mejlc3, COURT STAFF) (Filed on 5/19/2017) (Entered: 05/19/2017)
06/20/2017	<u>31</u>	NOTICE of Settlement Conference and Settlement Conference Order by Magistrate Judge Elizabeth D. Laporte. A Settlement Conference is set for 9/6/2017 at 9:30 AM in Courtroom E, 15th Floor, San Francisco. (shyS, COURT STAFF) (Filed on 6/20/2017) (Entered: 06/20/2017)
07/28/2017	<u>32</u>	ADMINISTRATIVE MOTION Take Settlement Conference Off Calendar <i>and [Proposed] Order</i> filed by City and County of San Francisco. Responses due by 8/1/2017. (Attachments: # <u>1</u> Declaration of Kenneth M. Walczak)(Walczak, Kenneth) (Filed on 7/28/2017) (Entered: 07/28/2017)
07/31/2017	<u>33</u>	NOTICE by City and County of San Francisco of <i>Unavailability of Counsel</i> (Walczak, Kenneth) (Filed on 7/31/2017) (Entered: 07/31/2017)
08/01/2017	<u>34</u>	OPPOSITION/RESPONSE (re <u>32</u> ADMINISTRATIVE MOTION Take Settlement Conference Off Calendar <i>and [Proposed] Order</i>) filed by Morris Green, Jr. (Attachments: # <u>1</u> Proposed Order Proposed Order)(Parra, Omar) (Filed on 8/1/2017) (Entered: 08/01/2017)
08/01/2017	<u>35</u>	REPLY (re <u>32</u> ADMINISTRATIVE MOTION Take Settlement Conference Off Calendar <i>and [Proposed] Order</i>) filed by City and County of San Francisco. (Walczak, Kenneth) (Filed on 8/1/2017) (Entered: 08/01/2017)
08/03/2017	<u>36</u>	ORDER by Judge Maria-Elena James granting in part and denying in part <u>32</u> Administrative Motion to take settlement conference off calendar. September 15, 2017 settlement conference deadline extended. Defendants may move Judge Laporte for a continuance of the September 6, 2017 settlement conference. (mejlc3, COURT STAFF) (Filed on 8/3/2017) (Entered: 08/03/2017)
08/04/2017	37	CLERK'S NOTICE: The settlement conference is vacated and removed from Magistrate Judge Elizabeth D. Laporte's 9/6/2017 calendar. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (shyS, COURT STAFF) (Filed on 8/4/2017) (Entered: 08/04/2017)
09/06/2017	38	CLERK'S NOTICE: The parties are hereby notified that a Settlement Conference is set for 1/17/2018 at 9:30 AM in Courtroom E, 15th Floor, San Francisco. The provisions of the Court's 6/20/2017 Settlement Conference Order remain in effect. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (shyS, COURT STAFF) (Filed on 9/6/2017) (Entered: 09/06/2017)
01/04/2018	39	CLERK'S NOTICE: The parties are hereby notified that the Settlement Conference is rescheduled to 2/21/2018 at 9:30 AM in Courtroom E, 15th Floor, San Francisco before Magistrate Judge Elizabeth D. Laporte. The provisions of the Court's 6/20/2017 Settlement Conference Order remain in effect. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (shyS, COURT STAFF) (Filed on 1/4/2018) (Entered: 01/04/2018)
01/09/2018	<u>40</u>	NOTICE of Appearance by Joseph Michael Lake <i>Deputy City Attorney for Defendant CCSF</i> (Lake, Joseph) (Filed on 1/9/2018) (Entered: 01/09/2018)
01/30/2018	<u>41</u>	Witness List by Morris Green, Jr. (Green, Morris) (Filed on 1/30/2018) (Entered: 01/30/2018)
02/15/2018	<u>42</u>	MOTION to Continue to Change Pre-Trial Deadlines and Trial Date filed by City and

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		County of San Francisco. (Attachments: # <u>1</u> Declaration, # <u>2</u> Proposed Order, # <u>3</u> Certificate/Proof of Service)(Lake, Joseph) (Filed on 2/15/2018) (Entered: 02/15/2018)
02/21/2018	<u>44</u>	Minute Entry for settlement conference held on 2/21/2018 before Magistrate Judge Elizabeth D. Laporte. Case did not settle. Plaintiff shall consider Defendants' settlement offer and provide his response to Magistrate Judge Laporte by 2/27/2018. FTR Time: Not Recorded. The deputy clerk hereby certifies that on 2/23/2018 a copy of this minute order was served by sending it via first-class mail to the address of each non-CM/ECF user listed on the Notice of Electronic Filing. (shyS, COURT STAFF) (Date Filed: 2/21/2018) (Entered: 02/23/2018)
02/22/2018	<u>43</u>	NOTICE by Morris Green, Jr of <i>Termination of Pro Bono Representation</i> (Parra, Omar) (Filed on 2/22/2018) (Entered: 02/22/2018)
03/01/2018	<u>45</u>	First ADMINISTRATIVE MOTION <i>in Opposition to Defendant's Motion to Change Pre-Trial Deadlines and Trial Date with Proof of Service</i> filed by Morris Green, Jr. Responses due by 3/8/2018. (Green, Morris) (Filed on 3/1/2018) (Entered: 03/01/2018)
03/02/2018	<u>46</u>	ORDER re <u>42</u> MOTION to Continue to Change Pre-Trial Deadlines and Trial Date filed by City and County of San Francisco Telephone Conference set for 3/8/2018 10:00 AM in San Francisco, Courtroom B, 15th Floor before Magistrate Judge Maria-Elena James. (Instructions provided in Order).Signed by Judge Maria-Elena James on 3/2/2018. (mejlc3, COURT STAFF) (Filed on 3/2/2018) (Entered: 03/02/2018)
03/05/2018	<u>47</u>	Declaration of Joseph Lake in Support of <u>42</u> MOTION to Continue to Change Pre-Trial Deadlines and Trial Date (<i>Supplemental</i>) filed by City and County of San Francisco. (Attachments: # <u>1</u> Exhibit Exhibit A, # <u>2</u> Exhibit Exhibit B)(Related document(s) <u>42</u>) (Lake, Joseph) (Filed on 3/5/2018) (Entered: 03/05/2018)
03/06/2018	<u>48</u>	STIPULATION WITH PROPOSED ORDER <i>PROTECTIVE ORDER FOR STANDARD LITIGATION</i> filed by City and County of San Francisco. (Attachments: # <u>1</u> Certificate/Proof of Service STIPULATED PROTECTIVE ORDER FOR STANDARD LITIGATION)(Lake, Joseph) (Filed on 3/6/2018) (Entered: 03/06/2018)
03/06/2018	<u>49</u>	CLERK'S NOTICE: Changing time of Telephonic Conference. PLEASE TAKE NOTICE: that the Telephone Conference presently set for March 8, 2018 at 10:00 AM, before Magistrate Judge Maria-Elena James, shall instead be held at 10:45 a.m. Counsel/Parties shall call the following conference call number at 10:45 AM: 1-888-684-8852 / Passcode: 2925506 <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (rmm2S, COURT STAFF) (Filed on 3/6/2018) (Entered: 03/06/2018)
03/06/2018	<u>50</u>	ORDER by Magistrate Judge Maria-Elena James granting <u>48</u> Stipulation re Protective Order. (Attachments: # <u>1</u> Certificate/Proof of Service)(rmm2S, COURT STAFF) (Filed on 3/6/2018) (Entered: 03/06/2018)
03/07/2018	<u>51</u>	OPPOSITION/RESPONSE (re <u>45</u> First ADMINISTRATIVE MOTION <i>in Opposition to Defendant's Motion to Change Pre-Trial Deadlines and Trial Date with Proof of Service</i>) Plaintiff's Opposition to Defendant's Supplemental Declaration of Defendant's Motion to Change Pre-Trial Deadlines and Trial Date filed by Morris Green, Jr. (Green, Morris) (Filed on 3/7/2018) (Entered: 03/07/2018)
03/09/2018	<u>52</u>	Minute Entry for proceedings held before Magistrate Judge Maria-Elena James:

