

1 *Community Development, et al.* in the Alameda County Superior Court, Case No. 22CV012263
2 (“the ACCE Lawsuit”). The ACCE Lawsuit concerns HCD’s administration of the California
3 COVID-19 Rent Relief Program. The Petition alleges that HCD’s administration of the Program
4 violated due process, discriminated against applicants based on race, color, or national origin,
5 violated the duty to affirmatively further fair housing, and that HCD violated the California Public
6 Records Act. Respondents filed an Answer denying all of these allegations. The SAJE Lawsuit
7 and the ACCE Lawsuit are collectively referred to as “the Lawsuits.”

8 4. The Parties participated in a settlement conference with Justice Alison Tucher
9 between March 13, 2023 and March 18, 2023. Following negotiations by and among all Parties
10 through each party’s counsel of record, the Parties agreed on and signed a Binding Settlement
11 Term Sheet Agreement on March 19, 2023. Pursuant to the terms of that Term Sheet Agreement,
12 the Parties now enter into this Agreement in a good faith effort to avoid the uncertainty and
13 additional expense of protracted litigation.

14 5. The Parties now wish to effect a complete resolution and settlement of the claims,
15 disputes, and controversies relating to Petitioners’ claims in the Lawsuits, and to resolve their
16 differences by settling such claims, disputes, and controversies under the terms set forth in this
17 Agreement.

18 **TERMS OF THE AGREEMENT**

19 **NOW, THEREFORE**, in consideration of the terms, covenants, conditions, agreements
20 and mutual “Recitals” stated above, and for other valuable consideration, the receipt and
21 sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

22 1. **Denial Notice Form**

23 1.1 HCD shall send a new Denial Notice (“Denial Notice”) that is substantially the
24 same in form and substance as the template denial notice letter attached hereto as Exhibit A, to
25 applicants who (i) never received a written notice of denial; (ii) received a denial determination in
26 the 30 days prior to the July 7, 2022 injunction such that the decision had not become final on the
27 date the injunction was entered; or (iii) received a determination but currently have an appeal
28 pending (applicants referenced in (i), (ii) and (iii) are collectively defined as the “Pending

1 Applicant Pool”). Denial Notices shall be issued by email to the applicant and any third-party
2 advocates listed on the application, sent via USPS, and be posted on the application portal. Denial
3 notices will be sent as attachments to emails, but in order to ensure that notices are accessible to
4 applicants, the body of the email will contain (1) the name of the applicant (2) the rental property
5 address (3) the decision regarding the application (approved, denied, partially approved) (4) basic
6 information about the appeal process including the deadline to appeal and (5) contact information
7 for the LPN.

8 1.2 Denial Notices shall be provided to applicants both in English and in any other
9 language specified by the applicant as his/her primary language and include a Babel Notice.

10 1.3 To facilitate expedited resolution of pending cases while the Denial Notice and
11 process are being updated in accordance with the above, Program staff shall conduct outreach to
12 pending applicants to inform them of any inconsistencies in their application and provide them
13 with Local Partner Network contact information for assistance. Pending cases where the applicant
14 has indicated risk of eviction shall be prioritized for outreach.

15 2. **Non-Tenant Documents, Including Landlord Documents**

16 2.1 For any denials of rental assistance based in whole or in part on documents from
17 landlords or other third parties, tenants shall be entitled to request copies of the documents relied
18 upon in connection with their appeals and shall be notified of such.

19 2.2 If the denial is based in whole or in part on a rental ledger submitted by a landlord,
20 upon the applicant’s request, HCD shall provide the applicant with HCD’s work-up of the
21 information submitted by the applicant’s landlord, including a breakdown of the amount of
22 monthly rent the landlord alleges that the applicant owes.

23 2.3 If the denial is based in whole or in part on non-ledger documents submitted by a
24 landlord (or other third party, as applicable), upon the applicant’s request, HCD shall reach out to
25 the landlord (or other third party, as applicable) to request consent to share such documents with
26 the tenant. If consent is granted, HCD shall provide tenants with redacted copies of documents. If
27 consent is not granted, HCD shall apply a presumption in favor of the applicant with respect to
28 any purported inconsistency.

1 2.4 In connection with a tenant-applicant's request for documents as set forth above, if
2 the denial is based in whole or in part on property ownership information obtained through
3 DataTree or another third party service, HCD shall only provide property ownership information
4 for the current property owner and may redact and/or exclude all historical property ownership
5 information, except that in cases where transfer of property ownership is relevant to the reason for
6 denial, HCD shall provide both information regarding the current property owner and, when
7 relevant, all prior owners during the period in question.

8 2.5 Once the documents are provided to the tenant, the tenant shall have 30 days to
9 supplement their appeal with additional information and/or documents.

10 3. **Local Partner Network**

11 3.1 The Parties agree it is important that the Local Partner Network ("LPN") is
12 sufficiently funded so as to support applicants in the pending applicant pool and to assist with
13 appeals. Specifically, HCD shall provide an initial \$8 million to the Local Initiatives Support
14 Corporation ("LISC") to fund the LPN organizations to provide assistance with appeals. If LISC
15 runs out of money to keep the LPN funded to provide this service, HCD shall provide additional
16 money to LISC in stages as needed, not to exceed a total of \$24 million (including the original \$8
17 million).

18 3.2 LISC shall select and subcontract the money to LPN organizations (which may
19 include, but shall not be limited to, Petitioners ACCE and SAJE and their related affiliates), who
20 may additionally subcontract to other providers; provided that, it is understood and agreed that, in
21 connection with the selection of any new LPN organizations, LISC/HCD shall prioritize tenants'
22 rights organizations and/or legal service providers. Funding should be targeted primarily to
23 Southern California LPN organizations given the high percentage of applicants in that region in
24 the pending applicant pool.

25 3.3 The LPN should be fully in place prior to issuing any new Denial Notices and must
26 remain in place through the duration of the Program. For clarity, to ensure applicants receive
27 assistance through the appeals process, the LPN should remain in place and remain funded until
28 all applications are processed.

1 3.4 Because of the pending rent repayment deadline in the City of Los Angeles, HCD
2 shall endeavor to ensure that LPN organizations serving Los Angeles are prioritized as part of the
3 contracting process and shall use its best efforts to ensure that the applicants with Los Angeles
4 addresses are prioritized in the outreach, notification, and payment disbursement process.

5 3.5 HCD shall maintain a LISC call center, with a separate, dedicated call line and
6 number, and staffed by LISC call center representatives, who receive specific training and can
7 refer applicants to individual LPN organizations.

8 3.6 The dedicated call number for LISC, as well as a current and up-to-date list of all
9 LPN organizations, with email contact information, location information, and language ability for
10 each organization, should be prominently displayed on the Housing is Key website page. In
11 addition, HCD shall add a “task” notification within the application portal with a link to the HCD
12 webpage containing LISC and LPN contact information.

13 3.7 HCD shall ensure that LPN protocol reflects that, when a tenant calls the LISC
14 number and is connected with a specific LPN organization, the LPN organization is instructed to
15 follow-up by email with the applicant, notifying them which LPN they spoke to so that the
16 applicant may contact that organization in the future.

