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23 UNITED STATES DISTRICT COURT
24 NORTHERN DISTRICT OF CALIFORNIA
25 SAN FRANCISCO DIVISION

26 AMERICAN COUNCIL OF THE BLIND, a
27 District of Columbia non-profit corporation,
28 TAMMY RENEE COOPER, SCARLETT
MILES, MARVELENA QUESADA, ARLENE
DOHERTY, ALICE MARJORIE DONOVAN,
BILLIE JEAN KEITH, GEORGE P. SMITH,
DOROTHY JACKSON, MARY ANN
ALEXANDER, and LAURA M. RUSSELL, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

MICHAEL J. ASTRUE, Commissioner of the
Social Security Administration, in her official
capacity, and SOCIAL SECURITY
ADMINISTRATION

Defendants.

Case No.: C 05-4696 MJJ

**SECOND AMENDED COMPLAINT
FOR DECLARATORY AND
INJUNCTIVE RELIEF**

(CLASS ACTION)

INTRODUCTION

1
2
3 1. Millions of blind and visually impaired Americans rely on benefits from
4 the Social Security Administration (“SSA”) to meet their basic needs. They are
5 among the 48 million Americans who receive benefits from the Old Age, Survivors
6 and Disability Insurance (“OASDI”) program based on an earnings history, and the
7 seven million Americans who receive Supplemental Security Income (“SSI”) based
8 on financial need and either age, blindness, or other disabilities. Despite the
9 obvious and critical importance of these benefits, SSA regularly communicates with
10 blind and visually impaired persons in standard print format, which they cannot
11 read. SSA regularly suspends the benefits of blind and visually impaired recipients
12 for failing to comply with requirements set forth in standard print documents that
13 they cannot read and for failing to return printed forms that they cannot complete.
14 As a result, many have suffered extreme financial and personal hardship. Others
15 have felt compelled to divulge private information, including their Social Security
16 Numbers, to sighted third parties and have become more susceptible to identity
17 theft.

18 2. Section 504 of the Rehabilitation Act of 1973 and federal regulations
19 require SSA to communicate effectively with its applicants, beneficiaries, and
20 recipients. SSA must reasonably accommodate blind and visually impaired
21 persons to ensure that they have an equal opportunity to participate in and enjoy
22 the benefits of SSA programs. Such reasonable accommodations for persons with
23 impaired vision would ordinarily include readers, Brailled materials, audio
24 recordings, electronic mail, large print format and computer disks. Over three
25 decades after the enactment of the Rehabilitation Act, however, SSA refuses to
26 communicate with blind and visually impaired persons in these or any other
27 accessible formats. Such conduct bars blind and visually impaired persons from
28 participating equally in SSA programs and deprives them of critical benefits without

1 meaningful notice in violation of Section 504 of the Rehabilitation Act and the Due
2 Process Clause of the Fifth Amendment to the United States Constitution.

3 **JURISDICTION AND VENUE**

4 3. This Court has jurisdiction over this action pursuant to 28 U.S.C.
5 §§ 1331 and 1361. Plaintiffs seek a declaration of rights pursuant to the
6 Declaratory Judgment Act, 28 U.S.C. §§ 2201, 2202.

7 4. Plaintiffs Marvelena Quesada, Arlene Doherty, Alice Marjorie
8 Donovan, and George P. Smith reside within this District. Venue is proper pursuant
9 to 28 U.S.C. § 1391(b) in the Northern District of California because a substantial
10 part of the events giving rise to Plaintiffs' claims occurred in this District and
11 because Defendants maintain several offices and operate in this District.

12 **PARTIES**

13 5. Plaintiff American Council of the Blind ("ACB") is a national
14 membership organization of blind and visually impaired persons organized as a
15 non-profit corporation under the laws of the District of Columbia. ACB brings this
16 action on behalf of its blind and visually impaired members who are suffering
17 deprivations of their rights and protected interests as a result of Defendants'
18 conduct and policies. ACB has approximately eighteen thousand members
19 nationwide, many of whom are blind or visually impaired.

20 6. Plaintiff Tammy Renee Cooper is a blind, 38 year old recipient of SSI
21 and beneficiary of Social Security Disability Insurance ("SSDI"), which is part of the
22 OASDI program, based on blindness. She resides in Los Angeles, California.

23 7. Plaintiff Scarlett Miles is a visually impaired, 56 year old recipient of
24 SSI based on blindness. She resides in Eagle Point, Oregon.

25 8. Plaintiff Marvelena Quesada is a blind 33 year old beneficiary of SSDI
26 based on blindness and has received SSI based on blindness. She resides in San
27 Francisco, California.

1 9. Plaintiff Arlene Doherty is a blind, 72 year old beneficiary of Social
2 Security retirement insurance benefits, which are part of the OASDI program,
3 based on age and a prior recipient of SSI based on blindness. She resides in San
4 Francisco, California.

5 10. Plaintiff Alice Marjorie Donovan is a blind, 45 year old recipient of SSI
6 based on blindness. She resides in Burlingame, California.

7 11. Plaintiff Billie Jean Keith is a visually impaired, 69 year old beneficiary
8 of Social Security retirement insurance benefits based on age and a prior recipient
9 of SSI based on blindness. She resides in Arlington, Virginia.

10 12. Plaintiff George P. Smith is a blind, 65 year old recipient of SSI and a
11 beneficiary of SSDI benefits based on blindness, residing in Oakland, California.

12 13. Plaintiff Dorothy Jackson is an 82 year old Social Security Retirement
13 beneficiary whose small retirement benefit is supplemented by an SSI grant based
14 on age and blindness. In addition she has served as representative payee for
15 Melvin Jackson, her husband, who received a small spousal retirement benefit
16 supplemented by an SSI grant based on age, until he died in September 2007.
17 Mrs. Jackson resides in North Hollywood in the City of Los Angeles, California.

18 14. Plaintiff Mary Ann Alexander is a 46 year old recipient of SSDI benefits
19 based on blindness and is a representative payee for her daughter, Julianne, who
20 is 17 and receives auxiliary SSDI benefits. Ms. Alexander resides in East
21 Stroudsburg, Pennsylvania.

22 15. Plaintiff Laura M. Russell is a 61 year old recipient of SSI and SSDI
23 benefits based on blindness. Additionally, she receives some benefits through her
24 husband, himself a legally blind recipient of SSI and SSDI, and is a representative
25 payee for her son, Kevin Michael Russell, who receives Social Security benefits
26 based on developmental disability. Mrs. Russell resides in Los Angeles, California.

27 16. Defendant Michael J. Astrue is the Commissioner of SSA. As such, he
28 is charged by federal law with administering and supervising all benefits programs

1 administered by SSA nationwide, including SSI, OASDI, and Special Veterans
2 Benefits under Title VIII of the Social Security Act. He is also responsible for taking
3 new Medicare applications and for determining eligibility for the Low Income
4 Subsidy under the Medicare Part D prescription drug benefit. He is sued in his
5 capacity as the official charged with performing the statutory and regulatory duties
6 of SSA and with supervisory responsibility over SSA and its divisions, agents,
7 employees and representatives.

8 17. Defendant Social Security Administration administers and supervises
9 all SSA benefits programs nationwide, including SSI, OASDI, and Special Veterans
10 Benefits under Title VIII of the Social Security Act, as well as taking new Medicare
11 applications and for determining eligibility for the Low Income Subsidy under the
12 Medicare Part D prescription drug benefit.

13 18. All divisions, agents, employees and representatives of Defendants
14 were acting within the scope of their agency or employment while making any of
15 the statements and committing any of the acts alleged herein. Defendants and any
16 of their respective divisions, agents, employees and representatives each acted as
17 the agent or representative of each other in committing any of the acts or making
18 any of the statements alleged herein.

19 **CLASS ACTION ALLEGATIONS**

20 19. Plaintiffs ACB, Tammy Renee Cooper, Scarlett Miles, Marvelena
21 Quesada, Arlene Doherty, Alice Marjorie Donovan, Billie Jean Keith, George P.
22 Smith, Dorothy Jackson, Mary Ann Alexander and Laura M. Russell ("Plaintiffs")
23 bring this complaint on behalf of themselves and as representatives of a class of
24 similarly situated persons. The class consists of all current and future applicants,
25 beneficiaries, recipients, and representative payees of SSA programs who have
26 visual impairments that substantially limit the major life activity of seeing and
27 require accessible formats to ensure access to the information that SSA provides to
28 applicants, beneficiaries, and recipients of its programs.

1 25. SSA only provides such individual notices in standard print format.
2 Despite repeated requests and complaints, SSA refuses to provide individual
3 notices in formats that are accessible to blind persons, such as Braille, large print,
4 electronic mail and audiotape recording.

5 26. Standard print notices about individual benefits are difficult to
6 comprehend, analyze, and recall based on a single reading. (See, for example,
7 Exhibits 1 and 2.) They are even more difficult to comprehend based on hearing
8 the information read aloud a single time. Such notices often establish requirements
9 and rapid deadlines that blind persons cannot meet unless they are provided in
10 accessible format. Such notices typically state that SSA will suspend benefits if the
11 beneficiary or recipient does not respond within a short time frame. (See, for
12 example, Exhibit 3.) In particular, written notice of suspension of SSI benefits
13 requires recipients and beneficiaries to file an appeal within ten days in order for
14 their SSI benefits to continue pending determination on appeal. Other written
15 notices require blind persons to provide financial and medical records, which blind
16 persons cannot gather quickly or without sighted assistance, which can be quite
17 expensive. Because blind persons often cannot comply with these requirements
18 and deadlines without having the requests in an accessible format, their SSA
19 benefits are suspended or terminated for failure to comply. This conduct on the
20 part of SSA deprives blind persons of equal access to essential information they
21 need to maintain their benefits.

22 27. SSA also provides more general information in its benefits publications
23 to applicants, beneficiaries, and recipients about its programs, including:
24 discussions of applicable rules, procedures, and conditions on eligibility for
25 benefits; procedures and rights pertaining to appealing adverse determinations;
26 and the duties imposed upon beneficiaries and recipients.

27 28. While SSA provides a select list of publications about its programs in
28 accessible formats, SSA has not adequately publicized the availability of such

1 information or trained its staff in field offices or at the SSA 800 toll-free telephone
2 number to ensure that blind persons are informed of its availability. Indeed, many
3 blind persons who request such information are told that it does not exist. Callers
4 who do receive program information must know to ask for precise publication titles
5 or get additional SSA contact numbers — information that is not readily obtainable
6 from SSA. This conduct deprives blind persons of equal access to essential
7 program information they need to maintain their benefits.

