

**HAWAII PUBLIC HOUSING AUTHORITY
NOTICE OF
BOARD OF DIRECTORS MEETING
1002 North School Street, Building A
Honolulu, Hawaii 96817
Thursday, April 17, 2025
9:00 a.m.**

AGENDA

**THIS MEETING WILL BE HELD VIA ZOOM (INTERACTIVE AUDIO VISUAL
CONFERENCE TECHNOLOGY) OR TELECONFERENCE CALL (AUDIO-ONLY
COMMUNICATION) AND AT 1002 NORTH SCHOOL STREET, BUILDING A,
HONOLULU, HI 96817**

Viewing/Participating in the Meeting:

Zoom: The public may participate in the Board meeting as it happens via Zoom (a free video conferencing service to hold virtual meetings online) by clicking on this link: <https://zoom.us/j/81665510246?pwd=NHlyWkVKYkw1Y3puRlFOZzFmYTNXUT09>
When prompted, enter the Meeting ID: 816 6551 0246 and the Password: x71pPw

Alternatively, the public may also participate via telephone by calling: 1-669-900-6833. When prompted, callers should enter the Meeting ID: 816 6551 0246 and the Password: 771231. We request that meeting participants change the display on their device to show their first and last name to expedite rollcall. Please keep in mind that many devices will display your cellphone number if not changed.

If the Hawaii Public Housing Authority (HPHA) loses internet or Zoom connection during the meeting where audiovisual communication cannot be maintained with all participating Board members and quorum is lost, the meeting will automatically be recessed for 30 minutes to restore audiovisual communication. **Audio-Only Communication:** If the attempt to restore audiovisual communication is unsuccessful, all Board members, staff, the public may continue to participate in the Board meeting via teleconference call by calling 1-862-799-9759, whereby audio-only communication will be established for all participants and the meeting will continue. When prompted, callers outside of the United States should enter the Access Code: 8232649.

Physical Meeting Location:

The public may also attend the meeting at 1002 North School Street, Building A, Honolulu, HI 96817, which will be connected via Zoom to the remote meeting. At this time, no Board members are scheduled to be physically present at this location.

Providing/Submitting Testimony – Written, Oral, Audiovisual:

Interested persons can submit written testimony in advance of each meeting that will be distributed to the Board members prior to the meeting. Written testimony should indicate the relevant agenda item. Submit written testimony via email to rochelle.k.kepaa@hawaii.gov or via postal mail to the Hawaii Public Housing Authority at P.O. Box 17907, Honolulu, HI 96817. We request written testimony be submitted no later than 48 hours prior to the scheduled meeting to ensure that the testimony may be distributed to the Board prior to the meeting. Late written testimony will be distributed to the Board at the meeting and retained as part of the record and distributed to the Board members as soon as practicable, but we cannot ensure they will receive it with sufficient time for review prior to decision-making on the agenda item in question.

The Board will also consider public testimony given at the meeting on any item relevant to this agenda. Pursuant to Section 92-3, Hawaii Revised Statutes, and Section 17-2000-18, Hawaii Administrative Rules, the Board may limit public testimony to three minutes per agenda item.

Individuals may submit oral testimony during the meeting by sending an email request to rochelle.k.kepaa@hawaii.gov no later than Tuesday, April 15, 2025, or by using the “Raise Hand” feature in Zoom, or by simply announcing/identifying themselves when the item they want to testify about during the public testimony portion of the meeting is opened. Individuals may also provide audiovisual oral testimony by using the “Raise Hand” feature in Zoom, clicking the “Unmute” icon to talk, and clicking the “Start Video” icon to turn camera on.

Executive Session: If or when the Board of Directors enter executive session, all non-Board members will be moved to the virtual waiting room by the HPHA. Individuals are welcome to wait in the virtual waiting room and will be readmitted to the meeting at the end of the executive session.

I. CALL TO ORDER/ESTABLISHING QUORUM

II. APPROVAL OF MINUTES

Regular Meeting Minutes, March 20, 2025

III. DISCUSSION AND/OR DECISION MAKING

- A. To **(1)** Approve the Update of the Predevelopment Loan Agreement (“Loan Agreement”), Predevelopment Loan Assignment of Project Documents (“Assignment”), and Non-Negotiable Phase-Related Predevelopment Loan Promissory Note (“Note”) Between the Hawaii Public Housing Authority (“HPHA” or the “Lender”) And Kuhio Park 2, LLC

("Borrower"), Which Covered Up To Fifty Percent (50%) Of Predevelopment Costs for Phase I Incurred By Borrower, to Reflect KPLR Phase 1, LP as the Updated Borrower ("Updated Borrower") Pursuant to the Transfer Agreement Approved on March 20, 2025; and **(2)** Authorize the Executive Director, in Consultation With the Hawaii Public Housing Authority's Attorneys, to Extend the Loan Agreement and Note to a Maturity Date of the Latter of (a) The Closing; or (b) August 1, 2025

(The Board may go into Executive Session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(3) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities related to this this agenda item and to consider personnel matter and matters affecting privacy.)

- B To Authorize the Executive Director to Take All Action Necessary to Deregister All or Portions of Hawaii Public Housing Authority's (HPHA) Property(ies) Registered in the Land Court System in Hawaii, Which Includes But Is Not Limited to Requesting Assistance From the State Surveyor With the Maps and Property Description Needed for the Deregistration Process, in Consultation with the Department of the Attorney General

(The Board may go into Executive Session pursuant to Hawaii Revised Statutes (HRS) sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities related to this motion.)

- C. Single Audit of Federal Financial Assistance Programs of the Hawaii Public Housing Authority

IV. REPORTS

- A. Executive Director's Report:

Monthly reports are included in the Board packet. Meeting updates will include the following:

- Ka Lei Momi Redevelopment Project
- Public Housing Occupancy Rates, NSPIRE Inspections, Tenant Account Receivables, and Relocation updates

The Board may go into Executive Session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities.

The Board agenda and packet materials, which include, meeting minutes listed under item II, a written description and narrative discussion of each item and supporting documents listed under item III, and the monthly Executive Director's report listed under item IV, for this meeting are available for inspection on the HPHA's website: <https://hpha.hawaii.gov/meeting-packets> and are available for in person review at the Board's office located at 1002 North School Street, Building E, Honolulu, HI 96817.

If you need an auxiliary aid/service or other accommodation due to a disability, contact Ms. Kanoe Kepaa by telephone at (808) 832-4694 or by email at rochelle.k.kepaa@hawaii.gov as soon as possible, preferably by close of business three days prior to the meeting date. Requests should be made as early as possible to have a greater likelihood of being fulfilled. If a response is received after Tuesday, April 15, 2025, we will try to obtain the auxiliary aid/service or accommodation, but we cannot guarantee that the request will be fulfilled. Upon request, this notice is available in alternate/accessible formats.

HAWAII PUBLIC HOUSING AUTHORITY
MINUTES OF THE REGULAR MEETING
HELD AT 1002 NORTH SCHOOL STREET, BUILDING A
HONOLULU, HAWAII 96817
ON THURSDAY, MARCH 20, 2025
IN THE CITY AND COUNTY OF HONOLULU, STATE OF HAWAII

The Board of Directors of the Hawaii Public Housing Authority held their Regular Board Meeting at 1002 North School Street, on Thursday, March 20, 2025. The Board meeting was conducted by video conference via Zoom.

The public was able to participate in the meeting via Zoom or telephone by calling in. The meeting was also open to the public for in person participation at 1002 N. School Street, Building A, Honolulu, HI 96817. No Board members were physically present at this location. It was announced that if the HPHA lost internet or Zoom connection during the meeting, the meeting would be recessed and reconvened pursuant to instructions in the posted agenda.

Chairperson Hall stated that the Board would accept public testimony on any item relevant to the agenda during the public testimony portion of the meeting and at the time the agenda item is called for discussion.

At approximately 9:12 a.m., Chairperson Hall called the meeting to order, held a roll call, and declared a quorum present. Those present were as follows and no one else was with them at their location:

PRESENT: Director Robert Hall, Chairperson
(Via Zoom) Director Betty Lou Larson, Vice Chairperson
 Director Susan Kunz, Secretary (Joined at 9:20 a.m.)
 Designee Joseph H. Campos, II
 Director Scott Glenn
 Director Lisa Anne Darcy
 Director Roy Katsuda (Left at 10:35 a.m.)
 Director Christyl Nagao
 Director Todd Taniguchi (Joined at 9:48 a.m.)

 Deputy Attorney General Linda Chow
 Deputy Attorney General Klemen Urbanc
 Deputy Attorney General Chase Suzumoto

EXCUSED:

STAFF PRESENT: Hakim Ouansafi, Executive Director
(Via Zoom) Barbara Arashiro, Executive Assistant
 Ryan Akamine, Chief Compliance Officer
 Bennett Liu, Chief Financial Officer

Rick Sogawa, Contracts and Procurement Officer
Becky Choi, State Housing Development Administrator
Benjamin Park, Chief Planner
Nicolas Ayabe, Housing Planner
Amanda Suyat, Hearings Officer
Jennifer Weber, Section 8 Chief
Shirley Befitel, Human Resources & Safety Officer
Andrew Tang, Housing Development Specialist
Dallis Ontiveros, Housing Information Officer
Angela Nabua, Secretary
Kanoë Kepaa, Secretary

OTHERS PRESENT (via Zoom/teleconference):

Chico Figueiredo, Office of the Governor
Tami Whitney, Office of the Governor
Lindsay Apperson, Office of the Governor
Jesse Wu, U.S. Department of Housing and Urban
Development
Jean Young, Plante & Moran LLC
Ashley Frase, Plante & Moran LLC
Scott Jepsen, EJP Consulting Group
Mohannad Mohanna, Highridge Costa
Sam Arico, Highridge Costa
Brian Suess, Highridge Costa
Jack Coons, Highridge Costa
Caitlin Barrow, Highridge Costa
Monica Bosse, Highridge Costa
Daniel Simonich, The Michaels Development Co.
Sharon Har, The Michaels Development Co.
Delia Parker-Ulima, Kalihi-Palama Neighborhood Board
Deja Ostrowski, Medical-Legal Partnership for Children in Hawaii
Tai Pa
Lehua
Des
iPhone (3) (screen name)
Jeremy Hay, Civil Beat
Laurie Thorson, Section 8 Participant
Lenda Tominiko, Kuhio Park Terrace Low-Rise Resident
June Talia, Kuhio Park Terrace Low-Rise Resident

Public Testimony

Individuals were allowed to submit written testimony no later than 48 hours prior to the scheduled meeting, which would be distributed to the Board members. The public was instructed to submit written testimony via email to rochelle.k.kepaa@hawaii.gov or by

U.S. mail to P.O. Box 17907, Honolulu, HI 96817. The public was also allowed to participate via Zoom or teleconference by using the “Raise Hand” feature in Zoom, or by simply announcing/identifying themselves and the item they want to testify about during the public testimony portion of the meeting. Individuals were also allowed to provide audiovisual oral testimony by using the “Raise Hand” feature in Zoom, clicking the “Unmute” icon to talk, and clicking the “Start Video” icon to turn the camera on.

Chairperson Hall stated that the Board would accept public testimony on any item relevant to the agenda at this time or at the time the agenda item is called for discussion. Pursuant to section 92-3, Hawaii Revised Statutes, and section 17-2000-18, Hawaii Administrative Rules, the Board may limit public testimony to three minutes per agenda item.

Executive Assistant Barbara Arashiro stated that four (4) sets of written testimony were received from Ms. Laurie Thorson. Chairperson Hall confirmed that the Board received copies of the written testimony.

Chairperson Hall called for oral testimony from any individual online or in the conference room.

Laurie Thorson read from her third set of written testimony submitted to the Board on March 18, 2025 regarding the current Board members (Attached). She also read from her second set of written testimony submitted to the Board on March 18, 2025 (Attached).

Chairperson Hall requested an update from the Board’s attorney(s) on the status on the litigation involving Laurie Thorson.

Deputy Attorney General Chase Suzumoto reported that the Department of the Attorney General (DAG) filed a motion for summary judgment, which addressed all claims raised by Ms. Thorson in her complaint. Ms. Thorson filed her memorandum in opposition to that motion. Both documents are attached to Ms. Thorson’s written testimony that she submitted to the Board. The DAG has until March 27th, to file a response to Ms. Thorson’s opposition and the court will then determine if a hearing is necessary before it decides.

Chairperson Hall continued to call for oral testimony from any individual online or in the conference room.

Lenda Tominiko, Kuhio Park Terrace Low-Rise Resident stated that she was told Michaels Development will no longer be the developer. Ms. Tominiko asked if the residents that have already moved out of the property will be able to return to their homes and when will the redevelopment start.

June Talia, Kuhio Park Terrace Low-Rise Resident thanked everyone for their hard work. Ms. Talia expressed her gratitude to hear that a new developer was taking over the Kuhio Park Terrace Low-Rise redevelopment project.

Chairperson Hall acknowledged that there was no other public testimony.

Approval of Minutes

Director Campos moved,

To Approve the Regular Meeting Minutes of February 20, 2025

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

The minutes were approved as presented.

Discussion and Decision Making

Director Campos moved,

To (1) Accept the Hawaii Public Housing Authority's Single Audit Report for Fiscal Year July 1, 2023, through June 30, 2024, Conducted by Plante Moran, PLLC; (2) Authorize the Executive Director to Submit the Audit Reports to the Federal Audit Clearinghouse, the U.S. Department of Housing and Urban Development, and Other Interested Parties As Required; and (3) Authorize the Executive Director to Take Any Necessary Steps to Ensure Compliance and Address Single Audit Finding(s), if any

Chairperson Hall stated that the Board would accept public testimony on this item.

Laurie Thorson made references from her second and third set of written testimony (Attached) alleging that Section 8 funds are stolen contrary to the auditors finding and staff should be fired and Board meeting to be suspended.

Chairperson Hall reiterated the statement made by Deputy AG Suzumoto as the Board continues to receive guidance in response to Ms. Thorson's allegations. Chairperson Hall continued to state that the Board is allowing the process to take its course and will proceed with the meeting.

No additional public testimony was given.

Executive Director Ouansafi reported that the Hawaii Public Housing Authority (HPHA) completed its financial and single audit for the fiscal year ending June 30, 2024. The

audit was conducted by Plante Moran, PLLC, an independent auditor procured by the State Office of the Auditor. The review covered HPHA's financial statements, internal controls, and compliance with federal and state regulations. Executive Director Ouansafi also introduced and thanked the Plante Moran audit team, which included senior leaders and staff specializing in both financial and single audit functions.

Jean Young, Plante & Moran partner stated that the report includes the financial statements that were released in December 2024 because it includes supplementary information regarding the single audit. There were no changes to the financial statements. Ms. Young continued to report that the focus was on the single audit and presented the results of the single audit.

Director Campos asked Ms. Young in her experience is it common to have a clean audit or are there normally issues with clients.

Ms. Young reported that it will vary on the client. She stated that there were two (2) new audit standards that impacted the amount of testing needed to do internal controls. Ms. Young has found more findings with other clients due to these new standards. She went on to say, a clean report with no findings is something to be very proud of.

Director Campos thanked Ms. Young and clarified that even with the expanded requirements the report had no findings.

Chairperson Hall thanked Ms. Young and her team. It was Plante & Moran's first year auditing HPHA, so they had to dig even deeper than other auditors in the past and a clean report was still issued.

The motion was unanimously approved.

Director Campos moved,

To (1) Approve the Hawaii Public Housing Authority's Annual Public Housing Agency (PHA) Plan for Fiscal Year 2025 - 2026 (July 1, 2025 – June 30, 2026) ; and (2) Authorize the Executive Director to Take the Required Actions Needed to Submit the Approved Annual PHA Plan for Fiscal Year 2025 - 2026 to the U.S. Department of Housing and Urban Development

Chairperson Hall stated that the Board would accept public testimony on this item. No public testimony was given.

Executive Director Ouansafi reported that HPHA must submit an Annual Public Housing Agency (PHA) Plan to HUD to maintain eligibility for federal funding. The plan outlines HPHA's policies, goals, and strategies for the upcoming fiscal year. Key points of the plan were presented and detailed in the Board packet.

Director Darcy was interested in understanding how the coordination would work with individuals who are actively working with case managers. She feels the coordination would really help people move into and secure housing.

Executive Director Ouansafi stated that HPHA revised the definition to expand its reach to as many people experiencing homelessness as possible. If an individual or family is working with a case manager or a state/county agency, HPHA will be able to place them on a waitlist and provide them housing at the first available opportunity.

Director Darcy wanted to acknowledge that this is a significant change. She was grateful to HPHA for broadening its scope of how it reaches people.

Director Larson asked if adopting streamlined income determinations for family members with a fixed source of income would also be used for recertifications or just initial entry.

Executive Director Ouansafi reported that it would be for both initial entry and recertification. Under the approved MTW supplement, HPHA may complete recertifications biennially, except if there are changes in income or family composition.

Director Larson stated that this would be helpful to the clients and improve efficiency.

Chairperson Hall requested an annual report of all the amendments made to the PHA Plans and agency rules. Chairperson Hall stated that it would provide a full picture to the Board on the policies that were made, the impact that it had, what worked, and what didn't work.

Executive Director Ouansafi confirmed that it would be done.

The motion was unanimously approved.

Director Katsuda moved,

**To (1) Approve the Hawaii Public Housing Authority's Moving to Work Supplement for Fiscal Year 2025-2026 (July 1, 2025 – June 30, 2026);
(2) Approve Board Resolution No. 25-01 Approving the Hawaii Public Housing Authority's Annual Public Housing Agency Plan for Fiscal Year 2025-2026 and Moving To Work Supplement for Fiscal Year 2025-2026 and
(3) Authorize the Executive Director to Take the Required Actions to Submit the Moving to Work Supplement for Fiscal Year 2025-2026 and Board Resolution No. 25-01 to the U.S. Department of Housing and Urban Development**

Chairperson Hall stated that the Board would accept public testimony on this item.

Laurie Thorson stated that the PHA plan should not be approved because it is illegal referencing her second set of written testimony (Attached).

Chairperson Hall reiterated that the course of action is being led by the Attorney General's team in response to Ms. Thorson's legal assertions.

Executive Director Ouansafi presented key facts of the MTW Supplement as presented in the Board packet. HPHA is seeking Board approval to submit the MTW Supplement for Fiscal Year 2025-2026.

No questions or comments were made by the Board.

The motion was unanimously approved.

Director Glenn moved,

To (1) Approve the Agreement Regarding Transfer and Assignment of the Master Development Agreement ("MDA") for the Kuhio Park Terrace Low-Rise Project ("Project") Located at 1474 Linapuni Street, Honolulu, Hawaii, 98619, ("Property") Tax Map Key Nos. (1) 1-3-039-006 por. and (1) 1-3-039-008; and (2) Authorize the Executive Director to Consent to and Enter into the Assignment of the Master Development Agreement and Release to Transfer the Master Development of the Project from The Michaels Development Company I, L.P ("MDC"), a New Jersey Limited Partnership, to HCDC Kuhio Park 1 LLC, a Hawaii Limited Liability Company ("HCDC"), Subject to Review of the Department of the Attorney General

Chairperson Hall opened the floor for public testimony—none was received.

Executive Director Ouansafi requested Board approval to transfer the Master Development Agreement (MDA) for Kuhio Park Terrace Low-Rises from The Michaels Development Company (MDC) to HCDC Kuhio Park 1 LLC (HCDC). He emphasized the urgency of the approval to meet the financing deadline of June 30, 2025, and to avoid project delays. HPHA will coordinate with both developers to ensure a smooth transition. Key details were included in the Board packet.

Director Campos inquired whether the financing was encumbered. Executive Director Ouansafi confirmed it was, with tax credits approved, a letter of intent secured from lenders and investors, and building permits issued. Groundbreaking is expected by year-end.

Director Larson asked about potential legal concerns. Deputy Attorney General Linda Chow reported no legal issues with the transfer and confirmed funders agree.

Chairperson Hall acknowledged Michaels' efforts and invited both Michaels and HCDC to comment. Sharon Har (Michaels) supported the transfer, citing strong partnerships and economies of scale. Mohannad Mohanna (HCDC) confirmed commitments from the City, HHFDC, and lenders, and affirmed readiness for a smooth transition and timely construction start.

Director Taniguchi asked if any risks could impact the schedule or financing. Both developers affirmed there were none. Executive Director Ouansafi reiterated the strength of HPHA's relationship with Michaels and clarified that they were not removed from the project. The transfer is viewed as beneficial for the community and timeline. Executive Director Ouansafi also reported that despite national economic uncertainty, HCDC secured reliable financing, including from JP Morgan. Chairperson Hall noted the transfer addressed earlier public testimony.

Chairperson Hall asked how many families were relocated. Executive Director Ouansafi reported 174 families total, with 60 relocated in Phase I through public housing units, KPT Towers, or Section 8 vouchers. He confirmed the relocation process complied fully with all regulations and emphasized the extensive support provided—far beyond private-sector norms—including professional assistance, paid relocation costs, and a guaranteed right to return. Rents will remain at 30% of income.

The motion was unanimously approved.

Director Darcy moved,

To (1) Approve the Proposed Disposition and Development Agreement (DDA) for the Revitalization and Redevelopment of Kuhio Park Terrace Low-Rise Phase I Located at Tax Map Key Nos. (1) 1-3-039:006 por. and (1) 1-3-039:008; (2) Authorize the Executive Director to Enter into the DDA with KPLR Phase 1, LP, a Hawai'i Limited Partnership and Affiliate of Highridge Costa Development Company (HCDC); and (3) Authorize the Executive Director to Make Minimal or Ministerial Changes to the DDA with KPLR Phase 1, LP in Consultation with HPHA's Legal Counsel and Consultants

Chairperson Hall opened the floor for public testimony.

Delia Parker-Ulima, a Kalihi-Palama Neighborhood Board member and private homeowner, raised a concern regarding an existing MOA involving DLNR, HPHA, and Michaels Development related to a historic feature on her property. She asked whether the MOA's obligations would transfer from Michaels to HCDC. Sharon Har (Michaels) asked Ms. Parker-Ulima to contact her directly.

Executive Director Ouansafi requested Board approval of the Disposition and Development Agreement (DDA) for Phase I of the Kuhio Park Terrace Low-Rise Redevelopment. He outlined key elements of the DDA, including project scope,

financial structure, and responsibilities of HPHA and the developer. He emphasized the DDA is critical for moving the redevelopment forward. He also thanked HPHA staff, the Attorney General's office, consultants, and legal counsel for their support.

Director Larson asked about discrepancies in unit counts in the MDA and DDA. Executive Director Ouansafi clarified that 469 is the minimum commitment, with up to 650 units possible overall; 304 will be built in Phase I. She also asked whether the financing applies only to Phase I—Executive Director Ouansafi confirmed it does.

Director Larson expressed concern about the \$704,140 per-unit cost and questioned sustainability for future phases. Executive Director Ouansafi explained this is why HPHA is pursuing a phased approach, constrained by available LIHTC funding and high construction costs in Hawaii.

Regarding affordability, Director Larson asked how returning residents will pay 30% of income. Executive Director Ouansafi explained that each returning household will receive a project-based voucher, ensuring affordability. She further asked whether the 65 project-based vouchers and the 5% Rental Housing Revolving Fund (RHRF) units for 30% AMI tenants could be combined. Executive Director Ouansafi clarified that "double dipping" isn't allowed, but using Faircloth-to-RAD can effectively increase affordable unit counts.

Director Larson confirmed that the project will meet HHFDC's requirement that 5% of units serve tenants at 30% AMI and that Phase I includes 65 project-based vouchers. She thanked Executive Director Ouansafi for the detailed responses.

Chairperson Hall concluded by recognizing the participation of the Board and public, and commended Executive Director Ouansafi for his continued transparency on redevelopment matters.

The motion was unanimously approved.

Executive Director's Report

Chairperson Hall opened the floor for public testimony.

Laurie Thorson raised concerns about the 300 vacancies in HPHA's staffing levels.

Chairperson Hall then invited Executive Director Ouansafi to present highlights from his report.

Executive Director Ouansafi clarified that HPHA currently has 291 filled positions and 93 vacancies, with ongoing recruitment efforts. He noted HPHA's participation in the Governor's "Operation Hire Hawaii" to support displaced federal workers.

Additional updates were shared on redevelopment efforts, public housing, and Section 8 programs.

Director Larson inquired about HB 1096, which would repeal veteran preferences in state low-income housing. Executive Director Ouansafi explained that HPHA has not used that preference for years, as the VASH program better serves veterans through both housing and supportive VA services.

Director Darcy asked what could have gone better. Executive Director Ouansafi responded that while operations are running smoothly, more funding is always needed. He acknowledged that staff have faced personal attacks but continue to serve with professionalism and patience, noting the emotional toll of public service.

He expressed gratitude for the legislature's \$65 million appropriation for the Mayor Wright Homes redevelopment and acknowledged concerns over federal uncertainty. Despite challenges, he emphasized HPHA's national standing, highlighting ten consecutive years of clean audits. He also shared concern for ill staff members and praised the team's hard work.

Director Darcy appreciated the transparency and emotional insight into the agency's operations.

Chairperson Hall recognized CFO Bennett Liu for leading another successful audit and thanked the Development Team and Board for their continued dedication. He encouraged federal employees to apply for HPHA positions and emphasized that open dialogue enhances transparency.

Director Nagao moved,

To Adjourn the Meeting

The motion was unanimously approved.

The meeting adjourned at 11:04 a.m.

(End of Section.)

MINUTES CERTIFICATION FOR MARCH 20, 2025

Minutes Prepared by:

<u><i>R. Kanoe Kepaa</i></u>	<u>04/17/25</u>
Rochelle Kanoe Kepaa	Date
Secretary	

Approved by the Hawaii Public Housing Authority Board of Directors at their Regular Meeting on April 17, 2025 [☒] As Presented [☐] As Amended

<u><i>Susan Kunz</i></u>	<u>Apr 17, 2025</u>
Director Susan Kunz	Date
Board Secretary	

Attachments

WRITTEN TESTIMONY

by Laurie Thorson

03.20.25 BOARD MEETING

Dear Board of Directors / Hawaii Public Housing Authority:

The attached documents are provided to each of the Board of Directors for review before the board meeting scheduled for 03.20.25.

Please review the attached documents before the board meeting, at which time at the board meeting, you'll have an opportunity to present any concerns or questions you may have for me.

The order of the attached documents should be presented to you in the following order:

1. WRITTEN TESTIMONY
2. PLAINTIFF'S OPPOSITION TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT
3. ALL ATTACHMENTS (IN SUPPORT OF P'S OPPOSITION...)
4. DEFENDANTS MOTION FOR SUMMARY JUDGMENT

(please contact the Attorney General's office if you need them to provide you with a copy of their attachments – or you can access them thru the court system if you have access to Pacer)

Laurie Thorson v. Hawaii Public Housing Authority,
Hakim Ouansafi, Ryan Akamine, and Lyle Matsuura
U.S. District Court Case No. 23-CV-00412-MWJS-WRP

Sincerely,

/s/ Laurie Thorson
Lthorson7@gmail.com
808-222-5885

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

LAURIE THORSON,

Pro Se Plaintiff,

vs.

HAWAII PUBLIC HOUSING
AUTHORITY aka HPHA, HAKIM
OUANSAFI, HPHA EXECUTIVE
DIRECTOR; RYAN AKAMINE,
HPHA CHIEF COMPLIANCE OFR,
and LYLE MATSUURA, HPHA
SUPERVISOR IV

Defendants.

Civil No. CV23-00412 MWJS-WRP

MEMORANDUM IN SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT

MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

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<i>Cnty. House, Inc. v. City of Boise</i> , 623 F.3d 945 (9th Cir. 2010).....	26, 27
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Constitutional Provisions

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I. INTRODUCTION

Thorson filed suit against Defendants HPHA and its officials alleging Fair Housing Act discrimination and retaliation claims. These claims fail because Defendants HPHA and its officials are entitled to Eleventh Amendment immunity, qualified immunity, or both. And, even if neither Eleventh Amendment immunity nor qualified immunity shielded Defendants from Thorson's unmeritorious claims, there are no genuine issues of material fact and Defendants HPHA and its officials, in their official and individual capacities, are entitled to judgment as a matter of law on all claims asserted against them.

II. STATUTORY AND REGULATORY BACKGROUND

The Housing Choice Voucher (HCV) Program provides federally funded rental assistance to individuals in need. The federal funds are administered by state or local public housing agencies. 24 C.F.R. § 982.1(a) (2023). HPHA is the state agency that administers these funds in Hawai'i. *See* Hawai'i Administrative Rules (HAR) § 17-2031-1 (eff. 2022).

This Court described the benefits of the HCV Program as follows:

Under the HCV Program, HPHA approves reasonable accommodations for individuals with disabilities so that federal rental assistance might be realistically available to them. For example, if an individual needs the assistance of a live-in aide – *i.e.*, someone who resides with them, is not obligated to support them, provides them essential care, and would not be living with them were it not to provide that care – then HPHA would authorize a voucher for a rental with two bedrooms, rather than one or zero, to allow the live-in aide

to reside in the rental unit. *See* 24 C.F.R. § 5.403; HAR § 17-2031 Ex. D. Or if an individual is limited in the types of units they are able to rent – say, because their disability precludes them from living in a high-rise or near busy streets – then HPHA might authorize assistance of up to 120 percent of the ordinary payment, to acknowledge the fact that the individual’s ability to find a unit will be more limited than that of most people. *See* 24 C.F.R. § 982.503(b)(1)(v); HAR § 17-2031-54.

Before a unit is rented with a voucher, HPHA must determine whether the requested rent is reasonable. *See* 24 C.F.R. § 983.303. Under this rent reasonableness test, HPHA calculates a reasonable rent amount by obtaining the average rent of three comparable units on the market. Only if a unit’s rent does not exceed that average may a voucher be used to rent it. ECF No. 44 at PageID.2033-2034.

ECF No. 44 at PageID.2033-2044.

Upon satisfaction of the rent reasonableness test and following a physical inspection of the unit, HPHA and the unit owner will execute a housing assistance payment (HAP) contract. The HAP contract specifies the maximum monthly rent the unit owner may charge. 42 U.S.C. § 1437f(c). HPHA, under the HAP contract, will pay a portion of the individual’s rent directly to the unit owner. 24 C.F.R. § 982.451(b). Under Part B of the HAP contract,¹ HPHA must never pay

¹ Part B of the HAP contract in this case provides, in relevant part:

- d. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

Exhibit “Q” at PDF 7.

the owner rent in an amount that exceeds the rent it determines to be reasonable for the contract unit. *Housing Assistance Payments (HAP) Contracts*, Housing Choice Voucher Program Guidebook, at 12 (July 2021).² The HCV participant – Thorson in this case – is not a party to or third-party beneficiary of Part B of the HAP contract and therefore, cannot enforce any provision of Part B and cannot take action against HPHA under Part B. *Id.* at 14; *see* Exhibit “Q” at PDF 5.

The HCV participant must contribute 30 percent of their monthly adjusted income, or 10 percent of their monthly gross income, whichever is greater. 24 C.F.R. § 5.628. However, HPHA cannot approve a tenancy if the tenant’s share of the gross rent (rent plus utilities) would exceed 40 percent of their monthly adjusted income. 24 C.F.R. § 982.305(a)(5).

III. FACTUAL AND PROCEDURAL BACKGROUND

A. First Voucher

Before moving to Hawai‘i, Thorson received federally subsidized housing through the Housing Choice Voucher (HCV) Program in Oregon. Concise Statement at #5. In 2017, when she moved to Hawai‘i she rented a unit in Kailua. Concise Statement at #9. At that time, Thorson requested, and HPHA approved, two reasonable accommodations: (1) for a two-bedroom voucher so her son Ryan

² This Guidebook is available at https://www.hud.gov/sites/dfiles/PIH/documents/HAP%20Contracts%20HCV%20Guidebook%20Chapter_revised_april_2023.pdf.

Thorson could serve as her live-in aide; and (2) for a 120 percent payment standard exception because her doctor certified disabilities³ precluded her from living in a high-rise or near busy streets. Concise Statement at #5-#6.

B. Second Voucher

On or about March 4, 2022, Thorson requested, and HPHA issued her, a two-bedroom voucher to use in her search for a new unit. Concise Statement #11. She identified a two-bedroom rental unit located in Hawai'i Kai at 6125 B Summer St., Honolulu, Hawai'i 96821. Concise Statement #12. The Hawai'i Kai unit Landlord proposed rent in the amount of \$4,000. Concise Statement at #13.

HPHA Public Housing Supervisor IV of the Section 8 Subsidy Program Branch, Defendant Lyle Matsuura, informed Thorson that the Landlord “would need to come down on rent” because the proposed gross rent – the \$4,000 rent plus \$207 in utility allowance – exceeded the applicable payment standard, even with the 120 percent payment standard exception. Concise Statement at #14. Because Thorson’s share of the rent could not exceed 40 percent of her monthly adjusted income, Matsuura made clear: “The max she can pay . . . is \$4031. So, there is still a \$176 difference. . . . This does not mean that any unit under \$4031 is automatically approved. It must still pass the affordability test.” Concise

³ These disabilities included (among others): epilepsy and transient epileptic amnesia. ECF No. 1 at PageID.14.

Statement at #16. For the affordability test (also known as the rent reasonableness test) the inspector takes the average of 2 high and 1 low comparables to determine the reasonable rent. Concise Statement at #17.

The Section 8 Housing Quality Standards (HQS) Inspection Section conducts HPHA's rent reasonableness determinations. Concise Statement at #18. HQS inspector Gary Shinde conducted three rent reasonableness tests between March 23, 2022 and March 29, 2022 for Ms. Thorson. Concise Statement at #19. The average of the three comparables in the first rent reasonableness test was \$2,854.33. Because the proposed rent exceeded this amount, this first rent reasonableness test failed. Concise Statement at #20-#21. Thorson challenged the result of the first rent reasonableness test, purportedly on the Landlord's behalf. Concise Statement at #23. Thorson sent HPHA, what she believed, were "four comparables [that] meet the market analysis requirements." Concise Statement at #24. Shinde concluded that these four comparables could not be used in the rent reasonableness test. Concise Statement at #25.

Shinde, however, performed a second rent reasonableness test to further assist Thorson. Concise Statement at #26. The average of the three comparables in the second rent reasonableness test was \$3,114. Since the proposed rent still exceeded this amount, the second rent reasonableness test failed. Concise Statement at #27. Thorson, through her son, challenged the results of the second

rent reasonableness test. Concise Statement at #28. He sent HPHA four more comparables; Shinde used one in the third rent reasonableness test. Concise Statement at #29-#30.

The average of the three comparables in the third rent reasonableness test was \$3,480.67; still less than the proposed rent, so the third rent reasonableness test failed. Concise Statement at #30-#31. When Matsuura informed Thorson that the third rent reasonableness test failed, he offered them the following options: (1) lower the proposed rent to \$3,273; (2) make rent \$3,480 with all utilities included; or (3) decline the unit. Concise Statement at #32.

On April 5, 2022, Thorson informed Matsuura that the Landlord agreed to lower the monthly rent to \$3,273 (her counsel from Legal Aid Society of Hawai'i (LASH) was copied on the email). Concise Statement at #33. The Hawai'i Kai unit was then certified as passing the third rent reasonableness test. Concise Statement at #34. The physical inspection of the Hawai'i Kai unit was completed on April 13, 2022, and the HAP contract was fully executed on May 10, 2022. Concise Statement at #34-#35.

C. Thorson's Notice to HPHA and Subsequent Questions About Her Live-in Aide Arrangement

On April 4, 2022, Thorson's counsel notified HPHA that Thorson would be filing a complaint with HUD if HPHA did not modify its rent reasonableness determinations. Concise Statement at #37.

The next day, HPHA's executive director, Defendant Hakim Ouansafi, instructed HPHA staff to conduct a complete review of Thorson's files to look into and respond to Thorson's complaints. Concise Statement at #38. Ouansafi notified LASH that HPHA's chief compliance officer, Defendant Ryan Akamine, would take the lead on the matter. Concise Statement at #39.

On April 6, 2022, Akamine emailed LASH to explain how HPHA had reached its rent reasonableness determinations. Concise Statement at #40. He also noted that the Landlord had agreed to rent Thorson the unit using HPHA's third rent reasonableness determination. Concise Statement at #41.

While reviewing Thorson's files, Akamine flagged a new concern. Concise Statement at #42. Thorson's communications with HPHA staff mentioned that her son would go to her unit at certain times. Concise Statement at #46, #52. In addition, emails in Thorson's file sent by her son indicated that he was working as a "Site Safety Health Officer" and "Project Supervisor" for a construction company. Concise Statement at #43-#45. This led Akamine to question whether Thorson required a live-in aide and a second bedroom subsidy for her son who was not living with her in the Kailua unit. Concise Statement at #47.

As a result of discovering this information, Akamine asked LASH: "[H]ow many hours a day (or per week) does Ms. Thorson's son visit[] her unit to provide the necessary supportive services previously certified?" Concise Statement at #48.

In a follow up email, Akamine clarified that he was “asking about Ms. Thorson’s son’s status because his status is pertinent and consequential to the size of the voucher that [Thorson] receives.” Concise Statement at #49.

LASH responded that they believed Thorson’s son’s live-in aide status “was addressed years ago.” LASH asserted that HPHA’s “sudden ‘investigation’” was a “pretext[,]” and that it was “hard to fathom why you, personally, and HPHA have chosen to exacerbate an already unfortunate situation.” Concise Statement at #50. LASH did not address any of the questions about the residential status of Thorson’s son. *Id.*

Despite LASH’s lack of substantive response, Thorson directly emailed Ouansafi on April 8, 2022, responding to the questions about the residential status of her son. Concise Statement at #51. She explained that her “son is and always will be my live-in aide,” and that “[i]n the past, on numerous occasions, Ryan has moved in permanently to give me round the clock care when I am experiencing seizures on a daily basis, which is the case now. As soon as you allow my new rental to be inspected, my son will be moving in with me as my permanent live-in aide.” Concise Statement at #52.

Based on Thorson’s April 8, 2022 email, Akamine sent an email to Thorson on April 12, 2022 (since LASH no longer represented Thorson), asking Thorson to provide answers to a series of questions about her son. Concise Statement at #53-

#54. Thorson answered these questions by email that same day. Concise Statement at #55.

Akamine's questions focused on whether Thorson's son would be living with her full time, the type of care he would provide, how many hours a day he would be providing this care, and whether Thorson's son would be working a full-time job. Concise Statement at #54. In response, Thorson stated her son would be providing her with "full-time care, 24 hours a day, with 1-on-1 daily help." Concise Statement at #55. He would be helping her with her seizures and that his care was "essential to my life" and that he would be working "a job with varying hours." *Id.*

After receiving these responses, Akamine sent a "Certification for Live-In Aide" form to Thorson's primary care physician, Dr. Megan Bradham, to determine whether Thorson required a live-in aide. Concise Statement at #56. Dr. Bradham certified that Thorson required "24 hr a day" care from her son, which included: "[C]ooking, cleaning, housekeeping, caring for patient, monitoring for seizures and monitors [sic] afterwards to avoid self-harm and keep her safe." Concise Statement at #57. This care, Dr. Bradham certified, is required "indefinitely" and is "essential for the care and well-being of [Thorson]." Concise Statement at #58.

Thorson was approved to move into the Hawai‘i Kai unit with a two-bedroom voucher (based on having an identified live-in aide reside with her in the unit to provide the needed essential care) and a 120 percent payment standard exception. Concise Statement at #59.

D. Thorson’s HUD Complaint

On November 22, 2022, Thorson submitted a complaint to HUD, asserting (among other things): (1) HPHA discriminated against her based on her disability, in violation of Sections 804(f)(2), 804(f)(3)(B), and 818 of the Fair Housing Act (FHA), by using allegedly inappropriate comparables in its rent reasonableness determinations; and (2) “retaliated against her[,]” in violation of Section 818 of the FHA, by “conducting a review of her file, questioning her continued need for a live-in aide, and delaying the execution” of the HAP contract and payments to the Landlord. Akamine Decl. in ¶24; Exhibit “NN” at PDF 7-10.

HPHA responded to the HUD complaint by maintaining that it had used appropriate comparables to conduct its rent reasonableness determinations. Akamine Decl. in ¶25; Exhibit “OO” at PDF 3-7. It further asserted that it had properly conducted a full file review of Thorson’s case to address the concerns raised to HPHA and, during that review, information emerged that suggested Thorson’s son did not live with Thorson as her live-in aide. Exhibit “OO” at PDF 7-9. Because Thorson’s two-bedroom voucher depended on whether she had a

live-in aide residing with her, HPHA asserted that it was required to confirm that Thorson's son would be living with her full-time as a live-in aide before approving her selected unit. *Id.* at PDF 9. HPHA also explained that HPHA uncovered additional evidence suggesting that at times, between 2017 and 2022, Thorson's son had not been living with Thorson in her prior unit. *Id.*

On September 15, 2023, HUD issued its Determination of No Reasonable Cause and "Final Investigative Report[.]" Akamine Decl. in ¶26; Exhibit "PP." As detailed in these documents, HUD found there was no probable cause to support Thorson's complaints under the FHA.

E. Thorson's Updated Housing Situation

On September 18, 2023, Thorson emailed Ouansafi, Akamine and Matsuura, indicating that she no longer had a live-in aide. Concise Statement at #61. Matsuura informed Thorson that the two-bedroom plus 120 percent payment standard exception voucher provided as a reasonable accommodation would remain in effect until her April 2024 Recertification was completed. Concise Statement at #62. If no live-in aide was identified before the recertification, then a 0-bedroom voucher plus 120 percent payment standard exception would be applied. *Id.* Akamine confirmed that same information. Concise Statement at #63.

Because Thorson did not identify a live-in aide before the April 2024

Recertification, HPHA notified Thorson that, effective April 1, 2024: (1) the contract rent would remain at \$3,273 a month; (2) the housing assistance payments would decrease to \$2,517 a month; and (3) her portion of the rent would be \$756 a month. Concise Statement at #64. These changes reflected the updated 0-bedroom voucher plus 120 percent payment standard exception which was necessary because HPHA could not knowingly continue to use HUD funds to subsidize a second bedroom because Thorson failed to identify a live-in aide.

On August 22, 2024, Thorson requested, and HPHA issued her, a 0-bedroom voucher so she could search for a new unit.⁴ Concise Statement at #65. Thorson identified a 0-bedroom unit in Kailua on October 14, 2024. Concise Statement at #66. Thorson has resided in this 0-bedroom unit since November 1, 2024. Concise Statement at #67.

F. Procedural History for this Proceeding

On October 4, 2023, Thorson filed, *pro se*, her 67-page Complaint. ECF No. 1. The Complaint asserts FHA discrimination and retaliation claims identical to the ones raised in the HUD complaint. Defendants filed their Answer on January 21, 2024. ECF No. 24.

⁴ As this Court acknowledged, Thorson needed to find a new unit because the Landlord had hired a realtor to sell the Hawai'i Kai unit. ECF No. 85 at PageID.2867 (citing ECF No. 84-1 at PageID.2854).

On August 9, 2024, Thorson filed her first motion for leave to file an amended complaint. ECF No. 71. This Court denied the motion. ECF No. 75.