17 4. **Information Reporting**

18 4.1 Petitioners shall withdraw their existing PRA request (PRA ID: R002012-100721).
19 Petitioners confirm that they have no other open PRA requests to HCD.

20 4.2 Within thirty (30) days of the execution of this Agreement, HCD shall post the
21 following information/data on the Housing is Key website, which shall be updated on a monthly
22 basis:

- 23 • Total number of pending applications in each status category for the Pending
24 Applicant Pool.
- 25 • Total numbers of denials issued for the total pool of applicants and the percentages
26 of denials issued with demographic information (race and ethnicity) and by zip
27 code.
- 28 • Total number of pending appeals.

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- Total percentage of appeals denied or approved.

4.3 Within thirty (30) days of the execution of this Agreement, HCD shall provide the following information to Petitioners directly. This information shall be provided on a monthly basis thereafter or as soon as available:

- Total number of partial/complete denials under each eligibility category for the Pending Applicant Pool only, with demographic information (race and ethnicity), language breakdowns, and by zip code. This information will be accompanied by a disclaimer stating, “This data is not representative of the demographic and/or language make-up of the Program applicant pool or denied applicant pool as a whole and is only representative of the pool of applicants denied after [May 1, 2023].” If this information is disseminated to a third party, the disclaimer must also be provided to the third party along with the information and a notification that the disclaimer shall accompany any further distribution of the information.
- Total numbers of denials issued for the total pool of applicants and the percentages of denials issued with language breakdown.
- The Program Accomplishments by Functional Area report that appears at the end of the Horne Invoices shall be provided monthly or as made available to HCD (including all elements in the November 2022 invoice, i.e., including eviction call data), to be kept confidential and viewed only by Petitioners’ attorneys and/or staff members determined in good faith by Petitioners to have a need to know. Any breach of this confidentiality provision may result in a forfeit of HCD’s ongoing information reporting.
- All official, written Program reports provided to the Legislature and to the California Department of Finance, to be kept confidential and viewed only by Petitioners’ attorneys and/or staff members determined in good faith by Petitioners to have a need to know. Any breach of this confidentiality provision may result in a forfeit of HCD’s ongoing informational reporting.

1 4.4 The following information shall be provided to Petitioners directly on a monthly
2 basis, unless there are no changes from the previously-provided information:

- 3 • Total number of people whose applications are not being processed due to lack of
4 funds, with demographic information (race and ethnicity), language breakdowns,
5 and by zip code.

6 5. **Timeline for Pending Applications**

7 5.1 Upon execution of the Agreement, HCD shall undertake good faith efforts to
8 implement the process changes and technical requirements set forth herein, and shall endeavor to
9 complete such changes within one (1) month of execution.

10 5.2 HCD shall send out Denial Notices for the Pending Applicant Pool in batches and
11 on a rolling basis, and shall undertake good faith efforts to send all such notices to that pool within
12 the first six (6) months after completing the changes described above in Paragraph 1, with the
13 majority of such notices being sent within the first four (4) months after completing the changes
14 described above in Paragraph 1. To ensure that the LPN is not overburdened with applicant
15 requests for assistance, HCD shall undertake good faith efforts to ensure that no more than 20,000
16 Denial Notices are sent out in any given week during this six (6) month period. HCD shall
17 undertake good faith efforts to implement a batch audit process to verify and quality-control check
18 each batch of Denial Notices before they are sent out.

19 6. **Duplicates**

20 6.1 For all applicants in the Pending Applicant Pool, all Denial Notices sent to this
21 group of applicants shall contain a “Duplicate” section, identifying, by ID number all application
22 IDs that have been marked as “duplicates” of the subject application, and notifying the recipient
23 that those IDs shall not be further processed. This language is set forth in the Denial Notice
24 attached hereto as Exhibit A.

25 6.2 In addition, all applicants in the Pending Applicant Pool shall receive a notice via
26 email and by posting in the application portal for each application ID that has been designated as
27 a “duplicate” by Horne. The notice will be substantially similar to the following:

28 *This email is about your application to the California COVID-19 Rent*

1 *Relief Program. We determined that your application ID number*
2 *_____ is a duplicate of application ID number _____.*
3 *Because we believe this application is a duplicate, we will not process it. If*
4 *you believe that this determination is in error, you can contact us at: [Insert*
5 *number].*

6 6.3 The telephone number included in the notice shall be for the general Horne Program
7 call center. The call menu shall include an option dedicated to “duplicate” inquiries (e.g., “If you
8 received a notice that your application was a duplicate and believe this is an error, press [#]”).
9 HCD shall ensure there is a dedicated team of call center representatives specifically trained on
10 how to handle such inquiries, and when the applicant selects the “duplicate” menu option, they
11 will be transferred directly to one of the members of such team.

12 7. **Prioritized Pending Applications**

13 7.1 HCD shall forward to Horne a list of tenant applicants, not to exceed 200, identified
14 by Petitioners for review on a rolling basis, and shall ensure that (1) Horne provides specific
15 information about the reason the application is not being approved similar to information in the
16 Denial Notice attached as Exhibit A, including specifying the documents or information leading
17 to delay of approval and what the tenant can do to address the problem (including permitting the
18 tenant to supplement her application with documents or information), (2) Horne provides the
19 contact information for a Horne troubleshooter who shall work directly with each tenant and her
20 designated advocate to facilitate the correct determination, with the understanding that such
21 troubleshooter shall have decision-making authority to approve the application or escalate the file.

22 8. **Recapture Process**

23 8.1 HCD shall issue a new notification of “Recapture” to every applicant it determines
24 or has determined to be subject to the recapture of rental assistance funds. The notice shall include
25 the following:

26 a. Language to support an appeal. This language shall mirror the introductory
27 language in the Denial Notice attached hereto as Exhibit A and shall include instructions to access
28 the LPN as well as multiple options for initiating the appeal (consistent with the appeal protocols
29 otherwise provided for in this Agreement).

1 b. Applicants shall be instructed in the notice that, once they have initiated an
2 appeal, they can request the specific facts and documents used to establish their recapture status,
3 with the ability to supplement the appeal once the supplemental information is provided.

4 8.2 Once an appeal is initiated, applicants shall be provided the specific facts and
5 documents that were used to establish their recapture status. For third-party documents, HCD shall
6 use the same protocols as established in the “Non-Tenant Documents” section of this Agreement.
7 Applicants shall be invited to amend their appeal after HCD has provided the recapture
8 information.

9 8.3 If the appeal is denied, the applicant shall be sent a new recapture notice with
10 options for voluntary repayment. Options shall include the opportunity to establish a repayment
11 schedule. The notice shall inform the applicant that, if they do not elect voluntary repayment,
12 HCD shall engage with the Franchise Tax Board to seek repayment. HCD agrees that it shall not
13 sell or transfer the purported debt to third-party debt collectors and it shall provide low-income
14 tenants at least three years’ time to repay any debt as a result of recapture, with efforts to avoid
15 causing financial hardship for these tenants.