8 29. In 2002, SSA advised in Program Operations Manual System
9 ("POMS"), an operations manual designed to instruct SSA personnel on agency
10 policy, that it would record the preference of blind beneficiaries to receive benefits
11 information in Braille, but that it could not actually provide such information in
12 Braille at that time. In POMS DI 11005.070 B. 2. e., SSA advised that blind
13 beneficiaries could request (but not receive) benefits information to be provided in
14 Braille. But this provision was eliminated earlier this year. The latest POMS DI
15 11005.070 B. 2. e. reads: "Braille notices are no longer available." Because it
16 does not provide Braille, SSA recently advised in EM-050209, an internal SSA
17 "policy instruction," that beneficiaries who elect to receive written notices in Braille
18 should nevertheless be provided standard print notice by U.S. mail.

19 30. The POMS list two "options" for blind persons who request benefits
20 information in an accessible format: a "supplemental telephone call within five
21 working days after the initial notice is mailed"; or a standard print notice sent by
22 certified U.S. mail. A person who requests supplemental telephone calls will only
23 get some notices read over the telephone. According to POMS NL 00603.030,
24 SSA does not offer to read all notices sent, only "vital" notices pertaining to
25 "decisions, determinations or proposed actions" that affect benefits. SSA policy
26 does not require other communications to be read over the telephone, such as
27 notices of appointments with SSA, requests for documents, notices pertaining to
28

1 consultative examinations and other actions necessary for re-determination of
2 eligibility. Neither option provides effective communication to blind persons.

3 31. A telephone call to read only certain notices sent cannot fully or
4 effectively communicate the complex information SSA routinely provides its
5 beneficiaries and recipients. A single telephone call is inferior to reading
6 information for oneself. The standard print notices contain complex calculations
7 and rules that Plaintiffs must review privately, repeatedly, and at their own pace.
8 Sometimes the notices also contain information of a personal nature. In addition,
9 SSA consistently fails to inform blind persons of the supplemental telephone call
10 option, fails to clarify that this option is limited to certain kinds of notices, and often
11 fails to provide a supplemental telephone call even to the blind persons who
12 actually request one.

13 32. A standard print notice sent by certified mail does not provide effective
14 communication. Blind persons cannot read standard written documents, regardless
15 of how they arrive in the mail. Certified U.S. mail places a greater burden on blind
16 persons than regular U.S. mail because blind persons will be forced to travel to the
17 post office to sign for a certified letter if they miss delivery, and travel is typically
18 difficult and exhausting for blind persons.

19 33. SSA has a policy of suspending blind persons' benefits without
20 providing a supplemental telephone call. In POMS NL 00603.040, SSA directs its
21 representatives: "Do not cancel a proposed action *solely because the advance*
22 *notice was not read* to the claimant/beneficiary. If you are unable to reach the
23 individual to read a due process notice that was mailed, *complete the proposed*
24 *action as usual.*" (Emphasis added.) Although it is obvious that blind persons
25 cannot read standard written documents, the POMS states that "the due process
26 requirement is met because a notice of proposed action was mailed to the
27 claimant." In POMS NL 00603.050, SSA directs its representatives to make only
28 three attempts by telephone, in a span of only seven days following the date of the

1 standard written notice, and further, "if the notice refers to a pamphlet, read only the
2 notice over the telephone. If assistance is required with the pamphlet, advise the
3 beneficiary to re-contact the [field office] about the pamphlet."

4 **TAMMY RENEE COOPER**

5 34. Ms. Cooper receives SSI and SSDI on the basis of blindness and
6 financial need. In 1988, Ms. Cooper began receiving benefits from SSA on the
7 basis of blindness. She has been totally blind since 1988. With few exceptions,
8 SSA has communicated with Ms. Cooper in standard print format, which she
9 cannot read. SSA has not informed Ms. Cooper of her right to a reasonable
10 accommodation of her disability or inquired about her preference for an accessible
11 format for written communications.

12 35. Ms. Cooper has repeatedly requested SSA to accommodate her
13 disability by providing audio tape recordings of the contents of written information
14 sent to her. SSA denied her requests for audio tape recordings of written
15 communications. As a result, Ms. Cooper has failed to meet deadlines and other
16 requirements established in written communications from SSA because she cannot
17 read them.

18 36. In 2000, an SSA representative called Ms. Cooper by telephone and
19 offered to read a written communication from SSA. In 2001, she received another
20 such telephone call from an SSA representative. Ms. Cooper relied on telephone
21 calls from SSA representatives to notify her of any communications from SSA and
22 to read the contents of such communications to her.

23 37. When Ms. Cooper did not receive another such telephone call, she
24 reasonably assumed that SSA had not sent any further written communications to
25 her because she was told that she would receive a telephone call from an SSA
26 representative if any such communications were sent.

27 38. In September of 2003, SSA suspended her SSI and SSDI benefits.
28 Ms. Cooper only discovered that SSA had suspended her benefits when her bank

1 account balance was lower than expected. Immediately after she realized her
2 benefits were suspended, Ms. Cooper contacted SSA and was told by an SSA
3 representative that SSA suspended her benefits because she had received more in
4 benefits than she was entitled to receive. An SSA representative stated that SSA
5 mailed her a written notice of the suspension and that her benefits were suspended
6 when she failed to respond.

7 39. Ms. Cooper informed the SSA representative that she did not receive
8 any such communication and that she could not read written communications
9 because she was blind. She repeated her request to receive communications from
10 SSA by audio tape recording. Her request was refused.

11 40. Subsequently Ms. Cooper's attorney obtained a copy of the
12 suspension notice from SSA. The notice, dated August 5, 2003, stated, "We are
13 stopping the checks because we need correct information about your name,
14 address or bank account." (Exhibit 4.) It made no mention of her having received
15 more benefits than she was entitled to receive. The notice also stated that if she
16 appealed within ten days she could keep getting the same check. Had she been
17 able to read the notice she would have promptly appealed and her benefits would
18 have continued uninterrupted.

19 41. Instead, Ms. Cooper suffered severe financial hardship for the ensuing
20 two months. Without SSI and SSDI benefits, Ms. Cooper could not buy basic
21 necessities, including groceries or hygiene products. As a result, Ms. Cooper was
22 forced to borrow money from others to meet her basic needs and those of her
23 young son.

24 42. Ms. Cooper later did receive a Notice of Overpayment dated
25 September 30, 2003 indicating that she had in fact been paid more than she was
26 entitled to receive and that the amount of the overpayment would be subtracted
27 from future SSI grants. The notice, in addition to providing information on how to
28 appeal, also contained information on how to seek a waiver of recovery of the

1 overpayment if she agreed there was an overpayment but contended she was not
2 at fault in creating the overpayment. (Exhibit 5.) Ms. Cooper was not able to read
3 the notice since it was in standard print format. However, at that point she had an
4 attorney who was successful in obtaining a waiver of recovery of the overpayment.

5 43. In February of 2004, pursuant to 45 C.F.R. § 85.61, Ms. Cooper filed a
6 complaint with the SSA Office of the General Counsel on behalf of herself and all
7 other similarly situated persons. Her complaint alleged that SSA had discriminated
8 against her and all similarly situated persons in violation of Section 504 of the
9 Rehabilitation Act of 1973. Her complaint requested, among other things, an order
10 requiring SSA to communicate effectively with her and all similarly situated persons
11 in a format that is accessible to blind persons and visually impaired persons,
12 including audio tape recordings.

13 44. On June 4, 2004, SSA Region X Office of the General Counsel sent a
14 letter to Ms. Cooper stating that SSA had not discriminated against Ms. Cooper and
15 denying her request for audio tape recordings of standard print communications.

16 45. On July 12, 2004, through her attorney, Ms. Cooper filed a timely
17 request for reconsideration to the SSA Office of the General Counsel. SSA failed
18 to respond to Ms. Cooper's appeal and failed to notify Ms. Cooper of the results of
19 her appeal within 60 days.

20 46. Ms. Cooper has exhausted her administrative remedies on behalf of
21 herself and all similarly situated persons pursuant to the procedures outlined by
22 governing Section 504 regulations. Ms. Cooper's administrative complaint was
23 brought expressly on behalf of herself and all similarly situated blind persons who
24 do not receive effective communication from SSA in an accessible format. Ms.
25 Cooper's administrative complaint also provided Defendants an opportunity to cure
26 the violation, as to her and all similarly situated persons. Defendants rejected Ms.
27 Cooper's administrative complaint and failed to respond to her request for
28 reconsideration. Defendants' conduct with respect to Ms. Cooper's complaint

1 demonstrates that the administrative complaint process is futile and will not provide
2 relief to Ms. Cooper and all similarly situated persons.

3 47. In September 2005 Ms. Cooper received a notice from SSA, explaining
4 the change in her benefits associated with her move from Oregon to California, in
5 standard print format and, for the first time, on audio cassette tape as well. SSA
6 has not provided any assurances to Ms. Cooper that it will continue to provide
7 notices in an accessible format. She later received other notices from SSA only in
8 standard print format, and recently since her move to California, SSA has followed
9 up some standard print notices with telephone calls.

10 48. SSA continues to deny Ms. Cooper an equal opportunity to participate
11 in its programs by failing to provide notices in a format that is accessible to her.

12 **SCARLETT MILES**

13 49. Ms. Miles receives SSI on the basis of blindness and financial need.
14 She began receiving benefits when she was a teenager. Ms. Miles has been
15 visually impaired from a young age and is now blind. With few exceptions, SSA
16 has communicated with Ms. Miles only in standard print format, which she cannot
17 read. SSA has not informed Ms. Miles of her right to reasonable accommodation or
18 inquired about her preference for an accessible format for written communications.

19 50. Ms. Miles has repeatedly requested SSA to accommodate her
20 disability by providing her audio tape recordings of written communications or the
21 contents of such communications by electronic mail, which a computer software
22 program can read aloud to her repeatedly and as often as needed. Ms. Miles has
23 repeatedly requested SSA representatives contact her by telephone when SSA
24 mails a written communication. SSA refused her requests for communications in
25 an accessible format. As a result, Ms. Miles has failed to comply with deadlines
26 and other requirements established in written communications from SSA because
27 she cannot read them.

28

1 51. In mid-2004, Ms. Miles received a written form from SSA that she
2 could not read or complete. She returned the form to SSA and wrote on it that she
3 was blind and needed to receive communications in an accessible format. Several
4 months later, SSA sent her the same written form. She returned it and again wrote
5 that she was blind and needed to receive communications in an accessible format.
6 Several months later, in early 2005, SSA sent her the same written form a third
7 time. Ms. Miles called the SSA 800 telephone number for assistance. An SSA
8 representative scheduled a telephone appointment for her local SSA office to assist
9 her in completing the written form.