Thorson filed her second motion for leave to file an amended complaint on August 23, 2024, seeking to add a new claim for fraud in violation of 18 U.S.C. § 666 and to add Bennett Liu, HPHA Chief Financial Officer, as a defendant. ECF No. 76. Defendants opposed this Motion. ECF No. 81. This Court denied Thorson's second motion in its entirety. ECF No. 91.

On October 10, 2024, Thorson requested this Court reconsider the denial of her second motion for leave to file an amended complaint. ECF No. 92. This Court denied the motion for reconsideration because the motion did not meet the requirements for reconsideration. ECF No. 93. It emphasized: "Mere disagreement with a previous order is an insufficient basis for reconsideration." *Id.* (citing *Fisher v. Kealoha*, 49 F. Supp. 3d 727, 735 (D. Haw. 2014)).

On December 16, 2024, Thorson moved, a third time, for leave to file an amended complaint. ECF No. 94. Thorson again seeks to add a new claim for fraud under 18 U.S.C. § 666 and to add Bennett Liu as a defendant. *Id.* In addition, she seeks to add a bribery claim on the basis that Ouansafi "convince[d] the legislature to pass Senate Bill 3120[.]" Briefing has been completed and the motion remains pending. ECF Nos. 94-97.

IV. STANDARD OF REVIEW

Summary judgment is proper when there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a). “An issue is ‘genuine’ only if there is a sufficient evidentiary basis on which a reasonable fact finder could find for the nonmoving party, and a dispute is ‘material’ only if it could affect the outcome of the suit under the governing law.” *In re Barboza*, 545 F.3d 702, 707 (9th Cir. 2008) (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)).

“The moving party initially bears the burden of proving the absence of a genuine issue of material fact.” *In re Oracle Corp. Sec. Litig.*, 627 F.3d 376, 387 (9th Cir. 2010). Where, as here, the moving party does not have the ultimate burden of persuasion at trial, they bear both the initial burden of production and the ultimate burden of persuasion on their motion for summary judgment. *Friedman v. Live Nation Merch., Inc.*, 833 F.3d 1180, 1188 (9th Cir. 2016) (citing *Nissan Fire & Marine Ins. Co.*, 210 F.3d 1099, 1102 (9th Cir. 2000)).

“When the moving party has carried its burden . . . its opponent must do more than simply show that there is some metaphysical doubt as to the material facts”; instead, the opponent must “come forward with specific facts showing that there is a genuine issue for trial.” *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–87 (1986) (cleaned up). “This burden is not a light one.

The non-moving party must show more than the mere existence of a scintilla of evidence.” *In re Oracle*, 627 F.3d at 387 (citation omitted); *see also Anderson*, 477 U.S. at 248 (stating a party cannot “rest upon the mere allegations or denials of his pleading” in opposing summary judgment).

When considering a motion for summary judgment, the court views the facts and draws reasonable inferences in the light most favorable to the nonmovant. *Scott v. Harris*, 550 U.S. 372, 378 (2007). “[T]he court does not make credibility determinations or weigh conflicting evidence. Rather, it draws all inferences in the light most favorable to the nonmoving party.” *Soremekun v. Thrifty Payless, Inc.*, 509 F.3d 978, 984 (9th Cir. 2007).

V. ARGUMENT

In her Complaint, Thorson claims: **(1)** Defendants discriminated against her based on her disability, in violation of Sections 804(f)(2) and 804(f)(3)(B) of the FHA (which are codified in 42 U.S.C. § 3604(f)(2) and (f)(3), respectively),⁵ by using allegedly inappropriate comparables in the rent reasonableness determination (Discrimination Claim); and **(2)** Defendants retaliated against her, in violation of Section 818 of the FHA (which is codified in 42 U.S.C. § 3617), by subjecting her live-in aide arrangement to inappropriate scrutiny and by threatening that live-in

⁵ The FHA is codified in 42 U.S.C. §§ 3601-3619.

aide with fraud charges or prison (Retaliation Claim). *See* ECF No. 1 at PageID.10, 12.

As relief for these alleged violations, she appears to seek:

- (1) General damages in the amount of \$350,000 (ECF No. 1 at PageID.62-64);⁶
- (2) Punitive damages in the amount of \$5,000,000 (ECF No. 1 at PageID.65-66);
- (3) An order declaring that Defendants' alleged actions, policies, and practices violate federal law (ECF No. 1 at PageID.57).
- (4) A blanket reinstatement of contract rent in the amount of \$4,000, to be applied retroactively (ECF No. 1 at PageID.60);
- (5) A blanket reinstatement of her 120 percent payment standard exception accommodation (ECF No. 1 at PageID.60);
- (6) An order requiring Defendants to use appropriate charts in determining her portion of rent (ECF No. 1 at PageID.60);
- (7) An order requiring Defendants to purge all records pertaining to her disability (ECF No. 1 at PageID.60-61);
- (8) An order requiring Defendants to comply with federal rules and HUD guidelines (ECF No. 1 at PageID.61);
- (9) An order requiring Defendants to revise their Administrative Plan to comply with federal rules and HUD guidelines (ECF No. 1 at PageID.57);

⁶ Although Thorson also requests that this Court “award[] a civil penalty against [D]efendants . . . [under] 42 [U.S.C. § 3614(d)(1)(C)[,],” ECF No. 1 at PageID.66, that section refers to enforcement actions initiated by the United States Attorney General, not a private citizen like Thorson. Because Thorson is an individual, she cannot seek damages under this section. Instead, the relief that can be granted by the Court through a private right of action is governed by 42 U.S.C. § 3613(c).

- (10) An order prohibiting Defendants from using low comparables as policy in their rent reasonableness determinations (ECF No. 1 at PageID.61); and
- (11) An order requiring Defendants to provide an accounting of the allocation of alleged “surplus grant funds” over the last 10 years (ECF No. 1 at PageID.61).

We construe the relief requested in (1) and (2) as monetary damages, (3) as declaratory relief, and the relief requested in (4) through (11) as injunctive relief.

Although Thorson does not clearly specify whether she sues each of the named HPHA officials in their official or individual capacities, this Court should award summary judgment in favor of HPHA and each its officials, in both their official and individual capacities, on the Discrimination and Retaliation Claims for the following reasons: **(A)** the Eleventh Amendment bars all claims asserted against HPHA and the individual defendants in their official capacities because **(1)** none of the limited circumstances permitting suit against a state in federal court apply in this case and **(2)** none of the exceptions permitting suit against a state official in federal court apply in this case; **(B)** the *Ex parte Young* exception does not apply to Thorson’s claims for injunctive and declaratory relief as asserted against Ouansafi, Akamine, and Matsuura in their official capacities; **(C)** qualified immunity protects the HPHA’s officials from liability in their individual capacities; and **(D)** even if neither Eleventh Amendment immunity nor qualified immunity applies in this case, there are no genuine issues of material fact and

Defendants are entitled to judgment as a matter of law on all claims asserted against them by Thorson.

A. The Eleventh Amendment Bars All Claims Against HPHA and its Officials in their Official Capacity

“The ultimate guarantee of the Eleventh Amendment is that nonconsenting States may not be sued by private individuals in federal court.” *Bd. of Trs. Of Univ. of Ala. v. Garrett*, 531 U.S. 356, 363 (2001) (citation omitted); *see also* U.S. Const. amend. XI.⁷ A nonconsenting state is thus “immune from suits brought in federal courts by her own citizens as well as by citizens of another state.” *Pennhurst State Sch. & Hosp. v. Halderman*, 465 U.S. 89, 100 (1984) (quoting *Mo. Emps. of Dep’t of Pub. Health & Welfare v. Mo. Dep’t of Pub. Health & Welfare*, 411 U.S. 279, 280 (1973)). Eleventh Amendment immunity “applies regardless of the nature of relief sought and extends to state instrumentalities and agencies.” *Krainski v. Nev. ex rel. Bd. of Regents of the Nev. Sys. of Higher Educ.*, 616 F.3d 963, 967 (9th Cir. 2010) (citing *Papasan v. Allain*, 478 U.S. 265, 276 (1986)). Since suit against a state official in their official capacity is no different from a suit against the State itself, “[t]he Eleventh Amendment also shields state officials from

⁷ The Eleventh Amendment to the United States Constitution provides:

The Judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by Citizens of another State, or by Citizens or Subjects of any Foreign State.

official capacity suits.” *Monet v. Hawaii*, Civ. No. 11-00211 SOM/RLP, 2011 WL 2446310, at *4 (D. Haw. June 14, 2011) (citing *Krainski*, 616 F.3d at 967-68).

The Supreme Court, however, has recognized limited circumstances in which a state or its agencies may be sued. “A State may waive its sovereign immunity at its pleasure, *College Savings Bank v. Florida Prepaid Postsecondary Ed. Expense Bd.*, 527 U.S. 666, 675-76 (1999), and, in some circumstances, Congress may abrogate it by appropriate legislation.” *Virginia Office for Prot. & Advocacy v. Stewart*, 563 U.S. 247, 253-54 (2011). “But absent waiver or valid abrogation, federal courts may not entertain a private person’s suit against a State” or its agents sued in their official capacity. *Na Kia ‘i Kai v. Nakatani*, 401 F.Supp.3d 1097, 1111 (D. Haw. 2019) (quoting *Stewart*, 563 U.S. at 253-54).

In this case, Defendants preserved an Eleventh Amendment defense in their answer to the Complaint; clearly evidencing an intent not to waive Eleventh Amendment immunity. ECF No. 24 at PageID.113. In addition, this Court has previously recognized that Congress, through the FHA, did not abrogate HPHA’s and its employees’ Eleventh Amendment immunity. *Kalai v. Hawaii*, Civil No. 06-00433 JMS/LEK, 2008 WL 3874616, at *2-3 (D. Haw. Aug. 20, 2008) (concluding the FHA contains no congressional intent to abrogate states’ sovereign immunity). Because none of the limited circumstances in which a state may be sued apply in this case, HPHA and its officials – Ouansafi, Akamine, and Matsuura

– in their official capacities are immune from Thorson’s claims for money damages (and her claims for punitive damages) which, like in *Kalai*, arise from alleged violations of the FHA.⁸

B. Thorson’s Claims for Declaratory and Injunctive Relief are Barred by the Eleventh Amendment

Under the *Ex parte Young* exception to Eleventh Amendment immunity, “private individuals may sue state officials in federal court for prospective relief from ongoing violations of federal law, as opposed to money damages, without running afoul of the doctrine of sovereign immunity.” *Koala v. Khosla*, 931 F.3d 887, 895 (9th Cir. 2019) (citing *Stewart*, 563 U.S. at 254-55); *see also Ex parte Young*, 209 U.S. 123 (1908). This exception “strikes a delicate balance by ensuring on the one hand that states enjoy the sovereign immunity preserved for them by the Eleventh Amendment while, on the other hand, ‘giving recognition to the need to prevent violations of federal law.’” *Agua Caliente Band of Cahuilla Indians v. Hardin*, 223 F.3d 1041, 1045 (9th Cir. 2000) (quoting *Idaho v. Coeur d’Alene Tribe of Idaho*, 521 U.S. 261, 269 (1997)).

⁸ *See Bylsma v. Haw. Pub. Hous. Auth.*, 951 F.Supp.2d 1116, 1120 (D. Haw. 2013) (citing *Kalai*, 2008 WL 3874616, at *2-3 (HPHA is entitled to sovereign immunity)); *see also Lazarus v. Ouansafi*, Civ. No. 21-00247-HG-RT, 2023 WL 6446422, at *4-5 (D. Haw. Oct. 3, 2023) (sovereign immunity bars claims for monetary damages against HPHA and its officers under the FHA).

In determining whether the *Ex parte Young* exception applies, this court conducts a “straightforward inquiry” into whether the complaint (1) alleges an ongoing violation of federal law, and (2) seeks relief properly characterized as prospective. *Verizon Md., Inc. v. Pub. Serv. Comm’n of Md.*, 535 U.S. 635, 645 (2002) (first citing *Coeur d’Alene Tribe of Idaho*, 521 U.S. at 296 (O’Connor, J., joined by Scalia and Thomas, JJ., concurring in part and concurring in judgment); and then citing *Coeur d’Alene Tribe of Idaho*, 521 U.S. at 298-99 (Souter, J., joined by Stevens, Ginsburg, and Breyer, JJ., dissenting)).

Further, under *Ex parte Young*, the state officers “must have some connection with enforcement of the act.” *Coal. to Defend Affirmative Action v. Brown*, 674 F.3d 1128, 1134 (9th Cir. 2012) (quoting *Ex parte Young*, 209 U.S. at 157). The connection requirement is a modest one, and “demands merely that the implicated state official have a relevant role that goes beyond ‘a generalized duty to enforce state law or general supervisory power over the person responsible for enforcing the challenged provision.’” *Mecinas v. Hobbs*, 30 F.4th 890, 903-04 (9th Cir. 2022) (quoting *Planned Parenthood of Idaho, Inc. v. Wasden*, 376 F.3d 908, 919 (9th Cir. 2004)).

As shown below, the *Ex parte Young* exception does not apply to Thorson’s claims for injunctive and declaratory relief as asserted against Ouansafi, Akamine, and Matsuura in their official capacities.

1. Discrimination Claim

Thorson alleges that Defendants discriminated against her based on her disability by “adopt[ing] an illegal policy to use one low comparable in all their rent reasonableness determinations, which is not in compliance with the federal rules and HUD guidelines.” ECF No. 1 at PageID.3. She claims that, as a result of Defendants’ adoption and implementation of this illegal policy in the rent reasonableness test for the Hawai‘i Kai unit, her “payment standard and contract rent [was] reduced from \$4,000 to \$3,273[.]” *Id.* at PageID.5. Thorson seeks (among other things): a declaration that Defendants failed to comply with federal rules and HUD guidelines in conducting the rent reasonableness tests for the Hawai‘i Kai unit and an injunction prohibiting Defendants from “us[ing] low comparables as policy in any rent reasonableness determinations[.]” *Id.* at PageID.57, 61.

Thorson’s Discrimination Claim is based on an alleged violation of federal law that occurred over a period of time almost two years ago. Specifically, the violation is alleged to have occurred when Shinde conducted the three rent reasonableness tests for the Hawai‘i Kai unit between March 23, 2022 and March 29, 2022. Concise Statement at #19. Because Thorson alleges that “federal law has been violated at one time or over a period of time in the past” rather than an ongoing “violation of federal law by a state official[.]” her Discrimination Claim is

prohibited by the Eleventh Amendment. *See Denis v. Ige*, 557 F.Supp.3d 1083, 1092 (D. Haw. 2021) (quoting *Papasan*, 478 U.S. at 277-78). In addition, none of the Defendants were directly involved in conducting the rent reasonableness tests.

As to Ouansafi in particular, Thorson alleges that he is “solely responsible for adopting the illegal policy to use one low comparable in all rent reasonableness determination.” ECF No. 1 at PageID.37-38. Ouansafi attested that the extent of his involvement in the facts surrounding the Discrimination Claim involved his instruction to HPHA staff to complete a thorough review of Thorson’s file for purposes of looking into Thorson’s complaints. Concise Statement at #38-#39. While Ouansafi received updates on critical issues, he confirmed that staff handled the day-to-day matters for Section 8 tenants. Ouansafi Decl. at ¶8.

Likewise, neither Akamine nor Matsuura participated in the determination of rent reasonableness for the Hawai’i Kai unit. Because, as HQS inspector Shinde confirmed, the Section 8 Subsidy Programs Branch’s HQS Inspection Section conducts the rent reasonableness tests for HPHA. Concise Statement at #18. Thorson therefore cannot establish that Ouansafi, Akamine, or Matsuura participated in, authorized, or ratified the alleged discrimination. *See Lazarus*, 2023 WL 6446422, at *4 (citing *Fielder v. Sterling Park Homeowners Ass’n*, 914 F.Supp.2d 1222, 1227 (W.D. Wash. 2012)).

Because *Ex Parte Young* is inapplicable to this claim, the Eleventh Amendment bars the Discrimination Claim (relating to any prayer for declaratory and injunctive relief arising from this claim) as asserted against Ouansafi, Akamine, and Matsuura in their official capacities.

2. Retaliation Claim

Thorson alleges that Defendants retaliated against her by investigating her live-in aide arrangement after her attorney at LASH notified Defendants of the intent to file a complaint with HUD. ECF No. 1 at PageID.4, 12, 33, 38. She claims that Defendants' retaliatory investigation occurred in June 2023 and, as a result of this investigation, Thorson's son quit as her live-in aide as of September 18, 2023. ECF No. 1 at PageID.12, 30, 33. Thorson seeks (among other things) a declaration that Defendants' alleged retaliatory investigation "violate[s] the federal rules outlined in th[e] complaint" and asks for "restraining orders against [Defendants] to protect . . . [her] and the live[-]in aide from future retaliation[.]" ECF No. 1 at PageID.59.

Thorson's Retaliation Claim is based upon Defendants' alleged investigation into her live-in aide arrangement *after* LASH notified Defendants of the intent to file a complaint with HUD. Thorson specifies that Akamine restarted his investigation on or around June 12, 2023, as a result of the submission of her complaint to HUD. ECF No. 1 at PageID.30, 33. Although not clearly stated in

her Complaint, this investigation would have concluded, at the latest, on September 18, 2023 – when Thorson notified HPHA that she no longer had a live-in aide. Concise Statement at #61. Thorson again fails to allege an ongoing violation of federal law – as opposed to a “federal law has been violated at one time or over a period of time in the past[.]” *Denis*, 557 F.Supp.3d at 1092 (quoting *Papasan*, 478 U.S. at 277-78) – as to her Retaliation Claim against Ouansafi, Akamine, or Matsuura. And, like her Discrimination Claim, despite Thorson’s claim that Ouansafi’s instruction to Akamine to review the file was an order “to go on the attack against [her]”; Thorson cannot establish that he participated in, authorized, or ratified the alleged retaliation. ECF No. 1 at PageID.37-38.

The *Ex parte Young* exception therefore does not apply to Thorson’s Retaliation Claim and so the Eleventh Amendment bars this claim (relating to Thorson’s prayer for declaratory and injunctive relief) against Ouansafi, Akamine, and Matsuura in their official capacities.

C. Defendants Ouansafi, Akamine, and Matsuura are Entitled to Qualified Immunity to the Extent Thorson Asserts Claims Against Them in their Individual Capacities

“Personal-capacity suits seek to impose personal liability upon a government official for actions [they] take[] under color of [the] law.” *Dittman v. California*, 191 F.3d 1020, 1027 (9th Cir. 1999) (citation omitted). A public official, however, is not subject to personal liability if they are entitled to qualified immunity.

“[Q]ualified immunity protects government officials ‘from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known.’” *Pearson v. Callahan*, 555 U.S. 223, 231 (2009) (quoting *Harlow v. Fitzgerald*, 457 U.S. 800, 818 (1982)). Qualified immunity applies “regardless of whether the government official’s error is a mistake of law, a mistake of fact, or a mistake based on mixed questions of law and fact.” *Id.* (cleaned up).

A qualified immunity analysis consists of two prongs: (1) whether the facts alleged, taken in the light most favorable to the party asserting the injury, show that the defendant’s conduct violated a constitutional or statutory right, and (2) that right was “clearly established.” *Cnty. House, Inc. v. City of Boise*, 623 F.3d 945, 967 (9th Cir. 2010) (citation omitted). Courts may “exercise their sound discretion in deciding which of the two prongs of the qualified immunity analysis should be addressed first in light of the circumstances in the particular case at hand.” *Id.*; see also *Pearson*, 555 U.S. at 236. Unless the facts show both a constitutional violation and that the right violated was clearly established, the government officials are entitled to qualified immunity. *Cnty. House, Inc.*, 623 F.3d at 967.

The dispositive inquiry under the second prong, in particular, is whether it would have been clear to a reasonable official that their conduct was unlawful in the specific situation presented. *Saucier v. Katz*, 533 U.S. 194, 202 (2001),

overruled in part by Pearson, 555 U.S. 223 (2009). This standard “gives ample room for mistaken judgments by protecting all but the plainly incompetent or those who knowingly violate the law.” *Hunter v. Bryant*, 502 U.S. 224, 229 (1991) (internal quotation marks omitted). The Ninth Circuit has held that “the existence of a statute or an ordinance authorizing particular conduct is a factor which militates in favor of the conclusion that a reasonable official would find that conduct constitutional.” *Cnty. House, Inc.*, 623 F.3d at 967-68 (citing *Grossman v. City of Portland*, 33 F.3d 1200, 1209 (9th Cir. 1994)).

The HPHA’s officials are entitled to qualified immunity for claims asserted against them in their individual capacities because they acted in accordance with and reliance on the relevant federal statutes, Department of Housing and Urban Development (HUD) regulations, HUD notices, and the HPHA Administrative Plan and Hawaii Administrative Rules.

1. Discrimination Claim

As to her Discrimination Claim, Thorson alleges that Ouansafi “created and enforces the illegal policy to use one low comparable in all rent reasonableness determinations[,]” “which is not in compliance with the federal rules and HUD guidelines.” ECF No. 1 at PageID.3. Matsuura, she claims, “purposefully and intentionally us[ed] illegitimate low comparables as policy in the rent reasonableness determinations” when he “approved the ‘low’ comparable in the

amount of \$1,621 to interfere with [her] securing the [Hawai‘i Kai unit].” ECF No. 1 at PageID.35.

However, in this case, the HPHA Board of Directors (as a quasi-legislative body), not Ouansafi, adopted the HPHA Administrative Plan. HPHA Administrative Plan at PDF 1-2. Section 8-III.D. in Chapter 8 of the HPHA Administrative Plan sets forth HPHA’s “rent reasonableness methodology[.]” HPHA Administrative Plan § 8-III.D. at Page 8-17. This section provides that “[a]t least three comparable units will be used for each rent determination and of which at least two must have a gross rent that exceeds the subject gross contract rent, and the total average gross rent of the comparable units exceeds the subject gross rent.” *Id.* While the Administrative Plan recognizes that “units may be similar, but not exactly like the unit proposed for HCV assistance”; Section 8-III.D. does not provide guidance on how an HQS inspector must handle a situation in which the proposed rent for the unit exceeds comparables in the immediate zip code and those in the next adjacent district, as was the case here.

Shinde, in this case, indicated that the use of two low comparables in the first and second rent reasonableness test were necessary because he was “unable to find comparables w/ gross rent ‘higher’ than subject unit at this time.” Concise Statement at #22; Exhibit “AA” at PDF 3. However, he was able to use two high comparables and one low comparable in the third rent reasonableness test. Concise

Statement #30-#31. And the Landlord, in fact, agreed to lower the monthly rent to the \$3,273 amount necessary to pass the results of the third rent reasonableness test. Concise Statement at #33.

It was therefore “objective[ly] legal[ly] reasonable” for the HPHA officials to rely upon the “rent reasonableness methodology” set forth in Section 8-III.D. in Chapter 8 of the HPHA Administrative Plan, which was duly adopted by the HPHA Board of Directors on November 17, 2011. *Harlow*, 457 U.S. at 819; HPHA Administrative Plan at PDF 1. Contrary to Thorson’s assertions, this section of the HPHA Administrative Plan is in accord with the federal statute and HUD regulation that require rent for the subject unit be reasonable before approval of the lease and execution of the HAP contract. *See* 42 U.S.C. § 1437f(o)(10)(A) (“The rent for dwelling units for which a housing assistance payment contract is established under this subsection shall be reasonable in comparison with rents charged for comparable dwelling units in the private, unassisted local market.”); 24 C.F.R. § 982.507(b) (“[T]he [public housing authority] may not approve a lease until [it] determines that the initial rent to owner is a reasonable rent.”).

Ouansafi, Matsuura, and Akamine are therefore entitled to qualified immunity as to Thorson’s Discrimination Claim in their individual capacities. *See Grossman*, 33 F.3d at 1210.

2. Retaliation Claim

As to Thorson's Retaliation Claim, she alleges that after she notified Defendants of her intent to file a complaint with HUD, Akamine "acted outside the scope of his duties by purposefully and intentionally not complying with the federal rules and HUD guidelines that dictate how the Section 8 Housing Choice Voucher Program is to be implemented." ECF No. 1 at PageID.26. Instead of approving her live-in aide in compliance with these applicable rules, she claims that he "demand[ed] that the plaintiff, [her] live in aide, and [her] doctor answer numerous interrogating invasive questions about [her] disability and live in aide." *Id.*

Akamine, however, attested that his inquiry into the residential status of Thorson's live-in aide was necessary under the HPHA Administrative Plan. *See* Akamine Decl. at ¶19. Chapter 14 of the HPHA Administrative Plan requires that HPHA "ensur[es] that subsidy funds made available to [HPHA] are spent in accordance with HUD requirements." HPHA Administrative Plan at Page 14-1. Some of these HUD requirements are detailed in HUD Notice PIH 2014-25 (HA),⁹ which aims to reduce the amount of over-payments by public housing authorities to unit owners due to over subsidization.

⁹ This HUD Notice is available at <https://www.hud.gov/sites/documents/PIH2014-25MARKUPOVERSUB.PDF>.

As detailed in HUD Notice PIH 2014-25 (HA), 24 C.F.R. § 5.403 requires that live-in aides “reside[]” in the rental unit of an HCV Program participant to provide care that is deemed “essential” by tenant’s doctor. The subsidized unit must be “the aide’s primary residence”; “[o]ccasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides.” HUD Notice PIH 2014-25 (HA) at PDF 2-3. Thus, HUD prohibits public housing authorities from subsidizing an additional bedroom for a live-in aide under these circumstances. *Id.* at PDF 3.

The HPHA Administrative Plan, consistent with HUD Notice PIH 2014-25 (HA), requires that HPHA look into “inconsistent information related to the family that is identified through file reviews and the verification process[.]” HPHA Administrative Plan § 14-I.C. at Page 14-4, which is exactly what Akamine did in this case.

Akamine, in this case, looked into Thorson’s file to prepare a response to her complaints. Concise Statement at #42. This review, he attested, raised a number of concerns. Concise Statement at #42-#47. Namely, whether Thorson’s son was still residing with Thorson as her live-in aide and able to provide her the essential care needed to be receiving a subsidized second bedroom. Concise Statement at #47. He discovered that (among other things) Thorson’s son was working as a Site

Safety Health Officer for Pacific Tech Construction, Inc., which was at no time disclosed to HPHA. Concise Statement at #43-#45, #55.

Given this information, Akamine asked Thorson's counsel at LASH to advise on the following question: "[H]ow many hours a day (or per week) does Ms. Thorson's son visit[] her unit to provide the necessary supportive services previously certified?" Concise Statement at #48. LASH did not answer this question; however, Thorson sent an email on April 8, 2022, responding to Akamine's question about the residential status of her son. Concise Statement at #50-#52. She stated, in relevant part, that "[a]s soon as [the Hawai'i Kai unit] is inspected, [her] son will be moving in with [her] as [her] permanent live-in aide." Concise Statement at #52. This statement raised concerns that Thorson may have been improperly benefitting from the over-payment of the additional subsidy provided with her two-bedroom voucher. *See* Akamine Decl. in ¶19.

Akamine, in light of the above representations made in the April 8, 2022 email, sent an email to Thorson on April 12, 2022, requesting answers to a series of questions about her son. Concise Statement at #53-#54. Akamine's questions included: whether Thorson's son would be living with her full time; the type of care he would provide; how many hours a day he will be providing this care; and whether he would be working a full-time job. Concise Statement at #54. In response, Thorson stated her son would be providing her full-time care, 24 hours a

day, with 1-on-1 daily help. Concise Statement at #55. He would be helping her with her seizures and that his care was “essential to my life.” *Id.* And that her son would be working “a job with varying hours.” *Id.*

Akamine subsequently sent a “Certification for Live-In Aide” form to Dr. Bradham, Thorson’s primary care physician, to inquire about what care was deemed to be “essential” for Thorson and whether Thorson’s son can provide that care. Concise Statement at #56. Dr. Bradham certified that Thorson requires “24 hr a day” care from her son. Concise Statement #57. The care that Thorson’s son was to provide to Plaintiff on a “24/7” basis included: “[C]ooking, cleaning, housekeeping, caring for patient, monitoring for seizures and monitors [sic] afterwards to avoid self-harm and keep her safe.” *Id.* This care, Dr. Bradham certified, is required “indefinitely” and is “essential for the care and well-being of [Thorson].” Concise Statement #58. The record therefore establishes that Akamine, under the HPHA Administrative Plan, was obligated to look into the inconsistent information discovered in his review of Thorson’s file to ensure that HPHA was not violating the relevant federal statutes, HUD regulations, and HUD notices. He fulfilled this obligation by completing his review of Thorson’s file, and then following up with questions to Plaintiff and obtaining the “Certification for Live-In Aide” form from Dr. Bradham. Since Akamine acted pursuant to Chapter 14 of the HPHA Administrative Plan – which was duly adopted by the

HPHA Board of Directors on January 25, 2001 (with revisions distributed in September 2013), HPHA Administrative Plan at Page 1 – and in accord with federal statutes, HUD regulations, and HUD Notice PIH 2014-25 (HA); he, along with Ouansafi and Matsuura, are entitled to qualified immunity against Thorson’s Retaliation Claim in their individual capacities. *See Grossman*, 33 F.3d at 1210.

D. Defendants are Entitled to Judgment as a Matter of Law on Thorson’s Discrimination Claim and Retaliation Claim

Even if neither the *Ex parte Young* exception to Eleventh Amendment immunity nor qualified immunity applies in this case, there are no genuine issues of material fact that would preclude this Court from granting HPHA and its officials, in their official and individual capacities, judgment as a matter of law as to the Discrimination Claim and Retaliation Claim.

1. Discrimination Claim

The FHA makes it unlawful to “discriminate against any person . . . in the provision of services or facilities in connection with [their] dwelling, because of a handicap” of that person or any person associated with that person. 42 U.S.C. § 3604(f)(2). Discrimination includes “a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford [a disabled] person equal opportunity to use and enjoy a dwelling” 42 U.S.C. § 3604(f)(3)(B); 24 C.F.R. § 100.204.

To prevail on a claim under 42 U.S.C. § 3604(f)(3), Thorson must prove all of the following elements: (1) that she is handicapped within the meaning of 42 U.S.C. § 3602(h); (2) that Defendants knew or should reasonably be expected to know of the handicap; (3) that accommodation of the handicap may be necessary to afford the handicapped person an equal opportunity to use and enjoy the dwelling; (4) that the accommodation is reasonable; and (5) that Defendants refused to make the requested accommodation. *Dubois v. Ass'n of Apartment Owners of 2987 Kalakaua*, 453 F.3d 1175, 1179 (9th Cir. 2006) (citations omitted).

Thorson's Discrimination Claim consists of two parts. In the first part, Thorson alleges that Defendants "adopted an illegal policy to use one low comparable in all their rent reasonableness determinations, which is not in compliance with the federal rules and the HUD Guidelines." ECF No. 1 at PageID.3. Because of this deviation from federal rules and HUD Guidelines, the rent reasonableness determinations in this case were set too low.

In the second part of Thorson's Discrimination Claim, she alleges that this artificially low rent reasonableness determinations constitute disability discrimination because it limits her options for housing that can provide the accommodations for her disabilities. ECF No. 1 at PageID.5, 10, 16, 25, 27, 34, 36. Neither of these parts withstand scrutiny for two reasons.

First, as a preliminary matter, Thorson lacks standing to assert a claim on behalf of the Landlord. HPHA, under a HAP contract like the one in this case, is required to pay a portion of an individual's rent directly to the unit owner. HAR § 17-2031-65(e). The Landlord agreed to the contract rent amount of \$3,273, despite an initial request for \$4,000. Concise Statement at #33. Thorson now complains that as a result of Defendants' use of one low comparable in the Hawai'i Kai unit rent reasonableness determinations, the Landlord is not receiving all of the rent he contracted to get. ECF No. 1 at PageID.19-20, 23-24.

However, "a plaintiff may only bring a claim on [their] own behalf, and may not raise claims based on the rights of another party." *Epona v. County of Ventura*, 876 F.3d 1214, 1219 (9th Cir. 2017) (quoting *Pony v. County of Los Angeles*, 433 F.3d 1138, 1146 (9th Cir. 2006)). This principle is in accord with the Housing Choice Voucher Program Guidebook, which makes clear that an HCV program participant, like Thorson, cannot enforce the rent-reasonableness provisions in Part B of the HAP contract against the public housing authority. Housing Choice Voucher Program Guidebook at 14. Thus, any claim arising from the alleged underpayment of rent under the May 10, 2022 HAP contract must be raised by the Landlord, not Thorson. Thorson lacks standing to sue on behalf of the Landlord; therefore, summary judgment should be entered in favor of Defendants on the Discrimination Claim.

But even if this Court determines that Thorson has standing to assert her Discrimination Claim, it is clear that Defendants did not refuse to make any of Thorson's requested accommodations. In fact, all of Thorson's requested accommodations – namely, the 120 percent payment standard exception – were approved by the Defendants. Concise Statement at #6-#7, #60.

Contrary to Thorson's unfounded claims, HPHA undertook great efforts to ensure that a reasonable rent was paid for the Hawai'i Kai unit, as required by federal law and the HPHA Administrative Plan. *See* 42 U.S.C. § 1437f(o)(10)(A); 24 C.F.R. § 982.507(b); *see also* HPHA Administrative Plan § 8-III.A. at Page 8-15. Shinde not only conducted the required rent reasonableness test, but he went above and beyond his duties by conducting three separate rent reasonableness tests using nine different comparables to find a reasonable rent for the benefit of Thorson. Concise Statement at #19.

At the end, Shinde determined the maximum rent HPHA could pay was \$3,273. Concise Statement at #30-#32. Thorson confirmed the Landlord's acceptance of this reduced amount by email and through the submission of a revised lease for the Hawai'i Kai unit. Concise Statement at #33.

Defendants therefore never refused to make any requested accommodation and instead preserved the grant of Thorson's 120 percent payment standard exception accommodation. Concise Statement at #60. Thorson's Discrimination

Claim – which is based solely on speculation of Defendants’ implementation of an “illegal policy” – must necessarily fail. *Dubois*, 453 F.3d at 1179 (holding the FHA discrimination claim fails because defendant never refused to make the requested accommodation (citations omitted)).

Because Thorson lacks standing to assert this claim on behalf of the Landlord and the record confirms that Defendants’ conduct was certainly not discriminatory under the FHA, summary judgment must be entered in favor of Defendants on the Discrimination Claim.

2. Retaliation Claim

The FHA forbids retaliation in response to a person having exercised a protected right. *See* 42 U.S.C. § 3617. To establish a prima facie case of retaliation, a plaintiff must establish the following elements: “(1) that she was engaged in a protected activity; (2) that she suffered an adverse action in the form of coercion, intimidation, threats, or interference that was causally linked to the protected activity; [and] (3) that she suffered some resulting damage as a result of the adverse action[.]” *Lazarus*, 2023 WL 6446422, at *4 (citing *San Pedro Hotel Co. v. City of Los Angeles*, 159 F.3d 470, 477 (9th Cir. 1998)). If the plaintiff presents a prima facie case, “the burden shifts to the defendant to articulate a legitimate nondiscriminatory reason for its decision.” *Walker v. City of Lakewood*, 272 F.3d 1114, 1128 (9th Cir. 2001). Finally, if the defendant “articulates such a

reason, the plaintiff bears the ultimate burden of demonstrating that the reason was merely a pretext for a discriminatory motive. *Id.*

In her Complaint, Thorson alleged that Defendants retaliated against her, in violation of Section 818 of the FHA, by subjecting her live-in aide arrangement to inappropriate scrutiny and by threatening that live-in aide with fraud charges or prison. *See* ECF No. 1 at PageID.10, 12. This retaliation, she alleged, resulted from her complaining to Defendants about their use of a low cost comparable in their rent reasonableness determinations; and which grew worse upon the submission of her complaint to HUD. *See id.* at PageID.4, 31, 33. She alleges that her son quit as her live-in aide because of Defendants' above-mentioned actions, and she is now left without a live-in aide. *Id.* at PageID.55. Thorson's Retaliation Claim is without merit because she cannot establish that she was harmed by any adverse action by Defendants in retaliation for complaints and HUD filing.

The April 2022 inquiry into Thorson's live-in aide arrangement *did not cause* her son to halt his services. Thorson confirms that her son continued to serve as her live-in aide until September 18, 2023 – almost 17 months after the start of the April 2022 inquiry. *See* ECF No. 1 at PageID.12. She clarified, however, that her son “quit,” not because of HPHA's general inquiry into her live-in aide arrangement, but more specifically because HPHA officials threatened that she and her son were “going to jail for fraud.” *Id.* at PageID.14. This position is

premised on the unsupported and mistaken belief that an HPHA official made these threats; Thorson continues to confuse HPHA's review of her file with HUD's investigation of the claims made in the HUD complaint.

In fact, evidence in this record suggests that it was not Defendants, but rather the inquiries of an investigator with HUD that caused Thorson's son to begin to be too afraid to continue in his role as Thorson's live-in aide. *See* ECF No. 35-12 at PageID.666;¹⁰ ECF No. 36-3 at PageID.843, 45.¹¹ HPHA, in its submissions to the

¹⁰ Thorson's son left a voice message with a HUD investigator on June 7, 2023, saying, among other things:

I just, uh, got your email yesterday. And, uh, (laughs), threw me back, I, I, very intense, and it's kind of scary, it feels like I'm being a-accused or investigated Yeah, if you just give me a call and chat. I, I don't mind at all, um, just want to get to the bottom of this and get this over with because I, I don't want to be involved in this at all. This isn't my issue, so, um, yeah, please give me a call back.

ECF No. 35-12 at PageID.666.

¹¹ Thorson previously submitted to this Court images of text messages that she alleged were from a former neighbor at the Kailua unit, which appear to indicate that an "investigator" contacted the former neighbor as part of an investigation:

I love the investigators on your discrimination case! You are going to prison! Awe! Do you want to pretend shake so you can get more drugs.

. . . .

Is fraud spelt with a capital F? Is Prison spelt with little p? You and mommy will be finding out SOON! Ha!

HUD official investigating Thorson's complaint, stated that it was "considering further action and/or investigation . . . to determine whether this might be an occurrence of fraud." ECF No. 35-9 at PageID.497-98. When faced with possible program abuse, HPHA's policy is to "[r]efer the case to state or federal officials for criminal prosecution[,]" not take criminal enforcement action itself. HPHA Administrative Plan § 14-II.C. at Page 14-10. This is because HUD, unlike HPHA, has statutory law enforcement authority with a primary focus on preventing fraud, waste, and abuse. *See* 5 U.S.C. § 406(f)(1)(B); *see also* Office of Inspector General United States Department of Housing and Urban Development, *Investigation & Inquiry Reports*.¹² Because Ouansafi, Akamine, and Matsuura had no direct contact with Thorson's son that would have led him to quit as her live-in aide, they are entitled to judgment as a matter of law on the Retaliation Claim.

Second, even if the burden shifts to Defendants under *Walker*, they can articulate a "legitimate nondiscriminatory reason for [their] decision" to conduct

Oh man .. the investigator just contacted me again and you seem so screwed! Why did you put your name on the line for dumb dumb and it's getting [sic] ruin your career and they are seeking fraud for both of you! I can testify and want to!

ECF No. 36-3 at PageID.843; ECF No. 36-4 at PageID.845.

¹² This report is available at <https://www.hudoig.gov/library/investigation-inquiry-reports> (last accessed on February 14, 2025).

the April 2022 inquiry into Thorson's live-in aide arrangement. In this case, LASH notified HPHA that Thorson would be filing a complaint with HUD, challenging the use of one low cost comparable in the rent reasonableness determinations for the Hawai'i Kai unit. Concise Statement at #37. Akamine then conducted a review of Thorson's file to ensure that HPHA was complying with relevant federal laws, regulations and notices for the ultimate benefit of Thorson. Concise Statement at #38-#39, #42; *accord* HPHA Administrative Plan chapter 1 (Introduction) at Page 1-1. However, this review of Thorson's file indicated that Thorson's son was not living with Thorson in the subsidized two-bedroom unit. Concise Statement at #46-#47.

As previously discussed, live-in aides, like Thorson's son, must "reside[]" in the rental unit of an HCV Program participant to provide "essential" care. 24 C.F.R. § 5.403. HUD requires that the subsidized unit must be "the aide's primary residence," and that "[h]elpers who come and go during the day are considered guests or employees of the participant" and would not constitute live-in aides. Lisa Sloane, Emily Cooper & Ann O'Hara, *Live-In Aides and the Housing Choice Voucher Program Fact Sheet* at PDF 5 (August 2003).¹³ HUD Notice PIH 2014-25 (HA) further confirms that "[o]ccasional, intermittent, multiple or rotating care

¹³ This fact sheet, which was written under contract with HUD, is available at https://www.tacinc.org/wp-content/uploads/2020/08/Live-in_Aides.pdf.

givers typically do not reside in the unit and would not qualify as live-in aides.” HUD Notice PIH 2014-25 (HA) at PDF 3. These restrictions are in place for a specific reason: “Since housing funds are limited and there are many eligible families on the [public housing authority, or PHA] waiting lists, PHAs must ensure that a live-in aide is necessary for the support of a person with a disability.” *Live-In Aides and the Housing Choice Voucher Program Fact Sheet* at PDF 6.

Akamine’s inquiries into Thorson’s live-in aide arrangement were therefore not prompted by Thorson’s complaints or the submission of her HUD complaint. These inquiries were triggered by the information discovered by Akamine in his review of Thorson’s file that raised concerns as to whether HPHA’s subsidization of a second bedroom for Thorson’s son was appropriate. Concise Statement at #46-#47. Akamine ensured, through his inquiries with Thorson and Dr. Bradham, that Thorson’s son, as Thorson’s live-in aide, was necessary for the support of Thorson as a person with a disability. Concise Statement at #53-#59. This is a legitimate nondiscriminatory reason for Akamine’s inquiries into Thorson’s live-in aide arrangement with her son, the peculiarities of which came distinctly to their attention only when Akamine actually looked into Thorson’s file.

Thorson’s factual allegations also do not support any inference that Defendants’ legitimate nondiscriminatory reason for allegedly scrutinizing her live-in aide arrangement was pretextual. Thorson admits, through her allegations

in the Complaint, that she essentially requested a second bedroom in her unit be subsidized for her live-in aide even though he would, at most, only be providing “[o]ccasional” or “intermittent” care.¹⁴ Because a live-in aide must be “essential to the care” of the voucher holder, *see* 24 C.F.R. § 5.403, Thorson’s son, or any later identified live-in aide, must reside in the unit for an amount of time sufficient to provide Thorson with the “24 hr a day” care that she represented, and Dr. Bradham certified, is “essential for [Thorson’s] care and wellbeing.” Concise Statement at #57-#58. And it was reasonable for HPHA to require Thorson’s son to reside with her full-time, given (1) Dr. Bradham’s May 2022 certification that Thorson requires care “24 hours” a day, Concise Statement at #57-#58; and (2) Thorson’s own representations to HPHA that her son would be “moving in with me [into the Hawai‘i Kai unit] as my permanent live-in aide,” that he would be living with her “full time,” and that he would be providing her with “24hr a day” care and “1-on-1 help on a daily basis.” Concise Statement at #52. In light of this evidence, this Court cannot find it likely that it was pretextual or bad faith for Defendants to make efforts to determine whether Thorson’s live-in aide arrangement comported with federal laws, regulations and notices – namely, the objective in HUD Notice

¹⁴ Even without this subsidized second bedroom, HPHA has not precluded (and Thorson has not alleged that HPHA has precluded) her son from visiting the Hawai‘i Kai unit to provide the “[o]ccasional” or “intermittent” care Thorson appears to now seek.

