

## Communication from Public

**Name:** GJuan Johnson

**Date Submitted:** 09/17/2023 10:27 AM

**Council File No:** 23-0835

**Comments for Public Posting:** PLANNING AND LAND USE MANAGEMENT COMMITTEE. Oppose to the Extent the report needs to define is “affordable housing” for upper middle income tenants or is “affordable housing “income restricted” housing. Opposed. In a Los Angeles city government marked by racism, corruption and misuse of federal funds, how does a Blackman qualify for housing services? Opposed because I still do not having a working intercom in my apartment and I have still not been assigned a tandem parking stall. The actions of the city government employees are racist and outrageous. “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. .... Their acts were intentional to cause harm.” Filed "PETITIONER GEARY J. JOHNSON’S SUPPLEMENTAL PETITION IN SUPPORT OF PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097)". Case 23STCP00644 Los Angeles Superior Court.  
<https://lahousingpermitsandrentadjustmentcommission.com/city-employees-declared-as-racists-pc-22-1327/> .  
“LA City employees declared as "Racists" PC 22-1327 - Wordpress”. ALARMING. (City attorney) Breithaupt said at the hearing that she feels some part of my conduct is "alarming". (I do note that the Judge seems to be unfairly favoring the city government, et al as he has repeatedly asked the Respondents to file a motion for dismissal.) Breithaupt's comment on "alarming" is vague and lacking in specificity. I would like to know sooner rather than later what does Breithaupt feel is "alarming" about my conduct so that I can report back to the court that I have addressed Breithaupt concerns: is she alarmed because I am Black, male, over the age of 45, and suffering from a disability? Is she alarmed because I want a working intercom in my unit? Is she alarmed because I want a tandem parking stall? Is she alarmed because I am engaged in protected activity? Is she alarmed because I can speak and comprehend English? Is she alarmed because I am representing myself? Is she alarmed because I rightfully asked the city and the city attorney's office to take legal action to get me a working intercom and tandem parking stall? Is she alarmed because the City of Los Angeles has stated my health is at risk because the intercom in my unit does not work and because I do not have a tandem parking stall? Is she alarmed because I continue to pay rent monies for services I am not receiving and the city government benefits from those rent monies? Is she alarmed because I have accused the city government of racism, corruption, and falsification of the record? Is she alarmed because I continue to assert my rights under the rental agreement? Is she alarmed because I am an American citizen entitled to all rights under the US Constitution, State of California Constitution, and the State Unruh Act? Is she alarmed because she noted Case CV16-03236(JLS) filed May 11 2016 and that case was dismissed without prejudice and Breithaupt does not understand what dismissed "without prejudice" means? Is she alarmed because she does not understand that 2-1 =1? “ (See email 9/8/2023.) The court does not appear to want to deal with housing discrimination, corruption, and falsification of the record and abuse of federal tax dollars; just sweep it under the rug. The City has engaged in a pattern practice of discrimination against black tenants for years as shown by the evidence and the words of the city attorneys office and conduct of the city attorneys office. “The World Bank classifies economies for analytical purposes into four income groups: low, lower-middle, upper-middle, and high income. “(Source: Google) The letters of the attorney office and documents submitted show that complaint after complaint by Petitioner (perceived as “colored-boy-nigger-darkie-coon-Negro-Black-African American”) represented new evidence and that the city government ignored new evidence, continuing obligations, and continuing harm relegating the matters to “already decided”; new evidence means the matter had not been decided. Attachments: 2023-9-16 Email City Attorney on Email Service; 2023-9-12 Notice of Errata 23STCP00644 PDF; 2023-9-11 Email to City Attorney re Record; 2023-9-8 Email City Attorney on Record; 2023-9-7 Minute Order Writ Case 00644; 2023-9-7 Letter from City Attny Noting Docs from Record; 2023-9-7 Email to City Attorney re Record; 2023-9-6 Email city attorney re LAHD Writ; 2023-8-21 Final Supp Pldg Writ No Exhibits

## Repeated request not to serve Petitioner by electronic or email- Case Johnson v City of Los Angeles 23STCP00644

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From: G Johnson (tainmount@sbcglobal.net)

To: deborah.breithaupt@lacity.org; gerst@novianlaw.com; susan.strick@lacity.org; 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; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; brent@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Date: Saturday, September 16, 2023 at 10:39 AM PDT

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Hydee Feldstein Soto  
Denise C. Mills  
John W. Heath  
Mei-Mei Cheng  
Deborah Breithaupt

Dear Los Angeles City attorney Office:

You have ignored my wishes not to serve me by email and not to represent to the court that you served me electronically. Your latest "Answer" to the Court represents that you served me electronically.

Other than the administrative record in this matter which must be served on me electronically, please do not send me any more copies of court documents by email, unless I give you prior approval, and please do not represent to the court that you have served me electronically.

All rights reserved.

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

1 GEARY J. JOHNSON  
2 1522 HI POINT ST UNIT 9  
3 LOS ANGELES CA 90035  
4 Petitioner, In Pro Per  
5 Mobile 323-807-3099  
6 Email: [tainmount@sbcglobal.net](mailto:tainmount@sbcglobal.net)  
7 Facsimile: 323-345-5070

8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

<p>12 GEARY J. JOHNSON, 13 Petitioner, 14 vs. 15 City of Los Angeles, 16 Respondent, 17 Hi Point 1522 LLC, 18 Real Party in Interest</p>	<p>Case No.: <b>23STCP00644</b></p> <p>PETITIONER GEARY J. JOHNSON'S NOTICE OF ERRATA RE SUPPLEMENTAL PETITION IN SUPPORT OF PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097)</p> <p>Date: <b>Tuesday, October 24, 2023</b> Time: <b>1:30 P.M.</b> Department: <b>85</b></p> <p>Date Petition Filed: <b>02/28/2023</b></p>
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23 TO THE HON JUDGE JAMES C. CHALFANT AND ALL PARTIES:

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25 Please take Notice that Petitioner Geary J. Johnson provides the following errata:

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On August 23, 2023, Petitioner filed the SUPPLEMENTAL PETITION IN SUPPORT OF PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). Petitioner has discovered inadvertent typographical errors caused by his disabilities.

Petitioner makes the following corrections : Strikethrough (~~example~~) indicates a deletion. Underline (example) indicates a correction.

From page 2: “Under CCP section 1094.5 (b) PETITIONER claims that respondent has no jurisdiction on harassment, there wasn’t a fair trial, and there was prejudicial abuse, abuse of discretion. Respondent has not preceded in the manner required by law.”

Pages 3-4. “Nowhere in any of the respondent decisions on the administrative cases submitted does it state any authority whatsoever to enforce landlord Anti-harassment ordinance. ~~Sub.~~—The respondent has no authority to say whether or not harassment has occurred ~~or~~ because they have no enforcement authority over harassment by landlord.”

