

From: tainmount@sbcglobal.net

Name: G. Juan Johnson

Date Submitted: 05/11/2026

Council File Number: (e.g. XX-XXXX-SXXX)

Comment:

MOTION (RODRIGUEZ - BLUMENFIELD) relative to amending the prior Council action of April 21, 2026, relative to reprogramming funds to the Van Nuys Boulevard Corridor JEDI Zone Facade Improvement Program (Council file No. 14-1174-S97). THIS MATTER IS OPPOSED BECAUSE I am a United States Citizen. How landlords fight against providing housing services with the help of Mayor Karen Bass' City Housing department (pages 1-8) . 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, who is obstructed from getting an accessible handicapped parking stall, accessible wheelchair height unit door peephole, and accessible intercom two way communication indoor unit monitor interface that has audio and visual capabilities, per applicable local building codes and ADA/FHA compliance. "This torturous situation which was conduct by the respondents is meant to harm me and retaliation because I complained. They might as well just string me up and lynch me on the front lawn, cut my body up in small pieces, disembowel me and just spread my blood all over the front sidewalk because that really is the intent of the respondents and their racist torturous tirade of retaliation." https://cityclerk.lacity.org/onlinedocs/2025/25-0160-S145_PC_PM_04-20-2026.pdf . TOC. Page 1 for PC add for May 13. 2026-5-11 Attach Council Review Khammar and Ben Inside Los Angeles Housing Services copy. 2026-3-17 Email Reply to Scott DIS. 2026-3-9 Response to Khammar March 9 letter. 2026-2-13 PC Reply to Khammar Feb 11 Letter.pdf. 2026-1-6 Trans SC 3297 with Commentary Text. 2025-12-18 Declare PPM Ben re 3297.pdf. 2022-2-16 Notice case 4574 of Entry of Judgment Walter.pdf. 2021-12-03 Filed SC 4574 re Hi Point Apts LLC.pdf. Hi Point 1522 LLC, the owner, claims to have submitted a different tandem parking application. The application is where? Due to my complaint, the owner has refused to provide the application for the available tandem parking, which is racial discrimination, retaliation, and a refusal to rent. The government provides funding for this structure. https://cityclerk.lacity.org/onlinedocs/2013/13-0160-S216_PC_AM_02-22-2026.pdf . The new owner is Hi Point 1522 LLC. managed by Hi Point 1522 Managers

“This torturous situation which was conduct by the respondents is meant to harm me and retaliation because I complained. They might as well just string me up and lynch me on the front lawn, cut my body up in small pieces, disembowel me and just spread my blood all over the front sidewalk because that really is the intent of the respondents and their racist torturous tirade of retaliation.” https://cityclerk.lacity.org/onlinedocs/2025/25-0160-S145_PC_PM_04-20-2026.pdf

How landlords fight against providing housing services with the help of Mayor Karen Bass’ City Housing department (pages 1-8)

“This torturous situation which was conduct by the respondents is meant to harm me and retaliation because I complained. They might as well just string me up and lynch me on the front lawn, cut my body up in small pieces, disembowel me and just spread my blood all over the front sidewalk because that really is the intent of the respondents and their racist torturous tirade of retaliation.” https://cityclerk.lacity.org/onlinedocs/2025/25-0160-S145_PC_PM_04-20-2026.pdf.

How landlords fight against providing housing services with the help of Mayor Karen Bass’ City Housing department (pages 1-8) .

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2026-3-17 Email Reply to Scott DIS.

2026-3-9 Response to Khammar March 9 letter.

2026-2-13 PC Reply to Khammar Feb 11 Letter.pdf.

2026-1-6 Trans SC 3297 with Commentary Text.

2025-12-18 Declare PPM Ben re 3297.pdf.

2022-2-16 Notice case 4574 of Entry of Judgment Walter.pdf.

2021-12-03 Filed SC 4574 re Hi Point Apts LLC.pdf.

The owner Hi Point 1522 LLC alleges a separate application for tandem parking. Where is the application? The owner refuses to provide the application for the available tandem parking, thus constituting refusal to rent, racial discrimination and retaliation because I complained. This building receives government assistance.

How landlords fight against providing housing services with the help of Mayor Karen Bass' City Housing department

Based on closed small claims case 25STSC03297 filed 8/4/2025.

The Court filing and ruling did not apply to new evidence and continuing performance obligations.

I examine the words of Thomas Khammar. I examine the words of Benjamin Renkainen, field inspector for Power Property Management Inc. Power Property ("PPM") is the management agent for Hi Point 1522 LLC.

Benjamin filed a declaration with the court. The court said that the statement was not considered evidence. No chance was given to the Blackman tenant to examine the Ben statement because Blackman claimed he never received the statement. This was not a normal courtroom. Normally a Judge would set the date for the alleged statement to be filed (as a "motion", for examine) and the Blackman would be allowed to file a response by a certain date. This did not happen. Bias in the court system.

The issues are denial of housing services tandem parking and intercom repair or replacement.

JANUARY 6, 2026. Los Angeles, California.

THE WORDS OF BLACKMAN (Plaintiff) Jan. 6, 2026

The city government, and I think it's important, that the city government has cited the owner of the property in terms of the intercom systems, which is two different systems, one in the unit called Artolier and one outside the building called Acuvox, A-K-U-V-O-X, Acuvox. The city government, uh, has cited them, uh, twice, uh, to have the intercom system repaired or replaced, so I think that does validate my claim about the intercom system. And, uh, as I said, those are in, uh, the exhibits, uh, set number three and set number two, but particularly set number three, there is a copy of the, uh, notice to comply by the city government.

And as of today's date, the intercom system has not been repaired or replaced, although the owner, uh, under, uh, Thomas Kamar, the

management company, has been in the unit at least six times since the last hearing, and none of the repairs have been made to the intercom systems. And as I say, there is two different systems. And that's basically all I have to say, your honor.

I mean, I think I've said enough, adequate enough, in terms of the, uh, parking and in terms of the intercom with the parking system. Mr. Kamar testified at a previous hearing that, uh, I am entitled to the tandem, which is the two-car parking, and, uh, yet the, uh, the parking has not been made available to me. But that's, that's my conclusion, your honor.

THE WORDS OF THOMAS KHAMMAR (based on Court Testimony) Jan. 6, 2026

“I did not testify that he's entitled to a tandem parking spot.

“I testified that he is in space eight, which is the space that his lease is in. Um, I am willing to lease out a tandem spot to him because as of about a few days after, I think before the hearing, we found out that we have one tandem space that we can lease out. It is going to come at a cost.

“I believe, and I can't be quoted on it. So I have to work with the ownership on this \$150 a month. This would be a separate, uh, agreement that he or his roommate would have to sign.

And it would be separate from this, uh, rent control unit. Okay. Part of the documents that we filed.”

TODAY'S COMMENT FROM BLACKMAN

The rent agreement does not authorize a “separate” agreement. Also, notice there is no finality to the \$150 fee, nor is there any evidence provided when the \$150 started on where is the application. Nor does Khammar state that any time before the hearing, he ever mentioned the \$150.

KHAMMAR

There it is. Uh, “code enforcement has reviewed and accepted your response and repair effort for the updated intercom system provided for the residents through our re-inspection activities. There will be no further code enforcement oversight of the intercom issue.”

(Re intercom on Wilson using the Akuvox)

It shows his name's email address. He's using it actively using it. And therefore this unit has an intercom and has always had an intercom.

So this is just, you know, I don't need to keep bringing it up, but this is just another frivolous lawsuit. And this is part of why we're not as willing to work with him and give him a tandem spot because it just keeps on going. You know, he just keeps on filing.

He just keeps filing these cases, just different names that he finds somewhere on the internet. And, you know, to add to this, your honor, he has a website where he calls power property management, myself, the owners by name gives calls us racist. Um, just, just awful.

He has a sticker, a bumper, a huge magnet on the side of his car where he calls us racist and all these things. We've had fair housing complaints because of him, which is great. They clear us.

We've been cleared of all. So, I mean, it's just one of those things. I don't know when is this going to stop?

I don't want to call him that, but it's the same complaint that he always has. He's got his parking based on his lease intercom works. He's the only person in our entire company that has brought this issue up that he doesn't want to use his cell phone.”

TODAY’S COMMENT FROM BLACKMAN

Khammar mentions the presume option of using my cell phone, but my cell phone is not a housing service, nor an I required by law to use my cell

phone for his purposes. By law, Khammar is supposed to be supply the intercom and parts to use it, but he doesn't tell that the the Court.

KHAMMAR SHOWS HATRED AND BIAS FOR BLACK TENANTS WHO COMPLAIN

THE WORDS OF Benjamin Renkainen

TODAY'S COMMENT FROM BLACKMAN

From the declaration of Renkainen, it appears he thinks that all Blacks look and act alike. Renkainen uses the so called private records of B. Wilson, without his permission, but somehow asks the court that because he alleges Wilson used the intercom, that is the same as another Black man using the same intercom. Wilson is not a plaintiff in the case so why does the Judge allow such testimony? Bias of the Court.

But as has been proven, Wilson was not using the intercom function but only using the door entry function. The door entry and the intercom are two different functions. Nevertheless, even if Wilson used the door entry system, it is not proof that I Blackman used the door entry system. Renkainen, never establishes why he feels that Wilson using the door entry system relates to me using it. Wilson and Johnson are not the same person. But the door entry system is not at issue, but the intercom is, and Renkainen never explains the difference to the Court.

The bias of the Court is obvious because it favors the millionaire landlord and ignores the Blackman tenant.

Months later the owner admits to the city discrimination department that the intercom function is not working at this address and that there is no camera or audio or visual signal to each unit. This also shows the bias of the code violation department that allegedly says they will not further investigate what is clearly a non-working intercom system and non-working so called upgrade and a non working accessibility mandated required intercom system.

It has thus been proven that the Renkainen document is entirely false and erroneous allegations, and fraudulent and intentional misrepresentation of the facts.

If you look at the records that they are supposedly using, and you asked them to verify it, on December 7, 2025 it shows that someone used the “call” function which is the same as the Intercom. Rather than say that the system shows “success”, it shows that there was no response meaning that the call did not go through meaning the intercom does not work. The same record that Khammar showed to the court shows that the same thing happened on November 24, 2025 two times and on November 28, 2024 and November 27, 2024, that the “call” button was used, and the response was none. The same document they tried to use to say the Intercom functions shows that the Intercom call button was NOT working. So rather than believe the truth of what I was saying to the city government, the city government, as well as the court believed what the owner was saying, which essentially the owner was lying.

The issue is never addressed at the time by the property owner or by the court as to the accessibility requirements, and the accessibility laws are never addressed in the original filed complaint, therefore such issues were not adjudicated.

The accessibility requirements were also not addressed in the court complaint because at the time of the complaint, they were not known to the plaintiff, Black man (me).

The biased declaration of Ben Renkainen is attached. It is not worth me repeating what he said to the Court.

Contrary to what Power Property and Ben Renkainen says, there were numerous court decisions in my favor. See Court case decision for case 21STSC04574 attached regarding the similar issues.

Renkainen never addresses the tandem parking requested. Renkainen never addresses the fact a working intercom is an accessibility requirement of the city building code.

You can access a clear copy of Renkainen’s court submission by pulling up the case number in the Court case summary. You can verify that the “call”

intercom function is not working on the days I mentioned. The door entry function, however, is working and not disputed by Black man.

I note that if the Court had not been biased, it would have set a hearing date for the Renkainen declaration, and it would have given a date and opportunity for Blackman to file a written response. That did not happen.

In a previous court case, Khammar testified pretty lengthy that I had already been parking in an assigned and tandem parking stall. (2021). Khammar is a big liar.

Excerpt.

Filed 8/4/2025
Case 25STSC03297
Johnson v. Hi Point 1522 LLC
Court Case Small Claims
(attached MC-031. Redacted from the Complaint)

1. I am Plaintiff pro se in this matter.
2. If called to testify, I can do so competently. For all other matters, I testify based on information and belief.
3. I believe the actions of the property owner Hi Point 1522 LLC entitle me to \$5,000 in damages relief because of intentional harassment under city Los Angeles Municipal Code section 45.33 and Ordinance 187109.
4. This matter concerns a rental agreement that is for month to month or 30 days. California state law states that only lease agreements for over one year have to be in writing. Month to month rental agreements do not have to be in writing.
5. Housing services provided to tenants do not have to be in the written rent agreement if the agreement is for a period of less than one year.
6. I am a black American entitled to all the privileges and benefits of the contractual agreement as stated under federal state and local law. I have been denied privileges granted to other tenants on different terms, and violation of the California Constitution article I, section (a).
7. I am a disabled tenant.
8. I emailed the owner and management company on July 30, 2025 indicating my demand for housing services.
9. I paid rent on July 1, 2025 and my check says for "Rent, intercom repair and tandem parking."