16 8.4 If, in the course of the appeal, HCD determines that the applicant is ineligible for
17 the funds identified for recapture (or some portion of the funds identified for recapture) on some
18 basis other than that identified in the initial recapture determination, HCD shall notify the applicant
19 consistent with the notice protocols otherwise provided herein, and provide a forty-five (45) day
20 period in which the tenant may remedy any issues identified with her application. If after the forty-
21 five (45) day period, the recapture determination is confirmed, a new recapture notice shall be
22 issued with options for voluntary repayment, as above.

23 8.5 If the appeal is approved and the re-evaluation determines no recapture is required,
24 the applicant shall be notified that there is no recapture necessary, and the application shall be
25 deemed complete.

26 9. **Housing Stability Program**

27 9.1 In consideration for Petitioners’ compromise and settlement of claims related to the
28 ACCE Action, and to mitigate against the emergency caused by the COVID-19 pandemic and

1 resulting in housing instability statewide, HCD hereby agrees to provide up to five selected
2 Qualified Nonprofits, as defined below, with any ERA2 funds remaining in the Program after HCD
3 has processed all pending applications, issued decisions on all pending applications, and made any
4 resulting assistance payments, to be utilized by the selected Qualified Nonprofits to administer
5 housing stability payments that are not directly administered by HCD.

6 9.2 Petitioners shall choose no more than five (5) Qualified Nonprofits to receive and
7 administer any ERA2 funds remaining in the Program after HCD has processed all pending
8 applications, issued decisions on all pending applications, and made any resulting assistance
9 payments. The Qualified Nonprofits shall be subject to the approval of HCD, which approval shall
10 not be unreasonably withheld.

11 9.3 Any funds received by the Qualified Nonprofits shall be utilized to issue Housing
12 Stability Payments to tenants as authorized under federal law, with a priority for prospective rent
13 payments. The selected Qualified Nonprofits shall be subject to reporting requirements and related
14 terms consistent with the use of ERA2 funding. Prior to disbursement of funds, the nonprofits
15 shall submit proposed program operation procedures for review and approval by HCD. HCD's
16 approval shall not be unreasonably withheld, and the parties acknowledge that the intent is to create
17 a separate housing stability program that is not directly administered by HCD.

18 9.4 HCD shall inform Petitioners within one pay cycle when the final total of ERA2
19 funds are obligated for payment in order for Petitioners to begin putting together proposed program
20 procedures and identify Qualified Nonprofits. After approval of the program operation procedures,
21 HCD shall enter into a Standard Agreement with the Qualified Nonprofits chosen to administer
22 the funds.

23 9.5 The program shall be available statewide to eligible tenants, including tenants in all
24 Option A, B, and C jurisdictions, as defined by SB 91.

25 9.6 Under no circumstances shall funds received by the nonprofits be used to pay or
26 reimburse any personal or consumer debt such as credit card debt taken out to facilitate payment
27 of rent.

28 9.7 For the purposes of this section, the following definitions apply:

1 a. “Qualified Nonprofit” means a 501(c)(3) nonprofit organization in good
2 standing with the IRS, FTB, SAM, and CA AG (if an administering organization is fiscally
3 sponsored, its sponsor must be in good standing as well).

4 b. “Housing Stability Payments” are defined as payments for prospective rent
5 or other expenses intended to help keep households stably housed, including relocation expenses
6 (including prospective relocation expenses), such as rental security deposits, and rental fees, which
7 may include application or screening fees. They can also include reasonable accrued late fees (if
8 not included in rental or utility arrears), and Internet service provided to the rental unit.

9 10. **Partial Payments**

10 10.1 Payments for those applicants who are currently approved for only part of the rental
11 assistance requested (approximately 7,100 applicants) shall be authorized within thirty (30) days
12 of the parties reaching agreement on the content of the Partial Approval Notice or execution of
13 this Agreement, whichever comes later.

14 10.2 These applicants, as well as any applicants in the pending applicant pool who are
15 later approved for only part of the rental assistance requested, shall receive a notice, referred to as
16 the “Partial Approval Notice,” to be sent by email and USPS, and made available on the portal.
17 The Partial Approval Notice will clearly state that (1) the remaining funds have been denied, (2)
18 they may receive more information about the bases for denial through the appeals process, (3) an
19 appeal has been automatically opened for the denied portion and they shall be entitled to
20 supplement their appeal with additional documents and/or information, and (4) the Local Partner
21 Network can assist with the appeal process. This information may be contained on the face of the
22 Partial Approval Notice, subject to Petitioners’ review of the language and placement.

23 10.3 In connection with the appeal described in this Section, an applicant may seek
24 additional information regarding why the funds were denied, and upon receipt of that information,
25 may supplement the appeal with additional information and/or documents contesting the bases for
26 denial.

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1 11. **Supplemental Audit of March – May 2022 Denials**

2 11.1 HCD shall ensure that Horne conducts a supplemental audit of all applications
3 denied between March 2022 to May 2022 based on “non-responsiveness,” including cases where
4 a document was submitted or a tenant contacted Horne during the period they were deemed non-
5 responsive. In conducting the supplemental audit for “non-responsive” applicants, HCD shall
6 instruct Horne to prioritize its review using the same prioritization (by categories 1-9, attached
7 hereto as Exhibit B) that it utilized in conducting the initial audit, and shall use generally the same
8 audit procedures as those used in the initial audit.

9 11.2 In conducting this supplemental audit, Horne shall review the applicant’s file on an
10 applicant-by-applicant basis to confirm the denial determination previously made. The review
11 shall be conducted by a different Horne staff member than whomever conducted the initial
12 application review or the initial audit review.

13 11.3 For those applicants in this set who are determined to be eligible for funding, HCD
14 shall issue payment. For those applicants in this set for whom Horne is unable to confirm eligibility
15 but cannot confirm the initial denial, Horne shall automatically open an appeal, and send the
16 applicant a notice (to be sent by email and USPS, and made available on the portal) that clearly
17 states that (1) an appeal has been automatically opened for the subject application and they shall
18 be entitled to supplement their appeal with additional documents and/or information, (2) they may
19 contact Horne to receive more information about the bases for denial through the appeals process,
20 (3) they shall be contacted by a case manager or someone from Horne requesting additional
21 information, and (4) the Local Partner Network can assist with the appeal process.

22 11.4 In connection with the appeal described in this Section, an applicant may seek
23 additional information regarding why the application was denied, and upon receipt of that
24 information, may supplement the appeal with additional information and/or documents contesting
25 the bases for denial.

26 11.5 As Horne conducts the supplemental audit, HCD shall provide Petitioners with
27 periodic reports, consistent with existing case management cadence and not more frequently than
28 twice a month, identifying (1) the number of applicants whose denials were reversed and for whom

1 payment was issued, (2) the number of applicants whose denials were confirmed as accurate, and
2 (3) the number of applicants who were placed into the automatic appeal process, and the results of
3 that process.

4 11.6 HCD shall allow LPN organizations to request further review of applications on
5 which the LPN organizations assisted that were denied between March 2022 and May 2022
6 inclusive using the same process as described under “Prioritized Pending Applications.”

7 12. **Appeal Process**

8 12.1 The Program appeal process shall be enhanced and/or maintained as follows:

9 12.2 If an applicant attempts to appeal via a process other than through the appeal portal,
10 such as calling the main Housing Is Key call center, emailing a request to appeal, or directly talking
11 to their case manager, this must be noted in the applicant’s file and should serve as an official
12 record of appeal.

