

GEARY J. JOHNSON
1522 HI POINT ST UNIT 9
LOS ANGELES CA 90035
Petitioner, In Pro Per
Mobile 323-807-3099
Email: tainmount@sbcglobal.net
Facsimile: 323-345-5070

FILED
Superior Court of California
County of Los Angeles

AUG 23 2023

David W. Stayton, Executive Officer/Clerk of Court

By: J. De Luna, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

GEARY J. JOHNSON, Petitioner, vs. City of Los Angeles, Respondent, Hi Point 1522 LLC, Real Party in Interest	Case No.: 23 STCP00644 PETITIONER GEARY J. JOHNSON'S SUPPLEMENTAL PETITION IN SUPPORT OF PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097) Date: September 7, 2023 Time: 9:30 am Department: 85 Date Petition Filed: 02/28/2023
--	---

TO THE COURT AND ALL PARTIES:

ON JULY 25, 2023, the Court ordered Petitioner to file and serve this Supplemental
Petition to address Respondent CITY OF LOS ANGELES supplemental information to its
previous December 28, 2022 notice of case closure. The Court also ordered the Petitioner to

1 consider and include evidence up to the date of the July 6 2023 supplemental information of the
2 City Case CE273371.

3
4 Petitioner notes that the CITY OF LOS ANGELES has linked two other RSO cases to the
5 CE273371 case. Petitioner feels it pertinent to include those case decisions as evidence.

6
7 Petitioner submits Exhibits 36 - 112 . See exhibit list and chart in support. (Exhibits 1-35 were
8 included with the initial filed 2/28/2023 petition.)

9
10 Petitioner argues this case under CCP 1085 and 1094.5 because CITY OF LOS
11 ANGELES states its decision of case closure is under CCP section 1094.5. See decision of case
12 closure dated July 6, 2023 at Exhibit 102 and page 102-001.

13
14 Under CCP section 1094.5 (b) A decision can be set aside. The court can order a new
15 hearing also. Petitioner can also seek relief from an administrative decision under section (f).

16
17 Under CCP section 1094.5 (b) PETITIONER claims that respondent has no jurisdiction
18 on harassment, there was fair trial, and there was prejudicial abuse, abuse of discretion.,
19 Respondent has not preceded in the manner required by law.

20
21 Under CCP section 1085 petitioner questions that the CITY OF LOS ANGELES Housing
22 Department does not have authority to enforce TENANT ANTI-HARASSMENT ordinance. The
23 ordinance only gives enforcement authority to the Courts in a court action, authority to be
24 enforced under criminal statutes. There is no authority in the ordinance given to the Los Angeles
25 Housing Department to do anything. See the ordinance at Exhibit 119, page 119-001.

1 If the respondent has indeed enforcement power of the harassment ordinance, they have
2 abused their discretion in enforcing the provisions of tenant harassment ordinance. Under the
3 ordinance page 3, section 8, conduct is unlawful "Threatening to or engaging in any act or
4 omission which interferes with the tenants's right to use and enjoy the rental unit or
5 whereby the premises are rendered unfit for human habitation and occupancy." Exhibits
6 36-112 evidence the acts and omissions of the CITY OF LOS ANGELES acting in concert with
7 the Real Party in Interest to interfere with Petitioner's right to use and enjoy the rental unit. CITY
8 OF LOS ANGELES has adequate notice that the Petitioner has not been provided the parts to use
9 the owner's AKUVOX system such that this interferes with the right of Petitioner to use and
10 enjoy the rental unit. See Petitioner's rightful inquiries to the CITY OF LOS ANGELES and the
11 property owner at Exhibits 89, 90, 91, 103, 116, 118.
12

13 Under CCP section 1085 petitioner questions the illegal agency policy that deprives
14 petitioner of the right to rent reductions due to, and undisputed reduction in housing services.
15 Petitioner has been unlawfully excluded from rent reduction by CITY OF LOS ANGELES
16 policy as enumerated in the July 6, 2023 decision.
17

18 Under CCP section 1085 Petitioner asks that the court compel the performance to the rent
19 reduction and compel admission to the party, as Petitioner is precluded by corporation REAL
20 PARTY IN INTEREST AS WELL AS and the CITY OF LOS ANGELES.
21

22 Nowhere in any of the respondent decisions on the administrative cases submitted does it
23
24
25
26
27
28

1 state any authority whatsoever to enforce landlord Anti-harassment ordinance. Sub. The
2 respondent has no authority to say whether or not harassment has occurred or because they have
3 no enforcement authority over harassment by landlord.
4

5 Based on the conduct of the CITY OF LOS ANGELES, the petitioner is not able to
6 complain about harassment for fear the anti-harassment ordinance will not be applied to the
7 actions of his landlord, or to the actions of the management company, Power Property
8 Management, and corporate.
9
10

11 The evidence proves there has been a reduction in housing services to the petitioner. The
12 evidence proves the petitioner is entitled to a rent reduction.
13

14 According to the provisions of the TENANT anti-harassment ordinance, the petitioner
15 has suffered harassment. Petitioner to CITY OF LOS ANGELES and the REAL PARTY IN
16 INTEREST, complains of harassment in Exhibits 49, 56, 57, 74, 76, and 80.
17
18

19 The respondent has abused at authority and discretion by not ordering that there has been
20 a reduction or eliminating housing services required by contract or law, including the elimination
21 of parking if provided in the tenants lease or contract. This is an a illegal agency policy that can
22 be questioned under section CCP 1085 because it deprived Petitioner of rights under federal state
23 and local anti-discrimination laws. (1) The value of a reduced parking stall in the LAMC RSO
24 regulations is \$200 per month reduction in rent. Petitioner has been denied the housing service
25 reduction in rent of \$200 per month x 36 months = \$7200 for every month that parking for one
26
27
28

1 car was removed from Petitioner. Petitioner does not waive rights to seek damages above the
2
3 \$7200.

4
5 I. THE DOCUMENTS OF THE RESPONDENTS, IGNORE THAT THE PETITIONER IS
6 ENTITLED TO MAINTENANCE, WHICH INCLUDES INTERCOM AND PARKING
7 MAINTENANCE.
8

9 1. The July 6, 2023 case closure decision ignores that the rent agreement entitles
10 Petitioner to maintenance from the inception of the tenancy.
11

12 2. The maintenance "including but not limited to" and there is no indications the rent
13 agreement excludes to intercom or the parking lot striping. See the rental agreement at the
14 Petition for Writ of Mandate, Exhibit 29.
15

16 3. The city government capital improvement 2015 decision involve the wiring to the
17 intercom at that time. Petitioner Intercom 43 times but that did not result in petitioner getting the
18 repairs to the intercom at that time. Note decision.
19

20 4. Continuing damages and liability, entitles the petitioner to file repeated damage claims
21 and complaints. See cases on new evidence and continuing.
22

23 5. The city government is liable for the RSO complaints, code enforcement complaints,
24 and REAP complains all under the umbrella of the Los Angeles Housing department. There is
25

1 no provision in the code enforcement complaints, or in the REAP complains that any housing
2 services have to be available at inception of tenancy in order for the code enforcement and REAP
3 divisions to investigate. Indeed, the application of inception of tenancy issues are used in a
4 discriminatory and arbitrary manner with utter disregard to tenant rights and landlord liabilities
5 under the rent agreement. Certainly if tenants were not allowed to claim maintenance issues
6 during the course of their tenancy, then they would be no point to complain to code enforcement
7 or to even pay rent. Many items are not specifically mentioned in the rent agreement like the
8 garbage disposal, the screens on the windows, the fixtures in the bathroom and kitchen, light
9 fixtures, telephone wiring and yet all those housing services are subject to repair and
10 maintenance. If refrigerator was replaced at some point, and that is not the refrigerator that was
11 there at the inception of the tenancy, but the tenant in this case is still entitled to maintenance.
12 Even though the refrigerator is listed in the rent agreement, however in this particular case
13 agreement does not give the city the authority to exclude any items that are for the use of the
14 tenant from maintenance. And that is what the city has done. The city has acted in an arbitrary
15 capricious, and on unjust manner denying due process to the petitioner and abused authority and
16 abuse of discretion.

21
22 6. The city benefits financially from the rental agreement and rent paid. The amount of rent
23 paid since 2010 by Petitioner is about (current) \$18,000 (thousand). This is certainly enough to
24 pay the rent agreement included utilities and maintenance and parking that Petitioner seeks to
25 enforce.

1 7. See attachment to rent agreement addendum which details that owner can change
2 parking sign is it at any time which is a benefit to the tenant.

3
4 8. The respondents abuse, their discretion and authority by knowing that ignoring that the
5 certificate of occupancy for the building shows that tandem parking stalls were available before
6 the exception of the tenancy. See Exhibit 36 for the certificate of occupancy for 1973 for subject
7 address.
8

9
10 9. The Respondents abuse their discretion and authority by ignoring the declarations of
11 the petitioner and roommate in the pictures that show petitioner was parked in a tandem stall at
12 the inception of the tenancy. See Exhibits 37, 58, 120.
13

14 10. The respondents, ignore and abuse their discretion authority by not admitting that the
15 definition of available is available at the present, or at some future date. Therefore, there at the
16 respondents have a lack of evidentiary support for their claim that the Intercom was not available
17 at the inception of the tenancy. The respondent claimed that the Intercom was not working. But
18 they have given no evidence to support that if the intercom was not working, that petitioner is not
19 entitled to repairs. The rent agreement clearly states that petitioner is entitled to repairs
20 "including but not limited to" and that there is no exclusion to repairs, and that the Intercom is
21 not excluded from repairs. In fact, there is no indication that the rent agreement was intended to
22 exclude anything for the use of the tenant from repairs. "Available" is defined as "present or
23 ready for immediate use" or "free and able to do something at a particular time". (Source:
24 Meriam Webster.) "able to be obtained, used, or reached". (Source: Cambridge Dictionary).
25
26
27
28

1 These definition prove that the intercom in unit 9 (was present) and the tandem parking (was
2 present) at the inception of the tenancy. CITY OF LOS ANGELES abuses its discretion and
3 authority.
4

5 11. By not repairing, or replacing the Intercom of the petitioner year after year after year,
6 petitioner has suffered a reduction of housing services or deprivation of housing services. It is
7 only because of the arbitrary, capricious and unjust practice of the Respondent that the city
8 government has not ordered the repair or replacement of the Intercom in the petitioners unit. The
9 same argument applies to the deprivation of tandem parking.
10
11

12 12. A court decision ruled in favor of the petitioner regarding the parking and the
13 Intercom. Los Angeles county health department ordered the repair and replacement of the
14 Intercom and the tenants petitioners unit. The city government has acted in a arbitrary capricious
15 and unjust manner and outrageously denied petitioner housing services of intercom and parking
16 tandem that he is clearly entitled to.
17
18

19 13. The respondent has ignored by its arbitrary and capricious manner that the conduct of
20 the parties dictated that the petitioner and roommate did receive a tandem parking stall prior to
21 2014 for a four year period. Due to ignorance of evidentiary support, the city has made a practice
22 and policy to ignore the conduct of the parties and ignore that the petitioner could not have
23 parked in stall number eight because stall eight was occupied by another car. See Exhibits 37, 58,
24 120.
25
26
27
28

1 14. This is evidence to support that the respondents ignore in order to deny petitioner due
2 process.

3
4 15. Respondents have abused their discretion, and abused their authority by claiming that
5 they consider all the evidence which, obviously they did not.
6

7 16. The rental agreement of the petitioner says housing services are including, but not
8 limited to. The respondents have abused their authority and abused their discretion in ignoring what
9 the rental agreement says and implies.
10

11
12 **II. THE DECISIONS COLLECTIVELY OF THE RESPONDENT RSO, CODE**
13 **ENFORCEMENT, AND REAP DIVISIONS IGNORE THAT MAINTENANCE AND**
14 **REPAIR WAS AVAILABLE AT THE INCEPTION OF THE TENANCY**
15

16 17. The rental agreement does not require that any housing service is excluded from
17 repair because it is not working at the inception of the tenancy.
18

19 18. At the date of this document, the non-working intercom is still in the Petitioner's unit.
20 See Exhibit 58.
21

22 19. At the date of this document, tandem parking stalls are still available at the subject
23 address parking lot.
24

25 20. The failure to admit that maintenance was available to the Petitioner at the inception
26 of the tenancy proves the Respondent has acted in an arbitrary, capricious, and unjust manner,
27

1 and abused its discretion and authority, denied Petitioner a fair due process, and abused its
2 authority and discretion.

3
4 21. Evidence shows that the tandem parking assignment arose from the rental agreement,
5 the conduct of the parties, and a verbal agreement of the parties. Evidentiary pictures previously
6 provided to the city show Petitioner and roommate parked in a tandem stall prior to 2014.
7

8
9 22. Evidence shows that the owner (agent) Cliff Renfrew validated that Petitioner was
10 assigned to stall #14 which by the COO is a tandem parking stall for two cars. See Cliff Renfrew
11 statement at Exhibit 43.
12

13 23. Petitioner is entitled to contractual rights under 42 USC 1981 as told to the
14 Respondent. See Exhibit (7/25/23 email) 107.
15

16 24. The Respondent has an ongoing policy that deprives Petitioner of substantial legal
17 rights as stated herein. Most §1085 suits are attacks on ongoing policies. In such cases, there is
18 no statute of limitations problem. See Howard Jarvis Taxpayers Association v. City of La Habra,
19 25 Cal.4th 809 (2001)
20

21
22 **III. THE RESPONDENT CITY OF LOS ANGELES IS LIABLE TO PROVIDE**
23 **HOUSING MODIFICATIONS AS REQUESTED**
24

25 25. The three decisions of the respondent as well as other decisions, indicate that the
26 respondent actions are dysfunctional, disorientated, convoluted and lacking in evidentiary
27

1 support. See exhibits 110 and 111 for copies of latest case closures. The petitioner has been
2 denied the right to due process because he was denied a public hearing on the matter. White
3 tenants at this location continue to have access to an intercom system, and even free Wifi, while
4 the petitioner of black male etc. does not have access and for purposes of intentional harassment,
5 the Respondent and Real party in interest have not supplied Petitioner the tools/parts to use the
6 Akuvox App Based door entry system. Whites at this location continue to have access/
7 assignment to tandem parking stalls, while petitioner, a black male, etc. does not.
8
9

10 26. Respondent in issuing its revision of the so-called "typo" error did not afford
11 Petitioner any due process fair opportunity to submit new evidence before issuing its July 6,
12 2023 decision. The July 6 decision is substantially different from the previous December 22,
13 2022 decision. The Dec 2022 decision is one page; without any authority after the case was
14 closed, CITY OF LOS ANGELES supplemented the decision on July 6 2023. See Exhibit 102
15 for the now eight page decision.
16
17

18 27. The July 3 decision states it is subject to review under 1094.5 but this is a
19 misapplication by Respondent. There was no hearing held by the Respondent so CCP 1094.5
20 may not apply. "1094.5. (a) Where the writ is issued for the purpose of inquiring into the
21 validity of any final administrative order or decision made as the result of a proceeding in which
22 by law a hearing is required to be given, evidence is required to be taken, and discretion in the
23 determination of facts is vested in the inferior tribunal, corporation, board, or officer, the case
24 shall be heard by the court sitting without a jury."
25
26
27
28

1 28. "If broader goal is to change agency policy, then you need to file §1085 writ as well."
2 (Source: Western Law Center). Petitioner challenges city policy that states intercom repair and
3 tandem parking repair ——maintenance——are only available at the inception of the tenancy;
4 petitioner challenges and seeks to change the city policy and practice as it defines "available at
5 inception of tenancy"; Petitioner challenges the definition of "available" as used by the
6 Respondent.
7

8
9 29. This matter is correctly before this court under the authority of CCP section 1085 and
10 CCP section 1094.5.
11

12 **IV. THE RESPONDENT JULY 6 SUPPLEMENT AND PREVIOUS CASE CLOSURES**
13 **PROVE THE CITY OF LOS ANGELES PATTERN AND PRACTICE RACIAL**
14 **DISCRIMINATION**
15

16
17 30. Since 2014, the Respondent has acted in concert with the Real party In Interest Power
18 Property management Inc, agent for owner Hi Point Apts LLC(2014-2019) and agent for Hi
19 Point 1522 LLC (2019 to current) to deny Petitioner maintenance to the intercom in his unit and
20 maintenance to the parking stall to create a tandem stall.
21

22
23 31. Petitioner attaches the latest two case closure decisions because the respondent says
24 they are related to the original, and July 6 notice of case closure. Petitioner requests the court to
25 conserve time that the court considers all the three case closure decisions since the respondent
26 says they are related. See Exhibits 110 and 111.
27

32. The case closures of the Respondent are not only poisoned by the fruits of intentional racial discrimination the likes of the Ku Klux Klan but In its supplement the City alleges the harassment issues were adjudicated in previous case numbers. This is false and misleading because the cases quoted by the City occurred in 2015 while the city harassment ordinance was not passed into law until 2021, therefore Petitioner complaints of harassment to the city had not been previously addressed prior to 2021 as the City falsely alleges. See the email to the city of Los Angeles at Exhibit 116 where CITY OF LOS ANGELES is notified.

33. The City fails to give evidentiary support for its position because while it provides copies of the previous case closures, it will mislead the Court by not providing the copies of the Petitioner complaints that preceded the case closures.

34. Respondent's case closures violate Petitioner's right to seek damages for harms that are continuing and damages due to obligations that are continuing upon the monthly payment of rent as endorsed by the Real Party in Interest.

35. Continuing obligations and new evidence. See code violation complaint 851127. See Exhibit 65 code violation complaint.

36. The supplement to the case closure by Respondent of July 6, 2023 denied Petitioner due process right to submit new evidence and ignored Petitioners' request for reasonable housing modification, such requests occurring between January and July of 2023. In an act of desperate corruption, the city has attempted to corrupt the file in this matter. For city case CE273371,

1 Petitioner submitted a complaint with a small number of attachments which I shall reveal to the
2 court. Subsequent Petitioner requested a copy of the file after the case was closed. City records
3 responded with a copy of the file which again I will reveal the number of pages to the court. See
4 exhibit 60. Subsequent to that, Petitioner around 8/3/2023 requested a copy of the same file. See
5 the Exhibit 117 for a copy of that Response in which the city states the file has become
6 “voluminous”. The file became voluminous because of the corruption of the city. The Court is
7 asked to require that the Respondent initially only copy the court exactly what Petitioner
8 submitted with his CE273371 complaint. If the file is suddenly voluminous, the Petitioner was
9 denied a fair trial to examine those “voluminous” documents.
10
11
12

13 37. Respondent has made a ministerial and pattern and practice distinction that denies the
14 Petitioner the right to a fair hearing, denies the Petitioner the housing service of a rent reduction,
15 and denies the Petitioner the right to full and equal housing services. Respondent discerns that
16 the intercom and tandem parking were not “available” at the inception of the tenancy and
17 therefore are not entitlements to the Petitioner. This is a bias on the part of the Respondent that is
18 not supported by the city code enforcement complaint process, not supported by city REAP
19 provisions, and not supported by the rent agreement.
20
21

22 38. “Ordinary mandamus maybe used to compel the performance of a duty that is purely
23 ministerial in nature.....or to correct an abuse of distract discretion.” (American Board of
24 Cosmetic Surgery Inc. v Medical Board of California (2008) 162 Cal.App.4th 534, 547).
25
26
27
28

1 The court reviews issues of fact for whether the decision was “entirely lacking in evidentiary
2 support.” (American Board of Cosmetic Surgery Inc. v Medical Board of California (2008) 162
3 Cal.App.4th 534, 547). “Abuse of discretion . an error of judgment by a trial court in making a
4 ruling that is clearly unreasonable, erroneous, or arbitrary and not justified by the facts or the law
5 applicable in the case.” The decision of the Respondent dated July 6, 2023, joined by the August
6
7 3 two decisions, are clearly unreasonable, erroneous and not justified by the facts or the law.
8

9 39. The petition is under CCP 1085 because the decision at issue was not decided after a
10 quasi judicial administrative process that required a hearing. McGill v Regents of University of
11 California (1996),44 Cal.App.4th 1119, 1130.
12

13 40. A CCP 1085 petition concerns claims to perform ministerial duties or to cease or
14 invalidate unlawful actions or decisions that are not supported by evidence, abuses of discretion
15 or unlawful. California Hospital Association v. Maxwell-Jolly (2010) 188 Cal.app.4th 559,569–
16 570 (abuse of discretion and proper interpretation of law.)
17
18

19 CONCLUSION
20

21 The documents and pictures supplied to the LAHD indicate the services provided at the
22 inception of tenancy, and available at the inception of tenancy, to tenants unit 9, including
23 Petitioner as one of two Black males. I was provided with a tandem parking stall #14 in 2010
24 (inception of tenancy) and the rent agreement indicates parking for two vehicles. The change in
25 terms of tenancy submitted by the owner and signed by Petitioner (See Exhibit) proves that we
26 were assigned to stall #14 and asked to move to stall #8 (a single car stall). That is a reduction in
27
28 PETITIONER GEARY J. JOHNSON’S SUPPLEMENTAL PETITION IN SUPPORT OF PETITION FOR WRIT OF

1 parking and a condition assumed by the current owner of the property. In terms of the intercom
2 and repairs, at the inception of the tenancy, we were entitled to unlimited maintenance per the
3 rent agreement only conditioned upon reporting the need for repairs of items that are not my
4 personal items or due to fault of mine. The unlimited repairs have been reduced to the point the
5 intercom has not been repaired or replaced. Finally I gave you information, which has apparently
6 been ignored, that the owner thru Thomas Khammar admitted in a court proceeding that I am
7 entitled to a working intercom---he said that the building needs to be rewired--- and in the same
8 court proceeding he said we are entitled to parking for two vehicles---"tandem parking"---
9 because he made the statement, false, that we already have parking for two vehicles. If any
10 LAHD employee was not racially biased against me, then they would not have issued the
11 decision that services have not been reduced. The owner admitted it in the documentation.
12
13
14

15 Under law, Petitioner is entitled to file a new complaint where the harm is continuing,
16 obligations are continuing, and there is new evidence. The CE282421 case contains new
17 evidence that was not addressed in the CE273371 case. New evidence that the LAHD decisions
18 does not address is the request for parts/tools smartphone and W-Fi to use the Akuvox App based
19 system (to use my own personal smartphone and internet would be an invasion of my privacy as
20 well as a violation of the rent agreement that the owner is supposed to provide the housing
21 services parts and labor) which the evidence of the Akuvox did not occur until 5/19/23; the July
22 6 decision fails to address Petitioner request to the City and to owner for reasonable housing
23 modification, such request that occurred around April 2023 (well past the CE273371 filing).
24 Failure to address a request for accommodation within 30 days is evidence that the request has
25
26
27
28

1 been denied and the finding that intentional discrimination has occurred because of my race,
2 Black, sex male, age over 45 and because I have a disability, a violation of the state Unruh Act,
3 CC section 51, 52.
4

5 Petitioner has been denied a fair trial. RESPONDENT decisions are not supported by the
6 findings. The findings are not supported by the evidence.
7

8 The rent agreement and written declarations of the Petitioner and roommate, clearly says
9 petitioner is entitled to parking for two cars. This is undisputed. The city they respondent is out
10 without authority or discretion to claim they have evidentiary support to the opposite. The
11 addendum to the rent agreement clearly states that the owner can change parking assignments
12 meaning that the tenant is the petitioner is entitled to other parking could be entitled to some
13 other parking at some point. The position of the responding is that they can somehow determine
14 what parking is entitled by the petitioner and that position would be not in compliance with the
15 rent agreement. They responded has not provided any evidentiary support that they have the
16 authority to change any of the entitlements to maintenance in the rental agreement of petitioner.
17 He responders have not provided any authority or evidential support that they can change the
18 petitioners entitlements to parking for two cars.
19
20
21
22

23 It is contradictory for the Respondent to claim in 2015 that Petitioner is not entitled to a
24 rent deduction due to the lack of repair to the intercom, yet at the same time the Respondent
25 approved a rent increase to owner that Petitioner paid for the repair of wiring to the same
26 intercom system thru the City capital improvements program 2015. The rent increase to
27
28

1 Petitioner for the front and rear keypad entry was \$.044 per month for five years; the wiring was
2 connected to the same front door as the intercom wiring replaced at the same time; the front door
3 keypad was a replacement of the previous keypad so it was not a new installation. But at the
4 same time, the Intercom unit in the petitioners apartment number nine was never connected to
5 the new system at the front door. The same system that petitioner was required to pay \$.44 per
6 month for five years.
7

8
9 The December 28, 2022 and July 6 2023 decision of Respondent is so obviously against
10 the evidence and reason that it violated Petitioner due process right to a fair trial.
11

12 Respondents have not provided any evidentiary that petitioner is not entitled to full and
13 equal housing services as enumerated under the state Unruh act civil CC 51,52 including but not
14 limited to fully equal housing services and benefits. To include working intercom in his unit and
15 also the assignment of a tandem parking stall and parts or tools in order to use the Akuvox
16 system.
17

18
19 The Respondents have acted in concert with the owner to deny Petitioner reasonable
20 housing modifications. A denial of such is considered to be a violation of the state Unruh Civil
21 Rights Act, CC section 51, 52.
22

23
24 "The city government has refused the accommodation, and refused to engage in an
25 interactive process of discussion. The city government and the Los Angeles Housing Department
26 is engaged in the abuse of federal monies and using federal monies for purposes of housing
27

1 discrimination.” Email June 23, 2023 at Exhibit 99.

2
3 On the herein mentioned grounds, Petitioner will file an opening brief that will request
4 the Court to order the Respondent to vacate its notice of case closure dated July 6, 2023 and
5 order the Respondent to amend its July 6, 2023 case closure to grant the relief the Petitioner has
6 requested i.e. rent reduction due to reduction in housing services.
7

8
9 Date: AUGUST 21, 2023

10 RESPECTFULLY

11
12 By: 
13 **GEARY J. JOHNSON** Petitioner, In Pro Per

TABLE OF CONTENTS

Page number

I. THE DOCUMENTS OF THE RESPONDENTS, IGNORE THAT THE PETITIONER IS ENTITLED TO MAINTENANCE, WHICH INCLUDES INTERCOM AND PARKING MAINTENANCE.	5
II. THE DECISIONS COLLECTIVELY OF THE RESPONDENT RSO, CODE ENFORCEMENT, AND REAP DIVISIONS IGNORE THAT MAINTENANCE AND REPAIR WAS AVAILABLE AT THE INCEPTION OF THE TENANCY.....	19
III. THE RESPONDENT CITY OF LOS ANGELES IS LIABLE TO PROVIDE HOUSING MODIFICATIONS AS REQUESTED	10
IV. THE RESPONDENT JULY 6 SUPPLEMENT AND PREVIOUS CASE CLOSURES PROVE THE CITY OF LOS ANGELES PATTERN AND PRACTICE RACIAL DISCRIMINATION	12
CONCLUSION	15

TABLE OF AUTHORITIES

	Page Number
Howard Jarvis Taxpayers Association v. City of La Habra, 25 Cal.4th 809 (2001)	10
American Board of Cosmetic Surgery Inc. v Medical Board of California (2008) 162 Cal.App.4th 534, 547.....	14, 15
McGill v Regents of University of California (1996),44 Cal.App.4th 1119, 1130.....	15
California Hospital Association v. Maxwell-Jolly (2010) 188 Cal.app.4th 559,569–570....	15

Statute

CCP section 1094.5 (b).....	2, 11, 12
CCP section 1085	2,3,4,4,10,12,15
Meriam Webster	7
Cambridge Dictionary	7
42 USC 1981	10
Unruh Act, CC 51,52	17, 18

Exhibit List Supporting Document Exhibits

Supplemental Petition to Petition for Writ of Mandate

by Geary J. Johnson

[The list of supporting documents must contain a brief description of the contents of each exhibit. CRC 8.486(c) (C)]

APRIL 1973

1973-4-17. ADDRESS 1522 Hi Point St 90035. City government Certificate of Occupancy showing required 27 required parking stalls. 18 one bedrooms. Six parking stalls are tandem.

MARCH 2015.

March 2015. Amended declaration, Wilson and Johnson regarding parking at subject address. This is evidence that petitioner was assigned to a tandem, parking stall, and receiving all benefits. This is evidence that stall number 8 was occupied by another tenant at the time. This is evidence that the owner intended petitioner to have a two car tandem stall at the time at the inception of tenancy. This is evidence that the insertion of number eight, into the rent agreement was at some point a typo. Subject to correction. These declarations are also evidence that the tenant entered into a legal verbal agreement to be assigned. A tandem parking stall.

OCTOBER 3 2015.

Tenant, RSO complaint submitted. 17 pages. In pertinent part , under attachment to RSO complaint, Petitioner asks what are the qualifications for a tenant to be assigned an intercom or tandem parking stall?

DECEMBER 2015.

Email from Los Angeles county health department official ordering the repair replacement or removal of the intercom system in unit nine.

JANUARY 2016.

DECLARATIONS, WILSON AND JOHNSON REGARDING INTERCOM AT SUBJECT ADDRESS. 1/1/2016. Evidence that intercom was available at inception of tenancy. (4 pages).

MAY 2019.

Related Lawsuit against previous owner, Hi Point Apts LLC and also naming current property management company, Power Property Management, Inc. and the subject matter includes denial of intercom service, or in this case described as call box. Los Angeles Superior Court case 19STCV18302 Nelson versus Fox Hills Drive. Filed may 28 2019. (redacted). 4 pages.

NOVEMBER 2021

2021-11-4. Signed agreement notice of change in terms of tenancy. Signed by petitioner on November 4, 2021. This is evidence that petitioner was assigned to tandem parking stall number 14 at the inception of the tenancy.

2021-11-30. Priority mail to City attorneys office. Requesting assistance with housing services eight pages with postal proof of delivery. This is a letter from the petitioner. The letter states an pertinent part "there's no indication in the rent agreement that the Intercom is to be excluded from maintenance." The LAMC, however, prohibits the owner from charging a tenant a fee for services that were available at the inception of the tenancy, i.e. tandem parking was available in 2010 tenancy included in the rent." (see document page 3).

DECEMBER 2021

2021-12-3. Lawsuit against previous owner of High Point Apts, LLC. Subject matter is similar. Redacted. Case 21STSC04574. Filed. Judgment issued in favor of petitioner as plaintiff. It appears that the court awarded plaintive Geary J Johnson about \$500 but only based on the time period of May through June 2021. So that could be prorated for the rest of the 12 months backwards or forwards.(5 pages). This place is monetary value on the intercom and on the parking. This is evidence that a court has ruled that the petitioner is entitled to a monetary rent decrease based on the removal of the intercom availability and removal of the tandem stall parking stall availability.

FEBRUARY 2022

2022-2-5. Court case 21 STSC04819. "Request for court order and answer." Redacted. Johnson versus Hi Point 1522 LLC. Nine pages. Case dismissed without prejudice.

JULY 2022

2022-7-8. Email re New code violation complaint filed. Filed under LAHD case CE271455. This email was addressed to various city officials, as well as Thomas Khammar, who is the agent for current agent for owner Hi Point 1522 LLC as well as the property management company.

SEPTEMBER 2022

2022-9-5. Email re LAHD case number CE271455. 3 pgs.

2022-9-8. Email re Re: Your letter re Satellite Dish - (Harassment Under City Ordinance 187109) (Breach of the rental agreement by the owner)

2022-9-9. Email re Docs for Case LAHD CE271455

OCTOBER 2022

2022-10-5. Notice of case closure LAHD CE 271455. LAHD claims LAHD could not open submitted documents which was their fault, not fault of claimant. Petitioner resubmitted same documents to new LAHD case and sent docs by Priority Mail.

2022-10-5. Email from LAHD receipt of documents. Re: Re Your Racist Closure of LAHD case CE271455 - Referred to DFEH investigation of LAHD case 202201-15997931

2022-10-6. Redacted Attachment to Los Angeles Housing RSO Complaint. CE273371. 3 pages. "Complaint for and new evidence not previously heard by LAHD."

Picture of Intercom front of building and keypad. LAHD case CE271455. Undated. Address 1522 Hi Point St and shows Petitioner unit number 9. This system has since been removed by the owner without a corresponding rent decrease.

DECEMBER 2022

2022-12-8. Email re Please cease your retaliatory threats of physical violence - (DFEH/ CRD case 202211- 18897616)- Violation of the Unruh Act (9 pages)

2022-12-15. Email re LAHD Case number CE273371 re your December 13, 2022 letter - Repeated harassment by owner

2022-12-29. Email re Racist closure of LAHD case CE273371 - Housing Services still denied - DFEH file 202201- 15997931---Owner Found Liable for Illegal Harassment.

Assorted. Declaration Black guest R. Bellamy 5-17-2017 observation under penalty of perjury non-working intercom; Picture 8/8/2011 Petitioner and roommate parked in stall #14 tandem; 2013 showing parking lot at 1522 Hi Point another tenant parked in stall #8 evidence that Petitioner was not assigned to stall #8 ; Intercom inside unit 5/15/22 as told to LAHD CE271455- bare wiring ; 6/20/23 Verified picture of intercom inside unit 9.

Undated. Excerpt Unruh Act and 42 USC section 1981 "Equal rights under the law"

JANUARY 2023

2023-1-23. REDACTED LAHD Record Release case end 371 as 138 Pages. CE 273371.

FEBRUARY 2023

2023-2-3. Letter to Mayor Karen Bass via Priority Mail Env. (4 pages. Enclosures redacted)

MARCH 2023

3-1-23 Rent paid

3-8-23 Email. Re 1522 Hi Point St 9 owned by Hi Point 1522 LLC- Request for reasonable accommodation - CRD Case 202211-18872714

3-13-23. Email re Continued Request for Reasonable Accommodation and Continued Request for Housing Services Intercom Repair and Tandem Parking

3-17-23. Code Violation Complaint 851127. Receipt from City. 15 pages total.

3-17-23. Email re Code complaint filed 851127 against 1522 Hi Point St

3-17-23. Email re Attention need for Intercom Repair and parking stall striping - LASC Court Case

APRIL 2023

2023-4-1 Rent paid redacted minus roommate. Endorsed. "Paid under duress for intercom repairs and tandem parking."

2023-4-4. Email re Sink Disposal Leak at 1522 Hi Point St Unit 9

2023-4-5. Email re Re: Complaint 846533 (To Richard Brinson Housing Inspector)

2023-4-12. Doctor Letter Request housing accommodation. (from Pacific Oaks)

2023-4-13. Email re ? Mailbox lock Repair at 1522 Hi Point 9 - St 90035 ?

2023-4-13. Email re Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for Accommodation at 1522 Hi Point St 90035

2023-4-14. Email re CC section 1954 Violation - Intent to Arrest for Trespassing-Harassment By Owner

2023-4-24. Email re Mailbox, Intercom, Parking, Harassment at Hi Point Apts.

2023-4-27. Email re Fw: Attention need for Intercom Repair and parking stall striping - LASC Court Case

MAY 2023

2023-5-1 Rent Paid. "Paid under duress for repairs intercom and tandem parking."

2023-5-1 Email re New code violation complaint re 1522 Hi Point St 90035- a rent controlled property . To Housing and Mayor and Council

2023-5-3. Email Submission for City LAHD Case CE280933 - re Harassment by Landlord

09/01/2023

2023-5-3. Letter docs submitted to LAHD. 8 pages.

2023-5-6. Email re Upcoming Opportunity to Repair for May 8, 2023 at 1522 Hi Point St Unit 9 at 90035.

2023-5-11. Email re Opportunity to Repair for May 11, 2023- Memorialization- Intercom and Tandem Parking NOT addressed

2023-5-12. Email re Unlawful Retaliation by Owner and City Government - Deprivation of Housing Services

2023-5-23. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure

2023-5-25. Email re 18 US Code section 1701 Obstruction of Mails

2023-5-28. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure.

JUNE 2023

2023-6-1 Rent Paid

2023-6-3. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox-LAHD RSO complaint CE280933

2023-6-4. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox-LAHD RSO complaint CE280933

2023-6-5. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox-LAHD RSO complaint CE280933

2023-6-5. Email re Regarding call from Benjamin Renka at 10:22 am. - To Benjamin Renka- city case LAHD RSO complaint CE280933

2023-6-6. Email re New RSO complaint CE 282421 requests damages against Hi Point 1522 LLC and Power Property Management Inc. "I am a tenant who is Ham-Jew-DNA-Kushite/Black male American I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52".

2023-6-10. Email re Repeated request for information from Property Owner - file RSO case number CE282421- Attention city employee April Aguilar. "I am a tenant who is Ham-Jew-DNA-Kushite/Black male American . I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52".

2023-6-12. Email re False and Deceptive Business Practices- RSO LAHD case number CE282421. CRD Case 202305-20745222. "As you know, the removal of the previous intercom-keypad system was done without notice and tenants like myself were damaged by not being able to receive USPS mail and other deliveries for a pretty lengthy time period. I still don't know if the owner has established access to delivery persons. Numerous emails to the property owner and management company remain unanswered."

✓

09/01/2023

2023-6-12. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. CRD Case 202305-20745222 . "Racists Among Us"

2023-6-(14)15. Evidence List. City Case CE282421. In pertinent part states: "I ask the Housing Department to order a rent reduction because I and my roommate were removed from parking in a tandem parking stall, a reduction from two car stall to one car stall. The signed 2021-11-4 shows that the owner admitted I was parked in a two car stall. Pictures show me and my roommate parked in a two car stall #14. A picture shows my roommate parked in stall #8, a single car stall. The owner has failed to provide us with the smartphone and internet to use the Akuvox smartphone enabled app that has intercom and keypad capability. The owner actions of not providing the tools to use the Akuvox and the denial of tandem parking are illegal harassment as defined under the city Anti-Tenant Harassment Ordinance. The Akuvox system is not the same as the previous intercom system. Therefore the owner has removed the outdoor unit intercom and keypad which did not require smartphone and internet to operate, a reduction in services, and replaced it with a vastly different system without offering a reduction in rent. Also, the new system can only be operated by use of smartphone and internet. This is an illegal rent increase because the owner has not supplied the smartphone and internet to use the Akuvox system (see emails evidence). If I was to purchase a smartphone and internet in order to use the Akuvox system, this would be an expenditure not recognized under the rent agreement but recognized by the city as an additional illegal rent increase. (And invasion of privacy). The emails and documents attached herein, indicative but not all inclusive, prove the landlord reduction in services without a corresponding rent decrease, and prove harassment. Essentially I still do not have a working intercom system. Essentially I still do not have a tandem parking stall. This complaint is continuing damages and continuing obligations. All rights reserved."

2023-6-15. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222

2023-6-23. Email re New code violation complaint filed - Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222 "City government published documents show race and disability discrimination practiced by city employees. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination"

2023-6-30. Email re VERIFICATION OF DOCUMENTS RECEIVED BY LAHD. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222.

JULY 2023

2023-7-1. Rent Paid. "Rent and intercom repair and tandem parking".

2023-7-6. Letter Notice of Case Closure by Respondent. Case CE273371. 9 pages. Evidence of the city government's racial bias, corruption, housing discrimination, abuse of authority and discretion, and actions that are arbitrary, capricious, and unjust and have denied Petitioner a fair trial.

2023-7-11. Email re New code violation complaint filed against Hi Point 1522 LLC- city case number 862993- Housing services needed tandem parking stall and smartphone and WiFi to operate Akuvox. "The Power of Racism Is Among Us"

2023-7-13. Fax to Power w today Email re 1954

2023-7-17. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421. "The city government, as the causal nexus affect of my written complaints to them, have at all times refused to provide the housing services requested by me; their actions of not doing so are intentional to cause harm to me."

2023-7-21. Email re Response to phone calls received from city employees and property owner. Reference July 19, 2023 email sent at 8:41 am. CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421

2023-7-25. Email re Your Unlawful Notice to Enter Dated July 25 - Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 .

2023-7-25. Email re Writ of Mandate against LAHD - Case CASE NO. 23STCP00644 You indicated to the court that there are thousands of pages of documents that would make up the record. I find it strange the Petition was filed and served around 2-23-2023 and yet at this date your staff of over 33 attorneys has not been able to compile the record for purposes of the proceeding.

2023-7-27. Email re Still Repair to Sink Made- Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 - New Evidence

2023-7-31. Communication from Public. Excerpt. Council file no. 23-1200-S132. 2 pages redacted from 54 pages. This is evidence of what length the city government Los Angeles will go to in order to deny full and equal housing services to this Black, male, age over 45, with a disability, Petitioner.

AUGUST 2023

2023-8-8. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. (10 pgs)

2023-8-10. Fax with receipt to Power Property Management Group, Inc.

2023-8-3. Respondent letter Notice of case closure CE282421. Evidence that the City refuses to recognize new damages and continuing obligations of the parties; evidence that the city acts in concert to deny Black tenants full and equal housing services due to race, sex, age, disability and because they complained.

2023-8-3. Respondent letter Notice of case closure CE280933. Evidence that the City refuses to recognize new damages and continuing obligations of the parties; evidence that the city acts in concert to deny Black tenants full and equal housing services due to race, sex, age, disability and because they complained. In Petitioner response, he will notice that the matter of the Akuvox system and the request for reasonable accommodation were not part of the CE273371 case because those facts had not occurred yet. The City here attempts to in corruption using federal tax monies engage in falsification of the record.

2023-8-8 Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications.

2023-8-12 Email. Re Case CE273371- Notice of case Closure

2023-8-12. Email re Re: Case # CE273371 - Notice of Case Closure. Response of Petitioner. Request for administrative hearing Cal Govt Code section 114251.10(a)(1).

2021-8-13. Letter from property owner Meghan Hayner (Bold Partners) authorizing Power Property Management Inc. to conduct housing discrimination on behalf of the owner.

2023-8-14. Email re Biased case closure city RSO CE282421. MAINTENANCE, AKUVOX TOOLS, AND REQUEST FOR ACCOMMODATION DENIED. In pertinent part, reads, "15. You claim your decision is based on previous case CE273371. That case was filed 10/5/22. This case herein was filed 5/3/2023. This case addresses new evidence that has occurred after 10/5/22 therefore your decision of closure is an abuse of authority, abuse of discretion, arbitrary, capricious and unjust and evidence of the City of Los Angeles pattern and practice housing discrimination against Blacks like myself. 16. Under law, I am entitled to file a new complaint where the harm is continuing, obligations are continuing, and there is new evidence. The CE280933 contains new evidence that was not addressed in the CE273371 case. 17. I have been denied a fair trial.. Your decision is not supported by the findings. Your finding are not supported by the evidence."

2023-8-14. Letter. From City Custodian of Records on case CE273371 now balloons to "voluminous"

2023-8-15 Picture. "The Akuvox system outside 1522 Hi Point St. apartments. Some tenants refuse to use the system due to privacy concerns. Others object to the increase in rent amount needed to purchase a smart phone and incur monthly Internet fees. The owner refuses to supply free smartphone and internet to Black tenants."

09/01/2023

VIII

CERTIFICATE OF COMPLIANCE

Counsel of record hereby certifies that pursuant to rules 8.204(c)(1) and 8.486(a)(6) of the California Rules of Court, the Supplemental Petition contains 4450 words, not including the tables of contents and authorities, the caption page, the verification page, signature blocks, or this certification page.

DATED: Aug 21, 2023

Geary J. Johnson

CRC Rule 8.486. Petitions. Chapter 7. (a) Contents of petition

- (6) Rule 8.204(c) governs the length of the petition and memorandum, but, in addition to the exclusions provided in that rule, the verification and any supporting documents are excluded from the limits stated in rule 8.204(c)(1) and (2).

CRC Rule 8.204(c) Length

- (1) Except as provided in (5), a brief produced on a computer must not exceed 14,000 words, including footnotes. Such a brief must include a certificate by appellate counsel or an unrepresented party stating the number of words in the brief. The person certifying may rely on the word count of the computer program used to prepare the brief.

VERIFICATION

HI GEARY J. JOHNSON, AM THE PETITIONER
IN THIS PROCEEDING. I HAVE READ THE
FOREGOING PETITION AND KNOW ITS
CONTENTS. THE FACT STATED THEREIN ARE
TRUE, AND ARE WITHIN MY PERSONAL
KNOWLEDGE.

I DECLARE UNDER PENALTY OF PERJURY
UNDER THE LAWS OF THE STATE OF
CALIFORNIA, THAT THE FOREGOING IS TRUE
AND CORRECT.

DATED AUGUST 21, 2023

A handwritten signature in cursive script, reading "Geary J. Johnson", is written over a horizontal line.

GEARY J JOHNSON
PETITIONER

23STCP00644

2023-8-16 Letter to Editor. Published Random Lengths News.

Chart Table of Contents of Supporting Documents Exhibits

Exhibits Supplemental Petition to Petition for Writ of Mandate
by Geary J. Johnson filed 02/28/2023

Volume I - Exhibits 36-90 (257 pages)

Volume II - Exhibits 91-121 (178 pages)

Exhibit		Pages
1-35	See PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). Filed 2/28/2023.	See Petition for Writ of Mandate
36	1973-4-17. ADDRESS 1522 Hi Point St 90035. Certificate of Occupancy showing required 27 required parking stalls. 18 one bedrooms. Six parking stalls are tandem.	36-001
37	March 2015. Amended declaration, Wilson and Johnson regarding tandem parking at subject address.	37-001
38	October 3 2015. Tenant, RSO complaint submitted. 17 pages.	38-001
39	December 11, 2015. Email from Los Angeles county health department official ordering the repair replacement or removal of the intercom system in unit nine.	39-001
40	January 1, 2016. DECLARATIONS, WILSON AND JOHNSON REGARDING INTERCOM AT SUBJECT ADDRESS. 1/1/2016. Evidence that intercom was available at inception of tenancy. (4 pages).	40-001

09/01/2023

IX - XVI

41	May 28 2019. Related Lawsuit against previous owner, Hi Point Apts LLC and also naming current property management company, Power Property Management, Inc. and the subject matter includes denial of intercom service, or in this case described as call box. Los Angeles Superior Court case 19STCV18302 Nelson versus Fox Hills Drive. Filed may 28 2019. (redacted). 4 pages.	41-001
42	August 13, 2021. Letter from property owner Meghan Hayner (Bold Partners) authorizing Power Property Management Inc. to conduct business (housing discrimination?) on behalf of the owner.	42-001
43	Nov 4, 2021. Signed agreement notice of change in terms of tenancy. Signed by petitioner on November 4, 2021. This is evidence that petitioner was assigned to tandem parking stall number 14 at the inception of the tenancy.	43-001
44	Nov. 30, 2021. 2021-11-30. Priority mail to City attorneys office.	44-001
45	December 12, 2021. Lawsuit against previous owner of Hi Point Apts, LLC. Subject matter is similar. Redacted. Case 21STSC04574. Filed. Judgment issued in favor of petitioner as plaintiff regarding intercom and tandem parking damages.	45-001
46	February 5, 2022. Court case 21 STSC04819. "Request for court order and answer." Redacted. Johnson versus Hi Point 1522 LLC. Nine pages. Case dismissed without prejudice.	46-001
47	July 8, 2022. Email re New code violation complaint filed. Filed under LAHD case CE271455.	47-001
48	September 5, 2022. Email re LAHD case number CE271455. 3 pgs.	48-001
49	September 8, 2022. Email re Re: Your letter re Satellite Dish - (Harassment Under City Ordinance 187109) (Breach of the rental agreement by the owner)	49-001
50	September 9, 2022. Email re Docs for Case LAHD CE271455	50-001
51	October 5, 2022. Notice of case closure LAHD CE 271455. LAHD claims LAHD could not open submitted documents which was their fault, not fault of claimant	51-001
52	October 5, 2022. Email from LAHD receipt of documents. Re: Re Your Racist Closure of LAHD case CE271455 - Referred to DFEH investigation of LAHD case 202201-15997931	52-001
53	October 6, 2022. Redacted Attachment to Los Angeles Housing RSO Complaint. CE273371. 3 pages. "Complaint for and new evidence not previously heard by LAHD."	53-001

09/01/2023

X

54	Undated. Picture of Intercom front of building and keypad. LAHD case CE271455.	54-001
55	December 8, 2022. Email re Please cease your retaliatory threats of physical violence - (DFEH/CRD case 202211- 18897616)- Violation of the Unruh Act (9 pages)	55-001
56	December 15, 2022. Email re LAHD Case number CE273371 re your December 13, 2022 letter - Repeated harassment by owner	56-001
57	December 29, 2022. Email re Racist closure of LAHD case CE273371 - Housing Services still denied - DFEH file 202201-15997931---Owner Found Liable for Illegal Harassment.	57-001
58	Assorted. Declaration Black guest R. Bellamy 5-17-2017 observation under penalty of perjury non-working intercom; Picture 8/8/2011 Petitioner and roommate parked in stall #14 tandem; 2013 showing parking lot at 1522 Hi Point another tenant parked in stall #8 evidence that Petitioner was not assigned to stall #8 ; Intercom inside unit 5/15/22 as told to LAHD CE271455- bare wiring ; 6/20/23 Verified picture of intercom inside unit 9.	58-001
59	Undated. Excerpt Unruh Act and 42 USC section 1981 "Equal rights under the law"	59-001
60	January 23, 2023. REDACTED LAHD Record Release case end 371 as 138 Pages. CE 273371.	60-001
61	February 3, 2023. Letter to Mayor Karen Bass via Priority Mail Env. (4 pages. Enclosures redacted)	61-001
62	March 1, 2023. Rent paid for unit 9.	62-001
63	March 8, 2023. Email. Re 1522 Hi Point St 9 owned by Hi Point 1522 LLC- Request for reasonable accommodation - CRD Case 202211-18872714	63-001
64	March 13, 2023. Email re Continued Request for Reasonable Accommodation and Continued Request for Housing Services Intercom Repair and Tandem Parking	64-001
65	March 17, 2023. Code Violation Complaint 851127. Receipt from City. 15 pages total.	65-001
66	March 17, 2023. Email re Code complaint filed 851127 against 1522 Hi Point St	66-001

09/01/2023

x/

67	March 17, 2023. Email re Attention need for Intercom Repair and parking stall striping - LASC Court Case	67-001
68	April 1, 2023. Rent paid redacted minus roommate. Endorsed. "Paid under duress for intercom repairs and tandem parking."	68-001
69	April 4, 2023. Email re Sink Disposal Leak at 1522 Hi Point St Unit 9	69-001
70	April 5, 2023. Email re Re: Complaint 846533 (To Richard Brinson Housing Inspector)	70-001
71	April 12, 2023. Doctor Letter Request housing accommodation. (from Pacific Oaks)	71-001
72	April 13, 2023. Email re ? Mailbox lock Repair at 1522 Hi Point 9 - St 90035 ?	72-001
73	April 13, 2023. Email re Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for Accommodation at 1522 Hi Point St 90035	73-001
74	April 14, 2023. Email re CC section 1954 Violation - Intent to Arrest for Trespassing- Harassment By Owner	74-001
75	April 17, 2023. Email Kitchen Sink Repair but no Bathroom toilet repair. No Intercom and Parking Stall repair. Housing Rights for Black Americans	75-001
76	April 24, 2023. Email re Mailbox, Intercom, Parking, Harassment at Hi Point Apts.	76-001
77	April 27, 2023. Email re Fw: Attention need for Intercom Repair and parking stall striping - LASC Court Case	77-001
78	May 1, 2023. Rent Paid. "Paid under duress for repairs intercom and tandem parking."	78-001
79	May 1, 2023. Email re New code violation complaint re 1522 Hi Point St 90035- a rent controlled property . To Housing and Mayor and Council	79-001
80	May 3, 2023. Email Submission for City LAHD Case CE280933 - re Harassment by Landlord	80-001
81	May 3, 2023. Letter docs submitted to LAHD. 8 pages.	81-001

09/01/2023

X11

82	May 6, 2023. Email re Upcoming Opportunity to Repair for May 8, 2023 at 1522 Hi Point St Unit 9 at 90035.	82-001
83	May 11, 2023. Email re Opportunity to Repair for May 11, 2023- Memorialization- Intercom and Tandem Parking NOT addressed	83-001
84	May 12, 2023. Email re Unlawful Retaliation by Owner and City Government - Deprivation of Housing Services	84-001
85	May 23 2023. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure	85-001
86	May 25, 2023. Email re 18 US Code section 1701 Obstruction of Mails	86-001
87	May 28, 2023. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure.	87-001
88	June 1, 2023. Rent Paid.	88-001
89	June 3, 2023. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933	89-001
90	June 4, 2023. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933	90-001
91	June 5, 2023. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933	91-001
92	June 5, 2023. Email re Regarding call from Benjamin Renka at 10:22 am. - To Benjamin Renka- city case LAHD RSO complaint CE280933	92-001
93	June 6, 2023. Email re New RSO complaint CE 282421 requests damages against Hi Point 1522 LLC and Power Property Management Inc.	93-001
94	June 10, 2023. Email re Repeated request for information from Property Owner - file RSO case number CE282421- Attention city employee April Aguilar.	94-001
95	June 12, 2023. Email re False and Deceptive Business Practices- RSO LAHD case number CE282421. CRD Case 202305-20745222.	95-001
96	June 12, 2023. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. CRD Case 202305-20745222 .	96-001

09/01/2023

X///

97	June 15, 2023. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222 2023-6-23.	97-001
98	June 15, 2023. 2023-6-(14)15. Evidence List. City Case CE282421.	98-001
99	June 23, 2023. Email from Petitioner to City Los Angeles and Property Owner. Re New code violation complaint filed - Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222 "The city government has refused the accommodation, and refused to engage in an interactive process of discussion. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination."	99-001
100	June 30 2023. Email re VERIFICATION OF DOCUMENTS RECEIVED BY LAHD. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222.	100-001
101	July 1 2023. Rent Paid. "Rent and intercom repair and tandem parking".	101-001
102	July 6 2023. Letter Notice of Case Closure by Respondent. Case CE273371.	102-001
103	July 11 2023. Email re New code violation complaint filed against Hi Point 1522 LLC- city case number 862993- Housing services needed tandem parking stall and smartphone and WiFi to operate Akuvox.	103-001
104	July 13, 2023. Fax to Power w today Email re 1954	104-001
105	July 17, 2023. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421	105-001
106	July 21 2023. Email re Response to phone calls received from city employees and property owner. Reference July 19, 2023 email sent at 8:41 am. CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421	106-001
107	July 25, 2023. Email re Your Unlawful Notice to Enter Dated July 25 - Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 .	107-001
108	July 27 2023. Email re Still Repair to Sink Made- Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 - New Evidence	108-001

09/01/2023

X/✓

109	July 31, 2023. Communication from Public. Excerpt. Council file no. 23-1200-S132. 2 pages redacted from 54 pages. This is evidence of what length the city government Los Angeles will go to in order to deny full and equal housing services to this Black, male, age over 45, with a disability, Petitioner.	109-001
110	August 3, 2023. Respondent Notice of case Closure RSO complaint CE282241.	110-001
111	August 3, 2023. Respondent Notice of case Closure RSO complaint CE280933.	111-001
112	August 3, 2023. Letter to the Editor published Random Lengths from Petitioner. "No explanation as to why housing services have not been restored as requested."	112-001
113	August 8, 2023. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications.	113-001
114	August 10, 2023. Fax and Receipt to Power Property Management Group, agent for Real Party In Interest Hi Point 1522 LLC. "Please see attached email to you of August 8, 2023"	114-001
115	August 12 2023. Email re Re: Case # CE273371 - Notice of Case Closure. Response of Petitioner. Request for administrative hearing Cal Govt Code section 114251.10(a)(1).	115-001
116	August 14, 2023. Email re Biased case closure city RSO CE282421. MAINTENANCE, AKUVOX TOOLS, AND REQUEST FOR ACCOMMODATION DENIED.	116-001
117	August 14, 2023. Letter. From City Custodian of Records on case CE273371 now balloons to "voluminous	117-001
118	August 15, 2023. "The Akuvox system outside 1522 Hi Point St. apartments. Some tenants refuse to use the system due to privacy concerns. Others object to the increase in rent amount needed to purchase a smart phone and incur monthly Internet fees. The owner refuses to supply free smartphone and internet to Black tenants."	118-001
119	Tenant Anti-Harassment Ordinance 187109. 6/10/2021. City of Los Angeles. LAMC Article 5.3.	119-001

09/01/2023

XV

120	Parking Lot Pictures at 1522 Hi Point St. June 23, 2020 showing empty stalls at the tandem stalls; May 18 2015 showing single car stalls and stall for tenant 9; June 26, 2023 showing available parking at tandem stalls; April 11, 2014 showing tenants unit 9 parked in tandem stall 14; tenants 9 again parked in stall 14 tandem.	120-001
121	"Nigger" posting seen in neighborhood posted to social media June 19, 2023.	121-001

These exhibits are meant to be indicative but not all inclusive. August 21, 2023. Submitted by Geary J. Johnson.



09/01/2023

XVI

PROOF OF SERVICE

I, ERIC BECKWITH, do declare:

I am a resident of the County of Los Angeles; I am over the age of 18 years of age and not a party to be within entitled action; my business address is 1522 Hi Point St. Apt 9, Los Angeles, CA 90035.

On August 21, 2023, I served the within

PETITIONER GEARY J. JOHNSON'S SUPPLEMENTAL PETITION IN SUPPORT OF PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097); VERIFICATION; CERTIFICATE OF COMPLIANCE; TABLE OF CONTENTS AND AUTHORITIES; EXHIBITS VOL I AND II

(CASE NUMBER 23STCP00644)

on the below listed in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed to the last known address as follows:

Heidi Feldstein Soto
John W. Heath
Deborah Breithaupt
Office of the Los Angeles city attorney
City Hall
200 North Spring St 21st floor
Los Angeles California 90012-4130
Attorney for City of Los Angeles Los Angeles
Via First Class Mail

Michael Gerst
Novian & Novian, LLP
1801 century park east Suite 1201
Los Angeles, CA 90067 – 2314
Attorneys for real party in interest Hi Point 1522 LLC

I declare under penalty of perjury under the laws of THE STATE OF CALIFORNIA that the foregoing is true and correct.

Executed on August 21, 2023, at Los Angeles California.



ERIC BECKWITH

Case 23STCP00644

EXHIBITS 8/21/23

VOLUME I OF II

Volume I - Exhibits 36-90 (257 pages)

Volume II - Exhibits 91-121 (178 pages)

09/01/2023

Exhibit List Supporting Document Exhibits

Supplemental Petition to Petition for Writ of Mandate

by Geary J. Johnson

[The list of supporting documents must contain a brief description of the contents of each exhibit. CRC 8.486(c) (C)]

APRIL 1973

1973-4-17. ADDRESS 1522 Hi Point St 90035. City government Certificate of Occupancy showing required 27 required parking stalls. 18 one bedrooms. Six parking stalls are tandem.

MARCH 2015.

March 2015. Amended declaration, Wilson and Johnson regarding parking at subject address. This is evidence that petitioner was assigned to a tandem, parking stall, and receiving all benefits. This is evidence that stall number 8 was occupied by another tenant at the time. This is evidence that the owner intended petitioner to have a two car tandem stall at the time at the inception of tenancy. This is evidence that the insertion of number eight, into the rent agreement was at some point a typo. Subject to correction. These declarations are also evidence that the tenant entered into a legal verbal agreement to be assigned. A tandem parking stall.

OCTOBER 3 2015.

Tenant, RSO complaint submitted. 17 pages. In pertinent part , under attachment to RSO complaint, Petitioner asks what are the qualifications for a tenant to be assigned an intercom or tandem parking stall?

DECEMBER 2015.

Email from Los Angeles county health department official ordering the repair replacement or removal of the intercom system in unit nine.

JANUARY 2016.

DECLARATIONS, WILSON AND JOHNSON REGARDING INTERCOM AT SUBJECT ADDRESS. 1/1/2016. Evidence that intercom was available at inception of tenancy. (4 pages).

09/01/2023

MAY 2019.

Related Lawsuit against previous owner, Hi Point Apts LLC and also naming current property management company, Power Property Management, Inc. and the subject matter includes denial of intercom service, or in this case described as call box. Los Angeles Superior Court case 19STCV18302 Nelson versus Fox Hills Drive. Filed may 28 2019. (redacted). 4 pages.

NOVEMBER 2021

2021-11-4. Signed agreement notice of change in terms of tenancy. Signed by petitioner on November 4, 2021. This is evidence that petitioner was assigned to tandem parking stall number 14 at the inception of the tenancy.

2021-11-30. Priority mail to City attorneys office. Requesting assistance with housing services eight pages with postal proof of delivery. This is a letter from the petitioner. The letter states an pertinent part "there's no indication in the rent agreement that the Intercom is to be excluded from maintenance." The LAMC, however, prohibits the owner from charging a tenant a fee for services that were available at the inception of the tenancy, i.e. tandem parking was available in 2010 tenancy included in the rent." (see document page 3).

DECEMBER 2021

2021-12-3. Lawsuit against previous owner of High Point Apts, LLC. Subject matter is similar. Redacted. Case 21STSC04574. Filed. Judgment issued in favor of petitioner as plaintiff. It appears that the court awarded plaintive Geary J Johnson about \$500 but only based on the time period of May through June 2021. So that could be prorated for the rest of the 12 months backwards or forwards.(5 pages). This place is monetary value on the intercom and on the parking. This is evidence that a court has ruled that the petitioner is entitled to a monetary rent decrease based on the removal of the intercom availability and removal of the tandem stall parking stall availability.

FEBRUARY 2022

2022-2-5. Court case 21 STSC04819. "Request for court order and answer." Redacted. Johnson versus Hi Point 1522 LLC. Nine pages. Case dismissed without prejudice.

JULY 2022

2022-7-8. Email re New code violation complaint filed. Filed under LAHD case CE271455. This email was addressed to various city officials, as well as Thomas Khammar, who is the agent for current agent for owner Hi Point 1522 LLC as well as the property management company.

09/01/2023

SEPTEMBER 2022

2022-9-5. Email re LAHD case number CE271455. 3 pgs.

2022-9-8. Email re Re: Your letter re Satellite Dish - (Harassment Under City Ordinance 187109) (Breach of the rental agreement by the owner)

2022-9-9. Email re Docs for Case LAHD CE271455

OCTOBER 2022

2022-10-5. Notice of case closure LAHD CE 271455. LAHD claims LAHD could not open submitted documents which was their fault, not fault of claimant. Petitioner resubmitted same documents to new LAHD case and sent docs by Priority Mail.

2022-10-5. Email from LAHD receipt of documents. Re: Re Your Racist Closure of LAHD case CE271455 - Referred to DFEH investigation of LAHD case 202201-15997931

2022-10-6. Redacted Attachment to Los Angeles Housing RSO Complaint. CE273371. 3 pages. "Complaint for and new evidence not previously heard by LAHD."

Picture of Intercom front of building and keypad. LAHD case CE271455. Undated. Address 1522 Hi Point St and shows Petitioner unit number 9. This system has since been removed by the owner without a corresponding rent decrease.

DECEMBER 2022

2022-12-8. Email re Please cease your retaliatory threats of physical violence - (DFEH/ CRD case 202211- 18897616)- Violation of the Unruh Act (9 pages)

2022-12-15. Email re LAHD Case number CE273371 re your December 13, 2022 letter - Repeated harassment by owner

2022-12-29. Email re Racist closure of LAHD case CE273371 - Housing Services still denied - DFEH file 202201- 15997931---Owner Found Liable for Illegal Harassment.

Assorted. Declaration Black guest R. Bellamy 5-17-2017 observation under penalty of perjury non-working intercom; Picture 8/8/2011 Petitioner and roommate parked in stall #14 tandem; 2013 showing parking lot at 1522 Hi Point another tenant parked in stall #8 evidence that Petitioner was not assigned to stall #8 ; Intercom inside unit 5/15/22 as told to LAHD CE271455- bare wiring ; 6/20/23 Verified picture of intercom inside unit 9.

Undated. Excerpt Unruh Act and 42 USC section 1981 "Equal rights under the law"

09/01/2023

JANUARY 2023

2023-1-23. REDACTED LAHD Record Release case end 371 as 138 Pages. CE 273371.

FEBRUARY 2023

2023-2-3. Letter to Mayor Karen Bass via Priority Mail Env. (4 pages. Enclosures redacted)

MARCH 2023

3-1-23 Rent paid

3-8-23 Email. Re 1522 Hi Point St 9 owned by Hi Point 1522 LLC- Request for reasonable accommodation - CRD Case 202211-18872714

3-13-23. Email re Continued Request for Reasonable Accommodation and Continued Request for Housing Services Intercom Repair and Tandem Parking

3-17-23. Code Violation Complaint 851127. Receipt from City. 15 pages total.

3-17-23. Email re Code complaint filed 851127 against 1522 Hi Point St

3-17-23. Email re Attention need for Intercom Repair and parking stall striping - LASC Court Case

APRIL 2023

2023-4-1 Rent paid redacted minus roommate. Endorsed. "Paid under duress for intercom repairs and tandem parking."

2023-4-4. Email re Sink Disposal Leak at 1522 Hi Point St Unit 9

2023-4-5. Email re Re: Complaint 846533 (To Richard Brinson Housing Inspector)

2023-4-12. Doctor Letter Request housing accommodation. (from Pacific Oaks)

2023-4-13. Email re ? Mailbox lock Repair at 1522 Hi Point 9 - St 90035 ?

2023-4-13. Email re Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for Accommodation at 1522 Hi Point St 90035

2023-4-14. Email re CC section 1954 Violation - Intent to Arrest for Trespassing- Harassment By Owner

2023-4-24. Email re Mailbox, Intercom, Parking, Harassment at Hi Point Apts.

2023-4-27. Email re Fw: Attention need for Intercom Repair and parking stall striping - LASC Court Case

MAY 2023

2023-5-1 Rent Paid. "Paid under duress for repairs intercom and tandem parking."

2023-5-1 Email re New code violation complaint re 1522 Hi Point St 90035- a rent controlled property . To Housing and Mayor and Council

2023-5-3. Email Submission for City LAHD Case CE280933 - re Harassment by Landlord

09/01/2023

✓

2023-5-3. Letter docs submitted to LAHD. 8 pages.

2023-5-6. Email re Upcoming Opportunity to Repair for May 8, 2023 at 1522 Hi Point St Unit 9 at 90035.

2023-5-11. Email re Opportunity to Repair for May 11, 2023- Memorialization- Intercom and Tandem Parking NOT addressed

2023-5-12. Email re Unlawful Retaliation by Owner and City Government - Deprivation of Housing Services

2023-5-23. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure

2023-5-25. Email re 18 US Code section 1701 Obstruction of Mails

2023-5-28. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure.

JUNE 2023

2023-6-1 Rent Paid

2023-6-3. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox-LAHD RSO complaint CE280933

2023-6-4. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox-LAHD RSO complaint CE280933

2023-6-5. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox-LAHD RSO complaint CE280933

2023-6-5. Email re Regarding call from Benjamin Renka at 10:22 am. - To Benjamin Renka- city case LAHD RSO complaint CE280933

2023-6-6. Email re New RSO complaint CE 282421 requests damages against Hi Point 1522 LLC and Power Property Management Inc. "I am a tenant who is Ham-Jew-DNA-Kushite/Black male American I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52".

2023-6-10. Email re Repeated request for information from Property Owner - file RSO case number CE282421- Attention city employee April Aguilar. "I am a tenant who is Ham-Jew-DNA-Kushite/Black male American . I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52".

2023-6-12. Email re False and Deceptive Business Practices- RSO LAHD case number CE282421. CRD Case 202305-20745222. "As you know, the removal of the previous intercom-keypad system was done without notice and tenants like myself were damaged by not being able to receive USPS mail and other deliveries for a pretty lengthy time period. I still don't know if the owner has established access to delivery persons. Numerous emails to the property owner and management company remain unanswered."

09/01/2023

✓✓

2023-6-12. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. CRD Case 202305-20745222 . "Racists Among Us"

2023-6-(14)15. Evidence List. City Case CE282421. In pertinent part states: "I ask the Housing Department to order a rent reduction because I and my roommate were removed from parking in a tandem parking stall, a reduction from two car stall to one car stall. The signed 2021-11-4 shows that the owner admitted I was parked in a two car stall. Pictures show me and my roommate parked in a two car stall #14. A picture shows my roommate parked in stall #8, a single car stall. The owner has failed to provide us with the smartphone and internet to use the Akuvox smartphone enabled app that has intercom and keypad capability. The owner actions of not providing the tools to use the Akuvox and the denial of tandem parking are illegal harassment as defined under the city Anti-Tenant Harassment Ordinance. The Akuvox system is not the same as the previous intercom system. Therefore the owner has removed the outdoor unit intercom and keypad which did not require smartphone and internet to operate, a reduction in services, and replaced it with a vastly different system without offering a reduction in rent. Also, the new system can only be operated by use of smartphone and internet. This is an illegal rent increase because the owner has not supplied the smartphone and internet to use the Akuvox system (see emails evidence). If I was to purchase a smartphone and internet in order to use the Akuvox system, this would be an expenditure not recognized under the rent agreement but recognized by the city as an additional illegal rent increase. (And invasion of privacy). The emails and documents attached herein, indicative but not all inclusive, prove the landlord reduction in services without a corresponding rent decrease, and prove harassment. Essentially I still do not have a working intercom system. Essentially I still do not have a tandem parking stall. This complaint is continuing damages and continuing obligations. All rights reserved."

2023-6-15. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222
2023-6-23. Email re New code violation complaint filed - Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222 "City government published documents show race and disability discrimination practiced by city employees. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination"

2023-6-30. Email re VERIFICATION OF DOCUMENTS RECEIVED BY LAHD. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222.

JULY 2023

2023-7-1. Rent Paid. "Rent and intercom repair and tandem parking".

VH

09/01/2023

2023-7-6. Letter Notice of Case Closure by Respondent. Case CE273371. 9 pages. Evidence of the city government's racial bias, corruption, housing discrimination, abuse of authority and discretion, and actions that are arbitrary, capricious, and unjust and have denied Petitioner a fair trial.

2023-7-11. Email re New code violation complaint filed against Hi Point 1522 LLC- city case number 862993- Housing services needed tandem parking stall and smartphone and WiFi to operate Akuvox. "The Power of Racism Is Among Us"

2023-7-13. Fax to Power w today Email re 1954

2023-7-17. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421. "The city government, as the causal nexus affect of my written complaints to them, have at all times refused to provide the housing services requested by me; their actions of not doing so are intentional to cause harm to me."

2023-7-21. Email re Response to phone calls received from city employees and property owner. Reference July 19, 2023 email sent at 8:41 am. CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421

2023-7-25. Email re Your Unlawful Notice to Enter Dated July 25 - Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 .

2023-7-25. Email re Writ of Mandate against LAHD - Case CASE NO. 23STCP00644 You indicated to the court that there are thousands of pages of documents that would make up the record. I find it strange the Petition was filed and served around 2-23-2023 and yet at this date your staff of over 33 attorneys has not been able to compile the record for purposes of the proceeding.

2023-7-27. Email re Still Repair to Sink Made- Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 - New Evidence

2023-7-31. Communication from Public. Excerpt. Council file no. 23-1200-S132. 2 pages redacted from 54 pages. This is evidence of what length the city government Los Angeles will go to in order to deny full and equal housing services to this Black, male, age over 45, with a disability, Petitioner.

AUGUST 2023

2023-8-8. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. (10 pgs)

2023-8-10. Fax with receipt to Power Property Management Group, Inc.

2023-8-3. Respondent letter Notice of case closure CE282421. Evidence that the City refuses to recognize new damages and continuing obligations of the parties; evidence that the city acts in concert to deny Black tenants full and equal housing services due to race, sex, age, disability and because they complained.

2023-8-3. Respondent letter Notice of case closure CE280933. Evidence that the City refuses to recognize new damages and continuing obligations of the parties; evidence that the city acts in concert to deny Black tenants full and equal housing services due to race, sex, age, disability and because they complained. In Petitioner response, he will notice that the matter of the Akuvox system and the request for reasonable accommodation were not part of the CE273371 case because those facts had not occurred yet. The City here attempts to in corruption using federal tax monies engage in falsification of the record.

2023-8-8 Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications.

2023-8-12 Email. Re Case CE273371- Notice of case Closure

2023-8-12. Email re Re: Case # CE273371 - Notice of Case Closure. Response of Petitioner. Request for administrative hearing Cal Govt Code section 114251.10(a)(1).

2021-8-13. Letter from property owner Meghan Hayner (Bold Partners) authorizing Power Property Management Inc. to conduct housing discrimination on behalf of the owner.

2023-8-14. Email re Biased case closure city RSO CE282421. MAINTENANCE, AKUVOX TOOLS, AND REQUEST FOR ACCOMMODATION DENIED. In pertinent part, reads, "15. You claim your decision is based on previous case CE273371. That case was filed 10/5/22. This case herein was filed 5/3/2023. This case addresses new evidence that has occurred after 10/5/22 therefore your decision of closure is an abuse of authority, abuse of discretion, arbitrary, capricious and unjust and evidence of the City of Los Angeles pattern and practice housing discrimination against Blacks like myself. 16. Under law, I am entitled to file a new complaint where the harm is continuing, obligations are continuing, and there is new evidence. The CE280933 contains new evidence that was not addressed in the CE273371 case. 17. I have been denied a fair trial.. Your decision is not supported by the findings. Your finding are not supported by the evidence."

2023-8-14. Letter. From City Custodian of Records on case CE273371 now balloons to "voluminous"

2023-8-15 Picture. "The Akuvox system outside 1522 Hi Point St. apartments. Some tenants refuse to use the system due to privacy concerns. Others object to the increase in rent amount needed to purchase a smart phone and incur monthly Internet fees. The owner refuses to supply free smartphone and internet to Black tenants."

/X

09/01/2023

2023-8-16 Letter to Editor. Published Random Lengths News.

