

**COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT****CASE NUMBER**

202604-34459608

COMPLAINANT

GJuan Johnson

ADDRESS1522 Hi Point Street, Unit 9
Los Angeles, CA 90035**PHONE**

(323) 807-3099

**TYPE OF DISCRIMINATION AND
LAW**Government Code § 12955
Civil Code § 51, et seq.NAMED IS THE EMPLOYER, PERSON, AGENCY, ORGANIZATION OR GOVERNMENT
ENTITY WHO DISCRIMINATED AGAINST ME**RESPONDENT(S)**

HI POINT 1522 LLC

ADDRESS11900 West Olympic
Boulevard, Suite 810
Los Angeles, CA 90064**PHONE**

(310) 218-8499

Power Property Management,
Inc.8885 Venice Boulevard, Suite
205
Los Angeles, CA 90034

(310) 593-3955

PROPERTY TYPE

Apartment

**ADDRESS WHERE
VIOLATION OCCURRED**1522 Hi Point Street, Unit 9
Los Angeles, CA 90035**NO. OF UNITS**

18



COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CASE NUMBER202604-34459608

- Allegation -**I ALLEGE THAT I EXPERIENCED**

Discrimination

ON OR BEFORE

August 31, 2026

BECAUSE OF MY ACTUAL OR PERCEIVED

Disability (physical, intellectual/developmental, mental health/psychiatric)

AS A RESULT, I WAS SUBJECTED TO

Denied reasonable accommodation for a disability or medical condition

PARTICULARS

From in or around December 2025 to August 31, 2026, I was denied a reasonable accommodation while residing in my 1-bedroom unit at the subject property located at 1522 Hi Point Street, Unit 9, Los Angeles, CA 90035. The subject property is owned by HI POINT 1522 LLC and managed by Power Property Management, Inc. The subject property has 18 units. My rental amount is approximately \$1800.

I believe I was denied a reasonable accommodation due to my disability (physical).

In or around December 2025 to March 2026, I made multiple reasonable accommodation requests to Respondent Power Property Management, Inc. to have my parking spot reassigned to a space closer to the rear of the building. The request was necessary because the rear entry has less stairs than the front entry, which exacerbated my physical disability, and I am aware of available parking spaces near the rear entry. Respondent Power Property Management, Inc. stated my reassignment would only be approved if I agreed to complete a parking application and pay an additional \$150 fee despite never having to apply for or pay for my current parking space. I believe by placing conditions on how my reasonable accommodation request would be approved, Respondents sought to deny my request. To current date, my request has not been approved, and my disability continues to be exacerbated.

SIGNED UNDER PENALTY OF PERJURY

By submitting this complaint I am declaring under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge, except as to matters stated on my information and belief, and as to those matters I believe them to be true.

**COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT****CASE NUMBER**202604-34459608

**SIGNATURE OF COMPLAINANT OR COMPLAINANT'S LEGAL
REPRESENTATIVE:****DATE:**

G. Johnson. Signed under DURESS. 9/16/26

THE ATTACHMENT IS PART OF MY SIGNATURE AND NOT
A REVISION OR CHANGE OF LANGUAGE. THE CRD
ACTS IN AN EXTREMELY BIASED MANNER IN VIOLATION
OF GC 12920. THE ATTACHED EMAIL IS TWELVE PAGES
AND DATED TODAY. I WILL BE POSTING THIS PACKAGE
TO THE WORLDWIDE WEB AND CITY NEXT REQUEST
PUBLIC PORTAL.

Re: 202604-34459608 JOHNSON VS CITY OF LOS ANGELES, et al.

From: G Johnson (tainmount@sbcglobal.net)

To: colleen.1982@calcivilrights.ca.gov

Date: Wednesday, September 16, 2026 at 10:52 AM PDT

COPY

You state:

"Please note that writing in revisions or otherwise changing the language of the complaint will invalidate the complaint, even if it is signed. The signed complaint is due on September 19, 2026."

Under duress, I am not revising the complaint or otherwise changing the language but I am attaching this email chain to the complaint to note the discrimination on the part of the CRD employees. I will note the attachment in the signature line.

