

## Communication from Public

**Name:** GJuan Johnson

**Date Submitted:** 08/28/2023 09:40 PM

**Council File No:** 13-1482-S3

**Comments for Public Posting:** 13-1482-S3 The City Council may recess to Closed Session, pursuant to Government Code Section 54956.9(d)(1), to confer with its legal counsel relative to pending litigation entitled AIDS Healthcare Foundation v. City of Los Angeles / CRA/LA, CRA/LA Governing Board; CRA/LA Oversight Board, Sacramento Superior Court Case No. 34-2020-80003462-CU-WM-GDS and Los Angeles Superior Court Case No. 19STCP04589. I object on the grounds the city has not responded to my requests for a reasonable housing modification due to disability. Reference: "Housing racism case names city officials and Power Property Management Inc - Wordpress" at <https://wp.me/P57D2C-1vW> "EEOC opens door to sue Activision for sexual harassment - Wordpress" at <https://wp.me/P57D2C-1w9> "The respondents have not supplied me with the parts to use the Akuxox system and this has caused harm to me as approximate result in that I do not have keypad access and I do not have intercom access. 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. The respondents have adequate notice that if they did not supply me with the new keypad system, did not supply me with a door entry code, and did not supply me with a smartphone and internet, that I would be damaged as I have been. Their acts were intentional to cause harm." From Los Angeles city council file 23-1200-S132. Communications from the Public. Submitted 07/31/2023 10:24 PM. This is a public document. See Council File Number: 21-1015-S4 . Communications from the Public by G Johnson. [https://clkrep.lacity.org/online/docs/2021/21-1015-S4\\_PC\\_PM\\_08-07-2023.pdf](https://clkrep.lacity.org/online/docs/2021/21-1015-S4_PC_PM_08-07-2023.pdf) Attachments: Complaint CRD signed CASE NUMBER 202305-20745222. 8/28/23 Housing Mayor Karen Base Notice of Case Closure. CE282421. 8/3/23. Unofficial version case 23STCP00644 hearing transcript Email Sunday, August 27, 2023 at 09:46 AM PDT Subject: "The actions of Respondents are Intentional to Cause Harm. Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications. " Letter to Editor. Random Lengths News. August 3-16 2023.

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

202305-20745222

**COMPLAINANT**

GJuan Johnson

**ADDRESS**1522 Hi Point Street, Apt. 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

**ADDRESS**520 Pacific Street, Suite 5  
Santa Monica, CA 90405**PHONE**

(818) 219-1587

Meghan Hayner

520 Pacific Street, Suite 5  
Santa Monica, CA 90405

Power Property Management, Inc.

8885 Venice Boulevard, Suite 205  
Culver City, CA 90034

(310) 593-3955

**PROPERTY TYPE**

Apartment

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

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**- Allegation 1 -****I ALLEGE THAT I EXPERIENCED**

Discrimination

**ON OR BEFORE**

April 12, 2023

**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

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

### CASE NUMBER

202305-20745222

### PARTICULARS

On or about November 2, 2022, and April 12, 2023, I was denied reasonable accommodations and interactive process while residing in my 1-bedroom apartment located at 1522 Hi Point Street, Apt. 9, Los Angeles, CA 90035. The subject property is owned by Hi Point 1522, LLC, and managed by Power Property Management, Inc., and Meghan Hayner. The subject property has 18 units. The monthly rental amount is \$1,555.

I believe I was denied my reasonable accommodations and interactive process due to my disability (physical and mental).

On or about November 2, 2022, I made a reasonable accommodation request to repair or replace the intercom system in my unit due to my disability. On or about April 12, 2023, I requested to be assigned a tandem parking stall in the secured parking lot at the subject property as a reasonable accommodation request. At this same time, I also provided the Respondents with a letter from my medical provider, supporting my accommodation requests and explaining that the intercom assists and allows me to be notified of my medical supplies as well as emergency responders in the event I have an episode of disorientation, dizziness, and/or balance. It also states the tandem parking stall will assure my health is protected when it comes to walking or standing as parking on the street can be hazardous for me and not being able to park in the secured parking and not having a working intercom also causes me anxiety. The Respondents have not responded to my accommodation requests; thus, denying my reasonable accommodations and failed to engage in the interactive process.

### - Allegation 2 -

#### I ALLEGE THAT I EXPERIENCED

Discrimination

#### ON OR BEFORE

May 31, 2023

#### BECAUSE OF MY ACTUAL OR PERCEIVED

Race (includes hairstyle and hair texture)

#### AS A RESULT, I WAS SUBJECTED TO

Denied equal terms and conditions

#### PARTICULARS

I believe I was subjected to differential treatment due to my race (African American).

On or about May 2023, I was denied the ability to have a keypad entry code, the ability to use the Akuvox control box outside of the building, as well as the Akuvox app, which is a smart phone based door entry system, which allows tenants and guests to enter the front door of the building by use of owner supplied smartphone and internet. I am aware of Caucasian tenants who have a keypad entry code and use the Akuvox control box outside and receive the Akuvox app information via email. I then made a request to Respondent Meghan Hayner to also be allowed to have these abilities but was not given the information or allowed.

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I was told to contact the CRD to discuss my concerns to make changes in the draft submitted by CRD on August 22, 2023. I have submitted on August 24, 2023 at 10:15 am via email my latest changes to the draft written by CRD. My request leaves the Allegation 1 untouched. I requested changes to Allegation 2.

The interviewer objected to me using the phrase "full and equal" saying the word "full" could not be inserted into the CRD template. This is evidence of the CRD pattern and practice to make sure that claimants will be obstructed from seeking the entitlements under the Unruh Act, CC section 51, 52. The word "full" is an integral part of the Unruh act which the CRD has liability to enforce, yet the CRD says it will not enforce Unruh as regards housing complaints. Dates I emailed the interviewer Eliana Ruiz-Marquez and she could not respond to my revisions either intentionally to cause harm or because she is ignorant of English comprehension: Aug. 22, Aug 23, Aug 24, Aug 27 and by fax Aug 27.