PIH 2014-25 which aims to reduce the amount of over-payments due to over subsidization. HUD Notice PIH 2014-25 (HA) at PDF 1.

Thus, even if neither the *Ex parte Young* exception nor qualified immunity applies, Thorson has failed to establish the elements for either a Discrimination Claim or Retaliation Claim. Defendants, in their official and individual capacities, are therefore entitled to judgment as a matter of law as to the Discrimination Claim and Retaliation Claim.

VI. CONCLUSION

Based on the foregoing, Defendants respectfully request that this Court grant Defendants' Motion for Summary Judgment and enter judgment as a matter of law in favor of Defendants on all claims.

DATED: Honolulu, Hawai'i, February 15, 2025.

STATE OF HAWAII

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MATSUURA

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

LAURIE THORSON,

Pro Se Plaintiff,

vs.

HAWAII PUBLIC HOUSING
AUTHORITY, aka HPHA, and
HAKIM QUANSAFI, HPHA
Executive Director; RYAN
AKAMINE, HPHA Chief Compliance
Officer; LYLE MATSUURA, HPHA
Supervisor IV

Defendant.

Civil No. CV23-00412 MWJS-WRP

CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

Pursuant to LR7.4(d), LR7.4(e), and LR56.1(c) of the Local Rules of Practice for the United States District Court for the District of Hawaii, the undersigned counsel certifies as follows:

- This Court issued an order on January 28, 2025, which provides, in relevant part: “Any summary judgment motions filed in this case shall not exceed the following length: (1) the memorandum in support shall not exceed 45 pages, and (2) the concise statement in support shall not exceed 10 pages.” ECF No. 99.

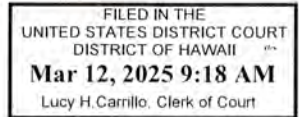
- The Memorandum in Support of Defendants HAWAII PUBLIC HOUSING AUTHORITY, aka HPHA, and HAKIM QUANSAFI, HPHA Executive Director; RYAN AKAMINE, HPHA Chief Compliance Officer; LYLE MATSUURA, HPHA Supervisor IV's Motion for Summary Judgment complies with the 45-page page limit set by the January 28, 2025 order.
- The Concise Statement of Facts in Support of Defendants HAWAII PUBLIC HOUSING AUTHORITY, aka HPHA, and HAKIM QUANSAFI, HPHA Executive Director; RYAN AKAMINE, HPHA Chief Compliance Officer; LYLE MATSUURA, HPHA Supervisor IV's Motion for Summary Judgment complies with the 10-page page limit set forth in the January 28, 2025 order.

DATED: Honolulu, Hawai'i, February 15, 2025.

/s/ Chase S.L. Suzumoto
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

LAURIE THORSON)	CV-23-00412-MWJS-WRP
pro se plaintiff)	
v.)	
)	PLAINTIFF's OPPOSITION
HAWAII PUBLIC HOUSING AUTHORITY)	TO DEFENDANTS
and)	MOTION FOR
Hakim Ouansafi, Executive Director)	SUMMARY JUDGMENT
Ryan Akamine, Chief Compliance Officer)	
Lyle Matsuura, Supervisor IV)	TABLE OF CONTENTS IS ATTACHED
)	COURT CERTIFIED 45 PAGE LIMIT - DOCKET # 99

Plaintiff opposes the defendants Motion for Summary Judgment. First, the plaintiff would like to bring to the court's attention the defendants are intentionally providing the court with false and misleading information to support their Motion for Summary Judgment. The defendants want the court to believe that they were not a party to the investigation against the plaintiff and the live in aide, but rather it was HUD. The truth is confirmed by FHEO Branch Chief, Stephanie Rabiner, who confirms that the defendants are providing the court with false and misleading information in their Motion for Summary Judgment by writing the following:

The defendants write in their Motion for Summary Judgment:

"...Thorson continues to **confuse HPHA's review** of her file **with HUD's investigation** of the claims made in the HUD complaint..."
(REFER TO PAGE 40 OF D's SJ MOTION) (Note: Plaintiff is not confused.)

"...evidence in this record suggests that it was **not** Defendants, but rather the inquiries of an investigator with HUD that caused Thorson's son to begin to be too afraid to continue in his role as Thorson's live-in aide..."

(REFER TO PAGE 40 OF D's SJ MOTION)

"..Thorson previously submitted to this Court images of text messages that she alleged were from a former neighbor at the Kailua unit, which **appear** to indicate that an "investigator" contacted the former neighbor as part of an investigation..."

(REFER TO PAGE 40 OF D's SJ MOTION)

"...HUD official investigating Thorson's complaint, stated that it was "considering further action and/or investigation...to determine whether this might be an occurrence of fraud."

(REFER TO PAGE 41 OF D's SJ MOTION)

On 06.12.23, HUD's FHEO Branch Chief, Stephanie Rabiner wrote to the plaintiff and confirmed that **it was not HUD, but rather it was the defendants who were 'investigating' the plaintiff and her live in aide, and it was the defendants who contacted the ex-neighbor and ex-landlord, not HUD.** FHEO Branch Chief, Stephanie Rabiner, writes:

"...FHEO is **not** investigating you for fraud – fraud is outside of our jurisdiction. HUD's Office of Inspector General is responsible for investigating fraud within the Department's programs, and we are unaware of any complaint made to that office about you or your live-in aide..."

"...Please be advised that **HPHA has informed FHEO that HPHA has continued its investigation into your son's residency between 2017 and April 2022. HPHA's ongoing investigation is a continuation of its April 2022** inquiry into your **need** for a live-in aide and your son's **place of residence** as your designated live-in aide..."

"...Do note that HPHA has given FHEO the evidence it has collected during its investigation, including information that **HPHA staff obtained from your former neighbor and former landlord...**"

(refer to Attachment 1 - 06.12.23 EMAIL FROM HUD/FHEO BRANCH CHIEF, STEPHANIE RABINER, re HPHA INVESTIGATION)

The plaintiff contacted the FHEO because she believed the investigators belonged to FHEO, but as Mrs. Rabiner confirms, the defendants investigators made contact with the ex-neighbor, not HUD. It was the investigators who communicated to the ex-neighbor the threat that the plaintiff and live in aide were going to prison for fraud (*as was conveyed by the "investigators"*). **It was this "threat" that caused the plaintiff's live in aide to quit.**

(refer to Attachment 2 - 06.12.23 EMAIL FROM P TO FHEO re INVESTIGATION)

The facts prove the defendants were determined to interfere with the plaintiff's reasonable accommodation to have a live in aide because the plaintiff disputed their illegal policies (*which defendants admit to implementing*) are of no benefit to the recipients or the landlords of the Section 8 program, **but only benefit the defendants whose purpose to implement the illegal policies is to increase the amount of subsidy (federal funds) the defendants steal from each Section 8 voucher.**

Defendant Hakim Ouansafii does not dispute the use of the illegal policy to use low comparables, but rather he deflects liability to the board members and to subordinate state employees, in which he writes in his Declaration: *(refer to D's SJ Motion attachment – docket #102-1, page 3)*

"...It is the HPHA Board, not me as the Executive Director, that is responsible for adopting policies such as the "one low comparable" policy referenced by plaintiff..." (§356D-4)

Plaintiff provides the necessary federal rules that prove the defendants intentionally are violating federal and state rules in order to fraudulently steal millions from the Section 8 program.

The illegal policy to use low comparables against the contract rent in determining rent reasonableness is a part of the fraud scheme. To prove the fraud scheme, the plaintiff created FRAUD CHARTS using only figures extracted from the defendants' financial statements and HUD

records, which confirm defendants stole over \$110M since January 2015, and continue to steal over \$1M each month from the Section 8 program.

(refer to Attachment A – FRAUD CHART – PHA: H1901 Hawaii Public Housing Authority)

The plaintiff also created two additional FRAUD CHARTS to prove that actually three of five PHAs in Hawaii steal from the Section 8 Housing Choice Voucher Program. Big Island and Maui do not steal and actually issue 100% of the vouchers they receive from HUD. Even though this lawsuit is not against the other two PHAs, the pattern of behavior proves government corruption in Hawaii by state employees who have adopted and are implementing the same fraud scheme as the defendants (state employees: Hakim Ouansafi, Ryan Akamine, and Lyle Matsuura).

(refer to Attachment B – FRAUD CHART – PHA H1003 City and County of Honolulu)

(refer to Attachment C – FRAUD CHART – PHA: H1005 Kauai County Housing Agency)

The plaintiff's facts prove the defendants intentionally interfered with plaintiff's reasonable accommodation to have a live in aide **after** she disputed their illegal policies, by first terminating her live in aide *(which defendants approved in 2017)*, then terminated her 2-bedroom voucher *(which defendants approved in 2017)*, then issued the plaintiff a 0-bedroom voucher so that she could no longer receive support services which included overnight care, then created obstacles to prevent the landlord from reducing the size of his rental unit from a 2-bedroom to a 1-bedroom unit so that the plaintiff could not remain as a tenant using her 0-bedroom voucher, which ultimately caused the plaintiff, a 65 year old disabled woman, to be homeless sleeping in her vehicle.

To make it even worse, defendants then decided to present themselves as truly caring about plaintiff by deceitfully claiming plaintiff still qualified for a live in aide, **but only if** she complied with defendants newly fabricated illegal policies regarding her live in aide *(which illegal policies apply only to the plaintiff and not to any all recipients)*.

The defendants knew full well the plaintiff could never comply with their illegal policies regarding her live in aide because the plaintiff does not have the financial resources to pay for a live in aide (*only receives SSDI and food stamps*).

Defendants illegal policies required the live in aide to live in the plaintiff's home as their "primary residence", required live in aide to sleep in the plaintiff's home each night of the week (24/7), required the plaintiff to not have a separate residence, and require that the live in aide not be employed. These illegal policies were prerequisites that the plaintiff had to comply with in order for the defendants to approve the plaintiff's live in aide can provide support services, which includes overnight care when needed.

The defendants ultimately succeeded in interfering with the plaintiff's live in aide (*who was her son, who was helping his mother for free*). Because the plaintiff could not comply with the defendants illegal policies, and because they threatened the plaintiff and the live in aide that they were going to prison for fraud, the live in aide quit.

Defendants succeeded in terminating the plaintiff's live in aide which allowed the defendants to terminate the plaintiff's 2-bedroom voucher (*which was initially approved in Oregon, which defendants approved in 2017 and every year thereafter*).

(refer to Attachment 3 - 2016 OREGON VOUCHER ISSUED AS A 0, 1, OR 2 BEDROOM VOUCHER)

(refer to Attachment 4 - 2017 OREGON ISSUED A NEW 2-BEDROOM VOUCHER FOR HER MOVE TO HAWAII)

The plaintiff believes there is a substantial amount of evidence to prove all the plaintiff's claims against the defendants are true and valid. Therefore, the plaintiff prays the court denies the defendants Motion for Summary Judgment and allows this case to proceed to trial.

I. INTRODUCTION

a. About Plaintiff, Laurie Thorson

Plaintiff, Laurie Thorson, is a 65 year old disabled woman.

Plaintiff has been under the care of physicians and neurologists since 2009, diagnosed with Epilepsy and Transient Epileptic Amnesia. The plaintiff is diabetic, is blind in the right eye, has multiple back fractures (T-3 to T-12) in the thoracic and lumbar areas - from falling during seizures, has five pinched nerves in her back – which causes pain in her legs, has scoliosis, has arthritis in both knees, neuropathy in all extremities, has limited use of her left arm after breaking her arm during a fall in 2016, and now has limited use of her right arm after recently falling and tearing the ligament on the upper part of her right arm. Plaintiff is always in pain. The plaintiff provided the defendants with a voluminous amount of medical evidence and written verification in the form of seven (7) letters from six (6) different physicians, who unanimously agree the plaintiff is disabled and requires a live in aide to provide support services, including overnight care when needed.

In 2009, Social Security Disability determined the plaintiff was ‘permanently’ and ‘indefinitely’ disabled and unable to work.

Prior to moving to Hawaii in 2017, the plaintiff’s neurologist in Oregon, Dr. Michael Bell, expressed concerns about the plaintiff continuing to incur physical damage because she had nobody to provide support services when needed, nor did she know anyone who could provide support services for free. Plaintiff went without support services for years, which explains numerous irreversible physical injuries.

Plaintiff’s neurologist (*Dr. Michel Bell*) and two other physicians (*Dr. Jessica Morgan and Dr. Dana Rhode*) cared for the plaintiff in Oregon.

Dr. Michael Bell decided that it was in the best interest of his patient to contact the plaintiff's son in Hawaii to ask if he could help his mother. The son agreed and moved his mother to Hawaii.

Plaintiff's Oregon voucher was designated as a 0-1-2-bedroom voucher (*since 2010 and every year thereafter until 2017*). Oregon revised the 0-1-2 voucher to a 2-bedroom voucher before the plaintiff moved to Hawaii, knowing the plaintiff was finally going to have a live in aide for free. After arriving in Hawaii in 2017, defendants issued the plaintiff a new 2-bedroom voucher, and plaintiff lived in Kailua until April 2022.

(refer to Attachment 3 – 2016 OREGON VOUCHER ISSUED AS A 0, 1, OR 2 BEDROOM VOUCHER)

(refer to Attachment 4 – 2017 OREGON ISSUED A NEW 2-BEDROOM VOUCHER FOR HER MOVE TO HAWAII)

II. FACTS / GENUINE ISSUES OF MATERIAL FACTS TO PROVE HARASSMENT, RETALIATION & INTENTIONAL INTERFERENCE

The plaintiff claims the defendants intentionally discriminated and retaliated against her **after** she disputed the use of defendants' illegal policies to use low comparables against the contract in rent reasonableness determinations.

The plaintiff claims the defendants retaliated against her by interfering with her reasonable accommodation to have a live in aide who can provide support services to accommodate her disabilities, and by intentionally interfering with her Section 8 voucher, which was originally issued in Oregon, and was transferred to Hawaii in 2017 (*which defendants approved every year thereafter*).

The facts prove the defendants acted outside the scope of their duties to cause the plaintiff harm and even went so far as to investigate the plaintiff and her live in aide for fraud, which defendants threatened the plaintiff and her live in aide of going to prison for fraud.

The facts prove the defendants acted outside the scope of their duties by harassing and retaliating against the plaintiff by intentionally interfering with the disabled plaintiff's live in aide and housing.

In 2017, after plaintiff arrived in Hawaii, the defendants issued the plaintiff a new 2-bedroom voucher and approved her reasonable accommodation to have a live in aide (*based on written verification by two (2) physicians in Oregon*).

(refer to Attachment 5 - 07.10.17 Ds APPROVED Ps LIA RA BASED ON 2 DR LETTERS)

In addition, the defendants also approved a 120% reasonable accommodation to increase the plaintiff's "payment standard" because of the difficulty the plaintiff was having in securing a rental that was not in a high-rise or near a busy street, to keep her safe from falling off the lanai or walking into a busy street during episodes of amnesia.

(refer to Attachment 6 – 07.10.17 HPHA ADDED 120% RA, IN ADDITION TO LIA RA)

Every year thereafter (2017 – 2022), the defendants approved the plaintiff's 2-bedroom voucher and reasonable accommodations (*live in aide RA and 120% RA*).

On March 1, 2022, plaintiff was given 'Notice to Move'.

On March 4, 2022, the defendants issued the plaintiff a new 2-bedroom voucher, which included the approved reasonable accommodations approved in 2017 (*live in aide RA and 120% RA*). The defendants informed the plaintiff her payment standard for the 2-bedroom voucher was \$4,207.

(refer to Attachment 7 - 03.04.22 D ISSUED P NEW 2-BDRM VOUCHER - LIA RA AND 120% RA APPROVED)

On March 21, 2022, 3:58pm, the plaintiff emailed Lyle Matsuura to inform him that she found a rental for \$4,000 rent in Hawaii Kai.

(refer to Attachment 8 - 03.21.22 EMAIL FROM P TO LYLE MATSUURA re ZIP CODE v CORRECT PAYMENT STANDARD)

On March 21, 2022, 4:18pm, Lyle Matsuura confirmed the payment standard of "...\$3,948...There is a possibility you could go over a bit cause you can pay up to 40% of your gross monthly income..."

(refer to Attachment 9 - 03.21.22 4.18pm EMAIL FROM LYLE MATSUURA TO P re CORRECT PAYMENT STANDARD)

On March 21, 2022, the new landlord and the plaintiff met and both signed the Lease dated March 21, 2022. The lease confirms the rent is \$4,000 for a 2-bedroom townhouse located in Hawaii Kai.

(refer to Attachment 10 - 03.21.22 LANDLORD AND PLAINTIFF SIGNED LEASE FOR \$4,000 RENT)

On March 22, 2022, the new landlord and the plaintiff met again to complete the RFTA (Request for Tenancy Approval), which confirms the rent is \$4,000.

(refer to Attachment 11 - 03.22.22 LANDLORD AND PLAINTIFF SIGNED RFTA FOR \$4,000 RENT, LANDLORD PROVIDES BANK INFO TO RECEIVE AUTO-DEPOSIT)

On March 22, 2022, 4:28pm, the plaintiff personally dropped off the RFTA and Lease at the HPHA office (*see date stamp on RFTA*).

On March 22, 2022, 4:45PM, plaintiff emailed Lyle Matsuura to inform him that she personally just dropped off the RFTA and Lease.

(refer to Attachment 12 - 03.22.22 EMAIL FROM P TO LYLE re CONFIRMATION P DROPPED OFF RFTA AND LEASE AT HPHA OFFICE FOR RENTAL IN HAWAII KAI)

On March 23, 2022, 2:48pm, plaintiff emailed Lyle Matsuura regarding the old Utility Allowance chart he sent her. Plaintiff requests she be permitted to use utility chart for 2022 (*plaintiff found online*). Ryan Akamine did not respond.

(refer to Attachment 13 - 03.23.22 EMAIL FROM P TO LYLE MATSUURA re P REQUESTED 2022 UA CHART, SINCE LYLE SENT AN OLD UA CHART)

On March 23, 2022, 4:49pm, caseworker Cosme Caal emailed the landlord to notify him that a rent reasonableness test was performed, and the landlord was required to reduce the rent by \$1,363 to \$2,647,

or the plaintiff would need to find another rental using the new reduced payment standard (*determined by defendants after applying two low comparables in their rent reasonableness test*).

To determine rent reasonableness, the defendants used **2** low comparables in the amounts of \$1,500 and \$2,621. The low comparable in the amount of \$1,500 was 62.5% lower than the proposed rental.

(refer to Attachment 14 - 03.23.22, 4:49pm, EMAIL FROM CASEWORKER re LANDLORD REQUIRED TO LOWER THE RENT BY \$1,363 TO \$2,647 - PER 2 LOW COMPS USED IN RENT REASONABLENESS TEST)

(refer to Attachment 15 - \$1,500 LOW COMP USED, 2 LOW COMPS USED TO REDUCE Ps PAYMENT STANDARD AND REDUCE RENT FROM \$4,000 TO \$2,854)

On March 23, 2022, 4:55pm, the landlord said **no** to decreasing his rent, writing to defendants: "...sticking with FMV at 4,000/month...".

(refer to Attachment 16 - 03.23.22 LANDLORD REFUSED TO REDUCE RENT)

The defendants now admit that they knew about the illegal policy to use low comparables and confirm the use of low comparables is not in compliance with HUD Regulations (*confirmed by defendants in their SJ Motion, refer to docket #101-2, page 12 of 54*). Now the defendnats claim they are only complying with a 15 year old illegal policy in their Admin Plan Rule **8.III-D** (*from 2011*), which only proves that the defendants had 15 years to ratify their illegal policy to be in compliance with HUD Regulations, in accordance with **24 CFR 982.52**.

(HPHA Admin Plan, Rule 8.III-D, confirmed by defendants in their SJ Motion, refer to docket #101-2, page 12 of 54).

Defendants used **two (2) low** comparables in their initial rent reasonableness test, and then used the same low comparable in the amount of \$1,500 throughout all their tests, which after the fourth test this low comp for \$1,500 required the landlord to reduce his rent by \$727 to \$3,273. The landlord already confirmed he was firm on \$4,000.

(refer to Attachment 15 - \$1,500 LOW COMP USED AGAIN TO LOWER THE RENT AGAIN)

(refer to Attachment 16 – LANDLORD REFUSED TO \$4,000 RENT)

On March 24, 2022, supervisor Noble Choy informed the plaintiff she can challenge the comparables by submitting her own comparables. Defendants rejected all four of the plaintiff's comps she submitted.

(refer to Attachment 17 - 03.24.22, 2:31pm, EMAIL FROM SUPV NOBLE CHOY re INFORMED P IT IS OK TO CHALLENGE COMPS)

(refer to Attachment 18 - 03.24.22, 8:49 EMAIL FROM P TO D re P SUBMITS 4 NEW COMPARABLES. The defendants rejected all 4)

On March 25, 2022, the plaintiff contacted Jesse Wu, HUD/PIH Director in Hawaii, inquiring about defendants' use of low comparables. Mr. Wu confirmed low comparables is not in compliance with HUD Regulations, and forwarded a copy of the HUD Regulations to plaintiff.

(refer to Attachment 19 - 03.25.22 and 04.01.22 EMAILS TO AND FROM JESSE WU, PIH DIRECTOR, WHO SENDS P HUD REGS TO PROVE LOW COMPARABLES ARE ILLEGAL)

(refer to Attachment 20 - HUD REGULATION, page 8, re LEGAL METHODOLOGY IN GATHERING COMPS AGAINST THE PAYMENT STANDARD - LEGAL RENT REASONABLENESS)

On March 28, 2022, 2:58pm, Lyle Matsuura allowed the plaintiff's son to submit 4 more comparables to support the rent for \$4000 was reasonable. Lyle Matsuura explained in detail the criteria for the comps to be acceptable. The son complied. Defendants threw out 2, and kept 2.

(refer to Attachment 21 - 03.28.22 2:58pm, LYLE MATSUURA ALLOWED PLAINTIFF'S SON TO SUBMIT 4 NEW COMPS TO SUPPORT \$4K RENT IS REASONABLE)

On March 28, 2022, 4:53pm, Lyle Matsuura confirms the plaintiff's payment standard is \$4,207.

(refer to Attachment 22 - 03.28.22, 4:53pm EMAIL FROM LYLE MATSUURA re CONFIRMATION THAT PLAINTIFF'S PAYMENT IS ACTUALLY \$4,207)

On March 29, 2022, 11:04am, defendants performed another rent reasonableness test, using the same low comparable in the amount of \$1,500 that they used in the first test on March 23, 2022. This low comparable was not in Hawaii Kai, not a 2-bedroom 2-bathroom townhouse, not in the same zip code, and was in very poor condition.

The low comparable amount of \$1,500 is what caused the plaintiff's payment standard to be reduced to \$3,273.

On March 29, 2022, 11:04am, Lyle Matsuura responds to an email by plaintiff, confirms the same low comparable used on 03.23.22 was being used again, in conjunction with 2 comparables that the son submitted on 03.28.22 in the amounts of \$4,321 and \$4,500. Knowing landlord refused to decrease the rent, the new reduced rent is \$3,273.

(refer to Attachment 23 - 03.29.22, 11.04am EMAIL FROM LYLE MATSUURA re CONFIRMED ANOTHER RR TEST PERFORMED AND LOW COMP USED AGAIN TO REDUCE RENT TO \$3,273

(refer to attachment to D's SJ Motion, docket #105-2)

*(refer to Attachment 15 - \$1,500 low comparable – **62.5% lower than the rent**)*

On March 29, 2023, 12:22pm, the plaintiff's son emails Lyle Matsuura to inform him "...the numbers I provided are \$5,225, \$4,500, and \$4,200...I provided legit current rentals on the market...if this does not get approved, then my mom will be homeless..." "...it seems like your office is purposefully trying to prevent us from getting this rental..."

(refer to Attachment 24 - 03.29.23, 12.22pm EMAIL FROM P SON TO LYLE MATSUURA re LYLE REFUSED TO ACCEPT SON's 4 COMPS, SON CLAIMS Ds ARE PREVENTING P FROM SECURING THE RENTAL)

On April 1, 2022, the plaintiff forwarded Mr. Wu's email to Lyle Matsuura to inform him that the use of low comparables was not in compliance with HUD Regulations. **Lyle Matsuura did not respond.**

(refer to Attachment 19 - 03.25.22 and 04.01.22 EMAILS TO-FROM JESSE WU, PIH DIRECTOR, WHO PROVIDES HUD REGS TO PROVE Ds LOW COMPARABLE IS ILLEGAL)

On April 5, 2022, 3:42pm, **16** days after submitting the RFTA and Lease to the defendants, plaintiff emailed defendants and informed them of **24 CFR §982.305** which requires inspections to be performed within **15** days from receipt of the RFTA and Lease (*received March 22, 2022*).

(refer to Attachment 25 - 04.05.22 EMAIL FROM P TO D, REQ FOR INSPECTION re COMPLIANCE WITH 24 CFR §982.305)

On April 6, 2022, defendants confirm to the plaintiff that Hakim Ouansafii requested Ryan Akamine to "review" the plaintiff's file. At this point, the defendants were fully informed that the landlord refused to decrease his rent to accommodate their low comparable. **The defendants**

acknowledged the landlord's "refusal" to decrease his rent by proceeding with scheduling an inspection of the rental (*which was scheduled for 8:00am on April 13, 2022*). RFTA and Lease (rent is \$4,000) submitted on March 22, 2022 - basis to proceed with inspection.

*(refer to Attachment 26 - **FEDERAL REGISTER 98-10374, page 23857** re INSPECTION IS BASIS FOR ACCEPTANCE OF RFTA AND LEASE RECEIVED BEFORE THE INSPECTION IS PERFORMED, REQUIRED BEFORE SIGN THE HAP CONTRACT)*

On April 12, 2022, 1:17pm, the day before the rental unit was scheduled to be inspected, Ryan Akamine (HPHA's Chief Compliance Officer) wrote to the plaintiff and said he was **instructed by Hakim Ouansafi to "review" the plaintiff's file**. Defendant Ryan Akamine informed the plaintiff that the inspection scheduled for the following morning at 8:00am would be cancelled **if the plaintiff failed to answer numerous interrogating questions by the end of the day (4:00pm) regarding her disability and her live in aide**. Ryan Akamine required the plaintiff to respond in literally **2 hours and 43 minutes or the inspection scheduled for the following morning would be cancelled**.

*(refer to Attachment 27 - **04.12.22 1.17pm EMAIL FROM RYAN AKAMINE THE BEGINNING OF HIS INTERFERENCE AND RETALIATION**)*

On April 12, 2022, 1:17pm, in the same email noted above, Ryan Akamine writes,

"...With respect to your inspection...scheduled to take place on Wednesday, April 13, 2022...the inspection is also subject to the questions below..."

"...With respect to your live-in aide, your son Ryan Thorson executed his Live-in aide Housing Agreement in 2017. In your subsequent discussions with Mr. Matsuura, you indicated that Ryan Thorson was NOT living in your unit on a full-time basis and would visit you only at certain times...provide us answers to the following **by 4:00pm today...**"

On April 12, 2022, 3:35pm, the plaintiff respectfully responded to Ryan Akamine's interrogatory questions (*received this same day at 1:17pm*) before the deadline of 4:00pm.

*(refer to Attachment 28 - **04.12.22 3.35pm EMAIL FROM P TO RYAN AKAMINE re LIA**)*

The plaintiff provided Ryan Akamine with a voluminous amount of evidence to prove she is disabled and is required to have a live in aide who can provide support services (*which defendants approved in 2017*), and plaintiff provided Ryan Akamine with a new letter from Dr. Megan Bradham dated this same day. This 'written verification' by plaintiff's doctor was not acceptable for Ryan Akamine to "certify" the live in aide.

Dr. Megan Bradham writes on April 12, 2022:

"...Laurie Thorson is a patient of mine and medically required to have her son as her live in aide. Ryan Thorson is permitted to live in Laurie Thorson's home to provide monitoring and care as needed..."

(refer to Attachment 29 - 04.12.22 LETTER FROM DR. BRADHAM)

Ryan Akamine now had three (3) letters from three (3) different doctors, sufficient "written verification" to "certify" plaintiff's live in aide.

Again, Ryan Akamine's refused to "certify" the live in aide.

On April 12, 2022, 3:50pm, the plaintiff again emailed Ryan Akamine again, and provided additional medical documents to prove her disabilities and need for a live in aide.

(i.e., medical records, chart notes, x-rays, numerous pictures to prove what happened/happens if plaintiff is without a live in aide, pictures of holes in her tongue, puddles of blood all over the house, wounds on elbows and knees, scratches on her face from seizing, wounds on her face from falling and hitting her face on the corners of tables, x-rays of numerous back fractures (T-3 to T-12), x-ray of broken left arm and several pinched nerves in thoracic spine and lower lumbar areas which cause plaintiff chronic pain in her back and legs, etc.).

(refer to Attachment 30 - 04.12.22 3.50pm, EMAIL TO RYAN AKAMINE, ADD'L MEDICAL EVIDENCE TO SUPPORT LIVE IN AIDE RA)

On April 13, 2022, 6:29am, the plaintiff again emailed Ryan Akamine to provide him with even more medical evidence, in hopes he would not cancel the inspection scheduled for 8:00am.

(refer to Attachment 31 - 04.13.22 6.29am, EMAIL TO RYAN AKAMINE, ADD'L EVIDENCE TO SUPPORT LIVE IN AIDE RA)

On April 13, 2022, 8:00am, the HPHA inspector arrived, and the unit passed inspection. The unit was inspected **24 days after** the defendants received the RFTA and Lease because Ryan Akamine was trying desperately to interfere with the plaintiff's live in aide before the unit was inspected, and before the HAP contract was signed.

The defendants failed to comply with **24 CFR §982.305** which requires the inspection to be performed within **15** days from receiving the RFTA and Lease, which the defendants received on March 22, 2022.

24 CFR §982.305 (42 USC §1437(f))

"...Inspection and determination must be completed within **fifteen** days after the family and the owner submit a request for approval of the tenancy..."

On April 13, 2022, 8:03am, **after** Ryan Akamine received written verification the previous day from Dr. Megan Bradham, Ryan Akamine writes to the plaintiff, "...we will contact Dr. Megan Bradham for our **required certification...**". **At this point, it is evident that Ryan Akamine is determined to act outside the scope of his duties to intentionally interfere with the plaintiff's live in aide.**

(refer to Attachment 32 - 04.13.22 8.03am EMAIL FROM RYAN AKAMINE, DETERMINED TO INTERFERE w/ LIA RA)

On April 13, 2022, 4:03pm, after the inspection, Lyle Matsuura left a voicemail message and said, "...the unit passed inspection, and you can move in today...". According to the HAP contract signed on May 9, 2022, the rent began on April 13, 2022 (*which RFTA and Lease for \$4,000 was the basis for the inspection*).

*(refer to Attachment 26 – FEDERAL REGISTER 98-10374, **page 23857** re INSPECTION IS THE BASIS FOR ACCEPTANCE re HAP CONTRACT)*

On 04.18.22, Lyle Matsuura notified the plaintiff that her voucher was being processed.

On 04.25.22, Lyle Matsuura again notified the plaintiff that her voucher was "...next in line to be processed...".

On 04.25.22, 4:10pm, defendant Ryan Akamine wrote to the plaintiff that he intended to contact Dr. Bradham (***again***) **to continue certifying the live in aide.** *(He was definitely determined to not help me.)* Ryan Akamine confirmed to the plaintiff he sent Dr. Bradham an “interrogatory questionnaire”, even though Ryan Akamine already had Dr. Bradham’s letter dated April 12, 2022.

Ryan Akamine writes in his email to Dr. Bradham:

“...This request seeks your professional opinions regarding the **necessity** for a live in aide for your patient, the time and schedule requirements of a live in aide for your patient, and your knowledge about your patient’s **proposed** live in aide...”.

(refer to Attachment 33 - 04.25.22 4.10pm EMAIL FROM RYAN AKAMINE, CONTINUES TO CERTIFY LIA)

Ryan Akamine is incorrect. The live in aide is not being “proposed”. Plaintiff’s live in aide was “approved” in 2017.

(refer to Attachment 5, 6 - 2017 HPHA APPROVED 120% RA, IN ADDITION TO LIA RA)

According to Federal Register 98-10374, page 23850, Ryan Akamine is not the gatekeeper to determine plaintiff’s “necessity” for a live in aide.

(refer to Attachment 26 - FEDERAL REGISTER 98-10374, page 23850 re NO AUTHORITY TO ACT AS GATEKEEPERS OR INQUIRE INTO DISABILITY)

On 04.26.22, 5:01pm, plaintiff emails Akamine to provide more information regarding her “need” for a live in aide, and also provides him with federal rules to substantiate “certifying” the live in aide as a reasonable accommodation to accommodate plaintiff’s disabilities.

(refer to Attachment 34 - 04.26.22 5.01pm P EMAIL TO RYAN AKAMINE, ANOTHER REQ FOR LIA RA)

On 04.27.22, 4:33pm, Ryan Akamine emails plaintiff again, **requiring more information as part of his “...request for certification and information...” “...to determine if you only need assistance “to**

provide monitoring and care as needed” or someone else who “shall be living in the unit solely to provide supportive services” ...”

Ryan Akamine writes:

“...Thank you for your email and for *agreeing* that you will assist us **in gathering information regarding your live in aide...**”

“...**you informed** Hawaii Public Housing Authority **staff and others** that your approved live in aide (Ryan Thorson) comes over to see you only when you have a seizure or episode, and that your son travels a lot for his job. In your Friday, April 8, 2022 10:51pm email to Executive Director Ouansafi, you said “In the past, on numerous occasions, Ryan has moved in permanently to give me round the clock care when I am experiencing seizures on a daily basis. In your email Tuesday, April 12, 2022 3:35pm email to me, you said: “Ryan Thorson works varying hours as a project manager” and “Ryan Thorson has a job with varying hours” and “Ryan Thorson is employed with PTC Construction”. **Additionally, Dr. Bradham’s April 12, 2022 letter in support of a live in aide says, “Ryan Thorson is permitted to live in Laurie Thorson’s home to provide monitoring and care as needed.”...**”

“...The photos of your injuries in your Tuesday, **April 12, 2022 (3:49pm) email** to me are very concerning, as your live in aide is supposed to be living in your unit **solely** to provide you necessary support services. The injuries that you shared are either an unusual result where **no live in aide is necessary** or typical of what can result when **you don’t have a proper live in aide**. In light of the above, the HPHA **is seeking clarifying and necessary information** from Dr. Bradham.....”.

“...HPHA does not question that you have a disability; the HPHA is diligently and conscientiously trying to fulfill our fiduciary duty by asking relevant questions **to determine if you only need** assistance “to provide monitoring and care as needed” **or someone else** who “shall be living in the unit solely to provide supportive services” to you...”.

(refer to Attachment 35 - 04.27.22, 4.33pm, EMAIL FROM RYAN AKAMINE TO P, STILL CERTIFYING LIA RA?)

Ryan Akamine has no authority **to determine** if plaintiff needs or doesn’t need a live in aide, nor does he have the authority to inquire into the nature of plaintiff’s disabilities to determine what support services the plaintiff can or cannot receive to accommodate her disabilities.

Federal Register 98-10374, page 23850, HUD confirms that Ryan Akamine has no authority to act as the “gatekeeper”, nor does he have the authority to inquire into the nature or extent of plaintiff's disability.

*(refer to Attachment 26 - FEDERAL REGISTER 98-10374, page 23850
re Ds HAS NO AUTHORITY TO ACT AS GATEKEEPERS OR INQUIRE INTO DISABILITY)*

Because the plaintiff was already living in the rental unit for **16** days (*from April 13 to April 29*) and defendants refused to return their phone calls or respond to their emails, the landlord was left with only two options: **kick the plaintiff out or accept the \$3,273 reduced rent.**

To provoke the defendants into signing the HAP contract so the landlord could receive payment for his rental (*that the plaintiff was already living in for 16 days*), the landlord told the plaintiff he would agree to lower his rent to \$3,273 to accommodate the defendants low comparable, but only **if** plaintiff agreed to appeal the low comparable that caused the plaintiff's payment standard to be reduced. The plaintiff agreed.

On April 29, 2022, 16 days after the rental was inspected on April 13, 2022, and after the plaintiff was already living in the rental unit, the plaintiff and the landlord signed a revised Lease in the amount to \$3,273 (*to accommodate defendant's illegal policy to use low comparables in determining rent reasonableness*). A new RFTA was not submitted.

(refer to Attachment 36 – 04.29.22 REVISED LEASE (submitted after inspection on 04.13.22, and after plaintiff was already living in the rental unit for 16 days)

On May 9, 2022, the landlord signed the HAP contract (which cancelled out plaintiff's “approved exception payment standard” (120% RA), drastically reducing the plaintiff's payment standard from \$4,207 to \$3,273).

Before the HAP contract was signed on May 9, 2025, the facts prove that Ryan Akamine was relentless in his efforts to intentionally interfere with the plaintiff's live in aide. **Ryan Akamine blatantly refused to ‘certify’ the live in aide regardless of evidence received.**

But he's not done yet!

On page 29 of the defendants Motion for Summary Judgement, the defendants write: "...the landlord agreed to lower the month rent to the \$3,273 amount necessary to pass the results of the third rent reasonableness test...".

On page 37 of the defendants Motion for Summary Judgment, the defendants write: "...Thorson confirmed the Landlord's acceptance of this reduced amount by email and through the submission of a revised lease for the Hawaii Kai unit..."

On 03.23.22, the landlord confirmed to the defendants that he was firm on \$4,000 rent.

(refer to Attachment 16 - 03.23.22 LANDLORD REFUSED TO REDUCE RENT - FIRM ON FMR OF \$4,000/MONTH)

Plaintiff has no authority to speak on behalf of the landlord. It is defendants' sole responsibility to obtain written confirmation from the landlord regarding landlord's denial or acceptance to reduce his rent. The plaintiff and landlord do not have a personal relationship, other than a landlord/tenant relationship.)

The voucher belongs to the recipient, not to the landlord; and any adjustments made to the plaintiff's payment standard has a direct effect on the plaintiff, not the landlord. The landlord could find another tenant, but it is very difficult for Section 8 recipients to find rentals and to find landlords who will accept Section 8 vouchers.)

Even though the HAP contract was signed on May 9, 2022, Ryan Akamine is done yet!

Now we're in June 2023.

Defendants **falsely** claim in their Motion for Summary Judgment that it was HUD who was investigating the plaintiff in June 2023.

"...Thorson continues to confuse HPHA's review of her file with HUD's investigation of the claims made in the HUD complaint..."
(REFER TO PAGE 40 OF D's SJ MOTION)

"...evidence in this record suggests that it was not Defendants, but rather the inquiries of an investigator with HUD that caused Thorson's son to begin to be too afraid to continue in his role as Thorson's live-in aide..."
(REFER TO PAGE 40 OF D's SJ MOTION)

"...HUD official investigating Thorson's complaint, stated that it was "considering further action and/or investigation...to determine whether this might be an occurrence of fraud."
(REFER TO PAGE 41 OF D's SJ MOTION)

On 06.06.23, the plaintiff's ex-neighbor sent text messages to the plaintiff and plaintiff's live in aide to notify them that "investigators" told her that the plaintiff and plaintiff's son were going to prison for fraud.

(refer to Attachment 37, TEXT MESSAGES FROM EX-NEIGHBOR WHO INFORMED THE PLAINTIFF AND LIVE IN AIDE THAT INVESTIGATOR(S) SAID THEY WERE GOING TO PRISON FOR FRAUD – THIS "THREAT" IS WHAT CAUSED THE LIVE IN AIDE TO QUIT)

On 06.12.23, plaintiff wrote to FHEO, believing the investigators were from FHEO.

(refer to Attachment 2 - 06.12.23 EMAIL FROM P TO FHEO re INVESTIGATION)

On 06.12.23, HUD / FHEO Branch Chief, Stephanie Rabiner, confirmed to the plaintiff that the investigators were **not from the FHEO, but rather the investigators were from the Hawaii Public Housing Authority**, and who were investigating the plaintiff and live in aide, and made contact with the ex-neighbor, as part of "...HPHA's ongoing investigation, a continuation of its April 2022 inquiry into your **need** for a live in aide and your son's place of residence...".

The HUD/FHEO Branch Chief, Stephanie Rabiner, writes:

"...FHEO is not investigating you for fraud – fraud is outside of our jurisdiction. HUD's Office of Inspector General is responsible for investigating fraud within the Department's programs, and we are unaware of any complaint made to that office about you or your live-in aide..."

"...Please be advised that **HPHA has informed FHEO that HPHA has continued its investigation into your son's residency between 2017 and April 2022. HPHA's ongoing investigation is a continuation of its April 2022** inquiry into your need for a live-in aide and your son's place of residence as your designated live-in aide..."

"...Do note that **HPHA has given FHEO the evidence it has collected during its investigation, including information that HPHA staff obtained from your former neighbor and former landlord...**"

"...Thorson previously submitted images of text messages that she alleged were from a former neighbor...which **appear** to indicate that an **"investigator" contacted the former neighbor as part of an investigation...**"

(refer to Attachment 1 - 06.12.23 EMAIL TO P FROM HUD/FHEO BRANCH CHIEF, STEPHANIE RABINER, re HPHA INVESTIGATION)

There is no disputing now that it was indeed the defendant's investigator who made the threat and informed the ex-neighbor that the plaintiff and live in aide were going to prison for fraud. **It is this "threat" that caused my son to quit as my live in aide.**

It is against the law for any state employee (*including state investigators*) to provide confidential and personal information about the plaintiff's disability and housing accommodations to third parties outside the agency, which includes the "threat" that the recipient of the Section 8 program and her live in aide are going to prison for fraud.

On 06.13.23, FHEO Branch Chief, Stephanie Rabiner, **also** confirmed to the plaintiff that she was unable "...to find anything that refers to a live in aide's primary residence or HUD's definition of a live in aides primary residence...", which seems the basis for the defendants removing plaintiff's live in aide from her home.

(refer to Attachment 38 - 06.13.23 EMAIL FROM FHEO BRANCH CHIEF, STEPHANIE RABINER, re HUD DOES NOT DEFINE LIVE IN AIDE's PRIMARY RESIDENCE)

On 09.18.23, the plaintiff emailed Hakim Ouansafi, the Executive Director of the Hawaii Public Housing Authority, to inform him the live in aide quit because of “threats” made by the investigators.

(refer to Attachment 39 - 09.18.23 EMAIL FROM P TO HAKIM OUANSAFI re NOTICE LIA QUIT DUE TO THREAT MADE BY HIS INVESTIGATORS – THREAT = “GOING TO PRISON FOR FRAUD”)

On 10.04.23, the plaintiff filed this lawsuit.

