

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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GEARY J. JOHNSON,)
PETITIONER/RESPONDENT.) SUPERIOR COURT
) NO.23STCP00644
)
VS.)
)
LOS ANGELES HOUSING DEPARTMENT, ET AL.,)
DEFENDANT/APPELLANT.)
)

APPEAL FROM THE SUPERIOR COURT OF LOS ANGELES COUNTY
HONORABLE JAMES C. CHALFANT, JUDGE PRESIDING
REPORTER'S TRANSCRIPT OF PROCEEDINGS

PETITION FOR WRIT OF MANDATE

JUNE 25, 2024

APPEARANCES:

PETITIONER-RESPONDENT:

GEARY J. JOHNSON
IN PROPRIA PERSONA

DEFENDANT-APPELLANT:

OFFICE OF LOS ANGELES
CITY ATTORNEY OFFICE
200 N. SPRING STREET
LOS ANGELES, CA 90012
BY: DEBORAH BREITHAUPT, DCA

REAL PARTY IN INTEREST:

REEDER, MCCREARY LAW OFFICE
MICHAEL GERST, ESQ.
11766 WILSHIRE BOULEVARD
SUITE 1470
LOS ANGELES, CA 90025

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ELVA M. MILLER, 6791 CSR
OFFICIAL COURT REPORTER

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CASE NUMBER: 23STCP00644
CASE NAME: GEARY J. JOHNSON VS.
LOS ANGELES HOUSING
DEPARTMENT, ET AL.
LOS ANGELES, CALIFORNIA JUNE 25, 2024
DEPARTMENT NO. 85 JAMES C. CHALFANT, JUDGE
REPORTER: ELVA M. MILLER, 6791 CSR
TIME: 8:30 A.M.

APPEARANCES: GEARY J. JOHNSON, IN PROPRIA
PERSONA; DEBORAH BREITHAUPT,
DEPUTY CITY ATTORNEY ON BEHALF
OF THE CITY OF LOS ANGELES;
MICHAEL GERST, ATTORNEY AT LAW,
ON BEHALF OF REAL PARTY IN INTEREST.

THE COURT: JOHNSON VERSUS LOS ANGELES HOUSING
DEPARTMENT, 23STCP00655.

APPEARANCES.

MS. BREITHAUPT: GOOD MORNING, YOUR HONOR.

DEBORAH BREITHAUPT FOR THE RESPONDENT.

THE COURT: MR. JOHNSON.

THE PETITIONER: GOOD MORNING, YOUR HONOR.

PETITIONER, THE PETITIONER, PRO SE.

MR. GERST: GOOD MORNING, YOUR HONOR. MICHAEL GERST,
REAL PARTY IN INTEREST, 1522 LLC.

THE COURT: SO THIS IS HERE ON THE TRIAL OF MR. JOHNSON'S CLAIM WITH RESPECT TO INTERCOM AND TANDEM PARKING AND HIS UNIT NUMBER 9, IN THE PREMISES OWNED BY REAL PARTY HI POINT.

MR. GERST: HI POINT 1522 LLC, YOUR HONOR.

THE COURT: IT WAS CHANGED FROM A --

MR. GERST: HI POINT APARTMENTS LLC. MY CLIENT PURCHASED THE PROPERTY IN -- AROUND APRIL 2021.

THE COURT: ALL RIGHT.

SO I READ THE PARTIES' BRIEFS. I READ THE CITY'S CITES THAT ARE CITED IN THE PARTIES' BRIEFS. I AM PREPARED TO HEAR ARGUMENT AND I WILL TAKE THE CASE UNDER SUBMISSION AND RULE LATER THIS WEEK, PROBABLY.

SO MR. JOHNSON, YOU CAN ASSUME THAT I READ EVERYTHING THAT YOU HAVE WRITTEN IN YOUR BRIEFS. YOU MAY HIGHLIGHT OR ADD TO IT IN ARGUMENT NOW.

THE PETITIONER: OKAY. THANK YOU, YOUR HONOR.

I WASN'T -- DID READ THE COURT'S -- I THINK THE LAST HEARING AND I READ THE -- LET'S SEE. WELL, ANYWAY. I READ THAT THE COURT SAID THAT THE MATTER WAS GOING TO BE DECIDED ON THE PAPERS.

THE COURT: YES.

THE PETITIONER: SO I WAS NOT REALLY PREPARED TO GIVE ARGUMENT TODAY, BUT I DO HAVE A FEW THINGS I CAN SAY.

THE COURT: OKAY.

THE PETITIONER: I AM A CITIZEN OF A UNITED STATES OF AMERICA AND I AM A RESIDENT OF THE STATE OF CALIFORNIA.

THE RENT AGREEMENT DOES NOT SPECIFY THAT STALL

NUMBER 8 IS A SINGLE PARKING STALL OR IT COULD BE A TANDEM PARKING. BUT THE RENT AGREEMENT DOES SAY CLEARLY PARKING FOR SPACE 1 AND SPACE 2. SO I THINK THE PRESUMPTION OF THE CONDUCT OF THE PARTIES WOULD BE THAT THE PARKING WAS TO BE PARKING FOR TWO CARS FOR MYSELF AND MY ROOMMATE. I THINK THE OWNER AT SOME POINT HAS INTERPRETED -- THE CURRENT OWNER -- HAS INTERPRETED THAT I DO, IN FACT, HAVE A TANDEM PARKING STALL ALREADY. THAT IS NOT THE TRUTH. BUT I DID HAVE ONE AS THE RECORD SHOWS FOR FOUR YEARS AND CURRENTLY ONLY HAVE PARKING FOR ONE CAR AND THAT IS SHARED BY MYSELF AND MY ROOMMATE.

