

SHORT TITLE: Progress Foundation versus Joyce Cassells	CASE NUMBER: 036947
--	-------------------------------

ANSWER—Unlawful Detainer

Page two

- g. Plaintiff accepted rent from defendant to cover a period of time after the date stated in paragraph 8.b. of the complaint.
- h. (*nonpayment of rent only*) On (date): _____ defendant offered the rent due but plaintiff would not accept it.
- i. Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
- j. Other affirmative defenses. (*Briefly state below in item 4.k.*)
- k. **FACTS SUPPORTING AFFIRMATIVE DEFENSES CHECKED ABOVE** (*Identify each item separately.*)

See attachments for:

- 3.b.(1) on page 3 of this pleading;
- 4.a. on page 3 of this pleading;
- 4.c. on pages 3-4 of this pleading;
- 4.d. on page 4 of this pleading;
- 4.e. on pages 5-6 of this pleading.

Continued on Attachment 4.k.

5. OTHER STATEMENTS

- a. Defendant vacated the premises on (date): _____
- b. Defendant claims a credit for deposits of \$ _____
- c. The fair rental value of the premises in item 12 of the complaint is excessive (*explain*):
- d. Other (*specify*):

6. DEFENDANT REQUESTS

- a. that plaintiff take nothing requested in the complaint.
- b. costs incurred in this proceeding.
- c. reasonable attorney fees.
- d. other (*specify*):

Joyce Cassells

(Type or print name)



(Signature of defendant or attorney)

(Type or print name)

(Signature of defendant or attorney)

(Each defendant for whom this answer is filed must be named in item 2 and must sign this answer unless represented by an attorney.)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the defendant in this proceeding and have read this answer. I declare under penalty of perjury under the laws of the State of California that this answer is true and correct.

Date: January 31, 1990

Joyce Cassells

(Type or print name)



(Signature of defendant)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): TELEPHONE NO.: (415) 221-5490

Recording requested by and return to:
F. Thomas Huster
Huster & Schneider
P.O. Box 18005, San Francisco, CA 94118

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

NAME OF COURT: **Municipal Court of the State of California**
 STREET ADDRESS: **City Hall, Room 301**
 MAILING ADDRESS: **400 Van Ness Avenue**
 CITY AND ZIP CODE: **San Francisco, CA 94102**
 BRANCH NAME: **Municipal Court**

PLAINTIFF: **Progress Foundation**
 DEFENDANT: **Joyce Cassells**

WRIT OF EXECUTION (Money Judgment)
 POSSESSION OF Personal Property
 Real Property
 SALE

~~SHERIFF'S FILE~~
 NO. **058842**

3 50

CASE NUMBER: **036947**

FOR COURT USE ONLY
 90 APR 16 20
 FLETC
 COUNTY OF SAN FRANCISCO

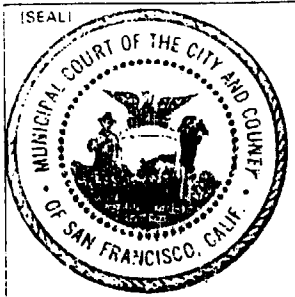
- To the Sheriff or any Marshal or Constable of the County of: **The City and County of San Francisco**
 You are directed to enforce the judgment described below with daily interest and your costs as provided by law.
- To any registered process server: You are authorized to serve this writ only in accord with CCP 699.080 or CCP 715.040.
- (Name): **Progress Foundation**
 is the judgment creditor assignee of record whose address is shown on this form above the court's name.
- Judgment debtor (name and last known address):

Joyce Cassells
575 2nd Avenue
San Francisco, CA 94118

- See reverse for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.
- This writ is issued on a sister-state judgment.
- Total judgment \$
- Costs after judgment (per filed order or memo CCP 685.090) . . . \$
- Subtotal (add 11 and 12) \$
- Credits \$
- Subtotal (subtract 14 from 13) . . . \$
- Interest after judgment (per filed affidavit CCP 685.050) \$
- Fee for issuance of writ \$
- Total (add 15, 16, and 17) \$
- Levying officer: Add daily interest from date of writ (at the legal rate on 15) of \$
- The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

3.50
 3.50

- additional judgment debtors on reverse
- Judgment entered on (date): **3-7-90**
 - Judgment renewed on (dates):
 - Notice of sale under this writ
 - has not been requested.
 - has been requested (see reverse).
 - Joint debtor information on reverse.



Issued on (date): **MAR 14 1990**

Clerk, by **[Signature]**, Deputy
D. PASTOR

NOTICE TO PERSON SERVED: SEE REVERSE FOR IMPORTANT INFORMATION

(Continued on reverse)

Joyce Cassells
575 Second Avenue
San Francisco, CA 94118
(415) 386-1914

- ATTACHMENTS:
3.b.(1)
4.k. (for 4.a.,4.c.,4.d.,4.e.)

