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2012 MAR 21 PM 3:56  
 CLERK U.S. DISTRICT COURT  
 CENTRAL DIST. OF CALIF.  
 LOS ANGELES

BY \_\_\_\_\_

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## UNITED STATES DISTRICT COURT

## FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARCO A. GALINDO and EMMA )  
 GULLETTE, on behalf of )  
 themselves and all others similarly )  
 situated, )

Plaintiffs, )

v. )

HOUSING AUTHORITY OF THE )  
 CITY OF LOS ANGELES, a public )  
 agency; DOUGLAS GUTHRIE, )  
 President and Chief Executive Officer )  
 of the Housing Authority of the )  
 City of Los Angeles; and DOES 1-10, )  
 inclusive, )

Defendants. )

Case No. **CV12-2449** - RSWL  
 (JCGx)

CLASS ACTION  
 COMPLAINT FOR  
 DECLARATORY AND  
 INJUNCTIVE RELIEF, DAMAGES,  
 AND SPECIFIC PERFORMANCE  
 OF CONTRACT

Demand for a Jury Trial

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## INTRODUCTION

1           2. Families living in the public housing units owned by the Housing  
2 Authority of the City of Los Angeles (“HACLA”) are among the poorest in the city.  
3 Every month, these families must make difficult choices on how to spend their  
4 minimal incomes on rent, medicine, food, transportation, or the other life necessities.

5           2. Recognizing the unforgiving realities of living in poverty in the United  
6 States, Congress enacted legislation in 1969 to ensure that households in public  
7 housing pay no more than a certain percentage of their income toward shelter costs.  
8 This principle is deeply embedded in federal housing law. When acting as landlords  
9 for public housing, housing authorities, such as HACLA, cannot require resident  
10 households to pay more than a federal statutory ceiling on rent. For the vast majority  
11 of tenants, this maximum is set at 30% of their monthly income. 42 U.S.C.  
12 § 1437a(a)(1); *see also* 24 C.F.R. § 5.603 and §§ 965.501 *et seq.* This statutory  
13 ceiling on shelter costs includes reasonable utility expenses. *Id.*; *see also* 24 C.F.R. §  
14 960.253(c)(3).  
15

16           3. Trash collection is a necessary utility for public housing residents. The  
17 lease that HACLA signs with public housing tenants states that the housing authority  
18 provides for “rubbish removal.” Yet, for years HACLA has required residents of  
19 public housing to pay fees for trash collection directly to the City of Los Angeles  
20 (“City”), in addition to the rents HACLA charges. At present, the City charges  
21 \$24.33 per month for trash collection for households in multifamily buildings and  
22 \$36.32 for single family dwellings. Some public housing tenants are eligible for and  
23 receive a low-income senior or disabled discount and therefore pay \$17.03 per month.

24           4. By requiring tenants to pay trash fees directly to the City, in excess of  
25 the statutory ceiling on rent, and thus overcharging its tenants for shelter costs,  
26 HACLA has violated 42 U.S.C. §1437a(a) and the accompanying regulations found  
27 at 24 C.F.R. §§965.501 *et seq.* Further, HACLA has not complied with the terms of  
28 its lease with all public housing tenants.

## JURISDICTION

7. Plaintiffs' claim for breach of contract concern the same actions and omissions that form the basis of Plaintiffs' claims under federal law such that they all are part of the same case or controversy. This Court therefore has supplemental jurisdiction over the nonfederal claim pursuant to 28 U.S.C. § 1367.

## VENUE

## PARTIES

1           10. Plaintiff Emma Gullette is 69 years old and is disabled. For many years,  
 2 she has resided in Pueblo Del Rio, a public housing complex operated by HACLA  
 3 and located in south Los Angeles. While a resident of Pueblo Del Rio, Ms. Gullette  
 4 has been required to pay trash collection fees in addition to the statutory ceiling on  
 5 her rent.

6           11. Defendant Housing Authority of the City of Los Angeles is a public  
 7 housing authority established in accordance with 42 U.S.C. § 1437(b) and is a duly  
 8 organized and recognized public body under the laws of the State of California.  
 9 Health & Safety Code §§ 34201(a), 34240. State law provides that a local housing  
 10 authority shall not transact any business or exercise its powers, unless a county or city  
 11 government declares the need for such a housing authority, and that any action by the  
 12 authority is conclusively deemed to have been established and authorized by a  
 13 resolution of the county or city. Health & Safety Code §§ 34240, 34244.

14           12. Defendant Douglas Guthrie is the President and Chief Executive Officer  
 15 of HACLA and is sued only in his official capacity. It is Defendant Guthrie's duty to  
 16 oversee the operation of HACLA and to implement and execute policies and  
 17 procedures implementing federal statutes and regulations with regard to the public  
 18 housing program.

19           13. Plaintiffs are ignorant of the true names and capacities of Defendants  
 20 sued herein as DOES 1 through 10 inclusive, and therefore sue these Defendants by  
 21 such fictitious names. DOES 1 through 5 are agencies or entities responsible for or  
 22 engaged in the unlawful practices and policies alleged herein. DOES 6 through 10 are  
 23 present or former employees of HACLA or the CITY responsible for or engaged in  
 24 the unlawful practices and policies alleged herein. Plaintiffs will seek leave to amend  
 25 this complaint to allege their true names and capacities when ascertained.

#### 26           **CLASS ACTION ALLEGATIONS**

27           14. This action can be maintained as a class action pursuant to Rule 23(a)  
 28 and 23(b)(2) and (3) of the Federal Rules of Civil Procedure. For all claims for relief,

1 Plaintiffs bring this action on behalf of a class consisting of all persons who 1) have  
2 resided in HACLA-owned public housing and/or will reside in HACLA-owned  
3 public housing, and 2) have been required or will be required to pay for trash  
4 collection fees while living in public housing.

5 15. The class is so numerous that joinder of all its members is impracticable.  
6 Plaintiffs are informed and believe and therefore allege that there are more than 6500  
7 occupied HACLA- owned public housing units at the present time.

8 16. Common questions of fact and law predominate over questions affecting  
9 individual class members. Questions of law and fact common to class include: a)  
10 whether HACLA has violated 42 U.S.C. §1437a by requiring tenants to pay for trash  
11 collection fees, thereby increasing their payment for shelter costs above federal  
12 statutory ceilings, and b) whether HACLA has breached its lease provision to provide  
13 for trash collection for households residing in its public housing units.

14 17. The claims of named Plaintiffs are typical of the claims of the class. The  
15 claims arise from the same unlawful practices of Defendants.

16 18. Plaintiffs will fairly and adequately protect the interests of the class as a  
17 whole. Plaintiffs do not have any interests antagonistic to those of other members of  
18 the class and know of no conflict among class members. By filing this action,  
19 Plaintiffs have displayed an interest in vindicating their rights, as well as the claims  
20 of others who are similarly situated. Plaintiffs are represented by experienced  
21 counsel who will fairly and adequately represent the interests of the class.

22 19. A class action is appropriate in this case for one or more of the following  
23 reasons:

24 a. Defendants have acted on grounds generally applicable to the  
25 class, making appropriate injunctive or declaratory relief with respect to the class as a  
26 whole.

27 b. Questions of law and fact common to the members of the class  
28 predominate over any questions affecting only individual members, and a class action



1 is superior to other available methods for the fair and efficient adjudication of the  
2 controversy.

### 3 LEGAL FRAMEWORK

4 20. The U.S. Housing Act requires that shelter costs for tenants in public  
5 housing be no more than: “(A) 30 per centum of the family’s monthly adjusted  
6 income; (B) 10 per centum of the family’s monthly income; or (C) if the family is  
7 receiving payments for welfare assistance from a public agency and a part of such  
8 payments, adjusted in accordance with the family’s actual housing costs, is  
9 specifically designated by such agency to meet the family’s housing costs, the portion  
10 of such payments which is so designated.” 42 U.S.C. §1437a(a)(1). A tenant may  
11 also choose to pay a flat rent set by the housing authority, in which case the flat rent  
12 must include reasonable costs for utilities. *Id.* at (a)(2)(B); 24 C.F.R. § 960.253.  
13 Further, a housing authority may impose a minimum rent of no more than \$50 per  
14 month that must also include reasonable costs for utilities. 42 U.S.C. § 1437a (a)(3).

15 21. The federal statutory ceiling on rent includes costs for utilities. 24 C.F.R.  
16 § 960.253; *see also Wright v. Roanoke Redevelopment Auth.*, 479 U.S. 418, 420  
17 (1987), *Dorsey v. Hous. Auth. of Baltimore City*, 984 F.2d 622, 624-25 (4th Cir.  
18 1993).

19 22. A housing authority must enter into an Annual Contributions Contract  
20 (“ACC”) with the United States Department of Housing and Urban Development  
21 (“HUD”) to receive annual contributions to subsidize the cost of operating and  
22 managing public housing. 42 U.S.C. § 1437c. The ACC states in pertinent part:

23 a. “Section 5 – Covenant to Develop and Operate: The HA  
24 [Housing Authority] shall develop and operate all projects covered by this ACC in  
25 compliance with all the provisions of this ACC and all applicable statutes, executive  
26 orders, and regulations issued by HUD, as they shall be amended from time to time,  
27 including but not limited to those regulations promulgated by HUD at Title 24 of the  
28 Code of Federal Regulations, which are hereby incorporated into this ACC by

reference as if fully set forth herein, and as such regulations shall be amended from time to time. The HA shall also ensure compliance with such requirements by any contractor or subcontractor engaged in the development or operation of a project covered under this ACC.” *See also* 42 U.S.C. §§ 1437c and g.

