

CLAIMANT INFORMATION			
LAST NAME JOHNSON		FIRST NAME GEARY	MIDDLE INITIAL J.
INMATE OR PATIENT IDENTIFICATION NUMBER (if applicable)		BUSINESS NAME(if applicable) none	
TELEPHONE NUMBER 323-807-3099		EMAIL ADDRESS tainmount@sbcglobal.net	
MAILING ADDRESS 1522 Hi Point St 9		CITY Los Angeles	STATE CA
		ZIP 90035	
IS THE CLAIMANT UNDER 18 YEARS OF AGE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		INSURED NAME(Insurance Company Subrogation) none	
IS THIS AN AMENDMENT TO A PREVIOUSLY EXISTING CLAIM? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		EXISTING CLAIM NUMBER (if applicable)	EXISTING CLAIMANT NAME(if applicable)

ATTORNEY OR REPRESENTATIVE INFORMATION			
LAST NAME none		FIRST NAME	MIDDLE INITIAL
TELEPHONE NUMBER		EMAIL ADDRESS	
MAILING ADDRESS		CITY	STATE
		ZIP	

CLAIM INFORMATION	
STATE AGENCIES OR EMPLOYEES AGAINST WHOM THE CLAIM IS FILED Civil Rights Department, et al.	DATE OF INCIDENT January 1, 2024
LATE CLAIM EXPLANATION (Required, if incident was more than six months ago)	

Deprivation of federal civil rights and due process. See attachments

DOLLAR AMOUNT OF CLAIM \$100 million dollars	CIVIL CASE TYPE(Required, if amount is more than \$10,000) <input type="checkbox"/> Limited (\$25,000 or less) <input type="checkbox"/> Non-Limited (over \$25,000)
DOLLAR AMOUNT EXPLANATION Value of civil rights	
INCIDENT LOCATION 1522 Hi Point St 9, Los Angeles, CA 90035	
SPECIFIC DAMAGE OR INJURY DESCRIPTION	

Denial of civil rights protection. Denial of federally mandated due process. See attached 19 pages plus.

CIRCUMSTANCES THAT LED TO DAMAGE OR INJURY
Civil Rights complaint filed with the CRD in 2014 and continuing. SEE ATTACHED EMAILS.

EXPLAIN WHY YOU BELIEVE THE STATE IS RESPONSIBLE FOR THE DAMAGE OR INJURY
Res ipsa liquitor. <i>LIQVITUR LIQVITUR</i>
Page 1 of 2

STATE OF CALIFORNIA
GOVERNMENT CLAIM

DGS ORIM 006 (Rev. 08/19)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF RISK AND INSURANCE MANAGEMENT

AUTOMOBILE CLAIM INFORMATION

DOES THE CLAIM INVOLVE A STATE VEHICLE? <input type="checkbox"/> Yes <input type="checkbox"/> No	VEHICLE LICENSE NUMBER (if known)	STATE DRIVER NAME (if known)
HAS A CLAIM BEEN FILED WITH YOUR INSURANCE CARRIER? <input type="checkbox"/> Yes <input type="checkbox"/> No	INSURANCE CARRIER NAME	INSURANCE CLAIM NUMBER
HAVE YOU RECEIVED AN INSURANCE PAYMENT FOR THIS DAMAGE OR INJURY? <input type="checkbox"/> Yes <input type="checkbox"/> No	AMOUNT RECEIVED (if any)	AMOUNT OF DEDUCTIBLE (if any)

NOTICE AND SIGNATURE

I declare under penalty of perjury under the laws of the State of California that all the information I have provided is true and correct to the best of my information and belief. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a felony punishable by up to four years in state prison and/or a fine of up to \$10,000 (Penal Code section 72).

SIGNATURE 	PRINTED NAME GEARY J. JOHNSON	DATE 3/19/2024
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INSTRUCTIONS

- Include a check or money order for \$25, payable to the State of California.
 - \$25 filing fee is not required for amendments to existing claims.
- Confirm all sections relating to this claim are complete and the form is signed.
- Attach copies of any documentation that supports your claim. Do not submit originals.

Mail the claim form and all attachments to:
Office of Risk and Insurance Management
Government Claims Program
P.O. Box 989052, MS414
West Sacramento, CA 95798-9052

Claim forms can also be delivered to:
Office of Risk and Insurance Management
Government Claims Program
707 3rd Street, 1st Floor
West Sacramento, CA 95605
1-800-955-0045

Department of General Services Privacy Notice on Information Collection

This notice is provided pursuant to the Information Practices Act of 1977, California Civil Code Sections 1798.17 & 1798.24 and the Federal Privacy Act (Public Law 93-579).

The Department of General Services (DGS), Office of Risk and Insurance Management (ORIM), is requesting the information specified on this form pursuant to Government Code Section 905.2(c).

The principal purpose for requesting this data is to process claims against the state. The information provided will/may be disclosed to a person, or to another agency where the transfer is necessary for the transferee-agency to perform its constitutional or statutory duties, and the use is compatible with a purpose for which the information was collected and the use or transfer is accounted for in accordance with California Civil Code Section 1798.25.

Individuals should not provide personal information that is not requested.

The submission of all information requested is mandatory unless otherwise noted. If you fail to provide the information requested to DGS, or if the information provided is deemed incomplete or unreadable, this may result in a delay in processing.

Department Privacy Policy

The information collected by DGS is subject to the limitations in the Information Practices Act of 1977 and state policy (see [State Administrative Manual 5310-5310.7](#)). For more information on how we care for your personal information, please read the [DGS Privacy Policy](#).

Access to Your Information

ORIM is responsible for maintaining collected records and retaining them for 5 years. You have a right to access records containing personal information maintained by the state entity. To request access, contact:

DGSORIM
Public Records Officer
707 3rd St., West Sacramento, CA 95605
(916) 376-5300

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

March 19, 2024

Government Claims Program
Office of Risk and Insurance Management
Department of General Services

P.O. Box 989052 MS-414
West Sacramento, CA 95798-9052
Call (800) 955-0045
Fax (916) 376-6387
Email gcinfo@dgs.ca.gov

USPS Priority _____

See attached damage claim and check for \$25.00. Damages requested \$100,000,000 based on deprivation of federally granted civil rights. (one hundred million dollars).

