

**Re: Attachment In Support to Claim for Damages
Against City of Los Angeles
From: Geary J. Johnson
Date: August 12 , 2026**

2. Factual allegations
See enclosures

3. Witnesses and involved parties
See enclosures and emails

4. Damages
According to proof

Further causes of action

1. In response to case CE320463, and your letter of case closure dated March 6, 2026, from city employee Agassi Topchian, these are the documents forwarded to the complaint, and these documents are included in this claim by reference: CE 320463 Case RSO Legal Assistance List.pdf
2025-9-11 SC Redacted Court Approves RA 3297 copy
2025-10-1 Rent Receipt unit 9.pdf
2025-11-1 Rent Paid PDF
2025-12-1 Rent Checks Dec 1.pdf
2026-1-1 rent payment unit 9.pdf
2026-1-23 Redacted Handicapped Placard Approval Johnson copy
2026-2-1 Rent Receipt Paid.pdf
2026-2-5 Disability Complaint RA re PPM Hi Point.pdf
2026-2-5 Fax RA to PPM from Johnson.pdf
2026-2-5 Second Fax PPM re RA.pdf
2026-2-11 PC Letter from Thomas Khammar PPM copy
2026-2-13 PC Reply to Khammar Feb 11 Letter.pdf
2026-2-14 Fax PPM re communications.pdf
2026-2-14 Fax PPM re Effective Accommodations

2026-2-14 Second fax to Thomas Khammar.pdf
2026-2-14 to send 2nd fax to ppm.pdf
2026-2-16 Email to Owner and City
2026-2-18 Fax HP PPM.pdf
2026-2-24 Johnson w 1st Window Damages.jpg
2026-2-24 Second Johnson Car Window Damaged.jpg
2026-2-26 Fax to Power Property re car Damaged.pdf
2026-2-27 Fax to PPM re Car Damage and Other Housing
2026-2-28 Fax on Rent Decrease for Utilities.pdf
2026-2-28 Fax PPM with Commentary.pdf
2026-3-1 Rent Paid.pdf
2026-3-3 Fax PPM Supplement
2026-3-3 Letter to HP Owner Via Fax
2026-3-5 Fax to PPM re Intercom and Parking
2026-3-6 Fax PPM Tandem Parking application requested
2026-3-7 Fax PPM cars parked illegally.pdf
2026-3-8 Fax to PPM w Placard and Court Order.pdf
2026-3-9 Fax PPM Response to His Letter
2026-3-9 Letter from Thomas Khammar via post
2026-3-9 List Docs to RSO CE 320 463
2026-3-9 Response to Khammar March 9 letter
CCP 527.6 Excerpt Terms
Harassment Defined California Code, CCP 527.6.pdf
Redacted Rental agreement 1522 No 9_compressed.pdf

2. Documents received by the City. These documents are included in this claim by reference.

Docs for Case RSO CE 323 473
Docs for Case RSO CE 323 472

2022-8-14 Intercom Unit 9.jpg
2025-6-1 Rent Payment 1522.pdf
2025-9-1 rent receipt copy.jpeg
2025-11-4 Rent Paid Nov.pdf

2026-1-1 rent payment unit 9.pdf
2026-2-1 Rent Receipt Paid.pdf
2026-2-24 Second Johnson Car Window Damaged.jpg
2026-3-1 Rent Paid.pdf
2026-3-14 side window car damage compressed.pdf
2026-3-19 Email from Scott Civil Rights.pdf
2026-4-13 Email City and Owner.pdf
2026-4-15 Email Owner and City.pdf
2026-4-16 Fax to PPM.pdf
2026-4-17 Email City and Owner.pdf

2026-4-20 Email City and Owner re ADA Parking.pdf
2026-4-24 police report re HPoint car.pdf
2026-4-26 intercom in unit.jpg
Add to RSO CE 322 430.pdf
AI question re rent increase.pdf
Redacted Rental agreement 1522 No 9_compressed.pdf

3. See enclosed "Annual Rent Increases Unit 9 - 2020-2025 Change Terms" which was forwarded to the RSO department.

4. I address the RSO department notice of case closure for the following cases CE322436, CE 323472, CE32 0463. I disagree with each decision in its entirety because:

The documents provided revealed an increase in violation of the RSO. The RSO March 6 letter states that services contracts are not regulated under the RSO, that the cost of additional parking is not within preview of this department to investigate. I disagree with that because the department jurisdiction over all housing services, which includes parking, according to the Los Angeles municipal code. Therefore, the RSO position in this regard is negligence, abuse of authority, and abuse of discretion. Also, The actions of city employees stated herein are negligent acts or omissions of its

employees acting within the scope of their employment and also a public entity's failure to discharge a mandatory duty required by an enactment. City employees have a mandatory duty not to engage in acts of discrimination due to race and disability of myself as tenant.

The landlord has engaged in HARASSMENT, a knowing and willful course of conduct directed, against a specific tenant, myself, that causes detriment and harm that serves no lawful purpose. The facts in possession of the RSO department show that harassment has occurred and that the City admitted constructive knowledge of denial of reasonable housing accommodations, is for purposes of harassment.

The case closure of CE322436 indicates that the department is aware of the request for reasonable accommodation. This should be under the jurisdiction of the housing department yet in the April 29 letter of the housing department I'm referred to the housing rights center ("HRC"). The housing right center has provided no assistance to me after I put in the complaint with them, therefore it is futile to try to contact the housing rights center for assistance who I believe is a city government funded agency.

