

Exhibit A

HONORABLE HOLLY B. FITZSIMMONS
UNITED STATES MAGISTRATE JUDGE

CONFERENCE DATE: 29 APRIL 2019

Case # BCV957 Title: BACKMON
(SRU)

ATTORNEY & CLIENT SIGN IN SHEET

PLEASE PRINT LEGIBLY

<u>Plaintiff</u>	<u>Arrival Time</u>	<u>Defendant</u>	<u>Arrival Time</u>
Carla Backmon ^{1st} + son + daughter	10:43am	JDA et al	
Greg Kirschner	10:45		
Tucker McWary	10:45		
Shirley Falder	10:55	Southwood & BCJ	
John Elliott	10:55	Southwood & BCJ	
	10:55	Greg Konover, Konover Residential	
	10:55	Shel Myers Konover Residential	
Karen Konover	10:59	Karen Konover for JDA	10:59
		Michelle Moring - JDA	10:59

Start Time: 11:00 End Time: 5:30

Type of Conference: ■ Settlement ☒ Settled; ☐ Parties to Report Back _____; ☐ Not Settled)
☐ Status
☐ Final Pretrial
☐ Discovery
☐ Case Management

Entered CM/ECF ☐

18 a 957 (Skw)

4/29/2019

	<u>II demand</u>	<u>Δ offer</u>
JDA	72,500	10,000 w/ cond 5
BCJ	58,900	12,100
Konover	27,500	6,000
city	34,000 + sect 8 home	5,000 /unbuy on voucher

- Δ Still in N.C. Arvon - no home ownership program -
Nowell is nearest home ownership program -
wd have to reside there
Virginia address for all 12
no arrears - Annette - Feb/March - looking
but received all other payments -
no complaints
annual recertif done - smoothie - Denham -
no complaints abt housing.

Individual offers/demands not useful.

All think it's a repay case - do they file ST?
False understanding of liability exposure -
believe there is none -
Present a global number -

Demand shd be less collective

no document re medical

Spread sheet included fix from Denver -

II

[REDACTED] Traumatic.

need them to understand toll on family. Having to deal w/ Ther.

greg. Possib of winning on SJ - not rare -
Reas accommod claims are for intensive

Don't understand 4 of decision does -

2 things = right to choose + right to healthy sh+hous

① - home ownership vouchers -

Joint vouchers HUD / DAS

Scenarios very helpful

HUD has done awesome job

Issues = SKCC + Beacon

+ managing agencies - issue = failure to apply the law as designed -
subjecting homeowners / renters

HUD.gov

TRO to protect where I'm living. They pd 4 mos.
Still a month behind -

upside the landlord + makes renewal less likely. Pd off when submitted said they had not pd.

used reas accommod to request home ownership

Denied ownership as reas accommod

Don't have to use R/A

Why are they saying no (Denbury / John D'Amor)

Inspection - enforce HUD HOS w/ all ds bec
not doing what is required w/ law

Pat Kelson inspector. Last wk came through - requirements on a form. Didn't use any
OMB 2577-0169 never used

JDA form is altered - if no valid #,
shd have to respond to it.

Inspection did not give copy of signed inspect
form - had to ask DHA.

In Colorado, had great inspectors who did a walk-through. we told landlords had to fix things before we'd pass it - didn't mess out on unit. Supposed to use form - altered bec formal different. Not used during inspection. Didn't walk room by room - Verify. Asked abt amenities.

↳ all units - checklist not used & most units we have failed bec had issues -

need better understanding / training. Don't follow protocols. 110% HA. JDA authority to go → 120% (exception of payment). Then shd go → HUD, w/ supporting docs. never did that. Denied repeatedly as was accommodated.

Portability Training. When moved from Colorado, had funds + locations in mind - NH, Danb, Shomhd. Didn't have car - public transport. JDA (Michelle Mohr) supposed to accept whatever I gave her even if more. Denied + denied + denied. Running out of \$. Begged her to approve something. She said to wait for 2nd one even tho' being in shelter. "Regardless of amt" even if.