This is an action for ongoing harm and ongoing obligations based on

Emails attached as part of claim.

February 8, 2024 at 11:08 am- (7 pages.)

March 14, 2024 at 12:03 pm. (2 pages)

March 2, 2024 at 10:34 am (3 pages)

Claim for Damages to Person or Property

All rights reserved

Against:

California Civil Rights Department (“CRD”)

**2218 Kausen Drive, Suite 100
Elk Grove, CA 95758**

Ravi Rangi, in official capacity and individual and personal capacity;
Mimi Infantino, in official capacity and individual and personal capacity;
Karina Arabolza, in official capacity and individual and personal capacity;
Gloria Morales, in official capacity and individual and personal capacity;
Kevin Kish, Director, in official capacity and individual and personal capacity
Camilla Asuncion, in official capacity and individual and personal capacity
[Supervisor of Camilla Asuncion] tbd, in official capacity and individual and
personal capacity; Xavier Becerra, in his official capacity and as an
individual and personal capacity Leena M. Sheet, Deputy attorney general,
in her official capacity and as an individual and personal capacity ;

Susan Davenport, CRD employee and investigator.

These are the statements from the May 18, 2016 CRD letter which I believe
constitute unlawful discrimination:

**“The Respondents asserted none of the intercoms in the building were
working when they took over management, but they began installing
working intercoms as tenants vacated the premises and they had a
chance to renovate the empty units.”**

**“They [Respondents] stated the four units with non-working intercoms,
including your apartment, are occupied by long term tenants, which is
why those units continue to have intercoms that do not work.”**

Denial of due process.

42 USC 1983- civil action for deprivation of rights

"Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the

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District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia."

CALIFORNIA CONSTITUTION ARTICLE 1 DECLARATION OF RIGHTS SEC. 7.

(b) A citizen or class of citizens may not be granted privileges

or immunities not granted on the same terms to all citizens. Privileges or immunities granted by the Legislature may be altered or revoked.

(The CRD, et has granted privileges to white and non- Black tenants, such privileges not granted on the same terms to myself, a Black America Jew-DNA Kushite citizen, in violation of the California Constitution.)

Under CALIFORNIA CONSTITUTION ARTICLE 1 DECLARATION OF RIGHTS SEC. 31. (a) The State shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. (f) For the purposes of this section, "State" shall include, but not necessarily be limited to, the State itself, any city, county, city and county, public university system, including the University of California, community college district, school district, special district, or any other political subdivision or governmental instrumentality of or within the State.

**Contractors State License Board 9821 Business Park Drive Sacramento,
CA 95827**

Cynthia Moore, Supervisor, in official capacity and individual and personal capacity

Cindi A. Christenson, in official capacity and individual and personal capacity

**State Labor Commissioner 320 W Fourth Street
Los Angeles, CA 90013-2342**

Daniel Garza, in official capacity and individual and personal capacity
Christine Baker/Director, in official capacity and individual and personal capacity

Re: DLSE and employees. This complaint herein based on May 31 2016 Letter and pack complaint to DLSE re 1522 Hi Point Apts manager pay. The DLSE is included in this Complaint solely as they relate to the Labor Commissioner complaint regarding manager pay, and Conspiracy to violate claimant rights in the claims below. True extent of damages will have to be determined thru discovery and at trial.

State of California.

These public entities, agencies and individuals are involved in the use of federal funds for purposes of discrimination against me due to my race, for which there is no immunity for the State of California for the injuries I sustain.*

LOS ANGELES CITY Mayor Karen Bass, Gilbert Cedillo, Paul Krekorian, Bob Blumenfield, David E. Ryu, Paul Koretz, Nury Martinez, Monica Rodriguez, Marqueece Harris-Dawson, Curren D. Price, Jr., Herb J. Wesson, Jr., Mike Bonin, Mitchell Englander, Mitch O'Farrell, Jose Huizar, Joe Buscaino (See corrected councilmember names on the attached emails which contain updated council names).

Unless otherwise noted, all injuries occurred at 1522 Hi Point St Apt 9, Los Angeles, California, and "1522 Hi Point Apartments", Los Angeles, California 90035.

1. Non-maintained intercom apt 9 – failure to investigate, enforce, * and abate a nuisance. Failure to grant rent reimbursement and rent reduction. Conspiracy to deny claimant maintenance of intercom, based on plaintiff's Race, Black, and because claimant filed discrimination complaints against the city government and public officials.

HEALTH AND SAFETY CODE SECTION 5410-5416

(b) "Person" as used in this article also includes any city, county, district, the state or any department or agency thereof.

(f) "Nuisance" means anything which: (1) is injurious to health, 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, and (2) affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal, and (3) occurs during, or as a result of, the treatment or disposal of wastes.

2. Failure to perform mandatory duty under GC 815.6 *

3. Failure to perform mandatory duty to enforce state Building Code and Health and Safety code *

4. Dog feces stored in public view in open container at front of property put there by resident property manager or person she is responsible for

5. Actual fraud, corruption, actual malice

6. Continuing conspiracy under state and federal law with the property owner to deny all rights to claimant to health and safety.

7. Date of injury: continuing and based on exhibits supplied to CRD in CRD inquiry numbers 890665-290276 and 889706-290192. Claimant reserves the right to determine the contents of inquiry 890665-290276 on the grounds such inquiry may have been authored by the CRD. All emails and exhibits are incorporated herein by reference.

8. As regards the property, city employees Brinson, along with other employees of the same department, came to the property numerous times circa November 2015. Decisions and actions leading up to May 10, 2016, or lack thereof on and after May 10, 2016, arose from ministerial duties, of which state and local immunity does not apply.

9. This complaint also incorporates by reference the name of each and every employee of the Los Angeles Department of Building and Safety as respondents and witnesses.

10. This claim includes the circumstances surrounding the phone talk with Camilla Asuncion, CRD employee, on September 6, 2017 [sic] and any and all emails recalling that phone talk interview.

11. Actual exhibits attached: article "shopping while Black : racial profiling", two page list of emails, city Los Angeles code enforcement violation report from G Johnson dated August 27, 2017 case number 638809 -five pages naming numerous city employees, eight page pre-complaint inquiry CRD 889706-290192, three page attachment list of names and contact information marked CRD number 890665-298276 dated September 2, 2017, dated September 2, 2017 inquiry CRD 889706-290192 tenant chart racial makeup based on tenant names released to the Public by the CRD.

