
CHAPTER 1 MATERIALS

PAULA PATT INTAKE FORM

**Berkeley Legal Clinic
2013 Center Street, Suite 310
Berkeley, CA 94704**

Client Intake Form

Date: 8/22

Name: Paula Patt

Age: 23

Address: Road Inn, 1423 University Ave, Oakland, CA

Telephone: 510-806-4849 **Is it OK for us to leave a message at this number?** Yes

Email address: paula.patt.3@gmail.com

Occupation: Graduate Student in Anthropology at UC Berkeley

Income: Stipend of \$16,000 per year + \$2500 per semester as a research assistant + \$8000 for teaching at a summer program

Have you come to this clinic before? No

Please describe the reason for your visit today: I applied to rent an apartment in downtown Berkeley but I was rejected. The landlord said some nasty things to me during the walk-through. I think he may have a problem with my five-year-old daughter. I want to know if there's anything I can do.

How would you like to see this issue resolved? I would really like to rent the apartment—it is perfect for me and my daughter because it is close to campus and very affordable, and it's in a safe neighborhood. On my limited budget, every dollar counts. I would at least like the landlord to recognize that he did something wrong when he was rude to me and denied me the apartment. I don't think he should be able to treat people that way.

CHAPTER 1 MATERIALS

CLIENT RETAINER AGREEMENT

Berkeley Legal Clinic
2013 Center Street, Suite 310
Berkeley, CA 94704

August 22

Client name: Paula Patt

Re: Retainer Agreement for Pro Bono Legal Assistance

Dear Ms. Patt:

This letter is intended to set forth our relationship as required by the California Business and Professions Code section 6148. If the terms of this agreement are acceptable, please countersign one of the duplicate originals of this letter and return it to us. We cannot assist you with any legal matter until we receive this letter.

1. Identification of the Parties. This agreement is made between Berkeley Legal Clinic (“Attorney” or “Clinic”) and Paula Patt (“Client”).
2. General Nature of Assistance. Berkeley Legal Clinic will assist Client with their housing discrimination claim.
3. Respective Responsibilities of Attorney and Client. Attorney will endeavor to represent Client competently in accordance with the highest legal and ethical standards. Client will be cooperative, responsible and truthful in their relationship with Attorney. However, both parties have the right to withdraw from this relationship at any time.
4. Attorneys’ Fees and Payment. Clinic will not charge Client for services. If the case goes to trial, the Clinic will be paid with court-awarded statutory attorneys’ fees. If the case settles, the Clinic will have its expenses paid and the remaining settlement will be divided with 70% going to the client and 30% going to the Clinic.
5. Dispute Resolution. Occasionally, attorneys and their clients have disputes arising from their relationship. If this happens between Client and Attorney, both parties agree that the dispute will not be resolved by lawsuit. Instead, if we are unable to work out the dispute among ourselves, then, upon the request of any party, it will be resolved by arbitration conducted by the American Arbitration Association in San Francisco. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.
6. Miscellaneous.
 - (a) This agreement contains the entire agreement between Client and Attorney. This agreement may be modified only by subsequent written agreement between the director of Client and Attorney.
 - (b) If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will remain in effect.
 - (c) This agreement shall apply to any additional or subsequent matters that Attorney agrees to undertake on behalf of the Client, unless the parties agree in writing to some different arrangement.
 - (d) The California Business and Professions Code requires Attorney to inform Client whether Attorney will maintain errors and omissions insurance coverage applicable to the services to be rendered by Attorney. The Berkeley Legal Clinic will maintain errors and omissions

insurance coverage applicable to the services to be rendered by Attorney, as set forth in this agreement.

Attorney Signature: _____

Attorney Name: Sam Pellegrino, Berkeley Legal Clinic

The foregoing is agreed to by:

Client Signature: _____

Client Name: Paula Patt

CHAPTER 1 MATERIALS

PAULA PATT INTERVIEW TRANSCRIPT

A video of Paula Patt's initial interview can be found at <http://www.kaltura.com/tiny/92zff>

Subject: Re: Paula Patt Interview
From: Matt Madison <mmadison@berkeleylegalclinic.org>
To: Sam Pellegrino <spellegrino@berkeleylegalclinic.org>
Date: August 23 3:17 PM

Professor Pellegrino,

Here's a transcript of my intake interview yesterday with Paula Patt for your review; it sounds like she might have a solid case for discrimination since the building manager was interested in renting to her until he found out about her daughter. I am looking into the discrimination statute and I look forward to your thoughts at our meeting later this week.