AND LAST, I WOULD JUST LIKE TO READ MUNICIPAL CODE. IT IS QUOTED IN THE ADMINISTRATIVE RECORD AND IT IS QUOTED ON THE REPLY BRIEF, MY REPLY BRIEF ON PAGE 3. I'D LIKE TO READ THIS ONE SECTION. BEFORE I READ THE SECTION, I NOTE THAT THIS SECTION AND THE L.A. MUNICIPAL CODE DOES NOT SAY THAT SERVICES HAS TO BE IN THE RENT AGREEMENT. IT DOES NOT SAY IT HAS TO BE SPECIFIC, EXISTING IN THE RENT AGREEMENT. I BELIEVE IT WOULD BE ABUSE OF THE AUTHORITY AND ABUSE OF DISCRETION AS THE HOUSING DEPARTMENT HAS TAKEN THE POSITION. I BELIEVE THEY'VE TAKEN THE POSITION THAT THEY HAVE NO AUTHORITY OVER THE MATTER SIMPLY BECAUSE THE SERVICES ARE NOT LISTED IN THE RENT AGREEMENT.

SO I WANT TO READ THIS ONE SECTION. IT'S L.A. MUNICIPAL CODE SECTION 151.02, DEPARTMENT OF HOUSING SERVICES AND THAT IS WHAT GIVES THE HOUSING DEPARTMENT THE AUTHORITY TO ENFORCE IT.

IT SAYS, QUOTE:

"HOUSING SERVICE ARE SERVICES
THAT ARE CONNECTED WITH THE USE OR OCCUPANCY
INCLUDING BUT NOT LIMITED TO UTILITIES,
ORDINARY REPAIRS OR REPLACEMENT AND MAINTENANCE
INCLUDING PAINTING. THE TERM ALSO INCLUDES
ELEVATOR SERVICE, LAUNDRY FACILITY, PRIVILEGES,
FOOD SERVICE, PARKING, AND ANY OTHER BENEFITS
PRIVILEGE OR FACILITIES."

IN THE QUOTE.

SO THAT'S, BASICALLY, MY ORAL TESTIMONY FOR
THE RECORD TODAY, YOUR HONOR.

THE COURT: OKAY.

MS. BREITHAAPT.

MS. BREITHAAPT: THANK YOU, YOUR HONOR.

THE CITY WILL SUBMIT AT THIS POINT IN TIME AND
WAIT FOR THE DECISION. THE CITY WOULD ADD IN RESPONSE THAT
IT DEFINITELY HAS JURISDICTION OVER PETITIONER'S RSO
COMPLAINT CONCERNING HIS RENT STABILIZED UNIT. NOT ONLY IS
THERE NO COGNIZABLE RIGHT AS THOROUGHLY BRIEFED IN THE CITY'S
PAPER RESPECTFULLY. THE LEASE DOES CONTROL THIS RESIDENTIAL
UNIT THAT'S AMPLY BRIEFED. THE LIST THAT'S THE OPERATIVE
LIST -- IS ADMINISTRATIVE RECORD, 172, WHICH IS CITED IN THE
PAPERS.

AND, LASTLY, YOUR HONOR, ON THE ISSUES OF RES
JUDICATA AND COLLATERAL ESTOPPEL CONCERNING THE THREE PRIOR
IDENTICAL RSO COMPLAINTS RAISED THE ADDITIONAL ISSUES THAT
WEREN'T BRIEFED AS TO TIME BAR. WITH THAT THE CITY -- AND

THAT'S IN THE PAPERS AS WELL, THE OPPOSITION PAPERS.

THE COURT: I HAVE A COUPLE OF QUESTIONS FOR YOU.

YOU DID NOT ARGUE RES JUDICATA OR COLLATERAL ESTOPPEL TO RES JUDICATA OR COLLATERAL ESTOPPEL FROM THE SMALL CLAIMS JUDGMENT. RIGHT?

MS. BREITHAUP: ON PAGE 6 OF THE OPPOSITION BRIEF, ARGUMENT D1, FOR RES JUDICATA AND COLLATERAL ESTOPPEL, I ARGUED THEM BOTH FIRST AS THE PRIOR ISO COMPLAINTS.

THE COURT: RIGHT.

MS. BREITHAUP: AND, ALSO, AS TO -- THAT'S CORRECT. BUT NOT AS TO -- WELL, AS TO THE SMALL CLAIMS COMPLAINT, YES, COLLATERAL ESTOPPEL, HE LITIGATED IT AGAINST --

THE COURT: I DIDN'T SEE IT IN THERE.

MS. BREITHAUP: YOUR HONOR, THE REAL PARTIES IN INTEREST MAY HAVE A COMMENT. I AM GOING TO LOOK AT MY BRIEF RIGHT NOW AND REQUEST.

THE COURT: I'M SURE IT'S NOT THERE.

MS. BREITHAUP: OKAY.

THE COURT: THERE IS ANOTHER QUESTION I HAVE. I FOUND THIS ODD. SO YOU HAVE A RENT CONTROL ISSUE. I MAY BE USING THE WRONG TERMINOLOGY. IT GOES TO THE GENERAL MANAGER HEARING. IF YOU HAVE A TENANT RELOCATION ASSISTANT ISSUE, THAT GOES TO A GENERAL MANAGER HEARING, BUT A REDUCTION, A FACTO REDUCTION IN RENT DUE TO LACK OF HOUSING SERVICES IS NOT ENTITLED TO A GENERAL MANAGER HEARING.

IS THERE ANY REASON FOR THAT?

MS. BREITHAUP: YOUR HONOR, I CAN'T SPEAK SPECIFICALLY AS TO WHEN EACH TYPE OF HEARING IS. THE CITY

HAS RULES, POLICIES AND PROCEDURES. THERE ARE DIFFERENT, AS YOU SAY, HEARINGS THAT ARE REQUIRED, FOR INSTANCE THP, PRIMARY RENOVATION WORK. HERE IT'S A DIMUNITION AND HOUSING AND SERVICES COMPLAINT. I CAN'T SPEAK TO THAT. I WOULD HAVE TO BRIEF THAT. THE RSO IS SUFFICIENTLY COMPLEX AND THAT'S WHY THE CITY HAS PROCEDURES. ON THE COMPLAINT THAT THE PETITIONER FILED, IT ALLOWS FOR DEPARTMENT REVIEW FOLLOWED BY A PETITION FOR A WRIT OF MANDATE. THAT'S WHAT CONTROLS THIS CASE. THAT IS HOW ALL THESE RSO COMPLAINTS ARE HANDLED WHICH IS SEPARATE FROM THE THP-TYPE ISSUE, THE FACTUAL PREDICATES FOR A THP ARE SO VERY COMPLEX. IT COULD BE A SEISMIC RETROFIT. IT COULD BE A PRIMARY RENOVATION WORK. SO I CAN'T JUST GIVE A GENERALIZED ANSWER. I AM SORRY.