You state:

- a. The department does not have jurisdiction to investigate as during the intake interview you indicated the request was approved, however you declined to pay for the modification.

I stated during the interview process that the owner was agreeable to all requested accommodations, and I did not mention the word "modification." Your bias in this regard is noted. HUD requires that if the owner wants to charge a fee for the accommodation, then the accommodation is being denied. Your biased position is unlawful. You have the letters from the owner.

You have noted that the owner proposes a fee for the requested accommodations. Under HUD regulations, requesting a fee is a denial of the accommodation. What is the reasons for your refusal to enforce the HUD regulations under Unruh?

Charging a fee for a requested accommodation is UNLAWFUL. As I have stated correctly below, the requested accommodations are not modifications. The CRD has jurisdiction. Even if the CRD claims there is a fee for modifications, what is the fee and where is the application? There is none.

Under Unruh and HUD, the owner also cannot request --if this was the case---me to use their contractor as their letter clearly states. You clearly as the CRD, have jurisdiction.

Your letter is not acceptable. Please send me a notice of case closure for the items you denied so I can appeal or file a new complaint.

I in no way said that the owner approved the "modifications".

You have jurisdiction over the City of Los Angeles. No one asked you to enforce the building

codes. I have made numerous requests for accommodation to the City of Los Angeles and you do have jurisdiction.

Your racial bias in this regard is distressing.

Government Code 12920

"Further, the practice of discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in housing accommodations is declared to be against public policy. It is the purpose of this part to provide effective remedies that will eliminate these discriminatory practices, including discrimination not just because of one protected trait, but also because of the combination of two or more protected bases."

You also illegally regarding the court rulings approving my requests for accommodations. The Court is the authority that states they are not requests for "modification".

All rights reserved.

Geary Juan Johnson

Phone 323-807-3099

On Monday, September 14, 2026 at 08:46:01 AM PDT, Colleen.1982@CalCivilRights
<colleen.1982@calcivilrights.ca.gov> wrote:

Good morning,

In regards to the requests listed in your emails, please find further details below regarding why the department does not have jurisdiction over those matters:

1. the lack of accessible unit door wheelchair height viewer and the lack of accessible unit interface/monitor for the accessible intercom system
 - a. The department does not have jurisdiction to investigate as during the intake interview you indicated the request was approved, however you declined to pay for the modification.
2. lack of accessible parking stall and fee charged for the stall
 - a. This allegation is already included in the complaint, per your description of the request during the intake interview

The City will not be included in the complaint, nor do we have jurisdiction to investigate the specific city building codes mentioned.

The Department regulations state that in drafting a complaint the Department may use ordinary and concise language of the Department's choosing when drafting complaints. Based on the information provided during intake, in the case file and your subsequent emails, no changes will be made to the complaint at this time. Please note that writing in revisions or otherwise

changing the language of the complaint will invalidate the complaint, even if it is signed. The signed complaint is due on September 19, 2026.

Please let me know if you have any further questions.

Thank you,

Colleen

Analyst II

California Civil Rights Department | www.CalCivilRights.ca.gov

Telephone: 800.884.1684 | Direct: 916.964.1982



From: G Johnson <tainmount@sbcglobal.net>
Sent: Sunday, September 13, 2026 11:26 AM
To: Colleen.1982@CalCivilRights <colleen.1982@calcivilrights.ca.gov>
Cc: Gavin Newsom <gavin@gavinnewsom.com>
Subject: Re: 202604-34459608 JOHNSON VS CITY OF LOS ANGELES, et al.

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

1. Please provide your legal justification (statute or case law, etc.) as to why you removed the City of Los Angeles from the draft complaint, and why you removed the intercom and unit door viewer from the draft complaint.
2. If you feel that the intercom and door viewer might be under the jurisdiction of HUD or some other government agency, please provide written verifiable proof that the property owner receives/does not receive financial assistance from HUD or Section 8, or that the property owner receives or does not receive Section 8 vouchers.
3. If we cannot come to a resolution as to how the complaint should be drafted, I can either file a new complaint or I will write my revisions into your draft before signing it.