23. A public housing authority’s lease with public housing tenants must state what utilities, services and equipment are supplied by the public housing authority without additional cost to the tenant, and what utilities and appliances are to be paid for by the tenant. 24 C.F.R. § 966.4(iv).

24. Plaintiffs are informed and believe and therefore allege that HACLA has entered and, on an ongoing basis, continues to enter into a public housing lease with each tenant household. A true copy of the public housing lease is attached hereto, marked as Exhibit A and incorporated by reference. The public housing lease states in pertinent part: “A. UTILITIES PROVIDED - Management shall not provide any utilities or other services to the Residence except water, sewer, rubbish removal, and those additional services set forth in the Rental Summary.”

25. A public housing authority may directly provide certain utilities, as HACLA’s lease states it will do for trash collection. However, if a public housing tenant household is directly responsible for the payment of a utility service, such as electricity, sewer or trash service, then HUD requires the housing authority to provide a reasonable utility allowance that is credited against the tenant’s federal statutory maximum contribution, thus reducing the tenant payment to the housing authority. 24 C.F.R. § 965.501 *et seq.*

### **FACTUAL ALLEGATIONS**

26. Marco A. Galindo has resided in HACLA owned public housing for more than 15 years. He currently resides alone. Mr. Galindo is disabled and receives a fixed income of approximately \$870 per month. After calculating Mr. Galindo’s adjusted income and applying utility allowances for gas and electricity, HACLA currently charges him \$220.00 per month for rent. This amount combined with the



1 utility allowance should have totaled 30% of his adjusted income, the maximum  
2 amount that HACLA can charge him for rent and utilities. However, at all times  
3 material herein, Mr. Galindo has been and continues to be required to pay charges  
4 every month for trash collection to the City. As a result, Mr. Galindo has been  
5 charged more than 30% of his adjusted income for shelter costs. Until March 2012,  
6 the charges were not accounted for in his rent statement.

7 27. Emma Gullette has resided in HACLA owned public housing for many  
8 years. She currently resides with her daughter and three grandchildren. Ms. Gullette  
9 is disabled and receives a fixed income of approximately \$860 per month. Her  
10 daughter and grandchildren receive approximately \$520 each month in CalWORKS  
11 benefits. After calculating Ms. Gullette's adjusted household income, HACLA  
12 currently charges her \$319.00 per month for rent. This amount combined with the  
13 utility allowance should have totaled 30% of her adjusted household income, the  
14 maximum amount that HACLA can charge her household for rent and utilities.  
15 However, at all times material herein, Ms. Gullette has been and continues to be  
16 required to pay charges every month for trash collection to the City. As a result, Ms.  
17 Gullette has been charged more than 30% of her adjusted household income for  
18 shelter costs.

19 28. Plaintiffs are informed and believe and therefore allege that HACLA  
20 owns and operates more than 6500 public housing units that are subsidized by HUD  
21 and subject to federal statutes and regulations, including 42 U.S.C. §1437a and its  
22 implementing regulations.

23 29. Pursuant to 42 U.S.C. § 1437c, HACLA has entered into an ACC with  
24 the HUD. The ACC has been in full force and effect at all relevant times. In  
25 consideration for HUD's annual contributions to subsidize the cost of operating and  
26 managing low-income public housing in the City of Los Angeles, HACLA must  
27 abide by applicable statutes and regulations. *See* 42 U.S.C. §§ 1437c and g.  
28

1           30. Plaintiffs are informed and believe and therefore allege that HACLA has  
2 entered into a public housing lease with each tenant household, and continues to do  
3 so with new tenants on an ongoing basis. The public housing lease includes trash  
4 collection as a HACLA-provided utility.

5           31. Trash collection is a necessary utility that is required for maintaining a  
6 safe, sanitary and healthful living environment.

7           32. At all times material herein, tenants residing in HACLA-owned public  
8 housing have been required to pay trash collection fees to the City. However,  
9 Plaintiffs are informed and believe and therefore allege that it was not until  
10 approximately Spring 2011 that the City began identifying trash fees as a separate  
11 charge on the utility bills that were sent to tenants residing in HACLA-owned public  
12 housing.

13           33. On October 21, 2011, the Legal Aid Foundation of Los Angeles  
14 ("LAFLA") sent a letter to HACLA, notifying HACLA that, pursuant to its lease  
15 agreement, it was required to make the trash fee payment directly to the City and  
16 relieve the residents of this responsibility. LAFLA further notified HACLA that even  
17 if no lease provision providing for trash removal existed, at the very least, trash  
18 collection fees should properly be included in the utility allowance provided to  
19 tenants and HACLA had failed to do so. Finally, LAFLA notified HACLA that relief  
20 should be retroactive.

21           34. On December 1, 2011, HACLA issued a public notice stating that it  
22 intended to increase the utility allowance provided to residents by \$24.33 to cover the  
23 cost of the trash collection fees beginning February 1, 2012.

24           35. On December 6, 2011, HACLA sent a written email response to LAFLA  
25 that it refused to provide any retroactive reimbursement for trash collection fees.

26           36. On December 29, 2011, in response to HACLA's request for public  
27 comments, LAFLA sent a letter to HACLA again requesting that the housing  
28 authority take over trash collection fee payments in accordance with tenant leases and

1 that it retroactively reimburse tenants for the trash fees. Since receiving this letter,  
2 HACLA has not taken over payments for trash fee collection nor has it agreed to  
3 retroactively reimburse tenants.

4 37. On his March rent statement, Mr. Galindo received a credit for the trash  
5 collection fee for February and March 2012. It is unclear from Ms. Gullette's rent  
6 statements whether she has received such a credit. Plaintiffs are informed and believe  
7 and therefore allege some HACLA households received a credit on their February  
8 2012 rent statement, but the overwhelming majority of tenants did not.

9 38. Plaintiffs are informed and believe and therefore allege that in late  
10 February 2012, HACLA issued a notice that it would not increase the utility  
11 allowance for trash collection fees for any household for whom an expired eviction  
12 notice existed and against whom legal action might be filed; any household that had  
13 any discrepancy in their last public housing review; and any household paying a  
14 "flat" rent.

15 39. On February 14, 2012, Mr. Galindo sent a letter to HACLA on behalf of  
16 himself and a class of similarly situated persons demanding that HACLA pay the  
17 trash collection fees directly to the City in accordance with its lease agreements.

18 40. As of the date of this filing, HACLA has not taken over the direct  
19 payment of trash collection fees.

20 41. Injunctive relief is necessary to prevent defendants from continuing to  
21 engage in the unlawful practices as alleged herein. Defendants and persons acting in  
22 concert therewith, have done, are now doing, and will continue to do or cause to be  
23 done, the above-described illegal acts unless restrained or enjoined by this Court.  
24 Unless the relief prayed for below is granted, a multiplicity of actions will result.  
25 Plaintiffs have no plain, speedy, or adequate remedy at law, in that pecuniary  
26 compensation alone would not afford adequate and complete relief for class  
27 members. Unless Defendants are restrained from committing further illegal acts,  
28

1 their above-described acts will cause great and irreparable damage to Plaintiffs and  
 2 others similarly situated.

3 42. An actual controversy exists between Plaintiffs and Defendants  
 4 concerning their rights, privileges, and obligations in that Plaintiffs contend that  
 5 Defendants' above-mentioned actions have violated and will continue to violate their  
 6 rights under federal and state law and Defendants contend in all respects to the  
 7 contrary.

### 8 **FILING OF THE GOVERNMENT CODE CLAIM**

9 43. On or about February 7, 2012, Plaintiffs presented a claim to Defendant  
 10 HACLA for the injuries, losses and damages and incurred by them and a class of  
 11 similarly situated persons by reason of the above-mentioned actions, all in  
 12 compliance with the requirements of Government Code §905. In presenting such a  
 13 claim, Plaintiffs erred on the side of caution regarding whether, and do not concede  
 14 that, the Government Code applies to their state law claims for monetary damages. A  
 15 true copy of this claim is attached hereto, marked as Exhibit B, and incorporated by  
 16 reference. In a written response received on March 7, 2012, HACLA has denied this  
 17 claim in its entirety. A true copy of HACLA'S response is attached hereto, marked  
 18 as Exhibit C, and incorporated by reference.

### 19 **FIRST CAUSE OF ACTION**

#### 20 **42 U.S.C. § 1983 Against all Defendants**

21 44. Plaintiffs reallege and incorporate by reference each and every allegation  
 22 contained in the above paragraphs.

23 45. Contrary to 42 U.S.C. §1983, Defendants, acting under color of state  
 24 law, have violated and continue to violate the rights of Plaintiffs and the class they  
 25 represent by committing the acts and omissions set forth above in violation of rights  
 26 secured by federal statute, specifically violations of the U.S. Housing Act and its  
 27 implementing regulations.  
 28

1           46. As a result of Defendants' actions, Plaintiffs and the class they represent  
2 are entitled to declaratory and injunctive relief to enforce the U.S. Housing Act.

3           47. As a result of Defendants' actions, Plaintiffs and the class they represent  
4 are entitled to compensatory damages from HACLA for all the months when they  
5 have been required to pay the trash collection fees to the City.

6                           **SECOND CAUSE OF ACTION**

7           **United States Housing Act (42 U.S.C. § 1437a) Against all Defendants**

8           48. Plaintiffs reallege and incorporate herein by reference each and every  
9 allegation contained in the above paragraphs.

10          49. Defendants violated 42 U.S.C. §1437a, the supporting federal  
11 regulations, and the rights of public housing tenants under those laws, and have  
12 continued such violations, by charging tenants in excess of federal statutory ceiling  
13 for shelter costs by requiring them to pay trash collection fees.

14          50. As a result of Defendants' actions, Plaintiffs and the class they represent  
15 are entitled to declaratory and injunctive relief to enforce the U.S. Housing Act.