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		Telephone Conference held on 3/8/2018.FTR Time: Not Reported. Plaintiff Attorney: Joseph Lake, Deputy City Attorney. Defendant Attorney: Morris Green, Pro Se Plaintiff. Attachment: Telephone Conference held; see attached minutes. (Attachments: # <u>1</u> Certificate/Proof of Service)(rmm2S, COURT STAFF) (Date Filed: 3/9/2018) Modified on 9/25/2018 (rmm2S, COURT STAFF). (Entered: 03/09/2018)
03/12/2018	<u>53</u>	ORDER by Judge Maria-Elena James granting in part and denying in part <u>42</u> Motion to Continue; granting in part and denying in part <u>45</u> Administrative Motion Continue Discovery Deadlines. (Attachments: # <u>1</u> Exhibit MEJ Standing Order) (mejlc3, COURT STAFF) (Filed on 3/12/2018) (Entered: 03/12/2018)
03/13/2018	<u>54</u>	ORDER Referring litigant for Appointment of Counsel; Staying Proceedings. Signed by Judge Maria-Elena James on 3/13/2018. (mejlc3, COURT STAFF) (Filed on 3/13/2018) (Entered: 03/13/2018)
03/28/2018	<u>55</u>	Letter Brief re <u>52</u> Telephone Conference, <u>53</u> Order on Motion to Continue,, Order on Administrative Motion per Civil Local Rule 7-11, filed by Morris Green, Jr. (Related document(s) <u>52</u> , <u>53</u>) (Green, Morris) (Filed on 3/28/2018) (Entered: 03/28/2018)
04/06/2018	<u>56</u>	STATUS REPORT <i>Defendant's</i> by City and County of San Francisco. (Lake, Joseph) (Filed on 4/6/2018) (Entered: 04/06/2018)
04/17/2018	<u>57</u>	ORDER Appointing Counsel for Plaintiff. Signed by Judge Maria-Elena James on 4/17/2018. (mejlc3, COURT STAFF) (Filed on 4/17/2018) (Additional attachment(s) added on 4/17/2018: # <u>1</u> Certificate/Proof of Service) (rmm2S, COURT STAFF). (Entered: 04/17/2018)
06/12/2018	<u>58</u>	STIPULATION WITH PROPOSED ORDER re <u>53</u> Order on Motion to Continue,, Order on Administrative Motion per Civil Local Rule 7-11, <i>JOINT STIPULATION</i> filed by Morris Green, Jr. (Attachments: # <u>1</u> Proposed Order)(Wieser, Emily) (Filed on 6/12/2018) (Entered: 06/12/2018)
06/13/2018	<u>59</u>	ORDER by Magistrate Judge Maria-Elena James granting <u>58</u> Stipulation to Extend Discovery Deadlines. (rmm2S, COURT STAFF) (Filed on 6/13/2018) (Entered: 06/13/2018)
07/17/2018	<u>60</u>	ORDER: Case Management Statement due by 8/2/2018. Case Management Conference set for 8/9/2018 10:00 AM. Signed by Judge Maria-Elena James on 7/17/2018. (cdnS, COURT STAFF) (Filed on 7/17/2018) (Entered: 07/17/2018)
07/23/2018	<u>61</u>	STIPULATION <i>JOINT, TO EXTEND DEADLINE FOR FILING JOINT LETTER BRIEF REGARDING DISCOVERY DISPUTES</i> filed by Morris Green, Jr. (Wieser, Emily) (Filed on 7/23/2018) (Entered: 07/23/2018)
07/23/2018	<u>62</u>	Proposed Order re <u>61</u> Stipulation by Morris Green, Jr. (Wieser, Emily) (Filed on 7/23/2018) (Entered: 07/23/2018)
07/25/2018	<u>63</u>	ORDER re <u>61</u> Stipulation filed by Morris Green, Jr.. Signed by Magistrate Judge Maria-Elena James on 7/25/2018. (rmm2S, COURT STAFF) (Filed on 7/25/2018) (Entered: 07/25/2018)
08/02/2018	<u>64</u>	JOINT CASE MANAGEMENT STATEMENT filed by City and County of San Francisco. (Lake, Joseph) (Filed on 8/2/2018) (Entered: 08/02/2018)
08/02/2018	<u>65</u>	ORDER by Magistrate Judge Maria-Elena James: Having reviewed the parties' Joint Case Management Statement (ECF No. <u>64</u>), the Court finds a conference unnecessary until it is clear that all discovery matters have been resolved. The Court therefore VACATES the 8/9/2018 Case Management Conference. The Court