Matt

Matt Madison
Certified Law Student
Berkeley Legal Clinic
www.berkeleylegalclinic.org

<patt-transcript.pdf>

Interview with Paula Patt by Matt Madison
Transcript by Matt Madison

MATT MADISON: Come in. Hi, Paula, right?

PAULA PATT: Hi

MR. MADISON: Hi, I'm Matt. Very nice to meet you.

MS. PATT: Nice to meet you.

MR. MADISON: So glad that you're able to come in. So, I want to tell you right off the bat, I'm actually not a lawyer, despite trying to dress like it and look like it. I'm actually just a second year law student. But we're actually working through the Berkeley Legal Clinic and it's a program where law students who are certified, like I myself, work with people like yourself who are in difficult situations and try to figure out what the legal options are and give advice. But I do want to tell you that there is an attorney working with us; he's my supervising attorney, he's my Professor Pellegrino. Depending on how far this process goes, you'll probably interact with him some because he'll participate and make sure that if he needs to step in, he does so. I also bring that up to say we're actually recording this conversation, and we're recording it because Mr. Pellegrino will actually come back and look at the tape and not only will he give me advice on doing my job well, but he'll also use it to figure out what's going on and if he sees something that I didn't see, he'll use that. Is that okay with you?

MS. PATT: Yeah, that's fine.

MR. MADISON: Okay, great. And also, even though it's being recorded, this conversation is still confidential so we're still under—I'm still acting as your attorney in this situation, so there's still confidentiality for us.

MS. PATT: Confidential, like I can tell you anything and you won't tell?

MR. MADISON: Well, not, not anything. If you were to tell me that you're planning on committing a crime I would have to tell the authorities. But as long as you're not going to do that.

MS. PATT: Okay, that's not happening. No, I'm not planning on doing that.

MR. MADISON: Okay, then I think we'll be in good shape for this conversation. Okay, so I've read your intake form and I've looked over the situation but I find it really helpful to just hear what you have to say first. So why don't you just tell me, first of all, why don't you tell a little about yourself?

MS. PATT: I'm a grad student here, at Berkeley—or I'm about to start, and I just moved here from the Boston area. And I'm going to be an anthropology grad student. And I moved here with my daughter Sally, who is 5—I'm 23.

MR. MADISON: Well, great. Congratulations on moving to California. I hope your daughter is really happy about the weather; it's a lot nicer here.

MS. PATT: I think she's excited.

MR. MADISON: Alright, well wonderful. Let's talk a little bit about the actual situation that happened. You, you said you're looking for an apartment right?

MS. PATT: I'm looking for an apartment. I'm, I'm not even sure if there is a situation exactly—I just was—something happened—and I was kind of upset about it and telling a friend and she thought that it might be some sort of housing discrimination thing and said I might as well get it checked out.

MR. MADISON: Right, absolutely, I'm so glad that you did. So many people don't take advantage of the resources that are available to them to get legal advice when they have situations like this so it's really good that you came in. So tell me a little bit about this particular situation that happened—so was it an apartment that you were looking for?

MS. PATT: Yes. So when I first moved out here we were just staying in a motel, we're actually still in a motel now.

MR. MADISON: I'm very sorry for that.

MS. PATT: And I contacted the grad student housing office to see if they had any resources or ways that they could tell me to try to get an apartment here. And we're trying to live really close to campus because obviously my classes are on campus and Sally is going to go to kindergarten at the Lab School, right on campus also. So they actually said to look at all the online websites, like Gregslist and the other ones because that's pretty much where landlords in Berkeley will post their vacant apartments

MR. MADISON: Okay, so where did you find the information about the particular apartment that you had an issue with?

MS. PATT: So I looked on Gregslist and I saw this one on Telegraph and it looked like it would be perfect for us.

MR. MADISON: And so, how did you get in touch with the people who were renting the apartment?

MS. PATT: So I contacted the—whoever was the contact on the Gregslist ad and we ended up setting up a time for me to see the apartment later that same day.

MR. MADISON: Great. And was that all that you guys corresponded about, just visiting the apartment?

MS. PATT: Well, when we were having the conversation, he mentioned—I think it was the building manager who I was talking to—he said oh, you're a grad student, I really like renting to grad students. So he seemed really positive and then the other thing was that he asked me to bring out a filled, filled-out application with me. So he sent me, he e-mailed me the link to a standard application.

MR. MADISON: At some point we'll probably try to get a copy of that application if you have it. Do you have one, just stored away—

MS. PATT: Uh, yeah. I actually made a photocopy after I filled it out and I have it in my bag that's in the reception area.