↳ we'd have avoided health issues -

mold exposure made migraines worse. We'd have been in suitable place, not shelter. Washington ave in Shomhd - we'd have been safe + suitable. Not that much more.

Approved 2 Bk which was more. Called it 3 + 1 complained they raised the rent. Child services wd not have become involved. Communicable diseases - had to clean bathroom daily -

Somebody else started a fire, 7+11

(*)

To settle, want to be compliant w/ medicare so the recovery of \$ needs to not interfere w/ needs-based

24 CFR 50609. Income inclusions/exclusions.

no asset limits, cash lump sums →

Civil RS ok except medicare - who do you want to report to.

Social Security, medicare, Section 8.

Avalon New Canaan - "affordable apt" -

Concerned abt renewal - contingency on inspection

Want to stay in new Canaan - instability - accident in 2011. not so traumatic as moving to CT.

Want to choose - 1) home ownership in New Canaan -

2) possibility

3)

greg

Brief interaction - HA not able to do home ownership.

State Sec 8 voucher held by JDA, administered by DHA but not DHA voucher

Will be able to negotiate how JDA voucher can negotiate home ownership program.

Closest location → normally for home ownership program - ? cd tx.

II More feasible to get commitment to help access good faith argument = they can't.

DHA managing me - cd do same (they do ownerships - no technically - works the same way.

greg

agreement to continue to comply w/ FARA includ fees account +

Enforceable before court as contract -

II Retain juris to enforce settlement - not

greg close case + referee another yr.

II "Perpetual juris." 3 yrs? - greg.

Pattern of noncompliance - cannot be combatted w/o oversight

Konover - second hand smoke. Patel + harassment -
to sign illegal agreement to move - SP said
it was chosen -

② Training for AS - FTA, exceptions, etc -
JDA - Pat Nelson training for inspectors -
use correct form - won't be a cost -
just use form -

State of CT provides CHRO training -
plus a

③ Facilitate renewal of lease @ Ardow -
resolve rent issue - due for renewal @ end
of June -

④ Home ownership

⑥ Settles & long sum w/ Sec 8

⑤ Monetary settlement. 4 y of kids lives.
Hospitality, medical needs - basic necessities
like clothing. 9x in 4 y. 3x homeless.

$$32 + 15 = \$47,000.$$

"Why are they trying to kill us?"

Being compliant, how can I find another
unit b/c she didn't like the one I found.

> Freedom to choose & healthy safe
living arrangements"

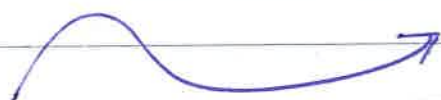
Medical expenses in six figures = 158,092.57
billed. Pd \$26,700 Satisfied by Medicaid. after
Beacon was 3 mos → present Still have bills.

Wont accept payout of out of pockets alone -
Value on pain/suffering.
Combined offer = 30,000.

Not aware of medicid fees -

\$26,700 includes children - not asking to rewrap -

Don't want to give it to choose → denying me right -
Will ask for appointed counsel (checking out
Children have As w/ FHA - DC counsel -
4x - no)



Greg. 1) Comply w/ FHA - regs re quality stds. (continuing juris
to emp settlement.
2) FHA money for all As, specific emphasis
on re's accommods.