12. The CRD maintains they want to ask me questions. How many damn questions do I need to answer after a 200 plus page lawsuit and documentation since 2014, how many damn questions do I need to answer before the CRD complies with the California Constitution prohibiting racial discrimination?

13. Incorporated by reference, including but not limited to, are emails to the CRD dated September 8, 2017 at 1:16 pm, all documents related to Hi Point Apts since April 2014, claim for damages updated August 31, 2017 and marked CRD case number 890665-298276, email sent to CRD September 6, 2017 at 1:04 pm, email dated Wednesday July 19, 2017 at 3:16 pm requesting status, email sent August 8, 2017 at 9:30 p.m. CRD inquiry 889706-290192, email sent August 17, 2017 at 10:16 pm case 889706-290192, email sent September 10, 2017 at 12:58 pm marked cases 889706-290192 and 890665-298276.

14. Retaliation because I complained and made code enforcement, discrimination, and maintenance complaints.
California Civil Code §1942.5 (Retaliation)

(f) Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for all of the following:

(1) The actual damages sustained by the lessee.
(2) Punitive damages in an amount of not less than one hundred dollars (\$100) nor more than two thousand dollars (\$2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.

(g) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

(h) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

Damages:

Intercom. \$70 per month from May 10 2016 – current and continuing.
Based on city Los Angeles rent adjustment regulations = \$280.00+.

Intercom mitigated with alarm system at \$57.99 per month from May 10 2016- current month and continuing per month = \$240.00+.

Tenant who is white has privilege of parking abandoned vehicle. As Black tenant I am denied a tandem parking stall. Damages \$200 per month from May 10 2016- current and continuing based on city Los Angeles rent adjustment regulations = \$800.00+

Treble damages and continuing per month.

Declarative and injunctive relief against all parties for court order that city code enforcement will declare and will order that intercom will be repaired, replaced, or removed. That court will order City department and employees to undergo racial sensitivity and civil rights training. That court will order City Code enforcement and public officials to undergo training on the authority to enforce the state Building Code and Health and Safety Code.

Exemplary and punitive damages against the persons named herein who this complaint is against, as applicable to such persons or entities.

Days off work at \$150.00 per day according to proof, to pursue claims said persons named in this complaint, including according to proof.

Actual damages general office supplies internet, postage, ink, gas, and facsimile and voicemail services, continuing.

This complaint is intended to be consistent with any and all court complaints filed in this matter, or as amended. Any inconsistency is resolved in favor of the court filed complaint, or as amended, or consistent with any new court filings.

Additional damages rent paid continuing x \$1333 per month, adjusted, against each party named. Damages continue to accrue monthly for each month rent is paid and (1) intercom remains not repaired, replaced, or removed and (2) for every month claimant is denied a tandem parking stall, damages for retaliation per state civil code section 1942.5.

Additional damages under Cal Civil Code section 51,52 of \$1,333 + for each month I am without a working intercom and parking for two cars ["tandem"] to a maximum of \$4,000 for each month the rental agreement is renewed; due to the fact "there is reasonable cause to believe that" ----- persons stated herein DLSE, CSLB, CRD and employees "and any person or group of persons is engaged in conduct of resistance to the full enjoyment of any of the rights described in this section, and that conduct is of that nature and is intended to deny the full exercise of those rights".

Respondents' acts herein establish liability under Cal Civil Code section 52 (a), (b) and (c). CC 52 Section (h) "For the purposes of this section, 'actual damages' means special and general damages. This subdivision is declaratory of existing law."

Refusal to grant rent reduction and rent reimbursement for loss of tandem parking stall. \$200 per month x treble damages, damages continuing on a monthly basis. Date of injury current, or depending on the time frame the court allows. The tandem parking stall damages are meant to be consistent with the FAC demand for damages, or consistent with any and all new court action.

Claimant is an African American. VIOLATION
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CIVIL RIGHTS ACT OF 1964 Violation of the Fourteenth Amendment Racial Discrimination

Housing Discrimination
42 U.S.C. Section 3064
Public Law 112-238

Claim
Gross Negligence

Claim
Actual Fraud, corruption, actual malice

CLAIM
Violation Civil Rights Act of 1964 Title II Public Accommodation

CLAIM
VIOLATION TITLE VI
42 U.S.C. § 1983
Race Discrimination in Federally Funded Programs Violation of Title VI of
the Civil Rights Act of 1964 and 28 C.F.R. §§ 42.101 et seq.

CLAIM
VIOLATION PLAINTIFF'S EQUAL RIGHTS
42 U.S.C. Section 1981

CLAIM
CONSPIRACY TO INTERFERE WITH CIVIL RIGHTS
42 U.S.C. 1985
Sections 2 and 3

CLAIM
VIOLATION
CIVIL RIGHTS ACT OF 1964 Violation of the Fourteenth Amendment Racial
Discrimination

CLAIM
Negligent Infliction of Emotional Distress (Against all Defendants)

CLAIM
VIOLATION
of Civil Rights as Prohibited Under 42 USC § 2000a

CLAIM

FAILURE TO ACT IN A REASONABLE MANNER

Respondents' above-described conduct was extreme and outrageous. Said conduct was done intentionally and with conscious disregard of plaintiffs' rights, and directly and proximately caused plaintiffs humiliation, mental pain and suffering.

CLAIM

INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

Claim

VIOLATION UNRUH ACT California Civil Code sections 51, 52

Whereas all respondents, each and every one, acted intentionally in their wrongful conduct, with malice, oppression, and fraud, and such acts were willful in conscious disregard for claimant JOHNSON'S constitutional and civil rights, and that such acts by each and every defendant was intended to cause harm to Claimant JOHNSON , and such acts by defendants were a proximate cause of the damages stated herein, JOHNSON is entitled to an award of punitive damages for the purpose of punishing defendants, each and every one of them, and Does 1-10, inclusive, and to deter them from such conduct in the future.