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		<p>reminds the parties of the requirements set forth in the 5/5/2017 Case Management Order (ECF No. <u>27</u>), including the deadline to seek leave to amend pleadings and the statement(s) of facts requirements for summary judgment motions.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (cdnS, COURT STAFF) (Filed on 8/2/2018) (Entered: 08/02/2018)</p>
08/02/2018	66	<p>ORDER by Magistrate Judge Maria-Elena James: Given the status of this case, the upcoming pretrial conference (8/30/2018) and trial dates (9/10/2018) are VACATED and shall be rescheduled at a later date.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (cdnS, COURT STAFF) (Filed on 8/2/2018) (Entered: 08/02/2018)</p>
08/02/2018	<u>67</u>	<p>Letter Brief filed by Morris Green, Jr. (Attachments: # <u>1</u> Attestation in Support of Joint Letter, # <u>2</u> Attestation in Support of Joint Letter, # <u>3</u> Attestation in Support of Joint Letter, # <u>4</u> Attestation in Support of Joint Letter, # <u>5</u> Attestation in Support of Joint Letter, # <u>6</u> Attestation in Support of Joint Letter, # <u>7</u> Appendix Appendix)(Wieser, Emily) (Filed on 8/2/2018) (Entered: 08/02/2018)</p>
08/03/2018	<u>68</u>	<p>MOTION for Extension of Time to Complete Discovery <i>to Continue Dispositive Motion Deadline</i> filed by City and County of San Francisco. (Attachments: # <u>1</u> Declaration, # <u>2</u> Proposed Order, # <u>3</u> Certificate/Proof of Service)(Lake, Joseph) (Filed on 8/3/2018) (Entered: 08/03/2018)</p>
08/07/2018	<u>69</u>	<p>ORDER by Magistrate Judge Maria-Elena James granting <u>68</u> Motion for Extension of Time to Complete Discovery. Discovery Meet and Confer set for 8/14/2018 10:00 AM in San Francisco, Courtroom B, 15th Floor before Magistrate Judge Maria-Elena James. Following the meeting, on or before August 24, 2018, the parties shall submit an updated joint letter brief, in compliance with Judge James' standing Discovery Order and a joint proposal for a new deadline for completion of all discovery.(rmm2S, COURT STAFF) (Filed on 8/7/2018) (Entered: 08/07/2018)</p>
08/24/2018	<u>70</u>	<p>Brief <i>Attestation In Support of Joint Letter Brief Regarding Discovery Disputes</i> filed by Morris Green, Jr. (Attachments: # <u>1</u> Declaration)(Wieser, Emily) (Filed on 8/24/2018) (Entered: 08/24/2018)</p>
09/04/2018	<u>71</u>	<p>ORDER REASSIGNING CASE. Case reassigned to Magistrate Judge Thomas S Hixson for all further proceedings. Magistrate Judge Maria-Elena James no longer assigned to the case. (sxbS, COURT STAFF) (Filed on 9/4/2018) (Entered: 09/04/2018)</p>
09/07/2018	<u>72</u>	<p>CLERK'S NOTICE SCHEDULING STATUS CONFERENCE: Status Conference set for 9/20/2018 at 10:00 a.m., Courtroom D, 15th Floor before Magistrate Judge Thomas S. Hixson. (rmm2S, COURT STAFF) (Filed on 9/7/2018) (Entered: 09/07/2018)</p>
09/20/2018	73	<p>Minute Entry for proceedings held before Magistrate Judge Thomas S. Hixson: Status Conference held on 9/20/2018.</p> <p>FTR Time: 10:08-10:36 Total Time: 44 minutes</p> <p>Plaintiff Attorney(s): Kate Svinarch, Esq.; Emily A. Wieser, Esq. Plaintiff Morris Green, present.</p> <p>Defendant Attorney(s): Joseph Lake, Deputy City Attorney.</p>

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		<p>Proceedings: Minutes of Status Conference. Argument heard. Matter submitted. Court to issue order re it's ruling on the issue of reopening discovery. Plaintiff to file a status report by November 16, 2018, re Right to Sue letter and the status re filing of amended complaint.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (rmm2S, COURT STAFF) (Date Filed: 9/20/2018) (Entered: 09/20/2018)</p>
09/27/2018	<u>74</u>	ORDER re Plaintiff's Motion to Reopen Discovery <u>70</u> Brief filed by Morris Green, Jr. Signed by Judge Thomas S. Hixson on 9/27/2018. (tshlc2, COURT STAFF) (Filed on 9/27/2018) (Entered: 09/27/2018)
09/27/2018	<u>75</u>	Brief <i>Request to File Motion to Re-Open Discovery</i> filed by Morris Green, Jr. (Attachments: # <u>1</u> Exhibit)(Wieser, Emily) (Filed on 9/27/2018) (Entered: 09/27/2018)
10/04/2018	<u>76</u>	ORDER re <u>75</u> Brief filed by Morris Green, Jr. Motion to Reopen Discovery due by 10/4/2018. Signed by Judge Thomas S. Hixson on 10/4/2018. (tshlc2S, COURT STAFF) (Filed on 10/4/2018) (Entered: 10/04/2018)
10/18/2018	<u>77</u>	ADMINISTRATIVE MOTION Re-Open Discovery filed by Morris Green, Jr. Responses due by 10/22/2018. (Attachments: # <u>1</u> Declaration)(Wieser, Emily) (Filed on 10/18/2018) (Entered: 10/18/2018)
11/01/2018	<u>78</u>	OPPOSITION/RESPONSE (re <u>77</u> ADMINISTRATIVE MOTION Re-Open Discovery) filed by City and County of San Francisco. (Lake, Joseph) (Filed on 11/1/2018) (Entered: 11/01/2018)
11/01/2018	<u>79</u>	DECLARATION of Joseph M. Lake in Opposition to <u>78</u> Opposition/Response to Motion <i>To Re-Open Discovery</i> filed by City and County of San Francisco. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E)(Related document(s) <u>78</u>) (Lake, Joseph) (Filed on 11/1/2018) (Entered: 11/01/2018)
11/01/2018	<u>80</u>	CERTIFICATE OF SERVICE by City and County of San Francisco re <u>79</u> Declaration in Opposition, <u>78</u> Opposition/Response to Motion (Lake, Joseph) (Filed on 11/1/2018) (Entered: 11/01/2018)
11/08/2018	<u>81</u>	REPLY (re <u>77</u> ADMINISTRATIVE MOTION Re-Open Discovery) filed by Morris Green, Jr. (Attachments: # <u>1</u> Declaration)(Wieser, Emily) (Filed on 11/8/2018) (Entered: 11/08/2018)
11/16/2018	<u>82</u>	STATUS REPORT by Morris Green, Jr. (Silberman, Aaron) (Filed on 11/16/2018) (Entered: 11/16/2018)
11/27/2018	<u>83</u>	ORDER by Judge Thomas S. Hixson granting <u>77</u> Motion to Reopen Discovery. Fact discovery on existing claims shall close on March 29, 2019. (tshlc2S, COURT STAFF) (Filed on 11/27/2018) (Entered: 11/27/2018)
12/10/2018	<u>84</u>	ORDER SETTING DEADLINE TO FILE SECOND AMENDED COMPLAINT. Signed by Judge Thomas S. Hixson on 12/10/2018. (tshlc2S, COURT STAFF) (Filed on 12/10/2018) (Entered: 12/10/2018)
01/10/2019	<u>85</u>	First MOTION to Amend/Correct <i>Employment Discrimination Complaint</i> filed by Morris Green, Jr. Motion Hearing set for 2/21/2019 10:00 AM in San Francisco, Courtroom A, 15th Floor before Magistrate Judge Thomas S. Hixson. Responses due by 1/24/2019. Replies due by 1/31/2019. (Attachments: # <u>1</u> Exhibit Plaintiff's Amended Employment Discrimination Complaint)(Green, Morris) (Filed on 1/10/2019) (Entered: 01/10/2019)
01/24/2019	<u>86</u>	OPPOSITION/RESPONSE (re <u>85</u> First MOTION to Amend/Correct <i>Employment Discrimination Complaint</i>) filed by City and County of San Francisco. (Lake, Joseph)