13 12.3 In addition, in such cases, HCD shall send a link to the appeal portal via a “task” in
14 the application portal, and via email to the applicant’s on-file email address. HCD shall implement
15 a mechanism that permits access to the appeal portal that disables the feature asking for email
16 address verification, or, if disabling such feature is not technically feasible, HCD shall additionally
17 permit verification via telephone call and/or text message, as an alternative to email. If none of the
18 above is technically feasible, HCD shall use good faith efforts to find an alternative method to
19 support appeals for applicants who have lost access to the email account used for their application.

20 12.4 If, upon appeal, a different ground for denial is identified, HCD shall issue a new
21 Denial Notice indicating such ground(s), with a new 30-day window to appeal.

22 13. **Language Access**

23 13.1 HCD shall undertake good faith efforts to ensure that all remaining applicants in
24 the Program are able to access the Program and application/appeal process in their indicated
25 preferred language, which the Parties agree shall be satisfied by: (1) ensuring the application and
26 appeal portals can be translated using Google Translate; (2) requiring Horne to focus on hiring
27 bilingual staff with a focus on the six (6) most commonly-used languages; and (3) ensuring all
28 email and paper communications shall be translated into the applicant’s designated preferred

1 language. The Parties understand and agree that HCD staff is not required to be bilingual. HCD
2 shall ensure that communications to applicants are professionally translated into the six (6) most
3 commonly-used languages.

4 13.2 The availability of language services and reasonable accommodations must be
5 prominently displayed and easy to find on the Housing is Key website, and must be clearly
6 communicated to applicants who call the call center.

7 14. **Application Portal**

8 14.1 Copies of any notices of approval, denial, duplicates, and appeals shall be made
9 available to tenants on the application portal.

10 14.2 HCD must ensure that applicants are fully able to add a third party advocate as an
11 additional contact for their respective files, who should receive copies of all notices and have full
12 access to view the applicant's portal. Attempted outreach to applicants should also be made to all
13 listed contacts.

14 15. **Call Center**

15 15.1 HCD shall reasonably endeavor to ensure that call center wait times for non-English
16 speaking applicants are not greater than for English-speaking applicants by having Home hire bi-
17 lingual call center staff in the six (6) most commonly-used languages.

18 15.2 HCD shall reasonably endeavor to ensure that call center wait times for tenant
19 applicants are not greater than for landlords, including by ensuring that all callers are placed in the
20 same queue, with their placement being determined solely by the time at which they called in, and
21 not the caller's status as a landlord versus a tenant.

22 15.3 Applicants shall be able to add additional contact information (email and telephone
23 numbers) to their application file through the call center, including for designated third-party
24 advocates.

25 16. **Use of Funds**

26 16.1 HCD shall notify Petitioners if and when it reasonably anticipates that it is within
27 two pay cycles (approximately 28 days) of running out of funding to obligate for rent relief. With
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1 such notice, HCD shall also provide a report to Petitioners with the number of pending applications
2 and the number of pending appeals.

3 17. **Implementation of Agreement/Compliance with Law**

4 17.1 HCD shall comply with all applicable law in its processing of rental assistance
5 applications under ERA, the Program and SB 91. For purposes of this Agreement, Petitioners
6 agree that HCD's compliance with Sections 1 through 16 of this Agreement shall be deemed
7 compliance with all applicable law related to those provisions. Without limiting the foregoing in
8 any way, Petitioners agree that compliance with the relevant portions of Sections 1 through 16 of
9 this Agreement is a complete defense against any claims related to HCD's compliance with
10 Sections 1 through 16, including but not limited to claims for failure to provide due process and
11 failure to accommodate applicant needs such as language access. Moreover, Petitioners agree that
12 the Agreement is a complete defense to all claims demands, causes of action, obligations, damages
13 and liabilities of any nature whatever, whether or not known, anticipated, suspected, or
14 claimed, based on any action or omission that is required by Sections 1 through 16 of this
15 Agreement. To the extent Petitioners believe that any post-Effective Date act or omission relative
16 to the processing of rental assistance applications under ERA, the Program and SB 91 is not
17 required by the Agreement and is not in compliance with any law that is not related to or
18 contemplated by Sections 1 through 16 of this Agreement, Petitioners shall contact counsel for
19 HCD to discuss thoroughly the substance of the alleged non-compliance and any potential
20 resolution. The Parties shall thereafter employ the dispute resolution procedure set forth in
21 Sections 22.1 and 22.2 of this Agreement prior to filing a lawsuit or taking other legal action. Any
22 claim based on any post-Effective Date act or omission is subject to all the limitations of Section
23 23, including waiver of claims that were or could have been made in the Lawsuits.

24 18. **Dismissal of SAJE v. HCD (Los Angeles Superior Court Case No.**
25 **22STCP012620)**

26 18.1 Within seven (7) days of the execution of the Agreement by all settling parties,
27 Petitioners shall file a Notice of Voluntary Dismissal with prejudice in the SAJE Lawsuit, Case
28 No. 22STCP01620, pending in the Superior Court for Los Angeles County.

1 19. **Attorneys' Fees**

2 19.1 Counsel for Petitioners shall be paid a total of \$1,100,000 in attorneys' fees,
3 payable to:

4 Western Center on Law and Poverty, attention Stephanie Surabian, 3701 Wilshire
5 Boulevard, Suite 208, Los Angeles, CA 90010.

6 19.2 HCD agrees to make all good faith efforts to procure and pay attorneys' fees within
7 sixty (60) days of execution of the Agreement.

8 19.3 The Parties agree that the source of funding for attorneys' fees is at HCD's
9 discretion.

10 20. **Notice of Dismissal**

11 20.1 Within seven (7) days of the execution of the Agreement by all settling parties,
12 Petitioners shall file a Stipulation and Proposed Order, attaching the fully executed Agreement, in
13 the ACCE Lawsuit with the Alameda County Superior Court.

14 20.2 Within five (5) business days after (1) entry of the Stipulation and Order described
15 in the paragraph above, or (2) payment of attorneys' fees to Petitioners, whichever is later,
16 Petitioners shall file a request that the Court dismiss the ACCE Lawsuit with prejudice and reserve
17 jurisdiction to enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

18 21. **Retention of Jurisdiction**

19 21.1 Pursuant to Code of Civil Procedure section 664.6, the Parties agree that the
20 Stipulation and Proposed Order referenced above in Paragraph 20 shall request that the Court
21 retain jurisdiction to enforce the terms of this Agreement until April 1, 2024, or 90 days after all
22 applications in the Program have been processed, including through appeals, whichever is earlier.

23 22. **Enforcement**

24 22.1 The Parties agree that this Agreement is binding and enforceable and shall be
25 admissible in evidence in any action or proceeding to enforce this Agreement, notwithstanding
26 any provisions of the Evidence Code to the contrary. Before filing any motion to enforce the terms
27 of the Agreement, counsel for the moving party shall contact counsel for the opposing party (the
28 "initial enforcement notice") to discuss thoroughly the substance of the contemplated motion and

1 any potential resolution. The Parties agree to attempt in good faith to resolve any such dispute,
2 first by mediation before a mutually agreed-upon mediator, with such mediation taking place
3 within 30 days of the initial enforcement notice provided by counsel, and if mediation is
4 unsuccessful within this window, the moving party shall be free to proceed with its contemplated
5 motion. Each Party shall bear its own costs relating to mediation under this Section and shall be
6 responsible for one-half of any mediation fee.