VI. REQUEST FOR RELIEF

A. For nominal, general, compensatory, and consequential damages, jointly and severally, in a minimum as stated above, and any excess amount to be proven at discovery and trial

B. for pain and suffering;

C. for finance fees on costs paid by credit card; D. for declarative relief;

E. for injunctive relief;

F. special damages

G. For prejudgment interest at the statutory rate under California law;

H. for fees and costs, costs for investigation, and litigation and interest, and

I. for reasonable attorney fees, and

- J. for punitive damages, according to proof;
- K. for any other relief the Court deems proper

VII. DEMAND FOR JURY TRIAL

This claim includes any and all documents, by this reference, without limitation that were exchanged or relate to Hi Point Apartments, Hi Point 1522 LLC, or Geary Juan Johnson, or apt 9, that are in the possession of any employee of CRD, CSLB, and DLSE, or in possession of the CRD, CSLB, and DLSE.

This damage claim is meant to be consistent with First Amended Complaint ["FAC"] filed in case CV16-03236 JLS (AJW) , United States Central District Los Angeles, or as amended. Any inconsistencies are resolved in favor of the FAC, or as amended. The FAC and its Exhibits are incorporated by reference, as part of this damage claim. Damages are anticipated to be continuing on a monthly basis.

Total damages, and continuing: \$687,768.83+, jointly and severally liable with the exception of the DLSE and employees, damages to be determined separately.

WITNESSES/RESPONDENTS:

HI POINT 1522 LLC
Owner Meghan Hayner

% Power Property Management, Inc.

8885 Venice Blvd Suite 205

Los Angeles CA 90034

Power Property Management, Inc.

8885 Venice Blvd Suite 205

Los Angeles CA 90034

CITY OF LOS ANGELES
CITY CLERK
200 NORTH SPRING STREET ROOM 395 CITY HALL
LOS ANGELES CA 90012

COUNTY OF LOS ANGELES Executive Officer Board of Supervisors
Attention: Clams
500 West Temple Street Room 383
Los Angeles CA 90012

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

State Department of Fair Employment and Housing

Department of Fair Employment and Housing

2218 Kausen Drive, Suite 100 Elk Grove, CA 95758

Because of:

Age

Race

Retaliation because I opposed practices made unlawful by the Unruh Act et al. and Government Code 12900 FEHA.

- 1 File a Pre-Complaint Inquiry online, by phone or by mail. A Pre-Complaint Inquiry can be filed by individuals, the Director of CRD, or a community organization.
- 2 Within 60 days of receipt of the Pre-Complaint Inquiry, an investigator will contact the complainant by telephone to conduct an intake interview.
- 3 If a complaint is accepted for investigation, the investigator will draft the complaint and secure the complainant's or the complainant's representative signature on the complaint.

I disagree that the CRD has any authority to stop a person from filing a complaint. My right is to file a complaint, and your job is to process the complaint. You do not have authority to refuse to process a complaint by creating a pre-intake and at that point denying the complaint; this constitutes an abuse of discretion, abuse of authority, and denial of due process by the CRD. I will continue to seek suspension of federal funds to the CRD due to denial of due process.

Without waiver of that, once I file a pre-intake to your system, I am not able to retrieve a copy of that complaint nor see what I just filed with you. This is a denial of due process. Your online system is corrupt. In addition, there are numerous complaints that state "incomplete: under my name, I did not file any "incomplete" complaints nor did I file any with the intention of them being incomplete. Please delete any and all incomplete complaints under my name. In addition, for any open complaint, I am not able to retrieve from the online system a copy of the open complaint. This is also a denial of due process. Please correct your system.

That the property owner by statements alluded to by the CRD in a letter dated May 18 2016, has admitted to illegal discrimination against myself due to my race, Black, and age over 60.

The reasons given by the Hi Point Apts, in conspiracy with the city, county, CRD, and HUD, for denial of housing services intercom and tandem parking stall are pretextual; I believe the real reasons are due to my race, Black, age over 60, and because I complained about and opposed discrimination made unlawful as defined under Government code 12927. The owner reasons --- I have not received any verified statement by the owner written to me so I consider the CRD statements as self-serving hearsay --- nevertheless, do not meet the HUD requirements of substantial, legitimate, non-discriminatory interest. These are the statements from the May 18, 2016 CRD letter which I believe constitute unlawful discrimination:

"The Respondents asserted none of the intercoms in the building were working when they took over management, but they began installing working intercoms as tenants vacated the premises and they had a chance to renovate the empty units."

“They [Respondents] stated the four units with non-working intercoms, including your apartment, are occupied by long term tenants, which is why those units continue to have intercoms that do not work.”

HUD regulations state “a facially-neutral policy or practice that has a discriminatory effect violates the Act if it is not supported by a legally sufficient justification”.

The statements above attributed to the owner which he has not denied, are not supported by a legally sufficient justification are discrimination as defined under these sections of GC 12927, as they apply to the owner's et al. denial of apartment with working intercom and denial of apartment with tandem parking stall:

12927. As used in this part in connection with housing accommodations, unless a different meaning clearly appears from the context:

(c) (1) "Discrimination" includes:

refusal to sell, rent, or lease housing accommodations (i.e, tandem parking stall and working intercom in unit);

includes refusal to negotiate for the sale, rental, or lease of housing accommodations;

includes representation that a housing accommodation is not available for inspection, sale, or rental when that housing accommodation is in fact so available;

includes any other denial or withholding of housing accommodations;

includes provision of inferior terms, conditions, privileges, facilities, or services in connection with those housing accommodations;

includes harassment in connection with those housing accommodations;

includes the provision of segregated or separated housing accommodations;

(d) "Housing accommodation" means any building, structure, or portion thereof that is occupied as, or intended for occupancy as, a residence by one or more families and any vacant land that is offered for sale or lease for the

construction thereon of any building, structure, or portion thereof intended to be so occupied.

(e) "Owner" includes the lessee, sublessee, assignee, managing agent, real estate broker or salesperson, or any person having any legal or equitable right of ownership or possession or the right to rent or lease housing accommodations, and includes the state and any of its political subdivisions and any agency thereof.

California Civil Code

51. (a) This section shall be known, and may be cited, as the Unruh Civil Rights Act.

(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.

California Civil Code 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.

