

Communication from Public

Name: Geary Juan Johnson

Date Submitted: 12/11/2023 11:15 AM

Council File No: 23-0861

Comments for Public Posting: DRAFT ENVIRONMENTAL IMPACT REPORT (EIR), ENV-2016-2906-EIR AND STATE CLEARINGHOUSE NO. 2016091010, AND RELATED EIR FINDINGS, STATEMENT OF OVERRIDING CONSIDERATIONS, MITIGATION MONITORING PROGRAM (MMP), RESOLUTION, and PLANNING AND LAND USE MANAGEMENT (PLUM) COMMITTEE REPORT relative to the Boyle Heights Community Plan Update and New Zoning Code. OPPOSED. December 11, 2023 SUBMITTED by G. Juan Johnson . The city government has made all kind of excuses as to why the Blackman with a disability is not entitled to a working intercom in his unit and a tandem parking stall. The city position is without merit. The city has not denied that the herein mentioned rent agreement entitles Blackman to maintenance and such maintenance includes the intercom and the parking stall (single or tandem). The city government under Mayor Karen Bass, thinks otherwise, but there is nothing in the rent agreement that excludes the intercom and parking from maintenance; there is nothing in the rent agreement that excludes the intercom in unit 9 or that excludes the availability of tandem parking. The owner of the property, thru attorney Michael Gerst, has admitted that the tenant mentioned herein is entitled to intercom service in his unit and entitled to tandem parking, hence the evidence that such housing services have been reduced. The intercom lack of repair and parking stall lack of extension are also a nuisance, that is additionally under the authority of the Los Angeles Housing code enforcement department. Some code enforcement inspectors make over \$200,000 per year yet they seem not to have the authority to force the property owner millionaire to appear for inspection at the property. ADA violation complaints have been ignored by the City and owner. The code enforcement employees have harassed the tenant claiming the tenant needs to be present without giving any legal authority to claim that. See code violation complaint attached 876337. Reference see attached Letter to the Editor (Random Lengths News) and Motion for Sanctions (case 23STCP00644). CorruptionCorruptionCorruption. Why It Thrives in Los Angeles Government. How Mayor Karen Bass' Government Denies Housing Services to Blacks and Squashes Efforts to Curb Government Corruption. The City Attorney's

Office under Heidi Feldstein Soto and Novian and Novian's Michael Gerst said in a court hearing October 24, 2023 that the Public should not be allowed to see these documents herein. When presented with the English comprehension of the herein "Motion to Augment the Record", the city attorney's office called the motion "unintelligible" (Hearing October 24, 2023). "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 phrase local government "corruption" is mentioned seventeen times. The word "corruption" is found on three pages.

PETITIONER GEARY J. JOHNSON'S NOTICE OF MOTION AND MOTION TO AUGMENT THE ADMINISTRATIVE RECORD FOR THE PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). Filed Case 23STCP00644 Los Angeles Superior Court. The word "corrupt" or "corruption" is found on over 17 pages. Petition for Writ of Mandate by Geary J. Johnson. Filed 02/28/2023. Court case 23STCP00644. The word "corrupt" is found on over 10 pages. Email 05/15/2022 at 5:53 pm. Sent to city RSO case CE273371 as an Exhibit. "The Answer (of the City) proves eight years of tortious interference and lack of diligence by city employees that intentionally causes denial of intercom repair and denial of tandem parking because Petitioner is awho is a male, over the age of 45 with a disability." Page 15. Filed PETITIONER GEARY J. JOHNSON'S AMENDED REPLY TO RESPONDENT'S SUPPLEMENTAL ANSWER TO PETITIONER'S SUPPLEMENTAL PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). The city attorney's office under Heidi Feldstein Soto and Novian and Novian LLP have said they will request the court to strike from the court record any mention of government corruption. "City Council Public Postings Show Fraud and Corruption". <https://wp.me/P57D2C-1y0>. "Code enforcement complaints to LAHCID and LADBS Los Angeles". <https://wp.me/P6ztbL-i>.

Mayor Karen Bass'
City Attorney
Says Housing Racism
Charges Have Stressed
Them Out

**State Bar Asked to Revoke
Lawyer Licenses to Practice**

LA City employees declared as "Racists" PC 22-1327 - Wordpress
<https://wp.me/P57D2C-1sY>

*Reduction in rent is
a housing service.*

*Management company
sides with City that
Blacks should be denied
housing services.*

Public Comments Submitted

December 11, 2023
by G. Juan Johnson

The city government has made all kind of excuses as to why the Blackman with a disability is not entitled to a working intercom in his unit and a tandem parking stall. The city position is without merit. The city has not denied that the herein mentioned rent agreement entitles Blackman to maintenance and such maintenance includes the intercom and the parking stall (single or tandem). The city government under Mayor Karen Bass, thinks otherwise, but there is nothing in the rent agreement that excludes the intercom and parking from maintenance; there is nothing in the rent agreement that excludes the intercom in unit 9 or that excludes the availability of tandem parking. The owner of the property, thru attorney Michael Gerst, has admitted that the tenant mentioned herein is entitled to intercom service in his unit and entitled to tandem parking, hence the evidence that such housing services have been reduced. The intercom lack of repair and parking stall lack of extension are also a nuisance, that is additionally under the authority of the Los Angeles Housing code enforcement department.

Some code enforcement inspectors make over \$200,000 per year yet they seem not to have the authority to force the property owner millionaire to appear for inspection at the property. ADA violation complaints have been ignored by the City and owner. The code enforcement employees have harassed the tenant claiming the tenant needs to be present without giving any legal authority to claim that. See code violation complaint attached 876337.

Reference see attached Letter to the Editor (Random Lengths News) and Motion for Sanctions (case 23STCP00644).

Letter to Editor Random Lengths

Re “Speculative Blight- And the demise of the old searching for profit” by James Preston Allen, November 9, 2023 Editorial. I agree “what is needed is more affordable spaces for both work and living” and “that could have been avoided if the developers listened to the community”. The phrase “criminal scoundrel developer” brings to mind criminal scoundrel councilpersons.

Is it not criminal that we spend millions on the homeless problem yet the homeless number less than 3% of the total population of Los Angeles of almost four million people? In many cases the low and moderate income are denied housing services by collusion and causation of some discriminatory property owners and corrupt government employees; to see the effects of this linkage, the city clerk’s office has made public many communications that claim corruption of city employees. Source:
LACityClerkConnect at <https://cityclerk.lacity.org/lacityclerkconnect/index.cfm>. council file no. 23-1122 communication 10/30/2023; file 20-0407-S1 p. 45-82 communication 10/30/2023; council file no. 23-1200-S151 communication 11/13/2023.

The Los Angeles city government fights very hard to bury corruption and continue to deny Black tenants housing services. What is needed is more attention by the city government to the corruption within that pretty much the HUD and the Justice Department couldn’t care less about.

G. Juan Johnson
Los Angeles
November 16, 2023

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Date: DECEMBER 9, 2023

RESPECTFULLY

By: 
GEARY J. JOHNSON Petitioner, In Pro Per

MEMORANDUM OF POINTS AND AUTHORITIES

1. Under local rule 3.231 (g) Preparation of the Record, “The record in administrative mandamus cases generally consists of the pleadings, all notices and orders, the exhibits presented at hearing, all written evidence, the proposed and final decision, any post-decision actions, and any reporter’s transcripts. In cases under Code of Civil Procedure section 1094.5, the petitioner must ensure that the record is prepared as necessary for the court’s decision. The petitioner may elect to prepare the record or ask the respondent agency to prepare the record. As transcripts are often prepared separately by a court reporter, a petitioner often must contact both the respondent agency and the reporter to obtain the complete record. In cases under Code of Civil Procedure section 1094.6, the local agency must prepare the record. “

2. The Respondent City of Los Angeles, joined by Real Party in Interest Hi Point 1522 LLC, has refused to provide a record that “consists of the pleadings, all notices and orders, the exhibits presented at hearing, all written evidence, the proposed and final decision, any post-decision actions, and any reporter’s transcripts.” The record produced by the City, as told to the City by email. and in court testimony December 5, 2023, does not consist of all the pleadings and

GEARY J. JOHNSON

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does not comply with rule 3.231(g).

3. Under same section (g) “Whichever party prepares the record, the parties must cooperate to ensure timely completion of a record which they agree is complete and accurate.” Respondent City of Los Angeles has refused to answer petitioner concerns that the record as presented by the City is not accurate or complete.

4. The City of Los Angeles, joined by Real Party in Interest according to their attorney Michael Gerst, has filed a Motion to Strike. Under CCP section 435.5, the City has the duty to meet and confer before the filing of its December 7, 2023 motion. The City did not meet and confer with the Petitioner 5 days before filing its motion. See Declaration, paragraph 19.

5. By email, the city claimed it did not meet and confer because it was waiting for the transcript of the last hearing. Petitioner feels this is not a valid excuse for violating CCP 435.5.

6. The attorney Michael Gerst said in the hearing on this matter December 5, 2023 that his client joins in the Motion to Strike.

7. In addition, the City of Los Angeles has asked me to provide to them copies of documents already in their possession for the administrative record (“AR”). Under CCP 1094.6 (c), “The complete record of the proceedings shall be prepared by the local agency or its commission, board, officer, or agent which made the decision and shall be delivered to the petitioner within 190 days after he has filed a written request therefor. The local agency may recover from the petitioner its actual costs for transcribing or otherwise preparing the record.

1 Such record shall include the transcript of the proceedings, all pleadings, all notices and orders,
2 any proposed decision by a hearing officer, the final decision, all admitted exhibits, all rejected
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4 exhibits in the possession of the local agency or its commission, board, officer, or agent, all
5 written evidence, and any other papers in the case.” The City of Los Angeles has failed to
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7 comply with CCP section 1094.6 (c) to provide copies of all pleadings in the possession of the
8 City of Los Angeles. See declaration, paragraph 20.

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10 8. For noncompliance with the court procedures stated herein, Petitioner requests
11 reasonable monetary sanctions of \$100 million dollars (one hundred million dollars) against the
12 City of Los Angeles. Petitioner requests reasonable monetary sanctions of \$10 million dollars
13 (ten million dollars) against the Real Party in Interest Hi Point 1522 LLC and its attorney for
14 joining in with the violations of the City of Los Angeles.
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17 9. Paragraphs 1-23 is Petitioner declaration in support.
18

19 Date: December 9, 2023

20 RESPECTFULLY

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

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GEARY J. JOHNSON

1 presumably a motion to declare that Mayor Karen Bass cares about housing services). The City
2 initially responded by email August 16, 2023 (Breithaupt) that she did not understand what the
3 dispute is; later she would write that her office would oppose any motion that I file with the
4 Court.
5

6 6. I again wrote the City on September 6, 2023 via email (to Breithaupt, Soto, Mills,
7 Heath and Cheng) and noted the City seemed confused about the court minute order 7/25/23 that
8 all parties should meet and confer to discuss the complete administrative record. I again
9 mentioned falsification of the record and how did a case file go from 138 pages to 342 pages
10 without explanation. This was also faxed to the City attorney's office.
11

12
13 7. The September 7, 2023 release of the AR by the city —other than the July 6 2023
14 supplemental information of the City—does not include any other relevant documents between
15 12-28-22 and 7/6/23 as the Court instructed the record to include documents up to July 6, 2023.
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18 8. On September 7, 2023 at 10:16 am by email I wrote the City Attorney asking how the
19 case file on the RSO complaint has mushroomed from 138 pages to over 800 pages as the City
20 Attorney claims. The attorney has not responded.
21

22 9. On September 8, 2023 I emailed the City and Property Owner. I noted that the CRC
23 rule 3.2225 requires the administrative record be prepared, lodged and notice served 10 days
24 after the Petition is filed yet as of today's date the completed record has not been prepared,
25 lodged, notice served, or served electronically in accordance with CRC rule 3.2225.
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10. In the September 8, 2023 email I noted that the “city continues to ignore my request for reasonable housing and modifications, such request directed at the city government as well as the property owner.”

11. On September 11, 2023, I wrote both Respondents, at 10:02 am, “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.”

12. On September 11, 2023, I wrote both Respondents, at 10:02 am, “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.”