MR. MADISON: Great, we'll definitely want to do that. So during that phone call did he ask you any other questions or did you guys discuss anything else?

MS. PATT: No, it was pretty quick. I said I wanted to see it, that I was interested in the one bedroom and he said we could set it up later that day and was positive about me being a grad student.

MR. MADISON: So you felt pretty good about your ability to get this apartment after talking to him on the phone?

MS. PATT: I definitely felt optimistic. It seemed like it would be a really good set up. He liked that I was a grad student and I was able to see it the same day.

MR. MADISON: Well, sounds good okay. So then you went to the apartment later that day; so how did it go when you went to the apartment?

MS. PATT: Well I went a few hours later, with Sally and we showed up and you know, at first I knocked on the door and Mr. Walters—that's who I had talked to earlier—he answered and he seemed really friendly. And then right away, he kind of looked down and saw Sally and that's when his—that's really when everything changed.

MR. MADISON: Had you guys not discussed that you had a daughter before he met her?

MS. PATT: I don't think it came up in the phone conversation, because we were really just setting up a time to see it.

MR. MADISON: So you said he made a face, did he say anything when he saw Sally?

MS. PATT: Well he—so his expression changed. And he asked, "Who is this?" And I obviously wanted him to see that Sally was really well-behaved so I said this is my daughter Sally, "Sally say hi to Mr. Walters." I could tell—you know she said "Hi Mr. Walters" but she was a little nervous and intimidated, she was kind of hanging on me a little, meeting someone new. But she said "Hi Mr. Walters" to him.

MR. MADISON: And so after that, what did Mr. Walters do?

MS. PATT: Well then we went inside the apartment and you know, he just—his whole attitude seemed different and it kind of made me uncomfortable. He seemed like he just wanted to get the visit over with and didn't really want to show me around and he asked a lot of questions I wasn't that comfortable with.

MR. MADISON: If you don't mind me asking, I know it's difficult but what kind of questions did he ask you about?

MS. PATT: Well it was all these personal ones that didn't really seem like they had to do with you know, how long I'd been renting, like where I lived before or what's my credit like. He asked how old Sally was, and I said five. And then he asked how old I was; I don't really like telling my age but he seemed pretty insistent so I said that I was twenty-three.

MR. MADISON: Okay, and did he have any kind of response to that?

MS. PATT: Well, he just seemed—he just said "okay," but he just seemed kind of negative about it, like asking me more and more questions, and it seemed like the more questions he asked me, the less likely he was—or the less interested he was in renting to me.

MR. MADISON: Did he ask you any other questions that particularly bothered you?

MS. PATT: Well I think the most uncomfortable one was that he actually asked how many sexual partners I'd had.

MR. MADISON: And how did you respond to that when he did that?

MS. PATT: Well I was really uncomfortable, and I said "I don't see how that's any of your business."

MR. MADISON: And, and how did he respond after that?

MS. PATT: Well then he said, "Oh you know, you're right you're right don't worry about it." But it was just one more question that he was asking me, and that was after he had already asked about Sally's dad. It just seemed too personal.

MR. MADISON: And so—I really appreciate you being honest about that stuff because I know it's difficult to talk about. Changing to a little more of a positive subject, what did you think of the apartment?

MS. PATT: I thought it was great. I mean that's why I was still going through it, because it seemed perfect. It was a big one bedroom, so I could put Sally to bed at night and then I could work at my

desk in the living room to finish my schoolwork. It was really bright and sunny and carpeted—so Sally could run around and I wouldn't have to worry about her making too much noise or getting hurt. It was basically a perfect fit for us.

MR. MADISON: Well that sounds great, but obviously we're here because it didn't work out so I'm really sorry about that. So after the conversation ended, what did you guys—after you visited the apartment what did you guys do? Or what did you do?

MS. PATT: Well, I wasn't getting a good feeling from Mr. Walters anymore; he seemed uncomfortable. But I wanted to try everything I could to get the apartment, so I asked him what else I would need to do. And I gave him that application and then he also said to give him a \$35 check to run like a credit check.

MR. MADISON: Okay. And had he told you about this credit check before, before when you had the phone conversation?

MS. PATT: No he hadn't mentioned that.

MR. MADISON: Okay and you did give him a check there?

MS. PATT: Yes, when I went to visit the apartment I gave him the \$35 check.

MR. MADISON: And who did you write the check to?

MS. PATT: Just to him, Will Walters.

MR. MADISON: Okay great. And after you took care of writing the check and gave it over to him, did you hear back from him about the apartment?