(b) Any individual whose exercise or enjoyment of rights secured by the Constitution or laws of the United States, or of rights secured by the Constitution or laws of this state, has been interfered with, or attempted to be interfered with, as described in subdivision (a), may institute and prosecute in his or her own name and on his or her own behalf a civil action for damages, including, but not limited to, damages under Section 52, injunctive relief, and other appropriate equitable relief to protect the peaceable exercise or enjoyment of the right or rights secured, including appropriate equitable and declaratory relief to eliminate a pattern or practice of conduct as described in subdivision (a).

"52. (a) Whoever denies, aids or incites a denial, or makes any discrimination or distinction contrary to Section 51, 51.5, or 51.6, is liable for each and every offense for the actual damages, and any amount that may be determined by a jury, or a court sitting without a jury, up to a maximum of three times the amount of actual damage but in no case less than four thousand dollars (\$4,000), and any attorney's fees that may be determined by the court in addition thereto, suffered by any person denied the rights provided in Section 51, 51.5, or 51.6.

(b) Whoever denies the right provided by Section 51.7 or 51.9, or aids, incites, or conspires in that denial, is liable for each and every offense for the actual damages suffered by any person denied that right and, in addition, the following:

(1) An amount to be determined by a jury, or a court sitting without a jury, for exemplary damages.

(2) A civil penalty of twenty-five thousand dollars (\$25,000) to

be awarded to the person denied the right provided by Section 51.7 in any action brought by the person denied the right, or by the Attorney General, a district attorney, or a city attorney. An action for that penalty brought pursuant to Section 51.7 shall be commenced within three years of the alleged practice. "

The retaliation and denial of rights by the property owner, aiding and abetting with the city government, state government, and HUD employees, has violated the law as enumerated under California Civil Code section 52 above and under civil code section 51(b) I have been denied as a Black tenant over the age of 60, and because of my race and age, "full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever".

"Federal law

Sec. 804. [42 U.S.C. 3604] Discrimination in sale or rental of housing and other prohibited practices As made applicable by section 803 of this title and except as exempted by sections 803(b) and 807 of this title, it shall be unlawful--

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(b) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin. "

LAMC. 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.)

The owner representations herein admit that intercoms for each apartment can be installed separately for each apartment without the entire system being dependent on all 18 intercoms being connected.

The names of former or current tenants at the 1522 Hi Point St property include Hiede Cravens, Karen Byers, Sharon L. Duda, Rachel Connell, Andrew Connell, Lorrie Sakauchi, Trisha Dobbs, Cynthia Ogan, Danni Johnson, David Johnson, Hayley Bojorquez, Michael Walker, Nary Riveral, Mathew Estrada, Daniel Dirgo, Tyler Ruggeri, Marquis Anderson. No tenant is neutral.

DATE ON INJURY: January 1, 2024 and CONTINUING.

\$100 MILLION DOLLARS GENERAL AND PUNITIVE DAMAGES AGAINST EACH RESPONDENT NAMED AS AN INDIVIDUAL.

Birth:

Soc Se

* HEALTH AND SAFETY CODE SECTION 17920-17928
17920. As used in this part:

- (a) "Approved" means acceptable to the department.
- (b) "Building" means a structure subject to this part.
- (c) "Building standard" means building standard as defined in

Section 18909.

- (d) "Department" means the Department of Housing and Community

Development.

- (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.

(m) "Public entity" has the same meaning as defined in Section 811.2 of the Government Code.

17920.3. Any building or portion thereof including any dwelling unit, guest room 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:

(14) General dilapidation or improper maintenance.

(b) Structural hazards shall include, but not be limited to, the following:

(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.

All rights reserved


Geary J. Johnson

CRD case 202305-20745222

COPY

From: G Johnson (tainmount@sbcglobal.net)

To: susan.davenport@calcivilrights.ca.gov; shou.committee@senate.ca.gov; askdoj@usdoj.gov; ben.luu@hud.gov; jameel.e.hill@hud.gov; albert.e.proctor@hud.gov; ciaran.mcevoy@usdoj.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; 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; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontend@powerpropertygrp.com; nisi@powerpropertygrp.com; councilmember.soto-martinez@lacity.org; contact.center@calcivilrights.ca.gov; councilmember.harris-dawson@lacity.org; hud-pihrc@ardentinc.com; openjustice@doj.ca.gov; skylight.propertymgmt@gmail.com; info@powercapitalgrp.com; michel.abajan@lacity.org; augustus.albas@lacity.org; sabas.alonso@lacity.org; darryl.arnold@lacity.org

Date: Thursday, March 14, 2024 at 12:03 PM PDT

I filed a complaint for ongoing harm and obligations under CRD case 202305-20745222. In the signed complaint dated 8/28/23 I alleged discrimination due to disability and denied reasonable accommodation for disability or medical condition. Under allegation number two I alleged discrimination because of my race, age, and sex, and that I was denied full and equal terms and subjected to differential treatment due to my race age sex and because I complained (retaliation). I also stated that I was denied full and equal accommodations, advantages, facilities, privileges, and services no matter what my sex race color, religion industry, national origin, disability, medical condition. And that I have suffered retaliation because I complained.

The CRD investigator said that she was going to give the complaint to the respondent, but that she was going to tell them they only needed to respond to the disability allegation and no other allegations

I have received notice from Susan Davenport, CRD, employee, that the respondent has denied all of the allegations of the complaint. I am at a disadvantage, as I have already stated, because I do not have a copy of the full complaint that was actually given to the respondent and any sections that they were told they did not have to respond to. So since I do not have a copy of the actual complaint, and I do not have a copy of what CRD told the responding and I do not have a copy of what the respondent actually responded to. I question and continue to question what it is that the respondent has denied. Specifically, had they denied only the request for reasonable accommodation or are they also denying all other parts of the complaint?

The CRD acts in a biased manner.

Is the Respondent denying that they have adequate notice that I am Black, over the age of 45, male, and have a disability?

Is the Respondent denying they have actual notice that I filed numerous racial discrimination and retaliation complaints against them?

Is the respondent denying that I am entitled to full and equal accommodations, advantages, facilities, privileges, and services no matter what my sex race color, religion industry, national origin, disability, or medical condition?

Is the Respondent denying that I am a tenant who is Black?

Is the Respondent denying that under the rent agreement, I am not entitled to maintenance of the intercom and the parking stall?

Is the Respondent denying that under the rent agreement, I am obligated to report maintenance issues?

Is the Respondent denying that I have not been supplied with a working intercom in my unit?