THE COURT: OKAY.

I AM CONFIDENT THAT THE GENERAL MANAGER HEARING IS REQUIRED THE ONES THAT I DISCUSSED AND NOT REQUIRED HERE. WE AGREE.

MS. BREITHAUPT: IT IS NOT REQUIRED HERE.

THE COURT: NO. I JUST AM WONDERING THEM --

THE PETITIONER: YOUR HONOR, MAY I SPEAK.

THE COURT: LET ME SEE IF THE REAL PARTY HAS ANYTHING ELSE TO ADD.

MR. GERST: JUST TO QUICKLY ADDRESS MR. JOHNSON'S ARGUMENT IS LEASE USE IS VERY CLEAR FROM THE FACE OF THE LEASE'S AID, FORM LEASE THAT HAS POTENTIAL TO SIGN TWO PARKING SPACES. SOME OF THE PARKING SPACES IN THE BUILDING ARE TANDEM SPACES, SOME ARE SINGLE. MR. JOHNSON WAS ASSIGNED TO A SINGLE SPACE, NOT A TANDEM SPACE. LANDLORD CAN'T SIMPLY

EXTEND THE PARKING SPACE. THAT IS NOT HOW THE LOT IS LAID OUT. THERE IS NO ROOM TO ADD ONE. CITY WOULD HAVE TO APPROVE EXTENSION AND THINGS LIKE THAT. IT IS NOT A SITUATION WHERE HE HAS ANY ENTITLEMENT TO A TANDEM SPACE. IF THERE IS ANY MEANS FOR, THE LANDLORD SIMPLY ADDS AN EXTRA SPACE THERE.

THE COURT: DO YOU AGREE THAT THE LEASE RENTAL IS ACTUALLY ENTITLED TO A RENTAL AGREEMENT? THE RENTAL AGREEMENT DOES NOT ADDRESS THE INTERCOM.

MR. GERST: THE INTERCOM IS NOT LISTED ANYWHERE. IT SHOWS THE INTERCOM WASN'T WORKING WHEN HE INITIALLY, ORIGINALLY LEASED THE BUILDING. MY CLIENT DIDN'T OWN THE BUILDING AT THAT TIME. MY CLIENT SINCE INSTALLED A NEW WORKING INTERCOM FOR ALL THE UNITS. MR. JOHNSON DOESN'T LIKE THE INTERCOM SYSTEM, BUT IT IS NOW A FULLY FUNCTIONING INTERCOM SINCE MY CLIENT HAS CONSTITUTED THOSE PREPARED AFTER BUYING THE PROPERTY.

THE COURT: IS THAT WHAT IS REFERRED TO AS THIS DOOR ACCESS?

MR. GERST: SO MY CLIENT'S AKUVOX SYSTEM. I BELIEVE MR. JOHNSON MADE REFERENCE TO IT. HE FILED NUMEROUS COMPLAINTS THROUGHOUT THIS PROCEEDING, SO I AM NOT SURE IF THAT IS IN THE PAPERS OR THE OTHER THINGS HE FILED. THE NEW SYSTEM IS AKUVOX CALL BOX. WHAT IS BETTER ABOUT THIS SYSTEM IS LIKE A RING DOORBELL. YOU CAN SEE WHO IS THERE. YOU CAN LOOK AT THEM ON THE PHONE, DECIDE IF YOU WANT TO BUZZ THEM OR NOT. SO IT'S A MORE ADVANCED, BETTER SYSTEM THAT HAS BEEN INSTALLED NOW.

MR. JOHNSON SEEMS TO BE DISSATISFIED BECAUSE IT'S NOT THE PUSH BUTTON INTO THE UNIT THAT YOU THEN PUSH THAT I DON'T KNOW ANY UNITS HAVE ANY MORE.

THE COURT: IS THAT WHAT THE INTERCOM WAS?

MR. GERST: MY UNDERSTANDING -- I'M NOT SURE WHAT THE INTERCOM WAS BACK THEN.

MS. BREITHAUP: THERE WAS NO INTERCOM.

THE COURT: THERE WAS AN INTERCOM. IT JUST DIDN'T WORK.

MS. BREITHAUP: IT DIDN'T WORK WHEN THE PETITIONER MOVED IN.

YOUR HONOR, RESPECTFULLY, THIS SUBSEQUENT MEASURE THAT THE LANDLORD TOOK IN THE APARTMENT HAS NEVER BECOME A COGNIZABLE HOUSING SERVICES FOR MR. GARY JOHNSON BECAUSE HE DOESN'T AVAIL HIMSELF TO THE CELL PHONE AND INTERNET THAT'S REQUIRED TO COME TO IT. SO IN THIS INTERCOM SYSTEM THAT COUNSEL IS DESCRIBING IS NOT PART OF THE LEASE. IT WAS NEVER REDUCED TO WRITING. IT WAS NEVER HOUSING SERVICE THAT WAS PROVIDED. AND MR. JOHNSON HAS NEVER AVAILED HIMSELF BY PAYING FOR HIS OWN DEVICES TO OPERATE THE SYSTEM. SO I JUST WANT TO BE CLEAR ON THE BOUNDARIES ON THIS.

THESE COMPLAINTS GO BACK. I THINK IT'S ABOUT 15 YEARS. AND, YOUR HONOR, YOU ARE CORRECT. I DID NOT DO THE COLLATERAL ESTOPPEL AS TO SMALL CLAIMS, THE DFTH OR THE STATE OF CALIFORNIA COMPLAINTS. THAT ALL DISMISSED SIMILAR CLAIMS.

THE COURT: I AM TRYING TO UNDERSTAND. HE DOES MENTION THE AKUVOX THING, WHATEVER IT'S CALLED, IN THE

BRIEFS, ALSO REFERS TO DOOR ACCESS. SO IT IS NOT THE SAME. I GUESS YOU ANSWERED MY QUESTION. IT IS NOT THE SAME INTERCOM SYSTEM. I THINK OF INTERCOM, I THINK OF HELLO, WHO IS IT. BUZZING SOMEBODY IN IS NOT NECESSARILY COME WITH AN INTERCOM. MAYBE IT DID WHENEVER IT WAS WORKING BACK IN 2005.