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**COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE  
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT****CASE NUMBER**202305-20745222

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The CRD under director Kevin Kish and Governor Gavin Newson engage in an interference with my constitutional right to redress my grievances to the government. I have repeatedly filed Unruh complaints only to be told by CRD interviewers that such claims cannot be processed under Unruh or that I only have the option to file a complaint under GC Housing Discrimination [12955 12957]. Even when I used the online portal and said I wanted to file an Unruh complaint for housing, the system stops me saying I can only file under Housing which is GC 12955-12957. Thus I am prevented from filing an Unruh complaint against said parties and against a government entity City of Los Angeles. The latest interviewer continued the CRD pattern and practice of steering me away from Unruh and forcing me to answer questions about disparate impact and disparate treatment even though there are no such requirement to prove Unruh violations. Rather than seek to eradicate unlawful discrimination in housing, the CRD sole purpose is to perpetuate such discrimination by outright practices that deny, interfere, and discourage those like myself who seek to exercise legal rights to file such complaints. The interviewer even said I could not file an Unruh complaint against a government entity, which is a false statement. Reference Government code section 12955(d), (f), and (k).

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

### CASE NUMBER

202305-20745222

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Universal Citation: CA Govt Code § 53080 (2022)

53080. (a) No city, county, city and county, or special district, including, but not limited to, a community services district, recreation and park district, regional park district, regional park and open-space district, regional open-space park district, or resort improvement district shall discriminate against any person on the basis of sex or gender in the operation, conduct, or administration of community youth athletics programs or in the allocation of parks and recreation facilities and resources that support or enable these programs.

(b) The Unruh Civil Rights Act (Section 51 of the Civil Code) has been held to prohibit local governmental agencies from discriminating on the bases proscribed by the act, and Section 11135 also prohibits local governmental agencies that receive financial assistance from the state from discriminating on the basis of gender, among other bases.

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

**CASE NUMBER**

202305-20745222

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- Allegation 2 -

I ALLEGE THAT I EXPERIENCED  
Discrimination

ON OR BEFORE  
May 31, 2023

BECAUSE OF MY ACTUAL OR PERCEIVED  
Race (includes hairstyle and hair texture); Age, Sex

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AS A RESULT, I WAS SUBJECTED TO  
Denied full and equal terms and conditions

**PARTICULARS**

- Allegation 2 -

I believe I was subjected to differential treatment due to my race (African American) and age (over 45), and sex male, and because I complained

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**COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE  
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT****CASE NUMBER**202305-20745222

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**PARTICULARS****- Allegation 2 -**

I believe I was subjected to differential treatment due to my race (African American) sex male, age (over 45) , and because I complained

On or about May 2023, I was denied the services, advantages, and privileges to have a keypad entry code, the ability to use the Akuvox control box outside of the building, as well as the Akuvox app, which is a smart phone based door entry system, which allows a tenant and guests to enter the front door of the building by use of owner supplied smartphone and internet. I was also intentionally denied a tandem parking stall. I made similar requests to Meghan Hayner for the assignment to a tandem parking stall. I am aware of Caucasian white female tenants as well as tenants under the age of 45 who have a keypad entry code, use the Akuvox control box outside and receive the Akuvox app information via email from the owner, and have the privilege of a tandem parking stall. I then made a request to respondent Meghan Hayner to also be allowed to have these services, advantages, and privileges but intentionally was not given the information or allowed. I have been denied full and equal accommodations, advantages, facilities, privileges, or services no matter what my sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status. I have suffered retaliation because I complained.



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

### CASE NUMBER

202305-20745222

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### 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.

SIGNATURE OF COMPLAINANT OR COMPLAINANT'S LEGAL REPRESENTATIVE:

DATE:

A. Juan Johnson

8/28/23

RETURN VIA EMAIL + FAX

Ann Sewill, General Manager  
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager  
Anna E. Ortega, Assistant General Manager  
Luz C. Santiago, Assistant General Manager

City of Los Angeles



Karen Bass, Mayor

*Los Angeles Housing Department  
1910 Sunset Blvd., Suite 300  
Los Angeles, CA 90026  
[Housing.lacity.org](http://Housing.lacity.org)*

Geary Juan Johnson  
1522 S HI POINT ST, #9  
Los Angeles, CA 90035

August 03, 2023

### Notice of Case Closure

**LAHD Case Number:** CE282421

**Complaint Address:** 1522 S HI POINT ST, #9, , Los Angeles, CA 90035

**Alleged Violation(s):** Illegal Rent Increase, Reduction of Services, Harassment

The Investigation and Enforcement Section of the Los Angeles Housing Department (LAHD) has closed this case alleging violation(s) of the Rent Stabilization Ordinance (RSO) for the following reason(s):

Your allegations of illegal rent increase, reduction of services and harassment have been addressed in previous cases. No violations of the RSO were found.

Should you have further questions regarding your case, please call April Aguilar at (818) 756-1405.

Cordially,

AGASSI TOPCHIAN, Manager  
Investigation and Enforcement Section

# LAHD Writ Hearing June 2023

Unofficial version case 23STCP00644

[(0:00)] Lawyer: They were still enforcing the no in-person service, and they prefer it via email. I've emailed to them, but I believe that I made a mistake, and I should have, um, served the department through, uh, the board of supervisors, um, next to the Hall of Administrators right here.

[(0:18)] Judge: Yeah. Yeah, the, uh, county prefers both the board and the department to be served. So, you've served the department, but you haven't served the board. Um, did you inform the department of today's appearance?

[(0:31)] Lawyer: I did. Throu- through the same method, um, I originally did.

[(0:36)] Judge: Okay. So, what's a convenient day, Jennifer?

[(0:49)] Jennifer: [pauses] July 6th at 9.30, Your Honor.

[(0:52)] Judge: All right, counsel?

[(0:53)] Lawyer: July 6th, I'm actually going to be out of town. Um, I will be back July 10th.

[(1:02)] Jennifer: Can we do July 18th at 1.30?

[(1:05)] Judge: All right, July 18th at 1.30 is a continued trial setting. Petitioner is ordered to serve the board and notify both the board and the department of the July 18th date.

[(1:19)] Lawyer: Okay. I also asked the commission for an update on the record. They said they expected to be ready next week.

[(1:27)] Judge: Alright. So, you'll be able to tell me on July 18th whether it needs to be page stamped from beginning to end. Okay? All right. Thank you.

[(1:33)] Lawyer: Thank you, Your Honor.

[(1:36)] Judge: Um, okay. Betty Forrester versus CalSTRS, 22ST-CP-00625, number three on the calendar. Pass your turns, please.

[(1:54)] Mr. Bennett: Good morning, Your Honor. Barry Bennett, appearing for the petitioner, Betty Forrester.

[(2:00)] Ms. Thomas: Good morning, Your Honor. Kaleigh Thomas, appearing for CalSTRS.

[(2:05)] Judge: Do you have an appearance, from respondent?