10. I have been damaged and my peaceful enjoyment of the premises disturbed because the owner has refused to assign me a tandem parking stall and refused to repair the intercom or provide the parts to use the Akuvox intercom.
11. On June 20, 2025 I gave the owner a money order for \$50.00 and signed the change in terms of tenancy the conditions for the tandem parking assignment which includes being first come first served and paying \$50.00. The money order cost me \$10.00 fee.
12. On June 29, 2025, I emailed the owner and management company recalling that the Power Property Management Inc. said in 2022 that I was entitled to a tandem parking at 1522 Hi Point Street.
13. Since the owner would not fix my Intercom system, and the rent prohibits me from supplying my own housing services, in order to mitigate my damages, on July 30, 2022. I purchased an Intercom box for \$25.88.
14. In order to further mitigate my damages on July 27, 2025, I purchased a cell phone in order to use it with the AKUVOX system.
15. On September 27, 2024 b y email, I made a demand on the owner for payment of damages.
16. On September 28, 2024 I incurred the expense o f faxing m y concerns to the owner o f the property. The fax service cost me about \$10 per month.
17. The rent agreement was signed on February 26, 2010 and included parking as a part of the rent payment.
18. I sought the assistance o f the office of Mayor Karen Bass and her staff thru my emails.
19. The certificate o f occupancy ("COO") was issued for the building on April 17, 1973 for the address 1522 High Point St. City documents COO show there are 18 apartments and parking for 27 auto spaces, some which are tandem parking spaces.
20. Around 2023 the property owner installed an additional Intercom and door entry system called Akuvox to the front of the building. Mine in my unit was still not repaired.
21. The parking lot a t this address includes about 12 single car spaces and seven tandem two car spaces.
22. Over the years I have spent a lot of money sending monthly faxes to the owner explaining my demand for housing services. Total damages: \$90.00.
23. Over the years I have also made many phone calls and left voice messages for the owner of the property

with my demand for housing services. I used a service that leaves a voicemail. The service is called Call Em all or text em all. Total damages \$260.00.

24. All parking spaces are numbered at this location. Tenants who need a space to park their car are assigned a space by number, but the number does not necessarily correspond to the number of their apartment.

25. There are frequently parking stalls that have been empty.

26. A landlord is prohibited from charging rent when housing services have been denied, as evidenced in this case.

How landlords fight against providing housing services with the help of Mayor Karen Bass' City Housing department

Attach 4574 Judgement in Favor

Attach 4574 MC-031 entire case

Attach Renkainen declare case 3297

Attach Transcript of 3297

RESPONSE . Re: DIS0002519 - Discrimination Complaint filed against Hi Point 1522 LLC- Follow-Up

From: G Johnson (tainmount@sbcglobal.net)

To: thomas.scott@lacity.org

Cc: vasquezbrian79@gmail.com; marke.bridge@lacity.org; vatche.kasumyan@lacity.org; germain.mendoza@lacity.org; masiss.andriasian@lacity.org; oigcompl@lapd.online; steven.harrison@lacity.org; councilmember.hernandez@lacity.org; councilmember.nazarian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; councilmember.yaroslavsky@lacity.org; councilmember.padilla@lacity.org; councilmember.rodriquez@lacity.org; councilmember.price@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.lee@lacity.org; councilmember.jurado@lacity.org; councilmember.mcosker@lacity.org; lahd.rso.central@lacity.org; lahd.reap@lacity.org; controller.mejia@lacity.org; dod.contact@lacity.org; aoa.crsa@aoausa.com; aram.avedisian@lacity.org; eric.bane@lacity.org; doran.bobadilla@lacity.org; laura.zimmerman@lacity.org; grant.woods@lacity.org; sewada.zadoorian@lacity.org; jason.wilson@lacity.org; kelly.warner@lacity.org; mark.wang@lacity.org; gavin@gavinnewsom.com; fabian.gonzalez@lacity.org; ramazanali.almasi@lacity.org; kevin.brown@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.martinez@lacity.org; rene.flores@lacity.org; alan.christensen@lacity.org; phillip.munguia@lacity.org

Bcc: hairylegs27@gmail.com

Date: Tuesday, March 17, 2026 at 02:26 PM PDT

MR. SCOTT:

As regards City Los Angeles Case number DIS0002519 with the city Civil Rights Department.

1. I have reviewed your response below.
2. I verify that in summary my original complaint to you February 28, 2026, included five attachments. The brunt of the complaint was my doctor letters to the owner supporting my disabilities as a Black American and city resident, my requests for reasonable housing accommodation re indoor monitor and interface for the Akuvox system, my request for accessible parking, and my request for accessible unit door entry peephole.
3. I subsequently emailed you more documents on Feb 13, 2026.
3. In my March 10 email to you, which you replied to, I mentioned "I believe the requested handicapped parking stall and intercom are under the Building Code as "Accessibility" requirements, section 11B-708.4.2 for example requires indoor interface (monitor) to use the Akuvox. Owner has not supplied the monitor so I have no way to use Akuvox. Also see Building Code 11A Housing Accessibility and any code sections in effect when building was built."
4. So you have actual and constructive knowledge that the Akuvox requires a monitor indoor interface, is a legal "accessibility" requirement----and if you looked that up, the code requires audio and video into the tenant unit. I believe that code requirement arised in 2022 and the system here was installed in 2023.
5. In the photos I supplied by email, you can see the video capability because a person-----me can clearly be seen in the camera of the device.

6. Your response below is abuse of authority and abuse of discretion, because it ignores the building code requirements, ignores my request for reasonable indoor monitor, reasonable accessible parking and reasonable accessible unit wheelchair height peephole. **I do not have audio or video intercom connection in my apartment.**

7. The word "intercom" means there has to be a voice connection---and sometimes audio---from the common area front of the building and the tenant unit. Intercom in the building code is described as "two way communication."

8. The system is called Akuvox door entry intercom system, if you look at their website. I explain this because the door entry can be used separately, or the door entry can be used as part of the intercom function.

9. Mr. Thomas Khammar, who is the boss of Mr. Vasquez, has said repeatedly that the intercom function is working and that my roommate used it 27 times. Not true of course, but I am comparing that to what you said that Vasquez said. Vasquez is 2 months new to the property so maybe he does not know.

10. Barring the fact that there is a camera screen on the Akuvox, Mr. Vasquez may be correct and that would mean that Mr. Khammar is not telling the truth.

11. Your email seems to say that the intercom is being used for door entry. Not sure how you can use the intercom for door entry if there is no audio or visual to identity who is there; your email does not say that there is audio interaction. An intercom is audio communication, or audio and video.

12. I am forwarding this to the code violation department because the statement of Vasquez proves that the Akuvox system intercom does not comply with the city and building code which requires the system to have audio and visual interface or capability and to a connection inside the unit. Audio or visual, your email admits there is no connection from the front of the common area to any device inside the unit. This is problematic to myself and all tenants.

13. Add another layer is that yesterday, code violation inspector Alan Christenson said that the intercom function audio and visual is accessed by using an owner supplied cell phone; Alan did not actually test the system using his cell phone, but he identified that there is visual capability.

14. So who is telling the truth in this picture? You? Alan? Vasquez? Akuvox? Me?

15. Your letter does not indicate is there audio capability from the common area to tenants, only that the system does not work for the intercom. I remind you that a door entry code is not an intercom.

Your letter is not acceptable as an "investigation".

All rights reserved.

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

On Wednesday, March 11, 2026 at 11:44:02 AM PDT, LA City SNow <cityoflaprod@service-now.com> wrote:

Good afternoon Mr. Geary Johnson,

This is Special Investigator Tom Scott with the Los Angeles Civil Rights Department, and I am reaching out to you to advise you that I have spoken with Mr. Brian Vasquez and this is what I have discovered. I asked Mr. Vasquez if Mr. Vasquez was familiar with the intercom system that is presently installed at the building where you are residing. Mr. Vasquez advised that he was. I asked Mr. Vasquez to explain the features of the intercom system and if there was a video/audio component to the system that was not properly functioning at this time. This is what was explained to me, the intercom is not set up for any kind of video/audio component for the tenants use in identifying who is currently at the entry doors. The intercom is basically set up as a way of accessing the building without having to use a key to enter the door. Each tenant is provided a PIN number for the door and once the PIN number is put into the system the door will automatically unlock allowing entry. I then asked if there were cameras set up at the entry points that would allow a tenant to be able to view who was attempting to enter the building. Mr. Vasquez advised that there are currently four (4) cameras at the location positioned at the main entrance, rear entrance, rear stairwell and laundry room. Those cameras are sync through an App that is for management and security only. No tenant has been granted access to this App. I then clarified with Mr. Vasquez that the current intercom system is basically a system that negates the need for a key to unlock the location door so that entry may be made inside the building, and that there is no ability of the system to present live video or photographs of subjects at the door to any of the tenants. Mr. Vasquez advised that is correct. I trust this is helpful to you Mr. Johnson. Thank you.

Regards,

Tom Scott, Special Investigator

Response to Property Owner letter of March 6. Subject Supplemental Clarification Regarding Parking Stall Assignment and Lease Limitation

You have confused the apt door key with the building key

“In the meantime, the owner changed the locks on the front door of the building but has not given key copies to the Blacks who complained, endangering the health and safety of Black tenants. This also endangers the safety, health, and welfare of tenants: the Black has trouble driving with the sign on the window and that endangers his safety and others since he is obstructed from looking out the window. In fact, because of the obstruction, he could actually hit some of the other tenants.” Thursday, February 26, 2026 at 09:47 AM PST. Received by Resident Manager Brian Vasquez via email, Power Property employee.

I checked the building front door lock just now and the key is still unusable.

Dear Power Property Management at 8885 Venice Blvd Suite 205 Los Angeles 90034.

I am responding to the letter of March 9, 2026 from Thomas Khammar (attached). The letter is not acceptable as a resolution to the issues at hand.

You mentioned that you were responding to my recent request, but you do not specify which communications by date that you are referring to.

1. “Request for Additional Parking

Regarding your request for extra parking at the premises, please be advised that this matter has been thoroughly litigated. Four separate court cases of your choosing have already ruled that you are not entitled to additional parking.

- **Legal Precedent:** In the second case, the court explicitly ruled that res judicata applies (as noted in the docket), and two subsequent cases reached the same conclusion in our favor.
- **Documentation:** Attached for your records are all four case dockets, including the most recent ruling which incorporates the findings of the previous cases by reference.
- **Prior Offers:** Notwithstanding these rulings, we have previously offered to rent you a tandem stall, an offer you declined. Providing a free tandem spot constitutes an undue financial burden on the owner, as detailed in our prior

correspondence.”

MY RESPONSE ON THE REQUESTED HANDICAPPED PARKING STALL

Add regards to court matters, and as I have stated to you previously in writing, contrary to your reconstruction of matters, there are three court rulings in my favor. Without looking at that ruling and admitting them, there is no validity to your statements and your position is FALSE.

You stated that the two subsequent cases were in your favor, but they were not in your favor as I have pointed out in writing. A court that dismisses a case “without prejudice” means that the merits of the case have not been ruled on. One of the cases that you mentioned was against a different defendant so that does not become Res Judicata either. I nevertheless, and the last case which name and number you don't provide, the court ruled that she was considering new evidence. So that means even according to you that you will consider new evidence and the new evidence in this case is that I continued to be damaged, that I continue to pay my rent on a monthly basis, and that there's an issue of continuing performance and continuing damages. The intercom is non-operational and some units are not even listed. The prior court cases don't apply.

You cannot use the small claims cases as legal precedent, because there is no indication of what evidence the court considered in making its rulings. There is no written transcript of the hearings that you speak of. I believe the court does keep an audio record of those hearings, but nevertheless, it's true from the last hearing that the judge never stated for the written record what evidence specifically she might be considering for her ruling. Res Judicata does not apply.

Khammar failed to mention that he countersued me—a lawsuit of his choice—and the court denied his request for damages. Perhaps that is a Judgment in my favor that prohibits Khammar from now claiming the \$150.00 for parking.

As far as your statement, that you have previously offered to rent me a tandem stall, an offer I decline, that is FALSE. The rent check you endorse every month proves my desire and payment for the tandem parking, ENDORSED BY YOU. The previous arrangement by the previous owner which you have decided not to respect was that I could be assigned a tandem parking stall number 14 (currently unoccupied) if I was first come first served and paid \$50 additional. However, as you know, I'm already paying for the parking through my rent agreement with no extra charge. Since that time which was probably two or three years ago, I continue to ask for a tandem parking stall on the basis that I am already paying for the parking. Certainly you don't disagree that I'm already paying for the parking as part of the rent.

In order for your state, with any validity and not based on bias or retaliation, you would have to prove that there is some tenants in the building that are paying \$150 for parking because otherwise it's retaliatory against me and meant to single me out. As I've said numerous times before, please provide evidence of any tenant who is paying \$150 to park in a tandem parking stall. Your ads on the internet state that parking is included in the rent. No charge is mentioned.

Single car stalls are stalls 1A, 1B, 2,3,4,5,6,7,8,9, 10, 11, 12. Tandem two car stalls are 13, 14, 15, 16, 17, 18, 19. Does Khammar disagree? 18 tenants, 20 total stalls but parking for 27 cars. Always looks like two extra stalls but 27-18 =9 single stalls. Einstein could figure this out.

I have provided a video and photographic evidence to you numerous times that there is a available parking stalls, and a lot at this location. But you who do not even live here and keep refusing that. When you went to court, I told the judge that there was additional parking stalls, at least five stalls. In the meantime, you claim to the court that there was one tandem stall available. Prior to that you told the court that I was already receiving a tandem parking stall. So now we can't really depend on what you're saying because I believe in one of your last letters you said that you're willing to provide you with the tandem parking stall. The problem here is that you have to prove that it would be a financial hardship for you to switch me to another stall. If you change the numbering of the stalls as I suggest, there is no financial hardship. In addition, you haven't provided any proof that anyone at this property has ever paid \$150 for the parking, you have not established that you've told anyone to pay the \$150 other than me, and you have not established that you wrote anybody else on the property telling them to park it would be \$150. At this point, \$150 is retaliatory and harassment.

Nevertheless, you cannot claim financial hardship because you have 18 units here and you have parking for 28 cars. There is almost always extra stalls available and even now they're extra stalls available because some tenants do not have a car. I imagine you're gonna claim that for tenants that don't have a car they have to pay \$150 also. This is assigned parking but it's not covered parking so I don't know how you can justify \$150 when that's what buildings are charging that are newer and also have covered underground parking.