Geary Juan Johnson

Phone 323-807-3099

On Sunday, September 13, 2026 at 12:49:56 AM PDT, G Johnson <tainmount@sbeglobal.net> wrote:

Dear CRD: Re: 202604-34459608 JOHNSON VS CITY OF LOS ANGELES, et al.:

Under the Fair Housing Act, a reasonable accommodation is a change or exception to a rule, policy, practice, or service, while a reasonable modification is a physical or structural change to a building or living space.

Reasonable Accommodation

- Definition: An adjustment to how things are done so a person with a disability can use and enjoy their home equally.
-
- Cost: Usually paid for by the housing provider.
-
- Examples:
 - Allowing an assistance animal in a "no pets" building.
 - Assigning a specific reserved parking space for a resident with mobility needs.
 - Changing a rule to let someone pay rent a few days late if tied to their disability income schedule.
-

Reasonable Modification

- Definition: A physical alteration to a private unit or common area.
-
- Cost: Usually paid for by the tenant, unless the housing provider receives specific federal funding (like public housing or certain HUD grants).
-
- Examples:
 - Installing grab bars in a bathroom.
 - Widening doorways for a wheelchair.
 - Building a wheelchair ramp or lowering kitchen countertops.
-

When Are They "Reasonable"?

Both types of requests must meet these basic tests: Necessary: Directly connected to the person's disability-related limitation. Not burdensome: Do not create an undue financial or administrative burden for the housing provider. Not fundamental alterations: Do not completely change the basic nature of the housing program. Safe: Do not pose a direct threat to the health or safety of others.

It is shown that the City of Los Angeles as well as the property owner Hi Point 1522, LLC has a "rule, policy, practice, or service" that prevents claimant from the use and enjoyment of the housing unit and property.

The City, through its housing department, code enforcement departments, and other departments and officials has exhibited a policy and practice that prevents claimant from the use and enjoyment of the accessible door entry intercom system, accessible unit door wheel chair height peephole/viewer, and accessible handicapped parking stall.

The property owner Hi Point 1522, LLC and management company has exhibited a policy and practice that prevents claimant from the use and enjoyment of the accessible door entry intercom system, accessible unit door wheel chair height peephole/viewer, and accessible handicapped parking stall.

All three reasonable housing accommodations requested meet the Fair Housing Definition because they are an adjustment to how things are done.

Examples:

- Allowing an assistance animal in a "no pets" building.
- Assigning a specific reserved parking space for a resident with mobility needs.
- Changing a rule to let someone pay rent a few days late if tied to their disability income schedule. The City has a rule, policy, or practice of not citing the owner for the provision of accessible housing services as required under the City building code; the City has a practice and policy of not requiring the property owner to provide an interface for the door entry intercom system; the City has a practice and policy of not requiring the property owner to provide a wheelchair height unit peephole, the City has a practice and policy of not requiring the property owner to provide an accessible parking stall for claimant. The City has a practice and policy of not providing the services requested and bill the property owner for costs.

The property owner has a rule, policy, or practice of not providing a handicapped accessible parking stall, not providing a unit interface to connect to the common area door entry intercom system, and not providing a unit door viewer where tenant can see both ends of the hallway and a viewer that is wheelchair height.

The requests for accommodation are "reasonable" because they are not burdensome, are not fundamental alterations, and do not completely change the basic nature of the housing program, and do not pose a direct threat to health and safety of others. For the owner to adjust its policy to install a replacement interface/monitor in the unit, for the owner to adjust its policy to change the unit door viewer, and for the owner to adjust its policy to create a handicapped parking stall are all accommodations, not modifications.

Attn: Colleen, Investigator

[Insert CRD Office Address or Email Address if known]

RE: CRD Intake / Case Matter: Re: 202604-34459608 JOHNSON VS CITY OF LOS ANGELES, et al.