10 52. Shortly thereafter, an SSA representative from a local SSA office left a
11 voice message for Ms. Miles in response to her request for assistance. The SSA
12 representative stated:

13 “I’m a little confused why you wouldn’t have a family or
14 friend help you complete the questionnaire . . . Having a
15 phone appointment for something if you needed
16 assistance seems kind of silly because you can get a
17 friend or relative to help you or a neighbor. If you wanted
18 to come in and have us complete this, you know that
19 would be your choice, but I don’t see any need for you to
20 have this appointment at all.”

21 53. Ms. Miles telephoned the SSA representative and stated that she did
22 not have any family or friends. Ms. Miles told the SSA representative that she
23 could not read the form. The SSA representative stated that SSA did not have staff
24 to assist Ms. Miles to fill out the form and suggested that “anyone” could fill out the
25 form for Ms. Miles because it was so “simple.” Ms. Miles responded that she did
26 not want to disclose her Social Security number to others because she does not
27 have a trusted friend or family member on whom she can rely. For the third time,
28 Ms. Miles returned the form and wrote on the document that she could not read it
because she is blind.

1 54. In mid-2005, Ms. Miles received the same written form in standard print
2 format for the fourth time. The form stated it was a "FINAL REQUEST" and that
3 Ms. Miles' SSI benefits would be terminated if she did not complete and return the
4 form within 10 days. But Ms. Miles could not read the form and therefore could not
5 respond within the allotted time. On this occasion Ms. Miles was able to secure the
6 assistance of an attorney who provided her with a copy of the SSA notice in an
7 accessible format. Ms. Miles was then able to respond to SSA, albeit several
8 weeks late, and was assured by an SSA representative that her SSI benefits would
9 continue. As a result of SSA not communicating with her in accessible format, Ms.
10 Miles has suffered and continues to suffer emotional distress for fear that her
11 benefits will be suspended, which would be disastrous for her since she depends
12 entirely on SSI for her livelihood.

13 55. SSA continues to deny Ms. Miles an equal opportunity to participate in
14 its programs by communicating with her only in standard print format.

15 **MARVELENA QUESADA**

16 56. Ms. Quesada receives SSDI benefits from SSA on the basis of
17 blindness. She began receiving SSDI benefits on or about 2004. Ms. Quesada
18 has received SSI benefits from SSA on the basis of blindness and financial need.
19 She began receiving SSI benefits on or about 1992. Ms. Quesada has been blind
20 from birth. With few exceptions, SSA has communicated with Ms. Quesada solely
21 in standard print format, which she cannot read. SSA has not informed Ms.
22 Quesada of her right to reasonable accommodation or inquired about her
23 preference for an accessible format for written communications.

24 57. Ms. Quesada has repeatedly requested SSA by telephone to
25 accommodate her disability by providing written communications in Braille, by
26 electronic mail or computer diskette. SSA refused her requests for communications
27 in an accessible format. Ms. Quesada has also requested information in accessible
28 format about the rules and procedures governing SSA benefits programs, including

1 SSI. Because she did not receive information about her individual benefits and
2 rules governing SSA benefits programs in accessible format, Ms. Quesada has
3 been unable to comply with program requirements.

4 58. In 2003, SSA suspended Ms. Quesada's SSI benefits. In 2003, Ms.
5 Quesada received a written communication from SSA that she could not read. The
6 document established an appointment at an SSA office that Ms. Quesada was
7 required to attend and described documents that she was required to provide.
8 Because she could not read the document, Ms. Quesada did not provide the
9 requested documents or attend the appointment. Ms. Quesada called an SSA
10 claims representative and requested that all further communications be provided to
11 her in Braille because she is blind and cannot read documents written in standard
12 print format. Her request was refused by an SSA representative who seemed to
13 have no idea what Ms. Quesada meant by Braille communications.

14 59. Ms. Quesada suffered severe financial hardship for several months.
15 Without SSI benefits, Ms. Quesada could not buy basic necessities, including
16 groceries. Ms. Quesada borrowed money and purchased necessities on credit.
17 She accumulated a significant amount of debt that was difficult to repay. She made
18 arrangements through a credit counseling service to resolve her outstanding debt
19 problems.

20 60. SSA continues to deny Ms. Quesada an equal opportunity to
21 participate in its programs by communicating with her only in standard print format.

22 **ARLENE DOHERTY**

23 61. Ms. Doherty receives Social Security retirement insurance benefits on
24 the basis of age. On or about 1970, Ms. Doherty began receiving benefits on the
25 basis of blindness from a state benefits program that was replaced by SSI in 1974.
26 She received SSI on the basis of blindness and later began to receive Social
27 Security retirement insurance benefits on the basis of age when she turned 65.
28 With few exceptions, SSA has communicated with Ms. Doherty solely in standard

1 print format, which she cannot read. SSA has not informed Ms. Doherty of her right
2 to reasonable accommodation or inquired about her preference for an accessible
3 format for written communications.

4 62. Ms. Doherty has repeatedly requested SSA to accommodate her
5 disability by telephoning her to read written communications aloud to her. SSA
6 refused her requests for communications in accessible format. SSA failed to
7 accommodate Ms. Doherty and continued to send her communications in standard
8 print format only. As a result, Ms. Doherty has failed to meet deadlines and other
9 requirements established in written communications from SSA because she cannot
10 read them.

11 63. On occasion, one time per year for several years during the late
12 1990's, SSA representatives contacted Ms. Doherty by telephone and read the
13 contents of written communications from SSA to her. Ms. Doherty has not received
14 any further telephone calls from an SSA representative.

15 64. Ms. Doherty has relied on sighted persons to read written
16 communications from SSA to her. Ms. Doherty must travel approximately an hour
17 to meet a sighted reader once a week and bring her mail for the week along with
18 her. Because she is blind, Ms. Doherty sometimes misplaces or leaves important
19 mail behind, the contents of which are not read aloud to her. On occasion, the
20 sighted reader on whom she relies, who is 84 years old, has missed their
21 appointments. In that circumstance, Ms. Doherty must wait two weeks or more
22 before she hears the contents of any written communications.

23 65. In 2003, Ms. Doherty received a series of standard print notices from
24 SSA that she could not read. The written notices stated that her SSI benefits were
25 suspended because she had resources in excess of the \$2,000 allowable amount.
26 The written notices also stated that she was required to repay the SSI benefits she
27 received while she had excess resources. Because she could not read the written
28 notices from SSA, she did not comprehend them. She erroneously believed that

1 she was obligated to repay SSA beginning in 2004 and ending in 2020 and that she
2 was ineligible to receive SSI benefits until after she had fully repaid SSA in 2020.
3 In fact, she was immediately eligible to receive SSI again because she no longer
4 had excess resources. Ms. Doherty could not understand the content of the written
5 notices because she could not read them and was forced to rely on a sighted
6 reader.

7 66. As a result, Ms. Doherty has not received SSI for over a year and was
8 rendered destitute. Unable to survive on \$371 a month in Social Security benefits,
9 she borrowed money from her family members to make ends meet. Eventually,
10 Ms. Doherty decided out of desperation to take out a “reverse mortgage” on her
11 home, thereby depleting the equity she had worked so hard to build up over the
12 years.

13 67. SSA continues to deny Ms. Doherty an equal opportunity to participate
14 in its programs by communicating with her only in standard print format.

15 **ALICE MARJORIE DONOVAN**

16 68. Ms. Donovan receives SSI benefits on the basis of blindness and
17 financial need. When she was a child, she began receiving benefits on the basis of
18 disability from a state benefits program that was replaced by SSI in 1974. Ms.
19 Donovan has been blind from birth. With few exceptions, SSA has communicated
20 with Ms. Donovan only in standard print format, which she cannot read. SSA has
21 not informed Ms. Donovan of her right to reasonable accommodation or inquired
22 about her preference for an accessible format for written communications.

23 69. Ms. Donovan has repeatedly requested SSA to accommodate her
24 disability by providing written notices in Braille, by electronic mail, or on a computer
25 diskette. SSA refused her repeated requests for communications in accessible
26 format. As a result, Ms. Donovan has failed to meet deadlines and other
27 requirements established in written communications from SSA and adverse actions
28 have been taken by SSA to suspend her SSI benefits.

1 70. In May and June 2003, SSA sent Ms. Donovan standard print notices
2 informing her that SSI payments would be changed because she had excess
3 resources. In June 2003 Ms. Donovan requested reconsideration, asking that her
4 SSI payments be reinstated, explaining the bases for the apparently excessive
5 balance in her bank account, and reiterating her request that SSA communicate
6 with her in accessible format.

7 71. In 2004, on two occasions, an SSA representative telephoned Ms.
8 Donovan and offered to read the contents of a standard print communication that
9 SSA had sent to her by mail. Ms. Donovan came to rely on telephone calls from
10 SSA to inform her of communications about her benefits, but SSA still sent written
11 communications in standard print format without also providing her a telephone call.
12 Accordingly, Ms. Donovan is forced to rely on a sighted reader to ensure that she
13 does not miss written communications from SSA about her benefits.

14 72. In September of 2004, Ms. Donovan received a standard print notice
15 that SSA proposed to suspend her SSI benefits effective October 1, 2004 because
16 she had excess resources. A sighted reader, available to Ms. Donovan on an
17 irregular basis, read her the contents of the letter. But Ms. Donovan could not
18 understand why SSA was suspending her SSI benefits because she could not read
19 the letter for herself. Ms. Donovan also did not have access to information about
20 the rules and requirements governing SSI benefits. Ms. Donovan could not recall
21 specific details contained in the notice because she did not have an accessible
22 copy to which she could refer.

23 73. In September of 2004, a sighted reader wrote a letter to SSA on Ms.
24 Donovan's behalf requesting reconsideration and that her SSI benefits continue
25 until her request was resolved. On September 22, 2004, a sighted reader wrote
26 another letter to SSA on her behalf requesting "Braille materials and Braille copies
27 of regulations" and "copies of SSA regulations which may clarify what a resource is,
28 how much an individual can have in resources, and regulations regarding Blindness

1 Related Work Expenses and what can be counted against work income.” SSA has
2 not responded to her request for accessible program information and materials. In
3 addition, because SSA refused to communicate with her in an accessible format,
4 Ms. Donovan requested that SSA provide her information about how to file an
5 administrative discrimination complaint with SSA. SSA also failed to respond to
6 that request, and, as a result, Ms. Donovan has been unable to file an
7 administrative complaint.

8 74. SSA sent more standard print letters to Ms. Donovan in September,
9 October and November of 2004, demanding repayment of thousands of dollars in
10 SSI benefits. On September 27, 2004, SSA sent Ms. Donovan a letter stating that
11 her SSI benefits would be suspended effective November 2004. In November of
12 2004, checks written against Ms. Donovan’s account were returned for insufficient
13 funds. Ms. Donovan contacted her bank to inquire as to why her account had
14 insufficient funds and learned that SSA had terminated her SSI benefits, in spite of
15 her requests for reconsideration and continuation of her benefits until her request
16 was resolved. She telephoned a local SSA office, and an SSA representative
17 informed her that her SSI benefits had been suspended in October of 2004.