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		(Filed on 1/24/2019) (Entered: 01/24/2019)
01/31/2019	<u>87</u>	REPLY (re <u>85</u> First MOTION to Amend/Correct <i>Employment Discrimination Complaint</i>) filed by Morris Green, Jr. (Green, Morris) (Filed on 1/31/2019) (Entered: 01/31/2019)
02/21/2019	<u>88</u>	<p>Minute Entry for proceedings held before Magistrate Judge Thomas S. Hixson: Motion Hearing held on 2/21/2019.</p> <p>FTR Time: 10:23-10:24;10:24-11:14 Total Time: 10 minutes</p> <p>Plaintiff Attorney: Morris Green, Pro Se Plaintiff.</p> <p>Defendant Attorney: Joseph M. Lake, Deputy City Attorney.</p> <p>Proceedings: Motion to Amend held; Argument heard, matter submitted. Court to issue Order.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (rmm2S, COURT STAFF) (Date Filed: 2/21/2019) (rmm2S, COURT STAFF). (Entered: 02/21/2019)</p>
02/22/2019	<u>89</u>	ORDER by Judge Thomas S. Hixson granting in part and denying in part <u>85</u> Motion Seeking Leave to Amend Complaint. Plaintiff shall file a first amended complaint in conformity with the attached order within 30 days. The Court ORDERS that discovery in this case is REOPENED as to the amendments allowed by this order. The Court ORDERS the parties to meet and confer concerning when the fact discovery cutoff should be for this reopened discovery. The parties shall file a letter brief within 14 days stating each sides proposal with a brief explanation. (tshlc2S, COURT STAFF) (Filed on 2/22/2019) (Entered: 02/22/2019)
02/26/2019	<u>90</u>	ORDER REQUESTING COUNSEL'S ASSISTANCE IN REVISING PROPOSED AMENDED COMPLAINT. Signed by Judge Thomas S. Hixson on 2/26/2019. (tshlc2, COURT STAFF) (Filed on 2/26/2019) (Entered: 02/26/2019)
03/01/2019	<u>91</u>	RESPONSE re <u>90</u> Order <i>Requesting Assistance in Revising Proposed Amended Complaint</i> by Morris Green, Jr. (Silberman, Aaron) (Filed on 3/1/2019) (Entered: 03/01/2019)
03/05/2019	<u>92</u>	AMENDED ORDER APPOINTING COUNSEL. Signed by Judge Thomas S. Hixson on 3/5/2019. (tshlc2S, COURT STAFF) (Filed on 3/5/2019) (Entered: 03/05/2019)
03/11/2019	<u>93</u>	Discovery Letter Brief/ <i>Proposed Schedule</i> filed by City and County of San Francisco. (Attachments: # <u>1</u> Certificate/Proof of Service)(Lake, Joseph) (Filed on 3/11/2019) (Entered: 03/11/2019)
03/12/2019	<u>94</u>	Letter from Plaintiff's Proposal Re: Discovery Deadlines . (Attachments: # <u>1</u> Declaration) (Wieser, Emily) (Filed on 3/12/2019) (Entered: 03/12/2019)
03/13/2019	<u>95</u>	CASE MANAGEMENT SCHEDULING ORDER: Deadline to Seek Leave to Amend Pleadings 6/24/2019. Close of Fact Discovery 8/22/2019. Disclosure of Expert Witnesses 8/22/2019. Disclosure of Rebuttal Expert Witnesses 9/9/2019. Close of Expert Discovery 9/23/2019. Deadline to File Dispositive Motions 10/3/2019. Hearing on Dispositive Motions 11/7/2019. Exchange of Pretrial Disclosures 1/8/2020. Deadline to File Pretrial Statement, Motions in Limine and Related Documents 1/23/2020. Deadline to File Oppositions to Motions in Limine 1/30/2020. Pretrial

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		Conference 2/13/2020. Final Pretrial Conference 3/12/2020. Jury Trial (Duration: 10 days) 3/23/2020. Signed by Judge Thomas S. Hixson on 3/13/2019. (tshlc2S, COURT STAFF) (Filed on 3/13/2019) (Entered: 03/13/2019)
03/22/2019	<u>96</u>	MOTION to Amend/Correct filed by Morris Green, Jr. Responses due by 4/5/2019. Replies due by 4/12/2019. (Green, Morris) (Filed on 3/22/2019) (Entered: 03/22/2019)
03/25/2019	<u>97</u>	Second MOTION to Amend/Correct <u>89</u> Order on Motion to Amend/Correct,, <u>87</u> Reply to Opposition/Response, <u>96</u> MOTION to Amend/Correct , <u>95</u> Terminate Motions,,, Set Deadlines/Hearings,,, Case Management Scheduling Order,, filed by Morris Green, Jr. Motion Hearing set for 4/18/2019 10:00 AM in San Francisco, Courtroom A, 15th Floor before Magistrate Judge Thomas S. Hixson. Responses due by 4/8/2019. Replies due by 4/15/2019. (Green, Morris) (Filed on 3/25/2019) (Entered: 03/25/2019)
04/08/2019	<u>98</u>	Answer to Amended Complaint (<i>Employment-Discrimination - Dk. No. 97</i>) by City and County of San Francisco. (Lake, Joseph) (Filed on 4/8/2019) (Entered: 04/08/2019)
05/06/2019	<u>99</u>	ORDER referring case to Magistrate Judge Elizabeth D. Laporte for Settlement. Signed by Judge Thomas S. Hixson on 5/6/2019. (tshlc2S, COURT STAFF) (Filed on 5/6/2019) (Entered: 05/06/2019)
05/07/2019	<u>100</u>	Order Setting Settlement Conference before Magistrate Judge Elizabeth D. Laporte. Settlement Conference set for 6/26/2019 09:30 AM in San Francisco, Courtroom E, 15th Floor. Signed by Judge Elizabeth D. Laporte on May 7, 2019. (mlls, COURT STAFF) (Filed on 5/7/2019) (Entered: 05/07/2019)
06/04/2019	101	CLERK'S NOTICE: The parties are hereby notified that the settlement conference is rescheduled to 10/11/2019 at 9:30 AM in San Francisco, Courtroom E, 15th Floor before Magistrate Judge Elizabeth D. Laporte. The provisions of the Court's 5/7/2019 Settlement Conference Order remain in effect. (<i>This is a text-only entry generated by the court. There is no document associated with this entry.</i>) (shyS, COURT STAFF) (Filed on 6/4/2019) (Entered: 06/04/2019)
06/17/2019	<u>102</u>	***Filed in error. Please see ECF No. 103 for correct entry. (Entered: 06/17/2019)
06/17/2019	<u>103</u>	ORDER: Status Report due by 6/24/2019. Signed by Judge Thomas S. Hixson on 6/17/2019. (tshlc2S, COURT STAFF) (Additional attachment(s) added on 6/17/2019: # <u>1</u> Certificate/Proof of Service) (rmm2S, COURT STAFF). (Entered: 06/17/2019)
06/20/2019	<u>104</u>	STATUS REPORT by City and County of San Francisco. (Attachments: # <u>1</u> Certificate/Proof of Service)(Lake, Joseph) (Filed on 6/20/2019) (Entered: 06/20/2019)
06/24/2019	<u>105</u>	STATUS REPORT by Morris Green, Jr. (Green, Morris) (Filed on 6/24/2019) (Entered: 06/24/2019)
06/26/2019	<u>106</u>	ORDER The Court hereby continues the dispositive motion filing deadline to November 7, 2019. The hearing on dispositive motions will be held on December 12, 2019, at 10:00 a.m. in Courtroom A, located on the 15th floor of the Federal Building, 450 Golden Gate Avenue, San Francisco, California. Signed by Judge Thomas S. Hixson on 6/26/2019. (tshlc2S, COURT STAFF) (Filed on 6/26/2019) (Additional attachment(s) added on 6/27/2019: # <u>1</u> Certificate/Proof of Service) (rmm2S, COURT STAFF). (Entered: 06/26/2019)
08/19/2019	<u>107</u>	Letter Brief re <u>94</u> Letter filed by Morris Green, Jr. (Related document(s) <u>94</u>) (Green, Morris) (Filed on 8/19/2019) (Entered: 08/19/2019)
08/20/2019	108	CLERK'S NOTICE: Scheduling Telephone Conference re ECF Docket No. 107: Telephone Conference set for 8/21/2019 at 3:00 p.m., before Magistrate Judge Thomas S.