Unfortunately, on this issue, your letter of March 9 has addressed the accessibility obligations of you as owner and does not respond to my need for the handicap parking stall. You have also not provided an effective alternative accommodation as regards the handicap parking stall or the Akuvox door entry system.

“Parking Stall Reassignment

- Upon reviewing the premises, you are currently assigned to the parking stall closest to your unit (and per your lease). No further reassignment is available at this time.
- If you would like to LEASE an additional TANDEM space, this is separate from your current lease, and we are willing to lease it to you under a separate agreement for \$150.00 per month. This can only be done AFTER you sign a garage/parking/storage agreement separate from your lease.”

MY RESPONSE ON THE REQUESTED HANDICAPPED PARKING STALL

I am not quite sure what you mean by no further reassignment is available at this time. That is because I have photographed numerous parking spaces that remain vacant over the last couple of months. I even talked to one of the newer tenants who said that his stall was vacant because he doesn't have a car and I believe they're at least three or four other tenants who do not have a car. I know that the tenant in unit number five (stall 4) does not have a car. So when you say reassignment is not available, you are not making a true statement. In fact, it is a false representation of the facts. And I believe therefore it is also retaliatory and harassment because I have complained. In order for you to prevail that issue, you would have to provide a chart showing who is assigned to which parking stall and you also have to indicate who on this property is paying \$150 for tandem parking.

Stall seven is vacant, and stall number 13 —a tandem stall —is vacant and the tenant told me that they do not have a car. So in that instance, a reassignment could occur unless that tenant is paying \$150 for parking, which he said he is not.

As I said before, there's no provision in my rent agreement for you to be able to enter into a separate agreement for the parking or the parking fee. But I have requested a copy of proposed agreement so I can show it to a lawyer, but you have not provided it to me. In the meantime, on this issue, your obligation is to provide an effective alternative accommodation and since you have not done so, therefore you have denied the reasonable accommodation requested as regards parking.

You have been provided medical documentation, judicial accommodation recognition, DMV placard, prior four year assignment to a tandem parking stall where there's no fee that was mentioned, the building receives section 8 funding, there's no accessible spaces on site, your surcharge demand is retaliatory and not allowed under accessibility laws, two tenants are sharing the stall that we are currently parked in, and by your own conduct secured, on-site parking is a necessity.

Your letter is contradictory because you state there is no further reassignment available at this time. But in the next sentence you provide that you would be able to provide a tandem department stall if I paid \$150 per month so that is contradictory. Why would I pay \$150 per month if you don't have any stalls available? You have been given numerous opportunities to state who is paying \$150 per month for parking and you have been given numerous opportunities to state when was that announced to any tenants in the building as to the charge for parking. Besides retaliation and harassment, you are engaged in fraud and accepting government assistance for fraudulent purposes.

Your letter admits that the wheelchair accessible peephole, as well as the indication of wheelchair necessity, is a new accommodation request, and such by your own admission, was not subject to the court proceedings that occurred. I don't really think I need to provide a medical documentation at this point because I've done enough of that and there's already a peephole in the door —not an accessible one—and there's also a slot for mail which could be used to provide the peephole so I won't be paying for any of those type of modifications. Nonetheless, without waiver, I will seek documentation from my doctor. If you have proof I have a wheelchair, that should be enough justification for the accessible height peephole that I requested.

I remind you that the peephole requested has to enable me to see up and down the hallway to the front and rear doors—due to my vision disability, in part. I realize that many of the other units received such peephole —not height but able to see hallway front and rear doors- in 2014 - 2016.

You state that I am assigned to a parking stall that is closest to my door. I'm not sure how you could arrive at that conclusion because my door is not on the same side as the parking lot. Nevertheless, the requirement here is that you provide accessible parking that is closest to the accessible doorway. The front of the building has eight steps to navigate, and it is not accessible for a person with a wheelchair or walker. Therefore, the most accessible location would be one of the tandem parking stalls that would be nearest the rear door where there is only one step to navigate. The rear step is my request, although neither the front nor the rear of the building is accessible under the building code accessibility standards. As you know you did major renovations to this building in 2014 to 2016 and you also installed a new door entry system in the year 2023.

Finally, you are confused about the lock to the door that is the lock to the front of the building is the lock that is not working, not the lock to my apartment door. Sorry for the confusion, but that was clearly stated at my previous email to you. And the current resident Manager should have checked the lock because I'm sure other tenants have reported it.

Further, you stated that as regards parking "no further reassignment is available about this time. " as I stated, if you were to address the configuration of the stalls, which you have not then you could address both my disability access needs, and also the shared nature of the tendency. In other words, you could switch a person who is parked in one car in a tandem stall, which there is at least three tenants who are parked with one car and have a two car stall, and you could just switch myself and my roommate with that person(s). That is something you could do right away and is extremely feasible.

I remain willing to engage in the interactive process in good faith and request written clarification within five calendar days.

This is a city rent controlled building that receives section 8 funding.

Your letter does not address the vandalism that your company did to my car because I parked in a stall that was vacant or not being used. My car window needs to be cleaned of the permanent adhesive that you placed on it. I cannot even lower my window properly. I consider that retaliation and harassment since the stall I parked in was not assigned to anyone.

Because you have parking for 28 cars and only 18 tenants, you cannot claim financial hardship.

Please provide the application for the tandem parking so I can share it with other tenants and make sure to put down the fee.

Is lease modification, reasonable? Yes.

Has reassignment of parking happened before? Yes, I was assigned to tandem parking 2010-2014.

Are others paying \$150? No.

Does the owner conduct prove that parking is a necessity? Yes.

All rights reserved to modify or revise the content of this letter.



Geary J. Johnson, Tenant
1522 Hi Point St 9
Los Angeles, CA. 90035

Attach fax of March 3, 2026
Attach Khammar letter of March 9, 2026

Reference Council Agenda item G. Juan Johnson. Date Submitted: 03/04/2026
11:44 AM Council File No: 24-1454-S1.

Note: This is an unofficial transcript based on eyewitnesses, notes, and the court own audio of the hearing.

Geary J. Johnson vs Hi Point 1522 LLC

Superior Court Small Claims Case 25STSC03297

Los Angeles, CA. 90012

[Plaintiff Geary Johnson] (0:00 - 0:17)

Today is, uh, let's see, January 6th, 2026, a Tuesday, and I don't know if this is, if anybody can hear me, but I am in the website for the court hearing.

[Commissioner Emma Castro] (0:20 - 1:02)

So I can see you, but my camera isn't, oh yeah, there it is, over to the second screen. All right, so we're going to start with our ongoing trial, which is, um, number 24 on the court's calendar ending in 3297 Geary Johnson versus Hi Point 1522 LLC. Come forward please.

Good morning, good afternoon. I'm still in morning session. All right, um, so Mr. Johnson, if you'll kindly state your first name and your last name.

[Plaintiff Geary Johnson] (1:03 - 1:09)

My first name is Geary, it's spelled G-E-A-R-Y, and last name is Johnson.

[Commissioner Emma Castro] (1:11 - 4:11)

Thank you, and for Hi Point, may I have your first and last name? All right, so on October 30th, we began this trial and I heard testimony from Mr. Johnson on his, um, arguments for breach of rental agreements, neglect, nuisance, fraud, false and deceptive practices, and then he gave me some details regarding his allegations. And then I heard from Hi Point, uh, briefly, because Hi Point alleged that there had been two previous claims that had been filed with the same allegations in the past.

The court did take, and is taking, judicial notice of both of those claims. Case numbers 21STSC04819 and 21STSC, excuse me, 19STSC14394. Um, however, I think some of the, uh, allegations made by Mr. Johnson are new to this claim, so I am going to allow him to finish whatever he neglected to tell me, uh, on October 30th regarding his claim, and then I'll hear from you. And the court is going to consider your, um, argument that this claim should be dismissed based on the legal, uh, principle of res judicata, and the court will consider that. Um, but at this point, I'm going to complete the trial and then, um, make some decisions on the evidence that is, uh, presented to the court today. So there is a legal doctrine, and I'm sure you're both aware of it, um, by its Latin name, res judicata, R-E-S, first word, second word, J-U-T, J-U-D-I-C-A-T-A.

Uh, but we're not going to go into that. It's just something that you had raised at the prior hearing, Mr. Khammar, perhaps not using the words *res judicata*, but indicating that there had been two previous claims that had been adjudicated and ruled on. Um, and the court does have those judgments available.

The court takes judicial notice of the electronic claim files in their entirety on both of those claims. So, Mr. Johnson, at this point, why don't we finish up with your, um, presentation of sworn testimony regarding your, uh, allegation on damages against the defendant. So keep in mind, yeah, keep in mind, Mr. Johnson, that I already spent at least 30 minutes at the last court hearing on October 30th when you did testify, but I will give you an opportunity to kind of wrap it up, so to speak.

[Plaintiff Geary Johnson] (4:12 - 6:16)

Okay, Your Honor, I appreciate that. And I do appear, uh, today, uh, I do appear today, I do appear here today in support of my position and also the, uh, exhibits that were lodged with the court. There's, uh, three different sets of exhibits and I hope the, uh, judge, uh, court was able to review those exhibits, um, just to bring the court up to date, so to speak.

The city government, and I think it's important, that the city government has cited the owner of the property in terms of the intercom systems, which is two different systems, one in the unit called Artolier and one outside the building called Acuvox, A-K-U-V-O-X, Acuvox. The city government, uh, has cited them, uh, twice, uh, to have the intercom system repaired or replaced, so I think that does validate my claim about the intercom system. And, uh, as I said, those are in, uh, the exhibits, uh, set number three and set number two, but particularly set number three, there is a copy of the, uh, notice to comply by the city government.

And as of today's date, the intercom system has not been repaired or replaced, although the owner, uh, under, uh, Thomas Kamar, the management company, has been in the unit at least six times since the last hearing, and none of the repairs have been made to the intercom systems. And as I say, there is two different systems. And that's basically all I have to say, your honor.

I mean, I think I've said enough, adequate enough, in terms of the, uh, parking and in terms of the intercom with the parking system. Mr. Kamar testified at a previous hearing that, uh, I am entitled to the tandem, which is the two-car parking, and, uh, yet the, uh, the parking has not been made available to me. But that's, that's my conclusion, your honor.

[Commissioner Emma Castro] (6:17 - 6:29)

All right, very well. And Mr. Kamar, I do have notes here regarding the tandem that plaintiff, uh, wants a tandem space, as my note says, space number eight. Why don't you elaborate a little more on that?

[Defendant Hi Point 1522 LLC thru Khammar] (6:29 - 6:34)

So, thank you, your honor. First of all, I just want to make sure that you received our brief.

[Commissioner Emma Castro] (6:35 - 6:41)

Did you file it through the digital evidence or did you file it, um, electronically?

[Thomas Khammar HP] (6:41 - 6:50)

We filed it electronically, as well as, uh, per your request prior. And we also certified, mailed it to Mr. Johnson.

[Commissioner Emma Castro] (6:50 - 6:53)

All right, Madam Clerk, see that it's in the electronic claim file.

[Defendant Hi Point 1522 LLC thru Khammar] (6:53 - 6:54)
I have a courtesy copy, if you'd like.

[Commissioner Emma Castro] (6:54 - 8:12)
Yeah, because it's only plaintiff's, uh, plaintiff's evidence in the electronic, uh, evidence. You mean in the digital evidence? The digital evidence.

In the case file, yours. In the claim file. Right.

All right. So, your honor. Give me just one sec.

Okay, let me, I have to put in the, um, password. Is it, uh, filed December 22nd? File stamped.

Yeah, it's in the claim file. Not in digital evidence, but in the claim file. That's where it should be.

Digital evidence is just for digital evidence. I keep telling people that, but they keep putting other things into the digital evidence upload. All right.

You may begin.

[Defendant Hi Point 1522 LLC thru Khammar] (8:13 - 10:33)
All right. So, uh, wrote down four things that he mentioned. I did not testify that he's entitled to a tandem parking spot.

I testified that he is in space eight, which is the space that his lease is in. Um, I am willing to lease out a tandem spot to him because as of about a few days after, I think before the hearing, we found out that we have one tandem space that we can lease out. It is going to come at a cost.

I believe, and I can't be quoted on it. So I have to work with the ownership on this \$150 a month. This would be a separate, uh, agreement that he or his roommate would have to sign.

And it would be separate from this, uh, rent control unit. Okay. Part of the documents that we filed.

So there's a random every year city inspection that happens on the building. Um, and so this, this building went through city inspection was all units. It was not geared just towards Gary Johnson, uh, or this unit.

And Mr. Johnson brought up the issue of the intercom and they wrote it down for the, for us to address it. And in this brief, and I, I brought him here with us as well as Benjamin Rankin, our field inspector for power property management. He's the one who dealt with the city inspectors.

Um, we also, we have a copy of the notice to comply, et cetera. We have copies of all the receipts, but the biggest thing that we have is an email from the city inspector himself testifying that the intercom is working and that he does. He, uh, I guess just find the email real quick so I can read exactly what it is.

There it is. Uh, "code enforcement has reviewed and accepted your response and repair effort for the updated intercom system provided for the residents through our re-inspection activities. There will be no further code enforcement oversight of the intercom issue."

"It has been cleared from the sub inspection. With that said, there will be no requirement to notice the tenant for access at unit nine for the scheduled re-inspection on 1-6-2026 at 1:30 pm, which ironically is going on right now.

[Commissioner Emma Castro] (10:34 - 10:36)
All right. So, um, that email, is that in evidence?