Is the Respondent denying that there is no written agreement that I have to use the Akuvox system?

Is the owner denying that they have agreed I am entitled to a tandem parking stall?

Is the owner denying that parking is included in the rental agreement?

Is the owner denying that parking is included in the rent?

Is the Respondent denying they have endorsed my rent checks that state they are payment for the unit intercom repair and payment for the tandem parking stall?

I have been denied the fair opportunity to rebut the response of the Respondent.

The Respondent is Hi Point 1522 and Power Property Management Inc.

The 4/12/23 Doctor letter is one of many times I requested a reasonable accommodation.

See attached rental agreement, for the file.

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



Redacted Rental agreement 1522 No 9.pdf
8.3MB

Re: Johnson / Hi Point 1522, LLC et al. - case 202305-20745222

COPY

From: G Johnson (tainmount@sbcglobal.net)

To: susan.davenport@calcivilrights.ca.gov

Cc: gavin@gavinnewsom.com; shou.committee@senate.ca.gov; hud-pihrc@ardentinc.com; jameel.e.hill@hud.gov; albert.e.proctor@hud.gov; ben.luu@hud.gov; hudlosangelesoph@hud.gov; timothy.a.still@hud.gov; maria.j.granata@hud.gov; dave.vargas@hud.gov

Date: Thursday, February 8, 2024 at 11:08 AM PST

Dear CRD:

1. I am sorry you are not able to respond to the 19 sections of my Feb. 1 email to you below.
2. You claim in your January 29 email that there were "past conciliation attempts". Please provide me with written documentation as to what when why how and where those conciliation attempts occurred, and what were the CRD case numbers and what was my response.
3. "As far as I know the CRD gutted the complaint of the allegations based on race, sex, age, and retaliation; this shows the CRD is not a neutral party and acts in an arbitrary, unjust and capricious manner." (Below). Your refusal to supply a copy of the CRD complaint submitted to the Respondent is disingenuous and meant to give unfair advantage to the Respondent; the CRD acts in an arbitrary, capricious, and unjust manner meant to give unfair advantage to the Respondent.
4. You claim "During an active investigation, documents cannot be released to parties. Once a matter is closed, a copy may be requested by making a Public Records Act Request." It does me no good to have verifiable proof of what was said and such info received two or three years down the road. I need that information today the same as I need the use of said housing services today.
5. Please provide in writing the Respondent position of denial. If you refuse to supply me a copy of their statement, or copy of a verbal conversation, then please detail in writing exactly what they said with quotes indicating what they said and comments on what you asked so I can distinguish what they said versus what you interpreted them to be saying. That seems to be fair to me, but all rights are reserved and no rights are waived to receive a copy of exactly what the Respondent submitted. You have not provided proof they submitted anything, for all I know the conversation could have occurred solely between yourself and the Director of the CRD Kevin Kish.
6. If you were an objective investigator, then you would have responded to my sections #1-19 (Feb 1, 2024 email), but you have not responded with specificity which you could respond to me since you claim you already have the Response of the Respondents.
7. If you want to discuss the Respondent's position, we can do it in writing by email if you supply direct quotes of what they have said, as I requested above. I will respond to your questions in writing by email.
8. Due to my disability (see Doctor letter attached from 4/12/2023), I request we conduct this discussion by email.
9. I quote from the Feb 5, 2024 email to you at 1:21 PM: "1. It was around 2021 as told to the CRD, that owner agent Thomas Khammar said that my unit 9 needs the building to be rewired in order for the intercom to work and that I was already assigned to a tandem parking

stall. Both of the statements of Khammar were not true. But his statements do indicate the entitlement. Khammar comments were made in testimony to a since dismissed court action against the owner, and he was speaking to the Judge, not directly to me. Khammar did not indicate that there had been any direct to me response to my complaints." The Respondents have not denied these statements were made by them. In my February 1, 2024 email to you at 3:38 pm, I state: "Since you have indicated that the respondents are not going to engage in an interactive process and are not going to provide the housing accommodations requested, I asked that you immediately find the respondents liable for violations of the housing accommodations provisions of the UNRUH act. I ask that you rule \$4000 minimum per occurrence for every day that I have encountered barriers to reasonable housing accommodations and for every day that the respondents have denied me, reasonable housing accommodations, and interactive process."

10. My position is that barring any requested interview with you (by phone or written), I have already proven my case and given you enough information to rule damages in my favor.

11. As I have stated to you, my reading of HUD regulations is that the letter from my doctor is sufficient for the respondents to engage in an interactive process, and grant the housing services requested. You have given me no reason why the CRD cannot comply with the HUD regulation that a release of medical records is not required for you ---or the Respondents--- to make a decision at this point. I have asked you to provide any regulation or state, law or federal law that gives you the authority to request my medical records and you have refused to provide that information. Through this email I'm also asking HUD to investigate CRD and take a position on this matter as your position is not complying with the HUD regulations that I have stated to you. Further, the reason why you haven't given me any procedural administrative state or federal law in terms of your request for medical records is because you don't have any legal authorization or standing to ask for those medical records.

12. Since you have the letter from my doctor attached here and so does the respondent, you are free to write the doctor and ask him to verify did he write that letter. I will not supply and you do not need my authorization for that.

13. When Jimmy Grimaldi's white mom (sic) moved into this subject address in 2022 January, it didn't take eight years for the owner to give her a working Intercom and tandem parking stall. When the intercom system was replaced on the outside of the building in 2015 it did not take eight years to replace it. On the Akuvox door entry and intercom system was installed on the outside of the building in April 2023, it did not take eight years for that installation to occur.

14. The intercom system is not connected to the intercom in my unit which does not work. If the Public pushes the buttons on the outside of the building---or emergency responders push the buttons---they will get the audible response "no access". Is this what Kevin Kish and Governor Newsom represent?

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

On Thursday, February 1, 2024 at 03:43:12 PM PST, Davenport, Susan@CalCivilRights
<susan.davenport@calcivilrights.ca.gov> wrote:

Good afternoon,

As an objective investigator, I am not an advocate for either side but rather am reviewing the information provided from both sides in order to determine if a violation of the Fair Employment and Housing Act has occurred. If an allegation involves disability, I am thorough in verifying the disability and any documents provided. In order to do so, I need authorization to contact any involved provider. Without authorization, I cannot conduct this step.