18 75. Ms. Donovan suffered financial hardship for two months. Without SSI
19 benefits, Ms. Donovan had difficulty meeting her expenses. In December of 2004,
20 Ms. Donovan contacted an SSA representative who finally arranged to restore her
21 SSI benefits until resolution of her request for reconsideration, including the months
22 during which her benefits were suspended.

23 76. In June 2005, SSA sent a standard print letter reducing Ms. Donovan’s
24 SSI benefits again, effective July 1, 2005. On several occasions, Ms. Donovan
25 called SSA to request an explanation because she could not read the notice or
26 understand it merely by having it read aloud. She also wrote to SSA, with the help
27 of a sighted reader, asking that no amounts be withheld from her SSI payments
28 while she prepared her response and requesting documents in accessible format,

1 such as Braille, to accommodate her blindness. To date, she has received no
2 response to these requests.

3 77. An SSA representative telephoned Ms. Donovan on September 13,
4 2005 to read her a letter, dated that same day, in response to her reconsideration
5 request filed June 18, 2003 — more than two years earlier. As she requested
6 during the September 13, 2005 telephone call, SSA sent Ms. Donovan an
7 electronic copy of that letter by e-mail on September 14, 2005. Noting that
8 reconsideration had been filed on June 18, 2003, the letter stated that based on
9 information Ms. Donovan provided on November 29, 2004 SSA had determined
10 that the total amount of overpayment of SSI had been recalculated and decreased.
11 Ms. Donovan responded electronically by e-mail dated October 15, 2005
12 requesting an appeal for all alleged overpayments of SSI benefits to her. She also
13 acknowledged that for the first time, after about seven years of requests, SSA had
14 communicated with her via e-mail, a format that is accessible to her as a blind
15 person.

16 78. SSA continues to deny Ms. Donovan an equal opportunity to
17 participate in its programs by communicating with her until September 14, 2005
18 only in standard print format, which she cannot read. Even now that she has
19 received several e-mail communications from SSA, based on her years of dealing
20 with SSA and statements made to her by SSA representatives that certain
21 information cannot be provided by e-mail, Ms. Donovan cannot feel certain that
22 SSA will consistently communicate with her in a format that is accessible to her.
23 SSA has not provided Ms. Donovan any assurances that it will continue to provide
24 notices to her in an accessible format.

25 **BILLIE JEAN KEITH**

26 79. Ms. Keith receives Social Security retirement insurance benefits on the
27 basis of age. Ms. Keith has been visually impaired since the age of nine and can
28 read large print only. Ms. Keith uses adaptive technology that enlarges print for

1 viewing on a computer screen or television monitor but the screen allows for a
2 limited amount of text to appear at any given time. Ms. Keith prefers to receive
3 materials in large print so that she can see and review more text at once and not be
4 limited to a computer for reading. In 1982, Ms. Keith began receiving SSDI on the
5 basis of blindness. SSA has communicated with Ms. Keith solely in standard print
6 format, including a notice in 2005 regarding the Medicare Part D Prescription Drug
7 Program. In January 2006, Ms. Keith received from SSA a 10-page form in
8 standard print format, asking for information about her work activity for the past
9 eight years. SSA has not informed Ms. Keith of her right to reasonable
10 accommodation or inquired about her preference for an accessible format for
11 standard print communications. In addition, no one from SSA has ever contacted
12 Ms. Keith by telephone and offered to read her anything.

13 80. Ms. Keith has repeatedly requested SSA to accommodate her
14 disability by providing communications in large print format. SSA refused her
15 request for communications in an accessible format that she can read.

16 81. In 1994, pursuant to 45 C.F.R. § 85.61, Ms. Keith filed an
17 administrative complaint against SSA with the Department of Health and Human
18 Services. Her complaint alleged that SSA discriminated against her on the basis of
19 her disability by refusing to provide her with written communications in large print.
20 In September of 1997, SSA sent a standard print communication to Ms. Keith
21 stating that SSA had not discriminated against Ms. Keith by failing to provide
22 written communications in large print. Ms. Keith could not read the “no
23 discrimination” letter because it was not provided in large print. Ms. Keith is unable
24 to rely on her husband to read standard print documents to her because he is also
25 blind.

26 82. Beginning in 2000, SSA annually sends Ms. Keith a standard print
27 letter stating the amount of Social Security retirement insurance benefits she will
28 receive. Although Ms. Keith believed her benefit should have increased, she could

1 not gather enough information to challenge the determination of her benefits
2 because she was unable to read the standard print letter. In addition, the letter had
3 perforated edges that must be torn carefully and according to instructions on the
4 letter to avoid tearing the text. Because she is visually impaired, Ms. Keith could
5 not properly open the letter and tore the text of the letter. As a result, even with her
6 adaptive technology that enlarges standard print text, she could not read the letter
7 and gather sufficient information to challenge SSA's determination.

8 83. SSA continues to deny Ms. Keith an equal opportunity to participate in
9 its programs by communicating with her only in standard print format.

10 **GEORGE P. SMITH**

11 84. Mr. Smith receives SSI and SSDI on the basis of blindness. He first
12 qualified for benefits under California's program of Aid to the Aged, Blind and
13 Disabled (AABD) program when he was a child and was grand-fathered in to SSI
14 when the SSI program began in 1974. Ever since then, with the exception of
15 telephone calls to read annual COLA notices to Mr. Smith, SSA has communicated
16 with Mr. Smith solely in standard print format, which he cannot read. SSA has not
17 informed Mr. Smith of his right to reasonable accommodation or inquired about his
18 preference for an accessible format for standard print communications, including
19 communications regarding the Medicare Part D Prescription Drug Program or the
20 Low Income Subsidy.

21 85. Mr. Smith has repeatedly requested the SSA to provide him with SSI
22 benefits publications in Braille. He does not use a computer and has no means of
23 gaining access to the Internet or the SSA public website. Over the course of more
24 than one year, Mr. Smith repeatedly telephoned the SSA 800 number to request
25 publications about SSI benefits. Until very recently, each time he was informed that
26 no publications about SSI benefits were available in accessible format. In addition,
27 he attempted to use the automated prompt system on the SSA 800 number to
28

1 order publications in accessible format, but the system terminated the phone call
2 instead of permitting him to order the publications.

3 86. Not until May of 2005 did a sighted person inform Mr. Smith about the
4 SSA Braille Services Team. He was then able to contact them directly to request
5 SSI benefits publications in Braille. On May 23, 2005, Mr. Smith finally received
6 two volumes purporting to explain the SSI program from the SSA Braille Services
7 Team. He also received another volume listing other publications the SSA provides
8 in Braille.

9 87. SSA failed to accommodate Mr. Smith by continuing to issue written
10 communications in standard print only, by refusing to inquire about his preference
11 to receive written communications in Braille, by refusing to inform him about the
12 SSA's Braille Services Team and otherwise failing to offer and provide him with
13 SSA benefits publications in Braille. While Mr. Smith has secured volunteer
14 assistance from a sighted person to read notices to him, he prefers independent
15 access to communications from SSA and feels insecure about how long he will
16 continue to have reliable help, because it is only a voluntary service from a private
17 organization.

18 88. SSA has denied Mr. Smith an equal opportunity to participate in its
19 programs by issuing written communications to him only in standard print format
20 and by failing to respond to his request for SSA benefits publications in Braille in a
21 prompt and effective manner.

22 **DOROTHY JACKSON**

23 89. Mrs. Jackson receives Social Security retirement insurance benefits on
24 the basis of age. Her husband Melvin Jackson, for whom she was representative
25 payee, worked as a self-employed painter and received a small spousal Social
26 Security retirement insurance benefit based on age and Mrs. Jackson's earnings.
27 He died in September 2007. Since 2004, the Jacksons also received SSI benefits.
28

1 90. Mrs. Jackson was diagnosed with macular degeneration in 2001 and is
2 completely blind in the left eye and has limited vision in the right eye. Her doctor
3 tells her that in time she can expect to lose even this limited vision. However, at
4 present, she is able to read written material, but only if it is in large print format. In
5 addition to macular degeneration, she suffers from emphysema, requires oxygen
6 24 hours a day and has high blood pressure. She needs to fill four (4) regular
7 prescriptions.

8 91. With daytime assistance from home care workers provided under
9 California's In-Home Supportive Services (IHSS) program, Mrs. Jackson had
10 provided care for her husband and had served as his representative payee since
11 he was diagnosed with Alzheimer's Disease around the same time as she was
12 diagnosed with macular degeneration. Mr. Jackson also had Type 2 diabetes, had
13 swelling of the legs, used a walker, required assistance to stand up and was
14 subject to falls. He also had prostate cancer, high blood pressure and poor
15 hearing. In 2001 he had surgery for water on the brain. He had nine (9) regular
16 prescriptions to deal with his various health conditions.

17 92. During her time as representative payee and continuing to this day,
18 SSA has communicated with Mrs. Jackson solely in standard print format, which
19 she cannot read. Even though the SSP portion of her SSI grant was awarded on
20 the basis of blindness, SSA has not informed Mrs. Jackson of her right to
21 reasonable accommodation or inquired about her preference for an accessible
22 format for written communications, including notices with respect to benefit
23 changes. She has requested that SSA send her notices regarding her benefits
24 and regarding those of her husband, when she received those, in large print format,
25 but staff at the local SSA district office have told her that this cannot be done. They
26 told her to take the notices to neighbors and have them read them for her. Mrs.
27 Jackson responded that she did not want neighbors to see her private information.
28

1 In addition, when he was alive, her husband was not able to read because of
2 severe dementia.

3 93. Every year SSA required Mrs. Jackson to complete and return a
4 representative payee accounting form. Mrs. Jackson takes care of all family
5 finances and knows all the information required on the form, but could not see the
6 form well enough to know where to write the information. As a result, she had to
7 seek assistance and was thus required to divulge private family financial
8 information to third parties.

9 94. Mrs. Jackson receives her bank statements in large print format and
10 therefore is able to reconcile her bank account on a monthly basis. As a result, the
11 only effective notice she gets of changes in the amount of Social Security
12 retirement or SSI benefits is in the form of the bank statement she receives the
13 month after the change goes into effect, by which time the time to appeal may well
14 have expired. The telephone company also readily agreed to provide her
15 telephone bill in large print format.