[Defendant Hi Point 1522 LLC thru Khammar] (10:37 - 10:41)
It is part of, it is labeled exhibit C one moment.

[Commissioner Emma Castro] (11:08 - 11:09)
I have it. All right.

[Defendant Hi Point 1522 LLC thru Khammar] (11:09 - 13:01)
Uh, exhibit a, and I apologize. So that's fine. So exhibit a and B for your request from the hearing was you wanted proof that his roommate is using the intercom.

There's your proof. Your honor. Uh, it's, it's an exhibit B.

It shows his name's email address. He's using it actively using it. And therefore this unit has an intercom and has always had an intercom.

So this is just, you know, I don't need to keep bringing it up, but this is just another frivolous lawsuit. And this is part of why we're not as willing to work with him and give him a tandem spot because it just keeps on going. You know, he just keeps on filing.

He just keeps filing these cases, just different names that he finds somewhere on the internet. And, you know, to add to this, your honor, he has a website where he calls power property management, myself, the owners by name gives calls us racist. Um, just, just awful.

He has a sticker, a bumper, a huge magnet on the side of his car where he calls us racist and all these things. We've had fair housing complaints because of him, which is great. They clear us.

We've been cleared of all. So, I mean, it's just one of those things. I don't know when is this going to stop?

That's just really what it is. And it's the same complex parking intercom and parking intercom. There was a third one.

I don't want to call him that, but it's the same complaint that he always has. He's got his parking based on his lease intercom works. He's the only person in our entire company that has brought this issue up that he doesn't want to use his cell phone.

I mean, it's the same as what, you know, it's, it's 2025. It's not like you're paying for the service.

[Commissioner Emma Castro] (13:02 - 13:03)
How many units are in your building?

[Defendant Hi Point 1522 LLC thru Khammar] (13:04 - 13:10)
Um, 18 or 19. I could be wrong. Hold on.

I can double check 18, 18 units.

[Commissioner Emma Castro] (13:11 - 13:14)
And he's been, um, a tenant for a long time, correct?

[Defendant Hi Point 1522 LLC thru Khammar] (13:14 - 13:15)
Myself?

[Commissioner Emma Castro] (13:15 - 13:16)
No, Mr. Johnson.

[Defendant Hi Point 1522 LLC thru Khammar] (13:17 - 13:25)
I didn't say a long time, but I, I, I think Mr. Johnson knows better. I could be wrong, but that's a long time.

[Commissioner Emma Castro] (13:25 - 13:34)
Okay. Okay. All right.

Um, thank you, Mr. Uh, Johnson, two to five minutes. Any rebuttal?

[Plaintiff Geary Johnson] (13:34 - 15:19)
Uh, yes. Thank your honor. Uh, Mr. Kamara claims that he sent documents to me through the mail. I have not received any documents or any exhibits or any copies of anything that he claims to have filed with the court and anything that he's claiming today that he is quoting from. I have not received any of those things. Um, the, uh, owner has been in the property six times in the unit.

And during that time period, there was no indication. In fact, they were just here. The management company was just here yesterday.

They didn't give me a copy of any documents that would have referenced this court hearing. Um, I've received no communication from Mr. Khammar on the tandem parking. He's, I think he's claiming to the court that he's willing to do this, willing to do that for \$150, but he has not communicated that to me.

Maybe that could have avoided this court proceeding if he had done so, but there's been no communication. Um, let's see. Yes.

And there's been no emails that, uh, he says the city sent him an email and reference to them not coming out today to make further inspection. I have not received any communication whatsoever from the code enforcement department. So I, uh, talked to the owner, excuse me, talked to the owner who was here yesterday and they were inspecting the intercom and they were aware of the communication from the city and they never said to me that the city is not coming to inspect.

Um, Khammar says that the tandem parking would be \$150. He has not made that known to me, but that would be an outrageous amount of money to pay being that we already received parking for one stall and that parking is included in the rent. There's no justification for \$150 and I don't have any evidence.

[Commissioner Emma Castro] (15:19 - 15:39)
That's only if you wanted a tandem parking space. You have your parking space. Don't interrupt please.

I didn't interrupt you. You have your singular parking space as part of your rental agreement. So no one is telling you, you have to take a tandem parking space, but if you want one, it's at a cost of approximately \$150.

[Plaintiff Geary Johnson] (15:40 - 15:53)

Yes, your honor. I was told that the cost was \$50. That's what I was told repeatedly in writing by the previous owner and my roommate is not, is not using the intercom system.

I'm a witness to that. He does not use the intercom system.

[Commissioner Emma Castro] (15:55 - 18:04)

All right. Thank you. I do have a proof of service that you were sent the declaration of Ben Rannikin directed by the court and as part of a small, as part of a continuing small claims court trial, which includes the email that was read into the record by Thomas first name.

I'm sorry. Last name. Khammar.

Khammar. All right. And it, the proof of service was sent out to you on December 18th, 2025.

It was mailed to you at your home address, 1522 Hi Point street apartment nine to your name, area code, zip code, excuse me, 90035. It was filed with the court on December 31st. So a proof of service is attached to the documents that I received today.

So I don't know if you're having problems with your mail. If you are, you need to contact the post office. This is not a document in evidence, so it would not be uploaded into the digital evidence platform.

This is a document that has been filed with the court. It's in your electronic claim file under your name. It's a public record.

As far as these claims are concerned, they are public records. So I assume that you are looking to see if there are any additional documents, but nevertheless, I have a, a professional proof of service document as part of this trial brief that shows that you were mailed the documents at the address the court has stated on December 18th. So otherwise the court is going to take this matter under submission.

The court will issue its decision in approximately five to 10 days. This is going to take a little longer than I usually take because you have many documents, and that is not a negative comment, but there are many documents for the court to review in Mr. Johnson's digital evidence upload. Yes.

[Defendant Hi Point 1522 LLC thru Khammar] (18:04 - 18:22)

I just want to put for the record, as he does with every case, if he doesn't get the result that he wants, he files a complaint. And I, not to change anything, but I believe he also filed a complaint to the superior court judge against you for the past two years. Well, I received a copy of that.

[Commissioner Emma Castro] (18:23 - 18:25)

A party can file whatever they want.

[Defendant Hi Point 1522 LLC thru Khammar] (18:26 - 18:26)

Okay.

[Commissioner Emma Castro] (18:26 - 18:50)

All right. The court does not take that personally. All right.

So folks, thank you for appearing timely and wait for the court's decision. As I've indicated, it may take up to 10 days because of the amount of documents the court has to review. All right.

Have a good rest of the day. Thank you, Mr. Johnson. You may log off now. Happy New Year.

[Plaintiff Geary Johnson] (18:50 - 22:45)

Thank you, Your Honor. You too. Thank you.

[Judge Emma Castro]

You're welcome.

KHAMMAR SHOWS HATRED FOR BLACK TENANTS WHO COMPLAIN

So this is just, you know, I don't need to keep bringing it up, but this is just another frivolous lawsuit. And this is part of why we're not as willing to work with him and give him a tandem spot because it just keeps on going. You know, he just keeps on filing.

He just keeps filing these cases, just different names that he finds somewhere on the internet. And, you know, to add to this, your honor, he has a website where he calls power property management, myself, the owners by name gives calls us racist. Um, just, just awful.

He has a sticker, a bumper, a huge magnet on the side of his car where he calls us racist and all these things. We've had fair housing complaints because of him, which is great. They clear us.

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I just want to put for the record, as he does with every case, if he doesn't get the result that he wants, he files a complaint. And I, not to change anything, but I believe he also filed a complaint to the superior court judge against you for the past two years. Well, I received a copy of that.

Notes:

Exceptions to the California Invasion of Privacy Act

One exception to the act allows people to record a conversation without the knowledge or consent of the other parties involved if they have reason to believe they can collect evidence of a serious crime by doing so. For instance, a person who believes that they can get someone else to confess to murder would legally be allowed to record the conversation.

Another exception involves the “reasonable expectation of privacy.” If the conversation is taking place in a private home, there is a reasonable expectation that the conversation is private. However, if the conversation is taking place in a crowded street, or is happening in public at a loud volume, there is no expectation of privacy and it may be legal to record what is happening.

Under 18 USC § 1341 – Frauds and Swindles, anyone that devises or intends to devise a scheme to defraud, or obtain money or property by false or fraudulent pretenses shall be fined no more than \$1,000,000 or imprisoned for a maximum term of 30 years, or both. On the other hand, the federal penalties for **health care fraud** includes fines and a maximum term of imprisonment of 10 years, or both.

If the violation resulted in bodily injury, then the defendant faces up to 20 years in prison. It’s apparent that the penalties for a federal fraud crime have the potential to be severe; therefore, in the face of federal fraud charges, it’s essential that you enlist the services of a knowledgeable and experienced **federal crime** lawyer to protect your rights.

Link showing Intercom does not work.

COMMENTARY

That was a rough one. So they claim they sent me something in the mail.

She's accepting that. I didn't receive anything in the mail, although they did try to send me something by certified mail, but I made it very clear to the court, which was, you know, very correct, that I didn't receive the documents. So I'm not going to really ever receive the documents because they're claiming they sent them and I didn't get them.

So that was the package that they sent certified mail. Notice that he didn't say that they were sent certified mail because then if he had said that to the court, then the court would have said, did Mr. Johnson pick the documents up? And then he would have said no.

But I don't have the documents, so I don't know if he sent them certified mail or not. And then he's talking about we could have the parking for \$150, but he has never notified me of that. So why does he wait now to tell me about that?

And why would we pay \$150? No, no, no, no. He's talking about a tandem stall.

We're not going to pay \$150. That's \$150 for one extra car to be parked. So that's \$150 for one car.

That would essentially also be an illegal rent increase. But anyway, it's nice to hear what he has to say about me because, and he's claiming that the says the intercom's working. The intercom's not working.

I've given them evidence that the intercom's not working. So they're not coming out today to inspect. And I didn't get any information of that nature.

So anyway, now I've got to go and write the, this is going to be good. I'm going to write the city council. I'm going to write the building and safety, and I'm going to write the housing department and say, I want a copy of that letter, which Mr. Kamara is claiming he received where the city said the intercom system is working. And I'm going to give them a copy of the, the what you call it, the copy of the website, not website, copy the link to the internet showing that I tested the intercom system and neither one works. So I want to know what kind of prejudicial biased favor system that the mayor and the council people are running that prejudices against me. So anyway, that's good.

I mean, it's good. You know, of course it's going to keep going. I don't know what the judge is going to say, but the judge does not stop me when I have a right and I have an ongoing continuing rental agreement.

It's a continuing claim here. So anyway, but that's good. I mean, they're basically full of shit.

They said they mailed it out to me. I faxed them and I said, you know, please send me a copy. Do not mail me anything certified mail.

And they didn't do it. So the judge just accepts it. And within even my exhibits, I even have proof that they received my exhibits.

So this is not even, well anyway, I can access it on the court website since they said it was filed with the court, but you can't file something with the court and this type of proceeding. All you can do is submit digital evidence. You can't file anything.

Anyway, that's it. So I guess the city is not coming to inspect and then the matter continues. So that's all I can say.

Why would the city say the intercom is working? It's not working. All they have to do is come out and test it.

It's not working. I like to see what that letter says. So anyway, now that's going to be a claim for damages against the city.

So I'm going to have to write them right now and tell them I want a copy of that letter. Okay. Gary Johnson here.

Talk to you later.

(Transcribed by TurboScribe.ai. Go Unlimited to remove this message.)

1 Benjamin Renkainen, Field Inspector
2 Power Property Management, Inc.
3 8885 Venice Blvd, Suit 205
4 Los Angeles, CA 90034
5 Phone: 310-593-3955
6 Email: benjamin@powerpropertygrp.com
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SMALL CLAIMS**
10 **STANLEY MOSK COURTHOUSE**

12 GEARY J. JOHNSON,
13 Plaintiff,

14 vs.

15 HI POINT 1522 LLC, a corporation,
16 Defendant.

Case No. 25STSC03297
Dept. "90"

**DECLARATION OF BEN RENKAINEN
AS DIRECTED BY COURT AND IN
ADVANCE OF CONTINUED SMALL
CLAIMS TRIAL**

Date: January 6, 2026
Time: 1:30 p.m.
Dept: 90

Complaint Filed: 08/04/2025
Non-Jury Trial Date: 01/06/2026

20 **TO ALL PARTIES AND TO THIS HONORABLE COURT:**

21 I, Ben Renkainen, hereby declarant as follows:

22
23 1. I am a Field Inspector for Power Property Management, Inc. ("PPM"), the property
24 manager for the subject property located at 1522 S. Hi Point St., Los Angeles, CA 90035 (the subject
25 "Building"), where Plaintiff Geary J. Johnson ("Plaintiff") is a co-tenant of Unit number 9 (the
26 subject "Premises"). The owner of the subject Building and Premises is Defendant property owner
27 herein, 1522 Hi Point, LLC ("Hi Point"). The following information is known to me of my own
28 personal knowledge, unless indicated otherwise, and if called and sworn as a witness I could testify

1 competently thereto. I am authorized to make this Declaration for Hi Point. This Declaration is
2 submitted at the direction of this Court following the parties' small claims trial proceeding that
3 occurred on October 30, 2025.

4 2. At the parties' October 30, 2025 proceeding, Hi Point submitted information
5 (including two prior case numbers) evidencing the fact Plaintiff Geary J. Johnson ("Plaintiff") has
6 already litigated (and lost) multiple prior small claims cases involving the same facts and
7 circumstances alleged in the instant action. Notwithstanding, this Court reviewed evidence and heard
8 oral argument from the parties. At the conclusion of the October 30, 2025 proceeding, this Court
9 continued the instant small claims proceeding to January 6, 2026, at 1:30 p.m. The Court further
10 directed Hi Point to submit a declaration not later than December 20, 2025, containing the further
11 information set forth below.