[(2:07)] Jennifer: No, Your Honor.

[(2:09)] Judge: All right, state-, uh, spell your name again, please, for respondent.

[(2:13)] Ms. Thomas: K-A-L-E-I-G-H, Thomas, T-H-O-M-A-S. I'm appearing for Natalie Vance. Um, she's unable to make it today.

[(2:27)] Judge: K-A-L, I didn't get the next letters.

notice. The memory stick that you're gonna give me will contain the party's, I'm sorry, the trial notebook will also have in it the bates-stamped version, I highlight bates-stamped version, of the agency's decision, um, reducing Petitioner's benefit. The, uh, trial notebook will have the part, uh, that's in the trial notebook. The memory stick will be the party's three briefs, uh, in word form that can be edited without dragging the rule to numbering alongside of the-, uh, of your briefs. In other words, I want to be able to cut and paste from the- your briefs on the memory stick and put your arguments in my decision. Uh, so, that's what's on the memory stick.

The record itself, since it's relatively small, will be in one- one or more three-ring binders. I don't like four-inch binders. I prefer three-inch binders. So, if it doesn't fit in a single three-inch binder, put it in two binders. So, I'm gonna get my trial notebook, my memory stick, and my record on October 9th. Now, because, uh, I'm getting a courtesy copy, essentially, of your briefs in hard copy form in the trial notebook, you do not need to, uh, provide a courtesy copy to me as you file your briefs electronically. But you do need a briefing schedule for filing your briefs. Um, there's two ways to set it. I can either set it myself now, or you can agree between yourself. I don't care which- which happens. What would you prefer?

[(10:06)] Mr. Bennet: Your Honor, I'd prefer to, when Ms. Vance becomes available, uh, with this trial date in mind, agree with-, We-we have no problem agreeing in other matters. And I would prefer that we provide a briefing schedule to the court based on what she tells me about her schedule and what I know about mine.

[(10:26)] Judge: Okay, you-you can either, you can file a written stipulation or do nothing. I-I don't care when you file your briefs. I'm gonna get what I want overnight. So, if you trust each other, then just agree on a schedule, and that will be that. If-if you want me to sign an order to that effect, I will.

[(10:43)] Mr. Bennet: Um, very good, Your Honor. I-I think we can do it voluntarily.

[(10:47)] Ms. Thomas: I agree. We can do it voluntarily.

[(10:50)] Judge: All right, the last point is that service of your briefs on each other is electronic unless you agree to some other form of service. Do you have any questions about the process?

[(11:00)] Mr. Bennet: No, Your Honor.

[(11:02)] Ms. Thomas: No, Your Honor.

[(11:04)] Judge: Okay, notice waived, Mr. Bennett?

[(11:06)] Mr. Bennet: Yes, it is.

[(11:08)] Judge: Ms. Thomas?

[(11:10)] Ms. Thomas: Notice waived. Thank you, Your Honor.

[(11:12)] Judge: Thank you.

[(11:14)] Mr. Bennet: Thank you.

[(11:18)] Judge: Okay, Hugh Johnson versus Los Angeles Housing Department, 23STCP00644. [clears throat] Pardon me. Number four on the calendar. Appearances, please. Anybody?

[(14:39)] Judge: Okay, I didn't see that. I saw the proof of service.

[(14:41)] Jennifer: It looks like a-a notice of proof of service.

[(14:45)] Judge: Notice of proof of service? But I'm talking about today's hearing.

[(14:48)] Jennifer: Well, the notice says-, the proof of service says today's date.

[(14:51)] Judge: Okay, Ms. Breithaupt, any-any knowledge as to why the landlord's not here?

[(14:56)] Ms. Breithaupt: Absolutely none, and I've had no contact with him either. And I do see the pleading filed by Mr. Geary Johnson that he served the hearing on High Point.

[(15:10)] Judge: Okay, so this is a matter of the record. What is the status of the record?  
[inaudible]

[(15:16)] Ms. Breithaupt: Um...

[(15:16)] Judge: Ms. Breithaupt?

[(15:20)] Ms. Breithaupt: Yes, Your Honor. Um, thank you. Um, Your Honor, um, the record has not been constituted. Um, I'm working with my client, with LAHD presently. Mr. Johnson, as I understand, pursuant to an email, is asking for LAHD records since 2014. Um, in addition, Your Honor, the city, I plan to undertake pulling a bunch of prior, looks like Superior Court files. There's- there's been, uh, it appears, several adjudications of the identical issues. So, um, the status is is that it has not been constituted and, honestly, I'm just starting to work on it. Additionally, Your Honor, I'd like to inform the court, um, the administrative decision that's being challenged, um, I've contacted my client. I recognize this is kind of privileged, but it's, you know, in transparency.

The administrative decision that they've issued has a typo that they may want to correct, um, just for- for clarity purposes. I don't think it changes the posture of the case and the pleading, um, but it would be nice to have a very clear record on that. And for Mr. Geary Johnson to have the information that he needs to be fully apprised of his rights, um, assuming that he gets past the hurdle of juris judicata and collateral estoppel, um, I think it's going to take a measure of time to get these records together because of the scope. And then once I get the records, Your Honor, I'm gonna have to put a number on how much it costs to duplicate them and then discuss with Mr. Johnson if he really wants to go that broad. He's certainly entitled to get any government records that we have, but there's a cost associated with it.

[(17:16)] Judge: Okay, that's a CPRA request, right?

[(17:19)] Ms. Breithaupt: No, it isn't, actually. He's just asking for the records for the 1094.5. And, uh, there's a cost for duplicating government records in a written proceeding.

[(17:33)] Judge: Yes, but, uh, I wouldn't... We're only talking about what happened at the hearing. We don't care about other hearings. Uh, I will...

[(17:43)] Ms. Breithaupt: Well, to the- the extent there's been a prior adjudication, well, he's asking for the-, since 2014, so I'll just put that out there. So, I-I just want to be respectful if the court wants to address that. Um...

[(17:56)] Judge: I don't see how that's part of the record, 2014. I'm that's-, I mean, that's a discovery issue. Uh, maybe, you know, I'm not sure what the relevance is to his 1094.5, and I

know I'm... Mr. Johnson, I'm using jargon. Um, I'll explain it to you in a second. Um, I mean, the record is the record. Now, if he wants something else that's relevant to a 1085, okay, um, but I guess I would want to know that. Um...

[(18:26)] Mr. Johnson: Your- Your Honor, if I may?

[(18:29)] Judge: Yes.