Chart Table of Contents of Supporting Documents Exhibits

Exhibits Supplemental Petition to Petition for Writ of Mandate
by Geary J. Johnson filed 02/28/2023

Volume I - Exhibits 36-90 (257 pages)

Volume II - Exhibits 91-121 (178 pages)

Exhibit		Pages
1-35	See PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). Filed 2/28/2023.	See Petition for Writ of Mandate
36	1973-4-17. ADDRESS 1522 Hi Point St 90035. Certificate of Occupancy showing required 27 required parking stalls. 18 one bedrooms. Six parking stalls are tandem.	36-001
37	March 2015. Amended declaration, Wilson and Johnson regarding tandem parking at subject address.	37-001
38	October 3 2015. Tenant, RSO complaint submitted. 17 pages.	38-001
39	December 11, 2015. Email from Los Angeles county health department official ordering the repair replacement or removal of the intercom system in unit nine.	39-001
40	January 1, 2016. DECLARATIONS, WILSON AND JOHNSON REGARDING INTERCOM AT SUBJECT ADDRESS. 1/1/2016. Evidence that intercom was available at inception of tenancy. (4 pages).	40-001

09/01/2023

X

41	May 28 2019. Related Lawsuit against previous owner, Hi Point Apts LLC and also naming current property management company, Power Property Management, Inc. and the subject matter includes denial of intercom service, or in this case described as call box. Los Angeles Superior Court case 19STCV18302 Nelson versus Fox Hills Drive. Filed may 28 2019. (redacted). 4 pages.	41-001
42	August 13, 2021. Letter from property owner Meghan Hayner (Bold Partners) authorizing Power Property Management Inc. to conduct business (housing discrimination?) on behalf of the owner.	42-001
43	Nov 4, 2021. Signed agreement notice of change in terms of tenancy. Signed by petitioner on November 4, 2021. This is evidence that petitioner was assigned to tandem parking stall number 14 at the inception of the tenancy.	43-001
44	Nov. 30, 2021. 2021-11-30. Priority mail to City attorneys office.	44-001
45	December 12, 2021. Lawsuit against previous owner of Hi Point Apts, LLC. Subject matter is similar. Redacted. Case 21STSC04574. Filed. Judgment issued in favor of petitioner as plaintiff regarding intercom and tandem parking damages.	45-001
46	February 5, 2022. Court case 21 STSC04819. "Request for court order and answer." Redacted. Johnson versus Hi Point 1522 LLC. Nine pages. Case dismissed without prejudice.	46-001
47	July 8, 2022. Email re New code violation complaint filed. Filed under LAHD case CE271455.	47-001
48	September 5, 2022. Email re LAHD case number CE271455. 3 pgs.	48-001
49	September 8, 2022. Email re Re: Your letter re Satellite Dish - (Harassment Under City Ordinance 187109) (Breach of the rental agreement by the owner)	49-001
50	September 9, 2022. Email re Docs for Case LAHD CE271455	50-001
51	October 5, 2022. Notice of case closure LAHD CE 271455. LAHD claims LAHD could not open submitted documents which was their fault, not fault of claimant	51-001
52	October 5, 2022. Email from LAHD receipt of documents. Re: Re Your Racist Closure of LAHD case CE271455 - Referred to DFEH investigation of LAHD case 202201-15997931	52-001
53	October 6, 2022. Redacted Attachment to Los Angeles Housing RSO Complaint. CE273371. 3 pages. "Complaint for and new evidence not previously heard by LAHD."	53-001

54	Undated. Picture of Intercom front of building and keypad. LAHD case CE271455.	54-001
55	December 8, 2022. Email re Please cease your retaliatory threats of physical violence - (DFEH/CRD case 202211- 18897616)- Violation of the Unruh Act (9 pages)	55-001
56	December 15, 2022. Email re LAHD Case number CE273371 re your December 13, 2022 letter - Repeated harassment by owner	56-001
57	December 29, 2022. Email re Racist closure of LAHD case CE273371 - Housing Services still denied - DFEH file 202201-15997931---Owner Found Liable for Illegal Harassment.	57-001
58	Assorted. Declaration Black guest R. Bellamy 5-17-2017 observation under penalty of perjury non-working intercom; Picture 8/8/2011 Petitioner and roommate parked in stall #14 tandem; 2013 showing parking lot at 1522 Hi Point another tenant parked in stall #8 evidence that Petitioner was not assigned to stall #8 ; Intercom inside unit 5/15/22 as told to LAHD CE271455- bare wiring ; 6/20/23 Verified picture of intercom inside unit 9.	58-001
59	Undated. Excerpt Unruh Act and 42 USC section 1981 "Equal rights under the law"	59-001
60	January 23, 2023. REDACTED LAHD Record Release case end 371 as 138 Pages. CE 273371.	60-001
61	February 3, 2023. Letter to Mayor Karen Bass via Priority Mail Env. (4 pages. Enclosures redacted)	61-001
62	March 1, 2023. Rent paid for unit 9.	62-001
63	March 8, 2023. Email. Re 1522 Hi Point St 9 owned by Hi Point 1522 LLC- Request for reasonable accommodation - CRD Case 202211-18872714	63-001
64	March 13, 2023. Email re Continued Request for Reasonable Accommodation and Continued Request for Housing Services Intercom Repair and Tandem Parking	64-001
65	March 17, 2023. Code Violation Complaint 851127. Receipt from City. 15 pages total.	65-001
66	March 17, 2023. Email re Code complaint filed 851127 against 1522 Hi Point St	66-001

09/01/2023

X 11

67	March 17, 2023. Email re Attention need for Intercom Repair and parking stall striping - LASC Court Case	67-001
68	April 1, 2023. Rent paid redacted minus roommate. Endorsed. "Paid under duress for intercom repairs and tandem parking."	68-001
69	April 4, 2023. Email re Sink Disposal Leak at 1522 Hi Point St Unit 9	69-001
70	April 5, 2023. Email re Re: Complaint 846533 (To Richard Brinson Housing Inspector)	70-001
71	April 12, 2023. Doctor Letter Request housing accommodation. (from Pacific Oaks)	71-001
72	April 13, 2023. Email re ? Mailbox lock Repair at 1522 Hi Point 9 - St 90035 ?	72-001
73	April 13, 2023. Email re Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for Accommodation at 1522 Hi Point St 90035	73-001
74	April 14, 2023. Email re CC section 1954 Violation - Intent to Arrest for Trespassing- Harassment By Owner	74-001
75	April 17, 2023. Email Kitchen Sink Repair but no Bathroom toilet repair. No Intercom and Parking Stall repair. Housing Rights for Black Americans	75-001
76	April 24, 2023. Email re Mailbox, Intercom, Parking, Harassment at Hi Point Apts.	76-001
77	April 27, 2023. Email re Fw: Attention need for Intercom Repair and parking stall striping - LASC Court Case	77-001
78	May 1, 2023. Rent Paid. "Paid under duress for repairs intercom and tandem parking."	78-001
79	May 1, 2023. Email re New code violation complaint re 1522 Hi Point St 90035- a rent controlled property . To Housing and Mayor and Council	79-001
80	May 3, 2023. Email Submission for City LAHD Case CE280933 - re Harassment by Landlord	80-001
81	May 3, 2023. Letter docs submitted to LAHD. 8 pages.	81-001

09/01/2023

XIII

82	May 6, 2023. Email re Upcoming Opportunity to Repair for May 8, 2023 at 1522 Hi Point St Unit 9 at 90035.	82-001
83	May 11, 2023. Email re Opportunity to Repair for May 11, 2023-Memorialization- Intercom and Tandem Parking NOT addressed	83-001
84	May 12, 2023. Email re Unlawful Retaliation by Owner and City Government - Deprivation of Housing Services	84-001
85	May 23 2023. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure	85-001
86	May 25, 2023. Email re 18 US Code section 1701 Obstruction of Mails	86-001
87	May 28, 2023. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure.	87-001
88	June 1, 2023. Rent Paid.	88-001
89	June 3, 2023. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933	89-001
90	June 4, 2023. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933	90-001
91	June 5, 2023. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933	91-001
92	June 5, 2023. Email re Regarding call from Benjamin Renka at 10:22 am. - To Benjamin Renka- city case LAHD RSO complaint CE280933	92-001
93	June 6, 2023. Email re New RSO complaint CE 282421 requests damages against Hi Point 1522 LLC and Power Property Management Inc.	93-001
94	June 10, 2023. Email re Repeated request for information from Property Owner - file RSO case number CE282421- Attention city employee April Aguilar.	94-001
95	June 12, 2023. Email re False and Deceptive Business Practices- RSO LAHD case number CE282421. CRD Case 202305-20745222.	95-001
96	June 12, 2023. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. CRD Case 202305-20745222 .	96-001

XIV

09/01/2023

97	June 15, 2023. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222 2023-6-23.	97-001
98	June 15, 2023. 2023-6-(14)15. Evidence List. City Case CE282421.	98-001
99	June 23, 2023. Email from Petitioner to City Los Angeles and Property Owner. Re New code violation complaint filed - Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222 "The city government has refused the accommodation, and refused to engage in an interactive process of discussion. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination."	99-001
100	June 30 2023. Email re VERIFICATION OF DOCUMENTS RECEIVED BY LAHD. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222.	100-001
101	July 1 2023. Rent Paid. "Rent and intercom repair and tandem parking".	101-001
102	July 6 2023. Letter Notice of Case Closure by Respondent. Case CE273371.	102-001
103	July 11 2023. Email re New code violation complaint filed against Hi Point 1522 LLC- city case number 862993- Housing services needed tandem parking stall and smartphone and WiFi to operate Akuvox.	103-001
104	July 13, 2023. Fax to Power w today Email re 1954	104-001
105	July 17, 2023. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421	105-001
106	July 21 2023. Email re Response to phone calls received from city employees and property owner. Reference July 19, 2023 email sent at 8:41 am. CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421	106-001
107	July 25, 2023. Email re Your Unlawful Notice to Enter Dated July 25 - Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 .	107-001
108	July 27 2023. Email re Still Repair to Sink Made- Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 - New Evidence	108-001

xv

09/01/2023

109	July 31, 2023. Communication from Public. Excerpt. Council file no. 23-1200-S132. 2 pages redacted from 54 pages. This is evidence of what length the city government Los Angeles will go to in order to deny full and equal housing services to this Black, male, age over 45, with a disability, Petitioner.	109-001
110	August 3, 2023. Respondent Notice of case Closure RSO complaint CE282241.	110-001
111	August 3, 2023. Respondent Notice of case Closure RSO complaint CE280933.	111-001
112	August 3, 2023. Letter to the Editor published Random Lengths from Petitioner. "No explanation as to why housing services have not been restored as requested."	112-001
113	August 8, 2023. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications.	113-001
114	August 10, 2023. Fax and Receipt to Power Property Management Group, agent for Real Party In Interest Hi Point 1522 LLC. "Please see attached email to you of August 8, 2023"	114-001
115	August 12 2023. Email re Re: Case # CE273371 - Notice of Case Closure. Response of Petitioner. Request for administrative hearing Cal Govt Code section 114251.10(a)(1).	115-001
116	August 14, 2023. Email re Biased case closure city RSO CE282421. MAINTENANCE, AKUVOX TOOLS, AND REQUEST FOR ACCOMMODATION DENIED.	116-001
117	August 14, 2023. Letter. From City Custodian of Records on case CE273371 now balloons to "voluminous	117-001
118	August 15, 2023. "The Akuvox system outside 1522 Hi Point St. apartments. Some tenants refuse to use the system due to privacy concerns. Others object to the increase in rent amount needed to purchase a smart phone and incur monthly Internet fees. The owner refuses to supply free smartphone and internet to Black tenants."	118-001
119	Tenant Anti-Harassment Ordinance 187109. 6/10/2021. City of Los Angeles. LAMC Article 5.3.	119-001

09/01/2023

XVI

120	Parking Lot Pictures at 1522 Hi Point St. June 23, 2020 showing empty stalls at the tandem stalls; May 18 2015 showing single car stalls and stall for tenant 9; June 26, 2023 showing available parking at tandem stalls; April 11, 2014 showing tenants unit 9 parked in tandem stall 14; tenants 9 again parked in stall 14 tandem.	120-001
121	"Nigger" posting seen in neighborhood posted to social media June 19, 2023.	121-001

These exhibits are meant to be indicative but not all inclusive. August 21, 2023. Submitted by Geary J. Johnson.

09/01/2023

XV/11

09/01/2023

Exhibit 36

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

~~Department of~~
Buildings

1522 HiPoint Street

CITY OF LOS ANGELES

CERTIFICATE OF OCCUPANCY



NOTE: Any change of use or occupancy must be approved by the Department of Building and Safety. This certifies that, so far as ascertained by or made known to the undersigned, the building at the above address complies with the applicable requirements of the Municipal Code, as follows: Ch. 1, as to permitted uses, Ch. 9, Arts. 1, 3, 4, and 5; and with applicable requirements of State Housing Law—for following occupancies:

Issued:

Permit No. and Year

4/17/73

IA 58664/72

2 story, type V, 124' x 59' apartment house.
18 apartments. 27 required parking spaces
provided. H-2 occupancy.

Owner:

Owner's
Address:

Tony Carr-John Lopoch
5900 Wilshire Blvd.
Los Angeles, California

Form B-95b—2M Sets—1-72 (C-10)

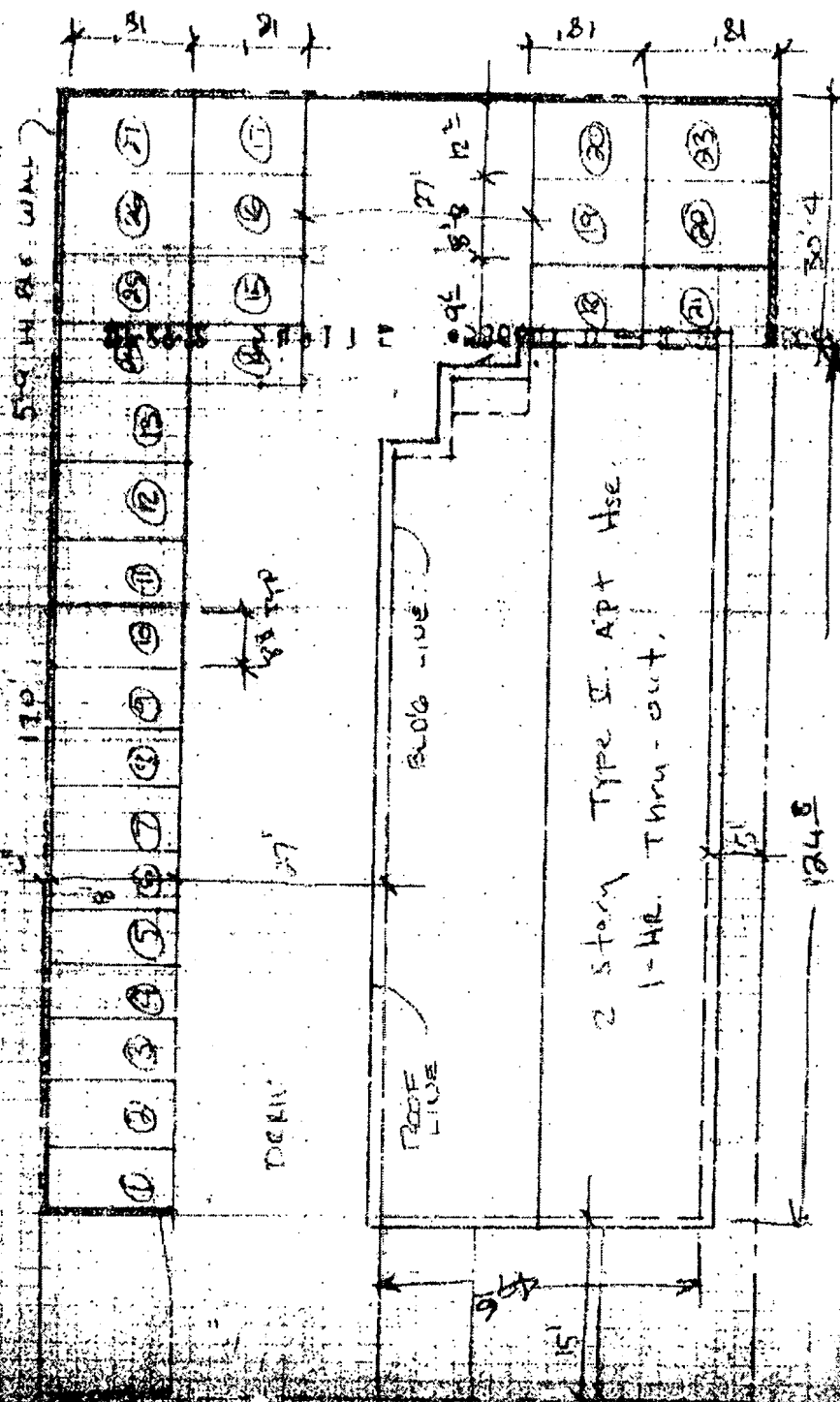
D. MCNICHOLS:jh

By

09/01/2023

EXH 36-001

4440



EXH
36-002

09/01/2023

Exhibit 37

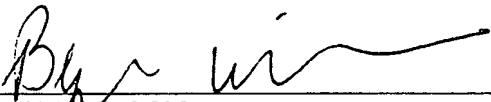
Declaration re parking at 1522 Hi Point Street 90035

1. I, Byron Wilson, do declare:
2. If called to testify, I could do so competently.
3. I am a tenant of Hi Point Apartments at 1522 Hi Point Street #9, Los Angeles, California. I am also the roommate of Geary Juan Johnson. On February 16, 2010 the manager Fred Pippin, Geary Johnson, and I signed a month to month rental agreement at Hi Point Apartments. Before signing, we inquired about the large parking spaces on the property that could accommodate two cars. The manager informed us that a large two car space would be available at the end of the month. He said that someone was moving out and he would move us into that space once the person left. So we signed the agreement with the assurance of, and on the sole condition of receiving, a two car space. We moved in on February 28, 2010. The large parking space #14 became available on March 3, 2010; we were assigned and moved from stall #8 to stall #14 by the manager Fred Pippin. Another tenant was assigned to stall #8. We have been parking two cars on the property in stall #14 for over 4 years with no extra charge and no change in terms of tenancy. The defendants Hi Point Apts thru Walter Barratt and Cliff Renfrew, licensed by the city government of Los Angeles, arbitrarily took the large parking space #14 away from us. We have contacted Walter and Cliff on many occasions; they have ignored all of our correspondences regarding parking and this rent controlled building. City parking

enforcement entitles us to 1.5 stall parking space.

I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF
THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.


Date: March 23, 2015



BYRON WILSON

WITNESS:

Date: March 23, 2015



GEARY JUAN JOHNSON
Tenant #9 at 1522 Hi Point Street 90035

09/01/2023

09/01/2023

Exhibit 38

2015

TENANT COMPLAINT FORM LOS ANGELES HOUSING DEPARTMENT

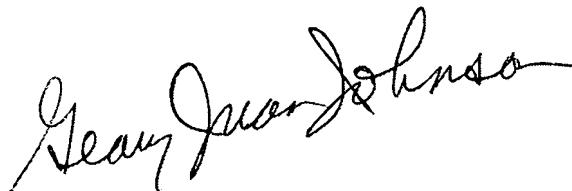
This form is intended to be used by the public as an easy way of submitting Rent Stabilization Ordinance complaints electronically.

Please complete the items below and select **Submit**.

For additional information please call 1-866-557-7368. You must be using a Forms-capable WWW client to be able to submit comments.

If your Internet browser does not allow you to submit this form, please use the pdf version or e-mail your request to: LAHD.RSO@lacity.org

Los Angeles Housing Department
Rent Stabilization Ordinance
Tenant Service Request Form



SPECIAL NOTICE: The Rent Stabilization Ordinance (RSO) covers rental housing units within Los Angeles city limits. Telephone (213) 808-8888 or 1-866-557-RENT [7368] for more information on rental units covered by the RSO.

SUBJECT: This complaint can be filed by any tenant who has documentation that shows that an owner/manager/agent has committed a violation of the Rent Stabilization Ordinance of the City of Los Angeles.

Please enter your information(include apartment/unit number): This information is required in order to properly process your request. Please provide a telephone number or email address where we can reach you.

* Your Name:

* Address:

* City:

* State: *Zip Code:

* Phone (1): Phone (2):

* Email Address:

Owner's Name:

Address:

City:

/

EXH 38-001

State: CA Zip Code:

Phone: (310)8956693

Manager's Name: MARILYN LONDON

Address: 1522 HI POINT ST APT 11

City: LOS ANGELES

State: CA Zip Code: 90035

Phone: (310)3507454

Type of Rental Unit: Apartment

How did you find out about the Rent Stabilization Ordinance? (Please select one of the following):

Legal Aid

Other (please specify)

How much is your current rent? 1274.35

How many bedrooms do you have? 1

How many people live in your home? 2 Adults Children

How long have you lived at this address? yrs. 5 mos. 8

Reason For this Complaint: Please mark the box(es) indicating the type of violation(s) that occurred.☐ Your rental unit is not registered. (Complete Section A below).☐ Notice to Quit (Eviction Notice) is based on false and deceptive grounds. (Complete Section B below).☐ Non-payment of Relocation Assistance. (Complete Section C below).☒ Illegal Rent. (Complete Section D below).☒ Reduction of Services. (Complete Section E below).☐ Failure to Post RSO Notice. (Complete Section F below).

A. UNIT(S) NOT REGISTERED:

1) Is your unit registered? ☒ Yes ☐ No Clear

B. NOTICE TO EVICT BASED ON FALSE AND DECEPTIVE GROUNDS:

1) Have you received a written notice to move out? ☐ Yes ☐ No Clear

If yes, give date of notice Verbal notice only? ☐

C. NON-PAYMENT OF RELOCATION ASSISTANCE FEES:

1) What reason was stated for requesting you to move?

D. ILLEGAL RENT

1) Give date when the illegal rent increase was demanded or collected. 2) What was the amount of rent before the increase? 3) What was the amount of rent after the increase?

4) Who pays the gas and/or electricity bill for your unit?

Electricity: Gas:

E. ILLEGAL REDUCTION OF SERVICES:

1) What was the service that you are no longer getting?

The following does not apply to short-term service interruption.

☐ Long-term utility service shut off? (include date the service stopped)DWP/Gas Co Shut Off Notice Received? Yes ☐ No ☒ ☐ Water() ☐ Hot Water() ☐ Elec() ☐ Gas()

F. FAILURE TO POST RSO NOTICE:

1) Is there a RSO Notice posted on the property? ☒ Yes ☐ No 2) Has there ever been a RSO Notification posted on this property? ☒ Yes ☐ No Reset: Submit:

Thank you for your input. If your Internet browser does not allow you to submit this form, please use the [pdf version](#) or e-mail your request to LAHD.RSO@lacity.org

rentfrm.htm (rev 11.09.10)

Geary Juan Johnson
3
EXH 3B-003

Oct 3 2015

Attachment to RSO complaint re 1522 Hi Point Street Apt 9

Pursuant to LAMC section 151.02 and Los Angeles Rent Adjustment regulations 410 thru 415, and GC 815.6.

The payment of rent includes parking and intercom; both are housing services at 1522 Hi Point St as defined under LAMC 151.02 and regulations 410 thru 415. The payment of rent renews the conditions of the dwelling in this case month to month. As of October 1, 2015, and constituting new evidence, the owner accepted rent and renewed the rental agreement and its conditions


which include parking and intercom. The RSD has actual and constructive knowledge that all apartments at 1522 are provided with an intercom as well as one or two car parking stall. The rental agreement does not indicate a charge for parking and indicates space on the rental agreement for the parking assignment of two cars.

Since the LAHCID has indicated its legal responsibility for this as a rent control building, I again am obligated to seek answers and ask that you answer the following questions:

1. What are the qualifications for a tenant to be assigned an intercom/tandem parking stall?
2. Which tenants by apartment number do not qualify for an intercom/tandem parking stall?
3. Which tenants by apartment number had their rent reduced because their intercom is not working or parking reduced?
4. How much was the rent reduced for tenants who did not receive a working intercom or tandem parking stall?
5. Specify the fee for intercom/tandem parking at the 1522 Hi Point and detail by corresponding apartment number, i.e apartment unit and fee for intercom service.
6. Are there any other qualifications for having an intercom/tandem parking stall at 1522, i.e race, color, sex, source of income, etc.?
7. What is Cliff Renfrew's employment title?
8. What employee is responsible for the assignment of intercoms/tandem stalls?
9. List any tenant(s) whose apartments do not have working intercoms/tandem stalls.
10. How is first come first served applied to the assignment of intercoms/tandem stalls?
11. What state government training/certification/license have you received to be hired as a resident manager?
12. Have you received sensitivity training on the civil rights laws that govern the rights of tenants?

09/01/2023

4

EXH. 38-004


ILLEGAL RENT INCREASE DUE TO OWNER MISCALCULATION

Rent paid Feb 1 2015	\$1193.96	
Rent increase Capital \$17.08	17.08	
Rent paid April 1 2015	1211.04	
Rent Paid May 1 2015	1211.04	
Rent Paid June 1 2015	1286.60	includes SCE fee 12.25 and rent \$1274.35
Rent Paid July 1	1274.35	
Rent Paid Aug 1	1274.35	
Rent Paid Sep 1	1274.35	
Rent Paid Oct 1	1274.35	

The rent amounts for June thru October are illegal rent increases over by about \$3.61 per month.

It goes without saying that Apt 9 tenants are entitled to treble damages; all rights reserved.

All rights reserved. This complaint is not intended as a resolve, nor is it a resolve of any claims filed or to be filed against the city government of Los Angeles, nor is it intended as a resolve of any claims regarding the monies owed due to reduction in parking stall and reduction in intercom housing service; illegal rent increases because a corresponding reduction in rent was not provided.



Geary Juan Johnson
1522 Hi Point St Apt 9
Los Angeles CA 90035
323-319-4280

Attachments:

3 page signed RSO complaint; 30 day notice change terms dated Feb 19 2015; notice change of terms tenancy dated April 21 2015, notice of change of terms in tenancy June 1 2015, email May 30 2015 re "illegal rent increase for June 1" sent to the owner and LAHD, cashed rent checks/checks May 1, June 1, July 1, August 1, Sept 1, October 1 2015.

30 - DAY NOTICE OF CHANGE OF TERMS OF TENANCY

To: GEARY JOHNSON & BYRON WILSON
and all others in possession of the subject premises commonly known as:
1522 H. POINT ST APT #9
LOS ANGELES CA 90035 (full address)

YOU ARE HEREBY NOTIFIED, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this notice, or 4/1/2015 (date), whichever is later, your tenancy of the above-designated premises will be changed as follows:

- 1. If not already, the monthly rent is now due and payable in advance on or before the first day of the month, each and every month.**
- 2. The monthly rent which is payable in advance on or before the first day of each month will be the sum of \$ 1,211-04, instead of \$ 1,193-96, * the current monthly rent.**

3. OTHER CHANGES:

*** LAHD HAS APPROVED THE LANDLORDS CAPITAL IMPROVEMENT PROGRAM (CASE #CA050505) AND HAS AWARDED THAT YOUR RENT BE INCREASED \$17-08 FROM 3/1/2015 TO 2/1/2021. THIS ADDITIONAL PAYMENT OF \$17 08 IS NOT SUBJECT TO RENT INCREASE**

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Date: 2/19/15

[Signature]
Landlord/Owner/ Agent

2-14-2015
ENTERED
[Signature]

COPY

09/01/2023



CALIFORNIA
ASSOCIATION
OF REALTORS®

NOTICE OF CHANGE IN TERMS OF TENANCY
(C.A.R. Form, CTT, Revised 4/03)

To: Geary Johnson + Byron Wilson ("Tenant")
and any other occupant(s) in possession of the premises located at:
(Street Address) 1522 HI POINT ST (Unit/Apartment #) 9
(City) LOS ANGELES (State) CA (Zip Code) 90035 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on 6/1/15, whichever is later.
All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ 1274.35 per month.

(NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on _____, whichever is later.)

2. Security deposit shall be increased by \$ _____.

3. Other: _____

x 5% increase (including gas and electricity) plus \$2.61 systematic code fee
includes \$17.08 capital improvements fee

If this Notice increases the rent charged, and is served by mailing, it was mailed on _____ (Date)
at _____ (Location)

Landlord Jeffrey DeFreese Date APRIL 21/2015
(Owner or Agent)

TENANT CONSENT TO EXTENSION OR RENEWAL OF LEASE

If this Notice extends or renews an existing lease term, by signing below, Tenant acknowledges and agrees to such extension or renewal.

Tenant _____ Date _____

Tenant _____ Date _____

By signing below, Landlord acknowledges Tenant's consent to extension or renewal of lease.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____
(Print Name)

(Keep a copy for your records.)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2003, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



CTT REVISED 4/03 (PAGE 1 OF 1)

NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Agent: Patrick Hare Phone: 619.309.7883 Fax: 619.401.4083 Prepared using WINForms® software
Broker: Realty Source, Inc. 365 Broadway Ave., Suite 201 El Cajon, CA 92120

7 EXH 38-007

09/01/2023



CALIFORNIA
ASSOCIATION
OF REALTORS®

NOTICE OF CHANGE IN TERMS OF TENANCY
(C.A.R. Form, CTT, Revised 4/03)

RECEIVED JUN 1 2015

COPY

To: GEARY JOHNSON BYRON WILSON (Tenant)

and any other occupant(s) in possession of the premises located at:

(Street Address) 1522 HI POINT ST (Unit/Apartment #) APT 9
(City) LOS ANGELES (State) CA (Zip Code) 90035 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on 7/1/15, whichever is later.
All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ N/A per month.

(NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on _____, whichever is later.)

2. Security deposit shall be increased by \$ N/A.

3. Other:

PLEASE PAY \$12.75 (\$9) OF THE ANNUAL REGISTRATION FEE ON 7/1/15
COPY OF REGISTRATION CERTIFICATE ATTACHED

If this Notice increases the rent charged, and is served by mailing, it was mailed on _____ (Date)
at _____ (Location)

Landlord Clifford Dwyer Date 6/1/15
(Owner or Agent)

TENANT CONSENT TO EXTENSION OR RENEWAL OF LEASE

If this Notice extends or renews an existing lease term, by signing below, Tenant acknowledges and agrees to such extension or renewal.

Tenant _____ Date _____

Tenant _____ Date _____

By signing below, Landlord acknowledges Tenant's consent to extension or renewal of lease.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____
(Print Name)

(Keep a copy for your records.)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2003, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

CTT REVISED 4/03 (PAGE 1 OF 1)

Reviewed by _____ Date _____



NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Agent: Patrick Hale Phone: 619.309.7883 Fax: 619.401.4063 Prepared using WINForms® software
Broker: Realty Source, Inc. 365 Broadway Ave., Suite 201 El Cajon, CA 92120

8

EXH 38-008

09/01/2023

[Print](#)[Close](#)

Illegal rent increase for June 1 2015

From: **G Johnson** (tainmount@sbcglobal.net)

Sent: Sat 5/30/15 5:37 PM

To: Hi LLC (walter.barratt@gmail.com); Cliff Renfrew (cliffrenfrew@gmail.com); Marilyn London (marilynlononml@gmail.com); RSO Contact (hcidla.rso.central@lacity.org); LAHD RSO (hcidla.rso@lacity.org)

Cc: councilmember.wesson@lacity.org (councilmember.wesson@lacity.org)

To Hi Point Apts LLC:

Your April 21 2015 Notice of Change in Terms of Tenancy that quotes a rent increase was not calculated correctly. This is my second notice to you.

The figure \$1274.35 is incorrect and not authorized by the rent control ordinance LAMC.

All rights reserved. This email is not meant as a resolve of any other claims regarding illegal rent increase based on reduced parking, reduced intercom service, utilities, or any other entitled reductions in rent, or complaints against Hi Point Apts LLC et al.

All parties: please respond by first class mail.

Geary Juan Johnson

Apt 9

Los Angeles CA 90035

Home 323-319-4280

9

EX# 38-009

COPY

09/01/2023

8202/10/60

7/8/2015

View Transaction Printable View



Font Size

[Close Window](#) [Print Screen](#)

View Transaction Printable View Transaction Information

Account: Classic Checking - xxxxx1576
Description: CHECK
Amount: \$-1,211.04
Status: Cleared
Customer Reference Number: 187
Transaction: Check 187
Date Cleared: May 05, 2015
Date Initiated: May 05, 2015

Note: Check and Deposit images older than 180 days are not available online, but can be obtained by ordering copies by visiting the Services tab. In order to maintain service, there is scheduled maintenance every Saturday at 11:00 PM and on the last day of each month at 7:00 PM. During this time, which typically lasts about six hours, your images may not be available. We apologize for any inconvenience this may cause.

GEARY JUAN JOHNSON 1522 HI POINT ST APT 9 LOS ANGELES, CA 90035-3941		187 15-3330120 335	
PAY TO THE ORDER OF <u>47 Point APTS LLC</u>		DATE <u>May 1 2015</u>	
<u>Twelve hundred eleven and 04/100</u>		\$ <u>1211.04</u> DOLLARS	
		* CALIFORNIA BANK OF TRUST 1500 WEST CLAYTON BLVD, LOS ANGELES, CALIFORNIA 90057	
MEMO <u>PAYMENT UNDER PROTEST</u>			

[Enlarge](#) [Save](#)

10 EXH 38-010

09/01/2023

7/8/2015

View Transaction Printable View

PAY TO THE ORDER OF	
GBC INTERNATIONAL BANK	
LOS ANGELES, CA 90036-5605	
2235902	
FOR DEPOSIT ONLY	
HI POINT APTS, LLC	
WATER BARRATT	
1011480	

Enlarge Save

11

EXH 38-011

GEARY JUAN JOHNSON
1522 HI POINT ST APT 9
LOS ANGELES, CA 90035-3941

192
18-339/1220
338

JUNE 13 2015
DATE

PAY to the
ORDER of

Hi Point Apts LLC

\$ 649.42

Six hundred forty nine and 42/100

DOLLARS



Security
Features
Details on
Back



CALIFORNIA BANK TRUST

WEST LOS ANGELES OFFICE
15445 WEST OLYMPIC BLVD., LOS ANGELES, CALIFORNIA 90044
CST Contact 1-800-488-6888 www.calbanktrust.com

MEMO

PAYMENT UNDER PROTEST

*

Geary Juan Johnson

MasterCard

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark field up to light to view.



MoneyGram

INTERNATIONAL MONEY ORDER

75-1618
019

To Validate: Touch the stop sign,
then watch it fade and reappear



05/27/2015

10673890745
MONEY ORDER 5214

PAY TO THE
ORDER OF/
PAGAR A LA
ORDEN DE:

Hi Point Apts. LLC

IMPORTANT - SEE BACK BEFORE CASHING

PURCHASER SIGNER FOR DRAWER / COMPRADOR FIRMA DEL LIBRADOR
PURCHASER BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS / DIRECCION: 1522 HI POINT ST APT 9 LA, CA 90035

Payable Through
Citizens Alliance Bank
Clara City, MN

ISSUER/DRAWER
MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

SIX HUNDRED AND
THIRTY-SEVEN
DOLLARS 18 CENTS

59172416503166
2765800147108745

MONEY ORDER NUMBER
R106738907451

CALL 1-800-542-3590 TO VERIFY

009191618701067 38907451 90

09/01/2023

12

EXH 38-012

8202/10/60

7/8/2015

View Transaction Printable View

Font Size

[Close Window](#) [Print Screen](#)

View Transaction Printable View Transaction Information

Account: Classic Checking - xxxxxx1576
Description: CHECK
Amount: \$-1,274.35
Status: Cleared
Customer Reference Number: 194
Transaction: Check 194
Date Cleared: July 02, 2015
Date Initiated: July 02, 2015

Note: Check and Deposit images older than 180 days are not available online, but can be obtained by ordering copies by visiting the Services lab. In order to maintain service, there is scheduled maintenance every Saturday at 11:00 PM and on the last day of each month at 7:00 PM. During this time, which typically lasts about six hours, your images may not be available. We apologize for any inconvenience this may cause.

194
16-JUN-2015

PAY TO THE ORDER OF Hi Point Apts LLC \$ 1274.35 DOLLARS

Twelve hundred seventy four and 35/100

CALIFORNIA BANK TRUST
1522 HI POINT ST APT B
LOS ANGELES, CA 90035-3841

HONO. Payment Under Protest

Geary Juan Johnson

charge Save

13

EXH 38-013

7/8/2015

PAY TO THE ORDER OF
GLOBAL INTERNATIONAL BANK
LOS ANGELES, CA 90036-5605
12 3
FOR DEPOSIT ONLY
GLOBAL INVESTMENTS, LLC
10000
01/180

Enlarge Save

14

EXH 38-014

Font Size

[Close Window](#) [Print Screen](#)View Transaction Printable View
Transaction Information

Account: Classic Checking - xxxxxx1576

Description: CHECK

Amount: \$-1,274.35

Status: Cleared

Customer Reference Number: 195

Transaction: Check 195

Date Cleared: August 03, 2015

Date Initiated: August 03, 2015

Note: Check and Deposit images older than 180 days are not available online, but can be obtained by ordering copies by visiting the Services tab. In order to maintain service, there is scheduled maintenance every Saturday at 11:00 PM and on the last day of each month at 7:00 PM. During this time, which typically lasts about six hours, your images may not be available. We apologize for any inconvenience this may cause.

GEARY JUAN JOHNSON
1522 HI POINT ST APT 9
LOS ANGELES, CA 90033-3941

PAY TO THE ORDER OF Hi Point Apts LLC \$ 1274.35
Twelve hundred seventy four and 35/100 DOLLARS

DATE Aug 2015

CALIFORNIA BANK TRUST
MEMO PAIDMENT UNDER PROTEST

Geary Juan Johnson

195
18 274 35

Enlarge Save

1011480
MICR
GBC INC
1235902
S. CA 90036-5605

Enlarge Save

09/01/2023

15 EXH 38-015

Font Size

[Close Window](#) [Print Screen](#)View Transaction Printable View
Transaction Information

Account: Classic Checking - xxxxxx1576
Description: CHECK
Amount: \$-1,274.35
Status: Cleared
Customer Reference Number: 197
Transaction: Check 197
Date Cleared: September 02, 2015
Date Initiated: September 02, 2015

Note: Check and Deposit images older than 180 days are not available online, but can be obtained by ordering copies by visiting the Services tab. In order to maintain service, there is scheduled maintenance every Saturday at 11:00 PM and on the last day of each month at 7:00 PM. During this time, which typically lasts about six hours, your images may not be available. We apologize for any inconvenience this may cause.

GEARY JUAN JOHNSON
1522 HI POINT ST APT 8
LOS ANGELES, CA 90035-3941

197
10-238/1270
120

July 31, 2015 DATE

PAY to the ORDER of HJ Point Arts LLC \$1,274.35

Twelve hundred and seventy four dollars and 35/100 DOLLARS

CALIFORNIA BANK TRUST

MEMO PAYMENT UNDER PROTEST

Enlarge Save

09/01/2023

011480
HI PC
ARTS, LLC
FOR
POSITIVE
235902
CA 90036-5175
NATIONAL BANK
LOS ANGELES
GBC INTL

Enlarge Save

16

EXH. 38-016

Font Size

[Close Window](#) [Print Screen](#)View Transaction Printable View
Transaction Information

Account: Classic Checking - xxxxxx1576
Description: CHECK
Amount: \$-1,274.35
Status: Cleared
Customer Reference Number: 198
Transaction: Check 198
Date Cleared: October 02, 2015
Date Initiated: October 02, 2015

Note: Check and Deposit images older than 180 days are not available online, but can be obtained by ordering copies by visiting the Services tab. In order to maintain service, there is scheduled maintenance every Saturday at 11:00 PM and on the last day of each month at 7:00 PM. During this time, which typically lasts about six hours, your images may not be available. We apologize for any inconvenience this may cause.

GEARY JUAN JOHNSON
1522 HI POINT ST APT 9
LOS ANGELES, CA 90033-3941

198
16-228/1720
318

Oct 1 2015 DATE

PAY to the ORDER of Hi Point APES LLC \$ 1274.35

Twelve hundred seventy four and 35/100 DOLLARS

CALIFORNIA BANK TRUST

* Geary Juan Johnson

MEMO PAYMENT UNDER PROTEST

Save

HI
LOS ANGELES, CA 90033-3941

222-1101
HI POINT APES, LLC
STEREBAUT
01011480

Save

Enlarge Save

17 FX# 38-017

09/01/2023

09/01/2023

Exhibit

39

Subject: 1522 S Hi Point Ave #9
From: Alan Chen (AlChen@ph.lacounty.gov)
To: cliffrenfrew@gmail.com; tainmount@sbcglobal.net; WALTER.BARRATT@GMAIL.COM;
Date: Friday, December 11, 2015 8:54 AM

Mr. Renfrew and Mr. Johnson,

After further review with my supervisor, I have reopened the case. My concern is only with the non-working intercom in unit 9.

The compliance deadline **was** 3 weeks. However, after speaking with the management, I have granted a time extension. **The new compliance deadline is January 13, 2015.**

As a reminder, the management has 3 options to remedy the problem: **repair, replace, remove**. Provide a minimum 24 hour notice to the tenant before performing the work.

Sincerely,

Alan Chen, MPH, REHS

Los Angeles County Department of Public Health
Environmental Health / Brentwood District

5350 Wilshire Boulevard, 9th Floor

Los Angeles, CA 90010

Office: 213-351-7896

Desk: 213-351-7993

Fax: 213-351-2736

EXH 39-001

Email: alchen@ph.lacounty.gov

www.ph.lacounty.gov/eh

09/01/2023

EXH 38-002

09/01/2023

Exhibit

40

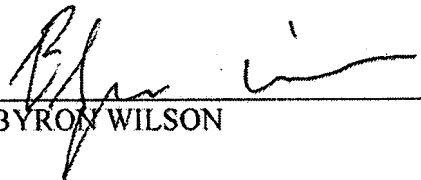
To HCIDLA Los Angeles, California

Declaration re Intercom at 1522 Hi Point Street 90035

1. I, Byron Wilson, do declare:
2. If called to testify, I could do so competently.
3. I am a tenant of Hi Point Apartments at 1522 Hi Point Street #9, Los Angeles, California. I am also the roommate of Geary Juan Johnson.
4. The intercom that is currently installed in the apartment was there when we moved in the building Feb 16 2010.
5. The intercom that is currently installed in the apartment 9 was permanently fixed in the wall before the inception and upon inception of my tenancy at apt 9 in Feb 16 2010.
6. I was a witness on April 28 2014 when the maintenance workers hired by Hi Point Apts LLC entered the apartment 9 and inspected the intercom and opened the wall to inspect the intercom.
7. I am a witness that Cliff Renfrew had dropped off a note on April 24 2014 which stated that the apt 9 door entry intercom would be inspected on April 28, 2014.
8. The intercom allows me to screen visitors who arrive at the front door of the building.
9. I have made this statement of my own free will.

I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF
THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Date: JANUARY 1 2016



BYRON WILSON

09/01/2023


To HCIDLA Los Angeles, California

Declaration re Intercom at 1522 Hi Point Street 90035

1. I, GEARY JUAN JOHNSON, do declare:
2. If called to testify, I could do so competently.
3. I am a tenant of Hi Point Apartments at 1522 Hi Point Street #9, Los Angeles, California. I am also the roommate of Byron L. Wilson..
4. The intercom that is currently installed in the apartment was there when we moved in the building Feb 16 2010.
5. The intercom that is currently installed in the apartment 9 was permanently fixed in the wall before the inception and upon inception of my tenancy at apt 9 in Feb 16 2010.
6. I am a witness that Cliff Renfrew had dropped off a note on April 24 2014 which stated that the apt 9 door entry intercom would be inspected on April 28, 2014.
7. The intercom allows me to feel more secure in my apartment. It allows me to screen visitors who arrive at the front door of the building.
8. I have made this statement of my own free will.

I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF
THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Date: JANUARY 1 2016


GEARY JUAN JOHNSON
Tenant #9 at 1522 Hi Point Street 90035

09/01/2023

09/01/2023

Exhibit 41

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

COPY

Raymond John Bekeris, California State Bar No.: TBD
2343 Fox Hills Drive, #302
Los Angeles, CA. 90064
Tel. (310) 271-0101
Fax: (310) 861-6562
Email: Bekeris1@msn.com

Attorneys for Plaintiff John Bruce Nelson

CONFORMED COPY
ORIGINAL FILED
Superior Court of California

MAY 28 2019

Sharon H. Smith, Executive Officer/Clerk
By: Cristina Grijalva, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
19STCV18302

JOHN BRUCE NELSON, individually,

Plaintiff,

vs.

FOX HILLS DRIVE APT. LLC, a California
Limited Liability Company; and **DOES 1 Thru 25**,

Defendants.

Case No.

VERIFIED COMPLAINT
Damages are in excess of \$25,000

COMPLAINT FOR:

1. Breach of Contract
2. Abuse of Process
3. False Imprisonment
5. Violation of Penal Code 134
5. Intentional Infliction of Emotional Stress
6. Breach of Duty - Fiduciary
7. Violations of Civil Code 1940.2
8. Declaratory Relief

Request for trial by Jury.

PLAINTIFF NELSON'S VERIFIED COMPLAINT FOR DAMAGES

5 of 10

EXH. 41-001

09/01/2023

1 Plaintiff JOHN BRUCE NELSON complains and alleges as follows:

2 **THE PARTIES**

3 1. Plaintiff JOHN BRUCE NELSON (herein referred to as "Nelson" or "Plaintiff")
4 was at all times, relevant to the issues involved in this matter, residing in an apartment in Los
5 Angeles County, State of California. Nelson shares that apartment with one other co-tenant, and
6 that co-tenant has, for valuable consideration, assigned to Nelson, to the legal extent possible, all
7 of that co-tenant's legal rights, against Defendant Fox Hills Drive Apt. LLP, to recover any and
8 all damages with respect to any or all co-tenant's possessory rights, contractual rights, and/or
9 monetary rights, and/or any other legal right related to the co-tenancy they share.

10 2. Plaintiff is informed and believes that at all times relevant herein, Defendant FOX
11 HILLS DRIVE APTS. LLP (herein referred to as the "Defendant" or "Fox") was doing business
12 as a Limited Liability Company in the State of California, County of Los Angeles. Defendant
13 also owns the apartment building located in Los Angeles County, from which the allegations of
14 this complaint evolve, and is the apartment building in which Plaintiff resides in one of the 8-
15 apartments therein.

16 3. Plaintiff is informed and alleges that at all times relevant herein, Defendant hired
17 various apartment managing companies, each of whom, shown from most recent to oldest, (1)
18 *Power Property Management Inc*, (2) *Williams Real Estate Advisors, Inc.*, and (3) *LB Property*
19 *Management Inc*, were registered as state licensed by the Dept. of Real Estate, and doing
20 business in the State of California, County of Los Angeles, while they acted as landlords and
21 managed the same apartment building owned by Defendant (mentioned above).

22 4. Plaintiff is informed and alleges that at all times relevant herein, all DOES were
23 residing in the State of California, County of Los Angeles.

24 5. The true names and capacities, whether individual, corporate, associate,
25 partnership, or otherwise of the other defendants sued herein as Does 1 thru 25 are unknown to
26 Plaintiff who therefore sue such defendants by such fictitious names. When the true names and
27 capacities of said defendants are ascertained, Plaintiff will seek leave to amend this complaint.

1 recently, in May of 2019, an email was sent by Plaintiff to the Defendant asking again to confirm
2 what the Defendant's position was on replacing the roommate that had vacated? The Defendant
3 responded by specifically advising:

4
5 **"You are NOT allowed to get a roommate. If you feel otherwise, feel**
6 **free to talk to an attorney about it. We will NOT communicate with**
7 **you regarding this as you know we've made our position clear in the**
8 **past and continue to stand behind the lease you have in place."**

9 25. In 2016 Defendant Fox had threatened Plaintiff that if a third tenant was to move
10 into the Unit, that Defendant would end Plaintiff's tenancy.

11 26. This significantly and unfairly reduced the value of Plaintiff's tenancy as the extra
12 bedroom could have been rented for up to a third of the rent or to someone who would enhance
13 the complexion of the Unit.

14 27. Following the Settlement in 2016, the Defendant began failing to properly
15 maintain the Property, by not fixing *inter alia* the call-box and the elevator, and the Defendant
16 began to harass, harm, and annoy Plaintiff by outrageously making numerous wrongful threats
17 related to payment of Rent.

18 28. Plaintiff alleges that the primary purpose, behind these various acts, was to force
19 the Plaintiff to forfeit his tenancy, and for no other good reason.

20 29. At the time, Plaintiff Nelson was hopeful that Defendant's wrongful behavior
21 would subside, and he did not want to sue because of the stress involved in a suit.

22 30. The Defendant's wrongful behavior continued, it continues to this day, it continues
23 to grow worse, and it now is unbearable.

24 31. In 2016, the Defendant began re-building the Property and remodeling other
25 apartment units in the building. This construction was loud and lasted for months at a time.
26 Defendant failed to disclose that work would be done, and never disclosed the extent of the
27 work. Based on information and belief, certain 1-BR units were made into 2-BR.

1 50. Plaintiff personally sent a response to Power, with a check. Plaintiff's response
2 clearly explained how the fabricated notice was wrongful, said response clearly explained no
3 payment was owed, and said response explained that the payment was being made under duress.

4 51. Power Property cashed the check after receiving Plaintiff's response advisory, full
5 well and knowing that the threat was wrongful and the check was provided under duress.

6 52. Plaintiff paid said funds under duress.

7 53. Power's January 16 threat, implicitly required Plaintiff to repeatedly pay the same
8 amount on a monthly basis.

9 54. Power then collected more funds, paid by Plaintiff under duress, on the first day of
10 the next month, February. Power again deposited the funds by cashing the check, even though
11 they were clearly marked as paid under duress.

12 55. Allegedly, Power was wrongfully substituting a tactic, in bad faith, to implement a
13 raise of rent, without following the proper process, but instead used a wrongful process to inflict
14 pain and suffering, and to cause stress on the Plaintiff.

15 56. Power collected four payments in all through repeated threats, which threats were
16 made through vague and unintelligible responses to Plaintiff's questions, implicitly leading
17 Plaintiff to believe if funds were not paid, he could be evicted.

18 57. Power's wrongful tactic did cause the Plaintiff to experience pain and suffering.

19 58. Power later admitted that the threat was wrongful, but not until four payments had
20 been collected and not until after extreme stress occurred. To this day Power has not returned
21 those four payments.

22 59. Plaintiff Nelson is 87-years old, a heart patient, and needs assistance when dealing
23 with stairs.

24 60. Plaintiff's Rental Agreement requires landlord to "promptly" fix or repair things
25 about the Property.

26 61. Power was notified of certain significant problems with (1) the elevator. and (2)
27 the Property's call box, as well as other lesser problems with the building.

09/01/2023

Exhibit

42

Hi Point 1522, LLC.

520 Pacific Unit 5
Santa Monica, CA 90405

August 13, 2021

Los Angeles Housing Community and Investment Department
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

Management Company Representative Authorization Policy

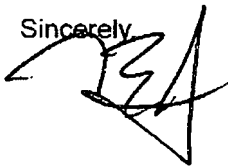
I, Hi Point 1522, LLC., the undersigned, hereby authorize Thomas Khammar DBA Power Property Management, Inc., to receive all billing information, compliance notification, and act on my behalf in all manners. Any and all acts carried out by Power Property Management on my behalf shall have the same effect as acts of my own.

Subject Property: 1522 Hi Point Street Los Angeles, CA 90035
APN Number: 5068-018-035

Authorized Agent: Thomas Khammar and Power Property Management, Inc.
P.O. Box 472 Culver City, CA 90232
(310)593-3955

This letter of authorization shall remain valid until a new authorization letter is received.

Sincerely,



Hi Point 1522, LLC, Landlord

09/01/2023

ExH. 42-001

09/01/2023

Exhibit 43



CALIFORNIA
ASSOCIATION
OF REALTORS®

NOTICE OF CHANGE IN TERMS OF TENANCY
(C.A.R. Form, CTT, Revised 4/03)

To: Geary Johnson Byron Wilson ("Tenant")
and any other occupant(s) in possession of the premises located at:
(Street Address) 1522 Hill Point St (Unit/Apartment #) 9
(City) LOS ANGELES (State) CA (Zip Code) 90035 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on 5/9/14, whichever is later.
All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ _____ per month.

(NOTE: Pursuant to California Civil Code § 827, if the change increases the rent in an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on _____, whichever is later.)

2. Security deposit shall be increased by \$ _____.

3. Other: Vacate car park space #14

You're allocated car park space is #13

Tenancy car park spaces are available on a first come first
served basis for an additional charge of \$50 per month
Contact Cliff Pearson 310 339 4475 JC@cliffpearson.com

If this Notice increases the rent charged, and is served by mailing, it was mailed on _____ (Date)
at _____ (Location)

Landlord Cliff Pearson
(Owner or Agent)

Date 4/9/14

TENANT CONSENT TO EXTENSION OR RENEWAL OF LEASE

If this Notice extends or renews an existing lease term, by signing below, Tenant acknowledges and agrees to such extension or renewal.

Tenant Geary J. Johnson

Date 11/4/21

Tenant

Date

By signing below, Landlord acknowledges Tenant's consent to extension or renewal of lease

Landlord
(Owner or Agent)

Date

Landlord
(Print Name)

(Keep a copy for your records.)

The copyright laws of the United States (Title 17, U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy, machine or any other means, including electronic or computerized formats. Copyright © 2014 CALIFORNIA ASSOCIATION OF REALTORS® INC. ALL RIGHTS RESERVED.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® INC. AND REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON UNDERSIGNED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. A REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
A subsidiary of the California Association of REALTORS®
525 South Vine Street, Los Angeles, California 90020

Reviewed by _____ Date _____



CTT REVISED 4/03 (PAGE 1 OF 1)

NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Agent: Patrick Hale

Phone: 310 339 4475

Fax: 310 339 4475

Prepared using WBMForms® software

Broker: Realty Source Inc.

ExH. 43-001

09/01/2023

09/01/2023

Exhibit 44

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

1522 Hi Point St 9
Los Angeles CA 90035
323-807-3099

NOVEMBER 30, 2021

USPS PRIORITY MAIL

9405 5118 9956 0462 7777 48

City attorney's office
City prosecutor
City Hall East Suite 800
Los Angeles CA 90012

"As the City's chief prosecutor, the City Attorney prosecutes all misdemeanor criminal offenses and infractions occurring in the City of Los Angeles. The City Attorney works closely with local law enforcement agencies to prosecute crimes through the Criminal Branches of the City Attorney's Office located throughout Los Angeles. The City Attorney's Office is also a resource for victims and witnesses of crimes, and provides a network of referral services as well as crisis intervention and support. Additionally, the City Attorney administers a number of citywide crime prevention initiatives focused on preserving the quality of life throughout Los Angeles' neighborhoods.(City website)"

Discrimination "foments domestic strife and unrest, deprives the state of the fullest utilization of its capacities for development and advancement, and substantially and adversely affects....the public in general....The practice of discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in housing accommodations is declared to be against public policy." GOVT CODE.

Complaint re LAMC Article 5.3 Tenant Harassment Ordinance

Claimant

Geary J. Johnson

Respondent

Hi Point 1522 LLC
8885 Venice Blvd #205
Los Angeles CA 90034
Phone 310-593-3955

Power Property Management Inc.
8885 Venice Blvd #205
Los Angeles CA 90034
Phone 310-593-3955

Introduction

This summary is meant to be indicative but not all inclusive.

My position

The rent agreement entitles me to maintenance. All I have to do is report the item to the owner." Tenant "shall advise owner immediately of any equipment malfunction". There is no indication in the rent agreement that the "intercom" is to be excluded from maintenance. The "intercom" is included in maintenance; the agreement refers to maintenance as "including but not limited to". The only item excluded from owner maintenance is any item in the unit solely the personal property of the tenant. There was a working intercom at the property when it was built. In

2014, the new owner Hi Point Apts LLC (not to be confused with Hi Point 1522 LLC) and his agents assumed responsibility for the intercom system and decided to replace it with a new system and installed corresponding devices to the front door and 15 apartment units except for units 9, 8, 5. (My unit is #9). At the time there was no reason given why all intercoms were not replaced. Each units that received a new intercom experienced other renovations and total elapsed time was 2 months each unit, so the time to replace an intercom could be estimated at less than 2 months. Intercoms were replaced between 2014 and 2018, and 9,8,5 remained unusable. Around 2015, the DFEH claims the owner said unit 9 intercom was not replaced because (1) we are long term tenants (2) he replaces intercoms when he has the opportunity and (3) he only provides new intercoms to vacant units. So we would have to vacate the unit to get the repairs. Most of what the DFEH claims the owner said does not appear in my rent agreement or house rules; since 2014 the owner has had ample opportunity to repair or replace the intercom, and been in the unit for numerous other repairs, but has not repaired or replaced the intercom.

According to the LAMC, and the state health and safety code, "maintenance" is s housing service and constitutes "health and safety". The filing of a code violation complaint gives the city government (code enforcement) the authority to investigate whatever is claimed in the complaint.

The rent agreement entitles me to parking. The rent agreement details that two stalls are available for parking 1 and parking 2. Pictures of the property indicate there were tandem stalls available at the time the building was built - building CFO- and at the time renter entered into the agreement 2010. In 2014 the owner indicated by notice 4/9/2014 "Notice of Change of terms of tenancy" that tandem parking stalls were available for "first come first served" and \$50 per month. The LAMC however, prohibits the owner from charging a tenant a fee for services that were available at the inception of the tenancy, i.e. tandem parking was available in 2010 tenancy included in the rent.

///

///

///

The city government position:

The city Los Angeles government code enforcement and rent stabilization departments feel they do not have jurisdiction over the intercom system. They feel the intercom was not working when our tenancy started (but it was in the unit and on the outside of the building) and that is their reason for not ordering the repair or replacement. I do not agree with the city's position. Nevertheless, in 2015, a malicious and racist city government, ordered us to pay a rent increase for five years ("capital improvements") which included payment for an intercom system not available to unit 9 tenants, and a parking gate not available to me. About \$17.00 month was the rent increase for five years. The intercom system is connected to the same front door as the key pad system and both were replaced at the same time. An order from the county health department that the owner repair, replace, or remove the intercom was ignored by the city and the owner. IMO the county viewed the non-working intercom as a private and public nuisance, i.e the public, relatives, and maintenance workers are stopped from being able to communicate to unit 9 tenants. I have explained to code enforcement that the filing of a complaint gives them jurisdiction as well as the filing of a REAP complaint. The REAP department has been unresponsive.

The city position on the parking is that the parking for two cars was not "available" at the inception of the tenancy, therefore they have no jurisdiction. Again I disagree with the city's position as stated above. The city stated that I should pay the \$50 per month even though the LAMC states the owner cannot charge any fees if the service was available at the inception of the tenancy. City documents show that the owner does not charge a separate fee for parking and that all parking is included in the rent paid. There is written documentation provided to the city that the owner has not painted the stripes in the parking lot, and that the owner has tandem stalls as well as guest stalls, which is not permitted under the LAMC or parking enforcement regulations. In the meantime as indicated to the city, I have asked to apply for the parking, and I applied for the parking at \$50 separate fee per month but there has been no response.

"Available" is defined as ready at a future date. At the time we signed the rental agreement, the two car stall for us in 2010 was "available" in a few days.

The facts of this case have been before numerous Judges, city departments, Department Fair Employment and Housing, Mayor and Council, and others, but I still cannot get maintenance to my intercom and be assigned to a second parking stall, such housing services that would take less than a day to supply. The city Rent Adjustment department has been silent on my complaints. "The Rent Adjustment Commission may make studies and investigations conduct hearings, and obtain information as it deems necessary to promulgate, administer and enforce any regulation, rule, or order adopted pursuant to this article. " Ordinance.

I do not know the current owner's position (Hi Point 1522 LLC) because they have not responded. On November 24, 2021 at 11:36 pm via email, I did advise the Respondents that I would be bringing a complaint against them under this Ordinance.

The parking issue has changed to the extent that as of two months ago the owner said there is available tandem stalls for \$50 extra per month, and the owner and agents have not responded to my application; to that extent the parking is not about damages from 2014 but damages for harassment for what is happening today regarding the parking.

The violations

Landlord. "Landlord" refers to any owner, lessor, sublessor, manager, and/or person, including any firm, corporation, partnership, or other entity, having any legal or equitable right of ownership or possession or the right to lease or receive rent for the use and occupancy of a rental unit, and whether acting as principal or through an agent or representative or successor of any of the foregoing. (Sec 45.32)

I underline the sections I believe are violations by the owner and agents and/or others:

Tenant Harassment shall be defined as a landlord's knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose, including, but not limited to, the following actions:

1. Reducing or eliminating housing services required by a lease, contract or law, including the elimination of parking if provided in the tenant's lease or contract except when necessary to comply with a court order or local or state law, or to create an accessory dwelling unit or additional housing.

2. Failing to perform and timely complete necessary repairs and maintenance required by Federal, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.

3. Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954, including entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection.

4. Threatening a tenant, by word or gesture, with physical harm.

5. Attempting to coerce the tenant to vacate with offer(s) of payments.

6. Misrepresenting to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through an intentional misrepresentation or the concealment or omission of a material fact.

7. Threatening or taking action to terminate any tenancy including service of any notice to quit or other eviction notice or bringing action to recover possession of a rental unit based on facts which the landlord has no reasonable cause to believe to be true. No landlord shall be liable under this subsection for bringing an action to recover possession of a rental unit unless and until the tenant has obtained a favorable termination of that action.

8. Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.

9. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties or applicable law.

10. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant, or prospective additional occupant of a rental unit, or requiring any of these people to make any statement, representation, or certification concerning their immigration or citizenship status.

11. Disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a tenant, whether in retaliation for engaging in legally protected activities or to influence them to vacate or for any other reason.

12. Disclosing or threatening to disclose information about a tenant to any government entity for engaging in legally protected activities or to influence them to vacate.

13. Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws.

14. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations and unions.

15. Interfering with a tenant's right to privacy or requesting information that violates a tenant's right to privacy, including, but not limited to, residency or citizenship status or social security number, except as authorized by law.

16. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.

I have cited above sections 1,2,6 8, 12, 13, 16. Notes: the owner eliminated maintenance and parking; has not repaired the intercom; owner falsely said we needed to vacate the unit in order to get repairs; omission: the owner has failed to repair or replace the intercom, failed to assign tandem parking, failed to respond to my requests for housing services; and thus interfered with my peaceful enjoyment of the rental property; disclose information about a tenant to any government entity for engaging in legally protected activities; Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws, i.e denying housing services in retaliation because I complained; repeated acts or omissions that disturb my peace and quiet and are caused to make me waive my rights to maintenance and parking; telling government entity Judges that I do not have the entitlement to fair housing and full and equal housing services. As evidence I also cite city documents code violation complaints 656619, 657148, 657264, 657320, 657379, 657732, 658142, 659418, 783, 277, 750967, 747820, 747009, 746447, 742716, 715404, 799574, city clerk records requests 21-10616, 21-10536. Please let me know if you need additional information.

While the actions of the respondents have likely been for reasons of personal racial bias and retaliation against me, their actions are also a “knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose”. The actions of omission, and denying maintenance and parking as stated herein, violate LAMC section article 5.3., have damaged and harmed me as stated herein and serve no legitimate or lawful purpose.

Please investigate this as a criminal offense under section 45.36 for harassment and I request the Respondents be assessed fines and serve jail time.

All rights reserved.

/s/Geary J. Johnson

Geary J. Johnson

A Black American

Tenant- Rent controlled Building

ENCLOSED:

(email) 10/14/21 - Liliana: Show me the intercom repair and parking stall.
DFEH cases 202109-14875226; 202109- 14667204 (Johnson vs Hi Point 1522 LLC). Unruh Act

(EMAIL) Your Notice to Enter Premises dated July 28, 2021

- 8/2/21 DATED

09/01/2023

C23-110242
 9405 5112 0620 3799 4085 77
 USPS Tracking®

FAQs >

Track Another Package +

Remove X

Tracking Number: 940551189956046277748

Your item was delivered to the front desk, reception area, or mail room at 10:51 am on December 1, 2021 in LOS ANGELES, CA 90012.

USPS Tracking Plus™ Available >

Delivered, Front Desk/Reception/Mail Room

December 1, 2021 at 10:51 am
 LOS ANGELES, CA 90012

Feedback

Get Updates >

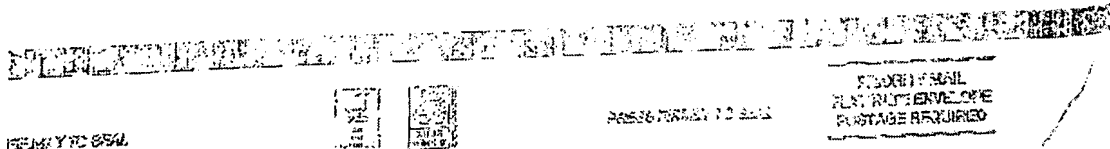
Text & Email Updates

Tracking History

USPS Tracking Plus™

Product Information

See Less >



UNITED STATES
 POSTAL SERVICE®

Delivery only guaranteed for domestic mail.
 Includes up to \$500 of insurance for domestic mail.
 Includes up to \$500 of insurance for international mail.
 Includes up to \$500 of insurance for registered mail.
 Includes up to \$500 of insurance for registered mail.
 Includes up to \$500 of insurance for registered mail.

REGISTERED MAIL
 WITH INSURANCE

REGISTERED MAIL
 WITH INSURANCE



EP14F May 2020
 OD: 12 1/2 x 9 1/2



USPS TRACKING PLUS

P \$8.15 US POSTAGE
 PRIORITY MAIL
 ZONE 1 FLAT-RATE ENVELOPE
 Certified Mail
 11/02/2021

PRIORITY MAIL 1-DAY™

GEARY JOHNSON
 1522 HI POINT ST APT 9
 LOS ANGELES CA 90035

SHIP TO: City Attorney Office
 City Hall East Suite 800
 Los Angeles CA 90012

USPS TRACKING #

9405 5118 9956 0462 7777 48

EXH. 44-009

09/01/2023

Exhibit 45

SC-100

Plaintiff's Claim and ORDER to Go to Small Claims Court

Clerk stamps date here when form is filed

Notice to the person being sued:

- You are the defendant if your name is listed in ② on page 2 of this form or on form SC-100A. The person suing you is the plaintiff, listed in ① on page 2.
- You and the plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case. If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

Aviso al Demandado:

- Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario, o en el formulario SC-100A. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso. Si pierde el caso, la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

Order to Go to Court

The people in ① and ② must attend court: (Clerk fills out section below.)

Trial Date	Date	Time	Department	Name and address of court, if different from above
	1. 02/01/2022	1:30 PM	1A	5th Floor Room 548
	2. _____	_____	_____	_____
	3. _____	_____	_____	_____
Date: 12/03/2021				Clerk, by K. Chan, Deputy

Instructions for the person suing:

Do not use this form to recover COVID-19 rental debt, which is unpaid rent or other financial obligations under a tenancy due between March 1, 2020, and September 30, 2021. (See Code of Civil Procedure, § 1179.02.) To recover COVID-19 rental debt, use form SC-500, *Plaintiff's Claim and ORDER to Go to Small Claims Court*.

- You are the plaintiff. The person you are suing is the defendant.
- Before you fill out this form, read form SC-100-INFO, *Information for the Plaintiff*, to know your rights. You can get form SC-100-INFO at any courthouse or county law library, or go to www.courts.ca.gov/forms.
- Fill out pages 2, 3, and 4 of this form. Make copies of all the pages of this form and any attachments—one for each party named in this case and an extra copy for yourself. Take or mail the original and the copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above. Your court may allow electronic filing. Check your local court website for information: www.courts.ca.gov/find-my-court.htm.
- You must have someone at least 18—not you or anyone else listed in this case—give each defendant a court-stamped copy of all pages of this form and any pages this form tells you to attach. There are special rules for "serving," or delivering, this form to public entities, associations, and some businesses. See forms SC-104, SC-104B, and SC-104C.
- Go to court on your trial date listed above. Bring witnesses, receipts, and any evidence you need to prove your case.

FILED
Superior Court of California
County of Los Angeles

12/03/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Chan Deputy

Fill in court name and street address:

Superior Court of California, County of
Los Angeles

Stanley Mosk Courthouse
111 North Hill Street
Los Angeles, CA 90012

Court fills in case number when form is filed.

Case Number: 21STSC04574

Case Name: JOHNSON
VS
HI POINT APTS LLC

Plaintiff (list names):
GEARY J. JOHNSON

Case Number:

21STSC04574

1 The plaintiff (the person, business, or public entity that is suing) is:

Name: GEARY J. JOHNSON

Phone: 323-807-3099

Street address: 1522 HI POINT ST 9

LOS ANGELES

CA

90035

Street

City

State

Zip

Mailing address (if different):

Street

City

State

Zip

Email address (if available): TAINMOUNT@SBCGLOBAL.NET

If more than one plaintiff, list next plaintiff here:

Name:

Phone:

Street address:

Street

City

State

Zip

Mailing address (if different):

Street

City

State

Zip

Email address (if available):

- ☐ Check here if more than two plaintiffs and attach form SC-100A.
☐ Check here if either plaintiff listed above is doing business under a fictitious name and attach form SC-103.
☐ Check here if any plaintiff is a "licensee" or "deferred deposit originator" (payday lender) under Financial Code sections 23000 et seq.

2 The defendant (the person, business, or public entity being sued) is:

Name: HI POINT APTS LLC, (A CORPORATION)

Phone: 310-895-6693

Street address: 226 CARROLL CANAL

VENICE

CA

90291

Street

City

State

Zip

Mailing address (if different):

Street

City

State

Zip

If the defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process here:

Name: WALTER BARRATT

Job title, if known: OWNER

Address: 226 CARROLL

VENICE

CA

90291

Street

City

State

Zip

☐ Check here if your case is against more than one defendant and attach form SC-100A.

☐ Check here if any defendant is on active military duty and write defendant's name here: _____

3 The plaintiff claims the defendant owes \$ 2300.00 (Explain below and on next page.)

(Note: A claim for COVID-19 rental debt cannot be made on this form. Use form SC-500, Plaintiff's Claim and ORDER to Go to Small Claims Court (COVID-19 Rental Debt).)

a. Why does the defendant owe the plaintiff money?

RENT PAID APPROX. \$1500 EACH MONTH FOR REPAIRS BUT REPAIRS TO INTERCOM NOT MADE.
RENT PAID FOR PARKING FOR TWO CARS BUT SECOND OR TANDEM STALL NOT RECEIVED.
OWNER PLACED VALUE OF PARKING AT \$30 PER MONTH. CITY PLACED VALUE AT \$200 PER
MONTH. CC CODE SECTION 194.1.1. CC SECTION 194.2.4. CC 194.2.4 INTERFERENCE WITH
PEACEFUL ENJOYMENT OF THE PREMISES. DEFENDANT STOPPED REPAIR PERSONNEL FROM
ENTERING THE UNIT. CC SECTION 194.2.4(b)(1). THE RENT AGREEMENT IS ENTITLEDMENT.

Plaintiff (list names):

GEARY J. JOHNSON

Case Number:

21STSC01574

3 b. When did this happen? (Date):

If no specific date, give the time period: Date started: MAY 15, 2021

Through: JULY 8, 2021

c. How did you calculate the money owed to you? (Do not include court costs or fees for service.)

INTERCOM IN UNIT IS NOT IN USEFUL CONDITION. NEGLECT. NUISANCE. CC SECTION 1942.2, CC 1942.4(B)(1). CC SECTION 1940.2 ENTITLED ME TO UP TO \$2,000 FOR EACH VIOLATION. INTERCOM PURCHASE ABOUT \$25.00. ELECTRIC COST OF HAVING TO MOVE CAR FOR STREET SWEEPING OR GROCERIES. PARKING LOSS \$50.00 PER MONTH. GENERAL DAMAGES.

☒ Check here if you need more space. Attach one sheet of paper or form MC-031 and write "SC-100, Item 3" at the top.

4 You must ask the defendant (in person, in writing, or by phone) to pay you before you sue. If your claim is for possession of property, you must ask the defendant to give you the property. Have you done this?

☒ Yes ☐ No If no, explain why not:

LETTER DEMANDING PAYMENT OF DAMAGES WAS SERVED ON THE DEFENDANT BY EMAIL. (THIS CLAIM IS NOT FOR POSSESSION OF PROPERTY).

5 Why are you filing your claim at this courthouse?

This courthouse covers the area (check the one that applies):

- a. ☒ (1) Where the defendant lives or does business.
(2) Where the plaintiff's property was damaged.
(3) Where the plaintiff was injured.

(4) Where a contract (written or spoken) was made, signed, performed, or broken by the defendant or where the defendant lived or did business when the defendant made the contract.

b. ☐ Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim is about an offer or contract for personal, family, or household goods, services, or loans. (Code Civ. Proc. § 395(b).)

c. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). (Civ. Code, § 1812.10.)

d. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. (Civ. Code, § 2984.4.)

e. ☐ Other (specify):

6 List the zip code of the place checked in 5 above (if you know): 90035

7 Is your claim about an attorney-client fee dispute? ☐ Yes ☒ No

If yes, and if you have had arbitration, fill out form SC-101, attach it to this form, and check here: ☐

8 Are you suing a public entity? ☐ Yes ☒ No

If yes, you must file a written claim with the entity first. ☐ A claim was filed on (date):

If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.

Plaintiff (list names):

GEARY J. JOHNSON

Case Number:

21STSC04574

- 9 Have you filed more than 12 other small claims within the last 12 months in California?
☐ Yes ☒ No *If yes, the filing fee for this case will be higher.*
- 10 Is your claim for more than \$2,500? ☐ Yes ☒ No
If you answer yes, you also confirm that you have not filed, and you understand that you may not file, more than two small claims cases for more than \$2,500 in California during this calendar year.
- 11 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under the laws of the State of California that the information above and on any attachments to this form is true and correct.

Date: 12/2/21

GEARY J. JOHNSON
Plaintiff types or prints name here

Geary J. Johnson
Plaintiff signs here

Date: _____

Second plaintiff types or prints name here

Second plaintiff signs here

Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the trial. For these and other accommodations, contact the clerk's office for form MC-410, Disability Accommodation Request. (Civ. Code, § 54.8.)

EXH. 45-004

09/01/2023

PLAINTIFF/PETITIONER: GEA J. JOHNSON
DEFENDANT/RESPONDENT: HI POINT APTS LLC

MC-0
CASE NUMBER: 21STSC04574

SC-100, ITEM 3

DECLARATION

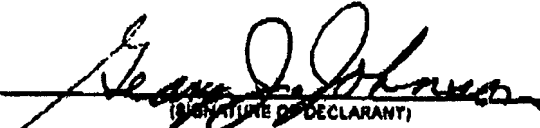
(This form must be attached to another form or court paper before it can be filed in court.)

1. I am Plaintiff pro se in this matter.
2. If called to testify I can do so competently or I testify based on information and belief.
3. Hi Point Apts LLC and owner Walter Barratt are racist.
4. As property owners, between May 15, 2021, and July 8, 2021, the defendant Hi Point Apts LLC and owner denied me full and equal housing services.
5. I am a Black American entitled to all the benefits and privileges of the contractual agreement as stated under federal, state, and local law. I have been denied privileges granted to other tenants on different terms, in violation of the California Constitution Article I section 7(a).
6. Everything in unit must be in useful condition. Groh v Kover's, 221 Cal. App. 2d 611.(1963).
7. The defendant has damaged me and denied me entitled maintenance to the intercom.
8. Hi Point Apts LLC is able to deny housing services because they have government help.
9. Under the rent agreement, there is no provision excluding the intercom from maintenance.
10. I am entitled to tandem or parking for two cars in the rent agreement and parking for Parking 1 and Parking 2 and the rent agreement says #8 and "Parking 2" which means two cars. 11. Hi Point Apts LLC said around May 14, 2021 thru Walter Barratt, that I am entitled to parking for two cars if I pay an additional \$50 per month in rent. But rent agreement says parking included in rent.
12. I offered in writing added \$50 for parking but the defendant has not provided the parking.
13. No other tenant in the building pays an additional \$50 for parking. I feel the \$50 is racist and retaliatory and singles me out for unfair treatment and an illegal rent increase.
14. Rent agreement Section (7) says tenant shall advise "owner immediately of any equipment malfunction". Section (6) "renter has examined the premises including but not limited to". Rent agreement section (6) tenant must give owner "opportunity to repair any claimed housing deficiency". CC section 1941.1.
15. Damages are the rent amounts I paid thru May 31, 2021, June 2021 (\$1500), and July 1-8, 2021, prorated. CCC section 1942.4, Rent cannot be demanded if repairs are pending.
16. The actions of defendants are oppressive, fraudulent, and malicious entitling me to damages of up to \$4,000 per act. CCC 1942.4(b)(1).
17. The defendants have violated CCC section 1940.2 and interfered with my quiet enjoyment of the premises entitling me to \$2,000 for each violation.
18. I demand 10% of the rent as damages which would be about \$150/month for May 15-31, June, and up to July 8, 2021.
19. The defendant has violated the corporate oath that all its activities will be lawful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 12/02/21

GEARY J. JOHNSON
(TYPE OR PRINT NAME)


(SIGNATURE OF DECLARANT)

- ☐ Attorney for ☒ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☐ Other (Specify):

09/01/2023

09/01/2023

Exhibit 46

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Request for Court Order and Answer
(Small Claims)

Clerk stamps date here when form is filed.

Answer

The person listed in ① on page 1 of this form has asked the court to make an order in your small claims case.

Follow these steps to tell the court what you want to do about this request:

- Read page 1 to see what the person in ① is asking for.
- Fill out ⑦-⑩ below.
- Mail your completed form to the court right away.
- Mail a copy of this form to each plaintiff and defendant listed in ① and ② on page 1 of this form.

The court will mail its decision to all plaintiffs and defendants in this case or will make a decision at a court hearing or trial.

If you do nothing, the court may make the order without hearing from you.

⑦ The person filling this answer is:

Name: GEARY J. JOHNSONAddress: 1522 HI POINT ST 9 LOS ANGELES CA 90035Check one: ☐ A defendant in this case ☒ A plaintiff in this case

⑧ Tell the court what you want to do about this request.

(Check all that apply):

- a. ☐ I agree to the order requested in ③.
- b. ☒ I do not agree to the order requested in ③. (Explain below):

SEE ATTACHED DECLARATION PGS. 1-10
AND EXH LIST AND EXHIBITS PGS. 1-22

☒ Check here if you need more space. Use Form MC-031 or a plain sheet of paper. Write "SC-105, Item 8" on top.

c. ☒ I ask the court to have a hearing to decide this matter.

⑨ I mailed a copy of this form to everyone listed in ① and ② of this form on (date): 02/05/2022

⑩ I declare under penalty of perjury under California state law that the information above and on all attachments is true and correct.

Date: 02/05/22GEARY J. JOHNSON

Type or print your name

⑪ Need help?