12 3. Specifically, this Court directed Hi Point to submit a declaration showing a) Plaintiff's
13 roommate has been registered with and has been using the subject Building's intercom system; and
14 b) any Los Angeles Housing Department ("LAHD") concerns regarding the intercom at the subject
15 Building and Premises have been cleared by the LAHD. As described below and in the attached
16 Exhibits, all such information requested by the Court has been procured by Hi Point and attached to
17 this Declaration.

18 4. First, Plaintiff's roommate (Byron Wilson) has been registered to use the intercom
19 unit and has been regularly using same since it was installed. Attached hereto as Exhibit A are true
20 and correct copies of the intercom company's (Akuvox) website pages that show Mr. Wilson is
21 registered to use the intercom at the Building and Premises. We have redacted information for the
22 Building's other tenants and for Mr. Wilson's email and all but the last four digits of his phone
23 number for privacy reasons. Attached hereto as Exhibit B are true and correct copies of Akuvox
24 website pages showing Mr. Wilson's actual use of the intercom at the Building and Premises over
25 the last month (November 17, 2025 through December 15, 2025). As shown in Exhibit B, Mr.
26 Wilson used the intercom 27 times between those dates (less than a month).

27 5. I met with the City Inspector, Fabian Gonzalez, as well as his supervisor, Steven
28 Harrison, at the Building on November 21, 2025, for an inspection of various issues that included

1 Plaintiff's concerns about the intercom. Plaintiff attended that portion of the inspection that
2 concerned his unit (number 9 aka the subject Premises herein). At the inspection, Plaintiff made the
3 same allegations that Plaintiff has already litigated and lost in his prior small claims cases and again
4 (for a third time) in this Court, i.e., that Hi Point should be forced to install an interface screen inside
5 of his unit and pay for his Wifi access. The LAHD rejected such assertions, as discussed below.

6 6. On December 16, 2025, I received an email from the LAHD's Senior Inspector, Mr.
7 Harrison. As set forth therein, the LAHD will not be enforcing any correction to the intercom system
8 for the Building or the Premises occupied by Plaintiff. As stated by Mr. Harrison, "There will be no
9 further code enforcement oversight of the intercom issue - it has been cleared from this SCEP
10 Inspection process." A true and correct copy of that email is attached hereto as Exhibit C.

11 7. Hi Point submits that even if Plaintiff has not already litigated and lost two prior cases
12 concerning the same issues, the further evidence requested by this Court (attached to this
13 Declaration) show clearly the Building's intercom is functioning properly and is not proper fodder
14 for any claims in this (or any) court.

15 I declare under penalty of perjury under the law of the State of California that the foregoing
16 is true and correct. Executed on this 17th day of December, 2025, at Los Angeles, California.

17 
18 _____
19 BEN RENKAINEN

EXHIBIT A

1522 HI POINT >> Resident >> View

- Dashboard
- Apartments
- Resident
- Visitor & Staff
- Access Group
- Logs
- Alarm Records
- Smart Parking
- Library
- Messages
- Devices
- Bookings
- Subscriptions
- Payments
- Settings
- User Agreement

Basic Information

Reset Password Delete Edit

UID	335102888
Name	Byron Wilson Member
Building	TENANTS
APT	9 (Floor 1)
APT Name	--
Active	Normal
Expiration Time	2026-01-06 07:59:59
App Status	Registered
Email	[REDACTED]
Country / Region	(+1)United States/Canada
Mobile Number	[REDACTED] 1072
Landline Number	--
Remark	--

Accessible Floors

Accessible Floors -

Access Type

<input type="checkbox"/> PIN	<input type="checkbox"/> RF Card	<input type="checkbox"/> Face ID	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> License Plate	<input type="button" value="New"/>
PIN		Created By			
****		Resident			

Access Group

Edit

Name	Device
Resident-Building TENANTS	1522 Hi Point St Los Angeles, CA 90035

EXHIBIT B

1122 HI POINT - Log

View Log | Call History | Capture Video | Temperature Log | Detection Log | Operation Log

Event logs will be kept for 18 days

Log Type: All | Date: [] | [] | [] | Device: All | [] | [] | Device Location: All | [] | [] | Action: All | []

Key: [] | CI Smart | Export Log

Occurred On	Building	Device Location	Initiated By	APT	Log Type	Action	Key	Response	Detail	Capture & Video
2025-12-01 14:24:16	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	Eyran Nizim	9075ee (1)	Door Release	1122 HI, Floor 9	****	Success	-	
2025-12-01 13:07:09	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	Eyran Nizim	9075ee (1)	Door Release	1122 HI, Floor 9	****	Success	-	
2025-12-01 11:26:46	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	Eyran Nizim	9075ee (1)	Door Release	1122 HI, Floor 9	****	Success	-	
2025-12-01 11:00:14	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	Eyran Nizim	9075ee (1)	Door Release	1122 HI, Floor 9	****	Success	-	
2025-12-01 11:25:02	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	Eyran Nizim	9075ee (1)	Door Release	1122 HI, Floor 9	****	Success	-	
2025-12-01 11:08:07	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	none	9075ee (1)	Call	Call	-	-	-	
2025-12-01 11:08:16	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	Eyran Nizim	9075ee (1)	Door Release	1122 HI, Floor 9	****	Success	-	
2025-12-01 11:08:16	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	Eyran Nizim	9075ee (1)	Door Release	1122 HI, Floor 9	****	Success	-	
2025-12-01 11:07:03	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	Eyran Nizim	9075ee (1)	Door Release	1122 HI, Floor 9	****	Success	-	
2025-12-01 11:08:27	1122 HI	1122 HI, Floor 9, Los Angeles, CA 90015-48...	none	9075ee (1)	Call	Call	-	-	-	

- Dashboard
- Accounts
- Product
- Users & Roles
- Access Group
- Logs
- Alarm Records
- Event History
- License
- Message
- Device
- Package
- Subscription
- Payment
- Setting
- Doc Agreement

11213E POCVT Log

View Log | Call History | Camera & Video | Temperature Log | Direction Log | System Log

View logs will be kept for 30 days

Log Type: All | Date: [] | Building: 44 | APT: 4 | Device Location: 44 | Interval: 15

Go: [] Search [] Export Log []

Suggested On	Building	Device Location	Initiated By	APT	Log Type	Action	Exp	Response	Device	Capture & Video
2024-11-26 11:14:41	11213E	11213E Room 44 Los Angeles, CA 90011, PE...	Steve Wilson	4 (Floor 4)	Door Exited	201 Device	***	Success	---	
2024-11-26 11:14:33	11213E	11213E Room 44 Los Angeles, CA 90011	Hubo	4 (Floor 4)	Call	Call	---	---	---	
2024-11-26 11:14:31	11213E	11213E Room 44 Los Angeles, CA 90011, PE...	Steve Wilson	4 (Floor 4)	Door Exited	201 Device	***	Success	---	
2024-11-27 11:17:08	11213E	11213E Room 44 Los Angeles, CA 90011, PE...	Steve Wilson	4 (Floor 4)	Door Exited	201 Device	***	Success	---	
2024-11-27 11:14:49	11213E	11213E Room 44 Los Angeles, CA 90011	Hubo	4 (Floor 4)	Call	Call	---	---	---	
2024-11-26 11:14:48	11213E	11213E Room 44 Los Angeles, CA 90011, PE...	Steve Wilson	4 (Floor 4)	Door Exited	201 Device	***	Success	---	
2024-11-25 11:16:40	11213E	11213E Room 44 Los Angeles, CA 90011, PE...	Steve Wilson	4 (Floor 4)	Door Exited	201 Device	***	Success	---	
2024-11-26 11:14:39	11213E	11213E Room 44 Los Angeles, CA 90011, PE...	Steve Wilson	4 (Floor 4)	Door Exited	201 Device	***	Success	---	
2024-11-24 11:14:36	11213E	11213E Room 44 Los Angeles, CA 90011	Hubo	4 (Floor 4)	Call	Call	---	---	---	
2024-11-24 11:14:28	11213E	11213E Room 44 Los Angeles, CA 90011	Hubo	4 (Floor 4)	Call	Call	---	---	---	

Akuvox

- Dashboard
- Approvals
- Accounts
- Users & Profiles
- Admin Group
- Logs**
- View Branch
- Smart Parking
- Users
- Messages
- Devices
- Settings
- Subscription
- Permits
- Support
- Doc Agreement

1022 BE POINT --> Logs

[View Logs](#) [Call History](#) [Capture & Filter](#) [Suspension Logs](#) [Deactivation Logs](#) [System Logs](#)

View logs will be kept for 30 days.

Log Type: All | Date: -- | Building: All | APT: 9 | Device Location: All | Search By: Action: All

Key:

Scheduled On	Building	Device Location	Submitted By	APT	Log Type	Action	Key	Response	Detail	Capture & Filter
2023-01-01 10:40:58	TEGO075	1022 BE Point St Los Angeles, CA 90017	John	9 (Floor 1)	Call	Call	--	--	--	
2023-01-02 14:40:11	TEGO075	1022 BE Point St Los Angeles, CA 90017	John Wilson	9 (Floor 1)	Door Release	POC Device	****	Success	--	
2023-01-02 17:54:48	TEGO075	1022 BE Point St Los Angeles, CA 90017	John Wilson	9 (Floor 1)	Door Release	POC Device	****	Success	--	
2023-01-02 18:18:18	TEGO075	1022 BE Point St Los Angeles, CA 90017	John Wilson	9 (Floor 1)	Door Release	POC Device	****	Success	--	
2023-01-18 10:10:17	TEGO075	1022 BE Point St Los Angeles, CA 90017	John Wilson	9 (Floor 1)	Door Release	POC Device	****	Success	--	
2023-01-18 11:28:17	TEGO075	1022 BE Point St Los Angeles, CA 90017	John Wilson	9 (Floor 1)	Door Release	POC Device	****	Success	--	
2023-01-17 11:14:21	TEGO075	1022 BE Point St Los Angeles, CA 90017	John Wilson	9 (Floor 1)	Door Release	POC Device	****	Success	--	

EXHIBIT C



Benjamin Renkainen <benjamin@powerpropertygrp.com>

1522 Hi Point Inspection

Steven Harrison <steven.harrison@lacity.org>

Tue, Dec 16, 2025 at 2:04 PM

To: Benjamin Renkainen <benjamin@powerpropertygrp.com>

Cc: Fabian Gonzalez <fabian.gonzalez@lacity.org>, Bessy Cerna <maintenance@powerpropertygrp.com>, Luis Rodriguez <luis@powerpropertygrp.com>

Good afternoon Mr. Renkainen,

Code Enforcement has reviewed and accepted your response and repair effort for the updated intercom system provided for the residents through our Re-Inspection activities conducted thus far.

There will be no further code enforcement oversight of the intercom issue - it has been cleared from this SCEP Inspection process. With that said, there will be no requirement to notice the tenant for access at unit 9 for the scheduled re-inspection with Inspector Gonzalez on 1/6/2026 @ 1:30PM. Only units 6 and 10 are required for access to confirm the full compliance status of the items as you have indicated in your earlier email for those two units.

Thank you for your compliance efforts and for your cooperation with the department in the Systematic Code Enforcement Program.

[Quoted text hidden]

—

Steven Harrison

Senior Housing Inspector

Regulatory Code & Compliance Bureau
South Regional/CODE ENFORCEMENT/SCEP
Los Angeles Housing Department
E: steven.harrison@lacity.org
C: 213.663.4349



- NOTICE TO ALL PLAINTIFFS AND DEFENDANTS -

Your small claims case has been decided. If you lost the case, and the court ordered you to pay money, your wages, money, and property may be taken without further warning from the court. Read the back of this sheet for important information about your rights.

- AVISO A TODOS LOS DEMANDANTES Y DEMANDADOS -

Su caso ha sido resuelto por la corte para reclamos judiciales menores. Si la corte ha decidido en su contra y ha ordenado que usted pague dinero, le pueden quitar su salario, su dinero, y otras cosas de su propiedad, sin aviso adicional por parte de esta corte. Lea el reverso de este formulario para obtener informacion de importancia acerca de sus derechos.

PLAINTIFF/DEMANDANTE

Geary J. Johnson
1522 Hi Point St 9
Los Angeles, CA 90035

DEFENDANT/DEMANDADO

Hi Point Apts LLC
226 Carroll Canal
Venice, CA 90291

NOTICE OF ENTRY OF JUDGMENT

JUDGMENT WAS ENTERED AS STATED BELOW ON (DATE): 02/16/2022

Court orders judgment entered for Plaintiff Geary J. Johnson against Defendant Hi Point Apts LLC., (A Corporation) on the Plaintiff's Claim filed by Geary J. Johnson on 12/03/2021 for the principal amount of \$479.99 and costs of \$90.00 for a total of \$569.99.

Waived fees and costs in the amount of \$50.00, including those incurred after judgment, must be paid directly to the court by Defendant Hi Point Apts LLC., (A Corporation). A full or partial satisfaction of judgment will not be entered unless waived fees are paid per Government Code section 68637(b)(1). An Administrative fee of \$25.00 must be assessed if the collection process is initiated to collect unpaid fees per Government Code section 68638.

Enforcement of the judgment is automatically postponed for 30 days or, if an appeal is filed, until the appeal is decided.

CLERK'S CERTIFICATE OF MAILING - I certify that I am not a party to this action. This *Notice of Entry of Judgment* was mailed first class, postage prepaid, in a sealed envelope to the parties at the addresses shown above. The mailing and this certification occurred at the place and on the date shown below.