16 95. Recently, SSA sent Mrs. Jackson a standard print notice stating that
17 her husband had been overpaid and that 44 dollars per month would be deducted
18 from her benefit for several months until the overpayment is fully recovered.
19 Unable to read communications she receives from SSA, she could not identify any
20 alleged overpayments before the institution of these deductions. Mrs. Jackson was
21 only able to discover that deductions were being made to her account when several
22 months after the overpayment was made she received the letter in question and
23 had a neighbor read it to her. This neighbor's assistance has not always been
24 available to her, and in relying on her aid, again, Mrs. Jackson was made to reveal
25 confidential financial information.

26 96. SSA continues to deny Mrs. Jackson an equal opportunity to
27 participate in its programs by communicating with her only in standard print format.
28

1 Mrs. Jackson currently resides in North Hollywood, CA, but plans to move
2 to Tennessee later this month to live with her daughter.

3 **MARY ANN ALEXANDER**

4 97. Ms. Alexander resides in East Stroudsburg, Pennsylvania and has
5 received SSDI benefits on the basis of blindness since 1991. Previously, she
6 received SSI benefits on the basis of blindness. Additionally, Ms. Alexander has
7 served as the representative payee for both her daughters, Kaitlyn Boullosa and
8 Julianne Boullosa. Kaitlyn received auxiliary benefits under her father's SSDI
9 benefits until July 2006 when she turned 18. Julianne, who was born on April 23,
10 1991, receives auxiliary benefits under Ms. Alexander's SSDI benefits, and will
11 continue to receive them until she graduates from high school in June 2009.

12 98. With regard to both her own benefits and her status as representative
13 payee for her daughters, SSA has exclusively communicated with Ms. Alexander
14 through standard print format. By mail and by telephone, she has repeatedly
15 requested that SSA provide her with reasonable accommodations. However, SSA
16 has ignored these requests, and continues to issue her standard print notices in 12-
17 point font.

18 99. Ms. Alexander was diagnosed at birth with a condition known as
19 Retinitis Pigmentosa, a degenerative eye disease that affects the photoreceptor
20 cells in the retina. There is no treatment for it.

21 100. On at least two occasions, after SSA mailed standard print notices to
22 Ms. Alexander, which she could not read, SSA threatened to terminate or limit her
23 benefits. Although on one occasion an SSA representative at Ms. Alexander's local
24 office offered to read notices to her over the telephone, SSA did not follow up on
25 this promise. Ms. Alexander has never been informed about the accommodations
26 to which she is entitled, and has never received telephone notices, Braille notices,
27 or any sort of electronic communication from SSA.

28

1 101. In 2002, Ms. Alexander received one or more notices regarding an
2 alleged overpayment under her daughter Julianne's auxiliary benefits. She could
3 not read them and does not like to have other people read any communications
4 from the SSA to her because the notices contain private information. With the help
5 of her employer, Christie Bower, an attorney practicing in Ms. Alexander's area,
6 Ms. Alexander was able to receive an extension of the reconsideration period for
7 the alleged overpayment. Ms. Bower telephoned the local Stroudsburg office of the
8 SSA and said that because her client is blind she was not able to read the initial
9 notices that were sent to her. SSA agreed to extend the reconsideration period,
10 and eventually determined that there had been no overpayment. Although Ms.
11 Alexander's and her daughter's benefits were not interrupted, she suffered
12 emotional distress from the possibility that they could have been.

13 102. Following the 2002 incident, SSA continued to mail notices to Ms.
14 Alexander exclusively in standard print form. In 2005, she received a notice from
15 the SSA saying that her benefits were going to be reduced because her monthly
16 earnings exceeded the maximum allowance. Although prior to receiving this notice,
17 Ms. Alexander had mailed a letter to the SSA stating that her increased impairment
18 related work expenses in the form of transportation costs offset the increase in her
19 monthly income, she never heard back. Ms. Bower sent another letter to the SSA
20 on Ms. Alexander's behalf, describing her transportation costs as well as the fact
21 that Ms. Alexander is blind and could not read the notices sent to her. As a result,
22 the SSA did not reduce Ms. Alexander's benefits.

23 103. Although neither Ms. Alexander's nor her daughter's benefits have
24 been interrupted, because of these incidents she fears that they may be in the
25 future. She continues to receive notices and representative payee forms in
26 standard print format in the mail. As a result of the 2005 incident, Ms. Alexander
27 has had Ms. Bower write on each representative payee form that Ms. Alexander is
28 blind and requires communications from the SSA in alternate forms. She has never

1 received such accommodations and the SSA has never responded to these
2 requests.

3 104. In 2006, Ms. Alexander missed a deadline for returning a
4 representative payee form. She telephoned her local SSA office and explained that
5 she is blind and cannot read the notices sent to her. The agent with whom she
6 spoke said that she was willing to call Ms. Alexander in the future and read notices
7 to her. However, neither this agent nor anyone at SSA has ever telephoned Ms.
8 Alexander.

9 105. Ms. Alexander continues to have Ms. Bower write on her
10 representative payee forms that she requires accommodations, like the Brailled
11 statements she receives from her telephone service provider, but SSA still
12 communicates with her only through standard print form. As a result Ms. Alexander
13 is denied an opportunity to participate in SSA programs without the fear that her
14 benefits may one day be reduced or terminated for failure to meet a deadline.

15 **LAURA M. RUSSELL**

16 106. Mrs. Russell resides in Los Angeles, California and receives SSDI
17 auxiliary benefits on her husband's account on the basis of blindness and has
18 received SSI benefits since the beginning of the SSI program. She and her
19 husband, Rick Russell, who is also blind, are currently separated. Her son Kevin
20 Michael Russell, for whom she is representative payee, is 33 years old and
21 receives Social Security auxiliary benefits on his father's account based on
22 developmental disability. Kevin is employed part time at a local restaurant.

23 107. Mrs. Russell has been blind since birth. She can see shadows, but
24 cannot read written material. If provided with a computer diskette or CD-ROM, she
25 can make use of a computer software program to read printed materials.
26 Otherwise, Mrs. Russell is forced to take written material to a volunteer sighted
27 reader. Until three years ago, Mrs. Russell did not have a regular sighted reader to
28 assist her. Currently, Mrs. Russell must travel once a week to meet a sighted

1 reader, and must bring her mail for the week along with her, to hear the contents of
2 any written communications. However, the sighted reader on whom she relies
3 occasionally has to miss their appointments when the reader has to travel out of
4 town. In the reader's absence, Mrs. Russell is unable to ascertain the contents of
5 her mail.

6 108. Mrs. Russell provides care for her son and has served as his
7 representative payee since he was a child. Kevin does not understand SSA rules
8 and does not know the value of money. As representative payee, Mrs. Russell
9 must manage his finances and must send in monthly reports of his earnings and
10 any impairment related work expenses to SSA in order that the amount of his
11 monthly benefits can be adjusted to reflect any changes in countable income.
12 Since there are frequent delays in SSA's processing of the earnings reports,
13 overpayments are commonplace. Every time there is an overpayment SSA sends
14 out a notice to reduce future benefits. If she disagrees with an SSI overpayment
15 determination and wishes to appeal, the appeal must be filed within 10 days of
16 receipt of the notice in order for benefits to be continued pending the first level of
17 appeal. Sometimes it is not possible for her to have someone read the notice to
18 her within that 10 day period. Mrs. Russell must pay his bills and respond to all
19 communications from SSA seeking information updates and alleging
20 overpayments.

21 109. SSA has communicated with Mrs. Russell solely in standard print
22 format, which she cannot read. SSA has never informed Mrs. Russell of her right
23 to reasonable accommodation or inquired about her preference for an accessible
24 format for written communications, including notices with respect to benefit
25 changes. SSA has never offered to read notices to Mrs. Russell over the
26 telephone, nor told her this option is even available. Since Mrs. Russell cannot
27 read SSA notices, she is always concerned that she may not be aware of or
28 understand the notices she receives and is fearful of making a mistake that will lead

1 SSA to cut off her son's benefits. Mrs. Russell is constantly missing SSA deadlines
2 to respond as a result of not being provided accessible notices and frequently has
3 been forced to re-pay past benefits. She has asked SSA to provide her with either
4 telephone calls or audio tapes of notices. She has not received either form of
5 notice.

6 110. Every year SSA requires Mrs. Russell to complete and return a
7 representative payee accounting form. Mrs. Russell takes care of all her son's
8 finances and knows all the information required on the form, but cannot see the
9 form well enough to know where to write the information. As a result, she must
10 seek assistance and is thus required to divulge private family financial information
11 to third parties.

12 111. SSA continues to deny Mrs. Russell an equal opportunity to participate
13 in its programs by communicating with her only in standard print format.

14 **AMERICAN COUNCIL OF THE BLIND**

15 112. ACB is a national membership organization whose members are
16 primarily blind and visually impaired persons. ACB brings this action on behalf of
17 its members. Its members include thousands of current beneficiaries and
18 recipients of SSI, SSDI, and Social Security retirement insurance benefits. ACB's
19 mission is to advocate for the implementation and enforcement of civil rights
20 protections for its blind and visually impaired members and all blind and visually
21 impaired persons; to elevate the social, economic and cultural level of blind
22 persons; and to assist blind persons develop their abilities and to assume a
23 responsible place in the community. ACB publishes a periodical publication in
24 Braille, large print, audiotape, and computer disk; it holds conferences and
25 seminars for blind and visually impaired persons; it provides employment
26 information and resources to blind and visually impaired persons; and it consults
27 with public and private organizations on behalf of blind and visually impaired
28 persons. Defendant's unlawful conduct interferes with ACB's mission of elevating

1 the status of blind persons and assisting them with developing and assuming a
2 responsible place in the community and causes ACB to divert its resources to
3 remedy injuries suffered by its members as a result of Defendant's unlawful
4 conduct.

5 113. With few exceptions, SSA has only communicated with blind and
6 visually impaired members of ACB in standard print format. SSA has not informed
7 blind and visually impaired members of ACB of their right to reasonable
8 accommodations of their disabilities. Blind and visually impaired members of ACB
9 cannot comply with deadlines and requirements established in standard print
10 notices from SSA, which they cannot read. As a result, they have suffered
11 reduction and termination of their benefits and related personal and financial
12 hardships.

13 114. Plaintiffs Marvelena Quesada, Billie Jean Keith, Alice Marjorie
14 Donovan, Arlene Doherty, Mary Ann Alexander and Laura M. Russell are members
15 of ACB.

16 **FIRST CAUSE OF ACTION: VIOLATION OF SECTION 504 OF THE**
17 **REHABILITATION ACT OF 1973**

18 115. Paragraphs 1-114 are each re-alleged and incorporated herein as if
19 fully set forth herein.