7 22.2 In order to facilitate informal resolution of any disputes that may arise, the parties
8 agree to meet, subject to the parties' scheduling availability and not during the weeks of May 8th
9 and May 22nd, every other week via zoom for the first 3 months after execution of this Agreement,
10 and monthly thereafter until all applications are processed. Petitioners will coordinate scheduling
11 the meetings and will provide an agenda for the meetings at least 48 hours prior to each meeting.
12 If there are no items on the agenda for a given meeting, the parties agree to forgo that meeting.

13 23. **Mutual Release of Claims**

14 23.1 Except as to the obligations created herein, Petitioners, on the one hand, and
15 Respondents, on the other hand, release and forever discharge each other, and each of their
16 respective predecessors, successors, assigns, appointees, Board members (in their official
17 capacities only), officers, controlling entities, employees, accountants, consultants, attorneys, and
18 agents from all claims, demands, causes of action, obligations, damages and liabilities of any
19 nature whatever, whether or not now known, anticipated, suspected or claimed, including
20 attorneys' fees (except for the fees HCD agrees to pay as referenced above in Section 19) and costs
21 (collectively, the "Claims"), which either Petitioners or Respondents ever had, now have, may
22 later have, or claim to have against another Party arising from actions or omissions preceding the
23 Effective date of this Agreement and based upon, described within, arising out of, or related to the
24 following: the claims and defenses that were made or could have been made in the Lawsuits.
25 Without limiting the foregoing, Petitioners agree that the Agreement is a complete defense against
26 any claim, demand, cause of action, obligation, damage or liability of any nature whatever, whether
27 or not now known, anticipated, suspected, or claimed based on any action or omission that is
28 required by Sections 1 through 16 of this Agreement. Provided, however, that the releases provided

1 herein shall not be construed as extending to, or impacting in any way: (a) the rights, claims or
2 defenses of the Parties relative to future requests under the California Public Records Act; (b) any
3 housing or public benefits program other than ERA, the Program or SB 91, all as defined herein;
4 or (c) the Parties' rights and obligations arising under this Agreement, including the Parties' rights
5 to enforce the terms of this Agreement.

6 24. **Waiver of Civil Code Section 1542**

7 24.1 The Parties understand and agree that all rights under Civil Code section 1542 are
8 hereby waived. Section 1542 of the Civil Code provides as follows: "A general release does not
9 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
10 favor at the time of executing the release and that, if known by him or her, would have materially
11 affected his or her settlement with the debtor or released party."

12 24.2 The Parties understand and acknowledge that in consequence of this waiver of Civil
13 Code section 1542, even if a Party should eventually suffer additional damages arising out of or in
14 connection with the released Claims, that Party will not be able to make any claim for those
15 damages. Furthermore, the Parties acknowledge that the Parties intend these consequences even
16 as to claims for damages that may exist as of the date of this release, but that the Parties do not
17 know exist, and that, if known, would materially affect the Party's decision to execute this release,
18 regardless of whether the Party's lack of knowledge is the result of ignorance, oversight, error,
19 negligence by any party, or any other cause.

20 25. **Contingency Upon Certification from the Department of Finance and/or State**
21 **Controller**

22 25.1 Petitioners acknowledge and agree that, pursuant to state laws and regulations
23 regarding the disbursement of public funds, this Agreement is contingent upon a certification of
24 available funds by the State of California's Department of Finance and/or the State Controller's
25 Office, if required.

26 26. **No Admission of Liability**

27 26.1 Execution of this Agreement does not constitute evidence of, and shall not be
28 construed to be an admission of fault, liability and/or wrongdoing by any of the Parties. Rather,

1 this Agreement is a settlement of disputed claims, and the Parties expressly deny any liability to
2 each other. The Parties acknowledge and agree that this Agreement is entered into in good faith
3 and has no purpose other than to compromise, settle, and extinguish the claims referred to herein.

4 27. **Representations and Warranties.**

5 27.1 The Parties to this Agreement, and the attached exhibits, represent, warrant, and
6 agree as follows:

7 a. Each Party to this Agreement represents and warrants that it has the full
8 right, power, legal capacity, and authority to enter into and perform its obligations under
9 this Agreement, and that no approvals or consents of any other persons or entities are
10 necessary in connection herewith, except as may be required in Section 25 above.

11 b. The Parties have each received independent legal advice from attorneys of
12 their choice with respect to the advisability of making this Agreement and the releases
13 provided herein. This Agreement is based upon such advice, after each Party's respective
14 independent attorneys were provided with a full and fair opportunity to review the
15 Agreement and consult with their respective clients regarding the terms contained herein.

16 c. This Agreement is intended to be final and binding upon the Parties and,
17 with the exception of any obligation created under the Agreement, is further intended to be
18 effective as a full and final accord and satisfaction among them of the claims released
19 herein regardless of any claims of mistake of fact or law, duress, coercion, or any other
20 circumstances whatsoever relating to the subject matter of this Agreement, except as
21 otherwise provided herein. The Parties each rely upon the finality of this Agreement as a
22 material factor inducing each Party's execution of this Agreement.

23 d. Except as otherwise provided herein, there are no other agreements or
24 understandings between the Parties relating to the matters and releases referred to in this
25 Agreement. The mutual obligations and undertakings of the Parties expressly set forth in
26 this Agreement are the sole and only consideration of this Agreement, and no
27 representations, promises, or inducements of any nature whatsoever have been made by
28 the Parties other than as appear in this Agreement or the exhibits hereto.

1 e. This Agreement has been read carefully by each of the Parties and its
2 contents are known and understood by the Parties. This Agreement is signed freely and
3 voluntarily by each of the Parties hereto.

4 28. **Notice/Correspondence**

5 28.1 All notices and correspondence pertaining to this Agreement shall be sent by email
6 as follows:

7 **To Petitioners:**

8 Madeline Howard (mhoward@wclp.org);

9 Lorraine Lopez (llopez@wclp.org);

10 Richard Rothschild (rrothschild@wclp.org);

11 Greg Bonett (gbonnet@publiccounsel.org);

12 Faizah Malik (fmalik@publiccounsel.org);

13 Jonathan Jager (jjager@lafla.org)

14 **To Respondents:**

15 Martin Carr (Martin.Carr@hcd.ca.gov);

16 Jessica Hayes (Jessica.Hayes@hcd.ca.gov);

17 Ryan Stephensen (Ryan.Stephensen@hcd.ca.gov);

18 David Pai (David.Pai@doj.ca.gov);

19 Nicholas Tsukamaki (Nicholas.Tsukamaki@doj.ca.gov); and

20 Jackie Vu (Jackie.Vu@doj.ca.gov)

21 The parties may each change their notice representative and/or the email address of their notice
22 representative by email sent to all other party representatives.