1 13. On September 11, 2023, I wrote both Respondents, at 10:02 am, "If not for purposes
2 of delay and falsification and corruption of the record, I refer to your words "other documents
3 will be sent to you in the coming weeks, such as your government, tort claim, the claim denial,
4 and other documents that have yet to be ascertained."; since that (claim for damages) occurred
5 around May 4, 2023, I ask why have you not already included those in the record? It should not
6 take four months to add those to the record."
7

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9 14. On September 11, 2023, I wrote both City and Property Owner, in pertinent part of a
10 three page email, at 10:02 am, "If the RSO case was decided in December 28, 2022, if not for
11 racism, corruption, and falsification of the record, why are there "documents yet to be
12 ascertained" nine months later and a staff of 33 lawyers cannot find the documents?"
13
14

15 15. On September 13, 2023, at 10:35 am City Attorney wrote this short email to me: "Mr.
16 Johnson, please be informed that the city will object to any further pleading filing beyond a
17 notice of errata to correct, for example, clerical errors in the Supplemental Writ." At that point,
18 that is the only response I receive from either City or Property Owner.
19

20 16. On September 21, 2023, I email City of Los Angeles as well as Property Owner, "I
21 remind you that California law recognizes the doctrine of continuing violations."
22

23 17. On September 28, 2023, I email all attorneys, "I request that we meet and confer thru
24 this email process, i.e. via email."
25

26 18. On September 28, 2023, I email all attorneys 2 pages and in pertinent part, " I repeat
27 here records that I previously requested inserted into the administrative record . These documents
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1 you already have copies in your possession: 1. All code violation complaints filed with the city
2 between 2014 and August 2023 re subject property 2. All REAP complaints filed with the City
3 between 2024 and August 2023 re subject property 3. Case file Capital Improvements
4 Application and Decision 50505SM. 4. Tenant Habitability Plan Application and Decision-
5 November 13, 2015.”
6

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8 19. On September 28, 2023, I email all attorneys 2 pages and in pertinent part, quoting
9 local rule (g) “Preparation of the Record”, page 80 of 214: “...in cases under Code of Civil
10 Procedure section 1094.6, the local agency must prepare the record. Whichever party prepares
11 the record, the parties must cooperate to ensure timely completion of a record which they agree
12 is complete and accurate.” The City has not cooperated in preparation of the AR.
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15 20. On September 29, 2023, via email one page, in pertinent part, I wrote City as well as
16 Property Owner, “If I do not receive from you the AR in a reasonable amount of time, I will
17 prepare a Motion to Augment the Record to be filed with the Court along the lines of what I am
18 requesting herein.” I also wrote: “I realize that you are still working on compiling the AR. My
19 point here is that the City is the only one who has the case files for the code violation and REAP
20 complaints; I would only have the complaints unless I had requested the case file prior which I
21 did not. The code violation and REAP complaints are mentioned in the files you have already
22 released to me regarding the RSO cases; therefore the code violation and REAP complaints are
23 relevant to the AR. The same with the Tenant Habitability Application and the Capital
24 Improvements 2015 decision; the City is in sole possession of those case files.”
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1 21. On October 5, 2023 I wrote the City only, via email, The Court said that as regards
2 the AR that it should include all documents up to July 6, 2023. That means the AR should
3 include RSO case numbers CE280933 (5/3/23) and case CE282421 (filed 6/6/23). Please include
4 in the AR the city case files and related documents in your possession for the cases CE280933
5 and case CE282421.”

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8 22. On October 11, 2023, I wrote the City and Property Owner, at 10:37 a.m, two pages
9 and in pertinent part, Subject “Failure to cooperate in the completion of the record- Case
10 23STCP00644. I note that the local rule below states that the AR must include "post decision
11 actions" which presumably would include documents after the December 22 2022 RSO decision
12 up to today's date. I have not received any indication from you as to the status of the AR so that I
13 may review it for a possible Motion to Augment the Record. I have not received any word that
14 you plan to include the additional documents I have requested to be included. I have not received
15 from you a draft Table of Contents for the AR. I do not have the record which you have agreed
16 to prepare. You are failing to comply with the local rules below as you are not cooperating in the
17 completion of the record. Some documents I have asked to be included in the record, you have
18 made false statements (corruption) that such records are not in the possession of the City. Under
19 CCP 1094.6 (c), the local agency is liable to provide the record within 190 days. That has not
20 occurred. CCP 1094.6(c) states "The complete record of the proceedings shall be prepared by the
21 local agency or its commission, board, officer, or agent which made the decision and shall be
22 delivered to the petitioner within 190 days after he has filed a written request therefor. The local
23 agency may recover from the petitioner its actual costs for transcribing or otherwise preparing
24 the record. Such record shall include the transcript of the proceedings, all pleadings, all notices
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1 and orders, any proposed decision by a hearing officer, the final decision, all admitted exhibits,
2 all rejected exhibits in the possession of the local agency or its commission, board, officer, or
3 agent, all written evidence, and any other papers in the case." A request for the AR was made by
4 myself Petitioner around February 28, 2023. Six months have passed.
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7 I declare under penalty of perjury of the laws of the State of California that the foregoing
8 is true and correct.
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10 Date: DECEMBER 9, 2023.

11 RESPECTFULLY

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

1 PROOF OF SERVICE

2 I, ERIC BECKWITH, do declare:

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

6 On December 9, 2023 I served the within

7
8 PETITIONER GEARY J. JOHNSON'S NOTICE OF MOTION AND MOTION FOR
9 SANCTIONS (CCP § 1085) (CCP 1084-1097)

10 (CASE NUMBER 23STCP00644)

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

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

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

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

31 Executed on December 9 2023, at Los Angeles California.

32 

33 ERIC BECKWITH

34 GEARY J. JOHNSON

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035

Total Units (legal unit count may vary): 18

Rent Registration Number: 0270090

***Census Tract:** 216700

***Council District:** 10

Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035

Total Exemption Units: 0

Rent Office ID: Wilshire

Code Regional Area: West Regional Office

Year Built: 1972

*Bureau of Engineering Data

PROPERTY VIOLATION REPORTED

Thank You, we have received your request for inspection:

Your Case number is 876337

Thank you for your interest. Your Property Violation Report has been received by our office. You will be contacted by phone to schedule a site visit so we can verify the conditions you reported and take any necessary action to address any violations.

PROPERTY INFORMATION

Assessor Parcel Number: 5068018035
Total Units (legal unit count may vary): 18
Rent Registration Number: 0270090
*Census Tract: 216700
*Council District: 10
Official Address: 1522 S HI POINT ST, Los Angeles, CA 90035
Total Exemption Units: 0
Rent Office ID: Wilshire
Code Regional Area: West Regional Office
Year Built: 1972
*Bureau of Engineering Data

COMPLAINT DETAILS

All fields marked with an asterisk (*) are required.

	First Name: *
<input type="text" value="Geary"/>	
	Last Name: *
<input type="text" value="Johnson"/>	
	Address:
<input type="text" value="1522 Hi Point St"/>	
	Unit #:
<input type="text" value="9"/>	
	City:
<input type="text" value="Los Angeles"/>	
	Zip:
<input type="text" value="90035"/>	
	Phone (H): *
<input type="text" value="3238073099"/>	
	Phone (C):
<input type="text"/>	
	Email Address:

tairmount@sbcglobal.net

Violation Location:

EXTERIOR AND INTERIOR AND PARKING LOT

(Example: Kitchen, Bathroom, Outdoor)

Violation Category: *

ELECTRICAL

Violation Type: *

Select Violation Type

Selected Violation Types: *

Electrical wiring disconnected and/or abandoned
Electrical service requires maintenance

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

Additional Comments:

NOV 14 2023. Words: 7569. CITY EMPLOYEES DECLARED AS RACISTS AMONG US. "I have also asked such respondents for a reasonable accommodation for tandem parking at this address 1522 Hi Point St Apt 9 Los Angeles 90035. The city government has refused the

Manager Name:

KASSANDRA HARRIS

Manager Phone(H):

3105933955

Manager Phone (W):

Owner Name:

MEGHAN HAYNER

Owner Phone(H):

3105933955

Owner Phone (W):

Owner Address:

520 PACIFIC STREET SUITE 5

Owner City:

SANTA MONICA

Owner Zip Code:

90405

Electrical wiring unsecured at 110V above 100 feet
Electrical service requires maintenance

Remove from List

(Note: Select a Violation type you wish to remove from the selected list before you click the button)

2023.pdf . The Power of Racism is Among Us. GJ Johnson, 11/14/23. Words 7569.

Additional Comments:

KASSANDRA HARRIS

Manager Name:

3105933955

Manager Phone(H):

Manager Phone (W):

MEGHAN HAYNER

Owner Name:

3105933955

Owner Phone(H):

Owner Phone (W):

520 PACIFIC STREET SUITE 5

Owner Address:

SANTA MONICA

Owner City:

Owner Zip Code:

90405

NOV 14 2023. Words: 7569. CITY EMPLOYEES DECLARED AS RACISTS AMONG US. "I have also asked such respondents for a reasonable accommodation for tandem parking at this address 1522 Hi Point St Apt 9 Los Angeles 90035. The city government has refused the accommodation, and refused to engage in an interactive process of discussion. The city government and the Los Angeles Housing Department is engaged in the abuse of federal monies and using federal monies for purposes of housing discrimination." I am not available to meet with KKK members like Richard Brinson and the like. The Los Angeles Housing Department, including its rent stabilization, REAP, and code enforcement divisions, are Racists Among Us. SUMMARY: Intercom in unit 9 not working. Kitchen hot water pressure not working as intended. Parking stall #8 stripes need to be extended to create tandem parking stall. The Akuvox Unit at the front of the building needs additional parts to work, namely smartphone and WiFi; those parts have not been supplied to me to use the Akuvox system. The current rent registration statement for 2022 is not posted in the common area, as required by the LAMC. See herein REAP complaint. The owner has been notified by email, phone, and fax and ignoring my requests. The code enforcement is requested to contact the owner in order to enter the property. DO NOT DISTURB THE QUIET ENJOYMENT OF THE TENANT. This is an ATTACHMENT TO CODE VIOLATION COMPLAINT. As seen on Facebook: "LOS ANGELES. A SMALL CONSOLATION. Anyone remember Alabama Governor George Wallace? Remember how he stood in the schoolhouse door and was denying Black students access? (Wikipedia) But "In 1952, he became the Circuit Judge of the Third Judicial Circuit in Alabama. Here he became known as "the fighting little judge", a nod to his past boxing association.[22] He gained a reputation for fairness regardless of the race of the plaintiff. It was common practice at the time for judges in the area to refer to black lawyers by their first names, while their white colleagues were addressed formally as "Mister"; black lawyer J. L. Chestnut later said that "Judge George Wallace was the most liberal judge that I had ever practiced law in front of. He was the first judge in Alabama to call me 'Mister' in a courtroom." (Source Wikipedia). So yesterday 2023 I was in my apartment in Los Angeles. I had called city code enforcement out and I complained about an abandoned vehicle with three flat tires and how the car had been sitting there since 2015 (yes 2015) and how I made written complaints every month or so. So the inspector is white, older, somewhat pleasant but befuddled looking and we stood face to face. As part of my written complaint, I reminded him that my unit intercom (to front of the building) has not been working since 2014. As he looked me in the eye and said quite falsely, "Oh, that has been adjudicated and I will not address it" and I almost begged: I really need that intercom to be working because I pay my rent on time and I need my deliveries. All I could think about at that moment as I faced off with a white government worker is how those Black students were denied equal protection and how it must have felt to look George Wallace in the face in 1963. He did cite the owner for the abandoned vehicle and the car was moved today after sitting there for eight years."

This attachment includes by reference emails received by LAHD, REAP, RSD, and Richard Brinson on June 12, 2023 from claimant at 3:10 pm and June 15, 2023 email received by Brinson and LAHD at 3:10 p.m. and July 3, 2023 received at 4:42 pm.

The Los Angeles Housing Department, including its rent stabilization, REAP, and code enforcement divisions, are Racists Among Us.

Some tenants have been supplied with free WiFi; I have not as a Black male over the age of 45 with a disability been provided such free housing service.

PARKING STRIPING

LAMC "Striping. All parking stalls, other than those serving a one-family dwelling, shall be striped substantially in accordance with the illustrations set forth on Chart No. 5 of this section. (Amended by Ord. No. 179,191, Eff. 11/5/07.)". Please order parking stall #8 striping extended to make it into a tandem parking stall in accordance with the requirements of the state Unruh



Act, CC section 51,52. This is a violation of the state Unruh Act, CC section 51,52, by the Los Angeles Housing Department in that I am denied full and equal housing services because I am Black, male, over the age of 45, and have a disability. The city code enforcement, RSO and REAP divisions of the Los Angeles Housing department have the authority to make the repairs to the striping at parking stall #8.