Complainant: Mr. Johnson

Respondent: City of Los Angeles, Hi Point 1522 LLC

SUBJECT: Rebuttal to Partial Acceptance / Demand for Full Investigation of All

Reasonable Accommodation Allegations

Dear Investigator Colleen,

I am writing in response to our recent communication regarding the intake form I filed with the California Civil Rights Department (CRD). You indicated that the CRD intends to accept my complaint for investigation **only** as it pertains to the reasonable accommodation request for a parking space near the back door, claiming a lack of jurisdiction over my remaining allegations.

I strongly object to the exclusion of the wheelchair-accessible door viewer and the accessible intercom system terminal. The department's position that it lacks jurisdiction appears to be based on an incorrect legal classification of these items as architectural "modifications" rather than operational "accommodations." Under the California Fair Employment and Housing Act (FEHA), the CRD has clear jurisdiction over these issues as **denials of reasonable accommodations in landlord services and maintenance practices.**

I request that the CRD include all three distinct areas of discrimination in the drafted formal complaint based on the following legal and factual grounds:

1. The Intercom Interface is an Accommodation in Services, Not a Structural Modification

The property owner recently replaced the building-wide intercom system. However, they intentionally failed to connect the terminal/interface to my specific unit, rendering the system non-functional for me.

Factual History: There has always been an intercom system in this building, and my unit has historically always had a functional connection. The landlord has historically maintained this system as a routine housing service without tenant charges.

Legal Distinction: I am not asking the landlord to structurally alter the building's

architecture. I am asking for an **accommodation in the landlord's maintenance and installation practices**. A building-wide intercom system that intentionally bypasses a

disabled tenant's unit is a failure to complete a routine service, which has a discriminatory effect. Framing this as a "modification" allows the owner to evade their duty to provide equal access to a common building amenity.

2. The Wheelchair-Accessible Door Viewer is a Request for Equal Service and Maintenance

The door viewer is a pre-existing safety feature that the landlord already installed. I am requesting an accommodation to adjust the height of this existing fixture so it is usable from a wheelchair.

Factual History: The landlord has historically performed renovations and maintenance on my unit door without charging additional fees.

Legal Distinction: Moving a minor, pre-existing fixture is a minor adjustment to an operational service, not a structural alteration. By refusing to lower the viewer to a height accessible to a wheelchair user, the landlord is denying me the **equal enjoyment and safe use of my dwelling** under FEHA.

3. Medical Necessity Documented by Four Healthcare Professionals

I have already submitted to the CRD letters from at least **four distinct healthcare professionals** who explicitly state that all three items—the accessible parking space, the wheelchair-height door viewer, and the functional intercom monitor—are **strictly necessary medical accommodations** for my safety, mobility, and independent living.

The landlord's written denial of these essential requests occurred around **February 2026**. This complaint is fully timely and completely within the CRD's statutory enforcement jurisdiction under FEHA and the Unruh Civil Rights Act.

Neither the City or the owner has provided in writing a reasonable alternative accommodations. Neither the City nor the owner has provided proof of financial burden. As regarding financial burden, the owner has implied he could provide free Wifi and a cell phone to use the door entry intercom, but no cell phone and Wifi has been provided to claimant G. Juan Johnson; the owner has not mentioned any cost involved to supply the cell phone and Wifi. The City and owner may claim “financial burden” but in nine months the City and owner have not for example given any proof that any tenant is paying a parking fee outside of being included in the rent.

Conclusion and Request for Action

A landlord cannot label basic maintenance and equal access to building amenities as "structural modifications" to circumvent civil rights laws.

I do confirm that two HUD offices as well as the city civil rights department told me that your **department is the one to handle this complaint**.

I request that the CRD fulfill its statutory obligation to protect disabled Californians by **drafting the formal verified complaint to include all three items**: the accessible parking space, the accessible functional intercom interface, and the accessible door viewer wheelchair height.

Please confirm receipt of this letter and advise when the corrected, full complaint will be ready for my review and signature.