MR. GERST: I HAVE NO IDEA IN 2005. THAT WAS BEFORE MY CLIENT PURCHASED THE PROPERTY. THIS AKUVOX, I BELIEVE, WAS INSTALLED AROUND 2023. MR. JOHNSON'S ROOMMATE I BELIEVE UTILIZED IT BUT MR. JOHNSON REFUSED TO UTILIZE IT.

MY CLIENT IN AN ATTEMPT TO PLACATE HIM HAS PREVIOUSLY PROVIDED HIM A DOOR CODE SO HE COULD PROVIDE TO GUESTS AND PROVIDE ACCESS TO THE SYSTEM, BUT HE HAS NEVER AVAILED HIMSELF OF THE INTERCOM SYSTEM AND IT WAS NEVER PART OF HIS LEASE OR PART OF HIS HOUSING SERVICES.

THE COURT: OKAY. LET ME BE CLEAR.

ALTHOUGH MR. JOHNSON MENTIONS THE -- WHAT'S THE NAME AGAIN?

MR. GERST: AKUVOX.

THE COURT: AKUVOX. SPELL THAT.

MR. GERST: I BELIEVE IS A-K-U-V-O-X.

THE COURT: I THINK MR. JOHNSON MENTIONS IT. IT'S NOT IN THE RECORD AND YOU ARE SORT OF TESTIFYING NOW WHICH YOU CAN'T DO. SO LET ME JUST LEAVE IT AT THAT.

MR. JOHNSON.

THE PETITIONER: IF I MAY, YOUR HONOR, IF I MAY, YOUR HONOR.

THE COURT: YES. GO AHEAD.

THE PETITIONER: OH, SORRY.

I JUST WANT TO JUST VERY BRIEFLY RESPOND TO WHAT WAS JUST SAID. I DID QUOTE THE L.A. MUNICIPAL CODE AND SPEAKING OF WHAT I AM SPEAKING OF RIGHT NOW IS IN MY PAPERS. AND I DID QUOTE THAT TODAY SAYING THAT THE PROVISION OF INCLUDING, BUT NOT LIMITED TO.

THE COURT: RIGHT.

THE PETITIONER: SO MY RENT AGREEMENT, MY RENT AGREEMENT SAYS THE SAME THING. IT ALSO GOT HOUSING SERVICES AND INCLUDING BUT NOT LIMITED TO.

THE COURT: I DIDN'T SEE THAT. I DIDN'T SEE THAT.

CAN YOU SHOW ME IN THE RENTAL AGREEMENT WHERE? I AGREE WITH YOU THAT THE CODE PROVISION YOU REFER TO INCLUDED FOR HOUSING SERVICES. I DID NOT SEE THAT IN THE RENTAL AGREEMENT.

CAN YOU SHOW ME WHERE IT IS IN THE RENTAL AGREEMENT? AR172 IS THE RENTAL AGREEMENT.

THE PETITIONER: I HAVE THE RENT AGREEMENT AT AR, ADMINISTRATIVE RECORDS, 172 TO 178.

THE COURT: YES.

THE PETITIONER: THAT IS 172 TO 178.

THE COURT: CORRECT.

WHERE IN THE RENTAL AGREEMENT DOES IT SAY "INCLUDES BUT NOT LIMITED TO" WITH RESPECT TO HOUSING?

THE PETITIONER: I'M GOING TO GO LOOK. HOLD ON. JUST GOING TO PULL UP THE RENTAL AGREEMENT MYSELF.

(THERE IS A PAUSE IN THE PROCEEDINGS.)

THE COURT: MAYBE YOU ARE TALKING ABOUT THE GOOD CONDITION RECEIPT, WHICH IS ITEM 6, PAGE 174.

THE PETITIONER: YES, YOUR HONOR.

THE COURT: OKAY. THAT'S FURNITURE AND FURNISHINGS, FIXTURES, APPLIANCES AND EQUIPMENT PROVIDED BY THE OWNER. IT'S SET OUT IN SECTION M, WHICH SECTION M DOESN'T LIST VERY MUCH; WINDOWS, DOORS, PLUMBING AND ELECTRICAL FACILITY, HOT AND COLD WATER.

THE PETITIONER: BUT IT SAYS "INCLUDE BUT NOT LIMITED TO" IN THE FIRST PART.

THE COURT: YES, IT DOES. AND --

MS. BREITHAUP: IT ALSO SAYS, "EXCEPT THE SAME AS IS."

YOUR HONOR, THIS ISSUE THAT IS BEING DISCUSSED IS A RED HERRING BECAUSE THIS LEASE CONTROLS THOSE HOUSING SERVICES AVAILABLE AT THE INCEPTION OF THE TENDENCY AS BRIEFED IN THE OPPOSITION PAPERS.

THE COURT: I AM AWARE OF THAT.

YOU DON'T DISPUTE, MS. BREITHAUP, THAT MR. JOHNSON SEEMS VERY CONCERNED THAT THE PARKING AND THE INTERCOM ARE HOUSING SERVICES. YOU DON'T DISPUTE THEY ARE HOUSING SERVICES. THEY MEET THE DEFINITION OF THE MUNICIPAL CODE, HOUSING SERVICES.

MS. BREITHAUP: THE INTERCOM IS NOT HOUSING SERVICE FOR MR. JOHNSON BECAUSE IT DID NOT EXIST AT THE INCEPTION --

THE COURT: HOUSING SERVICE, IT MEETS THE DEFINITION OF A HOUSING SERVICE. WHETHER THAT HOUSING SERVICES WAS AVAILABLE AT THE INCEPTION IS A DIFFERENT ISSUE, BUT IT IS

HOUSING SERVICE.

MS. BREITHAUPT: IT IS HOUSING SERVICE BUT WHETHER OR NOT IT'S COGNIZABLE AND SOMETHING THAT WARRANTS A RENT REDUCTION, I GUESS IS A SEPARATE ISSUE AND THE ANSWER IS MOST DEFINITELY NO UNDER THE RAC REGULATIONS AND RSO.