Plaintiff provides substantial evidence to prove the defendants purposefully and intentionally terminated the plaintiff’s reasonable accommodation to have a live in aide (*required to accommodate plaintiff’s disabilities*), then terminating the plaintiff’s 2-bedroom voucher **after** she made known to the defendants their illegal policies, which we now know is part of the fraud scheme to steal from the Section 8 program.

Defendants had in their possession a voluminous amount of medical evidence to warrant approval, including seven (7) letters from six (6) difference physicians. Federal rules and HUD regulations confirm that ‘disability-related overnight care’ warrants a separate bedroom for a live in aide to sleep in when providing overnight care. The defendants do not determine what support services the plaintiff can or cannot receive, nor are they permitted to inquire into the nature of plaintiff’s disability.

According to FHEO Branch Chief, Stephanie Rabiner (*see quote on previous page*), there is no HUD regulation or federal laws that defines or dictates a live in aide’s “primary residence”. The fact is defendants just made up their “interpretation” of the word “reside” of **24 CFR §5.403** to terminate plaintiff’s live in aide and 2-bedroom voucher.

(refer to Attachment 38 - 06.13.23 EMAIL FROM FHEO BRANCH CHIEF, STEPHANIE RABINER, re HUD DOES NOT DEFINE LIVE IN AIDE’s PRIMARY RESIDENCE)

As confirmed in this Federal Register, the defendants are not the gatekeepers, nor are they authorized to inquire into the plaintiff’s disability.

*(refer to Attachment 26 - FEDERAL REGISTER 98-10374, page 23850
re HPHA HAS NO AUTHORITY TO ACT AS A GATEKEEPERS OR INQUIRE INTO
DISABILITY)*

*(refer to Attachment 20 - HUD PIH GUIDEBOOK pg 13, re ADD'L BEDROOM PERMITTED
TO ALLOW DISABILITY RELATED OVERNIGHT CARE)*

But the defendants are not done. The retaliation continues!

On 01.25.24, plaintiff again requests the defendants not remove the reasonable accommodations that were approved in 2017, and stop imposing illegal policies to restrict her from using her 2-bdrm voucher.

*(refer to Attachment 40 - 01.25.24 EMAIL FROM P TO D re HARASSMENT,
INTERFERENCE, ILLEGAL POLICIES, TERMINATION OF RA, P REQUIRED TO PROVIDE
ANOTHER DR LETTER TO WARRANT APPROVAL OF 120% RA - APPROVED IN 2017)*

On 01.25.24, Lyle Matsuura responded to plaintiff's email dated 01.25.24 and confirmed

"...if you remain in your current unit, **your updated OBR 120% HUD FMR RA payment standard will be applied..**"

(This will prove to be another lie.)

*(refer to Attachment 41- 01.25.24 LETTER FROM LYLE MATSUURA TO P re OBR WILL
BE APPLIED IF P REMAINS IN UNIT)*

Defendants' next form of harassment and interference was to refuse plaintiff's request to remain in her current rental with her "...OBR 120% HUD FMR RA payment standard...", as promised by Lyle Matsuura *(noted above)*. The landlord agreed to accept the plaintiff's 0-bedroom payment standard if he was permitted to reduce the size of his rental unit from a 2-bedroom to a 1-bedroom, by locking a door to separate the downstairs master bedroom *(which had its own entrance)*.

*(refer to Attachment 42 - 02.19.24 LETTER FROM LANDLORD, KELLY MCGILL, TO Ds,
REQUESTING P REMAIN IN UNIT WITH 0-BR VOUCHER +120% RA)*

The defendants refused by now fabricating yet another "interpretation" - of the City's property tax records to prevent the plaintiff from remaining in her current unit.

On 02.28.24, Lyle Matsuura wrote to the landlord to inform him the designation of the owner's property (*according to tax property records*), did not allow the owner to reduce the size of his rental from a 2-bedroom to a 1-bedroom unit so the plaintiff could remain as a tenant using her 0-bedroom voucher. I will prove Lyle Matsuura is lying.

(refer to Attachment 43 - 02.28.24 LETTER TO LANDLORD FROM LYLE MATSUURA)

On 03.05.24, Lyle Matsuura wrote to the landlord and cautioned the landlord from making any changes to his rental that would affect the 2-bedroom designation of the unit (*according to the City's property tax records, per Lyle*). The designation was "residential", but we had no idea what he was talking about, only that Lyle Matsuura would not all the landlord to lock a door to reduce the size of the rental unit so that the plaintiff could remain as a tenant using her 0-bedroom voucher.

(refer to Attachment 44 - 03.05.24 EMAIL BETWEEN LANDLORD AND D re LYLE MATSUURA CAUTIONS LANDLORD TO NOT CHANGE 2-BEDROOM)

On 03.07.24, Lyle Matsuura confirmed to landlord that if plaintiff remained in the rental after April 1, 2024, plaintiff's portion of the rent would be \$756 per month. This was not an option for the plaintiff, since her only income is SSDI (*\$934 per month*). Defendants knew full well the plaintiff does not have money to pay for a live in aide or to pay to stay in her current rental.

(refer to Attachment 45 - 03.07.24 EMAIL FROM LANDLORD, KELLY McGILL, TO D, confirming info and re COMPARABLES)

On 08.04.24, the landlord gave the plaintiff a NOTICE TO VACATE, only after the defendants refused to allow him to reduce the size of his rental unit from a 2-bedroom to a 1-bedroom unit so that the plaintiff could remain as a tenant using her 0-bedroom voucher.

(refer to Attachment 46 - 08.04.24 LETTER FROM LANDLORD TO PLAINTIFF - NOTICE TO VACATE - AFTER Ds REFUSED TO ALLOW HIM TO REDUCE SIZE OF RENTAL)

On 08.09.24, 5:03am, plaintiff provides Ryan Akamine the federal rules to prove she can receive overnight care when needed. Plaintiff writes:

“...so far I’ve been unable to find anyone who can be my live in aide for free, and agree to not have their own separate residence, and agree to not be employed...”.

“...Because I’m being evicted and afraid I will be homeless soon, my son is reconsidering helping me again (*at least until I can find another live in aide*). But first we need you to confirm your policies so we can decide if we can comply...”

(refer to Attachment 47 - 08.09.24, 5:03am, EMAIL FROM P TO RYAN AKAMINE re P CAN'T FIND FREE LIA, D CONFIRMS ILLEGAL POLICIES FOR LIA)

On 08.09.24, 4:47pm, Ryan Akamine confirms his illegal policies re live in aides, which apply only to the plaintiff, and not to all recipients.

(refer to Attachment 48 - 08.09.24, 4:47pm, EMAIL FROM RYAN AKAMINE - LIA RA DENIED, HE CONFIRMS ILLEGAL POLICIES)

Ryan Akamine refused to honor the seven (7) ‘written verification’ letters he received from six (6) physicians. His refusal denied the plaintiff the right to receive overnight care when needed.

(refer to Attachment 49 - 7 LETTERS BY 6 PHYSICIANS – ‘WRITTEN VERIFICATION’ CONFIRMS LIVE IN AIDE TO PROVIDE OVERNIGHT CARE WHEN NEEDED)

On 08.10.24, plaintiff emails Ryan Akamine, requesting

“...policies to support your continued refusal...soon I will be homeless...”

(refer to Attachment 50 - 08.10.24 FROM P TO D re REFUSAL TO APPROVE OVERNIGHT CARE RA – P REQUESTS COPY OF POLICIES TO SUPPORT REFUSAL – INFORMS Ds SHE WILL BE HOMELESS SOON)

On 08.13.24, plaintiff again requests approval to receive overnight care as a reasonable accommodation. **Ryan Akamine refused again.**

(refer to Attachment 51 - 08.13.24 EMAIL FROM P TO D re ANOTHER REQUEST FOR LIA RA)

On 08.15.24, plaintiff writes again to request approval for her to have a live in aide, and informs the defendants she is **unable to find a live in aide for free who would reside in her unit as their primary residence**, and again requested the defendants make an exception to their illegal policies regarding her live in aide. Defendants refused.

(refer to Attachment 52 - 08.15.24 EMAIL FROM P TO D re ANOTHER REQUEST FOR LIA RA, CAN'T FIND FREE LIA)

On 08.29.24, 12:03pm, plaintiff emailed Lyle Matsuura to please allow the landlord to reduce his 2-bedroom unit to a 1-bedroom unit, so plaintiff could remain as a tenant using her 0-BR voucher.

(refer to Attachment 53 - 08.29.24, 12.03pm EMAIL FROM P TO LYLE MATSUURA re FABRICATES CITY RULES re DESIGNATION TO INTERFERE WITH Ps HOUSING

On 08.29.24, 8:40pm, plaintiff again emailed Lyle Matsuura.
(refer to Attachment 54 - 08.29.24, 8.40pm EMAIL TO LYLE MATSUURA FROM P re ANOTHER ILLEGAL POLICY re DESIGNATION OF PROPERTY TAX RECORDS)

On 08.30.24, plaintiff emailed defendants to inform them of information received from Mr. Sam Rowland, City and County of Honolulu, who informed the plaintiff the defendants were incorrect in determining the landlord could not reduce the size of the rental from a 2-bedroom unit to a 1-bedroom unit.

On 08.30.24, the plaintiff wrote to the defendants:

“...Dept. of Commercial and Multi-family Code Enforcement Branch...Mr. Sam Rowland confirmed the **owner of the property is legally allowed to lock a door to reduce the size of his rental from a 2-bedroom unit to a 1-bedroom unit**, especially since my Section 8 voucher was reduced from a 2-bedroom voucher to a 0-bedroom voucher. Mr. Rowland confirmed the **owner is allowed to lock the door to reduce the size of his rental** and to restrict access to other parts of the building (outside the designated 1-bedroom unit)...”

“...Mr. Rowland confirmed that it is nobody’s business what the landlord does with his part of the building I would no longer have access to. As long as the landlord does not add a kitchen or make physical alterations to the physical building itself, **the landlord can do whatever he wants with his property, including locking a door to reduce the size of his rental** and/or to restrict me from having access to other part so of the building...”

“...If you have any questions, Mr. Sam Rowland said you are welcome to contact him directly at 808-768-8152...”

“..Based on the above information, I am requesting that you continue to apply my 0-bedroom voucher to my current rental, but only as a 1-bedroom rental. This will allow me to remain as a tenant. As of today, the door is locked...”

(refer to Attachment 55 - 08.30.24 and 09.04.24 EMAILS FROM P TO D re PER CITY, LANDLORD IS PERMITTED TO LOCK A DOOR TO REDUCE THE SIZE OF RENTAL – 09.04.24 EMAIL IS TO HAKIM OUANSABI)

Defendants refused to allow the landlord to reduce size of his rental so plaintiff could remain as a tenant with 0-bedroom voucher.

On 09.04.24, 10:04am, plaintiff writes to Hakim Ouansafi:
“...please apply my 0-bedroom voucher to my current rental, but only as a 1-bedroom rental. Your written approval is required before the landlord can renege on his notice that I am required to move out by September 30...” **Hakim Ouansafi did not respond.**

On 09.04.24, 11:28am, Lyle Matsuura writes to the plaintiff, assuming on behalf of Hakim Ouansafi:

“...As previously explained, your current unit is designated as a 2-bedroom unit with the City and County of Honolulu and therefore, **your 0-bedroom voucher cannot be applied to your current unit as a 1-bedroom unit...**”

(refer to Attachment 55 - 08.30.24 and 09.04.24 EMAILS FROM P TO D re PER CITY, LANDLORD IS PERMITTED TO LOCK A DOOR TO REDUCE THE SIZE OF RENTAL – 09.04.24 EMAIL FROM PLAINTIFF TO HAKIM OUANSAFI)

On 09.29.24, the landlord, Mr. Kelly McGill, wrote a letter to the District Court Judge Micah Smith, who is assigned to my case. The landlord’s letter confirms the defendants illegal policy to use low comparables “...negatively affects all landlords who participate in the Section 8 program...”. The landlord’s letter to the Judge Micah Smith confirmed the landlord had no other option but to ask the plaintiff to vacate the unit because he could no longer sustain the rental for the reduced rent amount he was receiving from the defendants as a result of defendants illegal policy to use low comparables.

(refer to Attachment 56 - 09.29.24 LETTER FROM LANDLORD KELLY MCGILL TO JUDGE MICAH SMITH)

On 09.30.24, the plaintiff, who is a 65 year old disabled woman, vacated her home and was now homeless, sleeping in her vehicle!

On 10.09.24, the plaintiff submitted another request for a reasonable accommodation to have a live in aide, and provided another letter from another physician, Dr. Kelsey Finn dated 10.09.24.

*(refer to Attachment 57 – 10.09.24 P SUBMITTED ANOTHER RAR FOR LIA RA)
(refer to Attachment 48 - 7 LETTERS BY 6 PHYSICIANS - WRITTEN VERIFICATION
CONFIRMS DISABILITY AND NEED FOR LIA, NOW INCLUDES LETTER FROM DR. KELSEY FINN
DATED 10.09.24)*

On 10.17.24, Ryan Akamine **denied** this request too.

*(refer to Attachment 58 – 10.17.24 LETTER FROM RYAN AKAMINE re DENIED LIA RAR
(p requested on 10.09.24)*

Because the plaintiff was homeless and living in her vehicle, and was now without a live in aide to provide support services, and because the 0-bedroom voucher was due to expire by 10.31.24, the plaintiff was desperate to secure a rental unit so that she was not living in the streets (*which police confirmed to the plaintiff that it is illegal in Hawaii to sleep in your vehicle*). Just days before the voucher was due to expire (*which defendants denied her request for an extension*), the plaintiff found a small studio above a garage, and the landlord accepted her voucher.

The plaintiff and landlord signed a RFTA and Lease and submitted it to the defendants. The rent was \$2,700, plaintiff's payment standard for her 0-bedroom voucher was \$2,800. But before the defendants would approve the rental, defendants asked the landlord to reduce her rent by \$400 which would nullify the plaintiff 120% RA. The landlord refused.

Defendants approved the \$2,700 rent. But now the plaintiff is living in a very small studio with no space for an extra bed even if she is ever to be permitted to have a live in aide - HUD rules confirm a live in aide is not allowed to sleep in the same bed as recipients).

Important to note, this rental has the exact same designation (*per City's property tax records*) as the rental in Hawaii Kai. This proves Lyle Matsuura lied, and was acting outside the scope of their duties when he

determined the owner of the Hawaii Kai rental was not allowed to reduce the size of his rental from 2-bedroom unit to a 1-bedroom unit so that the plaintiff could remain as a tenant with her 0-bedroom voucher.

On 12.05.24, the plaintiff attended a board meeting to inform the board members of her lawsuit and to inform the board members of the retaliation by the defendants. During this board meeting, Attorney Chase Suzumoto (defendants attorney) lied to the board and told them that the plaintiff had 2 restraining orders against her. Immediately after the board meeting, the plaintiff wrote to Attorney Chase Suzumoto and was upset he lied to the board. No response, no apology.

(refer to Attachment 59 – 12.05.24 EMAIL FROM PLAINTIFF TO ATTORNEY CHASE SUZUMOTO – HE LIED TO THE BOARD ABOUT THE PLAINTIFF)

On 12.12.24, plaintiff submits another request for a 2-bedroom voucher for a LIA RA. **Defendants did not respond.**

(refer to Attachment 60 – 12.12.24, P SUBMITS ANOTHER LIA RAR, NO RESPONSE)

The defendants now had seven (7) letters from six (6) different doctors, and tons of evidence to prove past injuries when plaintiff did not have a live in aide, which included proof that plaintiff broke her left arm from a fall during a seizure. Because of that injury, the plaintiff has limited use of her left arm. Now the plaintiff has injured her right arm.

Since being without a live in aide, the plaintiff has made several visits to her doctor and to urgent care, and the plaintiff is now in physical therapy for injuries sustained during seizures and from falling during episodes of amnesia, which are evident during and after seizures.

Plaintiff provides a copy of her evaluation report dated 01.06.25 from the Kailua Physical Therapy Clinic, which proves the plaintiff is now in physical therapy for injuring her right arm. The plaintiff is right-handed and now has limited use of her right arm.

(refer to Attachment 61 – 01.06.25, P PROVIDES PROOF OF INJURIES AND PT)

There is no argument that the plaintiff is disabled. The argument is whether the defendants have the authority to have precedence over the authority of the plaintiff's physicians in determining if and/or when support services the plaintiff can or cannot receive.

According to federal and state rules, the defendants do not have the authority to refuse approving a reasonable accommodation when needed to accommodate my disabilities. In addition to be disabled, I am a 65 year old elderly woman, which also qualifies me to have a live in aide.

According to **HUD PIH Notice 2010-26 (pages 5, 23-25)**, HUD confirms the following:

Page 5, "...PHA...**required to make reasonable adjustments to their rules, policies, practices and procedures** in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the housing unit..."

Page 23, "...Live-in-Aides...A live in aide should **not be required to share a bedroom** with another member of the household (24 CFR 966.4(d)(3) and 982.316, 982.402(b)..."

Page 25, "...It is **unlawful** to fail to provide a reasonable accommodation which denies such a family the opportunity to apply for and obtain a larger unit **if the disability of the family member requires this type of accommodation...**"

(refer to Attachment 62 - HUD PIH NOTICE 2010-26, pages 5, 23-25, LIA NOT REQUIRED TO SHARE A BEDROOM)

According to **HUD PIH Notice 2014-25 (pages 5, 23-25)**, HUD confirms the following:

Page 2, "...a health care provider must document the need for a live in aide (**which would result in the issuance of an additional bedroom size voucher**)..."

Page 3, "...PHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by a family member with a disability..."

"...Occasional, intermittent, multiple or rotating care givers *typically* do not reside in the unit and would not qualify as live-in aides.

Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances...”

HOWEVER...the defendants refuse to read the following:

“...Reasonable Accommodation Issues. A family may always request a reasonable accommodation to program rules, policies, practices, or services, including to the live-in aide policy, to permit program participation by individuals with disabilities. A family’s composition **or circumstances may warrant the provision of an additional bedroom to permit disability-related overnight care and allow the family equal use and enjoyment of the unit...**”

“...no additional bedrooms will be provided for the family members of the live in aide...”

(Note: according to defendants theory, my live in aide would not be permitted to have a family if the live in aide is required to reside 24/7 in the plaintiff’s home as their primary residence, and is not permitted to have a job to care for himself and his family – Ryan Akamine’s thinking is not reasonable.).

(refer to Attachment 63 - HUD PIH NOTICE 2014-25, pages 2, 23-25, LIA)

**III. ILLEGAL POLICIES
FABRICATED AND ENFORCED BY DEFENDANTS**

re: LIVE IN AIDE

Plaintiff does not want her son or any live in aide living in her home unless they are providing support services. Federal rules and HUD Regulations support live in aides **may** reside in recipients home only when providing support services, including overnight care. The defendants were only required to obtain written verification from plaintiff’s physicians.

Defendants’ “authority” does not have precedence over the authority of physicians in determining what support services a recipient can or cannot receive. State employees are only authorized to obtain ‘written verification’ from physicians and are not authorized to act as gatekeepers in determining what support services are necessary.

In this case, the defendants have not met the plaintiff.

Defendants fabricated policies are based on their “interpretation” of the word reside in **24 CFR §5.403** by claiming the word **reside** means a live in aide **must** reside in plaintiff’s home as his “primary residence” for the plaintiff to receive overnight care.

Facts prove defendants are acting outside the scope of their duties by “interpreting” federal rules that HUD themselves have not interpreted.

06.13.23 email, FHEO Branch Manager, Stephanie Rabiner writes:
“...I have looked in our Housing Choice Voucher handbooks (old and new), our regulations, and the PIH notices that refer to live in aides. I cannot find anything that refers to a live in aide’s primary residence of HUD’s definition of a live in aide’s primary residence...”

(refer to Attachment 38 - 06.13.23 EMAIL FROM FHEO BRANCH CHIEF, STEPHANIE RABINER, re HUD DOES NOT DEFINE LIVE IN AIDE'S "PRIMARY RESIDENCE")

Facts prove the defendants are acting outside the scope of their duties by refusing to approve “..an additional bedroom...” “...to permit disability-related overnight care...”

HUD Notice PIH 2009- 22 (HA)

(https://www.hud.gov/sites/documents/DOC_8989.PDF)

"...A family **may** always request a reasonable accommodation to permit program participation by individuals with disabilities. A family’s composition or **circumstances may warrant the provision of an additional bedroom to permit disability-related overnight care** and allow the family equal use and enjoyment of the unit. Such limited exceptions to the established subsidy standards are permitted under 24 CFR Section §982.402(b)(8)..."

Defendants authorize themselves in their policy manual by adding the words “...by the authority...” to **24 CFR §5.403(1), thereby granting themselves authority to** determine the “...care and well being...” for

recipients, determining what support services a live in aide can or cannot provide. (*p 2 rev policy, original policy is dated 08.17.23*).

“(1) Is determined **by the authority** to be essential to the care and well-being of the persons...”

(refer to Attachment 64- 08.17.23 HPHA REASONABLE ACCOMODATION AND MODIFICATION POLICY AND PROCEDURES, rev. 08.17.23 by Ryan Akamine)

The 2019 version of this HPHA policy and procedures manual was **amended as noted above on 08.17.23 to include the words “...by the authority...”**, noting that it was Ryan Akamine who created the 2023 version of this manual, which was signed by Hakim Ouansafi.

(refer to Attachment 65 - 04.18.19 HPHA REASONABLE ACCOMODATION AND MODIFICATION POLICY AND PROCEDURES, 04.18.19, signed by Hakim Ouansafi)

24 CFR §5.403 actually reads:

“...Live-in aide means a person who **resides** with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

(1) Is determined to be essential to the care and well-being of the persons;

(2) Is not obligated for the support of the persons; and

(3) Would not be living in the unit except to provide the necessary supportive services.

It is physicians who determine patient’s “...care and well being...”. It is not reasonable to expect a state employee to determine the “...care and well being...” of a person they have never met.

Defendants alter federal law to grant themselves “authority”, allowing defendants (*state employees*) to act outside the scope of their duties; even going so far as to allow state employees to define federal laws, like the word “reside” in 24 CFR 5.403.

HUD FHEO Branch Chief, Stephanie Rabiner, confirmed HUD does not define a live in aide’s “primary residence”, which proves the Ryan Akamine’s “interpretation” is fabricated.

(refer to Attachment 37 - 06.13.23 EMAIL FROM FHEO BRANCH CHIEF, STEPHANIE RABINER, re HUD DOES NOT DEFINE LIVE IN AIDE'S “PRIMARY RESIDENCE”)

(refer to Attachment 66 - HUD PIH GUIDEBOOK pg 13, re ADD'L BEDROOM PERMITTED TO ALLOW DISABILITY RELATED OVERNIGHT CARE)

a. **DEFENDANTS NOT AUTHORIZED TO ACT AS GATEKEEPERS
DEFENDANTS NOT AUTHORIZED TO INQUIRE INTO THE NATURE
OR EXTENT OF PLAINTIFF'S DISABILITY**

Ryan Akamine does not have the authority to “assess the nature and character of the occupant’s disability” and “may not inquire into the nature or extent of [plaintiff’s] disability”.

Ryan Akamine acted outside the scope of his duties when he purposefully and intentionally acted as the **gatekeeper in falsely claiming his authority (as a state employee) has precedence over the authority of plaintiff’s physicians.**

FEDERAL REGISTER 98-10374, pages 23850

HUD writes:

“...HA does not assess the nature and character of the occupant’s disability in order to match the occupant with requirements for occupancy...or to assure that the occupant will benefit from appropriate supportive services...”

“...An elderly or disabled Section 8 participant chooses whether [where] to live in a group home or in other housing that satisfies the HUD housing quality standards. The **HA may not** bar access to group housing **because the HA believes that the participant can live independently and does not need supportive services.** Conversely, the HA may not bar access to group housing **because the HA believes that the participant needs supportive services** that are not available at the housing...”

“...the HA has no responsibility or authority to act as a gatekeeper who determines whether the assisted family has or lacks the capacity to live independently...”

“...The HA may not inquire into the nature or extent of disability...”

The defendants had a fiduciary duty to accommodate the plaintiff’s disability by approving “disability-related overnight care” as needed so that the plaintiff could keep her 2-bedroom voucher to accommodate sleeping arrangement for her live in aide when providing overnight care.

24 CFR §982.316

Live in Aide

“...PHA **must** approve a live in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8...”

HPHA Administrative Plan 2-II.D. and 7.11.F.

“...PHA will **not** inquire about nature or extent of any disability...”.

HUD Notice PIH 2009-22 (HA)

(https://www.hud.gov/sites/documents/DOC_8989.PDF)

Page 1, para. 3, “...live-in aide is a person who resides with...” and “...would **not** be living in the unit **except** to provide the necessary supportive services...”

Page 2, para. 2, “...A family’s composition or **circumstances may warrant the provision of an additional bedroom to permit disability-related overnight care** and allow the family equal use and enjoyment of the unit...”

According to HUD, the live in aide is permitted to stay overnight only if providing “disability-related overnight care”. This does not say that the live in aide is required to solely reside in the unit and use it as his “primary residence”, and is not allowed to be employed.

HUD document: 4350.3 REV-1

(<https://www.hud.gov/sites/documents/43503c3HSGH.PDF>)

Page 3-9

3-6(E.)(3.)(a.) Live-in aide.

(2) To qualify as a live-in aide:

(a) The owner [PHA] **must verify** the need for the live-in aide.

“...**Verification** that the live-in aide is needed to provide the necessary supportive services essential to the care and well-being of the person **must be obtained from the person’s physician...**”

“...The owner may **verify** whether the live-in aide is necessary **only to the extent necessary to document that applicants or tenants who have requested a live-in aide have a disability-related need for the requested accommodation. This may include verification from the person’s physician...**”

(2)(a) above, “verification” must be “obtained from the person’s physician”, not a state employee. The actions of Ryan Akamine to act as the gatekeeper to determine what support services the plaintiff could or could not receive only proves he acted outside the scope of his duties.

HPHA Admin Rule 3-I.M.

PHA Policy

A family's request for a live-in aide must be made in writing.

"...Written verification will be required from a reliable, knowledgeable professional, such as a doctor..."

The defendants acted outside the scope of their duties by refusing to accept 'written verification', seven (7) letters from six (6) different doctors, who unanimously agree plaintiff is requires a live in aide.

**IV. ILLEGAL POLICIES
FABRICATED AND ENFORCED BY DEFENDANTS**

re: LOW COMPARABLES

On page 5 of defendants Motion for Summary Judgment, the defendants confirm inspector used low comparables, by writing:

"...the affordability test (also known as the rent reasonableness test) the inspector takes the average of 2 high and **1 low** comparables to determine the reasonable rent..."

The defendants admit that the use of low comparables

"...differs from the HUD mandate...", and is not in compliance with HUD Regulations, which is required in 24 CFR §982.54, which reads:

24 CFR §982.54

"...ADMINISTRATIVE PLAN MUST BE IN ACCORDANCE WITH HUD REGULATIONS AND REQUIREMENTS..."

The **HUD** Regulations confirm the legal methodology in gathering comparables in determining rent reasonableness.

**HUD/PIH HOUSING CHOICE VOUCHER PROGRAM GUIDEBOOK,
CHAPTER 3 / RENT REASONABLENESS**

"...Rent Reasonableness

"...3.1.2 Ensure method represents entire market, not only units within the PHA's Payment Standard PHAs need to be careful not to limit their rent reasonableness analysis to only mid-range units or only units in certain more affordable neighborhoods. Voucher families may choose to rent units above the payment standard. As a rule of thumb, the PHA should collect data on units with gross rents at least 20-25 percent above the greater of the payment standard or the FMR, including any HUD approved exception payment standards..."

(refer to Attachment 20 – HUD REGULATIONS re: LEGAL METHODOLOGY

**V. ILLEGAL POLICIES
FABRICATED AND ENFORCED BY DEFENDANTS**

re: LOW COMPARABLES USED AGAINST THE CONTRACT RENT

Defendants illegal policy to use low comparables against the contract rent in all rent reasonableness determinations is confirmed in defendants Section 8 Administration Plan (**8-III.D.**), which methodology in gathering comparables is not in compliance with HUD regulations.

HPHA Admin Plan 8-III.D incorrectly reads:

“...At least three comparable units will be used for each rent determination and of which at least two must have a gross rent that exceeds the subject gross contract rent...”

(refer to Attachment 67 - HPHA ADMIN PLAN 8.III.D - ILLEGAL POLICY, page 3 re LOW COMPARABLES USED AGAINST THE CONTRACT RENT

The defendants policy to use low comparables **against the contract rent** is not in compliance with HUD Regulations, which reads:

**HUD/PIH HOUSING CHOICE VOUCHER PROGRAM GUIDEBOOK,
CHAPTER 3 / RENT REASONABLENESS “Rent Reasonableness”**

“...As a rule of thumb, the PHA should collect data [comparables] on units with gross rents **at least 20-25 percent above the greater of the payment standard or the FMR, including any HUD approved exception payment standards...**”

(refer to Attachment 20 – HUD REGULATIONS re: LEGAL METHODOLOGY IN GATHERING COMPARABLES IN RENT REASONABLENESS TESTS)

According to 24 CFR §982.52, all PHA (Public Housing Authority), including the defendants, Hawaii Public Housing Authority, are required to comply with HUD regulations:

24 CFR §982.52 / HUD REQUIREMENTS

“...(a) The **PHA must comply with HUD regulations and other HUD requirements for the program.** HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices, or other binding program directives...”

According to 24 CFR §982.54, defendants are required to incorporate HUD regulations and requirements into the Admin Plan:

24 CFR §982.54 / ADMINISTRATION PLAN

“...(a) The PHA **must** adopt a written administrative plan that establishes local policies for administration of the program in accordance with HUD requirements...”

“...(b) The administrative plan **must** be in accordance with HUD regulations and requirements...”

“...The PHA **must** revise the administrative plan if needed to comply with HUD requirements...”

“...(c) The PHA **must** administer the program in accordance with the PHA administrative plan...”

“...(d) The PHA administrative plan **must** cover PHA policies on these subjects:

(15) The method of determining that rent to owner is a reasonable rent (initially and during the term of a HAP contract)...”

24 CFR §982.153 / PHA RESPONSIBILITIES

“...The PHA **must** comply with the consolidated ACC, the application, HUD regulations and other requirements, and the PHA administrative plan [*which is required to be in compliance with HUD regulations per 24 CFR §982.52 and 24 CFR §982.54*]...”

Nobody is disputing that the defendants’ illegal policy to use low comparables **against the contract rent** is not in compliance with HUD regulations. In fact, the defendants repeatedly admit it. The defendants had 15 years to ratify the HCV Admin Plan, Rule 8.III.D, to be in compliance with HUD Regulations, but refused. *Why?*

Defendants using the low comparable in the amount of \$1,500 (62.5% below plaintiff’s payment standard) against the contract rent allows the defendants to reduce the payment standard for all the Section 8 vouchers. This increases the amount of federal funds the defendants can steal from the Section 8 Housing Choice Voucher Program.

Defendants don’t dispute using illegal policies, they even admit it; and they don’t even dispute stealing the money, but only imply they are not liable for their actions (*to implement illegal policies to steal federal funds from the Section 8 Housing Choice Voucher Program*).

a. THE FRAUD SCHEME

The fraud scheme implemented by Hakim Ouansafi and his management staff is as follows:

(Plan A) to increase the amount of subsidy HPHA receives from HUD (*currently the HPHA receives 120% of HUD's payment standard for each Section 8 voucher*),

(Plan B) to decrease the amount of subsidy HPHA issues to the landlord (*currently the HPHA is enforcing the illegal policy to use **low** comparables against the **contract rent** in all rent reasonableness determinations, which reduces the contract rent paid to all Section 8 landlords*).

(Plan C) the balance of subsidy not used is stolen. By using comparables **against the contract rent**, this consistently decreases the amount of subsidy paid out on each and every voucher. **This reduces the amount of the contract rent so landlords will never be able to receive the Fair Market Rent for their rentals.** The lower the contract rent, the more subsidy the defendants can steal.

Hawaii is the only state in the country that uses low comparables against the contract rent. Plaintiff's FRAUD CHARTS proves 3 of 5 PHAs in Hawaii are currently stealing from the Section 8 program. Big Island and Maui do not steal, HUD confirms all the vouchers are issued.

*(refer to Attachment A – FRAUD CHART – PHA: H1901 Hawaii Public Housing Authority)
(refer to Attachment B – FRAUD CHART – PHA H1003 City and County of Honolulu)
(refer to Attachment C – FRAUD CHART – PHA: H1005 Kauai County Housing Agency)*

VI. IMMUNITY

DOES NOT APPLY TO DEFENDANTS

Immunity does not apply if the facts prove state employees acted outside the scope of their duties and violated "clearly established" federal rules and HUD regulations, of which a reasonable person would have known their conduct was illegal.

Harlow v. Fitzgerald, 457 U.S. 800, 818 (1982)

"...application of qualified immunity no longer depends upon an official's subjective state of mind, but on whether or not a reasonable person in the official's position would have known their actions were in line with clearly established legal principles..."

The facts prove the defendants purposefully and intentionally defied the federal rules and HUD regulations by enforcing illegal policies. And the actions against plaintiff disqualifies the defendants from claiming immunity.

a. GOVERNMENTAL IMMUNITY

This doctrine provides immunity unless a governmental body gives permission to be sued. Hawaii Public Housing Authority grants permission to be sued in **HRS §356D-4(a)(1)**.

b. QUALIFIED IMMUNITY

This doctrine provides that no government official can be sued unless their actions violate “clearly established” statutory or constitutional rights of which a reasonable person would have known. This applies to discretionary actions performed within their official capacity unless those actions are contrary to established laws.

State employee cannot hide behind “qualified immunity” as justification for violating established laws or violating the rights of others of which a reasonable person would have known was unlawful. Therefore, immunity does not apply to the defendants.

c. ABSOLUTE IMMUNITY

This doctrine provides immunity for government officials, as long as the official is acting **within** the scope of their duties, extending to “...all [state employees and government officials] **but the plainly incompetent or those who knowingly violate the law...**” *Malley v. Briggs*, 475 US 335, 341 (1986). Absolute immunity definitely does not apply.

d. SOVEREIGN IMMUNITY

This doctrine provides immunity to federal, state, and local government, based on the ancient principle that “the king can do no wrong”. However, the government can waive immunity and consent to be sued. According to HRS §356D-4(a)(1), the defendants waive immunity.

e. DEFENDANTS DO NOT QUALIFY FOR IMMUNITY

Qualified immunity does not apply in this case because the actions of the defendants against plaintiff were retaliatory and illegal, acting outside the scope of their duties. Defendants know the illegal policy to use low comparables is of no benefit to the recipients and landlords of the Section 8 program, yet the defendants refused to ratify the illegal policies into compliance with federal rules and HUD regulations. Therefore, defendants do not qualify for immunity.

On page 26 of defendants Motion for Summary Judgment, defendants write:

“...Qualified immunity protects government officials ‘from liability for civil damages insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known.’ ***Pearson v. Callahan*, 555 U.S. 223, 231 (2009) (quoting *Harlow v. Fitzgerald*, 457 U.S. 800, 818 (1982))**. Qualified immunity applies “regardless of whether the government official’s error is **a mistake of law, a mistake of fact, or a mistake based on mixed questions of law and fact.**”.

Defendants did not make a mistake. Their actions were illegal, purposeful, and intentional. Defendants do not qualify for immunity.

VII. CONCLUSION

re: HAKIM OUANSAFI

Hakim Ouansafi was hired in January 2012 (as Executive Director), and Ryan Akamine was hired in January 2022 (as Chief Compliance Officer. Both are responsible for ensuring compliance with federal rules and HUD regulations that govern implementation of the Section 8 Housing Choice Voucher Program.

(refer to Attachment 68 - HAKIM OUANSAFI, EMPLOYMENT CONTRACT AND JOB DESCRIPTION - ATTACHED TO THE 09.15.22 BOARD MEETING AGENDA, PAGES 23-53)

(refer to Attachment 69 – RYAN AKAMINE, CHIEF COMPLIANCE OFFICER JOB DESCRIPTION

On page 25 of the defendants’ Motion for Summary Judgment, defendants write:

“...Thorson cannot establish that he [Hakim Ouansafi] participated in, authorized, or ratified the alleged retaliation...”.

Only **after** the plaintiff disputed the defendants illegal policies, did Hakim Ouansafi instructed his staff to “review” the plaintiff’s file, and then a year later authorized his staff to “investigate” the plaintiff and her live in aide. Hakim Ouansafi deflects any responsibility as the Executive Director now to the Board of Directors and to his subordinate staff. There is no doubt Hakim Ouansafi participated in, authorized, and ratified the retaliation against the plaintiff, or he would have stopped it.

On page 28 of the defendant’s Motion for Summary Judgment, Hakim Ouansafi imputes liability to the Board of Directors, by writing:

“...the HPHA Board of Directors (as a quasi-legislative body), **not Ouansafi**, adopted the HPHA Administrative Plan...Section 8-III.D in Chapter 8 of the HPHA Administrative Plan sets forth HPHA’s “rent reasonableness methodology”...”

On page 29 of the defendant’s Motion for Summary Judgment, defendants again impute liability to the Board of Directors, by writing:

“...It was “objectively legally reasonable” for the HPHA officials to rely upon the “rent reasonableness methodology” set forth in Section 8-III.D in Chapter 8 of the HPHA Administrative Plan, which was duly **adopted by the HPHA Board of Directors on November 17, 2011...**”

The defendants are incorrect in deflecting liability to the board or to subordinate state employees. HRS §356D-1 defines the “authority” and the “board”, and HRS §356D-4 defines the powers of the “authority”:

§356D-1 Definitions.

"Authority" means the Hawaii public housing authority. *(paid employees)*

"Board" means the board of directors of the Hawaii public housing authority. *(board members are not paid employees)*

§356D-4 General powers of the authority.

(a) The **authority** may:

- (1) Sue and be sued;
- (3) Make and execute contracts and other instruments necessary or convenient to the exercise of **its powers**;
- (4) **Adopt bylaws and rules** in accordance with chapter 91 for its organization, internal management, **and to carry into effect its purposes, powers, and programs**;

Hakim Ouansafi (incorrectly) writes in his Declaration:

“...The governing body of HPHA is the Board of Directors as established under Hawaii Revised Statutes 356D-3. The Board is responsible for adopting HPHA’s policies, including administrative rules and the HPHA Administrative Plan (among others)...”

(refer to docket #102-1 – defendants Motion for Summary Judgment)

Hakim Ouansafi has not yet read HRS §356D-4, which reads:

“...(3)Make and execute contracts and other instruments necessary or convenient to the exercise of its powers...”;

“...(4) **Adopt bylaws and rules** in accordance with chapter 91 **for its organization, internal management, and to carry into effect its purposes, powers, and programs...**”

The “authority” (the defendants) is responsible to “...adopt bylaws and rules...and to carry into effect its purposes, powers, and programs...”, as mandated in §356D-4.

24 CFR §982.52 mandates HCV Admin Plan is in compliance with HUD Regulations. Hakim Ouansafi diverts his legal responsibility as the Executive Director to the board members and subordinate state employees by claiming the illegal policies were “...adopted by the HPHA Board of Directors on **November 17, 2011...**”. Hakim Ouansafi was hired in January 2012 and has had 15 years to ratify HCV Admin Plan 8.III-D. into compliance with HUD regulations. This ‘refusal’ proves the fraud scheme to steal federal funds from the Section 8 program, which is a violation of **18 U.S.C. §666** ~ refer to DOJ CRM 1002.

(refer to Attachment 20 – HUD REGULATIONS re: LEGAL METHODOLOGY IN GATHERING COMPARABLES IN RENT REASONABLENESS TESTS)

Hakim Ouansafi admits the illegal policies to use low comparables against the contract rent was in effect since 2011, and he admits the use of low comps “...differs from the [HUD] mandate...” *(confirmed by Hakim Ouansafi in HPHA Annual Plan to HUD re Admin Plan, Rule 8.III.D)*

“...is a local process to determine rent reasonableness that differs from the currently mandated program requirements...”.

(refer to Attachment 70 - HAKIM OUANSAFI ADMITS TO ILLEGAL POLICY TO USE LOW COMPS ‘..THAT DIFFERS FROM HUD MANDATE..’ see pg 147 of HUD ADMIN PLAN)

The plaintiff claims the defendants purposefully and intentionally:

- (1) **retaliated and discriminated** against the plaintiff **after** she disputed defendants illegal policy to use low comparables against the contract rent in all rent reasonable determinations, which caused the plaintiff's payment standard to be reduced (*illegal policies apply to all recipients*);
- (2) **retaliated and discriminated** against the plaintiff **after** she disputed defendants using old payment standard charts and utility allowance charts;
- (3) **retaliated and discriminated** against the plaintiff by intentionally terminating the plaintiff's reasonable accommodation to have a live in aide who is required to provide support services, to accommodate the plaintiff's disabilities (*after defendants approved in 2017, and every year thereafter*);
- (4) **retaliated and discriminated** against the plaintiff by intentionally interfering with the plaintiff's right to receive support services, which includes disability-related overnight care when needed (*according to written verification defendants received - seven (7) letters by six (6) different physicians*);
- (5) **retaliated and discriminated** against the plaintiff by intentionally interfering with plaintiff's right to receive support services (*after defendants received written verification from plaintiff's physicians and evidence proving plaintiff is disabled and requires a live in aide to provide support services to accommodate her disabilities, including overnight care when needed*);
- (6) **retaliated and discriminated** against the plaintiff **again** by reopening an **investigation** into the plaintiff and her live in aide, a year and a half **after** Hakim Ouansafi requested that Ryan Akamine "review" plaintiff's file, in which defendants determined they had the authority to act as gatekeepers to determine what support services the plaintiff could receive and to determine the live in aide's primary residence;
- (7) **retaliated and discriminated** against the plaintiff by "investigators" informing members of the public (*outside the agency*) that plaintiff and her live in aide were going to prison for "fraud" (*apparently for not being in compliance with unknown and undocumented illegal policies*);
- (8) **retaliated and discriminated** against the plaintiff by causing her live in aide to quit **after** defendants threatened he was going to prison for fraud;
- (9) **retaliated and discriminated** against the plaintiff by requiring that in order for the plaintiff to receive support services (*which includes disability-*

related overnight care when needed) to accommodate her disabilities that the plaintiff is required to pay for a live in aide in order to be in compliance with the defendants illegal policies regarding plaintiff's live in aides *(i.e., plaintiff's home must be live in aide's "primary residence", live in aide is not permitted to have a separate residence, live in aide is required to sleep in the plaintiff's home 24/7 - every night of the week; the live in aide is not permitted to be employed). (Note: defendants illegal policies only apply to plaintiff's live in aide and not to all recipients of the Section 8 program)*

(10) **retaliated and discriminated** against plaintiff by requiring plaintiff pay for and care for a live in aide on her SSDI in the amount of \$934 per month *(and food stamps)* in order to receive support services from a live in aide;

(11) **retaliated and discriminated** against the plaintiff by causing her to be homeless at 65 years old;

(12) **retaliated and discriminated** against the plaintiff by refusing to allow plaintiff's landlord to reduce the size of his rental from a 2-bedroom rental 1-bedroom rental, which would have allowed the plaintiff to remain in as a tenant using her 0-bedroom voucher.