Pages 4-5. “The respondent has abused its authority and discretion by not ordering that there has been a reduction or elimination in housing services required by contract or law, including the elimination of parking as provided in the tenants lease or contract. This is an ~~a~~ illegal agency policy that can be questioned under section CCP 1085 because it deprived Petitioner of rights under federal state and local anti-discrimination laws. ~~(1)~~ The value of a reduced parking stall in the LAMC RSO regulations is \$200 per month reduction in rent. Petitioner has been denied the housing service reduction in rent of \$200 per month x 36 months

1 = \$7200 for every month that parking for one car was removed from Petitioner. Petitioner does  
2 not waive rights to seek damages above the \$7200.”

3  
4 Page 5. “The maintenance “including but not limited to” says the rent agreement. There is  
5 no indications the rent agreement excludes ~~to~~ intercom or the parking lot striping. See the rental  
6 agreement at the Petition for Writ of Mandate, Exhibit 29.”

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9 “The city government capital improvement 2015 decision and appeal of Tenant  
10 Habitability Plan (THP) 9/26/2015 involve the wiring to the intercom at that time. Petitioner  
11 said or wrote the word Intercom 43 times but that did not result in Petitioner getting the repairs to  
12 the intercom at that time. ~~Note decision.~~”

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14 “Continuing damages and liability, entitles the petitioner to file repeated damage claims  
15 and complaints. ~~See cases on new evidence and continuing.~~”

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18 Page 7. “See attachment to rent agreement addendum which details that owner can  
19 change parking ~~sign is it~~ assignment at any time which is a benefit to the tenant. See Exhibit 29  
20 to the Petition for Writ of Mandate.”

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22 Page 9. “This is evidence to support that the Respondents ignore in order to deny  
23 petitioner due process.

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25 Page 15-16. “The documents and pictures supplied to the City of Los Angeles indicate  
26 the services provided at the inception of tenancy, and available at the inception of tenancy, to  
27 tenants unit 9, including Petitioner as one of two Black males. Petitioner was assigned a tandem  
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1 parking stall #14 in 2010 (inception of tenancy) and the rent agreement indicates parking for two  
2 vehicles. The change in terms of tenancy submitted by the owner and signed by Petitioner (See  
3 Exhibit 43-001) proves that Petitioner and roommate were assigned to stall #14 and asked to  
4 move to stall #8 (a single car stall). That is a reduction in parking and a condition assumed by the  
5 current owner of the property. In terms of the intercom and repairs, at the inception of the  
6 tenancy, unit 9 tenants were entitled to unlimited maintenance per the rent agreement only  
7 conditioned upon reporting the need for repairs of items that are not my personal items or due to  
8 fault of tenant. The unlimited repairs have been reduced to the point the intercom in the unit has  
9 not been repaired or replaced. Finally Petitioner supplied ~~gave you~~ information, which has  
10 apparently been ignored, that the owner thru Thomas Khammar admitted in a court proceeding  
11 that Unit 9 tenants are entitled to a working intercom---he said that the building needs to be  
12 rewired--- and in the same court proceeding he said ~~we~~ tenants unit 9 are entitled to parking for  
13 two vehicles---"tandem parking"---because he made the statement, false, that tenants unit 9  
14 already have ~~parking for two vehicles~~ tandem parking. If any ~~LAHD~~ Respondent's employee  
15 was not racially biased against ~~me~~ Petitioner, then they would not have issued the decision that  
16 services have not been reduced. ~~The owner admitted it in the documentation."~~

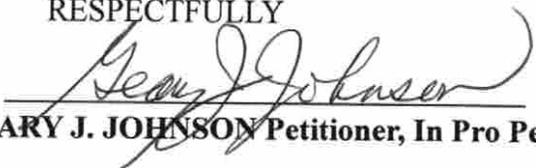
21 Page 18. "Respondents have not provided any evidentiary that petitioner is not entitled to  
22 full and equal housing services as enumerated under the state Unruh act civil CC 51,52 ~~including~~  
23 ~~but not limited to fully equal housing services and benefits. To include working intercom in his~~  
24 ~~unit and also the assignment of a tandem parking stall and parts or tools in order to use the~~  
25 ~~Akuvox system."~~

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28 Petitioner states that none of the corrections herein make substantive changes.

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Date: SEPTEMBER 12, 2023

RESPECTFULLY

By:   
**GEARY J. JOHNSON** Petitioner, In Pro Per

GEARY J. JOHNSON

1 PROOF OF SERVICE

2  
3 I, ERIC BECKWITH, do declare:

4 I am a resident of the County of Los Angeles; I am over the age of 18 years  
5 of age and not a party to be within entitled action; my business address is 1522 Hi  
6 Point St. Apt 9, Los Angeles, CA 90035.

7 On September 12, 2023 I served the within

8 PETITIONER GEARY J. JOHNSON'S NOTICE OF ERRATA RE SUPPLEMENTAL  
9 PETITION IN SUPPORT OF PETITION FOR WRIT OF MANDATE (CCP § 1085)  
10 (CCP 1084-1097)

11 (CASE NUMBER 23STCP00644 )

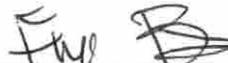
12 on the below listed in said action, by placing a true copy thereof enclosed in a  
13 sealed envelope with postage thereon fully prepaid, in the United States mail at  
14 Los Angeles, California, addressed to the last known address as follows:

15 Heidi Feldstein Soto  
16 John W. Heath  
17 Deborah Breithaupt  
18 Office of the Los Angeles city attorney  
19 City Hall  
20 200 North Spring St 21st floor  
21 Los Angeles California 90012-4130  
22 Attorney for City of Los Angeles Los Angeles  
23 Via First Class Mail

24 Michael Gerst  
25 Novian & Novian, LLP  
26 1801 century park east Suite 1201  
27 Los Angeles, CA 90067 - 2314  
28 Attorneys for real party in interest Hi Point 1522 LLC  
Via First Class Mail

23 I declare under penalty of perjury under the laws of THE STATE OF  
24 CALIFORNIA that the foregoing is true and correct.

25 Executed on September 12, 2023, at Los Angeles California.

26   
27 \_\_\_\_\_

28 ERIC BECKWITH

GEARY J. JOHNSON

## Administrative Record vs Case File - Meet and Confer Continued- Case Johnson v City of Los Angeles 23STCP00644

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From: G Johnson (tainmount@sbcglobal.net)

To: deborah.breithaupt@lacity.org

Cc: gerst@novianlaw.com; susan.strick@lacity.org; 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; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; brent@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Date: Monday, September 11, 2023 at 10:02 AM PDT

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Dear Parties:

This is a continuation of the meet and confer that was started thru email chains.

I am available by email to further discuss the record with you.

1. I have received your letter and record of documents on September 8, 2023 via postal mail physical copies.
2. I remind you that you have a duty to send me an electronic copy of the record. CRC rule 3.2225.
3. I am preparing a Motion to Augment/Amend the Record. I am obstructed from doing so because you said in your September 7, 2023 letter "other documents will be sent to you in the coming weeks, such as your government, tort claim, the claim denial, and other documents that have yet to be ascertained." I object on the grounds that you have not given any legitimate reason as to why these documents you state here have not already been made a part of the record. And as to why you have not at this late date, "ascertained" where the documents are. Your untimeliness in this matter will be noted in my motion to amend the record.
4. I am obstructed from preparing a motion to amend the record, due to the fact that you have not supplied the complete record at this point. CRC rule 3.2225.
5. You have not responded to my email that was sent to you September 8, 2023 at 9:49 AM as part of the meet and confer process.
6. I distinguish what was in the case file for city case CE273371 and what has become the administrative record.
7. I note here ,and I will do so in my motion to amend the record, that the case file CE273371 was 138 pages as of January 1, 2023. I ask that we stipulate to agree on that.
8. You have requested that I send you documents that I want included in the administrative file. I will only send if I know you do not already have the documents, otherwise for all documents already in your possession I will simply provide you a list.

