

*Count*

FILED  
UNITED STATES DISTRICT COURT  
DENVER, COLORADO  
12:53 pm, Oct 13, 2022  
JEFFREY P. COLWELL, CLERK

IN THE UNITED STATES COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No.: 22-cv-01979-CNS-KLM

Carroll Latimore, Plaintiff,

JURY DEMANDED

v.

All defendants as individuals and as employees:  
Denver Housing Authority (DHA) of the City and County of Denver;  
David Nisivoccia, Executive Director, DHA;  
Loretta Owens, Director Housing Voucher Program, DHA;  
Nicole Matteo, employee DHA;  
Angie Trujillo, employee DHA;  
Mercedes Pineda, 504 Coordinator, DHA.

---

**AMENDED COMPLAINT** per Fed.R.Civ.P. 15(a)(1)(B)

---

Carroll Latimore, Pro Se  
Mailing address:  
1541 N. Marion St.  
Box 18628  
Denver, Colorado 80218  
(239) 537-5966  
[calatimore.7@gmail.com](mailto:calatimore.7@gmail.com)

Gerritt Koser, Esq.  
Senior Staff Attorney  
Denver Housing Authority  
(for all defendants unless told otherwise)  
1035 Osage St.  
Denver, Colorado 80204  
(720) 932-3092

[Note: Plaintiff found it extremely mind-boggling to try to edit with the underline/strike-through methodology. It looks confusing and it's much more difficult to try to organize the substance of the text.]

## THE PARTIES

1. ~~Plaintiff, is Carol Latimore, participant in the~~ was a recipient of a Housing Choice Voucher Choice Program (See 8) since in 2007. She moved to Denver, to her present apartment, October 1, 2020 because she needed to live near her son due to her disability. Plaintiff notified DHA in Dec 2020 she receives all of her mail at the post office. Plaintiff didn't know about the 'get mail at your apartment' policy until after telling her representative Ms. Trujillo in an email, her post office mailing address on December 19, 2020. Ms. Trujillo told her she must receive her mail at her apartment. It should be noted, to her recollection, each time it was discussed, Plaintiff said she "cannot" due to her disability, not that she "will not" receive her mail where she lives.

### Defendants are:

2. **Denver Housing Authority of the City and County of Denver**, believed to be a non-profit, corporate, quasi-municipal organization, is a defendant due to their policies that violate disability laws and the Constitution. Two of three of these are in writing. 1. The first is they will not send mail to a po box. [Corrected in Court Order for Plaintiff on September 27, 2022, but no provision had been set up to continue Plaintiff's co-payments during October. Plaintiff mailed her papers early in the day the 29th of September but was told those had not been received when she contacted her assigned representative the following Tuesday. Plaintiff scanned and emailed those. When

Plaintiff opened the portal of her landlord to pay her rent for October. It said Plaintiff should pay \$250 more than she usually pays [it was an error]. She paid that and when she inquired she was told they would reimburse the overpayment when they receive the co-payment from DHA. The representative said, I think on Tues. that the money had been sent, but as of Friday October 7, 2022, it had not been received. Plaintiff will have a serious crisis if she doesn't have that money in her account when a fairly large loan payment pulls automatically from the account in a couple weeks. It appears that defendants' plan all along this year was to leave Plaintiff without a voucher again]

This ~~post office box~~ rule is adopted by reference in a contract participants are required to sign to obtain housing in Denver and ~~they~~ DHA ~~have~~ has gone to court over it ~~once and if they do now, it will be the second time~~ twice with Plaintiff, so it appears to be very entrenched as an organizational policy. The other two are 2, the policy of ceasing all forms of communications for months due to Plaintiff not getting mail at her residence, and ~~third~~, 3, for using as a policy a package of papers that violate disability law and the Constitution for a program participant to ask for accommodations. that violate disability law and the Constitution. and used these to disapprove someone for accommodations who has a serious mental illness. This package of forms indicates to Plaintiff the degree to which the 504 Coordinator doesn't understand disability law, and that has directly impacted Plaintiff and her stress level. Plaintiff didn't think there could possibly be any accuracy in a decision by Ms. Pineda in light of her misunderstanding of disability laws.

3. **David Nisivoccia**, Executive Director of Denver Housing Authority, negligence for presiding over an organization with no understanding of disability laws or Constitutional rights. After the court case last year, Mr. Nisivoccia should have taken some interest in whether or not the staff was following disability law.

4. **Loretta Owens**, Director, Housing Voucher Choice Program, DHA. Plaintiff spoke to her once. She has followed a policy not to communicate with Plaintiff in any manner since last fall 2021 in violation of the Americans with Disabilities Act of 1990 (ADA), its amendments of 2008 (ADAA), and the United States Constitution, presumably for the reason of Plaintiff not getting mail at her residence but since two other offices at DHA have also cut communications (although one of these is subordinate to Ms. Owens), it appears to be an organizational policy. Ms. Owens should know the policy violates disability laws and the Constitution and should be following morals and the law in spite of an illegal local policy. She has demonstrated reckless indifference as to the effects her lawbreaking would have on Plaintiff. She ignored a letter from plaintiff sent November 2, 2021 that offered an alternative than sending to Plaintiff's po box. Plaintiff offered to pick up anything from their office. Ms. Owens has said she did not receive Plaintiff's letter. Plaintiff showed Defendants' attorney where she kept a copy of it in her email on that date and the letter was not returned. After that he said Ms. Owens clarified that it wasn't just sending to a po box that was the problem. it was not receiving mail at the residence. It can be found in numerous places, but communication is described this way in the DOJ Civil Rights Division, Disability Rights Section . ADA Update: A Primer for State and Local Governments. "Communicating

### III. INTRODUCTION AND FACT SUMMARY

14. Plaintiff was determined by the Social Security Administration to have been disabled since 2005. This is of the nature of functional brain issues. It includes depression, anxiety, a mood disorder, ADD, OCD and some other complexities that constitute what is regarded as serious mental illness. Basically the entire issue in this case is that Plaintiff is unable to receive mail at her apartment due to her disability, the reasoning of which has been explained extensively to Defendants. Plaintiff received a Sec 8 Housing Voucher in 2007. In 2021, At least two DHA employees conspired to and did terminate Plaintiff's housing voucher without notice pre or post termination. Plaintiff filed suit in this Court last September to get the voucher reinstated.

15. This is the second year DHA is not sharing program information with Plaintiff and Defendants, ~~are~~ DHA has refused to communicate with Plaintiff and ~~have~~ had not sent her necessary forms to be able to have housing come Oct. 1, 2022, Plaintiff was able to get an injunction against defendants' acts to terminate her housing voucher now, but is continuing her suit to hold DHA and their staff accountable for the harm done by them that has cut into Plaintiff's life over the last year as a result of their discrimination. ~~likely planning to cancel Plaintiff's housing voucher again this year because They have~~ ~~The same thing is was happening this year, in terms of not providing renewal information to Plaintiff but~~ This time it's was happening under the purview of the Director of the Housing Voucher Program, Ms. Owens. Leaders are supposed to set an example, not follow illegal activities initiated by their employees. DHA ~~has~~ terminated

ALL communication with Plaintiff since ~~anytime after the September~~ October 2021 ~~suit~~, because Plaintiff gets her mail at the post office rather than at her apartment building. Plaintiff got back into the Voucher Program in 2021 by signing a stipulation with the DHA, which they have violated. She signed under duress being three weeks from being homeless and had no time to evaluate what had even happened, let alone claims or remedies. She was essentially in shock. And as mentioned elsewhere in this complaint, nothing was given to Plaintiff by way of consideration, they only returned the voucher they had illegally taken.

16. After ~~that~~ the suit was done in 2021, Plaintiff provided DHA with a statement from her doctor of the types of impacts her disability can have. (**Attach 5 b** Plaintiff's doctor's statement with cover letter.) Her doctor could hardly put together an extensive write-up of two decades of treatment. Her doctor is not required to provide extensive justification for such an accommodation. Plaintiff is surprised this agency can't look at ~~this~~ her doctor's statement and immediately see that Plaintiff needs help with many things. The things Plaintiff has trouble with SHE MUST TELL HER DOCTOR, HER DOCTOR DOESN'T TELL HER. In their last conversation, Plaintiff discussed with her doctor how she needs to write to think and organize her thoughts. That was something her doctor didn't know. She can't possibly tell her doctor everything. Like standing on a street that goes east and west and being confused because the bus sign posted says north or south. Then she realized the sign meant the overall direction of the bus, not the direction from that particular stop. She doesn't always figure out when things confuse her.

17. The following is from a joint statement of the Department of Housing and Urban Development and the Department of Justice, May 17, 2004, Reasonable Accommodations under the Fair Housing Act, pg 6, example 2:

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

Below is a HUD policy statement at Home/Program Offices/FHEO Home/ Examples of Housing Discrimination At the sixth example, "Reasonable Accommodations Are Required for Persons with Disabilities":

Jane has a developmental disability that affects her capacity to manage her own finances. Jane tells her building manager that her mother will be paying her rent for this reason and asks if all notices relating to her rent can be sent to her mother. The building manager tells Jane that the management company has a policy of only sending notices to residents, no exceptions. Several months later, Jane receives an eviction notice because her mother had not known that Jane's rent had been increased. Jane files a complaint with HUD because denying a reasonable accommodation is a form of disability discrimination.

This is how the events should have transpired between Plaintiff and DHA in 2021 and 2022. Plaintiff shouldn't be forced back into court to maintain rights as a disabled individual. At attachment 6 a, b, c, & d. Plaintiff has put several forms used by other organizations for requests for accommodations. On is one page, two are two pages and one is 3 pages. Notice these are brief and succinct. Only basic information is required to request accommodations. The packet this group sends out contains 15 pages that

includes a bunch of gobbledygook and what appears to be procedural that would frighten anyone away from asking for accommodations.

18. That the entire agency totally stopped communicating with Plaintiff over the last year indicates this is a policy of DHA. In December 2021, the amount of rent Plaintiff pays vs. DHA was increased in violation of regulations presumably in retaliation for the issues regarding the po box between Plaintiff and DHA and they didn't think they needed to inform Plaintiff. Attach-2, the determination by HUD of a change in payment division, was provided to Plaintiff by her landlord. Plaintiff sent a letter to the Director of the Housing Voucher Program, Ms. Owens on Nov 2, 2021, and suggested as an alternative to sending mail to her at her po box which they have refused to do, that they could call her and she would pick up any written matter if they leave it with their receptionist. Plaintiff got no response. Plaintiff sent a letter to the 504 Coordinator on Jan 22, 2022 about the extra \$21 Plaintiff is paying per month and received no reply.

19. Between Oct 26 and 28 of 2021, Plaintiff contacted the DHA attorney because her address was on the stipulation and she had misunderstood and thought everyone at housing was going to use her mailing address mainly because she was very affected by the whole voucher-related event. This was his response, "Until your request to receive mail at a po box is approved by DHA's 504 Coordinator, DHA's HCV staff will not be advised to change their current policies and procedures related to your participation in the HCV program." (~~Attach-3~~) We can ask him what he means by this statement but Plaintiff reads it to mean they won't send mail to her po box. That is the policy in dispute. He doesn't say anything about phone calls or email, so DHA staff can't claim

their attorney told them to cease all communication unless he told them something different than what he told Plaintiff. Plaintiff doesn't want to use a complicated email system. It took Plaintiff about 20-40 minutes to supposedly set up an account in their new system. They have a big bold statement: don't lose your password. Plaintiff always loses passwords and has certainly lost that one. Plaintiff has no idea where she wrote it. Her son is going to set up a password manager program for her soon. But then she forgot how to use it and became afraid to put anything in it. She will see him next weekend to show her again how to use it. ~~Plaintiff is hopeful~~ Defendants' attorney is not using the complicated email system. He is apparently using the new email system like a normal email system without vanishing emails like one employee sent me in fall 2021 and that works fine for Plaintiff.

20. Plaintiff sent a letter to the 504 Coordinator January 22, 2022 regarding the extra \$21 rent she is being required to pay (and appears to be a retribution issue not in accord with the law) and did not receive a response to that letter. ~~Attach 4 shows~~ Plaintiff's landlord indicates Plaintiff is to pay \$54/mo. to him for utilities and only pays electric separately. Plaintiff thinks that amount is estimated on DHA utility chart at \$35 \$32. So plaintiff's rent is \$1,200, landlord utilities \$54, and elec estimated at \$35 \$32 for a total ~~\$1,289~~ \$1,286. The maximum payment standard is \$1,304 for FY2022. The DHA is setting Plaintiff's rent using estimates for all the utilities the landlord pays instead of using the known amount Plaintiff actually pays the landlord and then says Plaintiff's rent and utilities exceed \$1,304 by \$21 which they require her to pay. The law for this is discussed at 24 CFR 982.517 and they don't appear to be following it.

21. Plaintiff thought all the problems were solved when she filed suit in this Court last September and got back into the housing voucher program in September 2021 after having been put out illegally by two employees, but communication problems existed then that Plaintiff didn't even realize, and they still continue. Plaintiff pretty much lost whatever ability she had to think clearly at the time of that suit and the stress has continued and has been building significantly due to the length of time she is being frozen out by DHA. [Plaintiff communicated a couple times with her new representative during last week. There seems to be contradictions in terms of what Plaintiff is being told and Plaintiff has sent her an email to ask her to clarify the contract start date, and the amount of rent. Plaintiff is certain her landlord is correct this time that he got no response to his letter regarding a rent increase that he sent about eight weeks ago. It appears they didn't think Plaintiff or her landlord would still be around such that they needed to respond to his letter. Since he in good faith has believed DHA did not disapprove his request for a rent increase, DHA has no moral ability to refuse to do so; unless the landlord cannot provide evidence other apartments like Plaintiff's are being rented at the same rent he is asking from Plaintiff, otherwise there is no foundation for any dispute by DHA.]

22. In the information the 504 Coord sent to Plaintiff on Sept. 21, 2021, they want Plaintiff's current doctor to determine if Plaintiff is disabled and states that the physician needs to, "verify that the impairment meets the legal definition of disability." (~~pg. 1 para 3; and pg. ii, para. 2~~) Plaintiff's doctor is not also a lawyer. Plaintiff is already determined to have been disabled by the Social Security Administration who provide her sole

income due to the fact that she cannot work (a major life activity) and we can probably take judicial notice that they have more demanding standards of someone being determined to be disabled than under the Americans with Disabilities Act of 1990 (ADA). DHA is aware that her sole income is Soc Sec Disab Income.

23. A person is not required to put their request in writing, but DHA says, "the individual or their legal representative *must* sign the forms." (emphasis added) (~~pg i, see 6~~) and "DHA does not require that an individual use the Request for Accommodation packet. However, in most cases, failure to use DHA's forms will delay the accommodation request as additional information is often necessary from the individual or the individual's health care provider to verify the disability, or the relationship between the disability and the accommodation requested." (~~pg i, see 7~~) "In most cases, DHA requires that an individual's health care provider provide information regarding why the requested accommodation is necessary for the qualified individual with a disability to have an equal opportunity to participate in, or benefit from DHA housing, programs, services or activities." (~~pg i, see 9~~) The forms aren't required, but "You must complete this form" on the page labeled Request for Accommodation Packet. (~~pg ii, step 1, form 4~~) "If an individual refuses to sign the form authorizing DHA to contact the Health Care Provider to verify or obtain necessary information, DHA may be unable to verify whether the requested accommodation is necessary based on the individual's disability and the request may be denied. DHA has twenty (20) business days in which to respond to your request. **Please note that DHA makes every attempt to respond promptly, so phone calls regarding the status of your application further delay the review**

**process for all applicants."** (emphasis in the original) ~~(pg. ii, last para.)~~ (don't call us, we'll call you) , **"NOTICE OF AVAILABILITY OF ALTERNATIVE FORMS OF COMMUNICATION"** (emphasis in original). They have a separate "Request for an alternative form of communication form" Since that is what Plaintiff is requesting, she is perplexed that they didn't send that one. ~~(pg. iii, last para.)~~ On page 5 it says they are required to provide reasonable accommodations to qualified program applicants or participants of Sec 8...**DO NOT provide medical records, or specify the Applicant's disability, or provide any specific details about the nature of the disability in your response. DHA requires documentation of the manifestation of the disability that causes a need for the requested accommodation."** ~~(pg 5., para 2)~~ (emphasis provided) Plaintiff's doctor in 2021 addressed the manifestations of Plaintiff's disability. This is what DHA found to be insufficient.