For free help, contact your county's Small Claims Advisor:

Or, go to "County-Specific Court Information" at www.courtinfo.ca.gov/selfhelp/smallclaims

FILED

Superior Court of California
County of Los Angeles

02/07/2022

Sherril R. Carter, Executive Officer / Clerk of Court

By: K. Chan Deputy

Fill in court name and street address:

Superior Court of California, County of
LOS ANGELES
111 N. HILL STREET ROOM 113
LOS ANGELES CA 90012

Fill in your case number and case name below.

Case Number:

21STSC04819

Case Name:

Johnson v. Hi Point 1522, LLC et al

Sign your name

If the request on page 1 was made after the hearing,
the clerk fills out below.

— Clerk's Certificate of Mailing —

I certify that I am not involved in this case and (check one):

☐ A Certificate of Mailing is attached.

☐ The Request for Court Order and Answer was
mailed first class, postage paid, to all parties at the
addresses listed in ②.

On (date): _____

From (city): _____, California

Clerk, by _____, Deputy

PLAINTIFF/PETITIONER: GEARY J. JOHNSON	CASE NUMBER:
DEFENDANT/RESPONDENT: HI POINT 1522, LLC, a corporation et al	21STSC04819

DECLARATION

(This form must be attached to another form or court paper before it can be filed in court.)

SC-105. ITEM 8

I, GEARY J. JOHNSON, declare as follows:

1. I make this declaration of my own personal knowledge, except where stated on information and belief, and if called to testify in Court on these matters, I could do so competently.
2. As a Black American tenant, I am entitled to full and equal housing services, privileges and accommodations. (Source: CA Unruh Act).
3. I am a Black American DNA-Ham-Jew Kushite
4. I am the plaintiff pro se.
5. Defendants HI POINT 1522, LLC (hereinafter known as HIPOINT1522 OR DEFS) and POWER PROPERTY MANAGEMENT, INC. (hereinafter known as PPM or DEF) have damaged me by denying me "full and equal housing services and privileges".
6. Can I get my intercom repaired? Can I be assigned to a tandem parking stall? These questions could be resolved in less than five minutes but the Refs refuse their duty to respond in a reasonable and good faith manner.
7. Without waiving the fact the 7/2/21 dismissal without prejudice means there was no decision on the merits towards Def Power Property Management, Inc., (" PPM") or current defendant Hi Point 1522, LLC, "HiPoint1522"), I make this declaration and exhibits in support of my Answer to Defs Feb. 2 2022 filed SC-105.

(continued) see page 2

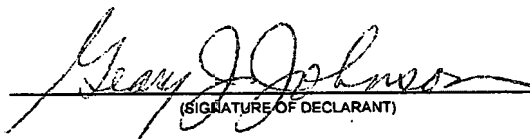
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

FEB 5, 2022

GEARY J. JOHNSON

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☒ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☐ Other (Specify):

EXH. 46-002

09/01/2023

1 (continued Answer SC-105, Item 8)
2
3

4 8. Defs PPM claims the May 2021 court "entered judgment in favor of Def PPM". This is a
5 false statement in light of the 7/2/21 dismissal "without prejudice". (See Exh 8, p. 22 for a true
6 and correct copy of the order). I request that this false statement be used by the court to enter
7 judgment against the Defs as a sanction, as fraud on the court conduct is grounds for such
8 judgment on the pleadings against the Defs.

9 9. The Defs "PPM/HiPoint1522" claim res judicata. Their position is without weight. Res
10 judicata does not bar a new case where the previous case was dismissed "without prejudice". Res
11 judicata does not bar a new case where there is a continuing wrong/new damages. Res judicata
12 does not bar a new case where the claims or parties are not the same/ similar. HiPoint 1522 LLC
13 was not named in the prior case, therefore res judicata does not apply. Plf pays new rent every
14 month which includes payments for intercom and parking, thus the previous lawsuit does not
15 include causes/ facts/obligations that occurred June 2021-December 2021. Indeed the current suit
16 includes allegations under the city tenant harassment by landlord law, which was effective
17 August 2021, occurring months after the previous lawsuit May 2021 hearing. The causes of
18 action, parties, and facts are not the same or similar, therefore res judicata does not apply and the
19 Defs request to dismiss the current action with prejudice and prevent future re-filings by Plt
should be denied .

20 10. The three elements of res judicata are (1) an earlier decision on the issue, (2) a final
21 judgment on the merits, (3) the involvement of the same parties or parties in privity with the
22 original parties. (Source: Black's law dictionary). In the May 2021 heard case, Defs never filed
23 and served a SC-109 for authorization to appear, in order to establish privity. The judicial
24 decision seems to separate the Hi Point Apts LLC from Power Property Management, Inc., so
25 maybe the court was recognizing joint and several liability. Second, in dismissing the case
without prejudice, despite saying no money was owed, there was no judgment on the merits of

Page 2 of 10

JOHNSON V. HI POINT 1522, LLC, a corporation, et al. case 21STSC04819

EXH. 46-003

09/01/2023

1 the case. Finally, there was no "earlier decision" because the case 19STSC14394 was dismissed
2 without prejudice against PPM and its privity.

3
4 11. Defs PPM seeks to unfairly benefit from the 9/11/2020 filed cross complaint that was not
5 signed under penalty of perjury by numerous defendants, the two corporations exceeded the
6 \$5,000 jurisdiction of the court, and the entire time span of their cross complaint was barred by
7 the statute of limitations. Two of the defendants even sued me for a time period when I had not
8 even met the defendants. They were desperate. (Administrative due process).

9 12. A dismissal "without prejudice", in this previous case against PPM, the case causes of
10 action were never litigated or decided and can be litigated again against PPM. The PPM
11 statement that the causes were litigated and decided in May 2021 is false. The statement of PPM
12 that "the court entered judgment in favor of Def PPM" in case 19STSC14394 is false.

13 13. While the previous May 2021 court denied money damages, by ruling "without
14 prejudice" it left the door open to seek money damages again based on the same parties and
15 causes of action. (Parties in privity).

16 14. Housing includes unit and housing services like maintenance and parking. (Source: rent
17 agreement).

18 15. This is a city rent controlled building.

19 16. Power Property Management Inc. is the management company legally responsible 100%
20 presumed for the maintenance of the property and legal compliance of the owner with applicable
21 housing laws.

22 17. Damages due to no useable/useful intercom. Packages not delivered, mail not delivered,
23 friends prevented from contacting me. Took off work once to make sure the Fed ex was received
24 at a money loss of \$21.00 per hour for 1.5 hours.
25

Page 3 of 10

JOHNSON V. HI POINT 1522, LLC, a corporation, et al. case 21STSC04819

EXH 46-004

09/01/2023

1 18. The bias and negligence of the Defs has caused my premises not to be in useful
2 condition, i.e. the intercom not working.

3
4 19. The intercom system connecting the front door to each unit was authorized by the city
5 government CFO in 1973. In 2015, the city again authorized installation of the new intercom
6 system but the owner failed to install one in unit 9 (my unit). See exhibit 1, pages 1-2 for a true
7 and correct picture. Also, see Exhibit 2, pages 3-4.

8 20. Maintenance crew has been on the site numerous times since June 2021 but have not
9 provided the requested housing services. I have suffered money damages because my contacts
10 with the owner and Defs by email, post card, US mail, Fed ex, facsimile, cost money and office
11 supplies. See email dated Feb. 1, 2022 at Exh 6, pls. 14-18 a true and correct copy asking for
12 repairs and parking.

13 21. The actions stated herein of PPM are because they are racist towards me as a Black male.
14 (Source: Unruh Act) .

15 22. The actions stated herein of HiPoint1522 are because they are racist towards me as a
16 Black male. (Source: Unruh Act)

17 23. Def employee Cynthia Reynosa on May 12 talked with me about settling these actions for
18 \$21,000+. I was agreeable but the Defs never gave me the agreement to sign. Under those
19 circumstances, Defs should not object to judgment in my favor. (Source: recalled via email May
20 12, 2021 at 4:45 pm to Defs)

21 24. After the May 2021 court hearing, (previous case 19STSC14394) I continued to pay rent
22 and pay rent for housing as well as housing services maintenance and tandem parking. My rent
23 receipts June thru December 2021 show that my rent was accepted and cashed by the owner for
24 the maintenance of the intercom and payment of tandem parking stall. These rent payments
25 prove that I was damaged because I have not received the service I paid for. The repairs thus
have a monetary value included in the rent, and the parking has a monetary value included in the

Page 4 of 10

JOHNSON V. HI POINT 1522, LLC, a corporation, et al. case 21STSC04819

EXH 46-005


09/01/2023

1 rent. Denial of these housing services is money damages. Exhibit 4 pgs 7-9 show true and correct
2 copies of the rent payments.

3
4 25. On November 4, 2021, I signed a "Notice of Change in Terms of Tenancy" previously
5 given to me by the owner. See exhibit 5, pgs. 10. This means the owner says I am entitled to be
6 assigned a tandem parking stall. This was signed after the May 2021 decision, thus the form
7 represents new evidence that could not be heard by the previous court. So far I have not been
8 assigned a tandem parking stall at a money loss of between \$50-200 per month. (Source: city
LAMC rent stabilization)

9
10 26. As of today's date, I am without a working intercom. While my unit number appears on
11 the outside in public view, in my apartment the unit does not work. See Exh. 2, pgs. 3-4 picture
12 of intercom inside of unit and a replacement part (taped to wall for illustration) I purchased for
13 about \$22.00. These are money damages. The Defs have refused to respond to my requests that
14 they install the intercom. In May 2021 the Defs claimed in over six years they were not able to
find a replacement intercom. I found the replacement intercom on Amazon.

15 27. The small claims court can grant equitable relief and specific performance, as requested
16 in the complaint. CCP section 116.220(b).

17 
18
19 28. Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point
20 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd
21 Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe. The property
22 management company for this site is Power Property Management which is at the same address
23 as the other 1522 Hi Point LLC entities above. (Source: CA Secretary of State).

24 29. Employees of Defs I have had contact with but no resolution: Hi Point 1522 LLC, Power
25 Property Management, Liliana Morales (PPM), Thomas Khammar, Brent Parsons, Liliana

Page

5 of 10

JOHNSON V. HI POINT 1522, LLC, a corporation, et al. case 21STSC04819

EXH. 46-006

09/01/2023

1 Morales, Jacqueline Gallardo, Jennifer Cleveland, Renee Henderson, Giovanni Dubon,
2 Kassandra Harris, Kristopher Gordon, Jason Ortegon.

3
4 30. In Dec 2015, the county Health Department ordered the intercom repaired, replaced, or
5 removed. The owner refused to comply. See Exh 5, pgs. 12-13 for a true and correct copy from
6 LA County.

7 31. In the May 2021 heard action, no form was ever filed and served by Defs authorizing
8 PPM to appear on behalf of Hi Point Apts LLC.

9 32. From the May 2021 hearing, the court dismissed the case against PPM "without
10 prejudice" which presumably would include their employer/agent, if any. (Privity).

11 33. From the May 2021 hearing, PPM claimed the same argument as now in its alleged cross
12 complaint that was never signed by PPM or its employees. The court dismissed the cross
13 complaint of PPM 7/2/21. See Exh. 8, pgs. 21-22 for a true and correct copy.

14 34. The parking lot with 27 parking stalls (for 18 apartments) was authorized by the city in
15 1973. In 2015, the city authorized the installation of an electric security gate for the parking lot.
16 The Plf was ordered to pay extra rent fees of about \$17.00 per month for the new intercom and
17 parking gate for five years (2015-2020). See picture of parking lot at Exh 3 pgs. 5-6.

18 35. Defs have numerous times been accused of allowing illegal home sharing on the property,
19 such activity that interferes with my right to peaceful enjoyment.

20 36. The refusal by Refs to repair the intercom and provide tandem parking interferes with my
21 peaceful enjoyment of the property.

22 37. Actions of the Defs are fraud, oppression, or malice entitling me to an award of money
23 damages per the complaint.

24 38. My rental agreement says I can face eviction if I do not report housing service issues.
25

Page

6 OF 10

JOHNSON V. HI POINT 1522, LLC, a corporation, et al. case 21STSC04819

EXH 46-007

09/01/2023

1 39. The conduct of the Defs indicate that they feel I am not entitled to housing services
2 because I am Black. (Source: Unruh Act).

3 40. Damages. Every time I contact the Defs and get no response, it costs me money damages:
4 copy paper, internet, toner, envelopes, post cards, etc.
5

6 41. There is currently a rent agreement between myself and HiPoint1522 and managed by
7 PPM. These continuing performance obligations give me the legal right to seek redress of my
8 grievances if the contractual obligations are breached.

9 42. The previous court in its ruling split Hi Point Apts LLC away from PPM. In do so, it can
10 be presumed that the court was under California law holding PPM jointly as well as severally
11 liable.

12 43. The law only gives the landlord 35 days as "reasonable" to rectify a housing issue. Since
13 2019 at least, the landlord has not found an intercom part, now over two years. Plf. bought the
14 intercom part and would like to be reimbursed. In the previous units where 15 intercoms were
15 replaced, I witnessed the time period for replacement was no more than two months each
16 between 2015-2019.

17 44. The actions of the Defs are intractable, tortious, and racist, and are the cause of the
18 damages to me.

19 45. The Def PPM has not served and filed any authorization with the court to appear on
20 behalf of Def Hi Point 1522 LLC per form SC-109.

21
22
23 46. The current complaint represents new evidence that could not be included in the previous
24 complaint case 19STSC14394. For example, nuisance, harass, CCP 527.6, 1942.4, 1940.2
25 LAMC 45.30, and CCP 1714, because the facts surrounding them, are only alleged in the current
complaint. The parking ticket money damages could not be mentioned before May 2021 because

Page

7 OF 10

JOHNSON V. HI POINT 1522, LLC, a corporation, et al. case 21STSC04819

EXH. 46-008

09/01/2023

1 the ticket money damages did not occur until June 2021. See Exh. 7, pgs. 19-20 for a true and
2 correct copy.

3
4 47. The previous court decision 7/2/21 did not adjudicate the issue of specific performance.
5 (Source: case 19STSC14394).

6 48. The actions alleged in the previous complaint occurred before May 2021, or if you go by
7 the date of the complaint, 12/23/19. The newest complaint includes continuing money damages
8 that occurred between June 2021 and December 2021, such dates of damages that could not have
9 been included in the previous complaint.

10 49. On the 1st of every month, my rent agreement is renewed. The payment of rent represents
11 continuing obligations and performance on the part of both parties. The current small claims
12 action represents continuing wrongs by the Defs.

13 50. The racial bias and neglect of the Defs is what I have to endure in order to attempt to get
14 housing services.

15 51. Courts have the authority to deduct the amount of damaged rent from the cost of rent
16 when undamaged, or the court can use percentage diminution to establish a time period over
17 which the defects have existed, i.e. the non-working intercom.

18 52. Are the Defs aware of any laws that would entitle a tenant to monetary damages because
19 of a landlord's actions? They should be aware because they are obligated to provide fair housing.
20 Example: the Unruh Act which includes the award of money damages. (Source Google: Both
21 Sections 52 and 54.3 of the Civil Code provide for awards of up to three times actual damages
22 for violations of the Unruh Act and CDPA (respectively). Both sections also provide for
23 minimum statutory damages of \$1,000 for a violation of the CDPA and \$4,000 for a violation of
24 the Unruh Act.)

25 ///

Page

8 of 10

JOHNSON V. HI POINT 1522, LLC, a corporation, et al. case 21STSC04819

EXH. 46-009

09/01/2023

09/01/2023

1 53. The intercom and the secured parking lot are for purposes of health and safety. If a Black
2 tenant like myself cannot complain about health and safety without being retaliated against, then
3 there is no health and safety for any tenant.

4 54. Is it the position of the Defs that they will continue to disregard every local and state law
5 regarding my tenant rights to fair housing and full and equal housing services and privileges?
6

7 55. My rent combined is about \$1500 per month. Since June 2021, this unit's two tenants
8 paid \$1500 x 9 months = \$13,500. Is that not enough money for the owner to repair/replace the
9 intercom and provide a tandem parking stall?

10 56. Even if the court was to dismiss PPM from this case, there would still leave Def Hi Point
11 1522 LLC, which would presumably still have a privy relationship with the Def PPM.
12 Dismissing PPM, or dismissing the case with prejudice, would not serve any purpose. The issue
13 of continuing damages/ obligations/ performance will still exist as long as the rent agreement
14 exists.

15 57. Defs actions are outrageous, unreasonable, bad faith, and intentional to cause harm,
16 entitling me to damages based on the local and state laws quoted in the complaint.

17 58. What race do I have to be to get a working intercom? What race do I have to be to get a
18 tandem parking stall?

19 59. Is it the position of the Defs that they will continue to take my rent monies as Black
20 American tenant and that they will not provide intercom maintenance and not provide available
21 paid for tandem parking?

22 60. I have tried to negotiate with the Defs but 99% of my communications to them on the
23 intercom and parking have met with no response. As part of a settlement, I have let them know
24 that IMO on the 1st when my rent is accepted, it starts anew the obligations of the rent
25 agreement. If I miss mail or a delivery or PCH sweepstakes because of the useless intercom, that

Page

9 of 10

JOHNSON V. HI POINT 1522, LLC, a corporation, et al. case 21STSC04819

EXA. 46-010

1 can be a justification to seek damages such damages occurring monthly. If I get a street sweeping
2 ticket because I was not allowed to park in the building secured parking lot or I have to get extra
3 gasoline or I have to get extra wax jobs to the car, those could all be money damages caused by
4 denial of the tandem parking.

5 61. Other than racial discrimination and retaliation, and after receiving my monthly rent
6 payments July-December 2021, what is the reason defs feel I am not entitled to replacement of
7 the intercom?

8 62. Other than racial discrimination and retaliation, and after receiving my monthly rent
9 payments July-December 2021, what is the reason defs feels I am not entitled to assignment to a
10 tandem parking stall?

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct.

13
14 FEB. 5, 2022.
15 



GEARY J. JOHNSON

SC-112A

Proof of Service by Mail

Case Number:
21STSC04819

See instructions on other side.

This form is attached to the document checked in (2) below.

1 Server's information

Name: ERIC BECKWITHPhone: 3238073099Street or mailing address: 1522 HI POINT ST 9City: LOS ANGELESState: CA Zip Code: 90035☐ Check here if you are a registered process server, and write:

County where registered: _____

Registration #: _____

2 Form or document served

- a. ☐ Form SC-105, Request for Court Order and Answer
 b. ☐ Form SC-109, Authorization to Appear
 c. ☐ Form SC-114, Request to Amend Claim Before Hearing
 d. ☐ Form SC-133, Judgment Debtor's Statement of Assets
 e. ☐ Form SC-150, Request to Postpone Trial
 f. ☐ Form SC-221, Response to Request to Make Payments
 g. ☒ Other document allowed to be served by mail (specify):

☐ Check here if there is not enough space below to list the document served. List the document on a separate page, and write "SC-112A, Item 2" at the top.ANSWER BY PLAINTIFF TO DEFENDANT FILED FEB 2 FORM SC-105. WITH DECLARATION AND EXHIBITSTOTAL PGS.11 + 2 + 22 = 35 + 1 = 36

3 Server's declaration

- a. I am 18 or older. I am not a party to this small claims case. I live or work in the county where I did the mailing described below.
 b. I placed copies of the document checked in (2) and an unsigned copy of this page in a sealed envelope, addressed as follows:
☐ Check here if there is not enough space below to list all parties served. List their names and addresses on a separate page, and write "SC-112A, Item 3" at the top.


Name of party served	Mailing address on the envelope
HI POINT 1522, LLC	THOMAS KHAMMAR 8885 VENICE BLVD #205 Los Angeles CA 90034
POWER PROPERTY	
MANAGEMENT, INC.	BRENT PARSONS 8885 VENICE BLVD #205 Los Angeles CA 90034

- c. On (date of mailing): 02/05/2022, I placed each envelope in the mail, with postage paid, at (city and state of mailing): LOS ANGELES, CALIFORNIA

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: 02/05/2022ERIC BECKWITH

Type or print server's name


 Server signs here

09/01/2023

Exhibit 47

LAHD CE27145!**New code violation complaint filed**

From: G Johnson (tainmount@sbcglobal.net)

To: tainmount@sbcglobal.net; hcidla.rso.central@lacity.org; hcidla.reap@lacity.org; mayor.helpdesk@lacity.org; controller.galperin@lacity.org; gilbert.cedillo@lacity.org; councilmember.krekorian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; paul.koretz@lacity.org; councilmember.martinez@lacity.org; councilmember.rodriquez@lacity.org; councilmember.price@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.bonin@lacity.org; councilmember.lee@lacity.org; councilmember.ofarrell@lacity.org; councilmember.kevindeleon@lacity.org; councilmember.buscaino@lacity.org; info@housingrightscenter.org; contact.center@dfeh.ca.gov; jivar.afshar@lacity.org; fred.wong@lacity.org; lisa.yancey@lacity.org; joe.velasquez@lacity.org; bruce.todd@lacity.org; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; cynthia@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; frontend@powerpropertygrp.com; thomas@powerpropertygrp.com; councilmember.harris-dawson@lacity.org

Date: Thursday, July 28, 2022 at 12:37 PM PDT

Thomas Khammar, agent of service for Hi Point 1522 LLC
Brent Parsons, agent of service for Power Property Management, Inc.
City government of Los Angeles Housing and REAP departments

This email represents continuing damages, proposed petition for writ of mandate, proposed court lien against the property.

The intercom still has not been repaired at this location unit 9. We have still not been provided with the requested and paid for tandem parking. I notice some tenants have been provided with central HVAC air conditioning while such housing privilege has not been offered to unit 9, as in housing discrimination. There is also illegal criminal home sharing at this property.

The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC which is 8885 Venice Blvd Los Angeles 90034.

"A recent brief call from Richard Brinson did not resolve the issues and the issues remain. I am not sure of Brinson's position because on the phone he was a raving lunatic, unintelligible, and kept complaining about me calling his decision racist, at which point he hung up the phone. This type of retaliation by a government official is outrageous and unlawful."

Due to the un-repaired intercom system, lack of parking for two vehicles (or tandem parking), and the refusal to respond of city employees as well as property owner, a new code violation complaint has been filed, city number 825343, five pages, regarding unit 9.

EXH. 47-001

09/01/2023

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

This property is being advertised by

SKYLIGHT RESIDENTIAL LLC

Company Number 202105710842 **Status** Active

Incorporation Date
22 February 2021 (about 1 year ago)

Jurisdiction
California (US)

Agent Name
NORTHWEST REGISTERED AGENT, INC

Directors / Officers
JASON S SHENITZER
MICHAEL D ASPINWALL
NORTHWEST REGISTERED AGENT, INC, agent

Registry Page
<https://businesssearch.sos.ca.gov/CBS...>

Abigail Vosper
Nishila Sabharwal

09/01/2023

EXH, 47-002

09/01/2023

Exhibit 48

LAHD CE 273 371

LAHD Case number CE271455

From: G Johnson (tainmount@sbcglobal.net)

To: lahd.rso.central@lacity.org

Date: Monday, September 5, 2022 at 02:20 PM PDT

LAHD Enforcement
1910 Sunset Blvd Ste 300
Los Angeles, CA 90026
Investigator: Vi Dang

Dear LAHD:

I was out of town a few days so not able to respond right away to your letter on this matter. Your letter was postmarked August 25 and received by me August 30, 2022. Please accept this as a timely response.

You **requested** rental agreement, proof of rent for 3 months, and documents related to reduction of services and harassment, as well as applicable court documents, and notices from government agencies.

I recognize the breach of the rental agreement statute of limitations is four years and the statute of limitations on personal injury is three years.

As regards court documents, I do not have any documents that indicate any court has decided on the merits of reduction of services and harassment alleged herein.

I do note that I think from the LAHD standpoint and reduction of services: to the extent that the LAHD and REAP departments can order the restoration of services, I think this can be done rather quickly because where the parking is concerned, the owner has admitted recently that tenants unit 9 are entitled to a tandem parking stall but not indicated which stall; (the owner could also extend the striping); as regards the intercom, the owner has shown his obligation to repair or replace saying that he needs to rewire the entire building; I note that the wiring for the intercom runs down the hallway and the breaker box is in the hallway and the wiring from the previous intercom system is still in the hallway wall. I also note that years ago code violation employee Richard Brinson said the city does not have jurisdiction over an intercom system, but recently Brinson said to me that the city government DOES have jurisdiction over the intercom. These are easy and quick solutions in my opinion that would not take more than a few hours.

The current owner of the property as of August 2021 is Hi Point 1522, LLC, not to be confused with the previous owner, Hi Point Apts LLC (Walter Barratt).

I attach the 2015 email from the **County Department of Public Health (Chen)** ordering the repair of the intercom. The repairs were never done.

EXH 48-001

09/01/2023

I submit as PDF's the following documents with the assigned LAHD case number on the documents:

ATTACHMENT TO LOS ANGELES HOUSING RSO COMPLAINT (August 15, 2022)
2015-12-11 Email from Chen re Intercom
LAHD CE271455 Redacted Rental agreement 1522 No 9

LAHD CE271455 case Email Code Complaint 2022-7-28
LAHD Case CE271455 Email Amended Overview Parking 2021-5-19
LAHD CE271455 Revised Email on SC Hearing 2022-5-15

LAHD CE271455 Rent Total Paid Sept 2022

Cancelled Rent May to Sept 2022 (minus checks of 2nd tenant)

(Picture) Parking stall #8 in 2014 and still appears the same today.
You can see stall 8 is only for one car, unless the lines are extended

2022-9-5 "Email Continuing Violations" (of the city Rent Stabilization and Harassment Ordinance - LAHD case CE271455) (to property owner)

Thank you.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099



2022-9-5 Attachment to RSO complaint CE271455.pdf
80.3kB



Case CE271455 2015-12-11 Email from Chen re Intercom.pdf
99.2kB



LAHD CE271455 Redacted Rental agreement 1522 No 9.pdf
8.3MB



LAHD CE271455 Revised Email on SC Hearing 2022-5-15 .pdf
282.7kB



LAHD Case CE271455 Email Amended Overview Parking 2021-5-19 .pdf
125.9kB



LAHD CE271455 case Email Code Complaint 2022-7-28.pdf
149.9kB



LAHD CE271455 Rent Total Paid Sept 2022.pdf
441.1kB

EXH 48-002

09/01/2023



Cancelled Rent May to Sept 2022 minus 2nd tenant.pdf
2.5MB



LA Case CE271445 Tenant #9 Parked in Stall 8 on 2014-12-18 .jpeg
1.6MB



2022-9-5 Email Continuing Violations.pdf
399.2kB

09/01/2023

EXH. 48-003

09/01/2023

Exhibit 49

LAHD CE271455

Re: Your letter re Satellite Dish - (Harassment Under City Ordinance 187109) (Breach of the rental agreement by the owner)

From: G Johnson (tainmount@sbcglobal.net)

To: 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; highpoint1522@gmail.com; nisi@powerpropertygrp.com; megan@boldpartnersre.com

Cc: gilbert.cedillo@lacity.org; debby.kim@lacity.org; paul.krekorian@lacity.org; karo.torossian@lacity.org; bob.blumenfield@lacity.org; lisa.hansen@lacity.org; councilmember.raman@lacity.org; andrea.conant@lacity.org; paul.koretz@lacity.org; joan.pelico@lacity.org; nury.martinez@lacity.org; alexis.wesson@lacity.org; mrodriguez@lacity.org; christine.jerian@lacity.org; solomon.rivera@lacity.org; curtis.earnest@lacity.org; councilmember.price@lacity.org; mike.bonin@lacity.org; krista.kline@lacity.org; councilmember.lee@lacity.org; hannah.lee@lacity.org; councilmember.ofarrell@lacity.org; jeanne.min@lacity.org; kevin.deleon@lacity.org; jennifer.barraza@lacity.org; joe.buscaino@lacity.org; jenny.chavez@lacity.org; heather.hutt@lacity.org; kimani.black@lacity.org; mandy.morales@lacity.org; erika.pulst@lacity.org; sharon.gin@lacity.org; sharon.tso@lacity.org; admin@cd10voices.com

Date: Thursday, September 8, 2022 at 01:22 PM PDT

"James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church."

"(Re Emmett Till). Several nights after the incident in the store, Bryant's husband Roy and his half-brother J.W. Milam were armed when they went to Till's great-uncle's house and abducted Emmett. They took him away and beat and mutilated him, before shooting him in the head and sinking his body in the Tallahatchie River. Three days later, Till's body was discovered and retrieved from the river."

"There was some kind of scuffle two hundred yards down the street, again strangely noiseless, and a huddled knot of men opened up to reveal two brawlers being separated and pulled away from their fight. What I saw next gave me a fright: in the farther distance, beyond the listless crowd, the body of a lynched man dangling from a tree. The body was slender, dressed from head to toe in black, reflecting no light. It soon resolved itself, however, into a less ominous thing: dark canvas sheeting on a construction scaffold, twirling in the wind."

— Teju Cole, Open City

Dear Hi Point 1522 LLC et al:

There has been no response from you as to the non-working intercom system in unit 9, and the request for tandem parking. Besides Ku Klux Klan racism on your part, what is your reason for the lack of response? Below I list many of my email communications since August 2021 on these issues, to show that I have made you aware. (This does not include faxes, post cards, and other forms of communications).

EXH 49-001

09/01/2023

There is an abandoned vehicle at parking stall #4. It has been there in the same shape since before 2014. Of course the tenant is white and that is the white privilege afforded to him as a white tenant, courtesy of the biased Power Property management Inc. Nisi Walton, where the white tenant is not subjected to the racist, murderous* conduct for having storage or misc items on the property (abandoned vehicle).

The owner has installed in some units (presumably without city permits) mini-ductless air conditioning units but has not offered such housing service to unit 9 tenants as Black Americans; we have also not been offered the keyless door entry system some tenants have, another discriminatory act prohibited by the state Unruh Act.

I have received your letter dated 9/7/22 "Re: Satellite Dish/Storage/Misc Items". (attached).

I am mystified for numerous reasons:

- * You claim there are satellite dishes on the property. Unless you will supply a picture or more specific info, I am not aware of any satellite dishes, or where they are located or how to get to them.
- * You allege that the dishes are our equipment, but you provide no proof of that such as any satellite dish agreement. Perhaps you are speaking of satellite dishes that were there before we moved into this building.
- * You allege you will "charge (us) for the removal" but you do not cite any specific authority in the rent agreement for you to do so.
- * You refer to the FCC and State of California guidelines but you seem to be too ignorant to provide a copy of those guidelines or any section thereof.
- * You allege attaching a Satellite Dish Addendum, but none is attached.
- * You also have not quoted any specific section of the rent agreement which says we have to remove such equipment or have to reimburse you for such removal, nor do you mention any rent stabilization rules which entitled you to treat us tenants in such a harassing manner.
- * You also have not provided any evidence that the previous owner did not agree (prior agreement with the owner previous to Hi Point Apts LLC) which very well may have permitted tenants to install a satellite system. I have seen past workers removed what looked like satellite disks and tenants were not charged for the removal.
- * You maintain we must have the alleged satellite disk removed. As ignorant as ever, you are ignoring the fact the rent agreement does not allow us to make any repairs or alterations to the property unless we get the owner permission and use the owner's repair personnel; thus we are not allowed to remove any alleged satellite disk nor does the rent agreement say we will be held financially liable for such removal. In this instance, your harassing letter violates the rent agreement.

Geary Juan Johnson
1522 Hi Point St 9

EXH 49-002

09/01/2023

Los Angeles CA 90035

Phone 323-807-3099

Reference:

Letter to the Editor Published by Random Lengths News- published September 1, 2022, page 9

What a financial waste to mail out election ballots to about six million registered voters and get a 30% return. RLN Aug. 18: "Which Way LA". Backwards or Forwards". Has either candidate for Mayor attended a council meeting in the three years before the start of their campaign?

Los Angeles government is at a standstill, spinning its wheels and the Public sees the shell game. This city and its politicians face: government sponsored systemic pattern and practice housing discrimination; racist millionaire landlords; the need for criminal penalties for violating the tenant anti-harassment ordinance and the home sharing ordinance; racist and unethical practices of the planning, zoning, rent control, city clerk, neighborhood empowerment, and code enforcement departments; anti-diversity gentrification that is ridding this city of the middle, affordable, and low income residents; the need for a moratorium on market rate apartments; the need for an election nominating process that is strictly online; election and contribution limits capped at \$5,000 per candidate; the dollars, unaccountable to the public, spent by the Metro and the Mayor's Fund; denial of constitutional rights; the need for more training of Police on civil rights and the state Unruh Act; the need for housing that is "full and equal accommodations, advantages, facilities, privileges or services of every kind" (CC 51); slavery reparations to Black citizens; a solution for increased traffic and parking congestion.

That is what I think about when I realize we face the election of the lesser of two evils for Mayor.

REFERENCE:

Property owner is located at Hi Point 1522 . LLC; 520 Pacific Street #5, Santa Monica CA 90405. Email: meghan@boldpartnersre.com. Phone 818-219-1587. (As forwarded from Nisi Walton).

* REFERENCE: "Murderous" defined: barbaric, cruel, inhuman, punishing, killing, unpleasant, savage) (City Records Published at <https://recordsrequest.lacity.org/requests/22-8835>)

references:

Power Property Management

09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us

Brent Parsons at Power Property Management

brent@powerpropertygrp.com

Thomas Khammar at Power Property Management

thomas@powerpropertygrp.com

Kassandra Harris - resident manager at 1522 Hi Point St Apts 90035

highpoint1522@gmail.com

frontdesk@powerpropertygrp.com

frontdesk@powerpropertygrp.com

REFERENCE PAST EMAILS TO OWNER:

EXH 49-003

09/01/2023

2021-8-9 Email REAP Complaint New
2021-8-2 Email Power and City re CC 1954.pdf
2021-8-18 Email with new code complaint.pdf
2021-9-26 Email City and Power DFEH Complaint
2021-10-4 Email council on CPRA
2021-10-14 Email Power on Door Repair
2021-11-3 Email demand letter.pdf
2021-11-18 Email re Services and FBI
2021-11-13 Email owner and city with code complaint.pdf
2021-11-4 Email with parking request form.pdf
2021-12-17 Email on intercom and parking and crews onsite.pdf
2022-1-9 Email re Notices to Enter.pdf
(This list is indicative but not all inclusive)

Reference: Walter Barratt has claimed there are over 200 code violation complaints against this building. The history of deprivation of housing services at Hi Point Apts 1522 is mentioned in various published newspaper articles. The latest newspaper article reference on this subject was published July 22, 2021.



2022-9-7 PPM letter on satellite tv.pdf
271.8kB

09/01/2023

09/01/2023

Exhibit 50

CE 273 371**Docs for Case LAHD CE271455**

From: G Johnson (tainmount@sbcglobal.net)

To: lahd.rso.central@lacity.org

Date: Friday, September 9, 2022 at 10:20 AM PDT

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099



LAHd CE271455 PPM letter on satellite Dish Sept 7.pdf
304.9kB



LAHD CE271455 Email Respond to Satellite Dish Sept 8.pdf
261.8kB



LAHD CE 271455 Response from Khammar on Satellite.pdf
195.6kB

09/01/2023

EXH 50-001

09/01/2023

Exhibit 5/

CE 273 371

Ann Sewill, General Manager
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager
Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager

City of Los Angeles



Eric Garcetti, Mayor

Los Angeles Housing Department
1910 Sunset Blvd, Suite 300
Los Angeles, CA 90026

housing.lacity.org

Geary Juan Johnson
1522 S HI POINT ST, #9
Los Angeles, CA 90035

October 05, 2022

Notice of Case Closure

LAHD Case Number: CE271455

Complaint Address: 1522 S HI POINT ST, #9, , Los Angeles, CA 90035

Alleged Violation(s): Reduction of Services, Harassment

The Investigation and Enforcement Section of the Los Angeles Housing Department (LAHD) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

You submitted documents on the date you filed the complaint which the LAHD could not open. At this juncture, you failed to submit readable and additional documents that related to your reduction of housing services and harassment allegations) to initiate an investigation. You also failed to contact the Investigator to discuss your housing matter. Thus, an investigation was not conducted and the landlord was not contacted to discuss your housing matter. If you need future assistance, you may consider filing a new complaint by calling the LAHD at (866) 557-7368 (ON-LINE: lahd.lacity.org).

Should you have further questions regarding your case, please call Vi Dang at (213) 252-1436.

Cordially,



AGASSI TOPCHIAN, Manager
Investigation and Enforcement Section

09/01/2023

EXH 51-001

09/01/2023

Exhibit 52

Re: Re Your Racist Closure of LAHD case CE271455 - Referred to DFEH investigation of LAHD case 202201-15997931

From: LAHD RSO Docs (lahd.rsodocs@lacity.org)

To: tainmount@sbcglobal.net

Date: Wednesday, October 5, 2022 at 01:34 PM PDT

Your email has been received!

Unfortunately, this email is an automated message. Replies to this message are routed to an unmonitored mailbox.

For assistance, please contact the assigned Housing Investigator to your case. If you have general questions regarding the Rent Stabilization Ordinance (RSO) or other related programs, you can call our hotline at (866) 557-7368 or visit our website at housing.lacity.org.

For the latest information regarding the City of LA's COVID-19 Emergency Protections, please click [here](#).

We look forward to working with you.

Sign up for our electronic newsletter @ <https://housing.lacity.org/about-us/subscribe-to-newsletters>

09/01/2023

EXH. 52-001

09/01/2023

Exhibit 53

OCTOBER 6, 2022 - CE 273 371

ATTACHMENT TO LOS ANGELES HOUSING RSO COMPLAINT

redacted rent agreement
copy Anti-Harassment ordinance city
2021-5-19 email amended overview (re parking issues)
2022-5-15 revised email on SC hearing
2022-7-28 Email on Code Complaint and etc.

COMPLAINT FOR and NEW EVIDENCE NOT PREVIOUSLY HEARD BY LAHD

1. reduction in housing services
2. harassment
3. Illegal rent increase

Reduction in Services AND Illegal rent increase

Under my definition of "available" (free and able to do something at a particular time), maintenance to the intercom system was available at the inception of the tenancy. Maintenance to the intercom has been reduced to the point we have not received maintenance and the non-working intercom is still in the unit. The rent agreement and city RAC regulations state that housing services and repairs are "including but not limited to" thus the owner and city are prohibited from excluding the intercom system from maintenance. The owner installed a new intercom system in the building in 2015, yet did not repair or replace ours in unit 9, but the city granted the owner (capital improvements decision) that forced us to pay for the new intercom system for five years even though ours was not working.

Even though maintenance has been reduced from 100% because intercom is not repaired, and parking continues to be reduced and no effort by owner to restore the lost parking/tandem stall, no reduction in rent has been made, i.e illegal rent increase.

New evidence is that the current owner has said they are willing to repair the intercom system if the entire building is rewired. But the owner has made no effort to rewire the building.

Tandem Parking

Under my definition of "available" (free and able to do something at a particular time), tandem parking was available at the inception of the tenancy. From 2010-2014, tenants unit 9 were assigned to a two car tandem parking stall.

In 2014 the then owner moved us out of the tandem stall and assigned us to a single stall. At the time the owner said we could have a tandem stall for \$50 extra per month, IMO an illegal

rent increase. The new owner Hi Point 1522 LLC has available parking stalls but refuses to respond to my request for a stall and my desire to pay the \$50.

New evidence. Instead, the owner thru Thomas Khammar (Power Property Management) has said around May of this year that my unit already has a tandem parking stall and that current stall #8 is a tandem parking stall. Pictures and the CFO show that the stall 8 is a single car stall. I ask that the city enforce the fact the owner has said we are assigned to a tandem parking stall at no extra charge and that the city ascertain which stall by number is the tandem stall Khammar says we are assigned to. Since Khammar said that we already are assigned a tandem parking stall, then the issue of "availability" since inception of tenancy, has already been addressed by Khammar who says we already have the tandem parking stall, i.e. per the continuing monthly rent agreement. I have pictures of the single stall #8 and also pictures of the tandem parking stalls.

This complaint represents continuing damages.

Notes on Harassment

I excerpt the city harassment ordinance below. For the last year at least, the owner has harassed myself by not repairing the intercom, restricting repairman from making the repairs, and did "substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.", a violation of the city harassment ordinance. The owner and agents have engaged in acts or omissions which interferes with the tenant's right to use and enjoy the rental unit (harassment).

Other than recently saying the building needs to be rewired and that stall #8 is a tandem parking stall, the owner has omitted to rewire the building so we have a working intercom, and the owner has omitted to provide which is the tandem parking stall number we are assigned to, by his words.

Excerpts

Tenant Harassment shall be defined as a landlord's knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose, including, but not limited to, the following actions:

Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.

Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause,

are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.

A. A violation of any provision of this article is punishable as an infraction or misdemeanor.

B. A misdemeanor conviction under this article shall be punished by a fine of not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

C. It shall be a misdemeanor to attempt to interfere with the peaceful enjoyment, use, possession or occupancy of any premises by the lawful lessee or tenant of such premises either by threat, fraud, intimidation, coercion, duress, or by the maintenance or toleration of a public nuisance, or by cutting off heat, light, water, fuel or free communication by anyone by mail, telephone or otherwise, or by restricting trade or tradesmen from or to any such tenant. This subsection shall not apply to a duly authorized officer pursuant to the authority of legal process.



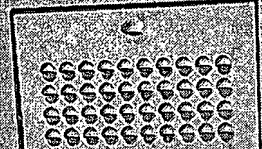
/s/GEARY J. JOHNSON/s/
1522 Hi Point St 9
Los Angeles CA 90035

323-807-3099

09/01/2023

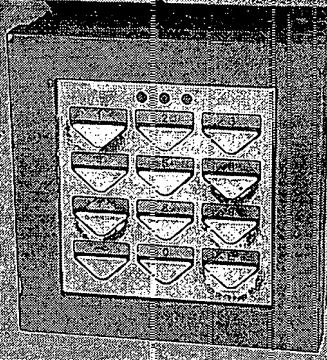
09/01/2023

Exhibit 54



1	4
2	5
3	6

7	13
8	14
9	15
10	16
11	17
12	18



LAHD CE271455

CIRCA
APRIL
2023

EXH 54-
001

09/01/2023

09/01/2023

Exhibit 55

LAHD Case CE273371

Please cease your retaliatory threats of physical violence - (DFEH/CRD case 202211-18897616)- Violation of the Unruh Act

From: G Johnson (tainmount@sbcglobal.net)

To: nisi@powerpropertygrp.com; francisco@powerpropertygrp.com; hcidla.rso.central@lacity.org; hcidla.reap@lacity.org; mayor.helpdesk@lacity.org; controller.galperin@lacity.org; gilbert.cedillo@lacity.org; councilmember.krekorian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; paul.koretz@lacity.org; councilmember.rodriquez@lacity.org; councilmember.price@lacity.org; councilmember.bonin@lacity.org; councilmember.lee@lacity.org; councilmember.ofarrell@lacity.org; councilmember.kevindeleon@lacity.org; councilmember.buscaino@lacity.org; info@housingrightscenter.org; contact.center@dfeh.ca.gov; jivar.afshar@lacity.org; fred.wong@lacity.org; lisa.yancey@lacity.org; joe.velasquez@lacity.org; bruce.todd@lacity.org; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; cynthia@powerpropertygrp.com; highpoint1522@gmail.com; frontdesk@powerpropertygrp.com; councilmember.harris-dawson@lacity.org; lahd.rso.central@lacity.org; brent@powerpropertygrp.com; thomas@powerpropertygrp.com; meghan@boldpartnersre.com

Cc: gavin@gavinnewsom.com; web-112-ca33@mail.house.gov; james.cortes@dfeh.ca.gov; andrew.dawson@sen.ca.gov; shou.committee@senate.ca.gov; senator.laird@senate.ca.gov; senator.chang@senate.ca.gov; senator.wolk@senate.ca.gov; 113-ca37kb.inbox@mail.house.gov

Date: Thursday, December 8, 2022 at 11:00 AM PST

LA Elect Mayor Karen Bass Told of Housing Racism

Property Owner Physically Threatens Black Tenants Who Engaged in Protected Activity

To: Hi Point 1522 LLC; 520 Pacific Street #5, Santa Monica CA 90405. Email: meghan@boldpartnersre.com. Phone 818-219-1587.

To: Power Property Management Inc.
8885 Venice Blvd Suite 205
Los Angeles CA 90034

To: Chief Michel Rey Moore
Los Angeles Police Department
100 W. 1st Street
Los Angeles CA 90012-4112
First Class Mail and Certified Mail 9407 1112 0620 3466 9568 44

Director FBI
10385 Vista Sorrento Pkwy
San Diego CA 92121-2703
First Class mail and Certified Mail 9407 1112 0620 3466 9561 89

EXH 55-001

09/01/2023

Director FBI
 11000 Wilshire Blvd Fl 17
 Los Angeles CA 90024-3672
 First Class Mail and Certified Mail 9407 1112 0620 3466 9560 59

FBI Director Christopher A. Wray
 FBI
 935 Pennsylvania Ave NW
 Washington, DC 20535-0001
 First class mail and Certified Mail 9407 0111 200620 3466 9564 43

"James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church."

3483. California Civil Code Every successive owner of property who neglects to abate a continuing nuisance upon or in the use of such property, created by a former owner, is liable therefor in the same manner as the one who first created it.

"For the last year at least, the owner has harassed myself by not repairing the intercom, restricting repairman from making the repairs, and did "substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.", a violation of the city harassment ordinance. The owner and agents have engaged in acts or omissions which interferes with the tenant's right to use and enjoy the rental unit (harassment)."
<https://wp.me/P57D2C-m>

A request for accommodation (intercom and extra parking) due to disability has been ignored by the owner.

Dear Hi Point 1522 LLC, Power Property Management, Liliana Morales (PPM), Ann Sewill, Director, Catherine Taylor-Gomez, Tricia Keane, Mike Feuer: KALEENA WILEY, Thomas Khammar, Brent Parsons, Liliana Morales, Jacqueline Gallardo, Jennifer Cleveland, Renee Henderson, Giovanni Dubon, Kassandra Harris, Kristopher Gordon, Jason Ortegon, Jade Beck, Liliana Morales, Twyla Rucker, Jeanette Conway, Alva Corado, Jacqueline Gallardo, Brent Parson, Julia Gran, Kaleena Wiley, Carmen Joseph, Kristofer Gordon, Justice Walker, Fidel Medino, Shireen Davis, Jamie Swisher, Daisy Moreno, Javier Guevara, Alva Corado, Miquel Mercado, Danielle Herron-Wilson, Julia Gran, Cynthia Reynosa, Cameron Morse, Chris Thrasher, Monika Bohana, Gina Purgave, Stephen Leider (Power Property Management Inc employees as seen on the internet). Thomas Khammar as agent for Hi Point 1522 LLC; Hi Point 1522 LLC, Meghan Hayner (COO):

The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above.

EXH 55-002

Power Property Management as quoted in court papers sued by a tenant who was an attorney

The question is, why didn't Power do the work in a timely manner.

That evening, Power sent plaintiff an email that sent a confusing message as to the status and repairs of the elevator.

(Power said) Tenants are not entitled to anything relating to the elevator.

Even if the property managers claim to have independently acted in good faith, which is untrue, the knowledge of the defendant is imputed to each property manager, and therefore, after the first purported mistake, subsequent mistakes would not be reasonable. This is true, especially due to Power being the third of three property managers who were committing the same wrongs.

Alleged, power obtained money through extortion from defendant on four occasions.

The defendant and Power, knew or must've known, the process would not being used in good faith, because Power was told by a former property manager it was wrong, and the defendant had actual and imputed knowledge, based on the actions of two previous property managers, who had essentially badgered plaintive with the same kind of wrongs.

Power then collected more funds, paid by plaintive under duress on the first day of the next month February. Power again deposit the funds by cash, and to check, even though they were clearly marked as paid under duress.

Power was wrongfully, submitting a tactic and bad faith to implement a raise of rent without following the proper procedure, but instead used a wrongful process to inflict pain and suffering and to cause stress on the plaintive.

Power was notified of certain significant problems with the elevator in the properties, call box (intercom) , as well as other lesser problems with the building. (Los Angeles Superior Court Case 19STCV18302. Nelson v. Fox Hills Drive. Filed May 26, 2019.)

There is an abandoned vehicle at parking stall #4. It has been there in the same shape since before 2014. Of course the tenant is white and that is the white privilege afforded to him as a white tenant, courtesy of the biased Power Property management Inc. Nisi Walton, where the white tenant is not subjected to the racist, murderous* conduct for having storage or misc items on the property (abandoned vehicle).

This shall be my further response to the email of Thomas Khammar of November 28, 2022 at 10:29:50 AM PST (see below copy):

I consider the email of Thomas Khammar to constitute a threat of physical violence against myself, my roommate, my friends, quests, relatives, delivery persons, and all those who support tenant rights. Power Property Management, Inc. and its employees, should not have a real estate broker license to make such threats.

Me and my kind (myself, my roommate, my friends, quests, relatives, delivery persons, and all those who support tenant rights) have the God given right to take efforts such as this email in order to protect our health and safety from the monstrous Power Property Management Inc.

My repeated code violation complaints, requests for housing services, discrimination complaints as stated herein are not frivolous, not without merit, and are for legitimate purposes. The rent agreement provides for maintenance and parking, thus proof my complaints are valid and not frivolous. The address property has 18 units and parking for 27 vehicles. In a court case, Walter Barratt previous owner, told the court I was not entitled to repairs or parking, violations of the rent agreement. However, under the current owner and yourself as management company, you (Khammar) told the court that the intercom repairs would be made when the building is rewired (IMO a fabrication on your part) and that tenants unit 9 already have a tandem parking stall (another fabrication since stall 8 is a single stall). In these court statements, you did not indicate that I was not "entitled" to such services nor does your statements to the court indicate my requests are frivolous or without merit. You have accepted rent payment for December 2022 which clearly indicates on the check that payment is made under duress and for repairs intercom and tandem parking. White tenants on this property have the privilege of parking and the privilege of a working intercom.

EXH. 55-003

09/01/2023

In response to my emails, you could have simply said that the intercom will be repaired within 30 days and the parking will be provided within 30 days, but instead you make threats of physical violence; this is not acceptable. Your real estate broker license and city business license do not authorize you to make physical threats, or act in a racist manner.

Under civil code section 1940.4, tenants are allowed to post political signs on their window or door under certain circumstances. I am certain you are not complaining/retaliating about such rights.

There is a sign on my car (see attached photo) that is protected activity. I don't imagine you are complaining about that? I am told by Google that such sign and others like it have gotten **over 1 million views** on the worldwide web and Google Maps, and I did not tell Google to circulate such photos worldwide. Are you mad at Google Maps? This is what the sign says:

*Power Property Mgmt. Inc
and Skylight Properties Deny housing services to Blacks
Google "Racism Hi Point Apts"
Says Walter Barratt*

Finally, please allow me fair and reasonable opportunity to respond to your attacks on my right to engage in protected activity. For every sentence, for every word of your email below Nov. 28, please specify who, what, when, why, where, dates and times, each act occurred and how was it brought to my immediate attention and what was my response. Names of tenants or others should be included. If I do not hear from you in a reasonable time, I will conclude that your claims are bogus and for purposes of further racism and retaliation. I remind you that complaints to government agencies are not considered harassment, and such complaints are protected activity.

This will be posted to the city clerk Public Records site and from there to the worldwide web.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

I am a Black Male American

Postage costs today please remit \$20.56 to cover damages.

Reference:

Power Property Management

09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us

Brent Parsons at Power Property Management

EXH 55-004

09/01/2023

brent@powerpropertygrp.com

Thomas Khammar at Power Property Management

thomas@powerpropertygrp.com

Kassandra Harris - resident manager at 1522 Hi Point St Apts 90035 highpoint1522@gmail.com

frontdesk@powerpropertygrp.com

[Below As told to Governor Gavin Newsom's DFEH/CRD and state employee James Cortez).

1. That Hi Point 1522 LLC and Power Property Management Inc. denied/aided or incited a denial of/discriminated or made a distinction that denied full and equal accommodations/advantages/facilities/privileges/ services to GEARY J. JOHNSON;

2. That a motivating reason for Hi Point 1522 LLC and Power Property Management Inc.'s conduct was GEARY J. JOHNSON's race, Black, and sex, male.

3. That GEARY J. JOHNSON was harmed; and

4. That Hi Point 1522 LLC and Power Property Management Inc.'s conduct was a substantial factor in causing GEARY J. JOHNSON's harm.

12/7/22, 12:42 PM AT&T Yahoo Mail - Re: Violation of tenant right to quiet enjoyment - Opportunity to Provide Housing Services- RSO complaint number CE 273371-CRD complaint 202201-15997931

Re: Violation of tenant right to quiet enjoyment - Opportunity to Provide Housing Services- RSO complaint number CE 273371-CRD complaint 202201-15997931

From: GJohnson(tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; megan@boldpartnersre.com

cc: hcidla.rso.central@lacity.org; hcidla.reap@lacity.org; mayor.helpdesk@lacity.org; controller.galperin@lacity.org; gilbert.cedillo@lacity.org; councilmember.krekorian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; paul.koretz@lacity.org; councilmember.martinez@lacity.org; councilmember.rodriquez@lacity.org; councilmember.price@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.bonin@lacity.org; councilmember.lee@lacity.org; councilmember.ofarrell@lacity.org; councilmember.kevindeleon@lacity.org; councilmember.buscaino@lacity.org; info@housingrightscenter.org; contact.center@dfeh.ca.gov; jivar.afshar@lacity.org; fred.wong@lacity.org; lisa.yancey@lacity.org; joe.velasquez@lacity.org; bruce.todd@lacity.org; councilmember.harris-dawson@lacity.org; lahd.rso.central@lacity.org; brent@powerpropertygrp.com; gavin@gavinnewsom.com; web-112-ca33@mail.house.gov; james.cortes@dfeh.ca.gov; andrew.dawson@sen.ca.gov; shou.committee@senate.ca.gov; senator.laird@senate.ca.gov; senator.chang@senate.ca.gov; senator.wolk@senate.ca.gov

Date: Wednesday, December 7, 2022 at 12:40 PM PST

Dear Power Property Management and property owner Meghan Hayner at Bold Partners:

Your email is vague and lacking in specificity as to make it unintelligible.

It is apparent that you and those aligned with you do not understand English. I am again asking you to repair the non-working intercom of which yourself and others said ---and you said to the courts---that we are entitled to repairs since you said the building needs to be rewired. You also

EXH-55-005

said in court that we are entitled to a tandem parking stall or parking for two cars because you told the Judge that we already have a tandem parking stall, which stall #8 is not a tandem parking stall. You have not raised any legitimate excuse for why our intercom is not repaired and why the parking for two cars has not been provided. The real reason why these housing services are not provided is because Power Property Management, Inc, and the property owner, and those aligned with you, are Racist, in violation of the state Unruh Act, and you are engaged in unlawful retaliation. Your email is evidence of the retaliation and can be used in evidence if you attempt an unlawful eviction of myself. Your email is an unlawful threat.

Your email is evidence of your retaliation that violates the local housing laws as well as state discrimination laws.

The courts have actually ruled on my favor on a number of occasions. In some instances where there was a "dismissal without prejudice", that means that the court did not rule on the merits of the case. In addition, a month to month rental agreement, when renewed by the payment of rent, renews the contractual agreement of the parties. You have no problem taking my rent money each month but refuse to provide the services requested.

You alleged that you, Brent, and Meghan, have not made "racist" statements, but you do not deny that your denial of housing services to me is indeed "racist".

about:blank

1/5

12/7/22, 12:42 PM AT&T Yahoo Mail - Re: Violation of tenant right to quiet enjoyment - Opportunity to Provide Housing Services- RSO complaint number CE 2...

I am only complying with my duties on the rent agreement to act in a reasonable and good faith manner and report the need for housing services, as the rent agreement authorizes me to do so. Maybe because of the country you come from, you do not recognize the legal rights of Americans.

You allege:

"You have made it your business to interfere with the rights of others to quiet enjoyment, to interfere with the ability of the lessor to rent units at the building, and, as I write above, to defame ownership and management. All of the rights of ownership and management with respect to your nuisance, your lies, and your defamatory false allegations are reserved. This is the only warning you will receive regarding these defaming lies."

Your allegations lack specificity as to what you feel has happened and what corrections you expect to be made. I have not received any complaints of any specific nature from any person or tenant. You remember that ownership made similar allegations in court on two occasions and the court refused to award the owner and PPM any damages. Remember?

Please detail how I have interfered with your ability to rent units, how I have defamed ownership and management, what are the nuisance, lies, and defamatory false statements you allege? These are similar allegations you made to the courts before for \$25,000 dollars in damages and \$10,000 in damages against me, and the court rejected you damages twice. Remember? Please provide the contact information and names of any persons who have complained and date, time, place when it was brought to my attention.

I can use this email chain and get this matter before the court in about two hours; will you have any objection?

EXH 55-006

The city clerk has published to the internet a number of documents about your illegal activities. Will you go after the city clerk also?

All rights reserved.

Geary Juan Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

A Black male American

c: Senator Karen Bass, city Mayor elect

On Monday, November 28, 2022 at 10:29:50 AM PST, Thomas Khammar <thomas@powerpropertygrp.com> wrote:

Dear Mr. Johnson:

I saw that you are at it again, deliberately spreading defaming lies.

For the record, your lies are both blatant and despicable; moreover, they are calculated and deliberate, with full knowledge of their falsity, and yet you go ahead and utter them anyhow to all and sundry.

Neither Brent nor I has ever made any such racist statements, nor would we ever do so.

about:blank 2/5

12/7/22, 12:42 PM AT&T Yahoo Mail - Re: Violation of tenant right to quiet enjoyment - Opportunity to Provide Housing Services- RSO complaint number CE 2...

You have made it your business to interfere with the rights of others to quiet enjoyment, to interfere with the ability of the lessor to rent units at the building, and, as I write above, to defame ownership and management.

You have lost every single small claims action on your meritless and, as the Court has found, wholly unfounded claims.

All of the rights of ownership and management with respect to your nuisance, your lies, and your defamatory false allegations are reserved. This is the only warning you will receive regarding these defaming lies.

Thomas Khammar

THOMAS Khammar | Managing Partner

property management | leasing | capital improvement | investments

powerpropertymanagement.com

Phone: 310-593-3955 x23

Address | Mailing Address: PO Box 472 Culver City, CA 90232 DRE#01443898

CONFIDENTIALITY NOTICE and DISCLAIMER: This email message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately. Nothing in this communication should be interpreted as a digital or electronic signature that can be used to authenticate a contract or other legal document. The recipients are advised that the sender and Power Property Management are not qualified to provide, and have not been contracted to provide, legal, financial, or tax advice, and that any such advice regarding any investment by the recipients must be obtained from the recipients' attorney, accountant, or tax professional.

EXH 55-007

09/01/2023

On Thu, Nov 24, 2022 at 9:35 AM G Johnson <tainmount@sbcglobal.net> wrote:

At one point, Martinez called Bonin a "little bitch" and referred to his son as "*parece changuito*," or "like a monkey." Gov. Gavin Newsom called Martinez's resignation "the right move." "Again, these comments have no place in our state, or in our politics, and we must all model better behavior to live the values that so many of us fight every day to protect," he said in a statement. Brent Parsons and Thomas Khammar were heard to say they agree with the position of Martinez, that there are monkeys at 1522 Hi Point St Apts that are not entitled to housing services.

Dear Hi Point 1522 LLC, Power Property Management, Liliana Morales (PPM), Ann Sewill, Director, Catherine Taylor-Gomez, Tricia Keane, Mike Feuer: KALEENA WILEY, Thomas Khammar, Brent Parsons, Liliana Morales, Jacqueline Gallardo, Jennifer Cleveland, Renee Henderson, Giovanni Dubon, Kassandra Harris, Kristopher Gordon, Jason Ortegon:

The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers

Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above.

On Saturday, November 19, 2022, between the hours of 9 am - 12 noon, workers were here working on unit 18. It appears that due to monthly illegal home sharing rental of the unit(s), monthly the flooring has to be replaced. I remind you again that routine maintenance and repairs in this multifamily dwelling is only allowed Monday thru Friday between the hours of 8:30 am and 6:00 p.m. or check with city housing. Routine maintenance is not allowed at any time of Saturday or Sunday. I note that there was no attempt by maintenance to extend the striping to make parking stall #8 into a tandem stall and there was no attempt to repair or replace the non-working intercom in unit 9. The noise of repairs in unit 18 violates my right to quiet enjoyment, and did disturb my quiet enjoyment.

The curb in front of the building also needs repair, as reported numerous times to code enforcement.

"For the last year at least, the owner has harassed myself by not repairing the intercom, restricting repairman from making the repairs, and did "substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.", a violation of the city harassment ordinance. The owner and agents have engaged in acts or omissions which interferes with the tenant's right to use and enjoy the rental unit (harassment)." <https://wp.me/P57D2C-m>

New discrimination complaints have been filed against you regarding denial of housing services intercom repair and tandem parking at this address.

The CRD/DFEH case number is 202211-18897616.

Geary J. Johnson

1522 Hi Point St 9

EXH. 55-608

09/01/2023

Los Angeles CA 90035

Phone 323-807-3099 A Black male American

cc: **California Senate Housing Committee** Senator Scott D. Wiener (Chair) Senator Patricia C. Bates (Vice Chair) Senator Anna M. Caballero Senator Dave Cortese Senator Mike McGuire Senator Rosilicie Ochoa Bogh Senator Nancy Skinner Senator Thomas J. Umberg Senator Bob Wieckowski

REFERENCE:

Property owner is located at Hi Point 1522 LLC; 520 Pacific Street #5, Santa Monica CA 90405. Email: meghan@boldpartnersre.com. Phone 818-219-1587. (As forwarded from Nisi Walton).

about:blank 5/5



2022-12-8 Sign on Car.jpg
2.3MB

09/01/2023

EXH-SS-009

09/01/2023

Exhibit 56

LAHD Case number CE273371 re your December 13, 2022 letter - Repeated harassment by owner

From: G Johnson (tainmount@sbcglobal.net)

To: lahd.rso.central@lacity.org

Cc: mayor.helpdesk@lacity.org

Date: Thursday, December 15, 2022 at 12:31 PM PST

LAHD

1200 W 7th Street 9th floor

Los Angeles CA 90017

Facsimile 213-808-8816

or 213-808-8899

Mayor Karen R. Bass

Dear Investigator Vi Dang:

I have received your letter of December 13, 2022 addressed to property owner Hi Point 1522 LLC to Meghan Haynes. Your letter focuses on the city Harassment ordinance as it is mentioned in the LAHD case filed by me.

1. The state of California Unruh Act requires that all persons are entitled to full and equal housing services. At the inception of the tenancy, and this tenancy continues month to month, I was entitled to full and equal repairs. For the last six months, or more, I have been denied full and equal maintenance to the intercom system. The control box is on the outside of the building in public view and says unit "9" as well as the other 18 units by number. The correspondence intercom in my unit does not work. Repeated reports to the owner has not resulted in the repairs being made. The rent agreement indicates that I am entitled to repairs that are "included but not limited to" and only conditioned on me reporting the need for repairs to management and giving owner time to make the repairs. There are no other conditions in the rent agreement other than if the repair is to an item owned by the tenant or damaged by the tenant, which in this case does not apply. As regards the Unruh Act and denial of housing service maintenance, the owner has engaged in "activity prohibited by federal, state, or local anti-discrimination laws". A reduction in housing services is considered an illegal rent increase of there is no corresponding reduction in rent. What should be 100% full and unlimited repairs, has been reduced by the owner so that repairs does not include the intercom.

2. The state of California Unruh Act requires that all persons are entitled to full and equal housing services. At the inception of the tenancy, and this tenancy continues month to month, I was entitled to parking for two cars. Extra parking as well as tandem parking was available at the inception of the tenancy; I and roommate was assigned to tandem stall #14. This is verified by the Notice of Change in Terms of Tenancy, signed 11-4-21, where signed owner agent Cliff Renfrew proves that I was parked in stall 14 and asked to relocate to stall 8, a reduction in housing services without a corresponding rent decrease. The 11-4-21 document was forwarded to owner Hi Point 1522 LLC but has been ignored. As regards the Unruh Act and denial of housing service maintenance, the owner has engaged in "activity prohibited by federal, state, or local anti-discrimination laws" by not providing full and equal parking to those whites who have the privilege of tandem parking, and to those whites as home sharing guests, who have access to tandem parking, such access denied to myself. The owner has installed "guest parking stalls"

EXH 56-001

09/01/2023

such stall prohibited under local law where there is tandem parking stalls, and the owner has denied me any full access to use the guess stalls.

3. What is the requirement to receive a working intercom? What is the requirement to receive a tandem parking stall? There are 18 one bedrooms and 28 parking stall.

4. The CE273371 complaint is for illegal rent increase, reduction of services, and harassment.

5. The city LAHD enforcement section, has the authority to order the intercom repaired or replaced; the LAHD has the authority to order the assignment of a tandem parking stall to myself and roommate. We currently have a single car parking stall #8.

6. The rent checks, endorsed by the owner, clearly show that the monies are being paid for rent, parking tandem/2 cars, and intercom repair.

7. The owner of the property has previously to your letter been notified by email of this LAHD complaint.

8. "I remind you that recently on this matter that the owner's agent Thomas Khammar said that my roommate and I are entitled to maintenance to the intercom and entitled to the tandem/2 car secured parking, as part of the rental agreement and housing services provided." Exhibit to LAHD, email dated October 3, 2022.

9. On or around May 2022, Thomas Khammar said that we are entitled to a working intercom because he said in order for ours to work the building has to be re-wired. That IMO is not a legitimate reason. The wiring to my intercom is already in the wall; my unit is no more than 20 feet from the front door of the building where the control box is; the non-working intercom was previously capable of permitting talking to guests and opening the front building door for guests.

10. On or around May 2022, Thomas Khammar said that we are entitled to a tandem parking stall (2 cars) because he said that we already have a tandem parking stall. The LAHD has the authority to ascertain which tandem stall the owner wants us parked in and what is the stall number. The owner has refused to respond to the issue of when will the intercom be repaired and when will the tandem stall be assigned; the LAHD has the authority to order the services restored. To say we already have a tandem parking stall is not a legitimate reason because it is a false statement. It is a maintenance issue that the owner has the ability to extend the striping of stall 8 to make it a tandem stall, but the owner has not done so.

11. A new owner is liable for any nuisance conditions not abated by the previous owner, as the new owner is liable for any conditions connected to the rental agreement with a previous owner.

12. The documents below received by the LAHD by US priority mail on October 11, 2022:

2022-10-6 ATTACHMENT TO RSO 273 371.pdf

Account Rent Ledger for Unit 9 2010 to 2022

Cancelled rent checks (10 pages for one of two tenants)

LAHD CE 273 371 Email re USPS Mail Delay Oct 3

2022-10-5 Fax to LAHD

2022-10-5 Email LAHD on case closure.pdf

2022-9-9 Email docs to LAHD CE273 371

LAHD CE 273 371 PPM letter on satellite Dish Sept 7

LAHD CE 273371 Response from Khammar on Satellite

2022-9-6 Email LAHD complaint w Parking Form CE273371

LAHD CE 273 371 Email Respond to Satellite Dish Sept 8

Email to LAHD with COO for building Sept 5

COO and plot plan for 1522 Hi Point St showing single and tandem stalls

LAHD CE 273 371 Email w Docs to LAHD CE271455 Sept 5 (3 pages without attachments)

2022-9-5 Email LAHD with Pics Intercom.pdf

2022-7-28 Email to Owner, RSO, and Reap noting code violation complaint filed - 2 pages

2022-5-15. Email Revised Racism and Corruption - to owner, RSO, REAP - overview parking, intercom, and court hearing. Ten pages.

2021-11-4. Signed Notice of Change in Terms Tenancy proving reduction in services from two cars parking to parking for one car. Monthly rental agreement renewed 1st of month.

2021-5-19 Email to owner re parking issues - amended- 3 pages

2016-12-11. Email from County Health inspector ordering repair, replacement, or removal of intercom unit 9. The intercom in the unit 9 is still present and available.

2010. Redacted rent agreement indicating maintenance "including but not limited to". Intercom cannot be excluded from maintenance.

09/01/2023

EXH. 56-002

Note: The signed 11/4/21 document "Notice of Change in Terms of Tenancy" shows that tenant 9 was parking in stall 14, a tandem parking stall. The document shows that the owner under the threat of eviction, requested the tenant locate to stall 8, a single car stall. Cliff Renfrew was the management agent. As this document is forwarded to the current owner 11/4/21, it proves that on that date the housing secured parking, paid per rent checks, has been reduced from two cars to one car.

There may be other documents forwarded to LAHD by email.

Please accept as Exhibit the attached email chain from November 28- December 8 regarding threats by the owner: Email is titled:

"Please cease your retaliatory threats of physical violence - (DFEH/CRD case 202211-18897616)- Violation of the Unruh Act" and

**LA Elect Mayor Karen Bass Told of Housing Racism
Property Owner Physically Threatens Black Tenants Who Engaged in Protected Activity**

The December 4, 2022 email chain shows the threats made by the owner (Power Property Khammar) and the violations of the city harassment ordinance and harassment against me in exercise of my protected rights. The actions of the owner have caused me detriment and harm as the evidence proves.

Based on documents forwarded to the city Finance Department by Hi Point 1522 LLC, the owner is liable for all actions of Power Property Management Inc.

Under the harassment ordinance:

"Tenant Harassment shall be defined as a landlord's knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose, including, but not limited to, the following actions:

I believe the following sections of the Harassment Ordinance **SEC. 45.33. TENANT HARASSMENT.** shown by the evidence as being violated by the Hi Point 1522 LLC: #1, #2, #4, #6, #7, #8, #12, #13, #14, #16.

I do note here for informational purposes that the LAHD records department refuses to release to the public the unit numbers, rent amounts, names of tenants on the owner supplied rent registry. I note that the unit numbers, rent amounts, and names of some tenants are a matter of public record as they have been published to the internet by the city clerk office. The rent registry ordinance does not give the LAHD the authority to conceal the rent amounts and unit numbers nor conceal the name and address of the entity that supplied the rent registry.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099



LAHD Case CE273371 Dec. 8 Email to Mayor and PPM on threats.pdf
564.6kB

Exhibit 56-003

09/01/2023

09/01/2023

Exhibit 57

Racist closure of LAHD case CE273371 - Housing Services still denied - DFEH file 202201-15997931---Owner Found Liable for Illegal Harassment

From: G Johnson (tainmount@sbcglobal.net)

To: lahd.rso.central@lacity.org; mayor.helpdesk@lacity.org

Cc: megan@boldpartnersre.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; thomas@powerpropertygrp.com; frontdesk@powerpropertygrp.com; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; paul.koretz@lacity.org; councilmember.blumenfield@lacity.org; hcidla.reap@lacity.org; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; hcidla.rso.central@lacity.org; contactcd4@lacity.org; francisco.ortega@lacity.org; tiffany.prescott@hacla.org; lactd@lacity.org; controller.mejia@lacity.org; contact.lapdonline@gmail.com

Date: Thursday, December 29, 2022 at 09:11 AM PST

Dear Ann Sewill, Tricia Keane, Anna E. Ortega, Los Angeles Housing Department, Vi Dang, Agassi Topchian, Mayor Karen R. Bass:

1. I have received your notice of case closure dated December 28, 2022. I am forwarding by this letter a copy of such case closure to the property owner as well as city council members.
2. I did not receive any phone calls or letters from the LAHD Vi Dang, or anyone else, to discuss the documentation forwarded to your department.
3. Other than a warning letter dated December 13, 2022, sent to the owner by your department, it does not appear that your department had any discussion with the property owner either. Your decision therefore is arbitrary, capricious, and unjust in terms of not restoring the services requested or recognizing that there has been a reduction of services.
4. Your case closure is vague and lacking in specificity as to how you arrived at the statement "you did not substantiate a rent increase nor a reduction of housing services have occurred". I disagree with that position.
5. I ask for a thorough review of the file by the office of Mayor Karen Bass and I request a thorough review of the file by the city attorneys office for the LAHD overall failure based on my race, sex, and age to provide the housing services requested.
6. Please provide to me any appeal rights on this matter.
7. If there are no appeal rights, I plan to file for a court review under a Writ of Mandate. If you have any objections, let me know.
8. The documents and pictures supplied to the LAHD indicate the services provided at the inception of tenancy, and available at the inception of tenancy, to tenants unit 9, including myself as one of two Black males. I was provided with a tandem parking stall #14 in 2010 (inception of tenancy) and the rent agreement indicates parking for two vehicles. The change in terms of tenancy submitted by the owner and signed by me proves that we were assigned to stall #14 and asked to move to stall #8 (a single car stall). That is a reduction in parking and a condition assumed by the current owner of the property. In terms of the intercom and repairs, at the

EXA 57-001

09/01/2023

inception of the tenancy, we were entitled to unlimited maintenance per the rent agreement only conditioned upon reporting the need for repairs of items that are not my personal items or due to fault of mine. The unlimited repairs have been reduced to the point the intercom has not been repaired or replaced. Finally I gave you information, which has apparently been ignored, that the owner thru Thomas Khammar admitted in a court proceeding that I am entitled to a working intercom---he said that the building needs to be rewired--- and in the same court proceeding he said we are entitled to parking for two vehicles---"tandem parking"---because he made the statement, false, that we already have parking for two vehicles. If any LAHD employee was not racially biased against me, then they would not have issued the decision that services have not been reduced. The owner admitted it in the documentation.

9. The LAHD notice of case closure does seem to admit that the owner has engaged in unlawful harassment against me because of the denial of requested housing services.

10. I continue to pay an illegal rent because maintenance has been reduced from the entitled "unlimited" repairs, and the parking continues to be reduced from parking for two cars to parking for one car. For that I will be filing a a new LAHD complaint as the conditions and damages are continuing, under the continuing rent agreement.

11. Seems the LAHD has a lot of power to assure that tenants do not get fair housing services. Thousands of tenants across Los Angeles have working intercoms and parking for two cars. I question how does a Black tenant like myself get fair housing services in a city run by a Black woman Mayor like Karen Bass and is this the city pattern and practice we can expect under the Bass reign?

12. Thru this letter which will be forwarded to the Police Department, I ask that the Police pursue criminal penalties against the owner per the ordinance including but not limited to \$1000 for each offense.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

cc: city attorney Hydee Feldstein Soto

DFEH file 202201-15997931



2022-12-28 LAHD Closing CE273371.pdf
499.5kB

EXH 57-002

09/01/2023

09/01/2023

Exhibit 58

DECLARATION OF RALPH BELLAMY

I, Ralph Bellamy, declare as follows:

I know the following facts of my own personal knowledge, and if called upon as a witness, I could and would testify competently thereto.

Observation Report #2

Date: 5/17/2017

Time: 6:07pm

Location: 1522 Hi Point St., Apt# 9, Los Angeles, CA 90035

RE: Intercom at property located at 1522 Hi Point St. Apt #9, Los Angeles, CA 90035
I was able to test the intercom located outside by the front entryway door to the apartment building located at 1522 Hi Point St. The system at Apt #9 is out of order for the tenant to receive notification of visitors. There is a box inside the apartment unit that does not have any sign of functionality when the button on the outside unit is pressed.

I have estimated from my search online the cost and repair of a similar intercom would come to: \$40 for the unit and \$300 for the cost of labor.

Report Provided by Ralph Bellamy

Report Requested and paid by Geary Juan Johnson

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.



May 17, 2017
Ralph Bellamy
Ralph Bellamy (Consultant)
406A W 6th St #165
Los Angeles, CA 90014
(310) 867-9200

Charges \$100. Paid in Full \$100

Signed: Ralph Bellamy, Consultant

Ralph Bellamy Date: 5-17-17

Signed: Geary Juan Johnson

Geary Juan Johnson Date: 5/17/2017

09/01/2023

EXH-58-001

DECLARATION OF RALPH BELLAMY

I, Ralph Bellamy, declare as follows:

I know the following facts of my own personal knowledge, and if called upon as a witness, I could and would testify competently thereto.

Observation Report #2

Date: 5/17/2017

Time: 6:07pm

Location : 1522 Hi Point St., Apt# 9, Los Angeles, CA 90035

RE: Intercom at property located at 1522 Hi Point St. Apt #9, Los Angeles, CA 90035
I was able to test the intercom located outside by the front entryway door to the apartment building located at 1522 Hi Point St. The system at Apt #9 is out of order for the tenant to receive notification of visitors. There is a box inside the apartment unit that does not have any sign of functionality when the button on the outside unit is pressed.