MS. PATT: I didn't hear anything back from him, so I actually waited almost a week and I was looking for other things, and nothing was good and so then I decided you know, it's worth giving him a call. So I called him and I asked—I said, "Hi, this is Paula Patt, I saw the apartment last week. Is it still available? Did you get my application?" And he just said "the apartment is no longer available" and hung up on me.

MR. MADISON: Wow, well I'm really sorry that he did that. So just judging by what you've told me and the few notes I've taken and looking at your intake form I think there might be a case for discrimination here. There is a law that says you can't discriminate against a person because they have children, and maybe that's applicable in this case. But just before we get to that, I just want to get a sense from you; what are your expectations in coming here and talking with me? What do you hope to get out of this?

MS. PATT: Well, I guess I don't really know how this works. We're still living in the motel, and I just really—I would love to get the apartment if it's still available, and if not, I just—the way that Mr. Walters made me feel, it seems like he shouldn't be able to do that. So I at least want him to know that he can't do that.

MR. MADISON: Absolutely. So I think the first thing you suggested is a possibility—getting into the apartment. Basically, if we proceed with a lawsuit we'd be able to ask for a restraining order or an injunctive order. Essentially, what it would say is that if that building has that apartment available, or a similar apartment in the building then the court could require that it only be rented to you. Does that sound like something that might be interesting to you?

MS. PATT: That sounds good. You said lawsuit—how—what does that—what does everything really mean?

MR. MADISON: So, right now what we're doing today is just getting some information. And what we're going to do is get some information from the other parties and figure out whether there's

enough here. And I'm going to go back and do some research and work with my supervising attorney. But if, you know, contacting them hasn't solved the problem—if contacting the other parties hasn't solved the problem, then if you're interested in that—then what the next step would be is to go to court and to make a claim and to ask for some relief. And as I said, one of the options would be that injunctive order to get the apartment, if it hasn't been rented, or possibly another one in the same building.

MS. PATT: Okay, I mean that one is really the best fit for us that I found so far, so that does sound good.

MR. MADISON: And you know, supposing that it has been rented, it doesn't mean you don't have options. Another thing that we can do is that we can sue for damages.

MS. PATT: And what is that?

MR. MADISON: Sure, so what that might look like—it won't be a lot of money. But what it might look like are the costs associated with having to find a new place—you know, playing at the hotel that you have had to live at while you've been trying to get into a new apartment. And if you find an apartment that you really like and it's a little more expensive than the one you saw, maybe they'll pay the difference—that would be another form of damages. Those are all possible. But certainly either by just talking to the other parties or by bringing a suit, certainly we'll look to get some kind of apology from Mr. Walters, to acknowledge that he made a mistake, or from the building acknowledging that they made a mistake and that they discriminated against you.

MS. PATT: Yeah, yeah, I really just—I really at least want that because he just shouldn't be able to do this to anyone else.

MR. MADISON: Right. Absolutely, and I do have to tell you though, there is a possibility that when we go to collect more information we'll find out something that makes it so there's actually not a case here. Obviously we're going to be in contact with you about that and keep you informed. It doesn't mean that you did anything wrong and it doesn't mean that they didn't do anything wrong. But it means there might be some factor that comes up that makes it not possible for us to bring a suit, but we'll keep you informed on that.

MS. PATT: Okay

MR. MADISON: Well, at that I really—I don't have any other questions for you, do you have any other questions for me?

MS. PATT: I don't think so right now.

MR. MADISON: Well great. So then the next step is that I'm going to go back and do a whole bunch of research and make sure that I'm ready to pursue this and I'm going to work with my supervising attorney and we're going to see what we can figure out. It was great to meet you.

MS. PATT: Thank you for your help Matt.

MR. MADISON: I hope things get better, and just please keep us informed if anything changes, okay?

MS. PATT: Okay.

MR. MADISON: Great, thank you so much.

CHAPTER 1 MATERIALS

**STUDENT NOTES TO FILE AFTER
INTERVIEW WITH PAULA PATT**

Berkeley Legal Clinic
2013 Center Street, Suite 310
Berkeley, CA 94704

MEMORANDUM

To: File
From: Matt Madison, Certified Law Student
Date: August 23

RE: Interview and Follow-up Call with Paula Patt

Ms. Patt came to the Legal Clinic yesterday morning to seek advice about a housing problem. I spoke to her at the clinic and followed up with her by telephone today. In brief, she applied to rent an apartment in downtown Berkeley and was denied. The landlord made certain unpleasant remarks while giving her a tour of the apartment that led her to believe he may have had a discriminatory motive for denying the apartment. Specifically, she thinks that the apartment was denied because of her status as a single mother.