20 116. Section 504 of the Rehabilitation Act of 1973 (as amended) ("Section
21 504") provides that:

22 No otherwise qualified individual with a disability in the
23 United States . . . shall, solely by reason of his or her
24 disability, be excluded from the participation in, be denied
25 the benefits of, or be subjected to discrimination under any
program or activity receiving Federal financial assistance
or activity conducted by any Executive agency[.]”

26 29 U.S.C. § 794 (as amended).

27 117. Each of the Plaintiffs and class members is an “individual with a
28 disability” as defined in 29 U.S.C. § 705(20) because each has a visual impairment

1 that substantially limits one or more of their major life activities, including the major
2 life activity of seeing.

3 118. As a result of being “individual[s] with a disability” as defined in 29
4 U.S.C. § 705(20), each of the named Plaintiffs and class members is entitled to
5 reasonable accommodations in the form of auxiliary aids and services that provide
6 them equal access to the programs SSA administers.

7 119. Defendants are bound by regulations of the United States Department
8 of Health and Human Services promulgated under Section 504 of the Rehabilitation
9 Act, 45 C.F.R. § 85.1 *et seq.*

10 120. These regulations require SSA to provide “auxiliary aids” to Plaintiffs,
11 which are “services or devices that enable persons with impaired sensory, manual,
12 or speaking skills to have an equal opportunity to participate in, and enjoy the
13 benefits of, programs or activities” that SSA conducts. As defined by the
14 regulations themselves, auxiliary aids “useful for persons with impaired vision
15 include readers, Brailled materials, audio recordings, and other similar services and
16 devices.” *Id.* The regulations also require SSA to “take appropriate steps to ensure
17 effective communication” and “furnish appropriate auxiliary aids where necessary to
18 afford an individual with handicaps an equal opportunity” to participate in its
19 programs. *Id.* In addition, SSA must “give primary consideration to the requests of
20 the individual with handicaps” in determining the type of auxiliary aid it must
21 provide. 45 C.F.R. § 85.51(a)(1).

22 121. As alleged herein, Defendants have and continue to discriminate
23 unlawfully against the named Plaintiffs and the class members by failing to
24 communicate with Plaintiffs and the class members in an accessible format. By
25 refusing to communicate in a format that is accessible to blind persons, Defendants
26 have created and continue to create a significant and unnecessary obstacle to
27 Plaintiffs’ and the class members’ participation in SSA programs. Plaintiffs and the
28 class members cannot comprehend or use critical information from SSA in a

1 manner equal to that of sighted persons. Plaintiffs and the class members are
2 forced to rely on the assistance of sighted persons to communicate the contents of
3 standard print communications to them. Such sighted assistance is often
4 unavailable, expensive, unreliable, inconsistent, untimely, or ineffective. In
5 particular, relying on sighted assistance also requires blind persons to submit to an
6 invasion of privacy; they must disclose highly sensitive information — including
7 their Social Security numbers and private financial information — to sighted
8 persons simply to gain access to their own, private Social Security benefits
9 information. As a result, Plaintiffs who use sighted assistance are exposed to a
10 needless risk of identity theft.

11 122. Providing individual benefits and program information in formats
12 accessible to Plaintiffs and the class members would not fundamentally alter SSA
13 programs or create an undue administrative or cost burden. Numerous
14 governmental agencies and large commercial entities already provide individual
15 account and benefits information to blind and visually impaired persons in similar
16 accessible formats.

17 123. Defendants' conduct constitutes an ongoing and continuous violation
18 of the law. Unless restrained from doing so, Defendants will continue to so violate
19 the law. Defendants' conduct has caused and will continue to cause Plaintiffs
20 immediate and irreparable injury. Plaintiffs have no adequate remedy at law for the
21 injuries they suffer and will continue to suffer. Thus, Plaintiffs are entitled to
22 injunctive relief.

23

24 **SECOND CAUSE OF ACTION: VIOLATION OF THE DUE PROCESS CLAUSE**
25 **OF THE FIFTH AMENDMENT TO THE UNITED STATES CONSTITUTION**

26 124. Paragraphs 1-123 are each re-alleged and incorporated as if fully set
27 forth herein.

28

1 125. The Due Process Clause of the Fifth Amendment prohibits Defendants
2 from depriving Plaintiffs and the class members of a protected property interest
3 without adequate notice and an opportunity to be heard. Plaintiffs and the class
4 members have a protected property interest in receiving SSA benefits.

5 126. Defendants have failed and continue to fail to provide Plaintiffs and the
6 class members information in accessible formats about their individual benefits,
7 SSA benefits publication materials, and the rules governing SSA benefits
8 programs. As a result, Plaintiffs and the class members are denied adequate
9 notice and an opportunity to be heard with respect to suspensions, terminations,
10 and other actions affecting their SSA benefits. Defendants' conduct has deprived
11 and continues to deprive Plaintiffs and the class members of SSA benefits to which
12 they are entitled.

13 127. As described above, Defendants have a policy of offering a telephone
14 call to Plaintiffs to read the content of only certain kinds of standard print notices,
15 such as of proposed action with respect to Plaintiffs' and the class members
16 benefits, and then taking adverse action with respect to Plaintiffs' SSA benefits
17 regardless of whether Plaintiffs and the class members actually receive the
18 telephone call. This policy denies Plaintiffs and the class members notice and an
19 opportunity to be heard with respect to determinations and actions affecting their
20 SSA benefits. As a result, Defendants' conduct has deprived and continues to
21 deprive Plaintiffs and the class members of SSA benefits to which they are entitled,
22 without due process of law.

23

24 **THIRD CAUSE OF ACTION: DECLARATORY RELIEF**

25 128. Paragraphs 1-127 are each re-alleged and incorporated as if fully set
26 forth herein.

27 129. Defendants have and continue to fail to provide Plaintiffs and the class
28 members information in accessible formats about their individual benefits, SSA

1 benefits publication materials, and the rules governing SSA benefits programs in
2 violation of the Rehabilitation Act of 1973, and continues to suspend or terminate
3 the benefits of Plaintiffs and the class members without meaningful notice in
4 violation of the Due Process Clause of the Fifth Amendment to the United States
5 Constitution.

6 130. A judicial declaration is necessary and appropriate in order that the
7 parties know their rights and duties and act accordingly.

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs respectfully pray that this Court:

11 1. Certify at an appropriate time that this suit is properly maintainable as
12 a class action pursuant to Rule 23(b)(2) and/or (b)(3) of the Federal Rules of Civil
13 Procedure;

14 2. Declare that Defendants' failure to offer SSA benefits information in
15 accessible formats to blind and visually impaired applicants, beneficiaries,
16 recipients, and representative payees of SSA benefits programs violates section
17 504 of the Rehabilitation Act of 1973 and the Due Process Clause of the Fifth
18 Amendment;

19 3. Declare that Defendants have a duty to provide equal and meaningful
20 access to all SSA benefits information (including information about individual
21 benefits and SSA publications about its programs and rules) in formats that are
22 accessible to blind and visually impaired persons, including Braille, large print,
23 electronic mail, computer disks, and audio tape recordings;

24 4. Grant a permanent injunction, requiring Defendants, their successors
25 in office, agents, assigns, representatives, employees and all persons acting in
26 concert therewith, including state agencies responsible for disability determinations,
27 to provide equal and meaningful access to all SSA benefits information (including
28 information about individual benefits and SSA publications about its programs and

1 rules) in appropriately secure formats that are accessible to blind and visually
2 impaired persons, including Braille, large print, electronic mail, computer disks, and
3 audio tape recordings;

- 4 5. For costs of the suit herein;
- 5 6. For reasonable attorneys' fees; and
- 6 7. For such other and further relief as the Court deems just and proper.

7
8 Dated: June 18, 2008

Respectfully submitted,

9 HELLER EHRMAN LLP

10 DISABILITY RIGHTS EDUCATION AND
11 DEFENSE FUND

12 By _____ /s/ Wondie Russell

13 WONDIE RUSSELL
14 Attorneys For Plaintiffs

15 *Additional Co-Counsel for Plaintiffs:*

16 GERALD A. MCINTYRE (Bar No. 181746)

17 JEANNE FINBERG (Bar No. 88333)

18 NATIONAL SENIOR CITIZENS LAW CENTER

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20 Los Angeles, CA 90010

21 Telephone: +1.213.639.0930

22 Facsimile: +1.213.639.0934

23 gmcintyre@nslc.org

24 KATHLEEN L. WILDE (Oregon Bar No. 97105) (Admitted *Pro Hac Vice*)

25 OREGON ADVOCACY CENTER

26 620 SW Fifth Avenue, Fifth Floor

27 Portland, OR 97204

28 Telephone: +1.503.243.2081

Facsimile: +1.503.243.1738

kwilde@oradvocacy.org

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CERTIFICATION OF INTERESTED ENTITIES OR PERSONS

Pursuant to Civil L.R. 3-16, the undersigned certifies that as of this date, other than the named parties, there is no such interest to report.

June 18, 2008

HELLER EHRMAN LLP

DISABILITY RIGHTS EDUCATION AND
DEFENSE FUND

By _____ /s/ Wondie Russell
WONDIE RUSSELL
Attorneys For Plaintiffs

EXHIBIT 1

**TO SECOND AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE
RELIEF**

Social Security Administration
Supplemental Security Income
 Notice of Planned Action

Date: September 15, 2004
 Claim Number:

967

ALICE MAJORIE DONOVAN

Type of Eligibility
 Individual-Blind

We are writing to tell you about changes in your Supplemental Security Income payments. The following chart shows the SSI money due you for the months we changed. As you can see from the chart, we are changing your payments for both past and future months. The rest of this letter will tell you more about this change.

Your Payments Will Be Changed As Follows:

From	Through	Amount Due Each Month
March 1, 2003	May 31, 2003	\$0.00
October 1, 2003	October 31, 2003	\$0.00
March 1, 2004	May 31, 2004	\$0.00
August 1, 2004	Continuing	\$0.00

We will stop your payments as shown above beginning October 2004.

Why Your Payments Changed

- We find that you have resources worth more than \$2,000.00 for March 2003 through May 2003, \$2,000.00 for October 2003, \$2,000.00 for March 2004 through May 2004 and \$2,000.00 for August 2004 on.

For you to continue to receive SSI payments, the resources that you own cannot be worth more than \$2,000.00 for March 2003 through May 2003, \$2,000.00 for October 2003, \$2,000.00 for March 2004 through May 2004 and \$2,000.00 for August 2004 on. We call this amount the limit on resources.

See Next Page

09/15/2004

Resources are the things that you own such as cash, stocks, bank accounts, certain types of life insurance, buildings, and land on which you do not live. We do not include as resources the home in which you live, one car used for necessary activities, and some other things.