9. The administrative record you are preparing should include the September 23, 2023 email to you at 9:49 am; all submissions I have made to the city clerk as "Public Comments" that have been submitted between September 1, 2022 and September 1, 2023 for city council agenda items or as city clerk Public Records Requests; all code enforcement violation complaints filed by me with the city between 2014 and to date 2023; the minute order issued by the court case 23STCP00644 September 7, 2023, the transcript of the September 7, 2023 hearing case 23STCP00644; any and all documents related to city case 50505SM and including documents authored by Petitioner objecting or appealing from the "capital improvements application" and the copy of the decision issued May 8, 2015; and this email herein should be included in the administrative record.

10. I reserve the right to add additional documents to the record as I review the physical documents the City supplied on September 8, 2023.

11. If not for purposes of delay and falsification and corruption of the record, I refer to your words "other documents will be sent to you in the coming weeks, such as your government, tort claim, the claim denial, and other documents that have yet to be ascertained."; since that occurred around May 4, 2023, I ask why have you not already included those in the record? It should not take four months to add those to the record.

12. I note that looking at the city claim for damages submitted by me, the word "continuing" damages and obligations occurs seven times. I note therefore that since the city wants to include the claim for damages as part of the record, then the city is admitting that the damages I am claiming are continuing damages and obligations on the part of the City and the Real Party in Interest, that such obligations and damages renew themselves upon the monthly payment of rent by myself. I would like the City to stipulate that it agrees that the damages and obligations to me that are the subject of this court case are "continuing".

13. I want the record you are preparing to indicate that the 138 pages were the only documents considered for the December 28, 2022 case decision CE273371. I request the city stipulate to this.

14. I note here that your September 7 letter states that the document dated July 6, 2023 is a "LAHD supplemental decision." I object to that wording. Looking at the July 6 document, it in no way says that it is a "supplemental decision." The July 6 document says "this letter is a supplemental information to clarify case C273371." It would be a falsification and corruption of the record for you to state otherwise. If your records compilation says it is a "decision" I will object. I will further object that you have not stated any legal authority or evidence that gives you the authority to issue such "supplemental information."

15. Your letter states "other documents will be sent to you in the coming weeks such as your government tort claim the claim denial and other documents that have yet to be ascertained." The claim for damages of May 2023 clearly mentions the word "continuing" at least six times. I would like the City to stipulate that this matter is one of continuing obligations and damages alleged against the City as well as the Real party in Interest.

16. The minute order says, "Respondent represents to the court that there are two decisions at issue with four administrative records totaling approximately 800-1000 pages. Petitioner will provide petitioner the administrative record this week." I only presented one RSO case in the Petition for Writ. Your September 7 2023 letter mentions four decision which would make the total five. I ask that the City stipulate that its intent is to enter court action for damages against the Real Party In Interest. I also add as such you did not provide me with the record last week because you said the documents you provided are not complete.

17. If the RSO case was decided in December 28, 2022, if not for racism, corruption, and falsification of the record, why are there "documents yet to be ascertained" nine months later and a staff of 33 lawyers cannot find the documents?

All rights reserved.

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

Petitioner Pro Se

## Case 23STCP00644 Johnson v City of Los Angeles

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From: G Johnson (tainmount@sbcglobal.net)

To: deborah.breithaupt@lacity.org

Cc: gerst@novianlaw.com; susan.strick@lacity.org; 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; cityatty.help@lacity.org; councilmember.hernandez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; brent@powerpropertygrp.com; richard.brinson@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Date: Friday, September 8, 2023 at 09:49 AM PDT

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Hydee Feldstein Soto

Denise C. Mills

John W. Heath

Mei-Mei Cheng

Deborah Breithaupt

### **Dear Los Angeles City attorney Office:**

1. I ask that the city attorney's office remove Deborah Breithaupt from this case.
2. Breithaupt according to CRC Rule 3.2225 below, only had 10 days to prepare the administrative record after the petition is served. The petition for writ was served on you February 23, 2023. It is well past 10 days and the record has not been produced.
3. I realize the Court appears to be unfairly biased and favoring the Respondents but that is not an excuse to violate the CRC and State Rules of Professional conduct. The last time I checked there were over 30 attorneys working in the city attorney's office.
4. Breithaupt has still not addressed how the 138 page record city case file CE273371 has ballooned to over 300 pages and at the latest court hearing Breithaupt said the record will be over 800 pages. I need an explanation of this sooner rather than later. As I have said before, I will object to inclusion in the record any documents that are not specifically labelled as CE273371 by me. I also note here that the city has not only falsified the record but also taken the position that as Petitioner/Tenant I am not entitled to bring an action for "new evidence", new damages, and continuing obligations. All the city RSO cases as well as code violation complaints represent new evidence; RSO complaints contain copies of rent checks that are new evidence. The city abuses its authority and discretion in ignoring "new evidence", new damages, and continuing obligations.
5. The city continues to ignore my request for reasonable housing modifications, such request directed at the city government as well as the property owner.

6. STATE BAR COMPLAINTS. Breithaupt represented to the Court at yesterday's hearing that I told her I had filed two state bar complaints against her and Hydee Feldstein Soto. I don't recall saying that. I am sure if I do file a state bar complaint, I will be sure to post you a copy.

7. ALARMING. Breithaupt said at the hearing that she feels some part of my conduct is "alarming". (I do note that the Judge seems to be unfairly favoring the city government, et al as he has repeatedly asked the Respondents to file a motion for dismissal.) Breithaupt's comment on "alarming" is vague and lacking in specificity. I would like to know sooner rather than later what does Breithaupt feel is "alarming" about my conduct so that I can report back to the court that I have addressed Breithaupt concerns: is she alarmed because I am Black, male, over the age of 45, and suffering from a disability? Is she alarmed because I want a working intercom in my unit? Is she alarmed because I want a tandem parking stall? Is she alarmed because I am engaged in protected activity? Is she alarmed because I can speak and comprehend English? Is she alarmed because I am representing myself? Is she alarmed because I rightfully asked the city and the city attorney's office to take legal action to get me a working intercom and tandem parking stall? Is she alarmed because the City of Los Angeles has stated my health is at risk because the intercom in my unit does not work and because I do not have a tandem parking stall? Is she alarmed because I continue to pay rent monies for services I am not receiving and the city government benefits from those rent monies? Is she alarmed because I have accused the city government of racism, corruption, and falsification of the record? Is she alarmed because I continue to assert my rights under the rental agreement? Is she alarmed because I am an American citizen entitled to all rights under the US Constitution, State of California Constitution, and the State Unruh Act? Is she alarmed because she noted Case CV16-03236(JLS) filed May 11 2016 and that case was dismissed without prejudice and Breithaupt does not understand what dismissed "without prejudice" means? Is she alarmed because she does not understand that  $2-1 = 1$ ?