Ms. Patt is a twenty-three-year-old United States citizen. She has a five-year-old daughter named Sally and has never been married. She was previously living in Boston, Massachusetts, and teaching at a charter school, and she moved out to Berkeley this summer to begin a PhD program in Anthropology at UC Berkeley.

On August 15, she saw an internet ad for an apartment near campus. She called the number listed and spoke with a Mr. Will Walters. He did not identify his relationship to the building. He was very friendly on the phone and even said: "I like renting to grad students." Ms. Patt did not mention Sally at all during this initial phone conversation. At the end of their talk, Mr. Walters invited Ms. Patt to come see the apartment that afternoon.

Ms. Patt and Sally went to view the apartment together. When they entered the apartment, Mr. Walters seemed surprised to see Sally, made an unpleasant face at her, and stopped being friendly once he knew Sally was Ms. Patt's daughter. He asked rude questions throughout the visit about Sally's age, Ms. Patt's age, Ms. Patt's marital status, the whereabouts of Sally's father, the frequency with which Sally and Ms. Patt saw Sally's father, Ms. Patt's sexual history, and the moral implications of having a child out-of-wedlock. His questions made Ms. Patt feel uncomfortable, insulted, and out-of-place. At the end of the tour, she filled out an application and submitted it to Mr. Walters, along with a check for \$35.00 for a credit check. After hearing nothing for a week, she called Mr. Walters to ask about the apartment. He said: "It's taken" and then hung up on her.

Ms. Patt came in yesterday wondering whether there is anything she can do to get the apartment. After she found out that she was rejected, she is still looking for a place to rent.

I told her that there might be a case of housing discrimination here, but that we have to do more research to find out. I know that federal law prohibits landlords from denying apartments based on familial status. She gave me a copy of the application she gave to Mr. Walters. I also asked her to bring in any other the documentation she has, including the internet ad and her financial records. I also asked her to bring in any emails she may have written to friends or journal entries or notes she made for herself that document the facts in detail after they happened.

Here's a link to the interview: <http://www.kaltura.com/tiny/92zff>.

CHAPTER 1 MATERIALS

INTERNET AD FOR APARTMENT

\$1,800/1br-1 brm in cozy apt bldng close to campus (berkeley) (map)

Date: 08-15, 8:30AM PDT

Reply to: 123456@gregslst.org

Please call 510-123-4567

Nice 1brm apartment in quiet building. Located within walking distance to UC Berkeley, Downtown Berkeley.

Address: 1357 Telegraph Avenue

One bedroom

Rent: \$1,800

Deposit: \$1,000

Available: August 15

Remodeled Kitchen

Stove/Range: Gas

New carpet

Owner Pays: Water and Garbage

Lease Term: 10 months or 1 year

1357 Telegraph Avenue ([google map](#)) ([yahoo map](#))

- it's NOT ok to contact this poster with services or other commercial interests

PostingID: 123



CHAPTER 1 MATERIALS

EMAIL RE: 1357 TELEGRAPH AVE.

Subject: Re: Paula Patt Interview
From: Matt Madison <mmadison@berkeleylegalclinic.org>
To: Sam Pellegrino <spellegrino@berkeleylegalclinic.org>
Date: August 24 3:44 PM

Professor,

I checked at the Alameda County Clerk-Recorder's office, and the deed for the property that Paula was turned away from is in the name of a Dan Donner, who lives at 1509 East 11th Street in Brooklyn. Mr. Donner has owned the property since 2007.

My friend Frank called Will Walters, the property manager, and asked if the apartment was still available. He said that it was rented.

As we discussed, I stopped by the building to see if any of the current tenants would be willing to talk about the management and their policies. I didn't get all that much information, but one tenant, a Tara Tenenbaum who has been there for about a year, told me that there are currently no children in the building, and that she would let me know if any other units become available. I should have the memo on the Fair Housing Act ready for you later today. Let me know if there is anything else I can do for this case.