[(18:31)] Mr. Johnson: Um, I'm only asking for the record from the, uh, the respondent, uh, because in the respondent's decision, there- there was no hearing, by the way. There was just a written decision. So, I'm questioning the written decision, but in the written decision, uh, in the- in the documents that were forwarded to the complaint that preceded the written decision, the, uh, housing department is traditionally questioning the rent agreement, and the rent agreement actually goes back to 2010. So, I'm not going back to 2010, but I'm just basing my request on, uh, the argument of the housing department where they traditionally are asking for records for the entire, uh, you know, uh, the entire time period of the- of the tenancy of myself.

[(19:21)] Judge: Okay, so when you say this is a, what we call a paper decision, that is, no- no live hearing occurred, was it, uh, contested? That is, did you present evidence, and the landlord presented evidence, and the general manager then reached a decision?

[(19:37)] Mr. Johnson: Uh, no, the process is that you submit a complaint, and I actually had no other contact with the housing department before they issued the decision. So, there was- there was no, uh, going back and forth. There's no- no, uh, type of exchange of other documentation other than the documentation I supplied with the administrative complaint.

[(20:00)] Judge: Okay, and Ms. Breithaupt, did- do you know whether the landlord submitted, um, opposition to the complaint?

[(20:06)] Ms. Breithaupt: No, and that's- I don't. I have no idea. And the other thing, as I had ment- touched on before, is I don't know if- I'm- I'm familiar with Mr. Johnson. I've had a case against him before. Um, the city has. Um, I believe that this is- there's been prior adjudications. So, I- this is what I'm trying to embrace, is what did the landlord do? I know there was, I believe, a small claims action where Mr. Geary Johnson, I think it's in the recent past, got a judgment for this diminution in housing services arising for the- from the lack of an intercom and tandem parking. He actually got, I think it was, uh, like \$1,000 or- So, I think the landlord defaulted in that case, too. I think he didn't appear.

[(21:00)] Judge: Okay, so a-a threshold question for me is always, is this administrative mandamus? It's not clear that it is. If it was not a contested hearing, doesn't matter whether it's a paper hearing or a live hearing. But if it wasn't contested by two sides, then it's- it's not administrative mandamus. It's traditional mandamus, and discovery rules would apply. Um...

[(21:25)] Ms. Breithaupt: And when you say traditional, it's a 1085, you're saying, Your Honor?

[(21:29)] Judge: It could be a 1085 if it's- if it's not contested. Um...

[(21:35)] Ms. Breithaupt: But there's an evidentiary record. Um, so I'd- I- because I think, wouldn't a 1085 just only involve ministerial decisions? Um, there's the...

[(21:45)] Judge: No, I think any decision whether- where it is, the decision is made without the benefit of argument from opponents is gonna be traditional mandamus not... There can still be a record, um, but it's not gonna- discovery rules will then apply. Um, but I guess- so that's- it's uncertain to me whether this is administrative mandamus, Mr. Johnson, which requires a

record and is basically only a record, uh, or traditional mandamus for which discovery is available. Uh, Ms. Breithaupt, how about I tell- I guess the implication of what you're saying is you may demur?

[(22:26)] Ms. Breithaupt: Um, no, I- Your-, to be honest, I-I haven't really thought through what I would do, cause I already did file the answer.

[(22:36)] Judge: Oh, all right, you've already...

[(22:37)] Ms. Breithaupt: Yeah, so I mean- I mean a motion for- I don't- I know a motion for summary- summary judgment is- is kind of a big motion to bring in this type of a proceeding. So, I-I have to- there's a level of deliberation that I haven't been able to undertake because I don't know what's out there, but I-I do think there's issues of law. I mean, maybe a motion to eliminate would be an- an effective way to deal with evidentiary issues as far as prior adjudications and collateral estoppel. Um...

[(23:05)] Judge: No, there's no such thing as a motion to eliminate in a- in a matter like this. But what you could do is make a 1094 motion based on undisputed facts. Um, but that's up to you. All- all I want to know I- so my ruling right now is it's unclear to me whether this- this case is traditional or administrative mandamus, but in any event, you're going to prepare a record which has not been prepared yet. Uh, so, I have to continue this trial setting both for preparation of a record and- and to see if the landlord wants to appear. And, Ms. Breithaupt, I'm gonna ask you to contact the landlord to see if the landlord wishes to participate in this case. Um, how long do you want for this process?

[(23:56)] Ms. Breithaupt: Um... Could I have 45 days?

[(24:02)] Judge: So, is that all right, Mr. Johnson?

[(24:04)] Mr. Johnson: Uh, yes, it is, Your Honor.

[(24:07)] Judge: Okay, 45 days from now is late July- it pays better, the 25th or 27th?

[(24:16)] Jennifer: 25th, Your Honor.

[(24:17)] Judge: All right, July 25th at 1.30 in the afternoon. That's a Tuesday. That will be a continued trial setting. Um, I would like to know that the record- first of all, that you've gotten the records that Mr. Johnson has asked for, that the record is prepared and certified, and, uh, that the landlord has been informed of the July 25th date. Ms. Breithaupt, I'm gonna ask you to make sure the landlord knows about that court appearance.

[(24:50)] Ms. Breithaupt: I will, Your Honor, and I'll also prepare a pleading and file it the week of the 17th, um, providing that specific information and including a proof of service with the ci- with the landlord included. I plan to do that on Monday, the 17th. And then...

[(25:08)] Mr. Johnson: Your Honor, I'd like to add- add something, if I can.

[(25:11)] Judge: Yes, go ahead.

[(25:14)] Mr. Johnson: Um, just wanted to make the court aware, which you pro-, you might not be aware, but, um, this is not a, uh, decision of the housing department that happened and then that was the end of it. Uh, I'm actually still a tenant, uh, involving this property, so there's a continuing obligation on the part of myself as tenant and also the landlord. So, I'm still a tenant and there's still a continuing obligation as far as housing services. And I know that, from

my standpoint, uh, this action is not against the landlord. It's actually against the housing department. So, I have a continuing relationship with them.

[(25:54)] Judge: Correct. So, what that means is your continuing relationship with the landlord, um, is not relevant in this case. Because what I-, I mean, you could amend, but if you did it would-, part of the case would go to a different department. I only address the city's decision or the department's decision, um, that took place denying you, uh, the relief you're seeking now.

[(26:20)] Mr. Johnson: Yes.

[(26:21)] Judge: So, there's no ongoing relationship issue. It's historical. Looking back, um, did they make the right decision or didn't they? That's really all I can say.