16          51. As a result of Defendants' actions, Plaintiffs and the class they represent  
17 are entitled to compensatory damages from HACLA for all the months when they  
18 have been required to pay the trash collection fees to the City.

19                           **THIRD CAUSE OF ACTION**

20           **Breach of Contract by Defendant HACLA**

21          52. Plaintiffs reallege and incorporate by reference each and every allegation  
22 contained in the above paragraphs.

23          53. Defendant HACLA has entered into a public housing lease agreement  
24 with each of its tenant households that has been in full force and effect at all relevant  
25 times. The lease agreement states that Defendant HACLA is responsible for trash  
26 removal.

27          54. Defendant HACLA breached its duties under the lease agreement with  
28 each of its tenant households by failing to directly pay for trash collection.

55. Plaintiffs' remedy at law for this breach of Defendant HACLA's duties under the lease agreement will be inadequate to protect the rights of Plaintiffs and the class they represent. Therefore, Plaintiffs are entitled to specific performance of contract.

56. As a result of Defendant's actions, Plaintiffs and the class they represent are entitled to compensatory damages from Defendant HACLA for all the months when they have been required to pay trash collection fees to the City.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that this Court:

1. Assume jurisdiction of this case.
2. Certify the class.
3. Grant declaratory relief that the Defendants' pattern, practice and policy of requiring public housing tenants to pay trash collection fees and therefore increasing shelter costs above the federal statutory ceiling violates the U.S. Housing Act, 42 U.S.C. § 1437a, the supporting federal regulations, and Defendant HACLA's lease with Plaintiffs and members of the class.
4. Enter a preliminary and permanent injunction directing Defendants to cease its pattern, practice, and policy of holding public housing tenants responsible for trash collection fees and thereby increasing the cost of shelter above the federal statutory ceiling, in violation the U.S. Housing Act, 42 U.S.C. § 1437a, the supporting federal regulations, and Defendant HACLA's lease with Plaintiffs and members of the class.
5. Order specific performance of Defendant HACLA's lease with Plaintiffs and members of the class.
6. Award compensatory damages and/or refund of the overcharges plus prejudgment interest in an amount to be proven.
7. Award Plaintiffs their costs of suit and attorneys' fees.



1           8.     Grant Plaintiffs and the plaintiff class such other relief as may be just  
2 and proper.

3                                 **DEMAND FOR JURY TRIAL**

4           Plaintiffs, on behalf of themselves individually and on behalf of the class,  
5 demand a jury trial.

6     Dated: March 20, 2012

7  
8                                 Respectfully submitted,

9                                 WESTERN CENTER ON LAW AND POVERTY  
10                                ARNOLD & PORTER LLP  
11                                LOS ANGELES CENTER FOR LAW & JUSTICE  
12                                THE NATIONAL HOUSING LAW PROJECT

13                               By: Navneet Grewal  
14                                Navneet Grewal  
15                                Attorneys for Plaintiffs  
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**THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES  
PUBLIC HOUSING RENTAL AGREEMENT**

This rental agreement (the "Agreement") is entered into by and between the Housing Authority of the City of Los Angeles ("Management") and the individual or individuals identified as residents (singularly or collectively, "Resident") for the rental of that certain residence ("Residence"), where both the Resident and the Residence are identified in the rental summary (the "Rental Summary") of this Agreement.

**I. RENTAL AND OCCUPANCY OF RESIDENCE**

**A. RESIDENCE** - Management agrees to rent to the Resident the Residence that is located within the housing development ("Housing Development") identified in the Rental Summary.

**B. HOUSEHOLD MEMBERS AND AUTHORIZED OCCUPANTS** - No one other than the Resident and their household members ("Household Members"), as identified in the Rental Summary, shall reside in the Residence.

**C. CHANGES IN HOUSEHOLD MEMBERS** - Any deletions of Household Members shall be reported in writing to Management within thirty (30) days of any Household Member ceasing to reside in the Residence. Except for newborns born to the Resident or a Household Member, any additions of Household Members must be approved in advance, and in writing, by Management before any such individual or individuals may occupy the Residence.

**D. USE OF RESIDENCE** - The Resident shall have the right to the exclusive use and occupancy of the Residence as a private dwelling. The Residence shall be used only for residential purposes. The Residence shall be the sole and exclusive dwelling unit of the Resident and any and all Household Members (no Resident or Household Member may maintain another residence while this Agreement is in force). The Resident shall not, in whole or in part, assign this Agreement, or sublet or transfer possession of any part or all of the Residence. The Resident shall not give accommodations to paid boarders or lodgers. Residents may provide reasonable accommodations for their guests and visitors, but shall promptly obtain Management's written approval for the presence of any such person who occupies the residence for more than fourteen (14) days during any 12-month period. The Resident shall notify Management in advance when the Resident will be absent from the Residence for more than seven (7) consecutive days. The Resident shall give prompt prior written notice to Management in the event the Resident will be absent from the Unit for more than 30 calendar days. Such notice shall include information regarding the expected duration of the absence and where the Resident may be contacted in the event of an emergency.

**E. APPLIANCES** - Management shall provide those appliances listed in the Rental Summary in good working order and maintain same in good working order during the tenancy.



## **II. SECURITY DEPOSITS AND PAYMENTS OF RENT DUE UNDER THIS AGREEMENT**

**A. SECURITY DEPOSITS** - At the time the Resident signs this Agreement, the Resident will give Management the security deposit set forth in the Rental Summary. Management may, but shall not be required to, pay interest on the security deposit. The security deposit shall not be decreased at any time during the tenancy. If the rent increases during the tenancy, Management shall have the right at any time, upon 30 days written notice, to increase the security deposit to an amount equal to one month's rent.

After this Agreement is terminated, Management has the right to apply such amounts from the security deposit as are reasonably necessary to remedy damages suffered or cost incurred by Management due to any of the following: Resident's non-payment of rent or any other charges; damage to the Residence or the Housing Development which exceeds normal wear and tear and which is caused by the Resident, Household Members, or their guests or visitors; and Management's costs and expenses incurred cleaning the Residence after Resident vacates.

Within three (3) weeks after the Resident vacates the Residence, the refundable amount (if any) of the security deposit will be returned together with a written closing statement which itemizes all costs, charges and expenses debited against the Resident's security deposit. Such statement will be mailed to the Resident's forwarding address. If such costs, charges or expenses or damages exceed the amount of the security deposit, the Resident will immediately pay the difference and shall remain obligated for such excess charges, expenses or damages after any termination of the Agreement. If the Resident vacates the Residence and owes a balance for any of the above reasons, they will not be eligible for re-admission to this or any other housing program administered by Management until the outstanding balance has been paid in full.

**B. RENT AND RENT DUE DATE** - The Resident shall pay Management the monthly rent ("Rent") set forth in the Rental Summary and as adjusted in accordance with HUD regulations and Subsection E hereof. Rent shall be paid on or before the first (1<sup>st</sup>) day of each calendar month beginning with the rent commencement Date ("Rent Commencement Date") that is set forth in the Rental Summary.

**C. PRORATED RENT** - The prorated rent payment ("Prorated Rent") for the prorated period ("Prorated Period"), both set forth in the Rental Summary, shall be due and payable at the time this Agreement is executed.

**D. DELINQUENT RENT** - Should the Resident fail to pay rent by the first (1st) of the month when due, a notice to pay rent or quit will be served. Rent is delinquent if received by Management after the due date.

**E. LATE CHARGE** - Should the Resident fail to pay rent timely, such that the full amount of rent has not been received by Management before the tenth (10<sup>th</sup>) of the month, in which said rent became due, the Resident shall be charged a \$20 late fee. Payment of the late fee shall be due on the first of the following month. Any notice to the Resident that a late charge has been assessed shall not waive, or otherwise affect, any lease termination notice or lawsuit. Tender of late fees after the expiration of a lease termination notice shall not waive said notice or the right to commence an eviction action based on the notice.

**F. REDETERMINATION OF RENT AND OCCUPANCY -**

**1. REGULAR REVIEW-**

As required by federal law, or more frequently as reasonably requested by Management, the Resident shall meet with, and provide, Management with true and complete written verification of the household's income from all sources, household composition, and any other information deemed pertinent by Management in determining the family's eligibility for continued occupancy. Management will review this information and determine whether the Rent should be changed and if the Resident is still eligible to occupy the Residence. This meeting shall be called a "Regular Review."

Any adjustment to the Rent ("Rent Adjustment") required as a result of the Regular Review will be effective thirty (30) days after service on the Resident of a Notice of Rent Adjustment [See Section II(E)(3) hereof]. The Rent, as adjusted with a Regular Review, will remain constant unless there is a "Change in Circumstances" as defined below.

If the Resident or Household Members fail to meet with Management or fail to provide Management with information that Management has requested, the Resident shall be in default of this Agreement. Any misrepresentation or omission of facts or information materially relevant in determining a rent adjustment or eligibility for occupancy of the Residence shall be deemed good cause to terminate this Agreement.

**2. CHANGE IN CIRCUMSTANCES -**

The Resident shall notify Management of any "Change in Circumstances" within thirty (30) days of such change. A "Change in Circumstances" occurs when:

- a) There is an addition or deletion of a Resident or Household Member; or
- b) There is a change in the income of the Resident or a Household Member.

If, upon verification of a Change in Circumstances, Management determines that Resident's Rent does not conform to the approved Occupancy Policy and Schedule of Rents Policy, then an adjustment in the rent ("Rent Adjustment") will be made such that the Rent will then conform.