8. ELECTRONIC COPY OF RECORD REQUESTED. Breithaupt insisted numerous times to the Court that she would have to charge me a copy fee for the record to be given to me. I questioned this because the normal procedure for a records release is that the requester has the option to receive the file copy ("Records Request") electronically. CRC rule 3.2225(a) below states the record must be served electronically. By insisting I pay for copies and indeed for her to say the physical copies of the record will be served personally or by US mail does not comply with CRC rule 3.2225(a) in that the first requirement is I be provided with an electronic copy. I request an electronic copy of the record. This is not to be confused with my request to not serve me by email any documents that are filed with the court. "Within that same time, the agency must serve a copy of the administrative record in electronic form on any petitioner and real party in interest who has not already been provided a copy." Breithaupt had not previously given me the option to receive the record electronically that she is still preparing.

All rights reserved.

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

Petitioner Pro Se/Tenant

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

c: attorney for Hi Point 1522 LLC- via email gerst@novianlaw.com

"CRC. Rule 3.2225. Administrative record. Gov Code (a) Lodging and service. Within 10 days after the petition is served on the lead public agency, that agency must lodge the certified final administrative record in electronic form with the court and serve notice on petitioner and real party in interest that the record has been lodged with the court. Within that same time, the agency must serve a copy of the administrative record in electronic form on any petitioner and real party in interest who has not already been provided a copy." Public agency means any board, commission, county, city and county, city, regional agency, district, or other public entity." GC sec. 6252.

## 2023 California Rules of Court

### Rule 3.2225. Administrative record

#### (a) Lodging and service

Within 10 days after the petition is served on the lead public agency, that agency must lodge the certified final administrative record in electronic form with the court and serve notice on petitioner and real party in interest that the record has been lodged with the court. Within that same time, the agency must serve a copy of the administrative record in electronic form on any petitioner and real party in interest who has not already been provided a copy.

#### (b) Paper copy of record

- (1) On request of the court, the lead agency shall provide the court with the record in paper format.
- (2) On request and payment of the reasonable cost of preparation, or on order of the court for good cause shown, the lead agency shall provide a party with the record in paper format.

#### (c) Motions regarding the record

Unless otherwise ordered by the court:

- (1) Any request to augment or otherwise change the contents of the administrative record must be made by motion served and filed no later than the filing of that party's initial brief.

(2) Any opposition or other response to the motion must be served and filed within 10 days after the motion is filed.

(3) Any motion regarding the record will be heard at the time of the hearing on the merits of the petition unless the court orders otherwise.

**“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*

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Stanley Mosk Courthouse, Department 85

**23STCP00644**

**GEARY J. JOHNSON vs LOS ANGELES HOUSING  
DEPARTMENT, et al.**

September 7, 2023

9:30 AM

Judge: Honorable James C. Chalfant  
Judicial Assistant: J. De Luna  
Courtroom Assistant: C. Del Rio

CSR: R. Kim, CSR #12299  
ERM: None  
Deputy Sheriff: None

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**APPEARANCES:**

For Petitioner(s): Geary J. Johnson (Telephonic)

For Respondent(s): Deborah Breithaupt (Telephonic); Michael Gerst (Telephonic)

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**NATURE OF PROCEEDINGS:** Trial Setting Conference

The matter is called for hearing.

The court notes that petitioner has filed a supplemental petition. Respondent indicates it will file an answer forthwith.

Court and parties confer regarding the status of the case and administrative record.

Respondent represents to the court that there are two decisions at issue with four administrative records totaling approximately 800-1000 pages. Petitioner will provide petitioner the administrative record this week.

Respondent intends to make a CCP 1094 motion.

The trial setting conference is continued to allow petitioner to review the record. Petitioner may make a motion to reduce/delete relevant material from the record which will be heard on the day of trial.

Trial Setting Conference is continued to 10/24/2023 at 01:30 PM in Department 85 at Stanley Mosk Courthouse.

Notice is waived.



Office of the Los Angeles City Attorney  
Hydee Feldstein Soto

September 7, 2023

Geary Juan Johnson  
1522 Hi Point Street, # 9  
Los Angeles, CA 90035

Re: Johnson v. City of Los Angeles  
LASC Case No. 23STCP00644

Dear Mr. Johnson:

Please find enclosed the pleadings and administrative records compiled so far regarding the above-referenced case. Included herewith is the following:

Writ Petition  
Answer  
Supplemental Writ Petition  
LAHD Decision 12-28-22  
LAHD Supplemental Decision 7-6-23  
LAHD Case CE 273372 - referenced in the 7-6-23 decision  
LAHD Case CE 203006 - referenced in the 7-6-23 decision  
LAHD Case CE 208134- referenced in the 7-6-23 decision  
LAHD Case CE 212259 - referenced in the 7-6-23 decision

Other documents will be sent to you in the coming weeks, such as your government tort claim, the claim denial, and other documents that have yet to be ascertained. You requested that my office send these records to you via US Mail priority. We will accommodate your request in lieu of personal service but it will be via regular mail delivery.

Please send me the documents that you would like included in the administrative record. I will be available to discuss the record with you.

Thank you for your attention in this matter.

Sincerely,  
  
Deborah Breithaupt  
Deputy City Attorney IV

## Regarding service of Administrative Record- Case 23STCP00644

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From: G Johnson (tainmount@sbcglobal.net)

To: deborah.breithaupt@lacity.org; gerst@novianlaw.com

Date: Thursday, September 7, 2023 at 10:16 AM PDT

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1. The record should include all pleadings and exhibits already filed with the court.
2. Please DO NOT serve the record by personal service. Being that I am in and out during the day and no one else will be here, the receipt of such will be delayed if done by personal service. The same with asking for a signature. As you know the nature of the case, since I do not have the ability to use the intercom and keypad system, I am obstructed from receiving deliveries, something your office has known about for years. Just send the record by USPS priority mail and I will let you know when I receive it. Do not use UPS or Fed Ex because I do not have access to intercom or keypad to let them make the delivery.
3. You mentioned today that a federal court case was mentioned as part of the record for city case CE273371. I don't see that federal court case as having been part of the record of 138 pages as issued by your records department; it certainly was not something that I would have included in the CE273371.
4. I am glad you admitted to the court that you are aware of the rules of professional conduct under the California State Bar.
5. Since the record is not the service of a summons or complaint, there is no need to make personal delivery. I hope you can respect my wishes in this matter.
6. I again object to your falsification of the record of how a less than 138 page RSO complaint has mushroomed to over 800 pages you claim, and without explanation from the city attorney's office. You had opportunity to address this discrepancy today and you refused.

All rights reserved.