[(26:31)] Mr. Johnson: Okay. Thank you. Thank you.

[(26:33)] Ms. Breithaupt: Yeah. Your Honor, I guess it's- that underscores that, uh, Mr. Geary should understand that the remedy is gonna be, the court's either gonna affirm or, you know, send the- the decision-making back to the department. But there's- there's no, like, this is not like a damage case.

[(26:53)] Judge: You can get damages incidental to mandamus, but, um, I don't- this doesn't appear to be that kind of, uh, situation. So, yeah, that's right. If you win, Mr. Johnson, I'll be setting aside the department's decision and sending it back to them to do it over. Basically, that's what- that's what, uh, winning would mean for you.

[(27:12)] Mr. Johnson: Yes, Your Honor.

[(27:13)] Ms. Breithaupt: And ironically- ironically, the decision seems to find that there was no diminution in housing services. However, there- there could have been tenant harassment. So, it's like this bifurcated decision. I'm- I'm not, I guess he'll let us know which decision he's not happy with.

[(27:32)] Judge: Well, okay. Uh, well, he's not happy with the fact that he didn't get his intercom repaired and he got his parking reduced. That's what I understand from the petition. Um, okay. Uh, so, actually, Ms. Breithaupt, you're gonna be giving notice because you have to tell the landlord anyway.

[(27:50)] Mr. Johnson: Yes, I'll send out notice of the continuance to the TSC to July 25th at 1.30 in Department 85. I- and I'll serve, uh, the petitioner and the landlord and then advise the court during the week of the 17th that I have, uh, followed your instructions for the administrative record and informing the landlord.

[(28:10)] Judge: Right. Okay. Anything else, Mr. Johnson?

[(28:12)] Mr. Johnson: Uh, Your Honor, um, I think I'm pretty clear as to what has to happen before the next, uh, conference or next hearing. Um, is there anything that I personally need to do?

[(28:26)] Judge: No, it sounds like I- you need to work with Ms. Breithaupt, uh, to get whatever the record is going to be, uh, prepared and to get these records that you were seeking back in 2014. I don't know that that's part of the record. I-I have no opinion on that right now. Um, so, that's the only thing you need to do is work with her to try to get the record ready.

[(28:50)] Mr. Johnson: Okay. Thank you.

[(28:52)] Judge: Okay. Thank you.

[(28:54)] Ms. Breithaupt: Thank you. Have a nice day. Bye.

[(28:57)] Judge: Thank you. Um, next case is...[beep] I don't know where the position is.  
[murmurs]

[(30:00)] Man: Where are they supposed to appear at the hearing? I don't think they were supposed to appear on it. I'd have theirs their-, I-I mean, when I first got the notice of hearing date, which was today, I filed that- that with the court. It's on the record I filed with the court. I have it in front of me. It was a notice sent to the... And this was sent, uh, whenever the first, uh, hearing was. Whenever the first, uh, notice was from the court that there would be a- a trial setting conference, but it's clearly not a trial setting conference. [murmurs]

[END]

The actions of Respondents are Intentional to Cause Harm. Demand for \$1 Million Dollars in Damages to CRD Complaint Case 202305-20745222- Owner Refuses Housing Modifications.

---

From: G Johnson (tainmount@sbcglobal.net)

To: patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; susan.strick@lacity.org; contact.center@dfeh.ca.gov; shou.committee@senate.ca.gov; mayor.helpdesk@lacity.org; lahd.rso.central@lacity.org; hcidla.reap@lacity.org; paul.krekorian@lacity.org; councilmember.price@lacity.org; councilmember.lee@lacity.org; highpoint1522@gmail.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; megan@boldpartnersre.com; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfeld@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Cc: dave.vargas@hud.gov; cfontanesi@hudoig.gov; foiarequests@hudoig.gov; whistleblower@hudoig.gov; hudlosangelesoph@hud.gov; meena.s.bavan@hud.gov; maria.j.granata@hud.gov; ben.luu@hud.gov; mayfelisa.miso@hud.gov; albert.e.proctor@hud.gov; timothy.a.still@hud.gov; twan.quach@hud.gov; jameel.e.hill@hud.gov; hud-pihrc@ardentinc.com

Date: Sunday, August 27, 2023 at 09:46 AM PDT

---

**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**

## **RACISTS AMONG US**

**The city housing department per the claim for damages against the city is requested to access damages of \$1 million dollars against the property owner for the acts stated herein**

Dear CRD per case number above and to Respondents:

RESPONDENTS:

1. **City of Los Angeles Housing Department including RSO, REAP, and code enforcement divisions** 1200 W. 7th Street Floor 1, Los Angeles CA 90017- via email above

2. **Meghan Hayner**, Bold Partners, 520 Pacific Street #5, Santa Monica, CA 90405 - via email above

3. **Skylight Real Estate Advisors** 5600 W. Jefferson Blvd. LOS ANGELES, CA 90016

4. **Power Property Management Inc.**, 8885 Venice Blvd #205, Los Angeles, California 90034-

5. **Hi Point 1522 LLC**,  
c/o Thomas Khammar,  
Power Property Management Inc.,  
8885 Venice Blvd #205, Los Angeles, California 90034- via email and facsimile

6. **Mayor Karen Bass**, staff, city council members,  
City Hall, 200 North Spring Street, Los Angeles CA 90012 - via email

7. Nisi Walton. Power Property Management Inc.

thomas@powerpropertygrp.com highpoint1522@gmail.com  
09e41e7459a05677911c@powerpropertygroup frontdesk@powerpropertygrp.com;  
nisi@powerpropertygrp.com; brent@powerpropertygrp.com;

OWNER MEGHAN HAYNER AT meghan@boldpartnersre.com

This email represents new evidence as the owner accepted payment of rent on August 1, 2023. The tendered check from myself endorsed by the owner says "for intercom repair in unit, rent and tandem parking." Check #1250. The owner has received adequate notice. **The repairs have not been made and the tandem parking requested has not been provided.**

1. The City of Los Angeles government, Los Angeles Housing Department, Hi Point 1522 LLC, Power Property Management Inc. including Thomas Khammar, Brett Parsons, and **Nisi Walton**, have denied me a good faith interactive process and reasonable housing accommodation/modification for my disability, i.e the intercom unit in my apartment is still not working as intended, and I have still not been provided a tandem parking stall even after a written request from my doctor.