I have estimated from my search online the cost and repair of a similar intercom would come to: \$40 for the unit and \$300 for the cost of labor.

Report Provided by Ralph Bellamy

Report Requested and paid by Geary Juan Johnson

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

May 17, 2017

Ralph Bellamy[Consultant]
406A W 6th St #165
Los Angeles, CA 90014
(310) 867-9200

Charges \$100. Paid in Full \$100

Signed: Ralph Bellamy, Consultant _____ Date: _____

Signed: Geary Juan Johnson _____ Date: _____

EXH-58-002

09/01/2023

09.01.2023

8-8-11
DARKNESS
STAGE 14



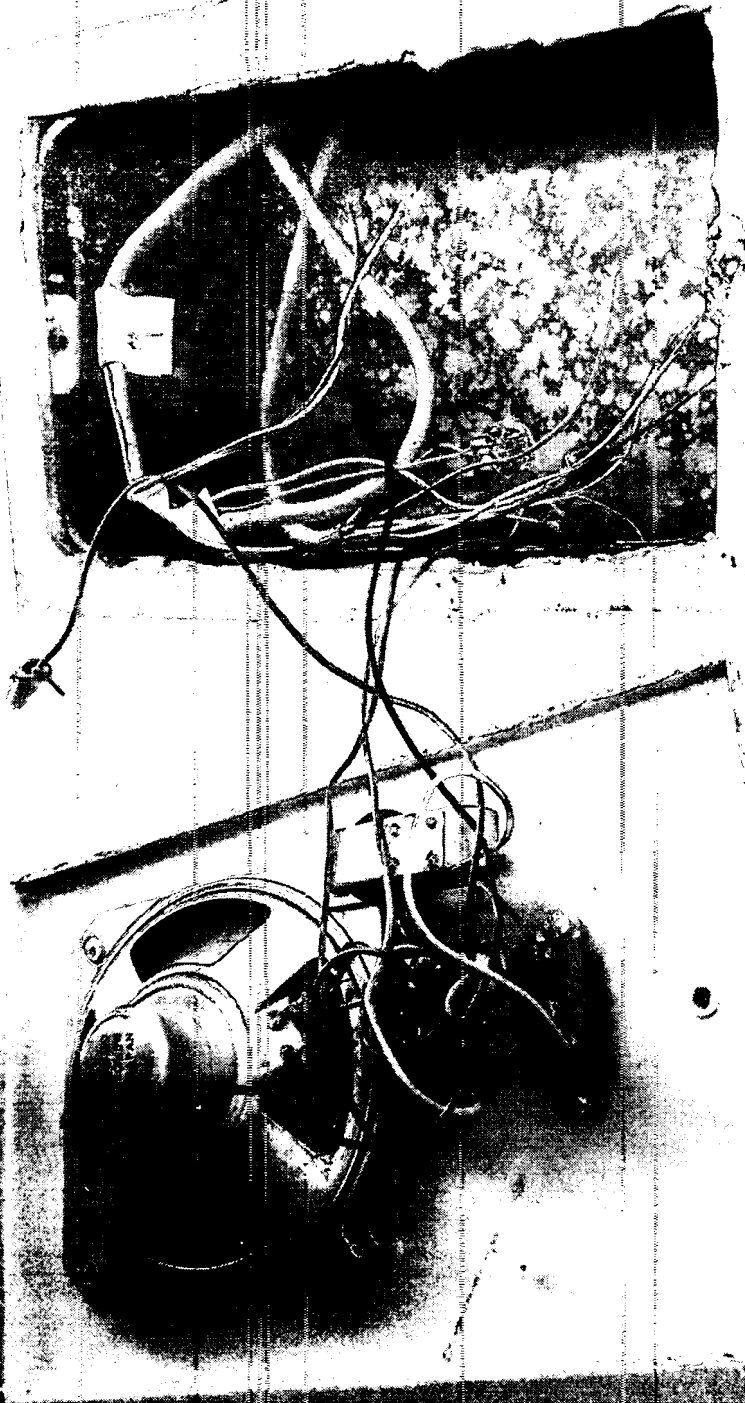
58-003



2013 at 1522 Hi Power
ANOTHER TENANT ASSIGNED
TO STALL 8

EXH 58-004

LAHD CE271455

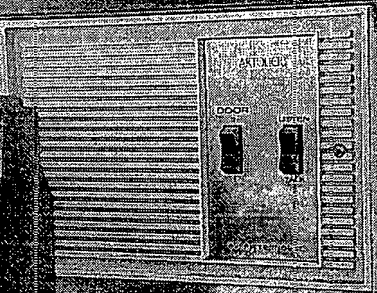


CIRCA
5/18/22
UNIT
9
JOHNSON

EXH 52
005

09/01/2023

9:32



6/20/23

INTERCOM

UNIT

9

JOHNSON.

(CLOCK
FOR

~~VALIDATION~~
VALIDATION)

EXH. 58-
006

09/01/2023

09/01/2023

Exhibit 59

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Unruh-CC 51,53

(b) All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

This section of the United States Code, § 1981, is based on section one of the Civil Rights Act of 1866.[8] "All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other."

09/01/2023

Exh. 59-001

09/01/2023

Exhibit 60

09/10/2023

LAHD Release File #33660 Case end 371.pdf

LAHD Release File #...



1



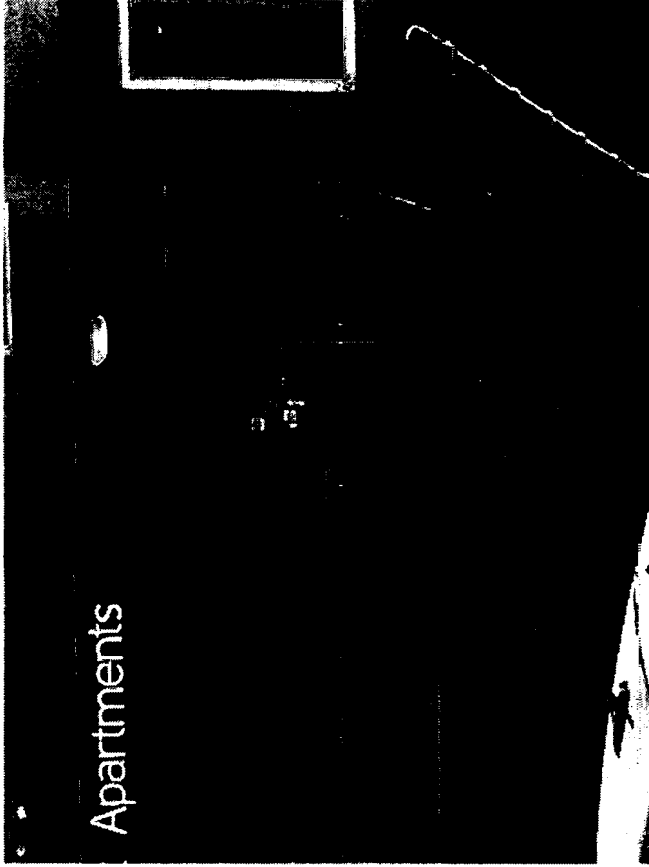
2



3



JAN. 16 2023
RELEASE



DECLARATION OF CLIFFORD WHITE III

EXH. 60-001

09/01/2023

Exhibit 61

PRESS FIRMLY TO SEAL

PLANNED DEVELOPE POSTAGE-PAID

[illegible]

PRIORITY MAIL 1-DAY™

GEARY JOHNSON

1522 HI POINT ST APT 9
LOS ANGELES CA 90035

0042

SHIP
TO: MAYOR KAREN BASS

CITY OF LOS ANGELES CITY HALL
200 N SPRING ST STE 303

LOS ANGELES CA 90012-3239

USPS SIGNATURE TRACKING #



9410 8112 0620 3530 5508 03

The Unruh Act Rights

FLAT RATE ENVELOPE
ONE RATE ■ ANY WEIGHT
TRACKED ■ INSURED



EP14F July 2022
OD: 12 1/2 x 9 1/2



USPS COM/PICKUP

To schedule your Package Plus, scan the QR code.

- Expected delivery date specified for domestic use.
- Domestic shipments include \$100 of insurance (restrictions apply).*
- USPS Tracking® service included for domestic and many international destinations.
- Limited international insurance.**
- When used internationally, a customs declaration form is required.

*Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.

**See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

This is property of the U.S. Postal Service and is provided only for use in sending Priority Mail[®] to the international[®] shipment. Messages may be a violation of federal law. This package is not for sale. ©1994 U.S. Postal Service. July 2001. All rights reserved.

EXH. ~~61-11~~ 61-001

Scanned with CamScanner



**GEARY JUAN
JOHNSON**

1522 HI POINT
STREET APT 9
LOS ANGELES CA
90035

323-807-3099

Friday February 3, 2023

Via USPS Priority Mail

**Intentional Discrimination by the
Los Angeles Housing Department
Mayor Bass Named in CRD Race case**

Mayor Karen Bass
City of Los Angeles
City Hall
200 N. Spring Street
Los Angeles CA 90012

09/01/2023

Enclosed:

Email: Re: Jan . 16 2023. Repairs Needed at unit 9 at 1522 Hi Point St -- including intercom repair and extension of striping parking stall #8

Email: JAN. 25, 2023. Repairs Needed at unit 9 at 1522 Hi Point St -- including intercom repair and extension of striping parking stall #8

Email JAN. 20, 2023. Repairs Needed at unit 9 at 1522 Hi Point St -- including intercom repair and extension of striping parking stall #8

Communication from the Public 22-1200-S67

December 28, 2022. Notice of Case Closure. LAHD CE273371.

Sincerely,

Geary Juan Johnson

email: tainmount@sbcglobal.net

09/01/2023

Unruh-CC 51,53

(b) All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

This section of the United States Code, § 1981, is based on section one of the Civil Rights Act of 1866.[8] "All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other."

09/01/2023

EXH. 61-004

09/01/2023

Exhibit 62

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

GEARY JUAN JOHNSON
1522 HI POINT ST. APT 9
LOS ANGELES, CA 90035

16-339
1220

1223

Date MAR 1 2023

Pay to the
Order of

Hi Point 1522 LLC

\$ 769.11

Seven hundred sixty nine and 11/100

Dollars

My way or the highway

RENT INTERCOM REPAIRS, PARKING
FOR TWO CARS

122003396 3360231576 1223

BYRON WILSON

1522 HI POINT ST.

#9

LOS ANGELES, CA 90035

97-311/1240

1021

DATE 3-1-23

PAY TO THE
ORDER OF

Hi Point 1522 LLC

\$ 769.00

Seven hundred Sixty-nine and 00/100

DOLLARS

MEMO Rent MAR 2023

124003116 1094228515 1021

09/01/2023

EXH. 62-001

09/01/2023

Exhibit 63

Re 1522 Hi Point St 9 owned by Hi Point 1522 LLC- Request for reasonable accommodation - CRD Case 202211-18872714

From: G Johnson (tainmount@sbcglobal.net)

To: meghan@boldpartnersre.com; thomas@powerpropertygrp.com; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; nisi@powerpropertygrp.com; brent@powerpropertygrp.com

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org

Date: Wednesday, March 8, 2023 at 08:06 AM PST

I need the intercom and I need the parking tandem/2 cars, or additional parking stall.

I have a disability and I request the intercom be repaired and the parking for a second car be provided, as a reasonable accommodation.

Failure to respond to this request is considered by the government to be a failure to provide a reasonable accommodation.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

CRD Case 202211-18872714

09/01/2023

EXH. 63-001

09/01/2023

Exhibit 64

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Continued Request for Reasonable Accommodation and Continued Request for Housing Services Intercom Repair and Tandem Parking

From: G Johnson (tainmount@sbcglobal.net)

To: meghan@boldpartnersre.com; thomas@powerpropertygrp.com; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; nisi@powerpropertygrp.com; brent@powerpropertygrp.com

Cc: contact.center@dfeh.ca.gov; gavin@gavinnewsom.com; shou.committee@senate.ca.gov; susan.strick@lacity.org; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; ccouncilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org

Date: Monday, March 13, 2023 at 10:47 AM PDT

DFEH case number 202211-18897616
DFEH case number 202211-18872714
DEFH case number 202201-15997931

To whom it may concern:

Define Intercom

An **intercom**, also called an **intercommunication device**, **intercommunicator**, or **interphone**, is a stand-alone voice communications system for use within a building or small collection of buildings which functions independently of the

the public telephone network.^[1] Intercoms are generally mounted permanently in buildings and vehicles. Intercoms can incorporate connections to public address loudspeaker systems, walkie talkies, telephones, and other intercom systems. Some intercom systems incorporate control of devices such as signal lights and door latches. Intercoms are used on a wide variety of properties; from houses that only require one connection between a resident and the property's entrance to multi-unit apartments that require intercom hardware to be installed in every individual apartment. (Source: Wikipedia)

Define secured gated parking

Secured Parking should be interpreted by most as either **being enclosed within walls and locked – or having security guards on permanent surveillance to protect the vehicles in an enclosed area**. Secured parking means that there are measures in place to create a safe environment. (Source:Google)

3483. California Civil Code Every successive owner of property who neglects to abate a continuing nuisance upon, or in the use of, such property, created by a former owner, is liable therefor in the same manner as the one who first created it.

3479. Anything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in a customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street, or highway, is a nuisance.

EXH. 64-001

3484. The abatement of a nuisance does not prejudice the right of any person to recover damages for its past existence.

https://clkrep.lacity.org/online/docs/2023/23-1200-S4_PC_PM_02-16-2023.pdf

Aging and Civil Rights Commission - Feb 16, 2023 23-1200-S7

https://clkrep.lacity.org/online/docs/2023/23-1200-S7_PC_PM_02-16-2023.pdf

Aging and Civil Rights Commission - Feb 16, 2023

(Includes the real estate broker complaint against Power Property Management)

Intercom Repairs and Tandem Parking Needed at 1522 Hi Point St 9 Apartment 90035 (re Civil Code 1942.4)

California Department of Real Estate 320 West 4th Street, Suite 350
Los Angeles, CA 90013-1105 Facsimile 213-620-6442

Meghan Haynes at Bold Partners Owner Hi Point 1522 LLC
520 Pacific Street #5
Santa Monica, CA 90405

Power Property Management, Inc.

8885 Venice Blvd Suite
205 Los Angeles CA 90034 Agent for Hi Point 1522 LLC

To Meghan Haynes and Power Property Management Inc.:

Jade Beck, Liliana Morales, Twyla Rucker, Jeanette Conway, Alva Corado, Jacqueline Gallardo, Brent Parson, Julia Gran, Kaleena Wiley, Carmen Joseph, Kristofer Gordon, Justice Walker, Fidel Medino, Shireen Davis, Jamie Swisher, Daisy Moreno, Javier Guevara, Alva Corado, Miquel Mercado, Danielle Herron-Wilson, Julia Gran, Cynthia

Reynosa, Cameron Morse, Chris Thrasher, Monika Bohana, Gina Purgave, Stephen Leider, Nisi Walton (Power Property Management Inc employees as seen on the internet):

This shall memorialize that your Power Property Management employee Benjamin was here about 9:15 am to 9:50 am. He applied caulking to the back of the kitchen sink area. Through no fault of his, the cover for the kitchen sink side hose was not able to be secured. If not secured, the opening allows water in that can damage the under the sink cabinet. This had been neglected by a previous repair person. Benjamin said he would report it.

I inquired about the non-working intercom (as well as the need for extending the striping for parking stall number 8 to extend it into a tandem stall). I mentioned that I received a voicemail about the stove but Benjamin said he was not aware of that. He said he was not aware that there is a resident manager for this building. He said he would report to the owner about the intercom needing repair. I told him it has not been repaired since 2014.

I have reported this lack of resident manager before and that entitles tenants to a rent decrease order thru the **city rent stabilization department**.

I let Benjamin know of his liability in that the notice to enter i.e. civil code 1954 was not in compliance with the law. I indicated he could search the internet and learn the history of the litigation against this property owner.

He said that he was able to enter the unit by getting the key from the management company.

I remind all parties that the intercom has not been repaired and I have not been assigned a tandem parking stall as of this date.

Hundreds of white tenants across the city have working intercoms and parking for one or two cars on the tenant rental property.

I remind all parties that the agreement I signed in 2021 indicates ---attached--- that the owner stated the terms of tenancy was we were assigned to stall #14 and being moved to stall #8, a reduction in parking from stall 14 (two cars) to stall 8 (one car). The city LAHD department (including all divisions) has ignored this part of the whole record and in a racially biased manner refused me a reduction in rent due to the loss of parking stall. The signed notice of change in terms of tenancy is verified proof that the city under Mayor Karen Bass ignores and verified proof that the tenancy includes parking for two vehicles for unit 9 tenants. The notice clearly indicates that if I agree to pay \$50 per month, I will be assigned to a tandem parking stall. Which stall is the tandem stall I have agreed to pay for?

You have been given multiple opportunities to address the need for intercom and tandem parking and you have refused. You are in breach of the rental agreement. Your conduct is

OUTRAGEOUS.

Segregated Los Angeles Housing Under Mayor Karen Bass

EXH. 64-002

09/01/2023

How Segregated Is Los Angeles? Do Proposed Fixes Make Things Better Or Worse?

DICK PLATKIN 16 FEBRUARY 2023 CITYWATCHLA.COM

PLANNING WATCH LA - From the 1930's through the 1960's, many Los Angeles banks redlined minority neighborhoods by deliberately denying mortgages to their residents.

The Fair Housing Act of 1968 barred all forms of housing discrimination, including redlining and bias by real estate and rental agents. Nevertheless, a recent rationale for up-zoning affluent neighborhoods desired by real estate speculators is that increasing the permitted density of new real estate projects (i.e., up-zoning) counters segregated racial patterns linked to redlining. But, like bogus claims that up-zoning reduces homelessness and economic inequality, the argument that it also reverses segregated housing patterns is flat-out wrong. Up-zoning affluent neighborhood does not reduce racial and ethnic patterns because it increases the value of local properties and creates windfall profits for property owners and developers.

Big surprise that up-zoning makes Los Angeles an even more unequal city and exacerbates racial and economic segregation.

Fair Housing Laws: Current State and Federal fair housing legislation has noticeably reduced racial and ethnic isolation in Los Angeles. California's 1963 Rumford Fair Housing Law preceded the Federal Fair Housing Act of 1968 by five years. California's Fair Housing Law was then strengthened in 1988 by the Fair Housing Amendments Act (FHAA).

1930s Redlining Map of Los Angeles

Since the adoption of these laws, LA's segregated neighborhoods have dramatically shrunk. According to a 2017 Brookings study, LA's once redlined neighborhoods now have 580,000 non-Black residents and 40,000 Black residents. In fact, the Black population of the old redlined areas was 6.5 percent, compared to 9 percent for the rest of Los Angeles.

These demographic changes resulted from the phenomenal growth of LA's Latino population, many of whom moved into formerly Black neighborhoods. This has been confirmed by CSUN maps (See below.) documenting the dispersal of LA's Black population from South Central Los Angeles to other neighborhoods between 1990-2010, largely a result of fair housing laws and Latino migration. Furthermore, these demographic trends continued from 2010 to date.

Lobbying hard for the deregulation of LA's zoning laws, the YIMBY (Yes in my backyard) group, Abundant Housing calls for up-zoning well-off Los Angeles neighborhoods in order to, they say, reduce racial segregation.

"Only by building more housing can we achieve this goal for people of all backgrounds and needs. Existing exclusionary zoning and land use policies exclude people and are historically rooted in racial and economic segregation. AHFA believes in equity and racial justice as a core part of WHERE and HOW we upzone—that is why we support housing distribution plans that concentrate housing objectively in high-opportunity, job-rich, and transit-served neighborhoods."

Camouflaged by obfuscating language, LA's new 2021-2029 General Plan Housing Element offers 136 implementation programs, some of which would up-zone affluent neighborhoods. For example, implementation program **124: Promote and affirmatively further fair housing (AFFH)** states;

"Promote and affirmatively further fair housing (AFFH) opportunities throughout the community in all housing, planning and community development activities."

EXH. 64-003

09/01/2023

Take a variety of actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity to promote diverse communities that grant all Angelenos access to housing. Increase place-based strategies to encourage community revitalization and protect existing residents from displacement through various policies, programs, and goal setting (e.g., AFH Plan)."

Why these policies will backfire. If implementation programs to monitor housing conditions in Los Angeles eventually appear, they will reveal the folly of up-zoning well-off neighborhoods to achieve racial integration, reduce homelessness, and increase economic equality.

Why? Up-zoning increases property values by allowing real estate developers to automatically build larger, taller, denser buildings with minimal parking. Property owners and real estate developers would no longer require zone variances, zone changes, and density bonuses to reel in lucrative windfall profits. As a result, owners of up-zoned parcels could flip them for immediate financial gain. Alternatively, they could turn to developers to demolish existing buildings and replace them with the highly profitable luxury apartment buildings mushrooming throughout Los Angeles.

This is the essence of the up-zoning programs contained in LA's new Housing Element. They create instant wealth for property owners and enhanced opportunities for real estate investors and developers. This is one reason why economic inequality continues to rise in LA, and with it, reinforced patterns of racial and ethnic separation.

If the Housing Element's monitoring programs ever appear, I expect them to fully document these trends. It would pound yet another nail into the coffin of up-zoning's false promises.

(Dick Platkin is a retired Los Angeles city planner who reports on local planning issues for CityWatchLA. He serves on the board of United Neighborhoods for Los Angeles (UN4LA). Previous Planning Watch columns are available at the CityWatchLA archives. Please send questions and corrections to rhplatkin@gmail.com.)

My Comments

Like comedian Chris Rock said, to get rid of the low income and Black and Latino tenants, all you have to do is deny them housing. Price them out. Where would those few biased landlords be without the support of the equally biased Los Angeles Housing Department that practices separate but unequal housing services? Mayor Karen Bass will be no different. In 2022 LAHD investigated and processed 8711 complaints. 2022 per monthly average number of calls processed thru hotline 14,355 monthly. Source: <https://housing.lacity.org/> . 168,000 housing complaints per year 2022 which dwarfs the alleged 60,000 homeless on the streets of Los Angeles, yet the Mayor does not declare a state of emergency due to those housing complaints. Why not?

According to your article, the government is again at the forefront of housing segregation in Los Angeles. The new Home Sharing Law actually defines hotels as including "apartments" so that means that landlords are allowed to rent out rent controlled apartments as "hotel" rooms, further decreasing the available rent controlled units. Rent control is dying under our very eyes as there are hundreds less per year with so many landlords skirting the home sharing ordinance. I live in a rent controlled building and have been denied tandem parking and intercom repairs for seven years. But brand spanking new well to do white tenants get what I do not as well as: "Mini split duct air conditioning and heating, DACK app and entry code for smartlock, Owner provided Wi-Fi and high speed Spectrum Internet, InHouse washer and dryer, Maid service, Enhance your stay add-ons, Desk with chair and lamp, Guest parking, A full maintenance team, who can deal with most repairs with in 24 hour, A fully loaded kitchen, Bedding and towels, Air purifier, a shower water filter, anti-allergic mattress encasement & disposable slippers with your wellness in mind." Source <https://justbringyourtoothbrush.com/>. Whether these "hotel guests" are illegal or not, they certainly are creating units that are separate and not equal and reducing the stock of rent controlled units and the city Housing Department does nothing. And most of the people I see moving into these neighborhoods are Jewish and white and Asian. Three to five years many of these neighborhoods will be 99% white, Jewish, Asian. Doesn't matter who the Mayor is.

This is offered to home sharing guests at this address but not to me as a Black Tenant

Mini split duct air conditioning and heating,
DACK app and entry code for smartlock,

EXH. 64-004

09/01/2023

Owner provided Wi-Fi and high speed Spectrum Internet,
InHouse washer and dryer,
Maid service,
Enhance your stay add-ons,
Desk with chair and lamp,
Guest parking,
A full maintenance team, who can deal with most repairs with in 24 hour, A fully loaded kitchen,
Bedding and towels,
Air purifier,
a shower water filter,
anti-allergic mattress encasement

& disposable slippers with your wellness in mind Functioning intercom
Access to tandem parking

(Source: <https://justbringyourtoothbrush.com/faq/>)

As seen on Wordpress at

<https://wp.me/P57D2C-1k9>

DENIAL OF FULL AND EQUAL HOUSING SERVICES

There is a white female guest/tenant who parks in stall #17. I believe her name is Mary. She lives in Unit 4. She has been afforded the benefits of a tandem two car stall even though she only has one car. I have been denied the full and equal services and privileges afforded to the white female named Mary. Mary also has a working intercom in her unit.

REQUEST FOR REASONABLE ACCOMMODATION

My original request was made November 2, 2022 via email at 9:52 am. Another request was made on 3/8/23 at 8:06 am via email. There has been no response from the owner.

A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations. Please note that the ADA often refers to these types of accommodations as "modifications."

Any change in the way things are customarily done that enables a person with disabilities to enjoy housing opportunities or to meet program requirements is a reasonable accommodation. In other words, reasonable accommodations eliminate barriers that prevent persons with disabilities from fully participating in housing opportunities, including both private housing and in federally-assisted programs or activities. Housing providers may not require persons with disabilities to pay extra fees or deposits or place any other special conditions or requirements as a condition of receiving a reasonable accommodation.

Under the Fair Housing Act, a reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full

EXH. 64-005

enjoyment of the premises. Reasonable modifications can include structural changes to interiors and exteriors of dwellings and to common and public use areas. Examples include the installation of a ramp into a building, lowering the entry threshold of a unit, or the installation of grab bars in a bathroom. Under the Fair Housing Act, prohibited discrimination includes a refusal to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises.

Under Section 504, a housing provider is required to provide and pay for the structural modification as a reasonable accommodation unless it amounts to an undue financial and administrative burden or a fundamental alteration of the program. If an undue burden or fundamental alteration exists, the recipient is still required to provide any other reasonable accommodation up to the point that would not result in an undue financial and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program. (Source: HUD)

My medical treatment addresses disabilities related to head, eyes, ears, cardiovascular, gastrointestinal, genitourinary, musculoskeletal, neurological, psychiatric, anxiety, prostate, syncope.

I am writing to request that you provide intercom repair and tandem parking as a reasonable accommodation/modification under the ADA. This accommodation would ensure that I receive the full and equal housing services intercom repair and tandem parking, as detailed herein.

If you are unable to provide me with intercom repair and tandem parking, I ask that we engage in the interactive process to determine whether there is an alternative effective accommodation. Under the rental agreement, you are liable for acting in a good faith and reasonable manner.

Attached is the 10/26/21 Doctor note request for reasonable accommodation re back and shoulder pain, and regarding the intercom repair and need for tandem parking.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

c: Department of Real Estate Complaint 1-23-0217-015

Reference:
Code Violation Complaints

<https://wp.me/P57D2C-k>

A Black male American, tenant

REFERENCES TO: Susan.strick@lacity.org

ExH 64-006

DFEH case number 202211-18897616 DFEH case number 202211-18872714 DEFH case number 202201-15997931

ELDER ABUSE

Older adults are sometimes seen as ripe for victimization. That's why we work to protect them and to aggressively target and prosecute those who would harm them physically or fiscally, in partnership with the LA Elders at Risk Task Force and the LA County Elder Abuse Forensic Center. **If you have questions about elder abuse or need help, contact Deputy City Attorney Susan Strick** - Director, Elder Abuse Prosecution & Policy, by email, susan.strick@lacity.org or phone, **(213) 202-5400**. In an emergency, text or call 911.

Citywide Nuisance Abatement Program (CNAP)

Prosecutors assigned to CNAP abate nuisance properties with dangerous gang/gun/narcotics, and, when appropriate, prostitution activity, at hotels, motels, apartment buildings, single family dwellings, and businesses

REFERENCE

Published Council File No.: 22-1200-S67

https://clkrep.lacity.org/online/docs/2022/22-1200-S67_PC_M_01-18-2023.pdf

Ref:

"I believe that Mayor Karen Bass, Ann Sewill, Tricia Keane, Daniel Huynh, Anna E. Ortega, Luz C. Santiago, and the LA Housing Department, are racist and corrupt against me as a Black male because I have complained about denial of intercom repair and denial of tandem parking in a city rent controlled building". Published to city documents at the link: https://clkrep.lacity.org/online/docs/2022/22-1509_PC_PM_01-09-2023.pdf.

ref:

City Council President EUNISSES HERNANDEZ, First District PAUL KREKORIAN, Second District BOB BLUMENFIELD, Third District NITHYA RAMAN, Fourth District President Pro Tempore KATY YAROSLAVSKY, Fifth District CURREN D. PRICE, JR., Ninth District VACANT, Sixth District MONICA RODRIGUEZ, Seventh District MARQUEECE HARRIS-DAWSON, Eighth District Assistant President Pro Tempore HEATHER HUTT, Tenth District VACANT TRACI PARK,

Eleventh District JOHN S. LEE, Twelfth District HUGO SOTO-MARTÍNEZ, Thirteenth District KEVIN DE LEÓN, Fourteenth District TIM MCOSKER, Fifteenth District

References: city clerk published to the internet

<https://recordsrequest.lacity.org/requests/23-1320>

<https://recordsrequest.lacity.org/requests/22-4904> <https://recordsrequest.lacity.org/requests/22-1672>

<https://lacity.nextrequest.com/requests/21-10536> <https://recordsrequest.lacity.org/requests/21-10460> http://clkrep.lacity.org/online/docs/2012/12-0049-S26_PC_PM_09-21-2022.pdf

REFERENCE

To: Chief Michel Rey Moore Los Angeles Police Department 100 W. 1st Street

Los Angeles CA 90012-4112

First Class Mail and Certified Mail 9407 1112 0620 3466 9568 44

Director FBI

10385 Vista Sorrento Pkwy San Diego CA 92121-2703

EXH 64-007

09/01/2023

First Class mail and Certified Mail 9407 1112 0620 3466 9561 89

Director FBI

11000 Wilshire Blvd Fl 17

Los Angeles CA 90024-3672

First Class Mail and Certified Mail 9407 1112 0620 3466 9560 59

FBI Director Christopher A. Wray

FBI

935 Pennsylvania Ave NW

Washington, DC 20535-0001

First class mail and Certified Mail 9407 0111 200620 3466 9564 46

REFERENCES

Council File No.: 22-1200-S67 Council File No.: 22-1480 Council File No.: 22-0983-S1 Council File No.: 23-0048

Council File No.: 23-0005-S19 Council File No.: 21-1230 Council File No.: 21-1224 Council File No.: 23-0033 Council File No.: 12-1690-S18

Council File No.: 21-1189 Council File No.: 20-0291 Council File No.: 22-0002-S119

Council File No.: 13-0933-S56 COUNCIL FILE NO. 22-0799-S1 COUNCIL FILE NO. 12-0049-S26

REFERENCE CITY CLERK PUBLIC LINKS

Published Council File No.: 22-1200-S67 https://clkrep.lacity.org/online/docs/2022/22-1200-S67_PC_M_01-18-2023.pdf

Published Council File No.: 22-1480 https://clkrep.lacity.org/online/docs/2022/22-1480_PC_M_01-18-2023.pdf

Published Council File No.: 22-0983-S1 https://clkrep.lacity.org/online/docs/2022/22-0983-S1_PC_M_01-18-2023.pdf

Published Council File No.: 23-0048 https://clkrep.lacity.org/online/docs/2023/23-0048_PC_M_01-18-2023.pdf

Published Council File No.: 23-0005-S19 https://clkrep.lacity.org/online/docs/2023/23-0005-S19_PC_M_01-17-2023.pdf

Published Council File No.: 21-1230 https://clkrep.lacity.org/online/docs/2021/21-1230_PC_M_01-17-2023.pdf

Published Council File No.: 23-0033 https://clkrep.lacity.org/online/docs/2023/23-0033_PC_M_01-17-2023.pdf

Published Council File No.: 12-1690-S18 https://clkrep.lacity.org/online/docs/2012/12-1690-S18_PC_M_01-17-2023.pdf

REFERENCE

CITY CODE VIOLATION COMPLAINT 844729 FILED 1/25/23

LAMC SEC. 47.83. POST OR POSTING.

Where posting is required by this article, material shall be posted in a conspicuous location at the front desk in the lobby of the Residential Hotel subject to the posting requirement, or if there is no lobby, in the public entranceway. No material posted may be removed by any Person except as otherwise provided in this article.

INFORMATION BULLETIN / PUBLIC - ZONING CODE REFERENCE NO.: L.A.M.C. 12.21A5 E. TANDEM PARKING STALLS

1. Tandem parking stalls are permitted in public garages and public parking areas providing an attendant. A "Covenant and Agreement to Provide Parking Attendant" will be required.
2. Tandem stalls are permitted in private parking garages and private parking areas provided:
 - a. At least one parking stall per dwelling unit and all stalls required for any guest parking shall be individually and easily accessible.
 - b. At least one standard stall per dwelling unit shall be provided.

EXH. 64-008

09/01/2023

1. Tandem parking shall be limited to a maximum of two cars in depth, in a private garage or private parking area, except for additional parking required in accordance with Section 12.21A17(h) or 12.21C10(g)(4).
2. When determining access aisle widths for tandem parking having both standard and compact stalls in tandem, the aisle widths for standard stalls shall be used.

HEALTH AND SAFETY CODE - HSC

DIVISION 13. HOUSING [17000 - 19997] (Division 13 enacted by Stats. 1939, Ch. 60.)

PART 1.5. REGULATION OF BUILDINGS USED FOR HUMAN HABITATION [17910 - 17998.3] 17920 (e)

Enforcement" means **diligent** effort to secure compliance, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this part, "enforcement" may, but need not, include inspections of existing buildings on which no complaint or permit application has been filed, and effort to secure compliance as to these existing buildings. (**emphasis added**).



2021-10-26 Dr Referral back and shoulder pain.pdf

675.7kB

09/01/2023

EXH. 64-009

09/01/2023

Exhibit 65

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Total Units (legal unit count may vary): 18

Rent Registration Number: 0270090

*Census Tract: 216700

*Council District: 10

*Bureau of Engineering Data

Official Address: 1522 S HI POINT ST. Los Angeles, CA 90035

Total Exemption Units: 0

Rent Office ID: Wilshire

Code Regional Area: West Regional Office

Year Built: 1972

3-17-23

PROPERTY VIOLATION REPORTED

Thank You, we have received your request for inspection:

Your Case number is 851127

Thank you for your interest. Your Property Violation Report has been received by our office. You will be contacted by phone to schedule a site visit so we can verify the conditions you reported and take any necessary action to address any violations.

09/01/2023

EXH 65-001

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035	Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035
Total Units (legal unit count may vary): 18	Total Exemption Units: 0
Rent Registration Number: 0270090	Rent Office ID: Wilshire
*Census Tract: 216700	Code Regional Area: West Regional Office
*Council District: 10	Year Built: 1972
*Bureau of Engineering Data	

COMPLAINT DETAILS

All fields marked with an asterisk (*) are required.

First Name: *	<input type="text" value="Geary"/>	Last Name: *	<input type="text" value="Johnson"/>
Address:	<input type="text" value="1522 Hi Point St"/>	Unit #:	<input type="text" value="9"/>
City:	<input type="text" value="Los Angeles"/>	Zip:	<input type="text" value="90035"/>
Phone (H): *	<input type="text" value="3238073099"/>	Phone (C):	<input type="text"/>
Email Address:	<input type="text" value="tahnmount@sbcglobal.net"/>		
Violation Location:	<input type="text" value="EXTERIOR AND INTERIOR AND PARKING LOT"/> (Example: Kitchen, Bathroom, Outdoor)		
Violation Category: *	<input type="text" value="UNAPPROVED USE OR OCCUPANCY"/>		
Violation Type: *	<input type="text" value="Select Violation Type"/>		
Selected Violation Types: *	<div> <input type="checkbox"/> Electrical wiring disconnected and/or abandoned <input type="checkbox"/> Defective, deteriorated or bare electrical wiring <input type="checkbox"/> Failure to obtain clearance from the Housing and Community Investment Department <input type="checkbox"/> Lack of approved electrical lighting, wiring and/or electrical equipment <input type="checkbox"/> Owner or responsible party not in residence and contact information not posted <input type="checkbox"/> Unapproved Unit(s) <input type="checkbox"/> Change of use/occupancy without Building permit and Certificate of Occupancy </div>		
	<input type="button" value="Remove from List"/> (Note: Select a Violation type you wish to remove from the selected list before you click the button)		
Additional Comments:	<input type="text" value="March 17, 2023. Words: 3932. ATTACHMENT TO CODE VIOLATION COMPLAINT. As seen on Facebook: 'LOS ANGELES. A SMALL CONSOLATION. Anyone remember"/>		
Manager Name:	<input type="text" value="KASSANDRA HARRIS"/>		
Manager Phone(H):	<input type="text" value="(310) 593-3955"/>	Manager Phone (W):	<input type="text"/>
Owner Name:	<input type="text" value="MEGHAN HAYNES"/>		
Owner Phone(H):	<input type="text" value="(310) 593-3955"/>	Owner Phone (W):	<input type="text"/>
Owner Address:	<input type="text" value="520 Pacific Street #5"/>		

EXH 65-002

09/01/2023

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Units (legal unit count may vary): 18

Total Exemption Units: 0

Rent Registration Number: 0270090

Rent Office ID: Wilshire

*Census Tract: 216700

Code Regional Area: West Regional Office

*Council District: 10

Year Built: 1972

*Bureau of Engineering Data

COMPLAINT DETAILS

All fields marked with an asterisk (*) are required.

First Name: *

Geary

Last Name: *

Johnson

Address:

1522 Hi Point St

Unit #:

9

City:

Los Angeles

Zip:

90035

Phone (H): *

3238073099

Phone (C):

Email Address:

tainmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: *

UNAPPROVED USE OR OCCUPANCY

Violation Type: *

Select Violation Type

Selected Violation Types: *

Electrical wiring disconnected and/or abandoned
Defective, deteriorated or bare electrical wiring
Failure to obtain clearance from the Housing and Community Investment Department
Lack of approved electrical lighting, wiring and/or electrical equipment
Owner or responsible party not in residence and contact information not posted
Unapproved Unit(s)
Change of use/occupancy without Building permit and Certificate of Occupancy

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

Angeles County Health Department, as well as the 12/28/2022 Notice of case closure CE273371 adjudicated the matter in my favor. 3/17/23 G.J. Johnson. Words 3932.

Manager Name:

KASSANDRA HARRIS

Manager Phone(H):

(310) 593-3955

Manager Phone (W):

Owner Name:

MEGHAN HAYNES

Owner Phone(H):

(310) 593-3955

Owner Phone (W):

Owner Address:

520 Pacific Street #5

EXH 65-003

09/01/2023

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035	Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035
Total Units (legal unit count may vary): 18	Total Exemption Units: 0
Rent Registration Number: 0270090	Rent Office ID: Wilshire
*Census Tract: 216700	Code Regional Area: West Regional Office
*Council District: 10	Year Built: 1972
*Bureau of Engineering Data	

COMPLAINT DETAILS

All fields marked with an asterisk (*) are required.

First Name: *	<input type="text" value="Geary"/>	Last Name: *	<input type="text" value="Johnson"/>
Address:	<input type="text" value="1522 Hi Point St"/>	Unit #:	<input type="text" value="9"/>
City:	<input type="text" value="Los Angeles"/>	Zip:	<input type="text" value="90035"/>
Phone (H): *	<input type="text" value="3238073099"/>	Phone (C):	<input type="text"/>
Email Address:	<input type="text" value="tainmount@sbcglobal.net"/>		
Violation Location:	<input type="text" value="EXTERIOR AND INTERIOR AND PARKING LOT"/> (Example: Kitchen, Bathroom, Outdoor)		
Violation Category: *	<input type="text" value="ELECTRICAL"/>		
Violation Type: *	<input type="text" value="Select Violation Type"/>		
Selected Violation Types: *	<input type="text" value="Electrical wiring disconnected and/or abandoned"/> <input type="text" value="Defective, deteriorated or bare electrical wiring"/>		
	<input type="button" value="Remove from List"/> (Note: Select a Violation type you wish to remove from the selected list before you click the button)		
Additional Comments:	<input type="text"/>		
Manager Name:	<input type="text" value="KASSANDRA HARRIS"/>		
Manager Phone(H):	<input type="text" value="(310) 593-3955"/>	Manager Phone (W):	<input type="text"/>
Owner Name:	<input type="text" value="MEGHAN HAYNES"/>		
Owner Phone(H):	<input type="text" value="(310) 593-3955"/>	Owner Phone (W):	<input type="text"/>
Owner Address:	<input type="text" value="520 Pacific Street #5"/>		

EXH 65-004

09/01/2023

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Units (legal unit count may vary): 18

Total Exemption Units: 0

Rent Registration Number: 0270090

Rent Office ID: Wilshire

*Census Tract: 216700

Code Regional Area: West Regional Office

*Council District: 10

Year Built: 1972

*Bureau of Engineering Data

COMPLAINT DETAILS

All fields marked with an asterisk (*) are required.

First Name: *

Geary

Last Name: *

Johnson

Address:

1522 Hi Point St

Unit #:

9

City:

Los Angeles

Zip:

90035

Phone (H): *

3238073099

Phone (C):

Email Address:

tainmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: *

RESIDENTIAL HOTEL

Violation Type: *

Select Violation Type

Selected Violation Types: *

Electrical wiring disconnected and/or abandoned
Defective, deteriorated or bare electrical wiring
Failure to obtain clearance from the Housing and Community Investment Department

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

Manager Name:

KASSANDRA HARRIS

Manager Phone(H):

(310) 593-3955

Manager Phone (W):

Owner Name:

MEGHAN HAYNES

Owner Phone(H):

(310) 593-3955

Owner Phone (W):

Owner Address:

520 Pacific Street #5

EXH 65-005

09/01/2023

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Units (legal unit count may vary): 18

Total Exemption Units: 0

Rent Registration Number: 0270090

Rent Office ID: Wilshire

*Census Tract: 216700

Code Regional Area: West Regional Office

*Council District: 10

Year Built: 1972

*Bureau of Engineering Data

COMPLAINT DETAILS

All fields marked with an asterisk (*) are required.

First Name: *

Geary

Last Name: *

Johnson

Address:

1522 Hi Point St

Unit #:

9

City:

Los Angeles

Zip:

90035

Phone (H): *

3238073099

Phone (C):

Email Address:

tainmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: *

HABITABILITY

Violation Type: *

Select Violation Type

Selected Violation Types: *

Electrical wiring disconnected and/or abandoned
Defective, deteriorated or bare electrical wiring
Failure to obtain clearance from the Housing and Community Investment Department
Lack of approved electrical lighting, wiring and/or electrical equipment

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

Manager Name:

KASSANDRA HARRIS

Manager Phone(H):

(310) 593-3955

Manager Phone (W):

Owner Name:

MEGHAN HAYNES

Owner Phone(H):

(310) 593-3955

Owner Phone (W):

Owner Address:

520 Pacific Street #5

EXH 65-006

09/01/2023

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Units (legal unit count may vary): 18

Total Exemption Units: 0

Rent Registration Number: 0270090

Rent Office ID: Wilshire

*Census Tract: 216700

Code Regional Area: West Regional Office

*Council District: 10

Year Built: 1972

*Bureau of Engineering Data

COMPLAINT DETAILS

All fields marked with an asterisk (*) are required.

First Name: *

Geary

Last Name: *

Johnson

Address:

1522 Hi Point St

Unit #:

9

City:

Los Angeles

Zip:

90035

Phone (H): *

3238073099

Phone (C):

Email Address:

tainmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: *

MISCELLANEOUS

Violation Type: *

Select Violation Type

Selected Violation Types: *

Electrical wiring disconnected and/or abandoned
Defective, deteriorated or bare electrical wiring
Failure to obtain clearance from the Housing and Community Investment Department
Lack of approved electrical lighting, wiring and/or electrical equipment
Owner or responsible party not in residence and contact information not posted

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

Manager Name:

KASSANDRA HARRIS

Manager Phone(H):

(310) 593-3955

Manager Phone (W):

Owner Name:

MEGHAN HAYNES

Owner Phone(H):

(310) 593-3955

Owner Phone (W):

Owner Address:

520 Pacific Street #5

EXH 65-007

09/01/2023

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035	Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035
Total Units (legal unit count may vary): 18	Total Exemption Units: 0
Rent Registration Number: 0270090	Rent Office ID: Wilshire
*Census Tract: 216700	Code Regional Area: West Regional Office
*Council District: 10	Year Built: 1972
*Bureau of Engineering Data	

COMPLAINT DETAILS

All fields marked with an asterisk (*) are required.

First Name: *	<input type="text" value="Geary"/>	Last Name: *	<input type="text" value="Johnson"/>
Address:	<input type="text" value="1522 Hi Point St"/>	Unit #:	<input type="text" value="9"/>
City:	<input type="text" value="Los Angeles"/>	Zip:	<input type="text" value="90035"/>
Phone (H): *	<input type="text" value="3238073098"/>	Phone (C):	<input type="text"/>
Email Address:	<input type="text" value="tainmount@sbcglobal.net"/>		
Violation Location:	<input type="text" value="EXTERIOR AND INTERIOR AND PARKING LOT"/> (Example: Kitchen, Bathroom, Outdoor)		
Violation Category: *	<input type="text" value="UNAPPROVED UNIT(S)"/>		
Violation Type: *	<input type="text" value="Select Violation Type"/>		
Selected Violation Types: *	<input type="text" value="Electrical wiring disconnected and/or abandoned"/> <input type="text" value="Defective, deteriorated or bare electrical wiring"/> <input type="text" value="Failure to obtain clearance from the Housing and Community Investment Department"/> <input type="text" value="Lack of approved electrical lighting, wiring and/or electrical equipment"/> <input type="text" value="Owner or responsible party not in residence and contact information not posted"/> <input type="text" value="Unapproved Unit(s)"/>		
	<input type="button" value="Remove from List"/> (Note: Select a Violation type you wish to remove from the selected list before you click the button)		
Additional Comments:	<input type="text"/>		
Manager Name:	<input type="text" value="KASSANDRA HARRIS"/>		
Manager Phone(H):	<input type="text" value="(310) 593-3955"/>	Manager Phone (W):	<input type="text"/>
Owner Name:	<input type="text" value="MEGHAN HAYNES"/>		
Owner Phone(H):	<input type="text" value="(310) 593-3955"/>	Owner Phone (W):	<input type="text"/>
Owner Address:	<input type="text" value="520 Pacific Street #5"/>		

EXH 65-008

09/01/2023

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Units (legal unit count may vary): 18

Total Exemption Units: 0

Rent Registration Number: 0270090

Rent Office ID: Wilshire

*Census Tract: 216700

Code Regional Area: West Regional Office

*Council District: 10

Year Built: 1972

*Bureau of Engineering Data

COMPLAINT DETAILS

All fields marked with an asterisk (*) are required.

First Name: *	<input type="text" value="Geary"/>	Last Name: *	<input type="text" value="Johnson"/>
Address:	<input type="text" value="1522 Hi Point St"/>	Unit #:	<input type="text" value="9"/>
City:	<input type="text" value="Los Angeles"/>	Zip:	<input type="text" value="90035"/>
Phone (H): *	<input type="text" value="3238073099"/>	Phone (C):	<input type="text"/>
Email Address:	<input type="text" value="tainmount@sbcglobal.net"/>		
Violation Location:	<input type="text" value="EXTERIOR AND INTERIOR AND PARKING LOT"/> (Example: Kitchen, Bathroom, Outdoor)		
Violation Category: *	<input type="text" value="UNAPPROVED USE OR OCCUPANCY"/>		
Violation Type: *	<input type="text" value="Select Violation Type"/>		
Selected Violation Types: *	<div> <input type="checkbox"/> Electrical wiring disconnected and/or abandoned <input type="checkbox"/> Defective, deteriorated or bare electrical wiring <input type="checkbox"/> Failure to obtain clearance from the Housing and Community Investment Department <input type="checkbox"/> Lack of approved electrical lighting, wiring and/or electrical equipment <input type="checkbox"/> Owner or responsible party not in residence and contact information not posted <input type="checkbox"/> Unapproved Unit(s) <input type="checkbox"/> Change of use/occupancy without Building permit and Certificate of Occupancy </div>		
	<input type="button" value="Remove from List"/> (Note: Select a Violation type you wish to remove from the selected list before you click the button)		
Additional Comments:	<input type="text"/>		
Manager Name:	<input type="text" value="KASSANDRA HARRIS"/>		
Manager Phone(H):	<input type="text" value="(310) 593-3955"/>	Manager Phone (W):	<input type="text"/>
Owner Name:	<input type="text" value="MEGHAN HAYNES"/>		
Owner Phone(H):	<input type="text" value="(310) 593-3955"/>	Owner Phone (W):	<input type="text"/>
Owner Address:	<input type="text" value="520 Pacific Street #5"/>		

09/01/2023

EXH 65-009

Owner City:

Sa

onica

Owner Zip Co

90405

Submit Complaint

09/01/2023

EX4. 65-010

March 17, 2023. Words: 3932. ATTACHMENT TO CODE VIOLATION COMPLAINT.

As seen on Facebook: "LOS ANGELES. A SMALL CONSOLATION. Anyone remember Alabama Governor George Wallace? Remember how he stood in the schoolhouse door and was denying Black students access? (Wikipedia) But "In 1952, he became the Circuit Judge of the Third Judicial Circuit in Alabama. Here he became known as "the fighting little judge", a nod to his past boxing association.[22] He gained a reputation for fairness regardless of the race of the plaintiff. It was common practice at the time for judges in the area to refer to black lawyers by their first names, while their white colleagues were addressed formally as "Mister"; black lawyer J. L. Chestnut later said that "Judge George Wallace was the most liberal judge that I had ever practiced law in front of. He was the first judge in Alabama to call me 'Mister' in a courtroom." (Source Wikipedia). So yesterday 2023 I was in my apartment in Los Angeles. I had called city code enforcement out and I complained about an abandoned vehicle with three flat tires and how the car had been sitting there since 2015 (yes 2015) and how I made written complaints every month or so. So the inspector is white, older, somewhat pleasant but befuddled looking and we stood face to face. As part of my written complaint, I reminded him that my unit intercom (to front of the building) has not been working since 2014. As he looked me in the eye and said quite falsely, "Oh, that has been adjudicated and I will not address it" and I almost begged: I really need that intercom to be working because I pay my rent on time and I need my deliveries. All I could think about at that moment as I faced off with a white government worker is how those Black students were denied equal protection and how it must have felt to look George Wallace in the face in 1963. He did cite the owner for the abandoned vehicle and the car was moved today after sitting there for eight years."

FRONT CURB NEEDS REPAIR

Wood said the repair is the liability of the general street services department, not the owner. I told him that Building and Safety told me the opposite. But see my code complaint as I quoted "Per the City of Los Angeles municipal code 62.104, property owners are responsible for the maintenance of curb adjacent to property. SEC. 62.104. REPAIRS TO SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURNS AND CURBS. (Title and Section Amended by Ord. No. 184,596, Eff. 1/16/17.) (b) Responsibility for Maintenance. The owner of a Lot shall maintain any Sidewalk, Driveway Approach, Curb Return or Curb on the Lot in such condition that the Sidewalk, Driveway Approach, Curb Return or Curb will not endanger any Person or property passing thereon or violate the Americans with Disabilities Act". I noted that twice I almost suffered injury from the broken curb (my foot got caught as I walked past. I have told the city that white Jewish students walking by may also suffer injury.)

PARKING STRIPING

Wood said he did not know if the city has jurisdiction over striping. I discussed that stall #13 had been extended from single stall to tandem and I believed that needed a permit. I also questioned could my assigned stall #8 be extended to tandem stall. He just said the city COO mandates the minimum number of stalls, not the maximum. But see LAMC "Striping. All parking stalls, other than those serving a one-family dwelling, shall be striped substantially in accordance with the illustrations set forth on Chart No. 5 of this section. (Amended by Ord. No. 179,191, Eff. 11/5/07.)".

HVAC MINI DUCTLESS FOR SOME UNITS

Unexplained cords are attached to the sides of the building which are probably not in compliance with SCE requirements for outside wiring. Appears to be an attempt to divert the electricity in a master metered building. Dave Wood observed the improper wiring but said nothing. Of other buildings on the street I see no similar wiring running outside buildings unless it is cable TV wiring. It does not appear to be cable TV wiring.

09/01/2023

EXH 65-011
GDD

INTERCOM

Wood said he read the notes and that the issue has already been adjudicated so he will not address it. I mentioned this as new damages, new complaints, and that I continue to be damaged by the non working intercom and denial of tandem parking (which are under the jurisdiction of the REAP department). I again mentioned the LAHD December 28 decision that denial of such services such as maintenance is harassment. Wood was not fazed by my position. The LA County Public Health department previously cited the owner repair, replace, or remove the intercom (2015) but this adjudication has been ignored by code enforcement.

MORE ATTACHED TO CODE VIOLATION COMPLAINT 3/17/23. This complaint is being filed because there are continuing damages at this address. This type of retaliation by a government official is outrageous and unlawful. This complaint is about continuing obligations under a rent agreement between all parties; this complaint is about continuing damages. This is a rent controlled building. I am without parking for two vehicles and suffering damages because by having to park on the street and my auto is damaged by debris from construction; I had to spend \$100 to have my car detailed as a direct result of the owner and city intentional refusal under the REAP program to address the request for tandem or two car parking. As regards the intercom, as previously noted, I am unable to receive certain deliveries and guests and friends not able to reach me due to the non-working intercom, a direct result of the actions of the owner and the city government in not ordering the intercom repair. The actions of the owner and city in this regard are intentional to cause harm to myself as a Black, male, tenant. THE INSPECTOR David Wood made no attempt to address illegal home sharing in the building even though that is part of the complaint 844729, city number. Wood made no attempt to address if there are permits for the HVAC ductless Heater AC units only provided to certain tenants, and intentionally denied such housing service to myself as a Black male. It is not my job to force feed the inspectors if I have already made a written complaint; they should come prepared to read and comprehend English. This complaint is filed based on my rights under law and obligations under the rental agreement. My rent agreement says that maintenance is "including but not limited to". This means that the owner and the city have NO authority to limit maintenance or exclude the intercom from repair or replacement. The only exceptions are if the repair need was caused by the tenant abuse or if the repair item is personal property; these exceptions do not apply in this case. The rent agreement also provides that the tenant can arrange for repairs but only by using the owner maintenance crews; the owner and city have not responded to this part of the agreement and maintenance crews have been prevented from making the repairs. City filed code violation complaints since 2014 and complaint to management have not resulted in the parking for two cars being provided or in the intercom being repaired or replaced. The intercom in the unit 9 was available upon the inception of tenancy in 2010. The control unit was available in 2010. In or around 2015 the owner replaced the control unit as new and under the authority of the city Capital Improvements Program of which the tenant myself was forced to pay additional rent for the wiring of the intercom and keypad system to the front door of the building but the apt 9 unit was not replaced. So when David Wood maintains that the matter was "adjudicated" is he talking about the old intercom i unit 9 or is he talking about the new intercom on the outside of the building that the city authorized that has my apartment 9 clearly listed implied as working? It is two different intercoms and two different issues. The last court hearing on this matter was dismissed without prejudice which means there was no adjudication on the merits. If Wood had such alleged adjudication, he did not provide me with a copy. This info has been forwarded to that State CRD under a housing discrimination complaint naming city employees. Nevertheless, Wood's assertion does not apply when as in this case there are continuing obligations and new and continuing damages, renewed upon the monthly payment of rent. A REAP complaint was filed with the city regarding the lack of intercom maintenance and lack of assignment to a tandem parking stall for tenants unit 9, both who are Black Americans; DATED August 9, 2021 at 12:11 pm. Another REAP complaint was filed by email September 23, 2022 at 8:30 am. There has

EXH. 65-012

09/01/2023

been no response from the City but the REAP complaint is mentioned in the code violation complaint 844729. One previous court decision already mentioned to the city ruled about \$600 in judgment in my favor proving that decision adjudicated the matter in my favor, although the court did not order the services restored. Los Angeles Superior Court Case 21STSC04574. As told to Mr. Wood, the city decision LAHD CE273371 ruled that the denial of housing services that I have requested amounts to illegal harassment by the owner and those acting in concert, i.e. Wood, etc. This complaint is also against (if not already named) city employees Mayor Karen Bass, Gilbert Cedillo, Paul Krekorian, Bob Blumenfield, Nithya Raman, Paul Koretz, Nury Martinez, Marqueece Harris-Dawson, Mitch O'Farrell, Kevin DeLeon, and any new council members not listed. State law prohibits city employees from requiring tenants to be present for city inspections of units. The state law says "including but not limited to" and "general dilapidation or improper maintenance." The city law LAMC says housing services are "including but not limited to". State law also gives the code enforcement authority over "any nuisance". "Housing services are services that are connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance including painting. The term also includes the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits, privileges or facilities. (LAMC Sec. 151.02, Definition of Housing Services)." HEALTH AND SAFETY CODE - HSC SUBSTANDARD HOUSING 17920.3. Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building: (a) Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance. (d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly. These local and state laws I have quoted expressly do not authorize the local government to improperly use federal housing funds to deny me the housing services requested. See the movie Power Property Management and city employees say Black tenants not entitled to Fair Housing. https://youtu.be/VbFj_JK1QE. The Unruh civil rights act provides protection from discrimination by all business establishments in California, including housing and public accommodations. The term "business establishments" may include governmental and public entities as well. The Act is meant to cover all arbitrary and intentional discrimination by a business establishment on the basis of personal characteristics similar to those listed above. (Source:Google). City HCIDLA employees include Ann Sewill, Catherine Taylor-Gomez, Luz Santiago, Bessy Corrales, Kim Ly, Claudia Castillo, Veronica McDonnell, Sean Spear, Roberto Aldape, Daniel V. Gomez, Mathew Holen, David Zaitz, Anna Ortega, Valeria Steffens, Marcella D. Shurley. Tenants at this address include Carolyn Estevez, Vivian Depree, Daniel (unit 5), Jennifer Pesce (unit 6), M. Baney, T. Ruggieri, Kenny, R. Reyna, Kassandra Harris, M. Brown, C. DeLeon and B. Sohn, B. Bellio, C. Peterson, T. Cammasano. This building 1522 Hi Point St 90035 has new owners that I have been told. The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe, and Meghan Haynes of Bold Partners Investors. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above. Thomas Khammar, agent of the owner, claims that parking stall #8 is a tandem stall; that is a fraudulent statement as stall #8 is a single car stall. A new owner is liable for any nuisance conditions not addressed by the

EXH 65-013

09/01/2023

previous owner. How many code violation complaints does a Black Man such as myself have to file before he can get an extra parking stall and a working intercom or maintenance? Maintenance is what I pay for monthly so the city government is without grounds to assist the owner in denying me rights under the rent agreement. Since the rent agreement says maintenance is "including but not limited to", the city has no authority to use federal funds to deny me repair or replacement of the intercom. Further the rent agreement does not say the intercom is to be excluded from maintenance. I have offered to make the repairs myself but the owner and city is unresponsive. "Per the City of Los Angeles municipal code 62.104, property owners are responsible for the maintenance of curb adjacent to property. SEC. 62.104. REPAIRS TO SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURNS AND CURBS. (Title and Section Amended by Ord. No. 184,596, Eff. 1/16/17.) (b) Responsibility for Maintenance. The owner of a Lot shall maintain any Sidewalk, Driveway Approach, Curb Return or Curb on the Lot in such condition that the Sidewalk, Driveway Approach, Curb Return or Curb will not endanger any Person or property passing thereon or violate the Americans with Disabilities Act. All rights reserved." Wood seemed unaware of the owner liability for repairing the curb. I believe he said General Services should handle it. There is a conflict here as to which department handles it. In the meantime any person who walks down the street can file a claim against the city for the curb not being addressed. I believe units 10, 11, 13, 14, 15, 16, 17, 18, 2, 3, 4, 6, 7 are being used for illegal home sharing. Wood did not address what are the qualifications needed for me to get the old intercom repaired or replaced? What are the qualifications for me to get the 2015 new intercom hooked up to my unit 9? What are the qualifications for me to have my single auto parking stall striping extended to make a tandem parking stall? What are the qualifications for me to receive an extra parking stall? What are the qualifications for me to receive full and equal housing services as a Black male tenant in the city of Los Angeles? I should only have to ask these questions once; the restoration of services should take less than an hour and not more than 35 days. Negligence. Tortious interference. Yet I continue to pay rent. ILLEGAL HOME SHARING. The hosts for the home sharing in this building do not live on the premises. The building is used for Home Sharing, not for the purpose for which it is intended. The LAHD code enforcement has failed to diligently investigate my whole complaints. The LAHD code enforcement et al has failed to enforce the Health and Safety code excerpt "Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance" thus the LAHD is liable at this address for general dilapidation or improper maintenance of the intercom and liable for "any nuisance" i.e the non-working intercom and failure to provide a tandem parking stall. The Health and Safety code which the LAHD is liable to enforce, makes the LAHD liable for the non-working intercom (improper maintenance) and the denial of tandem parking (nuisance). The city of Los Angeles under Mayor Karen Bass is engaged in illegal abuse of federal funds in denying me the requested housing services.

BACKSPLASH KITCHEN SINK.

WOOD ordered the caulking between the backsplash repaired. However Wood missed the fact the concrete wall of the backsplash has numerous cracks.

EXH 6S-014

09/01/2023

In *Komarova v. National Credit Acceptance, Inc.* (2009) 175 Cal.App.4th 324 (*Komarova*), a plaintiff who had been mistakenly and repeatedly harassed by a debt collection agency asserted a claim under the Robbins-Rosenthal Fair Debt Collection Practices Act (Civ. Code, § 1788 et seq.). The court found that the defendant's statute of limitations defense was overcome by the continuing violation doctrine, permitting recovery "for actions that take place outside the limitations period if these actions are sufficiently linked to unlawful conduct within the limitations period." (*Komarova, supra*, at p. 343, quoting *Richards, supra*, 26 Cal.4th at p. 812.) The court, quoting *Joseph v. J.J. MacIntyre Companies, L.L.C.* (N.D. Cal. 2003) 281 F.Supp.2d 1156 (*Joseph*), noted that "[t]he key is whether the conduct complained of constitutes a continuing pattern and course of conduct as opposed to unrelated discrete acts." (*Komarova, supra*, at p. 343.) Payment of the rent on a monthly basis by myself as tenant renews the continuing obligations of both parties regarding maintenance and housing services i.e. intercom and parking. Every time I file a code violation complaint, and every time I monthly pay my rent and request repairs and tandem parking, represents a continuing obligation of the parties. Contrary to the position of LAHD city employee David Wood, there has been no adjudication that denies me the monthly right to request repairs and housing services; there has been no adjudication that denies me the right the benefits and privileges of the rent contractual agreement. The right to repairs and housing services i.e parking and intercom are contract benefits that renew themselves upon payment of the monthly rent. This is continuing obligations. The Court relied on the New York Court of Appeals' decision in *Bulova Watch Co. v. Celotex Corp.*, where the Court concluded that a new claim, with a new limitations period, accrued each time the roofing material supplier failed to honor its promise to repair the roof. 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights. All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

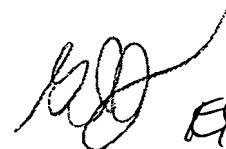
The landlord in this case has already said that tenants unit 9 are entitled to intercom service under the condition the building must be rewired. Rewiring is the jurisdiction of the city LAHD code violation division. The code enforcement clearly knows the wiring is faulty because the intercom does not work. The owner has also said that tenants unit 9 are entitled to a tandem parking stall, such extended striping (LAMC) of the parking stall #8 is under the jurisdiction of the LAHD and code violation division. Under the city Tenant

EXH. 65 015

09/01/2023

Anti-Harassment Ordinance, the LAHD is prohibited from aiding in the denial of housing services requested in this complaint. "Any landlord violating any Of the provisions of this article, and any person who aids, facilitates, and/or incites another to violate the provisions Of this article may be enjoined therefrom by a court Of competent jurisdiction." (Harassment ordinance). David Wood and others in the LAHD are liable for continuing to violate the provisions of the Tenant Anti-Harassment ordinance. The conditions described herein violate the LAMC and the state Health and Safety Code. The entire premises is not in full compliance with the LAMC. I reference the city LAHD Mayor Karen Bass issued Notice and Order to Comply dated February 7, 2023 Case ID 844729. Further, "Under 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship." Your department LAHD refusal to cite the owner for the denial of housing services denies me "the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship". ADDITIONAL: There is a crack in the bedroom wall. This complaint will be used as evidence in Los Angeles Superior Court case 23STCP00644 filed Feb 28, 2023. The current rent registration statement for 2022 is not posted in the common area, as required by the LAMC. Units being used for Home Sharing where the Host does not live on the property, are in violation of the city Home Sharing ordinance. This complaint incorporates by reference the following LAHD code violation complaints: 750967, 783722, 788044, 791765, 795030, 799574, 803397, 808802, 815528, 823529, 844729, 846533. A previous 2015 order to repair the intercom by the Los Angeles County Health Department, as well as the 12/28/2022 Notice of case closure CE273371 adjudicated the matter in my favor. 3/17/23 GJ Johnson. Words 3932.

09/01/2023

 EXH 65-016

09/01/2023

Exhibit 66

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Code complaint filed 851127 against 1522 Hi Point St

From: G Johnson (tainmount@sbcglobal.net)

To: susan.strick@lacity.org; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org

Date: Friday, March 17, 2023 at 11:57 AM PDT

Unapproved use or occupancy

Electrical

Residential hotel

Habitability

Miscellaneous

Unapproved units

Violation type

Electrical wiring, disconnected, and or abandoned

Defective, deteriorated or bare electrical wiring

Failure to obtain clearance from the housing and community investment department

Lack of approved, electrical, lighting wiring, and or electrical equipment

Owner or responsible party not in residence and contact information not posted

Unapproved units

Change of use or occupancy without building, permit and certificate of occupancy

Additional Comments (excerpt)

Intercom not repaired or replaced

Tandem parking stall striping not extended

Ceiling to floor crack in wall in bedroom

Illegal home sharing; host not in residences

Concrete cracks behind kitchen sink backsplash

Nuisance

General dilapidation, or lack of maintenance

HEALTH AND SAFETY CODE - HSC

DIVISION 13. HOUSING [17000 - 19997] (*Division 13 enacted by Stats. 1939, Ch. 60.*)

PART 1.5. REGULATION OF BUILDINGS USED FOR HUMAN HABITATION [17910 - 17998.3] (*Part 1.5 added by Stats. 1961, Ch. 1844.*)

CHAPTER 2. Rules and Regulations [17920 - 17928] (*Chapter 2 added by Stats. 1961, Ch. 1844.*)

17920.

(e) "Enforcement" means diligent effort to secure compliance, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this part, "enforcement" may, but need not, include inspections of existing buildings on which no complaint or permit application has been filed, and effort to secure compliance as to these existing buildings.

(l) "Nuisance" means any nuisance defined pursuant to Part 3 (commencing with Section 3479) of Division 4 of the Civil Code, or any other form of nuisance recognized at common law or in equity.

EXH. 65-001

The LAHD has failed to exercise diligent enforcement. The LAHD has failed to abate nuisance and "any other form of nuisance recognized at common law or in equity."

I do not have a working intercom. I do not have a tandem parking stall. These represent nuisances to me at this location.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
 Phone 323-807-3099

Excerpt attached to Complaint

March 17, 2023. Words: 3932. ATTACHMENT TO CODE VIOLATION COMPLAINT.

As seen on Facebook: "LOS ANGELES. A SMALL CONSOLATION. Anyone remember Alabama Governor George Wallace? Remember how he stood in the schoolhouse door and was denying Black students access? (Wikipedia) But "In 1952, he became the Circuit Judge of the Third Judicial Circuit in Alabama. Here he became known as "the fighting little judge", a nod to his past boxing association.[22] He gained a reputation for fairness regardless of the race of the plaintiff. It was common practice at the time for judges in the area to refer to black lawyers by their first names, while their white colleagues were addressed formally as "Mister"; black lawyer J. L. Chestnut later said that "Judge George Wallace was the most liberal judge that I had ever practiced law in front of. He was the first judge in Alabama to call me 'Mister' in a courtroom." (Source Wikipedia). So yesterday 2023 I was in my apartment in Los Angeles. I had called city code enforcement out and I complained about an abandoned vehicle with three flat tires and how the car had been sitting there since 2015 (yes 2015) and how I made written complaints every month or so. So the inspector is white, older, somewhat pleasant but befuddled looking and we stood face to face. As part of my written complaint, I reminded him that my unit intercom (to front of the building) has not been working since 2014. As he looked me in the eye and said quite falsely, "Oh, that has been adjudicated and I will not address it" and I almost begged: I really need that intercom to be working because I pay my rent on time and I need my deliveries. All I could think about at that moment as I faced off with a white government worker is how those Black students were denied equal protection and how it must have felt to look George Wallace in the face in 1963. He did cite the owner for the abandoned vehicle and the car was moved today after sitting there for eight years."

FRONT CURB NEEDS REPAIR

Wood said the repair is the liability of the general street services department, not the owner. I told him that Building and Safety told me the opposite. But see my code complaint as I quoted "Per the City of Los Angeles municipal code 62.104, property owners are responsible for the maintenance of curb adjacent to property. SEC. 62.104. REPAIRS TO SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURNS AND CURBS. (Title and Section Amended by Ord. No. 184,596, Eff. 1/16/17.) (b) Responsibility for Maintenance. The owner of a Lot shall maintain any Sidewalk, Driveway Approach, Curb Return or Curb on the Lot in such condition that the Sidewalk, Driveway Approach, Curb Return or Curb will not endanger any Person or property passing thereon or violate the Americans with Disabilities Act". I noted that twice I almost suffered injury from the broken curb (my foot got caught as I walked past. I have told the city that white Jewish students walking by may also suffer injury.)

PARKING STRIPING

Wood said he did not know if the city has jurisdiction over striping. I discussed that stall #13 had been extended from single stall to tandem and I believed that needed a permit. I also questioned could my assigned stall #8 be extended to tandem stall. He just said the city COO mandates the minimum number of stalls, not the maximum. But see LAMC "Striping. All parking stalls, other than those serving a one-family dwelling, shall be striped substantially in accordance with the illustrations set forth on Chart No. 5 of this section. (Amended by Ord. No. 179,191, Eff. 11/5/07.)".

HVAC MINI DUCTLESS FOR SOME UNITS

Unexplained cords are attached to the sides of the building which are probably not in compliance with SCE requirements for outside wiring. Appears to be an attempt to divert the electricity in a master metered building. Dave Wood observed the improper wiring but said nothing. Of other buildings on the street I see no similar wiring running outside buildings unless it is cable TV wiring. It does not appear to be cable TV wiring.

INTERCOM

Wood said he read the notes and that the issue has already been adjudicated so he will not address it. I mentioned this as new damages, new complaints, and that I continue to be damaged by the non working intercom and denial of tandem parking (which are under the jurisdiction of the REAP department). I again mentioned the LAHD December 28 decision that denial of such services such as maintenance harassment. Wood was not fazed by my position. The LA County Public Health department previously cited the owner repair, replace, or remove the intercom (2015) but this adjudication has been ignored by code enforcement.

MORE ATTACHED TO CODE VIOLATION COMPLAINT 3/17/23. This complaint is being filed because there are continuing damages at this address. This type of retaliation by a government official is outrageous and unlawful. This complaint is about continuing obligations under a rent agreement between all parties; this complaint is about continuing damages. This is a rent controlled building. I am without parking for two vehicles and suffering damages because by having to park on the street and my auto is damaged by debris from construction; I had to

EXH 66-002

spend \$100 to have my car detailed as a direct result of the owner and city intentional refusal under the REAP program to address the request for tandem or two car parking. As regards the intercom, as previously noted, I am unable to receive certain deliveries and guests and friends not able to reach me due to the non-working intercom, a direct result of the actions of the owner and the city government in not ordering the intercom repair. The actions of the owner and city in this regard are intentional to cause harm to myself as a Black, male, tenant. THE INSPECTOR David Wood made no attempt to address illegal home sharing in the building even though that is part of the complaint 844729, city number. Wood made no attempt to address if there are permits for the HVAC ductless Heater AC units only provided to certain tenants, and intentionally denied such housing service to myself as a Black male. It is not my job to force feed the inspectors if I have already made a written complaint; they should come prepared to read and comprehend English. This complaint is filed based on my rights under law and obligations under the rental agreement. My rent agreement says that maintenance is "including but not limited to". This means that the owner and the city have NO authority to limit maintenance or exclude the intercom from repair or replacement. The only exceptions are if the repair need was caused by the tenant abuse or if the repair item is personal property; these exceptions do not apply in this case. The rent agreement also provides that the tenant can arrange for repairs but only by using the owner maintenance crews; the owner and city have not responded to this part of the agreement and maintenance crews have been prevented from making the repairs. City filed code violation complaints since 2014 and complaint to management have not resulted in the parking for two cars being provided or in the intercom being repaired or replaced. The intercom in the unit 9 was available upon the inception of tenancy in 2010. The control unit was available in 2010. In or around 2015 the owner replaced the control unit as new and under the authority of the city Capital Improvements Program of which the tenant myself was forced to pay additional rent for the wiring of the intercom and keypad system to the front door of the building but the apt 9 unit was not replaced. So when David Wood maintains that the matter was "adjudicated" is he talking about the old intercom in unit 9 or is he talking about the new intercom on the outside of the building that the city authorized that has my apartment 9 clearly listed as working? It is two different intercoms and two different issues. The last court hearing on this matter was dismissed without prejudice which means there was no adjudication on the merits. If Wood had such alleged adjudication, he did not provide me with a copy. This info has been forwarded to that State CRD under a housing discrimination complaint naming city employees. Nevertheless, Wood's assertion does not apply when as in this case there are continuing obligations and new and continuing damages, renewed upon the monthly payment of rent. A REAP complaint was filed with the city regarding the lack of intercom maintenance and lack of assignment to a tandem parking stall for tenants unit 9, both who are Black Americans; DATED August 9, 2021 at 12:11 pm. Another REAP complaint was filed by email September 23, 2022 at 8:30 am. There has been no response from the City but the REAP complaint is mentioned in the code violation complaint 844729. One previous court decision already mentioned to the city ruled about \$600 in judgment in my favor proving that decision adjudicated the matter in my favor, although the court did not order the services restored. Los Angeles Superior Court Case 21STSC04574. As told to Mr. Wood, the city decision LAHD CE273371 ruled that the denial of housing services that I have requested amounts to illegal harassment by the owner and those acting in concert, i.e. Wood, etc. This complaint is also against (if not already named) city employees Mayor Karen Bass, Gilbert Cedillo, Paul Krekorian, Bob Blumenfeld, Nithya Raman, Paul Koretz, Nury Martinez, Marqueece Harris-Dawson, Mitch O'Farrell, Kevin DeLeon, and any new council members not listed. State law prohibits city employees from requiring tenants to be present for city inspections of units. The state law says "including but not limited to" and "general dilapidation or improper maintenance." The city law LAMC says housing services are "including but not limited to". State law also gives the code enforcement authority over "any nuisance", "Housing services are services that are connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance including painting. The term also includes the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits, privileges or facilities. (LAMC Sec. 151.02, Definition of Housing Services)." HEALTH AND SAFETY CODE - HSC SUBSTANDARD HOUSING 17920.3. Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building: (a) Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance. (d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly. These local and state laws I have quoted expressly do not authorize the local government to improperly use federal housing funds to deny me the housing services requested. See the movie Power Property Management and city employees say Black tenants not entitled to Fair Housing.

https://youtu.be/vBfJ_KJ1QE. The Unruh civil rights act provides protection from discrimination by all business establishments in California, including housing and public accommodations. The term "business establishments" may include governmental and public entities as well. The Act is meant to cover all arbitrary and intentional discrimination by a business establishment on the basis of personal characteristics similar to those listed above. (Source:Google). City HCIDLA employees include Ann Sewill, Catherine Taylor-Gomez, Luz Santiago, Bessy Corrales, Kim Ly, Claudia Castillo, Veronica McDonnell, Sean Spear, Roberto Aldape, Daniel V. Gomez, Mathew Holen, David Zaitz, Anna Ortega, Valeria Steffens, Marcella D. Shurley. Tenants at this address include Carolyn Estevez, Vivian Depree, Daniel (unit 5), Jennifer Pesce (unit 6), M. Baney, T. Ruggieri, Kenny, R. Reyna, Kassandra Harris, M. Brown, C. DeLeon and B. Sohn, B. Bellio, C. Peterson, T. Cammasano. This building 1522 Hi Point St 90035 has new owners that I have been told. The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe, and Meghan Haynes of Bold Partners Investors. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above. Thomas Khammar, agent of the owner, claims that parking stall #8 is a tandem stall; that is a fraudulent statement as stall #8 is a single car stall. A new owner is liable for any nuisance conditions not addressed by the previous owner. How many code violation complaints does a Black Man such as myself have to file before he can get an extra parking stall and a working intercom or maintenance? Maintenance is what I pay for monthly so the city government is without grounds to assist the owner in denying me rights under the rent agreement. Since the rent agreement says maintenance is "including but not limited to", the city has no authority to use federal funds to deny me repair or replacement of the intercom. Further the rent agreement does not say the intercom is to be excluded from maintenance. I have offered to make the repairs myself but the owner and city is unresponsive. "Per the City of Los Angeles municipal code 62.104, property owners are responsible for the maintenance of curb adjacent to property. SEC. 62.104. REPAIRS TO SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURNS AND CURBS. (Title and Section Amended by Ord. No. 184,596, Eff. 1/16/17.) (b) Responsibility for Maintenance. The owner of a Lot shall maintain any Sidewalk, Driveway Approach, Curb Return or Curb on the Lot in such condition that the Sidewalk, Driveway Approach, Curb Return or Curb will not endanger any Person or property passing thereon or violate the Americans with Disabilities Act. All rights reserved." Wood seemed unaware of the owner liability for repairing the curb. I believe he said General Services should handle it. There is a conflict here as to which department handles it. In the meantime any person who walks down the street can file a claim against the city for the curb not being addressed. I believe units 10, 11, 13, 14, 15, 16, 17, 18, 2,3,4,6,7 are being used for illegal home sharing. Wood did not address what are the qualifications needed for me to get the old intercom repaired or replaced? What are the qualifications for me to get the 2015 new intercom hooked up to my unit 9? What are the qualifications for me to have my single auto parking stall striping extended to make a tandem parking stall? What are the qualifications for me to received an extra parking stall? What are the qualifications for me to receive full and equal housings services as a Black male tenant in the city of Los Angeles? I should only have to ask these questions once; the

EXH 66-003

restoration of services should take less than an hour and not more than 35 days. Negligence. Tortious interference. Yet I continue to pay rent. ILLEGAL HOME SHARING. The hosts for the home sharing in this building do not live on the premises. The building is used for Home Sharing, not for the purpose for which it is intended. The LAHD code enforcement has failed to diligently investigate my whole complaints. The LAHD code enforcement et al has failed to enforce the Health and Safety code excerpt "Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance" thus the LAHD is liable at this address for general dilapidation or improper maintenance of the intercom and liable for "any nuisance" i.e the non-working intercom and failure to provide a tandem parking stall. The Health and Safety code which the LAHD is liable to enforce, makes the LAHD liable for the non-working intercom (improper maintenance) and the denial of tandem parking (nuisance). The city of Los Angeles under Mayor Karen Bass is engaged in illegal abuse of federal funds in denying me the requested housing services.