PARKING IS A HOUSING SERVICE. THE AVAILABILITY OF TANDEM PARKING OR SINGLE STALL PARKING IS REDUCED IN THE LEASE. IN THIS CASE, IT IS IN THE LIST. IT IS LISTED UNDER PARKING SPACE TWO, FIRST SPACE, NUMBER 8. HE WAS NOT GIVEN TANDEM PARKING. HE WAS, ALSO, GIVEN NOTICE TO VACATE. HE STARTED USING PARKING STALL 14 IN 2014. HE WAS GIVEN AN ORDER TO VACATE BY THE LANDLORD. I DID BRIEF THIS AND I DON'T WANT TO BURDEN THE COURT WITH REARGUING THE OPPOSITION.

THE COURT: EVERYTHING YOU ARE TELLING ME I AM AWARE OF.

THE PETITIONER: YOUR HONOR, IF I CAN SAY SOMETHING.

THE COURT: YES. I TAKE IT AS THE LAST THING, SO GO AHEAD.

THE PETITIONER: WELL, YOU KNOW, THE TANDEM PARKING IS HERE. NOT TO REVIEW ANY CIVIL RIGHTS OR STATE LAWS OR EVEN LOCAL LAWS ON HOUSING SERVICE, BUT THE TANDEM PARKING IS AVAILABLE. AND THE OWNER HAD TO HAVE SOME TYPE OF PROCEDURE THAT ENABLES ME TO GET TANDEM PARKING IF IT'S AVAILABLE. AND PART OF THE RECORD DOES SHOW THAT I SIGNED AN ADDITIONAL AGREEMENT AND, I GUESS, IN 2021. IT WAS AN AGREEMENT THAT I WAS GIVEN IN 2014 BY THAT OWNER, AT THAT TIME, SAYING THAT IF I WANTED TANDEM PARKING, I COULD PAY AN ADDITIONAL \$50, NOT,

NOT WITHSTANDING I ALREADY PAID FOR THE PARKING IN MY RENT AGREEMENT, BUT I COULD PAY ADDITIONAL 50 AND BE FIRST-COME, FIRST-SERVE.

THE CURRENT OWNER HAD ADMITTED RECEIVING THAT DOCUMENT FROM ME WHICH WAS SIGNED. AND FROM WHAT I UNDERSTAND IN WRITING IS THAT HE HAS ADMITTED THAT IT HAS THE TANDEM PARKING INSTALLED AVAILABLE FOR ME. WHETHER OR NOT HE CHANGES THE RENTAL AGREEMENT, I DON'T KNOW. I KNOW THAT HE SIGNED THAT IF HE SEEMS TO BE HONORING IT, BUT THERE IS A DISPUTE WHETHER THERE IS AVAILABLE PARKING. SO LET ME GO BACK TO THE INTERCOM FOR JUST A SECOND. OKAY.

THE PREVIOUS INTERCOM WAS MANUALLY OPERATED MEANING THAT YOU PUSH A BUTTON, YOU PUSH A CODE AND THAT'S HOW YOU GET IN. THE UNIT IN MY APARTMENT, WHICH IS SUPPOSED TO BE CONNECTED TO THE FRONT OF THE BUILDING, THAT UNIT WAS WORKING WHEN I MOVED IN AND, ACCORDING TO MY ROOMMATE, BUT THE NEW OWNER THAT TOOK OVER AT THAT TIME SAID IT WASN'T WORKING FOR OTHER APARTMENTS. SO HE PUT IN A BRANDNEW SYSTEM. SO THERE WAS ONE SYSTEM IN 2010, A NEW SYSTEM PUT IN 2014. WHEN THAT SYSTEM WAS PUT IN, THAT OWNER DID NOT REPAIR THE ONE IN MY UNIT. HE DID NOT REPAIR OR DID NOT REPLACE IT.

OKAY. SO HERE WE ARE 2012 WHEN THE CURRENT OWNER TAKES OVER AND THE CURRENT OWNER -- EXCUSE ME -- OWNER IN 2023 DIDN'T -- BY 2023 DIDN'T FIX THE ONE IN MY UNIT. I STILL HAD NO WORKING INTERCOM IN OUR APARTMENT. THEN IN 2023, THEY PUT IN A NEW SYSTEM. IT STILL -- THE DOOR ENTRY IS SEPARATE FROM THE INTERCOM AND, AT THAT TIME, THEY GAVE ME NO INSTRUCTIONS TO USE IT, STILL HAVEN'T GIVEN ME ANY

INSTRUCTIONS TO USE EVEN THOUGH I ASKED THEM.

I GOT THE INFORMATION FROM THE MANUFACTURER. THE MANUFACTURER SAYS YOU HAVE TO HAVE A CELL PHONE AND YOU HAVE TO HAVE INTERNET. AND I LOOKED AT THE RENT AGREEMENT AND THE RENT AGREEMENT SAYS VERY CLEARLY THAT I CANNOT PROVIDE HOUSING SERVICES BECAUSE THAT WOULD BE A VIOLATION OF THE RENT AGREEMENT.

IT'S THE RESPONSIBILITY OF THE OWNER TO SUPPLY ALL HOUSING SERVICES WHICH INCLUDES PARTS AND MAINTENANCE. SO WHEN THEY PUT THIS NEW SYSTEM IN CALLED AKUVOX, THEY SHOULD HAVE GIVEN ME THE CELL PHONE. THEY SHOULD HAVE GIVEN ME THE WIFI TO USE IT. THEY HAVE REFUSED TO DO SO. I'M NOT REFUSING TO USE THE SYSTEM. I'M JUST NOT GOING TO INCUR ADDITIONAL EXPENSE TO HAVE A SMART PHONE AND INTERNET WHICH THE OWNER HAS, OF COURSE, MISLEAD THE COURT BECAUSE SOME OF THE TENANTS IN THE BUILDING HAVE BEEN GIVEN FREE WIFI BY THIS OWNER. THEY MAY HAVE BEEN GIVEN A FREE CELL PHONE. I DON'T KNOW, BUT ANYWAY.