2. The Civil Rights Department of the State of California is requested to access each party above \$1 million dollars (one million) because they have denied me a good faith interactive process and reasonable accommodation for my disability, and denied me housing accommodations as requested.

3. In addition I have been denied full and equal housing services due to my race, Black, sex male, age over 45, and because I have a disability. Select white female tenants and not over the age of 45 residing at this address have been granted free Wi-Fi and internet, such services denied to me.

4. The owner continues to collect rent as well as charge select units utility charges when such units were only allowed a vacancy decontrol in rent amounts that does not authorize

an increase in utility charges previously included in the rent. The city housing department is complicit in this violation of the Costa-Hawkins law.

5. I have requested information from the owner on the Akuvox system and have not received such information that was fully provided to white tenants; I have been treated in an arbitrary and less than full and equal manner because I am a Black male over the age of 45 with a disability.

6. The city government, as the causal nexus affect of my written complaints to them, have at all times refused to provide the housing services requested by me; their actions of not doing so are intentional to cause harm to me. The city government at all times, thru the provisions of the LAMC housing, code enforcement, and REAP regulations are liable to provide me the services requested. My city Los Angeles housing RSO complaints, code enforcement complaints, and REAP complaints establish the nexus and causal connection to city employees and the harm I have experienced.

**“James Byrd Jr. (May 7, 1998. Shawn Berry, Lawrence Brewer, and John King dragged him for three miles (five kilometers) behind a pickup truck along an asphalt road. Byrd, who remained conscious for much of his ordeal, was killed about halfway through the dragging when his body hit the edge of a culvert, severing his right arm and head. The murderers drove on for another 1+ 1/2 miles (2.5 kilometers) before dumping his torso in front of a black church.”**

**“(Re Emmett Till). Several nights after the incident in the store, Bryant’s husband Roy and his half- brother J.W. Milam were armed when they went to Till’s great-uncle’s house and abducted Emmett. They took him away and beat and mutilated him, before shooting him in the head and sinking his body in the Tallahatchie River. Three days later, Till’s body was discovered and retrieved from the river.”**

**“There was some kind of scuffle two hundred yards down the street, again strangely noiseless, and a huddled knot of men opened up to reveal two brawlers being separated and pulled away from their fight. What I saw next gave me a fright: in the farther distance, beyond the listless crowd, the body of a lynched man dangling from a tree. The body was slender, dressed from head to toe in black, reflecting no light. It soon resolved itself, however, into a less ominous thing: dark canvas sheeting on a construction scaffold, twirling in the wind.”**

— Teju Cole, Open City

7. EMAIL NOT RESPONDED TO My July 17, 2023 email at 1:15 pm has not been responded to by the owner Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager), or by the city Housing Department. My August 8, 20223 email at 8:09 pm has not been responded to by any of the Respondents.

#### 8. THE NON-WORKING INTERCOM

After complaining about this since 2014 (over eight years), the intercom in my unit is still not functioning as intended. Not working. I have not received any written notification or otherwise of when it will be repaired or replaced.

## 9. THE AKUVOX SYSTEM

The owner installed the Akuvox SmartPhone App based Door Entry system on the outside of the building around May 19, 2023. I have not been provided any information by Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager) or by the city Housing Department as to how to operate the system. My own research at \$22.00 per hour indicates that a smartphone and Wi-Fi/Internet are needed to operate the system which I presume includes the function of keypad entry. The owner and city has not supplied me with the parts to operate the Akuvox, i.e. the smartphone, Wi-Fi/Internet, and has not supplied me with the keypad number to allow deliveries and guests to enter the building. The keypad number was previously 1967E but the front door keypad was removed May 19 2023 and the rear building keypad remains. I paid extra rent monies for the front door keypad and the intercom that was removed from the front of building on May 19, 2023. The city is liable under the LAMC and code enforcement and REAP provisions to provide the parts to me to operate the Akuvox system.

## 10. TANDEM PARKING

The owner has previously stated that unit 9 tenants are entitled to a tandem parking stall. However the parking stall we have is a single car stall as pictures supplied to the city indicate. Meghan Hayner, Bold Properties Inc., Hi Point 1522 LLC, Power Property Management Inc., Thomas Khammar, Brent Parsons, Nisi Walton, or Kassandra Harris (resident manager), or by the city Housing Department have refused to indicate the assigned number of the tandem parking stall that Thomas Khammar says that unit 9 is entitled to. The tandem parking stall issue has been pending since 2014 also. **All respondents have ignored my doctor requests for such services as a housing accommodation/modification.** It is a repair issue that the striping for stall #8 should be extended to make it a tandem stall. Such repair the owner is liable for as well as the city.

January 23, 2019 Contact: Fahizah Alim (916) 585-7076 For Immediate Release Fahizah Alim@dfeh.ca.gov

## **DFEH Settles Employment Disability Discrimination Case against Inter-Con Security Systems, Inc.**

*Security guard receives \$87,000 and reinstatement after employer fails to engage in interactive process*

**Sacramento** – The California Department of Fair Employment and Housing (DFEH) has reached settlement in an employment disability discrimination case with Inter-Con Security Systems, Inc. (Inter-Con) involving an employee who alleged that he was denied a good-faith interactive process and reasonable accommodation for his disability.

The employee, a security guard, filed a complaint with DFEH in February 2017, alleging that Inter-Con transferred him to a post that required more standing than his disability-related restriction permitted, and did not grant his request to return to a previous post where he could perform the duties successfully without accommodation. The complaint alleged that Inter-Con then placed him

on unpaid leave, stating that Inter-Con is a “zero restriction” company. DFEH found cause to believe a violation of the Fair Employment and Housing Act had occurred and filed a civil complaint in March 2018 in Sacramento County Superior Court. The parties reached a settlement agreement in which Inter-Con agreed to pay \$87,000 to the complainant and \$5,000 to DFEH for attorneys’ fees and costs. Inter-Con has also reinstated the complainant to his position as a security guard.

“The law requires employers to engage in a meaningful, good-faith interactive process to see if a reasonable accommodation will allow an employee with a disability to continue working,” said DFEH Director Kevin Kish. “DFEH is committed to seeking the reinstatement of employees in appropriate cases.”

In addition to paying a total of \$92,000 to settle the lawsuit, Inter-Con has agreed to monitor all requests for reasonable accommodation for the next three years and report compliance to DFEH, disseminate information about anti-discrimination laws to its employees, and develop and implement a written anti-discrimination policy as well as a written interactive process policy.

Staff Counsel Grace Shim and Assistant Chief Counsel Nelson Chan represented DFEH in this matter.