Place of mailing: Los Angeles CA 90012

Date of mailing: 02/16/2022

Sherri R. Carter, Executive Officer / Clerk of Court

T. Kelley

Clerk by _____, Deputy

- The county provides small claims advisor services free of charge. Read the information sheet on the reverse.

INFORMATION AFTER JUDGMENT / INFORMACION DESPUES DEL FALLO DE LA CORTE

Your small claims case has been decided. The **judgment** or decision of the court appears on the front of this sheet. The court may have ordered one party to pay money to the other party. The person (or business) who won the case and who can collect the money is called the **judgment creditor**. The person (or business) who lost the case and who owes the money is called the **judgment debtor**.

Enforcement of the judgment is postponed until the time for appeal ends or until the appeal is decided. This means that the judgment creditor cannot collect any money or take any action until this period is over. Generally, both parties may be represented by lawyers after judgment.

IF YOU LOST THE CASE . . .

1. If you lost the case on your own claim and the court did not award you any money, the court's decision on your claim is **FINAL**. You may not appeal your own claim.
 2. If you lost the case and the court ordered you to pay money, your money and property may be taken to pay the claim unless you do one of the following things:
 - a. **PAY THE JUDGMENT**
The law requires you to pay the amount of the judgment. You may pay the judgment creditor directly, or pay the judgment to the court for an additional fee. You may also ask the court to order monthly payments you can afford. Ask the clerk for information about these procedures.
 - b. **APPEAL**
If you disagree with the court's decision, you may appeal the decision *on the other party's claim*. You may not appeal the decision on your own claim. However, if any party appeals, there will be a new trial on *all* the claims. If you appeared at the trial, you *must* begin your appeal by filing a form called a *Notice of Appeal* (form SC-140) and pay the required fees within 30 days after the date this *Notice of Entry of Judgment* was mailed or handed to you. Your appeal will be in the superior court. You will have a **new trial** and you must present your evidence again. You may be represented by a lawyer.
 - c. **VACATE OR CANCEL THE JUDGMENT**
If you did not go to the trial, you may ask the court to vacate or cancel the judgment. To make this request, you must file a *Motion to Vacate the Judgment* (form SC-135) and pay the required fee *within 30 days* after the date this *Notice of Entry of Judgment* was mailed. If your request is denied, you then have 10 days from the date the notice of denial was mailed to file an appeal. The period to file the *Motion to Vacate the Judgment* is 180 days if you were *not properly served* with the claim. The 180-day period begins on the date you found out or should have found out about the judgment against you.
- b. **VOLUNTARY PAYMENT**
Ask the judgment debtor to pay the money. If your claim was for possession of property, ask the judgment debtor to return the property to you. **THE COURT WILL NOT COLLECT THE MONEY OR ENFORCE THE JUDGMENT FOR YOU.**
 - c. **STATEMENT OF ASSETS**
If the judgment debtor does not pay the money, the law requires the debtor to fill out a form called the Judgment Debtor's Statement of Assets (form SC-133). This form will tell you what property the judgment debtor has that may be available to pay your claim. If the judgment debtor willfully fails to send you the completed form, you may file an *Application and Order to Produce Statement of Assets and to Appear for Examination* (form SC-134) and ask the court to give you your attorney's fees and expenses and other appropriate relief, after proper notice, under Code of Civil Procedure section 708.170.
 - d. **ORDER OF EXAMINATION**
You may also make the debtor come to court to answer questions about income and property. To do this, ask the clerk for an *Application and Order for Appearance and Examination (Enforcement of Judgment)* (form EJ-125) and pay the required fee. There is a fee if a law officer serves the order on the judgment debtor. You may also obtain the judgment debtors financial records. Ask the clerk for the *Small Claims Subpoena and Declaration* (form SC-107) or *Civil Subpoena Duces Tecum* (form SUBP-002).
 - e. **WRIT OF EXECUTION**
After you find out about the judgment debtor's property, you may ask the court for a *Writ of Execution* (form EJ-1 30) and pay the required fee. A writ of execution is a court paper that tells a law officer to take property of the judgment debtor to pay your claim. Here are some examples of the kinds of property the officer may be able to take: **wages, bank account, automobile, business property, or rental income**. For some kinds of property, you may need to file other forms. See the law officer for information.

IF YOU WON THE CASE . . .

1. If you were sued by the other party and you won the case, then the other party may not appeal the court's decision.
 2. If you won the case and the court awarded you money, here are some steps you may take to collect your money or get possession of your property:
 - a. **COLLECTING FEES AND INTEREST**
Sometimes fees are charged for filing court papers or for serving the judgment debtor. These extra costs can become part of your original judgment. To claim these fees, ask the clerk for a *Memorandum of Costs*.
- f. **ABSTRACT OF JUDGMENT**
The judgment debtor may own land or a house or other buildings. You may want to put a lien on the property so that you will be paid if the property is sold. You can get a lien by filing an *Abstract of Judgment* (form EJ-001) with the county recorder in the county where the property is located. The recorder will charge a fee for the *Abstract of Judgment*

NOTICE TO THE PARTY WHO WON: As soon as you have been paid in full, you *must* fill out the form below and mail it to the court *immediately* or you may be fined. If an *Abstract of JUDGMENT* has been recorded, you must use another form; see the clerk for the proper form.

SMALL CLAIMS CASE NO.:21STSC04574

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT
(Do not use this form if an Abstract of Judgment has been recorded.)

To the Clerk of the Court:
I am the [] judgment creditor [] assignee of record.
I agree that the JUDGMENT in this action has been paid in full or otherwise satisfied.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE)

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

Clerk stamps date here when form is filed

FILED
 Superior Court of California
 County of Los Angeles
12/03/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Chan Deputy

Fill in court name and street address:

Superior Court of California, County of Los Angeles

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

Court fills in case number when form is filed.

Case Number: 21STSC04574

**Case Name: JOHNSON
 VS
 HI POINT APTS LLC**

Notice to the person being sued:

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

Aviso al Demandado:

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

Order to Go to Court

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

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

Instructions for the person suing:

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

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

Plaintiff (list names):
GEARY J. JOHNSON

Case Number:
21STSC04574

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

Name: GEARY J. JOHNSON Phone: 323-807-3099
Street address: 1522 HI POINT ST 9 LOS ANGELES CA 90035
Street City State Zip
Mailing address (if different): _____
Street City State Zip
Email address (if available): TAINMOUNT@SBCGLOBAL.NET

If more than one plaintiff, list next plaintiff here:

Name: _____ Phone: _____
Street address: _____
Street City State Zip
Mailing address (if different): _____
Street City State Zip
Email address (if available): _____

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

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

Name: HI POINT APTS LLC, (A CORPORATION) Phone: 310-895-6693
Street address: 226 CARROLL CANAL VENICE CA 90291
Street City State Zip
Mailing address (if different): _____
Street City State Zip

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

Name: WALTER BARRATT Job title, if known: OWNER
Address: 226 CARROLL VENICE CA 90291
Street City State Zip

- Check here if your case is against more than one defendant and attach form SC-100A.
- Check here if any defendant is on active military duty and write defendant's name here: _____

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

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

a. Why does the defendant owe the plaintiff money?
RENT PAID APPROX. \$1500 EACH MONTH FOR REPAIRS BUT REPAIRS TO INTERCOM NOT MADE.
RENT PAID FOR PARKING FOR TWO CARS BUT SECOND OR TANDEM STALL NOT RECEIVED.
OWNER PLACED VALUE OF PARKING AT \$50 PER MONTH. CITY PLACED VALUE AT \$200 PER
MONTH. CC CODE SECTION 1941.1, CC SECTION 1942.4, CC 1942.4 INTERFERENCE WITH
PEACEFUL ENJOYMENT OF THE PREMISES. DEFENDANT STOPPED REPAIR PERSONNEL FROM
ENTERING THE UNIT. CC SECTION 1942.4(B)(1). THE RENT AGREEMENT IS ENTITLEMENT.

Plaintiff (list names):

GEARY J. JOHNSON

Case Number:

21STSC04574

- 3 b. When did this happen? (Date): _____
 If no specific date, give the time period: Date started: MAY 15, 2021 Through: JULY 8, 2021
- c. How did you calculate the money owed to you? (Do not include court costs or fees for service.)
INTERCOM IN UNIT IS NOT IN USEFUL CONDITION. NEGLIGENCE, NUISANCE, CC SECTION 1942.2, CC 1942.4(B)(1), CC SECTION 1940.2 ENTITLED ME TO UP TO \$2,000 FOR EACH VIOLATION. INTERCOM PURCHASE ABOUT \$25.00. ELECTRIC COST OF HAVING TO MOVE CAR FOR STREET SWEEPING OR GROCERIES, PARKING LOSS \$50.00 PER MONTH. GENERAL DAMAGES.

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

- 4 You must ask the defendant (in person, in writing, or by phone) to pay you before you sue. If your claim is for possession of property, you must ask the defendant to give you the property. Have you done this?
 Yes No If no, explain why:
LETTER DEMANDING PAYMENT OF DAMAGES WAS SERVED ON THE DEFENDANT BY EMAIL. (THIS CLAIMS IS NOT FOR POSESSION OF PROPERTY).

- 5 Why are you filing your claim at this courthouse?
 This courthouse covers the area (check the one that applies):
- a. (1) Where the defendant lives or does business. (4) Where a contract (written or spoken) was made, signed, performed, or broken by the defendant or where the defendant lived or did business when the defendant made the contract.
 (2) Where the plaintiff's property was damaged.
 (3) Where the plaintiff was injured.
- b. Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim, is about an offer or contract for personal, family, or household goods, services, or loans. (Code Civ. Proc., § 395(b).)
- c. Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). (Civ. Code, § 1812.10.)
- d. Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. (Civ. Code, § 2984.4.)
- e. Other (specify): _____

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

7 Is your claim about an attorney-client fee dispute? Yes No
 If yes, and if you have had arbitration, fill out form SC-101, attach it to this form, and check here:

8 Are you suing a public entity? Yes No
 If yes, you must file a written claim with the entity first. A claim was filed on (date): _____
 If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.

Plaintiff (list names):

GEARY J. JOHNSON

Case Number:

21STSC04574

9 Have you filed more than 12 other small claims within the last 12 months in California?
 Yes No *If yes, the filing fee for this case will be higher.*

10 Is your claim for more than \$2,500? Yes No
If you answer yes, you also confirm that you have not filed, and you understand that you may not file, more than two small claims cases for more than \$2,500 in California during this calendar year.

11 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

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

Date: 12/2/21

GEARY J. JOHNSON
Plaintiff types or prints name here

Geary J. Johnson
Plaintiff signs here

Date: _____

Second plaintiff types or prints name here

Second plaintiff signs here

Requests for Accommodations

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

"Small claims court" is a special court where claims for \$10,000 or less are decided. Individuals, including "natural persons" and sole proprietors, may claim up to \$10,000. Corporations, partnerships, public entities, and other businesses are limited to claims of \$5,000. (See below for exceptions.)* The process is quick and cheap. The rules are simple and informal. You are the *defendant*—the person being sued. The person who is suing you is the *plaintiff*.

Do I need a lawyer? You may talk to a lawyer before or after the case. But you *may not* have a lawyer represent you in court (unless this is an appeal from a small claims case).

How do I get ready for court? You don't have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and evidence that support your case. And read "Be Prepared for Your Trial" at www.courts.ca.gov/smallclaims/prepare.

What if I need an accommodation? If you have a disability or are hearing impaired, fill out form [MC-410, Disability Accommodation Request](#). Give the form to your court clerk or the ADA/Access Coordinator.

What if I don't speak English well? Ask the court clerk as soon as possible for a court-provided interpreter. You may use form [INT-300, Request for Interpreter \(Civil\)](#) or a local court form to request an interpreter. If a court interpreter is unavailable for your trial, it may be necessary to reschedule your trial. You cannot bring your own interpreter for the trial unless the interpreter has been approved by the court as a certified, registered, or provisionally qualified interpreter. (See Cal. Rules of Court, rule 2.893, and form [INT-140](#).)

Where can I get the court forms I need? Go to any courthouse or your county law library, or print forms at www.courts.ca.gov/forms.

What happens at the trial? The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I lose the case? If you lose, you may appeal. You'll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- If you were at the trial, file form [SC-140, Notice of Appeal](#). You must file within 30 days after the clerk hands or mails you the judge's decision (judgment) on form [SC-200](#) or form [SC-130, Notice of Entry of Judgment](#).
- If you were *not* at the trial, fill out and file form [SC-135, Notice of Motion to Vacate Judgment and Declaration](#), to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File form [SC-140](#).

For more information on appeals, see www.courts.ca.gov/smallclaims/appeals.

Do I have options? Yes. If you are being sued you can:

- **Settle your case before the trial.** If you and the plaintiff agree on how to settle the case before the trial, the plaintiff must file form [CIV-110, Request for Dismissal](#) or a written and signed settlement agreement with the clerk. Ask the Small Claims Advisor for help.

- **Prove this is the wrong court.** Send a letter to the court *before* your trial explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done so.)
- **Go to the trial and try to win your case.** Bring witnesses, receipts, and any evidence you need to prove your case. To have the court order a witness to go to the trial, fill out form [SC-107, Small Claims Subpoena and Declaration](#), and have it served on the witness.
- **Sue the person who is suing you.** If you have a claim against the plaintiff, and the claim is appropriate for small claims court as described on this form, you may file *Defendant's Claim* (form [SC-120](#)) and bring the claim in this action. If your claim is for more than allowed in small claims court, you may still file it in small claims court if you give up the amount over the small claims value amount, or you may file a claim for the full value of the claim in the appropriate court. If your claim is for more than allowed in small claims court and relates to the same contract, transaction, matter, or event that is the subject of the plaintiff's claim, you may file your claim in the appropriate court and file a motion to transfer the plaintiff's claim to that court to resolve both matters together. You can see a description of the amounts allowed in the paragraph above, titled "Small Claims Court."