23 29. **Severability**

24 29.1 Should any paragraph, clause or provision of this Agreement be construed to be
25 against public policy or determined by a court of competent jurisdiction to be void, invalid, or
26 unenforceable, then the remainder of this Agreement other than those provisions held to be void,
27 invalid, or unenforceable, shall not be affected thereby and each such remaining term and provision
28 of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

1 30. **Interpretation**

2 30.1 This Agreement was drafted equally by all Parties. The Parties agree that Civil
3 Code section 1654 or any similar statute and the rule of construction holding that ambiguity is
4 construed against the drafting party shall not apply to the interpretation of this Agreement.

5 31. **Governing Law**

6 31.1 The Parties understand and agree that this Agreement, and any action, suit,
7 proceeding, or claim arising out of or relating to this Agreement, shall be governed by, construed,
8 and enforced in accordance with the laws of the State of California.

9 32. **Successors and Assigns**

10 32.1 This Agreement shall bind each of the Parties' past and present employees,
11 supervisors, members, divisions, departments, subsidiaries, partners, representatives, agents,
12 attorneys, heirs, assigns, predecessors, delegates, and personal representatives, and shall inure to
13 the benefit of each Party, its subsidiaries, agents, directors, officers, managers, brokers, partners,
14 employees, insurers, successors, and assigns.

15 33. **Entire Agreement**

16 33.1 This Agreement (including all exhibits hereto) contains the entire agreement and
17 understanding about the subject matter described herein and in the Recitals. The Agreement also
18 supersedes and replaces all prior negotiations and agreements, whether written or oral, regarding
19 the subject matter described herein and in the Recitals. The Parties acknowledge that no other
20 Party hereto nor any of their legal counsel has made any promise, representation or warranty,
21 express or implied, not contained in this Agreement (or the exhibits hereto), and further
22 acknowledge that no Party has executed this Agreement in reliance upon any promise,
23 representation or warranty not set forth herein.

24 34. **Time of the Essence**

25 34.1 Time is of the essence with regard to the performance of each provision of this
26 Agreement.

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1 35. **Time Periods Falling on Non-Business Day**

2 35.1 In the event that any time period set forth in this Agreement would otherwise expire
3 on a day that is not a business day or in the event this Agreement calls for payment or performance
4 on any day that is not a business day, such time period and the time for any such payment or
5 performance shall be automatically extended to the next day that is a business day.

6 36. **Amendments**

7 36.1 This Agreement cannot be amended, modified, or supplemented in any respect
8 except by written agreement entered into by the Parties hereto.

9 37. **Further Assurance**

10 37.1 Each of the Parties hereto shall execute and deliver any and all additional papers,
11 documents, and other assurances, and shall do any and all acts and things reasonably necessary in
12 connection with the performance of their obligations hereunder to carry out the intent of the Parties
13 hereto.

14 38. **Captions**

15 38.1 The captions and section numbers appearing in this Agreement are inserted for the
16 reader's convenience only and do not limit the effect of this Agreement in any way.

17 39. **Effective Date and Execution of Counterparts**

18 39.1 This Agreement shall become effective and enforceable immediately upon dating
19 and execution by the last signatory to the Agreement. This Agreement may be executed in separate
20 counterparts, each of which shall be deemed an original, and said counterparts shall together
21 constitute one Settlement and Release Agreement, binding all Parties hereto notwithstanding that
22 all of the Parties are not signatories to the original or same counterpart. All original signatures shall
23 be delivered to and/or retained by the Office of the Attorney General, 300 S. Spring Street, Suite
24 1702, Los Angeles, CA 90013.

25 40. **Recitals**

26 The "Recitals" stated above are hereby incorporated into this Agreement.

27 **IN WITNESS WHEREOF**, the undersigned Parties have executed this Agreement as
28 provided below:

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Dated: May 24, 2023

ALLIANCE OF CALIFORNIANS FOR
COMMUNITY EMPOWERMENT (ACCE)
ACTION

By: Christina Livingston
Christina Livingston
Executive Director

Dated: May 24, 2023

STRATEGIC ACTIONS FOR A JUST
ECONOMY (SAJE)

By: Cynthia Strathman
Cynthia Strathman
Executive Director

Dated: May 24, 2023

POLICYLINK

By: Michael J. Hassid
Michael J. Hassid
Chief Financial Officer

Dated: May 30, 2023

CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY
DEVELOPMENT and GUSTAVO
VELASQUEZ

By: Jessica Hayes (May 30, 2023 11:18 PDT)
Jessica Hayes
Federal Recovery Branch Chief

23.05.24 ERAP Final Settlement Agreement Petitioners Signatures HCD

Final Audit Report

2023-05-30

Created:	2023-05-30
By:	Jessica Hayes (Jessica.Hayes@hcd.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0s_V64tmJVfgrEjCQqkZ_MVO9o7IMpPq

"23.05.24 ERAP Final Settlement Agreement Petitioners Signatures HCD" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2023-05-24 - 10:37:21 PM GMT- IP address: 76.20.29.208

 Document created by Jessica Hayes (Jessica.Hayes@hcd.ca.gov)

2023-05-30 - 6:14:34 PM GMT- IP address: 76.20.29.208

 Document emailed to cdbg@hcd.ca.gov for signature

2023-05-30 - 6:17:15 PM GMT

 Email viewed by cdbg@hcd.ca.gov

2023-05-30 - 6:17:40 PM GMT- IP address: 104.47.65.254

 Signer cdbg@hcd.ca.gov entered name at signing as Jessica Hayes

2023-05-30 - 6:18:32 PM GMT- IP address: 76.20.29.208

 Document e-signed by Jessica Hayes (cdbg@hcd.ca.gov)

Signature Date: 2023-05-30 - 6:18:34 PM GMT - Time Source: server- IP address: 76.20.29.208

 Agreement completed.

2023-05-30 - 6:18:34 PM GMT

EXHIBIT A

Date

Applicant Name

Address

Case ID

Dear (Applicant Name),

This letter is about your application to the California COVID-19 Rent Relief Program.

Your application has been denied. This means that unless you appeal this decision, you will not receive any rental assistance.

YOU HAVE THE RIGHT TO APPEAL THIS DENIAL DECISION. To challenge this decision, you must submit an appeal no later than 30 days from the date at the top of this letter. You can submit your appeal at the following link: [CA COVID-19 Rent Relief Appeal Portal](#) or by calling this number (833) 430-2122. You can also appeal by emailing Appeal@ca-rentrelief.com. Please refer to your Case ID [Case ID] when you call or email.

If you need help writing or filing your appeal, a community organization can help you. You can contact them by calling this number, which will refer you to an organization that can help 833-687-0967.

Your appeal should describe in detail why you believe the denial was wrong and include any documents you think can help your case. If you are unable to submit your appeal because of technical difficulties, you can email it to this address: Appeal@ca-rentrelief.com. Please refer to your Case ID [Case ID] in your email. After you appeal, someone from the Program may contact you by phone or email to ask for more information about your case or to ask you to send more documents.

The information below will tell you why your application was denied. Please note that there may be more than one reason. The checked boxes list which specific issues the Program found with your application.