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

c: State Bar of California

Re: Falsification of Record by Government Officials - Writ of Mandate against LAHD - Case CASE NO. 23STCP00644

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From: G Johnson (tainmount@sbcglobal.net)

To: deborah.breithaupt@lacity.org

Date: Wednesday, September 6, 2023 at 09:58 AM PDT

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Hydee Feldstein Soto  
Denise C. Mills  
John W. Heath  
Mei-Mei Cheng  
Deborah Breithaupt

Dear Los Angeles City attorney Office:

I quote from your August 16, 2023 email:

"Hi. Thank you for serving your meet and confer request. From what I am reading for the first time, LAHD is saying they will be responding to your CPRA by August 28th. Please allow me to look into this and get back to you next week (as I am off the remainder of this week). Can you send me a copy of your CPRA request to make sure we are on the same page. Just to clarify your query, were you planning on filing a motion in the pending writ proceeding, and if so, what exactly is the dispute? I think at this juncture, a motion is premature as LAHD is trying to gather your documents and respond to your request. Please afford me time to assist you in getting the records you want."

"Lastly, I am unclear on your personal email policy. Last time we were in court, I believe you told me (in front of Judge Chalfant) that you did not want to be involved in service of anything through email? Here you are serving with a meet and confer demand? It makes it a bit confusing to have different rules, so please clarify."

MY RESPONSE:

Please send me a copy of the meet and confer request I sent you as regards the compiling of the record that the court told us to do. I am sure it was by email, not served as a court document, so I want to clarify why you said it was "served" on you when the Judge ordered us to meet and confer to compile the record. I don't need to "serve" you with a meet and confer if the court has already ordered us to compile the record.

As to your second paragraph, please forward me a copy of my request to meet and confer as I don't see it attached to your email. I am sorry for your confusion on this issue but I did provide you with a copy of the court order that I am not obligated to engage in electronic service of court documents, therefore you do not have my permission to serve me court filed documents by email nor do you have my permission to represent to the court that you served me by email. As I said before, communication by email with you is permitted as long as it is not service of court filed or served documents, other than courtesy copies. Do I need to ask the State Bar why this is confusing to you?

The court ordered 7/25/23 "Parties are ordered to meet and confer to discuss the complete administrative record."

I have received the latest response to my CPRA request for case CE273371. I bring to your attention that the city original response ---as you know---around January of 2023 was about 138 pages. The document that you have sent me on August 23 2023 is 342 pages. As indicated before, I feel this is falsification and corruption of the record on the part of the city. How does the record go from 138 pages to 342 pages without explanation? The first document in the Aug 23 city release is dated Jan. 23, 2023 but bears no relation to city case CE273371 as it does not mention the case number. Since that document was not related to the city case CE273371, it represents falsification of the record. The January 23, 2023 email is not part of the documents I submitted with case CE273371 nor does it have any bearing on the city "supplemental information" case CE273371 dated July 6, 2023.

I hereby declare that we have met the meet and confer requirements and I have approved the 342 pages as submitted by the city government as stated herein for purposes of the writ proceeding administrative record.

I reserve the right to in my opening brief object to the corruption and falsification of the record by the city government as stated herein.

**Geary Juan Johnson**  
**1522 Hi Point St 9**

**Los Angeles CA 90035**

Phone 323-807-3099

On Wednesday, August 16, 2023 at 08:38:13 AM PDT, G Johnson <tainmount@sbcglobal.net> wrote:

Hydee Feldstein Soto  
Denise C. Mills  
John W. Heath  
Mei-Mei Cheng  
Deborah Breithaupt

Dear Los Angeles City attorney Office:

In response to a records request to LAHD, I received the attached letter on Mayor Karen Bass letterhead and from the Custodian of Records. Dated 8/14/23.

The custodian indicates the record is a "voluminous amount of separate and distinct records." This is a contradiction to the amount of documents I submitted for the case CE273371. I also have communication from the Custodian of Records prior to February 2023 in which it was indicated the record was not voluminous and did not include separate and distinct records as regards case CE273371.

This appears to be bias, corruption, and falsification of the records by the City. In addition between January 2023 and July 6 2023 I was denied fair opportunity to examine the records if the housing department, mayor's office, and city attorney's office added documents to the case file.

I am drafting a motion to the court, "**Petitioner's Motion for Court to Examine Corruption and Falsification of the Record by Respondents**". Will you object to the filing of such motion?

All rights expressly reserved.

**Geary Juan Johnson**

**1522 Hi Point St 9**

**Los Angeles CA 90035**

Phone 323-807-3099

Petitioner CASE NO. 23STCP00644



1 consider and include evidence up to the date of the July 6 2023 supplemental information of the  
2 City Case CE273371.

3  
4 Petitioner notes that the CITY OF LOS ANGELES has linked two other RSO cases to the  
5 CE273371 case. Petitioner feels it pertinent to include those case decisions as evidence.  
6  
7 Petitioner submits Exhibits 36 - 112 . See exhibit list and chart in support. (Exhibits 1-35 were  
8 included with the initial filed 2/28/2023 petition.)

9  
10 Petitioner argues this case under CCP 1085 and 1094.5 because CITY OF LOS  
11 ANGELES states its decision of case closure is under CCP section 1094.5. See decision of case  
12 closure dated July 6, 2023 at Exhibit 102 and page 102-001.

13  
14 Under CCP section 1094.5 (b) A decision can be set aside. The court can order a new  
15 hearing also. Petitioner can also seek relief from an administrative decision under section (f).

16  
17 Under CCP section 1094.5 (b) PETITIONER claims that respondent has no jurisdiction  
18 on harassment, there was fair trial, and there was prejudicial abuse, abuse of discretion,  
19 Respondent has not preceded in the manner required by law.

20  
21  
22 Under CCP section 1085 petitioner questions that the CITY OF LOS ANGELES Housing  
23 Department does not have authority to enforce TENANT ANTI-HARASSMENT ordinance. The  
24 ordinance only gives enforcement authority to the Courts in a court action, authority to be  
25 enforced under criminal statutes. There is no authority in the ordinance given to the Los Angeles  
26 Housing Department to do anything. See the ordinance at Exhibit 119, page 119-001.

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If the respondent has indeed enforcement power of the harassment ordinance, they have abused their discretion in enforcing the provisions of tenant harassment ordinance. Under the ordinance page 3, section 8, conduct is unlawful “Threatening to or engaging in any act or omission which interferes with the tenants’s right to use and enjoy the rental unit OR whereby the premises are rendered unfit for human habitation and occupancy.” Exhibits 36-112 evidence the acts and omissions of the CITY OF LOS ANGELES acting in concert with the Real Party in Interest to interfere with Petitioner’s right to use and enjoy the rental unit. CITY OF LOS ANGELES has adequate notice that the Petitioner has not been provided the parts to use the owner’s AKUVOX system such that this interferes with the right of Petitioner to use and enjoy the rental unit. See Petitioner’s rightful inquiries to the CITY OF LOS ANGELES and the property owner at Exhibits 89, 90, 91, 103, 116, 118.

Under CCP section 1085 petitioner questions the illegal agency policy that deprives petitioner of the right to rent reductions due to, and undisputed reduction in housing services. Petitioner has been unlawfully excluded from rent reduction by CITY OF LOS ANGELES policy as enumerated in the July 6, 2023 decision.