Sincerely,

G. Juan Johnson

1522 Hi Point St 9

Los Angeles, CA 90035

323-807-3099

On Saturday, September 12, 2026 at 03:13:11 PM PDT, G Johnson <tainmount@sbcglobal.net> wrote:

The city government of Los Angeles has claimed it has no jurisdiction over additional parking. I believe the Los Angeles code gives the city government jurisdiction over all parking, as well as jurisdiction over the striping of the stalls, and jurisdiction over the length of the tandem Parking stalls. The city government has jurisdiction over the parking by way of the certificate of occupancy for the building, which I supply a copy to you. The city government considers parking to be a housing service. Therefore, the city government definition gives the city government jurisdiction. For the city government to claim that they do not have jurisdictional oversight parking discriminates against me as a Black male with a disability. See COO 1973 showing parking stalls.

Geary Juan Johnson

Phone 323-807-3099

On Saturday, September 12, 2026 at 03:02:03 PM PDT, G Johnson <tainmount@sbcglobal.net> wrote:

CLARIFICATION ON PARKING

My apartment is currently assigned to stall #8. (the parking stall numbers do not match the apartment numbers.)

Stall number eight is a one car stall, and I currently share that with my roommate, therefore it is a shared parking stall.

The Property has about 12 single car stalls and about seven two car tandem car stalls for a total of

parking for 27 vehicles.

If the owner will supply the requested accessible handicap parking stall, then that would initially be in addition to the shared parking stall, which is stall number eight. My suggested workaround to the owner has been that he could provide my unit with a two car stall, which would serve the purpose of having the handicap stall as well as the shared parking stall. All the tandem parking stalls are closest to the rear exit of the building, which is the most accessible for me.

Since there is no charge for parking or since the charge for parking is included in the rent, then the owner is not suffering a financial hardship by reassigning our stall from a single car stall to a two car stall. If the owner wishes to provide a separate parking stall, which would be an accessible stall, then that could be the owners choice. But since he is not charging whatsoever for any of the parking stalls, whether single or tandem, and since he has the ability to reassign parking stalls, by doing so he is not suffering any financial hardship. For example, he switches us from a single car stall number eight to a tandem car stall number 14, he will still have the single car stall available for other tenants.

I have photographic proof that shows that there are numerous parking stalls available, including about four single car stalls and also four two car stalls. Two additional tenants are in two car stalls, but only have one car.

Geary Juan Johnson

Phone 323-807-3099

On Friday, September 11, 2026 at 10:50:30 AM PDT, G Johnson <tainmount@sbcglobal.net> wrote:

Your actions interfere and obstruct my right to file an Unruh complaint against a government entity, City of Los Angeles.

I also note that the request for reasonable accommodation re the parking stall is request for "accessible handicapped" parking stall. Your draft does not mention the word "accessible" or "handicapped." This is critical because a parking stall is not the same as an accessible or handicapped parking stall. **You should know this.** The complaint needs to mention the words handicapped parking and/or accessible parking stall.

1. That City of Los Angeles denied/aided or incited a denial of/discriminated or made a distinction that denied full and equal accommodations/advantages/facilities/privileges/ services to G. JUAN JOHNSON;
2. That a motivating reason for City of Los Angeles conduct was G. JUAN JOHNSON's race, Black, and sex, male, age over 45, because G. JUAN JOHNSON has a disability, and retaliation because JOHNSON complained
3. That G. JUAN JOHNSON was harmed; and
4. That City of Los Angeles' conduct was a substantial factor in causing G. JUAN JOHNSON's harm. 5. I have been denied full or equal accommodations, advantages, facilities, privileges or services by a business establishment including both private and public entities.
6. I have suffered harassment and retaliation because I complained.

Geary Juan Johnson

Phone 323-807-3099

On Thursday, September 10, 2026 at 05:02:39 PM PDT, G Johnson <tainmount@sbcglobal.net> wrote:

The complaint should also include

1. That City of Los Angeles

denied/aided or incited a denial of/discriminated or made a distinction that denied full and equal accommodations/advantages/facilities/privileges/ services to G. JUAN JOHNSON; 2. That a motivating reason for City of Los Angeles conduct was G. JUAN JOHNSON's race, Black, and sex, male, age over 45, because G. JUAN JOHNSON has a disability, and retaliation because JOHNSON complained 3. That G. JUAN JOHNSON was harmed; and 4. That City of Los Angeles' conduct was a substantial factor in causing G. JUAN JOHNSON's harm. 5. I have been denied full or equal accommodations, advantages, facilities, privileges or services by a business establishment including both private and public entities. 6. I have suffered harassment and retaliation because I complained.