During an active investigation, documents cannot be released to parties. Once a matter is closed, a copy may be requested by making a Public Records Act Request.

I will call you on Tuesday, February 6, 2024 at 2:00 pm to discuss the respondent's position and your claim. I look forward to speaking with you.

Thank you.

Sincerely,

Susie Davenport

Susie Davenport
Consultant III Specialist I Housing
California Civil Rights Department | www.caccivilrights.ca.gov
(Formerly Department of Fair Employment and Housing)
Phone: Mobile: (916) 708-5363 | Toll Free: (800) 884-1684 | Fax: (916) 405-4328



From: G Johnson <tainmount@sbcglobal.net>
Sent: Thursday, February 1, 2024 11:35 AM
To: Davenport, Susan@CalCivilRights <Susan.Davenport@calcivilrights.ca.gov>
Subject: Re: Johnson / Hi Point 1522, LLC et al.

[EXTERNAL] This email originated from outside CRD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi

I can do Tuesday February 6 at 2:00 pm.

What CRD regulation, state law, or otherwise requires me to fill out a medical authorization? Further, as you know, the CRD said it told the Respondents that they need not answer questions about race, sex, age, or retaliation so I am not sure why you say they denied all claims.

Before I talk to you I need you to supply me with:

The written complaint that the CRD served on the Respondents.
The written response from the Respondents.

The CRD has a habit of misinterpretation responses, to the detriment of the claimant.

If I receive written documents I have requested, then we meet Tuesday. No receipt of the documents, then there is no meeting on Tuesday.

1. I find it disingenuous that you say the Respondent is denying all claims. because:
2. As a tenant and current tenant, I am entitled to all the privileges and services of the rent agreement.
3. The rent agreement says housing services are "including but no limited to" therefore the subject matter services intercom and tandem parking are entitlements that the Respondent cannot deny.
4. Maintenance is included in the rent agreement. This has not been denied by the Respondent. Are you saying the Respondent is denying that I am entitled to maintenance as a Black male over the age of 45 with a disability?
5. Maintenance covers the intercom.
6. Maintenance covers the parking stalls and any extension needed
7. The rental agreement does not require me to provide any parts to use the owner housing services other than a battery to install in the smoke detector. I am not required to provide any parts to use the owner installed Akuvox system or to provide a cell phone or internet to use the Akuvox.
8. The owner extended the single parking stall (into a tandem stall) of a white female tenant but denied me the same housing privilege.
9. Tandem stalls 18, 19, 20 are occupied by whites. I do not have the same privilege of a tandem parking stall because of my race, Black.
10. There has been no interactive discussion with the owner on the subject of disability. The owner agent Gerst said he refused to engage in an interaction discussion. See his email attached.
11. The housing services requested due to my disability have not been provided.
12. I have asked the CRD to rule \$1 million dollars in damages based on the fact the Publisher's Clearinghouse award is over \$1,000,000 dollars but that company has no access to me because the intercom in my unit does not function. PCH award employees do not contact by phone or email if a prize is awarded.
13. Other than my disabilities, I am a Black male over the age of 45 that is entitled to "the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship." 42USC section 1981.
14. 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.

15. As far as I know the CRD gutted the complaint of the allegations based on race, sex, age, and retaliation; this shows the CRD is not a neutral party and acts in an arbitrary, unjust and capricious manner.

16. The letters and email of Michael Gerst attached clearly show that I as a disabled person am entitled to a working intercom in my unit and entitled to a tandem parking stall as a result of my disability. He says that the owner has not provided the phone and internet to access the intercom, admitting that the intercom is there for my use as a Black tenant; he says that tandem parking stalls are available to me on a first come first served basis, essentially saying that this entitlement occurred in 2014-2021 (see signed change in terms of tenancy), but does not in those letters actually assign me the tandem parking stall, The attached COO for the property shows available tandem parking stalls.

17. The State Unruh law entitles me to: "the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever." The intercom and parking stalls are housing facilities, services, privileges.

18. I have reported to the CRD that certain white female tenants in the building are receiving free WiFi internet, but I am not receiving free WiFi.

19. I recall that in 2015 the then Respondent Hi Point Apts LLC told the DFEH that I did not have a working intercom because (1) he only provided new intercoms to new tenants, (2) he had not had the opportunity to repair my intercom and (3) we were long term tenants. Unfortunately at the time the DFEH appeared to accept this response and I continued to suffer as Black male with a visible disability at the hands of the owner and pay rent for an intercom that was not being maintained. Ten years of suffering at the hands of the state CRD.

All rights reserved.

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

"When a plaintiff has visited a business's website with intent to use its services and alleges that the business's terms and conditions exclude him or her from full and equal access to its services, the plaintiff need not enter into an agreement with the business to establish standing under the Unruh Civil Rights Act. In general, a person suffers discrimination under the Act when the person presents himself or herself to a business with an intent to use its services but encounters an exclusionary policy or practice that prevents him or her from using those services. We conclude that this rule applies to online businesses and that visiting a website with intent to use its services is, for purposes of standing, equivalent to presenting oneself for services at a brick-and-mortar store. Although mere awareness of a business's discriminatory policy or practice is not enough for standing under the Act, entering into an agreement with the business is not required." (White v. Square, Inc. (2019) 7 Cal.5th 1019, 1023 [250 Cal.Rptr.3d

770, 446 P.3d 276].)

Attached

Dr. Telez request for reasonable housing accomodation
COO 1973 showing tandem stalls available
Letter from Michael Gerst
Email from Michael Gerst November 22, 2022
Email Reply to Gerst 10-23-22

On Monday, January 29, 2024 at 01:09:01 PM PST, Davenport, Susan@CalCivilRights
<susan.davenport@calcivilrights.ca.gov> wrote:

Good afternoon,

I have received a response to your allegations from respondents and they are denying all claims. I would like to schedule a time to review the response in further detail with you. This week, I have availability this Thursday at 10:00 am or next week I have an appointment available on Tuesday, February 6, 2024 at 2:00 pm. Please let me know if either of those times will work for you.

Also, I saw your medical authorization was not returned in the file when sent at the intake stage. I have attached another copy for your review and signature. Thank you.