Plaintiff isn't sure by writing these quotes if someone can perceive what is wrong with the statements being made, but at trial Plaintiff can explain what makes them inappropriate. How is there a correlation between using their form and how long it takes to act on your request? The additional information they say they normally request is repetitive with what they would have been provided in the first place, with or without the form. Seems like one way or another they will find a way to make bureaucratic circles around the matter so that it takes at least 10x the amount of time it should or that someone is turned down and has to wrestle around with this strange and inaccurate interpretation of disability law.

24. There is more. ~~There are a total~~ Of the 15 pages, seven of those are for the doctor to fill out. Plaintiff does not know where anyone would find a doctor willing to look at seven pages of anything. Plaintiff's cover letter when she sent the 504 Coord her doctor's statement (~~attach-4-5a~~) says neither she nor her doctor have any additional information other than the letter of May 2, 2021 and Plaintiff's complaint filed Sept 7, 2021. (Plaintiff detailed this information in her request to There is quite a lot of information in the 3 items the 504 Coord had to look at. Without informing Plaintiff, the 504 Coord sent a letter to Plaintiff's doctor. Plaintiff had not signed any type of release nor did she fill out any of the ~~illegal inappropriate~~ forms she was sent. Plaintiff contacted defendants' attorney when it had been a while without getting a response on her accommodation request, who told Plaintiff the 504 Coord had sent a letter to her doctor but had not received a response. (~~attach 3-7.~~) The package of forms the 504 Coord sent is ~~at Attach 5.~~ not included in this complaint because of its length. Notice On the doctor's signature page of the 15 page packet, the last page of them all. It is the best reflection of the degree of misunderstanding of the 504 Coord in regard to accommodations. In bold, all caps statements: " I UNDERSTAND THAT I CAN BE SUBPOENAED TO TESTIFY IN ANY TRIALS OR HEARINGS RELATED TO THE APPLICANTS REQUEST."

They are already planning on litigation to keep disabled people from getting housing—and they want the doctor of the disabled person to be under threat.. That's what we need in the doctor's section of requests for accommodations?

**WARNING: THERE ARE FINES AND IMPRISONMENT – \$250,000/ 5 YEARS – FOR ANYONE WHO MAKES FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR ENTRIES IN ANY MATTER WITHIN THE JURISDICTION OF THE FEDERAL GOVERNMENT (18 USC 1001) IN ADDITION, ANY PERSON WHO KNOWINGLY AND MATERIALLY VIOLATES ANY REQUIRED DISCLOSURE OF INFORMATION, INCLUDING INTENTIONAL NON-DISCLOSURE, IS SUBJECT TO CIVIL**

**MONEY PENALTY NOT TO EXCEED \$10,000 FOR EACH VIOLATION.**  
(emphasis in original).

This is on the last page labeled as page 13 in their packet.

25. Defendants violated the stipulation four times if Plaintiff's interpretation of the Stipulation language is correct. Item 3. in the stipulation says "Within ten (10) business days of this Joint Stipulation, Defendant's 504 Coordinator will respond to Plaintiff's letter dated May 2, 2021, by email at [calatimore@gmail.com](mailto:calatimore@gmail.com) and by mail to 951 20th St. Box 2893, Denver, Colorado 80201 (Plaintiff's prior mailing address). First they sent Plaintiff a packet of papers to her po box, but didn't also send the information via email. Having things in the email is helpful because the Plaintiff only picks up mail a few times a month. Defendants' attorney wrote the stipulation stating coordination on their part would be in regular mail and email to coordinate the matter regarding Plaintiff's May 2, 2021 letter. And finally, the 504 Coord never sent Plaintiff a copy of a letter she sent Plaintiff's doctor but misrepresented having done so as discussed in Plaintiff's Rule 60 Motion, Relief from Stipulation and Order.

26. Someone with Plaintiff's known limitations needs safety procedures to protect her mail. What if she forgets to check mail for five days? She doesn't want another thing to

worry about and she doesn't want to go sit in front of the mailboxes every day to make sure her property isn't tossed in the lobby of her apartment building. This isn't complex and shouldn't matter in the least to the housing office, There is NO rational basis to worry about where Plaintiff gets mail and yet for the second year in a row due to receiving mail at her po box they find it acceptable to NOT send Plaintiff any renewal documents for FY2023, not to call her to pick up any information, or help her figure out how to have email correspondence without requiring technical knowledge.

27. Plaintiff was only a few weeks from being homeless when she filed suit in 2021. The defendants' attorney didn't want to see a copy of the complaint until he was served and Plaintiff wasn't allowed to have it served herself having filed in forma pauperis. The pressure was intense. Plaintiff had not received documents from the housing office for her housing for the period beginning Oct 1, 2021 (FY 2022). Typically she only has to sign a few places, indicate her bank balances and send copies of her medical receipts. Since Plaintiff's landlord had requested a rent increase last year, a 'rent reasonableness' test had to be done. There are units in Plaintiff's building virtually identical to hers so figuring out if Plaintiff's rent is comparable takes an email to Plaintiff's landlord to get an email from him to see what the rates of rentals have been most recently for units like Plaintiff's. On Plaintiff's request, he informed her that the most recent similar units were rented one in August 2021 for \$1,300 and two in Sept 2021 for \$1,243 & \$1,224. It can't take more than an hour to tabulate the medical receipts, use a few formulas and generate the amount of rent that Plaintiff will pay and that the agency will pay. This mailing was 10 pages and there was no problem emailing it immediately after Plaintiff

contacted them Sept 2, 2021. It isn't rational that Ms. Trujillo didn't email it in the first place. (This was prior to the new email system which clearly Plaintiff is afraid of.)

28. And now again, Plaintiff is ~~weeks from~~ at the end of her lease and problems remain. ~~Plaintiff needs to receive whatever documents she needs to sign from the housing office asap so she can sign her lease hopefully by August 13, 2022 and be situated by Oct 1, 2022 to have the new lease period begin.~~ But now instead of a conspiracy, it could be Ms. Owens blocking all communications to Plaintiff. Per 28 CFR 35.160(a)(1), "A public entity shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others." How is it DHA is unaware of that law? They are aware but show reckless indifference to how their illegal acts affect people including Plaintiff.

#### IV. PRIOR CASE IN THIS COURT IN SEPTEMBER 2021 1-21-cv-02431-GPG.

29. These are the same defendants as in the suit in Sept 2021 except DHA as an entity and the 504 Coordinator (504 Coord) at DHA have been added as ~~a~~-defendants. The relief requested in Plaintiff's complaint in September 2021 identified on the 11th page, is as follows:

#### V. Relief Requested:

A. Specific performance in having the agency maintain Plaintiff's housing benefits.

B. If the cancellation acts of defendants result/resulted in the termination of funds from Michigan, Plaintiff requests the court to order them to get those back from Michigan or replace them. [Plaintiff moved to Denver from Michigan in Oct 2020.]...Plaintiff needs the court to order the cooperation and coordination by the housing office to effectuate this.

C. Plaintiff needs a permanent injunction against defendants pursuing actions that would put Plaintiff's housing in jeopardy. Plaintiff requests an order such that no attempts at retaliation or coercion are pursued by the housing agency. That is specifically made a legal violation in 42 U.S.C. 12203.

D. Plaintiff requests a court order that the housing agency send mail to where Plaintiff receives mail and to send an email to Plaintiff so she picks up any correspondence in a timely way. [That was prior to the complicated email system which is shown at ~~Attach 7~~.]

E. Plaintiff requests that the court order defendants to pay any costs ~~due to the court~~ for this case and that they pay Plaintiff's expenses to include costs for printing, copies, and computer use and transportation to fedex, the court and the housing office. These are provided for in disability cases under 42 U.S.C. 12205.

### 30. **JOINT STIPULATION OF DISMISSAL WITH PREJUDICE**

Signed by Plaintiff and attorney of DHA for defendants on September 16, 2021  
contains the following:

In the first paragraph, each party to pay their own expenses.

1. Within one (1) business day Plaintiff will be reinstated to the Housing Voucher Program.
2. Within two days Plaintiff's landlord will be notified of Plaintiff's continued participation in the Voucher Program. [Defendants had notified Plaintiff's landlord they had canceled her housing voucher but hadn't told her.]
3. Within 10 business days, Defendants' 504 Coordinator (504 Coord) will respond to Plaintiff's letter dated May 2, 2021, by email at calatimore@gmail.com and by mail to 951 20th St. Box 2893, Denver, Colorado 80201. [plaintiff's former mailing address]  
[Plaintiff had read this to understand that in any coordination in the process that Plaintiff would receive through regular mail, and through email since Plaintiff does not normally pick up mail more than several times a month.]

## **V. RES JUDICATA AND COLLATERAL ESTOPPEL**

31. The stipulation getting Plaintiff back into the housing program was signed with prejudice but Plaintiff had no full and fair opportunity to look at anything at that time in terms of legal rights. Plaintiff was worried about imminently living in a tent. Plaintiff could not really process the whole thing that was going on.

32. "The basic distinction between the doctrines of res judicata and collateral estoppel, as those terms are used in this case, has frequently been emphasized. Thus, under the doctrine of res judicata, a judgment "on the merits" in a prior suit involving the

same parties or their privies bars a second suit based on the same cause of action.

Under the doctrine of collateral estoppel, on the other hand, such a judgment precludes relitigation of issues actually litigated and determined in the prior suit, regardless of whether it was based on the same cause of action as the second suit." *Lawlor v.*

*National Screen Service Corp.*, 349 US 322, 326 (1955). In Plaintiff's case, nothing was litigated or decided "on the merits" in the case in Sept 2021.

33. The crux of this suit came into Plaintiff's hands on Oct 6, 2021 in the form of an email to Nicole Matteo from Gina Holloway instructing her on July 14, 2021 to email certain documents to Plaintiff. **Attachment 8 4**. Plaintiff did not receive an email from Ms. Matteo on July 14, 2021 or any other time. *Plaintiff could not have put this complaint together prior to signing the stipulation on Sept 16, 2021*. At the time Plaintiff signed the stipulation, she didn't know what exactly had happened in terms of the voucher cancellation. It took time to work it out. Because Plaintiff was still numb from the cancellation, and then was preoccupied at the start of October 2021 in being told different amounts of what the rent was going to be between the housing office and Plaintiff's landlord. The Defendants' attorney emailed Plaintiff the documents she was supposed to have received on July 14, 2021 from Ms. Matteo. The same email where the subject line was given instructions to email it to Plaintiff also contained the information for Ms. Mattao to mail the information to Plaintiff's landlord so that it could be seen that he was supposed to have been told of the \$1,103, in spite of her landlord telling Plaintiff he was not aware of that information showing the rent as \$1,103 and said

he only knew it as \$1,200, he later admitted he received those documents that showed \$1,103 that the email showed Ms. Matteo was instructed to mail in the same email where she was told to email the documents to Plaintiff. At that time in early October 2021, Plaintiff was only noticing what was in the email related to the communication to her landlord. It was only in June 2022 that the Plaintiff, in the process of organizing files saw in the email from Holloway to Matteo that Matteo had been also instructed to *email* the package along with the annual renewal paperwork to Plaintiff. If Plaintiff had had those documents, she would have been able to sort out the rent reasonableness issue before the rent was due in October, and she would have had the papers needed to submit for FY 2022 voucher support on time, her voucher would not have been canceled, and there would have been no lawsuit last September. It sounds crazy that Plaintiff would not have noticed such a thing then, but Plaintiff was still numb from the events that had transpired and couldn't concentrate on anything at that time. Additionally, if you look at the email, visually it's very busy and distracting to look at. The Stipulation was supposed to solve everything but it didn't. It was all too much to handle.

34. Plaintiff had spoken with the DHA attorney and agreed with him it was fine with her to get a statement from her doctor. Plaintiff's doctor provided a statement indicating some of Plaintiff's limitations. Although Plaintiff has been in treatment for about two decades, she was quite stable having been taking the same medications for years.

35. DHA is trying to make getting accommodations into a high hurdle in conflict with regulations. In 28 CFR 35.108(a)(2)(i) the definition of 'disability' shall be construed

broadly in favor of expansive coverage, to the maximum extent permitted by the terms of the ADA. Per 28 CFR 35.108(d)(1)(ii) "The primary object of attention in cases brought under title II of the ADA should be whether public entities have complied with their obligations and whether discrimination has occurred, not the extent to which an individual's impairment substantially limits a major life activity. Accordingly, the threshold issue of whether an impairment substantially limits a major life activity should not demand extensive analysis."

36. ~~These actions and activities all happened after the stipulation was signed to include receiving the email Oct 6, that showed the same person who failed to email Plaintiff the information is the same person who canceled Plaintiff's voucher for not responding to what she didn't send.~~

## VI. FULL AND FAIR OPPORTUNITY TO LITIGATE PLAINTIFF'S CLAIMS

37. There were beautiful descriptions of the hardships and challenges in the lives of disabled people in *Tennessee v. Lane*, but the holding in the case won't apply to many of them. *Tennessee v. Lane*, 541 US 509 (2004) "Because we find that Title II unquestionably is valid § 5 legislation as it applies to the class of cases implicating the accessibility of judicial services, we need go no further. See *United States v. Raines*, 362 U. S. 17, 26 (1960)" *Tennessee v. Lane* at 531.

38. The Plaintiff in Tennessee was an individual who used a wheelchair and had to be carried upstairs to be able to attend a court hearing. The vast majority of cases in the

courts that Plaintiff has seen are about accommodations for users of wheelchairs and other mobility devices. Those who are mentally impaired individuals find it very difficult to try to interact with the court system. It's nice that the law allows attorney fees, but how many mentally disabled people can afford lawyers and where do the lawyers exist who want to gamble on getting attorney fees at the conclusion of this type of case?

Plaintiff made a number of unsuccessful efforts to obtain legal assistance before giving up. Plaintiff has a very strong tendency to repeat things—likely one of the reasons this complaint is long. Her memory doesn't distinguish whether she is reading something already read in the same document or if she is just remembering because she read the whole thing too many times. Also, Plaintiff is afraid not to be fairly comprehensive in her complaint, having seen many cases decided on the pleadings alone.

39. Plaintiff never had a full and fair opportunity to consider any claims at the time her voucher was taken away without her knowledge. Plaintiff's primary concern after that was getting back in the program. Defendants' attorney noted that in his 12(b)(6) motion. Plaintiff had confidence that since the letter Plaintiff sent Ms. Trujillo on May 2, 2021 was at that point known by others, surely it was just a matter of getting a doctor support letter, and her address was on the stipulation, so wasn't the housing department going to be using it? Plaintiff's brain was fried. She was numb. She only glanced at the stipulation. Plaintiff was 2 weeks from living in a tent on the street when it was signed.

40. "But one general limitation the Court has repeatedly recognized is that the concept of collateral estoppel cannot apply when the party against whom the earlier

decision is asserted did not have a "full and fair opportunity" to litigate that issue in the earlier case. *Montana v. United States*, *supra*, at 153; *Blonder-Tongue Laboratories, Inc. v. University of Illinois Foundation*, *supra*, at 328-329." *Allen v. McCurry*, 449 US 90, 95 (1980).

## VII. THE FOURTEENTH AMENDMENT TO THE UNITED STATES CONSTITUTION

41. The pertinent text of the Fourteenth Amendment provides:

"Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; *nor shall any State deprive any person of life, liberty, or property, without due process of law*; nor deny to any person within its jurisdiction the equal protection of the laws."

(Emphasis supplied.)

### Section 4, Privileges and Immunities Clause.

42. "Privileges or Immunities Clause, "Shellabarger relied on the statement of Mr. Justice Washington in *Corfield v. Coryell*, 4 Wash. C. C. 371 (CC ED Pa. 1825), which defined the privileges protected by Art. IV: "'What these fundamental privileges are[,] it would perhaps be more tedious than difficult to enumerate. They may, however, be all comprehended under the following general heads: protection by the Government;—'Mark that—'protection by the Government; the enjoyment of life and liberty, with the right to acquire and possess property of every kind, and to pursue and

obtain happiness and safety . . . ." Globe App. 69 (emphasis added)," quoting *Corfield v. Coryell*, 4 Wash. C. C. 371 (CC ED Pa. 1825)., at 380-381." *Monell v. NYC Dep't of Social Services*, 436, U.S. 658, 670 (1978). Life and liberty includes choosing where to get mail.