Any decrease in Rent will be effective on the first day of the calendar month following the month in which either (1) the Change in Circumstances occurred, or (2) the Change in Circumstances was properly reported, whichever event occurred last. Any increase in Rent will be effective on the first day of the second calendar month following the month in which the Change in Circumstances occurred. A Notice of Rent Adjustment shall be delivered pursuant to Section II(E)(3) hereof.

Failure to notify Management of any Change in Circumstances within the thirty (30) days following such change shall be deemed good cause to terminate this Agreement. Any misrepresentation or omission of facts or information materially relevant in determining a Rent Adjustment or eligibility shall be deemed good cause to terminate this Agreement.

If it is determined at any point during the tenancy that the Resident should have been charged more rent than they were, the Resident shall be charged the difference between the Rent and what should have been charged. Such difference in Rent shall be called retrorent ("Retrorent") and become due and payable thirty (30) days after written notice to the Resident. Retrorent shall be deemed Rent.

In addition to collecting Retrorent, Management shall have the right to pursue any additional actions and/or remedies available under the law including terminating this Agreement.

### **3. NOTIFICATION OF CHANGE IN RENT AND RENTAL PAYMENTS**

Management will mail or deliver a "Notice of Rent Adjustment" to Resident in accordance with Section XIV of this Agreement. Payments shall be made in accordance with Section V of this Agreement.

## **III. UTILITY SERVICES**

**A. UTILITIES PROVIDED** - Management shall not provide any utilities or other services to the Residence except water, sewer, rubbish removal, and those additional services set forth in the Rental Summary.

**B. EXCESS UTILITIES CHARGES** - In the event Management provides natural gas or electricity to the Residence, the Resident shall receive a utility allowance towards the cost of such utilities in accordance with the schedule of utilities ("Schedule

of Utilities”) posted in the Management office. The Resident shall pay any charges for the consumption of utilities in excess of the utility allowance, excess utility charges (“Excess Utility Charges”).

**C. UTILITY BILLS AND PAYMENTS** - For any Excess Utility Charges incurred by the Resident, Management shall give the Resident a written statement which sets forth the amount and nature of the charges owed at least thirty (30) days before such charges become due and payable. Payment shall be made in accordance with Section V of this Agreement.

**D. DUTY TO OBTAIN AND MAINTAIN UTILITIES** - Resident shall arrange with local utility companies to provide for any and all required or desired utility services not provided by Management. Resident shall pay directly to the utility company for any utilities obtained and not provided by Management. When not provided by Management, the Resident shall at all time during the tenancy obtain and maintain gas and electrical service to the Residence.

#### **IV. OTHER CHARGES**

**A. OTHER CHARGES** - Resident shall pay for the cost of repairing any damages made to the Residence and the public areas caused by the Resident, Household Members, guests, or other visitors of the Resident. These other charges (“Other Charges”) shall be billed to Resident and will specify the damaged items, corrective action taken, and cost of labor and/or materials to correct the damages. The cost of repairs shall be based upon the schedule of other charges (“Schedule of Other Charges”), which is posted in the Management Office.

**B. BILLINGS AND PAYMENTS** - For any Other Charges incurred by the Resident, Management shall give the Resident a written statement which sets forth the amount and nature of the charges owed at least thirty (30) days before such charges become due and payable. Payment shall be made in accordance with Section V of this Agreement.

#### **V. METHOD OF PAYMENT OF MONETARY OBLIGATIONS**

All payments of Rent and any other monetary sums due under the terms of this Agreement shall be made by certified funds, check or money order. For security reasons, Management shall not accept cash payments. Unless otherwise directed in writing by Management, all payments shall be mailed as directed in the Resident's monthly statement of account. The Resident shall obtain a proof of mailing of any and all payments or bear the risk that such payment will become lost or delayed.

#### **VI. CONFIDENTIALITY OF RECORD**

Confidential records and information obtained by Management shall not be disclosed to third parties except in accordance with law.

## **VII. TRANSFERS**

**A. RIGHT OF TRANSFER** - Any time during the tenancy, Management shall have the right, but is not obligated to, transfer the Resident and their Household Members to another Management owned dwelling designated by Management. Such transfers shall only be made whenever:

- (1) A change in the household composition warrants a transfer in accordance with Management's approved Occupancy Policies and Schedule of Rents;
- (2) The Residence requires repairs, alterations, rehabilitation or modernization which would reasonably require the removal of all occupants from the Residence or when such work cannot be performed within a reasonable amount of time;
- (3) The Residence is needed as a disabled unit and neither the Resident nor any Household Member is disabled;
- (4) The Resident or a member of the Resident's household becomes disabled and the Residence is not reasonably suitable for such use; or
- (5) For other good cause including, but not limited to, program changes; demolition; resident transfer requests because of medical, employment, or transportation needs; social problems; or emergencies.

**B. DURATION OF TRANSFER AND COMPENSATION** - At the sole determination of Management, all transfers may be either on a permanent or temporary basis. Furthermore, except as provided by law all transfers shall be without compensation.

**C. NOTICE OF TRANSFER** - Except in the case of an emergency, the Resident shall be served a written notice of transfer fourteen (14) days before being required to vacate their current Residence and transfer to another. In the case of an emergency, the Resident may be served with a written notice of transfer one (1) day before being required to transfer.

**D. FURTHER ASSURANCES** - At the time of any transfer, the Resident shall sign and deliver to Management all documents necessary to reflect the nature of the transfer and to appropriately amend this Agreement.

## **VIII. CRIMINAL AND DRUG RELATED ACTIVITIES**

In an effort to make Public Housing communities safer from threats of criminal and drug related activities, Management is taking a "zero tolerance" position towards the commission of any of the hereinafter described Criminal or Drug-Related Criminal

activities.

**A. CRIMINAL ACTIVITY** - No Resident, Household Member, guest, or other person under their control shall commit any criminal or illegal act, on or off Housing Authority owned or operated real property, which threatens (1) the health or safety of any Housing Authority resident, (2) the rights of any Housing Authority resident to the peaceful and quiet enjoyment of their residence, (3) the health or safety of any of Management's employees, or (4) the health or safety of any member of the public who is on or near Housing Authority property.

The Resident specifically understands and acknowledges that:

(1) The Resident has an affirmative obligation to ensure that the Resident, a Household Member, guest, or other person under their control commits no such criminal or illegal activity;

(2) The Resident shall be held strictly and vicariously liable for such criminal or illegal acts of a Household Member, guest, or other person under their control; and

(3) That any such criminal or illegal act, regardless of whether there is an arrest or a conviction, shall be deemed "good cause" to terminate this Agreement.

As used throughout this agreement, "other person under their control" shall mean any person other than a Resident, Household Member, or guest who enters the Development at the express or implied invitation of the Resident, a Household Member, or their guest.

**B. CRIMINAL DRUG RELATED ACTIVITY** - No Resident, Household Member, guest, or other person under their control shall engage in any Drug-Related Criminal Activity on or off any Housing Authority owned or operated real property. As used herein, "Drug-Related Criminal Activity" shall mean the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute or use a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

The Resident specifically understands and acknowledges that:

(1) The Resident has an affirmative obligation to ensure that the Resident, a Household Member, or guest, or other person under their control do not commit any Drug-Related Criminal Activity;

(2) The Resident shall be held strictly and vicariously liable for any such Drug-Related Criminal Activity which is committed by a Household Member, guest, or other person under their control; and

(3) That any such Drug-Related Criminal Activity, regardless of whether there



is an arrest or a conviction, shall be deemed "good cause" to terminate this Agreement.

#### **IX. RESIDENT'S OBLIGATIONS**

In addition to obligations stated elsewhere in this Agreement, the Resident agrees to the following:

**A. NUISANCE** - No Resident, Household Member, or guest, or other person under their control shall commit or maintain a nuisance on or about the Residence or Housing Development.

**B. IMPAIRMENT OF THE ENVIRONMENT** - To conduct themselves, and to cause Household Members, guests and other persons who are under their control, to conduct themselves in a manner which will not impair the physical or social environment of the Housing Development.

**C. QUIET ENJOYMENT** - To conduct themselves, and to cause Household Members, guests and other persons under their control, to conduct themselves in a manner that will not disturb the rights of other residents of the Development to the peaceful enjoyment of their residences or the public areas.

**D. INTERFERENCE WITH JOB RESPONSIBILITIES** - No Resident, Household Member, or guest, or other person under the control of a Resident shall interfere with the job responsibilities of authorized vendors, service personnel or representatives of Management.

**E. RESIDENTIAL RULES** - To abide by all the Housing Authority of the City of Los Angeles residential rules ("Residential Rules") established for the benefit and well being of the residents who live in the Housing Development in which the Residence is located. A copy of the Residential Rules are attached hereto and incorporated herein as Exhibit A. A copy of the rules and regulations shall also be posted in Management's office.

**F. HEALTH AND SAFETY** - To comply with all obligations imposed upon Resident by applicable provisions of Federal, State and local building and housing codes that materially affect health and safety; and to keep the Residence and such other areas as may be assigned to the Resident for their exclusive use, in a clean and safe condition.

**G. PETS** - Not to keep, or allow anyone who lives in the Residence to keep, any pets or animals (except small birds and fish). Subject to Management's approval, senior citizens and those with disabilities may be allowed to keep a pet(s) in accordance with Management's pet policy.

**H. NOTICE OF REPAIRS** - To promptly notify Management whenever repairs to their Residence are required.

**I. HOUSEKEEPING STANDARDS** - To maintain the Residence in a clean and sanitary manner in accordance with the Housing Authority of the City of Los Angeles residential housekeeping standards ("Residential Housekeeping Standards") attached hereto and incorporated herein as Exhibit B. A copy of the Residential Housekeeping Standards shall also be posted in the Management office.