HVAC MINI DUCTLESS FOR SOME UNITS

Unexplained cords are attached to the sides of the building which are probably not in compliance with SCE requirements for outside wiring. Appears to be an attempt to divert the electricity in a master metered building. Please investigate and report back has the owner installed wiring for sub meters at this address and charged tenants for such. Court Declares that Landlords Can't Circumvent Rent Limits by Charging Extra for Water <https://smdp.com/2018/08/30/court-declares-that-landlords-cant-circumvent-rent-limits-by-charging-extra-for-water/>. The landlord is charging some tenants after vacancy decontrol for the utilities; Costa Hawkins does not allow landlords to pass down the cost of utilities after vacancy decontrol; utilities have to stay as "included in the rental amount" as they were under the previous tenant, i.e. all units utilities were included in the rent in or around 2015 when 15 units became vacant. While the owner did increase rents in those units due to vacancy decontrol, he was not allowed to charge tenants for utilities, an illegal rent increase. Please investigate and report back.

INTERCOMS AND INTERCOMS

This is a violation of the state Unruh Act, CC section 51,52, by the Los Angeles Housing Department in that I am denied full and equal housing services because I am Black, male, over the age of 45, and have a disability. CAUSATION has been established that I filed complaints with the Los Angeles Housing Department and its divisions herein which gives the authority to the City to rectify all of my complaints regarding housing services at this location. The Los Angeles Housing Department herein has not taken action to assure that my intercom is working and that I am provided with a tandem parking stall because of my race, Black, sex male, because I have complained and because I have a disability. I have been harmed as a result of the city government actions in that I do not have access to a working intercom and I do not have access to a tandem parking stall, and all associated financial damages. The city attorney office has claimed the city decision 12/28/2022 Notice of case closure CE273371 included a typo but after so many months I have not been advised by the city LAHD of any typo. As such I consider the statement of the city attorney's office a falsification of the record. As for intercoms, I will describe the intercom unit prior to 2010 as 1st Generation; the new system installed in 2014 as 2nd Generation and the May 19, 2023 unit Akuvox as 3rd Generation ("1stGen, 2ndGen, 3rd Gen"). The city has adequate notice that my 1stGen intercom was available at the inception of tenancy 2010; by 2014 it needed repair or replacement. In 2014 the owner at the time installed 2ndGen, completely new intercom system; he also replaced the front of building keypad which was already working prior to 2010. The city ordered me and other tenants to pay "capital improvements" for the installation of the intercom and keypad which pictures show were installed as one unit. The owner at the time refused to connect 2nd Gen to my apartment nine, thus depriving such serve to my roommate and I. I remind you that all the 1,2,3 are different systems, not a replacement of the original system (other than the keypad) IMO. By May 19, 2023, the owner, without the proper 30 day notice, removed 2ndGen from the outside of the building and replaced it with "Akuvox R29 is a SIP video doorphone with a 7" touch screen, which performs AI-powered offline facial recognition for door access. It is typically used in apartment buildings, high-rise office buildings and building complexes." 3rdGen Akuvox is a Smartphone-App based system which I read requires the use of a smartphone and internet connection. In order to use 1stGen and 2ndGen, a smartphone or

internet was not needed. I have had almost no response from the owner regarding the Akuvox system although I have copied such emails to city employee Richard Brinson. I do not have the use of 2nd Gen intercom which is still in my unit; I do not have the use of 3rdGen Akuvox because the owner has not provided the necessary parts smartphone and internet. Please investigate and report back to me. I write/fax the owner almost every day since May 19 2023 and have received no written response and have not received the smartphone or WiFi. The owner set up an Akuvox account in my name without getting any permission from me, an illegal identity theft, a criminal act. I did not give the owner or any city employee the authority to set up any such account (Akuvox,

ENTRY OF UNIT

I note I received calls from code enforcement and Richard Brinson and others May 2, 2023 2:50 pm from 213-252-2875; May 3 at 12:50 pm from 213-663-4347 and May 5, 2023 at 9:01 am 213-252-2875 re code violation complaint 855304. First you need to get the owner to meet you and give access to the unit. Second, I am not available to meet with KKK members like Richard Brinson and the like. So I do not feel you have justification to not inspect simply because I am not available to meet you at an appointment. I have said this before. State law prohibits city employees from requiring tenants to be present for city inspections of units.

MORE ATTACHED TO CODE VIOLATION COMPLAINT 3/17/23. This complaint is being filed because there are continuing damages at this address. This type of retaliation by a government official is outrageous and unlawful. This complaint is about continuing obligations under a rent agreement between all parties; this complaint is about continuing damages. This is a rent controlled building. I am without parking for two vehicles and suffering damages because by having to park on the street and my auto is damaged by debris from construction; I had to spend \$100 to have my car detailed as a direct result of the owner and city intentional refusal under the REAP program to address the request for tandem or two car parking. As regards the intercom, as previously noted, I am unable to receive certain deliveries and guests and friends not able to reach me due to the non-working intercom, a direct result of the actions of the owner and the city government in not ordering the intercom repair. The actions of the owner and city in this regard are intentional to cause harm to myself as a Black, male, tenant. THE INSPECTOR David Wood made no attempt to address illegal home sharing in the building even though that is part of the complaint 844729, city number. Wood made no attempt to address if there are permits for the HVAC ductless Heater AC units only provided to certain tenants, and intentionally denied such housing service to myself as a Black male. It is not my job to force feed the inspectors if I have already made a written complaint; they should come prepared to read and comprehend English. This complaint is filed based on my rights under law and obligations under the rental agreement. My rent agreement says that maintenance is "including but not limited to". This means that the owner and the city have NO authority to limit maintenance or exclude the intercom from repair or replacement. The only exceptions are if the repair need was caused by the tenant abuse or if the repair item is personal property; these exceptions do not apply in this case. The rent agreement also provides that the tenant can arrange for repairs but only by using the owner maintenance crews; the owner and city thru my complaints giving authorization, have not responded to this part of the agreement and maintenance crews have been prevented from making the repairs. MAINTENANCE COMPANY ALL-TIME MAINTENANCE refuses to provide the services requested. City filed code violation complaints since 2014 and complaint to management have not resulted in the parking for two cars being provided or in the intercom in the unit being repaired or replaced. The intercom in the unit 9 was available upon the inception of tenancy in 2010. The control unit was available in 2010. In or around 2015 the owner replaced the control unit as new and under the authority of the city Capital Improvements Program of which the tenant myself was forced to pay additional rent for the wiring of the intercom and keypad system to the front door of the building but the apt 9 unit was not replaced. So when David Wood maintains that the matter was "adjudicated"

is he talking about the old intercom in unit 9 or is he talking about the new intercom on the outside of the building that the city authorized that has my apartment 9 clearly listed implied as working? It is two different intercoms and two different issues. The last court hearing on this matter was dismissed without prejudice which means there was no adjudication on the merits. If Wood had such alleged adjudication, he did not provide me with a copy. This info has been forwarded to that State CRD under a housing discrimination complaint naming city employees and asking for \$1 million dollars in damages. Nevertheless, Wood's assertion does not apply when as in this case there are continuing obligations and new and continuing damages, renewed upon the monthly payment of rent. A REAP complaint was filed with the city regarding the lack of intercom maintenance and lack of assignment to a tandem parking stall for tenants unit 9, both who are Black Americans; DATED August 9, 2021 at 12:11 pm. Another REAP complaint was filed by email September 23, 2022 at 8:30 am. There has been no response from the City but the REAP complaint is mentioned in the code violation complaint 844729. One previous court decision already mentioned to the city ruled about \$600 in judgment in my favor proving that decision adjudicated the matter in my favor, although the court did not order the services restored. Los Angeles Superior Court Case 21STSC04574. As told to Mr. Wood, the city decision LAHD CE273371 ruled that the denial of housing services that I have requested amounts to illegal harassment by the owner and those acting in concert, i.e. Wood, etc. This complaint is also against (if not already named) city employees Mayor Karen Bass, Gilbert Cedillo, Paul Krekorian, Bob Blumenfield, Nithya Raman, Paul Koretz, Nury Martinez, Marqueece Harris-Dawson, Mitch O'Farrell, Kevin DeLeon, and any new council members not listed. State law prohibits city employees from requiring tenants to be present for city inspections of units. The state law says "including but not limited to" and "general dilapidation or improper maintenance." The city law LAMC says housing services are "including but not limited to". State law also gives the code enforcement authority over "any nuisance". "Housing services are services that are connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance including painting. The term also includes the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits, privileges or facilities. (LAMC Sec. 151.02, Definition of Housing Services)." HEALTH AND SAFETY CODE - HSC SUBSTANDARD HOUSING 17920.3. Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building: (a) Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance. (d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly. These local and state laws I have quoted expressly do not authorize the local government to improperly use federal housing funds to deny me the housing services requested. See the movie Power Property Management and city employees say Black tenants not entitled to Fair Housing.

https://youtu.be/VbFj_JK1QE . The Unruh civil rights act provides protection from discrimination by all business establishments in California, including housing and public accommodations. The term "business establishments" may include governmental and public entities as well. The Act is meant to cover all arbitrary and intentional discrimination by a business establishment on the basis of personal characteristics similar to those listed above. (Source:Google). City HCIDLA employees include Ann Sewill, Catherine Taylor-Gomez, Luz Santiago, Bessy Corrales, Kim Ly, Claudia Castillo, Veronica McDonnell, Sean Spear, Roberto

Aldape, Daniel V. Gomez, Mathew Holen, David Zaitz, Anna Ortega, Valeria Steffens, Marcella D. Shurley. Tenants at this address include Carolyn Estevez, Vivian Depree, Daniel (unit 5), Jennifer Pesce (unit 6), M. Baney, T. Ruggieri, Kenny, R. Reyna, Kassandra Harris, M. Brown, C. DeLeon and B. Sohn, B. Bellio, C. Peterson, T. Cammasano. This building 1522 Hi Point St 90035 has new owners that I have been told. The new owner is Hi Point 1522 LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers LLC, managed by Hi Point 1522 Managers Holdco LLC, managed by Todd Jacobs, associated with Hi Point 1522 TJ Entity LLC, managed by Anthony Jaffe, and Meghan Haynes of Bold Partners Investors. The property management company for this site is Power Property Management which is at the same address as the other 1522 Hi Point LLC entities above. Thomas Khammar, agent of the owner, claims that parking stall #8 is a tandem stall; that is a fraudulent statement as stall #8 is a single car stall. A new owner is liable for any nuisance conditions not addressed by the previous owner. How many code violation complaints does a Black Man such as myself have to file before he can get an extra parking stall and a working intercom or maintenance? Maintenance is what I pay for monthly so the city government is without grounds to assist the owner in denying me rights under the rent agreement. Since the rent agreement says maintenance is "including but not limited to", the city has no authority to use federal funds to deny me repair or replacement of the intercom. Further the rent agreement does not say the intercom is to be excluded from maintenance. I have offered to make the repairs myself but the owner and city is unresponsive. Wood did not address what are the qualifications needed for me to get the old intercom repaired or replaced? What are the qualifications for me to get the 2015 new intercom hooked up to my unit 9? What are the qualifications for me to have my single auto parking stall striping extended to make a tandem parking stall? What are the qualifications for me to received an extra parking stall? What are the qualifications for me to receive full and equal housings services as a Black male tenant in the city of Los Angeles? I should only have to ask these questions once; the restoration of services should take less than an hour and not more than 35 days. Negligence. Tortious interference. Yet I continue to pay rent. ILLEGAL HOME SHARING. I believe units 10, 11, 13, 14, 15, 16, 17, 18, 2,3,4,6,7 are being used for illegal home sharing. The hosts for the home sharing in this building do not live on the premises. The building is used for Home Sharing, not for the purpose for which it is intended. The LAHD code enforcement has failed to diligently investigate my whole complaints. The LAHD code enforcement et al has failed to enforce the Health and Safety code excerpt "Inadequate sanitation shall include, but not be limited to, the following: (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction. (13) General dilapidation or improper maintenance. (c) Any nuisance" thus the LAHD is liable at this address for general dilapidation or improper maintenance of the intercom and liable for "any nuisance" i.e the non-working intercom and failure to provide a tandem parking stall. The Health and Safety code which the LAHD is liable to enforce, makes the LAHD liable for the non-working intercom (improper maintenance) and the denial of tandem parking (nuisance). The city of Los Angeles under Mayor Karen Bass is engaged in illegal abuse of federal funds in denying me the requested housing services. The non-working intercom is a nuisance; the refusal to provide a tandem parking stall is a nuisance, both under the liability of the City of Los Angeles and Los Angeles Housing Department. The city has received from me a letter from my doctor (Richard Brinson has it) requesting accommodation intercom, and tandem parking. Such doctor letter dated 4/12/23.