Geary Juan Johnson

Phone 323-807-3099

On Thursday, September 10, 2026 at 04:26:27 PM PDT, G Johnson <tainmount@sbcglobal.net> wrote:

I also note for the complaint that HUD says that a landlord cannot charge a fee to provide a reasonable accommodation. The property owner has alleged a fee for the handicapped/tandem parking stall, a fee for the unit door accessible wheelchair height viewer, and alleged a fee for the unit interface for the door entry intercom system. These fees are not allowed. Prior to my request for reasonable accommodations, there were no fees alleged for any of these housing services. In the past, for example, the intercom system has been replaced at least twice, and there was no fees alleged for any of the intercom or door entry parts in advance of the systems being installed. The owner did not charge a fee for the door entry intercom system that was installed in 2023.

I also alleged for the complaint that the property owner has not offered an alternative reasonable accommodation.

I also note for the complaint that the city government as well as the owner who receives government funding assistance, has created barriers to me receiving accessible housing services, and accommodations.

I would ask that all of this goes into the complaint for me to sign.

Geary Juan Johnson

Phone 323-807-3099

On Thursday, September 10, 2026 at 03:27:19 PM PDT, G Johnson <tainmount@sbcglobal.net> wrote:

A court granted me in 2025 requests for reasonable accommodation. The same disabilities but different accommodations than this CRD case. See attached court orders.

Geary Juan Johnson

Phone 323-807-3099

On Thursday, September 10, 2026 at 12:24:34 PM PDT, G Johnson <tainmount@sbcglobal.net> wrote:

Dear CRD:

1. I have received your request for medical records authorization.
2. I have received your draft complaint for me to sign.
3. I am attaching documents that may answer your concerns about the proof of disability.
4. The doctor/health care professional letters on RA indicate three issues: (1) the lack of accessible unit door wheelchair height peephole, (2) the lack of accessible unit interface/monitor for the accessible intercom system, and (3) lack of accessible parking stall.
5. Your drafted complaint does not adequately portray the issues of the complaint. Therefore I cannot sign it unless you revise it or if you want me to file a new complaint against the City and Owner.
6. I realize the purpose of the CRD is to minimize the complaint.
7. I also cannot sign a complaint that does not include the City of Los Angeles. This is a city rent controlled building where there is section 8 and HUD tenants, although I am not one of them. I have in writing and as forwarded to you, asked the City for a reasonable modification in its policies to assure that the city applicable departments cite the owner----as a repair issue---for the requested housing services mentioned herein. The city government has not responded to my requests.
8. If you do not cite the City of Los Angeles in the complaint, I will file another CRD complaint only against the City. I await your response.

If the healthcare professionals have requested the accommodations, and indicated my disabilities, I do not think I need to give approval to release the medical file to your department.

I remind you that the accommodations I have requested are also listed as **accessibility requirements** under the applicable city building codes referenced in my documents to you.

Here is a list of the documents attached:

2023-4-12 Doctor Tellez Pacific Oaks Signed Request for RA G Johnson.pdf
2025-8-11 Housing RA from Therapist Wendy.pdf
2025-12-23 Kaiser Dr Thipp Housing Letter RA.pdf
2026-3-11 Letter from Kaiser Siegel re RA Housing w Env

2026-1-23 Redacted Handicapped Placard Approval Johnson copy
2026-1-15 Copy Signed Dr. Kazimiroff Disabled Placard.pdf

2026-2-5 Disability Complaint RA re PPM Hi Point.pdf
2026-2-11 Letter from Thomas Khammar PPM
2026-2-13 PC Reply to Khammar Feb 11 Letter.pdf

Geary Juan Johnson

Phone 323-807-3099