**J. EXTERMINATION PROGRAM** - To comply with Management's fumigation program.

**K. RUBBISH REMOVAL** - To dispose of all ashes, garbage, rubbish and other waste from the Residence in a sanitary and safe manner in the receptacles and trash bins provided by Management or owned by Resident.

**L. CARE IN USE OF FACILITIES** - To use only in a reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.

**M. DAMAGE TO RESIDENCE OR HOUSING DEVELOPMENT** - No Resident, Household Member, or guest, or other person under their control shall deface, paint, damage, destroy, tamper with or remove any part of the Residence or Housing Development.

**N. ALTERATIONS** - To make no repairs, alterations or additions of any kind without the prior written consent of Management, including but not limited to, painting, changing locks, or installing security bars, doors or safety devices. Management may withhold such consent at Management's sole discretion.

**O. SIGNS** - Not to display on or about the Residence or Housing Development any signs or advertisements of any kind including, but not limited to, signs for goods or services.

#### **X. MANAGEMENT'S OBLIGATIONS**

Management agrees:

**A. DECENT HOUSING** - To maintain the Residence and the Housing Development in a decent, safe and sanitary condition.

**B. HOUSING CODE COMPLIANCE** - To comply with requirements of building and housing codes and U.S. Department of Housing and Urban Development regulations materially affecting health and safety.

**C. REPAIRS** - To make necessary repairs to the Residence.

**D. CLEAN AND SAFE COMMON AREAS** - To keep Housing Development buildings, facilities and common areas reserved for the exclusive use of the residents in

a clean and safe condition.

**E. MECHANICAL SYSTEMS** - To maintain in good and safe working order electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances, including elevators, supplied or required to be supplied by Management.

**F. TRASH RECEPTACLES** - To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Resident and their household) for the deposit of garbage, rubbish and other waste, which must be removed from the Residence by the Resident.

**G. HEAT AND WATER** - To supply running water, reasonable amounts of hot water and reasonable amounts of heat as required by seasonal weather conditions except where the building that includes the Residence is not required by law to be equipped for such purpose, or where heat or hot water is generated by an installation which is in the exclusive control of Resident and is supplied by a direct utility connection.

**H. NOTICE OF ADVERSE ACTION** - To notify the Resident of the specific grounds for any proposed adverse action by Management. (Such adverse action includes, but is not limited to, a proposed termination of this Agreement, transfer of the Resident to another unit, imposition of charges for maintenance and repair, imposition of excess consumption of utilities, or an assessment of Retrorent.)

**I. HANDICAPPED ACCESS** - To make or provide reasonable accommodations for Residents and Household Members who are, or become, handicapped.

## **XI. HAZARDOUS DEFECTS**

In the event that the Residence is damaged or deteriorated to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Resident shall immediately notify Management in writing of the damage or deterioration. Management shall be responsible for repairing the Residence within a reasonable time, provided the damage or deterioration was not caused by the Resident, a Household Member or guest. If the Resident, a Household Member, or a guest caused the damage or deterioration, the cost of repairs shall be charged to the Resident. When necessary repairs cannot be made within a reasonable time, Management shall offer the Resident Management's standard alternative accommodations, if available. If no alternative accommodations are offered and the Resident, a Household Member, or guest did not cause the damage, the rent shall be abated in proportion to the seriousness of the damage and loss in value of the Residence as a dwelling.

## **XII. INSPECTIONS AND RIGHT OF ENTRY**

### **A. ROUTINE INSPECTIONS**

Upon not less than two days prior written notice, Management may enter the Residence during reasonable working hours for the purpose of performing routine inspections or maintenance, for making improvements or repairs, or to show the Residence to a prospective resident. Such notice shall specify the purpose of the entry. (A request by the Resident for routine maintenance or repairs shall be deemed a waiver of the two day notice requirement, providing that such work is performed by Management within twenty-five (25) days of the Resident's request.)

In the event that the Resident and all adult members of the household are absent from the Residence when the entry is made, Management shall leave in the Residence, before leaving, a written statement specifying the date, time and purpose of entry.

Management may at any time and without prior notice enter the Residence when there is a reasonable belief that an emergency exists.

### **B. PRECOMMENCEMENT AND TERMINATION INSPECTIONS**

The Resident and Management shall inspect the Residence before the Commencement Date and execute a joint statement regarding condition of the Residence. Also, on or about the time the tenancy is terminated, a similar inspection shall take place by Management for the purposes of determining what damages to unit exist and what charges will be assessed against the Resident. The Resident shall have the right to be present when Management inspects the Residence upon termination of the tenancy, unless the tenant vacates without notice to Management. The Resident shall give notice to Management of their intent to exercise such right at the time the Resident gives notice to vacate so that the proper arrangements can be made for the termination inspection.

### **C. HOUSEKEEPING INSPECTIONS**

At least once a year, Management shall inspect the Residence for the purpose of ascertaining the condition of the Residence. Such inspection shall be routine.

## **XIII. DEFAULTS, TERMINATIONS AND ABANDONMENTS**

### **A. TERMINATIONS**

This Agreement shall be terminated upon the death of the last surviving Resident to this Agreement, upon a voluntary termination of this Agreement by all Residents, or as otherwise provided by law including, but not limited to, the nonpayment of rent, a serious or repeated violation of a material term of this Agreement, or for other

good cause. It shall be deemed good cause to terminate this Agreement for any Criminal Activity or Drug-Related Criminal Activity as set forth in Sections VIII-A or VIII-B of this Agreement.

## **B. VOLUNTARY TERMINATION NOTICES**

Voluntary termination of this Agreement by the Resident shall be by written thirty (30) day notice to Management. Such notice shall be on a form designated by Management and signed by each Resident, if there be more than one, setting forth the last day of their occupancy. Such notice shall be delivered in person to the Management office of the Housing Development.

## **C. INVOLUNTARY TERMINATION NOTICES**

In terminating this Agreement, Management shall give a written notice of termination ("Notice of Termination") of:

(A). 14 days in the case of failure to pay rent;

(B). A reasonable time considering the seriousness of the situation (but not exceeding 30 days) when the health or safety of other residents or Management's employees is threatened; and

(C). 30 days in any other case.

The Notice of Termination shall state specific grounds for termination, and shall inform the Resident of their right to make such reply as the Resident may wish. The Notice of Termination shall also inform the Resident of the right to examine Management documents directly relevant to the termination or eviction. When Management is required to afford the Resident the opportunity for a grievance hearing, the Notice of Termination shall also inform the Resident of the Resident's right to request a hearing in accordance with Management's grievance procedure.

A notice terminating the tenancy, which is required under California law, may be combined, or run concurrently, with a Notice of Termination as set forth above.

When Management is required to afford the Resident the opportunity for a formal hearing under Management's grievance procedure for a grievance concerning the termination of this Agreement, the tenancy shall not terminate (even if the notice to vacate under California law has expired) until the time for the Resident's right to request a grievance hearing has expired; and if a hearing was timely requested by the Resident, the grievance process has been completed.

When Management is not required to afford the Resident the opportunity for a formal hearing under Management's administrative grievance procedure for a grievance concerning the termination of this Agreement, the Notice of Termination shall:

i) State that the Resident is not entitled to a grievance hearing on the termination;

ii) Specify the judicial eviction procedures to be used by Management for the eviction of the Resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations and;

iii) State the eviction is for a Criminal or Drug-Related Criminal Activity where such activity is the basis of the eviction.

#### **D. SERVICE OF TERMINATION NOTICE**

When a notice of termination requires service pursuant to California Code of Civil Procedure §1162, such service may be made by either:

(1). Personally delivering a copy to the Resident, or if there be more than one Resident, then on one of the Residents; or,

(2). If the Resident is absent from the Residence and from their usual place of business, service may be made by leaving a copy with some person of suitable age and discretion at either place, and sending a copy through the mail addressed to the Resident at their place of residence; or,

(3). If such place of residence and business cannot be ascertained, or a person of suitable age or discretion there cannot be found, then service may be made by affixing a copy in a conspicuous place on the property, and also delivering a copy to a person there residing, if such person can be found; and also sending a copy through the mail addressed to the Resident at the place where the property is situated.

#### **E. ABANDONMENTS**

Whenever the Rent has been unpaid for at least 14 consecutive days and Management reasonably believes the Resident has abandoned the Residence, Management may give the Resident a Notice of Belief of Abandonment, which if unanswered pursuant to law, shall serve to terminate this Agreement. Such notice shall be personally delivered to the Resident or sent by first-class mail, postage prepaid, to the Resident at their last known address and, if there is reason to believe that the notice sent to that address will not be received by the Resident, also to such other address, if any, known to Management where the Resident may reasonably be expected to receive the notice. Nothing stated herein shall diminish or expand any of the rights or obligations of the parties under California Civil Code Section 1951.3.



#### **F. RIGHT TO TERMINATE CORESIDENT STATUS**

Each Resident to this Agreement may terminate the rights of every other Resident to this Agreement providing the Resident whose rights are to be terminated (1) no longer resides at the Premises, or (2) has been convicted of an act of domestic violence against a person authorized under the terms of this Agreement to occupy the Premises. All such terminations must be in writing, executed by all the remaining Residents. Furthermore, each Resident agrees that Management may solely rely on the written representations by a Resident that one of the above conditions to terminate exist, and each Resident hereby waives any and all rights that they may have against Management should it be determined the written representations were false.

#### **XIV. NOTICES**

##### **A. NOTICE TO RESIDENT**

Except as expressly provided elsewhere in this Agreement, all notices required or permitted to be given to the Resident shall be in writing and delivered to a Resident or to an adult member of the Resident's household who resides in the Residence or sent by prepaid first-class mail properly addressed to the Resident at the Residence. If the Resident is visually impaired, all notices shall be in an accessible format.