In *Komarova v. National Credit Acceptance, Inc.* (2009) 175 Cal.App.4th 324 (*Komarova*), a plaintiff who had been mistakenly and repeatedly harassed by a debt collection agency asserted a claim under the Robbins-Rosenthal Fair Debt Collection Practices Act (Civ. Code, § 1788 et seq.). The court found that the defendant's statute of limitations defense was overcome by the continuing violation doctrine, permitting recovery "for actions that take place outside the limitations period if these actions are sufficiently linked to unlawful conduct within the limitations period." (*Komarova, supra*, at p. 343, quoting *Richards, supra*, 26 Cal.4th at p. 812.) The court, quoting *Joseph v. J.J. MacIntyre Companies, L.L.C.* (N.D. Cal. 2003) 281 F.Supp.2d 1156 (*Joseph*), noted that "[t]he key is whether the conduct complained of constitutes a continuing pattern and course of conduct as opposed to unrelated discrete acts." (*Komarova, supra*, at p. 343.) Payment of the rent on a monthly basis by myself as tenant renews the continuing obligations of both parties regarding maintenance and housing services i.e. intercom and parking. Every time I file a code violation complaint, and every time I monthly pay my rent and request repairs and tandem parking, represents a continuing obligation of the parties. Contrary to the position of LAHD city employee David Wood, there has been no adjudication that denies me the monthly right to request repairs and housing services; there has been no adjudication that denies me the right to the benefits and privileges of the rent contractual agreement. The right to repairs and housing services i.e parking and intercom are contract benefits that renew themselves upon payment of the monthly rent. This is continuing obligations. The Court relied on the New York Court of Appeals' decision in *Bulova Watch Co. v. Celotex Corp.*, where the Court concluded that a new claim, with a new limitations period, accrued each time the roofing material supplier failed to honor its promise to repair the roof. 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights. All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship. David Wood and Richard Brinson are racists and continue to violate the Unruh Act and continue to deny me full and equal housing services because I am Black, male, over age 45, and have a disability.

Complaint for Referral to REAP for inclusion of 1522 Hi Point St Apts 90035-
Continuing Wrongs and New Damages

From: GJohnson(tainmount@sbcglobal.net)

To: hcidla.reap@lacity.org; lahd.reap@lacity.org; mayor.helpdesk@lacity.org

Cc: 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; brent@powerpropertygrp.com; hcidla.rso.central@lacity.org; councilmember.ridley-thomas@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.rodriquez@lacity.org; councilmember.blumenfield@lacity.org; councilmember.martinez@lacity.org; paul.koretz@lacity.org; councilmember.price@lacity.org; councilmember.buscaino@lacity.org; councilmember.lee@lacity.org; councilmember.cedillo@lacity.org; councilmember.bonin@lacity.org; councilmember.kevindeleon@lacity.org; meghan@boldpartnersre.com

Date: Friday, September 23, 2022 at 08:30 AM PDT

Complaint for Referral to REAP for inclusion of 1522 Hi Point St Apts 90035

Dear REAP department:

I am a tenant referring this building and residential unit(s) for inclusion in REAP.

“SEC. 162.03. REFERRAL TO REAP. (Added by Ord. No. 173,810, Eff. 4/16/01.)

Any City or County agency or **any tenant** may refer any building or residential unit within the scope of this article to the Department for inclusion in REAP if the following conditions are met:

- i. The building or unit is the subject of one or more Orders;
- ii. The period allowed by the Order for compliance, including any extensions, has expired without compliance; and
- iii. The violation affects the health or safety of the occupants, or, if the unit is subject to the RSO, the violation results in a deprivation of housing services, as defined in Section 151.02, or a habitability violation, as defined in Section 153.02.

In its referral, the City or County agency shall indicate if the violations are of a nature or extent that they are likely to exist in or affect units that have not been inspected. The RAC shall promulgate regulations setting forth criteria for determining when that condition exists.

As below as it relates to 1522 S Hi Point Street zip 90035:

1. RSO building built prior to 1978 presumed to have presence of lead based paint and asbestos
2. RSO unit
3. Owner notified
4. HCIDLA notified
5. See work stop orders and notices to comply previously issued against the building
6. Deprivation of housing service: door entry intercom system for this apartment 9 and other

apartments 8 and 5 since May 2015 and continuing

7. Deprivation of housing service tandem parking stall for this apartment 9 since May 2015 and continuing

8. Failure to provide tandem parking stall for this apartment 9 since May 2015 and continuing; health and safety violation

9. Tandem parking at 1522 Hi Point St is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.

10. Maintenance to the intercom system at this address is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.

11. The door entry intercom system at this address is a housing service as defined by LAMC section below 151.02 Definitions: Housing Services.

12. Fifteen units have undergone primary renovations in this building. All such units received a new intercom as part of the replacement of the previous intercom. Code enforcement inspectors issued finals for occupancy for all units that received new replacement intercoms.

13. The city government has assumed authority over the intercom system and the parking stalls as housing services.

14. The intercoms for units 9, 8, 5 remain un repaired and unusable.

15. These REAP violations are a violations of the tenants peaceful enjoyment of the premises.

16. The intercom door entry equipment on the outside front of the building replaced the previous door entry intercom system.

17. The building door entry intercom system is only partially functioning and thus is nuisance, maintenance, and electrical violations under the jurisdiction of REAP.

I hereby demand that 1522 S Hi Point St 90035 be placed into the REAP program on the following grounds, including but not limited to, and that all 18 tenants receive a rent reduction of 50%.

1. Peeling paint exterior timber clad letters and numbers

2. Rear inside hallway structural defect unsafe loose wobbly stair railing previously reported as structural defect

3. Intercom unit 9 not maintained;

4. intercom not fully functioning from front outside building;

5. abandoned vehicle in parking stall 4 (since 2014)

6. Deprivation of maintenance to intercom

7. Deprivation of housing services: tandem parking stall

8. Floors, stairways, or railing not maintained in good repair (rear stairway wobbly and unsafe)

I refer to a 2015 order from the Los Angeles County Public Health department in which they ordered the door entry **intercom system repair** by 2015 (corrected 2016) but the repair or replacement never occurred. The non-working intercom is still in units 9, 8, and 5. The non-working intercom box is on the outside of the building and for the use of all eighteen tenants and the Public. With the exception of the intercom in unit 9, all code violations herein are common to all tenants of the 18 units, i.e the Intercom is for the use of all 18 units and tenants as well as the Public.

The parking area is surrounded by a security gate, of which I as a tenant pay for but cannot use.

Some of these violations were the subject of a city Capital Improvements rent increase and may also constitute failure of a capital improvement.

The above violations are under the authority of city Los Angeles REAP as they are nuisance conditions, structural hazards, failure to manage, maintenance, electrical and lack of uniform compliance.

I refer to city notices to comply and SCEP notice indicate the building is not in uniform compliance and has been declared to be substandard.

I am told by code enforcement that these issues have been the subject of hundreds of city of Los Angeles code violation complaints. The period for compliance has expired; the building or unit is the subject of one or more Orders, the violations result in deprivation of housing services and/or habitability/health and safety violations.

The intercom system and parking stalls were available at the inception of the unit 9 tenancy. The intercom system was partially replaced in 2015 by the owner and subject to the city Capital Improvements program.

The owners of the property are:

**Hi Point 1522, LLC
520 Pacific Street #5
Santa Monica CA 90405**

meghan@boldpartnersre.com

Ph. 818-219-1587

MEGHAN HAYNER

Hi Point 1522 LLC

**8885 Venice Blvd Suite 205 Los Angeles CA 90034
Hi Point 1522 Managers Holdco LLC 8885 Venice Blvd Suite 205, Los Angeles CA
90034**

Hi Point 1522 Managers LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034
Hi Point 1522 TJ Entity LLC 8885 Venice Blvd Suite 205 Los Angeles CA 90034

The property is managed by:

Power Property Management, Inc. a corporation dba Power Property Group Agent
Brent Parsons 8885 Venice Blvd Ste 205
Los Angeles, CA 90034

Kassandra Harris AKA Kassy Harris 1522 Hi Point St No. 12
Los Angeles CA 90035
(resident manager)

Phone numbers for the owner/manager are: 213-908-8008 or 310-593-3955.

This complaint is filed pursuant to a continuing Unruh complaint filed with the Department of Fair Employment and Housing against the city government of Los Angeles.

I understand a female tenant who was white asked for parking stall #13 to be extended which it was. I was denied a similar and equal privilege to the white tenant.

See attached Order from the County Health Department (Chen).

Since wrongs and damages are continuing, under the rent agreement, the law allows me to pursue this complaint again.

SEC. 151.02. DEFINITIONS.

(Amended by Ord. No. 184,822, Eff. 4/30/17.)

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section. Words and phrases not defined herein shall be construed as defined in Sections 12.03 and 152.02 of this Code, if defined therein. **(Amended by Ord. No. 176,544, Eff. 5/2/05.)**

Capital Improvement. The addition or replacement of the following improvements to a rental unit or common areas of the housing complex containing the rental unit, providing such new improvement has a useful life of five (5) years or more: roofing, carpeting, draperies, stuccoing the outside of a building, air conditioning, security gates, swimming pool, sauna or hot tub, fencing, garbage disposal, washing machine or clothes dryer, dishwasher, children's play equipment permanently installed on the premises, the complete exterior painting of a building, and other similar improvements as determined by the Commission. Provided, however, that the complete exterior painting of a building shall only be considered as an eligible capital improvement once every ten (10) years. **(Amended by Ord. No. 165,251, Eff. 11/20/89.)**

Housing Services. Services connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance, including painting. This term shall also include the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits privileges or facilities. **(Amended by Ord. No. 154,808, Eff. 2/13/81.)**

Landlord. An owner, lessor, or sublessor, (including any person, firm, corporation, partnership, or other entity) who receives or is entitled to receive rent for the use of any rental unit, or the agent, representative or successor of any of the foregoing.

Primary Renovation Work. (Added by Ord. No. 176,544, Eff. 5/2/05.) Work performed either on a rental unit or on the building containing the rental unit that improves the property by prolonging its useful life or adding value, and involves either or both of the following:

1. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Los Angeles Municipal Code.
2. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws.

Rent. The consideration, including any bonus, benefits or gratuity, demanded or received by a landlord for or in connection with the use or occupancy of a rental unit, including but not limited to monies demanded or paid for the following: meals where required by the landlord as a condition of the tenancy; parking; furnishings; other housing services of any kind; subletting; or security deposits. **(Amended by Ord. No. 154,808, Eff. 2/13/81.)**

REAP EXCERPT:

Habitability Violation. Any violation of Section 1941.1 of the California Civil Code, or a reduction or elimination of the following services if contracted for by the tenant, or if provided to the tenant at the time the tenant moves into his or her rental unit: elevators, **security gates**, and air conditioners.

Order. Any order or notice to comply, correct or abate a condition or violation issued by the Department, the Department of Building and Safety, the Health Department, the Fire Department, or their successors.

2. Upon acceptance of the complaint from a tenant or an enforcement agency, if the complaint is supported by an Order, then the complaint shall be treated as a referral to the REAP and rent reduction under Section 162.03, and shall be processed under that section.

I am a Black male tenant entitled to all privileges and accommodations under the state Unruh Act, and under the rental agreement.

All rights reserved.