Matt

Matt Madison
Certified Law Student
Berkeley Legal Clinic
www.berkeleylegalclinic.org

On Aug 24 at 10:15 AM, Sam Pellegrino <spellegrino@berkeleylegalclinic.org> wrote:
> Thank you, Matt. It would actually be better if you could have someone else make the call to
> Mr. Walters to inquire about the apartment. It's too early to know, but there is a chance this
> could go to trial and I wouldn't want you to be disqualified from helping to represent Ms. Patt
> because you had to serve as a witness.
>
> It would also be helpful if you could research who owns the building. We may be better off
> naming the owner rather than the manager as a defendant.
>
> There is some other legal and factual research that you could look into as well. Please give
> me a call if you have a chance later today to discuss that.
>
> Sam Pellegrino
> Berkeley Legal Clinic
> spellegrino@berkeleylegalclinic.org
>

> On Aug 24 at 10:04 AM, Matt Madison <mmadison@berkeleylegalclinic.org> wrote:
>> Thanks for your feedback, Professor. I was able to reach Paula this morning and follow up
>> on the subjects you suggested.
>>
>> She and her daughter moved to the area on August 9 and have been staying at the Road Inn
>> since then. She found Mr. Walters' apartment on Gregslist on August 15 and visited the
>> same day. On August 21, she called to inquire about the status of the application and was
>> told the apartment was rented.
>>
>> Paula doesn't remember the exact questions that Mr. Walters asked her. She said that he
>> focused on her age, Sally's age, and Sally's father's location and relationship with Paula. He
>> also said something to the effect of "raising a kid must be a lot of work," and questioned the
>> morality of having a child out of wedlock. According to Paula, he did not ask about other
>> personal matters like her religion or political views. I wrote a memo to the file documenting
>> the initial interview and follow up call.
>>
>> Would you like me to call and check whether the apartment is still available?
>>
>> Matt Madison
>> Certified Law Student
>> Berkeley Legal Clinic
>> www.berkeleylegalclinic.org
>>
>> On Aug 24 at 9:01 AM, Sam Pellegrino <spellegrino@berkeleylegalclinic.org> wrote:
>>> Matt,
>>>
>>> I had a chance this morning to review your interview with Paula Patt. You did a good job of
>>> helping her to feel comfortable telling her story, and you explained the possible next steps
>>> well.
>>>
>>> One thing for you to work on is once the client is comfortable talking to you, you can start to
>>> ask more direct questions to be sure you get the relevant facts. In this case, it would be
>>> helpful to know what the dates were of the events involved, and what specifically the
>>> manager said to Ms. Patt.
>>>
>>> Sam Pellegrino
>>> Berkeley Legal Clinic
>>> spellegrino@berkeleylegalclinic.org

CHAPTER 1 MATERIALS

RENTAL APPLICATION

Rental Application**Applicant(s)**Full Name Paula Patt Age 23Driver License Number X987654321 Driver License State MassachusettsPhone Number 510-806-4849 E-mail Address paula.patt.3@gmail.comProspective Move In Date ASAP Rent Amount \$1,800Full Name Sally Patt Age 5 Relationship daughterDriver License Number N/A Driver License State N/APhone Number same E-mail Address same**Rental History**Previous Address City State ZIP 921 E 7th Street, South Boston, MA 02127Landlord's Name Liza LingensonHow Long at This Address two yearsLandlord's Phone Number 617-111-3578Rent and Payment Period \$925/monthReason for Leaving moving to California for graduate schoolPrevious Address City State ZIP 23145 Cambridge Street, Cambridge, MA 02139Landlord's Name Lester LodgedaleHow Long at This Address one yearLandlord's Phone Number 857-993-6875Rent and Payment Period \$675/monthReason for Leaving finished college and started a new job**Employment**Current Employer Name and Address UC Berkeley Anthropology ProgramSupervisor Name Prof. Alana AlbersworthSupervisor Phone Number 510-688-2145Monthly Salary \$2,417 (includes stipend and research assistant salary)**Financial Information**Bank Name First Bicoastal BankBalance \$12,793Savings Account # 3129-6125-1247-9126Current Balance \$10,041Checking Account # 4719-1352-2459-9834Current Balance \$2,752**Attach \$35 check for screening expenses made out to: Will Walters**

CHAPTER 1 MATERIALS

LEGAL MEMO RE: FAIR HOUSING

Berkeley Legal Clinic
2013 Center Street, Suite 310
Berkeley, CA 94704

MEMORANDUM

To: Sam Pellegrino, Supervising Attorney
From: Matt Madison, Certified Law Student
Date: August 24

RE: Federal Fair Housing Act

The federal Fair Housing Act (FHA) was enacted in 1968 with the goal of providing “within Constitutional limitations, for fair housing throughout the United States.” 42 U.S.C. § 3601. The FHA was passed as Title VIII of the Civil Rights Act of 1968 just one week after the assassination of Dr. Martin Luther King, Jr.