43. Section 5. "The Congress shall have power to enforce, by appropriate legislation, the provisions of this article." *City of Boerne v. Flores*, 521 US 507, 516-517 (1997).

municipalities through their official acts could, equally with natural persons, create the harms intended to be remedied by § 1, and, further, since Congress intended § 1 to be broadly construed, there is no reason to suppose that municipal corporations would have been excluded from the sweep of § 1. Cf., e. g., *Ex parte Virginia*, 100 U. S. 339, 346-347 (1880) (superseded by statute on different point); *Home Tel. & Tel. Co. v. Los Angeles*, 227 U. S. 278, 286-287, 294-296 (1913). One need not rely on this inference alone, however, for the debates show that Members of Congress understood "persons" to include municipal corporations.

44. "The extent to which procedural due process must be afforded the recipient is influenced by the extent to which he may be "condemned to suffer grievous loss," *Joint Anti-Fascist Refugee Committee v. McGrath*, 341 U. S. 123, 168 (1951) (Frankfurter, J., concurring), and depends upon whether the recipient's interest in avoiding that loss outweighs the governmental interest in summary adjudication." *Goldberg v. Kelly*, 397 U.S. 254, at 262-263 (1970). There is no doubt that grievous loss was intended for Plaintiff by the Conspirators in this case in 2021, and by Ms. Owens and Ms. Pineda in 2022 and there was no rational government reason for any of their actions. Same as

there is no reason for their actions in shutting down communications with Plaintiff this year.

45. In the case *Goldberg v. Kelly*, a person receiving welfare was being put out of that program and the agency was going to provide a hearing after the fact. The Court expressed that a person who needs the funds to live and might still be eligible will not be able to pursue their rights because their survival is at stake. So the Court determined in this type of situation, there must be procedural due process prior to termination of benefits. *Goldberg v. Kelly*, 397 U.S. 254, 264 (1970). "While post-termination review is relevant, there is one overpowering fact which controls here. By hypothesis, a welfare recipient is destitute, without funds or assets. . . . Suffice it to say that to cut off a welfare recipient in the face of . . . 'brutal need' without a prior hearing of some sort is unconscionable, unless overwhelming considerations justify it." *Kelly v. Wyman*, 294 F. Supp. 893, 899, 900 (1968)." *Goldberg* at 261. The individuals in the Voucher program staff terminating Plaintiff's voucher knew Plaintiff was otherwise destitute.

46. It was noted that anyone who qualifies receives benefits under that welfare program. The housing voucher program cannot accept the number of people who would qualify, but there are specific reasons which are permitted for a person's voucher to be terminated. Those include criminal activity and illegal drug use. Getting mail at a po box is not one of the reasons identified.

47. In *Mathews v. Eldridge*, 424 US 319, 325-326 (1976), on finding the case to be like *Goldberg v. Kelly* where welfare benefits were terminated prior to a hearing, both the district and appeals court found a pre-termination hearing was required and

Plaintiff's procedural due process rights were violated in that case. The Supreme Court disagreed. *Id.* at 326. The facts were different in that case, "[T]he agency (state agency coordinating distribution of Social Security Disability benefits) informed Eldridge by letter that it had made a tentative determination that his disability had ceased in May 1972. The letter included a statement of reasons for the proposed termination of benefits, and advised Eldridge that he might request reasonable time in which to obtain and submit additional information pertaining to his condition." Nothing of the sort happened in Plaintiff's case. She was completely blindsided and found out after the fact that her voucher had been canceled in 2021. "Procedural due process imposes constraints on governmental decisions which deprive individuals of "liberty" or "property" interests within the meaning of the Due Process Clause of the Fifth or Fourteenth Amendment." *Mathews v. Eldridge* at 332. " He (Mathews, Secretary of Health, Education and Welfare) recognizes, as has been implicit in our prior decisions, e. g., *Richardson v. Belcher*, 404 U. S. 78, 80-81 (1971); *Richardson v. Perales*, 402 U. S. 389, 401-402 (1971); *Flemming v. Nestor*, 363 U. S. 603, 611 (1960), that the interest of an individual in continued receipt of these benefits is a statutorily created "property" interest protected by the Fifth Amendment." *Id.* "This Court consistently has held that some form of hearing is required before an individual is finally deprived of a property interest. *Wolff v. McDonnell*, 418 U. S. 539, 557-558 (1974). See, e. g., *Phillips v. Commissioner*, 283 U. S. 589, 596-597 (1931)." *Id.* at 333. The "right to be heard before being condemned to suffer grievous loss of any kind, even though it may not involve the stigma and

hardships of a criminal conviction, is a principle basic to our society." *Joint Anti-Fascist Comm. v. McGrath*, 341 U. S. 123, 168 (1951) (Frankfurter, J., concurring).

48. "The fundamental requirement of due process is the opportunity to be heard "at a meaningful time and in a meaningful manner." *Armstrong v. Manzo*, 380 U. S. 545, 552 (1965). See *Grannis v. Ordean*, 234 U. S. 385, 394 (1914). Eldridge agrees that the review procedures available to a claimant before the initial determination of ineligibility becomes final would be adequate if disability benefits were not terminated until after the evidentiary hearing stage of the administrative process." *Id.*

49. "[O]ur prior decisions indicate that identification of the specific dictates of due process generally requires consideration of three distinct factors: First, the private interest that will be affected by the official action; second, the risk of an erroneous deprivation of such interest through the procedures used, and the probable value, if any, of additional or substitute procedural safeguards; and finally, the Government's interest, including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail. See, e. g., *Goldberg v. Kelly*, supra, at 263-271." *Id.* at 334-335. The first issue in Plaintiff's case is that the private interest of Plaintiff's from the action of terminating her voucher is that Plaintiff would be rendered homeless. They know how low her income is at 30% of the median income for Denver. Second, the risk of erroneous deprivation is high since there appears to have been a clandestine element at play in this case last year, and indifference and non-communication this year. Plaintiff got no notice whatsoever, prior or post voucher cancellation in 2021 and they were also not providing any in 2022. Ms.

Owens ~~knew~~ knew ~~right now~~ that she ~~is~~ was driving Plaintiff toward homelessness again. There needs to be some very strong screening processes established so that no employees can do this to someone ~~out of spite or revenge~~. without checks and balances. If Ms. Owens knew what they were doing in 2021 in canceling Plaintiff's voucher, she should have at least made a phone call to Plaintiff. Plaintiff received her voucher in 2007 and she's going to suddenly ignore signing a few papers and mailing her medical receipts? Ms. Owens believed that? That doesn't pass the smell test. And what happened to Ms. Trujillo after the case last Sept, and to Ms. Matteo? Did Ms. Owens reprimand them? fire them? promote them? just do nothing? There were essentially no financial or administrative burdens to be avoided by their actions. The PHA in Michigan was paying the co-pays for Plaintiff's voucher. There could be an effect of their escapades if they canceled the money coming from Michigan and now have to fund Plaintiff's voucher from Denver money. Otherwise, there is no difference for them. Devastation for Plaintiff and they are doing the same thing this year, except instead of a clandestine conspiracy, it's just Ms. Owens showing ~~either malice or~~ reckless disregard to the effects of her termination of her voucher for Plaintiff's disability. Perhaps it's because Denver did have to pick up the cost of Plaintiff's voucher that it would be expedient to get rid of her this year.

## VIII. CLAIMS

### CLAIM 1

50. **42 USC 1985(3) Conspiracy to interfere with Civil Rights; Depriving citizens of Rights and Privileges, Violations by Angie Trujillo and Nicole Matteo, as individuals and employees of DHA. \$500,000 damages claim for pain and suffering from each of them for their well-established participation in a conspiracy of deliberate intent to harm Plaintiff and they did harm Plaintiff.** P 42 U.S.C. Sec. 1985(3) is for individuals injured by conspiracies formed "for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws, or of equal privileges and immunities under the laws." *Carpenters v. Scott*, 463 U.S. 825, 827 (1983). This is what happened to Plaintiff by Ms's Matteo and Trajillo. They pretended to be taking their acts under color of law, but deviated enough that their purposes were made clear. Ms. Trujillo sent to Plaintiff's residence address, forms for the annual update, knowing full well, having been told verbally and in writing that Plaintiff does not receive mail at her residence. If she sent three times, surely mail was returned in at least one or all of those mailings. Ms. Matteo ignored instructions she was given to email the forms to Plaintiff, but then followed through on canceling Plaintiff's voucher when the forms that had not been sent to Plaintiff were not returned.

## **51. §1988. Proceedings in vindication of civil rights**

### **(a) Applicability of statutory and common law**

The jurisdiction in civil and criminal matters conferred on the district courts by the provisions of titles 13, 24, and 70 of the Revised Statutes for the protection of all persons in the United States in their civil rights, and for their vindication, shall be exercised and enforced in conformity with the laws of the United States, so far as such laws are suitable to carry the same into effect; but in all cases where they are not adapted to the object, or are deficient in the provisions necessary to furnish suitable remedies and punish offenses against law, the common law, as modified and changed by the constitution and statutes of the State wherein the court having jurisdiction of such civil or criminal cause is held, so far as the same is not inconsistent with the Constitution and laws of the United States, shall be extended to and govern the said courts in the trial and disposition of the cause, and, if it is of a criminal nature, in the infliction of punishment on the party found guilty.

### **(b) Attorney's fees**

In any action or proceeding to enforce a provision of sections 1981, 1981a, 1982, 1983, 1985, and 1986 of this title, title IX of Public Law 92–318 [20 U.S.C. 1681 et seq.], the Religious Freedom Restoration Act of 1993 [42 U.S.C. 2000bb et seq.], the Religious Land Use and Institutionalized Persons Act of 2000 [42 U.S.C. 2000cc et seq.], title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], or section 12361 of title 34, the court, in its discretion, may allow the prevailing party, other than the United States, a reasonable attorney's fee as part of the costs, ~~except that in any action~~

~~brought against a judicial officer for an act or omission taken in such officer's judicial capacity such officer shall not be held liable for any costs, including attorney's fees, unless such action was clearly in excess of such officer's jurisdiction.~~

~~**(c) Expert fees**~~

~~In awarding an attorney's fee under subsection (b) in any action or proceeding to enforce a provision of section 1981 or 1981a of this title, the court, in its discretion, may include expert fees as part of the attorney's fee.~~

52. It took some time, but Plaintiff finally understood what most likely caused the illegal behavior. When Plaintiff spoke to her housing representative, Ms. Trujillo, January 15, 2021 on the telephone Plaintiff directly after that made a memorandum that states: "She said I signed something saying that I would not use a po box because it is not permitted in the program." Plaintiff found this in the Denver Housing Admin Plan only identified under communication in request for accommodations. She asked to use po box as accommodation for disability because getting mail daily is stressful. She said she would send a letter or complete a form if she needed that. "This is NOT a letter, it's an accommodation for disability request". (attach 3) Said she will check with her supervisor..She was likely further offended from the letter Plaintiff sent her dated May 2, 2021, wherein Plaintiff cited the law indicating what DHA's responsibilities were in granting Plaintiff accommodations, and that these were unaffected by a statement incorporated by reference in one plaintiff signed upon moving to Denver that stated they would not send mail to a po box. (attach 2) Plaintiff was being in her mind 'direct' because that's how she is, she meant no offense. It happened Plaintiff was quoting the

section wherein HUD has to abide disability regulations. The ones for local and state entities are in the prior other sections but are essentially the same. This letter was discussed in Plaintiff's Submission of Evidence of Disabilities on Sept 26, 2022. In September 2021, it didn't appear Ms. Trujillo had ever informed anyone else at DHA about Plaintiff's letter. Ms. Trujillo knowingly sent voucher renewal documents to where she knew Plaintiff did not receive mail at her residential address. The first time Plaintiff told Ms. Trujillo she does not receive mail at her apartment was in an email dated Dec 19, 2020. (attach 8)

53. "We return to the petitioners' complaint to determine whether it states a cause of action under § 1985(3) as so construed. To come within the legislation a complaint must allege that the defendants did (1) "conspire or go in disguise on the highway or on the premises of another" (2) "for the purpose of depriving, either directly or indirectly, any person or class of persons of the equal protection of the laws, or of equal privileges and immunities under the laws." It must then assert that one or more of the conspirators (3) did, or caused to be done, "any act in furtherance of the object of [the] conspiracy," whereby another was (4a) "injured in his person or property" or (4b) "deprived of having and exercising any right or privilege of a citizen of the United States." *Griffin v. Breckenridge*, 403 U.S. 88, 102-103 (1971).

54. "To prove a conspiracy under § 1985(3), a plaintiff must show 'at least a combination of two or more persons acting in concert and an allegation of a meeting of the minds, an agreement among the defendants, or a general conspiratorial objective.'"

*Frasier v. Evans*, 992 F.3d 1003, 1024 (10th Cir. 2021) (citation omitted). "[A] plaintiff must allege specific facts showing an agreement and concerted action amongst the defendants....As we have explained: A plaintiff seeking redress need not prove that each participant in a conspiracy knew the "exact limits of the illegal plan or the identity of all the participants therein." "An express agreement among all the conspirators is not a necessary element of a civil conspiracy. The participants in the conspiracy must share the general conspiratorial objective, but they need not know all the details of the plan designed to achieve the objective or possess the same motives for desiring the intended conspiratorial result. To demonstrate the existence of a conspiratorial agreement it simply must be shown that there was "a single plan, the essential nature and general scope of which [was] know[n] to each person who is to be held responsible for its consequences." *Frazier* at 1024-25 (alterations in original) (citation omitted) ~~id.~~ at 1024-25 (alterations in original) (citation omitted). Since Plaintiff had not previously interacted with Ms. Matteo, she did not have a personal reason otherwise to want to remove Plaintiff's voucher other than an understanding with Ms. Trujillo..

55. On Sept 2, 2021, Plaintiff contacted Ms. Trujillo, who had been Plaintiff's contact since prior to moving to Denver in Oct 2020, to find out when she was going to send the documents to sign for FY2022. In an email Sept 3, 2021, Ms. Trujillo claimed she had sent those to Plaintiff's residential address three times after Plaintiff had told her multiple times, she does not receive mail there. Plaintiff had at least twice in writing asked Ms. Trujillo to email her if she were going to mail anything in paper mail and she did not do that. She was able to instantly email Plaintiff 10 pages that she had somehow felt

needed to be sent via paper mail when email would have been much simpler. That decision was illogical.

56. The whole moving to Denver paperwork was done by email and a few calls. Ms. Matteo, maybe on her own, or maybe at Ms. Trujillo's request, decided to 'help out' and it is the crux of circumstantial evidence valid to establish a conspiracy. Ms Matteo was instructed by email to email the needed documents to Plaintiff on July 14, 2021. She did not email Plaintiff. Then on Sept 1, 2021 she canceled Plaintiff's voucher for not returning the forms she failed to send via email as instructed. Each conspirator took at least two steps to ensure the voucher was terminated. Ms. Trujillo on Sept 3 gave plaintiff an erroneous email address for Ms. Matteo after saying Plaintiff needed to contact her about the cancellation. Plaintiff didn't find out until Sept 12, 2021 that the email to Ms. Matteo had been returned to Plaintiff's spam file due to it having been sent to an erroneous email address that had been provided by Ms. Trujillo.

57. Plaintiff's box at the apartment has a card inside stating the unit is vacant. Plaintiff had to retrieve a key the landlord put in there some weeks back and there was no mail in that box. Ms. Trujillo would like us to believe that each of three times mail was undeliverable that the postal worker put it in the trash instead of returning to sender.

58. When Plaintiff did not get a response to the May letter, Plaintiff thought it was because Ms. Trujillo had verified that Plaintiff's understanding of the law was correct.

59. "[A]n important indication of congressional intent to speak in § 1985 (3) of *all* deprivations of "equal protection of the laws" and "equal privileges and immunities under the laws," whatever their source. The approach of this Court to other

Reconstruction civil rights statutes in the years since *Collins* has been to "accord [them] a sweep as broad as [their] language." *United States v. Price*, 383 U. S. 787, 801; *Jones v. Alfred H. Mayer Co.*, 392 U. S. 409, 437." *Griffin* at 97.