BACKSPLASH KITCHEN SINK.

WOOD ordered the caulking between the backsplash repaired. However Wood missed the fact the concrete wall of the backsplash has numerous cracks.

In *Komarova v. National Credit Acceptance, Inc.* (2009) 175 Cal.App.4th 324 (*Komarova*), a plaintiff who had been mistakenly and repeatedly harassed by a debt collection agency asserted a claim under the Robbins-Rosenthal Fair Debt Collection Practices Act (Civ. Code, § 1788 et seq.). The court found that the defendant's statute of limitations defense was overcome by the continuing violation doctrine, permitting recovery "for actions that take place outside the limitations period if these actions are sufficiently linked to unlawful conduct within the limitations period." (*Komarova, supra*, at p. 343, quoting *Richards, supra*, 26 Cal.4th at p. 812.) The court, quoting *Joseph v. J.J. MacIntyre Companies, L.L.C.* (N.D. Cal. 2003) 281 F.Supp.2d 1156 (*Joseph*), noted that "[t]he key is whether the conduct complained of constitutes a continuing pattern and course of conduct as opposed to unrelated discrete acts." (*Komarova, supra*, at p. 343.) Payment of the rent on a monthly basis by myself as tenant renews the continuing obligations of both parties regarding maintenance and housing services i.e. intercom and parking. Every time I file a code violation complaint, and every time I monthly pay my rent and request repairs and tandem parking, represents a continuing obligation of the parties. Contrary to the position of LAHD city employee David Wood, there has been no adjudication that denies me the monthly right to request repairs and housing services; there has been no adjudication that denies me the right the benefits and privileges of the rent contractual agreement. The right to repairs and housing services i.e parking and intercom are contract benefits that renew themselves upon payment of the monthly rent. This is continuing obligations. The Court relied on the New York Court of Appeals' decision in *Bulova Watch Co. v. Celotex Corp.*, where the Court concluded that a new claim, with a new limitations period, accrued each time the roofing material supplier failed to honor its promise to repair the roof. 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights. All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

The landlord in this case has already said that tenants unit 9 are entitled to intercom service under the condition the building must be rewired. Rewiring is the jurisdiction of the city LAHD code violation division. The code enforcement clearly knows the wiring is faulty because the intercom does not work. The owner has also said that tenants unit 9 are entitled to a tandem parking stall, such extended striping (LAMC) of the parking stall #8 is under the jurisdiction of the LAHD and code violation division. Under the city Tenant Anti-Harassment Ordinance, the LAHD is prohibited from aiding in the denial of housing services requested in this complaint. "Any landlord violating any of the provisions of this article, and any person who aids, facilitates, and/or incites another to violate the provisions of this article may be enjoined therefrom by a court of competent jurisdiction." (Harassment ordinance). David Wood and others in the

EXH 65-004

LAHD are liable for continuing to violate the provisions of the Tenant Anti-Harassment ordinance. The conditions described herein violate the LAMC and the state Health and Safety Code. The entire premises is not in full compliance with the LAMC. I reference the city LAHD Mayor Karen Bass issued Notice and Order to Comply dated February 7, 2023 Case ID 844729. Further, "Under 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship." Your department LAHD refusal to cite the owner for the denial of housing services denies me "the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship". ADDITIONAL: There is a crack in the bedroom wall. This complaint will be used as evidence in Los Angeles Superior Court case 23STCP00644 filed Feb 28, 2023. The current rent registration statement for 2022 is not posted in the common area, as required by the LAMC. Units being used for Home Sharing where the Host does not live on the property, are in violation of the city Home Sharing ordinance. This complaint incorporates by reference the following LAHD code violation complaints: 750967, 783722, 788044, 791765, 795030, 799574, 803397, 808802, 815528, 823529, 844729, 846533. A previous 2015 order to repair the intercom by the Los Angeles County Health Department, as well as the 12/28/2022 Notice of case closure CE273371 adjudicated the matter in my favor. 3/17/23 GJ Johnson. Words 3932.

09/01/2023

EXH 65-0025

09/01/2023

Exhibit 67

Attention need for Intercom Repair and parking stall striping - LASC Court Case

From: G Johnson (tainmount@sbcglobal.net)

To: maintenance@alltimemaintenance.com

Cc: susan.strick@lacity.org; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org

Date: Friday, March 17, 2023 at 02:00 PM PDT

Alltime Maintenance
2020 Camfield Ave
Los Angeles, CA 90040
(323) 209-2500

Bilquees Q:

On February 20, 2023, I wrote you:

"KITCHEN SINK BACKSPLASH

Previous maintenance people who entered the unit recently should have noticed that the backsplash area either concrete or plaster contains a few cracks. Concrete could either end up in our food or result in damage to the garbage disposal. Please address this or contact the owner. I believe this is also a matter that the city code enforcement mentioned."

"INTERCOM SYSTEM

I see no mention of the intercom system for this unit which has needed repair or replacement since 2014. (Over 8 years ago). If you know anyone who can give me an estimate of the cost to repair it, please let me know. If you know anyone who can give me an estimate to show me how to fix it myself, please let me know. This is my attempt to mitigate the damages."

"Renter shall not alter the premises, nor wallpaper any portion thereof, nor repair any damage there too, except through licensed, insured professional is approved in advance by the owner in writing before or after an initial inspection on termination per civil code section 1950.5." Rent agreement unit 9

Since you are the licensed professional, I am reaching out to you again in efforts to have the intercom and tandem stall extend striping addressed and any estimates you can give for the repairs. The owner has already indicated to me that tenants unit 9 are entitled to a working intercom and entitled to a tandem parking stall.

All rights reserved.

EXH. 67-007

09/01/2023

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

reference: Los Angeles Superior Court case Johnson v Los Angeles Housing Department, filed 2/28/2023, case 23STCP00644, Real party in interest Hi Point 1522 LLC.

09/01/2023

EXH. 67-002

09/01/2023

Exhibit 68

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits



Transaction Details

BE THE CHANGE

GEARY JUAN JOHNSON
1522 HI POINT ST. APT 9
LOS ANGELES, CA 90035

16-339
1220

1227

Date

4/11/23

Pay to the
Order of

Hi Point 1522 LLC
Seven hundred and nine and 11/100

\$ 769.11

Dollars



Security Features
Detailed
Details on Back



CALIFORNIA BANK TRUST

DIAMOND BAR OFFICE
1200 S. DIAMOND BAR BLVD., STE. 109, DIAMOND BAR, CA 91765
CITY OF LOS ANGELES 1-800-400-6080 calbanktrust.com

PAID UNDER DURESS FOR INTERLOM
For REPAIRS TANDEM PARKING

My way or the highway

⑆ 122003396⑆

ENDORSE HERE

CREDIT TO THE ACCOUNT OF THE WITHIN N

☐ CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

NAME OF FINANCIAL INSTITUTION

DATE

DO NOT WRITE, STAMP OR SIGN BELOW THIS
RESERVED FOR FINANCIAL INSTITUTION USE

1st Century Bank 122243761

456193041000010

09/01/2023

EXN 68-001

09/01/2023

Exhibit 69

Sink Disposal Leak at 1522 Hi Point St Unit 9

From: G Johnson (tainmount@sbcglobal.net)

To: maintenance@alltimemaintenance.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; thomas@powerpropertygrp.com; frontdesk@powerpropertygrp.com; highpoint1522@gmail.com

Cc: mayor.helpdesk@lacity.org; cd10@lacity.org

Date: Tuesday, April 4, 2023 at 11:27 PM PDT

I have called the emergency line and left a message that the kitchen sink disposal is leaking. This causes damages to the flooring and carpeting.

Please advise the tenants in unit 18 above us not to use the kitchen sink or dishwasher as this will cause flooding in our unit.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

09/01/2023

EX# 69-001

09/01/2023

Exhibit 70

Re: Complaint 846533

From: G Johnson (tainmount@sbcglobal.net)

To: richard.brinson@lacity.org

Cc: gavin@gavinnewsom.com; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; susan.strick@lacity.org; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; megan@boldpartnersre.com; thomas@powerpropertygrp.com; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; nisi@powerpropertygrp.com; brent@powerpropertygrp.com; maintenance@alltimemaintenance.com

Date: Wednesday, April 5, 2023 at 02:44 PM PDT

DFEH case number 202211-18897616
DFEH case number 202211-18872714
DEFH case number 202201-15997931

Richard Brinson
Senior Housing Inspector
Case Manager LAHD West Office
Los Angeles Housing Department
Code violation Complaint 846533

Your response is unacceptable as a resolution.

As of today's date, the rental agreement has been renewed by the payment of rent but we are still without a tandem parking stall or extended parking striping (jurisdiction of the city housing department) and the repairs to the intercom have not been completed, after almost eight years of complaining.

I am not aware that your department has given a legitimate business reason for the lack of housing services in this regard which continues to violate my right to full and equal housing services as enumerated under the state Unruh Act. No law gives you the right to arbitrarily and insidiously violate my rights in this regard. I am a Black, male, over the age of 45, entitled to:

"(b) All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

(c) This section shall not be construed to confer any right or privilege on a person that is conditioned or limited by law or that is applicable alike to persons of every sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, citizenship, primary language, or immigration status, or to persons regardless of their genetic information. " (CC 51)

EXH 70-001

09/01/2023

52.1. (a) If a person or persons, whether or not acting under color of law, interferes by threat, intimidation, or coercion, or attempts to interfere by threat, intimidation, or coercion, with the exercise or enjoyment by any individual or individuals of rights secured by the Constitution or laws of the United States, or of the rights secured by the Constitution or laws of this state, the Attorney General, or any district attorney or city attorney may bring a civil action for injunctive and other appropriate equitable relief in the name of the people of the State of California, in order to protect the peaceable exercise or enjoyment of the right or rights secured. An action brought by the Attorney General, any district attorney, or any city attorney may also seek a civil penalty of twenty-five thousand dollars (\$25,000). If this civil penalty is requested, it shall be assessed individually against each person who is determined to have violated this section and the penalty shall be awarded to each individual whose rights under this section are determined to have been violated. (CC 51)

Your actions in not remedying the non-working intercom and lack of tandem parking stall are illegal under the Fair Housing Act as they set different terms, conditions or privileges for the sale or rent of a dwelling, provide a person different housing services, our facilities, use different qualification, criteria or applications or sale or rental standards or procedures, harass a person, fail, or delay, performance, of maintenance or repairs, limit privileges, services, or facilities of a dwelling. In addition, as this is retaliation by you and your department, it is illegal to threaten a course, intimidate or interfere with anyone exercising at fair housing, right, and it is illegal to retaliate against a person who has filed a fair, housing complaint, or assisted in a fair housing investigation. The CRD numbers quoted herein are the discrimination cases your department is named in. Your actions deny me the rights that I am entitled to under the Unruh Act stated herein, and under the rent agreement as the owner has said (as I quoted in email so to your department) that I am entitled to a working intercom and a tandem parking stall.

The city government (that is you) is liable to provide the services I have requested. Please do so without further delay.

As stated numerous times before, I am a Black male over the age of 45, and I will continue to redress my grievances and file code violation complaints until the services requested are received. Your lack of diligence in this matter is racist, and is abuse of discretion and authority.

Your email does not comply with *Topanga* because your decision was not based on the whole record as required under *Topanga Association for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506. In addition *Topanga* requires that your decision "bridge[d] the analytic gap between the raw evidence and [its] ultimate decision or order". Your department "must render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis".

Since you are familiar with the file in this matter, you are aware that I am a Black, male, over the age of 45, and that your denial of services is intentional to cause harm: your actions are intentional because they are not accidental; your actions are intentional to cause harm because I am a Black male, over the age of 45, evidence that you are aware your actions damage me and "fail, or delay, performance, of maintenance or repairs, limit privileges, services, or facilities of a dwelling". Your actions are intentional, done on purpose, and calculated to cause harm. You know

EXH. 70-002

09/01/2023

that I am a Black tenant who pays monthly for the services requested, and you know that I am entitled to the services requested, and you know that I will be harmed by not having a working intercom and tandem parking stall, such services, in comparison, enjoyed by thousands of white tenants who have the privilege which you are aware of.

Your department has jurisdiction over general dilapidation, lack of maintenance, nuisance. Your department has jurisdiction to restore the services requested and bill the owner. Your department knows there are white tenants living here, and Black tenants living here, and irregardless, I am still entitled to the individual right of full and equal housing services BECAUSE I am Black, male, and over the age of 45.

As a Black male over the age of 45, and tenant, I am entitled to "all benefits, privileges, terms, and conditions of the contractual relationship" yet your email unlawfully and intentionally strips me of those privileges. (42 USC section 1981).

Brinson, you and David Wood (of the LAHD) are racist.

1. LAHD Brinson and Wood have made a distinction that denied full and equal accommodations/advantages/facilities/privileges/services] to GEARY JOHNSON
2. That a substantial intentional motivating reason for BRINSON AND WOOD conduct was its perception/knowledge of GEARY JOHNSON'S RACE, SEX, AND AGE.
3. That GEARY J. JOHNSON was harmed IN THAT HE is without a working intercom and without the previously paid for tandem parking stall; and
4. That the LAHD conduct was a substantial factor in causing Geary Johnson's harm, in that the LAHD has sole authority over code violation, REAP, and RSO complaints made by GEARY JOHNSON.
5. The causal link has been established between the discriminatory intent and the adverse action and there is a causal link between the adverse action and the harm.

I need a tandem parking stall today. I need a working intercom today so my white Jewish brothers and sisters will not be subjected to the delay, obstruction harassment, and nuisance of trying to reach me with medical supplies or deliveries.

Brinson, since you appear to understand English, other than paying rent on time and being a tenant, what are the other qualifications for me to receive maintenance to the intercom and to receive a tandem parking stall in the city of Los Angeles under Mayor Karen Bass?

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
 Phone 323-807-3099

I am a Black male over the age of 45

reference:

EXH. 70-003

09/01/2023

Los Angeles Superior Court case Johnson v Los Angeles Housing Department, filed 2/28/2023, case 23STCP00644, Real party in interest Hi Point 1522 LLC.

REFERENCE Code violation Complaint 846533

Feb 8, 2023. Words: 3778. ATTACHMENT TO CODE VIOLATION COMPLAINT.

As seen on Facebook: "LOS ANGELES. A SMALL CONSOLATION. Anyone remember Alabama Governor George Wallace? Remember how he stood in the schoolhouse door and was denying Black students access? (Wikipedia) But "In 1952, he became the Circuit Judge of the Third Judicial Circuit in Alabama. Here he became known as "the fighting little judge", a nod to his past boxing association.[22] He gained a reputation for fairness regardless of the race of the plaintiff. It was common practice at the time for judges in the area to refer to black lawyers by their first names, while their white colleagues were addressed formally as "Mister"; black lawyer J. L. Chestnut later said that "Judge George Wallace was the most liberal judge that I had ever practiced law in front of. He was the first judge in Alabama to call me 'Mister' in a courtroom." (Source Wikipedia). So yesterday 2023 I was in my apartment in Los Angeles. I had called city code enforcement out and I complained about an abandoned vehicle with three flat tires and how the car had been sitting there since 2015 (yes 2015) and how I made written complaints every month or so. So the inspector is white, older, somewhat pleasant but befuddled looking and we stood face to face. As part of my written complaint, I reminded him that my unit intercom (to front of the building) has not been working since 2014. As he looked me in the eye and said quite falsely, "Oh, that has been adjudicated and I will not address it" and I almost begged: I really need that intercom to be working because I pay my rent on time and I need my deliveries. All I could think about at that moment as I faced off with a white government worker is how those Black students were denied equal protection and how it must have felt to look George Wallace in the face in 1963. He did cite the owner for the abandoned vehicle and the car was moved today after sitting there for eight years."

FROM: GJohnson(tainmount@sbcglobal.net)

TO: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; cityatty.help@lacity.org . Monday, February 6, 2023 at 01:26 PM PST . To whom it may concern: I spoke with city employee inspector David Wood today between 11:15 am and 11:45 am. He came out to the building in reference to my code violation complaint city number 844729.

I indicated to him that I had prepared a written summary ---listed below---because numerous times in the past code inspectors seem clueless as to my concerns and did not even have a copy of my complaint. He refused a copy of my summary below. I also offered a copy of the LAHD decision CE273371 in which IMO the city says that those who deny me housing services and those who conspire with them are engaged in illegal harassment. Wood also refused a copy of that document saying that code enforcement has nothing to do with the rent stabilization department. Without reading from any notes he had on file as to my written complaint, or his city issued tablet, he proceeded to ask me my concerns. So I used the list below to express my concerns.

This email is meant to be indicative but not all inclusive.

I will recall from the bottom of the list and save the intercom and parking for last. At all times, Wood, an older white male, appeared professional, calm and courteous, although at times he did admit certain things he did not know. That indicated to me if he had read the complaint in advance, he would have taken time to do some research on certain areas. There was no shouting from either party although I insisted on an explanation why the intercom lack of repair is not being addressed as new evidence of nuisance and lack of housing services repair. I do not have in my possession any document where the city specifically told the owner not to repair the intercom; the city cannot deny that it authorized the permits (Capital Improvement Program decision 2015) and the installation of the intercom system; is the city saying that such city authorized housing service intercom is not subject to maintenance? It has not been maintained and is not working in my unit.

SMOKE ALARMS

I indicated the owner has not inspected the smoke alarms since 2019. He said the owner is not obligated to inspect the smoke alarms on a periodic basis. But note here: "What are other landlord responsibilities regarding smoke alarms? The landlord is responsible for testing and maintaining the smoke alarms in all units even in single family dwellings. The tenant cannot be made responsible for this, but the tenant has a duty to notify the owner if the tenant becomes aware of an inoperable smoke alarm." (Source Google California Association of Realtors).

UNIT 9 KITCHEN SINK GAP AT WALL

Wood said he plans to cite the owner for the gap behind the sink and will return to check on the repairs.

STOVE AND HEATER UNEXPECTED GAS SHUT OFF

No attempt was made to ascertain if the 12 year old stove is working properly. Wood said his department has no jurisdiction over stoves. (I was tempted to ask does his department have jurisdiction over explosions). He surmised that due to the multitude of construction in the area, the main gas line may have been shut off without advance notice.

EXH 70-004

REAR BUILDING EXIT DOOR

I asked him to note that the door appears to be operating as intended.

UNSTABLE REAR INTERIOR STAIRS

He checked the sway in the railing. He did not attempt to walk down the stairs. He said the railing is legally permitted to sway at least six inches in either direction. A previous repair person had told me the stairs sway because they have a design defect. I pity anyone who walks down and is comfortable swaying six inches as they walk.

PIPE EXTRUSION NEAR APARTMENT 5

Wood said the pipe is a plumbing "cleanout". He said it is capped so it is ok. I wondered to myself why there are not more in the building. Woods never answered if they had a permit.

GAP AT TOP OF FRONT DOOR

He said the gap is ok and that there is no local law that there has to be a door there. (But note:

SEC. 91.6708. DOORS – GENERAL. (Amended by Ord. No. 185,587, Eff. 7/16/18.) Every door in a security opening shall be constructed, installed and secured as set forth in LAMC

Sections 91.6709, 91.6710, 91.6711 and 91.6712. Glazing in doors shall comply with LAMC Section 91.6713. Every door in a security opening for an apartment house shall be provided with an incandescent light bulb (minimum of 60 watts) at a maximum height of 8 feet (2438.4 mm) or lights on the exterior side of the unit that have a minimum surface illumination of 0.2 footcandles (2.15 lx) at the security opening. Where, in any specific case, different sections of the LAMC specify different requirements, the most restrictive shall govern.

FRONT CURB NEEDS REPAIR

Wood said the repair is the liability of the general street services department, not the owner. I told him that Building and Safety told me the opposite. But see my code complaint as I quoted "Per the City of Los Angeles municipal code 62.104, property owners are responsible for the maintenance of curb adjacent to property. SEC. 62.104. REPAIRS TO SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURNS AND CURBS. (Title and Section Amended by Ord. No. 184,596, Eff. 1/16/17.) (b) Responsibility for Maintenance. The owner of a Lot shall maintain any Sidewalk, Driveway Approach, Curb Return or Curb on the Lot in such condition that the Sidewalk, Driveway Approach, Curb Return or Curb will not endanger any Person or property passing thereon or violate the Americans with Disabilities Act". I noted that twice I almost suffered injury from the broken curb (my foot got caught as I walked past. I have told the city that white Jewish students walking by may also suffer injury.)

DISABLED VEHICLE AT STALL 4

Wood appeared to be in the process of citing the vehicle as it told him it has not been running since 2014 and has been cited in other complaints to the city.

PARKING STRIPING

Wood said he did not know if the city has jurisdiction over striping. I discussed that stall #13 had been extended from single stall to tandem and I believed that needed a permit. I also questioned could my assigned stall #8 be extended to tandem stall. He just said the city COO mandates the minimum number of stalls, not the maximum. But see LAMC "Striping. All parking stalls, other than those serving a one-family dwelling, shall be striped substantially in accordance with the illustrations set forth on Chart No. 5 of this section. (Amended by Ord. No. 179,191, Eff. 11/5/07.)".

HVAC MINI DUCTLESS FOR SOME UNITS

This is in the original code complaints as to permits. No discussion.

INTERCOM

Wood said he read the notes and that the issue has already been adjudicated so he will not address it. I mentioned this as new damages, new complaints, and that I continue to be damaged by the non working intercom and denial of tandem parking (which are under the jurisdiction of the REAP department). I again mentioned the LAHD December 28 decision that denial of such services such as maintenance is harassment. Wood was not fazed by my position. The LA County Public Health department previously cited the owner repair, replace, or remove the intercom (2015) but this adjudication has been ignored by code enforcement.

CONCLUSION

Either a claim for damages against the city or petition for writ of mandate seem to be my only option. Certainly the city employees act in conspiracy and without deference to the dictates of the rent agreement re maintenance and parking.

All rights reserved.

Geary Juan Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

Feb 6 2023

DFEH case number 202211-18897616

DFEH case number 202211-18872714

DEFH case number 202201-15997931

FOR CODE ENFORCEMENT

EXH 70 - 005

09/01/2023

EXTERIOR

front building gravel and water hoses underneath - permits?
 HVAC Mini Ductless A/C for some units - were permits pulled?
 Disabled white vehicle flat tires stall #4
 Parking - can striping stall #8 be extended?
 Parking - stall 13 extended- permit pulled?
 Parking - quest parking stalls not allowed?
 Intercom not connected to unit #9
 Curb needs repair

HALLWAY

Front door of building - gap at top
 Pipe extrusion near apartment 5- were permits pulled?
 Unstable rear stairway inside building
 Rear EXIT door building not operating as intended - DONE

INTERIOR UNIT 9

Smoke alarms - last inspection by owner was 2019
 Unit 9 Kitchen sink gap at wall
 Intercom not connected to outside unit; not working
 Is stove too old? pilot must be lit above and in broiler- GAS LEAK TWICE

MORE ATTACHED TO CODE VIOLATION COMPLAINT 2/8/23. This complaint is being filed because there are continuing damages at this address. This type of retaliation by a government official is outrageous and unlawful. This complaint is about continuing obligations under a rent agreement between all parties; this complaint is about continuing damages. This is a rent controlled building. I am without parking for two vehicles and suffering damages because by having to park on the street and my auto is damaged by debris from construction; I had to spend \$100 to have my car detailed as a direct result of the owner and city intentional refusal under the REAP program to address the request for tandem or two car parking. As regards the intercom, as previously noted, I am unable to receive certain deliveries and guests and friends not able to reach me due to the non-working intercom, a direct result of the actions of the owner and the city government in not ordering the intercom repair. The actions of the owner and city in this regard are intentional to cause harm to myself as a Black, male, tenant. THE INSPECTOR David Wood made no attempt to address illegal home sharing in the building even though that is part of the complaint 844729, city number. Wood made no attempt to address if there are permits for the HVAC ductless Heater AC units only provided to certain tenants, and intentionally denied such housing service to myself as a Black male. It is not my job to force feed the inspectors if I have already made a written complaint; they should come prepared to read and comprehend English. This complaint is filed based on my rights under law and obligations under the rental agreement. My rent agreement says that maintenance is "including but not limited to". This means that the owner and the city have NO authority to limit maintenance or exclude the intercom from repair or replacement. The only exceptions are if the repair need was caused by the tenant abuse or if the repair item is personal property; these exceptions do not apply in this case. The rent agreement also provides that the tenant can arrange for repairs but only by using the owner maintenance crews; the owner and city have not responded to this part of the agreement and maintenance crews have been prevented from making the repairs. City filed code violation complaints since 2014 and complaints to management have not resulted in the parking for two cars being provided or in the intercom being repaired or replaced. The intercom in the unit 9 was available upon the inception of tenancy in 2010. The control unit was available in 2010. In or around 2015 the owner replaced the control unit as new and under the authority of the city Capital Improvements Program of which the tenant myself was forced to pay additional rent for the wiring of the intercom and keypad system to the front door of the building but the apt 9 unit was not replaced. So when David Wood maintains that the matter was "adjudicated" is he talking about the old intercom in unit 9 or is he talking about the new intercom on the outside of the building that the city authorized that has my apartment 9 clearly listed implied as working? It is two different intercoms and two different issues. The last court hearing on this matter was dismissed without prejudice which means there was no adjudication on the merits. If Wood had such alleged adjudication, he did not provide me with a copy. This info has been forwarded to that State CRD under a housing discrimination complaint naming city employees. Nevertheless, Wood's assertion does not apply when as in this case there are continuing obligations and new and continuing damages, renewed upon the monthly payment of rent. A REAP complaint was filed with the city regarding the lack of intercom maintenance and lack of assignment to a tandem parking stall for tenants unit 9, both who are Black Americans; DATED August 9, 2021 at 12:11 pm. Another REAP complaint was filed by email September 23, 2022 at 8:30 am. There has been no response from the City but the REAP complaint is mentioned in the code violation complaint 844729. One previous court decision already mentioned to the city ruled about \$600 in judgment in my favor proving that that decision adjudicated the matter in my favor, although the court did not order the services restored. Los Angeles Superior Court Case 21STSC04574. As told to Mr. Wood, the city decision LAHD CE273371 ruled that the denial of housing services that I have requested amounts to illegal harassment by the owner and those acting in concert, i.e. Wood, etc. This complaint

09/01/2023

is also against (if not already named) city employees Mayor Karen Bass, Gilbert Cedillo, Paul Krekorian, Bob Blumenfield, Nithya Raman, Paul Koretz, Nury Martinez, Marqueece Harris-Dawson, Mitch O'Farrell, Kevin DeLeon, and any new council members not listed. State law prohibits city employees from requiring tenants to be present for city inspections of units. The state law says "including but not limited to" and "general dilapidation or improper maintenance." The city law LAMC says housing services are "including but not limited to". State law also gives the code enforcement authority over "any nuisance". "Housing services are services that are connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance including painting. The term also includes the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits, privileges or facilities. (LAMC Sec. 151.02, Definition of Housing Services)." HEALTH AND SAFETY CODE - HSC SUBSTANDARD HOUSING 17920.3. Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building: (a) Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance. (d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly. These local and state laws I have quoted expressly do not authorize the local government to improperly use federal housing funds to deny me the housing services requested. See the movie Power Property Management and city employees say Black tenants not entitled to Fair Housing.

https://youtu.be/VbFj_JK1QE. The Unruh civil rights act provides protection from discrimination by all business establishments in California, including housing and public accommodations. The term "business establishments" may include governmental and public entities as well. The Act is meant to cover all arbitrary and intentional discrimination by a business establishment on the basis of personal characteristics similar to those listed above. (Source:Google). City HCDLA employees include Ann Sewill, Catherine Taylor-Gomez, Luz Santiago, Bessy Corrales, Kim Ly, Claudia Castillo, Veronica McDonnell, Sean Spear, Roberto Aldape, Daniel V. Gomez, Mathew Holen, David Zaitz, Anna Ortega, Valeria Steffens, Marcella D. Shurley. Tenants at this address include Carolyn Estevez, Vivian Depree, Daniel (unit 5), Jennifer Pesce (unit 6), M. Baney, T. Ruggieri, Kenny, R. Reyna, Kassandra Harris, M. Brown, C. DeLeon and B. Sohn, B. Bellio, C. Peterson, T. Cammasano. This building 1522 Hi Point St 90035 has new owners that I have been told. The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe, and Meghan Haynes of Bold Partners Investors. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above. Thomas Khammar, agent of the owner, claims that parking stall #8 is a tandem stall; that is a fraudulent statement as stall #8 is a single car stall. A new owner is liable for any nuisance conditions not addressed by the previous owner. Date: July 28, 2022. How many code violation complaints does a Black Man such as myself have to file before he can get an extra parking stall and a working intercom or maintenance? Maintenance is what I pay for monthly so the city government is without grounds to assist the owner in denying me rights under the rent agreement. Since the rent agreement says maintenance is "including but not limited to", the city has no authority to use federal funds to deny me repair or replacement of the intercom. Further the rent agreement does not say the intercom is to be excluded from maintenance. I have offered to make the repairs myself but the owner and city is unresponsive. "Per the City of Los Angeles municipal code 62.104, property owners are responsible for the maintenance of curb adjacent to property. SEC. 62.104. REPAIRS TO SIDEWALKS, DRIVEWAY APPROACHES, CURB RETURNS AND CURBS. (Title and Section Amended by Ord. No. 184,596, Eff. 1/16/17.) (b) Responsibility for Maintenance. The owner of a Lot shall maintain any Sidewalk, Driveway Approach, Curb Return or Curb on the Lot in such condition that the Sidewalk, Driveway Approach, Curb Return or Curb will not endanger any Person or property passing thereon or violate the Americans with Disabilities Act. All rights reserved." Wood seemed unaware of the owner liability for repairing the curb. I believe he said General Services should handle it. There is a conflict here as to which department handles it. In the meantime any person who walks down the street can file a claim against the city for the curb not being addressed. I believe units 10, 11, 13, 14, 15, 16, 17, 18, 2,3,4,6,7 are being used for illegal home sharing. Wood did not address what are the qualifications needed for me to get the old intercom repaired or replaced? What are the qualifications for me to get the 2015 new intercom hooked up to my unit 9? What are the qualifications for me to have my single auto parking stall striping extended to make a tandem parking stall? What are the qualifications for me to receive an extra parking stall? What are the qualifications for me to receive full and equal housing services as a Black male tenant in the city of Los Angeles? I should only have to ask these questions once; the restoration of services should take less than an hour and not more than 35 days. Negligence. Tortious interference. Yet I continue to pay rent. 2/8/23. GJ Johnson. Words: 3778.

09/01/2023

EXH 70-007

On Thursday, February 9, 2023 at 11:03:02 AM PST, Richard Brinson <richard.brinson@lacity.org> wrote:

Mr Geary Johnson, Please be advised I have received and reviewed the new complaint you filed on 2-8-2023 for your unit 9 at 1522 Hi Point. After reviewing the complaint I determined it is a duplicate to complaint 844729 which you filed on 1-25-2023 and for which we performed an inspection on 2-6-2023 and issued a Notice to Comply(NTC) to the owners to make corrections to the observed deficiencies in your unit. Complaint case 844729 will be closed as a duplicate and no further activity will be performed. The NTC included a compliance date of 3-16-2023 and re-inspection date and time of 3-20-2023 at 8:30 am.

Richard Brinson
Senior Housing Inspector
Case Manager LAHD West Office
Los Angeles Housing Department
E: richard.brinson@lacity.org



09/01/2023

EXH 70-008

09/01/2023

Exhibit 7/



PACIFIC OAKS

9405 5112 0620 3799 4085 77
OF 43 pages

150 N Robertson Blvd., Suite 300
Beverly Hills, CA 90211
T. 310.652.2562 F. 310.967.3898

4/12/2023

Re: Geary Johnson
DOB: 10/27/1953

To Whom It May Concern:

I am the treating physician for housing tenant Geary Johnson. The patient has a medical condition that limits his major life activities. As a result of his disability, he occasionally experiences episodes of disorientation and dizziness, balance issues, and trouble maintaining body fluids.

Because of this disability, he seeks an accommodation from the housing provider for

- (1) The repair or replacement of the unit's intercom system and
- (2) Assignment to a tandem parking stall in the secured parking lot at Geary Johnson's residence which is 1522 Hi Point St Apt 9, Los Angeles, California 90035.

The housing services requested will help maintain the health of Geary Johnson by assuring that he will be able to receive intercom notification of food, medical supplies, and emergency responders; being assigned to a secured tandem parking stall will assure that the patient's health is protected i.e. walking, standing, lifting, bending and so he will not be exposed to the health hazards of street parking during the use of his vehicle.

Providing the housing services requested will help reduce their feelings of anxiety of not receiving mail or deliveries because of a lack of working intercom and anxiety felt when not being able to park his vehicle in a secured area.

For any other questions please feel free to contact me at our office (310)-652-2562.

Sincerely,
Dr. Marcus Tellez, DO

4/12/23

EXH 71-001

09/01/2023

09/01/2023

Exhibit 72

? Mailbox lock Repair at 1522 Hi Point 9 - St 90035 ?

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Thursday, April 13, 2023 at 06:38 PM PDT

To whom it may concern:

A gentleman with white hair appeared at our door about 6 p.m. He was trying to get in the door as we witnessed the door knob jiggle and turn. We opened the door. He claimed he was there to change the mailbox key and the unit door key because he was told the tenant had vacated. I read his work order and the address was correct. I let him know the mailbox jammed lock had been reported and repaired in May 14 2022 and perhaps he had the wrong address or the order was mixed up. I thought someone was trying to break in the unit; he said he was prepared to do so in order to change the lock. I let him that we still live n and have possession of the unit.

To err on the side of caution, I remind you that it is illegal to change locks in order to force a tenant out of the unit; this is called illegal self-help eviction. I realize there are numerous landlords who sue a tenant for unlawful detainer but never serve the complaint on the tenant then lie to the court the tenant has been served. This is also illegal. Retaliation because a tenant has complained is also illegal.

All rights reserved.

Geary J. Johnson
1522 Hi Point St 9
Los Angeles CA 90035
 Phone 323-807-3099

09/01/2023

EXH. 72-001

09/01/2023

Exhibit 73

Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for Accommodation at 1522 Hi Point St 90035

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; meghan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; meghan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Thursday, April 13, 2023 at 04:34 PM PDT

California Code, Civil Code - CIV § 1954

Meghan Haynes at Bold Partners Owner Hi Point 1522 LLC
520 Pacific Street #5
Santa Monica, CA 90405

Power Property Management, Inc.

8885 Venice Blvd Suite 205 Los Angeles CA 90034 Agent for Hi Point 1522 LLC

Richard Brinson

Senior Housing Inspector

Ann Sewill Director

Mayor Karen Bass

LAHD West Office Los Angeles Housing Department

City of Los Angeles

To Meghan Haynes and Power Property Management Inc. et al:

Jade Beck, Liliana Morales, Twyla Rucker, Jeanette Conway, Alva Corado, Jacqueline Gallardo, Brent Parson, Julia Gran, Kaleena Wiley, Carmen Joseph, Kristofer Gordon, Justice Walker, Fidel Medino, Shireen Davis, Jamie Swisher, Daisy Moreno, Javier Guevara, Alva Corado, Miquel Mercado, Danielle Herron-Wilson, Julia Gran, Cynthia Reynosa, Cameron Morse, Chris Thrasher, Monika Bohana, Gina Purgave, Stephen Leider, Nisi Walton (Power Property Management Inc employees as seen on the internet):

EXH 73-001

1. There has been no response to my complaint that there is illegal home sharing occurring at this address. I have provided the evidence to the city Housing Department and Planning Department. Illegal home sharing tenants are being provided numerous housing services denied to me because I am a Black male.

2. The original agreement regarding tandem parking is that the cost was included in the rent. Without any waiver of that, I signed an agreement with the new owner which was a condition set down by the previous owner that I am "first come first served" for the tandem parking and that I should pay a separate \$50 per month for the tandem parking. The current owner has refused to honor that agreement. I am first come first served for the tandem parking over many of the tenants/home sharing guests on the property. The owner continues to benefit financially and otherwise from my rent payments even though the rent checks state they are made "under duress."

3. The intercom unit 9 still has not been repaired or replaced, an entitlement under the rent agreement and the state Unruh Act, **which makes the owner and those who act in concert as Racists**, and also makes them liable for harassment as denial of housing services is considered harassment. White tenants becoming new tenants do not have to wait eight years for a working intercom or available secured tandem parking.

4. Hundreds to thousands of tenants across the city have the use of parking and/or tandem secured parking stalls; hundreds to thousands of tenants across the city have the use of intercom front door to unit systems whether apartment dwellers or condominium owners. I as a Black, male tenant entitled to the protections of the Unruh Act, CC section 51, am not asking for anything unreasonable. I am sure as a former Senator, Mayor Karen Bass, a Black female, must have an inkling of these legal entitlements.

5. I attach a letter dated 4/12/22 from my doctor requesting an **accommodation due to disability**. Under the Fair Housing Amendments Act, it is unlawful discrimination to deny a person with a disability a reasonable accommodation of an existing building rule or policy if such accommodation may be necessary to afford such person full enjoyment of the premises. Please keep this request for accommodation confidential, as required by federal law. Please contact me within the next ten days to discuss this important issue. I look forward to your response and appreciate your attention to this matter. I would like to have the equal opportunity to live in and enjoy this residence. This is at least my third request. **This letter is provided to the property owner, management company, and the Los Angeles Housing Department which includes the RSO, REAP, and code enforcement divisions that have the power to restore services requested due to my disability.** The owner and city have previously made up excuses why the services have not been provided. I view those reasons as pretextual and the real reasons are that the city and owner intentionally want me to be harmed and denied housing services because I am a Black male, over the age of 45 and have a disability. The city has represented that mathematically 2-1 is not a reduction, that 100%-90% is not a reduction. The city is incorrect. The owner has incorrectly alleged that in order for unit 9 intercom to work, the building has to be rewired. I witnessed 15 units receive working intercoms and the building was not rewired; my intercom wiring is already in the wall; each of the 15 units and tenants received working intercoms in less than 2 months each. The city and owner have made distinctions that deny me (and my roommate, another Black male American) the right to full and equal housing services and privileges no matter my race, sex, age, or disability. See attached declarations from Black Americans R. Bellamy, C. White and B. Wilson.

6. **Kitchen sink repairs.** I memorialize that on April 11, 2023, in response to my request, repairs were made by "InHouse Handyman" by Benjamin and another worker. About 8:35 am to 10:40 am. The kitchen sink garbage disposal, previously replaced in 2019, was replaced. I engaged in a

EXH. 73-002

discussion with Benjamin about the intercom need for repair. This constitutes use of my time at \$21 per hour which I hereby bill the owner and the city for still not making the repairs or extending stall #8 parking stall stripes. My labor here to research the intercom is \$21/hour times 2 hours = \$42.00 in damages. The sink still needs repair as it was previously reported (and noted by Benjamin) that the opening and line for the **sink sprayer hose** is not secure or operating as intended.

7. **Bathroom toilet repairs needed.** My records show the guts of the toilet were last replaced in 2019. Again the toilet water is running when it is supposed to be off. It is not operating as intended. Also, something which should have been handled in 2019 but was not then or recently, there is no **shut off valve for the toilet**. Either it was broken off or not ever there. A recent maintenance person who resurfaced the entire bathroom shower should have noticed the missing shut off valve as he worked in the area. The toilet running and need for shut off valve is not an emergency.

8. Re the secured parking lot. There are 18 one bedroom units and 20 parking stalls. Parking is assigned by number but the number does not correspond to the apartment units. Of the 20 parking spaces, seven are tandem therefore there are a total of 28 parking spaces. There are always extra spaces and the owner does frequently change parking assignments. There is no posted list of what unit is assigned to which parking stall. The tenant in unit 4 has one vehicle but has a tandem parking stall and working intercom; that tenant is a white female. I am being denied full and equal housing services and privileges that the tenant unit 4, a white female, has. **The denial of housing services I have requested is intentional and intended to cause harm and has caused harm to me.** For every email I send and every code violation complaint that does not result in the entitled services, I will charge the city and owner labor of \$42.00 for any and all communications past the original one.

9. **Screen repair is needed to parking lot side screens.** Either the screens are not flush to the frame or the screen is ripped open. This will be reported to code enforcement.

10. If management wishes to enter the unit, you must get the key from the resident manager or PPM office. There is no waiver of any rights under CC section 1954. If I have to be here for any inspections where I have not waived my rights, which has happened a few times, I will charge for the cost of my labor. Again if you need to enter the unit for something not an emergency, please contact the management office for the key. **IF YOU FEEL YOU CAN OR MUST CALL ME ON THE PHONE TO GAIN ENTRY IN THE ABSENCE OF A POSTED WRITTEN NOTICE, OR OTHERWISE, I WILL PROMPTLY CONSIDER THIS LABOR ON MY PART AND CONSIDER A LAWSUIT TO RECOUP THE DAMAGES.** It is not my job to explain the need for repairs over and over when management is negligent in inspecting their work or inspecting the outside screens or inspecting the intercom or parking lot. **IF I SAY I AM NOT AVAILABLE,** it means I am not available or paid to follow up or inspect repairs made or not made. If I choose to be in my apartment when repairs are being made, it is because I am exercising my right to peaceful enjoyment.

11. I asked Benjamin about repairs to the intercom on 4/11/23. He said he did not have information on that.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9

EXH 73-003

09/01/2023

Los Angeles CA 90035

Phone 323-807-3099

c: (email) James Cortes, Civil Rights Department California; Governor Gavin Newsom

Ref:

"I believe that Mayor Karen Bass, Ann Sewill, Tricia Keane, Daniel Huynh, Anna E. Ortega, Luz C. Santiago, and the LA Housing Department, are racist and corrupt against me as a Black male because I have complained about denial of intercom repair and denial of tandem parking in a city rent controlled building". Published to city documents at the link: https://clkrep.lacity.org/onlinedocs/2022/22-1509_PC_PM_01-09-2023.pdf.

ref:

City Council President EUNISSES HERNANDEZ, First District PAUL KREKORIAN, Second District BOB BLUMENFIELD, Third District NITHYA RAMAN, Fourth District President Pro Tempore KATY YAROSLAVSKY, Fifth District CURREN D. PRICE, JR., Ninth District VACANT, Sixth District MONICA RODRIGUEZ, Seventh District MARQUEECE HARRIS-DAWSON, Eighth District Assistant President Pro Tempore HEATHER HUTT, Tenth District VACANT TRACI PARK, Eleventh District JOHN S. LEE, Twelfth District HUGO SOTO-MARTÍNEZ, Thirteenth District KEVIN DE LEÓN, Fourteenth District TIM MCOSKER, Fifteenth District

References: city clerk published to the internet

<https://recordsrequest.lacity.org/requests/23-1320>

<https://recordsrequest.lacity.org/requests/22-4904> <https://recordsrequest.lacity.org/requests/22-1672>

<https://lacity.nextrequest.com/requests/21-10536> <https://recordsrequest.lacity.org/requests/21-10460> http://clkrep.lacity.org/onlinedocs/2012/12-0049-S26_PC_PM_09-21-2022.pdf

REFERENCE

To: Chief Michel Rey Moore Los Angeles Police Department 100 W. 1st Street

Los Angeles CA 90012-4112

First Class Mail and Certified Mail 9407 1112 0620 3466 9568 44

Director FBI

10385 Vista Sorrento Pkwy

San Diego CA 92121-2703

First Class mail and Certified Mail 9407 1112 0620 3466 9561 89

Director FBI

11000 Wilshire Blvd Fl 17

Los Angeles CA 90024-3672

First Class Mail and Certified Mail 9407 1112 0620 3466 9560 59

EXH. 73-004

FBI Director Christopher A. Wray
 FBI
 935 Pennsylvania Ave NW
 Washington, DC 20535-0001

First class mail and Certified Mail 9407 0111 200620 3466 9564 46

HEALTH AND SAFETY CODE - HSC

DIVISION 13. HOUSING [17000 - 19997] (*Division 13 enacted by Stats. 1939, Ch. 60.*)

PART 1.5. REGULATION OF BUILDINGS USED FOR HUMAN HABITATION [17910 - 17998.3] 17920 (e)

Enforcement" means **diligent** effort to secure compliance, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this part, "enforcement" may, but need not, include inspections of existing buildings on which no complaint or permit application has been filed, and effort to secure compliance as to these existing buildings.
(emphasis added).

Denying a tenant the use of parking spaces breaches the covenant of quiet enjoyment because the parking space is essential to the tenant's use and enjoyment of the premises. Sierad v. Lilly (1962) 204 CA2d 770, 775, 22 CR 580, 583.

Termination or reduction in services breaches the covenant of quiet enjoyment. Public Employees Retirement System v. Winston (1989) 209 CA3d 205, 208, 258 CR 612, 613.

(This email is also intended as an amicable offer to settle court case Petition for Writ of Mandate 23STCP00644 filed Los Angeles Superior Court 2/28/23).



2023-4-12 Public Copy Dr Signed Request for RA G Johnson.pdf
 521.7kB



2017-5-17 Bellamy 1522 Report re Intercom Unit 9.pdf
 50.5kB



2016-1-1 Declarations Wilson and Johnson re Intercom 1522.pdf
 1.6MB



2015-3-23 Amended Byron Signed Declaration re Parking to HCIDLA.pdf
 76.7kB



2022-9-6 Declare from Dr. Cloud on Intercom and Parking.pdf
 769.4kB

09/01/2023

EXH 73-005

09/01/2023

Exhibit 74

CC section 1954 Violation - Intent to Arrest for Trespassing- Harassment By Owner

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com;
09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com;
meghan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org;
lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov;
mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org;
councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org;
councilmtgitems@santamonica.gov; highpoint1522@gmail.com;
09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; meghan@boldpartnersre.com;
cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org;
councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org;
councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org;
james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com;
contact.lapdonline@gmail.com

Date: Friday, April 14, 2023 at 10:42 AM PDT

Please have your repair people--in house or otherwise---refrain from calling me or my roommate on the phone.

I see phone calls from you this morning that constitute harassment and interference with peaceful enjoyment of the premises.

If you need to enter the unit, AS I HAVE STATE NUMEROUS TIMES BEFORE, post the proper written notice under CC section 1954 and give the 24 hour written notice. I do not waive any rights.

If you appear at the door and attempt entry without the 1954 notice, or you continue to call me on the phone, I will file a police complaint for harassment and illegal entry of the premises and trespassing.

The police are being notified herein by email.

The police have advised me to defend myself by not opening the door.

Feel free to contact me by email or postal mail.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

EXH. 74-001

09/01/2023

LAPD
contact.lapdonline@gmail.com

09/01/2023

ExH-74-002

09/01/2023

Exhibit 75

Kitchen Sink Repair but no Bathroom toilet repair. No Intercom and Parking Stall repair. Housing Rights for Black Americans

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com;
09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com;
meghan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org;
lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov;
mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org;
councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org;
councilmtgitems@santamonica.gov; highpoint1522@gmail.com;
09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; meghan@boldpartnersre.com;
cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org;
councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org;
councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org;
james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Monday, April 17, 2023 at 10:42 AM PDT

Meghan Haynes at Bold Partners Owner Hi Point 1522 LLC 520 Pacific Street #5
Santa Monica, CA 90405

Power Property Management, Inc.
8885 Venice Blvd Suite 205 Los Angeles CA 90034 Agent for Hi Point 1522 LLC

Richard Brinson

Senior Housing Inspector

Ann Sewill Director

Mayor Karen Bass

LAHD West Office Los Angeles Housing Department City of Los Angeles

To Meghan Haynes and Power Property Management Inc. et al:

Jade Beck, Liliana Morales, Twyla Rucker, Jeanette Conway, Alva Corado, Jacqueline Gallardo, Brent Parson, Julia Gran, Kaleena Wiley, Carmen Joseph, Kristofer Gordon, Justice Walker, Fidel Medino, Shireen Davis, Jamie Swisher, Daisy Moreno, Javier Guevara, Alva Corado, Miquel Mercado, Danielle Herron-Wilson, Julia Gran, Cynthia Reynosa, Cameron Morse, Chris Thrasher, Monika Bohana, Gina Purgave, Stephen Leider, Nisi Walton (Power Property Management Inc employees as seen on the internet):

This shall memorialize that your maintenance crew was here this morning about 9:10 am to 9:50 am.

The cover for the kitchen sink sprayer hose was repaired so that it is now water tight.

No attempt was made to address the following issues:

EXH. 75-001

1. Unit intercom is not functioning as intended.
2. Parking stall striping stall #8 has not been extended to make a tandem parking stall.
3. The bathroom toilet is missing the knob for the shut off valve. Attached is a picture of the pipe missing the knob, which is a health and safety code violation.
4. No attempt was made to repair the window screen which is either ripped or not flush with the window, which is a health and safety code violation.

In addition, by mistake the door was unlocked. Otherwise the repair person would not be able to enter because he did not get the key from the office to get in the unit. I did not voluntarily let the repair person into the unit.

Again, please make sure to supply the repair person with the key to the unit so they have access to make the repair upon the section CC 1954 written notice to enter.

The repairperson said he was not told to repair the bathroom toilet pipe although I did show it to him.

Attached is a picture showing the bathroom toilet missing knob area.

Attached is the housing agreement and change in terms dated 2021-11-4 "Written Notice Change for Parking by Johnson" which shows that landlord and myself agreed to supply me with a tandem parking stall.

Thousands of apartments and condos across the city are designed with intercom systems as a necessity. Thousands of apartments and condos across the city have onsite parking and/or secured parking and/or tandem parking stalls.

Attached is the city "2023-2-7 HP 1522 Notice and Order to Comply" in which the city government intentionally did not address the non-working intercom unit 9 to cause harm to myself as Black male American. **Many white tenants across the city have the privilege of a working intercom.**

Denying a tenant the use of parking spaces breaches the covenant of quiet enjoyment because the parking space is essential to the tenant's use and enjoyment of the premises. Sierad v. Lilly (1962) 204 CA2d 770, 775, 22 CR 580, 583.

Termination or reduction in services breaches the covenant of quiet enjoyment. Public Employees Retirement System v. Winston (1989) 209 CA3d 205, 208, 258 CR 612, 613.

(This email is also intended as an amicable offer to settle court case Petition for Writ of Mandate 23STCP00644 filed Los Angeles Superior Court 2/28/23).

All rights reserved. I am a Black, male, over aged 45, American.

Geary J. Johnson
1522 Hi Point St 9
Los Angeles CA 90035
 Phone 323-807-3099

EXH 75-002

c: James Cortez, CRD employee
Governor Gavin Newsom

Reference city clerk Records Request:
<https://recordsrequest.lacity.org/requests/23-3793>



2021-11-4 Written Notice Change for Parking by Johnson.pdf
884.4kB



2023-4-17 Pic Toilet Unit 9 with no Shut Off Valve.jpeg
2.2MB

09/01/2023

EXH 75-003

09/01/2023

Exhibit 76

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Mailbox, Intercom, Parking, Harassment at Hi Point Apts

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Monday, April 24, 2023 at 11:43 AM PDT

To whom it may concern:

I memorialize the phone talk today with Power Property Management Inc. employee Edna at phone 310-499-2808 at about 10:00 am. She had left a previous message saying she was calling from Power Property on behalf of Hi Point Apts LLC and calling about a mailbox lock repair and that she wanted to close out the order.

I asked twice was she calling about the intercom repair. She either did not answer or seemed confused that a mailbox is not an intercom. I explained that an intercom is not the same as the mailbox.

I said "Are you calling about the intercom repair, are you calling about that?" She said, "Yes, yes, yes." I sensed she was confused so I said "Are you calling about the intercom or the mailbox lock?" She answered, "Yeah. the mailbox". "Yes," I said, "because it is two different things."

I asked Edna did someone say it was broken. She said, "I think you need to get keys for that."

"My question is did someone report that it was broken?" I asked. Big pause. She explained that there was a work order.

I told her the need for mailbox key had been reported around June 2022, that I had emailed Power on June 12, 2022 that the repair had been made around May 14, 2022.

I asked again, "Did someone say (recently) that is is broken?"

Edna: "I think you need to get keys for that."

"My question is did someone report that it is broken?" I asked. "Do you have a record that it was repaired or do you have a new report or what? We do not have a clue here."

EXH 76-001

09/01/2023

Edna: "So the mailbox key, you already have that key?"

Me: "Yes, it was done last May. If there is any other problem with the mailbox, I am not aware of it."

She indicated she only called to close the work order on the mailbox key.

I indicated I was concerned because the repair was here a few days ago to change the mailbox and unit door key and I was not aware of the reason for that, but the repairmen said he was told the unit was vacant.

I told her that we have not vacated the unit.

She said the need for the mailbox key indicates this is a new unit. I disagreed and said we have lived here for a number of years.

Being that this has happened repeatedly in terms of the mailbox lock, and since the conversation includes intimidation to make us vacate the unit, this is hereby **reported as harassment to city government housing**.

Further evidence of harassment is that the intercom this unit remains unusable and I have not been assigned a tandem parking stall as requested.

The owner of the property, and others named herein, remain in violation of the state Unruh Act.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

I am a Black, male, over the age of 45 and has a disability, all protected categories under the state Unruh Act, such liability by the said respondents to address and comply with.

Included by reference: email sent
Thursday, April 13, 2023 at 04:34 PM PDT

(This email is also intended as an amicable offer to settle court case Petition for Writ of Mandate 23STCP00644 filed Los Angeles Superior Court 2/28/23).

09/01/2023

EXH. 76-002

09/01/2023

Exhibit 77

Fw: Attention need for Intercom Repair and parking stall striping - LASC Court Case

From: G Johnson (tainmount@sbcglobal.net)

To: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfeld@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com

Date: Thursday, April 27, 2023 at 08:36 AM PDT

Geary Juan Johnson

Phone 323-807-3099

----- Forwarded Message -----

From: G Johnson <tainmount@sbcglobal.net>

To: Alltime - Maintenance Department <maintenance@alltimemaintenance.com>

Sent: Thursday, April 27, 2023 at 08:34:43 AM PDT

Subject: Re: Attention need for Intercom Repair and parking stall striping - LASC Court Case

Thanks for your reply.

I do not know what a work order is. Since I have been given Power Property's emails and 99% of the time I email or call and the work is taken care of. I submitted a "work order" as long as I have been a tenant at this address. The owner is well aware of the housing services not addressed because I have email and fax numbers that appear on their website, I have sued the management company in court, they have sued me, the matter has been the subject of numerous code violation complaints filed with the city. The owner agent has appeared in court numerous times on this matter. **There is no requirement in my rental agreement that I have to submit a work order.** I also have letters from the management company where they say contact them if I need services. There is no mention of a work order being needed. The city housing department recently ruled that the owner has engaged in harassment by denying requested services. That decision applies also to those who act in concert with the owner. You claim the owner has to "authorize" you to make the repairs. I have a letter from Meghan Haynes of Bold Partners authorizing you, so you have no excuses. You are an agent of the owner and liable under the state Unruh Act.

You have an obligation under the Unruh Act to provide "full and equal" housing services. Your claim that you do not have a work order and that the owner "authorized" you is unacceptable and not a legitimate reason. The owner ---by letter in my possession---has authorized you to provide the housing services requested including repairing the intercom and extending stall #8 striping to make it a tandem stall. **My rental agreement mandates you provide the services requested.**

I am a Black, male, over the age of 45, with a disability.

You have been given adequate notice.

Geary Juan Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

cc: Civil Rights Department (California)

Ref: California Unruh Act

On Friday, March 17, 2023 at 02:12:23 PM PDT, Alltime - Maintenance Department <maintenance@alltimemaintenance.com> wrote:

Hi Geary,

My apologies but you have to contact your management company about these repairs.

They have to authorize us to take care of them. If you haven't made a Work order yet, I suggest submitting one for their seeing.

Thank you.

On Fri, Mar 17, 2023 at 2:00 PM G Johnson <tainmount@sbcglobal.net> wrote:

Alltime Maintenance
2020 Camfield Ave
Los Angeles, CA 90040
(323) 209-2500

Bilquees Q:

On February 20, 2023, I wrote you:

EXH 77-001

09/01/2023

"KITCHEN SINK BACKSPLASH

Previous maintenance people who entered the unit recently should have noticed that the backsplash area either concrete or plaster contains a few cracks. Concrete could either end up in our food or result in damage to the garbage disposal. Please address this or contact the owner. I believe this is also a the city code enforcement mentioned."

"INTERCOM SYSTEM

I see no mention of the intercom system for this unit which has needed repair or replacement since 2014. (Over 8 years ago). If you know anyone who can give me an estimate of the cost to repair it, please let me know. If you know anyone who can give me an estimate to show me how to fix it myself, please let me know. This is my attempt to mitigate the damages."

"Renter shall not alter the premises, nor wallpaper any portion thereof, nor repair any damage there too, except through licensed, if a professional is approved in advance by the owner in writing before or after an initial inspection on termination per civil code section 1947. Rent agreement unit 9

Since you are the licensed professional, I am reaching out to you again in efforts to have the intercom and tandem stall extend striping addressed and any estimates you can give for the repairs. The owner has already indicated to me that tenants unit 9 are entitled to intercom and entitled to a tandem parking stall.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

reference: Los Angeles Superior Court case Johnson v Los Angeles Housing Department, filed 2/28/2023, case 23STCP00644, Real party in interest H 1522 LLC.



Maintenance Department | CSLB #1033999 | Alltime Maintenance Inc.
(323) 209-2500 | 2020 Camfield Ave | Los Angeles, CA 90040 |
<https://www.alltimemaintenance.com/>

This e-mail message and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom it is addressed. If you have received this e-mail message in error or as an unintended recipient, you may not use, copy, nor disclose to anyone this message or any information contained in it. Please notify the sender by reply e-mail and delete the message. Thank you.

2022-12-28 LAHD Closing CE273371.pdf
499.5kB

09/01/2023

EX-77-002

09/01/2023

Exhibit 78



1023

BYRON WILSON

DATE 5-1-23

Hi Point LLC

Seven hundred Sixty-Nine and 00/100ths

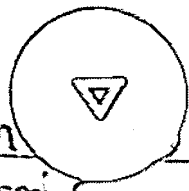
ally BANK.

523 H. F. R. St #7

Rent May 2023

1023

1023



09/01/2023

Exhibit 79

New code violation complaint re 1522 Hi Point St 90035- a rent controlled property

From: G Johnson (tainmount@sbcglobal.net)

To: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov;
mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org;
councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org;
councilmtgitems@santamonica.gov; cityatty.help@lacity.org; councilmember.hernandez@lacity.org;
councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org;
councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org;
councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov;
gavin@gavinnewsom.com

Date: Monday, May 1, 2023 at 03:31 PM PDT

EUNISSES HERNANDEZ, First District
PAUL KREKORIAN, Second District
BOB BLUMENFIELD, Third District

NITHYA RAMAN, Fourth District
President Pro Tempore
KATY YAROSLAVSKY, Fifth District
CURREN D. PRICE, JR., Ninth District
VACANT, Sixth District

MONICA RODRIGUEZ, Seventh District

MARQUEECE HARRIS-DAWSON, Eighth District
Assistant President Pro Tempore
HEATHER HUTT, Tenth District
VACANT
TRACI PARK, Eleventh District

JOHN S. LEE, Twelfth District

HUGO SOTO-MARTÍNEZ, Thirteenth District

KEVIN DE LEÓN, Fourteenth District

TIM MCOSKER, Fifteenth District

To whom it may concern:

Code Violation complaint 855304 has been filed with the Los Angeles Housing Department.

I am a Black male tenant over the age of 45, and with a disability, entitled to all rights under the State Unruh Act, civil code section 51,52. I am being harmed by your denial of secured tandem parking and your denial of a working intercom.

The issues of the **code violation complaint** include but are not limited to:

EXA 79-001

09/01/2023

The intercom need for repair
The secured tandem parking not assigned
The disability request for accommodation/modification
HVAC Mini-Ductless
Continuing obligations- rent agreement
Illegal home sharing
Maintenance crews prevented from making repairs to intercom and parking
REAP complaint (abatement of a nuisance)
Missing toilet shut off valve
Abuse of federal funds to deny housing services
Arbitrary and intentional discrimination
Window screens
Crack in bedroom wall

The code complaint can be seen on the Internet at
<https://wp.me/p57D2C-1IU> or see city records request
<https://recordsrequest.lacity.org/requests/23-4254> .

All rights expressly reserved.

Geary J. Johnson
Tenant
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

I am a Black male tenant over the age of 45, and with a disability

09/01/2023

EXH. 79-002

09/01/2023

Exhibit 80

Submission for City LAHD Case CE280933 - re Harassment by Landlord

From: G Johnson (tainmount@sbcglobal.net)

To: lahd.rso.central@lacity.org

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; maintenance@alltimemaintenance.com

Date: Wednesday, May 3, 2023 at 11:19 AM PDT

To whom it may concern:

This was submitted thru the LAHD portal, in case the portal was not working, this is a copy.

This is being copied to the Property Owner Meghan Hayner.

Thank you.

Geary J. Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099



May 3 2023 Complaint Letter New LAHD Harass.pdf
978.4kB

09/01/2023

EXH. 80-001

09/01/2023

Exhibit 81

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits



RENT

LAHD Case Number - CE280933

CONFIRMATION

Your complaint has been received!

Investigative staff will contact you within 3 business days.

In the meantime, should you have any general questions regarding the Rent Stabilization Ordinance (RSO), please call our hotline at (866) 557-7368

Sign up for our electronic newsletter at:

<https://housing.lacity.org/about-us/subscribe-to-newsletters>

Thank you.

DONE

Copyright © 2012 - 2023, Los Angeles Housing Department (LAHD). All Rights Reserved.

09/01/2023

EXH-81-001

1522 Hi Point St 9
Los Angeles CA 90035
323-807-3099
email: tainmount@sbcglobal.net

Wednesday, May 3, 2023

Re: VIOLATION TENANT ANTI-HARASSMENT ORDINANCE
Submitted city portal or fax or email

Respondents

Meghan Hayner, Owner

Hi Point 1522, LLC.
520 Pacific Unit 5
Santa Monica, CA 90405
818-219-1587

Power Property Management, Inc.

8885 Venice Blvd #205
Los Angeles CA 90034
310-593-3955
agent for Hi Point 1522 LLC

All-Time Maintenance

2020 Camfield Ave,
Commerce, CA 90040
323-209-2500

09/01/2023

1. Tenant has a right to insist on 24 hour written posted notice.
2. Tenant has requested written notice repeatedly by email but frequently ignored by owner. See list of emails between January and April 2023 below.
3. Respondent has continued to harass tenant by not complying with CC 1954 when requested by tenant.
4. Respondent has continued to deny repairs intercom and tandem parking stall extension of stripes.
5. Respondent received actual notice that owner agent Thomas Khammar said building needs to be rewired in order to repair intercom, but even though owner continues to accept my rent payments, All-Time Maintenance refuses to make the repairs to the intercom and the parking stall
6. The city ordinance 187109 defines "rental unit" as **"all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities."**
7. Respondents are engaging in violation of SEC. 45.33. TENANT HARASSMENT sections 1, 2, 3, 6, 8, 13, 16 including but not limited to the facts: "eliminating housing services required by a lease, contract or law, including the elimination of parking" i.e. eliminating maintenance/repair/replacement of the intercom system and eliminating tandem parking from unit 9 tenants; "Failing to perform and timely complete necessary repairs and maintenance required by Federal, State, County, or local housing, health, or safety laws" per code violation complaints to the LAHD code enforcement department including but not limited to code violation complaint 855304; "Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954"; "misrepresenting to a tenant that the tenant is required to vacate, a rental unit or enticing, a tenant to vacate a rental unit through an intentional misrepresentation, or the concealment, or omission of a material fact"; "Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy" i.e. Respondent has engaged in acts or omissions of refusing to repair

or replace the intercom system unit 9 and refused to assign unit 9 tenants to a tandem parking stall, irregardless of the fact the Respondent has said unit 9 tenants are entitled to a working intercom by rewiring the building (rewiring the jurisdiction of the city Los Angeles Housing Department) and saying that tenants unit 9 already have a tandem parking stall but Respondent refuses to identify which tandem stall by number thus interfering with tenant right to use and enjoy the rental unit; "Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws" i.e. Respondent has discriminated against claimant due to his race, Black, sex, male, age over 45 and he has a disability, and by denying requested housing services a violation of the state anti-discrimination Unruh Act; "Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy: i.e based on the emails included herein.

8. Any oral agreement to enter must be made a week in advance. Respondent has repeatedly engaged in making repair appointments by phone or email the same day or next day in utter disregard to CC 1954 requirement of one week notice.
9. Respondents have engaged in a violation of CC 1954 even after tenant repeatedly asked for compliance with CC section 1954. See emails requesting compliance.
10. Tenant has repeatedly told Respondent he does not waive any rights under CC 1954 and that Respondent should strictly go thru the management office to get the key and make repairs. Most recently All-Time maintenance came out but did not have the key to get in the unit. Tenant complaints on this were ignored. Tenant did not voluntarily let the owner in the unit.
11. Other times one week notice not followed by the owner after oral agreement to enter.
12. At no time has Respondent advised tenant that he has rights under CC 1954 and that consent at time of entry can only occur "other than normal business hours". Respondent has attempted

EXH B1-004

consent to entry that does not comply with CC section 1954 and ignores the required one week time period.

13. Even after repeated acts of harassment by Respondent, the intercom and secured tandem parking stall remain unaddressed.
14. Tenant has been harassed by workers claiming they needed to change the lock (illegal eviction) because they were told the unit is vacant. Tenant has given no notice that the unit is vacant; such adequate notice to the owner of harassment has been ignored.
15. The owner has abused the right of access to the unit.
16. The owner has entered the unit numerous times over the last six months. The owner has had the opportunity to make repairs requested but has intentionally refused to do so in order to harm tenants unit 9, and has harmed tenants unit 9. Tenant making this complaint is a Black, male, over the age of 45, and with a disability, and entitled to full and equal housing services (Unruh Act), such services denied by the owner and those the owner acts in concert with.
17. The All-Time Maintenance alleged they had not made repairs to the intercom because they do not have a "work order". My response was that no work order is needed because the owner has adequate notice of the need for the intercom repair, and has said (and not denied it) as told to All-Time Maintenance, that the building needs to be rewired to repair the intercom; that statement to me is the approval for the work to be done. Nevertheless, that is not a legitimate reason for the work not to be done.
18. At no time has owner particularly All-Time Maintenance advised tenant that he has the right not to consent to any oral agreement to enter the unit and that he does not have to permit entry if the owner does not give 24 hour written notice, does not give one week notice, and does not comply with the other provisions of CC 1954.
19. The owner has adequate notice and opportunity to rewire the building to repair the intercom unit 9 and has intentionally refused to do so, as the proximate harm to claimant has occurred.
20. Under CC 1954, " No notice of entry is required under this section: ... If the tenant is present and consents to the entry at the time of entry." Tenant does not consent to entry at time of the entry, and tenant does not waive his right to written 24 hour notice as detailed under CC 1954, or otherwise one week notice if orally agreed to. Tenant has expressly asked the owner to comply with

these provisions and the owner has continued to violate the CC 1954 for purposes of harassment. If the owner needs to make another key because the key has been lost, the owner has not made tenant aware of that.

21. CC section 1954 states "The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services." This tenant has the voluntary right to orally agree to entry to the unit, but the tenant has no obligation to do so; thus tenant has the legal option to request written notice or request one week notice if the agreement to enter is oral. Owner cannot force, harass, or intimidate the tenant if the tenant chooses not to enter into an oral agreement to enter the unit, or give up tenant rights under CC 1954.
22. If the owner needs to make necessary or agreed repairs, he needs to give written notice. The owner has the key.
23. If the tenant has expressly requested written notice, as in this case, and does not make an oral agreement, the owner must give the written notice.
24. Owner also cannot require the tenant to be present for any repairs as that would disturb the tenant's quiet enjoyment of the premises.
25. Respondent had failed to engage in an interactive process regarding tenant request for accommodation/modification.
26. To the owner: my obligation is to report the need for housing services. If I do so by email or letter or fax, I have fulfilled my obligation. I am not obligated to answer any further questions or engage in a dialogue or mediation or argument with the owner or maintenance company or do anything extra which disturbs my quiet enjoyment of the premises. Please communicate in writing by email or letter, not phone or text, unless you have an emergency.
27. One of claimant's disabilities is obvious. Respondent has received adequate notice of the obvious disability.
28. By email December 29, 2022 at 9:11 am the owner was given a copy of the city decision December 28, 2022 notice of case closure re harassment by owner, case CE273371.
29. Below is a list of emails to be included in this complaint. The city was CC'd on many if not all of these emails so the city already has copies.
30. Attached is email subject "Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for

Accommodation at 1522 Hi Point St 90035" dated 4/13/23 at 4:34 pm pm. saved as 2023-4-13 Email Request for RA and Services
31. Attached is email subject "Kitchen Sink Repair but no Bathroom toilet repair. No Intercom and Parking Stall repair. Housing Rights for Black Americans" dated 4/17/23 at 10:42 am. saved as 2023-4-17 Email Sink But No Bathroom Repair.pdf

All rights reserved.

/s/ Geary J. Johnson
Tenant/Claimant

Cc: Property Owner via email/fax

Reference emails included by reference/attached. Most if not all of these emails are already in possession of the Los Angeles Housing Department. The titles below are file names and are not necessarily the actual subject matter name on the emails.

JANUARY 2023 EMAILS/FAXES

2023-1-25 Email owner and city services needed.pdf
2023-1-31 Email on services Needed.pdf
2023-1-12 Email Respond to Khammar on Repairs.pdf
2023-1-20 Email Owner City Services Needed.pdf
2023-1-14 Email on Services Denied.pdf
2023-1-16 Email Requesting Services.pdf
2023-1-30 EMAIL re housing services denied.pdf
2023-1-15 Email Services Needed.pdf
2023-1-23 Email second or repairs amd stove.pdf
2023-1-23 Email owner notified of gas leak.pdf
2023-1-17 Fax to PPM w Email on Services
2023-1-13 Email Repairs Needed.pdf
2023-1-12 Fax Email re Repairs Response to Khammar
2023-1-23 Email third Memorialize heater.pdf
2023-1-25 Email Stove Needs Replace.pdf

May 3 2023

Page 6 of 8

LAHD Complaint

EXH 81-007

09/01/2023

FEBRUARY 2023 EMAILS/FAXES

2023-2-15 Email on Power Call From Ben.pdf
2023-2-11 Email services needed.pdf
2023-2-15 Email on Wrong 1954 Notice.pdf
2023-2-20 Email on Stove and Backsplash.pdf
2023-2-17 Email on Stove Repair Set.pdf
2023-2-17 Email on Chaulking Repair.pdf
2023-2-6 Email Memorialize City Inspection.pdf
2023-2-13 Email re Opening and Grout Repair.pdf

MARCH 2023 EMAILS/FAXES

2023-3-13 Email Services and Accommodation.pdf
2023-3-8 Email Request for accommodation.pdf
2023-3-6 Email Request for Accomodation.pdf
2023-3-17 Email Repair Company Only.pdf

APRIL 2023 EMAILS/FAXES

2023-4-27 Email All Time Maintenance.pdf
2023-4-24 Email on Edna and Services Needed.pdf
2023-4-13 Email Request for RA and Services.pdf
2023-4-5 Email to LAHD Brinson Reply.pdf
2023-4-13 Email Owner on Illegal Eviction.pdf
2023-4-17 Email Sink But No Bathroom Repair.pdf
2023-4-14 Email on Attempt at Illegal Entry.pdf
2023-4-5 Email on Garbage Disposal Repair.pdf
2023-4-5 Email second on repair Sink Disposal needed.pdf

Reference

Harassment Ordinance

Section 45.32

Landlord. "Landlord" refers to any owner, lessor, sublessor, manager, and/or person, including any firm, corporation, partnership, or other entity, having any legal or equitable right of ownership or possession or the right to lease or receive rent for the use and occupancy of a rental unit, and whether acting as principal or through an agent or representative or successor of any of the foregoing.

Rental Unit. "Rental Unit" refers to all dwelling units, efficiency dwelling units, guest rooms, and suites, as defined in Section 12.03 of this Code, all housing accommodations as defined in Government Code Section 12927, all duplexes, condominiums and single-family homes in the City of Los Angeles, rented or offered for

rent for living, dwelling and/or human habitation purposes, the land and buildings appurtenant thereto, and **all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities**. This term shall also include mobile homes, whether rent is paid for the mobile home and the land upon which the mobile home is located, or rent is paid for the land alone. Further, it shall include recreational vehicles, as defined in California Civil Code Section 799.29, if located in a mobile home park or recreational vehicle park, whether rent is paid for the recreational vehicle and the land upon which it is located, or rent is paid for the land alone.