IN CLOSING, THE OWNER OF THE PROPERTY DID EXTEND THE PARKING STALL FOR PREVIOUS TENANT WHO HAPPENED TO BE ASIAN. HE EXTENDED THE PARKING STALL TO MAKE IT INTO TANDEM. MINE COULD BE EXTENDED, BUT THE INTERCOM IN MY UNIT IS NOT WORKING. THE INTERCOM ON THE OUTSIDE OF THE BUILDING IS NOT CONNECTED TO MY UNIT, THEREFORE, IT IS NOT FULLY FUNCTIONING.

AND AS FAR AS THE RES JUDICATA PREVIOUS CASES, THE COURT WILL SEE VERY CLEARLY THAT THE PREVIOUS RSO CASE DID NOT MENTION IN THEIR DECISIONS. THEY DID NOT MENTION ANY

OF THIS PREVIOUS OTHER RSO CASE. THAT'S BECAUSE EACH RSO CASE WAS BASED ON NEW EVIDENCE.

THE SMALL CLAIM CASE THE ATTORNEY MENTIONED, AS I STATED ON THE RECORD, THOSE CASES THAT THEY MENTIONED WERE DISMISSED WITHOUT PREJUDICE. THAT'S ALL I HAVE TO SAY.

THE COURT: ON THE OTHER RSO CASES OR THIS CASE, DID THE LANDLORD SUBMIT EVIDENCE, OR WAS IT JUST YOU?

THE PETITIONER: DID THE LANDLORD SUBMIT EVIDENCE IN TERMS OF THE RSO CASE FILES?

THE COURT: YES.

THE PETITIONER: THERE IS NO BACK AND FORTH BETWEEN ME AND HOUSING SO I WOULDN'T REALLY KNOW UNLESS I CLEARLY LOOKED AT THE RECORD.

THE COURT: OKAY.

THE PETITIONER: I THINK THAT IT IS CLEAR ON THE RECORD THAT ALL OF THE RSO CASES WERE DIFFERENT FACTS AND DIFFERENT OWNERS.

THE COURT: OKAY.

MR. GERST: YOUR HONOR, ONE THING. MS. BREITHAUPT DID ARGUE THE SMALL CLAIMS RES JUDICATA ON PAGE 12, LINE 25 TO 28.

THE COURT: I LIKE TO SEE.

MS. BREITHAUPT: SORRY, YOUR HONOR. I MISSED THAT.

THE COURT: NO, NOT REALLY.

THAT WHOLE LONG THING IS THAT TOPICHIAN CURRENTLY DECIDED IT BECAUSE HE DENIED FOR THE FOLLOWING REASONS INCLUDING RES JUDICATA, COLLATERAL ESTOPPEL FROM THE SMALL CLAIMS. I THOUGHT THE SAME THING ARGUING TO ME THAT

THEY ARE BARRED BECAUSE OF SMALL CLAIMS JUDGMENT.

MS. BREITHAUPT: YOUR HONOR, IN RESPONSE TO WHETHER OR NOT THE CITY DID PROVIDE EVIDENCE, IT IS BRIEFED BUT PRINCIPALLY THERE WERE DECLARATIONS, WITNESS STATEMENTS BY TWO OTHER TENANTS THAT WERE OCCUPYING THE PROPERTY AT THE INCEPTION.

THE COURT: THAT WAS IN 2014.

MS. BREITHAUPT: THAT IS WHEN THIS COMPLAINT STARTED.

THE COURT: I UNDERSTAND THAT.

I'M ASKING FOR PURPOSES OF 1094.5 WHETHER THE HOUSING INSPECTOR, WHATEVER INVESTIGATOR, WHATEVER HE IS CALLED, SOLICITED EVIDENCE FROM BOTH SIDES? IT WAS NOT CLEAR TO ME THAT HE OR SHE DID. I'M AWARE THAT TWO WITNESS STATEMENTS WERE SUBMITTED IN 2014.

MS. BREITHAUPT: YOUR HONOR, THERE WAS, ALSO, THE INSPECTOR THAT DID THE PROPERTY INSPECTION AND PULLED ALL THE CERTIFICATES.

THE COURT: BUT THAT IS PURSUANT TO DIFFERENT COMPLAINT, NOT RSO COMPLAINT.

MS. BREITHAUPT: THE THREE PRIOR COMPLAINTS, LAHD ARE RSO COMPLAINTS.

THE COURT: THERE WAS ANOTHER COMPLAINT ABOUT PARKING, STRIPING OR SOMETHING WHERE SOMEBODY WENT OUT CHECKING.

MS. BREITHAUPT: THAT WAS THE RE-COMPLAINT BUT THAT INFORMATION OF -- PETITIONER HAS MADE, ALSO, A COMPLAINT UNDER -- I DON'T KNOW HOW HE DID THIS BECAUSE IT DOESN'T HAPPEN THIS WAY. BUT HE SOMEHOW GOT A RENT ESCROW ACCOUNT

COMPLAINT OPENED AND I BELIEVE THAT'S WHAT TRIGGERED A PROPERTY INSPECTION OF PULLING ALL THE BUILDING AND SAFETY AND PLOT PLANS FOR PARKING LOT. ALL OF THAT WAS CONSIDERED BY TOPICHIAN, THE DEPARTMENT REPRESENTATIVE, WHO ADJUDICATED THIS CURRENT RSO COMPLAINT.

THE ADMINISTRATIVE RECORD IS AS LONG AS IT IS BECAUSE ALL THE PRIOR EVIDENCE THAT HAD BEEN ADDUCED FROM THE LAHD INVESTIGATORS AND THE PETITIONER WERE CONSIDERED. AND I BELIEVE, YOUR HONOR, THIS IS A 1085 READ BECAUSE THERE WAS NO HEARING THAT WAS GIVEN, BUT EVEN SO, I THINK THERE'S SUBSTANTIAL EVIDENCE TO SUPPORT THE AGENCY'S DECISION. NO ABUSE OF DISCRETION, ONLY ECONOMIC RIGHTS THAT AREN'T VESTED NOR MEMORIALIZED IN ANY WRITTEN AGREEMENT.