(13) **retaliated and retaliated** against the plaintiff by terminating her 2-bedroom voucher and issuing her a 0-bedroom so that she can no longer receive disability-related overnight care, and can no longer provide sleeping arrangements for a live in provide overnight care.

(14) **retaliated and discriminated** against the plaintiff by causing her to incur irreversible physical damages *(caused from falling during seizures and amnesia evident during and after seizures)*;

(15) **retaliated and discriminated** against plaintiff by mandating plaintiff is no longer permitted to receive support services from her son for free;

(16) **retaliated and discriminated** against the plaintiff by defendants repeatedly refusing to approve plaintiff's multiple requests to be approved for a reasonable accommodation to have a live in aide, despite plaintiff providing the defendants *seven (7) letters by six (6) different physicians and a voluminous amount of medical evidence.*; ...and the list goes on!

In closing, plaintiff prays the court will deny the defendant's Motion for Summary Judgment and allow this case to proceed to trial.

Dated: 03.12.25

Respectfully submitted,
/s/ Laurie Thorson
Plaintiff, pro se

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2nd WRITTEN TESTIMONY

by Laurie Thorson

03.20.25 BOARD MEETING

Dear Board of Directors / Hawaii Public Housing Authority:

The attached documents are provided to each of the Board of Directors for review before the board meeting scheduled for 03.20.25.

Please review the attached documents before the board meeting, at which time at the board meeting, you'll have an opportunity to present any concerns or questions you may have for me.

The order of the attached documents should be presented to you in the following order:

1. 2nd Written Testimony
2. email to Plante & Moran (contracted state auditors)
3. Page 55 of 03.20.25 board meeting agenda
4. FRAUD CHART – PHA: H1901 Hawaii Public Housing Authority

Sincerely,

/s/ Laurie Thorson
Lthorson7@gmail.com
808-222-5885



Laurie Thorson <lthorson7@gmail.com>

Audit / Hawaii Public Housing Authority

Laurie Thorson <lthorson7@gmail.com>

Mon, Mar 17, 2025 at 12:50 PM

To: jean.young@plantemoran.com, Ashley.Schade@plantemoran.com

Cc: "Governor Josh B. Green" <Josh.Green@hawaii.gov>, "Jesse Wu HI HUD PIH:" <jesse.wu@hud.gov>, Rick Blangiardi Mayor <mayor@honolulu.gov>, "U.S. Attorney General" <USAHI.PublicAffairs@usdoj.gov>, Ryan Yamane DHS Director <dhs@dhs.hawaii.gov>, les.kondo@hawaii.gov, "AG Anne E. Lopez" <hawaiiag@hawaii.gov>

Dear Plante & Moran auditors (acting on behalf of the State of Hawaii / Hawaii Public Housing Authority):

Please refer to the attached document titled: 03.20.25 board meeting agenda. Refer to page 55. **The figure of \$61,866,933 is incorrect.** This figure is based on the assumption that 100% of the vouchers that HUD actually issued to the HPHA were used. However, my attached FRAUD CHART proves that only approximately 80% of the vouchers the HPHA received from HUD were actually issued to the public. Remember, the vouchers belong to HUD, not to the HPHA, so HUD knows exactly how many vouchers are actually used.

Note: the same false figure that the HPHA reports to you, the HPHA actually reports to HUD (falsely claiming it used all the subsidy it received, only to ensure the HPHA receives the same amount in federal funds the following year - it seems like Hawaii's HUD/PIH Director, Mr. Jesse Wu, might be a participant in this fraud scheme, or I would think he would have the authority to immediately stop this fraud scheme and the diversion/misappropriation of over \$12M per year from the Section 8 Housing Choice Voucher Program.

Based on the false figures that the HPHA provided to you, by falsely claiming it used over 100% of the subsidy it received (based on subsidy for each voucher = 120% payment standard for each voucher), and based on the fact that approximately only 80% of the vouchers were actually issued to the public, **the figure of \$61,866,933 is incorrect.** This proves that approximately \$12.4M was diverted, misappropriated, or stolen from the Section 8 Housing Choice Voucher Program, and also proves that approximately \$1M is stolen each month. I know I am barely scratching the surface of the many fraud schemes being implemented by state employees to steal from the State of Hawaii. I'm sure you would agree that DOGE is desperately needed in Hawaii; but for now, we have you, as state auditors, to examine and ensure the figures are true and accurate (as Hawaii's State Auditor, Les Kondo, is depending on you to do your job effectively and efficiently).

To confirm my HUD figures are correct in my FRAUD CHART, you can reference the HUD link (noted below) to access the actual HUD figures (total vouchers issued/used) regarding the Hawaii Public Housing Authority.

<https://app.powerbigov.us/view?r=eyJrljoiM2Y2OTQ2MTAtODVhNC00YmM2LTlhOWEtZWY4MGU5YWFmZDFmliwidCI6IjYxNTUyNGM1LTlyZTkNGjZC1hODkzLTExODBhNTNmYzdiMiJ9>

I appreciate your diligence in making sure that the figures you receive from the Hawaii Public Housing Authority are true and accurate. Please do not hesitate to contact me if you have any questions or concerns. You're also welcome to ask me any questions at the board meeting, since I plan to attend. God bless!

Sincerely,
Laurie Thorson
Section 8 recipient



03.20.25 HPHA board meeting agenda, page 55 ...

https://files.hawaii.gov/hpha/boardpackets/Public2025/032025_Regular_Meeting.pdf

P.S.: Attached is my FRAUD CHART for the HPHA, but I am also sending you my FRAUD CHARTS for two other PHAs in Hawaii, who have adopted the same fraud scheme as the HPHA, proving that 3 of the 5 PHAs in Hawaii are stealing federal funds. Maui and Big Island PHAs do not steal, and in fact issue 100% of the HUD vouchers, and still have millions in reserves.

On Dec 5, 2024, at 4:42 PM, Laurie Thorson <lthorson7@gmail.com> wrote:

[Quoted text hidden]

3 attachments



FRAUD CHART - PHA H1901 - HPHA - FINAL.pdf
235K



FRAUD CHART - PHA H1003 - City and County of Honolulu.pdf
127K



FRAUD CHART - PHA H1005 - Kauai County Housing Agency.pdf
128K

Hawaii Public Housing Authority

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND BALANCES POSITION

Fiscal Year ended June 30, 2024

	General	Capital Fund	Housing Assistance Vouchers - MTW	Section 8 Contract Administration	Total Governmental Funds
Revenue					
HUD PHA Grants	\$ -	\$ -	\$ 60,543,311	\$ 47,987,105	\$ 108,530,415
PHA Administrative Fees Earned	-	-	6,075,002	1,692,151	7,767,153
State allotted appropriations, net of lapsed funds of \$149,863	13,936,264	24,699,065	-	-	38,635,329
Other revenue	181	-	114,152	485	114,818
Total revenue	13,936,445	24,699,065	66,732,465	49,679,740	155,047,715
Expenditure					
Housing assistance payments	1,014,677	-	61,866,933	47,987,105	110,868,715
Administration	89,357	-	1,763,471	1,197,261	3,050,090
Personnel services	98,176	-	2,843,441	-	2,941,617
Professional services	21,509	-	102,335	53,746	177,590
Tenant services	272	-	57,167	-	57,439
Utilities	1,462	-	39,431	-	40,893
Repairs and maintenance	766	-	20,690	-	21,457
Security	349	-	8,636	-	8,985
Insurance	648	-	17,248	12,448	30,344
Bad debt	-	-	7,508	-	7,508
Other expenses	-	-	441,246	-	441,246
Total expenditure	1,227,216	-	67,168,106	49,250,560	117,645,883
Excess (deficiency) of revenue over (under) expenditure	12,709,228	24,699,065	(435,641)	429,180	37,401,832
Other Financing Uses - Net Transfers	(8,119,505)	(14,106,977)	-	-	(22,226,482)
Net change in fund balances	4,589,723	10,592,088	(435,641)	429,180	15,175,350
Fund Balances - Beginning	4,715,158	62,916,226	7,688,475	4,542,241	79,862,099
Fund Balances - Ending	\$ 9,304,882	\$ 73,508,314	\$ 7,252,833	\$ 4,971,421	\$ 95,037,449

FRAUD CHART ~ PHA: HAWAII PUBLIC HOUSING AUTHORITY

(This 'Fraud Chart' proves fraud, implemented by Hakim Ouansafi, Executive Director, Hawaii Public Housing Authority)

THIS CHART PROVES THAT HAKIM OUANSAFI, THE EXECUTIVE DIRECTOR OF THE HAWAII PUBLIC HOUSING AUTHORITY, STOLE **\$110,922,769** FROM THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM. **AND HE CONTINUES TO STEAL ON AVERAGE \$1M EACH AND EVERY MONTH** (in violation of 18 U.S.C. §666, DOJ CRM 1002).

THIS CHART PROVES THAT HAKIM OUANSAFI LIED TO HUD, LIED TO THE HPHA BOARD OF DIRECTORS IN HIS 'EXECUTIVE DIRECTOR'S REPORT', LIED TO STATE AUDITORS, AND ALTERED THE HPHA FINANCIAL STATEMENTS IN ORDER TO HIDE THE FACT THAT HE IS STEALING FROM THE SECTION 8 PROGRAM. THE FACTS IN THIS CHART PROVE HAKIM OUANSAFI LIED WHEN HE CLAIMED **±100% OF THE S8 SUBSIDY WAS USED TO ISSUE ONLY ±80% OF THE S8 VOUCHERS**. REMEMBER, VOUCHERS BELONG TO HUD, NOT TO HPHA, SO HUD KNOWS EXACTLY HOW MANY VOUCHERS ARE ISSUED TO THE PUBLIC. NOTE: I CREATED THIS CHART, BUT I DID NOT CREATE THE FIGURES, EXTRACTED FROM HUD & HPHA.

HUD (FIGURES PER HUD/PHI BUDGET & RESERVES FOR PHA-HAAM PUBLIC HOUSING AUTHORITY (HPHA) - SECTION 8 VOUCHERS ONLY).....									
MONTH/YEAR	TOTAL VOUCHERS HUD ISSUED TO HPHA	TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF SUBSIDY REPORTED TO TO HIDE FRAUD	TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA	TOTAL MONTHLY BUDGET CLAIMING IT USED ±100% OF SUBSIDY	HPHA (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)		
							TOTAL MONTHLY BUDGET HPHA LIED AGAIN, CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS	TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM	
10.2024	4,341	3,341	76.96%	100.88%	\$4,721,547	\$4,763,203	(EXEC DIR REPT DELETED)	23.04%	
			100.88% of subsidy/budget used to issue only 76.96% of vouchers						
09.2024	4,319	3,377	78.19%	96.51%	\$4,747,360	\$4,581,471	\$5,222,440 / 3,373	21.81%	(\$1,097,441)
			96.51% of budget used to issue only 78.19% of vouchers						
08.2024	4,319	3,377	78.19%	97.92%	\$4,442,962	\$4,673,452	(BOARD MTG CANCELLED)	21.81%	(\$999,218)
			97.92% of budget used to issue only 78.19% of vouchers						
07.31.24	4,319	3,386	78.40%	98.45%	\$4,772,962	\$4,699,060	\$5,162,951 / 3,414	21.60%	(\$1,019,279)
			98.45% of budget used to issue only 78.40% of vouchers						
06.30.24	4,319	3,392	78.54%	100.68%	\$4,772,962	\$4,805,379	\$5,661,703 / 3,442	21.46%	(\$1,014,996)
			100.68% of budget used to issue only 78.54% of vouchers						
06.30.24	HUD ANNUAL PLAN					\$57,039,499	\$61,741,016		(\$1,031,234)
05.31.24	4,319	3,386	79.69%	102.07%	\$4,784,161	\$4,883,142	\$4,865,733 / 3,442	20.31%	
			102.07% of budget used to issue only 79.69% of vouchers						
04.30.24	4,319	3,392	80.04%	104.01%	\$4,772,962	\$4,964,538	\$5,171,175 / 3,457	19.96%	(\$991,766)
			104.01% of budget used to issue only 80.04% of vouchers						
			TOTAL OF THIS PAGE ONLY = \$7,144,855						

HUD (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA/HAAI PUBLIC HOUSING AUTHORITY (HPHA) - SECTION 8 VOUCHERS ONLY)									
MONTH/YEAR	HUD ISSUED TO HPHA	TOTAL VOUCHERS	HUD CONFIRMS S8 VOUCHERS	TOTAL % OF S8 VOUCHERS	TOTAL % OF SUBSIDY	HPHA LIED TO HUD	100% OF SUBSIDY	HUD ACTUALLY PAID TO HPHA	TOTAL MONTHLY BUDGET CLAIMING IT USED ± 100% OF SUBSIDY
03.31.24	4,319	3,395	78.61%	103.51%	\$4,782,859	\$4,950,895		\$4,453,486 / 3,476	21.39%
02.29.24	4,319	3,397	78.65%	102.46%	\$4,782,859	\$4,900,649			
01.31.24	4,319	3,401	78.75%	101.78%	\$4,792,046	\$4,877,559		\$4,987,708 / 3,518	21.25%
12.31.23	4,321	3,521	81.49%	97.38%	\$4,779,483	\$4,654,048		\$4,851,747 / 3,521	18.51%
11.30.23	4,321	3,527	81.62%	98.35%	\$4,779,483	\$4,700,666		\$4,775,679 / 3,515	18.38%
10.31.23	4,311	3,522	81.70%	100.60%	\$4,770,195	\$4,799,029		\$4,708,330 / 3,523	18.30%
09.30.23	4,268	3,514	82.33%	100.17%	\$4,750,418	\$4,758,458		\$4,843,974 / 3,526	17.67%
08.31.23	4,248	3,515	82.74%	100.64%	\$4,724,816	\$4,754,983		\$4,765,532 / 3,528	17.26%
07.31.23	4,248	3,515	82.74%	100.99%	\$4,742,816	\$4,771,388		\$4,403,154 / 3,529	17.26%
TOTAL OF THIS PAGE ONLY = \$8,230,503									

HUD FIGURES PER HUD/PH BUDGET & RESERVES FOR PHA/HAM PUBLIC HOUSING AUTHORITY (HPHA) - SECTION 8 VOUCHERS ONLY									
MONTH/YEAR	HUD ISSUED TO HPHA	TOTAL VOUCHERS	HUD CONFIRMS S8 VOUCHERS	TOTAL % OF SUBSIDY	TOTAL MONTHLY BUDGET 100% OF SUBSIDY	HPHA LIED TO HUD REPORTED TO HUD ACTUALLY	TOTAL MONTHLY BUDGET CLAIMING IT USED ±100% OF SUBSIDY	HPHA LIED TO HUD CLAIMING IT USED 100% OF SUBSIDY	TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM
06.30.23	4,248	3,526	83.00%	97.42%	\$4,724,816		\$4,602,981	\$4,617,309 / 3,527	17.00%
06.30.23	YTD				\$64,969,302				(\$782,506)
05.31.23	4,248	3,521	82.89%	96.97%	\$4,724,816		\$4,581,858	\$4,536,719 / 3,528	17.11%
04.30.23	4,248	3,501	82.42%	95.62%	\$4,724,816		\$4,517,780	\$4,403,682 / 3,514	17.58%
03.31.23	4,240	3,497	82.48%	95.55%	\$4,714,919		\$4,505,074	\$4,659,581 / 3,525	17.52%
02.28.23	4,240	3,498	82.50%	95.60%	\$4,714,919		\$4,507,374	\$4,946,694 / 4,093	17.50%
01.31.23	4,230	3,493	82.58%	95.93%	\$4,705,732		\$4,514,040	\$4,273,230 / 3,468	17.42%
12.31.22	4,229	3,529	83.45%	133.40%	\$4,516,282		\$6,024,659	\$3,630,811 / 3,542	16.55%
11.30.22	4,229	3,524	83.33%	104.85%	\$4,330,802		\$4,540,804	\$4,545,621 / 3,537	16.67%
104.85% of budget used to issue only 83.33% of vouchers									(\$756,952)
TOTAL OF THIS PAGE ONLY = \$6,479,142									

HUD (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA HAAI PUBLIC HOUSING AUTHORITY (HPHA) - SECTION 8 VOUCHERS ONLY)										HPHA (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)		
MONTH/YEAR	TOTAL VOUCHERS HUD ISSUED TO HPHA	TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF SUBSIDY REPORTED TO TO HIDE FRAUD	TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA	TOTAL MONTHLY BUDGET CLAIMING IT USED ±100% OF SUBSIDY	TOTAL MONTHLY BUDGET CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS FROM THE S8 PROGRAM	TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN				
01.31.22	4,201	3,508	83.50%	95.34%	\$4,299,418	\$4,099,244	\$3,824,688 / 3,433	16.50%				
12.31.21	3,854	3,212	83.34%	47.00%	\$7,927,909	\$3,725,851						
11.30.21	3,854	3,219	83.52%	119.07%	\$3,143,499	\$3,743,025						
10.31.21	3,854	3,223	83.63%	119.20%	\$3,144,722	\$3,748,537						
09.30.21	3,854	3,232	83.86%	114.83%	\$3,223,754	\$3,701,784						
08.31.21	3,854	3,229	83.78%	122.44%	\$3,144,722	\$3,850,409						
07.31.21	3,853	3,233	83.91%	120.44%	\$3,143,427	\$3,785,797						
06.30.21	3,853	3,245	84.22%	117.31%	\$3,143,427	\$3,687,684						
06.30.21	YTD				\$42,926,572							
							\$41,019,011					
							TOTAL OF THIS PAGE ONLY = \$4,940,639					

HUD (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAIL PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY).....									
MONTH/YEAR	HUD ISSUED TO HPHA	TOTAL VOUCHERS	TOTAL S8 VOUCHERS	HUD CONFIRMS S8 VOUCHERS	TOTAL % OF S8 VOUCHERS	TOTAL MONTHLY BUDGET		TOTAL MONTHLY BUDGET	TOTAL % OF VOUCHERS NOT ISSUED =
						HPHA USED	HPHA LIED TO HUD		
HPHA (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)									
HPHA LIED AGAIN CLAIMING IT USED 100% OF SUBSIDY TO ISSUE ONLY 80% VOUCHERS FROM THE S8 PROGRAM									
TOTAL MONTHLY BUDGET									
TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM									
05.31.21	3,853	3,235	83.96%	117.44%	\$3,143,427	\$3,691,644	\$3,660,955 / 3,243	16.04%	
04.30.21	3,852	3,231	83.88%	117.33%	\$3,143,356	\$3,688,093	\$3,596,595 / 3,251	16.12%	
03.31.21	3,852	3,227	83.77%	118.84%	\$3,143,356	\$3,735,667	\$3,855,644 / 3,203	16.23%	
02.28.21	3,852	3,205	83.20%	118.54%	\$3,144,470	\$3,727,141	\$3,155,584 / 2,513	16.80%	
01.31.21	3,851	3,044	79.04%	115.49%	\$3,166,772	\$3,657,151	\$2,874,910 / 2,414	20.96%	
12.31.20	3,851	2,416	62.74%	99.17%	\$2,961,739	\$2,937,086	\$2,937,086 / 2,414	37.26%	
11.30.20	3,851	2,417	62.76%	75.57%	\$3,992.348	\$3,016,979	\$3,020,103 / 2,415	37.24%	
10.31.20	3,850	2,414	62.70%	102.67%	\$2,960,516	\$3,039,654		37.30%	
09.30.20	3,850	2,414	62.70%	61.86%	\$4,960,516	\$3,068,734	\$3,068,626 / 2,420	37.30%	
TOTAL OF THIS PAGE ONLY =									\$7,681,961

HUD (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAIL PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)									
MONTH/YEAR	TOTAL HUD ISSUED TO HPHA	TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF SUBSIDY REPORTED TO TO HIDE FRAUD	TOTAL MONTHLY BUDGET 100% OF SUBSIDY PAID TO HPHA	TOTAL MONTHLY BUDGET CLAIMING IT USED ±100% OF SUBSIDY	HPHA (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)		
							HPHA LIED TO HUD	HPHA LIED AGAIN	TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN
12.31.19	3,820	2,408	63.04%	108.64%	\$2,682,012	\$2,913,761	\$2,941,842 / 2,383	36.96%	
			108.64% of budget used to issue only 63.04% of vouchers					(\$1,076,926)	
11.30.19	3,820	2,413	63.17%	109.63%	\$2,682,012	\$2,940,218	\$2,984,679 / 2,479	36.83%	
			109.63% of budget used to issue only 63.17% of vouchers					(\$1,082,882)	
10.31.19	3,820	2,390	62.57%	109.82%	\$2,682,012	\$2,945,298	\$2,952,630 / 2,394	37.43%	
			109.82% of budget used to issue only 62.57% of vouchers					(\$1,102,425)	
09.30.19	3,820	2,379	62.28%	107.92%	\$2,682,012	\$2,894,388	\$2,884,188 / 2,376	37.72%	
			107.92% of budget used to issue only 62.28% of vouchers					(\$1,091,763)	
08.31.19	3,820	2,381	62.33%	105.78%	\$2,682,012	\$2,837,151	\$2,872,504 / 2,370	37.67%	
			105.78% of budget used to issue only 62.33% of vouchers					(\$1,068,754)	
07.31.19	3,820	2,389	62.54%	110.71%	\$2,682,012	\$2,969,266	\$2,966,034 / 2,415	37.46%	
			110.71% of budget used to issue only 62.54% of vouchers					(\$1,112,287)	
06.30.19	3,820	2,405	62.96%	104.14%	\$2,682,012	\$2,792,960	\$2,896,385 / 2,421	37.04%	
			104.14% of budget used to issue only 62.96% of vouchers					(\$1,034,512)	
06.30.19	YTD				\$35,152,564		\$33,396,488		
05.31.19	3,820	2,397	62.75%	106.56%	\$2,682,012	\$2,857,890	\$2,938,981 / 2,452	37.25%	
			106.56% of budget used to issue only 62.75% of vouchers					(\$1,064,564)	
						TOTAL OF THIS PAGE ONLY = \$8,634,113			

HUD (FIGURES PER HUD/PH BUDGET & RESERVES FOR PHA 'HAH PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)									
MONTH/YEAR	TOTAL VOUCHERS HUD ISSUED TO HPHA	TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF S8 VOUCHERS REPORTED TO TO HIDE FRAUD	TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA	TOTAL MONTHLY BUDGET CLAIMING IT USED ±100% OF SUBSIDY	HPHA (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS)		
							TOTAL MONTHLY BUDGET	TOTAL % OF VOUCHERS CLAIMING IT USED 100% OF SUBSIDY	TOTAL % OF VOUCHERS NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM
04.30.19	3,820	2,392	62.62%	105.50%	\$2,682,012	\$2,829,560	\$2,848,385 / 2,434	37.38%	
03.31.19	3,820	2,375	62.17%	104.40%	\$2,682,012	\$2,799,906			
02.28.19	3,820	2,363	61.86%	103.61%	\$2,682,012	\$2,778,792			
01.31.19	3,785	2,351	62.11%	109.96%	\$2,648,969	\$2,912,769			
12.31.18	3,785	2,355	62.22%	94.36%	\$2,805,755	\$2,647,647			
11.30.18	3,785	2,375	62.75%	95.00%	\$2,805,755	\$2,665,572			
10.31.18	3,785	2,335	61.69%	95.07%	\$2,805,755	\$2,667,340			
09.30.18	3,785	2,274	60.08%	91.22%	\$2,805,755	\$2,559,297			
							TOTAL OF THIS PAGE ONLY = \$8,317,106		

HUD (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAL PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)									
MONTH/YEAR	HUD ISSUED TO HPHA	TOTAL VOUCHERS	HUD CONFIRMS S8 VOUCHERS	TOTAL % OF SUBSIDY	HPHA LIED TO HUD	TOTAL MONTHLY BUDGET	100% OF SUBSIDY	HPHA ACTUALLY PAID TO HPHA	TOTAL MONTHLY BUDGET CLAIMING IT USED ±100% OF SUBSIDY
08.31.18	3,785	2,286	60.40%	92.22%		\$2,805,755		\$2,587,505	39.60% =
			92.22% of budget used to issue only 60.40% of vouchers						
07.31.18	3,785	2,298	60.17%	96.44%		\$2,805,755		\$2,705,959	39.83% =
			96.44% of budget used to issue only 60.17% of vouchers						
06.30.18	3,785	2,315	61.16%	87.32%		\$2,830,174		\$2,471,266	38.84% =
			87.32% of budget used to issue only 61.16% of vouchers						
05.31.18	3,785	2,323	61.37%	91.63%		\$2,805,755		\$2,570,811	38.63% =
			91.63% of budget used to issue only 61.37% of vouchers						
04.30.18	3,785	2,319	61.27%	91.79%		\$2,805,755		\$2,575,525	38.73% =
			91.79% of budget used to issue only 61.27% of vouchers						
03.31.18	3,785	2,335	61.69%	92.47%		\$2,805,755		\$2,594,409	38.31% =
			92.47% of budget used to issue only 61.69% of vouchers						
02.28.18	3,785	2,347	62.01%	92.64%		\$2,805,755		\$2,599,270	37.99% =
			92.64% of budget used to issue only 62.01% of vouchers						
01.31.18	3,785	2,348	62.03%	92.99%		\$2,821,513		\$2,623,618	37.97% =
			92.99% of budget used to issue only 62.03% of vouchers						
12.31.17	3,785	2,341	61.85%	110.61%		\$2,365,569		\$2,616,547	38.15% =
			110.61% of budget used to issue only 61.85% of vouchers						
TOTAL OF THIS PAGE ONLY =									\$9,028,656

HUD (FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA "HAAM PUBLIC HOUSING AUTHORITY" (HPHA) - SECTION 8 VOUCHERS ONLY).....									
MONTH/YEAR	HUD ISSUED TO HPHA	TOTAL VOUCHERS	TOTAL S8 VOUCHERS	HUD CONFIRMS S8 VOUCHERS	TOTAL % OF SUBSIDY	TOTAL MONTHLY BUDGET 100% OF SUBSIDY	TOTAL MONTHLY BUDGET 100% OF SUBSIDY	TOTAL MONTHLY BUDGET 100% OF SUBSIDY	TOTAL MONTHLY BUDGET 100% OF SUBSIDY
11.30.17	3,785	2,343	61.90%	110.91%	\$2,365,569	\$2,623,593	38.10% =		
			110.91% of budget used to issue only 61.90% of vouchers						
10.31.17	3,785	2,356	62.25%	106.83%	\$2,454,813	\$2,622,478	37.75% =		
			106.83% of budget used to issue only 62.26% of vouchers						
09.30.17	3,785	2,363	62.43%	110.93%	\$2,365,569	\$2,624,012	37.57% =		
			110.93% of budget used to issue only 62.43% of vouchers						
08.31.17	3,785	2,339	61.80%	107.82%	\$2,410,485	\$2,599,039	38.20% =		
			107.82% of budget used to issue only 61.80% of vouchers						
07.31.17	3,785	2,294	60.61%	110.43%	\$2,410,485	\$2,661,951	39.39% =		
			110.43% of budget used to issue only 60.61% of vouchers						
06.30.17	3,785	2,294	60.61%	101.95%	\$2,410,485	\$2,457,568	39.39% =		
			101.95% of budget used to issue only 60.61% of vouchers						
05.31.17	3,785	2,309	61.00%	103.52%	\$2,410,485	\$2,495,352	39.00% =		
			103.52% of budget used to issue only 61.00% of vouchers						
06.30.17	3,785	2,294	60.61%	101.95%	\$2,410,485	\$2,457,568	39.39% =		
			101.95% of budget used to issue only 60.61% of vouchers						
TOTAL OF THIS PAGE ONLY = \$7,926,047									

HUD (FIGURES PER HUD/PH BUDGET & RESERVES FOR PHA 'HAAM PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY)									
MONTH/YEAR	TOTAL VOUCHERS ISSUED TO HPHA	TOTAL S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF S8 VOUCHERS HUD CONFIRMS HPHA USED	TOTAL % OF SUBSIDY REPORTED TO TO HIDE FRAUD	TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO HPHA	TOTAL MONTHLY BUDGET CLAIMING IT USED ± 100% OF SUBSIDY	TOTAL MONTHLY BUDGET NOT ISSUED = TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM	TOTAL % OF VOUCHERS IT USED 100% OF SUBSIDY TO ISSUE ONLY ±80% VOUCHERS	HPHA (PER HPHA FINANCIAL AUDITS & BOARD MEETINGS) HPHA LIED AGAIN, CLAIMING TOTAL SUBSIDY STOLEN
06.30.17	YTD				\$32,070,826				\$29,658,116
05.31.17	3,785	2,309	61.00%	103.52%	\$2,410,485	\$2,495,352	39.00% =		
04.30.17	3,785	2,313							
03.31.17	3,785	2,298							
02.28.17	3,785	2,287							
01.31.17	3,765	2,256							
12.31.16	3,765	2,269							
11.30.16	3,765	2,299							
TOTAL OF THIS PAGE ONLY = \$6,789,773									

HUD FIGURES PER HUD/PIH BUDGET & RESERVES FOR PHA 'HAAIL PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY).....									
MONTH/YEAR	HUD ISSUED TO HPHA	TOTAL VOUCHERS	TOTAL S8 VOUCHERS	TOTAL % OF SUBSIDY	TOTAL MONTHLY BUDGET	100% OF SUBSIDY	HUD ACTUALLY PAID TO HPHA	TOTAL MONTHLY BUDGET CLAIMING IT USED	TOTAL % OF VOUCHERS NOT ISSUED =
10.31.16	3,765	2,261	60.05%	107.77%	\$2,216,742	\$2,389,011	39.95% =		
09.30.16	3,765	2,252	59.81%	107.99%	\$2,216,742	\$2,393,815	40.19% =		
08.31.16	3,708	2,250	60.68%	109.19%	\$2,171,826	\$2,371,478	39.32% =		
07.31.16	3,708	2,244	60.52%	108.74%	\$2,194,712	\$2,386,543	39.48% =		
06.30.16	3,708	2,229	60.11%	107.16%	\$2,194,712	\$2,351,782	39.89% =		
06.30.16	YTD				\$29,964,655		\$27,701,265		
05.31.16	3,708	2,219	59.84%	106.74%	\$2,194,712	\$2,342,657	40.16% =		
04.30.16	3,708	2,215	59.74%	105.99%	\$2,194,712	\$2,326,072	40.26% =		
03.31.16	3,708	2,213	59.68%	104.26%	\$2,194,712	\$2,288,099	40.32% =		
TOTAL OF THIS PAGE ONLY = \$7,529,128									

HUD (FIGURES PER HUD/PH BUDGET & RESERVES FOR PHA 'HAH PUBLIC HOUSING AUTHORITY' (HPHA) - SECTION 8 VOUCHERS ONLY).....									
MONTH/YEAR	TOTAL VOUCHERS		TOTAL % OF SUBSIDY		TOTAL MONTHLY BUDGET		TOTAL % OF VOUCHERS		TOTAL MONTHLY BUDGET
	HUD ISSUED TO HPHA	HPHA USED	HUD CONFIRMS	HPHA USED	100% OF SUBSIDY	HPHA ACTUALLY PAID TO HPHA	HPHA LIED TO HUD	HPHA LIED TO HUD	
05.31.15	3,678	2,073	56.36%	101.83%	\$2,119,059	\$2,157,804			
			101.83% of budget used to issue only 56.36% of vouchers						
04.30.15	3,678	2,027	55.11%	98.60%	\$2,119,059	\$2,089,317			
			98.60% of budget used to issue only 55.11% of vouchers						
03.31.15	3,678	1,956	53.18%	94.52%	\$2,119,059	\$2,002,958			
			94.52 of budget used to issue only 53.18% of vouchers						
02.28.15	3,678	1,940	52.75%	93.18%	\$2,119,059	\$1,974,470			
			93.18% of budget used to issue only 52.75% of vouchers						
01.31.15	3,678	1,933	52.56%	94.68%	\$2,119,059	\$2,006,408			
			94.68% of budget used to issue only 52.56% of vouchers						
TOTAL OF THIS PAGE ONLY = \$4,702,119									
GRAND TOTAL OF ALL PAGES = \$110,922,769									

THIS WEBSITE PROVIDES DETAILED INFORMATION AND VARIOUS DOCUMENTS TO PROVE FRAUD, BRIBERY, RETALIATION, AND OTHER CLAIMS.
<https://GovernmentCorruptionInHawaii.wordpress.com>

HAKIM OUANSAFI, THE EXECUTIVE DIRECTOR OF THE HAWAII PUBLIC HOUSING AUTHORITY LIED WHEN HE CLAIMED HE USED 100% OF THE SUBSIDY HE RECEIVED FROM HUD TO ISSUE ONLY +80% OF THE \$8 VOUCHERS HE RECEIVED FROM HUD. I ONLY FOUND OUT ABOUT THIS FRAUD SCHEME AFTER THE HPHA APPLIED THE ILLEGAL POLICY TO USE A LOW COMPARABLE IN THE RENT REASONABLENESS DETERMINATION TO REDUCE MY PAYMENT STANDARD AND THE CONTRACT RENT, WHICH I NOW KNOW IS PART OF THE FRAUD SCHEME THAT ALLOWS HAKIM OUANSAFI TO REDUCE THE AMOUNT OF SUBSIDY HE PAYS TO THE SECTION 8 LANDLORDS (HAP). THE SUBSIDY NOT USED IS STOLEN.

PART B, NOTED BELOW, IS THE ILLEGAL POLICY HAKIM OUANSAFI FABRICATED AND ENFORCED AGAINST MY VOUCHER, AND AGAINST EACH AND EVERY SECTION 8 VOUCHER, BUT FOR THE PURPOSE OF INCREASING THE AMOUNT OF SUBSIDY HE CAN STEAL FROM THE SECTION 8 PROGRAM

THE FRAUD SCHEME

THE HIGHER THE SUBSIDY, AND THE LOWER THE CONTRACT RENT = INCREASES THE AMOUNT OF SUBSIDY (AKA: 'SURPLUS GRANT FUNDS') THAT IS STOLEN BY HAKIM OUANSAFI

FRAUD SCHEME:

PART A – HPHA MAXIMIZES THE AMOUNT OF SUBSIDY IT RECEIVES FROM HUD, WHICH IS CURRENTLY EQUAL TO 120% OF THE HUD FMR/PAYMENT STANDARD.

PART B – HPHA MINIMIZES THE AMOUNT OF SUBSIDY IT PAYS TO THE LANDLORDS (VIA HAP CONTRACTS) BY ENFORCING ILLEGAL POLICIES, WHICH INCLUDES, THE ILLEGAL POLICY TO USE LOW COMPARABLES AGAINST THE CONTRACT RENT IN ALL RENT REASONABLENESS DETERMINATIONS. THIS REDUCES THE CONTRACT RENT FOR ALL SECTION 8 VOUCHERS AND INCREASES THE AMOUNT OF SUBSIDY HAKIM OUANSAFI STEALS FROM THE SECTION 8 PROGRAM.

PART C – HPHA STEALS THE SUBSIDY NOT USED, AS THIS CHART PROVES.
HAKIM OUANSAFI LIED TO HUD, LIED TO THE HPHA BOARD OF DIRECTORS, LIED TO THE STATE AUDITORS, AND ALTERED THE HPHA FINANCIAL STATEMENTS IN ORDER TO HIDE HIS FRAUD SCHEME, AND TO HIDE THE SUBSIDY HE IS STEALING FROM ALL THE RECIPIENTS AND LANDLORDS OF THE SECTION 8 PROGRAM.

JESSE WU, HUD/PIH DIRECTOR OF HAWAII, CONFIRMED THE ILLEGAL POLICY TO USE LOW COMPARABLES IS NOT IN COMPLIANCE WITH HUD REGULATIONS. HAKIM OUANSAFI REFUSES TO COMPLY.

NOTE: THE HUD DASHBOARD CONFIRMS THE FRAUD SCHEME HAS BEEN ADOPTED BY 3 OF THE 5 PHAs IN HAWAII:

- * **Hawaii Public Housing Authority (H1901) – used 100.83% subsidy to issue 78.32% vouchers (3,341 out of 4,341)**
- * **City and County of Honolulu (H1003) – used 100.79% subsidy to issue 81.63% vouchers (3,955 out of 4,906)**
- * **Kauai County Housing Agency (H1005) – used 102.16% subsidy to issue 73.76% (852 out of 1,178)**
- * **County of Hawaii (H1002) – used 111.80% subsidy to issue 99% (2,029 out of 2,130)**
- * **County of Maui (H1004) – used 104.02% subsidy to issue 99.67% (1,551 out of 1,543)**

THE FOLLOWING IS A PARTIAL LIST OF RESOURCES USED TO EXTRACT HUD AND HPHA FIGURES TO CREATE THE 'FRAUD CHART':

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

- S8 HAP FIGURES
- S8 SUBSIDY FIGURES
- S8 VOUCHER FIGURES

HUD FIGURES (extracted from):

- HUD 5-year Plan
- HUD Annual Plan
- HUD Monthly Plan

(found in HUD websites – to access HUD's "HCV DATA DASHBOARD", go to <https://www.hud.gov/hcv>)

(found in HPHA websites – to access HPHA's PLANS, go to <https://hpha.hawaii.gov/plans-reports>)

(found in board meeting agendas (Executive Director's Report) – to access HPHA's "BOARD MEETING AGENDA/MINUTES", go to <https://hpha.hawaii.gov/meeting-packets>)

HPHA FIGURES (extracted from):

- HPHA Financial Statements

(found in the HPHA websites – to access "HPHA AUDITS", go to <https://hpha.hawaii.gov/plans-reports#auditors-reports>)

(found in board meeting agendas)

- State Auditor's Financial Statements

(found in state auditor's websites – to access "STATE AUDITS", go to <https://auditor.hawaii.gov/financial-audits/>)

(found in board meeting agendas – to access HPHA's "BOARD MEETING MINUTES", go to <https://hpha.hawaii.gov/meeting-packets>)

- Executive Director's Report

(found in board meeting agendas – to access HPHA's "EXECUTIVE DIRECTOR'S REPORT", go to <https://hpha.hawaii.gov/meeting-packets>)

(note: effective December 2024, the Executive Director's Report no longer provides the Section 8 figures it use to provide, but thank God I saved all the past HPHA board meeting agendas to prove Hakim Ouansafi was providing false figures to hide he was stealing funds from the S8 program)

You can verify my figures and/or create your own 'Fraud Chart' by using the above noted links, or go to the HUD website noted below, which is the Section 8 Housing Choice Voucher Program "dashboard" that provides actual data for all PHAs in the country.

https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard

Click on "this link" at the end of the 2nd paragraph. This will take you to the "dashboard", which is 14 pages long. On the 2nd page, click on "Hawaii", then click on "H1901 Hawaii Public Housing Authority". HUD provides an on-line tutorial and guidebook on how to use this "dashboard". If I can figure it out, you can too.

THE 'DASHBOARD' PROVIDES THE HUD FIGURES I USED IN THE FRAUD CHART, WHICH PROVES THE HPHA LIED TO HUD, LIED TO HPHA BOARD OF DIRECTORS, LIED IN HPHA FINANCIAL STATEMENTS, LIED TO STATE AUDITORS, AND LIED TO THE HAWAII COMMUNITY, BY FALSELY REPORTING IT USED ±100% OF THE SUBSIDY IT RECEIVED FROM HUD TO ISSUE ONLY ±80% OF THE VOUCHERS IT RECEIVED FROM HUD. REMEMBER, THE VOUCHERS BELONG TO HUD, SO HUD KNOWS EXACTLY HOW MANY VOUCHERS WERE ISSUED TO THE HPHA, AND EXACTLY HOW MANY VOUCHERS THE HPHA ISSUED TO THE COMMUNITY.

FRAUD CHART ~ PHA: CITY AND COUNTY OF HONOLULU

(This 'Fraud Chart' proves fraud, implemented by Anton Krucky, Executive Director, City and County of Honolulu)

THIS CHART PROVES ANTON KRUCKY, THE EXECUTIVE DIRECTOR OF THE PHA CITY AND COUNTY OF HONOLULU, STOLE **\$10,942,886** IN 2024 FROM THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM. THE HUD 'DASHBOARD' PROVES THAT THE FRAUD SCHEME GOES AS FAR BACK AS JANUARY 2015 (10 YEARS), SO IT IS ESTIMATED THAT APPROXIMATELY **\$109,428,860** IN FEDERAL FUNDS HAS BEEN STOLEN FROM THE SECTION 8 PROGRAM, WHICH IS A CRIME ACCORDING TO 18 U.S.C. §666 (REFER TO DOJ CRM 1002).

THIS CHART PROVES ANTON KRUCKY LIED WHEN HE REPORTED TO HUD THAT **±100% OF THE S8 SUBSIDY HE RECEIVED FROM HUD WAS USED TO ISSUE ONLY ±80% OF THE S8 VOUCHERS**. THE FALSE FIGURES WERE REPORTED BY ANTON KRUCKY TO HUD, TO THE STATE AUDITORS, AND TO ALL CITY OFFICIALS, BUT FOR THE PURPOSE OF HIDING THE FRAUD SCHEME TO STEAL FEDERAL FUNDS FROM THE SECTION 8 PROGRAM. EVEN THOUGH I CREATED THIS CHART, I DID NOT CREATE THE FIGURES, WHICH FIGURES COME DIRECTLY FROM HUD. REFER TO HUD'S 'DASHBOARD' - INSTRUCTIONS CAN BE FOUND ON MY WEBSITE: <https://GovernmentCorruptionInHawaii.wordpress.com>

HUD (FIGURES PER HUD/PH BUDGET & RESERVES FOR PHA CITY AND COUNTY OF HONOLULU - SECTION 8 VOUCHERS ONLY)									
MONTH/YEAR	TOTAL VOUCHERS HUD ISSUED TO PHA	TOTAL S8 VOUCHERS HUD CONFIRMS PHA USED	TOTAL % OF S8 VOUCHERS HUD CONFIRMS PHA USED	TOTAL % OF SUBSIDY REPORTED TO TO HIDE FRAUD	TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO PHA	TOTAL MONTHLY BUDGET CLAIMING IT USED ±100% OF SUBSIDY	PHA (PER PHA FINANCIAL AUDITS & BOARD MEETINGS)		
							TOTAL % OF VOUCHERS NOT ISSUED =	TOTAL % OF VOUCHERS NOT ISSUED =	TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM
10.2024	4,906	3,955	81.63%	98.89%	\$5,937,974	\$5,872,088	(I HAVE NOT YET	18.37%	
			98.89% of budget/subsidy used to issue only 81.63% of vouchers				SEARCHED FOR THIS		(\$1,078,702)
09.2024	4,906	3,953	80.57%	99.02%	\$5,937,974	\$5,879,974	PHAs PUBLIC RECORDS	19.43%	
			99.02% of budget used to issue only 80.57% of vouchers				OR FINANCIAL STATEMENTS		(\$1,142,478)
08.2024	4,906	4,009	81.72%	100.60%	\$5,937,974	\$5,973,678	BUT WILL SOON.	18.28%	
			100.60% of budget used to issue only 81.72% of vouchers				Question: WHO ELSE DID		(\$1,091,988)
07.2024	4,906	4,029	82.12%	103.31%	\$5,937,974	\$6,134,573	ANTON KRUCKY LIE TO?	17.88%	
			103.31% of budget used to issue only 82.12% of vouchers						(\$1,096,861)
06.2024	4,906	3,973	80.98%	99.54%	\$5,937,974	\$5,910,692		19.02%	
			99.54% of budget used to issue only 80.98% of vouchers						(\$1,124,213)

PHA (PER PHA FINANCIAL AUDITS & BOARD MEETINGS)									
TOTAL MONTHLY BUDGET									
TOTAL % OF VOUCHERS									
PHA LIED AGAIN, CLAIMING									
IT USED 100% OF SUBSIDY									
TOTAL SUBSIDY STOLEN									
TO ISSUE ONLY 40% VOUCHERS FROM THE S8 PROGRAM									
18.51%									
(\$1,111,044)									
17.98%									
(\$1,090,865)									
18.18%									
(\$1,092,781)									
17.67%									
(\$1,062,547)									
17.41%									
(\$1,051,407)									
GRAND TOTAL OF SUBSIDY STOLEN IN ONLY ONE YEAR / 2024 = (\$10,942,886)									

HUD (FIGURES PER HUD/PH BUDGET & RESERVES FOR PHA CITY AND COUNTY OF HONOLULU - SECTION 8 VOUCHERS ONLY)									
TOTAL MONTHLY BUDGET									
TOTAL % OF SUBSIDY									
100% OF SUBSIDY									
PHA LIED TO HUD									
CLAIMING IT USED									
±100% OF SUBSIDY									
PAID TO PHA									
\$6,002,404									
100.86% of budget used to issue only 81.49% of vouchers									
\$6,067,103									
101.99% of budget used to issue only 82.02% of vouchers									
\$6,010,897									
101.05% of budget used to issue only 81.82% of vouchers									
\$6,013,287									
101.09% of budget used to issue only 82.33% of vouchers									
\$6,039,099									
101.52% of budget used to issue only 82.59% of vouchers									
GRAND TOTAL OF SUBSIDY STOLEN IN ONLY ONE YEAR / 2024 = (\$10,942,886)									

The following proves that the PHA has been stealing federal funds from the Section 8 program as far back as January 2015, which is as far back as HUD's "dashboard" provides actual data/figures. It is estimated that in the last 10 years, approximately a total of \$109,428,860 has been stolen from the Section 8 program.