Under CCP section 1085 Petitioner asks that the court compel the performance to the rent reduction and compel admission to the party, as Petitioner is precluded by corporation REAL PARTY IN INTEREST AS WELL AS and the CITY OF LOS ANGELES.

Nowhere in any of the respondent decisions on the administrative cases submitted does it

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state any authority whatsoever to enforce landlord Anti-harassment ordinance. Sub. The respondent has no authority to say whether or not harassment has occurred or because they have no enforcement authority over harassment by landlord.

Based on the conduct of the CITY OF LOS ANGELES, the petitioner is not able to complain about harassment for fear the anti-harassment ordinance will not be applied to the actions of his landlord, or to the actions of the management company, Power Property Management, and corporate.

The evidence proves there has been a reduction in housing services to the petitioner. The evidence proves the petitioner is entitled to a rent reduction.

According to the provisions of the TENANT anti-harassment ordinance, the petitioner has suffered harassment. Petitioner to CITY OF LOS ANGELES and the REAL PARTY IN INTEREST, complains of harassment in Exhibits 49, 56, 57, 74, 76, and 80.

The respondent has abused at authority and discretion by not ordering that there has been a reduction or eliminating housing services required by contract or law, including the elimination of parking if provided in the tenants lease or contract. This is an a illegal agency policy that can be questioned under section CCP 1085 because it deprived Petitioner of rights under federal state and local anti-discrimination laws. (1) The value of a reduced parking stall in the LAMC RSO regulations is \$200 per month reduction in rent. Petitioner has been denied the housing service reduction in rent of \$200 per month x 36 months = \$7200 for every month that parking for one

1 car was removed from Petitioner. Petitioner does not waive rights to seek damages above the  
2  
3 \$7200.

4  
5 I. THE DOCUMENTS OF THE RESPONDENTS, IGNORE THAT THE PETITIONER IS  
6 ENTITLED TO MAINTENANCE, WHICH INCLUDES INTERCOM AND PARKING  
7 MAINTENANCE.

8  
9 1. The July 6, 2023 case closure decision ignores that the rent agreement entitles  
10 Petitioner to maintenance from the inception of the tenancy.

11  
12 2. The maintenance “including but not limited to” and there is no indications the rent  
13 agreement excludes to intercom or the parking lot striping. See the rental agreement at the  
14 Petition for Writ of Mandate, Exhibit 29.

15  
16  
17 3. The city government capital improvement 2015 decision involve the wiring to the  
18 intercom at that time. Petitioner Intercom 43 times but that did not result in petitioner getting the  
19 repairs to the intercom at that time. Note decision.

20  
21 4. Continuing damages and liability, entitles the petitioner to file repeated damage claims  
22 and complaints. See cases on new evidence and continuing.

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24  
25 5. The city government is liable for the RSO complaints, code enforcement complaints,  
26 and REAP complains all under the umbrella of the Los Angeles Housing department. There is

1 no provision in the code enforcement complaints, or in the REAP complains that any housing  
2 services have to be available at inception of tenancy in order for the code enforcement and REAP  
3 divisions to investigate. Indeed, the application of inception of tenancy issues are used in a  
4 discriminatory and arbitrary manner with utter disregard to tenant rights and landlord liabilities  
5 under the rent agreement. Certainly if tenants were not allowed to claim maintenance issues  
6 during the course of their tenancy, then they would be no point to complain to code enforcement  
7 or to even pay rent. Many items are not specifically mentioned in the rent agreement like the  
8 garbage disposal, the screens on the windows, the fixtures in the bathroom and kitchen, light  
9 fixtures, telephone wiring and yet all those housing services are subject to repair and  
10 maintenance. If refrigerator was replaced at some point, and that is not the refrigerator that was  
11 there at the inception of the tenancy, but the tenant in this case is still entitled to maintenance.  
12 Even though the refrigerator is listed in the rent agreement, however in this particular case  
13 agreement does not give the city the authority to exclude any items that are for the use of the  
14 tenant from maintenance. And that is what the city has done. The city has acted in an arbitrary  
15 capricious, and on unjust manner denying due process to the petitioner and abused authority and  
16 abuse of discretion.

21  
22 6. The city benefits financially from the rental agreement and rent paid. The amount of rent  
23 paid since 2010 by Petitioner is about (current) \$18,000 (thousand). This is certainly enough to  
24 pay the rent agreement included utilities and maintenance and parking that Petitioner seeks to  
25 enforce.  
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7. See attachment to rent agreement addendum which details that owner can change parking sign is it at any time which is a benefit to the tenant.

8. The respondents abuse, their discretion and authority by knowing that ignoring that the certificate of occupancy for the building shows that tandem parking stalls were available before the exception of the tenancy. See Exhibit 36 for the certificate of occupancy for 1973 for subject address.

9. The Respondents abuse their discretion and authority by ignoring the declarations of the petitioner and roommate in the pictures that show petitioner was parked in a tandem stall at the inception of the tenancy. See Exhibits 37, 58, 120.

10. The respondents, ignore and abuse their discretion authority by not admitting that the definition of available is available at the present, or at some future date. Therefore, there at the respondents have a lack of evidentiary support for their claim that the Intercom was not available at the inception of the tenancy. The respondent claimed that the Intercom was not working. But they have given no evidence to support that if the intercom was not working, that petitioner is not entitled to repairs. The rent agreement clearly states that petitioner is entitled to repairs “including but not limited to” and that there is no exclusion to repairs, and that the Intercom is not excluded from repairs. In fact, there is no indication that the rent agreement was intended to exclude anything for the use of the tenant from repairs. “Available” is defined as “present or ready for immediate use” or “free and able to do something at a particular time”. (Source: Meriam Webster.) “able to be obtained, used, or reached”. (Source: Cambridge Dictionary).

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These definition prove that the intercom in unit 9 (was present) and the tandem parking (was present) at the inception of the tenancy. CITY OF LOS ANGELES abuses its discretion and authority.

11. By not repairing, or replacing the Intercom of the petitioner year after year after year, petitioner has suffered a reduction of housing services or deprivation of housing services. It is only because of the arbitrary, capricious and unjust practice of the Respondent that the city government has not ordered the repair or replacement of the Intercom in the petitioners unit. The same argument applies to the deprivation of tandem parking.

12. A court decision ruled in favor of the petitioner regarding the parking and the Intercom. Los Angeles county health department ordered the repair and replacement of the Intercom and the tenants petitioners unit. The city government has acted in a arbitrary capricious and unjust manner and outrageously denied petitioner housing services of intercom and parking tandem that he is clearly entitled to.

13. The respondent has ignored by its arbitrary and capricious manner that the conduct of the parties dictated that the petitioner and roommate did receive a tandem parking stall prior to 2014 for a four year period. Due to ignorance of evidentiary support, the city has made a practice and policy to ignore the conduct of the parties and ignore that the petitioner could not have parked in stall number eight because stall eight was occupied by another car. See Exhibits 37, 58, 120.

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14. This is evidence to support that the responds ignore in order to deny petitioner due process.

15. Respondents have abused their discretion, and abused their authority by claiming that they consider all the evidence which, obviously they did not.

16. The rental agreement of the petitioner says housing services are including, but not limited to. The respondents have abuse their authority and abuse their discretion in ignoring what the rental agreement says and implies.