AND, JUST TO LET THE COURT KNOW, SORT OF AN END NOTE, THE CITY JUST RECEIVED ABOUT TWO WEEKS AGO ANOTHER TORT CLAIM UNDER CONTINUING VIOLATION THEORY FOR THE INTERCOM AND TANDEM PARKING. SO THIS NOTION THAT JUST ALLEGING DIFFERENT PERIODS OF TIME CREATES SUBSTANTIVE RIGHTS I THINK IS LEGALLY ERRONEOUS. IT'S THE SAME PRIMARY RIGHT. IT'S BEEN ADVERSELY DECIDED AND IT SHOULD BE ADVERSELY DECIDED IN THIS WRIT.

WITH THAT, THE CITY RESPECTFULLY SUBMITS.

THE COURT: MR. JOHNSON REFERS TO AKUVOX DOOR ENTRY SYSTEM IN HIS REPLY BRIEF ON TOP OF PAGE 7, BUT I DO NOT BELIEVE THE AKUVOX IS WITHIN THE SCOPE OF THIS LAWSUIT.

DO YOU AGREE OR DISAGREE?

THE PETITIONER: I DISAGREE WITH THAT, YOUR HONOR. THE AKUVOX IS PART OF THE RSO COMPLAINT THAT WAS SUBMITTED IN

OCTOBER, 2023 AND DECIDED IN DECEMBER OF 2023. I BELIEVE AKUVOX WAS IN THAT RSO COMPLAINT IN TERMS OF THE DOCUMENTATION FOR THE CITY.

THE COURT: OKAY.

DO YOU AGREE?

MR. GERST: I AM NOT AWARE OF THE INFORMATION HE SUBMITTED TO THE CITY IN THAT THE RSO COMPLAINT.

THE COURT: WELL, THE RSO COMPLAINT WAS IN OCTOBER OF 2023.

THE PETITIONER: AROUND THAT TIME, YES.

THE COURT: AND WHEN WAS THE AKUVOX INSTALLED?

MR. GERST: I DON'T HAVE A SPECIFIC DATE. IT WAS SOME TIME IN 2023, BUT I DON'T HAVE A SPECIFIC DATE.

THE PETITIONER: IT WAS INSTALLED AROUND MAY 1ST, YOUR HONOR.

THE COURT: OKAY.

THE PETITIONER: YOUR HONOR, I DID MENTION IT IN MY PAPERS SUBMITTED TO THE COURT THAT IT WAS SMALL CLAIMS ACTION WHERE THE COURT RULED IN MY FAVOR AND AWARDED ME FIVE HUNDRED DOLLARS.

THE COURT: RIGHT.

THE PETITIONER: SO THAT WAS -- OKAY, OKAY. I AM SORRY. I DIDN'T KNOW IF YOU SAW THAT.

THE COURT: I DID. IT WAS A SMALL CLAIMS APPEAL AND THE DECISION WENT THE OTHER WAY. IT TOOK ME A WHILE TO FIGURE THAT OUT BUT I AM AWARE.

MS. BREITHAUP: YOUR HONOR, I CAN.

THE PETITIONER: I DON'T KNOW WHICH WAY THE DECISION

WENT BECAUSE THE RULING IN THE APPEAL OF THE JUDGE WAS VERY CONFUSING AND SEEMS LIKE SHE WAS REPEATING WITHOUT PREJUDICE CLAIM.

THE COURT: WELL --

MR. GERST: THERE IS NO WITHOUT PREJUDICE.

THE COURT: IT SEEMED TO ME YOU WON INITIALLY, MR. JOHNSON, THEN THEY WON ON THE APPEAL.

MS. BREITHAAPT: THAT WAS BECAUSE THAT PHONE WAS DISCONNECTED FOR DEFENDANT WHO DID NOT CALL BACK IN.

THE COURT: OKAY.

MS. BREITHAAPT: I DON'T KNOW IF THE SUPPLEMENTAL MENTIONED THE AKUVOX -- THAT'S WHAT I WAS GOING TO LOOK, YOUR HONOR.

MR. BREITHAAPT: THE COURT MAY RECALL THE PETITIONER DID FILE SUPPLEMENTAL DOCUMENTS, AUGMENTED THE RECORD AND HE JUST HASN'T SUBMITTED ANYTHING THAT SUBSTANTIATES THIS ARGUMENT.

THE COURT: THE SUPPLEMENTAL PETITION, I HAVE IT RIGHT HERE.

WAS IT MENTIONED, THE AKUVOX? I DON'T KNOW. THE PETITION IS NOT IN EVIDENCE.

MS. BREITHAAPT: NO.

THE COURT: TALKS ABOUT THE THIRD DECISION. YEAH. IT'S IN THERE. PAGE AR238 SAYS, LINE 17, CE28421 CASE CONTAINS NEW EVIDENCE THAT WAS NOT ADDRESSED IN THE CE273371 CASE, NEW EVIDENCE THAT LAHD DECISION DOES NOT ADDRESS REQUEST FOR PARTS, TOOLS, SMART PHONE AND WIFI USE, AKUVOX APP. BASED ON SYSTEM. IT GOES ON TO DISCUSS PERSONAL

SMART PHONE AND INTERNET.

MS. BREITHAUPT: HE, ALSO, MENTIONS, YOUR HONOR, ADMINISTRATIVE RECORD, PAGE 249, WHEN HE DISCUSSES HE DESCRIBES HIS EXHIBITS AND IT'S IN THE ENTRY UNDER "2023-JUNE-14."

THE PETITIONER: I DO NOTE, YOUR HONOR, IT APPEARS THAT THE RESPONDENT AND PARTIES AT INTEREST ARE ADMITTING RSO COMPLAINT THAT THEY HAVE SUBMITTED IN 2014 THAT DECISION WAS NOT BASED ON THE AKUVOX SYSTEM, AND THAT THE AKUVOX SYSTEM DID NOT COME INTO PLAY UNTIL THE RSO DECISION OF DECEMBER 2023. SO, THEREFORE, THE RSO CASES ARE NOT RES JUDICATA.

THE COURT: OKAY. I THINK YOU'RE CORRECT. I THINK IT IS PRETTY OBVIOUS THE AKUVOX IS NOT PART OF THE 2014, 2015 MATTERS. OKAY.

IS THERE ANYTHING ELSE?

MS. BREITHAUPT: SUBMITTED, YOUR HONOR. THANK YOU.