01.31.15	3,678	1,933	52.56%	\$2,119,059	\$2,006,408	47.44% =
			94.68% of budget used to issue only 52.56% of vouchers			
			(\$1,005,281)			

You can verify my figures and/or create your own 'Fraud Chart' (for years 2015-2023) by using the HUD "dashboard" that provides actual data for all PHAs in the country. https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard

Note: there are 3 (of 5) PHAs in Hawaii who are committing fraud: HPHA, City, and Kauai (see my website).

FACT: ANTON KRUCKY IS COMMITTING FRAUD BY FALSELY REPORTING TO HUD THAT HE USED ±100% OF THE SUBSIDY HE RECEIVED FROM HUD TO ISSUE ONLY ±80% OF THE VOUCHERS HE RECEIVED FROM HUD. REMEMBER, THE VOUCHERS BELONG TO HUD, SO HUD KNOWS EXACTLY HOW MANY VOUCHERS WERE ISSUED TO THE PHA, AND EXACTLY HOW MANY VOUCHERS THE PHA USED (ISSUED TO THE COMMUNITY).

Federal funds are ALSO stolen from other Section 8 programs. Example: VASH (veteran vouchers) - only 34 of 100 were issued to the public (34%), balance of funds are stolen.

(This 'Fraud Chart' proves fraud, implemented by Adam Roversi, Executive Director, Kauai County Housing Agency)

THIS CHART PROVES ADAM ROVERSI REPORTED TO HUD THAT **±100% OF THE S8 SUBSIDY HE RECEIVED FROM HUD WAS USED TO ISSUE ONLY ±80% OF THE S8 VOUCHERS**. THE FALSE FIGURES WERE REPORTED BY ADAM ROVERSI TO HUD, TO THE STATE AUDITORS, AND TO ALL CITY OFFICIALS, BUT FOR THE PURPOSE OF HIDING THE FRAUD SCHEME TO STEAL FEDERAL FUNDS FROM THE SECTION 8 PROGRAM. EVEN THOUGH I CREATED THIS CHART, I DID NOT CREATE THE FIGURES, WHICH FIGURES COME DIRECTLY FROM HUD. REFER TO HUD'S 'DASHBOARD' - INSTRUCTIONS CAN BE FOUND ON MY WEBSITE:

[illegible]

10.2024	1,178	852	72.33%	101.98%	\$1,005,680	\$1,025,575	(I HAVE NOT YET	27.67%
			101.98% of budget/subsidy used to issue only 72.33% of vouchers SEARCHED FOR THIS					(\$283,776)
09.2024	1,178	854	72.50%	101.99%	\$1,005,680	\$1,025,700	PHAs PUBLIC RECORDS	27.50%
			101.99% of budget used to issue only 72.50% of vouchers					OR FINANCIAL STATEMENTS (\$282,067)
08.2024	1,178	862	73.17%	102.13%	\$1,005,680	\$1,027,104	BUT WILL SOON.	26.83%
			102.13% of budget used to issue only 73.17% of vouchers					Question: WHO ELSE DID (\$275,572)
07.2024	1,178	872	74.02%	102.01%	\$1,005,680	\$1,025,918	ANTON KRUCKY LIE TO?)	25.98%
			102.01% of budget used to issue only 74.02% of vouchers					(\$266,533)
06.2024	1,178	882	74.87%	104.01%	\$1,005,680	\$1,046,029		25.13%
			104.01% of budget used to issue only 74.87% of vouchers					(\$262,867)

HUD (FIGURES PER HUD/PH BUDGET & RESERVES FOR PHA CITY AND COUNTY OF HONOLULU - SECTION 8 VOUCHERS ONLY)									
MONTH/YEAR	TOTAL VOUCHERS HUD ISSUED TO PHA	TOTAL S8 VOUCHERS HUD CONFIRMS PHA USED	TOTAL % OF S8 VOUCHERS HUD CONFIRMS PHA USED	TOTAL % OF S8 VOUCHERS PHA LIED TO HUD REPORTED TO TO HIDE FRAUD	TOTAL MONTHLY BUDGET 100% OF SUBSIDY HUD ACTUALLY PAID TO PHA	TOTAL MONTHLY BUDGET CLAIMING IT USED ±100% OF SUBSIDY	PHA (PER PHA FINANCIAL AUDITS & BOARD MEETINGS)		
							TOTAL MONTHLY BUDGET	TOTAL % OF VOUCHERS NOT ISSUED =	TOTAL SUBSIDY STOLEN FROM THE S8 PROGRAM
05.2024	1,178	883	74.96%	103.83%	\$1,008,045	\$1,046,614		25.04%	
			103.83% of budget used to issue only 74.96% of vouchers						
04.2024	1,178	881	74.79%	103.59%	\$1,005,680	\$1,041,743		25.21%	(\$262,072)
			103.59% of budget used to issue only 74.79% of vouchers						
03.2024	1,178	878	74.53%	102.84%	\$1,005,680	\$1,034,242		25.47%	(\$262,623)
			102.84% of budget used to issue only 74.53% of vouchers						
02.2024	1,178	866	73.51%	100.78%	\$1,005,680	\$1,013,548		26.49%	(\$263,421)
			100.78% of budget used to issue only 73.51% of vouchers						
01.2024	1,178	859	72.92%	98.46%	\$1,013,574	\$997,925		27.08%	(\$268,488)
			98.46% of budget used to issue only 72.92% of vouchers						
GRAND TOTAL OF SUBSIDY STOLEN IN ONLY ONE YEAR / 2024 =							(\$2,697,658)		

The following proves that the PHA has been stealing federal funds from the Section 8 program as far back as January 2015, which is as far back as HUD's "dashboard" provides actual data/figures. It is estimated that in the last 10 years, approximately a total of **\$26,976,580** has been stolen from the Section 8 program.

01.31.15	1,345	595	44.24%	99.30%	\$474,809	\$471,489	55.76% =	(\$262,902)
99.30% of budget used to issue only 44.24% of vouchers								

You can verify my figures and/or create your own 'Fraud Chart' (for years 2015-2023) by using the HUD "dashboard" that provides actual data for all PHAs in the country.
https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/dashboard

Note: there are 3 (of 5) PHAs in Hawaii who are committing fraud: HPHA, City, and Kauai (see my website).

FACT: ADAM ROVERSI IS COMMITTING FRAUD BY FALSELY REPORTING TO HUD THAT HE USED ±100% OF THE SUBSIDY HE RECEIVED FROM HUD TO ISSUE ONLY ±73% OF THE VOUCHERS HE RECEIVED FROM HUD. REMEMBER, THE VOUCHERS BELONG TO HUD, SO HUD KNOWS EXACTLY HOW MANY VOUCHERS WERE ISSUED TO THE PHA, AND EXACTLY HOW MANY VOUCHERS THE PHA USED (ISSUED TO THE COMMUNITY).

Federal funds are ALSO stolen from other Section 8 programs. Example: VASH (veteran vouchers) - only 22 of 28 were issued to veterans (78.57%), balance of funds are stolen.

3rd WRITTEN TESTIMONY

by Laurie Thorson

03.20.25 BOARD MEETING

Dear Board of Directors / Hawaii Public Housing Authority:

The attached documents are provided to each of the Board of Directors for review before the board meeting scheduled for 03.20.25.

Please review the attached documents before the board meeting, at which time at the board meeting, you'll have an opportunity to present any concerns or questions you may have for me.

The order of the attached documents should be presented to you in the following order:

1. 3rd Written Testimony
2. **Hawaii Revised Statute §356D-3**

Board of Directors consists of **11** board members, **one of which is a “person who is directly assisted by the authority under the federal low-rent public housing or federal section 8 tenant-based housing assistance payments program”**

Currently there are only **10** board members, of which **3 do not meet the qualifications required to be board members:**

Joseph Campos – who was a HPHA employee, and therefore caselaw proves this is a conflict of interest for this person to be a board member

Bob Hall – does not represent the City and County of Honolulu, and is not, nor has he ever been, an employee of the City and County of Honolulu

Todd Taniguchi - represents “at-large”, of which there is no specification or requirement for such a designation. This person is not a recipient of any program.

3. **Hawaii Revised Statute §356D-6**

Request the board order the “resident advisory board” “compile a list of no less than three but no more than five individuals”, and present this list to the governor within ten (10) days from today’s board meeting “for the governor’s consideration for appointment to the board”

4. **Hawaii Revised Statute §356D-4**

General Powers of the “Authority”

(4) The “authority” may “adopt bylaws and rules...to carry into effect its purposes, powers, and programs”

This statute confirms that **Hakim Ouansafi was incorrect** when he determined in writing in his Declaration (attached to his Motion for Summary Judgment) that the board of directors is responsible for adopting the illegal policy to use low comparables against the contract rent in determining rent reasonableness for all Section 8 vouchers, which according to Hakim Ouansafi this illegal policy was adopted in 2011.

Hakim Ouansafi was hired in January 2012. **Hakim Ouansafi had over 13 years to ratify Admin Rule 8.III-D into compliance with HUD Regulations, which is required according to 24 CFR §982.52, 24 CFR §982.54, and 24 CFR §982.153** (which are quoted on page 37 of the ‘PLAINTIFF’s OPPOSITION TO D’s MOTION FOR SUMMARY JUDGMENT’.

5. **Hawaii Revised Statute §356D-1**

Defines “**Authority**” (as referenced in above statutes) is the **Hawaii Public Housing Authority**.

a. **re 24 CFR §5.403(1) ILLEGALLY ALTERED**

refer to page 33 of PLAINTIFF’S OPPOSITION TO D’s MOTION FOR SUMMARY JUDGMENT

LEGAL WORDING – per 24 CFR §5.403(1), reads :

“Is determined to be essential to the care and well-being of the persons”

ILLEGAL WORDING – per Hakim Ouansafi and Ryan Akamine,

altered 24 CFR §5.403 by adding the words “by the authority”:

“Is determined **BY THE AUTHORITY** to be essential to the care and well-being of the persons”

Please refer to page 33 of P’s OPPOSITION TO D’s MOTION FOR SUMMARY JUDGMENT, which proves that the “authority” (defined in HRS §356D-1 as being the Hawaii Public Housing Authority) is only required to obtain “written verification” from a physician, and not required to act as “gatekeepers” in determining the care and well-being of recipients, of whom they have never met. I have never formally met Ryan Akamine or Hakim Ouansafi, so it is illegal that would be allowed to grant themselves “authority” to have precedence over my physicians in determining what support services I can receive from my live in aide.

6. **Hawaii Revised Statute 356D-2**

This statute states that “...no salary shall exceed the governor’s salary...”. To by-pass HRS 356D-2, Hakim Ouansafi obtained SB 3120.

a. **re Senate Bill 3120**

This statute confirms that Hakim Ouansafi purposefully and intentionally obtained **SB 3120** but for the sole purpose of authorizing himself “authority” over Hawaii Revised Statute 356D-W, and “authority” over the Board of Directors.

SB 3120 “authorizes” Hakim Ouansafi to hire his own management staff and to pay his staff a salary that “exceeds the governor’s salary”.

SB 3120 clarifies that the employment of certain positions and the adjustment of salaries are authorized by the Executive Director **and not the Board of Directors**. Deletes the wage ceiling requirement for positions in the Hawaii Public Housing Authority.

https://www.capitol.hawaii.gov/sessions/session2024/bills/SB3120_SD1_.HTM

According to the Hawaii Revised Statutes, the Board of Directors are required to “supervise” Hakim Ouansafi, the Executive Director of the Hawaii Public Housing Authority. I am requesting that the board members comply with HRS 356D-3(a) which reads “...The authority shall be headed by the board...”, which caselaw defines as providing “supervising” oversight. Failure to provide supervision opens up the board of directors to being sued if proven they are acting outside the scope of their duties (i.e., being bribed by payment, being related to HPHA management staff, being an ex- or current employee...)

This information is being provided to the court because there seems to be a conflict in the responsibilities and duties of the Executive Director, Hakim Ouansafi. He has demonstrated a wavering position on his “authority”, and so hopefully this document will clear up that Hakim Ouansafi is very aware of what he is doing, by negating responsibility and imposing liability to the board members, then in the next breath he over stretches his authority by purposefully and intentionally by-passing the board of directors and by-passing the Hawaii Revised Statutes.

Hakim Ouansafi has repeatedly proven he is not able to manage and supervise himself and his management staff into compliance with federal rules, HUD Regulations, and the Hawaii Revised Statutes. Therefore, I am once again **requesting that Hakim Ouansafi be terminated** as the Executive Director of the Hawaii Public Housing Authority. Remember, HRS 356D-3(c) confirms that “...six [6] members shall constitute a quorum...”.

Next month I will be presenting factual HUD information to prove that the reason Hakim Ouansafi is (1) currently \$800M behind in repairing state-owned projects – he admits to \$700M, (2) currently 1/3 of all units are vacant and uninhabitable, and (3) HUD inspection scores for all state owned projects have decreased proving that no state owned project improved in its dilapidated condition. This information I will provide to the board of directors will prove that **since Hakim Ouansafi was hired in January 2015, he is stealing that money too. And I can prove it.**

Sincerely,

/s/ Laurie Thorson
Lthorson7@gmail.com
808-222-5885

§356D-3 Board; establishment, functions, duties. (a)

There is created a board of directors consisting of eleven members, of whom nine shall be public members appointed by the governor as provided in section 26-34. Public members shall be appointed from each of the counties of Honolulu, Hawaii, Maui, and Kauai. At least one public member shall be a person who is directly assisted by the authority under the federal low-rent public housing or federal section 8 tenant-based housing assistance payments program while serving on the board. One public member shall be an advocate for low-income or homeless persons. One public member shall be a person with a disability or an advocate for persons with disabilities. The public members of the board shall serve four-year staggered terms; provided that the initial appointments shall be as follows: four members shall be appointed for four years; three members shall be appointed for three years; and two members shall be appointed for two years. The director of human services, or a designated representative, and a representative of the governor's office, shall be ex officio[,] voting members. The authority shall be headed by the board.

(b) The board of directors shall select a chairperson and vice-chairperson from among its members. The director of human services and the governor's representative shall be ineligible to serve as chairperson of the board.

(c) Six members shall constitute a quorum, whose affirmative vote shall be necessary for all actions by the authority. The members shall receive no compensation for services, but shall be entitled to necessary expenses, including travel expenses, incurred in the performance of their duties. [L 2006, c 180, pt of §2; am L 2007, c 249, §34; am L 2010, c 48, §2]

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§356D-6 Nomination of resident board member. (a) If a vacancy occurs for the resident member seat on the board, the resident advisory board shall compile a list of no less than three but no more than five individuals for the governor's consideration for appointment to the board; provided the nominees to the board shall be:

(1) Participants who are directly assisted by the authority under the federal public housing or section 8 tenant-based programs and who need not be members of the resident advisory board;

(2) At least eighteen years of age; and

(3) Authorized members of the assisted household.

(b) Any individual satisfying the requirements of subsection (a) may also submit that individual's name for the governor's consideration for appointment to the board of directors. [L 2006, c 180, pt of §2; am L 2012, c 19, §2]

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§356D-4 General powers of the authority. (a) The authority may:

- (1) Sue and be sued;
- (2) Have a seal and alter the same at pleasure;
- (3) Make and execute contracts and other instruments necessary or convenient to the exercise of its powers;
- (4) Adopt bylaws and rules in accordance with chapter 91 for its organization, internal management, and to carry into effect its purposes, powers, and programs;
- (5) Sell, lease, rent, hold, maintain, use, and operate any property, real, personal, or mixed, tangible or intangible, in support of its purposes, powers, and programs; provided that the sale of real property shall be subject to legislative approval;
- (6) Receive by gift, grant, devise, bequest, or otherwise from any source, any property, real, personal, or mixed, intangible or tangible, absolutely or in trust, to be used and disposed of, either the principal or the income thereof, for the benefit only of the residents assisted by its programs; provided that no gift to the authority that has an estimated value of \$1,000 or more shall be accepted unless approved or confirmed by the board; and
- (7) Engage the services of volunteers as deemed appropriate by the authority without regard to chapter 76, 89, 90, 103, or 103D.

(b) In addition to other powers conferred upon it, the authority may do all things necessary and convenient to carry out the powers expressly provided in this chapter. [L 2006, c 180, pt of §2; am L 2013, c 148, §1]

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PART I. GENERAL POWERS

§356D-1 Definitions. The following terms, wherever used or referred to in this chapter shall have the following respective meanings, unless a different meaning clearly appears from the context:

"Authority" means the Hawaii public housing authority.

"Board" means the board of directors of the Hawaii public housing authority.

"Bonds" means any bonds, interim certificates, notes, debentures, participation certificates, pass-through certificates, mortgage-backed obligations, or other evidences of indebtedness of the authority issued pursuant to this chapter.

"Community facilities" includes real and personal property; buildings, equipment, lands, and grounds for recreational or social assemblies, and for educational, health, or welfare purposes; and necessary or convenient utilities, when designed primarily for the benefit and use of the authority or the occupants of the dwelling units.

"Contract" means any agreement of the authority with an obligee or a trustee for the obligee, whether contained in a resolution, trust indenture, mortgage, lease, bond, or other instrument.

"Dwelling", "dwelling unit", or "unit" means any structure or room, for sale, lease, or rent, that provides shelter.

"Elder" or "elderly" means a person who is a resident of the State and has attained the age of sixty-two years.

"Elder or elderly households" means households in which at least one member is sixty-two years of age, the spouse or partner has attained eighteen years of age, and the remaining members have attained the age of fifty-five years at the time of application to the project.

"Elder or elderly housing" means:

- (1) A housing project intended for and occupied by elder or elderly households; or
- (2) Housing provided under any state or federal program that the Secretary of the United States Department of Housing and Urban Development determines is

specifically designed and operated to assist elder or elderly persons, or if the Secretary makes a determination, the project may also be occupied by persons with disabilities who have reached eighteen years of age.

"Executive director" means the executive director of the Hawaii public housing authority.

"Federal government" includes the United States and any agency or instrumentality, corporate or otherwise, of the United States.

"Government" or "government agency" includes the State and the United States and any political subdivision, agency, or instrumentality, corporate or otherwise, of either of them.

"Household member" means a person who:

- (1) Is a co-applicant; or
- (2) Will reside in the dwelling unit leased or rented from the authority.

"Land" or "property" includes vacant land or land with site improvements whether partially or entirely finished in accordance with governmental subdivision standards, or with complete dwellings.

"Live-in aide" means a person who:

- (1) Is eighteen years of age or older;
- (2) Is living in the unit solely to assist the elder or elderly person in daily living activities including bathing, meal preparation and delivery, medicinal care, transportation, and physical activities;
- (3) Is not legally obligated to support the elder or elderly person; and
- (4) Is ~~verified~~ by the authority as meeting these requirements.

"Mortgage holder" includes the United States Department of Housing and Urban Development, Federal Housing Administration, the United States Department of Agriculture, or other federal or state agency engaged in housing activity, United States Department of Veterans Affairs, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, private mortgage lender, private mortgage insurer, and their successors, grantees, and assigns.

*Live in Aides
are not* →

*Illegal -
does not
comply
with
24 CFR
§ 5.403(1)*

"Mortgage lender" means any bank, trust company, savings bank, national banking association, savings and loan association, building and loan association, mortgage banker, credit union, insurance company, or any other financial institution, or a holding company for any of the foregoing, that:

- (1) Is authorized to do business in the State;
- (2) Customarily provides service or otherwise aids in the financing of mortgages on single-family or multifamily residential property; and
- (3) Is a financial institution whose accounts are federally insured or is an institution that is an approved mortgagee for the Federal Housing Administration, an approved lender for the United States Department of Veterans Affairs or the United States Department of Agriculture, or an approved mortgage loan servicer for the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

"Nonprofit organization" means a corporation, association, or other duly chartered entity that is registered with the State and has received a written determination from the Internal Revenue Service that it is exempt under either section 501(c)(3), section 501(c)(4), or so much of section 501(c)(2) as applies to title holding corporations that turn over their income to organizations that are exempt under either section 501(c)(3) or 501(c)(4), of the Internal Revenue Code of 1986, as amended.

"Obligee of the authority" or **"obligee"** includes any bondholder, trustee or trustees for any bondholders, any lessor demising property to the authority used in connection with a housing project, or any assignee or assignees of the lessor's interest or any part thereof, and the United States, when it is a party to any contract with the authority.

"Public housing project" or **"complex"** means a housing project directly controlled, owned, developed, or managed by the authority pursuant to any federally assisted housing as defined in title 24 Code of Federal Regulations section 5.100, but does not include state low-income housing projects as defined in section 356D-51.

"Real property" includes lands, land under water, structures, and any and all easements, franchises, and incorporeal

hereditaments and every estate and right therein, legal and equitable, including terms for years and liens by way of judgment, mortgage, or otherwise.

"Tenant" means any person occupying a dwelling unit or living quarters in any public housing project, under or by virtue of any tenancy lease or rental agreement under or from the authority.

"Trustee" means a national or state bank or trust company located within or outside the State that enters into a trust indenture.

"Trust indenture" means an agreement by and between the authority and the trustee, that sets forth the duties of the trustee with respect to the bonds, the security therefor, and other provisions as deemed necessary or convenient by the authority to secure the bonds. [L 2006, c 180, pt of §2; am L 2007, c 193, §3; am L 2013, c 149, §1; am L 2022, c 251, §2]

Note

Definition of "'public housing project', 'housing project', or 'complex'" changed to "'public housing project' or 'complex'". L 2022, c 251, §2.

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§356D-2 Hawaii public housing authority; establishment, staff. (a) There is established the Hawaii public housing authority to be placed within the department of human services for administrative purposes only. The authority shall be a public body and a body corporate and politic.

(b) The authority shall employ, exempt from chapter 76 and section 26-35(a)(4), an executive director, an executive assistant, a chief financial management advisor, a property management branch chief, a chief planner, and a redevelopment officer, whose salaries shall be set by the board established under section 356D-3; provided that no salary shall exceed the governor's salary. The authority may employ, subject to chapter 76, technical experts and officers, agents, and employees, permanent or temporary, as required. The authority may also employ officers, agents, and employees; prescribe their duties and qualifications; and fix their salaries, not subject to chapter 76, when in the determination of the authority, the services to be performed are unique and essential to the execution of the functions of the authority; provided that if the authority hires an officer, agent, or employee in a capacity not subject to chapter 76, the authority shall include in an annual report to the legislature, to be submitted not later than twenty days prior to the convening of each regular session, the position descriptions and reasons for hiring the personnel in a civil service exempt capacity. The authority may call upon the attorney general for legal services as it may require. The authority may delegate to one or more of its agents or employees the powers and duties it deems proper. [L 2006, c 180, pt of §2; am L 2013, c 152, §1]

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VERBAL TESTIMONY
by Laurie Thorson

03.20.25 BOARD MEETING

THREE WRITTEN TESTIMONIES BY LAURIE THORSON WERE
PROVIDED TO ALL THE BOARD MEMBERS BEFORE THE
03.20.25 BOARD MEETING

THE FOLLOWING IS A BRIEF SUMMARY OF THE WRITTEN
TESTIMONIES:

Re: Written Testimony #1

I provided each of the board members a copy of my Opposition to the Motion for Summary Judgment filed by the attorneys.

If you did not receive a copy of my Opposition, you can access this document at my website:

<https://GovernmentCorruptionInHawaii.wordpress.com>

Re: Written Testimony #2

I provided each of the board members a copy of my email to the auditors, Plante & Moran, who were hired by Hawaii's state auditor to audit the Hawaii Public Housing Authority.

I notified Plante & Moran that the figure noted in their financial statement is incorrect (refer to page 55 of the agenda for this board meeting).

Chief Financial Officer, Bennett Liu, provided the state auditors with this false figure of \$61M, claiming that over 100% of the subsidy received was issued, but this is a lie because there is no

way 100% of the federal funds it received could be used and to issue only 80% of the vouchers.

My FRAUD CHARTS (which are also on my website) proves that state employees of the Hawaii Public Housing Authority, Hakim Ouansafi, Ryan Akamine, Bennett Liu, and Lyle Matsuura stole over \$110M, and state employees continue to steal approximately \$2.5M each and every month.

My FRAUD CHARTS also proves that 3 of the 5 PHAs in Hawaii are currently stealing from the Section 8 program. Big Island and Maui do not steal, in fact they issue 100% of the Section 8 vouchers they receive from HUD.

Written Testimony #3

I provided each of the board members with copies of the Hawaii Revised Statutes to prove the board is currently not in compliance, which **statutes confirm there are to be 11 board members, not 10; and that one must be a recipient of the Section 8 program.**

In addition,

Joseph Campos should be disqualified as a board member since he used to be an employee of the Hawaii Public Housing Authority, noting that the laws require no employee (past or present) is permitted to serve on the board.

Robert Hall should also be disqualified as a board member since he is not, nor has he ever been, an employee of the City and County of Honolulu, noting his designation is not clear nor justified.

Todd Taniguchi should also be disqualified as a board member since there is no such thing as a board member representing “at-large”, whatever that means, noting his designation is not clear nor justified.

In addition,

HRS 356D-4(4) confirms that it is **not** the board who adopts policy and administrative rules (as Hakim Ouansafi claims in his Declaration he filed with his Motion for Summary Judgment) but rather it is Hakim Ouansafi, the Executive Director, who is solely responsible for implementing the illegal policies, which he admits to enforcing and admits to knowing about this 2011 illegal policy since he was hired in January 2012. **Hakim Ouansafi has had over 13 years to ratify this illegal policy into compliance with federal rules and HUD Regulations, but Hakim Ouansafi refused to because he has used this illegal policy to his advantage to steal millions from the Section 8 program.**

This illegal policy is of no benefit to the recipients and landlords of the Section 8 program, but rather only serves to benefit Hakim Ouansafi and all who benefit from the “steal”.

Again, I am requesting the Board of Directors terminate Hakim Ouansafi as the Executive Director of the Hawaii Public Housing Authority. According to HRS 356D-3(c), it only takes 6 board members to constitute a quorum, so I am requesting the board vote on terminating Hakim Ouansafi today.

If the board refuses to terminate Hakim Ouansafi, then it can only be construed as being complicit in the illegal fraud scheme to steal millions from the Section 8 program.



FOR ACTION

MOTION: To **(1)** Approve the Update of the Predevelopment Loan Agreement ("Loan Agreement"), Predevelopment Loan Assignment of Project Documents ("Assignment"), and Non-Negotiable Phase-Related Predevelopment Loan Promissory Note ("Note") Between the Hawaii Public Housing Authority ("HPHA" or the "Lender") And Kuhio Park 2, LLC ("Borrower"), Which Covered Up To Fifty Percent (50%) Of Predevelopment Costs for Phase I Incurred By Borrower, to Reflect KPLR Phase 1, LP as the Updated Borrower ("Updated Borrower") Pursuant to the Transfer Agreement Approved on March 20, 2025; and **(2)** Authorize the Executive Director, in Consultation With the Hawaii Public Housing Authority's Attorneys, to Extend the Loan Agreement and Note to a Maturity Date of the Latter of (a) The Closing; or (b) August 1, 2025

(The Board may go into Executive Session pursuant to Hawaii Revised Statutes sections 92-4 and 92-5(a)(3) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities related to this this agenda item and to consider personnel matter and matters affecting privacy.)

I. FACTS

- A. In May 2011, the HPHA and The Michaels Organization (TMO) entered into a Master Development Agreement ("MDA") covering the redevelopment of certain real property in the City and County of Honolulu, State of Hawaii owned by HPHA and more commonly known as the Kuhio Park Terrace and Kuhio Homes property ("Kuhio Park Master Project").
- B. The Original MDA was later Amended and Restated on July 8, 2020 ("Restated MDA") to cover redevelopment of the parcels that currently contains approximately 174 dwelling units in multiple low-rise buildings and an adjacent parcel that currently contains a community center and baseball field ("Project"). The Project is intended to be financed and constructed in 2 or more phases (each a "Phase").
- C. Pursuant to the Restated MDA, Michaels, with the cooperation and support of HPHA, has undertaken substantial predevelopment activities, including site investigation, planning, design, permitting, 201H

exemptions, financing, tax credits and approvals, for the redevelopment of the Property and Project.

- D. The HPHA and Borrower entered into the Loan Agreement, Assignment, and Note, all dated May 14, 2024, as amended by those certain Amended and Restated Loan Agreement, Assignment, and Note all dated May 16, 2024. The current Maturity Date under the Loan Agreement and Note is April 30, 2025.
- E. The Lender lent to the Borrower a total principal loan amount of Three Million Four Hundred Seventy-Five Thousand and No/100 U.S. Dollars (\$3,475,000) (the “Predevelopment Loan”).
- F. Pursuant to an Agreement Regarding Transfer and Assignment of Master Development Agreement dated March 31, 2025 (the “Assignment”), the HPHA, the Borrower and The Michaels Development Company I, L.P., a New Jersey limited partnership (the “TMO” and together with the Borrower, “Michaels”) mutually agreed to transfer the redevelopment of the Project from Michaels to an affiliate of Highridge Costa Development Company, LLC, Kuhio Park 1, LLC, a Hawaii limited liability company (“HCDC”);

II. DISCUSSION


- A. HCDC has requested to update the Loan Agreement, Assignment, and Note to show HCDC as the Borrower consistent with the Transfer Agreement which was approved by the HPHA Board of Directors on March 20, 2025.
- B. Based on the current Agreement, the Loan Agreement and Note will expire on April 30, 2025 (“the Maturity Date”).
- C. HCDC has also requested an extension of the Maturity Date of both the Loan Agreement and Note until the latter of (1) Closing; or (2) August 1, 2025 to secure all necessary financing to consummate the financial closing of the Project.

III. RECOMMENDATION

That the Board of Directors: **(1)** Approve the Update of the Predevelopment Loan Agreement (“Loan Agreement”), Predevelopment Loan Assignment of Project Documents (“Assignment”), and Non-Negotiable Phase-Related Predevelopment Loan Promissory Note (“Note”) Between the Hawaii Public Housing Authority (“HPHA” or the “Lender”) And Kuhio Park 2, LLC (“Borrower”), Which Covered

Up To Fifty Percent (50%) Of Predevelopment Costs for Phase I Incurred By Borrower, to Reflect KPLR Phase 1, LP as the Updated Borrower ("Updated Borrower") Pursuant to the Transfer Agreement Approved on March 20, 2025; and **(2)** Authorize the Executive Director, in Consultation With the Hawaii Public Housing Authority's Attorneys, to Extend the Loan Agreement and Note to a Maturity Date of the Latter of (a) The Closing; or (b) August 1, 2025 .

Attachment A: Second Amendment to Phase-Related Predevelopment Loan Agreement for Kuhio Park Terrace Low-Rise – Phase 1
Attachment B: Second Amendment to Phase-Related Predevelopment Loan Assignment for Kuhio Park Terrace Low-Rise – Phase 1
Attachment C: Second Amendment to Non-Negotiable Phase-Related Predevelopment Loan Promissory Note for Kuhio Park Terrace Low-Rise – Phase 1

Prepared by: Andrew Tang, Housing Development Specialist 

Approved by the Board of Directors
on the date set forth above
[☒] As Presented [☐] As Amended



Robert J. Hall, Chairperson

**SECOND AMENDMENT TO
PHASE-RELATED PREDEVELOPMENT LOAN AGREEMENT FOR
KUHIO PARK TERRACE LOW-RISE - PHASE 1**

This SECOND AMENDMENT TO PHASE-RELATED PREDEVELOPMENT LOAN AGREEMENT for Kuhio Park Terrace Low Rise - Phase 1 (the “**Second Amendment**”) is made as of _____, 2025 (the “**Effective Date**”) by and between the **HAWAII PUBLIC HOUSING AUTHORITY**, a public body, corporate and politic, organized under the laws of the State of Hawaii (together with any successor in interest (the “**Authority**” or the “**Lender**”), **KUHIO PARK 2, LLC**, a Hawaii limited liability company (the “**Original Borrower**”), **KPLR PHASE 1, LP**, a Hawaii limited partnership (“**KPLR LP**” or “**Replacement Borrower**”), and HCDC Kuhio Park 1, LLC, a Hawaii limited liability company (“**HCDC**”).

RECITALS

WHEREAS, the Authority and the Original Borrower entered into a Predevelopment Loan Agreement dated May 14, 2024 to cover up to fifty percent (50%) of predevelopment costs incurred by the Original Borrower to third parties not affiliated with the Original Borrower or Lender and related to the redevelopment of Kuhio Park Terrace Low-Rise Phase 1 (the “**Project**”), as amended by that certain Amended and Restated Phase-Related Predevelopment Loan Agreement dated May 16, 2024 (collectively, the “**Original Loan Agreement**”);

WHEREAS, the Lender has lent to the Original Borrower a total principal loan amount of Three Million Four Hundred Seventy-Five Thousand Dollars and No/100 U.S. Dollars (\$3,475,000.00) (the “**Predevelopment Loan**”);

WHEREAS, pursuant to an Agreement Regarding Transfer and Assignment of Master Development Agreement dated _____, 2025 (the “**Assignment**”), the Authority, the Original Borrower, HCDC, and The Michaels Development Company I, L.P., a New Jersey limited partnership (“**TMO**” and together with the Original Borrower, “**Michaels**”) mutually agreed to transfer the redevelopment of the Project from Michaels to HCDC ;

WHEREAS, pursuant to the Assignment, HCDC assumed all of the Original Borrower’s and TMO’s rights, interests, covenants, and obligations under that certain Amended and Restated Master Development Agreement between TMO and the Authority dated as of July 8, 2020 (the “**MDA**”), including the rights and obligations under the Original Loan Agreement, as amended hereby, and TMO and the Original Borrower were released from their respective obligations under the MDA;

WHEREAS, KPLR LP, an affiliate of HCDC, shall hereafter serve as the replacement borrower under the Predevelopment Loan and as the project owner of the Project, and the Original Borrower shall be released from its obligations as borrower under the Predevelopment Loan, except as hereinafter provided; and

WHEREAS, in advance of the April 30, 2025 Maturity Date, HCDC has requested another extension of the Maturity Date until August 1, 2025 in order to secure all necessary financing to consummate the financial closing of the Project, and the Lender has agreed to provide the requested additional extension;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Defined Terms**. Capitalized terms used in this Second Amendment and not otherwise defined shall have the meaning set forth in the Original Loan Agreement.
3. **Name of Borrower**. The “Borrower” under the Predevelopment Loan is hereby amended to refer to KPLR Phase 1, LP, a Hawaii limited partnership, and Kuhio Park 2, LLC is removed as “Borrower” under the Predevelopment Loan. The Original Borrower is hereby released from all obligations under the Original Loan Agreement.
4. **Extension of Maturity Date**. Section 2.08 of the Original Loan Agreement is hereby amended to extend the Maturity Date to the earlier of (a) the Closing, or (b) August 1, 2025.
5. **Effect of Retransfer**. In the event of a Retransfer (as that term is defined in the Assignment), (a) the Predevelopment Loan shall be amended to automatically replace the Replacement Borrower with Kuhio Park 2, LLC as “Borrower” under the Predevelopment Loan as if the Transfer (as such term is defined in the Assignment) did not occur, (b) the Original Borrower shall automatically reassume all obligations of the Borrower under the Original Loan Agreement, as amended by this Second Amendment, as if the Transfer did not occur, and (c) the Replacement Borrower and HCDC shall automatically be released from all payment or other obligations under the Predevelopment Loan, except for any liabilities or damages caused by Replacement Borrower’s and/or HCDC’s improper or negligent actions or willful misconduct while the Replacement Borrower was acting as “Borrower” under the Predevelopment Loan.
6. **Binding Effect**. Except as provided herein, each and every term and condition contained in the Original Loan Agreement shall remain in full force and effect with KPLR LP as the “Borrower” thereunder and is hereby ratified and confirmed.
7. **Counterparts**. This Second Amendment may be executed in any number of counterparts or counterpart signature pages (by facsimile transmission or otherwise), each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the Lender, Original Borrower, Replacement Borrower, and HCDC have each duly executed, or caused to be duly executed this Second Amendment as of the date first written above.

LENDER:

HAWAII PUBLIC HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Name: Hakim Ouansafi
Title: Executive Director

APPROVED AS TO FORM:

Linda L.W. Chow
Deputy Attorney General

[Signatures continue on following page.]

Signature Page - Second Amendment to
Phase-Related Predevelopment Loan Agreement

ORIGINAL BORROWER:

KUHIO PARK 2, LLC,
a Hawaii limited liability company

By: Kuhio Park 2 – Michaels, LLC,
a Hawaii limited liability company
its managing member

By: _____
Name: Mark Morgan
Title: President

[Signatures continue on following page.]

Signature Page - Second Amendment to
Phase-Related Predevelopment Loan Agreement

REPLACEMENT BORROWER:

KPLR PHASE 1, LP,
a Hawaii limited partnership

By: HCDC Kuhio Park 1 LLC,
a Hawaii limited liability company
Its General Partner

By: HCDC Hawaii Development LLC,
a Hawaii limited liability company
Its Manager

By: Highridge Costa Development Company, LLC,
a Delaware limited liability company
Its Manager

By: _____
Mohannad H. Mohanna
Its: President

HCDC:

HCDC KUHIO PARK 1 LLC,
a Hawaii limited liability company

By: HCDC Hawaii Development LLC,
a Hawaii limited liability company,
its Manager

By: Highridge Costa Development Company, LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: Mohannad H. Mohanna
Title: President

Signature Page - Second Amendment to
Phase-Related Predevelopment Loan Agreement

**SECOND AMENDMENT TO PHASE-RELATED PREDEVELOPMENT LOAN
ASSIGNMENT OF PROJECT DOCUMENTS FOR
KUHIO PARK TERRACE LOW-RISE - PHASE 1**

This **SECOND AMENDMENT TO PHASE-RELATED PREDEVELOPMENT LOAN ASSIGNMENT OF PROJECT DOCUMENTS** (the “**Second Amendment**”) is made as of _____, 2025 (the “**Effective Date**”), by and between the **HAWAII PUBLIC HOUSING AUTHORITY**, a public body, corporate and politic, organized under the laws of the State of Hawaii (the “**Authority**” or “**Lender**”), **KUHIO PARK 2, LLC**, a Hawaii limited liability company (the “**Original Borrower**”), **KPLR PHASE 1, LP**, a Hawaii limited partnership (“**KPLR LP**” or “**Replacement Borrower**”), and **HCDC KUHIO PARK 1, LLC**, a Hawaii limited liability company (“**HCDC**”).

RECITALS

WHEREAS, the Lender has lent to the Original Borrower a total principal loan amount of Three Million Four Hundred Seventy-Five Thousand Dollars and No/100 U.S. Dollars (\$3,475,000.00) (the “**Predevelopment Loan**”) to cover up to fifty percent (50%) of predevelopment costs incurred by the Original Borrower to third parties not affiliated with the Original Borrower or Lender and related to the redevelopment of Kuhio Park Terrace Low-Rise Phase 1 (the “**Project**”);

WHEREAS, as security for the Predevelopment Loan, the Authority and the Original Borrower entered into that certain Amended and Restated Phase-Related Predevelopment Loan Assignment of Project Documents dated May 16, 2024 (the “**Assignment of Project Documents**”), pursuant to which the Original Borrower granted, transferred and assigned to Lender, effective upon occurrence of and during the continuance of an Event of Default under the Loan Documents, all the right, title and interest of the Original Borrower, to the extent assignable, in and to the Project Documents.

WHEREAS, pursuant to an Agreement Regarding Transfer and Assignment of Master Development Agreement dated _____, 2025 (the “**Assignment of MDA**”), the Authority, the Original Borrower, HCDC, and The Michaels Development Company I, L.P., a New Jersey limited partnership (“**TMO**” and together with the Original Borrower, “**Michaels**”) mutually agreed to transfer the redevelopment of the Project from Michaels to HCDC;

WHEREAS, pursuant to the Assignment of MDA, HCDC assumed all of the Original Borrower’s and TMO’s rights, interests, covenants, and obligations under that certain Amended and Restated Master Development Agreement between TMO and the Authority dated as of July 8, 2020 (the “**MDA**”), including the rights and obligations under the Assignment of Project Documents, as amended hereby, and TMO and Original Borrower were released from their respective obligations under the MDA;

WHEREAS, KPLR LP, an affiliate of HCDC, shall hereafter serve as the Replacement Borrower under the Predevelopment Loan and as the project owner of the Project, and the Original Borrower shall be released from its obligations as borrower under the Assignment of Project Documents, except as hereinafter provided; and

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Defined Terms**. Capitalized terms used in this Second Amendment and not otherwise defined shall have the meaning set forth in the Assignment of Project Documents or the MDA, as applicable.
3. **Name of Borrower**. The “Borrower” under the Assignment of Project Documents is hereby amended to refer to KPLR Phase 1, LP, a Hawaii limited partnership, and Kuhio Park 2, LLC is removed as “Borrower” under the Assignment of Project Documents. The Original Borrower is hereby released from all obligations under the Assignment of Project Documents; provided, however, if a Retransfer (as such term is defined in the Assignment) occurs pursuant to the terms of the Assignment, (a) the Original Borrower’s rights and obligations under the Assignment of Project Documents, as amended by this Second Amendment, will be reinstated as if the Transfer (as such term is defined in the Assignment) did not occur, (b) the “Borrower” under the Assignment of Project Documents shall be amended to automatically replace the Replacement Borrower with Kuhio Park 2, LLC as “Borrower” under the Assignment of Project Documents as if the Transfer did not occur, and (c) the Replacement Borrower and HCDC shall automatically be released from all payment or other obligations under the Assignment of Project Documents, except for any liabilities or damages caused by Replacement Borrower’s and/or HCDC’s improper or negligent actions or willful misconduct while the Replacement Borrower was acting as “Borrower” under the Assignment of Project Documents.
4. **Binding Effect**. Except as provided herein, each and every term and condition contained in the Assignment of Project Documents shall remain in full force and effect with KPLR LP as the “Borrower” thereunder and is hereby ratified and confirmed.
5. **Counterparts**. This Second Amendment may be executed in any number of counterparts or counterpart signature pages (by facsimile transmission or otherwise), each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

[Signature pages follow.]