##### **B. NOTICE TO MANAGEMENT**

Except as expressly provided elsewhere in this Agreement, all notices to Management shall be in writing, delivered personally to the Management office of the Housing Development or to Management's central offices.

#### **XV. GRIEVANCES**

##### **A. RIGHT TO GRIEVE BEFORE MANAGEMENT**

Subject to Subsection B hereof, every Resident shall have the right to an administrative grievance hearing before Management regarding any dispute which the Resident may have with respect to Management's action, or failure to act, in accordance with this Agreement or any Management rule or regulation which adversely affects the Resident's rights, duties, welfare or status.

##### **B. GRIEVANCE EXCLUSIONS**

The Resident shall not have any right to a grievance hearing before Management in matters concerning a termination of tenancy or eviction that involves: (A) any activity that threatens the health, safety, or right to peaceful enjoyment of Housing Authority owned or operated real property by other residents or employees of Management, or (B) any Drug-Related Criminal Activity.

The grievance procedure shall not be applicable to disputes between residents not involving Management or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between residents and Management.

#### **C. NOTICES OF ADVERSE ACTION**

The Resident shall be entitled to a notice of adverse action ("Adverse Notice") whenever Management takes an action which gives rise to the Resident's right to grieve. Such Adverse Notice shall inform the Resident of their right to a hearing and the specific grounds for the proposed action. In cases involving a termination of this Agreement, a Notice of Termination in accordance with Section XIII of this Agreement shall be adequate notice of a proposed adverse action.

#### **D. INCORPORATION OF THE GRIEVANCE POLICY AND PROCEDURES INTO THE AGREEMENT**

The Resident shall comply with, and abide by, all Management's existing Grievance Policy and Procedures and any future Grievance Policy and Procedures as may be adopted from time to time. A copy of Management's current Grievance Policy and Procedures is attached to this Agreement and is hereby incorporated herein. A copy of Management's Grievance Policy and Procedures shall be posted in the Management office at all times. In case of a conflict between Section XV of this Agreement and Management's Grievance Policy and Procedures, Management's Grievance Policy and Procedures shall govern.

#### **XVI. GATED COMMUNITY**

Should the Housing Development be or become a gated community, the Resident shall obey all written rules and regulations adopted by Management which pertain thereto. Such rules and regulations, if any, shall be and become part of this Agreement.

#### **XVII. MODIFICATIONS AND AMENDMENTS TO THIS AGREEMENT**

This Agreement may only be modified or amended (i) by the written consent of both Management and the Resident, or (ii) Management (without the written consent of the Resident) at any time during the term of the Agreement upon 30 day written notice following the appropriate comment period as provided by law.

This Section shall not apply to changes in rules and regulations, the grievance procedure or changes authorized by this Agreement or law including, but not limited to, redeterminations in rent, continuing eligibility and the appropriateness of the size of the Residence.

### **XVIII. CHANGES IN RULES AND REGULATIONS**

Rules and Regulations and Housekeeping Standards may be amended from time to time upon 30 day written notice to all affected Residents setting forth the proposed modifications and the reasons therefore. Residents shall have an opportunity to present written comments that shall be taken into consideration prior to the proposed modification(s) becoming effective. A copy of such notice shall be either (i) delivered directly or mailed to the Resident; or (ii) posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Housing Development office, if any, or if none, a similar central business location within the Housing Development.

### **XIX. WAIVERS**

Management's failure to require strict compliance with any covenant, term or condition of this Agreement, or to exercise any right Management may have by reason of this Agreement, shall not be deemed a waiver by Management of such covenant, condition, term or right. Management's acceptance of rent with the knowledge of any default by the Resident to this Agreement shall not be deemed a waiver of such default, nor shall it limit or impair Management's right to enforce any subsequent default of the same covenant, condition, term or right.

### **XX. CAPTIONS**

Section headings of this Agreement are solely for convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of any of the provisions of this Agreement.

### **XXI. RIGHTS AND REMEDIES CUMULATIVE**

All rights and remedies that Management may have under this Agreement or at law are cumulative and nonexclusive.

### **XXII. SEVERABILITY**

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected. In lieu of any provision which a court of competent jurisdiction finds to be illegal, invalid, or unenforceable, there will be added as a part of this Agreement a provision as similar to such provision as may be possible, yet be legal, valid and enforceable.

### **XXIII. THE EFFECT OF PRIOR RENTAL AGREEMENTS**

Providing the Resident is not in default of any term, condition or covenant under any other rental agreement that is in force between the Resident and Management at

the time this Agreement becomes effective, all prior rental agreements will terminate. In all cases where the Resident is in default under a rental agreement with Management at the time this Agreement becomes effective, any default under that agreement shall be deemed a default of this Agreement.

#### **XXIV. JOINT AND SEVERAL LIABILITY**

If more than one person is a Resident under the terms of this Agreement, each person comprising the Resident shall be jointly and severally liable with each other for payment and performance according to this Agreement.

#### **XXV. COMMUNITY SERVICE AND SELF-SUFFICIENCY ACTIVITIES REQUIREMENTS**

Unless otherwise exempt by federal, state or local law, every Resident or Household Member over the age of eighteen shall participate in a community service program or a self-sufficiency activity, all in accordance with 24 CFR part 960, subpart F. Failure to comply with the community and self-sufficiency service requirements shall be good cause to terminate this Agreement.

#### **XXVI. AUTOMATIC RENEWAL**

Unless a Resident or a Household Member is in violation of the community service and self-sufficiency activities requirements, the term of this Agreement shall automatically be renewed for an additional twelve months on the same terms and conditions.

---

**NOTICE TO RESIDENT  
DATA BASE OF REGISTERED SEX OFFENDERS**

Notice is hereby given pursuant to California Civil Code Section 2079.10A

The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES  
PUBLIC HOUSING RENTAL AGREEMENT  
RENTAL SUMMARY**

The Resident understands and agrees that management is entering into this Agreement in reliance upon the truth, completeness and accuracy of information provided in the Resident's initial application for public housing. Furthermore, the Resident understands and agrees that Management is relying on the truth, completeness and accuracy of all future information to be provided by the Resident and Household Members. Should it be discovered that any such information is false, misleading, or incomplete, grounds shall exist to terminate this Agreement and may result in additional rent being owed by the Resident and/or lead to other legal action and remedies which may be appropriate under the law.

A:

1.	Resident Address			Client #	
2.	Housing Development			Unit No	
3.	Appliances Provided			Cal No.	
4.	Utilities Supplied		5.	Bedroom Size	
6.	Security Deposit		7.	Term	
8.	ProRata Rent		9.	ProRata Period From	
10.	Monthly Payment		11.	Commencement Date	
12.	Rent Commencement Date				

B. Resident:

No.	Name	Date Of Birth	Social Security Number	Signature
1.				
2.				



## C. HOUSEHOLD MEMBERS

	Name	Date of Birth	Social Security Number	Signature (if 18 Years or Older) *
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				

☐ (If checked, see attachment for additional Household Members)

\* By signing this Agreement, Household Members do not acquire an interest in the Premises. Signature is for the purpose of acknowledging their awareness of the contents of this agreement and to be used for verifying RMA/RAC election signatures.

I/WE HAVE READ AND BEEN GIVEN COPIES OF:

- |   |                  |
|---|------------------|
| (1.) This Rental Agreement (9/2006)                   | Initial(s):_____ |
| (2.) The Residential Rules (8/14/98)                  | Initial(s):_____ |
| (3.) The Residential Housekeeping Standards (8/14/98) | Initial(s):_____ |
| (4.) Management's Grievance Policy and Procedures     | Initial(s):_____ |
| (5.) Choice of Rent Determination Notice              | Initial(s):_____ |

_____ Resident Signature	_____ Date
_____ Co - Resident Signature	_____ Date
_____ HACLA Staff Signature	_____ Date

I provided to the Resident a copy of this Agreement in:

☐ Spanish    ☐ Korean    ☐ Vietnamese    ☐ Cambodian

HACLA Initial(s):\_\_\_\_\_

**"OCCUPANCY AMENDMENT TO  
THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES  
PUBLIC HOUSING RENTAL AGREEMENT"**

Client No.

Unit

Cal No.

B. Resident:

	Name	Date Of Birth	Social Security Number	Signature
1				
2				

C. Household Member(s):

	Name	Date Of Birth	Social Security Number	Signature (If 18 Years or Older)
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

\_\_\_\_\_ (Resident)

Date: \_\_\_\_\_

\_\_\_\_\_ (Resident)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For the Housing Authority of the City of Los Angeles

I provided to the Resident a copy of this Agreement in:

☐ Spanish☐ Korean☐ Vietnamese☐ Cambodian

HACLA Initial(s): \_\_\_\_\_

## THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES RESIDENTIAL RULES

### (EXHIBIT A TO PUBLIC HOUSING RENTAL AGREEMENT)

These Residential Rules ("Residential Rules") are part of the Housing Authority of the City Of Los Angeles Public Housing Rental Agreement (the "Agreement"). These Residential Rules are meant to illustrate some of the Resident's obligations as set forth in the Agreement. Any capitalized words or phrases used herein shall have the same meaning as established in the Agreement.

These Residential Rules may be amended from time to time by Management upon 30 day written notice to all affected Residents setting forth the proposed modifications and the reasons therefore. Residents shall have an opportunity to present written comments which shall be taken into consideration prior to the proposed modification(s) becoming effective. A copy of such notice shall be either (i) delivered directly or mailed to the Resident; or (ii) posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Housing Development office, if any, or if none, a similar central business location within the Development.