## CLAIM 2

### First Amendment Free Speech violation

60. THE RIGHT TO FREE SPEECH, THE FIRST AMENDMENT IN THE BILL OF RIGHTS: PLAINTIFF WAS PUNISHED BY TAKING AWAY PLAINTIFF'S HOUSING VOUCHER WHICH ENABLES HER TO AFFORD PAYING RENT IN DENVER. The initial step in the conspiracy was Ms. Trujillo taking offense at something Plaintiff said in a conversation on January 15, 2021 regarding her need for accommodations and a letter Plaintiff wrote on May 2, 2021. Plaintiff indicated she needed to have accommodations because she cannot get mail at her residence and further indicated the housing agency is legally required to grant Plaintiff the accommodations she needs. Her first goal in life is to try to keep her mental condition stabilized and for that she is forced to avoid triggers for excess stress. If it takes lawsuits to achieve her rights under disability law, Plaintiff has no choice but to pursue them. "Official reprisal for protected speech "offends the Constitution [because] it threatens to inhibit exercise of the protected right," *Crawford-El v. Britton*, 523 U. S. 574, 588, n. 10 (1998), and the law is settled that as a general matter the First Amendment prohibits government officials from subjecting an individual to retaliatory actions, including criminal prosecutions, for

speaking out, *id.*, at 592; see also *Perry v. Sindermann*, 408 U. S. 593, 597 (1972) (noting that the government may not punish a person or deprive him of a benefit on the basis of his "constitutionally protected speech"). ~~Some official actions adverse to such a speaker might well be unexceptionable if taken on other grounds, but when non retaliatory grounds are in fact insufficient to provoke the adverse consequences, we have held that retaliation is subject to recovery as the but for cause of official action offending the Constitution." *Hartman v. Moore*, 547 US 250, 256 (2006)~~ "When the vengeful officer is federal, he is subject to an action for damages on the authority of *Bivens*. See 403 U. S., at 397." *Id.* "In an action for malicious prosecution after an acquittal, a plaintiff must show that the criminal action was begun without probable cause for charging the crime in the first place; the inspectors see retaliatory prosecution under *Bivens* as a close cousin of malicious prosecution under common law, making the latter's no probable cause requirement a natural feature of the constitutional tort. See *Heck v. Humphrey*, 512 U. S. 477, 483-485, and 484, n. 4 (1994)." *Id.* at 258. "[C]ausation is understood to be but-for causation, without which the adverse action would not have been taken; we say that upon a prima facie showing of retaliatory harm, the burden shifts to the defendant official to demonstrate that even without the impetus to retaliate he would have taken the action complained of (such as firing the employee). See *Mt. Healthy*, 429 U. S., at 287 (superseded by statute on other grounds). If there is a finding that retaliation was not the but-for cause of the discharge, the claim fails for lack of causal connection between unconstitutional motive and resulting harm." *Hartman* at 260.

### CLAIM 3

#### 42 USC 1983 Civil action for deprivation of rights

61. "Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress." *Parratt v. Taylor*, 451 US 527, 532 (1981) (Text in Statute).

62. "Damages are also commonly available against state and local officials. In 1871, Congress passed the precursor to 42 U.S.C. 1983, imposing liability on any person who, under color of state law, deprived another of a constitutional right." *Tanzin v. Tanvir*, 141 S. Ct. 486, 491 (2020). There is no doubt that damages claims have always been available under [Sec.] 1983 for clearly established violations of the first amendment." *Id* at 492. Municipalities through their official acts could, equally with natural persons, create the harms intended to be remedied by § 1, and, further, since Congress intended § 1 to be broadly construed, there is no reason to suppose that municipal corporations would have been excluded from the sweep of § 1. Cf., e. g., *Ex parte Virginia*, 100 U. S. 339, 346-347 (1880) (reversed on other grounds); *Home Tel. & Tel. Co. v. Los Angeles*, 227 U. S. 278, 286-287, 294-296 (1913). (State cannot be liable when employee commits acts not within terms of their job) One need not rely on this inference alone, however, for the debates show that Members of Congress understood

"persons" to include municipal corporations. *Monell v. New York City Dept. of Social Servs.*, 436 US 658, ~~663~~ 685-686 (1978) ~~Monell at~~

"[W]e now overrule *Monroe v. Pape, supra*, insofar as it holds that local governments are wholly immune from suit under § 1983 *Monell v. New York City Dept. of Social Servs.*, 436 US 658, 663 (1978) "Local governing bodies, therefore, can be sued directly under § 1983 for monetary, declaratory, or injunctive relief where, as here, the action that is alleged to be unconstitutional implements or executes a policy statement, ordinance, regulation, or decision officially adopted and promulgated by that body's officers. Moreover, although the touchstone of the § 1983 action against a government body is an allegation that official policy is responsible for a deprivation of rights protected by the Constitution, local governments, like every other § 1983 "person," by the very terms of the statute, may be sued for constitutional deprivations visited pursuant to governmental "custom" even though such a custom has not received formal approval through the body's official decisionmaking channels." *Monell v NYC Dept of Social Servs*, 436 U.S. 658, 690-691 (1978).

64. "Monell reasoned that recovery from a municipality is limited to acts that are, properly speaking, acts "of the municipality" — that is, acts which the municipality has officially sanctioned or ordered." *Pembaur v. Cincinnati*, 475 US 469, 480 (1986).

"Monell's language makes clear that it expressly envisioned other officials "whose acts or edicts may fairly be said to represent official policy," *Monell, supra*, at 694, and whose decisions therefore may give rise to municipal liability under § 1983." *Id.* at 480. "To be sure, "official policy" often refers to formal rules or understandings — often but not

always committed to writing — that are intended to, and do, establish fixed plans of action to be followed under similar circumstances consistently and over time. That was the case in *Monell* itself, which involved a written rule requiring pregnant employees to take unpaid leaves of absence before such leaves were medically necessary."

*Pembaur*. at 480-481. *Pembaur* goes on to talk about "by that government's authorized decision makers." The authorized decision-makers aren't all at a high level. It appeared that employees at DHA allowed first line employees to cancel Plaintiff's voucher. There was an agency policy that enabled that decision to be made at that level, unless Ms. Owens was involved in which case she should be included in the conspiracy claim. Odds are good Ms. Owens has the authority, or if not her at least Mr. Nisivoccia does, to get rid of policies about not contacting program participants due to them not getting mail at their apartment, but since Plaintiff didn't get responses from letters she sent to Ms. Owens and the 504 Coord, which are obviously different offices, and Plaintiff was not sent the Contract Change Clause that increased her rent, it is clearly an agency policy with these being 3 different sections of the organization.

#### **CLAIM 4 First Amendment Privacy violation**

65. Denying Plaintiff's First Amendment privacy rights as concerns dragging her medical condition into the public record. Defendants had adequate knowledge of Plaintiff's disability from the statement her doctor provided. It was known that she was determined years ago to be disabled by the Social Security Administration. There was

never a reason to insist on putting Plaintiff's condition into the public record.. This an additional harm defendants have made against Plaintiff.

66. "Petitioners appealed, and the Court of Appeals for the District of Columbia Circuit affirmed. 207 U. S. App. D. C. 372, 647 F. 2d 197 (1981). As construed by the Court of Appeals, Exemption 6 permits the withholding of information only when two requirements have been met: first, the information must be contained in personnel, medical, or "similar" files, and second, the information must be of such a nature that its disclosure would constitute a clearly unwarranted invasion of personal privacy. *Id.*, at 373, 647 F. 2d, at 198." *Department of State v. Washington Post Co.*, 456 US 595, 598 (1982).

67. "After referring to the "great quantities of [Federal Government] files containing intimate details about millions of citizens," the House Report explains that the exemption is "general" in nature and seeks to protect individuals: "A *general exemption* for [this] category of information is much more practical than separate statutes protecting each type of personal record. The limitation of a 'clearly unwarranted invasion of personal privacy' provides a proper balance between the protection of an individual's right of privacy and the preservation of the public's right to Government information *by excluding those kinds of files the disclosure of which might harm the individual.*" H. R. Rep. No. 1497, 89th Cong., 2nd Sess., 11 (1966) (emphasis added)." *Dep't of State @* 599.

68. Similarly, the Senate Judiciary Committee reached a "consensus that these [personal] files should not be opened to the public, and . . . decided upon a *general exemption* rather than a number of specific statutory authorizations for various agencies." S. Rep. No. 813, 89th Cong., 1st Sess., 9 (1965) (emphasis added). *Department of State v. Washington Post Co.*, 456 US 595, 599 (1982).

69. "In sum, we do not think that Congress meant to limit Exemption 6 to a narrow class of files containing only a discrete kind of personal information. Rather, "[t]he exemption [was] intended to cover detailed Government records on an individual which can be identified as applying to that individual." H. R. Rep. No. 1497, *supra*, at 11. When disclosure of information which applies to a particular individual is sought from Government records, courts must determine whether release of the information would constitute a clearly unwarranted invasion of that person's privacy."

*Department of State v. Washington Post Co.*, 456 US 595, 602 (1982). Plaintiff here doesn't have a choice but to discuss her private mental health issues in the public record. There would be no way to seal the entire case and Plaintiff doesn't see what could be shielded by itself that would make a difference.

## CLAIM 5

### THE FOURTH AMENDMENT

70. "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated . . ." Text of the Amendment. Plaintiff has the right to protect her property, and that cannot happen if

Plaintiff gets mail at her residence, due to small boxes and no overflow boxes or provisions for any item that doesn't have space in the box so numerous pieces of larger mail and boxes for tenants are found in the entry way on a shelf or on the floor. Some have been stolen.

71. "Respondents seek to treat the relationship between a citizen and a federal agent unconstitutionally exercising his authority as no different from the relationship between two private citizens. In so doing, they ignore the fact that power, once granted, does not disappear like a magic gift when it is wrongfully used. An agent acting—albeit unconstitutionally—in the name of the United States possesses a far greater capacity for harm than an individual trespasser exercising no authority other than his own. Cf. *Amos v. United States*, 255 U. S. 313, 317 (1921); *United States v. Classic*, 313 U. S. 299, 326 (1941)". *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388, 391-392 (1971). Anyone functioning under color of law can give this same effect.

72. "For the Fourth Amendment protects people, not places. What a person knowingly exposes to the public, even in his own home or office, is not a subject of Fourth Amendment protection. See *Lewis v. United States*, 385 U. S. 206, 210; *United States v. Lee*, 274 U. S. 559, 563. But what he seeks to preserve as private, even in an area accessible to the public, may be constitutionally protected. See *Rios v. United States*, 364 U. S. 253; *Ex parte Jackson*, 96 U. S. 727, 733." *Katz v. United States*, 389 US 347, 351-352 (1967) (Congress codified Electronic Surveillance law not applicable

here). Plaintiff would not be able to protect any of her mail including medications if it is left in the lobby of her apartment building.

73. "That damages may be obtained for injuries consequent upon a violation of the Fourth Amendment by federal officials should hardly seem a surprising proposition. Historically, damages have been regarded as the ordinary remedy for an invasion of personal interests in liberty. See Nixon v. Condon, 286 U. S. 73 (1932); Nixon v. Herndon, 273 U. S. 536, 540 (1927); Swafford v. Templeton, 185 U. S. 487 (1902); Wiley v. Sinkler, 179 U. S. 58 (1900)." *Bivens* at 395-396

74. "[T]he Fourth Amendment does not in so many words provide for its enforcement by an award of money damages for the consequences of its violation. But "it is . . . well settled that where legal rights have been invaded, and a federal statute provides for a general right to sue for such invasion, federal courts may use any available remedy to make good the wrong done." Bell v. Hood, 327 U. S., at 684."

*Bivens* at 396.

75. If Plaintiff's property would go missing if she changes her postal delivery address to her apartment, are Defendants prepared to face liability for that occurrence? damages? Will Defendants argue on Plaintiff's behalf at Plaintiff's pharmacy to replace it if a prescription with a controlled substance goes missing due to being thrown in the building entryway if the box was full. Are Defendants prepared to pay for any property that goes missing? If the same property is no longer available, then damages can exceed the dollar value of the original item. ~~"That damages may be obtained for injuries consequent upon a violation of the Fourth Amendment by federal officials should hardly~~

~~seem a surprising proposition. Historically, damages have been regarded as the ordinary remedy for an invasion of personal interests in liberty. See *Nixon v. Condon*, 286 U. S. 73 (1932); *Nixon v. Herndon*, 273 U. S. 536, 540 (1927); *Swafford v. Templeton*, 185 U. S. 487 (1902); *Wiley v. Sinkler*, 179 U. S. 58 (1900)" *Bivens* at 395-396.~~

#### **Claim 6**

### **FUNDAMENTAL RIGHTS AND THE NINTH AMENDMENT**

76. "Congress enacted Title II against a backdrop of pervasive unequal treatment in the administration of state programs, including systematic deprivations of fundamental rights." *Tennessee v. Lane* at 524. Being able to get one's mail at the place most appropriate for them where they are able to secure their property is surely a fundamental right. "Due process of law thus conveys neither formal nor fixed nor narrow requirements. It is the compendious expression for all those rights which the courts must enforce because they are basic to our free society. But basic rights do not become petrified as of any one time, even though, as a matter of human experience, some may not too rhetorically be called eternal verities. It is of the very nature of a free society to advance in its standards of what is deemed reasonable and right. Representing as it does a living principle, due process is not confined within a permanent catalog of what may at a given time be deemed the limits or the essentials of fundamental rights." *Wolf v. Colorado*, 338 US 25, 27 (1949) (overturned on other grounds)..

77. Since there is no federal or state or executive agency law about where someone should get their mail that Plaintiff could find, other than people who are incarcerated,

there is no rational reason by DHA to remove the right for Plaintiff to protect her mail and is a violation of the Ninth Amendment. "To rely on a tidy formula for the easy determination of what is a fundamental right for purposes of legal enforcement may satisfy a longing for certainty but ignores the movements of a free society. It belittles the scale of the conception of due process. The real clue to the problem confronting the judiciary in the application of the Due Process Clause is not to ask where the line is once and for all to be drawn but to recognize that it is for the Court to draw it by the gradual and empiric process of "inclusion and exclusion." *Davidson v. New Orleans*, 96 U. S. 97, 104. The U.S. Supreme Court established in *Franklin v. Gwinnett County Public Schools*, 503 U. S. 60 (1992), that monetary damages are available in the implied private action. *Gebser v. Lago Vista Independent School Dist.*, 524 US 274, 281 (1998).

78. "The principles laid down in this opinion affect the very essence of constitutional liberty and security. They reach farther than the concrete form of the case then before the court, with its adventitious circumstances; they apply to all invasions on the part of the government and its employees of the sanctity of a man's home and the privacies of life. The defendants are convinced they are free to add requirements to federal disability law and they are not if they add restrictions keeping disabled persons from being protected by the statutes and Constitution.

79. It is not the breaking of his doors, and the rummaging of his drawers, that constitutes the essence of the offense; but it is the invasion of his indefeasible right of personal security, personal liberty and private property, where that right has never been forfeited by his conviction of some public offense, — it is the invasion of this sacred right which underlies and constitutes the essence of Lord Camden's judgment." *Weeks v.*

*United States*, 232 US 383, 391 (1914) quoting *Boyd v. United States*, 116 US 616, 630 (1886). Some of the impetus for enacting the Americans with Disabilities Amendments Act were the cases; *Sutton v. United Airlines*, 527 U.S. 471 (1999) (overruled by statute), and *Toyota Motor Manufacturing, Kentucky, Inc. v. Williams*, 534 U.S. 184 (2002) (overruled by statute). These were both cases in courts determining disability and otherwise/qualified issues. Neither of those are at issue in this case. But the perception of Congress was that courts were trying to screen out individuals from being given accommodations and the intention of the law was the opposite. The 504 Coord at DHA should be helping Plaintiff get accommodations, not fight against her ability to have them.