{00265572 2}

IN WITNESS WHEREOF, the Lender, Original Borrower, Replacement Borrower and HCDC have each duly executed, or caused to be duly executed this Second Amendment as of the date first written above.

LENDER:

HAWAII PUBLIC HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Name: Hakim Ouansafi
Title: Executive Director

APPROVED AS TO FORM:

Linda L.W. Chow
Deputy Attorney General

[Signatures continue on following page.]

ORIGINAL BORROWER:

KUHIO PARK 2, LLC,
a Hawaii limited liability company

By: Kuhio Park 2 – Michaels, LLC,
a Hawaii limited liability company
its managing member

By: _____
Name: Mark Morgan
Title: President

[Signatures continue on following page.]

REPLACEMENT BORROWER:

KPLR PHASE 1, LP,
a Hawaii limited partnership

By: HCDC Kuhio Park 1 LLC,
a Hawaii limited liability company
Its General Partner

By: HCDC Hawaii Development LLC,
a Hawaii limited liability company
Its Manager

By: Highridge Costa Development Company,
LLC, a Delaware limited liability company
Its Manager

By: _____
Mohannad H. Mohanna
Its: President

HCDC:

HCDC KUHIO PARK 1 LLC,
a Hawaii limited liability company

By: HCDC Hawaii Development LLC,
a Hawaii limited liability company,
its Manager

By: Highridge Costa Development Company, LLC,
a Delaware limited liability company,
its Manager

By: _____
Mohannad H. Mohanna
Its: President

**SECOND AMENDMENT TO
NON-NEGOTIABLE PHASE-RELATED PREDEVELOPMENT LOAN PROMISSORY
NOTE FOR KUHIO PARK TERRACE LOW-RISE - PHASE 1**

This SECOND AMENDMENT TO NON-NEGOTIABLE PHASE-RELATED PREDEVELOPMENT LOAN PROMISSORY NOTE for Kuhio Park Terrace Low Rise - Phase 1 (the “**Second Amendment**”) is made as of _____, 2025 (the “**Effective Date**”), by and between HAWAII PUBLIC HOUSING AUTHORITY, a public body, corporate and politic, organized under the laws of the State of Hawaii (the “**Authority**” or “**Holder**”), KUHIO PARK 2, LLC, a Hawaii limited liability company (the “**Original Maker**”), KPLR PHASE 1, LP, a Hawaii limited partnership (“**KPLR LP**” or “**Replacement Maker**”), and HCDC KUHIO PARK 1, LLC, a Hawaii limited liability company (“**HCDC**”).

RECITALS

WHEREAS, the Original Maker entered into that certain Amended and Restated Non-Negotiable Predevelopment Loan Promissory Note for the Kuhio Park Terrace Low-Rise – Phase 1 redevelopment (the “**Project**”), dated May 16, 2024 (the “**Promissory Note**”), pursuant to which the Authority agreed to lend and the Original Maker agreed to borrow a loan in the total principal amount of up to Three Million Four Hundred Seventy-Five Thousand Dollars and No/100 (\$3,475,000.00) (the “**Predevelopment Loan**”);

WHEREAS, pursuant to an Agreement Regarding Transfer and Assignment of Master Development Agreement dated _____, 2025 (the “**Assignment**”), the Authority, the Original Maker, HCDC, and The Michaels Development Company I, L.P., a New Jersey limited partnership (“**TMO**” and together with the Original Maker, “**Michaels**”) mutually agreed to transfer the redevelopment of the Project from Michaels to HCDC;

WHEREAS, pursuant to the Assignment, HCDC assumed all of the Original Maker’s and TMO’s rights, interests, covenants, and obligations under that certain Amended and Restated Master Development Agreement between TMO and the Authority dated as of July 8, 2020 (the “**MDA**”), including the rights and obligations under the Promissory Note, as amended hereby, and TMO and Original Maker were released from their respective obligations under the MDA;

WHEREAS, KPLR LP, an affiliate of HCDC, shall hereafter serve as the replacement borrower under the Predevelopment Loan, as the project owner of the Project, and as the Replacement Maker under the Promissory Note, and the Original Maker shall be released from its obligations as maker under the Promissory Note, except as hereinafter provided; and

WHEREAS, in advance of the April 30, 2025 Maturity Date, KPLR LP has requested another extension of the Maturity Date until August 1, 2025, in order to secure all necessary financing to consummate the financial closing of the Project, and the Lender has agreed to provide the requested additional extension;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Defined Terms**. Capitalized terms used in this Second Amendment and not otherwise defined shall have the meaning set forth in the Promissory Note.
3. **Name of Maker**. The “Maker” under the Promissory Note is hereby amended to refer to KPLR Phase 1, LP, a Hawaii limited partnership, and Kuhio Park 2, LLC is removed as “Maker” under the Promissory Note. The Original Maker is hereby released from all obligations under the Promissory Note; provided, however, if a Retransfer (as such term is defined in the Assignment) occurs pursuant to the terms of the Assignment, (a) the Original Maker’s obligations under the Promissory Note, as amended by this Second Amendment, will be reinstated as if the Transfer (as such term is defined in the Assignment) did not occur, (b) the “Maker” under the Promissory Note shall be amended to automatically replace the Replacement Maker with Kuhio Park 2, LLC as “Maker” under the Promissory Note as if the Transfer did not occur, and (c) the Replacement Maker and HCDC shall automatically be released from all payment or other obligations under the Promissory Note, except for any liabilities or damages caused by Replacement Maker’s and/or HCDC’s improper or negligent actions or willful misconduct while the Replacement Maker was acting as “Maker” under the Promissory Note.
4. **Extension of Maturity Date**. Section 2(b) of the Promissory Note is hereby amended to extend the Maturity Date to the earlier of (a) the Closing, or (b) August 1, 2025.
5. **Binding Effect**. Except as provided herein, each and every term and condition contained in the Promissory Note shall remain in full force and effect with KPLR LP as the “Maker” thereunder and is hereby ratified and confirmed.
6. **Counterparts**. This Second Amendment may be executed in any number of counterparts or counterpart signature pages (by facsimile transmission or otherwise), each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the Holder, Original Maker, Replacement Maker and HCDC have each duly executed, or caused to be duly executed, this Second Amendment as of the date first written above.

HOLDER:

HAWAII PUBLIC HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Name: Hakim Ouansafi
Title: Executive Director

APPROVED AS TO FORM:

Linda L.W. Chow
Deputy Attorney General

[Signatures continue on following page.]

Signature Page - Second Amendment to
Non-Negotiable Phase-Related Predevelopment Loan Promissory Note

ORIGINAL MAKER:

KUHIO PARK 2, LLC,
a Hawaii limited liability company

By: Kuhio Park 2 – Michaels, LLC,
 a Hawaii limited liability company
 its managing member

By: _____
Name: Mark Morgan
Title: President

[Signatures continue on following page.]

Signature Page - Second Amendment to
Non-Negotiable Phase-Related Predevelopment Loan Promissory Note

REPLACEMENT MAKER:

KPLR PHASE 1, LP,
a Hawaii limited partnership

By: HCDC Kuhio Park 1 LLC,
a Hawaii limited liability company
Its General Partner

By: HCDC Hawaii Development LLC,
a Hawaii limited liability company
Its Manager

By: Highridge Costa Development Company,
LLC, a Delaware limited liability company
Its Manager

By: _____
Mohannad H. Mohanna
Its: President

HCDC:

HCDC KUHIO PARK 1 LLC,
a Hawaii limited liability company

By: HCDC Hawaii Development LLC,
a Hawaii limited liability company,
its Manager

By: Highridge Costa Development Company, LLC,
a Delaware limited liability company,
its Manager

By: _____
Mohannad H. Mohanna
Its: President

FOR ACTION

MOTION: To Authorize the Executive Director to Take All Action Necessary to Deregister All or Portions of Hawaii Public Housing Authority's (HPHA) Property(ies) Registered in the Land Court System in Hawaii, Which Includes But Is Not Limited to Requesting Assistance From the State Surveyor With the Maps and Property Description Needed for the Deregistration Process, in Consultation with the Department of the Attorney General

(The Board may go into Executive Session pursuant to Hawaii Revised Statutes (HRS) sections 92-4 and 92-5(a)(4) to consult with the Board's attorneys on questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities related to this motion.)

I. FACTS

- A. The Hawaii Public Housing Authority (HPHA) plans to redevelop numerous public housing properties to increase the supply of affordable housing in the State.
- B. For some of these properties, title is registered in the Land Court system in Hawaii.
- C. HPHA is proposing to remove portions of property from the Land Court system (deregistration) and register the property in the Bureau of Conveyances – often referred to as the “Regular System” of land title registration.
- D. Generally, properties registered in the Regular System have more flexibility: it is much easier to record documents in the Regular System at the Bureau of Conveyances; it is less expensive and much simpler to maintain records in the Regular System; and it is typically less complicated to remove encumbrances (or even adjust boundaries or easements).
- E. Deregistration will help to facilitate the phased redevelopment of public housing by reducing the amount of time required to either subdivide the land or to establish and hold the land pursuant to a condominium property regime (CPR).

- F. A list of properties currently registered in the Land Court System in Hawaii is included at Exhibit A. The list includes 4 properties that are part of the Ka Lei Momi Redevelopment Project: Mayor Wright Homes, Kamehameha Homes, Kaahumanu Homes, and Palolo Valley Homes (alternate site).

II. DISCUSSION

- A. Registration of property in the Land Court allows the applicant to hold the land free from all encumbrances except those enumerated in statute or as noted on the certificate of title (TCT). Registration also acts to quiet title to the land and to guarantee title to the land while registered. HRS §§ 501-71 and 82.
- B. Registered land is not subject to claims of prescription or adverse possession by someone other than the registered owner. HRS § 501-87. However, even when deregistered, state land is not subject to claims of prescription or adverse possession. *Thurston v. Bishop*, 7 Haw. 421, 437-38 (Haw. Kingdom 1888).
- C. The Land Court deregistration process requires that a landowner submit a written request to deregister the registered land under HRS § 501-261.5(a)(1). This request must be accompanied by a plan of the parcels sought to be deregistered that includes a map and description prepared by a licensed professional surveyor. HRS § 501-261.5(a)(2).
- D. If the submission of the written request and attached plan satisfies the Land Court assistant registrar, it will be referred to the state land surveyor for review. HRS § 501-261.5(b).
- E. Following approval by the state land surveyor, the assistant registrar of the Land Court will: (1) record in the bureau of conveyances, pursuant to HRS chapter 502, the TCT for the fee interest in the registered land; (2) record in the bureau of conveyances, pursuant to HRS chapter 502, the written request for deregistration presented to the assistant registrar for filing or recording; (3) cancel the TCT; and (4) record in the Bureau of Conveyances, pursuant to HRS chapter 502, a plan of the parcel or parcels sought to be deregistered. HRS § 501-261.5(c).
- F. The deregistration of HPHA property registered in the Land Court system in Hawaii will, as stated, reduce the amount of time required to complete the subdivision or CPR of the properties for phased redevelopment.

III. RECOMMENDATION

That the Board of Directors Authorize the Executive Director to Take All Action Necessary to Deregister All or Portions of Hawaii Public Housing Authority's (HPHA) Property(ies) Registered in the Land Court System in Hawaii, Which Includes But Is Not Limited to Requesting Assistance From the State Surveyor With the Maps and Property Description Needed for the Deregistration Process, in Consultation with the Department of the Attorney General

Exhibit A: List of HPHA Properties Listed in the Land Court System in Hawaii

Approved by the Board of Directors
on the date set forth above
[✓] As Presented [] As Amended



Robert J. Hall
Chairperson

Exhibit A

List of HPHA Properties Listed in the Land Court System in Hawaii

Project Name	Address	AMP	TMK No(s).
Salt Lake	2907 Ala Ilima Street (Aiea)	30	(1) 1-1-062-007
Waipahu I	94-111 Pupupole Street (Waipahu)	30	(1) 9-4-039-019
Waipahu II	94-132 Pupupole Street (Waipahu)	30	(1) 9-4-039-076
Kalihi Valley Homes	2250 Kalena Drive (Honolulu)	31	(1) 1-3-022-001
Mayor Wright Homes *	606 North Kukui Street (Honolulu)	32	(1) 1-7-029-003
Kaahumanu Homes *	1421 Alokele Street (Honolulu)	33	(1) 1-5-024-001
Kamehameha Homes *	1440 Alokele Street (Honolulu)	33	(1) 1-5-001-001
Kalakaua Homes Makua Alii Paoakalani	1545 Kalakaua Ave (Honolulu) 1541 Kalakaua Ave (Honolulu) 1583 Kalakaua Ave (Honolulu)	34	(1) 2-3-019-004
Kalanihuia	1220 Aala Street (Honolulu)	35	(1) 1-7-026-006
Hale Aloha O Puna	16-189 Pili Mua Street (Keaau)	37	(3) 1-6-143-035
Kahale Mua (Federal)	Maunaloa, Molokai	39	(2) 5-1-002-039
Kuhio Homes	Ahonui Street (Honolulu)	40	(1) 1-3-039-003 (1) 1-3-039-006
Hale Poai	1001 North School Street (Honolulu)	42	(1) 1-6-007-067
Kamalu	94-941 Kau'olu Place (Waipahu)	42	(1) 9-4-017-001
Waimaha Sunflower (Lease)	85-186 McArthur Street (Waianae)	44	(1) 8-5-010-029
Waimaha Sunflower (Fee)	85-186 McArthur Street (Waianae)	44	(1) 8-5-010-063
Hookipa Kahaluu	47-330 Ahuimanu Road (Kaneohe)	45	(1) 4-7-037-016
Waimanalo Homes	41-534 Humuniki Street (Waimanalo)	45	(1) 4-1-023-051
Waimanalo Homes	41-538 Humuniki Street (Waimanalo)	45	(1) 4-1-023-053
Waimanalo Homes	41-542 Humuniki Street (Waimanalo)	45	(1) 4-1-023-054
Waimanalo Homes	41-544 Humuniki Street (Waimanalo)	45	(1) 4-1-023-055
Waimanalo Homes	41-529 Humuniki Street (Waimanalo)	45	(1) 4-1-028-006
Waimanalo Homes	41-537 Humuniki Street (Waimanalo)	45	(1) 4-1-028-008
Waimanalo Homes II	41-528 Humuniki Street (Waimanalo)	45	(1) 4-1-022-100
Waimanalo Homes II	41-530 Humuniki Street (Waimanalo)	45	(1) 4-1-023-050
Waimanalo Homes II	41-536 Humuniki Street (Waimanalo)	45	(1) 4-1-023-052
Waimanalo Homes II	41-546 Humuniki Street (Waimanalo)	45	(1) 4-1-023-056
Waimanalo Homes II	41-557 Humuna Place (Waimanalo)	45	(1) 4-1-023-059
Waimanalo Homes II	41-558 Humuna Place (Waimanalo)	45	(1) 4-1-023-060
Waimanalo Homes II	41-553 Humuna Place (Waimanalo)	45	(1) 4-1-023-061
Waimanalo Homes II	41-527 Humuniki Street (Waimanalo)	45	(1) 4-1-028-005
Kauhale Nani	310 North Cane Street (Wahiawa)	49	(1) 7-4-007-014
Wahiawa Terrace	337 Palm Street (Wahiawa)	49	(1) 7-1-001-034
Palolo Valley Homes *	2108 Ahe Street (Honolulu)	50	(1) 3-4-007-015
Palolo Valley Homes *	2232 Ahe Place (Honolulu)	50	(1) 3-4-007-017

* These properties are part of the Ka Lei Momi Redevelopment Project.

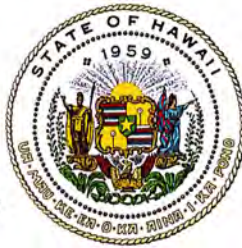
FOR INFORMATION

SUBJECT: Single Audit of Federal Financial Assistance Programs of the Hawaii Public Housing Authority

I. FACTS

- A. The Hawaii Public Housing Authority (HPHA) is required to prepare comprehensive annual financial statements for each fiscal year to comply with generally accepted accounting principles (GAAP). These financial statements serve to ensure transparency, accountability, and accuracy in reporting the financial position and activities of the agency.
- B. To provide an independent evaluation of HPHA's financial statements, the Office of the Auditor contracts a certified public accounting firm to conduct an annual audit. For the fiscal year ending June 30, 2024, the independent auditor performed extensive audit procedures to assess the accuracy and reliability of the financial statements.
- C. In addition, the auditor audited compliance with requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the Authority's major federal programs for the year ended June 30, 2024.
- D. On March 20, 2025, the HPHA's Board of Directors accepted the audited financial statements and single audit of the HPHA for the fiscal year from July 1, 2023 to June 30, 2024.
- E. On April 4, 2025, the HPHA was notified by the Office of the Auditor that the Governor, Lt. Governor, the Director of Finance and the Legislature was informed that the audit was issued. HPHA received an unmodified opinion on its compliance audit and there were no material weaknesses in internal control. See attached.

Attachment A: Letter from Leslie Kondo, State Auditor
Attachment B: Auditor's Summary of the HPHA's audit



April 4, 2025

VIA EMAIL (hakim.ouansafi@hawaii.gov)

The Honorable Hakim Ouansafi
Executive Director
Hawaii Public Housing Authority
1002 North School Street
Honolulu, Hawaii 96817

RE: Single Audit of Federal Financial Assistance Programs of the Hawai'i Public Housing Authority

Dear Executive Director Ouansafi:

As you know, the single audit report on Federal Financial Assistance Programs of the Hawai'i Public Housing Authority for the fiscal year ended June 30, 2024, was issued by Plante & Moran, PLLC on March 21, 2025. We have informed the Governor, the Lt. Governor, the Director of Finance, and legislators that the single audit report was issued. For your information, we are attaching a copy of the two-page Auditor's Summary.

You may view the single audit report and Auditor's Summary on our website at:

https://files.hawaii.gov/auditor/Reports/2024_Audit/HPHA_Single_Audit_2024.pdf; and

https://files.hawaii.gov/auditor/Reports/2024_Audit/HPHA_SASummary_2024.pdf.

If you have any questions about the report, please contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "L. Kondo", is written over a horizontal line.

Leslie H. Kondo
State Auditor

Attachment

cc/attach: Bennett Liu, Chief Financial Officer, Hawai'i Public Housing Authority
(Bennett.Liu@hawaii.gov)
Barbara Arashiro, Executive Assistant, Hawai'i Public Housing Authority
(Barbara.E.Arashiro@hawaii.gov)

Auditor's Summary

Single Audit of Federal Financial Assistance Programs of the Hawai'i Public Housing Authority

Financial Statements, Fiscal Year Ended June 30, 2024



PHOTO: HAWAII PUBLIC HOUSING AUTHORITY

THE PRIMARY PURPOSE of the Hawai'i Public Housing Authority Single Audit for the fiscal year ended June 30, 2024, was to comply with the Code of Federal Regulations, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2, Part 200 (Uniform Guidance), which established audit requirements for state and local governmental units that receive federal awards. The audit was conducted by Plante & Moran, PLLC.

About the Authority

The mission of the Hawai'i Public Housing Authority (HPHA) is to provide safe, decent, and sanitary dwellings for low and moderate-income residents of Hawai'i and to operate its housing programs in accordance with federal and State laws and regulations. Some of HPHA's housing assistance programs are funded by the U.S. Department of Housing and Urban Development.

HPHA is administratively attached to the Hawai'i Department of Human Services (DHS). HPHA operates under the direction of its Executive Director and Board of Directors, which consists of eleven board members, nine of whom are appointed by the Governor. The Director of DHS and the Governor's designee are ex-officio members.

About the Report

SINGLE AUDITS provide assurance to the federal government that state agencies and programs receiving federal funds are expending those funds properly. This report includes the total federal expenditures and findings related to the HPHA's Federal Financial Assistance Programs for the fiscal year ended June 30, 2024. Federal expenditures totaled approximately \$157.5 million.

Auditors' Opinion

HPHA RECEIVED AN UNMODIFIED OPINION on its compliance with major federal programs in accordance with the *Uniform Guidance*.

Findings

THERE WERE NO MATERIAL WEAKNESSES in internal control over financial reporting that were required to be reported under *Government Auditing Standards*. There were no findings that were considered material weaknesses in internal control over compliance in accordance with the *Uniform Guidance*.



Link to the complete reports:

Single Audit

https://files.hawaii.gov/auditor/Reports/2024_Audit/HPHA_Single_Audit_2024.pdf



Financial Audit

https://files.hawaii.gov/auditor/Reports/2024_Audit/HPHA2024.pdf

*Executive Director's Report
Hawaii Public Housing Authority
March 2025*

I. Planning and Evaluation

A. Yes In My Back Yard Working Group Meeting

On Tuesday, March 4, 2025, the HPHA participated in the 5th Yes In My Back Yard (YIMBY) Working Group Meeting. Mr. Peter Savio and Mr. Joshua Wisch gave presentations about Hawaii's affordable housing crisis and provided potential solutions on how to create a housing market program where only local buyers would qualify.

B. Kapalama Public Projects Town Hall Meeting

On Saturday, March 15, 2025, the HPHA participated in the Kapalama Public Projects Town Hall Meeting hosted by Councilmember Radiant Cordero, Councilmember Tyler Dos Santos Tam, Senator Glen Wakai, and Representative Shirley Ann Templo. HPHA and HCDC presented our future Kaahumanu Homes redevelopment project and participated in an open discussion about HPHA's redevelopment projects.

C. Open Data General Overview and Training Session

With the launch of the State of Hawaii's Open Data portal, the State of Hawaii has now begun providing residents, analysts, and civic developers with access to State data to increase transparency. On Thursday, March 27, 2025, the HPHA participated in the Open Data General Overview and Training Session which provided an overview of the Open Data platform and went over practical skills for data management.

II. Fiscal Management

A. Variance Report for February 2025

1. Revenue for February 2025

- CFP Grant Income: \$1,507,900 over budget due to drawdowns from HUD's Capital Fund Program (CFP) for non-capitalized expenses, reported as operating income. Non-capitalized amounts were not initially budgeted, as these amounts are difficult to predict.

- COCC Fee Income: \$1,452,860 above budget due to a timing difference between the budgeted and actual drawdown of CFP management fees.
- State CIP Fund: \$13,315 over budget due to expenditures on capital projects below the \$100,000 capitalization threshold, recognized as operating income. These non-capitalized amounts were not initially budgeted due to their unpredictability.
- Grant Income: \$80,000 above budget due to timing differences between fund receipt and budget projections.
- Other Income: \$278,274 below budget, primarily due to lower-than-expected front-line service fees from the Multi-Skilled Workers Pilot Program (MSWPP) and other COCC branches. Revenue from these services fell short of projections.

2. Expenses for February 2025

- Administrative: \$351,583 below budget, driven by:
 - \$332,799 lower HPHA administrative payroll expenses,
 - \$6,940 lower private management company's administrative payroll expenses,
 - \$41,159 higher audit fees,
 - \$48,886 lower front-line service fees charged by Applications, Hearings, and Compliance offices,
 - \$1,072 higher legal service expenses,
 - \$22,337 lower travel expenses,
 - \$46,392 higher managing agent fees,
 - \$15,555 lower other professional fees,
 - \$32,700 lower office supplies expenses,
 - \$19,010 higher in miscellaneous costs (training, computer software, automobile, etc.)
- Management Fees: \$1,457,254 above budget due to a timing difference between the budgeted and actual drawdown of CFP management fees.
- Tenant Services: \$20,311 below budget due to:
 - \$374 less in relocation costs incurred.
 - \$6,048 unspent budget for tenant participation.
 - \$13,889 lower costs across other tenant services.

- Maintenance: \$502,766 below budget due to:
 - Maintenance Payroll Savings: \$220,449 lower HPHA maintenance payroll expenses and \$41,261 lower private management company maintenance payroll expenses.
 - Furniture, Appliances, Equipment, and Supplies: \$122,509 under budget.
 - Contract Services, Materials, and Supplies: \$84,299 over budget.
 - Front-Line Service Expenses: \$202,847 lower than expected.
- Protective Services: \$38,194 over budget due to increased outsourced security service costs.
- Insurance Expense: \$57,109 over budget due to higher-than-expected general liability premiums, including auto liability, paid for the AMPs managed by the private management company.
- Bad Debt Expense: \$411,132 below budget due to month-end reconciliations, tenant account adjustments, and updates to the allowance for doubtful accounts to address uncollected rent and fees.
- General Expenses: \$196,437 below budget, driven by:
 - HAP Back Payments: \$304,109 lower due to adjustments for prior-period housing assistance payments not covered by current-year funding.
 - Undistributed P-card Purchase Balance: increased by \$98,552. P-card purchases are interim charges recorded until allocated to specific projects or programs.
 - Port-Out Voucher Fees: \$8,175 for administrative fees associated with Section 8 tenants relocating to other public housing agencies.
 - Miscellaneous General Expenses: \$945 above budget.

3. Year-to-Date Revenue

- CFP Grant Income: \$1,638,729 above budget, due to HUD CFP expenditures not meeting capitalization thresholds and therefore recorded as operating income.
- COCC Fee Income: \$1,271,151 above budget due to a timing difference between the budgeted and actual drawdown of CFP management fees.

- State CIP Fund: \$57,923 above budget due to CIP expenditures recorded as income for non-capitalized expenses.
- Grant Income: \$4,142,637 over budget due to a state appropriation received for extraordinary vacant unit repairs, which is excluded from the regular operating budget.
- Other Income: \$2,374,585 below budget, primarily due to underperformance in the MSWPP and COCC branches against revenue targets.

4. Year-to-Date Expenses

- Administrative: \$2,981,272 below budget due to savings in payroll, front-line service fees, travel, and office supplies expenses, with slight increases in legal services, consultant/other professional fees, and managing agent fees.
- Management Fees: \$1,299,800 over budget due to a timing difference between the budgeted and actual drawdown of CFP management fees.
- Tenant Services: \$132,071 below budget due to unspent funds in relocation, tenant participation, and other tenant services.
- Protective Services: \$320,243 below budget due to lower outsourced security service expenses and unspent equipment purchases.
- Insurance Expense: \$205,953 over budget, primarily due to higher general liability premiums (including auto liability) for the AMPs managed by the private management company.
- Bad Debt Expense: \$531,984 above budget due to ongoing reconciliations, tenant account adjustments, and updates to the allowance for doubtful accounts.
- General Expenses: \$8,823,090 above budget, impacted by:
 - \$7,455,126 loss on the disposal of David Malo and Piilani housing projects (AMP 39) due to wildfire disaster.
 - Undistributed P-card purchase balance: \$625,301.
 - Port-Out Voucher Fees: \$65,472 for administrative fees related to Section 8 tenant relocation.
 - HAP Back Payments: \$656,026 for prior-year obligations not covered by current-year HAP funding.

- Other General Expenses: \$21,165 over budget across various categories.

This variance analysis highlights HPHA's adherence to budgeted expectations, with adjustments due to unexpected expenses and timing differences in revenue. The report emphasizes the careful management of resources in alignment with HUD and state requirements.

FEDERAL BUDGET/OBLIGATION: Capital Fund Program (CFP) (Operations, Admin, Mgt Improv)

	Total CFP Appropriation	Budget Construction Activities (BLI 1480)	Budget Operations (BLI 1406)	Budget Management Improvements (BLI 1408)	Budget Administration (BLI 1410)	Moving to Work Demo (BLI 1492)	Budget Contingency (BLI 1502)	CFP Obligated	% Obligated	Unobligated Balance	Obligation Deadline	Notes
CFP 728	\$13,501,112	9,250,778	2,700,222	200,000	1,350,111	-	-	13,501,112	100.00%	-	5/28/22	LOCCS created 05-22-18
CFP 729	\$13,394,883	9,376,418	2,678,977	-	1,339,488	-	-	13,382,918	99.91%	11,965	4/15/23	LOCCS created 04-11-19
CFP 730	\$13,799,958	9,399,312	2,759,992	-	1,379,996	-	260,659	12,614,033	91.41%	1,185,925	3/25/24	LOCCS created 04-06-20
CFP 731	\$13,862,820	2,876,619	3,478,009	-	1,391,204	-	183,848	13,135,490	94.75%	727,330	2/22/24	LOCCS created 02-23-21
CFP 732	\$14,983,151	600,000	-	-	1,503,716	3,759,291	490,717	-	0.00%	14,983,151	5/11/25	LOCCS created 05-12-22
CFP 733	\$14,844,329	7,631,197	-	-	1,489,105	4,477,189	1,293,562	13,597,491	91.60%	1,246,838	2/16/25	LOCCS created 02-17-23
CFP 734	\$15,384,579	9,056,444	-	-	1,484,433	3,846,145	997,558	-	0.00%	15,384,579	5/5/26	LOCCS created 05-06-24
CFP Budget Totals	\$84,386,253	39,134,325	11,617,200	200,000	8,453,621	8,236,480	2,228,785	66,231,045	78.49%	18,155,208		TOTALS FOR ALL ACTIVE CFP GRANTS

FEDERAL EXPENDITURE: Capital Fund Program (CFP) (Operations, Admin, Mgt Improv)

	Total CFP Appropriation	Expended Construction Activities (BLI 1480)	Expended Operations (BLI 1406)	Expended Management Improvements (BLI 1408)	Expended Administration (BLI 1410)	Moving to Work Demo (BLI 1492)	Expended Contingency (BLI 1502)	Expended to Date Total Funds	% Expended	Unexpended Balance	Expenditure Deadline	Notes
CFP 728	\$13,501,112	9,250,778	2,700,223	200,000	1,350,111	-	-	13,501,112	100.00%	-	5/8/24	LOCCS created 05-22-18
CFP 729	\$13,394,883	6,726,258	2,665,614	-	1,332,807	-	-	10,724,679	80.07%	2,670,204	4/15/25	LOCCS created 04-11-19
CFP 730	\$13,799,958	2,045,995	2,744,698	-	1,372,349	-	-	6,163,042	44.66%	7,636,916	3/25/26	LOCCS created 04-06-20
CFP 731	\$13,862,820	1,689,293	2,772,564	-	1,386,282	-	-	6,290,271	45.38%	7,572,549	2/22/26	LOCCS created 02-23-21
CFP 732	\$14,983,151	-	-	-	1,503,716	3,759,291	-	-	0.00%	14,983,151	5/11/26	LOCCS created 05-12-22
CFP 733	\$14,844,329	96,512	-	-	1,489,105	4,477,189	-	6,062,807	40.84%	8,781,522	2/16/27	LOCCS created 02-17-23
CFP 734	\$15,384,579	-	-	-	-	-	-	-	0.00%	15,384,579	5/5/28	LOCCS created 05-06-24
CFP Expenditure Totals	\$84,386,253	19,808,837	10,883,098	200,000	8,434,371	8,236,480	-	42,741,911	50.65%	41,644,342		TOTALS FOR ALL ACTIVE CFP GRANTS

STATE: Capital Improvement Program (CIP)

	State Appropriation	HPHA Budget	HPHA Encumbered	HPHA Expended	HPHA % Expended/Budget	MOF	HPHA Balance Expended/Budget	CIP Contract Encumbrance Deadline	Notes	ACT/SLH
FY 24-25 Lump Sum CIP	5,000,000	5,000,000	-	-	0.00%	C	5,000,000.00	6/30/26		ACT 164/2023 as amended by ACT 230/2024
FY 24-25 Lump Sum CIP (Cash)	5,000,000	5,000,000	-	-	0.00%	A	5,000,000.00	6/30/26		ACT 164/2023 as amended by ACT 230/2024
FY 24-25 Kalihi Valley Homes (Cash)	800,000	800,000	-	-	0.00%	A	800,000.00	6/30/26		ACT 164/2023 as amended by ACT 230/2024
FY 24-25 Affordable Housing, Downtown	5,000,000	5,000,000	-	-	0.00%	C	5,000,000.00	6/30/26		ACT 164/2023 as amended by ACT 230/2024
FY 24-25 HPHA Lump Sum, Site and Building	10,000,000	10,000,000	-	-	0.00%	C	10,000,000.00	6/30/26		ACT 164/2023 as amended by ACT 230/2024
FY 24-25 Non-Development Rehabilitation,	10,500,000	10,500,000	-	-	0.00%	A	10,500,000.00	6/30/25		ACT 164/2023 as amended by ACT 230/2024
STATE CIP TOTALS	362,747,000	352,388,290.56	331,154,204.93	290,857,341.97	82.54%		61,530,948.59			TOTAL ACTIVE STATE CIP APPROPRIATIONS

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1406 - Operations
1408 - Management Improvements
1410 - Administration
1480 - General Capital Activity
1492 - Moving to Work Demo
1501 - Collateral Exp/Debt Srv
1502 - Contingency
1503 - RAD-CFP
1504 - RAD Investment Activity
1505 - RAD-CPT
1509 - Preparing for, Preventing and Responding to Coronavirus

Federal Capital Fund Program Budget

These are HPHA CFP budget numbers a/o the upper left corner date. The rows reflect the CFP fund grant, the columns represent the manner in which the funds are currently budgeted. The obligation deadline indicates the date by which these funds must be at least 92% obligated.

Federal Capital Fund Program Actual

These are HPHA CFP actual expenditures a/o the upper left corner date. The rows reflect the CFP fund grant, the columns represent the manner in which these funds are currently being expended. The expenditure deadline indicates the date by which these funds must be expended.

State Capital Improvement Program Budget and Expenditure

These are HPHA CIP budget and actual expenditures a/o the upper left corner date. The rows reflect the CIP fund appropriation, the columns represent budget, encumbrance and expenditures. The encumbrance deadline indicates the date by which the funds must be encumbered.

HAWAII PUBLIC HOUSING AUTHORITY
Agency Total
Actual vs Budget Comparison
For the Month of February 2025, and the 8 Months ended February 28, 2025
(Amounts in Full Dollars)

Month of February 2025					Year To Date ended February 28, 2025						
Actual	Budget	Variance			Actual	Budget	Variance		Prior Year	Variance	
		Amount	%	Amount			%				
				REVENUES							
2,386,897	2,275,404	111,493	5%	Dwelling Rental Income	19,034,128	18,389,707	644,421	4%	18,574,020	460,108	2%
12,943,002	12,509,756	433,246	3%	HUD Operating Grants	104,121,072	100,078,046	4,043,026	4%	97,195,107	6,925,965	7%
1,507,900	-	1,507,900	100%	CFP Grant Income	1,638,729	-	1,638,729	100%	104,326	1,534,404	>100%
1,978,125	525,265	1,452,860	>100%	COCC Fee Income	5,506,462	4,235,311	1,271,151	30%	4,160,248	1,346,214	32%
13,315	-	13,315	100%	State CIP Fund	57,923	-	57,923	100%	213,210	(155,287)	-73%
80,000	-	80,000	100%	Grant Income	10,379,467	6,236,830	4,142,637	66%	10,237,760	141,707	1%
365,349	643,623	(278,274)	-43%	Other Income	2,686,682	5,061,267	(2,374,585)	-47%	2,618,028	68,653	3%
\$ 19,274,587	15,954,048	3,320,539	21%	Total Revenues	\$ 143,424,463	134,001,160	9,423,303	7%	133,102,699	10,321,764	8%
				EXPENSES							
2,218,775	2,570,359	(351,583)	-14%	Administrative	17,189,756	20,171,028	(2,981,272)	-15%	15,228,508	1,961,247	13%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
1,913,163	455,909	1,457,254	>100%	Management Fees	4,977,412	3,677,612	1,299,800	35%	3,617,135	1,360,276	38%
64,962	69,363	(4,401)	-6%	Bookkeeping Fees	529,050	557,756	(28,706)	-5%	543,113	(14,063)	-3%
9,904,208	9,310,688	593,520	6%	Housing Assistance Payments	76,275,978	74,485,503	1,790,475	2%	73,034,758	3,241,221	4%
2,078	22,390	(20,311)	-91%	Tenant Services	66,553	198,624	(132,071)	-66%	392,036	(325,483)	-83%
1,164,253	1,283,326	(119,073)	-9%	Utilities	9,679,008	10,266,610	(587,603)	-6%	9,478,041	200,967	2%
2,198,680	2,701,447	(502,766)	-19%	Maintenance	20,174,136	22,035,107	(1,860,971)	-8%	19,960,570	213,566	1%
414,631	376,436	38,194	10%	Protective Services	2,701,249	3,021,491	(320,243)	-11%	2,570,849	130,400	5%
155,235	98,126	57,109	58%	Insurance	990,958	785,004	205,953	26%	785,896	205,062	26%
1,979,917	1,979,917	-	0%	Depreciation Expense	16,607,550	16,607,550	-	0%	15,331,236	1,276,314	8%
(322,534)	88,598	(411,132)	<-100%	Bad Debt Expense	1,240,768	708,784	531,984	75%	1,734,554	(493,785)	-28%
(184,066)	12,370	(196,437)	<-100%	General Expenses	8,922,053	98,963	8,823,090	>100%	608,634	8,313,419	>100%
19,509,302	18,968,929	540,373	3%	Total Expenses	159,354,470	152,614,032	6,740,438	-4%	143,285,329	16,069,141	11%
\$ (234,715)	(3,014,881)	2,780,166	92%	Net Income(Loss)	\$ (15,930,008)	(18,612,873)	2,682,865	14%	(10,182,631)	(5,747,377)	-56%
				CASH BASIS							
(234,715)	(3,014,881)	2,780,166	92%	Net Income(loss) per Above	(15,930,008)	(18,612,873)	2,682,865	14%	(10,182,631)	(5,747,377)	-56%
				Add back non cash items:							
1,979,917	-	1,979,917	n/a	Depreciation Expense	16,607,550	-	16,607,550	n/a	15,331,236	1,276,314	8%
(322,534)	88,598	(411,132)	<-100%	Bad Debt Expense	1,240,768	708,784	531,984	75%	1,734,554	(493,785)	-28%
\$ 1,422,668	(2,926,283)	4,348,951	>100%	TOTAL CASH BASIS	\$ 1,918,311	(17,904,089)	19,822,399	>100%	6,883,159	(4,964,848)	-72%

HAWAII PUBLIC HOUSING AUTHORITY
Consolidated Balance Sheet
Agency Total
As of February 28, 2025 and February 29, 2024

	As of February 28, 2025	As of February 29, 2024	Increase (Decrease)
ASSETS:			
Cash	215,060,276	195,575,089	19,485,187
Accounts receivable (net of allowance)	2,530,449	2,184,555	345,894
Accrued Interest	231,254	440,383	(209,130)
Prepaid Expenses	405,196	389,684	15,512
Inventories	753,222	743,332	9,889
Total Current Assets	218,980,397	199,333,044	19,647,353
Property, Plant & Equipment:			
Land	25,518,054	25,518,054	-
Buildings	822,989,984	805,784,162	17,205,822
Furniture & Equipment	8,849,218	8,846,284	2,933
Motor vehicles	5,429,726	5,429,726	-
Construction in Progress	47,801,812	66,032,564	(18,230,753)
Less: Accumulated Depreciation	(574,217,761)	(554,763,056)	(19,454,706)
Notes, Loans & Mortgage Receivable-Non Current	9,919,446	7,452,009	2,467,436
Other Long Term Assets	-	-	-
Deferred Outflows of Resources	8,889,882	6,999,222	1,890,660
Total Assets & Deferred Outflow of Resources	\$ 574,160,756	\$ 570,632,010	\$ 3,528,746
LIABILITIES AND NET POSITION			
Accounts Payable	8,972,640	4,112,938	4,859,702
Accrued Salaries & Wages	4,155,714	987,550	3,168,165
Tenant Security Deposits	1,621,977	1,616,111	5,867
Other Liabilities & Deferred Income	8,972,574	6,181,989	2,790,585
Total Current Liabilities	23,722,905	12,898,588	10,824,318
Net Pension Liability	40,659,919	37,965,808	2,694,111
Net OPEB Liability	33,182,220	33,424,214	(241,994)
Other Long Term Liabilities	2,134,168	2,028,114	106,055
Deferred Inflows of Resources	6,698,590	9,984,253	(3,285,663)
Net Assets			
Investment in capital assets	336,371,031	356,847,735	(20,476,703)
Restricted Net Assets	247,664	1,537,373	(1,289,709)
Unrestricted Net Assets	147,074,265	113,263,060	33,811,205
Net Income Year to Date	(15,930,008)	2,682,865	(18,612,873)
Total Net Assets	467,762,953	474,331,033	(6,568,080)
Total Liabilities, Deferred Inflow of Resources & Net Position	\$ 574,160,756	570,632,010	3,528,746

**HAWAII PUBLIC HOUSING AUTHORITY
Federal Low Rent Program**

Actual vs Budget Comparison

For the Month of February 2025, and the 8 Months ended February 28, 2025

(Amounts in Full Dollars)