- 
1. Without prior written approval of Management, personal property shall not be stored outside the Residence at any time.
  2. Nothing shall be thrown out windows or doors. All trash and garbage shall be deposited in outside trash bins or trash cans provided by Management.
  3. All common areas including, but not limited to, sidewalks, courts, entry passages, halls and stairways shall remain free from obstruction at all times.
  4. Musical instruments; radios; television sets; CD, record and tape players; and other musical devices shall not be played at an unreasonable volume anywhere within the Development at any time, and shall not be played at a volume audible outside the Residence between 10 P.M. and 7 A.M.
  5. At no time shall a Resident, Household Member, guest or other individual under the control of the Resident, create noise which is reasonably objectionable to other residents.
  6. Motor vehicles shall not be repaired or serviced anywhere within the Development.
  7. Trailers, nonoperating motor vehicles and motor vehicles without current registration shall not be permitted within the Housing Development.

8. All traffic signs including, but not limited to, parking and speed limit signs are to be observed.
9. Only vehicles with currently valid parking permits issued by the Housing Authority of the City of Los Angeles may park in lots located within the Housing Development. If parking spaces are assigned, Resident shall only park in their assigned space.
10. Vehicles shall only be parked in designated areas. Absolutely no parking on the lawns or sidewalks.
11. No items, including but not limited to rugs and clothing, are to be shaken, cleaned or hung on, or from, windows, balconies or fences.
12. Except for small amounts of lighter fluid, flammable materials including, but not limited to, gasoline, solvents and motor oil shall not be kept in or about the Residence.
13. Residents are required to maintain the grounds immediately surrounding the Residence in good condition including, but not limited to, free of weeds, debris, waste, trash and rubbish. The Resident shall be required to secure and maintain a garden hose adequate for the purpose of watering and maintaining the grounds.
14. Any and all yard areas, balconies, porches or patio areas designated for the exclusive use by the Resident shall be kept free of all debris and trash and the accumulation of clutter.
15. The Resident and Household Members shall not create a mess in the laundry areas. The Resident and Household Members shall remove all lint from the dryer after using same.
16. No Resident, Household Member or Guest shall be permitted on the Roof.
17. Writing or painting on any surface of Management owned property shall be prohibited.
18. Pigeons and other wildlife are not to be fed.
19. No ball playing, roller skating, bicycling or skateboarding except in designated areas.
20. No playing with fire.
21. No Resident shall damage, remove or otherwise render inoperable any smoke detector or other safety devices or equipment within the Residence or Housing

Development.

22. Resident shall not cause any utility service to the Residence to be cut off for nonpayment.
23. Alcoholic beverages shall not be consumed in the public areas of the Housing Development.
24. No explosives or firecrackers shall be kept or exploded on or about the Residence or Housing Development.
25. No littering shall be permitted anywhere within the common areas of the Housing Development. All trash shall be discarded in the trash bins.
26. Abuse of alcohol which causes behavior that interferes with the health, safety, or the right to the peaceful enjoyment of the premises by other residents or HACLA personnel will not be tolerated.



**THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES**  
**RESIDENTIAL HOUSEKEEPING STANDARDS**  
(EXHIBIT B TO PUBLIC HOUSING RENTAL AGREEMENT)

These Residential Housekeeping Standards ("Housekeeping Standards") are part of the Housing Authority of the City of Los Angeles Public Housing Rental Agreement (the "Agreement"). These Standards are meant to illustrate some of the Resident's obligations as set forth in the Agreement. Any capitalized words or phrases used herein shall have the same meaning as established in the Agreement.

These Housekeeping Standards may be amended from time to time by Management upon 30 day written notice to all affected Residents setting forth the proposed modifications and the reasons therefore. Residents shall have an opportunity to present written comments which shall be taken into consideration prior to the proposed modification(s) becoming effective. A copy of such notice shall be either (i) delivered directly or mailed to the Resident; or (ii) posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Housing Development office, if any, or if none, a similar central business location within the Development.

- 
1. The Resident shall keep and maintain the walls and ceilings of the Residence clean and free of all dirt, grease, holes, cobwebs and fingerprints.
  2. The Resident shall keep and maintain the floors of the Residence clean, dry and free from all hazardous conditions.
  3. The Resident shall keep and maintain the windows and window ledges of the Residence clean and free of all objects. All window coverings shall be clean and kept in a good state of repair.
  4. The Resident shall keep and maintain the interior trim of the Residence clean and free of all dirt, grease, gouges and scratches.
  5. The Resident shall keep and maintain the doors of the Residence clean and free of all dirt, grease, holes, and fingerprints. All doors shall be maintained with a working hardware and doorstop.
  6. The Resident shall keep and maintain the heating vents and units of the Residence clean and free of all dirt, grease, cobwebs and fingerprints. Access to the heating units shall not be obstructed.

7. The Resident shall keep and maintain the Residence free from all clutter and trash.
8. The Resident shall keep and maintain all sinks and waste pipes of the Residence free from obstructions.
9. The Resident shall keep and maintain the stove and stove vent of the Residence clean and free of food and grease.
10. The Resident shall keep and maintain the refrigerator of the Residence clean and free of spoiled food. The Freezer shall be defrosted when necessary.
11. The Resident shall keep and maintain all kitchen cabinets of the Residence clean and neat. Cabinet surfaces, food storage areas and countertops should be kept free of grease and spilled food.
12. The Resident shall keep and maintain all closets and other storage areas neat and clean.
13. The Resident shall keep and maintain all dishes clean and safely stored when not in use.
14. The Resident shall not allow trash and garbage to accumulate in the Residence for more than one week. While in the Residence, all trash and garbage shall be kept in appropriate covered containers.
15. The Resident shall keep and maintain the bathroom exhaust fan, if any, free of dust.
16. The Resident shall keep and maintain the toilet and tank clean and free of odors.
17. The Resident shall keep and maintain the tub and/or shower clean and free of mildew and mold. Shower curtains of proper length shall be kept and maintained in a good clean condition.

# **EXHIBIT B**

1 Claim of Marco Galindo,  
 2 on behalf of himself and  
 3 other tenants similarly situated

4 v.

5 Housing Authority of the  
 6 City of Los Angeles

No. \_\_\_\_\_

CLAIM FOR BREACH OF CONTRACT  
 (GOV'T CODE §910)

7  
 8 **To the Board of Commissioners of the Housing Authority of the City of Los Angeles  
 (HACLA):**

9 You are hereby notified that Marco Galindo claims damages from the Housing Authority  
 10 of the City of Los Angeles. Marco Galindo makes this claim on his own behalf and on behalf of  
 11 all persons who (1) resided in public housing owned by HACLA during the time for which  
 12 refunds are requested and (2) were required to pay their own trash fees to the City of Los  
 13 Angeles.

14 Representative Claimant's address is:

15 4916 Marionwood Drive #266  
 16 Culver City, CA 90230

17 This claim is based on the breach of contract and violations of federal law by HACLA.  
 18 Upon information and belief, the breach occurred from 1983 through the present. The  
 19 circumstances are as follows:

20 All public housing residents must sign a lease agreement with HACLA. This lease  
 21 agreement includes provisions on utilities. Further, pursuant to 42 U.S.C. §1437c, HACLA must  
 22 sign an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban  
 23 Development (HUD) to receive federal funding. Upon information and belief, the ACC requires  
 24 that in consideration for receiving annual operating and management subsidies, HACLA abide by  
 25 statutory law and the underlying HUD regulations regarding the development and operation of  
 26 public housing. Public housing tenants are intended third-party beneficiaries of the ACC.

27  
 28  
 Claim for Breach of Contract

1 HACLA's public housing lease, at Section III.A states that the agency will provide for  
 2 "rubbish removal." HACLA has breached this provision by failing to provide rubbish removal  
 3 services.

4 Federal statute and HUD regulations provide that public housing tenants shall pay no  
 5 more than 30% of their income toward rent. *See e.g.* 42 U.S.C. §1437a(a); 24 C.F.R. 5.603(b),  
 6 965.502 *et seq.* By requiring tenants to pay their own trash fees, HACLA has violated federal law  
 7 and breached the ACC.

8 Upon information and belief, beginning in the 1980s through the present, HACLA  
 9 required that all public housing residents pay their own trash fees. Therefore, the injuries  
 10 sustained by claimants, as far as known, as of the date of presentation of this claim, include the  
 11 amounts paid or owed for trash fees by each tenant who resides in, or who has resided in,  
 12 HACLA-owned public housing, plus prejudgment interest thereon. From September 2008 to the  
 13 present, the Los Angeles Municipal Code §66.41(a)(2) has required that residents of multifamily  
 14 dwellings pay \$24.33 per month for trash fees. Prior to that time, including the year 2007, the  
 15 charge was \$17.16 per month. Therefore, the representative claimant, on his own behalf and on  
 16 behalf of all persons who have resided in HACLA-owned public housing and have been required  
 17 to pay their own trash fees to the City of Los Angeles, request a refund for all trash fees plus  
 18 prejudgment interest thereon for at least the four year claims period prior to the ongoing violation  
 19 as of February 2012. This claim exceeds the amount of a limited civil case.

20 All notices or other communications with regard to this claim should be sent to Navneet  
 21 Grewal, Western Center on Law and Poverty, 3701 Wilshire Blvd., Suite 208, Los Angeles CA  
 22 90010.

23 Date: February 7, 2012

WESTERN CENTER ON LAW AND POVERTY  
 LOS ANGELES CENTER FOR LAW AND JUSTICE

24 By: 

25 Navneet Grewal  
 26 Attorneys for Claimant  
 27  
 28

PROOF OF SERVICE  
Claimant Marco Galindo

I, the undersigned, say: I am over the age of 18 years and not a party to the within action or proceeding. My business address is 3701 Wilshire Boulevard, Suite 208, Los Angeles, California 90010.