80. Where Plaintiff gets mail has absolutely nothing to do with the housing voucher program. ~~For seven years before her move to Denver, Plaintiff used a po box and it worked fine.~~ She is required to pay \$48/ea. 3 mo. to have a po box, and she has to walk .7 miles to check her mail. (& .7 mi. home for a total of 1.4 miles). Plaintiff knows why it matters to her, but can't fathom how it matters to DHA at all. This is a personal liberty right not available to the government. The rights not designated in the Constitution to either the state or federal statutes were left to the citizens in the Ninth Amendment. In the hearing on September 27, 2022, Ms. Owens thought for someone to sublet and use the mailbox means the tenant would be 'in on it.' Why would the person subletting the apartment tell the subletter the reason for the condition? Where do Voucher participants live if they are totally destitute if not in their Sec 8 apartment? On

pg. 10 of Defendants' 12(b)(6) Motion, it says, "PHAs often utilize the use of the subsidized address by non-Voucher participants (potential unauthorized occupants) as a basis for seeking termination of the Voucher participant." So when my son was in college and used his parent's address (Plaintiff) as his permanent address like probably 90% of students do, the PHA would want to throw her out of housing—even though Plaintiff's son did not live with her since he finished high school? That's ludicrous. It's all about denying people accommodations and trying to put people out of housing. This agency should have better goals than that.

#### **CLAIM 7**

#### **Discrimination and accommodations under the American with Disabilities Act and the Fair Housing Act**

81. The following is from the Department of Housing and Urban Development and the Department of Justice, May 17, 2004, Reasonable Accommodations under the Fair Housing Act: Item 6. on page 6:

What is a "reasonable accommodation" for purposes of the Act? A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability *to have an equal opportunity to use and enjoy* a dwelling, including public and common use spaces. [emphasis provided] Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. The Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling.

82. "Subject to the provisions of this subchapter, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." § 201, as set forth in 42 U. S. C. § 12132. *Olmstead v. LC*, 527 US 581, 589-590 (1999).

83. Title II's definition section states that "public entity" includes "any State or local government," and "any department, agency, [or] special purpose district." §§ 12131(1)(A), (B). The same section defines "qualified individual with a disability" as "an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity." § 12131(2). *Id.* Plaintiff was determined by the Social Security Administration to be unable to work has been participating in the voucher program for years and that meets the 'otherwise qualified' component of the test.

A good description of the law in obtaining damages is a law article in the blog 'Federal Cases'. "What do you have to show to get damages under title II of the ADA." by William Goren<sup>1</sup>, February 12, 2013.(website: understandingtheada.com) He

---

<sup>1</sup> Mr. Goren has always been very involved in bar activities, including but not limited to: founder, founding member, and was the first president of the National Association of Attorneys with Disabilities (NAAD); the Federal Bar Association Diversity Task Force; American Bar Association's Law Practice Management Section and its: client and marketing development committee, knowledge, strategy and productivity committee, and the legal technology resource center board; and the DeKalb County Bar Association. Previously, Mr. Goren has served on the Illinois Standing Committee on Disability Law, the Texas Bar Standing Committee on

describes a case, *Liese V. Indian River County Hospital District*, 701 F.3d 334, 337-341 (11th Cir. 2012) wherein a couple goes to the hospital one spouse is deaf, one has vision impairment, they have low level of education, are unable to do lip-reading and requested an interpreter but none was provided. The wife ended up having gallbladder surgery and didn't understand her medical situation.

The 11th Circuit opted for adopting the Supreme Court approach for deliberate indifference that is set forth in *Gebser v. Lago Vista Independent School District*, 524 U.S. 274 (1998). Under that case, deliberate indifference requires an official who at a minimum has the authority to address the alleged discrimination and to institute corrective measures on the organization's behalf and who has actual knowledge of discrimination in the organization's programs, and fails adequately to respond. *Liese* 701 F.3d at 349 citing to *Gebser*.

Goren article.

The Court in *Liese* rejected that an official could only be a high level person, saying "the purpose was to ensure that an organization was only liable for the deliberate indifference of a person whose action could fairly be said to represent actions of the organization." citing *Liese* at 350. So an official was someone with substantial supervisory authority within an organization's chain of command so that as regards a particular matter, that official had complete discretion at a key decision point in the administrative process. Even though many decisions are technically subject to higher review by higher authority, that would not be part of the normal decision-making process. *Liese* at 350. In *Liese* there was a doctor who knew of the need for the

---

Disability Issues Committee, and was a co-chair of the Civil Rights/Constitutional Law committee of the Chicago Bar Association.

interpreter because the patient getting surgery told him the day prior. He laughed and asked about her reading lips. Plaintiff told the doctor at least twice that she needed an interpreter and the doctor ignored requests. She wanted to know why surgery was on her stomach because she was having chest pain and there were a number of serious circumstances.. A juror could find the doctor was not meeting his communication requirement. The doctor had the authority to get an interpreter or an equivalent. The doctor never made an attempt to obtain a communication aid. That was deliberate indifference. Liese at 351-352.

Trujillo, Matteo, Owens, and Pineda all knew the plaintiff had a serious disability from the time she arrived in Denver. To get social security disability for brain impairment, commonly called mental illness, a non-visual disability, takes some pretty persuasive medical records.

Matteo and Trujillo had bad motives. Ms. Matteo can't argue it was agency policy that she not email something per instructions of her fellow worker who would appear to have some supervisory rank, and then penalize that person for not returning it. Ms. Trujillo would put on the agency or on Ms.Owens, because sending mail to a residence is her instruction. But Plaintiff doesn't know if she was told that rule applied even if you knew you were mailing to an invalid address. Ms. Trujillo didn't share Plaintiff's request for accommodation with anyone else in the company. Nothing stopped her from sending emails to inform plaintiff.

And in 2022, Ms.Owens and Ms Pineda knew that a negative decision on their part would render Plaintiff homeless. Ms. Pineda should have grasped that Plaintiff's

first doctor statement was adequate for accommodations. Ms Owens should have known the same thing. Not discriminating due to race, religion, disability etc. is put out all the time in various delivery methods. How can Ms. Owens head up the voucher program without knowing disability law and law concerning so many constitutional rights including race and religion etc.?.. She could have called Plaintiff to come pick up the forms. She was thinking the letter of the rule outweighed the real world situation. They both head up their own work activity. Ms. Owens is the Director of the Voucher Program and even though Plaintiff expects she reports to the Exec Dir., it's highly doubtful he reviews any of her work. It appears the 504 Coordinator works independent of everyone else. It doesn't appear anyone reviews her work. Neither Ms. Owens or Pineda can possibly think it's within the law to completely stop communicating?

All of the defendants knew Plaintiff had a serious disability. All of them could have precluded the loss of Plaintiff's voucher, Trujillo & Matteo in 2021 & Owens and Pineda in 2022. How do they explain to themselves that Plaintiff always, so far as she can remember said she "cannot." use the po box. How do they explain to themselves that Plaintiff spends money on the matter in Court, about \$136 in 2021, and somewhere between \$1,200-\$1,300 in 2022 so far? Why would someone perfectly capable of receiving mail where they live forgo that option if they could do it?

#### **42 USC 12201 Construction (f) Fundamental alteration**

84. Nothing in this chapter alters the provision of section 12182(b)(2)(A)(ii) of this title, specifying that reasonable modifications in policies, practices, or procedures shall

be required, unless an entity can demonstrate that making such modifications in policies, practices, or procedures..., would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations involved. Again, this statement means it is for DHA to defend the reason they declined, not for Plaintiff to defend in light of the information Defendants hold, and were told in Plaintiff's cover letter with her doctor statement it said more justification was in Plaintiff's complaint in the Sept case and in the letter of May 2, 2021 (~~1st attachment in that complaint~~).

85. There is no legitimate reason the 504 Coordinator and the Director of the Housing Voucher Program would not know disability laws and that a primary requirement is maintaining communications with participants. How could they function in their positions without such basic knowledge? Anyone working with the housing voucher program knows how difficult they are to get and the degree of loss to a program participant that occurred and was fortunately saved before the final ax fell. Ms. Trujillo and Ms. Matteo knew full well what they were doing was an egregious harm and did it together as a conspiracy or at least individually if the Court doesn't agree that there was a conspiracy.. ~~Ms. Owens and the 504 Coordinator for this year are acting with at least reckless indifference which still renders them liable to a violation of 42 USC 1983. "[W]e are content to adopt the policy judgment of the common law — that reckless or callous disregard for the plaintiff's rights, as well as intentional violations of federal law, should be sufficient to trigger a jury's consideration of the appropriateness of punitive damages. See *Adickes v. S. H. Kress & Co.*, 398 U. S. 144, 233 (1970) (BRENNAN, J., concurring and dissenting). *Smith v. Wade*, 461 US 30, 51 (1983). Therefore, the Court takes very~~

~~seriously the acts being committed by Ms. Owens and Ms. Pineda, even if their acts are not done with malice due to the reckless indifference shown to Plaintiff's living situation.~~

86. Denver Housing Authority, the director of the Housing Voucher Program, Loretta Owens, and Housing Voucher Program employees, (Sec 8) Nicole Matteo and Angie Trujillo know that Plaintiff is disabled. Plaintiff gets a disability deduction in determining her adjusted income annually and Plaintiff's sole income is Social Security Disability Income (SSDI). ~~Plaintiff is otherwise qualified for the Program, Plaintiff received her housing voucher in 2007 and the primary issue with Denver Housing is that they don't want to mail to the place where Plaintiff gets mail, which is at the post office in Denver.~~ For the seven years prior to moving to Denver, Plaintiff received her mail at a post office box in Michigan and there were no issues about it to the staff of the housing program there. (Plaintiff will focus her attention on getting either a statement or copies of mail from those time periods showing the po box address, after this amended complaint is filed. The phone number plaintiff had is now a fax line.) In times prior to that, Plaintiff lived in places where there was a locked space for mail too bulky for the box, and the last place before moving to Michigan, Plaintiff had a private porch and didn't need to use a po box even for larger box deliveries. Nov 2, 2021, in a letter to Loretta Owens, Plaintiff suggested an alternate method of communication in a letter to Ms. Owens offering to pick up any papers/documents from the receptionist at the Denver Housing Office if they call her. Plaintiff did not get a response.

87. "Thomas suggested the following accommodation alternatives to enable him to observe his religious beliefs: (1) maintain his route as a letter carrier and receive

Saturdays and Sundays off from work; (2) maintain his route as a letter carrier and have a substitute carry his route on Saturdays; (3) maintain his route as a letter carrier and have a part-time flexible or unassigned regular employee carry his route on Saturdays; (4) maintain his route as a letter carrier with all Saturdays off from work and be available to work on Sunday; and (5) maintain his route as a letter carrier, but only work four days a week." *Thomas v. National Ass'n of Letter Carriers*, 225 F. 3d 1149, 1153 (10th Cir. 2000). If there is a specific problem with the accommodations requested, the public entity should try to identify an alternative. See 29 USC 794a(a)(1) directing the parties to seek alternatives to the accommodations requested if needed. So when Plaintiff suggested an alternative, there was no valid reason not to respond. Plaintiff was following the law.

88. Per 28 CFR 35.160 A public entity shall take appropriate steps to ensure that communications with applicants, participants and members of the public are as effective as communications with others." There is no ambiguity in the law. Per 28 USC 35.164, [A] public entity has the burden of proving that compliance with this subpart would result in such alteration or burdens..." that they can forgo abiding it. There is no burden on defendants regarding where she receives mail. Under 28 CFR 35.130 General Prohibitions Against Discrimination, there are so many applicable statements to Plaintiffs situation, she cannot mention them all here. Per (a) No qualified individual with a disability shall on the basis of disability be excluded from participation or denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity." The point of the disability protections established in

the ADA of 1990, were doubly applied and recognized in the Americans with Disabilities Act Amendments in 2008.

89. Plaintiff told Loretta Owens when they spoke on the phone Sept 9, 2021 that she is not diagnosed as needing a po box. When you've read Plaintiff's reasons in her communications to DHA and complaint in the suit in 2021—the best summary is probably the complaint in the prior suit— anyone should say it makes sense. To act like it takes a medical degree and elaborate explanations is nonsense. The explanation of the statements in the 2021 suit are in the Evidence of Disabilities filed Sept 26, 2022.

90. 24 CFR 8.4(b)(1) "A recipient [of HUD money], in providing any housing, aid, benefit, or service in a program or activity that receives Federal financial assistance from the Department may not, directly or through contractual, licensing, or other arrangements, solely on the basis of handicap:...(iii) Provide a qualified individual with a disability with an aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement afforded to others." That means requiring Plaintiff to do what everyone else does is not equality. The public entity must act to provide the disabled person the ability to achieve the same result as others. In Plaintiff's case that is to send mail to her po box. In 24 CFR 8.6(a)(1)(i) Communications, "In determining what auxiliary aids are necessary, the recipient shall give primary consideration to the requests of the individual with handicaps."

91. Per 42 U.S.C. 12101(a)(5) Findings and Purpose.(5) individuals with disabilities continually encounter various forms of discrimination, including outright intentional

exclusion, the discriminatory effects of architectural, transportation, and communication barriers, overprotective rules and policies, failure to make modifications to existing facilities and practices, exclusionary qualification standards and criteria, segregation, and relegation to lesser services, programs, activities, benefits, jobs, or other opportunities;

~~(5) individuals with disabilities continually encounter various forms of discrimination, including outright intentional exclusion, the discriminatory effects of architectural, transportation, and communication barriers, overprotective rules and policies, failure to make modifications to existing facilities and practices, exclusionary qualification standards and criteria, segregation, and relegation to lesser services, programs, activities, benefits, jobs, or other opportunities;~~

92. Pub. L. 110-325, §2, Sept. 25, 2008, 122 Stat. 3553 (in the Statutory Notes in 42 USC 12101), provided that:

"(b) Purposes.-The purposes of this Act [see Short Title of 2008 Amendment note above] are-

"(5) to convey congressional intent that the standard created by the Supreme Court in the case of *Toyota Motor Manufacturing, Kentucky, Inc. v. Williams*, 534 U.S. 184 (2002) for 'substantially limits', and applied by lower courts in numerous decisions, has created an inappropriately high level of limitation necessary to obtain coverage under the ADA, to convey that it is the intent of Congress that the primary object of attention in cases brought under the ADA should be whether entities covered under the ADA have complied with their obligations, and to convey that the question of whether an

individual's impairment is a disability under the ADA should not demand extensive analysis."

~~93. If you see the package of forms this 504 Coordinator's office is sending out, it appears that the PHA sees their role is to screen people out, not help disabled individuals. Plaintiff can probably list on at least 5 pages irregularities they have in their package that is illegally adding to federal law. Even looking at the package they send is overwhelming.~~

#### **42 U.S.C. §12203. Prohibition against retaliation and coercion in the ADA**

##### **94. "(a) Retaliation**

No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this chapter or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter. Was requiring Plaintiff to pay an extra \$21/mo. retaliation?

##### **(b) Interference, coercion, or intimidation**

It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this chapter."

~~94.~~The whole shut down of communication since last fall is clearly in reaction to the Civil suit Plaintiff was forced to file in 2021. The Director of the Housing Voucher Program was offended that Plaintiff told her employees the law? that she named her in a

lawsuit? She has probably protected ~~them~~ her employees from any repercussions from their wrong-doing. She didn't seem to be the least bit bothered when Plaintiff told her about Ms. Trujillo's actions. Silence can be intimidation when the purpose is to exclude the disabled person and the person knows why they are being excluded.

95. ~~Besides the communication shut down, Ms. Owens has seemingly endorsed that Plaintiff is required to pay an extra \$21/mo since Dec in retaliation for prior suit and pursuit of equal rights. There is a chart of utility estimates for factoring estimates of utilities when a tenant is supposed to pay these directly to the utility company. For Plaintiff, all utilities except electric are paid to the landlord at \$54/mo. per Plaintiff's lease. The only number that should be estimated is electric since it is the only unknown. The amount of that is about \$35. If Plaintiff's rent and utilities exceed the payment standard, she is required to pay the difference. For 2022, the Payment Standard was \$1,304. Plaintiff's rent is \$1,200 & \$54/mo. is required to be paid with the rent for landlord provided utilities. So \$2,054 goes monthly to the landlord. When Plaintiff does the math and adds the estimate for the electric of approx \$35 that comes to \$1,286 which is not higher than \$1,304. The way they came up with \$1,325 total and saying the rent + utilities is over \$1,304 by \$21 is by pretending plaintiff doesn't have a required amount to pay to the landlord for most utilities and estimated all of her utilities. Plaintiff tried several times without success to get it corrected.~~

#### **42 USC §12133. Enforcement**

96. The remedies, procedures, and rights set forth in section 794a of title 29 shall be the remedies, procedures, and rights this subchapter provides to any person alleging

discrimination on the basis of disability in violation of section 12132 of this title. 42 USC 12133.