JDA/DHA + Kelso n - training/tech advice on
inspection (1100)

3) Support renewal of lease w/ Avalon

4) Home ownership program

5) Global demand \$123,700 (down in 192)
Large sum not part of calculation

5) Confidentiality? Kover opposed →

Reporting/disclosure requirements -

Prob @ Southwood re mold if they
don't get act together. (Beacon)

Sleeping in car - pediatrician told her
to find another residence -

> mold was properly handled - housed her
during remediation - did total renov -

Supplemental lab issues -

Southwood settled w/ similar cases in another
case - least likely to get ST

Kover - gave up claims to move move
not be in dispute - [JDA/DHA would be involving]

Regulations - WA has to have Home ownership program
That's accepting participants to put her into the
as res. accommods -

DIC what other H/As have open ownership program
Letter from Dept of Housing (Michael Serrano)
explaining complicated to unroad agree to help
where possible

all day last week - Thursday
Recs accommod training
>300 PHAs, prop owners. NARO ^{Ch chapter} + ChRO
in Feb
H/D mandates every other yr - training w/
certif

Global highest + best offer

All nonmonetaries but retention of jobs
will provide one-time costs
all her requirements
quality control career units based
on CMAP scores. Evaluated + graded
3-5% stock @ high level
Indep inspector HDS - document that

Training ok

Confidentiality except FOIA

Home ownership - if she presents to
put out → H/A that has home ownership
+ has accepted her, will grant
accommod.

\$46K. Highest + best body will fund
ST motions -

Everyone will file

JDA - discretion to G → granting. If HUD ~~did~~ did not give discretion, denied. > 125%. Also above affordability - more than 40%. If HUD pays more for her. A find alternative to purposes of program. Agree on facts -

up to landlord to let tenant out of lease - cannot move them if not released from lease → ADA issues but not HA oblig.

Tucker - has gone → HUD about these issues. She could not get an investigation from HUD. Head of HUD office + reass accommodation person - they said it was fine so a problem for them -

30 days of signed agreement -

Checks → landlord - looking for them - next release.

10,000 checks/mo. outside contractor - from Oregon (PBowes) - all automated - 1st of month to address listed by landlord. Michelle has spent hrs doing this!

Flaw in JDA logic is that decision on basis of race - relief of Konover lib. Indep (K) HAP - PA can release center if place unsafe/uninhabitable. Cd terminate if unfit to inhabit.

HAP (K) requires compliance w/ all laws included FTA - wd be bases to terminate if Konover wanted to cond. release on gummy up

HA still willing to settle individually if not successful in group.

When complained to HUD, they said they had to deal w/ HA, not TI. Chose to go → HUD + they said get legal help.

Homeless when escalated → HUD + ansr of housing → Convers among all 3 agencies - put TI in 1 BR apt - requested recs accommod + they approved 1 BR @ Konover. Why no approval for 3 BR ?? contacting HUD on daily basis.

Manager gave letter w/ address @ time. "make sure they send it here" Virginia address is correct

~~ADD~~ Addl work will > \$46K.

DRS disgusted w/ what happened. City of Stamford Inspectors - they have limitations -



greg alone

close on finzn side
continuing juris - enforceable (e) - signif issue -

last best from here ??

Center might represent here - some claims not be unnable, esp w/ counsel -

→ potential fees =

Certifs ed satisfy continuing juris - narrow issues that could come up again -

Issues in next 2-3 y? willingness to consider cont juris w/ process

greg 62? w/ process. His continued involvement 70. (46)

Thrilled w/ idea of a process →

Shura, Karen, Shel →

3 of them will pay 15-15-15 + Denbury only 10.
All in this together - want to resolve →
If she will accept ^{w/ his 10p} 55 they will come up w/ it
unpaid better than insur. offers
Pressure from clients + unstable \$
@ 60-65, not blow up -

But wd then resort → insur.

Tucker don't have any more. All PHA \$. Self-insured -
Big checks where warranted -
Here PHA is the agent - not counterclaiming
10K is ~~100K~~ \$ not to the public

Shel (62) - they will do if it settles
- no concern abt split - they
will work out.
- ok on juris retention - work out a
process

2 yrs →

evidence of training everybody get +
proper form being used.
most recent + next scheduled
certifs

Transfer → home ownership program

(62,000) w/in 30 days of agreement signing
Lump sum for Section 8 → w-9
Confidentiality except for FOIA.