09/01/2023

09/01/2023

Exhibit 82

Upcoming Opportunity to Repair for May 8, 2023 at 1522 Hi Point St Unit 9 at 90035

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Saturday, May 6, 2023 at 11:17 AM PDT

Reference LAHD RSO complaint CE280933 Harassment by Landlord

Dear property owner Meghan Hayner/Hi Point 1522 LLC:

1. I have the received the attached Notice to Enter Premises dated 5/5/23 and the previous 4/14/23 Notice to Enter Premises. These represent an "opportunity" on your part to address the requested repairs and housing services.
2. I attach the PCH notice of potential price award ("Publisher's Clearinghouse") that indicates some of the damages to me as a result of the failure to repair the non-working intercom.
3. As 30 days have passed since the original 2014 to current request for intercom repairs, the failure to rectify the intercom is retaliation on your part as defined under the state Unruh Act.
4. On March 13, 2023, an email from me was received by you entitled "Continued Request for Reasonable Accommodation and Continued Request for Housing Services Intercom Repair and Tandem Parking". Within 30 days later, on April 13, 2023, the requested housing services had not been supplied. This is determined to be retaliation because I complained. Please remit the required monetary damages for retaliation.

5. The issues of the **code violation complaint** include but are not limited to:

The intercom need for repair

The secured tandem parking need for assignment or extend striping

The disability request for accommodation/modification

HVAC Mini-Ductless

Continuing obligations- rent agreement

Maintenance crews prevented from making repairs to intercom and parking REAP complaint (abatement of a nuisance)

Missing toilet shut off valve

EXH A2-001

09/01/2023

Arbitrary and intentional discrimination
Window screens

Crack in bedroom wall
Illegal home sharing; host not in residences
Concrete cracks behind kitchen sink backsplash
Nuisance
General dilapidation, or lack of maintenance

6. I notice your Notice to Enter Premises says under "a. Necessary or agreed repairs or inspection". That is a falsification of CC section 1954 so please remove the word "inspection" under section "a." from future notices. CC section 1954 does not give the owner the right to an automatic inspection of the premises. Inspection is only allowed under certain circumstances like civil code section 1950.5(f), which does not apply to the notices from you attached. CC section 1954 states "To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5." Notice "inspection" is only allowed under 1950.5(f), so the manner in which your notice is written is incorrect.

7. As you know, (Unruh Act) "All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever. but you are not in compliance with that Unruh Act provision as there are "home sharing" tenants/guests in the building. While I am primarily concerned with the intercom and secured tandem parking, I have also complained about the other services denied to me as a Black male, over the age of 45, with a disability, and that denial of such services has caused harm to me in that (1) my rights under the Unruh Act have been violated and (2) I have been denied services provided to home sharing tenants/guests including but not limited to:

Mini split duct air conditioning and heating,
DACK app and entry code for smartlock,
Owner provided Wi-Fi and high speed Spectrum Internet,
Maid service,
Desk with chair and lamp,
Guest parking,
A full maintenance team, who can deal with most repairs within 24 hour,
A fully loaded kitchen,
Bedding and towels,
Air purifier,
anti-allergic mattress encasement
& disposable slippers with your wellness in mind

8. I suspect on May 7, 2023, as is your custom, the intercom and tandem parking will not be addressed. I reserve the right to file a new code violation/RSO/REAP complaint on or about May 8, 2023.

9. I reserve the right to file a new state CRD ("Civil Rights Division") complaint against you and those you act in concert with.

EXH A2-002

09/01/2023

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles, CA 90035
Phone 323-807-3099

From Code Complaint 851127; Code violation complaint 855304. Email March 13, 2023.
Email March 17, 2023. Email Thursday, April 13, 2023 at 04:34 PM PDT. Email Monday, May 1, 2023 at 03:15 PM PDT

Electrical wiring, disconnected, and or abandoned
Defective, deteriorated or bare electrical wiring
Failure to obtain clearance from the housing and community investment department
Lack of approved, electrical, lighting wiring, and or electrical equipment
Owner or responsible party not in residence and contact information not posted
Unapproved units
Change of use or occupancy without building, permit and certificate of occupancy

Additional Comments (excerpt)

Intercom not repaired or replaced

Tandem parking stall striping not extended
Ceiling to floor crack in wall in bedroom
Illegal home sharing; host not in residences
Concrete cracks behind kitchen sink backsplash
Nuisance
General dilapidation, or lack of maintenance

"Under 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship."



2023-5-5 PPM Notice to Enter and also 4-14.pdf
1MB



2023-4-10 Received PCH Alert Prize Potential Award.pdf
481.4kB

EXH 82-003

09/01/2023

09/01/2023

Exhibit 83

Opportunity to Repair for May 11, 2023- Memorialization- Intercom and Tandem Parking NOT addressed

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfeld@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Thursday, May 11, 2023 at 12:07 PM PDT

Reference LAHD RSO complaint CE280933 Harassment by Landlord

To whom it may concern:

This shall memorialize that this morning between 10:00 am and 11:15 am repairs were made to this unit. A crack in a bedroom wall was re-plastered; the bathroom toilet shut off valve was installed; the pump in the toilet bowl was replaced; a window screen was re-aligned to prevent insects entry.

Nisi Walton, Power Property Management Inc employee, was on site and I was able to meet with her in the unit.

I appreciate the repairs, but I note here that the intercom remains un-usable and not working. I am still without a tandem parking stall or maintenance has not extended the striping to create a tandem parking stall for stall #8. This means that the actions today of not addressing the intercom or tandem parking is intentional to cause harm, and the racial and otherwise arbitrary discrimination by the owner ---and others in concert---is the proximate cause of damages to me of not receiving full and equal housing services requested. I did not mention these items to Nisi or repairmen this morning because the owner already has adequate notice (monthly or weekly emails and endorsed rent checks).

The owner is aware that whites(non-Blacks) in tandem parking stalls 17-19 have parking for two cars while I do not have such privilege; the owner is aware that whites in stalls 17-19 have working intercoms while I do not.

I have previously forwarded to the owner five declarations under penalty of perjury regarding the intercom and/or parking; these declarations are from **four Black males**.

EXH 83-001

09/01/2023

All rights reserved. The cost to prepare and email this is \$42.00 in damages for housing services that were not addressed.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

I am A Black Male over the age of 45 with a obvious disability and disability

Ref. state Unruh Act, CC 51, 52

c: State Civil Rights Department

09/01/2023

EXA83-002

09/01/2023

Exhibit 84

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Unlawful Retaliation by Owner and City Government - Deprivation of Housing Services

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: patrice.doehrn@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfeld@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Friday, May 12, 2023 at 09:48 AM PDT

Reference LAHD RSO complaint CE280933 Harassment by Landlord

CRD case 202201-15997931--Johnson/ City of Los Angeles HCIDLA and REAP Department

"James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church."

"(Re Emmett Till). Several nights after the incident in the store, Bryant's husband Roy and his half- brother J.W. Milam were armed when they went to Till's great-uncle's house and abducted Emmett. They took him away and beat and mutilated him, before shooting him in the head and sinking his body in the Tallahatchie River. Three days later, Till's body was discovered and retrieved from the river."

"There was some kind of scuffle two hundred yards down the street, again strangely noiseless, and a huddled knot of men opened up to reveal two brawlers being separated and pulled away from their fight. What I saw next gave me a fright: in the farther distance, beyond the listless crowd, the body of a lynched man dangling from a tree. The body was slender, dressed from head to toe in black, reflecting no light. It soon resolved itself, however, into a less ominous thing: dark canvas sheeting on a construction scaffold, twirling in the wind."

— Teju Cole, Open City

To whom it may concern:

1. This is a follow up to the email of May 11, 2023 at 12:07 pm. regarding continuing retaliation after my complaints about racial discrimination and denial of housing services.
2. I am a Black male, over the age of 45, with a disability, and entitled to

ExA.84-001

"All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever." The Unruh Act also establishes your liability as a property owner or government entity.

3. Due to the intentional acts of the owner, and the city housing department acting on concert, I am still being denied housing services working intercom, repairs to the intercom, and denial tandem parking stall. The parties have refused to engage in an interactive process regarding the request for accommodation/modification. Thirty days have passed since the requests for accommodation/modification and other requests for housing services. This is determined by law to be unlawful retaliation. The parties have adequate notice of my race, sex, age, and disability, and act intentionally because of those protected categories; separate complaints to the owner, city agencies, endorsed rent checks, code enforcement complaints alleging violations of Unruh, emails, prove the causal connection between the parties discriminatory intent and the denial of requested housing services and such denial of housing services results in me being harmed in that I do not have such housing services and do not have "full and equal" housing services. The parties can voluntarily follow the dictates of the Unruh Act; they can voluntarily provide the housing services requested; it is not by accident that the parties continue to deny myself the services requested. The intent of the parties is to make a distinction that causes harm to me. Such distinction by the parties is unlawful discrimination and unlawful retaliation because I complained.

4. This was written to you on May 6, 2023 but none of this was addressed by Nisi Walton on May 11, 2023 at the unit:

"While I am primarily concerned with the intercom and secured tandem parking, I have also complained about the other services denied to me as a Black male, over the age of 45, with a disability, and that denial of such services has caused harm to me in that (1) my rights under the Unruh Act have been violated and (2) I have been **denied services provided to home sharing tenants/guests including but not limited to:**

Mini split duct air conditioning and heating,
 DACK app and entry code for smartlock,
 Owner provided Wi-Fi and high speed Spectrum Internet,
 Maid service,
 Desk with chair and lamp,
 Guest parking,
 A full maintenance team, who can deal with most repairs with in 24 hour, A fully loaded kitchen,
 Bedding and towels,
 Air purifier,
 anti-allergic mattress encasement

& disposable slippers with your wellness in mind"

5. Nisi Walton, agent of the owner, on May 11, 2023 in person, intentionally refuses to address:

The intercom need for repair
 The secured tandem parking need for assignment or extend striping
 The disability request for accommodation/modification

EXH 84-002

09/01/2023

HVAC Mini-Ductless

Continuing obligations- rent agreement

Maintenance crews prevented from making repairs to intercom and parking REAP complaint (abatement of a nuisance)

Arbitrary and intentional discrimination

Illegal home sharing; host not in residences Concrete cracks behind kitchen sink backsplash Nuisance

General dilapidation, or lack of maintenance (intercom)

The below REAP complaint is supported by the December 28, 2022 order from the rent stabilization division. See attachment.

6. My rent checks April 1, and May 1, 2023, endorsed, benefits the owner as well as the city government of Los Angeles. My rent checks read (as they have for the last three years): "Paid under duress for rent, intercom repairs, parking tandem or two cars."

7. Attached is the "2021-11-4 Written Notice Change for Parking by Johnson" which is the owner evidence that unit 9 tenants were assigned to stall #14 (a tandem stall) and moved to stall #8 (under the threat of eviction). The form is signed by owner agent at the time Cliff Renfrew. **The form is proof that parking was reduced from tandem to single.** Nisi Walton, agent of the owner, intentionally refuses to enter a discussion of this parking issue.

8. . That these areas are not addressed, and as the owner and city have adequate notice of my protected status, is proof of the parties' violation of the Unruh Act as their actions are intentional to cause harm. I have been harmed because my rights under Unruh have been violated, and I am harmed because I do not have the services requested.

9. Nisi Walton, as well as the city government, has adequate notice that the owner thru agent Thomas Khammar has said unit 9 tenants already have a tandem parking stall. Nisi Walton knows this is not true because current stall 8 is a single stall. Nevertheless, Walton does not address the assignment to a tandem stall nor what race qualifies for the unit 9 tenants to get a tandem parking stall. See picture of stalls 17-19 all occupied by white tenants who only have one car each. Nisi Walton does not answer the question due to her intentional discrimination against myself because of my race Black, sex Male, age over 45, and with a disability; Nisi's actions are a proximate cause of the harm to me.

10. Not including emails, faxes, first class mail, the parties received adequate notice thru code violation complaints: two in 2020, eight in 2021, four in 2022, and four in 2023.

11. All parties have received adequate notice of their legal liability under the Unruh Act.

12. I have received a few recent calls from the code enforcement division requesting to set up appointments to inspect. I would be glad to be available if you tell me you are going to inspect and cite for the intercom and the tandem parking; **so far I have been told you will not do so.** Therefore there is no need for me to be available; if you need access to the unit or property, contact the owner. As long as the intercom remains unusable and the tandem parking is not supplied, I will continue to engage in a redress of my grievances.

13. The cost to prepare and email this is \$42.00 in damages for housing services that were not addressed.

EXH. 84-003

09/01/2023

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
 Phone 323-807-3099

The Power of Racism Is Among Us

"Invidious discrimination is the treatment of individuals in a manner that is malicious, hostile, or damaging." (Javorsky .v Western Athletic Clubs, Inc. (2015) 242 Cal.App.4th 1386, 1404 [195 Cal.Rptr.3d 706].) The purpose of the Unruh act is to prohibit businesses from engaging in unreasonable, arbitrary or invidious discrimination. *Howe v. Bank of America N.A.*, 179 Cal. App.4th 1443, 1450 (2009) (quoting *Sunrise Country Club Assn. v. Proud* 190 Cal. App.3d 377, 381 (1987)).

City Council Agenda Links Submitted as "Communications from the Public"

20-0807

https://clkrep.lacity.org/online/docs/2020/20-0807_PC_AM_05-09-2023.pdf

COVID-19/ Charter Section 245(b) / Board of Harbor Commissioners Actions / June 18, 2020 / Danning Gill / Nossaman LLP / So. Cal Ship Services / Pacific Bell Telephone Company / Berth 182 Slope Repair Project, etc.
 Submitted May 5, 2023
 Published May 9, 2023

20-1598

Submitted May 5, 2023

California Statewide Communities Development Authority (CSCDA) / Low-Cost Tax-Exempt Financing / Middle-Income Rental Housing / Community Improvement Authority Membership
https://clkrep.lacity.org/online/docs/2020/20-1598_PC_AM_05-09-2023.pdf
 Published May 9, 2023

21-1073-S1

Rail to Rail Corridor Project / Los Angeles County Metropolitan Transportation Authority / Memorandum of Understanding / Payment

Submitted May 5, 2023

https://clkrep.lacity.org/online/docs/2021/21-1073-S1_PC_AM_05-09-2023.pdf

Published May 9, 2023

23-0900-S1

https://clkrep.lacity.org/online/docs/2023/23-0900-S1_PC_AM_05-09-2023.pdf

Tujunga Avenue / Calvert Street / Lighting District

Submitted May 5, 2023

Published May 9, 2023

From Code Complaint 851127; Code violation complaint 855304. Email March 13, 2023. Email March 17, 2023. Email Thursday, April 13, 2023 at 04:34 PM PDT. Email Monday, May 1, 2023 at 03:15 PM PDT

Electrical wiring, disconnected, and or abandoned

Defective, deteriorated or bare electrical wiring

Failure to obtain clearance from the housing and community investment department Lack of approved, electrical, lighting wiring, and or electrical equipment

Owner or responsible party not in residence and contact information not posted Unapproved

File 83-004

units

Change of use or occupancy without building, permit and certificate of occupancy

Additional Comments (excerpt)

Intercom not repaired or replaced

Tandem parking stall striping not extended Ceiling to floor crack in wall in bedroom

Illegal home sharing; host not in residences Concrete cracks behind kitchen sink backsplash
Nuisance

General dilapidation, or lack of maintenance
(Redacted from email May 6, 2023)

Complaint for Referral to REAP for inclusion of 1522 Hi Point St Apts 90035- Continuing Wrongs and New Damages

From: GJohnson(tainmount@sbcglobal.net)

To: hcidla.reap@lacity.org; lahd.reap@lacity.org; mayor.helpdesk@lacity.org

Cc: 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; brent@powerpropertygrp.com;
hcidla.rso.central@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.harris-dawson@lacity.org;
councilmember.rodriguez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.martinez@lacity.org;
paul.koretz@lacity.org; councilmember.price@lacity.org; councilmember.buscaino@lacity.org;
councilmember.lee@lacity.org; councilmember.cedillo@lacity.org; councilmember.bonin@lacity.org;
councilmember.kevindeleon@lacity.org; megan@boldpartnersre.com

Date: Friday, September 23, 2022 at 08:30 AM PDT

Complaint for Referral to REAP for inclusion of 1522 Hi Point St Apts 90035

Dear REAP department:

I am a tenant referring this building and residential unit(s) for inclusion in REAP.

"SEC. 162.03. REFERRAL TO REAP. (Added by Ord. No. 173,810, Eff. 4/16/01.)

Any City or County agency or **any tenant** may refer any building or residential unit within the scope of this article to the Department for inclusion in REAP if the following conditions are met:

- i. The building or unit is the subject of one or more Orders;
- ii. The period allowed by the Order for compliance, including any extensions, has expired without compliance; and
- iii. The violation affects the health or safety of the occupants, or, if the unit is subject to the RSO, the violation results in a deprivation of housing services, as defined in Section 151.02, or a habitability violation, as defined in Section 153.02.

In its referral, the City or County agency shall indicate if the violations are of a nature or extent that they are likely to exist in or affect units that have not been inspected. The RAC shall promulgate regulations setting forth criteria for determining when that condition exists.

As below as it relates to 1522 S Hi Point Street zip 90035:

1. RSO building built prior to 1978 presumed to have presence of lead based paint and asbestos
2. RSO unit
3. Owner notified
4. HCIDLA notified

EXH 84-005

09/01/2023

5. See work stop orders and notices to comply previously issued against the building
6. Deprivation of housing service: door entry intercom system for this apartment 9 and other apartments 8 and 5 since May 2015 and continuing
7. Deprivation of housing service tandem parking stall for this apartment 9 since May 2015 and continuing

8. Failure to provide tandem parking stall for this apartment 9 since May 2015 and continuing; health and safety violation 9. Tandem parking at 1522 Hi Point St is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.

10. Maintenance to the intercom system at this address is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.

11. The door entry intercom system at this address is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.

12. Fifteen units have undergone primary renovations in this building. All such units received a new intercom as part of the replacement of the previous intercom. Code enforcement inspectors issued finals for occupancy for all units that received new replacement intercoms.

13. The city government has assumed authority over the intercom system and the parking stalls as housing services.

14. The intercoms for units 9, 8, 5 remain un repaired and unusable.
15. These REAP violations are a violations of the tenants peaceful enjoyment of the premises.
16. The intercom door entry equipment on the outside front of the building replaced the previous door entry intercom system.
17. The building door entry intercom system is only partially functioning and thus is nuisance, maintenance, and electrical violations under the jurisdiction of REAP.

I hereby demand that 1522 S Hi Point St 90035 be placed into the REAP program on the following grounds, including but not limited to, and that all 18 tenants receive a rent reduction of 50%.

1. Peeling paint exterior timber clad letters and numbers
2. Rear inside hallway structural defect unsafe loose wobbly stair railing previously reported as structural defect 3. Intercom unit 9 not maintained;
4. intercom not fully functioning from front outside building;
5. (removed)
6. Deprivation of maintenance to intercom
7. Deprivation of housing services: tandem parking stall
8. Floors, stairways, or railing not maintained in good repair (rear stairway wobbly and unsafe)

I refer to a 2015 order from the Los Angeles County Public Health department in which they ordered the door entry **intercom system repair** by 2015 (corrected 2016) but the repair or replacement never occurred. The non-working intercom is still in units 9, 8, and 5. The non-working intercom box is on the outside of the building and for the use of all eighteen tenants and the Public. With the exception of the intercom in unit 9, all code violations herein are common to all tenants of the 18 units, i.e the Intercom is for the use of all 18 units and tenants as well as the Public.

The parking area is surrounded by a security gate, of which I as a tenant pay for but cannot use. (Revised: Denial full and equal benefits i.e tandem parking stall),

Some of these violations were the subject of a city Capital Improvements rent increase and may also constitute failure of a capital improvement.

The above violations are under the authority of city Los Angeles REAP as they are nuisance conditions, structural hazards, failure to manage, maintenance, electrical and lack of uniform compliance.

I refer to city notices to comply and SCEP notice indicate the building is not in uniform compliance and has been declared to be substandard.

EXH 84-006

I am told by code enforcement that these issues have been the subject of hundreds of city of Los Angeles code violation complaints. The period for compliance has expired; the building or unit is the subject of one or more Orders, the violations result in **deprivation of housing services and/or habitability/health and safety violations.**

The intercom system and parking stalls were available at the inception of the unit 9 tenancy. The intercom system was partially replaced in 2015 by the owner and subject to the city Capital Improvements program.

The owners of the property are:

Hi Point 1522, LLC
520 Pacific Street #5

Santa Monica CA 90405
meghan@boldpartnersre.com

Ph. 818-219-1587

Hi Point 1522 LLC

8885 Venice Blvd Suite 205 Los Angeles CA 90034
 Hi Point 1522 Managers Holdco LLC 8885 Venice Blvd Suite 205, Los Angeles CA 90034

Hi Point 1522 Managers LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034 Hi Point 1522 TJ Entity LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

The property is managed by:

Power Property Management, Inc. a corporation dba Power Property Group Agent Brent Parsons 8885 Venice Blvd Ste 205 Los Angeles, CA 90034

Kassandra Harris AKA Kassy Harris 1522 Hi Point St No. 12
 Los Angeles CA 90035
 (resident manager)

Phone numbers for the owner/manager are: 213-908-8008 or 310-593-3955.

This complaint is filed pursuant to a continuing Unruh complaint filed with the Department of Fair Employment and Housing against the city government of Los Angeles.

I understand a female tenant who was white asked for parking stall #13 to be extended which it was. I was denied a similar and equal privilege to the white tenant.

See attached Order from the County Health Department (Chen).

Since wrongs and damages are continuing, under the rent agreement, the law allows me to pursue this complaint again.

SEC. 151.02. DEFINITIONS.

(Amended by Ord. No. 184,822, Eff. 4/30/17.)

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section. Words and phrases not defined herein shall be construed as defined in Sections 12.03 and 152.02 of this Code, if defined therein. **(Amended by Ord. No. 176,544, Eff. 5/2/05.)**

Capital Improvement. The addition or replacement of the following improvements to a rental unit or common areas of the housing complex containing the rental unit, providing such new improvement has a useful life of five (5) years or more: roofing, carpeting, draperies, stuccoing the outside of a building, air conditioning, security gates, swimming pool, sauna or hot tub, fencing, garbage disposal, washing machine or clothes dryer, dishwasher, children's play equipment permanently installed on the premises, the complete exterior painting of a building, and other similar improvements as determined by the Commission.

Ref No 14-007

Provided, however, that the complete exterior painting of a building shall only be considered as an eligible capital improvement once every ten (10) years. **(Amended by Ord. No. 165,251, Eff. 11/20/89.)**

Housing Services. Services connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance, including painting. This term shall also include the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits privileges or facilities. **(Amended by Ord. No. 154,808, Eff. 2/13/81.)**

Landlord. An owner, lessor, or sublessor, (including any person, firm, corporation, partnership, or other entity) who receives or is entitled to receive rent for the use of any rental unit, or the agent, representative or successor of any of the foregoing.

Primary Renovation Work. **(Added by Ord. No. 176,544, Eff. 5/2/05.)** Work performed either on a rental unit or on the building containing the rental unit that improves the property by prolonging its useful life or adding value, and involves either or both of the following:

1. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Los Angeles Municipal Code.
2. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws.

Rent. The consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a rental unit, including but not limited to monies demanded or paid for the following: meals where required by the landlord as a condition of the tenancy; parking; furnishings; other housing services of any kind; subletting; or security deposits. **(Amended by Ord. No. 154,808, Eff. 2/13/81.)**

REAP EXCERPT:

Habitability Violation. Any violation of Section 1941.1 of the California Civil Code, or a reduction or elimination of the following services if contracted for by the tenant, or if provided to the tenant at the time the tenant moves into his or her rental unit: elevators, **security gates**, and air conditioners.

Order. Any order or notice to comply, correct or abate a condition or violation issued by the Department, the Department of Building and Safety, the Health Department, the Fire Department, or their successors.

2. Upon acceptance of the complaint from a tenant or an enforcement agency, if the complaint is supported by an Order, then the complaint shall be treated as a referral to the REAP and rent reduction under Section 162.03, and shall be processed under that section.

I am a Black male tenant entitled to all privileges and accommodations under the state Unruh Act, and under the rental agreement.

All rights reserved.

Geary Juan Johnson

1522 Hi Point St Apt 9 Los Angeles CA 90035

323-807-3099

09/01/2023



2022-12-28 LAHD Closing CE273371.pdf
499.5kB

EXH 24-008



2021-11-4 Written Notice Change for Parking by Johnson.pdf
884.4kB



2023-5-5 Cars Parked 17-19 Tandem.jpeg
4.2MB

09/01/2023

EXH. 84-009

09/01/2023

Exhibit 85

LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Tuesday, May 23, 2023 at 12:12 PM PDT

City Los Angeles Housing Department
1200 W 7th Street Floor 1
Los Angeles CA 90017

To whom it may concern and City of Los Angeles Housing Department.

1. Your online portal for complaints (LAHD) is not working.
2. This complaint relates to the above city case number.
3. This complaint is also for **reduction in services and reduction in rent**.
4. The city housing department has adequate notice that an intercom system was installed at this address on or about 1973.
5. The city housing department has adequate notice that a door keypad entry system was installed at this address on or about 1973.
6. The city housing department was provided evidence of pictures on the internet showing the installed intercom and keypad system prior to 2010.
7. The city housing department has adequate notice that in city case Capital Improvements number 50505SM the intercom and keypads were at issue.
8. The intercom was available at the inception of my tenancy in 2010. This unit is a month to month rental agreement.
9. The keypad system was available at the inception of my tenancy.
10. In 2015 case 50505SM, the city granted a rent increase to the owner for the keypads and intercom installation (pictures to city show they were installed as one unit) even though tenants testified the owner never supplied receipts for the alleged repairs.
11. As of May 19, 2023, the owner at this address removed the intercom and keypad systems at the front door. I was a witness to this about 9 am to 12 pm. See attached pictures.
12. As of today at this time, the intercom and keypad system pictured have no signs of functionality. It appears to be an electrical device that is accessed by a phone app. I have not received any notice from the owner of how to use the device.

EXH 85-001

09/01/2023

13. I received no advance notice that the intercom and keypad would be removed.
14. Since the keypad removal we have not been able to receive deliveries, friends, or guests as most are used to using the keypad system. Based on a view of the new intercom system, the keypad for deliveries appears to be incorporated in the device. But I have no access to use it.
15. Especially for the sake of the owner also (see owner emails above), since the install of the new intercom system and door apparatus, the front door is not shutting all the way as intended. Sometimes it shuts securely, sometimes it does not, especially when closed from a short distance.
16. As first written notice to the owner, the water pressure to the kitchen sink hot water is very low and is not operating as intended; I surmise it may be a piping problem or problem with the hot water tank. It had been sporadic, now the low pressure is constant. Please address this.

I demand a rent reduction because of the removal of the keypad and intercom system that was done on May 19, 2023. This rent reduction may apply to all tenants. **The rent reduction should continue until the intercom and keypad is fully functioning.**

Two tenants have already complained to me about not being able to get deliveries since they do not have the code for the keypad. This is an 18 unit controlled building being used in many instances for hotel and home sharing purposes without a hotel use permit.

The owner of the property is Meghan Hayner, Hi Point 1522 LLC, at 520 Pacific Street #5, Santa Monica, CA 90405. Phone 818-219-1587.

I remind all that we still have not been assigned a tandem parking stall, as requested since 2015. To the Mayor and Council I ask: what are the qualifications to get a tandem parking stall?

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

I am a Black male, aged over 45, and with a disability.



2023-5-19 Intercom 1522 Pic 3 of 3.jpg
3.8MB



2023-5-19 Intercom 1522 Pic 1 of 3.jpg
1.5MB



2023-5-19 Intercom 1522 Pic 2 of 3.jpg
3.5MB

EXH 88-002

09/01/2023

Exhibit *86*

18 US Code section 1701 Obstruction of Mails

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com;
09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com;
meghan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org;
lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov;
shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org;
paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org;
councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com;
09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; meghan@boldpartnersre.com;
cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org;
councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org;
councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org;
james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com;
thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontend@powerpropertygrp.com;
nisi@powerpropertygrp.com; richard.brinson@lacity.org

Date: Thursday, May 25, 2023 at 09:03 PM PDT

To whom it may concern:

I understand that the building access for mail by postal service and other delivery carriers or persons will be delayed another week or so. This is unacceptable.

Under 18 USC section Ch. 83: Postal Service, whoever knowingly and willfully obstructs or retards passage of the mail shall be fined or imprisoned.

I believe the fine is \$1,000 per day.

I demand you restore immediately the ability to receive postal deliveries at this location.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

09/01/2023



Virus-free www.avast.com

EXH 86-001

09/01/2023

Exhibit 87

LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: patrice.doehrn@dfec.ca.gov; tina.walker@dfec.ca.gov; susan.strick@lacity.org; contact.center@dfec.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfec.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Sunday, May 28, 2023 at 12:44 PM PDT

City Los Angeles Housing Department
1200 W 7th Street Floor 1
Los Angeles CA 90017

To whom it may concern and City of Los Angeles Housing Department.

1. Your online portal for complaints (LAHD) is not working.
2. This complaint relates to the above city case number.
3. This complaint is also for reduction in services and reduction in rent.
4. The city housing department has adequate notice that an intercom system was installed at this address on or about 1973.
5. The city housing department has adequate notice that a door keypad entry system was installed at this address on or about 1973.
6. The city housing department was provided evidence of pictures on the internet showing the installed intercom and keypad system prior to 2010.
7. The city housing department has adequate notice that in city case Capital Improvements number 50505SM the intercom and keypads were at issue.
8. The intercom was available at the inception of my tenancy in 2010. This unit is a month to month rental agreement.
9. The keypad system was available at the inception of my tenancy.

EXH 87-001

09/01/2023

10. In 2015 city case 50505SM , the city granted a rent increase (capital improvements) to the owner for the keypads and intercom installation (pictures to city show they were installed as one unit) even though tenants testified the owner never supplied receipts for the alleged repairs.

11. As of May 19, 2023, the owner at this address removed the intercom and keypad systems at the front door. I was a witness to this about 9 am to 12 pm. See attached pictures of the new intercom system.

12. As of today at this time (May 28, 2023), the intercom and keypad system pictured have no signs of functionality. It appears to be an electrical device that is accessed by a phone app. It is attached to the front door and electrical system by two wires. I have not received any notice from the owner of how to use the device.

13. I received no advance notice that the old intercom and keypad would be removed.

14. Since the keypad removal we have not been able to receive deliveries, friends, or guests as most are used to using the keypad system. Based on a view of the new intercom system, the keypad for deliveries appears to be incorporated in the device. But I have no access to use it and damages are a proximate result of the actions of the landlord and city government employees.

15. Especially for the sake of the owner also (see owner emails above), since the install of the new intercom system and door apparatus, the front door is not shutting all the way as intended. Sometimes it shuts securely, sometimes it does not, especially when closed from a short distance. Health and safety issue.

16. As first written notice to the owner, the water pressure to the kitchen sink hot water is very low and is not operating as intended; I surmise it may be a piping problem or problem with the hot water tank. It had been sporadic, now the low pressure is constant. Please address this.

I demand a rent reduction because of the removal of the keypad and intercom system that was done on May 19, 2023. This rent reduction may apply to all tenants. The rent reduction should continue until the intercom and keypad is fully functioning.

Two tenants have already complained to me about not being able to get deliveries since they do not have the code for the keypad. This is an 18 unit rent controlled building being used in many instances for hotel and home sharing purposes without a hotel use permit.

The owner of the property is Meghan Hayner, Hi Point 1522 LLC, at 520 Pacific Street #5, Santa Monica, CA 90405. Phone 818-219-1587.

I remind all that we still have not been assigned a tandem parking stall, as requested since 2015.

EXH. 87-002

09/01/2023

I remind code enforcement that I have no legal obligation to be present for inspections by code enforcement even if I have made a code violation complaint. Code enforcement is liable to contact the property owner for access to the property. As code enforcement has vowed not to inspect the intercom system, I reserve the right not to be present or available for such KKK type attitude and practice. Prior to May 19, 2023 fifteen units had functioning intercoms. As of May 19, no unit has a functioning intercom or front door keypad access. The KKK code enforcement department can inspect the intercom system at the front of the building without needing access to the interior. The code enforcement department can get access from the owner to get into the property. Whether I am available or not, the LAHD is still liable to conduct a diligent inspection.

According to the State Building and Safety Department, the code enforcement department (and LAHD) has liability for all portions of the property including the intercom system and the striping for the parking stalls.

I remind LAHD that Costa Hawkins allows a vacancy de-control; as to rent increases to market rate, but does not authorize increasing the cost of utilities and passing on to tenants the cost of utilities previously paid by the landlord thru the total rent amount. This constitutes an illegal rent.

To the Mayor and Council I ask: what are the qualifications to get a tandem parking stall at this location?

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

References:

Real Estate broker license complaint against Thomas Khammar.
Petition for Writ case against LAHD City of Los Angeles.
CRD retaliation case filed against the parties.
City LAHD Harassment complaint CE280933.
Court TRO file.

09/01/2023



Virus-free www.avast.com

~~CE280933~~ 87-003

09/01/2023

Exhibit 88

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

BYRON WILSON
1522 HI POINT ST.
9
LOS ANGELES, CA 90035

97-311/1240

1024

DATE 6-1-23

PAY TO THE ORDER OF Hi Point 1522 LLC \$ 769.00

Seven hundred sixty-nine and 00/100 DOLLARS

ally

BANK.

1522 Hi Point St #9

MEMO Rent June 2023

⑆ 124003116 ⑆

GEARY JUAN JOHNSON
1522 HI POINT ST. APT 9
LOS ANGELES, CA 90035

16-339
1220

1239

Date June 1 2023

Pay to the
Order of

Hi Point 1522 LLC

\$ 769.11

Seven hundred sixty-nine and 11/100

Dollars



CALIFORNIA BANK & TRUST

DIAMOND BAR OFFICE
1208 S. DIAMOND BAR BLVD., STE. 109, DIAMOND BAR, CA 91765
CST License # 008-199-6080

PAID UNDER WRIT FOR TANDEN
APPOINTMENT RENT + INTERCOM REPAIR

⑆ 122003396 ⑆

09/01/2023

EXH 88-001

09/01/2023

Exhibit 89

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; support@akuvox.com

Date: Saturday, June 3, 2023 at 08:56 AM PDT

Illegal rent increase rent controlled building

Dear Hi Point 1522 LLC and City of Los Angeles:

This is to verify:

1. I had previously requested the repair or replacement of the intercom system that is in our unit that was previously usable. Since 2014 I have requested its repair or replacement. The unit is still in my apartment and still does not work. Picture have been forwarded to the owner and city employees.
2. On May 19, 2023, as reported, the intercom and keypad control unit were removed from the front of the building without any written notice or otherwise to use as tenants. For at least a week we were without any delivery of US mail, a violation of federal law, and we could not receive any other deliveries.
3. On May 19, as reported to you, I noticed the partial installation of the Akuvox system at the front of the building. Doing my own research at considerable cost, I learned that the Akuxov system is a wired system that is accessible through an application that must be downloaded to computer or cell phone. The Akuvox system will allow the front building door to be opened remotely and does have keypad functionality. Whether the US postal service has been given access to the building, I was told repeatedly the carrier did not have access. No one from the owner or post office has verified that the postal carrier has access. As reported before, we need access for UPS, Fed Ex, DHL, emergency responders and medical supplies, as well as other deliveries, friends and guests.
4. There has been no written communication from the property owner regarding the tenant relationship with Akuvox and what we are to expect from the system and what are tenant

EXH-89-001

09/01/2023

obligations. As previously reported, there are short term hotel guests living in the building also.

5. I took the time to contact Akuvox and they wrote me, redacted below. However in their emails, there is no mention of Power Property Management Inc., no mention of Hi Point 1522 LLC. I imagine if other tenants received the same emails, they would not have a clue and would probably trash the emails. I notice from the outside Akuvox unit, no tenants have registered. Email reference: Akuvox employee Shirley Huang.

6. Our rental agreement says that owner pays for trash, water, electrical, and gas, which means it is included in the rent paid.

7. We paid for the installation of the previous keypad system and intercom around 2015-2022 rent increase city capital improvements, but our rental unit intercom was never connected to the front of building unit. The owner and city benefitted from the capital improvement rent monies.

8. The Akuvox system requires the use of a computer, cell phone, or otherwise as well as internet electrical connection. The cost of the computer, cell phone, and internet are illegal rent increases. It does not appear the Akuvox can be operated manually. **"Internet bills are considered a utility bill, just like telephone bills, because they provide services to the home or business that are considered necessary for daily activity."** (Source: Google)

9. In order to use Akuviox, unless the owner writes us otherwise, we have to use our own paid for computer, cell phone, or internet; all such devices are paid monthly. The owner is obligated to give us a reduction in rent to cover the cost of using our own electrical devices to access the Akuvox system.

10. A cell phone and laptop are electronic devices. I have to use electricity to operate the app to access and operate the Akuvox system.

11. I remind all that we still have not been assigned a tandem parking stall, as requested since 2015.

12. Your actions are an illegal unilateral change in terms of the rental agreement. We did not agree to such Akuvox usage and we do not waive any rights by using the system.

13. You have reduced the intercom and keypad services without a corresponding reduction in rent.

14. It is unreasonable to expect tenants to communicate directly with Akuvox while the owner has not provided us any information on our obligations under such system. The emails from Akuvox indicate there is a cost involved.

15. As of today's date, I have been informed the US mail carrier still has no access to the building to deliver the mail.

To the Mayor and Council I ask: what are the qualifications to get a tandem parking stall at this location?

EXH 88-002

09/01/2023

Please respond in writing. I will be preparing a housing reduction in rent complaint.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

c: support@akuvox.com

References:

Real Estate broker license complaint against Thomas Khammar. Petition for Writ case against LAHD City of Los Angeles.
CRD retaliation case filed against the parties.

City LAHD Harassment complaint CE280933.
Court TRO file.

Received from Akuvox around June 1 2023

Dear Geary Johnson,

*Your cloud account has been activated. We are giving you **1 month free trial** that expires on 2023-07-01 . You can recharge to extend your account expiration date.*

Download the SmartPlus app to enjoy the Akuvox Cloud service now.

Best regards,

The Akuvox Team

Dear Geary Johnson,

Your Akuvox Cloud account has been created.

Download the SmartPlus app to enjoy the Akuvox Cloud service now.

User Name: tainmount@sbcglobal.net

Password: (redacted)

Area: North America

RKH 89-003

09/01/2023

09/01/2023

Exhibit 90

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: bgreene@westsidejcc.org; mlitzer@westsidejcc.org; communications@skirball.org; familyprograms@skirball.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; support@akuvox.com

Bcc: hairylegs27@gmail.com

Date: Sunday, June 4, 2023 at 12:59 PM PDT

https://clkrep.lacity.org/online/docs/2014/14-1371-S13_pc_05-27-2023.pdf

CF: 14-1371-S13

Name: Geary Juan Johnson

Date Submitted: 05/27/2023

Filename: 14-1371-S13_MISC_5-27-2023.pdf Comment:

14-1371-S13. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE REPORT relative to amending the Los Angeles Living Wage Ordinance (LWO) and the Los Angeles Hotel Worker Minimum (HWMO) Wage Ordinance. I support if done in a non-discriminatory manner in compliance with the state Unruh Act, civil code section 51,52. I oppose on the grounds the Los Angeles Housing Department acts in a racist and discriminatory manner in violation of the state Unruh Act. See attached emails May 11, 2023 at 12:07 pm, May 22, 2023 email at 11:53 am, May 23 email at 12:12 pm, and May 25, 2023 fax at 8:52:39, and email May 25, 2023 at 9:03 pm. Reference: Don't the Jewish brothers and sisters at this address deserve a working intercom? Don't the Jewish brothers and sisters at this address deserve a working keypad entry code for deliveries, guests, and friends? Don't the Jewish brothers and sisters at this address who have a disability deserve a working intercom? Don't the Jewish brothers and sisters at this address deserve an answer to complaints about illegal home sharing? Don't the Jewish brothers and sisters at this address deserve access to tandem parking stalls? Reference: The Department of Real Estate has been asked to revoke the real estate broker license of Thomas Khammar (Power Property Management Inc.) on the grounds of violations of the real estate broker laws duties and refusal to provide housing services to Black tenants. Complaint 1-23-0217-015. DRE numbers 01443898, 01866167.

EXH 90-001

Illegal rent increase rent controlled building

Dear Hi Point 1522 LLC and City of Los Angeles: This is to verify:

1. I had previously requested the repair or replacement of the intercom system that is in our unit that was previously usable. Since 2014 I have requested its repair or replacement. The unit is still in my apartment and still does not work. Picture have been forwarded to the owner and city employees.
2. On May 19, 2023, as reported, the intercom and keypad control unit were removed from the front of the building without any written notice or otherwise to use as tenants. For at least a week we were without any delivery of US mail, a violation of federal law, and we could not receive any other deliveries.
3. On May 19, as reported to you, I noticed the partial installation of the Akuvox system at the front of the building. Doing my own research at considerable cost, I learned that the Akuxov system is a wired system that is accessible through an application that must be downloaded to computer or cell phone. The Akuvox system will allow the front building door to be opened remotely and does have keypad functionality. Whether the US postal service has been given access to the building, I was told repeatedly the carrier did not have access. No one from the owner or post office has verified that the postal carrier has access. As reported before, we need access for UPS, Fed Ex, DHL, emergency responders and medical supplies, as well as other deliveries, friends and guests.
4. There has been no written communication from the property owner regarding the tenant relationship with Akuvox and what we are to expect from the system and what are tenant obligations. As previously reported, there are short term hotel guests living in the building also.
5. I took the time to contact Akuvox and they wrote me, redacted below. However in their emails, there is no mention of Power Property Management Inc., no mention of Hi Point 1522 LLC. I imagine if other tenants received the same emails, they would not have a clue and would probably trash the emails. I notice from the outside Akuvox unit, no tenants have registered. Email reference: Akuvox employee Shirley Huang.
6. Our rental agreement says that owner pays for trash, water, electrical, and gas, which means it is included in the rent paid.
7. We paid for the installation of the previous keypad system and intercom around 2015-2022 rent increase city capital improvements, but our rental unit intercom was never connected to the front of building unit. The owner and city benefitted from the capital improvement rent monies.
8. The Akuvox system requires the use of a computer, cell phone, or otherwise as well as internet electrical connection. The cost of the computer, cell phone, and internet are illegal rent increases.

It does not appear the Akuvox can be operated manually. "Internet bills are considered a utility bill, just like telephone bills, because they provide services to the home or business that are considered necessary for daily activity." (Source: Google)

9. In order to use Akuviox, unless the owner writes us otherwise, we have to use our own paid for computer, cell phone, or internet; all such devices are paid monthly. The owner is obligated to

EXH 90-002

give us a reduction in rent to cover the cost of using our own electrical devices to access the Akuvox system.

10. A cell phone and laptop are electronic devices. I have to use electricity to operate the app to access and operate the Akuvox system.

11. I remind all that we still have not been assigned a tandem parking stall, as requested since 2015.

12. Your actions are an illegal unilateral change in terms of the rental agreement. We did not agree to such Akuvox usage and we do not waive any rights by using the system.

13. You have reduced the intercom and keypad services without a corresponding reduction in rent.

14. It is unreasonable to expect tenants to communicate directly with Akuvox while the owner has not provided us any information on our obligations under such system. The emails from Akuvox indicate there is a cost involved.

15. As of today's date, I have been informed the US mail carrier still has no access to the building to deliver the mail.

16. Dear Nisi Walton/Thomas Khammar: my roommate has received some type of communication from you regarding an app and login for "MyQCommunity". I did not receive a similar email. You have had my email since 2014 and then particularly in 2020 when you sued me for damages after I asked for intercom repair and tandem parking. Your position was that the owner did not have to supply those housing services to me: remember you offered exhibits where you had actual notice of my email herein; the court ruled against your argument and did not award you the \$10,000 in damages you requested.

17. What fee/cost does the tenant have to pay monthly to use the Akuvox system or "MyQCommunity" app?

18. Nisi Walton: do you read and comprehend English?

19. What is the relationship between the SmartPlus app and the MyQCommunity app?

To the Mayor and Council I ask: what are the qualifications to get a tandem parking stall at this location?

Please respond in writing. I will be preparing a housing reduction in rent complaint. All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035

EXH 90-023

09/01/2023

Phone 323-807-3099

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male Amer**

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

c: support@akuvox.com

References:

Real Estate broker license complaint against Thomas Khammar. Petition for Writ case against LAHD City of Los Angeles.

CRD retaliation case filed against the parties.

City LAHD Harassment complaint CE280933. Court TRO file.

Received from Akuvox around June 1 2023

Dear Geary Johnson,

*Your cloud account has been activated. We are giving you **1 month free trial** that expires on 2023-07-01. You can recharge to extend your account expiration date.*

*Download the SmartPlus app to enjoy the Akuvox Cloud service now. Best regards,
The Akuvox Team*

Dear Geary Johnson,

*Your Akuvox Cloud account has been created.
Download the SmartPlus app to enjoy the Akuvox Cloud service now.*

User Name: tainmount@sbcglobal.net Password: (redacted)

Area: North America

09/01/2023

EXH 90-004

Case 23STCP00644 EXHIBITS 8/21/23

VOLUME II OF II

Volume I - Exhibits 36-90 (257 pages)

Volume II - Exhibits 91-121 (178 pages)

Exhibit List Supporting Document Exhibits
Supplemental Petition to Petition for Writ of Mandate
by Geary J. Johnson

[The list of supporting documents must contain a brief description of the contents of each exhibit. CRC 8.486(c)(C)]

APRIL 1973

1973-4-17. ADDRESS 1522 Hi Point St 90035. City government Certificate of Occupancy showing required 27 required parking stalls. 18 one bedrooms. Six parking stalls are tandem.

MARCH 2015.

March 2015. Amended declaration, Wilson and Johnson regarding parking at subject address. This is evidence that petitioner was assigned to a tandem, parking stall, and receiving all benefits. This is evidence that stall number 8 was occupied by another tenant at the time. This is evidence that the owner intended petitioner to have a two car tandem stall at the time at the inception of tenancy. This is evidence that the insertion of number eight, into the rent agreement was at some point a typo. Subject to correction. These declarations are also evidence that the tenant entered into a legal verbal agreement to be assigned. A tandem parking stall.

OCTOBER 3 2015.

Tenant, RSO complaint submitted. 17 pages. In pertinent part , under attachment to RSO complaint, Petitioner asks what are the qualifications for a tenant to be assigned an intercom or tandem parking stall?

DECEMBER 2015.

Email from Los Angeles county health department official ordering the repair replacement or removal of the intercom system in unit nine.

JANUARY 2016.

DECLARATIONS, WILSON AND JOHNSON REGARDING INTERCOM AT SUBJECT ADDRESS. 1/1/2016. Evidence that intercom was available at inception of tenancy. (4 pages).

09/01/2023

MAY 2019.

Related Lawsuit against previous owner, Hi Point Apts LLC and also naming current property management company, Power Property Management, Inc. and the subject matter includes denial of intercom service, or in this case described as call box. Los Angeles Superior Court case 19STCV18302 Nelson versus Fox Hills Drive. Filed may 28 2019. (redacted). 4 pages.

NOVEMBER 2021

2021-11-4. Signed agreement notice of change in terms of tenancy. Signed by petitioner on November 4, 2021. This is evidence that petitioner was assigned to tandem parking stall number 14 at the inception of the tenancy.

2021-11-30. Priority mail to City attorneys office. Requesting assistance with housing services eight pages with postal proof of delivery. This is a letter from the petitioner. The letter states an pertinent part "there's no indication in the rent agreement that the Intercom is to be excluded from maintenance." The LAMC, however, prohibits the owner from charging a tenant a fee for services that were available at the inception of the tenancy, i.e. tandem parking was available in 2010 tenancy included in the rent." (see document page 3).

DECEMBER 2021

2021-12-3. Lawsuit against previous owner of High Point Apts, LLC. Subject matter is similar. Redacted. Case 21STSC04574. Filed. Judgment issued in favor of petitioner as plaintiff. It appears that the court awarded plaintive Geary J Johnson about \$500 but only based on the time period of May through June 2021. So that could be prorated for the rest of the 12 months backwards or forwards.(5 pages). This place is monetary value on the intercom and on the parking. This is evidence that a court has ruled that the petitioner is entitled to a monetary rent decrease based on the removal of the intercom availability and removal of the tandem stall parking stall availability.

FEBRUARY 2022

2022-2-5. Court case 21 STSC04819. "Request for court order and answer." Redacted. Johnson versus Hi Point 1522 LLC. Nine pages. Case dismissed without prejudice.

JULY 2022

2022-7-8. Email re New code violation complaint filed. Filed under LAHD case CE271455. This email was addressed to various city officials, as well as Thomas Khammar, who is the agent for current agent for owner Hi Point 1522 LLC as well as the property management company.

lll

09/01/2023

SEPTEMBER 2022

2022-9-5. Email re LAHD case number CE271455. 3 pgs.

2022-9-8. Email re Re: Your letter re Satellite Dish - (Harassment Under City Ordinance 187109) (Breach of the rental agreement by the owner)

2022-9-9. Email re Docs for Case LAHD CE271455

OCTOBER 2022

2022-10-5. Notice of case closure LAHD CE 271455. LAHD claims LAHD could not open submitted documents which was their fault, not fault of claimant. Petitioner resubmitted same documents to new LAHD case and sent docs by Priority Mail.

2022-10-5. Email from LAHD receipt of documents. Re: Re Your Racist Closure of LAHD case CE271455 - Referred to DFEH investigation of LAHD case 202201-15997931

2022-10-6. Redacted Attachment to Los Angeles Housing RSO Complaint. CE273371: 3 pages. "Complaint for and new evidence not previously heard by LAHD."

Picture of Intercom front of building and keypad. LAHD case CE271455. Undated. Address 1522 Hi Point St and shows Petitioner unit number 9. This system has since been removed by the owner without a corresponding rent decrease.

DECEMBER 2022

2022-12-8. Email re Please cease your retaliatory threats of physical violence - (DFEH/ CRD case 202211- 18897616)- Violation of the Unruh Act (9 pages)

2022-12-15. Email re LAHD Case number CE273371 re your December 13, 2022 letter - Repeated harassment by owner

2022-12-29. Email re Racist closure of LAHD case CE273371 - Housing Services still denied - DFEH file 202201- 15997931---Owner Found Liable for Illegal Harassment.

Assorted. Declaration Black guest R. Bellamy 5-17-2017 observation under penalty of perjury non-working intercom; Picture 8/8/2011 Petitioner and roommate parked in stall #14 tandem; 2013 showing parking lot at 1522 Hi Point another tenant parked in stall #8 evidence that Petitioner was not assigned to stall #8 ; Intercom inside unit 5/15/22 as told to LAHD CE271455- bare wiring ; 6/20/23 Verified picture of intercom inside unit 9.

Undated. Excerpt Unruh Act and 42 USC section 1981 "Equal rights under the law"

09/01/2023

W

JANUARY 2023

2023-1-23. REDACTED LAHD Record Release case end 371 as 138 Pages. CE 273371.

FEBRUARY 2023

2023-2-3. Letter to Mayor Karen Bass via Priority Mail Env. (4 pages. Enclosures redacted)

MARCH 2023

3-1-23 Rent paid

3-8-23 Email. Re 1522 Hi Point St 9 owned by Hi Point 1522 LLC- Request for reasonable accommodation - CRD Case 202211-18872714

3-13-23. Email re Continued Request for Reasonable Accommodation and Continued Request for Housing Services Intercom Repair and Tandem Parking

3-17-23. Code Violation Complaint 851127. Receipt from City. 15 pages total.

3-17-23. Email re Code complaint filed 851127 against 1522 Hi Point St

3-17-23. Email re Attention need for Intercom Repair and parking stall striping - LASC Court Case

APRIL 2023

2023-4-1 Rent paid redacted minus roommate. Endorsed. "Paid under duress for intercom repairs and tandem parking."

2023-4-4. Email re Sink Disposal Leak at 1522 Hi Point St Unit 9

2023-4-5. Email re Re: Complaint 846533 (To Richard Brinson Housing Inspector)

2023-4-12. Doctor Letter Request housing accommodation. (from Pacific Oaks)

2023-4-13. Email re ? Mailbox lock Repair at 1522 Hi Point 9 - St 90035 ?

2023-4-13. Email re Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for Accommodation at 1522 Hi Point St 90035

2023-4-14. Email re CC section 1954 Violation - Intent to Arrest for Trespassing-Harassment By Owner

2023-4-24. Email re Mailbox, Intercom, Parking, Harassment at Hi Point Apts.

2023-4-27. Email re Fw: Attention need for Intercom Repair and parking stall striping - LASC Court Case

MAY 2023

2023-5-1 Rent Paid. "Paid under duress for repairs intercom and tandem parking."

2023-5-1 Email re New code violation complaint re 1522 Hi Point St 90035- a rent controlled property . To Housing and Mayor and Council

2023-5-3. Email Submission for City LAHD Case CE280933 - re Harassment by Landlord

09/01/2023

2023-5-3. Letter docs submitted to LAHD. 8 pages.

2023-5-6. Email re Upcoming Opportunity to Repair for May 8, 2023 at 1522 Hi Point St Unit 9 at 90035.

2023-5-11. Email re Opportunity to Repair for May 11, 2023- Memorialization- Intercom and Tandem Parking NOT addressed

2023-5-12. Email re Unlawful Retaliation by Owner and City Government - Deprivation of Housing Services

2023-5-23. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure

2023-5-25. Email re 18 US Code section 1701 Obstruction of Mails

2023-5-28. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure.

JUNE 2023

2023-6-1 Rent Paid

2023-6-3. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox-LAHD RSO complaint CE280933

2023-6-4. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox-LAHD RSO complaint CE280933

2023-6-5. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox-LAHD RSO complaint CE280933

2023-6-5. Email re Regarding call from Benjamin Renka at 10:22 am. - To Benjamin Renka- city case LAHD RSO complaint CE280933

2023-6-6. Email re New RSO complaint CE 282421 requests damages against Hi Point 1522 LLC and Power Property Management Inc. "I am a tenant who is Ham-Jew-DNA-Kushite/Black male American I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52".

2023-6-10. Email re Repeated request for information from Property Owner - file RSO case number CE282421- Attention city employee April Aguilar. "I am a tenant who is Ham-Jew-DNA-Kushite/Black male American . I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52".

2023-6-12. Email re False and Deceptive Business Practices- RSO LAHD case number CE282421. CRD Case 202305-20745222. "As you know, the removal of the previous intercom-keypad system was done without notice and tenants like myself were damaged by not being able to receive USPS mail and other deliveries for a pretty lengthy time period. I still don't know if the owner has established access to delivery persons. Numerous emails to the property owner and management company remain unanswered."

09/01/2023

2023-6-12. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. CRD Case 202305-20745222 . "Racists Among Us"

2023-6-(14)15. Evidence List. City Case CE282421. In pertinent part states: "I ask the Housing Department to order a rent reduction because I and my roommate were removed from parking in a tandem parking stall, a reduction from two car stall to one car stall. The signed 2021-11-4 shows that the owner admitted I was parked in a two car stall. Pictures show me and my roommate parked in a two car stall #14. A picture shows my roommate parked in stall #8, a single car stall. The owner has failed to provide us with the smartphone and internet to use the Akuvox smartphone enabled app that has intercom and keypad capability. The owner actions of not providing the tools to use the Akuvox and the denial of tandem parking are illegal harassment as defined under the city Anti-Tenant Harassment Ordinance. The Akuvox system is not the same as the previous intercom system. Therefore the owner has removed the outdoor unit intercom and keypad which did not require smartphone and internet to operate, a reduction in services, and replaced it with a vastly different system without offering a reduction in rent. Also, the new system can only be operated by use of smartphone and internet. This is an illegal rent increase because the owner has not supplied the smartphone and internet to use the Akuvox system (see emails evidence). If I was to purchase a smartphone and internet in order to use the Akuvox system, this would be an expenditure not recognized under the rent agreement but recognized by the city as an additional illegal rent increase. (And invasion of privacy). The emails and documents attached herein, indicative but not all inclusive, prove the landlord reduction in services without a corresponding rent decrease, and prove harassment. Essentially I still do not have a working intercom system. Essentially I still do not have a tandem parking stall. This complaint is continuing damages and continuing obligations. All rights reserved."

2023-6-15. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222

2023-6-23. Email re New code violation complaint filed - Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222 "City government published documents show race and disability discrimination practiced by city employees. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination"

2023-6-30. Email re VERIFICATION OF DOCUMENTS RECEIVED BY LAHD. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222.

JULY 2023

2023-7-1. Rent Paid. "Rent and intercom repair and tandem parking".

2023-7-6. Letter Notice of Case Closure by Respondent. Case CE273371. 9 pages. Evidence of the city government's racial bias, corruption, housing discrimination, abuse of authority and discretion, and actions that are arbitrary, capricious, and unjust and have denied Petitioner a fair trial.

2023-7-11. Email re New code violation complaint filed against Hi Point 1522 LLC- city case number 862993- Housing services needed tandem parking stall and smartphone and WiFi to operate Akuvox. "The Power of Racism Is Among Us"

2023-7-13. Fax to Power w today Email re 1954

2023-7-17. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421. "The city government, as the causal nexus affect of my written complaints to them, have at all times refused to provide the housing services requested by me; their actions of not doing so are intentional to cause harm to me."

2023-7-21. Email re Response to phone calls received from city employees and property owner. Reference July 19, 2023 email sent at 8:41 am. CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421

2023-7-25. Email re Your Unlawful Notice to Enter Dated July 25 - Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 .

2023-7-25. Email re Writ of Mandate against LAHD - Case CASE NO. 23STCP00644 You indicated to the court that there are thousands of pages of documents that would make up the record. I find it strange the Petition was filed and served around 2-23-2023 and yet at this date your staff of over 33 attorneys has not been able to compile the record for purposes of the proceeding.

2023-7-27. Email re Still Repair to Sink Made- Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 - New Evidence

2023-7-31. Communication from Public. Excerpt. Council file no. 23-1200-S132. 2 pages redacted from 54 pages. This is evidence of what length the city government Los Angeles will go to in order to deny full and equal housing services to this Black, male, age over 45, with a disability, Petitioner.

AUGUST 2023

2023-8-8. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. (10 pgs)

U/M

09/01/2023

2023-8-10. Fax with receipt to Power Property Management Group, Inc.

2023-8-3. Respondent letter Notice of case closure CE282421. Evidence that the City refuses to recognize new damages and continuing obligations of the parties; evidence that the city acts in concert to deny Black tenants full and equal housing services due to race, sex, age, disability and because they complained.

2023-8-3. Respondent letter Notice of case closure CE280933. Evidence that the City refuses to recognize new damages and continuing obligations of the parties; evidence that the city acts in concert to deny Black tenants full and equal housing services due to race, sex, age, disability and because they complained. In Petitioner response, he will notice that the matter of the Akuvox system and the request for reasonable accommodation were not part of the CE273371 case because those facts had not occurred yet. The City here attempts to in corruption using federal tax monies engage in falsification of the record.

2023-8-8 Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications.

2023-8-12 Email. Re Case CE273371- Notice of case Closure

2023-8-12. Email re Re: Case # CE273371 - Notice of Case Closure. Response of Petitioner. Request for administrative hearing Cal Govt Code section 114251.10(a)(1).

2021-8-13. Letter from property owner Meghan Hayner (Bold Partners) authorizing Power Property Management Inc. to conduct housing discrimination on behalf of the owner.

2023-8-14. Email re Biased case closure city RSO CE282421. MAINTENANCE, AKUVOX TOOLS, AND REQUEST FOR ACCOMMODATION DENIED. In pertinent part, reads, "15. You claim your decision is based on previous case CE273371. That case was filed 10/5/22. This case herein was filed 5/3/2023. This case addresses new evidence that has occurred after 10/5/22 therefore your decision of closure is an abuse of authority, abuse of discretion, arbitrary, capricious and unjust and evidence of the City of Los Angeles pattern and practice housing discrimination against Blacks like myself. 16. Under law, I am entitled to file a new complaint where the harm is continuing, obligations are continuing, and there is new evidence. The CE280933 contains new evidence that was not addressed in the CE273371 case. 17. I have been denied a fair trial.. Your decision is not supported by the findings. Your finding are not supported by the evidence."

2023-8-14. Letter. From City Custodian of Records on case CE273371 now balloons to "voluminous"

2023-8-15 Picture. "The Akuvox system outside 1522 Hi Point St. apartments. Some tenants refuse to use the system due to privacy concerns. Others object to the increase in rent amount needed to purchase a smart phone and incur monthly Internet fees. The owner refuses to supply free smartphone and internet to Black tenants."

/x

09/01/2023

2023-8-16 Letter to Editor. Published Random Lengths News.

Chart Table of Contents of Supporting Documents Exhibits

Exhibits Supplemental Petition to Petition for Writ of Mandate
by Geary J. Johnson filed 02/28/2023

Volume I - Exhibits 36-90 (257 pages)

Volume II - Exhibits 91-121 (178 pages)

Exhibit		Pages
1-35	See PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). Filed 2/28/2023.	See Petition for Writ of Mandate
36	1973-4-17. ADDRESS 1522 Hi Point St 90035. Certificate of Occupancy showing required 27 required parking stalls. 18 one bedrooms. Six parking stalls are tandem.	36-001
37	March 2015. Amended declaration, Wilson and Johnson regarding tandem parking at subject address.	37-001
38	October 3 2015. Tenant, RSO complaint submitted. 17 pages.	38-001
39	December 11, 2015. Email from Los Angeles county health department official ordering the repair replacement or removal of the intercom system in unit nine.	39-001
40	January 1, 2016. DECLARATIONS, WILSON AND JOHNSON REGARDING INTERCOM AT SUBJECT ADDRESS. 1/1/2016. Evidence that intercom was available at inception of tenancy. (4 pages).	40-001

09/01/2023

X

41	May 28 2019. Related Lawsuit against previous owner, Hi Point Apts LLC and also naming current property management company, Power Property Management, Inc. and the subject matter includes denial of intercom service, or in this case described as call box. Los Angeles Superior Court case 19STCV18302 Nelson versus Fox Hills Drive. Filed may 28 2019. (redacted). 4 pages.	41-001
42	August 13, 2021. Letter from property owner Meghan Hayner (Bold Partners) authorizing Power Property Management Inc. to conduct business (housing discrimination?) on behalf of the owner.	42-001
43	Nov 4, 2021. Signed agreement notice of change in terms of tenancy. Signed by petitioner on November 4, 2021. This is evidence that petitioner was assigned to tandem parking stall number 14 at the inception of the tenancy.	43-001
44	Nov. 30, 2021. 2021-11-30. Priority mail to City attorneys office.	44-001
45	December 12, 2021. Lawsuit against previous owner of Hi Point Apts, LLC. Subject matter is similar. Redacted. Case 21STSC04574. Filed. Judgment issued in favor of petitioner as plaintiff regarding intercom and tandem parking damages.	45-001
46	February 5, 2022. Court case 21 STSC04819. "Request for court order and answer." Redacted. Johnson versus Hi Point 1522 LLC. Nine pages. Case dismissed without prejudice.	46-001
47	July 8, 2022. Email re New code violation complaint filed. Filed under LAHD case CE271455.	47-001
48	September 5, 2022. Email re LAHD case number CE271455. 3 pgs.	48-001
49	September 8, 2022. Email re Re: Your letter re Satellite Dish - (Harassment Under City Ordinance 187109) (Breach of the rental agreement by the owner)	49-001
50	September 9, 2022. Email re Docs for Case LAHD CE271455	50-001
51	October 5, 2022. Notice of case closure LAHD CE 271455. LAHD claims LAHD could not open submitted documents which was their fault, not fault of claimant	51-001
52	October 5, 2022. Email from LAHD receipt of documents. Re: Re Your Racist Closure of LAHD case CE271455 - Referred to DFEH investigation of LAHD case 202201-15997931	52-001
53	October 6, 2022. Redacted Attachment to Los Angeles Housing RSO Complaint. CE273371. 3 pages. "Complaint for and new evidence not previously heard by LAHD."	53-001

09/01/2023

54	Undated. Picture of Intercom front of building and keypad. LAHD case CE271455.	54-001
55	December 8, 2022. Email re Please cease your retaliatory threats of physical violence - (DFEH/CRD case 202211- 18897616)- Violation of the Unruh Act (9 pages)	55-001
56	December 15, 2022. Email re LAHD Case number CE273371 re your December 13, 2022 letter - Repeated harassment by owner	56-001
57	December 29, 2022. Email re Racist closure of LAHD case CE273371 - Housing Services still denied - DFEH file 202201-15997931---Owner Found Liable for Illegal Harassment.	57-001
58	Assorted. Declaration Black guest R. Bellamy 5-17-2017 observation under penalty of perjury non-working intercom; Picture 8/8/2011 Petitioner and roommate parked in stall #14 tandem; 2013 showing parking lot at 1522 Hi Point another tenant parked in stall #8 evidence that Petitioner was not assigned to stall #8 ; Intercom inside unit 5/15/22 as told to LAHD CE271455- bare wiring ; 6/20/23 Verified picture of intercom inside unit 9.	58-001
59	Undated. Excerpt Unruh Act and 42 USC section 1981 "Equal rights under the law"	59-001
60	January 23, 2023. REDACTED LAHD Record Release case end 371 as 138 Pages. CE 273371.	60-001
61	February 3, 2023. Letter to Mayor Karen Bass via Priority Mail Env. (4 pages. Enclosures redacted)	61-001
62	March 1, 2023. Rent paid for unit 9.	62-001
63	March 8, 2023. Email. Re 1522 Hi Point St 9 owned by Hi Point 1522 LLC- Request for reasonable accommodation - CRD Case 202211-18872714	63-001
64	March 13, 2023. Email re Continued Request for Reasonable Accommodation and Continued Request for Housing Services Intercom Repair and Tandem Parking	64-001
65	March 17, 2023. Code Violation Complaint 851127. Receipt from City. 15 pages total.	65-001
66	March 17, 2023. Email re Code complaint filed 851127 against 1522 Hi Point St	66-001

09/01/2023

X11

67	March 17, 2023. Email re Attention need for Intercom Repair and parking stall striping - LASC Court Case	67-001
68	April 1, 2023. Rent paid redacted minus roommate. Endorsed. "Paid under duress for intercom repairs and tandem parking."	68-001
69	April 4, 2023. Email re Sink Disposal Leak at 1522 Hi Point St Unit 9	69-001
70	April 5, 2023. Email re Re: Complaint 846533 (To Richard Brinson Housing Inspector)	70-001
71	April 12, 2023. Doctor Letter Request housing accommodation. (from Pacific Oaks)	71-001
72	April 13, 2023. Email re ? Mailbox lock Repair at 1522 Hi Point 9 - St 90035 ?	72-001
73	April 13, 2023. Email re Kitchen Sink Repair, bathroom Toilet Repair, Screen Repair, Housing Services Request for Accommodation at 1522 Hi Point St 90035	73-001
74	April 14, 2023. Email re CC section 1954 Violation - Intent to Arrest for Trespassing- Harassment By Owner	74-001
75	April 17, 2023. Email Kitchen Sink Repair but no Bathroom toilet repair. No Intercom and Parking Stall repair. Housing Rights for Black Americans	75-001
76	April 24, 2023. Email re Mailbox, Intercom, Parking, Harassment at Hi Point Apts.	76-001
77	April 27, 2023. Email re Fw: Attention need for Intercom Repair and parking stall striping - LASC Court Case	77-001
78	May 1, 2023. Rent Paid. "Paid under duress for repairs intercom and tandem parking."	78-001
79	May 1, 2023. Email re New code violation complaint re 1522 Hi Point St 90035- a rent controlled property . To Housing and Mayor and Council	79-001
80	May 3, 2023. Email Submission for City LAHD Case CE280933 - re Harassment by Landlord	80-001
81	May 3, 2023. Letter docs submitted to LAHD. 8 pages.	81-001

09/01/2023

XIII

82	May 6, 2023. Email re Upcoming Opportunity to Repair for May 8, 2023 at 1522 Hi Point St Unit 9 at 90035.	82-001
83	May 11, 2023. Email re Opportunity to Repair for May 11, 2023- Memorialization- Intercom and Tandem Parking NOT addressed	83-001
84	May 12, 2023. Email re Unlawful Retaliation by Owner and City Government - Deprivation of Housing Services	84-001
85	May 23 2023. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure	85-001
86	May 25, 2023. Email re 18 US Code section 1701 Obstruction of Mails	86-001
87	May 28, 2023. Email re LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure.	87-001
88	June 1, 2023. Rent Paid.	88-001
89	June 3, 2023. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933	89-001
90	June 4, 2023. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933	90-001
91	June 5, 2023. Email re Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933	91-001
92	June 5, 2023. Email re Regarding call from Benjamin Renka at 10:22 am. - To Benjamin Renka- city case LAHD RSO complaint CE280933	92-001
93	June 6, 2023. Email re New RSO complaint CE 282421 requests damages against Hi Point 1522 LLC and Power Property Management Inc.	93-001
94	June 10, 2023. Email re Repeated request for information from Property Owner - file RSO case number CE282421- Attention city employee April Aguilar.	94-001
95	June 12, 2023. Email re False and Deceptive Business Practices- RSO LAHD case number CE282421. CRD Case 202305-20745222.	95-001
96	June 12, 2023. Email re Racism. RSO LAHD case number CE282421. Still without working intercom housing service. CRD Case 202305-20745222 .	96-001

09/01/2023

XV

97	June 15, 2023. Email re Racism. RSQ LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222 2023-6-23.	97-001
98	June 15, 2023. 2023-6-(14)15. Evidence List. City Case CE282421.	98-001
99	June 23, 2023. Email from Petitioner to City Los Angeles and Property Owner. Re New code violation complaint filed - Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222 "The city government has refused the accommodation, and refused to engage in an interactive process of discussion. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination."	99-001
100	June 30 2023. Email re VERIFICATION OF DOCUMENTS RECEIVED BY LAHD. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222.	100-001
101	July 1 2023. Rent Paid. "Rent and intercom repair and tandem parking".	101-001
102	July 6 2023. Letter Notice of Case Closure by Respondent. Case CE273371.	102-001
103	July 11 2023. Email re New code violation complaint filed against Hi Point 1522 LLC- city case number 862993- Housing services needed tandem parking stall and smartphone and WiFi to operate Akuvox.	103-001
104	July 13, 2023. Fax to Power w today Email re 1954	104-001
105	July 17, 2023. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421	105-001
106	July 21 2023. Email re Response to phone calls received from city employees and property owner. Reference July 19, 2023 email sent at 8:41 am. CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421	106-001
107	July 25, 2023. Email re Your Unlawful Notice to Enter Dated July 25 - Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 .	107-001
108	July 27 2023. Email re Still Repair to Sink Made- Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 - New Evidence	108-001

09/01/2023

XV

109	July 31, 2023. Communication from Public. Excerpt. Council file no. 23-1200-S132. 2 pages redacted from 54 pages. This is evidence of what length the city government Los Angeles will go to in order to deny full and equal housing services to this Black, male, age over 45, with a disability, Petitioner.	109-001
110	August 3, 2023. Respondent Notice of case Closure RSO complaint CE282241.	110-001
111	August 3, 2023. Respondent Notice of case Closure RSO complaint CE280933.	111-001
112	August 3, 2023. Letter to the Editor published Random Lengths from Petitioner. "No explanation as to why housing services have not been restored as requested."	112-001
113	August 8, 2023. Email re Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications.	113-001
114	August 10, 2023. Fax and Receipt to Power Property Management Group, agent for Real Party In Interest Hi Point 1522 LLC. "Please see attached email to you of August 8, 2023"	114-001
115	August 12 2023. Email re Re: Case # CE273371 - Notice of Case Closure. Response of Petitioner. Request for administrative hearing Cal Govt Code section 114251.10(a)(1).	115-001
116	August 14, 2023. Email re Biased case closure city RSO CE282421. MAINTENANCE, AKUVOX TOOLS, AND REQUEST FOR ACCOMMODATION DENIED.	116-001
117	August 14, 2023. Letter. From City Custodian of Records on case CE273371 now balloons to "voluminous	117-001
118	August 15, 2023. "The Akuvox system outside 1522 Hi Point St. apartments. Some tenants refuse to use the system due to privacy concerns. Others object to the increase in rent amount needed to purchase a smart phone and incur monthly Internet fees. The owner refuses to supply free smartphone and internet to Black tenants."	118-001
119	Tenant Anti-Harassment Ordinance 187109. 6/10/2021. City of Los Angeles. LAMC Article 5.3.	119-001

09/01/2023

XVI

120	Parking Lot Pictures at 1522 Hi Point St. June 23, 2020 showing empty stalls at the tandem stalls; May 18 2015 showing single car stalls and stall for tenant 9; June 26, 2023 showing available parking at tandem stalls; April 11, 2014 showing tenants unit 9 parked in tandem stall 14; tenants 9 again parked in stall 14 tandem.	120-001
121	"Nigger" posting seen in neighborhood posted to social media June 19, 2023.	121-001

These exhibits are meant to be indicative but not all inclusive. August 21, 2023. Submitted by Geary J. Johnson.

09/01/2023

XU//

09/01/2023

Exhibit 91

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: bgreene@westsidejcc.org; mlitzer@westsidejcc.org; communications@skirball.org; familyprograms@skirball.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; support@akuvox.com; admin@cd10voices.com; empowerla@lacity.org; sbrown@wwnc.org; pgabriel@wwnc.org; annchayman@aol.com; jayr@westlasawtelle.org; kyleopncwest@gmail.com; mitchdelson@gmail.com; info@tebh.org; bmeyers@tebh.org

Date: Monday, June 5, 2023 at 09:04 AM PDT

Jewish tenants denied housing services at 1522 Hi Point St Apartments

https://clkrep.lacity.org/online/docs/2014/14-1371-S13_pc_05-27-2023.pdf

CF: 14-1371-S13

Name: Geary Juan Johnson

Date Submitted: 05/27/2023

Filename: 14-1371-S13_MISC_5-27-2023.pdf

Comment:

14-1371-S13. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE REPORT relative to amending the Los Angeles Living Wage Ordinance (LWO) and the Los Angeles Hotel Worker Minimum (HWMO) Wage Ordinance. I support if done in a non-discriminatory manner in compliance with the state Unruh Act, civil code section 51,52. I oppose on the grounds the Los Angeles Housing Department acts in a racist and discriminatory manner in violation of the state Unruh Act. See attached emails May 11, 2023 at 12:07 pm, May 22, 2023 email at 11:53 am, May 23 email at 12:12 pm, and May 25, 2023 fax at 8:52:39, and email May 25, 2023 at 9:03 pm. Reference: Don't the Jewish brothers and sisters at this address deserve a working intercom? Don't the Jewish brothers and sisters at

EXH. 91-001

this address deserve a working keypad entry code for deliveries, guests, and friends? Don't the Jewish brothers and sisters at this address who have a disability deserve a working intercom? Don't the Jewish brothers and sisters at this address deserve an answer to complaints about illegal home sharing? Don't the Jewish brothers and sisters at this address deserve access to tandem parking stalls? Reference: The Department of Real Estate has been asked to revoke the real estate broker license of Thomas Khammar (Power Property Management Inc.) on the grounds of violations of the real estate broker laws duties and refusal to provide housing services to Black tenants. Complaint 1-23-0217-015. DRE numbers 01443898, 01866167.

(The above is redacted from a city Los Angeles government posting.)

Illegal rent increase rent controlled building

Dear Hi Point 1522 LLC and City of Los Angeles: This is to verify:

1. I had previously requested the repair or replacement of the intercom system that is in our unit that was previously usable. Since 2014 I have requested its repair or replacement. The unit is still in my apartment and still does not work. Pictures have been forwarded to the owner and city employees.
2. On May 19, 2023, as reported, the intercom and keypad control unit were removed from the front of the building without any written notice or otherwise to use as tenants. For over a week we are without any delivery of US mail, a violation of federal law, and we could not receive any other deliveries or guests.
3. On May 19, as reported to you, I noticed the partial installation of the Akuvox system at the front of the building. Doing my own research at considerable cost, I learned that the Akuxov system is a wired system that is accessible through an application that must be downloaded to computer or cell phone. The Akuvox system will allow the front building door to be opened remotely and does have keypad functionality. Whether the US postal service has been given access to the building, I was told repeatedly the carrier did not have access. No one from the owner or post office has verified that the postal carrier has access. As reported before, we need access for UPS, Fed Ex, DHL, emergency responders and medical supplies, as well as other deliveries, friends and guests.
4. I have received no written communication from the property owner regarding the tenant relationship with Akuvox and what we are to expect from the system and what are tenant obligations. As previously reported, there are short term hotel guests living in the building also.
5. I took the time to contact Akuvox and they wrote me, redacted below. However in their emails, there is no mention of Power Property Management Inc., no mention of Hi Point 1522 LLC. I imagine if other tenants received the same emails, they would not have a clue and would probably trash the emails. I notice from the outside Akuvox unit, no tenants have registered. Email reference: Akuvox employee Shirley Huang.
6. Our rental agreement says that owner pays for trash, water, electrical, and gas, which means it is included in the rent paid.