Geary Juan Johnson

1522 Hi Point St Apt 9 Los Angeles CA 90035

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2015-12-11 Email from Chen re Intercom.pdf

The landlord in this case has already said that tenants unit 9 are entitled to intercom service under the condition the building must be rewired. Rewiring is the jurisdiction of the city LAHD code violation division. The code enforcement division of the city has received adequate notice that the wiring is faulty because the intercom does not work. The owner has also said that tenants unit 9 are entitled to a tandem parking stall, such extended striping (LAMC) of the parking stall #8 is under the jurisdiction of the LAHD and code violation division. Under the city Tenant Anti-Harassment Ordinance, the LAHD is prohibited from aiding in the denial of housing services requested in this complaint. "Any landlord violating any of the provisions of this article, and any person who aids, facilitates, and/or incites another to violate the provisions of this article may be enjoined therefrom by a court of competent jurisdiction." (Harassment ordinance). David Wood and others in the LAHD are liable for continuing to violate the provisions of the Tenant Anti-Harassment ordinance. The conditions described herein violate the LAMC and the state Health and Safety Code. The entire premises is not in full compliance with the LAMC. I reference the city LAHD Mayor Karen Bass issued Notice and Order to Comply dated February 7, 2023 Case ID 844729. Further, "Under 42 U.S. Code § 1981 - Equal rights under the law (a) Statement of equal rights All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other. (b) "Make and enforce contracts" defined For purposes of this section, the term "make and enforce contracts" includes the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship." The LAHD refusal to cite the owner for the denial of housing services herein denies me "the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship" i.e. the Unruh Act. ADDITIONAL: This complaint will be used as evidence in Los Angeles Superior Court case 23STCP00644 filed Feb 28, 2023. The current rent registration statement for 2022 is not posted in the common area, as required by the LAMC. Units being used for Home Sharing where the Host does not live on the property, are in violation of the city Home Sharing ordinance. This code violation complaint is a violation of the state Unruh Act, CC section 51,52, by the Los Angeles Housing Department in that I am denied full and equal housing services by the Los Angeles

Housing Department because I am Black, male, over the age of 45, and have a disability. City employee Richard Brinson has indicated by email that he intentionally discriminates against me by ignoring my entitlements under the Unruh Act. The city government has received adequate notice of my protected status and disability. Abuse of federal funds by the City of Los Angeles and Los Angeles Housing Department is unlawful. The property owner has received adequate notice of the need for the intercom, need for tandem parking stall. The property owner Meghan Hayner has said the building needs to be rewired to repair the intercom in unit 9; the All-Time Maintenance refuses to do the rewiring. This complaint incorporates by reference the following LAHD code violation complaints: 750967, 783722, 788044, 791765, 795030, 799574, 803397, 808802, 815528, 823529, 844729, 846533, 860747, a previous 2015 order to repair the intercom by the Los Angeles County Health Department, as well as the 12/28/2022 Notice of case closure CE273371 adjudicated the matter in my favor. 4/27/23. White tenants have informed that Power Property Mgmt Inc Nisi Walton sent a "valuable tenant" letter to such tenants about the Akuvox system, I request the the LAHD demand that Nisi Walton provide me a copy of the same email that was not sent to me. I note that there is still an entry door keypad at the rear of the building, such keypad paid for by myself and others under the city Capital Improvements Program decision 50505SwI and total cost for two keypads front and rear \$31.68 over 7 year period. I note that on or around May 19, 2023, when the existing intercom and keypad was removed, only three units did not have a working intercom, units 5,8,9. Both rear and front keypads were working on May 19, 2023. I note the property owner has refused to repair or replace the intercom in unit 9. I ask that LAHD and Richard Brinson order the repair and replacement of the intercom unit 9. I demand that the city LAHD and Richard Brinson order the owner to supply myself unit 9 with Smartphone and internet to operate the Akuvox's Video Doorphone. The removal of the previous Intercom from the outside of the building along with the keypad without prior notice, was intended to cause harm to myself being the only tenant that was complaining about the intercom system. I note (1) the code violation, complaint gives the code enforcement division the authority to enter the unit along with the assistance of the owner. Under state law of California, the code violation division cannot require the tenant to be present for any inspection. I note (2) that the code violation division and REAP division and RSO division are not permitted or authorized to retaliate against any tenant by not making the inspection because a tenant refuses to be present. I note (3) that the city government LAHD has not cited the owner for the non-working intercom in my unit and I believe the real reason is because of my race Black, sex male, age over 45 and having a disability. I note (4) that the installation of the Akuvox system (not located in the unit or connected to it) is not acceptable as a resolution to the damages I have incurred by the intercom in the unit not being repaired or replaced. I note (5) that the June 11, 12, and 15th 2023 emails to Richard Brinson are incorporated herein by reference. (June 11 at 11:24 am) (June 12 at 3:10 pm) (June 15 at 11:09 am). I note (6) that the parking for unit 9 remains reduced from a tandem parking stall to a single car stall #8, a reduction in housing services and deprivation of housing

services to myself by the property owner and city LAHD. I note (7) that the rent payments endorsed by the owner show that the tenant number nine continues to pay for intercom repairs and tandem parking as written on the rent check. I note (8) that The city RSO complaint process, code violation complaint, and our REAP complaint process make the city and government liable for housing services to myself. I note (9) that I spoke with a UPS driver today and a tenant who said they both do not have access to deliver or receive UPS packages at this address. I note (10) that I could easily be provided a tandem parking stall by the city LAHD ordering the re-striping of parking stall 8 to a tandem, such authority and liability that the city has to provide "full and equal housing services." In addition, the owner (and sometimes the city) is liable to supply the housing services like kitchen sink, bathroom fixtures, light fixtures, garbage disposal, electrical outlets, doors, smoke alarms; each service requires certain parts to work. The owner is liable for repairs which may include parts. If the owner installed Akuvox, they are liable for the parts to make the system work which includes smartphone and WiFi/Internet. It should not be this difficult in the city of Los Angeles in 2023 to get a working intercom and tandem parking stall. Reference: City of Los Angeles Public Records Request 23-1200-S151 published at https://clkrep.lacity.org/onlinedocs/2023/23-1200-S151_pc_11-13-2023.pdf. **The Power of Racism is Among Us**. GJ Johnson. 11/14/23. Words 7569.



Denial of Housing Services. Please revoke the license to practice of the attorneys stated herein Breithaupt and Gerst

From: G Johnson (tainmount@sbcglobal.net)

To: susan.davenport@calcivilrights.ca.gov; attorneygeneral@dojca.gov; attorneyregulation@calbar.ca.gov

Cc: askdoj@usdoj.gov; ben.luu@hud.gov; jameel.e.hill@hud.gov; albert.e.proctor@hud.gov; ciaran.mcevoy@usdoj.gov; hello@skylightla.com; gerst@novianlaw.com; deborah.breithaupt@lacity.org; 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; 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; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; councilmember.soto-martinez@lacity.org; contact.center@calcivilrights.ca.gov; councilmember.harris-dawson@lacity.org; hud-pihrc@ardentinc.com

Date: Monday, December 4, 2023 at 02:37 PM PST

State Bar Complaint Number Gerst 23-O-25895
State Bar Complaint Number Breighthauph 23-O-24507
CRD Case 202305-20745222
HUD number:

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.

Dear Parties

Hydee Feldstein Soto

Denise C. Mills

John W . Heath

Mei-Mei Cheng

Deborah Breithaupt

Hi Point 1522 LLC

Ongoing harm

Continuing obligations

Continuing damages

Continuing violations

Michael Gerst of Novian & Novian LLP is the attorney for Hi Point 1522 LLP .

1. I request that the state bar as well as the state civil rights department (CRD) compel the property owner and their agents, including Michael Gerst to answer my following concerns or else the state bar shall revoke the certification to practice of Michael Gerst and Deborah Breithaupt.
2. Per the current obligations of the rental agreement between Petitioner and owner and agents (Gerst at al) and per the statements of owner agent Power Property Management Inc, I have fulfilled my obligation to provide "outstanding issues and or items" "questions, comments, requests or concerns" as stated herein. I demand that the property owner respond; they have been given ample opportunity to address these outstanding issues and concerns.
3. In 2019 at this address unit 9 tenants were already paying for the tandem parking stall through the rent check which includes tandem parking as well as intercom repair and maintenance to the parking stall . The owner endorsed the rent check in December 2021 which reads "for maintenance and tandem parking". In 2019 Kassandra Harris tenant unit 12 was assigned to tandem parking stall 16 in my opinion. At that time the tandem stalls were 13 ,14, 15 ,16 ,17, 18, 19 as they are now. As of 2021 November the only tandem stall that was occupied by someone before 2021 November was the stall occupied by Kassandra Harris. By November 2021 tenant number 9 was first come first serve for the tandem stalls 13, 14, 15, 17, 18, 19 because all of the tenants currently in tandem stalls ---except for tandem stall 16--- were not tenants in November 2021. By November 4, 2021 I signed the additional agreement for the tandem parking to pay an additional \$50 per month; the agreement to change in terms of tenancy was signed under duress. That made me first come first serve (see Gerst letter Oct 4 2023) and I had already offered the additional payment and already was paying for the tandem stall at that time thru the endorsed rent check.
4. My question is where is the tandem parking stall that was promised to unit 9 tenants in November 2021 says Gerst (2023 letter) since the owner said that we would be supplied the tandem stall based on the rental agreement which terms were changed November of 2021 and payment tendered?
5. Gerst maintains this matter has scanned over ten years. The owner endorsed the rent checks in December 2021 (to now) which reads "for maintenance and tandem parking". Why does it take over ten years for a Blackman in America (petitioner) to get a unit intercom repaired and have his parking stall converted or re-assigned to a tandem parking stall? According to city LAMC, the value of the tandem parking stall denied is \$200 per month from 2021 (or before) to current.
6. On what date will I be assigned to the tandem stall that Gerst (property owner agent) said I was " first come first serve" entitled to in November of 2021? Please state the number 13 14 15 or 17 18 19 since we were first come first served ahead of all of those tenants now occupying stalls 13 14 15 17 18 19.
7. Tenants unit 9 (myself) were first come first served for a tandem parking stall. On what date will the property owner be honoring that commitment?
8. Breighthaupt and Gerst have not complied with CCP 1094.6 and all pleadings not included in the supplied administrative record ("AR"). CCP 1094.6 (c) "The complete record of the proceedings shall be prepared by the local agency or its commission, board, officer, or agent which made the decision and shall be delivered to the petitioner within 190 days after he has filed a written request

therefor. The local agency may recover from the petitioner its actual costs for transcribing or otherwise preparing the record. Such record shall include the transcript of the proceedings, all pleadings, all notices and orders, any proposed decision by a hearing officer, the final decision, all admitted exhibits, all rejected exhibits in the possession of the local agency or its commission, board, officer, or agent, all written evidence, and any other papers in the case. The State Bar is asked to revoke the certification to practice law on the grounds Gerst and Breithaupt have been adequately notified that a motion for sanctions is being prepared due to the fact the record in this matter from the City does not include "all pleadings" as required under CCP section 1096.5 (c) herein (emphases added), and that both attorneys refuse to compile the complete record of all pleadings. Attorney Breithaupt has stated by email that the City will not add to the AR all pleadings in the City's possession.

9. The city employee who was directed to prepare the AR and did not include all pleadings should also suffer discipline for falsification of the record.

All rights reserved.

Geary Juan 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.

State Bar Complaint Number Gerst 23-O-25895
State Bar Complaint Number Breighthauph 23-O-24507

cc: HUD, Justice

ATTACHMENT CITY REAP COMPLAINT 9/23/2022
attachment October 4, 2023 letter of Michael Gerst

Executive Office for United States Attorneys
United States Department of Justice
950 Pennsylvania Avenue, NW, Room 2242
Washington, DC 20530-0001
U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Office of the Assistant Attorney General, Main
Washington, D.C. 20530
Tax Division
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Los Angeles FBI
11000 Wilshire Boulevard
Suite 1700
Los Angeles, CA 90024
Kristen Clarke
Assistant Attorney General
Bureau of Justice Assistance
Fax: 202-305-1367
Ciaran McEvoy
Public Information Officer
United States Attorney's Office
Central District of California (Los Angeles)
ciaran.mcevoy@usdoj.gov
(213) 894-4465



2022-9-23 Email REAP Complaint.pdf
232.5kB



2023-10-4 Letter from Owner Lawyer Gerst.pdf
538.2kB

Denial of Housing Services. Please revoke the license to practice of the attorneys stated herein Breithaupt and Geest

From: G Johnson (tainmount@sbcglobal.net)

To: attorneyregulation@calbar.ca.gov; susan.davenport@calcivilrights.ca.gov

Cc: hello@skylightla.com; gerst@novianlaw.com; deborah.breithaupt@lacity.org; 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; 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; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; councilmember.soto-martinez@lacity.org; contact.center@calcivilrights.ca.gov; councilmember.harris-dawson@lacity.org

Date: Sunday, December 3, 2023 at 11:38 AM PST

CRD Case 202305-20745222
 HUD number:
 State Bar of California
 AttorneyRegulation@calbar.ca.gov
 Case number 23-O-24507

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.