Plaintiff: Progress Foundation

Defendant: Joyce Cassells

Case number 036947

3.b.(1) Plaintiff's complaint, paragraph 11: On January 2, 1990, defendant owed a total of \$444.00 (four hundred forty four and no/100 dollars) to Progress Foundation for "rent," including \$172.00 for December, 1989, \$172.00 for January, 1990 and \$100.00 deposit. In addition, approximately \$60.00 is owed Progress Foundation for utility payments, as of January 2, 1990.

Because the contract governing my interaction with Progress Foundation obligates me to receive mental health services and obligates Progress Foundation to provide mental health services to me, and I have not yet been able to get information about any possible additional payments from the City of San Francisco to Progress Foundation for the purpose of providing mental health services to mental health clients within cooperative apartment settings, I am using the term "rent" with reservations about its accuracy and appropriateness in defining the legal relationship between plaintiff and defendant in this case.

4.a. Habitable premises, in this case, are premises which facilitate my recovery from depression. Because of my own creative, intellectual and emotional needs, a private (nonshared) room is appropriate. Plaintiff has continued to threaten me with another roommate the nature of whose mental illness will be unknown to me. The last roommate appeared to be schizophrenic and had an emotional breakdown over the six week period we shared a room. Plaintiff ignored the information I shared about that client's behavior and ignored my pleas that plaintiff should help her. In appropriate roommate placements can in itself be harassment.

4.c. I believe this eviction to be somewhat unusual since plaintiff, as represented by Rosemarie Hastings and Phil Wilson, has indicated in conversations with defendant that Progress Cooperative Apartments has a significant problem with clients who are many months behind in their "rent." Further, this eviction attempt is one event in a series of events spread over the time period June 1989 through December 1989 in which I was the victim of harassment from Rosemarie Hastings and Phil Wilson over their counseling and administrative strategies in regard to my residency in the cooperative apartment program of the Progress Foundation.

When I moved to the unit in question, I had neither the first month's "rent" nor the deposit requested. I was given the impression that it was a common practice of Progress Foundation to allow mental health system clients some leeway in catching up on requested payments. In November 1989, I was able to catch up on my "rent" payments, with only the deposit amount still outstanding. Changes in my financial situation (a temporary, part-time job, which ended 11-14-89) resulted in my being dropped from GA temporarily and reinstated in late December 1989. Plaintiff was kept aware

of these changes in my financial status and knew that I would be receiving GA checks a little later than normal for the period January 1-15, 1990. In fact, I had received enough in payments to pay plaintiff the amount requested on January 4, 1990. Because lateness in "rental" payments is likely to be a recurrent problem for me as long as I am dependent on GA for financial support (\$341.00 per month), I did not believe that compliance with the three day notice I received on January 3, 1990 was either appropriate or realistic for me. I was dropped temporarily from GA because I openly and honestly reported my earnings as a self-employed person. I did not try to get around GA rules by lying about my temporary, part-time self employment.

Because I have no reason to believe that evictions are a common practice of Progress Foundation, I was sufficiently alarmed to question James Harstad (from whom I received the three day notice) about the motives behind the eviction decision. I was told that my being late with my rent would force plaintiff to close this apartment as a program unit. However, this housing unit has not had full occupancy, as plaintiff defines full occupancy (4-5 residents) since July 1989; and except for two weeks (December 22 to January 5), I have lived alone in this unit since December 1, 1989. Three additional clients are scheduled to move to this housing unit, probably on February 1, 1990.

The events of harassment which I have experienced from counseling staff include: being pressured to take actions in regard to employment which were actions contrary to the advice of my psychiatrist, Dr. Harry Z. Coren; being bombarded with apparent rumor in counseling sessions; being pressured to interact with other clients in ways which are detrimental to my recovery from my emotional problems; allowing sicker clients to dominate activities and interactions within the housing unit; failing to respond to information about negative changes in the emotional state of the client who was my roommate so that I spent six weeks having to cope on my own with a woman having an emotional breakdown, a client who got help only from Mt. Zion Crisis Center; failure to respond to information about negative changes in another woman client living in the house, whose problems were also such that she moved from the house; blatant bias against me shown in counseling sessions and in house meetings attended by other residents; use of substantial amounts of time in counseling sessions to pressure me about my financial situation instead of gaining information about my emotional state, especially during the year-end holiday period which was very difficult for me emotionally. I once had to yell at Hastings to get her to listen to my concerns about my emotional state during the holidays.

4.d. Plaintiff's obligation under the contract which I signed before moving into the unit on June 9, 1989, is to provide mental health services which facilitate my recovery from depression. This legal obligation is established both in the contract signed by me, defendant, and by Phil Wilson, plaintiff's representative and in the contract which plaintiff has with the San Francisco Mental Health Department (as described by their representative Fancher Bennett in a telephone conversation with defendant on January 26, 1990). I believe that it is reasonable for me to expect that the mental health services provided me under contract should facilitate my recovery from depression, rather than delay my recovery or even worsen my depression.

I believe that plaintiff is legally responsible for any emotional injury or damages which I've sustained while a resident in this program resulting from their harassment of me with consequent delay of my recovery and during some periods of time such increased stress that they made my recovery more difficult than it would have been without the harassment.