Month of February 2025					Year To Date ended February 28, 2025						
Actual	Budget	Variance			Actual	Budget	Variance		Prior Year	Variance	
		Amount	%	Amount			%				
				REVENUES							
2,017,296	1,910,365	106,931	6%	Dwelling Rental Income	15,897,510	15,478,918	418,592	3%	15,641,848	255,662	2%
2,355,260	2,717,625	(362,365)	-13%	HUD Operating Grants	23,650,029	21,741,000	1,909,029	9%	20,184,808	3,465,222	17%
1,507,900	-	1,507,900	100%	CFP Grant Income	1,638,729	-	1,638,729	100%	104,326	1,534,404	>100%
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%
13,315	-	13,315	100%	State CIP Fund	57,923	-	57,923	100%	191,291	(133,368)	-70%
323,641	-	323,641	100%	Grant Income	738,867	2,468,721	(1,729,854)	-70%	4,783,790	(4,044,923)	-85%
82,989	55,448	27,541	50%	Other Income	457,220	445,082	12,138	3%	501,886	(44,666)	-9%
\$ 6,300,400	4,683,438	1,616,962	35%	Total Revenues	42,440,278	40,133,721	2,306,557	6%	41,407,949	1,032,329	2%
				EXPENSES							
844,959	952,310	(107,351)	-11%	Administrative	6,610,561	7,470,652	(860,091)	-12%	6,024,234	586,327	10%
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%
1,788,517	316,705	1,471,812	>100%	Management Fees	3,930,894	2,566,214	1,364,680	53%	2,482,386	1,448,508	58%
32,474	34,115	(1,641)	-5%	Bookkeeping Fees	264,160	275,980	(11,820)	-4%	267,173	(3,012)	-1%
355	477	(122)	-26%	Housing Assistance Payments	2,214	3,816	(1,602)	-42%	5,576	(3,362)	-60%
2,078	19,569	(17,491)	-89%	Tenant Services	51,153	175,058	(123,905)	-71%	321,779	(270,626)	-84%
982,815	1,044,506	(61,691)	-6%	Utilities	8,004,787	8,356,048	(351,261)	-4%	7,773,445	231,342	3%
1,745,601	2,176,563	(430,962)	-20%	Maintenance	16,332,317	17,780,176	(1,447,859)	-8%	16,161,473	170,844	1%
403,630	359,487	44,143	12%	Protective Services	2,583,153	2,885,896	(302,743)	-10%	2,449,328	133,825	5%
109,011	78,760	30,251	38%	Insurance	769,303	630,080	139,223	22%	630,401	138,902	22%
1,640,818	-	1,640,818	100%	Depreciation Expense	13,890,853	-	13,890,853	100%	12,588,257	1,302,596	10%
(305,586)	82,587	(388,173)	<-100%	Bad Debt Expense	1,137,596	660,696	476,900	72%	1,628,066	(490,470)	-30%
94,734	113	94,621	>100%	General Expenses	8,092,250	904	8,091,346	>100%	373,575	7,718,675	>100%
7,339,408	5,065,192	2,274,216	45%	Total Expenses	61,669,242	40,805,520	20,863,722	-51%	50,705,693	10,963,549	22%
\$ (1,039,008)	(381,754)	(657,254)	<-100%	Net Income(Loss)	(19,228,964)	(671,799)	(18,557,165)	<-100%	(9,297,744)	(9,931,219)	<-100%
				CASH BASIS:							
(1,039,008)	(381,754)	(657,254)	<-100%	Net Income(loss) per Above	(19,228,964)	(671,799)	(18,557,165)	<-100%	(9,297,744)	(9,931,219)	<-100%
				Add back non cash items:							
1,640,818	-	1,640,818	100%	Depreciation Expense	13,890,853	-	13,890,853	100%	12,588,257	1,302,596	10%
(305,586)	82,587	(388,173)	<-100%	Bad Debt Expense	1,137,596	660,696	476,900	72%	1,628,066	(490,470)	-30%
\$ 296,224	(299,167)	595,391	>100%		(4,200,514)	(11,103)	(4,189,411)	<-100%	4,918,579	(9,119,093)	<-100%

**HAWAII PUBLIC HOUSING AUTHORITY
Federal Low Rent Program
Actual vs Budget Comparison**

For the Month of February 2025, and the 8 Months ended February 28, 2025

(Amounts in Full Dollars)

Month of February 2025				ACCRUAL BASIS	Year To Date ended February 28, 2025						
Actual	Budget	Variance			Actual	Budget	Variance		Prior Year	Variance	
		Amount	%				Amount	%			
				REVENUES							
1,314,165	356,819	957,346	>100%	Asset Management Project - 30	4,598,831	3,307,126	1,291,705	39%	3,042,373	1,556,458	51%
923,865	450,244	473,621	>100%	Asset Management Project - 31	4,690,749	3,862,133	828,616	21%	4,236,629	454,120	11%
417,363	461,836	(44,473)	-10%	Asset Management Project - 32	680,729	3,788,351	(3,107,622)	-82%	5,657,440	(4,976,711)	-88%
382,674	343,753	38,921	11%	Asset Management Project - 33	3,530,677	3,045,791	484,886	16%	2,768,484	762,192	28%
518,905	529,743	(10,838)	-2%	Asset Management Project - 34	5,510,832	4,578,618	932,214	20%	4,656,882	853,951	18%
765,405	532,407	232,998	44%	Asset Management Project - 35	5,101,110	4,718,166	382,944	8%	4,230,845	870,265	21%
289,246	277,608	11,638	4%	Asset Management Project - 37	2,418,122	2,236,989	181,133	8%	2,169,048	249,073	11%
280,654	288,269	(7,615)	-3%	Asset Management Project - 38	2,756,444	2,417,860	338,584	14%	4,009,350	(1,252,906)	-31%
164,149	167,886	(3,737)	-2%	Asset Management Project - 39	2,221,238	1,371,495	849,743	62%	1,609,879	611,359	38%
241,873	206,894	34,979	17%	Asset Management Project - 40	2,178,593	1,937,164	241,429	12%	1,932,282	246,310	13%
175,558	197,901	(22,343)	-11%	Asset Management Project - 43	1,651,649	1,613,679	37,970	2%	1,644,872	6,777	0%
238,079	248,199	(10,120)	-4%	Asset Management Project - 44	2,083,447	2,013,504	69,943	3%	2,175,663	(92,216)	-4%
227,169	218,280	8,889	4%	Asset Management Project - 45	2,157,772	1,799,613	358,159	20%	1,892,434	265,338	14%
83,839	97,528	(13,689)	-14%	Asset Management Project - 46	797,935	797,627	308	0%	762,000	35,935	5%
149,558	169,926	(20,368)	-12%	Asset Management Project - 49	1,454,597	1,536,498	(81,901)	-5%	1,251,089	203,508	16%
462,835	136,145	326,690	>100%	Asset Management Project - 50	2,897,915	1,109,107	1,788,808	>100%	1,061,334	1,836,581	>100%
-	-	-	0%	Asset Management Project - 52	-	-	-	0%	-	-	0%
\$ 6,635,337	4,683,438	1,951,899	42%	Total Revenues	\$ 44,730,640	40,133,721	4,596,919	11%	43,100,605	1,630,035	4%
				NET INCOME(LOSS)							
(101,631)	(137,223)	35,592	26%	Asset Management Project - 30	(708,795)	(654,660)	(54,135)	-8%	(822,874)	114,079	14%
(172,518)	(15,558)	(156,960)	<-100%	Asset Management Project - 31	(1,161,710)	94,662	(1,256,372)	<-100%	(1,324,795)	163,085	12%
(38,551)	(19,582)	(18,969)	-97%	Asset Management Project - 32	(3,313,539)	(166,402)	(3,147,137)	<-100%	231,600	(3,545,139)	<-100%
(22,793)	(33,062)	10,269	31%	Asset Management Project - 33	(182,154)	(66,945)	(115,209)	<-100%	(350,312)	168,158	48%
(34,458)	(28,549)	(5,909)	-21%	Asset Management Project - 34	6,799	117,984	(111,185)	-94%	(150,828)	157,627	>100%
(224,087)	(72,911)	(151,176)	<-100%	Asset Management Project - 35	(1,785,668)	(136,597)	(1,649,071)	<-100%	(1,009,301)	(776,367)	-77%
(187,193)	10,529	(197,722)	<-100%	Asset Management Project - 37	(1,398,870)	25,487	(1,424,357)	<-100%	(1,504,011)	105,142	7%
(87,993)	(7,167)	(80,826)	<-100%	Asset Management Project - 38	(796,216)	96,840	(893,056)	<-100%	61,087	(857,303)	<-100%
(71,235)	(47,292)	(23,943)	-51%	Asset Management Project - 39	(7,924,030)	(253,753)	(7,670,277)	<-100%	(567,491)	(7,356,540)	<-100%
5,618	(67,752)	73,370	>100%	Asset Management Project - 40	(141,679)	(292,292)	150,613	52%	(302,613)	160,935	53%
(5,799)	15,767	(21,566)	<-100%	Asset Management Project - 43	(35,041)	139,788	(174,829)	<-100%	(288,356)	253,315	88%
48,748	27,266	21,482	79%	Asset Management Project - 44	(247,025)	237,676	(484,701)	<-100%	(154,151)	(92,875)	-60%
(9,270)	15,325	(24,595)	<-100%	Asset Management Project - 45	239,899	163,307	76,592	47%	81,936	157,963	>100%
(68,444)	(5,848)	(62,596)	<-100%	Asset Management Project - 46	(509,912)	(25,939)	(483,973)	<-100%	(540,116)	30,205	6%
(11,204)	(32,224)	21,020	65%	Asset Management Project - 49	(176,612)	(88,623)	(87,989)	-99%	(378,196)	201,584	53%
276,740	16,527	260,213	>100%	Asset Management Project - 50	1,195,950	137,668	1,058,282	>100%	(586,668)	1,782,618	>100%
-	-	-	0%	Asset Management Project - 52	-	-	-	0%	-	-	0%
\$ (704,072)	(381,754)	(322,318)	-84%	Total Net Income(Loss)	\$ (16,938,603)	(671,799)	(16,266,804)	<-100%	(7,605,089)	(9,333,514)	<-100%

**HAWAII PUBLIC HOUSING AUTHORITY
Federal Low Rent Program**

Actual vs Budget Comparison

For the Month of February 2025, and the 8 Months ended February 28, 2025

(Amounts in Full Dollars)

Month of February 2025				CASH BASIS	Year To Date ended February 28, 2025						
Actual	Budget	Variance			Actual	Budget	Variance		Prior Year	Variance	
		Amount	%				Amount	%		Amount	%
				REVENUES							
1,314,165	356,819	957,346	>100%	Asset Management Project - 30	4,598,831	3,307,126	1,291,705	39%	3,042,373	1,556,458	51%
923,865	450,244	473,621	>100%	Asset Management Project - 31	4,690,749	3,862,133	828,616	21%	4,236,629	454,120	11%
417,363	461,836	(44,473)	-10%	Asset Management Project - 32	680,729	3,788,351	(3,107,622)	-82%	5,657,440	(4,976,711)	-88%
382,674	343,753	38,921	11%	Asset Management Project - 33	3,530,677	3,045,791	484,886	16%	2,768,484	762,192	28%
518,905	529,743	(10,838)	-2%	Asset Management Project - 34	5,510,832	4,578,618	932,214	20%	4,656,882	853,951	18%
765,405	532,407	232,998	44%	Asset Management Project - 35	5,101,110	4,718,166	382,944	8%	4,230,845	870,265	21%
289,246	277,608	11,638	4%	Asset Management Project - 37	2,418,122	2,236,989	181,133	8%	2,169,048	249,073	11%
280,654	288,269	(7,615)	-3%	Asset Management Project - 38	2,756,444	2,417,860	338,584	14%	4,009,350	(1,252,906)	-31%
164,149	167,886	(3,737)	-2%	Asset Management Project - 39	2,221,238	1,371,495	849,743	62%	1,609,879	611,359	38%
241,873	206,894	34,979	17%	Asset Management Project - 40	2,178,593	1,937,164	241,429	12%	1,932,282	246,310	13%
175,558	197,901	(22,343)	-11%	Asset Management Project - 43	1,651,649	1,613,679	37,970	2%	1,644,872	6,777	0%
238,079	248,199	(10,120)	-4%	Asset Management Project - 44	2,083,447	2,013,504	69,943	3%	2,175,663	(92,216)	-4%
227,169	218,280	8,889	4%	Asset Management Project - 45	2,157,772	1,799,613	358,159	20%	1,892,434	265,338	14%
83,839	97,528	(13,689)	-14%	Asset Management Project - 46	797,935	797,627	308	0%	762,000	35,935	5%
149,558	169,926	(20,368)	-12%	Asset Management Project - 49	1,454,597	1,536,498	(81,901)	-5%	1,251,089	203,508	16%
462,835	136,145	326,690	>100%	Asset Management Project - 50	2,897,915	1,109,107	1,788,808	>100%	1,061,334	1,836,581	>100%
-	-	-	0%	Asset Management Project - 52	-	-	-	0%	-	-	0%
\$ 6,635,337	4,683,438	1,951,899	42%	Total Revenues	\$ 44,730,640	40,133,721	4,596,919	11%	43,100,605	1,630,035	4%
				NET INCOME(LOSS)							
(28,513)	(123,714)	95,201	77%	Asset Management Project - 30	208,179	(546,588)	754,767	>100%	127,791	80,388	63%
(4,141)	1,109	(5,250)	<-100%	Asset Management Project - 31	745,131	227,998	517,133	>100%	572,979	172,152	30%
(19,470)	(17,582)	(1,888)	-11%	Asset Management Project - 32	(2,798,851)	(150,402)	(2,648,449)	<-100%	724,365	(3,523,215)	<-100%
53,508	(31,062)	84,570	>100%	Asset Management Project - 33	659,399	(50,945)	710,344	>100%	519,791	139,608	27%
101,250	(24,383)	125,633	>100%	Asset Management Project - 34	1,064,652	151,312	913,340	>100%	696,336	368,315	53%
(27,231)	(68,711)	41,480	60%	Asset Management Project - 35	512,205	(102,997)	615,202	>100%	57,531	454,674	>100%
12,278	14,280	(2,002)	-14%	Asset Management Project - 37	337,381	55,495	281,886	>100%	345,271	(7,890)	-2%
37,495	(7,167)	44,662	>100%	Asset Management Project - 38	392,812	96,840	295,972	>100%	1,362,494	(969,682)	-71%
(8,427)	(38,958)	30,531	78%	Asset Management Project - 39	(7,062,410)	(187,081)	(6,875,329)	<-100%	349,119	(7,411,529)	<-100%
10,640	(60,675)	71,315	>100%	Asset Management Project - 40	64,250	(235,676)	299,926	>100%	(68,441)	132,692	>100%
22,779	23,802	(1,023)	-4%	Asset Management Project - 43	362,671	204,068	158,603	78%	269,665	93,006	34%
66,407	28,765	37,642	>100%	Asset Management Project - 44	540,298	249,668	290,630	>100%	683,662	(143,364)	-21%
52,343	17,824	34,519	>100%	Asset Management Project - 45	806,761	183,299	623,462	>100%	661,729	145,032	22%
(15,557)	(4,598)	(10,959)	<-100%	Asset Management Project - 46	77,048	(15,939)	92,987	>100%	77,953	(904)	-1%
19,576	(29,724)	49,300	>100%	Asset Management Project - 49	249,666	(68,623)	318,289	>100%	37,461	212,204	>100%
358,222	21,627	336,595	>100%	Asset Management Project - 50	1,930,655	178,468	1,752,187	>100%	193,529	1,737,127	>100%
-	-	-	0%	Asset Management Project - 52	-	-	-	0%	-	-	0%
\$ 631,160	(299,167)	930,327	>100%	Total Net Income(Loss)	\$ (1,910,153)	(11,103)	(1,899,050)	<-100%	6,611,235	(8,521,388)	<-100%

**HAWAII PUBLIC HOUSING AUTHORITY
Housing Assistance Voucher Programs**

Actual vs Budget Comparison

For the Month of February 2025, and the 8 Months ended February 28, 2025

(Amounts in Full Dollars)

Month of February 2025						Year To Date ended February 28, 2025						
Actual	Budget	Variance				Actual	Budget	Variance		Prior Year	Variance	
		Amount	%					Amount	%			
					REVENUES							
-	-	-	0%		Dwelling Rental Income	-	-	-	0%	-	-	0%
5,983,595	5,601,114	382,481	7%		HUD Operating Grants	45,724,853	44,808,911	915,942	2%	44,065,414	1,659,439	4%
0	-	0	100%		CFP Grant Income	(0)	-	(0)	-100%	(0)	(0)	<-100%
-	-	-	0%		COCC Fee Income	-	-	-	0%	-	-	0%
-	-	-	0%		State CIP Fund	-	-	-	0%	-	-	0%
-	-	-	0%		Grant Income	-	-	-	0%	-	-	0%
53,754	1,960	51,794	>100%		Other Income	253,145	15,681	237,463	>100%	38,447	214,698	>100%
\$	6,037,348	5,603,074	434,274	8%	Total Revenues	45,977,998	44,824,592	1,153,406	3%	44,103,861	1,874,137	4%
					EXPENSES							
300,240	211,725	88,515	42%		Administrative	1,812,877	1,681,963	130,914	8%	1,443,455	369,422	26%
-	-	-	0%		Asset Management Fees	-	-	-	0%	-	-	0%
91,248	102,131	(10,883)	-11%		Management Fees	776,086	817,050	(40,963)	-5%	866,220	(90,134)	-10%
26,207	28,140	(1,933)	-7%		Bookkeeping Fees	214,360	225,120	(10,760)	-5%	225,420	(11,060)	-5%
5,519,375	5,083,275	436,100	9%		Housing Assistance Payments	42,125,242	40,666,197	1,459,045	4%	40,529,257	1,595,985	4%
-	127	(127)	-100%		Tenant Services	204	1,012	(808)	-80%	56,430	(56,226)	-100%
5,547	3,887	1,659	43%		Utilities	26,917	31,098	(4,181)	-13%	27,014	(97)	0%
1,134	981	153	16%		Maintenance	9,032	7,874	1,158	15%	14,727	(5,695)	-39%
401	827	(426)	-51%		Protective Services	5,043	6,620	(1,577)	-24%	6,026	(983)	-16%
966	1,437	(471)	-33%		Insurance	7,731	11,499	(3,768)	-33%	11,499	(3,768)	-33%
4,309	-	4,309	100%		Depreciation Expense	36,368	-	36,368	100%	38,264	(1,896)	-5%
-	-	-	0%		Bad Debt Expense	-	-	-	0%	-	-	0%
(295,934)	12,143	(308,076)	<-100%		General Expenses	781,529	97,140	684,389	>100%	163,115	618,415	>100%
5,653,493	5,444,673	208,820	4%	Total Expenses	45,795,390	43,545,572	2,249,818	-5%	43,381,426	2,413,964	6%	
\$	383,855	158,401	225,454	>100%	Net Income(Loss)	182,608	1,279,021	(1,096,412)	-86%	722,435	(539,827)	-75%
					CASH BASIS:							
383,855	158,401	225,454	>100%	Net Income(loss) per Above	182,608	1,279,021	(1,096,412)	-86%	722,435	(539,827)	-75%	
4,309	-	4,309	100%	Add back non cash items:								
-	-	-	0%	Depreciation Expense	36,368	-	36,368	100%	38,264	(1,896)	-5%	
				Bad Debt Expense	-	-	-	0%	-	-	0%	
\$	388,164	158,401	229,763	>100%		218,976	1,279,021	(1,060,044)	-83%	760,699	(541,723)	-71%

HAWAII PUBLIC HOUSING AUTHORITY
State Low Rent
Actual vs Budget Comparison
For the Month of February 2025, and the 8 Months ended February 28, 2025

(Amounts in Full Dollars)

Month of February 2025				
Actual	Budget	Variance		
		Amount	%	%
113,312	120,928	(7,616)	-6%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
45,507	-	45,507	100%	
3,420	2,514	906	36%	
\$ 162,239	123,442	38,797	31%	

43,986	58,141	(14,155)	-24%
-	-	-	0%
18,348	20,103	(1,755)	-9%
1,820	1,988	(168)	-8%
-	-	-	0%
-	833	(833)	-100%
72,587	72,779	(192)	0%
142,216	141,078	1,138	1%
8,742	12,782	(4,040)	-32%
5,128	4,624	504	11%
106,210	-	106,210	100%
(16,347)	6,011	(22,358)	<-100%
-	-	-	0%
382,690	318,339	64,351	20%
\$ (220,450)	(194,897)	(25,553)	-13%

(220,450)	(194,897)	(25,553)	-13%
106,210	-	106,210	100%
(16,347)	6,011	(22,358)	<-100%
\$ (130,587)	(188,886)	58,299	31%

REVENUES

Dwelling Rental Income
HUD Operating Grants
CFP Grant Income
COCC Fee Income
State CIP Fund
Grant Income
Other Income

Total Revenues

EXPENSES

Administrative
Asset Management Fees
Management Fees
Bookkeeping Fees
Housing Assistance Payments
Tenant Services
Utilities
Maintenance
Protective Services
Insurance
Depreciation Expense
Bad Debt Expense
General Expenses

Total Expenses

Net Income(Loss)

CASH BASIS:

Net Income(loss) per Above
Add back non cash items:
Depreciation Expense
Bad Debt Expense

Year To Date ended February 28, 2025						
Actual	Budget	Variance		Prior Year	Variance	
		Amount	%		Amount	%
952,934	957,902	(4,968)	-1%	940,455	12,479	1%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
-	-	-	0%	7,306	(7,306)	-100%
1,003,761	1,676,076	(672,315)	-40%	628,117	375,644	60%
50,435	20,112	30,323	>100%	57,370	(6,935)	-12%
2,007,130	2,654,090	(646,960)	-24%	1,633,248	373,883	23%

365,589	439,825	(74,236)	-17%	337,877	27,712	8%
-	-	-	0%	-	-	0%
150,249	158,588	(8,339)	-5%	155,634	(5,386)	-3%
14,884	15,696	(812)	-5%	15,390	(506)	-3%
-	-	-	0%	-	-	0%
169	7,664	(7,495)	-98%	4,400	(4,231)	-96%
551,491	582,232	(30,741)	-5%	514,593	36,898	7%
990,284	1,169,547	(179,263)	-15%	871,743	118,542	14%
88,397	102,256	(13,859)	-14%	86,177	2,220	3%
39,419	36,992	2,427	7%	37,063	2,355	6%
849,904	-	849,904	100%	850,709	(805)	0%
102,354	48,088	54,266	>100%	98,915	3,439	3%
-	-	-	0%	-	-	0%
3,152,739	2,560,888	591,851	-23%	2,972,501	180,238	6%
(1,145,609)	93,202	(1,238,811)	<-100%	(1,339,253)	193,644	14%

(1,145,609)	93,202	(1,238,811)	<-100%	(1,339,253)	193,644	14%
849,904	-	849,904	100%	850,709	(805)	0%
102,354	48,088	54,266	>100%	98,915	3,439	3%
(193,351)	141,290	(334,641)	<-100%	(389,629)	196,278	50%

HAWAII PUBLIC HOUSING AUTHORITY
State Elderly Program
Actual vs Budget Comparison
For the Month of February 2025, and the 8 Months ended February 28, 2025

(Amounts in Full Dollars)

Month of February 2025						Year To Date ended February 28, 2025						
Actual	Budget	Variance		%		Actual	Budget	Variance		Prior Year	Variance	
		Amount						Amount	%		Amount	%
					REVENUES							
201,712	190,155	11,557	6%	Dwelling Rental Income	1,582,871	1,521,240	61,631	4%	1,510,780	72,091	5%	
-	-	-	0%	HUD Operating Grants	-	-	-	0%	-	-	0%	
-	-	-	0%	CFP Grant Income	-	-	-	0%	-	-	0%	
-	-	-	0%	COCC Fee Income	-	-	-	0%	-	-	0%	
-	-	-	0%	State CIP Fund	-	-	-	0%	14,612	(14,612)	-100%	
200,000	-	200,000	100%	Grant Income	200,000	22,464	177,536	>100%	1,051,167	(851,167)	-81%	
3,134	6,683	(3,549)	-53%	Other Income	65,988	53,464	12,524	23%	96,104	(30,116)	-31%	
\$ 404,846	196,838	208,008	>100%	Total Revenues	1,848,859	1,597,168	251,691	16%	2,672,663	(823,805)	-31%	
					EXPENSES							
64,166	65,074	(908)	-1%	Administrative	509,073	516,812	(7,739)	-1%	516,443	(7,370)	-1%	
-	-	-	0%	Asset Management Fees	-	-	-	0%	-	-	0%	
14,516	15,695	(1,179)	-8%	Management Fees	115,952	125,560	(9,608)	-8%	108,347	7,606	7%	
4,126	4,321	(195)	-5%	Bookkeeping Fees	32,994	34,568	(1,574)	-5%	32,280	714	2%	
-	-	-	0%	Housing Assistance Payments	-	-	-	0%	-	-	0%	
-	977	(977)	-100%	Tenant Services	2,340	7,816	(5,476)	-70%	7,008	(4,668)	-67%	
86,280	133,030	(46,750)	-35%	Utilities	908,699	1,064,240	(155,541)	-15%	956,177	(47,478)	-5%	
82,369	111,162	(28,793)	-26%	Maintenance	785,677	891,696	(106,019)	-12%	827,045	(41,368)	-5%	
-	234	(234)	-100%	Protective Services	1,170	1,872	(702)	-38%	3,967	(2,797)	-71%	
34,068	7,563	26,505	>100%	Insurance	124,751	60,504	64,247	>100%	60,602	64,149	>100%	
151,429	-	151,429	100%	Depreciation Expense	1,211,438	-	1,211,438	100%	1,211,438	-	0%	
(601)	-	(601)	-100%	Bad Debt Expense	818	-	818	100%	7,572	(6,755)	-89%	
-	-	-	0%	General Expenses	-	-	-	0%	-	-	0%	
436,352	338,056	98,296	29%	Total Expenses	3,692,913	2,703,068	989,845	-37%	3,730,880	(37,967)	-1%	
\$ (31,506)	(141,218)	109,712	78%	Net Income(Loss)	(1,844,054)	(1,105,900)	(738,154)	-67%	(1,058,217)	(785,837)	-74%	
					CASH BASIS:							
(31,506)	(141,218)	109,712	78%	Net Income(loss) per Above	(1,844,054)	(1,105,900)	(738,154)	-67%	(1,058,217)	(785,837)	-74%	
					Add back non cash items:							
151,429	-	151,429	100%	Depreciation Expense	1,211,438	-	1,211,438	100%	1,211,438	-	0%	
(601)	-	(601)	-100%	Bad Debt Expense	818	-	818	100%	7,572	(6,755)	-89%	
\$ 119,322	(141,218)	260,540	>100%		(631,799)	(1,105,900)	474,101	43%	160,793	(792,592)	<-100%	

HAWAII PUBLIC HOUSING AUTHORITY
State Rent Supplement Program
Actual vs Budget Comparison
For the Month of February 2025, and the 8 Months ended February 28, 2025

(Amounts in Full Dollars)

Month of February 2025						Year To Date ended February 28, 2025						
Actual	Budget	Variance				Actual	Budget	Variance		Prior Year	Variance	
		Amount	%					Amount	%			
REVENUES												
-	-	-	0%	Dwelling Rental Income		-	-	-	0%	-	-	0%
-	-	-	0%	HUD Operating Grants		-	-	-	0%	-	-	0%
-	-	-	0%	CFP Grant Income		-	-	-	0%	-	-	0%
-	-	-	0%	COCC Fee Income		-	-	-	0%	-	-	0%
-	-	-	0%	State CIP Fund		-	-	-	0%	-	-	0%
20,000	-	20,000	100%	Grant Income		1,614,101	1,727,858	(113,757)	-7%	4,489,903	(2,875,802)	-64%
26	15	11	78%	Other Income		80	117	(37)	-32%	158	(78)	-50%
\$ 20,026	15	20,011	>100%	Total Revenues		1,614,181	1,727,976	(113,795)	-7%	4,490,061	(2,875,880)	-64%
EXPENSES												
26,944	8,717	18,227	>100%	Administrative		128,475	66,481	61,994	93%	61,211	67,264	>100%
-	-	-	0%	Asset Management Fees		-	-	-	0%	-	-	0%
534	1,275	(741)	-58%	Management Fees		4,230	10,200	(5,970)	-59%	4,548	(318)	-7%
335	799	(464)	-58%	Bookkeeping Fees		2,651	6,392	(3,741)	-59%	2,850	(199)	-7%
90,898	181,475	(90,577)	-50%	Housing Assistance Payments		669,303	1,451,800	(782,497)	-54%	671,571	(2,268)	0%
-	7	(7)	-100%	Tenant Services		68	55	13	25%	68	-	0%
126	144	(18)	-13%	Utilities		1,146	1,155	(8)	-1%	1,002	144	14%
48	35	13	38%	Maintenance		373	277	95	34%	542	(169)	-31%
16	36	(20)	-55%	Protective Services		211	286	(74)	-26%	243	(31)	-13%
194	54	140	>100%	Insurance		1,550	432	1,118	>100%	432	1,118	>100%
-	-	-	0%	Depreciation Expense		-	-	-	0%	-	-	0%
-	-	-	0%	Bad Debt Expense		-	-	-	0%	-	-	0%
-	-	-	0%	General Expenses		-	-	-	0%	-	-	0%
119,095	192,542	(73,447)	-38%	Total Expenses		808,008	1,537,077	(729,069)	47%	742,466	65,541	9%
\$ (99,069)	(192,527)	93,458	49%	Net Income(Loss)		806,173	190,899	615,274	>100%	3,747,595	(2,941,422)	-78%
CASH BASIS:												
(99,069)	(192,527)	93,458	49%	Net Income(loss) per Above		806,173	190,899	615,274	>100%	3,747,595	(2,941,422)	-78%
-	-	-	0%	Add back non cash items:								
-	-	-	0%	Depreciation Expense		-	-	-	0%	-	-	0%
-	-	-	0%	Bad Debt Expense		-	-	-	0%	-	-	0%
\$ (99,069)	(192,527)	93,458	49%			806,173	190,899	615,274	>100%	3,747,595	(2,941,422)	-78%

HAWAII PUBLIC HOUSING AUTHORITY
Section 8 Contract Administration
Actual vs Budget Comparison
For the Month of February 2025, and the 8 Months ended February 28, 2025

(Amounts in Full Dollars)

Month of February 2025				
Actual	Budget	Variance		
		Amount	%	
-	-	-	0%	
4,604,147	4,191,017	413,130	10%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
41	41	(0)	0%	
\$ 4,604,188	4,191,058	413,130	10%	

138,783	95,754	43,030	45%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
4,293,580	4,045,461	248,119	6%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
1,266	1,037	229	22%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
4,433,630	4,142,252	291,377	7%	
\$ 170,558	48,805	121,753	>100%	

170,558	48,805	121,753	>100%	
-	-	-	0%	
-	-	-	0%	
\$ 170,558	48,805	121,753	>100%	

REVENUES

Dwelling Rental Income
HUD Operating Grants
CFP Grant Income
COCC Fee Income
State CIP Fund
Grant Income
Other Income

Total Revenues

EXPENSES

Administrative
Asset Management Fees
Management Fees
Bookkeeping Fees
Housing Assistance Payments
Tenant Services
Utilities
Maintenance
Protective Services
Insurance
Depreciation Expense
Bad Debt Expense
General Expenses

Total Expenses

Net Income(Loss)

CASH BASIS:

Net Income(loss) per Above
Add back non cash items:
Depreciation Expense
Bad Debt Expense

Year To Date ended February 28, 2025						
Actual	Budget	Variance		Prior Year	Variance	
		Amount	%		Amount	%
-	-	-	0%	-	-	0%
34,743,240	33,528,135	1,215,105	4%	32,944,886	1,798,354	5%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
345	326	19	6%	319	26	8%
34,743,585	33,528,461	1,215,124	4%	32,945,205	1,798,380	5%

941,356	751,734	189,622	25%	743,786	197,570	27%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
33,479,220	32,363,690	1,115,529	3%	31,828,354	1,650,866	5%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
10,127	8,299	1,828	22%	8,299	1,828	22%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
34,430,703	33,123,723	1,306,980	-4%	32,580,439	1,850,264	6%
312,882	404,738	(91,856)	-23%	364,766	(51,884)	-14%

312,882	404,738	(91,856)	-23%	364,766	(51,884)	-14%
-	-	-	0%	-	-	0%
-	-	-	0%	-	-	0%
312,882	404,738	(91,856)	-23%	364,766	(51,884)	-14%

HAWAII PUBLIC HOUSING AUTHORITY
Central Office Cost Center
Actual vs Budget Comparison
For the Month of February 2025, and the 8 Months ended February 28, 2025
(Amounts in Full Dollars)

Month of February 2025				
Actual	Budget	Variance		
		Amount	%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
1,978,125	525,265	1,452,860	>100%	
-	-	-	0%	
(71,718)	-	(71,718)	-100%	
210,252	576,959	(366,707)	-64%	
<hr/>				
\$ 2,116,659	1,102,224	1,014,435	92%	
<hr/>				
769,952	1,153,741	(383,790)	-33%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
-	-	-	0%	
-	877	(877)	-100%	
5,658	14,286	(8,628)	-60%	
217,486	259,991	(42,505)	-16%	
1,841	3,070	(1,229)	-40%	
3,146	3,108	38	1%	
12,384	-	12,384	100%	
-	-	-	0%	
17,134	115	17,019	>100%	
<hr/>				
1,027,601	1,435,189	(407,589)	-28%	
<hr/>				
\$ 1,089,058	(332,965)	1,422,024	>100%	
<hr/>				
1,089,058	(332,965)	1,422,024	>100%	
<hr/>				
12,384	-	12,384	100%	
-	-	-	0%	
<hr/>				
\$ 1,101,442	(332,965)	1,434,408	>100%	

REVENUES

Dwelling Rental Income
HUD Operating Grants
CFP Grant Income
COCC Fee Income
State CIP Fund
Grant Income
Other Income

Total Revenues

EXPENSES

Administrative
Asset Management Fees
Management Fees
Bookkeeping Fees
Housing Assistance Payments
Tenant Services
Utilities
Maintenance
Protective Services
Insurance
Depreciation Expense
Bad Debt Expense
General Expenses

Total Expenses

Net Income(Loss)

CASH BASIS:

Net Income(loss) per Above
Add back non cash items:
Depreciation Expense
Bad Debt Expense

Year To Date ended February 28, 2025							
Actual	Budget	Variance		Prior Year	Variance		
		Amount	%		Amount	%	
-	-	-	0%	-	-	0%	
-	-	-	0%	-	-	0%	
-	-	-	0%	-	-	0%	
5,506,462	4,235,311	1,271,151	30%	4,160,248	1,346,214	32%	
-	-	-	0%	-	-	0%	
(3,032,643)	341,710	(3,374,354)	<-100%	208,215	(3,240,859)	<-100%	
1,750,917	4,526,451	(2,775,534)	-61%	1,821,568	(70,650)	-4%	
<hr/>							
4,224,735	9,103,472	(4,878,737)	-54%	6,190,031	(1,965,295)	-32%	
<hr/>							
6,609,665	9,046,453	(2,436,788)	-27%	5,881,878	727,788	12%	
-	-	-	0%	-	-	0%	
-	-	-	0%	-	-	0%	
-	-	-	0%	-	-	0%	
-	-	-	0%	-	-	0%	
12,619	7,019	5,600	80%	2,351	10,267	>100%	
84,541	114,286	(29,745)	-26%	101,562	(17,021)	-17%	
1,957,160	2,080,576	(123,416)	-6%	2,013,942	(56,783)	-3%	
23,275	24,562	(1,287)	-5%	25,109	(1,834)	-7%	
25,169	24,863	307	1%	24,809	360	1%	
100,837	-	100,837	100%	120,216	(19,379)	-16%	
-	-	-	0%	-	-	0%	
48,274	919	47,355	>100%	71,944	(23,670)	-33%	
<hr/>							
8,861,540	11,298,678	(2,437,138)	22%	8,241,811	619,729	8%	
<hr/>							
(4,636,805)	(2,195,206)	(2,441,599)	<-100%	(2,051,781)	(2,585,024)	<-100%	
<hr/>							
(4,636,805)	(2,195,206)	(2,441,599)	<-100%	(2,051,781)	(2,585,024)	<-100%	
<hr/>							
100,837	-	100,837	100%	120,216	(19,379)	-16%	
-	-	-	0%	-	-	0%	
<hr/>							
(4,535,968)	(2,195,206)	(2,340,762)	<-100%	(1,931,565)	(2,604,403)	<-100%	

III. Procurement

A. Solicitation(s) Issued in March 2025:

- Solicitation No. RFQ-PMB-10-2025
Furnish Fence Installation Services at Piilani Homes Under Asset Management Project 39 on Maui
Quote Due Date: April 8, 2025
- Solicitation No. IFB-PMB-11-2025
Furnish Security Services at Various Properties Under Asset Management Project 31, 32 and 35 on Oahu
Bid Due Date: April 9, 2025

B. Contract(s) Executed in March 2025:

1. MEI Corporation
 - *Contract No.:* CMS 25-15
 - *Purpose:* Provide Labor and Equipment for Demolition of Remaining Buildings at Piilani Homes (AMP 39) on Maui
 - *End Date:* 90 Calendar Days from Notice to Proceed
 - *Total Contract Amount:* \$970,000.00
2. Paul's Electrical Contracting, LLC
 - *Contract No.:* CMS 24-03-SC01
 - *Purpose:* Provide Additional Design Plans for Utility and Building Upgrades at Kahekili Terrace (AMP 39) on Maui
 - *Completion Date:* March 10, 2027
 - *Supplemental Amount:* \$724,015.00
 - *Total Contract Amount:* \$4,923,715.00
3. Govolution, LLC
 - *Contract No.:* FMO 22-01-SC03
 - *Purpose:* Increase Compensation for Online Tenant Rent Payment Services Statewide
 - *End Date:* April 30, 2025
 - *Supplemental Amount:* \$690.75
 - *Total Contract Amount:* \$7,887.75
4. Doonwood Engineering, Inc.
 - *Contract No.:* PMB 22-07-SC02
 - *Purpose:* Continue to Provide Preventive Maintenance Services to Sewage Lift Pump Station at Kauhale Ohana (AMP 45) on Oahu
 - *End Date:* March 31, 2026
 - *Supplemental Amount:* \$5,300.00

- *Total Contract Amount:* \$15,300.00

5. Heide & Cook, LLC

- *Contract No.:* PMB 21-01-SC03
- *Purpose:* Continue to Provide Preventive Maintenance Services to Elevators at Kamalu and Hoolulu (MU 42) on Oahu
- *End Date:* March 31, 2026
- *Supplemental Amount:* \$25,968.00
- *Total Contract Amount:* \$99,408.00

C. Planned Solicitation and Contract Activities for April / May 2025

Upcoming Solicitations:

- *Request for Quotes:* Tree Trimming and Removal Services for AMP 38 on Kauai
- *Request for Quotes:* Towing Services for the HPHA Administrative Offices on Oahu
- *Request for Quotes:* Roof Coating Services at AMP 34 on Oahu
- *Request for Quotes:* Window Repair Services at AMP 34 on Oahu
- *Invitation for Bids:* Furnish Refrigerators for State and Federal Low Income Public Housing Properties on Oahu, Kauai, Maui, Molokai and Hawaii Island
- *Invitation for Bids:* Laundry Services for AMPs 34, 35, 44 and 49 on Oahu
- *Request for Proposals:* Property Management and Maintenance Services for the Ka Hale O Kamehaikana Community Resource Center on Oahu

Planned Contracts:

Execute New/Supplemental Contracts for various services on an ongoing basis as determined necessary and in the best interest of the State. Contract extensions may include services such as property management, preventive maintenance, security, refuse collection, and custodial services.

IV. Development

A. Kuhio Park Terrace Low-Rises and Kuhio Homes Redevelopment

- *Building permits:* Building permits have been approved and issued.

- Architecture and Construction

General Contractor (GC) is working on an updated Schedule of Values. Contract terms between the GC and Hawaiian Dredging are currently being drafted and will be reviewed by HPHA and Highridge Costa.

- Relocation update

The consultant, Seneca Relocation Services, will continue relocation activities onsite with all the families. Coordination continues between all HPHA property managers and Michaels' property managers to identify units for relocation. Highridge Costa has stepped in to manage this process.

Moves that have taken place as of 4/09/25:

35 Moves to date
3 Moves Scheduled
12 Locations Selected

- Financing update

City and County of Honolulu has submitted the \$8MM Grant letter to HPHA for review and comments. Highridge Costa is developing both debt & equity summaries for bond negotiations expected to begin in early April.

- Agreements

Highridge Costa is currently working with HPHA to finalize the following agreements:

1. Completed Transfer Agreement between HPHA, TMO, and HCDC awaits HPHA signature.
2. The HPHA Board-approved Disposition and Development Agreement will be circulated for execution shortly.
3. Ground Lease is under review by Highridge Costa.
4. Use Agreement is also under review.
5. Condo Regime Documents are being managed by Highridge Costa to move the approval process forward.

B. School Street Elderly Housing Redevelopment

Vertical construction continues to progress smoothly with no anticipated delays. As of 3/27/2025, construction is roughly 21.2% complete, with no delays in construction or cost overruns anticipated.

C. Ka Lei Momi

- The resubmitted financial application to HHFDC for Mayor Wright Homes, Tower 1A, is awaiting the 2025 funding announcements, which are expected in August 2025. Mayor Wright Homes' working drawings continue to progress. Tower 1B has received comments from the assigned HUD architect, and the architectural team is working on responses and resubmittal of drawings where necessary. The Mayor Wright Homes Design Development Drawings ("DD") are at 50% and on track to be completed in Q2 2025 for Tower 1A, with Tower 1B following by 4-6 weeks.
- Kapaa Homes continues to await a funding award from HHFDC. Received first HUD architectural review comments, which resulted in updated site and floor plans. Some comments will be resolved during the DD phase. Final schematic design is expected by May 2025. Development Drawings ("DD") are expected in Q3 2025. Submission for construction permits is anticipated by Q4 2025. NEPA Finding of No Significant Impact (FONSI) targeted for Q4 2025. Section 18 application submittal to HUD projected for Q4 2025
- Both Kaahumanu Homes Phase I and Lanakila Homes Phase I have been submitted for financing in the 2025 HHFDC Funding Round, which will be announced in August. The consultant team continues to progress the NEPA process for both projects. NEPA Finding of No Significant Impact (FONSI) for expected in Q4 2025 for Lanakila Homes and Q1 2026 for Kaahumanu Homes.
- Planning and due diligence continue for other Ka Lei Momi sites. Master planning analysis will begin soon for the following Alternative Sites; Kekaha Haaheo, Hale Nana Kai Okea, Lokahi, and Hale Olaola.

V. Construction Management

A. Mau'i County Projects

- David Malo Circle and Pi'ilani Homes Demolition: Environmental Assessment, EA: The Governor has reviewed and signed the EA, and it has been uploaded in HEROS (HUD Environmental Review Online System) for submission to the Department of Housing and Urban Development (HUD). The public has until April 24 to comment. The demolition contract has been executed to demolish the remaining standing buildings not demolished by FEMA at Pi'ilani Homes and to apply a weed-inhibiting mesh over both sites utilizing the Emergency

Proclamation Relating to Wildfires. A pre-construction meeting and the notice to proceed are being planned for April.

- Kahekili Terrace Utility Improvements: Supplemental Contract to replace all the obsolete panels is executed. The additional work is underway. The permit plans are being prepared for submission to the Maui Building Department.

B. State Capital Improvement Projects (CIP) & Federal Capital Fund Program (CFP), Training, Staffing and other Activities

State Capital Improvement Program (CIP): HPHA was successful in executing 7 contracts for another 55 EP Vacant Units before the EP sunsets on April 4, 2025. These contracts are funded with CIP General Funds that have a June 30, 2025, encumbrance deadline.

VI. Human Resources

A. Staffing Summary

Filled Positions (FTW):	293
Tenant Aide Program:	17
Vacancies:	93

B. Recruitment

HPHA conducted interviews and made hiring decisions across multiple positions, including Development Specialist, Program Specialist, Public Housing Specialist II/I, Social Service Assistant IV, Administrative Assistant II/I, Account Clerk III and II, Office Assistant III, Carpenter I, Building Maintenance Worker II and I.