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		<p>Hixson. Counsel shall be prepared to speak about ECF Docket No. 107.</p> <p>Call In Phone Number: 1-888-684-8852/Passcode: 2925506</p> <p>If any questions, please email the Courtroom Deputy, Rose Maher, at the following address: Rose_Maher@cand.uscourts.gov</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (rmm2S, COURT STAFF) (Filed on 8/20/2019) (Entered: 08/20/2019)</p>
08/20/2019	<u>109</u>	RESPONSE re <u>107</u> Letter Brief from Plaintiff Green by City and County of San Francisco. (Lake, Joseph) (Filed on 8/20/2019) (Entered: 08/20/2019)
08/20/2019	<u>110</u>	RESPONSE re Letter Brief from Plaintiff, Dkt. 107 by Morris Green, Jr. (Wieser, Emily) (Filed on 8/20/2019) (Entered: 08/20/2019)
08/29/2019	<u>111</u>	Letter Brief JOINT LETTER BRIEFS filed by Morris Green, Jr. (Attachments: # <u>1</u> Joint Letter Brief - RFA 27, # <u>2</u> Joint Letter Brief - RFD 31 & 32, # <u>3</u> Joint Letter Brief - RFD 38 & 39, # <u>4</u> Appendix, # <u>5</u> Exhibit A, # <u>6</u> Exhibit B, # <u>7</u> Exhibit C, # <u>8</u> Exhibit D, # <u>9</u> Exhibit E, # <u>10</u> Exhibit F, # <u>11</u> Exhibit G)(Wieser, Emily) (Filed on 8/29/2019) (Entered: 08/29/2019)
08/30/2019	<u>112</u>	Discovery Order. Oral argument is set for September 5, 2019 at 10:00 a.m. in Courtroom A on the 15th floor for the letter briefs concerning Special Interrogatory No. 19, Requests for Production Nos. 38 & 39, and Special Interrogatory No. 22. Signed by Judge Thomas S. Hixson on 8/30/2019. (tshlc2S, COURT STAFF) (Filed on 8/30/2019) (Entered: 08/30/2019)
09/03/2019	<u>113</u>	ADMINISTRATIVE MOTION Reschedule of Oral Argument filed by City and County of San Francisco. Responses due by 9/9/2019. (Lake, Joseph) (Filed on 9/3/2019) (Entered: 09/03/2019)
09/03/2019	<u>114</u>	ORDER by Magistrate Judge Thomas S. Hixson granting <u>113</u> Administrative Motion to Continue Motion Hearing. Motion Hearing set for 9/12/2019 10:00 AM in San Francisco, Courtroom A, 15th Floor before Magistrate Judge Thomas S. Hixson.
		(Attachments: # <u>1</u> Certificate/Proof of Service)
		(rmm2S, COURT STAFF) (Filed on 9/3/2019) (Entered: 09/03/2019)
09/12/2019	<u>115</u>	🔊 PDF with attached Audio File. Court Date & Time [9/12/2019 11:06:22 AM]. File Size [10552 KB]. Run Time [00:21:59]. (courtspeak). (Entered: 09/12/2019)
09/12/2019	<u>116</u>	Discovery Order (tshlc2S, COURT STAFF) (Filed on 9/12/2019) (Entered: 09/12/2019)
09/12/2019	<u>117</u>	Minute Entry for proceedings held before Magistrate Judge Thomas S. Hixson: Telephone Conference held on 9/12/2019.
		FTR Time: 11:06-11:40 Total Time: 37 minutes
		Plaintiff Attorney: Emily A. Wieser, Esq.
		Defendant Attorney: Joseph Lake, Deputy City Attorney