On February 7, 2012, I served the foregoing documents described as **CLAIM FOR BREACH OF CONTRACT (GOV'T CODE §910)** on all interested parties in this claim by placing copies thereof enclosed in a sealed envelope addressed as follows:

Housing Authority of the City of Los Angeles  
c/o Office of the City Clerk  
200 North Spring Street  
Room 395, City Hall  
Los Angeles, CA 90012  
(per State of California Roster 2011)

Carmen A. Trutanich, City Attorney  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, CA. 90012

Douglas Guthrie, Interim President/Chief Executive Officer  
Mitchell Kamin, Chair, Board of Commissioners  
Members, Board of Commissioners  
Housing Authority of the City of Los Angeles  
2600 Wilshire Blvd.  
Los Angeles, CA 90057

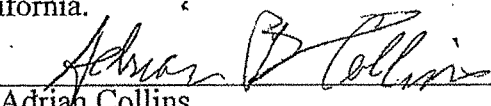
☒ **BY MAIL** - I deposited such envelope in the mail at Los Angeles, California, with first class postage thereon fully prepaid. I am readily familiar with the business practice for collection and processing of correspondence for mailing. Under that practice, it is deposited with the United States Postal Service on that same day, at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing in affidavit; and/or

☐ **BY PERSONAL SERVICE** - ☐ I delivered by hand, or ☐ I caused to be delivered via messenger service, such envelope to the offices of the addressee with delivery time prior to 5:00 p.m. on the date specified above.

☐ **BY OVERNIGHT COURIER** - I deposited such envelope in a regularly maintained overnight courier parcel receptacle prior to the time listed thereon for pick-up. Hand delivery was guaranteed by the next business day.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

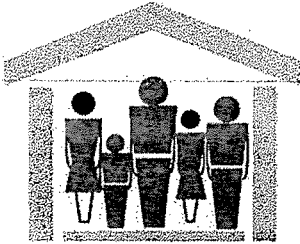
I declare under penalty of perjury that the foregoing is true and correct. Executed on February 7, 2012 at Los Angeles, California.

  
Adrian Collins

PROOF OF SERVICE



# **EXHIBIT C**



**HOUSING AUTHORITY** OF THE CITY OF LOS ANGELES  
AN EQUAL EMPLOYMENT OPPORTUNITY- AFFIRMATIVE ACTION EMPLOYER  
2600 Wilshire Boulevard • Los Angeles, California 90057 • (213) 252-2500  
TTY (213) 252 -5313

February 22, 2012

Navneet Grewal, Attorney for Claimant  
Western Center  
On Law & Poverty  
5701 Wilshire Blvd, #208  
Los Angeles, CA 90010

Re: Claim for Breach of Contract (Govt. Code §910)

Dear Sir/Madam:

Housing Authority of the City of Los Angeles (HACLA) is in receipt of your Claim for Breach of Contract dated February 7, 2012. The Claim is being denied in part and returned in part as untimely based upon the following specifications:

**PORTIONS OF THE CLAIM WHICH ACCRUED ON  
OR AFTER FEBRUARY 7, 2011**

As to these portions of the Claim, notice is hereby given that HACLA has denied your claim on February 22, 2012.

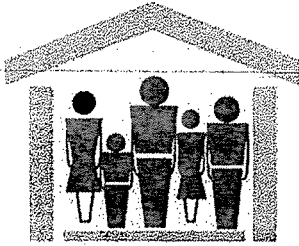
**WARNING**

Subject to certain exceptions you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See *Government Code* Section 946.6.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

**PORTIONS OF CLAIM WHICH ACCRUED  
PRIOR TO FEBRUARY 7, 2011**

To the extent any portion of your claim seeks compensation for damages accruing prior to



**HOUSING AUTHORITY** OF THE CITY OF LOS ANGELES  
AN EQUAL EMPLOYMENT OPPORTUNITY- AFFIRMATIVE ACTION EMPLOYER  
2600 Wilshire Boulevard • Los Angeles, California 90057 • (213) 252-2500  
TTY (213) 252 -5313

February 7, 2011, the claim you presented on February 7, 2012 is hereby being returned to you without action. It is being returned to you without action because it was not presented within one year after the event(s) or occurrence(s) as required by law. See Sections 901 and 911.2 of the *Government Code*.

**WARNING**

Your only recourse at this time is to apply without delay to HACLA for leave to present a late claim. See Sections 911.4 to 912.2 inclusive and Section 946.6 of the *Government Code*. Under some circumstances, leave to present a late claim will be granted. See section 911.6 of the *Government Code*. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult with an attorney you should do so immediately.

**NOTICE OF DEFECTS**

Please be further advised that HACLA considers the claim you have submitted on February 7, 2012 to be defective in the following respects:

1. The claim fails to identify the "class" of persons being represented by Claimant with sufficient particularity to permit adequate identification of the potential class by HACLA.
2. The potential "class" does not share common elements of proof, facts or damages sufficient to constitute a class and therefore the claim does not adequately present a claim on behalf of any person other than Marco Galindo. To the extent the Claim purports to proceed on behalf of any person other than Marco Galindo, it is hereby returned as defective.

You may elect to cure these defects if you wish to do so. However, nothing in this letter shall constitute nor be construed as any waiver, by HACLA of any time limits or other defenses which HACLA may assert with respect to any amended claim.

Sincerely yours,

Blanca Macris  
Risk Manager

213-252-8704 direct line

PROOF OF SERVICE BY MAIL

State of California           )  
  )  
County of Los Angeles       )  
  )

I am a resident of the County aforesaid. I am over eighteen years of age and not a party to the within the entitled action. My business address is:

Housing Authority of the City of Angeles  
2600 Wilshire Boulevard  
Los Angeles, California 90057

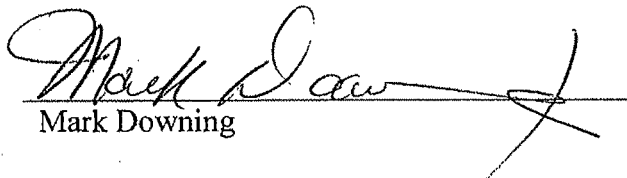
On February 22, 2012, I served the within letter on the claimant, through their legal counsel in said action by placing a true copy hereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Los Angeles, California addressed as follows:

Western Center on Law & Poverty  
3701 Wilshire Blvd., #208  
Los Angeles, CA 90010

4916 Marionwood Drive, #266  
Culver City, CA 90230

Executed on February 22, 2012, Los Angeles, California.

I declare under penalty of perjury, that the foregoing is true and correct.

  
Mark Downing

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Ronald S. W. Lew and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

**CV12- 2449 RSWL (JCGx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

ROBERT D. NEWMAN (SBN 86534) rnewman@wclp.org  
 S. LYNN MARTINEZ (SBN 164406) slmartinez@wclp.org  
 NAVNEET K. GREWAL (SBN 251930) ngrewal@wclp.org  
 WESTERN CENTER ON LAW AND POVERTY  
 3701 Wilshire Boulevard, Suite 208  
 Los Angeles, CA 90010 Tel: 213-487-7211 Fax: 213-487-0242  
 Attorneys for Plaintiffs [See additional Summons page for complete list of attorneys]

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

MARCO A. GALINDO and EMMA GULLETTE, on behalf of  
 themselves and all others similarly situated,

PLAINTIFF(S)

v.

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a  
 public agency; DOUGLAS GUTHRIE, President and Chief  
 Executive Officer of the Housing Authority of the City of Los  
 Angeles; and DOES 1-10, inclusive,

DEFENDANT(S).

CASE NUMBER

**CV12-2449** - RSWL (HGX)

**SUMMONS**

TO: DEFENDANT(S): HOUSING AUTHORITY OF THE CITY OF LOS ANGELES, a public agency;  
 DOUGLAS GUTHRIE, President and Chief Executive Officer of the Housing  
 Authority of the City of Los Angeles; and DOES 1-10, inclusive

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you  
 must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint  
☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer  
 or motion must be served on the plaintiff's attorney, WESTERN CENTER ON LAW AND POVERTY,  
 Attn: Robert D. Newman, whose address is 3701 Wilshire Boulevard, Suite 208, Los Angeles, CA 90010. If you fail to do so,  
 judgment by default will be entered against you for the relief demanded in the complaint. You also must file  
 your answer or motion with the court.

Clerk, U.S. District Court

Dated: MAR 21 2012

By: Mandy Dan  
 Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed  
 60 days by Rule 12(a)(3)].





UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEETI (a) PLAINTIFFS (Check box if you are representing yourself ☐)

Marco A. Galindo and Emma Gullette, on behalf of themselves and others similarly situated

## DEFENDANTS

Housing Authority of the City of Los Angeles, a public agency; Douglas Guthrie, President and Chief Executive Officer of the Housing Authority of the City of Los Angeles, and DOES 1-10, inclusive

COPY

## (b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Robert D. Newman, S. Lynn Martinez, and Navneet K. Grewal, Western Center for Law and Poverty, 3701 Wilshire Blvd., Suite 208, Los Angeles, CA 90010, (213) 487-7211; Additional counsel named on attached page

## Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only  
(Place an X in one box for plaintiff and one for defendant.)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                        |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No

MONEY DEMANDED IN COMPLAINT: \$

## VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

42 U.S.C. 1983 and 42 U.S.C. 1437 - Violation of Section 1983; Violation of United States Housing Code; Breach of contract

## VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input checked="" type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number:

CV12-2449

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes  
 If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes  
 If yes, list case number(s): \_\_\_\_\_

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.  
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.  
☒ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

**X. SIGNATURE OF ATTORNEY (OR PRO PER):** Naimet Gheval Date 3/20/2012

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))