**§794a. Remedies and attorney fees**

97. (2) The remedies, procedures, and rights set forth in title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (and in subsection (e)(3) of section 706 of such Act (42 U.S.C. 2000e-5), applied to claims of discrimination in compensation) shall be available to any person aggrieved by any act or failure to act by any recipient of Federal assistance or Federal provider of such assistance under section 794 of this title.

(b) In any action or proceeding to enforce or charge a violation of a provision of this subchapter, the court, in its discretion, may allow the prevailing party, other than the United States, a reasonable attorney's fee as part of the costs. Ms. Owens failed to act when she should have connected with Plaintiff about the forms for housing for 2023 during the summer. Her failure to communicate with Plaintiff was a failure to do her job.

98. **42 USC §2000d-7. Civil rights remedies equalization**

**(a) General provision**

(1) A State shall not be immune under the Eleventh Amendment of the Constitution of the United States from suit in Federal court for a violation of section 504 of the Rehabilitation Act of 1973 [29 U.S.C. 794], title IX of the Education Amendments of 1972 [20 U.S.C. 1681 et seq.], the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.], title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], or the provisions of any other Federal statute prohibiting discrimination by recipients of Federal financial assistance.

(2) In a suit against a State for a violation of a statute referred to in paragraph (1), remedies (including remedies both at law and in equity) are available for such a violation to the same extent as such remedies are available for such a violation in the suit against any public or private entity other than a State.

**99. §1988. Proceedings in vindication of civil rights**

**(a) Applicability of statutory and common law**

The jurisdiction in civil and criminal matters conferred on the district courts by the provisions of titles 13, 24, and 70 of the Revised Statutes for the protection of all persons in the United States in their civil rights, and for their vindication, shall be exercised and enforced in conformity with the laws of the United States, so far as such laws are suitable to carry the same into effect; but in all cases where they are not adapted to the object, or are deficient in the provisions necessary to furnish suitable remedies and punish offenses against law, the common law, as modified and changed by the constitution and statutes of the State wherein the court having jurisdiction of such civil or criminal cause is held, so far as the same is not inconsistent with the Constitution and laws of the United States, shall be extended to and govern the said courts in the trial and disposition of the cause, and, if it is of a criminal nature, in the infliction of punishment on the party found guilty.

**(b) Attorney's fees**

In any action or proceeding to enforce a provision of sections 1981, 1981a, 1982, 1983, 1985, and 1986 of this title, title IX of Public Law 92–318 [20 U.S.C. 1681 et seq.],

the Religious Freedom Restoration Act of 1993 [42 U.S.C. 2000bb et seq.], the Religious Land Use and Institutionalized Persons Act of 2000 [42 U.S.C. 2000cc et seq.], title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000d et seq.], or section 12361 of title 34, the court, in its discretion, may allow the prevailing party, other than the United States, a reasonable attorney's fee as part of the costs., ~~except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity such officer shall not be held liable for any costs, including attorney's fees, unless such action was clearly in excess of such officer's jurisdiction.~~

**(c) Expert fees**

~~In awarding an attorney's fee under subsection (b) in any action or proceeding to enforce a provision of section 1081 or 1081a of this title, the court, in its discretion, may include expert fees as part of the attorney's fee. Whether or not Plaintiff obtains an attorney, she may need expert witnesses in light of the prolific non-understanding of mental disabilities in society. She should be provided these at defendants' costs.~~

**IX. DAMAGES & PRAYER FOR RELIEF**

100. ~~Plaintiff needs to receive the documents necessary to renew her housing for FY2023 as soon as possible. Within 7 days of receiving those, Plaintiff will return them and address any other concerns needed at that time.~~ Plaintiff returned the forms for FY2023 two days after receiving them. ~~It is unknown if defendants have done anything else negative to threaten the Plaintiff's voucher they need to immediately undo it. It's ok~~

~~to send email, though wait till Plaintiff opens a new email account. Her account was hacked. The password is changed but she is still not confident about the account. She will send info on her new account asap. And please call or text if anything is sent in postal mail. Plaintiff much prefers texts if possible. Plaintiff will try to check her box for mail at least twice a week.~~

Plaintiff should have all of her costs reimbursed by defendants, including attorney fees if she ever acquires an attorney in her case, and expert witness fees if applicable.

101. The DHA as an agency due to its established policies has created egregious circumstances for Plaintiff. Firstly the insistence that participants receive mail at their residence no matter how inappropriate, difficult or harmful that is. This requirement is put into a contract a participant must sign to get housing so it is indisputably an agency act. Not to mention willingness to go to court over the matter.

102. The package of papers being given to anyone requesting accommodations is disconcerting. From thinking a doctor should fill out seven pages of information (no doctor plaintiff has ever had would read 7 pages of anything.) and attest that the plaintiff, (already determined to be disabled by Sec.Sec Administration to be disabled), is to a legal certainty disabled. No doctor should be attesting anything to a legal certainty unless they also have a law degree. To give Plaintiff forms explaining to her what a disability is and what a major life activity is is completely without sense. Plaintiff is well aware what a disability is. She lives with it everyday. Working is a major life activity. Social Security would not pay Plaintiff if she were able to work. Having a 504 Coord is not to stand in place of the doctors at the Social Security Administration.

Plaintiff doesn't expect someone not well-versed in such things to understand how variable mental illnesses are and they are not likely to understand what mentally disabled participants need as help. DHA needs to learn something about mental disabilities. It is a DHA policy to give everyone who wants accommodations this set of papers. ~~Prior to trial, Plaintiff will do a complete breakdown of those and indicate why and how they don't make sense.~~

103. There is clearly an agency policy of not communicating at all with Plaintiff, in spite of many places in the law indicating their requirement to maintain communication and do so in a manner that works for Plaintiff. In the first instance at the beginning of Oct 2021 she wasn't sent an intended rent payment increase—something Plaintiff needs to know in order to pay more. Secondly a letter sent to Ms.Owens Nov 2, 2021 received no response, and thirdly in a letter to the 504 Coordinator, Ms. Pinada in January 2022. ~~Plaintiff did not get a response to a letter sent to her in January 2022.~~ also did not. This is quite clearly an agency policy if it is happening in numerous departments in the agency. Those policies have resulted in extreme harm to Plaintiff. Plaintiff was at least in a stable condition having taken the same medication for years until the issues with the housing agency moved in on her life. In June 2022 Plaintiff added another antidepressant. Plaintiff is looking for a place to get counseling. The only other time she had counseling was to deal with a death threat in 1990. Due to these violations made by the employees of DHA on behalf of policies of DHA:

104. Plaintiff requests damages from the agency in the amount of \$1 million dollars for wreaking havoc in plaintiff's life over a period of months since last September of 2021. She gets nauseous over the actions and inactions of DHA. She gets headaches regularly and got them very rarely in the past. She has a constant feeling of significant stress, like would be felt if you were looking at a height over a body of water and being supposed to jump in. It's like a constant fear—knots in the stomach. It surely doesn't look like it, but Plaintiff has had to put probably a couple hundred± hours reading law and trying to figure out how to write a complaint ~~without having~~ And in 2021 having it kicked back for a re-write while 2 weeks from living in a tent as happened last September was surprising in light of the circumstances.

If having a conglomeration of disabling conditions as Plaintiff has sounds incredible, it seemed that way also to Plaintiff. Therefore she had some testing done recently and realized it can all be under one umbrella of a particular disability, but it doesn't change what the effects are in terms of depression, anxiety, a mood disorder, ADD & OCD. (attach 9 letter of Dr. Major)

One might think someone who has all these conditions if they had them some more it wouldn't make a difference, but that is not correct. The increased negative effects can be significant even though not visible, the same way Plaintiff's disability is severe but not visible. However, they are both physical in nature.

105. *Exacerbation* of her disability has been significant. The matter has taken over her life and thoughts for a year. During the portion of the year DHA was in blackout mode the stress continued because it is a deliberate action designed for the purpose of

stressing Plaintiff. They were made aware of the nature of Plaintiff's disabilities and proceeded in trying to make Plaintiff worse in terms of mental and physical health and they succeeded.

In an article at [ncbi.nlm.nih.gov](https://ncbi.nlm.nih.gov) by Agnese Mariotti, "The effects of chronic stress on health: new insights into the molecular mechanisms of brain-body communication" When you experience a volume of stress that is destabiling or not manageable, a cascade of events happens including, "adrenaline and other hormones, and neuropeptides are produced...for instance increases in heart rate, breath frequency, glucose release". "In situations in which the stressor is overwhelming and cannot be resolved, stress becomes chronic...the systemic levels of the molecular mediators of stress remain high, compromising the immune system and damaging in the long-term multiple organs and tissues. "It has been shown that chronic stress is linked to macroscopic changes in certain brain areas consisting of volume variations and physical modifications of neuronal networks....studies in animals have described stress-related effects in the prefrontal cortex and limbic system, characterized by volume reductions of some structures, and changes in neuronal plasticity due to dendritic atrophy and decreased spine density. These alterations are similar to those found in the brains of depressed patients examined post-mortem" Other severe stress situations can result in atrophy of the basal ganglia and significantly reduced grey matter in certain areas of the prefrontal cortex. "The consequences of these alterations in a brain region can expand to other functionally connected areas, and potentially cause those cognitive, emotional and behavioral dysfunction that are commonly

associated with chronic stress, and that may increase vulnerability to psychiatric disorders." "[R]eceptors for the acute stress neuropeptides and hormones are broadly expressed in immune cells." "[Psychological stress can induce the acute phase response commonly associated with infections and tissue damage." Plaintiff has no doubt that the effect on her psyche has been one of chronic stress for the past year since this all began. Defendants may not have visualized Plaintiff's distress, but it went from the normal amount of stress that daily life offered to a constant overdrive state.

From the Harvard Medical School

(<https://www.health.harvard.edu/heart-disease/uncovering-the-link-between-emotional-stress-and-heart-disease>) they have identified a study that identifies a mechanism that links stress, artery inflammation, and subsequent risk of a heart attack.

In an article by Dariusz Kotlega, "The emotional stress and risk of ischemic stroke" "There is an evident association between both acute and chronic emotional stress and risk of stroke." (PubMed.gov, Neurol Neurochir Pol. 2016 Jul-Aug.)  
Those are the effects of chronic stress, for Plaintiff firstly orchestrated by DHA as an agency due to policies they have. Plaintiff's disability and condition has been ignored by all individuals in the program. We all know of situations where individuals in a group participate in bad or even in evil behavior because they are told to or because 'everyone' else is doing it. They know what is right but don't do what is right. Any of them involved at DHA know that Plaintiff losing her housing is the likely result of their

actions, but they bury their heads and act innocent. It shouldn't fool anyone. For the acts of Ms. Matteo and Ms. Trujillo, there is no doubt they orchestrated a plan out of malice to harm Plaintiff. Whether it is seen as a conspiracy, which it should be, but is at least in violation of 42 USC 1983 for them both. They acted with the deliberate goal of harming Plaintiff. But if someone is lulled by their innocent act, they participated in at least minimum reckless indifference to Plaintiff's welfare. Plaintiff should receive:

From Ms. Trujillo, \$500,000 for damages caused by the tort of illegally canceling Plaintiff's voucher that could potentially have left her homeless, and probably would have if Plaintiff had not filed a federal lawsuit. Whether this was accomplished by a conspiracy, a self motivated animus, a violation of the ADA or Fair Housing Act, if it was done as a part of any or all of these, she harmed Plaintiff.

From Ms. Matteo, \$500,000 for damages caused to Plaintiff due to her participation in the conspiracy with Ms. Trujillo where she was directed in an email to email the renewal forms to Plaintiff. She did not do that, but canceled Plaintiff's voucher for not returning the forms she had not sent to her. In spite of her not having skin in the game in terms of she didn't know Plaintiff and therefore could have had nothing against her, she involved herself presumably on Ms. Trujillo's behalf, and harmed Plaintiff.

Also the conspiracy claim is against Ms. Loretta Owens for \$500,000 if she was involved in canceling Plaintiff's voucher in 2021. ~~In which case Plaintiff requests damages in the amount of \$500,000 from her also.~~

And a fine of \$500,000 against anyone who might be found during discovery, who knew of the conspiracy and did nothing to stop it. If anyone is identified in discovery or otherwise, Plaintiff requests to amend her complaint to include such individuals. ~~Plaintiff requests additional damages of \$500,000 from each of these for pain and suffering if anyone culpable is identified.~~

~~Ms. Matteo and Ms. Trujillo should each pay Plaintiff \$500,000 in damages for violations of 42 U.S.C. 1983.~~

~~Ms. Trujillo should pay Plaintiff \$500,000 in damages for 42 U.S.C. 1983.~~

106. Plaintiff believes Ms. Owens and Ms. Pineda have been functioning in reckless disregard of the consequences of their actions in refusing to aid Plaintiff this year—even if that's what they think they are supposed to do per agency policy, and have set up the same circumstances as last year. We are all aware of how docile people have been in activities they are told to do by an 'authority figure' or to follow the rules. But individuals cannot throw away their own integrity to doing what's morally right—particularly if they are in an authority position themselves. But whether it's a scheme in a conspiracy or two players working in reckless disregard of the consequences of their actions, or two individuals who think they have to follow the agency guidelines, when they see they are harming a disabled person who should be getting their protection, the result is the same

for Plaintiff. These defendants acted with deliberate indifference to Plaintiffs health requirements. *Hope v. Pelzer*, 536 U.S. 730, 738 (2002). They were aware that Plaintiff had serious mental illness which made the risk of harm obvious. *Id.* One cannot obtain Social Security benefits if their impairment is not sufficiently serious. Mental harassment by way of threats to someone's ability to retain housing of someone who is mentally ill surely is recognized to be an unacceptable course of behavior. The resounding silence when the agency should be communicating is a form of on-going harassment. -She loses her voucher and becomes homeless- Plaintiff can't count the number of times her neck and back ache from sitting at the table typing. Plaintiff shouldn't be carrying around a feeling inside like she needs to flee from something.

Plaintiff requests damages from Ms. Owens and from for \$500,000 for violations of 42 U.S.C. 1983 in having shown callous/reckless disregard/indifference for the potential results of her illegal actions, including failing to communicate. Plaintiff has a phobia about calling anyone and prefers not talking on the phone at all. Those are the types of reasons the responsibility is put on the agency to maintain communications.

And from Ms. Pineda Plaintiff requests damages in the amount of \$500,000 ea-for violations of 42 U.S.C. 1983 for functioning as a roadblock to keep Plaintiff from being given accommodations rather than helping Plaintiff, someone who is seriously disabled.

107. **Specific performance** on the part of Executive Director David Nisivoccia, who has exhibited **negligence** in averting his attention from the negative acts happening under his nose.

~~A. Executive Director Nisivoccia needs to ensure all steps are taken to facilitate Plaintiff's housing voucher is recognized so she is situated to sign a lease with the landlord by mid August and proceed living in housing come October 1, 2022.~~

B. A. Plaintiff requests a permanent injunction to keep DHA from dictating where anyone gets their mail ~~and Mr. Nisivoccia needs to~~ and Plaintiff requests the court to retain jurisdiction in the event the court order is violated.

~~G. B.~~ An order to orchestrate having that requirement, of using a po box, is removed from any contractual agreements applicants or participants are required to sign and

~~B. C.~~ A mailing should go out to all program participants that using a po box is permitted. Plaintiff or anyone else shouldn't be having an annual battle that is resulting in year-round stress and pain and aggravation. There can come a time that Plaintiff has no fight left in her to stand for what's right. And her ability to have shelter should not be on the line on an annual basis.