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		<p>Proceedings: Motion hearing held. Argument heard, matter submitted. Court to issue Order.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (rmm2S, COURT STAFF) (Date Filed: 9/12/2019) (Entered: 09/12/2019)</p>
10/10/2019	118	<p>CLERK'S NOTICE: The settlement conference is vacated and removed from Magistrate Judge Elizabeth D. Laporte's 10/11/2019 calendar. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (shyS, COURT STAFF) (Filed on 10/10/2019) (Entered: 10/10/2019)</p>
10/11/2019		<p>CASE REFERRED to Magistrate Judge Sallie Kim for Settlement (ahm, COURT STAFF) (Filed on 10/11/2019) (Entered: 10/11/2019)</p>
10/15/2019	<u>119</u>	<p>NOTICE OF TELEPHONIC SCHEDULING CONFERENCE FOR SETTLEMENT CONFERENCE. Telephonic Scheduling Conference set for 10/24/2019 09:00 AM in San Francisco, Chambers before Magistrate Judge Sallie Kim. Signed by Magistrate Judge Sallie Kim on 10/15/2019. (mkIS, COURT STAFF) (Filed on 10/15/2019) (Entered: 10/15/2019)</p>
10/24/2019	120	<p>Minute Entry for proceedings held before Magistrate Judge Sallie Kim: Telephonic Scheduling Conference held on 10/24/2019. Settlement Conference set for 12/5/2019 at 9:30 AM. The Court will issue a settlement conference order. (Total Time in Court: 10 minutes.) (Not reported.)</p> <p>Attorney for Plaintiff: Emily Wieser. Attorney for Defendants: Joseph Lake.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (mkIS, COURT STAFF) (Date Filed: 10/24/2019) (Entered: 10/24/2019)</p>
10/24/2019	<u>121</u>	<p>NOTICE OF SETTLEMENT CONFERENCE AND SETTLEMENT CONFERENCE ORDER. Settlement Conference set for 12/5/2019 09:30 AM in San Francisco, Courtroom C, 15th Floor. Signed by Magistrate Judge Sallie Kim on 10/24/2019. (mkIS, COURT STAFF) (Filed on 10/24/2019) (Entered: 10/24/2019)</p>
10/24/2019	<u>122</u>	<p>UPDATED CASE MANAGEMENT SCHEDULING ORDER:</p> <p>Deadline to File Dispositive Motions - 1/23/2020 Hearing on Dispositive Motions - 2/27/2020 Exchange of Pretrial Disclosures - 4/29/2020 Deadline to File Pretrial Statement, Motions in Limine and Related Documents - 5/14/2020 Deadline to File Oppositions to Motions in Limine - 5/21/2020 Pretrial Conference - 6/4/2020 Final Pretrial Conference - 7/2/2020 Jury Trial - 7/13/2020</p> <p>Signed by Judge Thomas S. Hixson on 10/24/2019. (cdnS, COURT STAFF) (Filed on 10/24/2019) (Entered: 10/24/2019)</p>
12/05/2019	123	<p>Minute Entry for proceedings held before Magistrate Judge Sallie Kim: Settlement Conference held on 12/5/2019. Case did not settle. No further settlement proceedings set at this time. (Total Time in Court: 5 hours.) (Not reported.)</p> <p>Attorney for Plaintiff: Emily Wieser; Kate Svinarich. Client Representative: Morris Green Jr.</p>

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		<p>Attorney for Defendants: Joseph Lake. Client Representative: Rick Nelson.</p> <p><i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> (mkIS, COURT STAFF) (Date Filed: 12/5/2019) (Entered: 12/05/2019)</p>
12/05/2019	<u>124</u>	ORDER REQUESTING COUNSEL'S ASSISTANCE IN DRAFTING AND/OR RESPONDING TO DISPOSITIVE MOTIONS. Signed by Judge Thomas S. Hixson on 12/5/2019. (cdnS, COURT STAFF) (Filed on 12/5/2019) (Entered: 12/05/2019)
12/16/2019	<u>125</u>	RESPONSE to Request for Assistance re Dispositive Motions by Morris Green, Jr. (Silberman, Aaron) (Filed on 12/16/2019) (Entered: 12/16/2019)
12/16/2019	<u>126</u>	ORDER RELIEVING APPOINTED COUNSEL; ORDER REFERRING PLAINTIFF to Federal Pro Bono Project. Signed by Judge Thomas S. Hixson on 12/16/2019. (cdnS, COURT STAFF) (Filed on 12/16/2019) (Entered: 12/16/2019)
12/16/2019		Set Deadlines/Hearings: (cdnS, COURT STAFF) (Filed on 12/16/2019) (Entered: 12/16/2019)
01/14/2020	<u>127</u>	NOTICE of Appearance by Kate G Kimberlin (Kimberlin, Kate) (Filed on 1/14/2020) (Entered: 01/14/2020)
06/17/2020	<u>128</u>	ORDER LIFTING STAY. Case Management Statement due by 7/23/2020. Further Case Management Conference set for 7/30/2020 10:00 AM. Signed by Judge Thomas S. Hixson on 6/17/2020. (cdnS, COURT STAFF) (Filed on 6/17/2020) (Mr. Green has been served by First Class Mail to the address of record.) (Entered: 06/17/2020)
06/30/2020	<u>129</u>	NOTICE of Appearance by Boris Reznikov (Reznikov, Boris) (Filed on 6/30/2020) (Entered: 06/30/2020)
07/23/2020	<u>130</u>	UPDATED JOINT CASE MANAGEMENT CONFERENCE STATEMENT and STATUS REPORT filed by City and County of San Francisco. (Reznikov, Boris) (Filed on 7/23/2020) Modified on 7/24/2020 (gbaS, COURT STAFF). (Entered: 07/23/2020)
07/23/2020	<u>131</u>	<p>UPDATED CASE MANAGEMENT SCHEDULING ORDER:</p> <p>Deadline to File Dispositive Motions - 11/12/2020 Deadline to File Any Opposition to Dispositive Motions - 1/7/2021 Deadline to File Any Reply in Support of Dispositive Motions - 1/21/2021 Hearing on Dispositive Motions - 2/4/2021 Exchange of Pretrial Disclosures - 3/31/2021 Deadline to File Pretrial Statement, Motions in Limine and Related Documents - 4/15/2021 Deadline to File Oppositions to Motions in Limine - 4/22/2021 Pretrial Conference - 5/6/2021 Final Pretrial Conference - 6/3/2021 Jury Trial (Duration to be determined) - 6/14/2021</p> <p>Signed by Judge Thomas S. Hixson on 7/23/2020. (cdnS, COURT STAFF) (Filed on 7/23/2020)</p> <hr/> <p>Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF)</p> <p>(Entered: 07/23/2020)</p>
11/12/2020	<u>132</u>	NOTICE of Appearance by Robert Stephen James Rogoyski (Rogoyski, Robert) (Filed on 11/12/2020) (Entered: 11/12/2020)