###

*The DFEH is the state agency charged with enforcing California’s civil rights laws. The mission of the DFEH is to protect the people of California from unlawful discrimination in employment, housing and public accommodations and from hate violence and human trafficking. For more information, visit the DFEH’s web site at <http://www.dfeh.ca.gov>.*

## ARTICLE

<https://www.kts-law.com/reasonable-accommodation-or-undue-burden/#:~:text=If%20the%20disability%20is%20not,the%20person%20qualifies%20as%20disabled.>

## Reasonable Accommodation or Undue Burden? Revised March, 2015

Disability is the most common basis for the filing of housing discrimination complaints in California and nationally. Under federal and state fair housing laws, residents of rental housing who have disabilities are entitled to two rights that are not available to residents without disabilities. Residents with disabilities may make “reasonable modifications,” which are physical changes to the premises such as installing grab bars. They are also entitled to be granted exceptions to the normal rules, policies practices or services. Such exceptions are called accommodations and may include things such as granting a resident with a disability the opportunity to have a companion animal despite a “no pet” policy. Many disability-related cases involve an alleged failure of a landlord to grant a request for a reasonable accommodation.

The Fair Housing Amendments Act (FHAA) defines discrimination as including “a refusal to make reasonable accommodations in rules, policies, practices, or services, when such

accommodations may be necessary to afford [a person with a disability] equal opportunity to use and enjoy a dwelling.” 42 U.S.C. §3604(f)(3)(B).

The threshold issue in determining whether a reasonable accommodation request must be granted is whether the resident in question meets the California definition of disability. If the disability is apparent, no verification of disability is required. If the disability is not apparent, the applicant or resident may be required to provide verification that he/she meets the California definition of disability. There can be NO inquiry into the nature or extent of the disability, but the landlord has the right to confirmation that the person qualifies as disabled. For an exception to the rules to be granted, the person with an apparent or verified disability must also have a disability-related need for the requested exception. That is, granting the request must be necessary in order for the resident to be able to use and enjoy the rented premises on an equal basis. If the disability-related need is not apparent, it may be required to be verified as well.

Assuming there is a showing of disability and disability-related need, a landlord may not refuse a request unless it is “unreasonable.” Accommodations are generally considered to be reasonable unless they would constitute an “undue” financial or administrative burden on the landlord, or would fundamentally alter the nature of the services rendered by the housing provider. Some burden or cost is expected to be borne by the landlord. The analysis of whether a burden is “undue” is expected to take into account the resources available to the particular landlord in question.

For instance, an accommodation that may not be an undue financial burden for a company that owns a large number of units may be unduly burdensome for an owner with fewer units. Courts have recognized that the reasonable accommodation inquiry is highly fact-specific, requiring a case- by-case determination. If a landlord determines that an accommodation request is unreasonable, he or she is expected to enter into an “interactive process” with the resident to attempt to negotiate a reasonable alternative accommodation.

In the past, the financial impact of accommodations was generally indirect. For example, if a landlord assigned a reserved parking space to a mobility- impaired resident, the landlord would be expected to bear the relatively small cost of painting stripes and putting up a sign for the space. In recent years, a trend seems to have developed for tenants’ rights advocates to argue that it is reasonable for landlords also to allow accommodations that affect economic considerations. As an example, financial accommodations may arise in the screening process. Some tenant advocates are of the opinion that an application should not be denied if negative credit information is related in any way to an applicant’s disability.

Financial accommodations arise during a tenancy as well. If the resident’s primary source of income is from disability payments and such payments are received on a date other than the rental due date in the contract, a landlord may be expected to adjust that rental due date as an accommodation.

Allowing payment of rent by a third party outside of the government-subsidized housing arena has also become a hot topic recently. For instance, charitable organizations who

assist persons with disabilities sometimes offer to cover all or part of the resident's rent or security deposit by making payments directly to the landlord. In 2006, the California Department of Fair Employment and Housing (DFEH) entered into an \$80,000 settlement agreement with a Los Angeles landlord who enforced a policy to not accept rent from parties other than residents. The director of DFEH is quoted as saying: "Something as reasonable as accepting a third-party check to pay the rent of a person with AIDS does not impose an economic hardship for a housing provider." What if the third party missed a payment? Would advocates argue that a person with a disability should be allowed a delay in payment or that a landlord should waive late fees because of the third party's default? Further, in government-subsidized housing, a landlord cannot evict a resident for a default in payment of the government's portion of the rent. Would advocates try to argue that a person with a disability cannot be evicted if a private entity failed to pay the resident's share of the rent? Hopefully, landlords should be able to distinguish government subsidies from private payment arrangements.

What if a resident requested a reserved parking space and the only available spaces are those which are ordinarily rented for a fee? Is a landlord expected to take less rent each month because he is unable to provide a space that would otherwise be free? Although at first glance, this may seem unreasonable, a landlord should always go through the analysis of whether the request constitutes an undue financial or administrative burden before making a final determination.

Making a mistake in the analysis of reasonableness can be costly. The DFEH negotiated a settlement with a San Francisco landlord which resulted in the landlord agreeing to pay damages in the amount of \$1 million dollars for failing to accommodate a request for assignment of a more accessible parking space for a resident with a disability and for refusal to provide an extra key to the gated entry for the resident's caregiver. Such frightening results underscore the importance of giving each and every accommodation request careful consideration.

It is generally settled that landlords should not place financial conditions upon the granting of an accommodation. For instance, residents with disabilities should not have to pay for additional insurance in order to fulfill a disability-related need. In *HUD v. Twinbrook Village Apartments*, HUD

ALJ No. 02-00-0256-8 (HUD ALJ Nov. 9, 2001) the requirement for a resident with a disability to procure a renter's insurance policy specifically to indemnify the landlord against injury that could be caused by a wheelchair ramp was found to be discrimination in the "terms, conditions and privileges" of renting.

Landlords are also expected to forgo requiring a pet deposit for an animal which is kept by a resident because of a disability-related need. However, California's Unruh Act provides that although a landlord may not charge a deposit for an animal that is related to a disability "the individual shall be liable for any damage done to the premises or facilities" by the animal (Civil code section 54.2). It is logical to assume that a resident's responsibility would extend to damages caused by other disability-related sources besides animals.