EXH. 91-002

09/01/2023

7. We paid for the installation of the previous keypad system and intercom around 2015-2022 thru rent increase city capital improvements, about \$17.00 per month total, but our rental unit intercom was never connected to the front of building unit. The owner and city benefitted from the capital improvement rent monies.

8. The Akuvox system requires the use of a computer, cell phone, or otherwise as well as internet electrical connection. The cost of the computer, cell phone, and internet connection are illegal rent increases as this is a **rent controlled building**.

It does not appear the Akuvox can be operated manually. "Internet bills are considered a utility bill, just like telephone bills, because they provide services to the home or business that are considered necessary for daily activity." (Source: Google)

9. In order to use Akuvio, unless the owner writes us otherwise, we have to use our own paid for computer, cell phone, or internet; all such devices are paid monthly. The owner is obligated to give us a reduction in rent to cover the cost of using our own electrical devices to access the Akuvox system.

10. A cell phone and laptop are electronic devices. I have to use electricity to operate the app to access and operate the Akuvox system.

11. I remind all that we still have not been assigned a tandem parking stall, as requested since 2015. My rent check indicates I pay monthly for the use of a tandem parking stall.

12. Your actions are an illegal unilateral change in terms of the rental agreement. We did not agree to such Akuvox usage and we do not waive any rights by using the system.

13. You have reduced the intercom and keypad services without a corresponding reduction in rent.

14. It is unreasonable to expect tenants to communicate directly with Akuvox while the owner has not provided us any information on our obligations under such system. The emails from Akuvox indicate there is a cost involved.

15. **As of today's date, I have been informed by the US postal service that the US mail carrier still has no access to the building to deliver the mail.**

16. Dear Nisi Walton/Thomas Khammar: my roommate has received some type of communication from you regarding an app and login for "MyQCommunity". **I did not receive a similar email.** You have had my email since 2014 and then particularly in 2020 when you sued me in court for damages after I asked for intercom repair and tandem parking. Your position was that the owner did not have to supply those housing services to me: remember you offered exhibits where you had actual notice of my email herein; the court ruled against your argument and did not award you the \$10,000 in damages you requested.

EXH. 91-003

09/01/2023

17. What fee/cost does the tenant have to pay monthly to use the Akuvox system or "MyQCommunity" app?

18. Nisi Walton: do you read and comprehend English?

19. What is the relationship between the SmartPlus app and the MyQCommunity app?

To the Mayor and Council I ask: what are the qualifications to get a tandem parking stall at this location?

Please respond in writing. I will be preparing a housing reduction in rent complaint. All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male American**

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52
c: support@akuvox.com

(Ref: Walter Barratt's "Just Bring Your Toothbrush" company says they provide housing services at this building to select tenants)

References:

Real Estate broker license complaint against Thomas Khammar.
Petition for Writ case against LAHD City of Los Angeles.
CRD retaliation case filed against the parties.
City LAHD Harassment complaint CE280933.
Court TRO file.

References:

LA Mayor Karen Bass Named in Denial Housing Services Complaint



EXH 91-004

**LA Mayor Karen Bass Named in Denial
Housing Services Complaint**

LOS ANGELES. Court papers call Mayor Karen Bass a "racist" alleging she participated in denying apartment intercom...

Received from Akuvox around June 1 2023:

Dear Geary Johnson,

*Your cloud account has been activated. We are giving you **1 month free trial** that expires on 2023-07-01. You can recharge to extend your account expiration date.*

*Download the SmartPlus app to enjoy the Akuvox Cloud service now. Best regards,
The Akuvox Team*

Dear Geary Johnson,

*Your Akuvox Cloud account has been created.
Download the SmartPlus app to enjoy the Akuvox Cloud service now.*

User Name: tainmount@sbcglobal.net Password: (redacted)

Area: North America

09/01/2023

09/01/2023

Exhibit 92

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Regarding call from Benjamin Renka at 10:22 am. - To Benjamin Renka- city case LAHD RSO complaint CE280933

From: G Johnson (tainmount@sbcglobal.net)

To: 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com

Cc: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontdesk@powerpropertygrp.com; megan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; bgreene@westsidejcc.org; mlitzer@westsidejcc.org; communications@skirball.org; familyprograms@skirball.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; support@akuvox.com; admin@cd10voices.com; empowerla@lacity.org; sbrown@wwnc.org; pgabriel@wwnc.org; annchayman@aol.com; jayr@westlasawtelle.org; kyleopncwest@gmail.com; mitchedelson@gmail.com; info@tebh.org; bmeyers@tebh.org

Date: Monday, June 5, 2023 at 12:01 PM PDT

Jewish tenants denied housing services at 1522 Hi Point St Apartments

Power Property Management Inc.

09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us

Power Property Management Inc.

frontdesk@powerpropertygrp.com

Mayor Karen Bass, city of Los Angeles

To whom it may concern:

I received a call and voicemail from Benjamin Renka this morning at 10:22 am. Sorry I was not able to answer the call.

This was the transcription from the call: "Hi, Geary, this is Ben over at Power Property Management. I was just calling to make sure you were able to set up everything with your MyQ account for the intercom. If you have any questions please give me a call back at 310-661-8194, extension 19 thank you."

Yes, I have numerous questions first is and why I have not gotten responses to numerous emails sent out the last six months, in particular April 13, 2023, May 6, 2023, May 11, 2023, May 12, 2023, May 22, 2023, May 23, May 25, 2023, May 28, June 3, June 4, and June 5 (today 10:02

EXH 92-001

am). have also sent a number of faxes. You do comprehend English, don't you? This is a rent agreement situation which requires a good faith, reasonable, interactive process, not a one-sided affair that Power Property Management and owner Meghan Hayner engage in.

1. My understanding is that each tenant must receive their own access code, even if there are multiple tenants in each unit. As stated previously, I have not received any access code for the MyQCommunications account but I did receive an email from Akuvox. I need to rectify the two and explain do I log into both? Nevertheless, I did not receive an access code or any email regarding the MyQ account.

2. I do not waive any rights to the fact the use of the Akuvox and MQ will cause me to have to use my own electric Wi-Fi, cell phone, or laptop; this will represent an illegal rent increase first because there is nothing in my rent agreement that states I have to incur the cost of using my own personal devices to access a system intercom and keypad where such devices were provided by the owner since the inception of tenancy. I have not agreed to use my personal devices to access a system owned by the owner.

3. You have reduced the manual access to the intercom and keypad (the rear door keypad remains). This is an illegal rent increase because there has been no reduction in rent.

4. Is there a monthly fee for tenants to use the Akuvox or MyQ account? As unreasonable, oppressive, malicious, and fraudulent as the owner has been, I am not surprised that the owner is intentionally not telling us is there a fee or not per month. The email from Akuvox indicates there is a monthly fee. A monthly fee is an illegal rent increase and I will not pay it.

5. Has the postal carrier been given access to the mailboxes? No answer from you on this since May 19, 2023 when you removed the keypad and intercom.

6. I would appreciate if you can answer these questions in writing. If you cannot write English, then send me a voicemail and I will have it transcribed at cost.

7. If you are not going to assure tenants **immediately** that the US postal service has access to the mailboxes (not my job to assure that) I will consider hiring an armed guard to assure the carrier has access and I will bill you for the costs. **Cost of preparation of this email is \$44.00. Please remit payment.**

8. Since you have adequate knowledge of my concerns, and you ignore them to cause harm, I view your voicemail as saying "F_ _ k the Jewish tenants."

Your voicemail, Benjamin, is not acceptable as a resolution to the issues herein.

All rights reserved.

Geary Juan Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

EXH 92-002

09/01/2023

Exhibit 93

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

New RSO complaint CE 282421 requests damages against Hi Point 1522 LLC and Power Property Management Inc.

From: G Johnson (tainmount@sbcglobal.net)

To: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com; meghan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org

Cc: patrice.doehrn@dfef.ca.gov; tina.walker@dfef.ca.gov; susan.strick@lacity.org; contact.center@dfef.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; meghan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfef.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Tuesday, June 6, 2023 at 02:46 PM PDT

To Los Angeles Housing Department, RSO Division.

Due to reduction in housing services and illegal increase in rent, I have filed a new RSO complaint your case number CE 282421 against Hi Point 1522 LLC and Power Property Management Inc.

I request the appropriate fine of 18 days x \$2,000 per day or \$36,000 against the property owner due to the obstruction and interference with the delivery of US mail as well as obstruction and interference with deliveries of UPS, Fed, Ex, DHL, medical supplies, guest and friends and emergency responders.

The owner has installed a new intercom and keypad system of which I do not have access in accordance with the six exhibits attached to the CE 282421 complaint.

The actions of the owner are intentional to cause harm and have caused harm and are a proximate result of the damages I have incurred of not being able to receive US mail, UPS, Fed Ex, DHL, friends and relatives, guests and other deliveries. The owner actions also violate the state Unruh Act, CC 51.52.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
 Phone 323-807-3099

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male American**

RH 93-001

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

09/01/2023

RECEIVED 93-0001 002

09/01/2023

Exhibit

94

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Repeated request for information from Property Owner - file RSO case number CE282421- Attention city employee April Aguilar

From: G Johnson (tainmount@sbcglobal.net)

To: support@akuvox.com; armen@cctv.net; boris@cctv.net; ken.wu@akuvox.com

Cc: thomas@powerpropertygrp.com; highpoint1522@gmail.com; brent@powerpropertygrp.com;
09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; frontend@powerpropertygrp.com;
meghan@boldpartnersre.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org;
lahd.rso.central@lacity.org; hcidla.reap@lacity.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov;
susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov;
mayor.helpdesk@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-
dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; cityatty.help@lacity.org;
councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org;
councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org;
councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov;
gavin@gavinnewsom.com; maintenance@alltimemaintenance.com

Date: Saturday, June 10, 2023 at 10:06 AM PDT

Shirley Huang at Akuvox
Hi Point 1522 LLC
Power Property Management Inc.

I have a rent agreement with Hi Point 1522 LLC which is managed by Power Property Management Inc. I do not have a rent agreement with Akuvox, although you appear to be in contractual agreement with Hi Point 1522 LLC.

Previously I have repeatedly asked for a copy of the email that was sent to select tenants advising them of a video to watch about Akuvox. There has been no response to my request from yourself or Power Property Management Inc.

Yesterday June 10, 2023, I received two emails to my herein email address, those emails from Akuvox. There is no indication they are from Power Property Management Inc or Hi Point 1522 LLC. I do not have any obligation to enter into a unilateral agreement with Akuvox. Nevertheless, I told you I already received those two emails. So that does not answer my questions and does not answer my questions about is there a monthly charge to access the Akuvox system.

Your actions are being reported to the California Civil Rights Department (re Unruh Act violations) and to city RSO case number CE282421.

It is apparent from these email exchanges that your company does not comprehend and understand English.

You have not provided to me the video link provided to other tenants and the email advising other tenants that Akuvox was being installed. You have not indicated the cost of the service. I consider these actions to be harassment because I complained about denial of housing services.

EXH 94-001

I need to see some property owner or Power Property Management Inc names on these emails from your company. I do not voluntarily seek to do business with your company. If I do not have a business relationship with your company, in that I have not voluntarily signed up for your Akuvox service, I consider your emails to also be SPAM.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male American**

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

(to City April Aguilar: I have fifteen days from June 9 to file more documents with the city for this complaint CE282421.)

Redacted

Email Again Requested. Tandem Parking Requested. Cost of Intercom requested.

From: GJohnson(tainmount@sbcglobal.net)

To: nisi@powerpropertygrp.com; hcidla.reap@lacity.org; frontdesk@powerpropertygrp.com

Date: Thursday, June 8, 2023 at 09:01 AM PDT

1. I understand from two white tenants that you wrote them a notice that directed them to a video on how to use the Akuvox system and why the system was installed at this address. **I did not get that email. Please send the same email to me.**
2. I consider this actionable neglect on the part of yourself and the owner.
3. My email address is tainmount@sbcglobal.net. Do not mail me at any other address unless I instruct you to.
4. As mentioned before, I did receive emails addressed from Akuvox. Those two emails did not mention this address, your company or yourself. Also, they were not sent to "tainmount@sbcglobal.net".
5. I am really sick of the racist bullshit from your company and property owner.
6. You have not addressed what is the cost to tenants on a monthly basis for using the Akuvox system.
7. You have not addressed my request for tandem parking.

All rights reserved.

Ex. 94-002

09/01/2023

Geary Juan Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male American**

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

c: support@akuvox.com

09/01/2023

EXH 94-003

09/01/2023

Exhibit 95

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

False and Deceptive Business Practices- RSO LAHD case number CE282421. CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: support@akuvox.com

Cc: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Date: Monday, June 12, 2023 at 10:10 AM PDT

Shirley Huang at Akuvox

support@akuvox.com

1. The Akuvox smartphone-enabled intercom system requires a smartphone and internet to use it. Is there a way to use the Akuvox system if a tenant does not have a smartphone or internet?
2. I bring to your attention that I am getting zero response to my email inquiries about your system from the property owner and management company. As you know, the removal of the previous intercom-keypad system was done without notice and tenants like myself were damaged by not being able to receive USPS mail and other deliveries for a pretty lengthy time period. I still don't know if the owner has established access to delivery persons. Numerous emails to the property owner and management company remain unanswered. In the meantime, I hear that some tenants talked with Power Property Management Inc. employee Nisi Walton and that she said that she was emailing tenants but when tenants received the email the only identifier is the name Akuvox and no mention of the property owner or management company. So my questions are being addressed by you to an extent but not by the owner at all. My question is how is the owner allowed to send out emails to tenants that have your company name Akuvox and no name of the sender i.e. Hi Point 1522 LLC? Isn't this a false and deceptive business practice if indeed the property owner is sending emails to tenants and such emails represent they are from Akuvox? Even if you have a system that allows the property owner to send out an automated message ("AI"), there still should be the name of the property owner or agent, unless of course Akuvox is the agent for Hi Point 1522 LLC. What is your opinion?

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9

EX# 95-001

09/01/2023

Los Angeles CA 90035

Phone 323-807-3099

Reference

Council File: 23-1200-S91

Communication from Public 5/27/23

Cindy Panuco / Commission on Civil Rights / Commission Appointment

https://clkrep.lacity.org/online/docs/2023/23-1200-S91_pc_05-27-2023.pdf

Published May 27, 2023

Request 23-4254- City of Los Angeles

<https://recordsrequest.lacity.org/requests/23-4254>

09/01/2023

EXH 95-002

09/01/2023

Exhibit 96

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Racism. RSO LAHD case number CE282421. Still without working intercom housing service. CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontend@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Date: Monday, June 12, 2023 at 03:10 PM PDT

RESPONDENTS:

1. **City of Los Angeles Housing Department including RSO, REAP, and code enforcement divisions** 1200 W. 7th Street Floor 1, Los Angeles CA 90017- via email above
2. **Meghan Hayner**, Bold Partners, 520 Pacific Street #5, Santa Monica, CA 90405 - via email above
3. **Skylight Real Estate Advisors** 5600 W. Jefferson Blvd. LOS ANGELES, CA 90016
4. **Power Property Management Inc.**, 8885 Venice Blvd #205, Los Angeles, California 90034- via email
5. **Hi Point 1522 LLC**, % Thomas Khammar, Power Property Management Inc., 8885 Venice Blvd #205, Los Angeles, California 90034- via email
6. **Mayor Karen Bass**, staff, city council members, City Hall, 200 North Spring Street, Los Angeles CA 90012 - via email

At all times, the word "Respondents" refers to the listed entities, individuals, and companies above.

thomas@powerpropertygrp.com
highpoint1522@gmail.com
09e41e7459a05677911c@powerpropertygroup
frontend@powerpropertygrp.com

09/01/2023

"James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church."

"(Re Emmett Till). Several nights after the incident in the store, Bryant's husband Roy and his half- brother J.W. Milam were armed when they went to Till's great-uncle's house and abducted Emmett. They took him away and beat and mutilated him, before shooting him in the head and sinking his body in the Tallahatchie River. Three days later, Till's body was discovered and retrieved from the river."

EXH 96-001

“There was some kind of scuffle two hundred yards down the street, again strangely noiseless, and a huddled knot of men opened up to reveal two brawlers being separated and pulled away from their fight. What I saw next gave me a fright: in the farther distance, beyond the listless crowd, the body of a lynched man dangling from a tree. The body was slender, dressed from head to toe in black, reflecting no light. It soon resolved itself, however, into a less ominous thing: dark canvas sheeting on a construction scaffold, twirling in the wind.”

– Teju Cole, *Open City*

I believe the above persons/entities (City of Los Angeles, et al) are racists and have taken intentional acts to deny me full and equal housing services and privileges based on my race Black, sex male, age over 45, and because I have a disability, based on the following facts:

1. I have not been provided the requested smartphone and internet/Wi-fi due to racism and because I complained (retaliation)
2. The previous intercom system (Artolier) was not repaired due to racism and retaliation against me by the Respondents.
3. I am entitled to “full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever”.
4. The Respondents are liable to provide “full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever”.
5. I cannot use the Akuvox and cannot receive quests or deliveries without the use of a owner supplied smartphone and internet. Breach of the rental agreement and false and deceptive business practice.
6. Malice, oppression, fraud by the property owner.
7. Unreasonable and bad faith by the property owner.
8. Reduction of housing services
9. Illegal increase in rent
10. The only current tenant complaining about the non-working intercom system was me
11. Others written complaints about the intercom included two other past tenants and two guests, and my roommate
12. The Intercom and keypad was primarily for the use of the tenants
13. The actions of Respondents' were intentional and designed to cause harm
14. Intentional denial of smartphone, internet, wi-fi, to use the Smartphone enabled intercom Akuvox
15. Traditionally intercom systems are for the use of the tenants, not the owners, of multifamily dwellings

EXH 96-002

16. The attached old street view of 1522 Hi Point St 90035 shows the original intercom system that was available to tenants prior to 2010.
17. "As a covered entity under Title II of the Americans with Disability Act, the City of Los Angeles does not discriminate on the basis of disability, and upon request will provide reasonable accommodation to ensure equal access to its programs, services, and activities." City of Los Angeles code violation program via employee David Wood.
18. Respondents had adequate notice that claimant had a qualified disability circa March 2023 and at this time claimant was denied accommodation of intercom maintenance and tandem parking.
19. Respondents had adequate notice that claimant had a qualified disability March 2023 and at this time claimant was denied interactive process
20. Claimant was denied the opportunity to participate in or benefit from the full and equal housing services
21. Respondents acted with intent to deny claimant housing services "no matter his race, sex..." in utter disregard to Respondent's liability under the Unruh Act.
22. Claimant's vision disability is obvious. For that reason, claimant does not need a letter from his doctor. For other disabilities, claimant has supplied Respondents with a letter from his doctor via email. November 2, 2022, claimant emailed the owner at 9:52 am requesting accommodation due to disability. Within 30 days the owner did not respond to the request, claimant believes owner did so in retaliation because claimant complained; claimant was injured. March 8, 2023 at 8:06 a.m. claimant emails all Respondents again requesting an accommodation due to disability. There was no response. Claimant believes that Respondents did not respond because claimant complained, and due to claimants race, Black, sex male, age over 45 and due to claimant stated disability. On April 13, 2023, at 4:03 pm via email claimant again requested to all Respondents a reasonable accommodation due to disability. Within 30 days, that request has been ignored; claimant feels the request has been ignored due to claimant's protected status as stated herein, and in retaliation.
23. 1. That Respondents denied/aided or incited a denial of/discriminated or made a distinction that denied full and equal accommodations/advantages/facilities/privileges/ services to GEARY J. JOHNSON
2. That a motivating reason for Respondents' conduct is its adequate notice of GEARY J. JOHNSON's age, race, sex, and disability;
3. That GEARY J. JOHNSON was harmed; and
4. That RESPONDENTS' intentional conduct was a substantial factor in causing GEARY J. JOHNSON'S harm.
- (A) An individual GEARY J. JOHNSON is a member, or individuals are members, of a protected class, including under subsection 12955(m) of the Act;
- (B) The individual GEARY J. JOHNSON, was, or individuals were, subject to adverse action regarding a housing opportunity or may be subject to such adverse action; and
- (C) The member's or members' status as protected class members was or is a motivating factor for the adverse action. (Cal. Code Regs. tit. 2 § 12042)

No legally sufficient justification has been offered by the Respondents for denial of intercom repair including smartphone, internet and/or WiFi, and denial of tandem parking and denial of housing modification.

EXH 96-003

09/01/2023

24. Proving that discriminatory intent is a motivating factor, does not require proof of personal prejudiced or animus, only that consideration of any protected basis is a motivating factor and committing a discriminatory housing practice. (CCR Tit. 2, section 12041). Before taking its actions of denial of housing services requested, Respondents considered claimant's race, sex, age, and disability because they had adequate knowledge of such protected categories based on the emails, city code violation complaints, city RSO complaints and city REAP complaints and mention of the Unruh Act.
 25. Evidence that is relevant to either a prima facie case or to rebut an affirmative defense includes **evidence related to the historic background of the decision, the specific sequence of events** leading up to the challenged decision, **departures from the normal procedural sequence or criteria for the decision, evidence that the housing opportunity remained available** or was rented or sold to a person who is not a member of the complainant's protected class, statements by decision makers, or evidence that the respondent's treatment of others who are not members of the relevant protected class is different than treatment of the complainant. Detail relevant facts. This is circumstantial evidence probative of intent.
 26. The evidence shows that Respondents's have refused to engage in a prompt good faith interactive process regarding the intercom related need for owner supplied smartphone, internet/Wifi, and the tenant request for tandem parking. It has been over 35 days since GEARY J. JOHNSON has made the request for housing modification regarding the intercom and tandem parking.
 27. The Respondents have failed to provide a reasonable accommodation as requested by GEARY J. JOHNSON. The Respondents have failed to engage in an interactive process. The Respondents' failed to participate in a good faith interactive process to determine whether reasonable accommodation could be made. GEARY J. JOHNSON was harmed as result of Respondents failure to engage in a good faith interactive process in that JOHNSON is without a working intercom and the tools required to use AKUVOX and JOHNSON is still denied the full and equal use of a tandem parking stall.
 28. Respondents have failed to make a prompt response to the request for accommodation
 29. Respondents have acted in concert and installed an exterior Akuvox's Video Doorphone but have not provided GEARY J. JOHNSON with a smartphone, internet/WiFi to operate the Akuvox device. The Respondent's have not offered a reasonable alternative to GEARY J. JOHNSON to use the Akuvox system if no smartphone or internet is provided.
 30. I believe the Akuvox system is designed to cut off tenants like GEARY J. JOHNSON from the peaceful enjoyment of the premises and full and equal housing services.
- All rights reserved.

Geary Juan Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male American**

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

Ex# 96-004

09/01/2023

Racists Among Us

reference

Akuvox R29C-B - (Data sheet)(excerpt)

Perfect Doorphone choice for daily life

The security that comes with being able to control who comes into your building along with the ability to verbally and visually confirm their identity is immeasurable. **Akuvox's Video**

Doorphone R29 Series enable you to easily monitor an entrance door or gate and gives you the peace of mind knowing that your facility is more secure.

At a Glance

- Dual camera for anti-counterfeit, completely solve all kinds of photos and video deception on various carries;
- Face verification accuracy >99% ; face comparison speed <0.6s per person; false recognition rate<0.1%;
- Allows both audio and video communication to an IP phone, mobile client, or soft phone;
- Enables the ability to remotely control the door/gate;
- Monitors the body temperature of people entering the building in real time;
- Speeds response time to visitors, delivery and service personnel that require access;
- For Indoor use only;



Old Street View 1522 Hi Point Pic.tiff
526.3kB

09/01/2023

EXH. 96-005

09/01/2023

Exhibit 97

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfef.ca.gov; tina.walker@dfef.ca.gov; susan.strick@lacity.org; contact.center@dfef.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfef.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Date: Thursday, June 15, 2023 at 11:09 AM PDT

Racists Among Us

RESPONDENTS:

1. **City of Los Angeles Housing Department including RSO, REAP, and code enforcement divisions** 1200 W. 7th Street Floor 1, Los Angeles CA 90017- via email above
2. **Meghan Hayner**, Bold Partners, 520 Pacific Street #5, Santa Monica, CA 90405 - via email above
3. **Skylight Real Estate Advisors** 5600 W. Jefferson Blvd. LOS ANGELES, CA 90016
4. **Power Property Management Inc.**, 8885 Venice Blvd #205, Los Angeles, California 90034- via email

5. **Hi Point 1522 LLC**,
c/o Thomas Khammar,
Power Property Management Inc.,
8885 Venice Blvd #205, Los Angeles, California 90034- via email and facsimile

6. **Mayor Karen Bass**, staff, city council members,
City Hall, 200 North Spring Street, Los Angeles CA 90012 - via email

At all times, the word "Respondents" refers to the listed entities, individuals, and companies above.

thomas@powerpropertygrp.com highpoint1522@gmail.com
09e41e7459a05677911c@powerpropertygroup frontdesk@powerpropertygrp.com

"James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church."

EX 6 97-007

“(Re Emmett Till). Several nights after the incident in the store, Bryant’s husband Roy and his half- brother J.W. Milam were armed when they went to Till’s great-uncle’s house and abducted Emmett. They took him away and beat and mutilated him, before shooting him in the head and sinking his body in the Tallahatchie River. Three days later, Till’s body was discovered and retrieved from the river.”

“There was some kind of scuffle two hundred yards down the street, again strangely noiseless, and a huddled knot of men opened up to reveal two brawlers being separated and pulled away from their fight. What I saw next gave me a fright: in the farther distance, beyond the listless crowd, the body of a lynched man dangling from a tree. The body was slender, dressed from head to toe in black, reflecting no light. It soon resolved itself, however, into a less ominous thing: dark canvas sheeting on a construction scaffold, twirling in the wind.”

– Teju Cole, Open City

I believe the above persons/entities (City of Los Angeles, et al) are racists and have taken intentional acts to deny me full and equal housing services and privileges based on my race Black, sex male, age over 45, and because I have a disability, based on the following facts:

1. I have not been provided the requested smartphone and internet/Wi-fi due to racism and because I complained (retaliation)
2. The previous intercom system (Artolier) was not repaired due to racism and retaliation against me by the Respondents.
3. I am entitled to “full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever”.
4. The Respondents are liable to provide “full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever”.
5. I cannot use the Akuvox and cannot receive quests or deliveries without the use of a owner supplied smartphone and internet. Breach of the rental agreement and false and deceptive business practice.
6. Malice, oppression, fraud by the property owner.
7. Unreasonable and bad faith by the property owner.
8. Reduction of housing services
9. Illegal increase in rent
10. The only current tenant complaining about the non-working intercom system was me
11. Others written complaints about the intercom included two other past tenants and two guests, and my roommate
12. The Intercom and keypad was primarily for the use of the tenants

EX# 97-002

09/01/2023

13. The actions of Respondents' were intentional and designed to cause harm
14. Intentional denial of smartphone, internet, wi-fi, to use the Smartphone enabled intercom Akuvox
15. Traditionally intercom systems are for the use of the tenants, not the owners, of multifamily dwellings
16. The attached old street view of 1522 Hi Point St 90035 shows the original intercom system that was available to tenants prior to 2010.
17. "As a covered entity under Title II of the Americans with Disability Act, the City of Los Angeles does not discriminate on the basis of disability, and upon request will provide reasonable accommodation to ensure equal access to its programs, services, and activities." City of Los Angeles code violation program via employee David Wood.
18. Respondents had adequate notice that claimant had a qualified disability circa March 2023 and at this time claimant was denied accommodation of intercom maintenance and tandem parking.
19. Respondents had adequate notice that claimant had a qualified disability March 2023 and at this time claimant was denied interactive process
20. Claimant was denied the opportunity to participate in or benefit from the full and equal housing services
21. Respondents acted with intent to deny claimant housing services "no matter his race, sex..." in utter disregard to Respondent's liability under the Unruh Act.
22. Claimant's vision disability is obvious. For that reason, claimant does not need a letter from his doctor. For other disabilities, claimant has supplied Respondents with a letter from his doctor via email. November 2, 2022, claimant emailed the owner at 9:52 am requesting accommodation due to disability. Within 30 days the owner did not respond to the request, claimant believes owner did so in retaliation because claimant complained; claimant was injured. March 8, 2023 at 8:06 a.m. claimant emails all Respondents again requesting an accommodation due to disability. There was no response. Claimant believes that Respondents did not respond because claimant complained, and due to claimants race, Black, sex male, age over 45 and due to claimant stated disability. On April 13, 2023, at 4:03 pm via email claimant again requested to all Respondents a reasonable accommodation due to disability. Within 30 days, that request has been ignored; claimant feels the request has been ignored due to claimant's protected status as stated herein, and in retaliation.
23. 1. That Respondents denied/aided or incited a denial of/discriminated or made a distinction that denied full and equal accommodations/advantages/facilities/privileges/ services to GEARY J. JOHNSON
2. That a motivating reason for Respondents' conduct is its adequate notice of GEARY J. JOHNSON's age, race, sex, and disability;
3. That GEARY J. JOHNSON was harmed; and
4. That RESPONDENTS' intentional conduct was a substantial factor in causing GEARY J.

EXH 97-003

JOHNSON'S harm.

(A) An individual GEARY J. JOHNSON is a member, or individuals are members, of a protected class, including under subsection 12955(m) of the Act;

(B) The individual GEARY J. JOHNSON, was, or individuals were, subject to adverse action regarding a housing opportunity or may be subject to such adverse action; and

(C) The member's or members' status as protected class members was or is a motivating factor for the adverse action. (Cal. Code Regs. tit. 2 § 12042)

No legally sufficient justification has been offered by the Respondents for denial of intercom repair including smartphone, internet and/or WiFi, and denial of tandem parking and denial of housing modification.

24. Proving that discriminatory intent is a motivating factor, does not require proof of personal prejudiced or animus, only that consideration of any protected basis is a motivating factor and committing a discriminatory housing practice. (CCR Tit. 2, section 12041). Before taking its actions of denial of housing services requested, Respondents considered claimant's race, sex, age, and disability because they had adequate knowledge of such protected categories based on the emails, city code violation complaints, city RSO complaints and city REAP complaints and mention of the Unruh Act.
25. Evidence that is relevant to either a prima facie case or to rebut an affirmative defense includes **evidence related to the historic background of the decision, the specific sequence of events** leading up to the challenged decision, **departures from the normal procedural sequence or criteria for the decision, evidence that the housing opportunity remained available** or was rented or sold to a person who is not a member of the complainant's protected class, statements by decision makers, or evidence that the respondent's treatment of others who are not members of the relevant protected class is different than treatment of the complainant. Detail relevant facts. This is circumstantial evidence probative of intent.
26. The evidence shows that Respondents's have refused to engage in a prompt good faith interactive process regarding the intercom related need for owner supplied smartphone, internet/Wifi, and the tenant request for tandem parking. It has been over 35 days since GEARY J. JOHNSON has made the request for housing modification regarding the intercom and tandem parking.
27. The Respondents have failed to provide a reasonable accommodation as requested by GEARY J. JOHNSON. The Respondents have failed to engage in an interactive process. The Respondents' failed to participate in a good faith interactive process to determine whether reasonable accommodation could be made. GEARY J. JOHNSON was harmed as result of Respondents failure to engage in a good faith interactive process in that JOHNSON is without a working intercom and the tools required to use AKUVOX and JOHNSON is still denied the full and equal use of a tandem parking stall.
28. Respondents have failed to make a prompt response to the request for accommodation
29. Respondents have acted in concert and installed an exterior Akuvox's Video Doorphone but have not provided GEARY J. JOHNSON with a smartphone, internet/WiFi to operate the Akuvox device. The Respondent's have not offered a reasonable alternative to GEARY J. JOHNSON to use the Akuvox system if no smartphone or internet is provided.

EXH 97-004

30. I believe the Akuvox system is designed to cut off tenants like GEARY J. JOHNSON from the peaceful enjoyment of the premises and full and equal housing services.

As the Respondents are not responding, I reserve the right to file a new code violation complaint.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male American**

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

reference

Akuvox R29C-B - (Data sheet)(excerpt)

Perfect Doorphone choice for daily life

The security that comes with being able to control who comes into your building along with the ability to verbally and visually confirm their identity is immeasurable. **Akuvox's Video**

Doorphone R29 Series enable you to easily monitor an entrance door or gate and gives you the peace of mind knowing that your facility is more secure.

At a Glance

Dual camera for anti-counterfeit, completely solve all kinds of photos and video deception on various carries;

Face verification accuracy >99% ; face comparison speed <0.6s per person; false recognition rate<0.1%;

Allows both audio and video communication to an IP phone, mobile client, or soft phone;

Enables the ability to remotely control the door/gate;

Monitors the body temperature of people entering the building in real time;

Speeds response time to visitors, delivery and service personnel that require access;

For Indoor use only;

09/01/2023

EX# 97-005

09/01/2023

Exhibit 98

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

June 15, 2023

1522 Hi Point St 9
Los Angeles CA 90035
323-807-3099

Evidence List

I enclose case documents for CE280933 filed May 3 2023 because I never received a response.

Evidence Documents supplied to RSO LAHD case number CE282421

January 15, 2023. Email Subject: Repairs Needed at unit 9 at 1522 Hi Point St -- including intercom repair and extension of striping parking stall #8". 4 pages.

Feb. 6, 2023. Email Subject: "Memorialization of Code Enforcement Inspection Today". 4 pages.

Feb. 11, 2023. Email Subject: "Feb . 11, 2023. Repairs Needed at unit 9 at 1522 Hi Point St -- including intercom repair and extension of striping parking stall #8". Six pages.

March 13, 2023. Email subject: "Continued Request for Reasonable Accommodation and Continued Request for Housing Services Intercom Repair and Tandem Parking". 9 pages.

April 12, 2023. Doctor letter requesting accommodation.

April 27, 2023. Code Violation complaint 855304. 12 pages.

May 3, 2023. Submitted LAHD case CE 280933. With confirmation. 19 pages.

May 23, 2023. Email subject: "LAHD RSO complaint CE280933 and additional Reduction in Services/Reduction in Rent Complaint. Demand for rent reduction. Low hot water pressure". 2 pages.

09/01/2023

June 3, 2023. Email subject. "Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933". 3 pages.

June 4, 2023 (12:59 pm). Email subject: "Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933". Four pages.

June 5, 2023. (9:04 am) Email subject: "Old Intercom and Rent Reduction Due - Contact with Akuvox- LAHD RSO complaint CE280933". Five pages.

June 6, 2023. Email subject: "New RSO complaint CE 282421 requests damages against Hi Point 1522 LLC and Power Property Management Inc.". Two pages.

June 8, 2023. Email subject: "Email Again Requested. Tandem Parking Requested. Cost of Intercom requested." Two pages.

June 10, 2023. Email subject. "Repeated request for information from Property Owner - file RSO case number CE282421- Attention city employee April Aguilar". Three pages.

June 11, 2023. Email subject: "The property owner has not supplied the smart phone to use the Akuvox system-RSO LAHD case number CE282421. Still without working intercom housing service. CRD Case 202305-20745222 ". Three pages.

June 12, 2023. Email subject "False and Deceptive Business Practices- RSO LAHD case number CE282421. CRD Case 202305-20745222". Two pages.

June 12, 2023. (3:10 pm). Email subject: "Racism. RSO LAHD case number CE282421. Still without working intercom housing service. CRD Case 202305-20745222". Five pages.

June 6, 2023. Attachment to RSO complaint.

June 5, 2023. From Internet blog page. Picture of new intercom at 1522 Hi Point and Picture of old intercom.

2021-11-4. Signed parking agreement where owner orders tenants unit 9 to move from stall #14 (a tandem stall) to stall #8, a single car stall. This is proof of reduction in housing services. This is a continuing obligation as indicated in the endorsed rent checks.

3-23-2015. Amended declarations Byron Wilson and Geary Johnson re available tandem parking at 1522 Hi Point St in 2010. Two pages.

June 1, 2016. Declaration Byron Wilson (2nd tenant at unit 9) observation of tandem stalls in parking lot at inception of tenancy. One page.

September 6, 2022. Declaration of Clifford White III re intercom system and tandem parking. One page.

4/4/14. Picture Wilson and Johnson cars parked in stall #14.

09/01/2023

capability. The owner actions of not providing the tools to use the Akuvox and the denial of tandem parking are illegal harassment as defined under the city Anti-Tenant Harassment Ordinance.

The Akuvox system is not the same as the previous intercom system. Therefore the owner has removed the outdoor unit intercom and keypad which did not require smartphone and internet to operate, a reduction in services, and replaced it with a vastly different system without offering a reduction in rent. Also, the new system can only be operated by use of smartphone and internet. This is an illegal rent increase because the owner has not supplied the smartphone and internet to use the Akuvox system (see emails evidence). If I was to purchase a smartphone and internet in order to use the Akuvox system, this would be an expenditure not recognized under the rent agreement but recognized by the city as an additional illegal rent increase.

The emails and documents attached herein, indicative but not all inclusive, prove the landlord reduction in services without a corresponding rent decrease, and prove harassment.

Essentially I still do not have a working intercom system.
Essentially I still do not have a tandem parking stall.

This complaint is continuing damages and continuing obligations. All rights reserved.

/s/ Geary J. Johnson
Dated June 14, 2023

09/01/2023

PROOF OF SERVICE

I, ERIC BECKWITH, do declare:

I am a resident of the County of Los Angeles; I am over the age of 18 years of age and not a party to be within entitled action; my business address is 1522 Hi Point St. Apt 9, Los Angeles, CA 90035.

On JUNE 14, 2023, I served the within

**Evidence Documents supplied to RSO LAHD case
number CE282421**

(113 PAGES TOTAL plus Evidence List and proof of service 5 pages)

on the below listed in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed to the last known address as follows:

INVESTIGATION AND ENFORCEMENT
LAHD
APRIL AGUILAR
1920 SUNSET BLVD STE 300
LOS ANGELES CA 90026

(Via USPS first class Priority

)

I declare under penalty of perjury under the laws of THE STATE OF CALIFORNIA that the foregoing is true and correct.

Executed on JUNE 14, 2023, at Los Angeles California.

ERIC BECKWITH

EXH 98-004

4/9/2014. Picture of stall 14 and 15.

5/18/2015. Picture Byron Wilson car parked in one car stall #8.

2/16/2010. Redacted rent agreement unit 9 Johnson and Wilson. Premises and housing services are described as "including but not limited to". Seven pages.

Picture inside wall unit apt 9 Intercom showing wires. Originally taken 5/15/2022.

May 19, 2023. Picture of 1522 Hi Point St 90035 Outside intercom unit being removed.

Posted at 1522 "Statement of Registered Rental Units". Code enforcement has been advised that the document is not current. It shows valid for 7/1/2021 thru 6/30/2022. I imagine the registration is not current because the owner is engaged in illegal home sharing, as reported to the city, and units are not being used for the purpose intended.

Rent checks. Rent is current thru June 2023. Attached Jan, Feb, March, April, May, June either rent checks (one each tenant) or endorsed check. I was not able to locate copies of checks for BL Wilson for April and May but the rent is current.

On May 19, 2023, the owner had refused to repair the intercom unit in apartment 9 (mine). However, on or around May 19, 2023, the intercom and keypad on the outside of the front door was still functioning before being removed. The previous intercom system was primarily for the use of the tenants who lived in the building, while the keypad system could be used by anyone who had the entry code.

I ask the Housing Department to order a rent reduction because the intercom and keypad were removed from the front of the building. Both devices were for the primary use of myself as tenant.

I ask the Housing Department to order a rent reduction because I and my roommate were removed from parking in a tandem parking stall, a reduction from two car stall to one car stall. The signed 2021-11-4 shows that the owner admitted I was parked in a two car stall. Pictures show me and my roommate parked in a two car stall #14. A picture shows my roommate parked in stall #8, a single car stall.

The owner has failed to provide us with the smartphone and internet to use the Akuvox smartphone enabled app that has intercom and keypad

09/01/2023

Exhibit

99

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

New code violation complaint filed - Racism, RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontend@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Date: Friday, June 23, 2023 at 10:09 AM PDT

City government published documents show race and disability discrimination practiced by city employees

The conduct of the city in this matter is outrageous. I have also asked such respondents for a reasonable accommodation for tandem parking at this address 1522 Hi Point St 90035. The city government has refused the accommodation, and refused to engage in an interactive process of discussion. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination.

The code violation complaint is dated 6/19/23 city number 860747.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
 Phone 323-807-3099

Reference:

<https://lahousingpermitsandrentadjustmentcommission.com/communications-with-city-employees/>

Ex 89-001

09/01/2023

09/01/2023

EXH 99-002

09/01/2023

Exhibit 100

VERIFICATION OF DOCUMENTS RECEIVED BY LAHD. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; councilmtgitems@santamonica.gov; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Cc: meena.s.bavan@hud.gov; alexandra.g.loor@hud.gov; william.m.rhodes@hud.gov; hud-pihrc@ardentinc.com; hudlosangelesoph@hud.gov

Date: Friday, June 30, 2023 at 11:26 AM PDT

VIA EMAIL AND FACSIMILE

LAHD case number CE282421

City of Los Angeles Housing Department including RSO, REAP, and code enforcement divisions

1910 Sunset Blvd Ste 300

Los Angeles, CA 90026

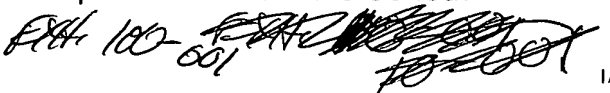
FAX: 213-314-6279

EMAIL: lahd.rso.central@lacity.org

1. This email shall verify that documents from me for this city case number were received by priority mail on June 15, 2023 at 12:36 pm and signed for by your department employee. Proof of service shows 113 pages delivered plus evidence list.

2. Based on denials of damages from the office of the City Attorney, it is my belief that the city of Los Angeles feels it can engage in abuse of federal funds by using those funds for purposes of housing discrimination, particular in my case denial of full and equal housing services and denial of a housing accommodation. (Re: referral to HUD).

3. The hot water pressure in the kitchen sink does not operate as intended. This has been reported to the LAHD code enforcement division with strict instructions that the code enforcement employees should contact the property owner if they need to inspect the unit; **the tenants are not available for inspection and should not be disturbed.** I have spent two hours research at a billable cost of \$42.00 and I have determined that the hot water adjusting valve needs replacement or is blocked.

PAID 100-001 

4. My doctor and myself have requested that the intercom in my unit be repaired or replaced. The intercom in my unit is still not operating as intended. See attached picture of Artolier unit; the tablet on top is not part of the intercom and is for purposes of authentication. The owner has not responded as to when the intercom in my unit will be repaired or replaced and complaints are pending since 2014.
5. The emails used for this communication are emails supplied by the owner Meghan Hayner and the property management company.
6. The owner installed around May 19, 2023 an Akuvox Smartphone app door entry system at the front of the building. The owner has not supplied myself or my roommate (both Black tenants, male) with a smartphone, WiFi, or internet in order to access the Akuvox system. However, it is my understanding from the company "Just Bring Your Toothbrush" that numerous non-Black tenants in the building have been supplied with free WiFi by the property owner or contractors. Tenants unit 9 have not been supplied with free WiFi, a violation of the full and equal provisions under the state Unruh Act. I believe the tenants that have owner supplied free WiFi and Hi-Speed Spectrum internet include units 1,2,3,4,6,7,10,11,13,14,15,16,17,18. The city government has refused to investigate these units.
7. My doctor as well as myself has also requested a housing accommodation that I be supplied with a tandem parking stall. That also has not been, and thus is another violation of the state Unruh Act and owner and city government liability to provide full and equal housing services Unruh Act. See attached picture of parking stall #13 which was extended at the request of a tenant who was an Asian female; the city and owner have refused to extend my parking stall #8. See attached parking picture stalls 13-16.
8. This matter involves continuing liabilities and continuing damages.
9. I believe because the amount of noise and thumps and banging all hours of the day and night, that the Police believe there is a **meth lab business** being run out of apt 18 above us.
10. I believe the city of Los Angeles says it is liable to assure that applications for housing services are conducted in a nondiscriminatory manner under the Fair Housing Laws, i.e. the intercom and tandem parking quoted herein. The tandem parking requirements and application process is not being conducted in a non-discriminatory manner.
11. Up to June 23, these additional emails were received by the city to this complaint number: June 15 at 11:09 am, June 23 at 10:09 am.
12. A Zoom hearing on this matter is requested.

All rights reserved.

Geary Juan Johnson
1522 HI POINT ST 9

100-002
EXH 100-002
RTH 100-002

LOS ANGELES CA 90035

Phone 323-807-3099

I am a tenant who is Ham-Jew-DNA-Kushite/Black male American

I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

LEGAL REFERENCE:

Denying a tenant the use of parking spaces breaches the covenant of quiet enjoyment because the parking space is essential to the tenant's use and enjoyment of the premises. Sierad v. Lilly (1962) 204 CA2d 770, 775, 22 CR 580, 583.

Termination or reduction in services breaches the covenant of quiet enjoyment. Public Employees Retirement System v. Winston (1989) 209 CA3d 205, 208, 258 CR 612, 613.

REFERENCE: EMAIL SENT AND RECEIVED JUNE 15, 2023 AT 11:09 AM

REFERENCE : EMAIL SENT AND RECEIVED:

Subject: New code violation complaint filed - Racism. RSO LAHD case number CE282421. Still without working intercom housing service. Still without tandem parking. CRD Case 202305-20745222

From: GJohnson(tainmount@sbcglobal.net)

To: patrice.doehrn@dfefh.ca.gov; tina.walker@dfefh.ca.gov; susan.strick@lacity.org; contact.center@dfefh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@bouldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfeld@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfefh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Date: Friday, June 23, 2023 at 10:09 AM PDT

City government published documents show race and disability discrimination practiced by city employees

The conduct of the city in this matter is outrageous. I have also asked such respondents for a reasonable accommodation for tandem parking at this address 1522 Hi Point St 90035. The city government has refused the accommodation, and refused to engage in an interactive process of discussion. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination.

EXH 100-003

The code violation complaint is dated 6/19/23 city number 860747.

Geary Juan Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

Reference:

<https://lahousingpermitsandrentadjustmentcommission.com/communications-with-city-employees/>



2023-6-20 Intercom Inside Unit 9 Pic.pdf
1.9MB



Cropped Parking 13-16.jpeg
360.1kB

09/01/2023

Ref. 100-004

09/01/2023

Exhibit *101*

BYRON WILSON
1522 HI POINT ST.
9
LOS ANGELES, CA 90035

97-311/1240

1025

DATE 7-1-23

PAY TO THE
ORDER OF

Hi Point 1522 LLC \$ 769.00
Seven hundred Sixty-nine and 00/100 DOLLARS

ally

BANK.

1522 Hi point st #9

MEMO

Rent July 2023

⑆124003⑆16⑆ 1094228515⑆

1025

GEARY JUAN JOHNSON
1522 HI POINT ST. APT 9
LOS ANGELES, CA 90035

18-339
1220

1244

Date 7/1/23

Pay to the
Order of

Hi Point 1522 LLC \$ 769.11
Seven hundred sixty nine and 11/100 Dollars



CALIFORNIA BANK TRUST

DIAMOND BAR OFFICE
1200 S. DIAMOND BAR BLVD., STE. 100, DIAMOND BAR, CA 91763
CST Connect 1-800-400-4000

Rent + INTERPERSONAL
FOR TANDEN PARKING

⑆122003396⑆

My way or the highway

09/01/2023

EXH. ~~100~~ 101-001

Scanned with CamScanner

09/01/2023

Exhibit 102

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Ann Sewill, General Manager
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager
Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager

Los Angeles Housing Department
Rent Stabilization Division – Investigation & Enforcement

1910 Sunset Blvd Ste 300, Los Angeles, CA 90026
Tel : 213-275-3493 | Toll-free: 866-557-7368
housing.lacity.org

City of Los Angeles



Karen R. Bass, Mayor

COPY

July 06, 2023

GEARY JUAN JOHNSON
1522 S HI POINT ST, #9
LOS ANGELES, CA 90035

Notice of Case Closure

LAHD Case Number: CE273371

Complaint Address: 1522 S HI POINT ST, #9, Los Angeles, CA 90035

Alleged Violation(s): Illegal Rent Increase, Reduction of Services, Harassment

Dear Mr. Johnson,

This letter is a supplemental information to clarify Case CE 273371, detailing the previous cases filed by you that addressed the issues presented in Case CE 273371.

In Case CE 273371, you filed a complaint alleging illegal rent increase, reduction of services, and harassment. These complaints were raised in previous cases, CE 208134, CE 203006, and CE 212259. The cases were adjudicated administratively by our Investigations & Enforcement Section. A thorough investigation was conducted and no violations of illegal rent increase and reduction of services were found.

- (1) **Illegal Rent Increase:** The Notice of Change of Terms of Tenancy dated April 21, 2015 revealed that the increase in rent was within the guidelines of the Rent Stabilization Ordinance (RSO). The rent increase was within the annual allowable rent increase percentage of 5% (3% annual increase + 2% additional for utilities paid). No violation was cited for an illegal rent increase. (Attachment A)
- (2) **Reduction of Service:** The ownership/management's refusal to provide you with Parking Space #14 did not violate the RSO. The rental agreement dated February 16, 2010 reflected Parking Space #8 as the parking space provided to you. The enforcement of your parking in Space #8 instead of Space #14 did not constitute a reduction in service under the RSO to warrant a rent reduction. (Attachment B)
- (3) **Reduction of Service:** The non-operable intercom was not a service available to you at the inception of your tenancy. In order for you to be eligible for a reduction in rent for a service lost, you must demonstrate that it was a service included in the rental agreement or a service provided to you at move-in (RAC 410.03). The rental agreement did not include any terms or language referencing an intercom for the unit. It was established that the intercom was not operable when you moved in supported by evidence from ownership/management establishing that the intercom was inoperable since 2006, five years prior to your move in date. Thus, reduction in rent was not applicable. (Attachment A)

Case CE 273371 included the following:

Based on the documents you submitted substantiate harassment due to your landlord not addressing repairs and the landlord interfering with your comfort, peace, and quiet enjoyment of the unit. Therefore, on December 13, 2022, the LAHD sent your landlord/property management company the City Ordinance No. 187109 Tenant Anti-Harassment Ordinance (TAHO) informative letter and provided you a copy via email.

The above language is incomplete and contain grammatical errors. The first sentence should have included the prepositional phrase "to", between the words 'submitted' and 'substantiate'. Furthermore, the sentence is an incomplete sentence because it lacks a predicate. The sentence also left out the action that was taken based on the "documents submitted". Therefore, the LAHD Notice of Case Closure is amended to read as follows:

Based on the documents you submitted to substantiate harassment due to your landlord not addressing repairs and the landlord interfering with your comfort, peace, and quiet enjoyment of the unit, on December 13, 2022, the LAHD sent your landlord/property management compcny the City Ordinance No. 187109 Tenant Anti-Harassment Ordinance (TAHO) informative letter and provided you a copy via email.

EXH 102-001

09/01/2023

Ann Sewill, General Manager
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager
Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager

City of Los Angeles



Karen R. Bass, Mayor

**Los Angeles Housing Department
Rent Stabilization Division – Investigation & Enforcement**

1910 Sunset Blvd Ste 300, Los Angeles, CA 90026
Tel.: 213-275-3493 | Toll-free: 866-557-7368
housing.lacity.org

“Informative letter” is sent when allegations are presented by a tenant but does not meet the standard of violation. Informative letter helps to educate and promote existence of tenant protections. It was in no way a letter determining a violation of harassment. (Attachment C)

If a citation was issued for violation of Tenant Anti-Harassment Ordinance (TAHO), the letter would include language demanding discontinuance of harassment. The letter does not require ownership/management to do any acts in order to be compliant.

This decision is final and not appealable. If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

Should you have further questions regarding your case, please call April Aguilar at (818) 756-1405.

Cordially,

A handwritten signature in cursive script, appearing to read "A. Topchian".

AGASSI TOPCHIAN, Manager
Investigation and Enforcement Section

Enclosure

09/01/2023

EXH. 102-002

ATTACHMENT A

09/01/2023

EXH 102-003



Rent Stabilization Division – Investigation & Enforcement
 Central Office
 3550 Wilshire Boulevard, Suite #1500, Los Angeles, CA 90010
 Tel.: 213-808-8888 | Toll-free: 866-657-7369
 hcidla.lacity.org



January 22, 2015

Geary Juan Johnson
 1522 S HI POINT ST, #9
 Los Angeles, CA 90035

Notice of Case Closure

HCIDLA Case Number: CE203006
 Complaint Address: 1522 S HI POINT ST, #9, Los Angeles, CA 90035
 Alleged Violation(s): Illegal Rent Increase, Reduction of Services

The Investigation and Enforcement Section of the Los Angeles Housing and Community Investment Department (HCIDLA) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

You alleged an illegal rent increase (utilities) and reduction of services (parking, intercom, on-site manager and habitability). You submitted a copy of your rental agreement dated February 16, 2010; which lists under Section H "Space #8" and you confirmed that you were provided a single parking space upon inception of your tenancy. Your Housing Investigator requested that you submit written evidence to support your allegation that you were given prior permission by the former ownership to park in a "tandem" parking space #14. You provided a written statement that you were given "oral" permission by the prior on-site manager. You were informed that pursuant to the Rent Adjustment Commission (RAC) Guidelines Section 410.03, a tenant rents an apartment with services available at the time of renting the apartment and if a landlord reduces a housing service a corresponding reduction would apply. You were informed that a reduction in rent would not be pursued because you failed to submit written documentation to support the allegation that you were provided prior permission to park your vehicle in "tandem" parking space #14 as part of your tenancy. Thus, under the RSO the landlord is not required to provide a reduction of rent for the loss of the tandem parking space and replacement with a single parking space. However, the landlord may opt to contract the "tandem" housing service as an additional housing service a rate determined by the landlord. Next, you alleged that the landlord was not allowed to collect 1% for gas plus 1% or electricity. Based on your written rental agreement, Section G states that the owner pays for utilities including "Trash, Water, Electrical and Gas." Additionally, the landlord submitted written proofs for utility payments for gas and electricity. Furthermore, you failed to submit evidence that you pay for gas or the electricity. Thus, under the RSO (LAMC Section 151.06), the landlord is allowed assess a total 5% annual rent increase (3% base annual + 1% electricity + 1% gas). Subsequently, you alleged that the intercom was out of service; and, you were seeking a reduction in rent. Your rental agreement is silent on the topic of the intercom service. However, based on written declarations from other long-term residents, the intercom service has not been inoperable since 2006 which is prior to the inception of your tenancy. Thus, a rent reduction will not be pursued for this item. Nevertheless, you were advised to seek legal assistance for future reference regarding this issue. Lastly, you indicated that the on-site manager was terminated. Pursuant to the RAC Section 413.01, HCID required the landlord to provide a reduction in rent for the loss of an on-site manager from April 1, 2014 through July 31, 2014. Your landlord complied with the RSO by providing you a reimbursement in the amount of \$6.68 for the loss of service of an on-site from April 2014 through July 31, 2014 (\$30.00 was divided by 18 units = \$1.67 (monthly value per unit); \$1.67 x 4 (four months without service) = \$6.68). Finally, you were informed that habitability related issues are addressed by the Los Angeles Housing Code Enforcement Unit (CEU) and a CEU complaint was filed under CEU Case# 491005. A Notice to Comply was issued by CEU to the landlord; however, your unit #9; was not cited with deficiencies. Should you have questions about the inspection process you are welcome to inquire by calling (213) 808-8888 for further assistance.

Should you have further questions regarding your case, please call Araceli Gonzalez at (213) 252-1424.

EXH 102-004

09/01/2023

ATTACHMENT B

09/01/2023

EXH 102-005



Rent Stabilization Division - Investigation & Enforcement
Central Office
3550 Wilshire Boulevard, Suite #1500, Los Angeles, CA 90010
Tel: 213-808-8888 | Toll-free: 666-657-7368
hcidla.city.org



July 28, 2015

Geary Juan Johnson
1522 S HI POINT ST, #9
LOS ANGELES, CA 90035

Notice of Case Closure

HCIDLA Case Number: CE208134
Complaint Address: 1522 S HI POINT ST, #9, LOS ANGELES, CA 90035
Alleged Violation(s): Reduction of Services, Failure To Post RSO Notice

The Investigation and Enforcement Section of the Los Angeles Housing and Community Investment Department (HCIDLA) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

You submitted a copy of your rental agreement dated February 16, 2010; which lists under Section H "Space #8" and you confirmed that you were provided a single parking space upon inception of your tenancy. You provided a written statement that you were given "oral" permission by the prior on-site manager to use Tandem parking space #14. You were informed that pursuant to the Rent Adjustment Commission (RAC) Guidelines Section 410.03, a tenant rents an apartment with services available at the time of renting the apartment. You failed to provide written documentation to support your allegation that you were provided a Tandem parking service. Moreover, a Landlord may opt to contract the "tandem" housing service as an additional housing service at a rate determined by the landlord. Subsequently, you alleged that the intercom was out of service; and you were seeking a reduction in rent. Your rental agreement is silent on the topic of the intercom service. And the owner submitted evidence that the intercom has been out of service since 2006, prior to inception of your tenancy. Thus, the allegation does not rise to reduction in rent under the RAC guidelines. Nevertheless, this may be a civil issue and you were advised to seek legal assistance for future reference. Next, you alleged that the landlord was not allowed to collect rent increase of 1% for gas plus 1% for electricity. Based on your written rental agreement, "Section G" states that the owner pays for utilities including "Trash, Water, Electrical and Gas." Furthermore, the landlord submitted written proofs for utility payments for gas and electricity and you failed to submit evidence that you pay for gas or the electricity. Under the RSO (LAMC Section 151.06), the landlord is allowed assess a total 5% annual rent increase (3% base annual + 1% electricity + 1% gas). Subsequently, you were informed that habitability related issues are outside the scope of the RSO and addressed by the Los Angeles Housing Code Enforcement Unit (CEU). Should you have questions about the inspection process you are welcome to inquire by calling (213) 808-8888 for future reference. You were also informed that allegations related to quiet enjoyment and discrimination are outside the scope of the RSO; thus, you were provided a listing of legal referrals for future reference. Finally, you have been informed that HCIDLA records reflect the owner was allowed a \$17.08 monthly Capital Improvement Program (CIP) under case (CA050505) charges beginning March 1, 2015 with a 77 months implementation period. The owner issued a 30-day written notice dated February 19, 2015, informing of collection of CIP charges effective March 1, 2015. Beginning February 1, 2021, no further CIP charges are due. Please note that this increase is not to become part of the Maximum Adjusted Rent (MAR) for your unit; and that automatic increases are determined without including HCIDLA permitted surcharges.

Should you have further questions regarding your case, please call Agassi Topchian at (213) 252-1424.

Cordially,

An Equal Opportunity / Affirmative Action Employer

EXH 102-006

09/01/2023

ATTACHMENT C

09/01/2023

007
FHA 102-~~007~~



Rent Stabilization Division – Investigation & Enforcement
 Central Office
 3550 Wilshire Boulevard, Suite #1500, Los Angeles, CA 90010
 Tel.: 213-808-8888 | Toll-free: 866-557-7363
 hcidla@city.org



November 19, 2015

Geary Johnson
 1522 S HI POINT ST, #9
 LOS ANGELES, CA 90035

Notice of Case Closure

HCIDLA Case Number: CE212259
Complaint Address: 1522 S HI POINT ST, #9, LOS ANGELES, CA 90035
Alleged Violation(s): Illegal Rent Increase, Reduction of Services

The Investigation and Enforcement Section of the Los Angeles Housing and Community Investment Department (HCIDLA) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

Your rent was established to \$1,249.87 effective June 2015 and you were reimbursed the over payment incurred in your June 2015 through November 2015 rents in the amount of \$18.95. Pursuant to the case CE203006 filed on May 1, 2014 alleging a reduction of services related to the garage and intercom services, you submitted a copy of your rental agreement dated February 16, 2010; which lists under Section H "Space #8" and you confirmed that you were provided a single parking space upon inception of your tenancy. Your Housing Investigator requested that you submit written evidence to support your allegation that you were issued a "tandem" parking space #14 from prior ownership. Here, you provided a written statement that you were given "oral" permission by the prior on-site manager. You were informed that a reduction in rent would not be pursued because you failed to submit written documentation to support the allegation that you were provided a "tandem" parking space #14. Next, regarding the intercom, based on written declarations from other long-term residents in the property, the intercom service has not been inoperable since 2006. The intercom was not a service provided to you at inception of tenancy. Thus, a rent reduction will not be pursued for this item. Nevertheless, you were advised to seek legal assistance for future reference regarding this issue and were provided with a list of legal referrals.

Should you have further questions regarding your case, please call Agassi Topchian at (213) 252-1424.

Cordially,

[Signature]

IAN YEOM, Manager
 Investigation and Enforcement Section

EXH 102-008

09/01/2023



Rent Stabilization Division – Investigation & Enforcement
Central Office
3550 Wilshire Boulevard, Suite #1500, Los Angeles, CA 90010
Tel: 213-688-8888 | Toll-free: 866-657-7368
hcidla.lacity.org



November 19, 2015

Geary Johnson
1522 S HI POINT ST, #9
LOS ANGELES, CA 90035

Notice of Case Closure

HCIDLA Case Number: CE212259
Complaint Address: 1522 S HI POINT ST, #9, LOS ANGELES, CA 90035
Alleged Violation(s): Illegal Rent Increase, Reduction of Services

The Investigation and Enforcement Section of the Los Angeles Housing and Community Investment Department (HCIDLA) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

Your rent was established to \$1,249.87 effective June 2015 and you were reimbursed the over payment incurred in your June 2015 through November 2015 rents in the amount of \$18.95. Pursuant to the case CE203006 filed on May 1, 2014 alleging a reduction of services related to the garage and intercom services, you submitted a copy of your rental agreement dated February 16, 2010, which lists under Section H "Space #8" and you confirmed that you were provided a single parking space upon inception of your tenancy. Your Housing Investigator requested that you submit written evidence to support your allegation that you were issued a "tandem" parking space #14 from prior ownership. Here, you provided a written statement that you were given "oral" permission by the prior on-site manager. You were informed that a reduction in rent would not be pursued because you failed to submit written documentation to support the allegation that you were provided a "tandem" parking space #14. Next, regarding the intercom, based on written declarations from other long-term residents in the property, the intercom service has not been inoperable since 2006. The intercom was not a service provided to you at inception of tenancy. Thus, a rent reduction will not be pursued for this item. Nevertheless, you were advised to seek legal assistance for future reference regarding this issue and were provided with a list of legal referrals.

Should you have further questions regarding your case, please call Agassi Topchian at (213) 252-1424.

Cordially,

IAN YEOM, Manager
Investigation and Enforcement Section

FILE 102-009

09/01/2023

09/01/2023

Exhibit 103

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

New code violation complaint filed against Hi Point 1522 LLC- city case number 862993- Housing services needed tandem parking stall and smartphone and WiFi to operate Akuvox

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Date: Tuesday, July 11, 2023 at 05:44 PM PDT

Attention Nisi Walton et al: excerpt as seen on the worldwide web:

The Power of Racism is Among Us

"The Los Angeles Housing Department, including its rent stabilization, REAP, and code enforcement divisions, are Racists Among Us. SUMMARY: Intercom in unit 9 not working. Kitchen hot water pressure not working as intended. Parking stall #8 stripes need to be extended to create tandem parking stall. The Akuvox Unit at the front of the building needs additional parts to work, namely smartphone and WiFi; those parts have not been supplied to me to use the Akuvox system. The current rent registration statement for 2022 is not posted in the common area, as required by the LAMC. See herein REAP complaint. The owner has been notified by email, phone, and fax and ignoring my requests. The code enforcement is requested to contact the owner in order to enter the property. DO NOT DISTURB THE

EXH. 103-001

09/01/2023

QUIET ENJOYMENT OF THE TENANT. " (City case number 862993)

Geary J. Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

09/01/2023

EXH 103-002

09/01/2023

Exhibit 104

Parkimng and Intercom

Phone: 323-807-3099

Fax: 323-345-5070

Fax

To: Power Property Grp PPMG

From: Geary Johnson

Fax: 3106618195

Pages: 5

Re: Services Denied Unit 9

Date: July 13, 2023

To: Meghan Hayner Owner and Power Property Management Inc. Please respond in writing to today's email attached sent at 9:21 am.

1522 Hi Point Street #9, Los Angeles, CA 90035

 CLOSE

Transmission Status

Your transmission has completed.

DOC Identifier : 46036496

Fax Number : 3106618195

Recipient : Power Property Grp PPMG

Status Classification : "Success"

Status Outcome : "Success"

Last Attempt Date : 07/13/2023

Last Attempt Time : 10:20:05

Pages Scheduled : 5

Pages Sent : 5

Baud Rate : 14400

Duration (in seconds) : 109

Number of Retries : 1

Remote CSID : "No ID "



Cover page



2023-7-13 Email re Services and Notice to Enter.pdf

09/01/2023

104-001
EXH. 

09/01/2023

Exhibit 105

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; councilmember.soto-martinez@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontend@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org

Cc: dave.vargas@hud.gov; cfontanesi@hudoig.gov; foiarequests@hudoig.gov; whistleblower@hudoig.gov; hud-pihrc@ardentinc.com; hudlosangelesoph@hud.gov; meena.s.bavan@hud.gov; maria.j.granata@hud.gov; ben.luu@hud.gov; mayfelisa.miso@hud.gov; albert.e.proctor@hud.gov; timothy.a.still@hud.gov; twan.quach@hud.gov; jameel.e.hill@hud.gov

Date: Monday, July 17, 2023, 01:15 PM PDT

Via email and CRD portal

Dear CRD per case number above: RESPONDENTS:

Racists Among Us

1. **City of Los Angeles Housing Department including RSO, REAP, and code enforcement divisions** 1200 W. 7th Street Floor 1, Los Angeles CA 90017- via email above
2. **Meghan Hayner**, Bold Partners, 520 Pacific Street #5, Santa Monica, CA 90405 - via email above
3. **Skylight Real Estate Advisors** 5600 W. Jefferson Blvd. LOS ANGELES, CA 90016
4. **Power Property Management Inc.**, 8885 Venice Blvd #205, Los Angeles, California 90034- via email

5. **Hi Point 1522 LLC**,
c/o Thomas Khammar,
Power Property Management Inc.,
8885 Venice Blvd #205, Los Angeles, California 90034- via email and facsimile

EXH 105 001

6. **Mayor Karen Bass**, staff, city council members,

City Hall, 200 North Spring Street, Los Angeles CA 90012 - via email

thomas@powerpropertygrp.com highpoint1522@gmail.com
09e41e7459a05677911c@powerpropertygroup
frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com;
brent@powerpropertygrp.com;

OWNER MEGHAN HAYNER AT meghan@boldpartnersre.com

1. The City of Los Angeles government, Los Angeles Housing Department, Hi Point 1522 LLC, Power Property Management Inc. including Thomas Khammar, Brett Parsons, and **Nisi Walton**, have denied me a good faith interactive process and reasonable housing accommodation/modification for my disability, i.e the intercom unit in my apartment is still not working as intended, and I have still have not been provided a tandem parking stall even after a written request from my doctor.

2. The Civil Rights Department of the State of California is requested to access each party above \$1 million dollars (one million) because they have denied me a good faith interactive process and reasonable accommodation for my disability, and denied me housing accommodations as requested.

3. In addition I have been denied full and equal housing services due to my race, Black, sex male, age over 45, and because I have a disability. Select white female tenants and not over the age of 45 residing at this address have been granted free Wi-Fi and internet, such services denied to me. My unit suffers from low water pressure at the kitchen sink faucet hot water which has been reported to the owner and city code enforcement. I have been denied full and equal housing services compared to those white tenants who have a properly operating kitchen hot water faucet. Two maintenance people from Power Property Management viewed the water pressure said it is normal for Black tenants to have improper water pressure. IMO this is NOT normal or operating as intended. See attached picture of low water pressure.

4. The owner continues to collect rent as well as charge select units utility charges when such units were only allowed a vacancy decontrol in rent amounts that does not authorize an increase in utility charges previously included in the rent. The city housing department is complicit in this violation of the Costa-Hawkins law.

5. I have requested information from the owner on the Akuvox system and have not received such information that was fully provided to white tenants; I have been treated in an arbitrary and less than full and equal manner because I am a Black male over the age of 45 with a disability.

6. The city government, as the causal nexus affect of my written complaints to them, have at all times refused to provide the housing services requested by me; their actions of not doing so are intentional to cause harm to me.

EXH 105-002

“James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church.”

“(Re Emmett Till). Several nights after the incident in the store, Bryant’s husband Roy and his half- brother J.W. Milam were armed when they went to Till’s great-uncle’s house and abducted Emmett. They took him away and beat and mutilated him, before shooting him in the head and sinking his body in the Tallahatchie River. Three days later, Till’s body was discovered and retrieved from the river.”

“There was some kind of scuffle two hundred yards down the street, again strangely noiseless, and a huddled knot of men opened up to reveal two brawlers being separated and pulled away from their fight. What I saw next gave me a fright: in the farther distance, beyond the listless crowd, the body of a lynched man dangling from a tree. The body was slender, dressed from head to toe in black, reflecting no light. It soon resolved itself, however, into a less ominous thing: dark canvas sheeting on a construction scaffold, twirling in the wind.”

– Teju Cole, *Open City*

January 23, 2019 Contact: Fahizah Alim (916) 585-7076 For Immediate Release Fahizah Alim@dfeh.ca.gov

DFEH Settles Employment Disability Discrimination Case against Inter-Con Security Systems, Inc.

Security guard receives \$87,000 and reinstatement after employer fails to engage in interactive process

Sacramento – The California Department of Fair Employment and Housing (DFEH) has reached settlement in an employment disability discrimination case with Inter-Con Security Systems, Inc. (Inter-Con) involving an employee who alleged that he was denied a good-faith interactive process and reasonable accommodation for his disability.

The employee, a security guard, filed a complaint with DFEH in February 2017, alleging that Inter-Con transferred him to a post that required more standing than his disability-related restriction permitted, and did not grant his request to return to a previous post where he could perform the duties successfully without accommodation. The complaint alleged that Inter-Con then placed him on unpaid leave, stating that Inter-Con is a “zero restriction” company.

DFEH found cause to believe a violation of the Fair Employment and Housing Act had occurred and filed a civil complaint in March 2018 in Sacramento County Superior Court. The parties reached a settlement agreement in which Inter-Con agreed to pay \$87,000 to the complainant and \$5,000 to DFEH for attorneys’ fees and costs. Inter-Con has also reinstated the complainant to his position as a security guard.

“The law requires employers to engage in a meaningful, good-faith interactive process to see if a

reasonable accommodation will allow an employee with a disability to continue working,” said DFEH Director Kevin Kish. “DFEH is committed to seeking the reinstatement of employees in appropriate cases.”

In addition to paying a total of \$92,000 to settle the lawsuit, Inter-Con has agreed to monitor all requests for reasonable accommodation for the next three years and report compliance to DFEH, disseminate information about anti-discrimination laws to its employees, and develop and implement a written anti-discrimination policy as well as a written interactive process policy.

Staff Counsel Grace Shim and Assistant Chief Counsel Nelson Chan represented DFEH in this matter.

###

The DFEH is the state agency charged with enforcing California's civil rights laws. The mission of the DFEH is to protect the people of California from unlawful discrimination in employment, housing and public accommodations and from hate violence and human trafficking. For more information, visit the DFEH's web site at <http://www.dfeh.ca.gov>.

ARTICLE

<https://www.kts-law.com/reasonable-accommodation-or-undue-burden/#:~:text=If%20the%20disability%20is%20not,the%20person%20qualifies%20as%20disabled.>

Reasonable Accommodation or Undue Burden? Revised March, 2015

Disability is the most common basis for the filing of housing discrimination complaints in California and nationally. Under federal and state fair housing laws, residents of rental housing who have disabilities are entitled to two rights that are not available to residents without disabilities. Residents with disabilities may make “reasonable modifications,” which are physical changes to the premises such as installing grab bars. They are also entitled to be granted exceptions to the normal rules, policies practices or services. Such exceptions are called accommodations and may include things such as granting a resident with a disability the opportunity to have a companion animal despite a “no pet” policy. Many disability-related cases involve an alleged failure of a landlord to grant a request for a reasonable accommodation.

The Fair Housing Amendments Act (FHAA) defines discrimination as including “a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford [a person with a disability] equal opportunity to use and enjoy a dwelling.” 42 U.S.C. §3604(f)(3)(B).

The threshold issue in determining whether a reasonable accommodation request must be granted is whether the resident in question meets the California definition of disability. If the disability is apparent, no verification of disability is required. If the disability is not apparent, the applicant or resident may be required to provide verification that he/she meets the California definition of disability. There can be NO inquiry into the nature or extent of the disability, but the landlord has the right to confirmation that the person

09/01/2023

qualifies as disabled. For an exception to the rules to be granted, the person with an apparent or verified disability must also have a disability-related need for the requested exception. That is, granting the request must be necessary in order for the resident to be able to use and enjoy the rented premises on an equal basis. If the disability-related need is not apparent, it may be required to be verified as well.

Assuming there is a showing of disability and disability-related need, a landlord may not refuse a request unless it is "unreasonable." Accommodations are generally considered to be reasonable unless they would constitute an "undue" financial or administrative burden on the landlord, or would fundamentally alter the nature of the services rendered by the housing provider. Some burden or cost is expected to be borne by the landlord. The analysis of whether a burden is "undue" is expected to take into account the resources available to the particular landlord in question.

For instance, an accommodation that may not be an undue financial burden for a company that owns a large number of units may be unduly burdensome for an owner with fewer units. Courts have recognized that the reasonable accommodation inquiry is highly fact-specific, requiring a case- by-case determination. If a landlord determines that an accommodation request is unreasonable, he or she is expected to enter into an "interactive process" with the resident to attempt to negotiate a reasonable alternative accommodation.

In the past, the financial impact of accommodations was generally indirect. For example, if a landlord assigned a reserved parking space to a mobility- impaired resident, the landlord would be expected to bear the relatively small cost of painting stripes and putting up a sign for the space. In recent years, a trend seems to have developed for tenants' rights advocates to argue that it is reasonable for landlords also to allow accommodations that affect economic considerations. As an example, financial accommodations may arise in the screening process. Some tenant advocates are of the opinion that an application should not be denied if negative credit information is related in any way to an applicant's disability.

Financial accommodations arise during a tenancy as well. If the resident's primary source of income is from disability payments and such payments are received on a date other than the rental due date in the contract, a landlord may be expected to adjust that rental due date as an accommodation.

09/01/2023
Allowing payment of rent by a third party outside of the government-subsidized housing arena has also become a hot topic recently. For instance, charitable organizations who assist persons with disabilities sometimes offer to cover all or part of the resident's rent or security deposit by making payments directly to the landlord. In 2006, the California Department of Fair Employment and Housing (DFEH) entered into an \$80,000 settlement agreement with a Los Angeles landlord who enforced a policy to not accept rent from parties other than residents. The director of DFEH is quoted as saying: "Something as reasonable as accepting a third-party check to pay the rent of a person with AIDS does not impose an economic hardship for a housing provider." What if the third party missed a payment? Would advocates argue that a person with a disability should be allowed a delay in payment or that a landlord should waive late fees because of the third party's default? Further,

in government-subsidized housing, a landlord cannot evict a resident for a default in payment of the government's portion of the rent. Would advocates try to argue that a person with a disability cannot be evicted if a private entity failed to pay the resident's share of the rent? Hopefully, landlords should be able to distinguish government subsidies from private payment arrangements.

What if a resident requested a reserved parking space and the only available spaces are those which are ordinarily rented for a fee? Is a landlord expected to take less rent each month because he is unable to provide a space that would otherwise be free? Although at first glance, this may seem unreasonable, a landlord should always go through the analysis of whether the request constitutes an undue financial or administrative burden before making a final determination.

Making a mistake in the analysis of reasonableness can be costly.