Your application is denied due to:

Property Ineligibility

- The property address was determined to be [ADDRESS], which is not located in an eligible area.**
 - The property address is not in California.
 - The property address is located in [Option B Jurisdiction], which used a local rental assistance program on the date the application was filed, so rental assistance is not available through the state Program.

Documents with issues:

- Rent Relief Application
 - Typos or mistakes in address and zip code in the application*
 - You applied to the state program when your address indicated you needed to apply to your local program*
- Lease or Rental Agreement
 - Your lease or rental agreement shows an address outside the eligible area*
 - Your lease or rental agreement does not include your rental unit address on the lease document*
- Letter or Email from Landlord
 - A communication from your landlord shows that property address is not located in an eligible area*

- Property Title
 - The program's property ownership search shows that property address is not located in an eligible area*

- Your application does not show that you are a tenant at the property address listed.**

Documents with issues:

 - Tax Return
 - The address on the tax document you uploaded does not match the rental unit address in your application*
 - Property Title
 - The property is a non-residential commercial property*
 - The program's property ownership search shows that you are the property owner, and not a tenant*
 - Lease or Rent Agreement
 - The application indicates that landlord has submitted an application as a tenant*
 - The lease or rental agreement does not list the correct property address*
 - The lease or rental agreement is not signed*
 - The lease or rental agreement has been modified after signature (white-out, photoshop, pdf editing)*
 - The lease or rental agreement does not have a date*
 - The lease or rental agreement does not include the monthly rent cost*
 - The lease or rental agreement is a template that has been completed incorrectly*
 - The lease or rental agreement does not include the name of the tenant applicant*
 - The lease or rental agreement does not include landlord and/or property management information*
 - The lease or rental agreement is missing essential pages*
 - The lease or rental agreement is for the wrong property*
 - Document is not a lease agreement*
 - Rent Ledger
 - The rent ledger is for a tenant other than you or your household members.*
 - Statement of Rents Owed
 - The statement of rents owed does not indicate that you are at tenant at this address.*
 - Letter or Email from Landlord
 - A communication from the landlord indicates that you are not a tenant at the property.*
 - Eviction Notice(s)
 - The address in the eviction notice does not match the property address in the application*

- Failure to prove that you lived in unit for the time period for which you are seeking rental assistance.**

Documents with issues:

 - Lease or Rental Agreement
 - The lease or rental agreement has a different address than the address in the rent relief application*
 - The lease or rental agreement belongs to people other than you or your household members*
 - The lease or rental agreement does not include an address*
 - Rent Ledger
 - The rent ledger does not show that you owe rent for months that are in the eligible period (April 1, 2020 – March 31, 2022)*
 - Statement of Rents Owed
 - The statement of rents owed does not show that you owe rent for months that are in the eligible period (April 1, 2020 – March 31, 2022)*
 - Letter or Email from Landlord

- A communication from your landlord does not show that you owe rent for months that are in the eligible period (April 1, 2020 – March 31, 2022)*
- Eviction Notice(s)
 - Eviction notice does not show that you owe rent for the months that are in the eligible period (April 1, 2020 – March 31, 2022)*
- Utility Bills
 - The document belongs to people other than you or your household members*
 - The documents do not include a street address*
 - The documents is not dated within the eligible period (April 1, 2020 – March 31, 2022)*
 - The address on your utility bills does not match the address in your application*
- Tax Returns
 - The documents belong to people other than you or your household members*
 - The address on the tax document does not match the rental unit address in your application*
- Social Security Letters
 - The documents belong to people other than you or your household members*
 - The documents do not include a street address*
 - The documents are not dated within the eligible period (April 1, 2020 – March 31, 2022)*
 - The address on the Social Security documents does not match the address in your application*
- Letters or communications from Federal, State, or Local Governments Provided by Applicant
 - The documents belong to people other than you or your household members*
 - The documents do not include a street address*
 - The documents are not dated within the eligible period (April 1, 2020 – March 31, 2022)*
 - The address on the documents does not match the address in your application*
- W2s
 - The documents belong to people other than you or your household members*
 - The documents do not include a street address*
 - The documents are not dated within the eligible period (April 1, 2020 – March 31, 2022)*
 - The address on the documents does not match the address in your application*
- Pay Stubs
 - The documents belong to people other than you or your household members*
 - The documents are not dated within the eligible period (April 1, 2020 – March 31, 2022)*
- Official Documents provided to prove that you lived at the property (medical letters, government notices, school district or education institute notifications)
 - The documents belong to people other than you or your household members*
 - The documents do not include a street address*
 - The documents are not dated within the eligible period (April 1, 2020 – March 31, 2022)*
 - The address on the documents does not match the address in your application*
- Your application shows that your monthly rent is \$[Application Monthly Rent]. This is more than 400% of fair-market rent.**
Documents with issues:
 - Lease or Rental Agreement
 - The lease or rental agreement lists your monthly rent as more than 400% of local fair-market rent, which means that your rent amount is too high to qualify for the program*
 - Rent Ledger

- The rent ledger shows that the monthly rents you owe is more than 400% of local fair-market rent, which means that your rent amount is too high to qualify for the program*
- Statement of Rents Owed
 - The Statement of Rents Owed shows that the monthly rents you owe is more than 400% of local fair-market rents, which means that your rent amount is too high to qualify for the program*
- Eviction Notice(s)
 - The Eviction Notice shows that the monthly rent you owe is more than 400% of local fair-market rent, which means that your rent amount is too high to qualify for the program*

- No Documented Need for Rental Assistance**
 - You do not owe rent for the months for which you are seeking rental assistance.**
Documents with issues:
 - Rent Ledger
 - The ledger provided by your landlord does not show that you owe rent for the eligible period (April 1, 2020 – March 31, 2022)*
 - The ledger provided by your landlord shows that the you received rental assistance from another program for the same period you applied for from this program*
 - The ledger you provided does not show that you owe rent for the eligible period (April 1, 2020 – March 31, 2022)*
 - A document you provided shows that you received rental assistance from another program for the same period you applied for from this program*
 - Statement of Rents Owed
 - The statements of rents owed provided by your landlord shows that you do not owe rent for the eligible period (April 1, 2020 – March 31, 2022)*
 - The statements of rents owed that you provided shows no rent due for the eligible period (April 1, 2020 – March 31, 2022)*
 - Letter or Email from Landlord
 - Your landlord has provided an affidavit, letter, or email stating that you do not owe rent for the eligible period (April 1, 2020 – March 31, 2022)*
 - Eviction Notice(s)
 - The eviction notice shows you do not owe rent for the eligible period (April 1, 2020 – March 31, 2022)*
 - Proof of Previous Rent Assistance
 - A document you uploaded indicates that you received assistance from another program for the same period in your application*
 - A document from another source indicates that you received rental assistance from another program for the same period in your application*
 - Rental assistance is requested for months outside of the eligible period of assistance.**
Documents with issues:
 - Lease or Rent Agreement
 - The lease agreement was signed after the eligible period for assistance (April 1, 2020 – March 31, 2022)*
 - Rent Ledger
 - The rent ledger provided by your landlord does not indicate that you owed rent during the eligible period (April 1, 2020 – March 31, 2022)*
 - The rent ledger provided by you does not indicate that you owed rent during the eligible period (April 1, 2020 – March 31, 2022)*
 - You requested more than 18 months of rental assistance*
 - Statement of Rents Owed