- Although your resources would prevent you from receiving payments, you may still be able to receive SSI while you are trying to sell your resources if all of the following are true.
 - The value of cash, including savings, and other things you have that can easily be changed into cash is less than \$1,692.00.
 - You have other things that cannot easily be changed into cash and these things make your resources too high. Examples of such things are a building or land on which you do not live.
 - You will sign a written agreement which allows you to receive SSI payments while you are trying to sell the property that causes your resources to be over the limit.
 - You agree to repay any SSI payments which you receive while trying to sell the property.

If you think all of these are true about you, and you want to receive SSI payments, please contact the local Social Security office.

Your SSI Is Based On These Facts

- You had monthly income of \$6,347.04 for June 2004. This amount does not affect your Supplemental Security Income payment.
- You had monthly income which must be considered in figuring your eligibility as follows:
 - Your wages of \$9,067.20 for July 2004.
- In figuring your payment, your income to meet work expenses was disregarded as follows- \$4,395.03 for July 2004.

Information About Medicaid

For information about any change in your Medicaid eligibility caused by this action, you should get in touch with the county welfare department.

You Can Review The Information in Your Case

The decisions in this letter are based on the law. You have a right to review and get copies of the information in our records that we used to make the decisions explained in this letter. You also have a right to review and copy the laws, regulations and policy statements used in deciding your case. To do so, please contact us. Our telephone number and address are shown under the heading "If You Have Any Questions."

09/15/2004

Things To Remember

- We may be in touch with you later about any payments we previously made.
- This determination replaces all previous determinations for the above periods.
- If you think you may be eligible for SSI again, please contact us. If you do not contact us before August 2005, you may have to file a new application. If you have to file a new application, the earliest month for which we can pay you is the month after you file.

If You Disagree With The Decision

If you disagree with the decision, you have the right to appeal. We will review your case and consider any new facts you have.

- You have 60 days to ask for an appeal.
- The 60 days start the day after you get this letter. We assume you got this letter 5 days after the date on it unless you show us that you did not get it within the 5-day period.
- You must have a good reason for waiting more than 60 days to ask for an appeal.
- To appeal, you must fill out a form called "Request for Reconsideration." The form number is SSA-561. To get this form, contact one of our offices. We can help you fill out the form.

Appeal In 10 Days To Keep Getting The Same Check

If you appeal within 10 days, you will continue to get the same check amount until we decide your case.

- The 10 days start the day after you get this letter.
- If you lose your appeal, you might have to pay back some or all of this money.

However, even if you appeal in 10 days, we may stop the check in October 2004 as shown on page 1 if both of the following are true:

- Our new decision is the same as the one appealed, and
- We send or give you a letter with our new decision in time to stop the check.

09/15/2004

Page 4 of 5

How To Appeal

There are three ways to appeal. You can pick the one you want. If you meet with us in person, it may help us decide your case.

- Case Review. You have a right to review the facts in your file. You can give us more facts to add to your file. Then we'll decide your case again. You won't meet with the person who decides your case.
- Informal Conference. You'll meet with the person who decides your case. You can tell that person why you think you're right. You can give us more facts to help prove you're right. You can bring other people to help explain your case.
- Formal Conference. This is a meeting like an informal conference. The difference is we can make people come to help prove you're right. We can make them bring important papers about your case, even if they don't want to help you. You can question these people at your meeting.

If You Want Help With Your Appeal

You can have a friend, lawyer or someone else help you. There are groups that can help you find a lawyer or give you free legal services if you qualify. There are also lawyers who do not charge unless you win your appeal. Your local Social Security office has a list of groups that can help you with your appeal.

If you get someone to help you, you should let us know. If you hire someone, we must approve the fee before he or she can collect it.

If You Have Any Questions

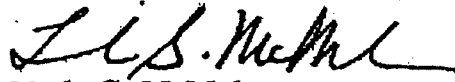
For general information about SSI, visit our website at www.socialsecurity.gov on the Internet. There, you will also find the law and regulations about SSI eligibility and SSI payment amounts.

For general questions about SSI or specific questions about your case, you may call us toll-free at 1-800-772-1213, or call your local Social Security office at 650-579-4541. Our lines are busiest early in the week and early in the month, so if your business can wait, it's best to call at other times. We can answer most questions over the phone. You can also write or visit any Social Security office. The office that serves your area is located at:

SOCIAL SECURITY
SUITE 101
800 SOUTH CLAREMONT ST
SAN MATEO CA 94402

09/15/2004

If you do call or visit an office, please have this letter with you. It will help us answer your questions. Also, if you plan to visit an office, you may call ahead to make an appointment. This will help us serve you more quickly when you arrive at the office.



Linda S. McMahon
Deputy Commissioner
for Operations

EXHIBIT 2

**TO SECOND AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE
RELIEF**

**Social Security Administration
Supplemental Security Income
Important Information**

Date: April 19, 2005
Claim Number:

A88

MARVELENA C QUESADA

Type of Payment
Individual-Blind

We are writing to tell you about changes in your Supplemental Security Income record. The rest of this letter will tell you more about this change.

Information About Your Payments

- As we told you before, we are withholding part of your check to get back money you were overpaid. Starting May 2005, we will start withholding \$89.40. Therefore, you will receive a check for \$72.60 about the first day of the month starting in May 2005.
- The \$89.40 we will withhold is 10 percent of your SSI money plus any other money we use in figuring your SSI. If you want us to withhold more or less, please call or visit your Social Security office.

You Can Review The Information in Your Case

The decisions in this letter are based on the law. You have a right to review and get copies of the information in our records that we used to make the decisions explained in this letter. You also have a right to review and copy the laws, regulations and policy statements used in deciding your case. To do so, please contact us. Our telephone number and address are shown under the heading "If You Have Any Questions."

Things To Remember

- This decision refers only to your claim for Supplemental Security Income payments.
- Would you like to work? If so, you should know about special Supplemental Security Income (SSI) rules. These rules can help you keep Medicaid and may help you keep getting some SSI even though you are working. The enclosed fact sheet tells you more about special SSI rules for people who work.

See Next Page

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04/19/2005

If You Disagree With The Decision

If you disagree with the decision, you have the right to appeal. We will review your case and consider any new facts you have.

- You have 60 days to ask for an appeal.
- The 60 days start the day after you get this letter. We assume you got this letter 5 days after the date on it unless you show us that you did not get it within the 5-day period.
- You must have a good reason for waiting more than 60 days to ask for an appeal.
- To appeal, you must fill out a form called "Request for Reconsideration." The form number is SSA-561. To get this form, contact one of our offices. We can help you fill out the form.

How To Appeal

There are two ways to appeal. You can pick the one you want. If you meet with us in person, it may help us decide your case.

- Case Review. You have a right to review the facts in your file. You can give us more facts to add to your file. Then we'll decide your case again. You won't meet with the person who decides your case. This is the only kind of appeal you can have to appeal a medical decision.
- Informal Conference. You'll meet with the person who decides your case. You can tell that person why you think you're right. You can give us more facts to help prove you're right. You can bring other people to help explain your case.

If You Want Help With Your Appeal

You can have a friend, lawyer or someone else help you. There are groups that can help you find a lawyer or give you free legal services if you qualify. There are also lawyers who do not charge unless you win your appeal. Your local Social Security office has a list of groups that can help you with your appeal.

If you get someone to help you, you should let us know. If you hire someone, we must approve the fee before he or she can collect it.

If You Have Any Questions

For general information about SSI, visit our website at www.socialsecurity.gov on the Internet. There, you will also find the law and regulations about SSI eligibility and SSI payment amounts.

04/19/2005

For general questions about SSI or specific questions about your case, you may call us toll-free at 1-800-772-1213, or call your local Social Security office at 650-994-2024. Our lines are busiest early in the week and early in the month, so if your business can wait, it's best to call at other times. We can answer most questions over the phone. You can also write or visit any Social Security office. The office that serves your area is located at:

SOCIAL SECURITY
SUITE 201
355 GELLERT BLVD
DALY CITY CA 94015

If you do call or visit an office, please have this letter with you. It will help us answer your questions. Also, if you plan to visit an office, you may call ahead to make an appointment. This will help us serve you more quickly when you arrive at the office.



Linda S. McMahon
Deputy Commissioner
for Operations

Enclosure(s):
SSI Rules That Help You Work

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04/19/2005

SSI Rules That Help You Work

We want to tell you about some special Supplemental Security Income (SSI) rules that can help you while you are working or if you begin working. These rules can help you get or keep Medicaid and may help you keep getting some SSI even though you are working.

How Your SSI May Change If You Work

If you work full-time or part-time and make \$65 or less each month, your SSI will usually not change. As the money you earn from your job goes up, your SSI will go down. However, if you have no other income (money or support), you can earn up to \$1,822.99 a month and still get at least \$1 in SSI.

If You Stop Working or Start Earning Less

If you stop working or start earning less, please let us know right away. We can increase your SSI checks, or start your SSI and Medicaid again if they have stopped. You may not even have to file a new application.

Medicaid

If you get Medicaid, it will usually continue as long as you get SSI. If your SSI stops because you begin earning too much money, you can often keep getting Medicaid as long as the following are true:

- You continue to be disabled or blind under our rules; and
- You can't pay your medical bills without Medicaid.

We Don't Count Some of Your Earnings Used for Work Expenses

The earnings you use for some of your working expenses may not count as income. For example, we sometimes don't count earnings used to pay for transportation to and from work. Also, we don't count the cost of special equipment that helps you to work.

A Plan Can Help

You may be able to keep more of your SSI if you develop a special plan to support yourself. We call this a plan to achieve self-support (PASS). This plan lets you set aside money for a certain amount of time for a work goal. For example, you may set aside money to start a business, go to school, or get training for a job.

We don't count what you set aside when we figure your SSI. This can help keep you on SSI or help you get more SSI. A PASS may also help someone you know qualify for SSI.

04/19/2005

If You Need Help Finding a Job

We can ask someone who offers vocational rehabilitation services to help you find a job or give you training.

If You Want To Know More

If you want to know more about these rules, contact any Social Security office and ask to speak to someone about work incentives.

EXHIBIT 3

**TO SECOND AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE
RELIEF**

Social Security Administration Supplemental Security Income

SOCIAL SECURITY
355 GELLERT BLVD
SUITE 201
DALY CITY, CA 94015
Claim Number:
January 7, 2005
JOG

MARVELENA QUESADA

This is a very important letter about keeping your Supplemental Security Income (SSI) case active. Please read it carefully. If there is anything you do not understand, please get in touch with us right away.

What You Need To Do

We need more information to decide if we can continue to pay you SSI. Therefore, it is important that you do the following:

- Come to see us on January 12, 2005 and ask for Mrs. . The office address is:

SOCIAL SECURITY
SUITE 201
355 GELLERT BLVD
DALY CITY, CA 94015

If We Don't Hear From You

We may stop your SSI if you don't respond to this request or contact us by January 12, 2005 to tell us why. If we stop your SSI, you could also lose any Medicaid you have now.