The RSO referral to the housing rights center, therefore is not acceptable as a resolution of the damages that have occurred.

The RSO decision of June 10, 2026 case closure states, "your landlord has offered you a parking agreement to execute the request." This does not constitute a legitimate reason for denying me the requested housing services accessible parking because such an agreement would result in an illegal rent increase and also illegal unbundling of parking from the rent agreement and rent paid. It is also unlawful under HUD regulations to charge a fee for a housing accommodation. In addition in over six months now, the owner has not given me a copy of the alleged tandem parking agreement, so I can have it reviewed by the housing department. Therefore there is no agreement, and therefore your mention of such agreement is

false, negligence, abuse of authority, and abuse of discretion. negligent acts or omissions of its employees acting within the scope of their employment and also a public entity's failure to discharge a mandatory duty required by an enactment. City employees have a mandatory duty not to engage in acts of discrimination due to race and disability of myself as tenant.

You claim that the cost of additional parking is not within the purview of the department to investigate. I disagree. Any housing services as defined by the LA municipal code are under your jurisdiction to investigate. You refused to investigate is a negligence, abuse of authority and abuse of discretion. RAC 410.04

Housing Services Defined

“Housing services are services that are connected with the use or occupancy of a rental unit **including, but not limited to**, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance including painting. The term also includes the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits, privileges or facilities. (LAMC Sec. 151.02, Definition of Housing Services).” There is no indication in that code section that the owner can create a separate agreement for parking, and there is no indication that the city RSO department can recognize or refuse to enforce or not enforce a separate agreement, since the RSO department has jurisdiction over parking and included but not limited to, which means that the City cannot limit its authority when it comes to parking and claim that they don't have jurisdiction over separate parking agreement or even tandem parking. Tandem parking is also under the jurisdiction of the city building code.

The RSO department has not alleged any law that gives the landlord, the right to engage in a separate agreement for parking. My rent agreement

which the city implies it has authority to enforce, says that it is implied that the owner has made available to me parking for space one and space two. That could mean two cars or it could mean tandem parking. Nevertheless, the municipal code section quoted does not give the RSO department the right to attempt to segregate the parking or unbundle it from the rent agreement or from the property, the RSO in LA municipal code do not give the housing department authority to even suggest a separate agreement for the parking. There is no legal authority for the owner in this case to create a separate agreement for the parking because under my rent agreement everything is included, there's no separate agreements. In addition, as the city is aware that I am entitled to a reasonable accommodation and handicap parking stall, the law does not allow the owner to create a separate agreement or fee to provide a reasonable accommodation.

ADDITIONAL ALLEGATIONS FOR THIS COMPLAINT

1. This represents continuing damages and obligations of the property owner and obligations and continuing damages —and evidence created by the city of Los Angeles government and its employees.
2. As the movant in city case civil rights DIS0002519, I have requested a copy of the case file. I have also given my permission for the case file to be released. The case file has not been released to me. The city employees have engaged in abuse of authority, abuse of discretion, negligence, and abuse of Power for not releasing the file.
3. The actions of the city government employees mentioned to in our arbitrary, capricious, and unjust, and abuse of authority and discretion.
4. I reserve the right to file a petition for a writ of mandate with the court of competent jurisdiction regarding these matters here and, without limitation, to other causes if action to include 42 USC 1983 or state California Unruh Act, civil code section 52,52.
5. This complaint includes by reference all code violation complaints, all emails and other communications to city employees, all NEXTREQUEST publications and all city council meeting ubmissions

including, but not limited to from myself authored over the last 12 months,

6. City employees and officials can be liable in this complaint under Key Statutes Creating Exceptions for Liability
 - **Government Code § 815.2:** Imposes vicarious liability on a public entity for the negligent acts or omissions of its employees acting within the scope of their employment.
 - **Government Code § 815.6:** Establishes liability for a public entity's failure to discharge a mandatory duty required by an enactment.
 - **Government Code § 835:** Creates an exception allowing recovery when a person is injured due to a dangerous condition on public property.
7. The facts herein create government employee(s) liability under GC 815.2 an GC 815.6.
8. The property herein receives local government assistance.
9. It is not unusual that on behalf of Mayor Karen Bass and council, the HOUSING DEPARTMENT Agassi Topchian employee would suggest that tenant engage in an illegal activity to try to unbundle parking when the rental agreement is already the parking agreement. Tandem parking has always been part of the rental agreement, and parking provided by the landlord with no separate fee to tenants. If such a practice does exist, it is done so in a discriminatory manner. It is a violation of state California law to unbundle parking in an 1972 built building such as this building. The city has actual and constructive knowledge that the owner previously offered in 2014-2022 that tenant myself should pay \$50 to park in a tandem stall, but the owner refused to honor that process. Now suddenly in a discriminatory practice apparently authorized by Mayor Karen Bass, the owner wants to charge \$150 for parking, while this is blatantly racist because there are no white tenants paying \$150 for parking at this 27 car stall lot. At least six parking stalls are completely vacant.

10. The actions of city employees stated herein are negligent acts or omissions of its employees acting within the scope of their employment and also a public entity's failure to discharge a mandatory duty required by an enactment. City employees have a mandatory duty not to engage in acts of discrimination due to race and disability of myself as tenant.
11. Tenant myself previously was assigned to and parked in a tandem two car stall on this property for four years, and there was no separate agreement or charge. That is the facts which the racist Los Angeles Housing Department refuses to acknowledge.

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