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11/12/2020	<u>133</u>	MOTION for Summary Judgment or in the alternative Partial Summary Judgment filed by City and County of San Francisco. Motion Hearing set for 2/9/2021 10:00 AM before Magistrate Judge Thomas S. Hixson. Responses due by 11/27/2020. Replies due by 12/4/2020. (Attachments: # <u>1</u> Supplement Separate Statement of Material Facts ISO MSJ, # <u>2</u> Declaration Ahmad ISO MSJ, # <u>3</u> Declaration Henderson ISO MSJ, # <u>4</u> Declaration Gardunio ISO MSJ, # <u>5</u> Exhibit to Gardunio Exhibit, # <u>6</u> Declaration Rogoyski ISO MSJ with Exhibits, # <u>7</u> Proposed Order, # <u>8</u> Certificate/Proof of Service)(Rogoyski, Robert) (Filed on 11/12/2020) Modified on 11/12/2020 (gbaS, COURT STAFF). (Entered: 11/12/2020)
11/13/2020	134	CLERK'S NOTICE as to <u>133</u> MOTION for Summary Judgment: Counsel incorrectly noticed the hearing on a Tuesday (2/9/2021). The hearing is reset to Thursday 2/11/2021 10:00 AM before Magistrate Judge Thomas S. Hixson. <i>(This is a text-only entry generated by the court. There is no document associated with this entry.)</i> , Set/Reset Deadlines (Related documents(s) <u>133</u>)(cdnS, COURT STAFF) (Filed on 11/13/2020) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 11/13/2020)
11/13/2020	<u>135</u>	ORDER RE: PLAINTIFF'S EX PARTE COMMUNICATIONS. Signed by Judge Thomas S. Hixson on 11/13/2020. (cdnS, COURT STAFF) (Filed on 11/13/2020) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 11/13/2020)
11/13/2020		Set Deadlines/Hearings: (cdnS, COURT STAFF) (Filed on 11/13/2020) (Entered: 12/31/2020)
12/15/2020	<u>136</u>	ASSOCIATION of Counsel <i>Notice of Assignment of Erik A. Rapoport</i> by City and County of San Francisco. (Rapoport, Erik) (Filed on 12/15/2020) (Entered: 12/15/2020)
12/29/2020	<u>137</u>	NOTICE of Appearance by Erik A. Rapoport <i>Amended Notice of Appearances and Reassignment</i> (Rapoport, Erik) (Filed on 12/29/2020) (Entered: 12/29/2020)
01/05/2021	<u>138</u>	MOTION for Extension of Time to File Response/Reply as to <u>131</u> Case Management Scheduling Order filed by Morris Green, Jr. (Attachments: # <u>1</u> Declaration Declaration including Exhibits and Certificate/Proof of Service) (Green, Morris) (Filed on 1/5/2021) Modified on 1/5/2021 (gbaS, COURT STAFF). (Entered: 01/05/2021)
01/05/2021	<u>139</u>	REPLY (re <u>138</u> First MOTION for Extension of Time to File First MOTION for Extension of Time to File Response/Reply as to <u>131</u> Case Management Scheduling Order,,,) filed by City and County of San Francisco. (Rapoport, Erik) (Filed on 1/5/2021) (Entered: 01/05/2021)
01/05/2021	<u>140</u>	ORDER re <u>138</u> First MOTION for Extension of Time to File: The Court DENIES Green's request for further discovery but GRANTS his request to extend the briefing deadlines. Green shall file his opposition by January 21, 2021, the City shall file its reply by February 4, and the Court shall conduct a hearing on February 18, 2021 at 10:00 a.m. Signed by Judge Thomas S. Hixson on 1/5/2021. (cdnS, COURT STAFF) (Filed on 1/5/2021) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 01/05/2021)
01/05/2021		Set/Reset Deadlines as to <u>133</u> MOTION for Summary Judgment or in the alternative Partial Summary Judgment. Responses due by 1/21/2021. Replies due by 2/4/2021. (gbaS, COURT STAFF) (Filed on 1/5/2021) (Entered: 01/05/2021)
01/21/2021	<u>141</u>	Second MOTION for Extension of Time to File Response/Reply filed by Morris Green,

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		Jr. (Green, Morris) (Filed on 1/21/2021) (Entered: 01/21/2021)
01/21/2021	<u>142</u>	ORDER GRANTING <u>141</u> Second MOTION for Extension of Time to File Response/Reply. Motion Hearing re <u>133</u> MOTION for Summary Judgment or in the alternative Partial Summary Judgment set for 3/11/2021 10:00 AM before Magistrate Judge Thomas S. Hixson. Responses due by 2/4/2021. Replies due by 2/18/2021. Signed by Judge Thomas S. Hixson on 1/21/2021. (cdnS, COURT STAFF) (Filed on 1/21/2021) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 01/21/2021)
02/05/2021	<u>143</u>	Letter from M. Green . (Green, Morris) (Filed on 2/5/2021) (Entered: 02/05/2021)
02/05/2021	<u>144</u>	ORDER re <u>143</u> Letter filed by Morris Green, Jr. Deadlines and hearing re <u>133</u> MOTION for Summary Judgment or in the alternative Partial Summary Judgment continued as follows. Opposition due by 2/11/2021. Reply due by 2/25/2021. Motion Hearing set for 3/18/2021 10:00 AM before Magistrate Judge Thomas S. Hixson. Signed by Judge Thomas S. Hixson on 2/5/2021. (cdnS, COURT STAFF) (Filed on 2/5/2021) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 02/05/2021)
02/11/2021	<u>145</u>	OPPOSITION/RESPONSE (re <u>133</u> MOTION for Summary Judgment or in the alternative Partial Summary Judgment) filed by Morris Green, Jr. (Attachments: # <u>1</u> Supplement Statement of Material Facts, # <u>2</u> Supplement Request for Judicial Notice (RFJN), # <u>3</u> Declaration Declaration ISO Plaintiff, # <u>4</u> Declaration Declaration ISO Plaintiff, # <u>5</u> Declaration Declaration ISO Plaintiff, # <u>6</u> Declaration Declaration ISO Plaintiff, # <u>7</u> Declaration Declaration ISO Plaintiff)(Green, Morris) (Filed on 2/11/2021) (Entered: 02/11/2021)
02/12/2021	<u>146</u>	ORDER STRIKING <u>145</u> OPPOSITION/RESPONSE; ORDER Continuing Hearing on Motion <u>133</u> MOTION for Summary Judgment. Motion Hearing set for 4/8/2021 10:00 AM before Magistrate Judge Thomas S. Hixson. Revised Opposition due by 2/25/2021. Reply due by 3/18/2021. Signed by Judge Thomas S. Hixson on 2/12/2021. (cdnS, COURT STAFF) (Filed on 2/12/2021) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 02/12/2021)
02/25/2021	<u>147</u>	REPLY (re <u>133</u> MOTION for Summary Judgment or in the alternative Partial Summary Judgment) filed by Morris Green, Jr. (Attachments: # <u>1</u> Supplement, # <u>2</u> Declaration, # <u>3</u> Declaration, # <u>4</u> Declaration, # <u>5</u> Declaration, # <u>6</u> Declaration, # <u>7</u> Supplement)(Green, Morris) (Filed on 2/25/2021) (Entered: 02/25/2021)
02/26/2021	<u>148</u>	ORDER VACATING PRETRIAL AND TRIAL DEADLINE PENDING RESOLUTION OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT. Signed by Judge Thomas S. Hixson on 2/26/2021. (cdnS, COURT STAFF) (Filed on 2/26/2021) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 02/26/2021)
03/01/2021	<u>149</u>	MOTION to Continue Summary Judgment Reply Brief Submission Date filed by City and County of San Francisco. (Rapoport, Erik) (Filed on 3/1/2021) Modified on 3/2/2021 (gbaS, COURT STAFF). (Entered: 03/01/2021)