**II. THE DECISIONS COLLECTIVELY OF THE RESPONDENT RSO, CODE ENFORCEMENT, AND REAP DIVISIONS IGNORE THAT MAINTENANCE AND REPAIR WAS AVAILABLE AT THE INCEPTION OF THE TENANCY**

17. The rental agreement does not require that any housing service is excluded from repair because it is not working at the inception of the tenancy.

18. At the date of this document, the non-working intercom is still in the Petitioner’s unit. See Exhibit 58.

19. At the date of this document, tandem parking stalls are still available at the subject address parking lot.

20. The failure to admit that maintenance was available to the Petitioner at the inception of the tenancy proves the Respondent has acted in an arbitrary, capricious, and unjust manner,

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and abused its discretion and authority, denied Petitioner a fair due process, and abused its authority and discretion.

21. Evidence shows that the tandem parking assignment arose from the rental agreement, the conduct of the parties, and a verbal agreement of the parties. Evidentiary pictures previously provided to the city show Petitioner and roommate parked in a tandem stall prior to 2014.

22. Evidence shows that the owner (agent) Cliff Renfrew validated that Petitioner was assigned to stall #14 which by the COO is a tandem parking stall for two cars. See Cliff Renfrew statement at Exhibit 43.

23. Petitioner is entitled to contractual rights under 42 USC 1981 as told to the Respondent. See Exhibit (7/25/23 email) 107.

24. The Respondent has an ongoing policy that deprives Petitioner of substantial legal rights as stated herein. Most §1085 suits are attacks on ongoing policies. In such cases, there is no statute of limitations problem. See Howard Jarvis Taxpayers Association v. City of La Habra, 25 Cal.4th 809 (2001)

**III. THE RESPONDENT CITY OF LOS ANGELES IS LIABLE TO PROVIDE HOUSING MODIFICATIONS AS REQUESTED**

25. The three decisions of the respondent as well as other decisions, indicate that the respondent actions are dysfunctional, disorientated, convoluted and lacking in evidentiary

1 support. See exhibits 110 and 111 for copies of latest case closures. The petitioner has been  
2 denied the right to due process because he was denied a public hearing on the matter. White  
3 tenants at this location continue to have access to an intercom system, and even free Wifi, while  
4 the petitioner of black male etc. does not have access and for purposes of intentional harassment,  
5 the Respondent and Real party in interest have not supplied Petitioner the tools/parts to use the  
6 Akuvox App Based door entry system. Whites at this location continue to have access/  
7 assignment to tandem parking stalls, while petitioner, a black male, etc. does not.

10           26. Respondent in issuing its revision of the so-called “typo” error did not afford  
11 Petitioner any due process fair opportunity to submit new evidence before issuing its July 6,  
12 2023 decision. The July 6 decision is substantially different from the previous December 22,  
13 2022 decision. The Dec 2022 decision is one page; without ay authority after the case was  
14 closed, CITY OF LOS ANGELES supplemented the decision on July 6 2023. See Exhibit 102  
15 for the now eight page decision.

18           27. The July 3 decision states it is subject to review under 1094.5 but this is a  
19 misapplication by Respondent. There was no hearing held by the Respondent so CCP 1094.5  
20 may not apply. “1094.5. (a) Where the writ is issued for the purpose of inquiring into the  
21 validity of any final administrative order or decision made as the result of a proceeding in which  
22 by law a hearing is required to be given, evidence is required to be taken, and discretion in the  
23 determination of facts is vested in the inferior tribunal, corporation, board, or officer, the case  
24 shall be heard by the court sitting without a jury.”

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28. “If broader goal is to change agency policy, then you need to file §1085 writ as well.”  
(Source: Western Law Center). Petitioner challenges city policy that states intercom repair and tandem parking repair ——maintenance——are only available at the inception of the tenancy; petitioner challenges and seeks to change the city policy and practice as it defines “available at inception of tenancy”; Petitioner challenges the definition of “available” as used by the Respondent.

29. This matter is correctly before this court under the authority of CCP section 1085 and CCP section 1094.5.

**IV. THE RESPONDENT JULY 6 SUPPLEMENT AND PREVIOUS CASE CLOSURES  
PROVE THE CITY OF LOS ANGELES PATTERN AND PRACTICE RACIAL  
DISCRIMINATION**

30. Since 2014, the Respondent has acted in concert with the Real party In Interest Power Property management Inc, agent for owner Hi Point Apts LLC(2014-2019) and agent for Hi Point 1522 LLC (2019 to current) to deny Petitioner maintenance to the intercom in his unit and maintenance to the parking stall to create a tandem stall.

31. Petitioner attaches the latest two case closure decisions because the respondent says they are related to the original, and July 6 notice of case closure. Petitioner requests the court to conserve time that the court considers all the three case closure decisions since the respondent says they are related. See Exhibits 110 and 111.

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32. The case closures of the Respondent are not only poisoned by the fruits of intentional racial discrimination the likes of the Ku Klux Klan but In its supplement the City alleges the harassment issues were adjudicated in previous case numbers. This is false and misleading because the cases quoted by the City occurred in 2015 while the city harassment ordinance was not passed into law until 2021, therefore Petitioner complaints of harassment to the city had not been previously addressed prior to 2021 as the City falsely alleges. See the email to the city of Los Angeles at Exhibit 116 where CITY OF LOS ANGELES is notified.

33. The City fails to give evidentiary support for its position because while it provides copies of the previous case closures, it will mislead the Court by not providing the copies of the Petitioner complaints that preceded the case closures.

34. Respondent’s case closures violate Petitioner’s right to seek damages for harms that are continuing and damages due to obligations that are continuing upon the monthly payment of rent as endorsed by the Real Party in Interest.

35. Continuing obligations and new evidence. See code violation complaint 851127. See Exhibit 65 code violation complaint.

36. The supplement to the case closure by Respondent of July 6, 2023 denied Petitioner due process right to submit new evidence and ignored Petitioners’ request for reasonable housing modification, such requests occurring between January and July of 2023. In an act of desperate corruption, the city has attempted to corrupt the file in this matter. For city case CE273371,

1 Petitioner submitted a complaint with a small number of attachments which I shall reveal to the  
2 court. Subsequent Petitioner requested a copy of the file after the case was closed. City records  
3 responded with a copy of the file which again I will reveal the number of pages to the court. See  
4 exhibit 60. Subsequent to that, Petitioner around 8/3/2023 requested a copy of the same file. See  
5 the Exhibit 117 for a copy of that Response in which the city states the file has become  
6 “voluminous”. The file became voluminous because of the corruption of the city. The Court is  
7 asked to require that the Respondent initially only copy the court exactly what Petitioner  
8 submitted with his CE273371 complaint. If the file is suddenly voluminous, the Petitioner was  
9 denied a fair trial to examine those “voluminous” documents.  
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13 37. Respondent has made a ministerial and pattern and practice distinction that denies the  
14 Petitioner the right to a fair hearing, denies the Petitioner the housing service of a rent reduction,  
15 and denies the Petitioner the right to full and equal housing services. Respondent discerns that  
16 the intercom and tandem parking were not “available” at the inception of the tenancy and  
17 therefore are not entitlements to the Petitioner. This is a bias on the part of the Respondent that is  
18 not supported by the city code enforcement complaint process, not supported by city REAP  
19 provisions, and not supported by the rent agreement.  
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22 38. “Ordinary mandamus maybe used to compel the performance of a duty that is purely  
23 ministerial in nature.....or to correct an abuse of distract discretion.” (American Board of  
24 Cosmetic Surgery Inc. v Medical Board of California (2008) 162 Cal.App.4th 534, 547).  
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The court reviews issues of fact for whether the decision was “entirely lacking in evidentiary support.” (American Board of Cosmetic Surgery Inc. v Medical Board of California (2008) 162 Cal.App.4th 534, 547). “Abuse of discretion . an error of judgment by a trial court in making a ruling that is clearly unreasonable, erroneous, or arbitrary and not justified by the facts or the law applicable in the case.” The decision of the Respondent dated July 6, 2023, joined by the August 3 two decisions, are clearly unreasonable, erroneous and not justified by the facts or the law.