~~E. D.~~ Mr. Nisivoccia needs to have developed a test for disability laws for anyone dealing with applicants or participants which is required to be passed with a perfect score. They can re-take the test as often as it takes for them to know disability laws, before they make any decisions or interact with any applicants or participants. Using disability statutes and regulations and key cases, form something like a 100 question multiple choice required test. ***"Training" never seems to work for this subject.***

F. E. Exec Dir. Nisivoccia needs to adopt a firm policy that under *no* circumstance do any employees terminate communications with applicants or participants and to do so will risk serious repercussions to include possibly job loss .

G. F. Exec Dir Nisivoccia needs to develop a policy for clearly putting employees' jobs on the line for the deliberate actions seen in the conspiracy to terminate Plaintiff's housing voucher in 2021 by Ms. Matteo and Ms. Trujillo.

H. G. It may be legal, but Plaintiff doesn't see why the Denver Housing Authority identified in their privacy policy "automatically collects...6. The Uniform Resource Locator of the site which a user visited prior to denverhousing.org." One expects dubious actions in a capitalistic society but doesn't expect it from a non-profit housing assistance program. Plaintiff requests defendants stop trying to find out what someone is doing prior to visiting your website. The executive director can also address this.

108. Correction should be made to the rent amounts between Plaintiff and DHA for 2022. Plaintiff's rent is \$1,200/mo. and additionally \$54/mo in utility costs paid to the landlord for utilities they pay. The only amount plaintiff pays directly to the utility company directly is her electric, which I think is estimated at \$32 ~~\$35~~/mo. on Defendant's utility chart. Plaintiff believes the payment standard for 2022 was \$1,304.  $\$1,200 + \$54 + \$32 = \$1,286$  ~~\$1,289~~ which appears to be lower than \$1,304, so Plaintiff would like an explanation of why your office is pretending Plaintiff pays all utilities separately herself such that you used estimated utilities for all of them coming up with \$21/mo. over the payment standard and have been charging the extra \$21 to the Plaintiff since December 2021. Plaintiff has pointed this out to the housing staff last

fall who don't want to look at the issue. Plaintiff requests to be refunded for any amounts she was overcharged because of this. Plaintiff has broached this subject with her new representative and it's possible this can be worked out without a court order, but that is unknown at this point.

109. Mr Nisivoccia should address the attitude of the organization toward landlords. Plaintiff needs DHA to act like they want to work with a company who has probably a couple hundred rental properties, and to aspire to be on good terms. Plaintiff has read that 40% of voucher recipients lose them because they can't find a place to live within the money limits. If a landlord is willing to work with a government program, and 97% of them were not when Plaintiff was trying to move from Michigan, then the Voucher Program needs to show landlords respect, including the respect of doing accurate rent reasonable evaluations (to include time of rental, consideration of the rental market, and realistic identification of similar units.). If the agency acts arrogant like they can tell landlords what they can do without even having the facts behind their attitude, 97% of landlords declining to work with government programs will go to zero. Plaintiff requests that DHA be required to treat her landlord with respect and provide a quality work product and negotiate to find an amount of rent that is fair to both. If DHA thinks they should insist a landlord take a significant amount lower than a market rate rent, they are hurting voucher holders in finding an acceptable place to live. Part of being fair is to make rent reasonable evaluations much closer to the rental time. In FY2022 it took very little time for Plaintiff to contact her landlord to find out what units virtually identical to hers had rented for. Plaintiff's situation is so simple it shouldn't take more than an hour

to add medical receipts and apply a few formulas. There's no reason to do that 3 months prior to the rental period.

There is a law in NYC making it illegal for landlords to not accept Sec 8 vouchers. Plaintiff has looked at the website of the organization that helps Plaintiffs receive legal assistance for those violations, Fair Housing Justice Center, 30-30 Northern Blvd. #302, Long Island City, NY 11101, Phone (212) 400-8201; fax (212) 400-8203.(fairhousingjustice.org). It is a non-profit civil rights organization dedicated to strengthening enforcement of fair housing laws. A law like this should be pursued like this by the Denver Housing Authority.

110. ~~And all~~ defendants have committed violations of the Americans with Disabilities Act, the Fourteenth Amendment including substantive due process, procedural due process and equal protections that Plaintiff has been deprived of, the First Amendment ~~for free speech and privacy~~, the Fourth Amendment for property rights, and the 9th Amendment for the People's rights—No one least of all the government should be dictating where anyone gets mail. All of these apply to all the defendants except First Amendment free speech violations ~~is~~ are only against Ms. Trujillo and Ms. Matteo.

111. The PHA is required by HUD to sign a Civil Rights Certification (**attach 910**), which calls out the primacy of all the civil rights protections beyond what is contained in the contract the organization signs for funding. Whether or not it lays out specific damages on that page, it provides the citations and since it's brought to their attention these are of particular importance, they are put on notice to check the damages if they have any doubts. Besides which you virtually cannot look at fair housing and other

statutes that they need to know to do their job without seeing clearly what is and is not permitted. Any citizen is expected to know the law whether or not they do. What is it about housing representatives that makes them different from anyone else? Plaintiff was staying in France and dropped out of school and it violated her VISA to remain in France, but it didn't seem like a big deal to Plaintiff and she remained several additional months. It's only in seeing how it is dealt with in the past couple years in the U.S. and Europe that Plaintiff has realized it might have been considered serious, a crime even. Plaintiff could have been charged with knowing that law and the consequences of violating it even if she didn't know in fact. Housing employees need to know the law and not violate it, and should be taught the consequences of violating it when they get the job, rather than have courts say the housing agency didn't know it would be a big deal in terms of deciding on damages.

112. Plaintiff requests that defendants be required to reimburse all the costs Plaintiff has spent on this litigation. Also, she requests attorney fees and expert fees if those come to be used in this case..And she requests monetary damages for the pain and suffering and exacerbation of her disabilities and for the physical harm the excess stress has had on Plaintiff's physical health. The harms aren't visible, but they are real. Just like her disabilities are not visible, but they are physical and they are real.

I verify under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief . Executed on October 12, 2022.

  
Carol Latimore

Oct 12, 2022  
Date

Plaintiff will deliver this Amended Complaint to the office of the defendants ~~the next business day after filing along with forms for waiver of service of summons.~~ at DHA on October 12, 2022.

Respectfully yours,



Carol Latimore  
1541 N. Marion St., #18628  
Denver, Colorado 80218  
239.537.5966  
calatimore.7@gmail.com

## **PUBLIC NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT**

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA) of 1990, Government Code Section 11135, and other applicable codes, the State of California Department of Rehabilitation (DOR) does not discriminate against qualified individuals on the basis of disability in admission to, access to, or operations of its programs, services, and activities.

The DOR provides programs, services, and activities that are readily accessible to and usable by individuals with disabilities including:

- Effective Communications - Upon request, the DOR provides appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the DOR's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.
- Modification to Policies and Procedures – The DOR will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in the DOR offices, even where pets are generally prohibited.

### **Employment:**

The DOR does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA and the Fair Employment and Housing Act. Discrimination complaints from the DOR's employees and applicants for employment will be handled in accordance with the established procedures of the DOR Office of Civil Rights. The DOR Office of Civil Rights can be reached at 721 Capitol Mall, Sacramento, CA 95814, Voice Phone (916) 558-5850, or TTY 1-844-729-2800.

### **Consumers:**

DOR consumer complaints and grievances will be handled in accordance with the provisions of the Rehabilitation Act of 1973 as amended. Information may be obtained from the DOR Consumer Information Handbook or Rights and Remedies, local Client Assistance Program Advocates, and/or your local Senior Vocational Rehabilitation Counselor.

Other questions, concerns or complaints regarding accessibility to the DOR's programs, services and/or activities may be forwarded to the DOR's ADA Coordinator, Chief of the Disability Access Services, 721 Capitol Mall, Sacramento, CA 95814, Voice Phone (916) 558-5755, TTY 1-844-729-2800, or e-mail [DASinfo@dor.ca.gov](mailto:DASinfo@dor.ca.gov).

The ADA does not require DOR to take any action that would fundamentally alter the

Caroll Latimore  
951 20<sup>th</sup> St. Box 2893  
Denver, CO 80201

*orig. sent  
5/4/2021  
Priority Mail*

May 2, 2021

Angie Trujillo  
Denver Housing Authority  
1035 Osage St.  
Denver, CO 80204

Dear Ms. Trujillo:

Reference our conversation on or around January 15, 2021 as pertains to me not getting mail at my residence.

I understand that a normal tenant who is not disabled may be held to the fact that a document which has been signed which references another document not contained therein but accords an acquiescence to the terms of the referenced document may be held to them. This is in response to your statement that I signed a document indicating I understood I cannot use a P.O. box, something I've never seen in a housing program. However, this is a different situation. It's my understanding that you received information indicating that my sole income is Social Security on account of being disabled and you were aware that I was disabled when you did the paperwork for my residency.

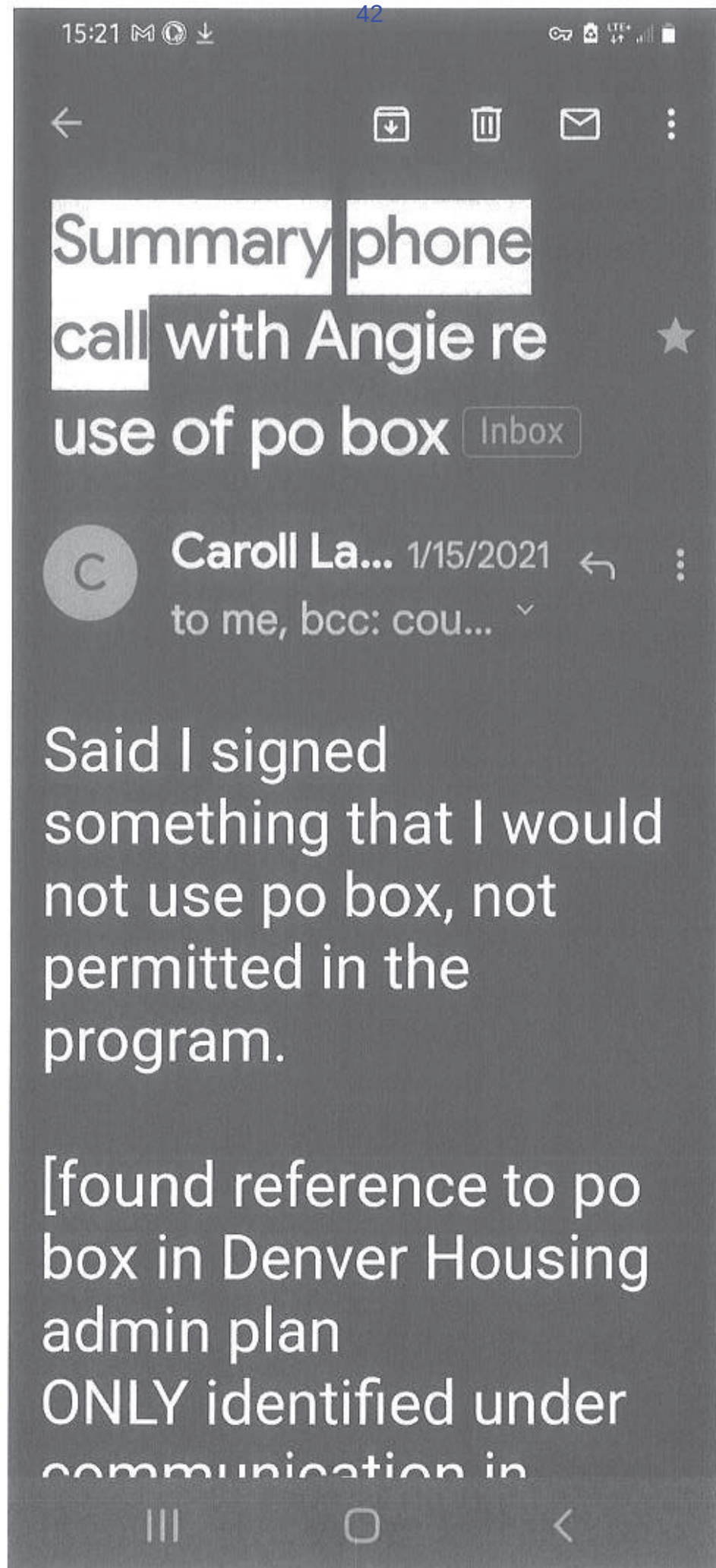
My disability is mental impairment. The general requirements of the agency are to abide 24 CFR Section 9.130, the General Prohibitions against Discrimination. Section 9.160 is Communications. It indicates that the agency will communicate with me in a way that works for me unless it is too burdensome or expensive. Per 9.160(a)(1)(i), "In determining what type of auxiliary aid is necessary, the agency shall give primary consideration to the requests of the individual." The agency has the burden of establishing that such a policy alteration would result in significant burdens or cost. I don't think this could be established for my request.

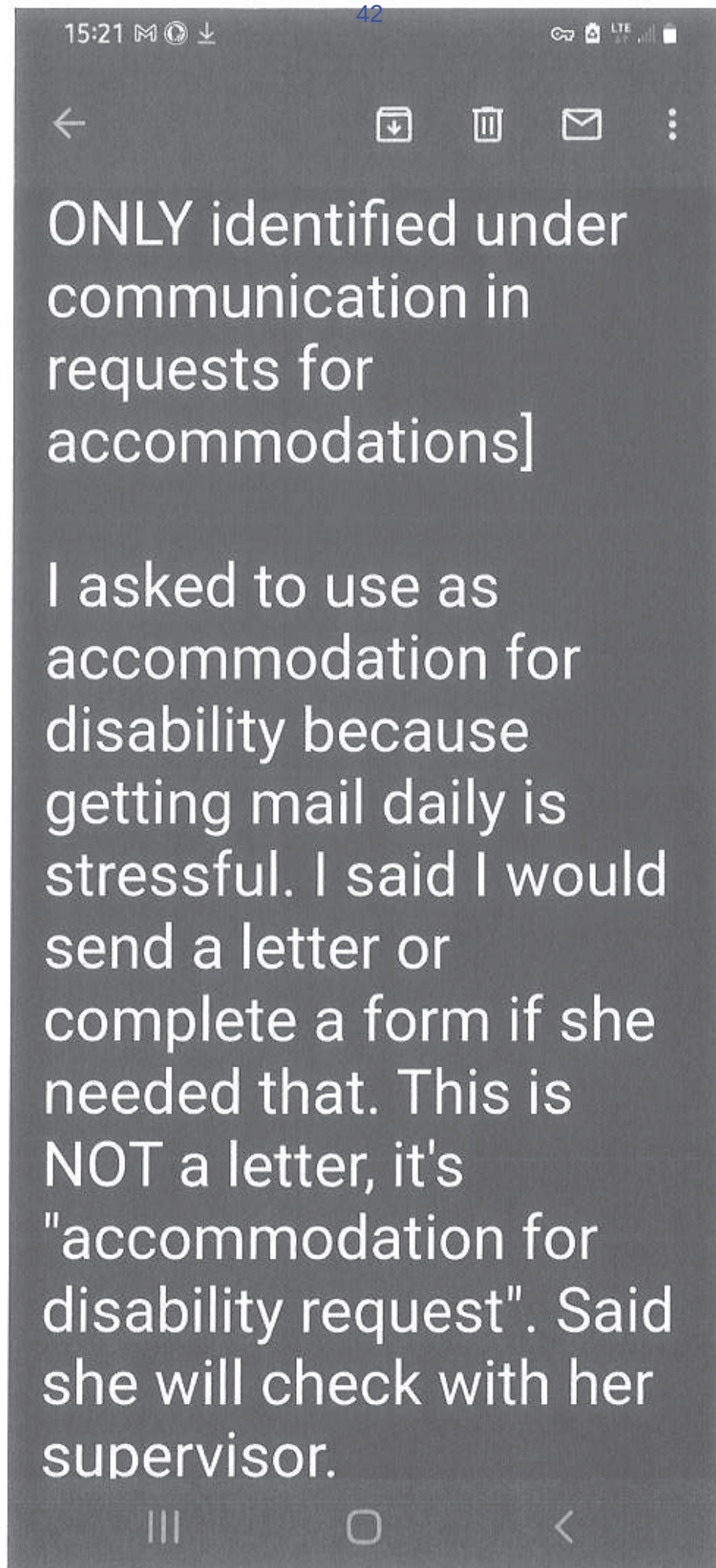
I have not received mail at my home address for years. It is too stressful and I cannot do it. I realize getting mail at home is not traumatic for most people, but for me it is. I only pick up mail from my box every few weeks. If you send something time sensitive to me, please send a note in email so I will go and pick it up in a timely way. Thank you.