Dear Parties
 Hydee Feldstein Soto
 Denise C. Mills
 John W. Heath
 Mei-Mei Cheng
 Deborah Breithaupt
 Hi Point 1522 LLC
 Ongoing harm
 Continuing obligations
 Continuing damages
 Continuing violations
 Michael Gerst of Novian & Novian LLP is the attorney for Hi Point 1522 LLP .

1. The state bar of California is asked to revoke the license of Deborah Breithaupt and Michael Gerst until they answer the following questions below in item 26.
2. The state board of California and the civil rights department of the state of California are asked to order High Point 1522 LLC and it's agents to answer the following questions here

in below item 26.

3. To: ALL TENANTS RESIDING AT 1522 Hi Point Street Los Angeles, CA 90035. "Effective today, you will have a new on-site property manager. Kasandra Harris is now available to answer any of your questions and can be found at the managers unit 1522 Hi Point Unit # 12. We're excited to have Kasandra on board! If you have any outstanding issues and or items to discuss please reach out to Kasandra immediately. She will be going around and introducing herself to each and every one of you." 2/2/2019 letter. Power Property Management on behalf of Hi Point 1522 LLC. "I also enclose confirmation on the change of ownership, but If you have any questions, comments, requests or concerns please don't hesitate to contact me." Circa March 27, 2014 via letter to all tenants from Power Property management.
4. See CCP section 527.6 and definition of harassment. This proves that Petitioner is not harassing either attorney or property owner/agent in this matter.
5. "Escalation" defined. to increase in extent, volume, number, amount, intensity, or scope (Source: Google)
6. "Litigation" defined. the act, process, or practice of settling a dispute in a court of law : the act or process of [litigating](#)
7. "Conflict" defined. competitive or opposing action of incompatibles : antagonistic state or action (as of divergent ideas, interests, or persons)
8. English "comprehension" defined. the act or action of grasping with the intellect
9. My main objective is to get the housing services that I am entitled to. In order to get those housing services I have to ask questions of the property owner and Property Management. And I had to enter this court proceeding in order to get answers to those questions that is the part of what I have to do in order to succeed with getting housing services. If I could do those things without the cooperation and communication of Mr. Gerst or Ms. Breithaupt, and the city of Los Angeles, I would do so, but apparently that is not the case.
10. Dismissed without prejudice defined. "Whereas a case that is dismissed "with prejudice" is dismissed permanently, a case that is dismissed "without prejudice" is only dismissed temporarily. This temporary dismissal means that the plaintiff is allowed to re-file charges, alter the claim, or bring the case to another court." Source: Google. Dismissal without prejudice. "When a court [dismisses](#) a claim but leaves the plaintiff free to bring a subsequent suit based on the same grounds as the dismissed claim." (Source: Legal Information Institute).
11. There has been no written or other communication to me other than the Gerst letter about the repairs to the Intercom in my unit; parts to operate the Akuvox Intercom functions, or when I will be assigned the available tandem parking stall that Gerst said I was entitled to when I signed the change of terms in tenancy in 2021 re tandem parking availability.

(#12 and 13 deleted)

14. I am entitled to the Services requested, on a daily basis 24 hours a day, seven days a week and every month of the year.

15. The failure to provide the services and the delay in providing the services is intentional to cause harm on the part of the respondent, as well as the real party in interest.

16. It is agent Thomas Khammar who said in court hearing in 2021 that tenants unit 9 already have a tandem parking stall; this indicates the tandem parking stall was included in the rent agreement.

17. Gerst says that according to the rent agreement, I am entitled to tandem parking and a working intercom and the parts to activate the Akuvox system, but Gerst has admitted that I have not been given the parts to operate the Akuvox Intercom function.

18. The letter of Gerst says that the rent agreement entitles me to tandem parking but tandem parking since 2021 per Gerst has not been supplied.

19. The owner of the property has cashed my rent checks and endorsed them from 2021 to 2023 and I have made such payments under duress.

20. Corrections to December 2 email at 12:23 PM. All references to Megan Hayner are correct it to read Megan Hayner. All instances of Hi Point 1522 LLC are corrected to read Hi Point 1522 LLC. Item 40 is corrected to read "I will ask ...". Item 47 the word "date" is removed. Page 8 line 2 from the bottom is correct it to say "Intercom in my unit which is the subject of a ADA disability complaint". Page 9 the line 1 the phrase on going home is corrected to "on going harm". Page 9 paragraph two is correct to say you are October 4 letter as opposed to your previous letter.

21. I further note that you say and you were November 22 letter from Gerst that all of which have been unsuccessful. I would disagree with that because the Accu box is a new system that was installed most likely in response to my complaints although the owner has not admit that. So that would be some success on my part even though I still am without a working intercom in my unit which it has not been working since 2014. But the AK,UVOX box installed at the front of the building indicates that I am entitled to a working intercom as part of the rent agreement. I would also say I have had some success because your October 4 letter admitted that I am first come first serve entitled to a tandem parking stall so even though I have not received the stall yet there still has been some success on my part to get to this point to get you to admit that the first come first serve tandem stall is a part of the rent agreement.

22. GERST states on November 22 "there is no need to further expand upon or argue about its contents". I disagree . There is a need because I am entitled to Intercom use 24 hours seven days a week 12 months of the year. I am entitled to tandem parking 24 hours seven days a week in 365 days per year. The entitlement comes from the rent agreement and the rent checks that are endorsed by your client. I would like to have a clear understanding of when you feel you had contacted me as far as saying they were T3 tandem, stalls available. I think that is a reasonable request as long as I do not have a tandem parking stall and as long as I do not have a working intercom in my unit then there is a need to further expand upon about the contents of your October 4 letter which you claim is the words of the owner. I hope this is clear, and understandable English to you. I will continue to complain until the services are restored to me, or until Hell freezes over which ever occurs first.

23. Perhaps a TRO to stop all rent payments from all tenants until these issues are resolved would be a possible remedy.

24. I demand that the property owner or their agents respond to my questions as stated herein.

25. Because the law firm Novian and Novian has refused to answer my questions stated herein, I ask that the State Bar revoke their certification to practice law.

26. The questions I demand answers to and ask the State Bar and CRD to order a response from the owner are:

- a. Gerst says October 4, 2023 letter. It has been repeatedly relayed to you that your lease has an explicitly assigned single parking spot space number 8." Please provide specificity as to how and when such alleged communications occurred.
- b. Gerst says, "as has also repeatedly been relayed to you, there are three tandem parking spaces, which are available on a first come first serve basis." Please provide specificity as to how and when such alleged communications occurred.
- c. GERST states "at no point in your tenancy have you stated a willingness to pay this additional fee for a tandem parking space." Please provide specificity as to how and when such alleged communications occurred in light of the signed Notice of Change in terms of tenancy dated circa November 4, 2021 and exhibit for city case CE271455.
- d. I am entitled to the use of an intercom on a daily basis. When will the intercom in my unit be repaired?
- e. I am entitled to the use of an intercom on a daily basis. When will I be provided the smartphone and WiFi to use the Akuvox intercom functions?
- f. When will I be compensated for the reduction of intercom function in my unit and when will I be compensated for the reduction of tandem parking?
- g. In light of the owners statements to the city that all parking is included in the rental amounts, Gerst made a statement on October 4 "all tandem spaces have been taken by other tenants, willing to pay the additional fee." Please provide specificity as to how and when which tenants are paying an additional fee for parking and what is the fee.
- h. Where in the rental agreement does it say that tenants unit 9 have to provide the parts to use the intercom system?
- i. Please provide as of today's date how many single stalls are available in accordance with my communications to Gerst that additional tandem/single parking is currently available.

27. If Gerst refuses to answer the concerns in writing in a reasonable amount of time, concerns numbered a-i, I request that the State Bar revoke his license to practice and I request the Civil Rights Department order Gerst/property owner to answer my listed concerns. If Gerst/owner does not answer the concerns, I ask the State Bar to revoke the certification of the law firm Novian and Novian LLC.

28. Per the obligations of the rental agreement between Petitioner and owner and agents (Gerst at al) and per the statement of Power Property in item 3 above, I have fulfilled my obligation to provide "outstanding issues and or items" "questions, comments, requests or concerns" as stated herein. I demand that the property owner respond; they have been given ample opportunity to address these outstanding issues and concerns.

**In a Los Angeles city
government marked by
racism, corruption and
misuse of federal funds, how
does a Blackman qualify for
housing services?**

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.

All rights reserved.

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

Reference: Gerst November 22, 2023

Mr. Johnson, my client and its predecessor have responded to your complaints regarding the call box and the parking repeatedly for a decade at this point. You have filed numerous actions and complaint on these points, all of which have been unsuccessful. My client stands by its response in my prior letter to you, and there is no need to further expand upon or argue about its contents.

You have a pending action in Los Angeles Superior Court, and a pending complaint with the California Department of Civil Rights. My client's intent is to allow those actions to go forward through resolution. Since your emails make defamatory accusations towards my client, Ms. Breithaupt, and myself, I will not engage in a further back and forth responding to each of your emails. We can contain our communications to those in front of the Court.

Reference from Johnson: California Code of Civil Procedure

527.6. (a) (1) A person who has suffered harassment as defined in subdivision (b) may seek a temporary restraining order and an injunction prohibiting harassment as provided in this section.

(2) A minor, under 12 years of age, accompanied by a duly appointed and acting guardian ad litem, shall be permitted to appear in court without counsel for the limited purpose of requesting or opposing a request for a temporary restraining order or injunction, or both, under this section as provided in Section 374.

(b) For the purposes of this section:

(1) "Course of conduct" is a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose, including following or stalking an individual, making harassing telephone calls to an individual, or sending harassing correspondence to an individual by any means, including, but not limited to, the use of public or private mails, interofficemail, facsimile, or computer email. Constitutionally protected activity is not included within the meaning of "course of conduct."

(2) "Credible threat of violence" is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his or her safety, or the safety of his or her immediate family, and that serves no legitimate purpose.

(3) "Harassment" is unlawful violence, a credible threat of violence, or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner.

c: BOLDLA/Skylight properties at hello@skylightla.com; susan.davenport@calcivilrights.ca.gov
(Civil Rights Department)



2022-7-28 Scanned Code Violation 825343.pdf
5.8MB



2023-10-4 Letter from Owner Lawyer Gerst.pdf
538.2kB



2023-10-20 Letter from CRD DFEH 5222.pdf
605.7kB

Owner of Record

Hi Point 1522 LLC

520 Pacific Street #5

Santa Monica, CA 90405

Email : meghan@boldpartners.com

Phone 818-219-1587

(owner of 1522 Hi Point St.

Los Angeles 90035)

Reference: Skylight Residential

Ongoing Harm and Continuing Obligations. CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

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

Cc: deborah.breithaupt@lacity.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; 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.blumenfield@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; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org; susan.davenport@calcivilrights.ca.gov; contact.center@calcivilrights.ca.gov

Date: Saturday, October 28, 2023 at 12:17 PM PDT

Dear Parties

Hydee Feldstein Soto
Denise C. Mills
John W. Heath
Mei-Mei Cheng
Deborah Breithaupt
Hi Point 1522 LLC

Ongoing harm
Continuing obligations
Continuing damages
Continuing violations

Michael Gerst of Novian & Novian LLP is the attorney for Hi Point 1522 LLC.

I make further response to the letter of Gerst dated October 4, 2023.

1. Gerst appears to give his view of legitimate reasons for why the intercom in unit 9 is not functioning (since 2014) and why unit 9 tenants have not been assigned a tandem parking stall since 2014. I view Gerst statement as pre-textual and the real reason why the services are denied is due to my race, Black, sex male, age over 45 and because I have a disability, and in retaliation because I complained. Gerst speaks for the property owner and the management company Power Property management Inc.

2. At this point, the owner Hi Point 1522 LLC has not given a legitimate reason as to why my request for reasonable accommodation has not been granted.