Financial accommodation can involve forgoing damages for early termination of tenancy. For instance, if all parking spaces on a property are already assigned to residents and no one with a desirable space will voluntarily exchange spaces with the resident who has a disability, the parties should communicate ideas for other options. Alternatives might include the resident being put on a waiting list for parking assignments ahead of all non-disability related transfer requests. If that opportunity does not meet the resident's immediate needs, it appears that the only viable alternative may be to allow the resident to meet his or her disability-related needs elsewhere by moving from the premises, at the resident's option. The issue of reasonableness then revolves around balancing the potential financial impact on the landlord resulting from early termination with the impact on the resident of not being granted a necessary accommodation. Cases have stated that even a delay in the approval process can be considered a denial of an accommodation. Advocates argue that it is reasonable for a landlord to be required to immediately excuse a resident with a disability from further obligations under the rental/lease agreement in the event that relocation is necessary because of a disability-related need. There does not seem to be a definitive case on this issue in California as yet. In conclusion, each request for a disability-related exception to rules, even those involving economic policy, should be considered on a case-by-case basis. It is wise to provide a complete fact profile to legal counsel for assistance in achieving an informed risk management analysis.

Labor costs to prepare this email are \$42.00.

Text of voicemail received by Respondents the last few days (sic):

"This is Johnson calling, tenant 9 at 1522 Hi Point St 90035 at 323-807-3099. The intercom inside my unit is still not working. The striping has not been extended for stall #8 to make it a tandem parking stall. If repairs or code enforcement needs to enter, please contact the management office for access and post the 24 hour written notice to enter. DO NOT DISTURB THE TENANT. See the emails to you dated July 13, 2023 and Jul 17 at 1:15 pm. I have also not been provided the smartphone and internet parts to use the Akuvox system. This call is to the owner Meghan Hayner and LAHD and Ian Berensen. This voicemail is evidence of cost and damages."

The actions of all Respondents herein are Intentional to Cause Harm.

To HUD: Please investigate the city of Los Angeles for abuse of federal dollars for purposes of illegal housing discrimination as stated herein.

As published by the clerk records request 23-7163 at link:

<https://recordsrequest.lacity.org/requests/23-7163>

## **RACISTS AMONG US**

***All rights reserved.***

***Geary J. Johnson***

**1522 Hi Point St 9**

**Los Angeles CA 90035**

Phone 323-807-3099

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

Reference:

**Request to City Los Angeles and Owner for Parking and Akuvox Costs**

<https://lahousingpermitsandrentadjustmentcommission.com/request-to-city-los-angeles-and-owner-for-parking-and-akuvox-costs/>

Reference:

**NEIGHBORHOODS AND COMMUNITY ENRICHMENT COMMITTEE COUNCILMEMBER EUNISSES HERNANDEZ, CHAIR; COUNCILMEMBER JOHN LEE; COUNCILMEMBER HEATHER HUTT**

[https://clkrep.lacity.org/online/docs/2023/23-0239-S1\\_PC\\_PM\\_07-31-2023.pdf](https://clkrep.lacity.org/online/docs/2023/23-0239-S1_PC_PM_07-31-2023.pdf)

REFERENCE:

**2022 California Code  
Government Code - GOV  
TITLE 5 - LOCAL AGENCIES  
DIVISION 2 - CITIES, COUNTIES, AND OTHER AGENCIES  
PART 1 - POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES  
CHAPTER 1 - General  
ARTICLE 4 - Miscellaneous  
Section 53080.**

**Universal Citation:** [CA Govt Code § 53080 \(2022\)](#)

53080. (a) No city, county, city and county, or special district, including, but not limited to, a community services district, recreation and park district, regional park district, regional park and open-space district, regional open-space park district, or resort improvement district shall discriminate against any person on the basis of sex or gender in the operation, conduct, or administration of community youth athletics programs or in the allocation of parks and recreation facilities and resources that support or enable these programs.

**(b) The Unruh Civil Rights Act (Section 51 of the Civil Code) has been held to prohibit local governmental agencies from discriminating on the bases proscribed by the act, and Section 11135 also prohibits local governmental agencies that receive financial assistance from the state from discriminating on the basis of gender, among other bases.**

**HUD Staff:**

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**Staff:**

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HUD-PIHRC@ardentinc.com <https://www.hud.gov/states/california/working/ph/la-staff>

## REFERENCE:

Name: Geary J Johnson Date Submitted: 08/07/2023 11:07 PM Council File No: 21-1015-S4  
 Comments for Public

Posting: 21-1015-S4. City Administrative Officer report relative to the Board of Public Works, Climate Emergency Mobilization Office federal and state grant applications for the Community Resilience Centers Implementation Program. I oppose on the grounds of city government corruption. The effect of racism and corruption How many city employees out of 50,000 workers does it take to say the REAP division will repair your unit intercom and assign you a tandem parking stall today? The city attorney's office says there are thousands of pages of documents. The housing department says there are barely two hundred pages of documents including the tenant complaint. Who is telling the truth? There is 1000's of pages of documents claims Mayor Karen Bass's city attorney that prove Black tenants are denied fair housing. The Stand in the Schoolhouse Door took place at Foster Auditorium at the University of Alabama on June 11, 1963. George Wallace, the Governor of Alabama, in a symbolic attempt to keep his inaugural promise of "segregation now, segregation tomorrow, segregation forever" and stop the desegregation of schools, stood at the door of the auditorium as if to block the entry of two African American students: Vivian Malone and James Hood. (Source: Google) My doctor said I need the housing accommodation of assigned tandem parking and working intercom in my unit. When will the city government employees be able to provide me with that? Or what are the qualifications for a Blackman in America to be provided those accommodations? In a Los Angeles city government marked by racism, corruption and misuse of federal funds, how does a Blackman qualify for housing services?  
[https://clkrep.lacity.org/online/docs/2021/21-1015-S4\\_PC\\_PM\\_08-07-2023.pdf](https://clkrep.lacity.org/online/docs/2021/21-1015-S4_PC_PM_08-07-2023.pdf)

## **RANDOM** Letters

### **Hi, I am Ham**

I am a Ham-Jew-DNA-Kushite-Black male American over the of age 45, with a disability and entitled to all privileges and rights under the State Unruh Act, CC 51.52.

The office of Mayor Karen Bass and the Los Angeles Housing Department has received requests for 2022 forward for reasonable housing modifications from my doctor and myself requesting tandem secured parking and repair to the intercom in my apartment. One city employee said the city had received thousands of pages of complaints prior to 2022 but gave no explanation why housing services have not been restored as

requested.

Shame on me for being a Black man in America and having to jump through hoops.

**G. Juan Johnson**  
Los Angeles