4.e. California State law specifies: "You have the right to receive treatment in state supported facilities even if you are unable to pay for the full cost of your care. However, if the facility is not supported by state funds, you will have to pay the full cost of the treatment you receive" (Handbook of Rights for Mental Health Patients, 1986, State of California). I have never refused to pay the cost which I contracted to pay; I have had difficulty making the payments on time. Apparently, Progress Foundation receives state funds, but not for the cooperative apartment program (information from Fancher Bennett). I believe that it is inappropriate, legally, for plaintiff to evict me simply because I am late in my "rent" payments. I have no reason to believe that it is either the policy or the common practice of plaintiff to evict clients who are late in their "rent" payments.

Further, I believe that it is my commitment to my religious and spiritual beliefs (Quakerism, especially my commitment to truth) and my unavailability for romantic and/or sexual relations with clients or counseling staff which are a central reason for plaintiff's harassment of me in counseling sessions and in house meetings. I terminated my counseling sessions with Phil Wilson in August 1989 because of his silent laughter in counseling sessions whenever I mentioned my emotional pain at some of the events of my life. I subsequently began counseling sessions with Rosemarie Hastings in which harassment continued, as described above in items 4.c. and 4.d.

Finally, my ability to evaluate the professionalism, or the lack thereof, of the approach of counseling staff toward me appears to be threatening to Hastings and Wilson. I have professional experience as a program evaluator.

The role that commitment to truth has played in my emotional life is very important. I believe that adherence to truth has helped to keep me sane. I had this insight in the early or mid 1980s. However, today I had the insight that, subconsciously, I was probably attracted to the Religious Society of Friends for the very same reason. Adherence to truth is very important to me not just spiritually but perhaps primarily emotionally. The spiritual and emotional aspects of my psyche are not equally exclusive. In light of this realization, I can now see that rejection by this religious group (approximately one year ago) could cause me severe emotional problems even though I could see clearly, intellectually, that truth and other principles central to Quakerism are not a significant part of the San Francisco meeting and not a significant part of many other of the Friends' meetings.

I still have trouble understanding how people who lie a lot manage to retain their sanity. I believe that it is possible for whole cultures to develop schizophrenic traits which support the segmental ways in which modern life operates. In fact, my observation is that the principal slogan of the 1980s in this country was "Just lie." If you are inconvenienced by any one or any principle, just lie, say you are tolerant, nonracist, honest, whatever, and then just do whatever you want, whatever immediately benefits you; just put on a good front to cover your greed and evil impulses.

Quakerism still seems to me to be a rather wonderful approach to spiritual life. However, I have to accept that for the most part, organized Quakerism is a gigantic failure.

To some extent my commitment to truth is an adherence to my own view of

the world because so few people value truth as highly as I do, even among scientists. My early impressionable exposure to good literature has helped me to incorporate within my psyche the realization that life is a struggle in which courage is required and that commitment to principles helps stabilize and organize in the face of opposition which prefers a certain amount of chaos for purely political reasons.

The "uproar game" is the coverup game. The eviction process initiated by Hastings is an uproar strategy. Being behind on my rent is the only fault Hastings can factually attribute to me as a client in the mental health system. I believe that in emotional terms, Hastings finds the uproar necessary because she needs to coverup her own severe lack of professionalism. She was so out of touch with reality that she believed that no one is capable of professional behavior and somehow blames me for any pressure she is now getting to behave more professionally. (She once asked me just to tell them what to do.) She seems to believe that getting rid of me will eliminate any pressure for her to behave professionally, that nobody expects her to behave professionally toward the other clients who pass through the system. Why she should be exempt from this requirement is not clear, since I observed at least one or two other mental health facilities (one of them run by Progress Foundation) which are better managed; but both of these better-run facilities were (and are) subject to licensing and supervision by psychiatrists.

Progress Foundation is almost certainly misrepresenting the facts when they say they want to evict me over late rental payments alone. The other residents of this housing unit left very gradually, beginning last July and Progress has yet to replace a single one of them. If they can afford not to replace clients over a six month period, it is a little weird to expect my rental payments alone to enable them to keep this house open (as Harstad said).

My response to Progress Foundation pressure on me to move is: 1) to question their motives for evicting me (no new residents for six months, their apparent dislike of me and of my daring to criticize them), 2) to question their position that our relationship is merely that of landlord and tenant, 3) to assert my various rights to receive mental health services whether or not I can afford them and certainly whether or not I can pay for them on time, 4) to reveal their harassment of me (of which attempted eviction is just an example), 5) to attempt to hold them accountable for providing mental health services which facilitate my recovery (instead of using strategies calculated to drive me into a poorer state of mental health, out of dislike for me), and 6) to question, really, whether it could possibly be legal for them to evict me, given the facts and circumstances of our relationship. This is my position whether or not they take me to court.

I don't dislike them; I have decided to leave when it is economically practical for me to leave rather than wait until I am emotionally strong enough to be self-supporting without risk of setback into suicidal feelings and intentions, the emotional achievement almost certainly farther in the future than the economic achievement. Life is full of risks, some of which I may be able to handle better than living exclusively with mentally-ill people and dealing with apparently, malicious staff people.