03/01/2021	<u>150</u>	ORDER GRANTING <u>149</u> MOTION to Continue filed by City and County of San Francisco. Green shall efile the referenced exhibits by March 11, the City shall file its reply by April 1, and the hearing re <u>133</u> MOTION for Summary Judgment is continued to 4/22/2021 10:00 AM. Signed by Judge Thomas S. Hixson on 3/1/2021. (cdnS, COURT STAFF) (Filed on 3/1/2021) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 03/01/2021)
03/01/2021		Set Deadlines/Hearings: (cdnS, COURT STAFF) (Filed on 3/1/2021) (Entered: 03/01/2021)
03/11/2021	<u>151</u>	REPLY (re <u>133</u> MOTION for Summary Judgment or in the alternative Partial Summary Judgment) filed by Morris Green, Jr. (Attachments: # <u>1</u> Supplement Statement of Material Facts, # <u>2</u> Supplement RFJN and Letter Brief, # <u>3</u> Exhibit, # <u>4</u> Exhibit)(Green, Morris) (Filed on 3/11/2021) (Entered: 03/11/2021)
03/11/2021	<u>152</u>	Notice of Instructions for RFJN Exhibits in support of Plaintiff's Opposition to Defendant's Motion for Summary Judgment to Dismiss Plaintiff's Lawsuit (re <u>133</u> MOTION for Summary Judgment or in the alternative Partial Summary Judgment) filed by Morris Green, Jr. (Attachments: # <u>1</u> Exhibit Exhibit A)(Green, Morris) (Filed on 3/11/2021) Modified on 3/12/2021 (gbaS, COURT STAFF). (Entered: 03/11/2021)
03/12/2021	<u>153</u>	Notice of Instructions for Request for Judicial Notice Exhibits in support of Opposition to (re <u>133</u> MOTION for Summary Judgment or in the alternative Partial Summary Judgment) filed by Morris Green, Jr. (Attachments: # <u>1</u> Exhibit Exhibit B)(Green, Morris) (Filed on 3/12/2021) Modified on 3/16/2021 (gbaS, COURT STAFF). (Entered: 03/12/2021)
03/12/2021	<u>154</u>	EXHIBIT C filed by Morris Green, Jr. (Attachments: # <u>1</u> Exhibit C)(Green, Morris) (Filed on 3/12/2021) Modified on 3/16/2021 (gbaS, COURT STAFF). (Entered: 03/12/2021)
03/12/2021	<u>155</u>	EXHIBIT E re <u>153</u> Reply to Opposition/Response, <u>151</u> Reply to Opposition/Response, <u>154</u> Exhibits, <u>152</u> Reply to Opposition/Response filed by Morris Green, Jr. (Attachments: # <u>1</u> Exhibit E)(Related document(s) <u>153</u> , <u>151</u> , <u>154</u> , <u>152</u>) (Green, Morris) (Filed on 3/12/2021) Modified on 3/16/2021 (gbaS, COURT STAFF). (Entered: 03/12/2021)
03/12/2021	<u>156</u>	EXHIBIT G re <u>153</u> Reply to Opposition/Response, <u>151</u> Reply to Opposition/Response, <u>154</u> Exhibits, <u>155</u> Exhibits, <u>152</u> Reply to Opposition/Response filed by Morris Green, Jr. (Attachments: # <u>1</u> Exhibit G)(Related document(s) <u>153</u> , <u>151</u> , <u>154</u> , <u>155</u> , <u>152</u>) (Green, Morris) (Filed on 3/12/2021) Modified on 3/16/2021 (gbaS, COURT STAFF). (Entered: 03/12/2021)
03/12/2021	<u>157</u>	EXHIBITS D & F re <u>153</u> Reply to Opposition/Response, <u>151</u> Reply to Opposition/Response, <u>154</u> Exhibits, <u>155</u> Exhibits, <u>156</u> Exhibits, <u>152</u> Reply to Opposition/Response filed by Morris Green, Jr. (Attachments: # <u>1</u> Exhibit D, # <u>2</u> Exhibit F)(Related document(s) <u>153</u> , <u>151</u> , <u>154</u> , <u>155</u> , <u>156</u> , <u>152</u>) (Green, Morris) (Filed on 3/12/2021) Modified on 3/16/2021 (gbaS, COURT STAFF). (Entered: 03/12/2021)
03/25/2021	<u>158</u>	MOTION for Extension of Time to File Response/Reply <i>LOCAL RULE 6-3 MOTION FOR ORDER CHANGING DEFENDANTS SUMMARY JUDGMENT REPLY BRIEF DEADLINE TO MAY 6, 2021</i> filed by City and County of San Francisco. (Attachments: # <u>1</u> Declaration DECLARATION OF KATHARINE HOBIN PORTER IN SUPPORT OF APPLICATION FOR ORDER CHANGING DEFENDANTS SUMMARY JUDGMENT REPLY BRIEF DEADLINE, # <u>2</u> Proposed Order [PROPOSED] ORDER GRANTING DEFENDANT CITY AND COUNTY OF SAN FRANCISCOS MOTION FOR ORDER

		CHANGING DEFENDANTS SUMMARY JUDGMENT REPLY BRIEF DEADLINE TO MAY 6, 2021)(Rogoyski, Robert) (Filed on 3/25/2021) (Entered: 03/25/2021)
03/26/2021	<u>159</u>	REPLY (re <u>158</u> MOTION for Extension of Time to File Response/Reply <i>LOCAL RULE 6-3 MOTION FOR ORDER CHANGING DEFENDANTS SUMMARY JUDGMENT REPLY BRIEF DEADLINE TO MAY 6, 2021</i>) <i>Plaintiff's Motion and Declaration in Response to Defendant's Declaration and Motion for Changing their Summary Judgment Reply Deadline</i> filed by Morris Green, Jr. (Green, Morris) (Filed on 3/26/2021) (Entered: 03/26/2021)
03/29/2021	<u>160</u>	ORDER GRANTING <u>158</u> MOTION for Extension of Time to File Response/Reply. Hearing re <u>133</u> MOTION for Summary Judgment continued to 5/27/2021 10:00 AM before Magistrate Judge Thomas S. Hixson. Reply due by 5/6/2021. Signed by Judge Thomas S. Hixson on 3/29/2021. (cdnS, COURT STAFF) (Filed on 3/29/2021) Any non-CM/ECF Participants have been served by First Class Mail to the addresses of record listed on the Notice of Electronic Filing (NEF) (Entered: 03/29/2021)

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PACER Login:	sl0211:2636019:0	Client Code:	
Description:	Docket Report	Search Criteria:	3:17-cv-00607-TSH
Billable Pages:	15	Cost:	1.50



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-0243
(510) 238-3721
CA Relay Service 711
www.oaklandca.gov/RAP

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.

I served a copy of: Oak9 Property Owner, LP's Reply to Tenant-Appellant Morris Green, Jr.
Appeal of Order Re Settlement, dated October 5, 2020
(insert name of document served)
 And Additional Documents

and (write number of attached pages) _____ attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	Jackie Zaneri, representative for Morris Green, Jr.
Address	ACCE Institute, 2501 International Blvd., Suite D
City, State, Zip	Oakland, CA 94601

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 03/30/2021(insert date served).

Catherine Montoya

PRINT YOUR NAME


SIGNATURE

March 30, 2021
DATE