A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling,

including public and common use spaces. Since rules, policies, practices, and services may have a different effect on persons with disabilities than on other persons, treating persons with disabilities exactly the same as others will sometimes deny them an equal opportunity to use and enjoy a dwelling. The Act makes it unlawful to refuse to make reasonable accommodations to rules, policies, practices, or services when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling. To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability. (Source: Google HUD)

3. The letter from my doctor of 2021 clearly establishes an “identifiable relationship, or nexus, between the requested accommodation and the individual's disability.” Thus far, being that the housing services have not been provided as requested, the property owner (as well as the City of Los Angeles) have refused to grant the reasonable accommodation. It also does not appear from the Gerst letter that there has been an interactive process that involves the tenant and the owner.
4. Interestingly, the Gerst letter, while showing intentional discrimination, also appears to admit that the housing services requested are not only entitled to be the tenant (myself and roommate) but also the housing services requested are reasonable.
5. I think the sticking point here is Gerst’s assertion, false that the owner never received the RA letter before October 4, 2023 (sic), that the parking stall 8 is “explicit”, and that it was repeatedly relayed to me that “there are three tandem parking stalls, which are available on a first come first serve basis”.
6. Gerst also alleges that the Akuvox system allows “all tenants to access the intercom remotely so they can provide access to guests and deliveries, and even when they are not at home.” Gerst is contradictory because he seems to admit that the Akuvox system —to be clear— is not available to those tenants who have not been provided a smartphone and internet service, thus it was not installed for the benefit of “all tenants”. Gerst also knows but omits the fact that certain tenants have been provided “free wifi” by the owner or by adequate knowledge of the owner.
7. Today or immediately. Gerst has failed to provide any legitimate reasons why the housing services requested cannot be provided today. Thus the causal relationship between the owner actions and the tenant harm is proven. It is the owner sole liability (and that of the city of Los Angeles) to provide housing services parts and labor, and parts and labor in order for the Akuvox to be utilized by tenants like myself; Gerst letter indicates the owner has not done so. As regards the tandem parking, this can be done today, and the owner has intentionally not done so in order to harm myself and the owner actions stated by Gerst violate the provisions of the ADA and the state Unruh Act.
8. I request Gerst to provide verified proof and declarations under penalty of perjury (who, what, when , why, where, and how) from the owner that Power Property Management Inc. or the owner did not receive the doctor letter and other RA from me prior to the letter from the doctor, on the dates I have provided previous to this email.
9. I request Gerst provide verified proof including declarations under penalty of perjury the who, what, when , why, where, and how of Gerst statement “as has also repeatedly been relayed to you, there are three tandem parking spaces, which are available on a first come first serve basis.” I contrast Gerst statement with the 5/15/2022 and 12/8/2022 emails in which Thomas Khammar is quoted; the words of Khammar do not in any way verify what Gerst is claiming and Khammar never mentions anything that Gerst claims. I attach those emails.
10. The Gerst letter indicates that the owner is refusing to provide the reasonable accommodations requested by today and engaged in retaliation because I complained.
11. The Gerst letter claims the conditions to be assigned a tandem parking stall; I would like that statement to be provided in a letter signed by the owner.







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.

All rights reserved.

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

c: California Civil Rights Department

Ongoing harm
Continuing obligations
Continuing damages
Continuing violations

-  2023-10-26 Email Supp to Gerst Letter Writ.pdf
136.3kB
-  2023-10-28 Email Corrections to Email.pdf
98.7kB
-  2023-10-23 Email Reply to PPM Gerst Letter.pdf
216.6kB
-  2023-10-4 Letter from Owner Lawyer Gerst.pdf
538.2kB
-  2022-5-15 Revised Email on SC Hearing.pdf
238.7kB
-  2022-12-8 Email to Mayor and PPM on threats.pdf
500.3kB

Tandem Parking- Parts for Akuvox and Still Not Supplied - Ongoing harm Ongoing Damages Continuing obligations- CRD Case 202305-20745222

From: G Johnson (tainmount@sbcglobal.net)

To: deborah.breithaupt@lacity.org; patrice.doehrn@dfeh.ca.gov; tina.walker@dfeh.ca.gov; 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; meghan@boldpartnersre.com; 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; james.cortes@dfeh.ca.gov; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org; susan.davenport@calcivilrights.ca.gov; contact.center@calcivilrights.ca.gov; gerst@novianlaw.com

Date: Monday, October 30, 2023 at 10:54 AM PDT

CRD Case 202305-20745222
HUD number:

Dear Parties

Hydee Feldstein Soto
Denise C. Mills
John W. Heath
Mei-Mei Cheng
Deborah Breithaupt
Hi Point 1522 LLC

Ongoing harm
Continuing obligations
Continuing damages
Continuing violations
Michael Gerst of Novian & Novian LLP is the attorney for Hi Point 1522 LLP .

I make further response to the letter of Gerst dated October 4, 2023.

1. BUILDING ENTRY CODE. INVASION OF PRIVACY. I understand that in order to provide me an entry code to the building under Akuvox, you had to set up an account in my name. I expressly do not give you permission to set up an account in my name. Also the entry code you supplied appears to be part of my phone number; I do not expressly give you permission to use any part of my phone number as a tracking device for purposes of Akuvox. Please provide an access code that does not include any parts of my phone number. The number 1456 could be used for example. Previously I was told by Akuvox that they set up an account in my name; I do not give Akuvox permission to set up an account in my name as it would

- violate my privacy and would be identity theft. Do not set up any accounts in my name Akuvox without me first being able to review the conditions of such agreement.
2. I remind you I still do not have a working intercom in my unit. The intercom device in my apartment does not function. (Request for repairs pending since 2014).
 3. I also do not have the ability to use the Akuvox smart phone based door entry system and intercom because I have not been provided a smartphone and internet, the parts and/tools necessary to operate Akuvox. The installation of Akuvox also is an illegal rent increase.
 4. ADEQUATE NOTICE BY OWNER OF REQUEST FOR TANDEM PARKING. When the new owner purchased the building around July 2021, they had adequate notice that I had been requesting a tandem parking stall, that the conditions were first come first served and payment of \$50 per month outside the rent agreement; but the new owner was also aware that I had been first come first served before 2021 and that by the payment of rent checks I was already paying for the tandem parking because the parking is included in the rent by statements rent registry that the owner makes to the city LAHD every year.
 5. FAXES. The current management company for the property is Power Property management Inc. ("PPMG"). PPMG was faxed including but not limited to 3/6/2020, and 8/9/2021 regarding the request for working intercom and tandem parking; similar faxes were delivered 7/4/2022, 2/6/2023, 5/25/2023, 6/5/2023, 6/6/2023, 6/13/2023, 6/22/2023, 7/13/2023, 8/10,2023.
 6. EMAIL ADDRESSES. I match the email addresses with names because these are the email addresses provided by PPMG or these are email addresses that appear on the internet website of PPMG. These are the email addresses I have used in my email communications:
highpoint1522@gmail.com (Kassandra Harris-Resident manager);
09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us - Power Property Inc. -
meghan@boldpartnersre.com- Meghan Hayner Owner;
maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com - Thomas Khammar at PPMG; brent@powerpropertygrp.com-Brent Parsons at PPMG;
frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com- Nisi Walton at PPMG.
Occasionally I will fax or Fed Ex or Priority Mail select emails.
 7. THE OWNER ENDORSED RENT CHECKS THAT GIVE NOTICE OF TANDEM PARKING REQUESTED AND PAID FOR. Including but not limited to: 5/1/2019 rent check says "paid under protest for parking and maintenance" ; 10/1/2019 "paid under protest for maintenance and services"; 12/1/2019 "payment under duress for housing services"; 9/1/2021 "paid under stress for parking and repairs"; 10/01/2021 "paid under stress for intercom repairs &parking lien"; 11/1/2021"re lien repairs &parking paid under stress"; 12/1/2021 "for maintenance and tandem parking and lien for"; 04/01/2022 "paid under stress for repairs to intercom & tandem parking"; 5/1/2023 "paid under stress for tandem parking &intercom repair"; 6/1/2022 "paid under duress for intercom repair & tandem parking"; 8/1/2022 "for tandem parking & intercom labor and repairs"; 01/01/2023 paid under stress and arrest for rent, parking, two cars and intercom repairs"; 02/01/2023 "paid under stress and duress for tandem or two car, parking and intercom repair"; 09/01/2023 "paid under duress for unit Intercom repair and tandem parking".
 8. The endorsed checks clearly prove that you have accepted payment for the tandem parking and that you have agreed by your conduct that there is no additional or \$50.00 fee for tandem parking and that tandem parking is included in the rent paid.
 9. TANDEM PARKING IS AVAILABLE. As previously indicated, in tandem stalls 13 and 14 there is only one vehicle. In stall 17 there is only one vehicle. Stalls 15 and 16 tandem have only

two cars, so combined that makes one full tandem stall available. Unit 9 tenants could easily be assigned to stall 14 and have the car in stall 14 move to stall #8 and unit 9 would thus have a tandem parking stall.

10. Please assign the tandem parking stall for unit 9 by today and without further delay.
11. Please provide the Akuvox smart phone and WiFi or internet today without further delay so unit 9 tenants have “full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.”

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.

All rights reserved

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

Ongoing harm
Ongoing Damages
Continuing obligations

Keypad entry code question re Akuvox

From: G Johnson (tainmount@sbcglobal.net)

To: nisi@powerpropertygrp.com; brent@powerpropertygrp.com; thomas@powerpropertygrp.com; megghan@boldpartnersre.com; mayor.helpdesk@lacity.org

Date: Thursday, September 28, 2023 at 04:56 PM PDT

Dear property owner:

You supplied me with Akuvox outside entry door code 30— . You neglected to tell me which option button should guests or deliveries use. There are three option buttons titled delivery, temp key, and pin. Which one is to be used to Input the code you gave me?

As you know, all utilities are paid thru my rent. You still have failed to supply me the phone, smart phone or internet utilities to operate the Akuvox system; including but not limited to I consider this to be a breach of the rental agreement.

Geary Juan Johnson

1522 Hi Point St. 9
Los Angeles Ca. 90035
Phone 323-807-3099

Preliminary review of your AR

From: G Johnson (tainmount@sbcglobal.net)

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

Cc: 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; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Date: Tuesday, October 31, 2023 at 06:17 PM PDT

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

Dear Parties:

I have received your three volumes alleged to be the Administrative Record ("AR") for this case submitted by the City, and the City in joinder with the Real Party in Interest.

Generally speaking, the record supplied to me does not include any of the documents I requested to be added to the record like the code enforcement complaints, the REAP complaints, and all other documents mentioned in my Motion to Augment the Record.

In addition, your copies of the pleadings filed stops at 9-13-23. Not included---but I request they be included--- are the 9/12/23 Notice of Errata filed by me, my Reply to the Amended Answer filed 9/19/23, my Notice of Errata filed 10-11-23, my 9-20-2023 Amended Reply to the Amended Answer, and Notice of Errata filed 10-11-2023. I also asked you to include various RSO complaints filed after December 2022. You have refused.

Please revise your AR and include the documents I have requested.

CCP section 1094.6(c) states that the **"...record shall include the transcript of the proceedings, all pleadings, all notices and orders, any proposed decision by a hearing officer, the final decision, all admitted exhibits, all rejected exhibits in the possession of the local agency or its commission, board, officer, or agent, all written evidence, and any other papers in the case."** (Emphasis added)

As such we have not agreed on the contents of the AR.

I reserve the right in the next week or so to make further comment.

All rights reserved.

Geary Juan Johnson
1522 Hi Point St 9
Los Angeles CA 90035

Phone 323-807-3099

c: California State Bar complaint

More documents for the Court AR

From: G Johnson (tainmount@sbcglobal.net)

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

Cc: 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.blumenfield@lacity.org; councilmember.raman@lacity.org; councilmember.yaroslavsky@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.mcosker@lacity.org; gavin@gavinnewsom.com; maintenance@alltimemaintenance.com; thomas@powerpropertygrp.com; brent@powerpropertygrp.com; frontdesk@powerpropertygrp.com; nisi@powerpropertygrp.com; councilmember.soto-martinez@lacity.org; councilmember.harris-dawson@lacity.org

Date: Wednesday, November 1, 2023 at 10:05 AM PDT

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

Dear Parties:

I request that the prepared Administrative Record ("AR") include copies of the court docket summary of all pleadings and court documents filed.

As stated before, the AR must include all pleadings filed with the Court in this matter.

I attach a copy of the Court docket.