In 1988, Congress amended the FHA after finding that racial discrimination was still rampant—it estimated that there were as many as 2 million discriminatory acts nationwide each year. H.R. REP. No. 100–711, at 15 (1988), *reprinted in* 1988 U.S.C.C.A.N. 2173, 2176. The House Judiciary Committee cited the weak public enforcement mechanisms as the cause of the statute’s inefficacy, and empowered the Department of Housing and Urban Development (HUD) to bring cases before administrative law judges. *Id.* at 16. The 1988 amendment also added protections for families with children. *Id.* at 19. The Committee cited the importance of the family unit as the most “fundamental social institution of our society” and Congress’ broad commitment to “provide a decent home and suitable living environment for every American family” in explaining the motivation for this change. *Id.* In addition, the Committee noted that, since black and Hispanic families often have more children than white families, adults-only housing policies often have a racially discriminatory effect, as well. *Id.* at 20.

Under the FHA, it is unlawful to refuse to sell or rent, or to refuse to negotiate a sale or rental, on the basis of race, color, religion, sex, familial status, or national origin. 42 U.S.C. § 3604(a). The FHA defines “familial status” as one or more individuals under the age of 18 being domiciled with a parent or guardian, or a designee of a parent or guardian. *Id.* at § 3602(k). It is likewise unlawful to discriminate in the terms or conditions offered, to advertise that the sale or rental of property will be restricted on the basis of the protected traits, and to represent on the basis of the protected traits that an apartment is not available when in fact it is. *Id.* at § 3604(b)–(d). Finally, the statute contains protections for people with disabilities. *Id.* at § 3604(f). The FHA applies to all dwellings, except for single-family homes that are being sold and rented by the owner, as long as that owner does not own more than three such homes and does not use a mortgage broker, rental agency, or other agent to rent or sell the property. *Id.* at § 3603.

There are administrative law and civil litigation mechanisms for enforcing the FHA. I will focus here on the civil litigation mechanisms. An individual may bring a private cause of action under the FHA within two years of the violation; filing an administrative complaint is not a prerequisite. *Id.* at § 3612(a)(1)–(2). The remedies available for a violation of the FHA are actual and punitive damages, injunctive relief, and attorneys’ fees (unless the prevailing party is the United States government). *Id.* at § 3613(c). The Attorney General may also bring a complaint under the FHA in cases where there is a pattern or practice of housing discrimination. *Id.* at § 3614(a).

Nothing in the FHA limits or invalidates any state or other laws that protect the right to fair housing, although state laws permitting discriminatory acts will be held invalid. *Id.* at § 3615.

CHAPTER 1 SKILLS EXERCISE

COMPLAINT

This exercise requires you to add factual allegations to Paula Patt’s complaint describing her efforts to rent the apartment and her experience with Will Walters. Your portion of the complaint should be written on the Exercise 1 form where it reads “Describe Paula Patt’s claim against Dan Donner. This may require several paragraphs. Add numbered paragraphs as necessary.” Accordingly, the entire exercise should be drafted on that form prior to paragraph nine.

The critical portion that has been left for you to draft is the portion in which you will apply the facts you have learned from the materials in the casefile thus far. These materials include:

- The interview with Paula Patt
- The student notes after the interview with Paula Patt
- The internet ad for the apartment
- The email regarding 1357 Telegraph Avenue
- The rental application
- The legal memo on the Federal Fair Housing Act

Take that information and use it to add persuasive factual allegations to the complaint. A successful complaint will meet the pleading standard set out in *Swierkiewicz*, *Twombly*, and *Iqbal*. This exercise should be completed after you have studied these cases in your Civil Procedure course.

Some tips for drafting the complaint:

- Include all facts that are relevant and favorable to your lawsuit so that the reader understands what happened and why those incidents were a violation of the law.
- Anticipate what a motion to dismiss under *Twombly* and *Iqbal* might look like, and ensure you have enough facts and a strong enough narrative to overcome it.
- Do not argue; make objective statements of fact. But draft the facts in a logical and persuasive way.
- Although you do not need to cite sources for your allegations in a complaint, be sure that you have some basis for the facts that you allege. In this case, that means all of your allegations should be based on the materials listed above—do not add additional facts that you cannot support.
- Do not include any case law here.
- Note that Rule 5.2 of the Federal Rules of Civil Procedure provides that a minor may be identified only by initials in a public court filing. If you refer to Sally Patt, you should use “S.P.” rather than her name.
- Remember how crucial the complaint is to your case going forward! The complaint is how you commence the litigation and will be your first opportunity to tell your client’s story. If it is not well written, it could also be your last. In addition, this will be your first impression in front of the judge, so make sure there are no typos or grammatical mistakes.

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6 UNITED STATES DISTRICT COURT
 7 NORTHERN DISTRICT OF CALIFORNIA

8 PAULA PATT,
 Plaintiff,

Case No. C 1357 DBO

9 v.