39. The petition is under CCP 1085 because the decision at issue was not decided after a quasi judicial administrative process that required a hearing. McGill v Regents of University of California (1996),44 Cal.App.4th 1119, 1130.

40. A CCP 1085 petition concerns claims to perform ministerial duties or to cease or invalidate unlawful actions or decisions that are not supported by evidence, abuses of discretion or unlawful. California Hospital Association v. Maxwell-Jolly (2010) 188 Cal.app.4th 559,569–570 (abuse of discretion and proper interpretation of law.)

CONCLUSION

The documents and pictures supplied to the LAHD indicate the services provided at the inception of tenancy, and available at the inception of tenancy, to tenants unit 9, including Petitioner as one of two Black males. I was provided with a tandem parking stall #14 in 2010 (inception of tenancy) and the rent agreement indicates parking for two vehicles. The change in terms of tenancy submitted by the owner and signed by Petitioner (See Exhibit) proves that we were assigned to stall #14 and asked to move to stall #8 (a single car stall). That is a reduction in

1 parking and a condition assumed by the current owner of the property. In terms of the intercom  
2 and repairs, at the inception of the tenancy, we were entitled to unlimited maintenance per the  
3 rent agreement only conditioned upon reporting the need for repairs of items that are not my  
4 personal items or due to fault of mine. The unlimited repairs have been reduced to the point the  
5 intercom has not been repaired or replaced. Finally I gave you information, which has apparently  
6 been ignored, that the owner thru Thomas Khammar admitted in a court proceeding that I am  
7 entitled to a working intercom---he said that the building needs to be rewired--- and in the same  
8 court proceeding he said we are entitled to parking for two vehicles---"tandem parking"---  
9 because he made the statement, false, that we already have parking for two vehicles. If any  
10 LAHD employee was not racially biased against me, then they would not have issued the  
11 decision that services have not been reduced. The owner admitted it in the documentation.

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15 Under law, Petitioner is entitled to file a new complaint where the harm is continuing,  
16 obligations are continuing, and there is new evidence. The CE282421 case contains new  
17 evidence that was not addressed in the CE273371 case. New evidence that the LAHD decisions  
18 does not address is the request for parts/tools smartphone and W-Fi to use the Akuvox App based  
19 system (to use my own personal smartphone and internet would be an invasion of my privacy as  
20 well as a violation of the rent agreement that the owner is supposed to provide the housing  
21 services parts and labor) which the evidence of the Akuvox did not occur until 5/19/23; the July  
22 6 decision fails to address Petitioner request to the City and to owner for reasonable housing  
23 modification, such request that occurred around April 2023 (well past the CE273371 filing).  
24 Failure to address a request for accommodation within 30 days is evidence that the request has  
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1 been denied and the finding that intentional discrimination has occurred because of my race,  
2 Black, sex male, age over 45 and because I have a disability, a violation of the state Unruh Act,  
3 CC section 51, 52.  
4

5           Petitioner has been denied a fair trial. RESPONDENT decisions are not supported by the  
6 findings. The findings are not supported by the evidence.  
7

8           The rent agreement and written declarations of the Petitioner and roommate, clearly says  
9 petitioner is entitled to parking for two cars. This is undisputed. The city they respondent is out  
10 without authority or discretion to claim they have evidentiary support to the opposite. The  
11 addendum to the rent agreement clearly states that the owner can change parking assignments  
12 meaning that the tenant is the petitioner is entitled to other parking could be entitled to some  
13 other parking at some point. The position of the responding is that they can somehow determine  
14 what parking is entitled by the petitioner and that position would be not in compliance with the  
15 rent agreement. They responded has not provided any evidentiary support that they have the  
16 authority to change any of the entitlements to maintenance in the rental agreement of petitioner.  
17 He responders have not provided any authority or evidential support that they can change the  
18 petitioners entitlements to parking for two cars.  
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23           It is contradictory for the Respondent to claim in 2015 that Petitioner is not entitled to a  
24 rent deduction due to the lack of repair to the intercom, yet at the same time the Respondent  
25 approved a rent increase to owner that Petitioner paid for the repair of wiring to the same  
26 intercom system thru the City capital improvements program 2015. The rent increase to  
27

1 Petitioner for the front and rear keypad entry was \$.044 per month for five years; the wiring was  
2 connected to the same front door as the intercom wiring replaced at the same time; the front door  
3 keypad was a replacement of the previous keypad so it was not a new installation. But at the  
4 same time, the Intercom unit in the petitioners apartment number nine was never connected to  
5 the new system at the front door. The same system that petitioner was required to pay \$.44 per  
6 month for five years.  
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8  
9 The December 28, 2022 and July 6 2023 decision of Respondent is so obviously against  
10 the evidence and reason that it violated Petitioner due process right to a fair trial.  
11

12 Respondents have not provided any evidentiary that petitioner is not entitled to full and  
13 equal housing services as enumerated under the state Unruh act civil CC 51,52 including but not  
14 limited to fully equal housing services and benefits. To include working intercom in his unit and  
15 also the assignment of a tandem parking stall and parts or tools in order to use the Akuvox  
16 system.  
17

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19 The Respondents have acted in concert with the owner to deny Petitioner reasonable  
20 housing modifications. A denial of such is considered to be a violation of the state Unruh Civil  
21 Rights Act, CC section 51, 52.  
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23  
24 “The city government has refused the accommodation, and refused to engage in an  
25 interactive process of discussion. The city government and the Los Angeles Housing Department  
26 is engaged in the abuse of federal monies and using federal monies for purposes of housing  
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discrimination.” Email June 23, 2023 at Exhibit 99.

On the herein mentioned grounds, Petitioner will file an opening brief that will request the Court to order the Respondent to vacate its notice of case closure dated July 6, 2023 and order the Respondent to amend its July 6, 2023 case closure to grant the relief the Petitioner has requested i.e. rent reduction due to reduction in housing services.

Date: AUGUST 21, 2023

RESPECTFULLY

By: \_\_\_\_\_  
**GEARY J. JOHNSON** Petitioner, In Pro Per

**GEARY J. JOHNSON**