Before we stop your SSI, we will send you another letter to explain our decision. The letter will also explain your right to appeal the decision and how to continue getting SSI during the appeal.

- Bank statements: savings and checking accounts, and any other bank statements .
- Unemployment compensation payment records .

See Next Page

EXHIBIT 3

Page 2 of 2

- Unemployment compensation payment records .

Householder statement completed and signed by Irene Desha.

When you call or come in, please have this letter with you.

If You Have Any Questions

If you have any questions or need help, please call us at 650-994-2024 x 3014 and ask for Mrs.

Adria Leslie

Adria Leslie
District Manager

EXHIBIT 4

**TO SECOND AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE
RELIEF**

Social Security Administration Supplemental Security Income Notice of Planned Action

Date: August 5, 2003
Claim Number:

932 0729,M10,042,006451 000006451 01 MB 0.309

TAMMY R COOPER

Type of Eligibility
Individual-Disabled

We are writing to tell you about changes in your Supplemental Security Income payments. The following chart shows the SSI money due you for the months we changed. As you can see from the chart, we are only changing your payments for future months. The rest of this letter will tell you more about this change.

Your Payments Will Be Changed As Follows:

From	Through	Amount Due Each Month
August 1, 2003	Continuing	\$0.00

Why Your Payments Are Stopping

We are stopping the checks because we need correct information about your name, address or bank account.

Please contact your Social Security office as soon as possible.

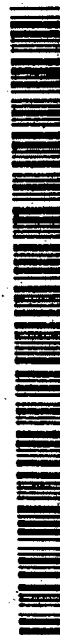
Information About Medicaid

For information about any change in your Medicaid eligibility caused by this action, you should get in touch with the county welfare department.

You Can Review The Information in Your Case

The decisions in this letter are based on the law. You have a right to review and get copies of the information in our records that we used to make the decisions explained in this letter. You also have a right to review and copy the laws, regulations and policy statements used in deciding your case. To do so, please contact us. Our telephone number and address are shown under the heading "If You Have Any Questions."

See Next Page



08/05/2003

Things To Remember

- We may be in touch with you later about any payments we previously made.
- This decision refers only to your claim for Supplemental Security Income payments.
- This determination replaces all previous determinations for the above periods.
- If you think you may be eligible for SSI again, please contact us. If you do not contact us before August 2004, you may have to file a new application. If you have to file a new application, the earliest month for which we can pay you is the month after you file.

If You Disagree With The Decision

If you disagree with the decision, you have the right to appeal. We will review your case and consider any new facts you have.

- You have 60 days to ask for an appeal.
- The 60 days start the day after you get this letter. We assume you got this letter 5 days after the date on it unless you show us that you did not get it within the 5-day period.
- You must have a good reason for waiting more than 60 days to ask for an appeal.
- To appeal, you must fill out a form called "Request for Reconsideration." The form number is SSA-561. To get this form, contact one of our offices. We can help you fill out the form.

Appeal In 10 Days To Keep Getting The Same Check

If you appeal within 10 days, you will continue to get the same check amount until we decide your case.

- The 10 days start the day after you get this letter.
- If you lose your appeal, you might have to pay back some or all of this money.

However, even if you appeal in 10 days, we may stop the check in September 2003 as shown on page 1 if both of the following are true:

- Our new decision is the same as the one appealed, and
- We send or give you a letter with our new decision in time to stop the check.

08/05/2003

How To Appeal

There are three ways to appeal. You can pick the one you want. If you meet with us in person, it may help us decide your case.

- Case Review. You have a right to review the facts in your file. You can give us more facts to add to your file. Then we'll decide your case again. You won't meet with the person who decides your case.
- Informal Conference. You'll meet with the person who decides your case. You can tell that person why you think you're right. You can give us more facts to help prove you're right. You can bring other people to help explain your case.
- Formal Conference. This is a meeting like an informal conference. The difference is we can make people come to help prove you're right. We can make them bring important papers about your case, even if they don't want to help you. You can question these people at your meeting.

If You Want Help With Your Appeal

You can have a friend, lawyer or someone else help you. There are groups that can help you find a lawyer or give you free legal services if you qualify. There are also lawyers who do not charge unless you win your appeal. Your local Social Security office has a list of groups that can help you with your appeal.

If you get someone to help you, you should let us know. If you hire someone, we must approve the fee before he or she can collect it.

If You Have Any Questions

For general information about SSI, visit our website at www.socialsecurity.gov on the Internet. There, you will also find the law and regulations about SSI eligibility and SSI payment amounts.

For general questions about SSI or specific questions about your case, you may call us toll-free at 1-800-772-1213, or call your local Social Security office at 1-503-326-5018. We can answer most questions over the phone. You can also write or visit any Social Security office. The office that serves your area is located at:

SOCIAL SECURITY
1538 SW YAMHILL ST
PORTLAND OR 97205



08/05/2003

If you do call or visit an office, please have this letter with you. It will help us answer your questions. Also, if you plan to visit an office, you may call ahead to make an appointment. This will help us serve you more quickly when you arrive at the office.



Linda S. McMahon
Deputy Commissioner
for Operations

EXHIBIT 5

**TO SECOND AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE
RELIEF**

Social Security Administration
Supplemental Security Income
Notice of Overpayment

SOCIAL SECURITY
1538 SW YAMHILL ST
PORTLAND, OR 97205
Claim Number:
September 30, 2003
D6

TAMMY R COOPER

We are writing to let you know that we have paid you \$3,173.80 too much Supplemental Security Income (SSI) money. The overpayment happened August 2002 to July 2003.

You were receiving the California supplement payment for August 2002 to July 2003. You moved to California July 2002 and returned to Oregon August 2002. Our records show SSI was not aware of your return to Oregon until August 2003; therefore, this created outstanding overpayment.

Later in this letter, we'll give you a detailed explanation of your overpayment.

You must pay us back unless we decide you shouldn't have to pay us back or we are wrong about the overpayment. If you think you shouldn't have to pay us back or disagree with the decision about the overpayment, you can:

Ask for a waiver,

Ask for an appeal, or

Do both.

This letter will tell you more about these things you can do.

If We Don't Hear From You In The Next 30 Days

We plan to collect this overpayment from your SSI checks. More information will follow.

If you ask for waiver or appeal in the next 30 days, we won't change your check until we decide the case

If You Think You Shouldn't Have To Pay Us Back

You may not have to pay us back. Sometimes we can waive the collection of an overpayment, which means you won't have to pay us back. We can do this if both of the following are true.

It wasn't your fault that you got too much SSI money.

AND

Paying us back would mean you can't pay your bills for food, clothing, housing, medical care, or other necessary expenses, or it would be unfair for some other reason.

If you think these are true about you, contact any Social Security office. You can ask for waiver at any time by completing the waiver form and returning it to us. The form is called Request for Waiver of Recovery or Change in Repayment Rate, Form SSA-632. We will be happy to help you fill out the form. We won't collect the overpayment while we decide if we can waive it.

If You Disagree With The Decision

If you disagree with the decision, you have the right to appeal. We will review your case and look at any new facts you have.

You have 60 days to ask for an appeal.

The 60 days start the day after you get this letter. We assume you got this letter 5 days after the date on it unless you show us that you did not get it within the 5-day period.

You must have a good reason for waiting more than 60 days to ask for an appeal.

To appeal, you must fill out a form called "Request for Reconsideration." The form number is SSA-561. To get this form, contact one of our offices. We can help you fill out the form.

How To Appeal

There are three ways to appeal. You can pick the one you want. If you meet with us in person, it may help us decide your case.

Case Review . You have a right to review the facts in your file. You can give us more facts to add to your file. Then we will decide your case again. You won't meet with the person who decides your case.

Informal Conference . You'll meet with the person who decides your case. You can tell that person why you think you're right. You can give us more facts to help prove you're right. You can bring other people to help explain your case.

Formal Conference . This is a meeting like an informal conference. The difference is we can make people come to help prove you're right. We can make them bring important papers about your case, even if they don't want to help you. You can question these people at your meeting

If You Want Help With Your Appeal

You can have a friend, lawyer, or someone else help you. There are groups that can help you find a lawyer or give you free legal services if you qualify. There are also lawyers who do not charge unless you win your appeal. Your Social Security office has a list of groups that can help you with your appeal.

If you get someone to help you, you should let us know. If you hire someone, we must approve the fee before he or she can collect it.

How To Pay Us Back

There are two ways you can pay us back.

As we said earlier, we plan to hold back money from your SSI check. We'll hold back \$55.20 each month December 2003 until the overpayment is paid back. This is not more than 10 percent of your total income. Ten percent is the most we can hold back without your consent. Contact us if you want a different amount held back.

OR

Another way to pay us back is to send us a check or money order for the full amount of your overpayment of \$3,173.80. Paying us this way is voluntary . Make the check or money order out to the Social Security Administration. Be sure to put your Social Security number on it. Please use the enclosed envelope to mail the check or money order to us. Also, be sure to enclose the payment stub with your check or money order

If You Have Any Questions

For general information about SSI, visit our website at www.ssa.gov on the Internet. There you will also find the law and regulations about SSI eligibility and SSI payment amounts.

For general questions about SSI or specific questions about your case, you may call us toll-free at 1-800-772-1213 or call your local Social Security office at 503-326-5019. If you call or visit our office, please bring this letter with you and ask for Ms.

Randy Crockett

Randy Crockett
Field Office Manager

A Detailed Explanation Of The Overpayment

Overpayment Summary

We overpaid you \$3,173.80. The following table shows how your payment changed each month. The first column lists the month(s) we paid you incorrectly. The next column shows the amount we paid you for each month. The last column, Correct Amount for Each Month shows the amount we should have paid you for each month.

Month	Incorrect Amount Paid	Correct Amount Due
August 2002	\$604.00	\$320.00
September 2002	\$604.00	\$320.00
October 2002	\$604.00	\$320.00
November 2002	\$604.00	\$320.00
December 2002	\$604.00	\$320.00
January 2003	\$608.00	\$324.00
February 2003	\$608.00	\$324.00
March 2003	\$608.00	\$324.00
April 2003	\$608.00	\$324.00
May 2003	\$608.00	\$324.00
June 2003	\$607.30	\$324.00
July 2003	\$607.30	\$324.00

Why You Were Overpaid

California Supplement payment for August 2002 to July 2003 caused overpayment.

PAYMENT STUB

To help us credit your record, please fill out this form and return it with your payment in the enclosed envelope.

NAME: TAMMY R COOPER

ACCOUNT NUMBER:

AMOUNT DUE: \$3,173.80

ENTER AMOUNT ENCLOSED \$ _____