**COMPLAINT FOR VIOLATION OF THE
 FAIR HOUSING ACT**

10 DAN DONNER,
 Defendant.

DEMAND FOR JURY TRIAL

/

11
 12 Plaintiff Paula Patt alleges as follows:

13 **PARTIES**

14 1. Plaintiff Paula Patt is an individual currently residing in Oakland, California, within the
 15 Northern District of California. She is unmarried and is the mother of S.P., who is a five year old
 16 girl.

17 2. Upon information and belief, Defendant Dan Donner is an individual, resides in Brooklyn,
 18 New York, and is the owner of the apartment building located at 1357 Telegraph Avenue, Berkeley,
 19 California. This building is located within the Northern District of California.

20 **NATURE OF ACTION**

21 3. This is a civil rights action for declaratory and injunctive relief and damages to remedy an
 22 act of discrimination in the provision of housing committed by Defendant Dan Donner, the owner of
 23 the apartment building located at 1357 Telegraph Avenue, Berkeley, California. Plaintiff Paula Patt

1 brings this action under the Fair Housing Act of 1968, as amended, [42 U.S.C. § 3601](#) *et seq.*, to
2 establish that she was rejected as a tenant on the basis of her familial status.

3 JURISDICTION AND VENUE

4 4. This action is brought by Plaintiff Paula Patt, on her own behalf, pursuant to the Fair
5 Housing Act, [42 U.S.C. §§ 3604](#), 3613.

6 5. This Court has subject matter jurisdiction over this action under [42 U.S.C. § 3613](#) and [28](#)
7 [U.S.C. § 1331](#).

8 6. Venue is proper in that the claims alleged herein arose in the Northern District of
9 California.

10 INTRADISTRICT ASSIGNMENT

11 7. The events giving rise to Plaintiff Paula Patt's claim occurred in substantial part in
12 Alameda County.

13 STATEMENT OF CLAIM

14 **8. Describe Paula Patt's claim against Dan Donner. This may require several paragraphs. Add**
15 **numbered paragraphs as necessary.**

16 9. Will Walters's refusal to rent the apartment to Plaintiff Paula Patt constitutes
17 discrimination against families with children in violation of the Fair Housing Act, [42 U.S.C. § 3604](#),
18 for which Defendant Dan Donner, Will Walters's employer and the owner of the apartment building
19 located at 1357 Telegraph Avenue, is liable.

20 10. Because she was unable to rent from Defendant Dan Donner, Plaintiff Paula Patt must
21 continue to search for an apartment and must currently stay in a motel.

22 11. Plaintiff Paula Patt has not yet found any other suitable and available apartment.
23
24

1 12. Plaintiff Paula Patt is currently living at a motel in Oakland, California, and paying \$700
2 per week (approximately \$3,000 per month).

3 13. The motel room where Plaintiff Paula Patt is currently living is smaller and more
4 expensive than the apartment that Will Walters refused to rent to her. It is also located farther from
5 the University of California-Berkeley campus where Plaintiff Paula Patt works.

6 14. Plaintiff Paula Patt has suffered emotional distress and humiliation caused by Will
7 Walters's discriminatory conduct.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, the Plaintiff Paula Patt prays that the Court enter judgment that:

10 15. Declares that Defendant Dan Donner has committed discriminatory housing practices, as
11 set forth above, in violation of the Fair Housing Act, [42 U.S.C. § 3604](#);

12 16. Enjoins Defendant Dan Donner from discriminating on the basis of familial status against
13 any person in any aspect of the rental of a dwelling pursuant to [42 U.S.C. § 3613\(c\)\(1\)](#);

14 17. Orders Defendant Dan Donner to rent the apartment in question or the next available
15 comparable apartment to Plaintiff Paula Patt pursuant to [42 U.S.C. § 3613\(c\)\(1\)](#);

16 18. Awards monetary damages to Plaintiff Paula Patt pursuant to [42 U.S.C. § 3613\(c\)\(1\)](#);

17 19. Awards punitive damages to Plaintiff Paula Patt pursuant to [42 U.S.C. § 3613\(c\)\(1\)](#); and

18 20. Awards attorneys' fees and costs to Plaintiff Paula Patt pursuant to [42 U.S.C. § 3613\(c\)\(2\)](#).

19 21. Plaintiff Paula Patt further prays for such additional relief as the interests of justice may
20 require.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff Paula Patt demands a jury trial for all issues so triable.

23 Dated: August 28

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Respectfully submitted,
/S/

Sam Pellegrino
Attorney for Plaintiff