Sincerely,



Carol Latimore





## Nicole Matteo

---

**From:** Gina Holloway  
**Sent:** Wednesday, July 14, 2021 10:26 AM  
**To:** Nicole Matteo  
**Cc:** Roxane Farnsworth; Leticia Arnopoulos  
**Subject:** Emailing: CAROLL ANN LATIMORE 10/1/21 ANNUAL/RIR  
**Attachments:** RIR.pdf; RR LETTER.docx; RR.pdf; R\_Rent Change Checklist.pdf  
  
**Importance:** High

Hello Nicole,

Can you please add the attached documents to the 10/1/21 annual for Ms. Latimore, and please mail the RR letter to the landlord with the contract change clause thank you.

Gina Holloway  
Certification Specialist II  
Denver Housing Authority P.O Box:40305 Denver, CO 80204-0305  
720-932-3029 (phone)  
720-932-3022 (fax)  
ghollo@denverhousing.org  
<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.denverhousing.org%2F&data=04%7C01%7Cnmatteo%40denverhousing.org%7Caf5869b01fd043cd4daf08d946e405d7%7C46e41ab929f346ec807a4cffc301%7C0%7C0%7C637618767451598020%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Iik1haWwILCJXVCi6Mn0%3D%7C1000&data=KXIEO%2F5FTeG2WKBDaK6BuYIJw1PJRWiUyADtdoipSuw%3D&reserved=0>

Please note: As part of the Denver Housing Authority's "Slow Steady Safe" approach regarding COVID-19, our offices remain closed to the public until further notice.

However, we are still working full-time and our goal is to serve you and address any needs/concerns!

The best way to contact us during this time is e-mails and phone calls. If you receive a voicemail message, please know that your call will be returned within 24 hours.

If you have not received a response within 48 hours, please e mail [Section8@denverhousing.org](mailto:Section8@denverhousing.org).

Please find helpful Links to forms such as Interim Decreases on our website at:  
<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.denverhousing.org%2F%2Fsection8%2FForms%2FPages%2Fdefault.aspx&data=04%7C01%7Cnmatteo%40denverhousing.org%7Caf5869b01fd043cd4daf08d946e405d7%7C46e41ab929f346ec807a4cffc301%7C0%7C0%7C637618767451598020%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Iik1haWwILCJXVCi6Mn0%3D%7C1000&data=mcqDjl1Ea3dS5qePdI55pXxDJiytda1v9dRytanJfUE%3D&reserved=0>

Your message is ready to be sent with the following file or link attachments:

RIR

Oct 6, 2021

Dear Ms Pineda,

Enclosed is the letter from my doctor supporting my need for accommodations.

My request & expression of need is expressed in May 2, 2021 letter & Complaint filed Sept. 7, 2021.

There is no additional information that can be provided by me or my doctor.

Sincerely,  
Call Lett more

CC: Gerritt Koser



DEPARTMENT OF VETERANS AFFAIRS  
EASTERN COLORADO HEALTH CARE SYSTEM  
1700 N. Wheeling St.  
Aurora, Colorado 80045  
(303) 399-8020

This letter was prepared for Ms Carol Latimore to disseminate to whomever deemed appropriate

To whom it may concern,

Ms Latimore has been under the care of this writer for service-related conditions since July 2021 and prior this, has been in consistent care. The nature of Ms Latimore's disability manifests as poor concentration/distraction, racing thoughts, procrastination, poor organizational skills, difficulty with completion of tasks, excessive worry, and impulsivity. When exacerbated, these symptoms can result in decreased functioning and execution of daily tasks. Due to the nature of these symptoms, I believe it is reasonable for Ms Latimore to have reasonable accommodations and equal opportunity from the housing program for which she is enrolled.

Sincerely,

A handwritten signature in cursive script, appearing to read "CNB", is written over a faint circular stamp.

Courtney Newby, PharmD, BCPP  
9/30/2021



\_\_\_\_\_(Agency)  
**Americans with Disabilities Act ("ADA") Title II (non-employee)**  
**Reasonable Accommodation/Modification in Public Services, Programs or Activities**  
**Request Form**

The \_\_\_\_\_(Agency) is committed to complying with the Americans with Disabilities Act ("ADA") and the Minnesota Human Rights Act ("MHRA"). The ADA Coordinator/Designee will review each request on an individualized, case-by-case, basis to determine whether an accommodation or modification can be made. **Please do NOT send copies of medical records. The Agency is not authorized to have medical records and is not qualified to interpret medical records.**

**General Information**

Date of Request: \_\_\_\_\_

**Person needing accommodation/modification**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Person making request (if different from person needing accommodation/modification)**

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to person needing accommodation/modification: \_\_\_\_\_

**Accommodation Information**

Date accommodation/modification is needed: \_\_\_\_\_

Address and/or room of accommodation/modification: \_\_\_\_\_

Type of accommodation/modification requested (please be specific): \_\_\_\_\_

How would you like to be notified of the status of your request?

☐ Phone ☐ Email ☐ Writing ☐ Other (specify): \_\_\_\_\_

If someone else has completed this form on your behalf and you want that person to be notified of the status of your request, please initial here: \_\_\_\_\_

6 a

All requests for accommodation/modification will be evaluated individually and a response to your request will be provided within one week of receipt.

☐ Check this box to sign this request form electronically:  
By checking this box, I agree my electronic signature is the legal equivalent of my signature.

Signature of Requestor \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**  
**RESPONSE TO REQUEST FOR ACCOMMODATION/MODIFICATION**

Date request received: \_\_\_\_\_

The request for accommodation/modification is **GRANTED**. Below is a description of the accommodation/modification:

The request for accommodation/modification is **DENIED** because:

- ☐ The requester does not meet the essential eligibility requirements or qualifications for the program, service, or activity, without regard to disability.
- ☐ The requested accommodation/modification would impose an undue burden on the agency; and/or
- ☐ The requested accommodation/modification would fundamentally alter the nature of the service, program, or activity.

Requester notified on: (date) \_\_\_\_\_ via: \_\_\_\_\_

Additional notes:

ADA Coordinator:

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## DISABILITY ACCOMMODATION REQUEST FORM

This form may be used by a citizen or guest of Opelika to request an accommodation for a city program, service or activity. The City of Opelika will provide a reasonable accommodation unless doing so will fundamentally alter the nature of the city's service, program or activity or impose an undue financial or administrative burden on the city.

Please submit this completed form 72 hours in advance of the public service, program or activity.

**Address:** City of Opelika, ADA Coordinator **or via Email:** ADA@opelika-al.gov

P.O. Box 390 Opelika, AL 36803-0390

### Person Requesting Reasonable Accommodation

Name of Requesting Individual: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone - Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

### Person Making Request (if other than person who needs the accommodation)

Name: \_\_\_\_\_

Relationship to person requesting accommodation: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone - Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

### State the City of Opelika service, program or activity that is the subject of your request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### What are the functional limitations (i.e., what activities does your disability limit?)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### I am requesting the following accommodation(s):

☐ Wheelchair Access or Mobility Impairment Accommodation

☐ Modification of Policy or Procedures

☐ Assistive Listening Device

☐ Written Material in Alternate Format

☐ Sign Language Interpreter

☐ Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### Please provide any additional details that may support or assist in the accommodation process:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you have any questions or require assistance with this form, please contact the Opelika ADA Coordinator at (334)-705-2083 or email at ADA@opelika-al.gov.



## **ATTACHMENT A: REQUEST FOR REASONABLE ACCOMMODATION FORM**

If you believe that you require a reasonable accommodation to access a program, service, or activity of the Capital Region Airport Commission (the "Commission") due to a disability, please complete and submit this form to the Commission's ADA Coordinator. If you have any questions, require assistance, or need alternative means to submit a request due to a disability, please contact:

Russell L. Peaden, C.M.  
Director Real Estate & Facilities and ADA Coordinator  
Capital Region Airport Commission  
1 Richard E. Byrd Terminal Drive, Suite C  
Richmond International Airport, VA 23250  
Tel: (804) 226-8520  
Fax: (804) 625-2610  
TTY: (804) 226-1437  
Email: RPeaden@flyrichmond.com

### **SECTION 1**

#### **Person Requesting Accommodation:**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

Email: \_\_\_\_\_

Preferred Method of Contact: \_\_\_\_\_

#### **Person Completing Form (If other than the concerned):**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

Email: \_\_\_\_\_

Preferred Method of Contact: \_\_\_\_\_

## This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

**AFFIRMATION**

I affirm that the above information is true and accurate to the best of my knowledge, information, and belief.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Sign and submit the completed REQUEST FOR REASONABLE ACCOMMODATION form by mail to Russell L. Peadar, C.M., Director Real Estate & Facilities and ADA Coordinator, Capital Region Airport Commission, 1 Richard E. Byrd Terminal Drive, Suite C, Richmond International Airport, VA 23250 or by fax to (804) 625-2610.

NOTE: Please be advised that the Commission is obligated to comply with the Virginia Freedom of Information Act. Furnishing of the requested information is voluntary, except that the failure to provide such information may result in the Commission being unable to process your complaint.



Colorado Parks and Wildlife  
**Americans with Disabilities Act (ADA)**  
**Reasonable Accommodations - Request for Services Form**

Mail to: Colorado Parks and Wildlife, Attn: Shalana Gray, 6060 Broadway, Denver, CO 80216 Or Fax to: (303) 291-7210 Or Email to: [shalana.gray@state.co.us](mailto:shalana.gray@state.co.us)

Colorado Parks and Wildlife is dedicated to supporting a welcoming, inclusive, and accessible environment for all visitors to our facilities and public lands. To request reasonable accommodations, please complete this form and return it at least 10 business days in advance. Reasonable efforts will be made to accommodate requests made less than 48 hours in advance of a scheduled program, activity or event.

**1. Participant/Requester Information**

Full Name (If minor, list name, address, telephone and email of parent or guardian):
--

Address:	Telephone or TTY*/Voice:
City/State/Zip:	Email:

Preferred Method of Contact: ☐Email ☐Phone ☐Call ☐Mail

**2. Reasonable Accommodation Request Details:**

Activity, Event, Program, or Service:	Event Date (if applicable):
---------------------------------------	-----------------------------

Location:
-----------

Requested Accommodation:
--------------------------

For further questions or assistance, please contact: Shalana Gray, Workforce Development and ADA Coordinator, at (720) 602-6422 or [shalana.gray@state.co.us](mailto:shalana.gray@state.co.us).

6d

## **Notice Under Title II of the Americans with Disabilities Act (ADA)**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Colorado Parks and Wildlife does not discriminate against qualified individuals with disabilities on the basis of disability in employment, admission or access to, treatment or participation in, or receipt of the services and benefits under any of its programs, services and activities.

To request an accommodation, alternative format of communication, and/or modification of policies and procedures in order to access Colorado Parks and Wildlife programs, services, events, and activities, please contact the Division's ADA Coordinator as soon as possible; preferably no later than 10 business days before the scheduled event, activity, program, or service.

### **Modifications to Policies and Procedures**

Colorado Parks and Wildlife will make reasonable modifications to policies and programs to ensure that individuals with disabilities have an equal opportunity to enjoy all of its programs, services and activities. For example, individuals with service animals are welcomed in the Colorado Parks and Wildlife offices and facilities, even where pets are generally prohibited.

Requests will be reviewed on a case by case basis. Colorado Parks and Wildlife is not required to take any action that would fundamentally alter the nature of its programs, services and activities, or impose an undue financial or administrative burden.

Colorado Parks and Wildlife will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids and services or reasonable modifications of policy or procedures. The Division will not reimburse any services contracted by the person with a disability.



October 21, 2021

Legal Department Direct Lines:  
720-932-3091 • FAX 720-932-3009

Delivered by U.S. Mail

Courtney Newby, PharmD, BCPP  
Department of Veterans Affairs  
Eastern Colorado Health Care System  
1700 N. Wheeling St.  
Aurora, CO 80045

Dear Courtney Newby, PharmD, BCPP:

This letter is in response to your patient, Carroll Latimore's (d.o.b. 08/20/1960) request that the Housing Authority of the City and County of Denver ("DHA") provide the accommodation of a sending copies of notices related to your participation in the Housing Choice Voucher/Section 8 Program to your P.O. Box.

Before I will make a determination regarding your patient's request the following issue(s) must be addressed and/or clarified:

We received your letter on October 12, 2021 (copy attached).

Ms. Latimore has stated that she cannot receive mail at her address and needs it to be sent to her P.O. Box. Please explain how her request is related to a disability.

---

---

---

Any other information you feel is appropriate for DHA to consider?

---

---

---

Attach 7

---

---

---

\_\_\_\_\_  
Signature of Health Care Provider

\_\_\_\_\_  
Date

Please provide a written response to the requested information and return it to me, 504 Coordinator, at Denver Housing Authority, 1035 Osage St., 11th Floor, Denver, Colorado 80204, or fax (720) 932-3009. You must provide this information within **ten (10) business days** of the date of this letter, or the request will be denied because of lack of information. If you have any questions please call me at 720-932-3091.

Sincerely,



504 Coordinator  
Mercedes Pineda

9/9/2021

Gmail - I think I forgot to give you my mailing address



Caroll Latimore &lt;calatimore@gmail.com&gt;

---

**I think I forgot to give you my mailing address**

2 messages

---

**Caroll Latimore** <calatimore@gmail.com>  
To: Angie Trujillo <atruji@denverhousing.org>

Sat, Dec 19, 2020 at 3:58 AM

it's 951 20th St, box 2893, Denver 80201.

hopefully you haven't already mailed anything to the residential address since it would be returned because I don't get mail here.

I'm not sure how often I will be checking mail. when I ride the bus a few days ago, 3 guys on the bus weren't wearing masks.

hope you are well!

---

**Caroll Latimore** <calatimore@gmail.com>  
To: Caroll Latimore <calatimore@gmail.com>

Thu, Sep 9, 2021 at 7:53 AM

[Quoted text hidden]



DEPARTMENT OF VETERANS AFFAIRS  
EASTERN COLORADO HEALTH SYSTEM  
1700 N. Wheeling St.  
Durango, Colorado 80633  
(303) 399-8020

(303) 399-8020 and press 2 Toll Free (866) 338-8262 and press 2 Dr. Major's office  
number 720-723-7406

SEP 15, 2022

CAROLL ANN LATIMORE  
PO BOX 18628  
DENVER, COLORADO 80218

Re: Veteran, Carol Ann Latimore, [REDACTED]

To Whom it May Concern

Veteran, Carol Ann Latimore, [REDACTED] (hereafter "Veteran") has been under my medical care since August 3, 2022. Veteran has mental health conditions that meet the diagnostic criteria of mental health disorders as set forth in the Diagnostic and Statistical Manual of Mental Disorders, 5th Edition (DSM-5) as published by the American Psychiatric Association. Her diagnoses include Asperger's Syndrome (under DSM-IV; now included is ASD Dx under DSM-5), with comorbid OCD and Attention Deficit Disorder, and Bipolar Disorder.


As Veteran's mental health provider, I am aware of the functional limitations caused by Veteran's mental health disorders, including emotional flares that can temporarily exacerbate symptoms and decrease function.

Veteran has informed me that packages that are mailed [REDACTED] at her current place of living are placed on shelf above the mailboxes and on the floor in the entryway. Her underlying conditions make the potential risk of having mail taken or misplaced a trigger for high anxiety and distress.

I encourage and recommend that your office to work with Veteran to develop an Accommodation of permitting her mail to be sent to a Post Office Box, in order to help ensure that the Veteran's mental health needs are met.

Veteran has been compliant with attending her appointments as scheduled and has been compliant with Veteran's Mental Health Treatment Plan.

Sincerely,

  
Dr. Alice Major, Psychiatrist  
Colo License # DR0056202

9

**Civil Rights Certification**  
**(Qualified PHAs)**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0226  
Expires 3/31/2024**Civil Rights Certification****Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning \_\_\_\_\_ in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

PHA Name \_\_\_\_\_

PHA Number/HA Code \_\_\_\_\_

I hereby certify that all the statement above, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director: \_\_\_\_\_

Name of Board Chairperson: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.