THE COURT: LATER THIS WEEK, PROBABLY THURSDAY, I GUESS -- I WILL ISSUE A DECISION.

MS. BREITHAUPT: THANK YOU, YOUR HONOR. HAVE A GOOD DAY.

THE PETITIONER: YOUR HONOR, JUST A MATTER OF PROCEDURE. YOU ARE GOING TO ISSUE A DECISION.

DO WE HAVE TO COME TO ANOTHER HEARING? OR IS THAT NO MORE HEARINGS?

THE COURT: NO MATTER WHO WINS, THERE WILL BE AN ORDER TO SHOW CAUSE RE: JUDGMENT. AND WHAT TYPICALLY HAPPENS IS WHOEVER WINS PREPARES THE JUDGMENT AND IF IT'S APPROVED AS TO FORM AND IT'S IN ACCEPTABLE FORM TO ME, I SIGN IT AND THAT

ORDER SHOULD CAUSE HEARING NEVER OCCUR. ONLY, IF SOMEBODY OBJECTS TO THE FORM OF THE JUDGMENT, WOULD THERE BE A HEARING ON ORDER TO SHOW CAUSE.

THE PETITIONER: OKAY. THANK YOU, YOUR HONOR.

MS. BREITHAUP: YOUR HONOR, I DID WANT TO MAKE THE COURT AWARE, BECAUSE IT'S A MATTER OF GREAT CONCERN GIVEN THE VITRIOLIC MALICE I RECEIVE. I DID UNDERTAKE SERVING THE FLASH DRIVE, IDENTICAL FLASH DRIVE THAT WAS SERVED ON THE COURT THREE SEPARATE TIMES TO THE PETITIONER. EACH SERVICE APPARENTLY HAS BEEN UNSUCCESSFUL. THE FIRST TIME WE WENT TO PERSONALLY SERVE IT, THEY GOT INTO THE APARTMENT, DID A DOOR KNOCK. NOBODY ANSWERED THE DOOR. AND THERE WAS PHONE INSIDE THE SLOT BOX TO PUT IN MAIL. WE THEN BROUGHT THE FLASH DRIVE BACK.

I THEN SENT IT THROUGH THE CITY SERVICE WHERE WE CAN TRACK THE MAIL. PETITIONER NEVER SIGNED FOR THE FLASH DRIVE. PETITIONER NOTIFIED ME HE DIDN'T HAVE THE FLASH DRIVE AFTER THE SECOND UNSUCCESSFUL ATTEMPT. AND WE SERVED IT THROUGH REGULAR MAIL PER HIS REQUEST ROUGHLY -- I DON'T KNOW. IT IS ROUGHLY -- I DON'T WANT TO BE CRITICIZED FOR HAVING THE WRONG DATE. I AM ESTIMATING ROUGHLY SEVEN DAYS AT THE BEGINNING OF LAST WEEK.

PETITIONER IS INDICATING THAT HE DIDN'T GET IT THROUGH REGULAR MAIL. THE THIRD ATTEMPTED SERVICE OF THE FLASH DRIVE, APPARENTLY, HE HAS SOME PROCEDURE WITH THE MAIL WITH THE U.S. MAIL WHEREBY HE HAS TO APPROVE THEM DELIVERING MAIL SO. I WANTED TO PUT THAT OUT THERE. I AM ANTICIPATING THAT BEING AN ISSUE ON APPEAL IN THIS CASE. IF THERE'S ANY

EQUIVOCATION THAT HE WAS PROPERLY SERVED EVERYTHING.

HE ALSO REFUSES TO RECEIVE ANYTHING ELECTRONIC SERVICE THROUGH E-MAIL. I WANT TO MAKE THAT RECORD SO IT'S ABUNDANTLY CLEAR THAT THE CITY HAS GONE BEYOND DUE DILIGENCE IN TRYING TO SERVE MR. GARY JOHNSON WITH THE DOCUMENTS AND RECORDS BEFORE THE COURT.

THE COURT: IT SEEMS TO ME YOU FILED A DECLARATION FOR THIS.

MS. BREITHAUP: I DID AND I GOT AN EMAIL TELLING ME THAT I COMMITTED A FRAUD ON THE COURT.

THE COURT: ALL RIGHT.

THE PETITIONER: IF I MAY, IF I MAY, IF I MAY, YOUR HONOR, PLEASE, PLEASE.

I DID RECEIVE THE FLASH DRIVE AROUND, LET'S SEE, 21ST OF JUNE, WHICH IS LAST FRIDAY AND IT WAS POST-MARKED, I BELIEVE, ON THE 18TH. THE CITY ATTORNEY COULD HAVE SAVED HERSELF OF LOT OF TROUBLE BY JUST MAILING IT BY FIRST CLASS MAIL IN THE FIRST PLACE. BUT THE CITY ATTORNEY DECIDED TO GET SOME TYPE OF PROCESS SERVER WHO ATTEMPTED TO REALLY DAMAGE THE DOOR OF MY APARTMENT BY TRYING TO BREAK INTO A SLOT THAT WAS CLEARLY BLOCKED OFF BECAUSE IT'S NOT FOR SUB MAIL.

THEN YOU TRIED TO GET A PROCESS SERVER, NOT PROCESS SERVER, SOME TYPE OF SERVICE THAT, I GUESS, BRINGS OUT THE SERVICE. WELL, THE PERFECT EVIDENCE HERE IS THAT THE INTERCOM SYSTEM DOES NOT WORK, NOT CONNECTED TO MY UNIT, SO EVEN IF I WAS HOME. I COULD NOT GET THEM THE NOTICE BECAUSE THE INTERCOM DOES NOT WORK. OKAY. NO ONE WAS TRYING TO

AVOID SERVICES. ALL YOU HAD TO DO IS PUT IT IN THE MAIL AND THAT I WAS AT WORK. OKAY. OR SOMETHING WHERE ELSE THAT SHOULDN'T BE TAKEN AGAINST ME BY YOU OR THE CITY ATTORNEY OFFICE.

THE COURT: OKAY. I SEE THE IRONY, MR. JOHNSON.
THANK YOU.

MS. BREITHAAPT: WE DID GET IN THE BUILDING.
THANK YOU.

(THE PROCEEDINGS WERE CONCLUDED.)