- **Agree with the plaintiff's claim and pay the money.** Or, if you can't pay the money now, go to your trial and say you want to make payments.

- **Let the case "default."** If you don't settle and do not go to the trial (default), the judge may give the plaintiff what he or she is asking for plus court costs. If this happens, the plaintiff can legally take your money, wages, and property to pay the judgment.

What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial), or
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county).

Ask the Small Claims Clerk about the rules and fees for postponing a trial. Or fill out form [SC-150](#) (or write a letter) and mail it to the court and to all other people listed on your court papers before the deadline. Enclose a check for your court fees, unless a fee waiver was granted.



Need help?

Your county's Small Claims Advisor can help for free.

Small Claims Court Advisory Program
<http://dca.lacounty.gov>
 Monday - Friday, 8:00 a.m. - 4:30 p.m.
 (213) 974-9759 or (800) 593-8222

Or go to www.courts.ca.gov/smallclaims/adv/scr

* Exceptions: Different limits apply in an action against a defendant who is a guarantor. (See Code Civ. Proc., § 118.220(c).) Limits do not apply in an action to recover COVID-19 rental debt. (See Code Civ. Proc., §§ 118.223 & 1179.02; form SC-500.)

La "Corte de reclamos menores" es una corte especial donde se deciden casos por \$10,000 o menos. Los individuos, o sea las "personas físicas" y los propietarios por cuenta propia, pueden reclamar hasta \$10,000. Las corporaciones, asociaciones, entidades públicas y otras empresas solo pueden reclamar hasta \$5,000. (Vea abajo para las excepciones.*) El proceso es rápido y económico. Las reglas son sencillas e informales. Usted es el Demandado—la persona que se está demandando. La persona que lo está demandando es el Demandante.

¿Necesito un abogado? Puede hablar con un abogado antes o después del caso. Pero no puede tener a un abogado que lo represente ante la corte (a menos que se trate de una apelación de un caso de reclamos menores).

¿Cómo me preparo para ir a la corte? No tiene que presentar ningún documento antes del juicio, a menos que piense que ésta es la corte equivocada para su caso. Pero lleve al juicio cualquier testigos, recibos y pruebas que apoyan su caso. Y lea "Esté preparado para su juicio" en www.courts.ca.gov/reclamasmenores/preparesse.

¿Qué hago si necesito una modificación? Si tiene una discapacidad o tiene impedimentos de audición, llene el formulario MC-410, *Solicitud de modificaciones para discapacidad*. Entregue el formulario al secretario de la corte o al Coordinador de Acceso/ADA de su corte.

¿Qué pasa si no hablo bien inglés? Solicite un intérprete al secretario de la corte lo más pronto posible. Puede usar el formulario INT-300 o un formulario de su corte local. Si no está disponible un intérprete de la corte para su juicio, es posible que se tenga que cambiar la fecha de su juicio. No puede llevar su propio intérprete para el juicio a menos que el intérprete haya sido aprobado por la corte como un intérprete certificado, registrado, o provisionalmente calificado. (Vea la regla 2.893 de las Reglas de la Corte de California, y el formulario INT-140.)

¿Dónde puedo obtener los formularios de la corte que necesito? Vaya a cualquier edificio de la corte, la biblioteca legal de su condado, o imprima los formularios en www.courts.ca.gov/smallclaims/forms (página está en inglés).

¿Qué pasa en el juicio? El juez escuchará a ambas partes. El juez puede tomar su decisión durante la audiencia o enviársela por correo después.

¿Qué pasa si pierdo el caso? Si pierde, puede apelar. Tendrá que pagar una cuota. (El Demandante no puede apelar su propio reclamo.)

• Si estuvo presente en el juicio, llene el formulario SC-140, *Aviso de apelación (Notice of Appeal)*. Tiene que presentarlo dentro de 30 días después de que el secretario le entregue o envíe la decisión (fallo) del juez en el formulario SC-200 o SC-130, *Aviso de publicación del fallo (Notice of Entry of Judgment)*.

• Si no estuvo en el juicio, llene y presente el formulario SC-135, *Aviso de petición para anular el fallo y Declaración para pedirle al juez que anule el fallo (decisión)*. Si la corte no le otorga un nuevo juicio, tiene 10 días para apelar la decisión. Presente el formulario SC-140.

Para obtener más información sobre las apelaciones, vea www.courts.ca.gov/reclamasmenores/apelaciones.

¿Tengo otras opciones? Sí. Si lo están demandando, puede:

• **Resolver su caso antes del juicio.** Si usted y el Demandante se ponen de acuerdo en cómo resolver el caso antes del juicio, el Demandante tiene que presentar el formulario CIV-110 *Solicitud de desestimación (Request for Dismissal)* o un acuerdo de resolución escrito y firmado al secretario de la corte. Pídale al Asesor de Reclamos Menores que lo ayude.

• **Probar que es la corte equivocada.** Envíe una carta a la corte antes del juicio explicando por qué cree que es la corte equivocada. Pídale a la corte que desista el reclamo. Tiene que entregar (dar) una copia de su carta (por correo o en persona) a todas las partes. (Su carta a la corte tiene que decir que hizo la entrega.)

• **Ir al juicio y tratar de ganar el caso.** Lleve testigos, recibos y cualquier prueba que necesite para probar su caso. Si desea que la corte emita una orden de comparecencia para que los testigos vayan al juicio, llene el formulario SC-107, *Citatorio de reclamos menores (Small Claims Subpoena)* y entrégueselo legalmente al testigo.

• **Demandar a la persona que lo demandó.** Si tiene un reclamo contra el Demandante, y el reclamo se puede presentar en la corte de reclamos menores, tal como se describe en este formulario, puede presentar el formulario SC-120, *Reclamo del demandado (Defendant's Claim)* y presentarlo en este mismo caso. Si su reclamo excede el límite permitido en la corte de reclamos menores, puede igualmente presentarlo en la corte de reclamos menores si está dispuesto a limitar su reclamo al máximo permitido, o puede presentar un reclamo por el monto total en la corte apropiada. Si su reclamo excede el límite permitido en la corte de reclamos menores y está relacionado con el mismo contrato, transacción, asunto o acontecimiento que el reclamo del Demandante, puede presentar su reclamo en la corte apropiada y presentar una moción para transferir el reclamo del Demandante a dicha corte, para poder resolver los dos reclamos juntos. Puede ver una descripción de los montos permitidos en el párrafo anterior titulado "Corte de reclamos menores".

• **Aceptar el reclamo del Demandante y pagar el dinero.** O, si no puede pagar en ese momento, vaya al juicio y diga que quiere hacer los pagos a plazos.

• **No ir al juicio y aceptar el fallo por falta de comparecencia.** Si no llega a un acuerdo con el Demandante y no va al juicio (fallo por falta de comparecencia), el juez le puede otorgar al Demandante lo que está reclamando más los costos de la corte. En ese caso, el Demandante legalmente puede tomar su dinero, su sueldo o sus bienes para cobrar el fallo.

¿Qué hago si necesito más tiempo? Puede cambiar la fecha del juicio si:

- No puede ir a la corte en la fecha programada (tendrá que pagar una cuota para aplazar el juicio), o
- No le entregaron los documentos legalmente (no recibió la orden para ir a la corte) por lo menos 15 días antes del juicio (ó 20 días si vive fuera del condado).

Pregúntele al secretario de reclamos menores sobre las reglas y las cuotas para aplazar un juicio. O llene el formulario SC-150 (o escriba una carta) y envíelo antes del plazo a la corte y a todas las otras personas que figuran en sus papeles de la corte. Adjunte un cheque para pagar los costos de la corte, a menos que le hayan dado una exención.



¿Necesita ayuda? El Asesor de Reclamos Menores de su condado le puede ayudar sin cargo.

Small Claims Court Advisory Program
<http://dcba.lacounty.gov>
 Monday - Friday, 8:00 a.m. - 4:30 p.m.
 (213) 974-9759 or (800) 593-8222

O visite www.courts.ca.gov/reclamasmenores/asesores.

* Excepciones: Existen diferentes límites en un reclamo contra un garante (Vea el Código de Procedimiento Civil, sección 116.220 (c)). Los límites no se aplican a las acciones para reclamar una cuota de alquiler del COVID-19 (Vea el Código de Procedimiento Civil, secciones 116.222 y 1179.92, y el formulario SC-600.)

PLAINTIFF/PETITIONER: GEARY J. JOHNSON	CASE NUMBER: 21STSC04574
DEFENDANT/RESPONDENT: HI POINT APTS LLC	

SC-100, ITEM 3

DECLARATION

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

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

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

Date: 12/02/21

GEARY J. JOHNSON
(TYPE OR PRINT NAME)


(SIGNATURE OF DECLARANT)

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

A state and city building code require that the property owner Hi Point 1522 LLC install a indoor monitor in each unit. He has refused to do so. For him to try to make the tenants pay for the use of the intercom system is an action of fraud.

Via facsimile, us mail, and email
To Hi Point 1522 LLC

Mr. Thomas Khammar, agent for Hi Point 1522 LLC:

I have received your letter dated February 11, 2026 as it was posted to my apartment door. I'm glad you took advantage of a different way to deliver communication to me since you do not seem to have any expertise with the email or fax systems. Your letter is not acceptable as a resolution to the issues at hand, nor is it acceptable to the damages that have occurred. Since this is a city rent control building and since this building and owner receive government assistance, I feel it is prudent to send my response to those government agencies also.

You mentioned the letter from [REDACTED] and you claim it was sent to you for the first time on February 5, 2026. You claim "the letter is submitted in support of your request for a reasonable accommodation regarding the Intercom system in the building where you reside located at 1522 Hi Point St., and your parking space at the subject building. We further acknowledge receipt of materials for the same subject request sent concurrently with Dr. Tripp letter. As you know, we responded to the primary materials as part of the most recent lawsuit you bought concerning those same issues, which was instigated at or about the same time the prior material first submitted." Disability or reasonable accommodation was not a cause of action for the August filed lawsuit. You did not respond to my request for a handicapped parking stall. The four page letter faxed to you, in major part is not responded to by you. You claim your December court filing addresses these issues but you did not receive the four page letter until February 5 by fax so therefore much of the issues were not addressed in your court filing. **The February 5 fax therefore is new evidence not before the Court.**

My previous requests were entitled to confidentiality; you are in violation of my privacy rights by filing your response with the court if it indeed addresses my medical ailments.

Let me try to clear up your confusion here because it misrepresents the facts.

1. I agree that the [REDACTED] pp letter was sent to you Feb 5 even though dated prior. I did not have it in my possession in December 2025 as my ailments are still developing. Nevertheless, the last hearing in this matter was on January 6, 2026, therefore the letter that you received on February 5, 2026 represents new evidence that could not be presented at the January 6 hearing or before. As you know, the time for presenting evidence had already expired before January 6. You are admitting that your fax system works because these documents were sent to you by fax. You failed to mention the specificity of the disabled auto placard in the doctor diagnosis, also the wheelchair receipt and order. The August 11, 2025 letter from [REDACTED] was never responded by you in a timely manner. My letter of February 5 via fax and support is essentially ignored by you. The April 12, 2023 letter from [REDACTED] was not responded by you in a timely matter. That letter could not be included in the 2022 lawsuit because it represented new evidence.
2. The disability complaints were not the subject of my complaint in the case ending in 3297. Since they were not presented as evidence or in the complaint, they cannot be adjudicated on. You never served your documents on me, and I received them only by going to the court website. The fax indicate that your documents never reach me and they were never served on me properly. I don't really have responsibility to acknowledge them. Nevertheless, you chose to make that response a public document when such matters are entitled to confidentiality so you have violated my rights in regard. I acknowledge your filing with the court improper as much as it was because there's no allowance in small claims

court for such type documents or rebuttal, but I will acknowledge it at a future time. Just on the surface from your today letter, February 11, whatever you have to say in that letter court filed declaration is not acceptable as a resolution.

3. I know it may not be clear to you, but you cannot send documents to me under somebody else's name without me, knowing that you're going to use that person's name and address to send documents to me because otherwise those documents will be disregarded as junk or spam mail. Since I did not know that you were sending me documents by some type of document service, I did not receive any mail and the mail was discarded or refused because I did not know who it was from and I did contact you at the time asking was the certified mail coming from you from unknown address, but you did not respond to me. Nevertheless, your documents were never served on me and whatever service you were using that claims that they were sent by certified now has been verified from the Postal Service that those document were returned to your agent, therefore they never reached me. That it would be untruthful to say that you serve me with the documents which she did not. There's also no indication by you that you serve them by first class mail because you served them by certified mail so I didn't get the certified mail nor did I get the first class mail. You are not being truthful in your narrative. The USPS verified the certified mail was returned to you unopened. The USPS verified there were no documents from you or your agent served by first class mail. Your purpose was to engage in unlawful deception.

I address your second paragraph. You claim res judicata and collateral estoppel. You are incorrect. As addressed to the court by my documentation exhibits, res judicata does not apply when the defendant are not the same and it does not apply if the facts are not the same. Collateral estoppel is in the same category and that it does not apply because you have admitted that some of the documentation you were talking about occurred after the court jurisdiction had stopped in other words the letter from D [REDACTED] received after the court had already had its last hearing on the matter, therefore could not be presented. The [REDACTED] letter is new evidence.