Sincerely,

Susie Davenport

Susie Davenport
Consultant III Specialist I Housing
California Civil Rights Department | www.cacivilrights.ca.gov
(Formerly Department of Fair Employment and Housing)
Phone: Mobile: (916) 708-5363 | Toll Free: (800) 884-1684 IFax: (916) 405-4328



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intended recipient, please contact the sender and destroy all copies of the communication. If the disclaimer can't be applied, attach the message to a new disclaimer message.



2023-4-12 Doctor Tellez Signed Request for RA G Johnson.pdf

494.9kB



2024-2-5 Email to CRD Susan.pdf

50.2kB

HOUSING SERVICES STILL NOT PROVIDED. CRD 202305-20745222. Unreasonable bad faith and retaliatory conduct of the owner and city officials.

COPY

From: G Johnson (tainmount@sbcglobal.net)

To: askdoj@usdoj.gov; ben.luu@hud.gov; jameel.e.hill@hud.gov; albert.e.proctor@hud.gov; ciaran.mcevoy@usdoj.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; 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; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; councilmember.soto-martinez@lacity.org; contact.center@calcivilrights.ca.gov; councilmember.harris-dawson@lacity.org; hud-pihrc@ardentinc.com; openjustice@doj.ca.gov; susan.davenport@calcivilrights.ca.gov; skylight.propertymgmt@gmail.com; info@powercapitalgrp.com; michel.abajan@lacity.org; augustus.albas@lacity.org; sabas.alonso@lacity.org; darryl.arnold@lacity.org

Cc: media@jewishla.org; communityguide@jewishla.org; myglobalkindness@yahoo.com; ncjwlamain@aol.com

Date: Saturday, March 2, 2024 at 10:34 AM PST

To whom it may concern and Nisi Walton, Thomas Khammar, Brett Parsons, Hi Point 1522 LLC, City of Los Angeles:

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.

INTERCOM

The intercom in my unit is still not functioning or operational. According to the owner, the Intercom has been complained about for nine years.

As for the outside Akuvox system, I have received no written communication from the building owner as to how to operate the intercom part of the system. The Akuvox was installed in May 2023; this is an unreasonable amount of time that has gone by and because of owner retaliation I have no way to use the Akuvox intercom function if it does indeed have such a function. Owner agent Michael Gerst has said the parts needed to operate Akuvox are cell phone and internet; I have not been provided those parts says Gerst or any other written instructions. Based on ads on the internet, select tenants who are white have been provided free internet access. My rent agreement says that all parts of operating housing services are provided by the owner through the rent paid except for the battery for the smoke detectors. The intercom is a security housing service to assist with notifications from quests, deliveries, friends and family, and emergency responders. There is no sign on the building that says, **"This Akuvox system is only for the use of white tenants."** Videos supplied to the state Civil Rights Department (Governor Gavin Newsom) show the contact button on Akuvox when pushed reads, "Network unavailable." **This has also been reported to city code enforcement and the city fire department.**

I attach a picture of the subject address for 2010 March showing the intercom available at the front of the building, upon inception of the tenancy.

A request for reasonable accommodation from myself and my doctor has not resulted in the intercom or tandem parking being supplied.

THE TANDEM PARKING

The owner continues to endorse my rent checks which say they are for intercom unit repair and tandem parking.

The owner has admitted that I signed an additional agreement to pay for tandem parking stall #14, such an agreement was signed on 11/4/2021. Over two years have passed since that 2021 signing yet no word from the owner of the assignment of tandem stall. I mention stall #14 because it has been unoccupied for weeks. The owner has also said as of November 2021, I was "first come, first served" for the tandem stall but still no tandem stall has been assigned while white tenants come and go and occupy the available tandem parking stalls. The billable cost of preparing this email is \$40.00 and may result in additional damages if the email is faxed or mailed in priority mail.

Please let me know ASAP what tandem stall we unit 9 tenants should be parking in.

All rights reserved.

Geary Juan Johnson
Tenant Hi Point Apartments
1522 Hi Point St 9
Los Angeles CA 90035

Phone 323-807-3099

c: Nisi Walton Power Property Management Inc employee at nisi@powerpropertygrp.com
Thomas Khammar Power Property Management Inc at thomas@powerpropertygrp.com
Power Property Management Inc
at 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us
Kassandra Harris, resident manager at highpoint1522@gmail.com
Mayor Karen Bass at mayor.helpdesk@lacity.org

Reference:

42 U.S. Code § 1981 - Equal rights under the law

A plaintiff fair housing organization seeking punitive damages in a fair housing case must show that the Defendants acted with "reckless or callous indifference" for the fair housing rights of others. *See Fair Housing of Marin*, 285 F.3d at 906-07 (citing *Smith v. Wade*, 461 U.S. 30, 56, 103 S.Ct. 1625, 75 L.Ed.2d 632 (1983)); *Szwast v. Carlton Apartments*, 102

E.Supp.2d 777, 780 (E.D.Mich.2000) (standard used for punitive damages for 1983 violations is the same for FHA violations).

In determining whether to impose punitive damages, the fact finder will consider "an evaluation of the nature of the conduct in question, the wisdom of some form of pecuniary punishment, and the advisability of a deterrent" to future illegal conduct. *Gore v. Turner*, 563 F.2d 159, 164 (5th Cir.1977). The owner's direct participation in the discriminatory practice is not necessary; punitive damages may be awarded where the owner ignored its duties under the law or otherwise engaged in "knowledgeable inaction." See *Miller v. Apartments and Homes of New Jersey, Inc.*, 646 F.2d 101, 111 (3d Cir.1981); *Badami v. Flood*, 214 F.3d 994 (8th Cir.2000); see also *Pacific Mut. Life Ins. Co. v. Haslip*, 499 U.S. 1, 111 S.Ct. 1032, 113 L.Ed.2d 1 (1991). Nor must the conduct be outrageous to warrant punitive damages. *Preferred Properties v. Indian River Estates, Inc.*, 276 F.3d 790, 799-801 (6th Cir.2002).

Reference City documents:

https://clkrep.lacity.org/online/docs/2024/24-0185_PC_PM_02-25-2024.pdf

https://clkrep.lacity.org/online/docs/2013/13-0275-S4_PC_PM_01-07-2024.pdf



2010 Intercom Hi Point Outside March 1.JPG

657.6kB