- The statements of rents owed provided by your landlord shows that you do not owe rent for the eligible period (April 1, 2020 – March 31, 2022)*
- The statements of rents owed that you provided shows no rent due for the eligible period (April 1, 2020 – March 31, 2022)*
- You requested more than 18 months of rental assistance*
- Letter or Email from Landlord
 - Communication from landlord indicates rents owed are outside the eligible period of assistance*
- Eviction Notice(s)
 - Eviction notice indicates unpaid rents are for more than 18 months of assistance*
- Proof of Previous Rent Assistance, which shows that you were paid \$[Prior Assistance] for the period of [Month, Year] through [Month, Year]
- Failure to establish COVID-19 impact.**
 - Applicant did not check the box on the application to indicate that they had a COVID-19 impact
 - Applicant did not select any of the listed impacts on the application and wrote an impact in the “Other” field that was not related to COVID-19
- No Documented Need for Utility Assistance**
 - You do not owe utilities for the months for which you are seeking utility assistance. Documents with issues:**
 - Utility Bill/Statement
 - The utility bill/statement you provided does not show that you owe any utility payments for the eligible period (April 1, 2020 – March 31, 2022)*
 - The utility bill/statement you provided is for a utility type that is not eligible for assistance from the CA COVID-19 Rent Relief Program.*
 - The utility bill/statement does not show that a household member is responsible for payment.*
 - Third-Party Utility Provider Verification
 - Your utility provider verified that no payment was owed for the eligible period (April 1, 2020 – March 31, 2022)*
- Ineligible Income**
 - Household income, which was \$[Stated Income] in [YEAR], is over the limit. The income limit for a household size of [Household] in [County] was \$[AMI] in [YEAR]. Documents with issues:**
 - Tax Return
 - The tax return is not for the 2020 or 2021 year*
 - The tax return includes income from people who you did not list as household members in your application*
 - W-2s
 - The W-2 is not for the 2020 or 2021 year*
 - The W-2 includes income from peoples who you did not list as household members in your application*
 - 1099s
 - The 1099 is not for the 2020 or 2021 year*
 - The 1099 includes income from people who you did not list as household members in your application*
 - Other Tax Documents
 - The documentation is not from 2020, or 2021*

- The documentation includes income from people who you did not list as household members in your application*
- Pay Stubs
 - The pay stub is not from the period between April 1, 2020 and March 31, 2022*
 - The documentation includes income from people who you did not list as household members in your application*
- Bank Statements
 - The bank statements are not from the period between April 1, 2020 and March 31, 2022*
 - The documentation includes income from people who you did not list as household members in your application*
- Household income could not be verified.**
 - The application lists household members over the age of 18 whose income information was not provided (All household members over the age of 18 are required to submit income information, including documentation of zero income)*

Documents with issues:

- Tax Return
 - The documentation does not have the name of the person whose income it is intended to prove*
 - The documentation appears to have been modified*
 - The documentation indicates that you are not an independent householder (you may be a dependent on another household's tax return)*
- W-2s
 - The documentation does not have the name of the person whose income it is intended to prove*
 - The documentation appears to have been modified*
- 1099s
 - The documentation does not have the name of the person whose income it is intended to prove*
 - The documentation appears to have been modified*
- Other Tax Documents
 - The documentation does not have the name of the person whose income it is intended to prove*
 - The documentation appears to have been modified*
 - The documentation indicates that you are not an independent householder (you may be a dependent on another household's tax return)*
- Pay Stubs
 - The documentation does not have the name of the person whose income it is intended to prove*
 - The documentation appears to have been modified*
- Bank Statements
 - The documentation does not have the name of the person whose income it is intended to prove*
 - The documentation appears to have been modified*
- Social Security Documents
 - The documentation does not have the name of the person whose income it is intended to prove*
 - The documentation appears to have been modified*
 - The documentation indicates that you are not an independent householder (you may be listed as a dependent on another document)*
- Public Assistance Documents
 - The documentation does not have the name of the person whose income it is intended to prove*

- The documentation appears to have been modified*
 - The documentation indicates that you are not an independent householder (you may be listed as a dependent on another document)*
- Affidavits of Zero Income
 - The documentation does not have the name of the person whose income it is intended to prove*
 - The documentation appears to have been modified*
- Medicare/Medical, and other assistance documentation
 - The documentation does not have the name of the person whose income it is intended to prove*
 - The documentation appears to have been modified*
 - The documentation indicates that you are not an independent householder (you may be listed as a dependent on another document)*
- Household size could not be verified.**

Documents with issues:

 - Tax Return
 - The document lists people who you did not include as household members in your application.*
 - The document includes more household members than you listed on your application.*
 - The document includes fewer household members than you listed on your application.*
 - Other Tax Documents
 - The document lists people who you did not include as household members in your application.*
 - The document includes more household members than you listed on your application.*
 - The document includes fewer household members than you listed on your application.*
 - Social Security Documents
 - The document lists people who you did not include as household members in your application.*
 - The document includes more household members than you listed on your application.*
 - The document includes fewer household members than you listed on your application.*
 - Public Assistance Documents
 - The document lists people who you did not include as household members in your application.*
 - The document includes more household members than you listed on your application.*
 - The document includes fewer household members than you listed on your application.*
 - Affidavits of Zero Income
 - The document lists people who you did not include as household members in your application.*
 - The document includes more household members than you listed on your application.*
 - The document includes fewer household members than you listed on your application.*
 - Medicare/Medical, and other assistance documentation
 - The document lists people who you did not include as household members in your application.*
 - The document includes more household members than you listed on your application.*

- The document includes fewer household members than you listed on your application.*
- Independent Data Verification
 - We identified that you were an inmate of a correctional facility during a time period for which you requested rental assistance*
 - A household member was identified as an inmate of a correction facility during a time period for which you requested rental assistance*
 - The applicant was identified as deceased through the state's death roll during a time period for which rental assistance was requested*
 - A household member was identified as deceased through the state's death roll during a time period for which rental assistance was requested*

This notification is for the application ID [Case ID]. If you submitted more than one application, your other submittals were marked duplicate and may not have been processed. The below application ID numbers are for all applications found to be duplicates:

- [Case ID] Submitted on [Date]

You can correct a duplicate application by calling this number: (833) 430-2122

If an appeal to this denial is not received within 30 days, THIS NOTICE SHALL BE CONSIDERED A “FINAL DECISION” OF THE DEPARTMENT UNDER THE COVID-19 RENTAL HOUSING RECOVERY ACT (Chapter 6 of Title 3 of Part 3 of the Code of Civil Procedure). Any prior communications to the contrary are superseded by this communication.

If you or anyone in your household is a person with disabilities and needs additional assistance, you can:

- 1) Contact the program Call Center by phone at 1-833-430-2122,
- 2) Send an email to Support@ca-rentrelief.com,
- 3) Dial through the 711 access, or
- 4) Call 833-687-0967 to set up an appointment with an organization in our local partner network to help you.

Sincerely,
COVID-19 Rent Relief Program