You claim, "we responded to the prior materials as part of the most recent lawsuit, you bought concerning the same issues which was indicated at her about the same time the prior materials were first submitted." That is non sensical. The lawsuit was filed around August 2025. The letter from Dr. [REDACTED] 4/12/2023 so that date is no where near August 2025. My first request for reasonable accommodation occurred 11/2/2022 email to you and resulted in CRD case 202211-18872714. The CRD said they spoke with you. There was no response to that RA request. Before August 2025, how many emails and faxes did you receive from me as regards my disability?

The matter of the Intercom and the matter of the tandem parking is still a changing situation, depending on whether you're going to supply the indoor monitor or not, and whether there are tandem stalls available or not tandem stalls available. Tenants come and go and the availability of parking becomes "new evidence" to continue to file code violation complaints. You also are engaged in representing that this matter is about the current parking stall that we have, but it's about how to qualify for a tandem two car parking stall, which you have a number of them available that are not being used. You neither admit nor deny this. I am the best evidence of this because I live there while you do not. As indicated to the court, where there is continuing damages and contractual obligations such as a rental agreement, and in this case a month-to-month rental agreement, and where there is new evidence of violation of the law, res judicata does not apply. You claim "you previously lost two prior lawsuits concerning the same issues and thus the most recent case concern these issues would be barred by res judicata and collateral estoppel." But this is incorrect because at the last hearing, the judge said that she was going to hear the matter because there was new evidence which I had presented, therefore, she rejected your claim therefore, the court rejected your claim of res judicata and collateral.

THREE PREVIOUS CASES and the three victories in my favor

City government employees have also gotten this information wrong because they are biased against myself as a Black tenant with a disability. As I have said before: case 19STSC14394 judgment entered July 2, 2021. Parties are Johnson versus Power Property Management Inc. and Hi Point Apts LLC. In this case, the defendant counter sued me. The court ruled in favor of Hi Point 1522 Apts LLC and said they do not owe me any money. However, the court dismissed defendant Power Property Management without prejudice. This means I'm allowed to sue again Power Property Management and anyone they are privy to which in this case would be Hi Point 1522 LLC, and sue for the same facts. At the same time, Power Property Management counter sued me for money damages, presumably over the intercom and the tandem parking. The court ruled in my favor and said I do not owe them any money. That was a victory for me. **Two victories in my favor.** Thus the court essentially ruled that the current owner being privy to Power Property Management, cannot charge me for the Intercom system and cannot charge me for the tandem parking, as they are trying to do now. So the matter of being able to charge me or not charge me has already been adjudicated in my favor. I know that is something that the city officials do not want to hear, but that is what the record says.

The next case was case ending in 21STSC04574. This case was also against defendant Hi Point Apts LLC, same as case 4394, with a new set of facts. The court issued judgment in my favor. Ordered Feb 16, 2022. **A third victory for me.**

The third case ending in was against a different party, named Hi Point 1522 LLC. Case 21STSC04819. The judge claimed that this was the same party as case number 4394 but that was an incorrect statement because both cases are different parties.

RES JUDICATA IMO DOES NOT APPLY BECAUSE THE PARTIES ARE NOT THE SAME.

The judge did admit that the time frame was different and there was new evidence. The the judge dismissed the case and favored the defendants claiming res judicata to case 4394. that ruling was incorrect and not supported by law because you cannot claim res JUDICATA if the defendants are not the same as in this case. Also, in case 4394, Power Property Management AS defendant and proving to the current property owner was dismissed without prejudice, which was a win for me. If the court is claiming res judicata, then she would have to say and recognize that in case 4394 there was a victory in my favor in that I do not owe Power Property Management any money. So in my opinion, it was unclear what was the relationship between the 4819 case and the 4394 case in that there were two rulings in the 4394 case in my favor. I'm not sure, especially since the parties were different as to what the judge is claiming amounts to res Judicata. There cannot be res judicata if the parties are different and if the facts are different, as in both those cases. Ordered 6/30/22. This is essentially why they allow me to go into court again and again.

Response to Khammar third paragraph

The inspection by the city code enforcement department is biased and discriminatory against me as a black tenant with a disability. In addition, the code enforcement decision by Steven Harrison does not comply with the state and local building codes that require an intercom system and an interface or indoor monitor in each unit. **Subsequently a claim for damages has been filed against the city of Los Angeles. Hi Point 1522 LLC is named in that claim.**

Respond to Khammar fourth paragraph

Khammar claims that the intercom system is functioning. That is not true as proven by the verifiable video evidence that I have presented on a number of occasions to the owner and to

the city government and to the public. Khammar claims "your roommate is registered with and has been regularly using the Intercom from your unit. This evidence was also present to the court and conjunction with your most recent lawsuit and is in your possession." Mr. Khammar seems to think, and I guess the city government agreed with him, that all Blacks look alike and all Blacks are also act alike and when he talks to one Black, he's talking to all Blacks, but my roommate and myself are two separate people and two different people, and his actions are not intended to be my actions, and my actions are not intended to be his actions nevertheless, Mr. Khammar's racial bias is noted in that regard. The Judge, stated very clearly that what you presented to the court was not considered to be evidence, but in your letter you claim, "This evidence was preferred at the most recent small claims trial and is in your possession. Again, the Judge said it was not evidence because it was not filed as evidence. Your filed documents did not comply with the courts motion practice either, and it appears that some of the documents may have been a violation of my confidential privacy rights, which would result in another cause of action against the owner. Mr. Khammar, who seems to be of less than average intelligence, seems not to understand that there are numerous functions on the AKUVOX system, and that since he has little experience in these things, doesn't understand that the intercom function is separate from the door entry function. But he has alleged that my roommate did was actually use the door entry system which he does probably five days a week. There's no evidence presented by Mr. Khammar that my roommate has used the intercom system function. It's very clear if you can see the document. Mr. Khammar, who is a frequent liar, document shows the "action" as "call" (intercom button I guess) the response as none.(--) and then the separate "door release" – "action" pin unlock – response "success". There's no indication here that anyone is using the intercom system and that is the statements here by Mr. Khammar that he can just lie, cheat and steal and just get away with it because of Mayor Karen Bass and city council members pattern and practice racial discrimination.

Khammar claims that what [REDACTED] g said "was specifically addressed at the trial for the most recent lawsuit." I don't believe that the unofficial transcript claims that what Dr. [REDACTED] was addressed nevertheless that would be a confidential conversation that should've not ben filed with the court. Khammar has no grounds to even file anything with the court talking about a disability because I didn't put that into my complaint. Khammar claims "you are in fact, assigned a parking space at the subject building". Again, Khammar is engaged in lying, cheating and stealing in deception because the issue at hand is not whether we have a parking spot or not. The issue is how can we get a tandem parking install which is a two car stall which we did have at one time for four years, and Mr. Khammar would be aware of that because he was there some of that time as management company. Nevertheless, an owner cannot discriminate against a tenant by denying them the opportunity to get housing services that are clearly available as in this case. I have presented at least two letters from medical professionals requesting these specific tandem parking stall. I have every right to ask for assignment to a tandem parking stall and I have every right to ask that I'd be moved from a single stall to a two car stall. I have every right to do so and yet you constantly deny me, even though you have the written document from the previous owner that I am entitled to the tandem Parking stall upon paying the \$50 and being first come first serve. That is a condition as the current owner that you are supposed to be following. Nevertheless, I do as a part of my rent payment already paid for the parking and the intercom system to be repaired or whatever the parts are needed. The rental agreement with you does not provide for any cost that you can demand for parking. As such, you are breaching the rent agreement by claiming the \$150.

YOUR PARAGRAPH STARTING WITH NOT WITHSTANDING THE FACT

Mr. Khammar says, without any reference or evidence, "not withstanding the fact the courts on multiple occasions plus the LAHD have rejected that suggestion, we submit your request also amounts to an undue financial administrative burden, and especially when the Intercom works." The problem here is that it is Mr. Khammar, who has said that the tenants should use

their cell phone and Wi-Fi. I'm not sure what he is talking about when he says the police, but the police have advised against using the cell phone and Wi-Fi and I have the flyer from the police department. So I'm not sure what Khammar is taking about because he's the one that says that tenants should use their own cell phone and Wi-Fi, which is an invasion of tenant privacy. I cannot understand why this would be an undue financial and administrative burden when the previous Intercom system that was there had an indoor monitor of sorts and we didn't have to pay extra \$\$\$ to use it. It was already included in the rent. So it seems if this is a so-called upgrade of the system then it should be on the same basis as the old system that we don't have to pay any extra money that that money for installation repair is already included in the rent. The owner receives about \$1800 from this unit every month and the owner is a millionaire so I don't see why this would be an undue financial administrative burden unless we can see a copy of their financial records. Mr. Khammar is required to install an indoor monitor in each unit by law, and the law does not say that the tenant have to bear the burden of that cost. He installed the Akuvox system on the outside of the building and he did not charge tenants any money nor did they say they would be in charge to tenants to use the system. I do not have in my unit at the indoor monitor that is required by law and Mr. Khammar is claiming he doesn't have the money. What a big big big liar. My rent money includes the Akuvox system and the parts to make it work.

Mr. Khammar states that the owner is agreeable to rent you an extra tandem parking space at the rate of \$150 per month. The city requires the 27 Park stalls at this building so I'm not sure what Mr. Khammar means by extra. What I mean by extra is that there are no extra stalls because this is assigned parking. Every tenant is entitled to a parking stall and at no extra charge. So Mr. Khammar would need to explain where does the \$150 come from being that I was previously told by **the rent agreement that parking is included in the rent** and there's no indication in the rent agreement that stall number eight is a single stall or a tandem stall and there's no indication in the rent agreement that the owner can charge a fee for parking. . I think that Mr. Khammar is without authority to charge \$150. Nevertheless, I do note That when Mr. Khammar appeared before the court, he said he was not sure about the 1\$50 so since he was not sure of the \$150 , then the court did not have jurisdiction and therefore at this point the \$150 if that's what Mr. Khammar is saying, becomes new evidence for a new lawsuit against the Owner Since the \$150 was not adjudicated by the court. Again, Mr. Khammar is lying when he says that providing the space for free presents an undue financial burden. How can it be an undue financial burden when he has 18 tenants in parking for 27 cars. He has extra stalls that are not being used so how is it a financial burden? If he switches me from my current free parking stall, to a free two car stall, how does that represent a Financial burden? He will still have an available parking stall. Which tenants by apartment number are currently paying the \$150 for parking?

I do know that other than rent increases, and court filings this is probably the only communication I've gotten from Mr. Khammar in reference to these matters over probably since 2014. I can note that due to past rulings of the court, which many courts on the state and federal level do not consider small claims actions to have res judicata status, the court has already ruled that the owner of the property cannot charge us any money for the tandem parking or the Intercom system. **I believe it is also local housing law or practice that the owner cannot charge us to use the Intercom system.**

I will be forwarding this response and your letter to the disability department of the city of Los Angeles.

A state and city building code require that the property owner Mr. Khammar install a indoor monitor in each unit. He has refused to do so. For him to try to make the tenants pay for the use of the intercom system is an action of fraud.

Fraud is exception to res judicata

Fraud, Deceit, and Misrepresentation

Fraud in a contract consists of the promisor giving apparent consent against his or her free will.

Furthermore, a "promise made without any intention of performing it constitutes fraud" *Union Flower Mkt. v. S. Cal. Flower Mkt.* (1938) 10 Cal. 2d 671, 676

- "[W]hen defendant has asserted the statute of limitation defense, the plaintiff has the burden of proof to show his or her claims are timely under the continuing violation doctrine." (Jumaane, supra, 241 Cal.App.4th at p. 1402.)

- "Under the continuing violation doctrine, a plaintiff may recover for unlawful acts occurring outside the limitations period if they continued into that period. The continuing violation doctrine requires proof that (1) the defendant's actions inside and outside the limitations period are sufficiently similar in kind; (2) those actions occurred with sufficient frequency; and (3) those actions have not acquired a degree of permanence." (*Wassmann v. South Orange County Community College Dist.* (2018) 24 Cal.App.5th 825, 850-851 [234 Cal.Rptr.3d 712], internal citations omitted.)

Continuing obligations is exception to res judicata.

Further, I shall examine prior lawsuits because you're not indicating which two prior lawsuits that you are speaking of.

"Yes, your honor. I was told that the cost was \$50 (for tandem parking). That's what I was told repeatedly in writing by the previous owner and my roommate is not, is not using the intercom system." **Johnson From Jan 6 hearing.**

"I believe, and I can't be quoted on it. So I have to work with the ownership on this \$150 a month. This would be a separate, uh, agreement that he or his roommate would have to sign." Khammar Jan. 6.

IMO, Legally speaking there is no such thing as a "separate" agreement. The rent agreement says that that is the only agreement.

As for the request for an accommodation, your legal responsibility if you decide to reject the request is to offer a reasonable alternative. Being that you have not offered a different effective accommodation, then you are liable for denying a reasonable accommodation. The matter continues.

My request to you for accommodation includes five documents from medical professionals and my four page request letter.

Since I have a rental agreement, this represents continuing obligations, and for housing services denied, it represents continuing damages. My continuing rent payments are for the parking and repairs and services and rent so my rent payments represent new evidence. The owner claimed that the last court hearing that he did not know if it was \$150 or not for the parking but now in his February 11 letter he is saying that the parking is \$150. That represents new evidence which was not brought before the court by January 6, 2026, therefore that evidence entitles me to file a new lawsuit against the owner.

All rights reserved to revise or modify this response.

/s/ Geary J. Johnson

1522 Hi Point St 9
Los Angeles, CA. 90035