The DFEH negotiated a settlement with a San Francisco landlord which resulted in the landlord agreeing to pay damages in the amount of \$1 million dollars for failing to accommodate a request for assignment of a more accessible parking space for a resident with a disability and for refusal to provide an extra key to the gated entry for the resident's caregiver. Such frightening results underscore the importance of giving each and every accommodation request careful consideration.

It is generally settled that landlords should not place financial conditions upon the granting of an accommodation. For instance, residents with disabilities should not have to pay for additional insurance in order to fulfill a disability-related need. In *HUD v. Twinbrook Village Apartments*, HUD

ALJ No. 02-00-0256-8 (HUD ALJ Nov. 9, 2001) the requirement for a resident with a disability to procure a renter's insurance policy specifically to indemnify the landlord against injury that could be caused by a wheelchair ramp was found to be discrimination in the "terms, conditions and privileges" of renting.

Landlords are also expected to forgo requiring a pet deposit for an animal which is kept by a resident because of a disability-related need. However, California's Unruh Act provides that although a landlord may not charge a deposit for an animal that is related to a disability "the individual shall be liable for any damage done to the premises or facilities" by the animal (Civil code section 54.2). It is logical to assume that a resident's responsibility would extend to damages caused by other disability-related sources besides animals.

Financial accommodation can involve forgoing damages for early termination of tenancy. For instance, if all parking spaces on a property are already assigned to residents and no one with a desirable space will voluntarily exchange spaces with the resident who has a disability, the parties should communicate ideas for other options. Alternatives might include the resident being put on a waiting list for parking assignments ahead of all non-disability related transfer requests. If that opportunity does not meet the resident's immediate needs, it appears that the only viable alternative may be to allow the resident to meet his or her disability-related needs elsewhere by moving from the premises, at the resident's option. The issue of reasonableness then revolves around balancing the potential financial impact on the landlord resulting from early termination with the impact on the resident of not being granted a necessary accommodation. Cases have stated that even a delay in the approval process can be

09/01/2023

considered a denial of an accommodation. Advocates argue that it is reasonable for a landlord to be required to immediately excuse a resident with a disability from further obligations under the rental/lease agreement in the event that relocation is necessary because of a disability-related need. There does not seem to be a definitive case on this issue in California as yet. In conclusion, each request for a disability-related exception to rules, even those involving economic policy, should be considered on a case-by-case basis. It is wise to provide a complete fact profile to legal counsel for assistance in achieving an informed risk management analysis.

Labor costs to prepare this email are \$42.00.

All rights reserved.

Geary J. Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male American**
I am a Black male tenant, aged over 45, and with a disability entitled to all privileges

and rights under the State Unruh Act, CC 51,52

Reference:

Request to City Los Angeles and Owner for Parking and Akuvox Costs

<https://lahousingpermitsandrentadjustmentcommission.com/request-to-city-los-angeles-and-owner-for-parking-and-akuvox-costs/>

HUD Staff:

Pamela Blumenthal
Jesse W. DiValli
Bradley H. Pollock
Rebecca J. Reed

Aaron M. Shroyer
Sahian V. Valladares
Nicole E. Watson

Staff:

EXH 105-007

09/01/2023

Brandon Fischer
Dylan J. Hayden
John C. Huggins, Team Lead
Helen Zassypkina

Assistant Secretary for Housing - Federal Housing Commissioner

Julia R. Gordon

9100

(202) 708-2601

General Deputy Assistant

Secretary for Housing

Jeffrey D. Little

9100

(202) 708-2601

Associate General Deputy Assistant Secretary for Housing

Vance Morris

9106

(202) 708-2601

Chief of Staff

Nathan Shultz

9110

(202) 708-2601

Senior Advisor

Eric Stein

CACA

Associate General Counsel

Jeanine Worden

10272

402-5188

CACAA

Acting Assistant General Counsel

Enforcement Division

Allen W. Levy

10270

402-4733

CACAA

Deputy Assistant General Counsel

Enforcement Division

Allen W. Levy

10270

402-4733

FAX

Fair Housing Division Facsimile Machine

10270

708-2537

CACAB

Assistant General Counsel

Compliance Division

William F. Lynch

10264

402-6280

CACAB

Deputy Assistant General Counsel

Compliance Division

Ayelet Weiss

10264

402-6700

Meena Bavan

Director

Meena.S.Bavan@hud.gov

William M. Rhodes

Division Director

William.M.Rhodes@hud.gov

Alexandra Loor

Field Correspondence Coordinator

Alexandra.G.Loor@hud.gov

Maria Granata

Portfolio Management Specialist

Maria.J.Granata@hud.gov

09/01/2023

EXH 105-008

Ben Luu
Portfolio Management Specialist
Ben.Luu@hud.gov
Mayfelisa Miso
Portfolio Management Specialist
Mayfelisa.Miso@hud.gov
Albert Proctor
Portfolio Management Specialist
Albert.E.Proctor@hud.gov
Alicia Salcido
Portfolio Management Specialist
Alicia.E.Salcido@hud.gov
Alejandra Sigala
Portfolio Management Specialist
Alejandra.M.Sigala@hud.gov
Jane Wilson
Portfolio Management Specialist
L.Jane.Wilson@hud.gov
Jameel Hill
Financial Analyst
Jameel.E.Hill@hud.gov
Twan Quach
General Engineer
Twan.Quach@hud.gov
Timothy Still
Program Analyst
Timothy.A.Still@hud.gov

HUD-PIHRC@ardentinc.com
<https://www.hud.gov/states/california/working/ph/la-staff>

09/01/2023

EXH 105-009

09/01/2023

Exhibit 106

Response to phone calls received from city employees and property owner. Reference July 19, 2023 email sent at 8:41 am. CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. Ref RSO LAHD case number CE282421

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfef.ca.gov; tina.walker@dfef.ca.gov; susan.strick@lacity.org; contact.center@dfef.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; james.cortes@dfef.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Cc: homeimproveservices@yahoo.com; dave.vargas@hud.gov; cfontanesi@hudoig.gov; foiarequests@hudoig.gov; whistleblower@hudoig.gov; hudlosangelesoph@hud.gov; meena.s.bavan@hud.gov; maria.j.granata@hud.gov; ben.luu@hud.gov; mayfelisa.miso@hud.gov; albert.e.proctor@hud.gov; timothy.a.still@hud.gov; twan.quach@hud.gov; jameel.e.hill@hud.gov; hud-pihrc@ardentinc.com

Date: Friday, July 21, 2023 at 09:03 AM PDT

ARBITRARY DISCRIMINATION IS UNLAWFUL UNDER CIVIL CODE 51, 52
RETALIATION IS UNLAWFUL UNDER CIVIL CODE SECTION 51, 52

As seen on Yelp at

<https://www.yelp.com/biz/power-property-management-los-angeles>

"Apartment unit at 1522 Hi Point St 9 at 90035 needs unit intercom repair or replacement; striping at parking stall #8 needs extension to create tandem parking stall; kitchen sink hot water line not operating as intended. With the exception of the kitchen sink, repairs have been pending since 2014. Kitchen sink repair has been pending over 35 days. This company only recently came on the scene but they work for Power Property Management Inc and Hi Point 1522 LLC and BoldPartners. They do not respect tenant rights and civil code section 1954. Such code gives the landlord the right to enter under certain circumstances

Ref 106-001

09/01/2023

and by giving written 24 hour notice. Whenever I as tenant (GJ) make a request for repairs, I always cite CC 1954 and ask for written notice as well as tell city housing to get the access from the owner or resident manager. Then from the owner, city, and Home Improvement Services I get a slew of calls (CYA) from 213-252-2875 (LAHD), 310-996-1727 (LAHD), 818-219-1587 (owner), 310-593-3955 (Power), 310-499-2808 (Power), 310-499-2808 (Power). They ignore their obligations under Civil Code 1954. The tenant has no liability to be present for inspection or repairs as that would disturb peaceful enjoyment. The owner and agents are named in numerous city harassment complaints as this is harassment. A tenant can waive their right to 24 hour written notice; they have adequate notice and disregard my good faith requests that I have NOT waived my rights. They keep harassing me with the phone calls. Their notices to enter often do not give the approximate time they will enter. They have no intention of repairing the unit intercom, no intention of providing the smart phone and internet to use the Akuvox, no intention of providing tandem parking. They are racist under the state Unruh Act provisions. See city Los Angeles documents at "LA City employees declared as "Racists" PC 22-1327"

<https://wp.me/P57D2C-1sY>

(Above also posted to Home Improvement Yelp page . <https://www.yelp.com/biz/home-improvement-services-tarzana>)

09/01/2023

I am a tenant who is Ham-Jew-DNA-Kushite/Black male American . I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

The owner stated herein is engaged in retaliation because I complained and engaged in arbitrary discrimination against me.

All rights reserved.

106-062

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

09/01/2023

EXH-106-003

09/01/2023

Exhibit 107

Your Unlawful Notice to Enter Dated July 25 - Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Date: Tuesday, July 25, 2023 at 04:49 PM PDT

RACISTS AMONG US

The city housing department per the claim for damages against the city is requested to access damages of \$1 million dollars against the property owner for the acts stated herein

EMAIL NOT RESPONDED TO

My July 3, 2023 email at 4:42 pm has not been responded to by the owner Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager), or by the city Housing Department. My July 11, July 17, July 19, and July 21 emails have not been responded to.

THE NON-WORKING INTERCOM

After complaining about this since 2014 (over eight years), the intercom in my unit is still not functioning as intended. Not working. I have not received any written notification or otherwise of when it will be repaired or replaced.

THE AKUVOX SYSTEM

The owner installed the Akuvox SmartPhone App based Door Entry system on the outside of the building around May 19, 2023. I have not been provided any information by Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management

EXH 107-001

09/01/2023

Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager) or by the city Housing Department as to how to operate the system. My own research at \$22.00 per hour indicates that a smartphone and Wi-Fi/Internet are needed to operate the system which I presume includes the function of keypad entry. The owner has not supplied me with the parts to operate the Akuvox, i.e. the smartphone, Wi-Fi/Internet, and has not supplied me with the keypad number to allow deliveries and guests to enter the building. The keypad number was previously 1967E but the front door keypad was removed May 19 2023 and the rear building keypad remains. I paid extra rent monies for the front door keypad and the intercom that was removed from the front of building on May 19, 2023.

TANDEM PARKING

The owner has previously stated that unit 9 tenants are entitled to a tandem parking stall. However the parking stall we have is a single car stall as pictures supplied to the city indicate. Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager), or the city Housing Department have refused to indicate the assigned number of the tandem parking stall that Thomas Khammar says that unit 9 is entitled to. The tandem parking stall issue has been pending since 2014 also. **All respondents have ignored my doctor requests for such services as a housing accommodation/modification.** It is a repair issue that the striping for stall #8 should be extended to make it a tandem stall. Such repair the owner is liable for as well as the city.

THE JULY 25, 2023 NOTICE TO ENTER

1. The attached notice does not comply with Civil Code section 1954 in that it does not indicate the approximate time the repairs will occur on July 14. CC 1954 states: "The notice shall include the date, approximate time, and purpose of the entry." Your refusal to comply with CC section 1954 has been repeated numerous times as reported to city housing. If your employees attempt to enter the unit without compliance, I will file a complaint for trespassing.

2. Your notice uses the phrase "necessary or agreed repairs or inspection". CC section 1954 only allows "To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5." Since your notice has not checked off section (f), then your use of the word "inspection" is a false and deceptive business practice and abuse of the right to entry and done for purposes of harassment.

Based on the incorrect and abusive Jul 25 2023 notice attached to this email, the landlord is abusing the process and using it to harass me the tenant. This is added to the current harassment complaint filed with city housing.

[Handwritten signature]
EXH. 107-002

09/01/2023

There has been no agreement on my part that I have to use a smartphone and internet to use any housing services in my apartment (or in the common areas). Khammar and Power Property Management Inc. has demonstrated negligence or incompetence in performing an act for which the officer, director, or person is required to hold a license. ; as a broker licensee, failed to exercise reasonable supervision over the activities of that licensee's salespersons, or, as the officer designated by a corporate broker licensee, failed to exercise reasonable supervision and control of the activities of the corporation for which a real estate license is required; Engaged in any other conduct, whether of the same or of a different character than specified in this section, that constitutes fraud or dishonest dealing. The facts herein indicate Khammar has also engaged in fraud and dishonest dealing. The Akuvox company has indicated to me that the owner opened an account in my name and then closed an account in my name; however I was never asked if I wanted to open an account and I never gave my permission for anyone to open an Akuvox account in my name. This is another example of abuse by the owner and harassment of me and identity theft.

"Making a mistake in the analysis of reasonableness can be costly.

The DFEH negotiated a settlement with a San Francisco landlord which resulted in the landlord agreeing to pay damages in the amount of \$1 million dollars for failing to accommodate a request for assignment of a more accessible parking space for a resident with a disability and for refusal to provide an extra key to the gated entry for the resident's caregiver. Such frightening results underscore the importance of giving each and every accommodation request careful consideration." (Source: DFEH)

The Department of Real Estate is requested via this email (via fax) to revoke the real estate broker licenses DRE# 01866167 and DRE #01443898.

The city attorney's office under Hydee Feldstein Soto takes the position that res judicata applies. Res Judicata does not apply and neither does claims exclusion. This is incorrect. In *Komarova v. National Credit Acceptance, Inc.* (2009) 175 Cal.App.4th 324 (*Komarova*), a plaintiff who had been mistakenly and repeatedly harassed by a debt collection agency asserted a claim under the Robbins-Rosenthal Fair Debt Collection Practices Act (Civ. Code, § 1788 et seq.). The court found that the defendant's statute of limitations defense was overcome by the continuing violation doctrine, permitting recovery "for actions that take place outside the limitations period if these actions are sufficiently linked to unlawful conduct within the limitations period." (*Komarova, supra*, at p. 343, quoting *Richards, supra*, 26 Cal.4th at p. 812.) The court, quoting *Joseph v. J.J. MacIntyre Companies, L.L.C.* (N.D. Cal. 2003) 281 F.Supp.2d 1156 (*Joseph*), noted that "[t]he key is whether the conduct complained of constitutes a continuing pattern and course of conduct as opposed to unrelated discrete acts." (*Komarova, supra*, at p. 343.) Payment of the rent on a monthly basis by myself as tenant renews the continuing obligations of both parties regarding maintenance and housing services i.e. intercom and parking. Every time I file a code violation complaint, and every time I monthly pay my rent and request repairs and tandem parking, represents a continuing obligation of the parties. Contrary to the position of LAHD city employee David Wood, there has been no adjudication that denies me the monthly right to request repairs and housing services; there has been no adjudication that denies me the right the benefits and privileges of the rent contractual agreement. The right to repairs and housing services i.e parking and intercom are contract benefits that renew themselves upon payment of the monthly rent. This is continuing obligations. The Court relied on the New York Court of Appeals' decision in *Bulova Watch Co. v. Celotex Corp.*, where the Court concluded that a new claim, with a new limitations period, accrued each time the roofing material supplier failed to honor its promise to repair the roof. 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights. All persons

EXH 107-003

within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship. David Wood and Richard Brinson are racists and continue to violate the Unruh Act and continue to deny me full and equal housing services because I am Black, male, over age 45, and have a disability.

The billable cost to prepare this continuing damages and obligations email is \$44.00. All rights reserved.

Geary J. Johnson

1522 Hi Point St 9

Los Angeles. CA. 90035

Phone 323-807-3099

DRE #1-23-0217-015

Department of Real Estate
320 W. 4th Street Suite 350
Attention Lizette Castro

Los Angeles CA 90013-1105

Facsimile 213-620-6442

References: As with past practices seen on the internet videos, entry into the unit may be tape recorded.

Reference: Court case Johnson vs Los Angeles Housing Department, case
CASE NO. 23STCP00644

09/01/2023



2023-7-25 PPM Notice to Enter Premises.pdf
558.2kB

EXH 107-004

09/01/2023

Exhibit 108

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Still Repair to Sink Made- Still Need Working Intercom and Tandem Parking- RSO LAHD case number CE282421. CRD Case 202305-20745222 - New Evidence

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Cc: homeimproveservices@yahoo.com; dave.vargas@hud.gov; cfontanesi@hudoig.gov; foiarequests@hudoig.gov; whistleblower@hudoig.gov; hudlosangelesoph@hud.gov; meena.s.bavan@hud.gov; maria.j.granata@hud.gov; ben.luu@hud.gov; mayfelisa.miso@hud.gov; albert.e.proctor@hud.gov; timothy.a.still@hud.gov; twan.quach@hud.gov; jameel.e.hill@hud.gov; hud-pihrc@ardentinc.com

Date: Thursday, July 27, 2023 at 11:30 AM PDT

RACISTS AMONG US

The city housing department per the claim for damages against the city is requested to access damages of \$1 million dollars against the property owner for the acts stated herein

Dear Respondents Hi Point 1522 LLC, et al. and Mayor and Council members:

My email of July 25, 2023 at 4:49 pm has not been responded to.

This shall verify that between 10:15 am and 10:55 am the hot water line on the kitchen sink restricted water flow was repaired.

No attempt was made to repair the intercom device in my unit; no attempt was made to extend the striping to make parking stall #8 a tandem stall.

EXH 108-001

09/01/2023

Your actions of not addressing the July 25, 2023 email are malice oppression and fraud. "Oppression involves despicable conduct that subjects you to cruel and unjust hardship. Fraud refers to intentional deception for personal gain. Malice denotes conduct driven by ill will or a conscious disregard for the rights and well-being of others."

I am a responsible person and I am up against a bunch of savage animals.

I am a tenant who is Ham-Jew-DNA-Kushite/Black male American . I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52.

All rights reserved.

Geary J. Johnson
1522 Hi Point St 9
Los Angeles CA 90035
Phone 323-807-3099

09/01/2023

EXH. 108-002

09/01/2023

Exhibit 109

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Communication from Public

Name: Geary Juan Johnson

Date Submitted: 07/31/2023 10:24 PM

Council File No: 23-1200-S132

Comments for Public Posting: NEIGHBORHOODS AND COMMUNITY ENRICHMENT COMMITTEE COUNCILMEMBER EUNISSES HERNANDEZ, CHAIR; COUNCILMEMBER JOHN LEE; COUNCILMEMBER HEATHER HUTT. Mayor's report relative to the appointment of Keren Waters to the Board of Neighborhood Commissioners. Opposed. Reference: Release: July 30, 2023. From G. Juan Johnson, Tenant. Respondents city of Los Angeles, Housing Department, Power Property Management Inc., Hi Point 1522 LLC, took the keypad and control unit off the front of the building without any prior notice. Then I was without mail service for about 30 days and also for further than 30 days not able to receive UPS FedEx or other delivery services and not able to receive friends or guests are relatives. The active lock system which is a smart app system that needs intercom and internet and smartphone I was not given a proper tools to use it my rent agreement requires that I do not pay anything extra than rent or maintenance each parts in labor which includes parts of Labor. The responders have not supply me with the parts to use the Akuxox system and this has caused harm to me as approximate result in that I do not have keypad access and I do not have intercom access. This torturous situation which was conduct by the respondents is meant to harm me and retaliation because I complained. They might as well just string me up and lynch me on the front lawn, cut my body up in small pieces, disembowel me and just spread my blood all over the front sidewalk because that really is the intent of the respondents and their racist torturous tirade of retaliation. The respondents have adequate notice that if they did not supply me with the new keypad system, did not supply me with a door entry code, and did not supply me with a smartphone and internet, that I would be damaged as I have been. Their acts were intentional to cause harm. Court papers call Mayor Karen Bass a "racist" alleging she participated in denying apartment intercom repairs and secured tandem parking to Black tenants in a city rent controlled building. The case is set for court hearing, Dept 85. Los Angeles Superior court case 23STCP00644 filed 3/10/23. Johnson vs Los Angeles Housing Department. Exhibits name all employees of the Mayor's staff as well as numerous housing department employees. The city clerk has published related information to the internet under city council agenda items. I am a

EXH 109-001

09/01/2023

tenant who is Ham-Jew-DNA-Kushite/Black male American . I
am a Black male tenant, aged over 45, and with a disability
entitled to all privileges and rights under the State Unruh Act, CC
51,52 Reference link:
[https://lahousingpermitsandrentadjustmentcommission.com/
2023/04/18/mayor-karen-bass-named-in-denial-housing-services-
complaint/](https://lahousingpermitsandrentadjustmentcommission.com/2023/04/18/mayor-karen-bass-named-in-denial-housing-services-complaint/) .

09/01/2023

EXH 109-002

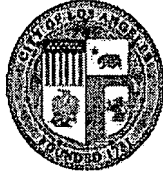
09/01/2023

Exhibit 110

Ann Sewill, General Manager
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager
Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager

City of Los Angeles



Karen Bass, Mayor

Los Angeles Housing Department
1910 Sunset Blvd., Suite 300
Los Angeles, CA 90026
Housing.lacity.org

Geary Juan Johnson
1522 S HI POINT ST, #9
Los Angeles, CA 90035

August 03, 2023

Notice of Case Closure

LAHD Case Number: CE282421

Complaint Address: 1522 S HI POINT ST, #9, Los Angeles, CA 90035

Alleged Violation(s): Illegal Rent Increase, Reduction of Services, Harassment

The Investigation and Enforcement Section of the Los Angeles Housing Department (LAHD) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

Your allegations of illegal rent increase, reduction of services and harassment have been addressed in previous cases. No violations of the RSO were found.

Should you have further questions regarding your case, please call April Aguilar at (818) 756-1405.

Cordially,

A handwritten signature in cursive script, appearing to read "Agassi Topchian".

AGASSI TOPCHIAN, Manager
Investigation and Enforcement Section

09/01/2023

EXH 110-001

09/01/2023

Exhibit III

Aug 21, 2023

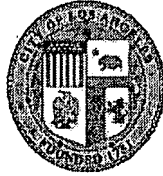
Case 23STCP00644

Petitioner exhibits

Ann Sewill, General Manager
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager
Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager

City of Los Angeles



Los Angeles Housing Department
1910 Sunset Blvd., Suite 300
Los Angeles, CA 90026
Housing.lacity.org

Karen Bass, Mayor

Geary Juan Johnson
1522 S HI POINT ST, #Apt 9
Los Angeles, CA 90035

August 03, 2023

Notice of Case Closure

LAHD Case Number: CE280933

Complaint Address: 1522 S HI POINT ST, #Apt 9, Los Angeles, CA 90035

Alleged Violation(s): Harassment

The Investigation and Enforcement Section of the Los Angeles Housing Department (LAHD) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

Your allegation of harassment has been addressed in your previous case CE273371.

Should you have further questions regarding your case, please call April Aguilar at (818) 756-1405.

Cordially,

A handwritten signature in cursive script, appearing to read "A. Topchian".

AGASSI TOPCHIAN, Manager
Investigation and Enforcement Section

09/01/2023

EXH 111-001



09/01/2023

Exhibit 112

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

RANDOM Letters

ML I am Nam

I am a Ham-Jew-DNA-Kushite-Black male American over the of age 45, with a disability and entitled to all privileges and rights under the State Unruh Act, CC 51.52.

The office of Mayor Karen Bass and the Los Angeles Housing Department has received requests for 2022 forward for reasonable housing modifications from my doctor and myself requesting tandem secured parking and repair to the intercom in my apartment. One city employee said the city had received thousands of pages of complaints prior to 2022 but gave no explanation why housing services have not been restored as

requested.

Shame on me for being a Black man in America and having to jump through hoops.

G. Juan Johnson
Los Angeles

Real People, Real News, Really Effective

RANDOM Letters

August 3 - 16, 2023

EXH. 112-001

09/01/2023

Exhibit *113*

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications.

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Cc: dave.vargas@hud.gov; cfontanesi@hudoig.gov; foiarequests@hudoig.gov; whistleblower@hudoig.gov; hudlosangelesoph@hud.gov; meena.s.bavan@hud.gov; maria.j.granata@hud.gov; ben.luu@hud.gov; mayfelisa.miso@hud.gov; albert.e.proctor@hud.gov; timothy.a.still@hud.gov; twan.quach@hud.gov; jameel.e.hill@hud.gov; hud-pihrc@ardentinc.com

Date: Tuesday, August 8, 2023 at 08:09 PM PDT

Via email and CRD portal

I am a tenant who is Ham-Jew-DNA-Kushite/Black male American . I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

RACISTS AMONG US

The city housing department per the claim for damages against the city is requested to access damages of \$1 million dollars against the property owner for the acts stated herein

Dear CRD per case number above and to Respondents:

RESPONDENTS:

EXH 113-601

09/01/2023

Racists Among Us

1. **City of Los Angeles Housing Department including RSO, REAP, and code enforcement divisions** 1200 W. 7th Street Floor 1, Los Angeles CA 90017- via email above

2. **Meghan Hayner**, Bold Partners, 520 Pacific Street #5, Santa Monica, CA 90405 - via email above

3. **Skylight Real Estate Advisors** 5600 W. Jefferson Blvd. LOS ANGELES, CA 90016

4. **Power Property Management Inc.**, 8885 Venice Blvd #205, Los Angeles, California 90034-

5. **Hi Point 1522 LLC**,

c/o Thomas Khammar,

Power Property Management Inc.,

8885 Venice Blvd #205, Los Angeles, California 90034- via email and facsimile

6. **Mayor Karen Bass**, staff, city council members,

City Hall, 200 North Spring Street, Los Angeles CA 90012 - via email

7. Nisi Walton. Power Property Management Inc.

thomas@powerpropertygrp.com highpoint1522@gmail.com

09e41e7459a05677911c@powerpropertygroup frontdesk@powerpropertygrp.com;

nisi@powerpropertygrp.com; brent@powerpropertygrp.com;

OWNER MEGHAN HAYNER AT meghan@boldpartnersre.com

This email represents new evidence as the owner accepted payment of rent on August 1, 2023. The tendered check from myself endorsed by the owner says "for intercom repair in unit, rent and tandem parking." Check #1250. The owner has received adequate notice. **The repairs have not been made and the tandem parking requested has not been provided.**

1. The City of Los Angeles government, Los Angeles Housing Department, Hi Point 1522 LLC, Power Property Management Inc. including Thomas Khammar, Brett Parsons, and **Nisi Walton**, have denied me a good faith interactive process and reasonable housing accommodation/modification for my disability, i.e the intercom unit in my apartment is still not working as intended, and I have still have not been provided a tandem parking stall even after a written request from my doctor.

2. The Civil Rights Department of the State of California is requested to access each party above \$1 million dollars (one million) because they have denied me a good faith interactive process and reasonable accommodation for my disability, and denied me housing accommodations as requested.

3. In addition I have been denied full and equal housing services due to my race, Black, sex male, age over 45, and because I have a disability. Select white female tenants and

EXH 113-002

09/01/2023

not over the age of 45 residing at this address have been granted free Wi-Fi and internet, such services denied to me.

4. The owner continues to collect rent as well as charge select units utility charges when such units were only allowed a vacancy decontrol in rent amounts that does not authorize an increase in utility charges previously included in the rent. The city housing department is complicit in this violation of the Costa-Hawkins law.

5. I have requested information from the owner on the Akuvox system and have not received such information that was fully provided to white tenants; I have been treated in an arbitrary and less than full and equal manner because I am a Black male over the age of 45 with a disability.

6. The city government, as the causal nexus affect of my written complaints to them, have at all times refused to provide the housing services requested by me; their actions of not doing so are intentional to cause harm to me.

“James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church.”

“(Re Emmett Till). Several nights after the incident in the store, Bryant’s husband Roy and his half- brother J.W. Milam were armed when they went to Till’s great-uncle’s house and abducted Emmett. They took him away and beat and mutilated him, before shooting him in the head and sinking his body in the Tallahatchie River. Three days later, Till’s body was discovered and retrieved from the river.”

“There was some kind of scuffle two hundred yards down the street, again strangely noiseless, and a huddled knot of men opened up to reveal two brawlers being separated and pulled away from their fight. What I saw next gave me a fright: in the farther distance, beyond the listless crowd, the body of a lynched man dangling from a tree. The body was slender, dressed from head to toe in black, reflecting no light. It soon resolved itself, however, into a less ominous thing: dark canvas sheeting on a construction scaffold, twirling in the wind.”

– Teju Cole, Open City

7. EMAIL NOT RESPONDED TO My July 17, 2023 email at 1:15 pm has not been responded to by the owner Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager), or by the city Housing Department.

8. THE NON-WORKING INTERCOM

After complaining about this since 2014 (over eight years), the intercom in my unit is still not functioning as intended. Not working. I have not received any written notification or otherwise of when it will be repaired or replaced.

EAH 113-003

09/01/2023

9. THE AKUVOX SYSTEM

The owner installed the Akuvox SmartPhone App based Door Entry system on the outside of the building around May 19, 2023. I have not been provided any information by Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager) or by the city Housing Department as to how to operate the system. My own research at \$22.00 per hour indicates that a smartphone and Wi-Fi/Internet are needed to operate the system which I presume includes the function of keypad entry. The owner has not supplied me with the parts to operate the Akuvox, i.e. the smartphone, Wi-Fi/Internet, and has not supplied me with the keypad number to allow deliveries and guests to enter the building. The keypad number was previously 1967E but the front door keypad was removed May 19 2023 and the rear building keypad remains. I paid extra rent monies for the front door keypad and the intercom that was removed from the front of building on May 19, 2023.

10. TANDEM PARKING

The owner has previously stated that unit 9 tenants are entitled to a tandem parking stall. However the parking stall we have is a single car stall as pictures supplied to the city indicate. Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager), or by the city Housing Department have refused to indicate the assigned number of the tandem parking stall that Thomas Khammar says that unit 9 is entitled to. The tandem parking stall issue has been pending since 2014 also. **All respondents have ignored my doctor requests for such services as a housing accommodation/modification.** It is a repair issue that the striping for stall #8 should be extended to make it a tandem stall. Such repair the owner is liable for as well as the city.

January 23, 2019 Contact: Fahizah Alim (916) 585-7076 For Immediate Release Fahizah Alim@dfeh.ca.gov

DFEH Settles Employment Disability Discrimination Case against Inter-Con Security Systems, Inc.

Security guard receives \$87,000 and reinstatement after employer fails to engage in interactive process

Sacramento – The California Department of Fair Employment and Housing (DFEH) has reached settlement in an employment disability discrimination case with Inter-Con Security Systems, Inc. (Inter-Con) involving an employee who alleged that he was denied a good-faith interactive process and reasonable accommodation for his disability.

The employee, a security guard, filed a complaint with DFEH in February 2017, alleging that Inter-Con transferred him to a post that required more standing than his disability-related restriction permitted, and did not grant his request to return to a previous post where he could perform the duties successfully without accommodation. The complaint alleged that Inter-Con then placed him on unpaid leave, stating that Inter-Con is a “zero restriction” company.

EXH 113-004

DFEH found cause to believe a violation of the Fair Employment and Housing Act had occurred and filed a civil complaint in March 2018 in Sacramento County Superior Court. The parties reached a settlement agreement in which Inter-Con agreed to pay \$87,000 to the complainant and \$5,000 to DFEH for attorneys' fees and costs. Inter-Con has also reinstated the complainant to his position as a security guard.

"The law requires employers to engage in a meaningful, good-faith interactive process to see if a reasonable accommodation will allow an employee with a disability to continue working," said DFEH Director Kevin Kish. "DFEH is committed to seeking the reinstatement of employees in appropriate cases."

In addition to paying a total of \$92,000 to settle the lawsuit, Inter-Con has agreed to monitor all requests for reasonable accommodation for the next three years and report compliance to DFEH, disseminate information about anti-discrimination laws to its employees, and develop and implement a written anti-discrimination policy as well as a written interactive process policy.

Staff Counsel Grace Shim and Assistant Chief Counsel Nelson Chan represented DFEH in this matter.

###

The DFEH is the state agency charged with enforcing California's civil rights laws. The mission of the DFEH is to protect the people of California from unlawful discrimination in employment, housing and public accommodations and from hate violence and human trafficking. For more information, visit the DFEH's web site at <http://www.dfeh.ca.gov>.

ARTICLE

<https://www.kts-law.com/reasonable-accommodation-or-undue-burden/#:~:text=If%20the%20disability%20is%20not,the%20person%20qualifies%20as%20disabled.>

Reasonable Accommodation or Undue Burden? Revised March, 2015

Disability is the most common basis for the filing of housing discrimination complaints in California and nationally. Under federal and state fair housing laws, residents of rental housing who have disabilities are entitled to two rights that are not available to residents without disabilities. Residents with disabilities may make "reasonable modifications," which are physical changes to the premises such as installing grab bars. They are also entitled to be granted exceptions to the normal rules, policies practices or services. Such exceptions are called accommodations and may include things such as granting a resident with a disability the opportunity to have a companion animal despite a "no pet" policy. Many disability-related cases involve an alleged failure of a landlord to grant a request for a reasonable accommodation.

The Fair Housing Amendments Act (FHAA) defines discrimination as including "a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford [a person with a disability] equal opportunity to use and enjoy a dwelling." 42 U.S.C. §3604(f)(3)(B).

EX 113-605

The threshold issue in determining whether a reasonable accommodation request must be granted is whether the resident in question meets the California definition of disability. If the disability is apparent, no verification of disability is required. If the disability is not apparent, the applicant or resident may be required to provide verification that he/she meets the California definition of disability. There can be NO inquiry into the nature or extent of the disability, but the landlord has the right to confirmation that the person qualifies as disabled. For an exception to the rules to be granted, the person with an apparent or verified disability must also have a disability-related need for the requested exception. That is, granting the request must be necessary in order for the resident to be able to use and enjoy the rented premises on an equal basis. If the disability-related need is not apparent, it may be required to be verified as well.

Assuming there is a showing of disability and disability-related need, a landlord may not refuse a request unless it is "unreasonable." Accommodations are generally considered to be reasonable unless they would constitute an "undue" financial or administrative burden on the landlord, or would fundamentally alter the nature of the services rendered by the housing provider. Some burden or cost is expected to be borne by the landlord. The analysis of whether a burden is "undue" is expected to take into account the resources available to the particular landlord in question.

For instance, an accommodation that may not be an undue financial burden for a company that owns a large number of units may be unduly burdensome for an owner with fewer units. Courts have recognized that the reasonable accommodation inquiry is highly fact-specific, requiring a case- by-case determination. If a landlord determines that an accommodation request is unreasonable, he or she is expected to enter into an "interactive process" with the resident to attempt to negotiate a reasonable alternative accommodation.

In the past, the financial impact of accommodations was generally indirect. For example, if a landlord assigned a reserved parking space to a mobility- impaired resident, the landlord would be expected to bear the relatively small cost of painting stripes and putting up a sign for the space. In recent years, a trend seems to have developed for tenants' rights advocates to argue that it is reasonable for landlords also to allow accommodations that affect economic considerations. As an example, financial accommodations may arise in the screening process. Some tenant advocates are of the opinion that an application should not be denied if negative credit information is related in any way to an applicant's disability.

Financial accommodations arise during a tenancy as well. If the resident's primary source of income is from disability payments and such payments are received on a date other than the rental due date in the contract, a landlord may be expected to adjust that rental due date as an accommodation.

Allowing payment of rent by a third party outside of the government-subsidized housing arena has also become a hot topic recently. For instance, charitable organizations who assist persons with disabilities sometimes offer to cover all or part of the resident's rent or security deposit by making payments directly to the landlord. In 2006, the California Department of Fair Employment and Housing (DFEH) entered into an \$80,000 settlement

EXH # 113-006

agreement with a Los Angeles landlord who enforced a policy to not accept rent from parties other than residents. The director of DFEH is quoted as saying: "Something as reasonable as accepting a third-party check to pay the rent of a person with AIDS does not impose an economic hardship for a housing provider." What if the third party missed a payment? Would advocates argue that a person with a disability should be allowed a delay in payment or that a landlord should waive late fees because of the third party's default? Further, in government-subsidized housing, a landlord cannot evict a resident for a default in payment of the government's portion of the rent. Would advocates try to argue that a person with a disability cannot be evicted if a private entity failed to pay the resident's share of the rent? Hopefully, landlords should be able to distinguish government subsidies from private payment arrangements.

What if a resident requested a reserved parking space and the only available spaces are those which are ordinarily rented for a fee? Is a landlord expected to take less rent each month because he is unable to provide a space that would otherwise be free? Although at first glance, this may seem unreasonable, a landlord should always go through the analysis of whether the request constitutes an undue financial or administrative burden before making a final determination.

Making a mistake in the analysis of reasonableness can be costly.

The DFEH negotiated a settlement with a San Francisco landlord which resulted in the landlord agreeing to pay damages in the amount of \$1 million dollars for failing to accommodate a request for assignment of a more accessible parking space for a resident with a disability and for refusal to provide an extra key to the gated entry for the resident's caregiver. Such frightening results underscore the importance of giving each and every accommodation request careful consideration.

It is generally settled that landlords should not place financial conditions upon the granting of an accommodation. For instance, residents with disabilities should not have to pay for additional insurance in order to fulfill a disability-related need. In HUD v. Twinbrook Village Apartments, HUD

ALJ No. 02-00-0256-8 (HUD ALJ Nov. 9, 2001) the requirement for a resident with a disability to procure a renter's insurance policy specifically to indemnify the landlord against injury that could be caused by a wheelchair ramp was found to be discrimination in the "terms, conditions and privileges" of renting.

Landlords are also expected to forgo requiring a pet deposit for an animal which is kept by a resident because of a disability-related need. However, California's Unruh Act provides that although a landlord may not charge a deposit for an animal that is related to a disability "the individual shall be liable for any damage done to the premises or facilities" by the animal (Civil code section 54.2). It is logical to assume that a resident's responsibility would extend to damages caused by other disability-related sources besides animals.

Financial accommodation can involve forgoing damages for early termination of tenancy. For instance, if all parking spaces on a property are already assigned to residents and no one with a desirable space will voluntarily exchange spaces with the resident who has a

EXH 113-007

disability, the parties should communicate ideas for other options. Alternatives might include the resident being put on a waiting list for parking assignments ahead of all non-disability related transfer requests. If that opportunity does not meet the resident's immediate needs, it appears that the only viable alternative may be to allow the resident to meet his or her disability-related needs elsewhere by moving from the premises, at the resident's option. The issue of reasonableness then revolves around balancing the potential financial impact on the landlord resulting from early termination with the impact on the resident of not being granted a necessary accommodation. Cases have stated that even a delay in the approval process can be considered a denial of an accommodation. Advocates argue that it is reasonable for a landlord to be required to immediately excuse a resident with a disability from further obligations under the rental/lease agreement in the event that relocation is necessary because of a disability-related need. There does not seem to be a definitive case on this issue in California as yet. In conclusion, each request for a disability-related exception to rules, even those involving economic policy, should be considered on a case-by-case basis. It is wise to provide a complete fact profile to legal counsel for assistance in achieving an informed risk management analysis.

Labor costs to prepare this email are \$42.00.

Text of voicemail received by Respondents the last few days (sic):

"This is Johnson calling, tenant 9 at 1522 Hi Point St 90035 at 323-807-3099. The intercom inside my unit is still not working. The striping has not been extended for stall #8 to make it a tandem parking stall. If repairs or code enforcement needs to enter, please contact the management office for access and post the 24 hour written notice to enter. DO NOT DISTURB THE TENANT. See the emails to you dated July 13, 2023 and Jul 17 at 1:15 pm. I have also not been provided the smartphone and internet parts to use the Akuvox system. This call is to the owner Meghan Hayner and LAHD and Ian Berensen. This voicemail is evidence of cost and damages."

To HUD: Please investigate the city of Los Angeles for abuse of federal dollars for purposes of illegal housing discrimination as stated herein.

As published by the clerk records request 23-7163 at link:

<https://recordsrequest.lacity.org/requests/23-7163>

All rights reserved. Geary J. Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male American** I am a Black male tenant, aged over 45, and with a disability entitled to all

EXH 113-008

privileges and rights under the State Unruh Act, CC 51,52

Reference:

Request to City Los Angeles and Owner for Parking and Akuvox Costs

<https://lahousingpermitsandrentadjustmentcommission.com/request-to-city-los-angeles-and-owner-for-parking-and-akuvox-costs/>

Reference:

**NEIGHBORHOODS AND COMMUNITY ENRICHMENT COMMITTEE
COUNCILMEMBER EUNISSES HERNANDEZ, CHAIR; COUNCILMEMBER JOHN LEE;
COUNCILMEMBER HEATHER HUTT**

https://clkrep.lacity.org/online/docs/2023/23-0239-S1_PC_PM_07-31-2023.pdf

HUD Staff:

Pamela Blumenthal Jesse W. DiValli Bradley H. Pollock Rebecca J. Reed Aaron M. Shroyer Sahian V. Valladares Nicole E. Watson

Staff:

Brandon Fischer, Dylan J. Hayden, John C. Huggins, Team Lead Helen Zassypkina

Assistant Secretary for Housing - Federal Housing Commissioner Julia R. Gordon 9100
(202) 708-2601

General Deputy Assistant Secretary for Housing Jeffrey D. Little 9100

(202) 708-2601

Associate General Deputy Assistant Secretary for Housing Vance Morris 9106

(202) 708-2601

Chief of Staff

Nathan Shultz

9110

(202) 708-2601

Senior Advisor

Eric Stein

CACA

Associate General Counsel

Jeanine Worden

10272

402-5188

CACAA

Acting Assistant General Counsel

Enforcement Division

Allen W. Levy

10270

402-4733

CACAA

Deputy Assistant General Counsel

Enforcement Division Allen W. Levy

EXH 113-009

09/01/2023

10270
402-4733

FAX
Fair Housing Division Facsimile Machine

10270
708-2537

CACAB
Assistant General Counsel

Compliance Division

William F. Lynch

10264

402-6280

CACAB

Deputy Assistant General Counsel

Compliance Division

Ayelet Weiss

10264

402-6700

Meena Bavan

Director

Meena.S.Bavan@hud.gov

William M. Rhodes

Division Director

William.M.Rhodes@hud.gov

Alexandra Loor

Field Correspondence Coordinator Alexandra.G.Loor@hud.gov Maria Granata

Portfolio Management Specialist Maria.J.Granata@hud.gov

Ben Luu

Portfolio Management Specialist Ben.Luu@hud.gov Mayfelisa Miso

Portfolio Management Specialist Mayfelisa.Miso@hud.gov Albert Proctor

Portfolio Management Specialist Albert.E.Proctor@hud.gov

Alicia Salcido

Portfolio Management Specialist Alicia.E.Salcido@hud.gov Alejandra Sigala Portfolio Management Specialist

Alejandra.M.Sigala@hud.gov Jane Wilson Portfolio Management Specialist L.Jane.Wilson@hud.gov

Jameel Hill

Financial Analyst Jameel.E.Hill@hud.gov

Twan Quach

General Engineer Twan.Quach@hud.gov

Timothy Still

Program Analyst Timothy.A.Still@hud.gov

HUD-PIHRC@ardentinc.com <https://www.hud.gov/states/california/working/ph/la-staff>

09/01/2023

EX-113-110

09/01/2023

Exhibit 114

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

RACISTS AMONG US

Phone: 323-807-3099

Fax: 323-345-5070

Fax

To: Power Property Grp PPMG

From: Geary Johnson

Fax: 3106618195

Pages: 11

Re: Services Requested

Date: August 10, 2023

HI POINT 1522 LLC VIA POWER PROPERTY MANAGEMENT AND NISI WALTON.
Please see the attached email of August 8, 2023 sent to you at 8:09 pm. A
response is requested. YOUR ACTIONS OF NOT RESPONDING AN INTENTIONAL
CAUSE HARM AND ARE UNLAWFUL RETALIATION. THE COST THAT WILL BE BILLED
TO YOU FOR PREPARING THIS FAX IS \$42.00.

Your transmission has completed.

DOC Identifier : 53377589

Fax Number : 3106618195

Recipient : Power Property Grp PPMG

Status Classification : "Success"

Status Outcome : "Success"

Last Attempt Date : 08/10/2023

Last Attempt Time : 10:24:00

Pages Scheduled : 11



Pages Sent : 11

Baud Rate : 14400

Duration (in seconds) : 275

Number of Retries : 1

Remote CSID : "No ID "

	<u>Cover page</u>
	<u>2023-8-8 Email New Evidence rent for services.pdf</u>

09/01/2023

EXH 114-001

09/01/2023

Exhibit *115*

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Re: Case # CE273371 - Notice of Case Closure

From: G Johnson (tainmount@sbcglobal.net)

To: lahd.rsodocs@lacity.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Cc: dave.vargas@hud.gov; cfontanesi@hudoig.gov; foiarequests@hudoig.gov; whistleblower@hudoig.gov; hudlosangelesoph@hud.gov; meena.s.bavan@hud.gov; maria.j.granata@hud.gov; ben.luu@hud.gov; mayfelisa.miso@hud.gov; albert.e.proctor@hud.gov; timothy.a.still@hud.gov; twan.quach@hud.gov; jameel.e.hill@hud.gov; hud-pihrc@ardentinc.com

Date: Saturday, August 12, 2023 at 11:26 AM PDT

Case # CE273371 - Notice of Case Closure

Dear LAHD:

Your decision is not acceptable as a resolution.

I am still without working intercom in my unit. I am still without tandem parking stall. These are entitlement under law and the rental agreement.

An administrative hearing is requested on this matter.

Administrative Hearing Requirements

At a minimum, an agency must give a person notice and an opportunity to be heard, including the opportunity to present evidence and rebut evidence. Cal. Gov't Code §114251.10(a)(1). The agency must also "make available" a copy of the governing procedures available to the person against whom the agency action is directed, and state whether the state APA applies (Cal. Gov't Code §115000). Agencies may include provisions more protective of the rights of the person to whom the agency action is directed. The presiding officer's decision must be in writing, must be based on the record, and include a statement of the factual and legal basis of the decision. Cal. Gov't Code § (a)(6). The presiding officer may be subject to disqualification for bias prejudice or interest, and is prohibited from ex parte communication. Child support hearings are often done 2 by telephone, and you have to ask for an in-person hearing if you want one. You may have to wait longer for in-person hearing to be scheduled. Special education cases involve experts and are usually conducted in person. Check with the local office issuing the hearing notice as to the procedures followed for the hearing.

Geary Juan Johnson
1522 Hi Point St 9

EXH. 115-001

Los Angeles CA 90035

Phone 323-807-3099

Reference Civil Rights Department
CRD Complaint Case 202305-20745222

On Friday, July 7, 2023 at 01:48:03 PM PDT, LAHD RSO Docs <lahd.rsodocs@lacity.org> wrote:

Good afternoon,

This email is to inform you that your case has been closed. Attached you will find a copy of the Notice of Case Closure.

Best regards,



CE273371.pdf

755.4kB

09/01/2023

EXH 115-002

09/01/2023

Exhibit

116

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

Biased Case Closure City RSO CE280933. Originally filed 5/3/2023. REDUCTION IN MAINTENANCE NOT ADDRESSED.

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; meghan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontend@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Cc: dave.vargas@hud.gov; cfontanesi@hudoig.gov; foiarequests@hudoig.gov; whistleblower@hudoig.gov; hudlosangelesoph@hud.gov; meena.s.bavan@hud.gov; maria.j.granata@hud.gov; ben.luu@hud.gov; mayfelisa.miso@hud.gov; albert.e.proctor@hud.gov; timothy.a.still@hud.gov; twan.quach@hud.gov; jameel.e.hill@hud.gov; hud-pihrc@ardentinc.com

Date: Monday, August 14, 2023 at 01:55 PM PDT

Dear Ann Sewill, Tricia Keane, Anna E. Ortega, Los Angeles Housing Department, Vi Dang, Agassi Topchian, Mayor Karen R. Bass:

1. I have received your notice of case closure dated August 3, 2023. I am forwarding by this letter a copy of such case closure to the property owner as well as city council members. Your letter is not acceptable as a resolution to the damages that have occurred.
2. I did not receive any phone calls or letters from the LAHD Vi Dang, or anyone else, to discuss the documentation forwarded to your department.
3. It does not appear that your department had any discussion with the property owner either. Your decision therefore is arbitrary, capricious, and unjust in terms of not restoring the services requested or recognizing that there has been a reduction of services. Your decision denies me due process.
4. Your case closure is vague and lacking in specificity as to how you arrived at the statement "you did not substantiate a rent increase nor a reduction of housing services have occurred". I disagree with that position.
5. I ask for a thorough review of the file by the office of Mayor Karen Bass and I request a thorough review of the file by the city attorneys office for the LAHD overall failure based on my race, sex, and age to provide the housing services requested.
6. Please provide to me any appeal rights on this matter.
7. If there are no appeal rights, I plan to file for a court review under a Writ of Mandate. If you have any objections, let me know.

EXH. 116-001

09/01/2023

8. The documents and pictures supplied to the LAHD indicate the services provided at the inception of tenancy, and available at the inception of tenancy, to tenants unit 9, including myself as one of two Black males. I was provided with a tandem parking stall #14 in 2010 (inception of tenancy) and the rent agreement indicates parking for two vehicles. The change in terms of tenancy submitted by the owner and signed by me proves that we were assigned to stall #14 and asked to move to stall #8 (a single car stall). That is a reduction in parking and a condition assumed by the current owner of the property. In terms of the intercom and repairs, at the inception of the tenancy, we were entitled to unlimited maintenance per the rent agreement only conditioned upon reporting the need for repairs of items that are not my personal items or due to fault of mine. The unlimited repairs have been reduced to the point the intercom has not been repaired or replaced. Finally I gave you information, which has apparently been ignored, that the owner thru Thomas Khammar admitted in a court proceeding that I am entitled to a working intercom---he said that the building needs to be rewired--- and in the same court proceeding he said we are entitled to parking for two vehicles---"tandem parking"---because he made the statement, false, that we already have parking for two vehicles. If any LAHD employee was not racially biased against me, then they would not have issued the decision that services have not been reduced. The owner admitted it in the documentation.

(9. deleted)

10. I continue to pay an illegal rent because maintenance has been reduced from the entitled "unlimited" repairs, and the parking continues to be reduced from parking for two cars to parking for one car. For that I will be filing a a new LAHD complaint as the conditions and damages are continuing, under the continuing rent agreement.

11. Seems the LAHD has a lot of power to assure that tenants do not get fair housing services. Thousands of tenants across Los Angeles have working intercoms and parking for two cars. I question how does a Black tenant like myself get fair housing services in a city run by a Black woman Mayor like Karen Bass and is this the city pattern and practice we can expect under the Bass reign?

12. Thru this letter which will be forwarded to the Police Department, I ask that the Police pursue criminal penalties against the owner per the ordinance including but not limited to \$1000 for each offense.

13. Your email does not comply with *Topanga* because your decision was not based on the whole record as required under *Topanga Association for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506. In addition *Topanga* requires that your decision "bridge[d] the analytic gap between the raw evidence and [its] ultimate decision or order". Your department "must render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the basis".

14. An administrative hearing is requested on this matter.

Administrative Hearing Requirements

EXH. 116-002

At a minimum, an agency must give a person notice and an opportunity to be heard, including the opportunity to present evidence and rebut evidence. Cal. Gov't Code §114251.10(a)(1). The agency must also "make available" a copy of the governing procedures available to the person against whom the agency action is directed, and state whether the state APA applies (Cal. Gov't Code §115000). Agencies may include provisions more protective of the rights of the person to whom the agency action is directed. The presiding officer's decision must be in writing, must be based on the record, and include a statement of the factual and legal basis of the decision. Cal. Gov't Code § (a)(6). The presiding officer

09/01/2023

may be subject to disqualification for bias prejudice or interest, and is prohibited from ex parte communication. Child support hearings are often done 2 by telephone, and you have to ask for an in-person hearing if you want one. You may have to wait longer for in-person hearing to be scheduled. Special education cases involve experts and are usually conducted in person. Check with the local office issuing the hearing notice as to the procedures followed for the hearing.

15. You claim your decision is based on previous case CE273371. That case was filed 10/5/22. This case herein was filed 5/3/2023. This case addresses new evidence that has occurred after 10/5/22 therefore your decision of closure is an abuse of authority, abuse of discretion, arbitrary, capricious and unjust and evidence of the City of Los Angeles pattern and practice housing discrimination against Blacks like myself.

16. Under law, I am entitled to file a new complaint where the harm is continuing, obligations are continuing, and there is new evidence. The CE280933 contains new evidence that was not addressed in the CE273371 case.

17. I have been denied a fair trial.. Your decision is not supported by the findings. Your finding are not supported by the evidence.

I am a tenant who is **Ham-Jew-DNA-Kushite/Black male American** I am a Black male tenant, aged over 45, and with a disability entitled to all privileges and rights under the State Unruh Act, CC 51,52

Reference:

All rights reserved.

Geary Juan Johnson

1522 Hi Point St 9

Los Angeles CA 90035

Phone 323-807-3099



2023-8-3 Closure RSO CE282093.pdf
621.1kB

09/01/2023

EX# 116-002

09/01/2023

Exhibit *117*

Aug 21, 2023

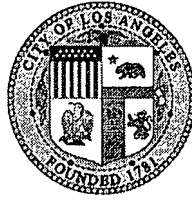
Case 23STCP00644

Petitioner exhibits

Ann Sewill, General Manager
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager
Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager

CITY OF LOS ANGELES



Karen Bass, Mayor

8/14/2023

LOS ANGELES HOUSING DEPARTMENT
200 West 7th Street, 9th Floor
Los Angeles, CA 90017
Tel: 213.808.8808
housing.lacity.org

CoR File No. 36967

VIA Email To tainmount@sbcglobal.net

Subject: CPRA request regarding:
Case number CE273371

Dear Geary Juan Johnson

This letter is in response to your request dated 8/3/2023 and received by our office on 8/3/2023, seeking records from the Los Angeles Housing Department pursuant to the California Public Records Act (LAHD).

Please be advised that this office finds that "unusual circumstances" exist with respect to the request, as that term is defined in California Government Code section 6253(c). Unusual circumstances exist because of

1. The possible need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records in order to respond to the request.

We expect to make a determination concerning your request on or before 8/28/2023.

If you have any questions, you may phone the Custodian of Records line at (213) 922-9612. We greatly appreciate your courtesy and cooperation in this matter.

Very truly yours,

JOANN M. CHEN
Custodian of Records

09/01/2023

EXH 117-001

09/01/2023

Exhibit 118

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

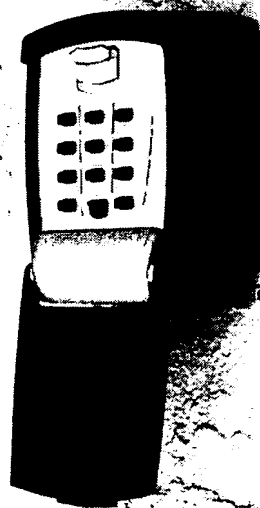
PROL Y MA

POWER PROPERTY Management

Experts in emPowering client success in property management

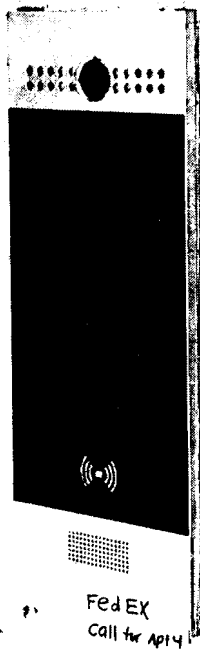
CALL FOR MORE INFO: 310-593-3955

POWERPROPERTYMANAGEMENT.COM



The Akuvox system outside 1522 Hi Point St. apartments. Some tenants refuse to use the system due to privacy concerns. Others object to the increase in rent amount needed to purchase a smart phone and incur monthly Internet fees. The owner refuses to supply the smartphone and internet to Black tenants.

Ext 118-001



FedEx
Call for Appt

305-

Thx!

09/01/2023

8-15-23

09/01/2023

Exhibit

119

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

ORDINANCE NO. 187109

An ordinance adding Article 5.3 to the Los Angeles Municipal Code to establish an Anti-Harassment of Tenants Ordinance, adding Section 151.33 to incorporate these protections in the Rent Stabilization Ordinance, and amending Section 151.10(B) relating to penalties.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 5.3 is added to Chapter IV of the Los Angeles Municipal Code to read as follows:

ARTICLE 5.3

TENANT ANTI-HARASSMENT ORDINANCE

SEC. 45.30. FINDINGS.

The City of Los Angeles has an extreme shortage of affordable rental housing.

Housing advocates report that some unscrupulous landlords have been constructively evicting long-term tenants by engaging in harassing conduct in order to coerce vacancies, and thereby charge higher market rate rents.

In 2018, the Housing and Community Investment Department investigated approximately 10,000 tenant complaints of harassment in rent stabilized units concerning illegal rent increases, illegal evictions, failure to post required notifications, non-registration of rental units, illegal tenant buy-out agreements, and denial of relocation assistance.

Other harassing conduct used by residential landlords to cause unlawful evictions include reducing housing services, issuing eviction notices based upon false grounds, and refusing to complete repairs required by law. Habitability and other tenant complaints are often not raised with landlords nor with City inspectors for fear of retaliation.

Tenants living in rental units are especially vulnerable to landlord harassment due to the shortage of other available affordable rental housing and lack of accessible remedies.

Harassment of tenants is severely impacting the City's most marginalized community members who deserve rental housing stability and security. Now more than ever, the City needs to adopt civil and criminal remedies to address these unlawful harassment practices to help tenants achieve meaningful remedies to deter this bad conduct and to make tenants harmed by such conduct whole.

SEC. 45.31. DECLARATION OF PURPOSE.

The Tenant Anti-Harassment Ordinance provided in this article augments existing protections provided to residential tenants under state, federal, and local laws to prohibit and deter tenant harassment by landlords in all rental units, including single-family residences and condominiums. This Ordinance provides an aggrieved tenant with a private right of action and affirmative defense in eviction, ejectment, and other actions. The Ordinance also makes violations a criminal offense.

SEC. 45.32. DEFINITIONS.

The following words and phrases, whenever used in this article, shall be construed as defined in this section. Words and phrases not defined herein shall be construed as defined in Sections 12.03 and 151.02 of this Code, if defined therein.

Department. "Department" refers to the Housing and Community Investment Department and any successor entity.

Landlord. "Landlord" refers to any owner, lessor, sublessor, manager, and/or person, including any firm, corporation, partnership, or other entity, having any legal or equitable right of ownership or possession or the right to lease or receive rent for the use and occupancy of a rental unit, and whether acting as principal or through an agent or representative or successor of any of the foregoing.

Rent Adjustment Commission. "Rent Adjustment Commission" refers to the Rent Adjustment Commission of the City of Los Angeles as defined in Chapter XV of this Code.

Rental Unit. "Rental Unit" refers to all dwelling units, efficiency dwelling units, guest rooms, and suites, as defined in Section 12.03 of this Code, all housing accommodations as defined in Government Code Section 12927, all duplexes, condominiums and single-family homes in the City of Los Angeles, rented or offered for rent for living, dwelling and/or human habitation purposes, the land and buildings appurtenant thereto, and all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities. This term shall also include mobile homes, whether rent is paid for the mobile home and the land upon which the mobile home is located, or rent is paid for the land alone. Further, it shall include recreational vehicles, as defined in California Civil Code Section 799.29, if located in a mobile home park or recreational vehicle park, whether rent is paid for the recreational vehicle and the land upon which it is located, or rent is paid for the land alone.

Tenant. "Tenant" refers to any tenant, subtenant, lessee, sublessee, or any other person entitled to use or occupy a rental unit within the City of Los Angeles.

SEC. 45.33. TENANT HARASSMENT.

Tenant Harassment shall be defined as a landlord's knowing and willful course of conduct directed at a specific tenant or tenants that causes detriment and harm, and that serves no lawful purpose, including, but not limited to, the following actions:

1. Reducing or eliminating housing services required by a lease, contract or law, including the elimination of parking if provided in the tenant's lease or contract except when necessary to comply with a court order or local or state law, or to create an accessory dwelling unit or additional housing.
2. Failing to perform and timely complete necessary repairs and maintenance required by Federal, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.
3. Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954, including entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection.
4. Threatening a tenant, by word or gesture, with physical harm.
5. Attempting to coerce the tenant to vacate with offer(s) of payments.
6. Misrepresenting to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through an intentional misrepresentation or the concealment or omission of a material fact.
7. Threatening or taking action to terminate any tenancy including service of any notice to quit or other eviction notice or bringing action to recover possession of a rental unit based on facts which the landlord has no reasonable cause to believe to be true. No landlord shall be liable under this subsection for bringing an action to recover possession of a rental unit unless and until the tenant has obtained a favorable termination of that action.
8. Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.
9. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties or applicable law.
10. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant, or prospective additional occupant of a

rental unit, or requiring any of these people to make any statement, representation, or certification concerning their immigration or citizenship status.

11. Disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a tenant, whether in retaliation for engaging in legally protected activities or to influence them to vacate or for any other reason.

12. Disclosing or threatening to disclose information about a tenant to any government entity for engaging in legally protected activities or to influence them to vacate.

13. Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws.

14. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations and unions.

15. Interfering with a tenant's right to privacy or requesting information that violates a tenant's right to privacy, including, but not limited to, residency or citizenship status or social security number, except as authorized by law.

16. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.

SEC. 45.34. AFFIRMATIVE DEFENSE.

A tenant may use the protections afforded in this article as an affirmative defense in unlawful detainer, ejectment, and other actions when their landlord engages in actions constituting tenant harassment as defined in this article and other applicable laws.

SEC. 45.35. PRIVATE RIGHT OF ACTION; CIVIL PENALTIES.

A. An aggrieved tenant under this article, or any person, organization, or entity who will fairly and adequately represent the interests of an aggrieved tenant(s) under this article, may institute civil proceedings as provided by law, against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment.

B. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, reasonable attorney's fees and costs, imposition of civil penalties up to \$10,000 per violation

depending upon the severity of the violation, tenant relocation, and other appropriate relief, as adjudged by the court.

C. If a tenant prevailing under this article is older than 65 years or disabled when any of the harassing conduct occurred, the court may impose additional civil penalties up to \$5,000 per violation depending upon the severity of the violation.

D. Any landlord violating any of the provisions of this article, and any person who aids, facilitates, and/or incites another to violate the provisions of this article may be enjoined therefrom by a court of competent jurisdiction.

E. The remedies in this paragraph are not exclusive nor do they preclude any tenant from seeking any other remedies, penalties and punitive damages, as provided by law.

F. **Landlord Notice.** A civil proceeding or small claims case initiated under this article alleging any violation of Section 45.33 (2) may be commenced only after the tenant provides written notice to the landlord of the alleged violation, and the landlord fails to remedy the repair or maintenance issue within a reasonable period of time.

SEC. 45.36. CRIMINAL PROSECUTION.

A. A violation of any provision of this article is punishable as an infraction or misdemeanor.

B. A misdemeanor conviction under this article shall be punished by a fine of not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

C. It shall be a misdemeanor to attempt to interfere with the peaceful enjoyment, use, possession or occupancy of any premises by the lawful lessee or tenant of such premises either by threat, fraud, intimidation, coercion, duress, or by the maintenance or toleration of a public nuisance, or by cutting off heat, light, water, fuel or free communication by anyone by mail, telephone or otherwise, or by restricting trade or tradesmen from or to any such tenant. This subsection shall not apply to a duly authorized officer pursuant to the authority of legal process.

SEC. 45.37. RENT ADJUSTMENT PENALTY.

A. Any rental unit subject to the Rent Stabilization Ordinance of the City of Los Angeles which becomes vacant as a result of a violation of any provision of this article shall only be permitted to be rented at the lawful rent in effect at the time of the most recent termination of tenancy.

SEC. 45.38. RENT ADJUSTMENT COMMISSION AUTHORITY.

A. The Rent Adjustment Commission shall have the authority to interpret, implement, and apply all provisions of this article and issue orders and promulgate policies, rules, and regulations to effectuate the purposes of this article. All such rules and regulations shall be published once in a daily newspaper of general circulation in the City of Los Angeles, and shall take effect upon such publication.

B. The Rent Adjustment Commission may make studies and investigations, conduct hearings, and obtain information as it deems necessary to promulgate, administer and enforce any regulation, rule, or order adopted pursuant to this article.

SEC. 45.39. LAWFUL EVICTIONS.

Nothing in this article shall be construed as preventing lawful evictions of a tenant by appropriate legal means.

SEC. 45.40. SEVERABILITY.

If any provision of this article is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this article which can be implemented without the invalid provisions, and to this end, the provisions of this article are declared to be severable. The City Council hereby declares that it would have adopted this article and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

Sec. 2. The first paragraph of Subsection B of Section 151.10 of Article 1, Chapter XV of the Los Angeles Municipal Code is amended to read as follows:

B. Any person violating any of the provisions, or failing to comply with any of the requirements, of this chapter shall be guilty of a misdemeanor.

Sec. 3. Section 151.33 is added to Article 1, Chapter XV of the Los Angeles Municipal Code to read as follows:


SEC. 151.33. TENANT ANTI-HARASSMENT.

Tenants in all RSO rental units are protected from harassment as provided in Article 5.3 of Chapter IV of the Los Angeles Municipal Code. In addition to the prohibited conduct listed in Section 45.33 of this Code, tenant harassment includes offering payments to a tenant to vacate their unit without providing written notice to the tenant of their rights under Section 151.31 of this Code (Tenant Buyout Notification Program), using the form prescribed by the Department. However, this shall not prohibit offers made in pending unlawful detainer actions.

Sec. 4. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 
DEBORAH BREITHAUPT
Deputy City Attorney

Date 6/10/21

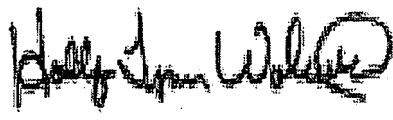
File No. 14-0268-S13

M:\Muni Counsel\ORDINANCES\Revised Anti-Harassment Ordinance (6.10.21).docx

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed June 23, 2021

Approved 06/28/2021

Publish Date: 07-06-21
Ordinance Effective Date: 08-06-21

EXH. 119-007

09/01/2023

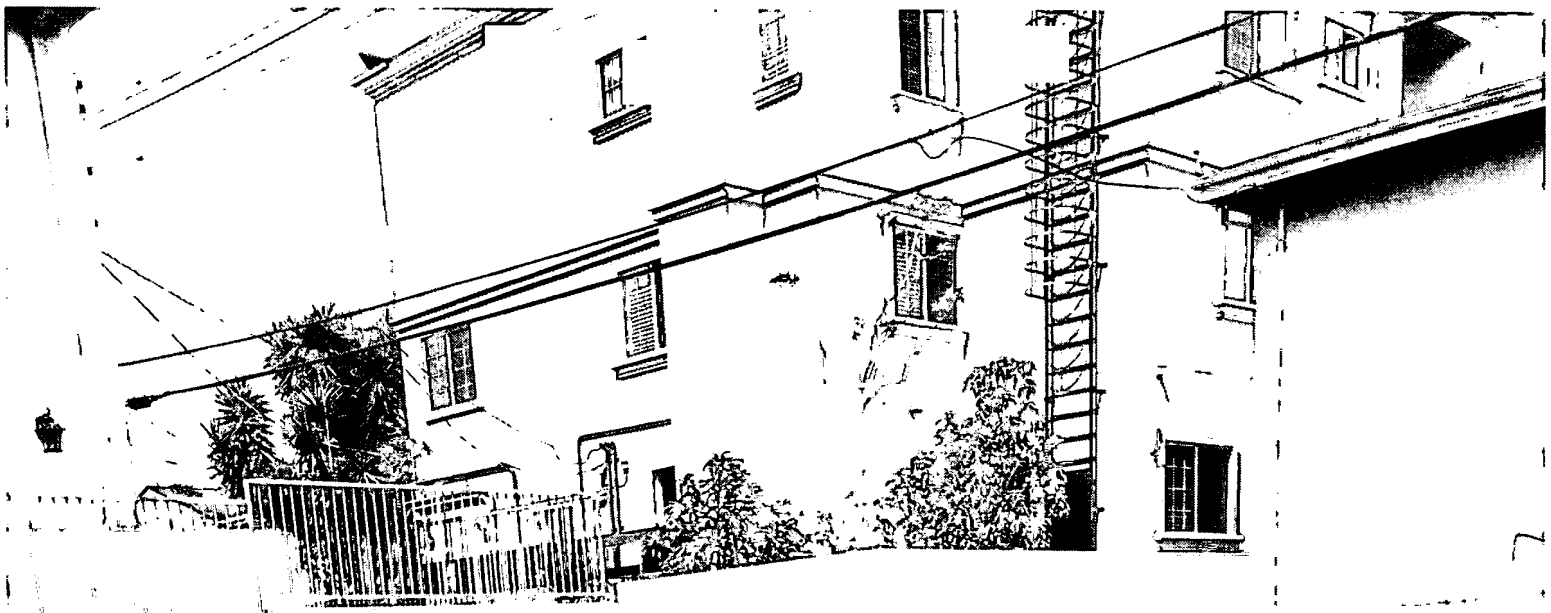
09/01/2023

Exhibit 120

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits



JUNE 23
2020
EXH 120-001

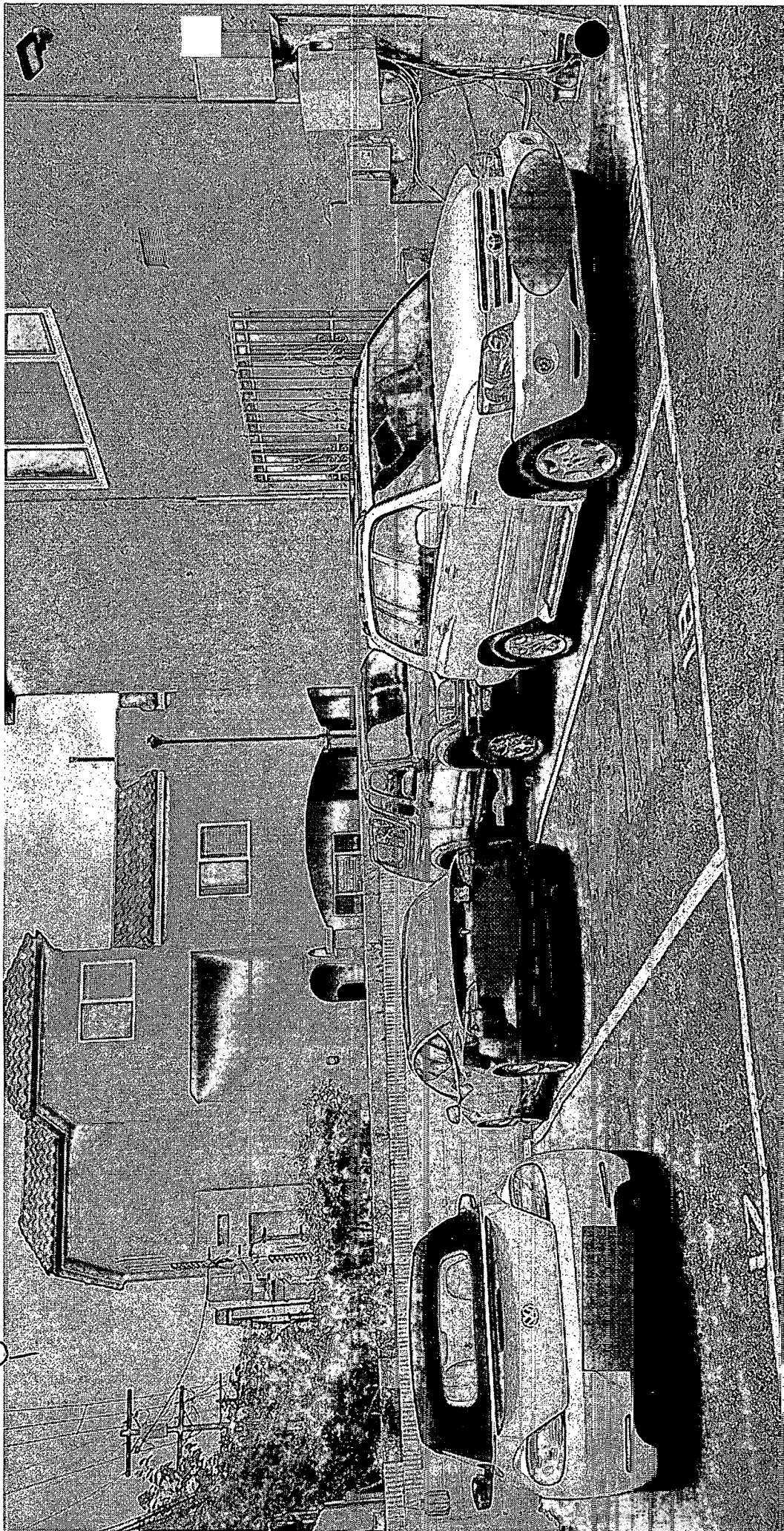


05/18/2015 19:44

EXH
120
002

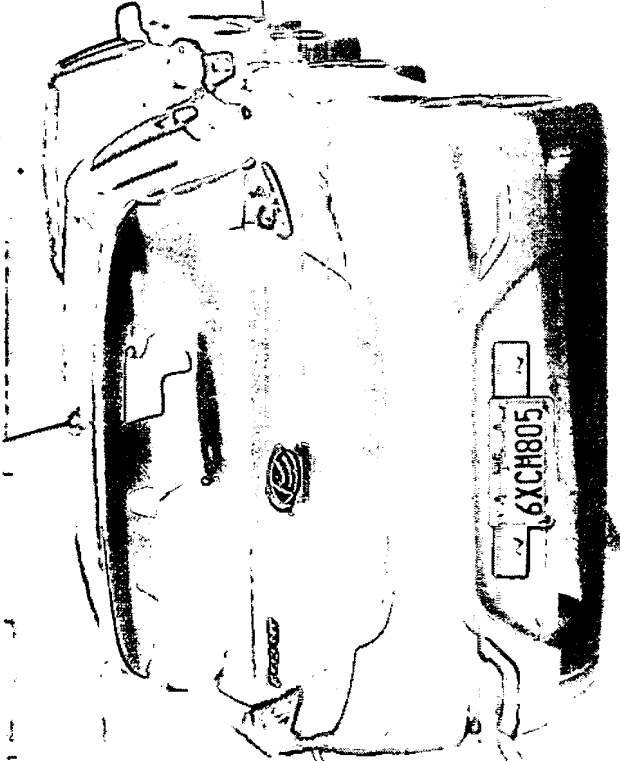
09/01/2023

EXH. 120-
003



JUNE 26 2023 AT 1522 HYPOCOT ST.

09/01/2023



EXH 120-
004

CIRCA 2014

04/11/2014 07:03

04/11/2014 06:31

EXH. 120-005

09/01/2023

Exhibit 121

Aug 21, 2023

Case 23STCP00644

Petitioner exhibits

09/01/2023



Noticed this on my walk past LACES today...I cannot describe how awful and unsafe this made me feel. Is this what our beautiful, diverse and multi cultural neighborhood is devolving into?

CIRCA JUNE 19, 2023
LOS ANGELES, CA

EXH 121-001



EMAIL: TAINMOUNT@SBCGLOBAL.NET
FAX: 323-345-5070

21
AUG 16, 2023

FILING CLERK

Stanley Mosk Courthouse
111 North Hill Street Room 113
Los Angeles, CA 90012
VIA USPS PRIORITY MAIL

Case 23STCP00644

Dear CLERK OF COURT:

PLEASE FIND the ENCLOSED:

PETITIONER GEARY J. JOHNSON'S SUPPLEMENTAL PETITION IN
SUPPORT OF PETITION FOR WRIT OF MANDATE (CCP § 1085)
(CCP 1084-1097)

VERIFICATION

CERTIFICATE OF COMPLIANCE

TABLE OF CONTENTS AND AUTHORITIES

EXHIBITS VOL I AND II

PROOF OF SERVICE

Sincerely yours,

09/01/2023

RECEIVED

AUG 23 2023

STANLEY MOSK COURTHOUSE



Page 2

GEARY J. JOHNSON

Pro Se

Geary Johnson

09/01/2023

CRC Rule 8.486. Petitions. Chapter 7. (a) Contents of petition

- (6) Rule 8.204(c) governs the length of the petition and memorandum, but, in addition to the exclusions provided in that rule, the verification and any supporting documents are excluded from the limits stated in rule 8.204(c)(1) and (2).

CRC Rule 8.204(c) Length

- (1) Except as provided in (5), a brief produced on a computer must not exceed 14,000 words, including footnotes. Such a brief must include a certificate by appellate counsel or an unrepresented party stating the number of words in the brief. The person certifying may rely on the word count of the computer program used to prepare the brief.