I note that the Court minute 10/24/2023 order says "Emails between petitioner and respondent will not be included as part of the record." I am a little confused by that statement as it is vague and lacking in specificity. Otherwise, it means emails between Petitioner and Real Party in interest are allowed as part of the record; it means the City of Los Angeles must go thru the 2100 page AR and redact all emails between the Petitioner and Respondent; I am guessing here and not making a request.

All rights reserved.

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



2023-11-1 Court Summary Case 00644.pdf
155.4kB

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
7 Facsimile: 323-345-5070

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/02/2023 10:32 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Panganiban, Deputy Clerk

8
9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF LOS ANGELES

<p>12 GEARY J. JOHNSON, 13 14 Petitioner, 15 16 vs. 17 City of Los Angeles, 18 19 Respondent, 20 Hi Point 1522 LLC, 21 22 Real Party in Interest</p>	<p>Case No.: 23STCP00644</p> <p>PETITIONER GEARY J. JOHNSON'S NOTICE OF CONTINUED TRIAL SETTING CONFERENCE (CCP § 1085) (CCP 1084-1097)</p> <p>Date: Tuesday, December 5, 2023 Time: 1:30 P.M. Department: 85</p> <p>Date Petition Filed: 02/28/2023</p>
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GEARY J. JOHNSON

1 TO THE HON JUDGE JAMES C. CHALFANT AND ALL PARTIES:
2

3 The Court has continued the trial setting conference to December 5, 2023 at 1:30 pm in
4 Department 85. The minute order of the Court states in part, "Emails¹ between petitioner and
5 respondent will not be included as part of the record."
6

7 See attached Exhibit number 001 Minute Order of the Court dated October 24, 2023.
8

9 Date: November 2, 2023
10

11 RESPECTFULLY

12
13 By: 
14 **GEARY J. JOHNSON** Petitioner, In Pro Per
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27 ¹ In 2020, the number of email users reached the 4 billion mark, which means that over
28 50% of the world's population was using email. The latest reported number in 2022 is
close to 4.26 billion. Government agencies DO use email to contact people. (Source:
Google)

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PROOF OF SERVICE

I, ERIC BECKWITH, do declare:

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

On November 2, 2023 I served the within

PETITIONER GEARY J. JOHNSON'S NOTICE OF CONTINUED TRIAL SETTING CONFERENCE (CCP § 1085) (CCP 1084-1097)

(CASE NUMBER 23STCP00644)

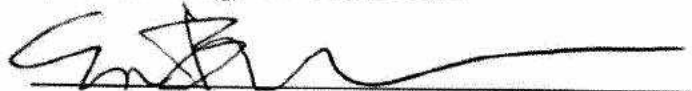
on the below listed in said action, by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California, addressed to the last known address as follows:

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

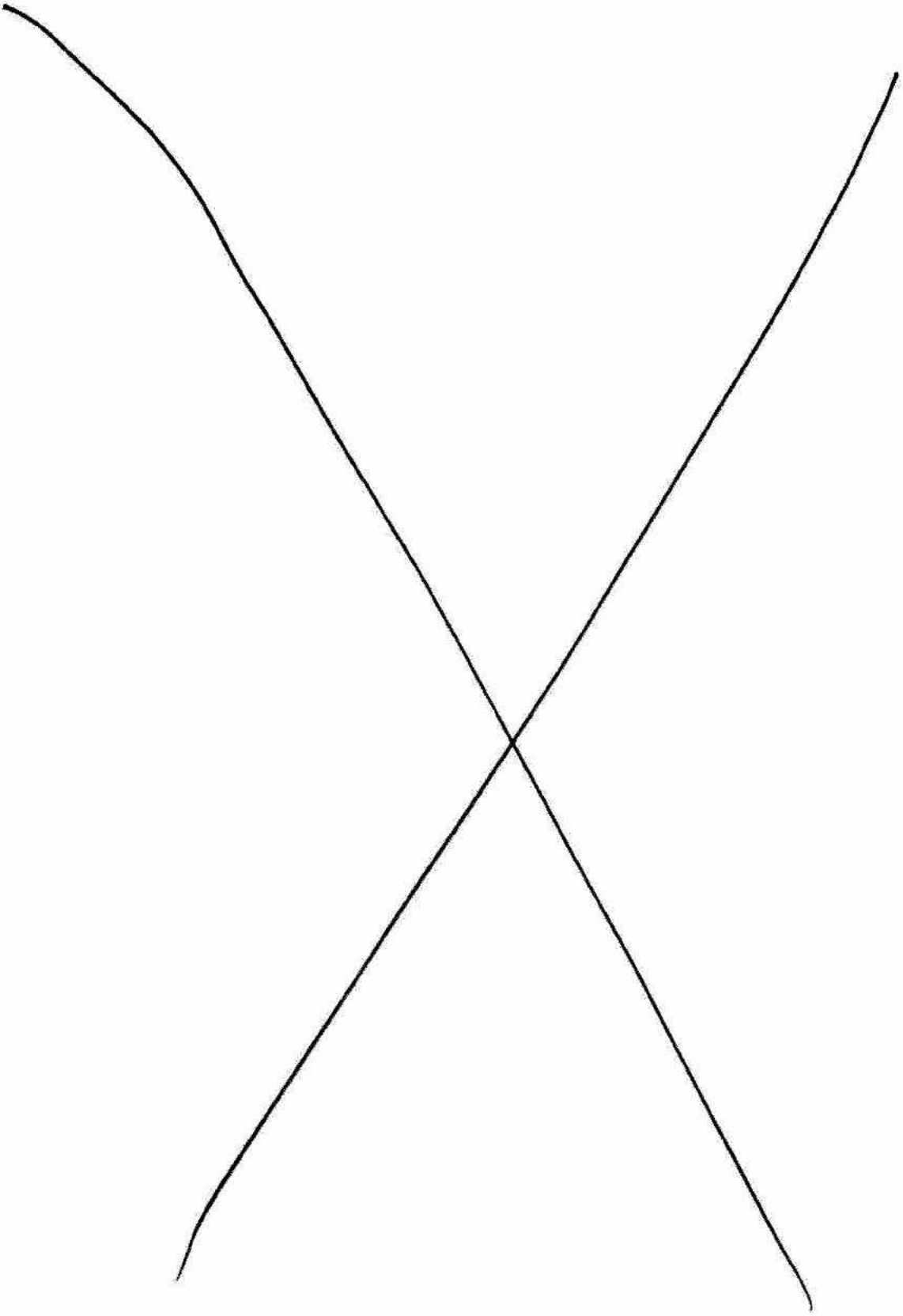
Michael Gerst
Novian & Novian, LLP
1801 century park east Suite 1201
Los Angeles, CA 90067 - 2314
Attorneys for real party in interest Hi Point 1522 LLC
Via First Class Mail

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

Executed on November 2, 2023, at Los Angeles California.



ERIC BECKWITH



EXH. 001

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.**

October 24, 2023

1:30 PM

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

CSR: D. Rivera, CSR #10785
ERM: None
Deputy Sheriff: None

COPY

APPEARANCES:

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

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

NATURE OF PROCEEDINGS: Trial Setting Conference

The matter is called for hearing.

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

Respondent represents to the court that it has produced 1300 pages for the two LAHD decisions at issue in this writ.

The court notes that petitioner filed a motion to augment on 10/16/2024. The court takes the motion to augment off calendar.

Respondent is ordered to certify the record no later than 11/03/2023 and provide a Bates-stamped hard copy to petitioner and real party-in-interest. Emails between petitioner and respondent will not be included as part of the record. Petitioner may make a motion to augment or delete the record once the administrative record is certified.

Respondent may file a motion to strike all pleadings filed by petitioner after the answer was filed.

Trial Setting Conference is continued to 12/05/2023 at 01:30 PM in Department 85 at Stanley Mosk Courthouse.

The court will set trial at the next hearing date if the record is ready and certified.

Petitioner elects to give notice.

EXHIBIT 001-

(Redacted)

PENDING CASE. FILED CASE 21STSC04819 JOHNSON VS. HI POINT 1522 LLC AND POWER PROPERTY MANAGEMENT GROUP.
FILED 12/20/21

1. I request specific performance and a court order that my unit intercom be repaired within 35 days, and that the owner assign me a tandem or second parking stall within 35 days. I request the court retain jurisdiction until the order is performed. CCP section 116.220 part 2.
2. Rent agreement Section (7) says tenant shall advise “owner immediately of any equipment malfunction”. Section (6) “renter has examined the premises including but not limited to”. Rent agreement section (6) states tenant must give owner “opportunity to repair any claimed housing deficiency”. CC section 1941.1.
3. In the rent agreement, it says housing services are like repairs and parking are “including but not limited to”. The rent agreement does not say I am supposed to be denied repairs. Statute of limitations is three years. (Four for breach.)
4. Damages are the capital improvement fees that I paid for 3 years for the intercom repair and parking lot gate. Damages in exhibits are intercom part, alarm system, heart monitor, non-deliveries, parking ticket.
5. The rent agreement states there are two parking spaces available, parking space #1 and parking space #2. By landlord “notice in change of tenancy” signed by tenant Nov 2021, the owner has indicated that tenant 9 is entitled to a second or tandem parking stall.
6. Power employees I have contacted are Brent Parsons, Thomas Khammar, Jackie Gallardo, Jeanette Conway, Alva Corodo, Fidel Medina, Joel Murrillo, Javier Guevarra, Liliano Morales, Edi Hernandez, Justice Walker. The owner of the property is Hi Point 1522 LLC managed by Hi Point 1522 Managers LLC.
7. A landlord may not demand rent if repairs are pending. CCC section 1942.4. 20. Civil code section 3479 establishes liability of the new owner. Also see CCP section 527.6 (b)(3). (Harassment defined.)
8. Los Angeles municipal code section Article 5.3, section 45.30, et al. prohibits harassment. Plaintiff is entitled to penalties up to \$5,000 for damages caused by the defendants. The actions of defendants are malicious, oppressive, and fraudulent, entitling me to damages of \$4,000 per act. CCC 1942.4(b)(1).
9. The defendants have violated CCC section 1940.2 and interfered with my quiet enjoyment of the premises. I am entitled to \$2,000 for each violation due to denial of repairs and parking.
10. Due to the non-working intercom, a portion of my unit is not usable. I demand 10% of the rent as damages which would be about \$150/month/36 months.
11. Defendants are responsible for their own negligence. CCC section 1714. Civil code section 1431.2 (non-economic damages). California law recognizes joint and several liability.

Hi Point 1522, LLC.

520 Pacific Unit 5
Santa Monica, CA 90405

August 13, 2021

Los Angeles Housing Community and Investment Department
1200 W. 7th Street, 8th Floor
Los Angeles, CA 90017

Management Company Representative Authorization Policy

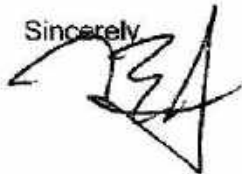
I, Hi Point 1522, LLC., the undersigned, hereby authorize Thomas Khammar DBA Power Property Management, Inc., to receive all billing information, compliance notification, and act on my behalf in all manners. Any and all acts carried out by Power Property Management on my behalf shall have the same effect as acts of my own.

Subject Property: 1522 Hi Point Street Los Angeles, CA 90035
APN Number: 5068-018-035

Authorized Agent: Thomas Khammar and Power Property Management, Inc.
P.O. Box 472 Culver City, CA 90232
(310)593-3955

This letter of authorization shall remain valid until a new authorization letter is received.

Sincerely



Hi Point 1522, LLC, Landlord

CorruptionCorruptionCorruption. Why It Thrives in Los Angeles Government. How Mayor Karen Bass' Government Denies Housing Services to Blacks and Squashes Efforts to Curb Government Corruption. The City Attorney's Office under Heidi Feldstein Soto and Novian and Novian's Michael Gerst said in a court hearing October 24, 2023 that the Public should not be allowed to see these documents herein. When presented with the English comprehension of the herein "Motion to Augment the Record", the city attorney's office called the motion "unintelligible" (Hearing October 24, 2023). "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 phrase local government "corruption" is mentioned seventeen times. The word "corruption" is found on three pages. PETITIONER GEARY J. JOHNSON'S NOTICE OF MOTION AND MOTION TO AUGMENT THE ADMINISTRATIVE RECORD FOR THE PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). Filed Case 23STCP00644 Los Angeles Superior Court. The word "corrupt" or "corruption" is found on over 17 pages. Petition for Writ of Mandate by Geary J. Johnson. Filed 02/28/2023. Court case 23STCP00644. The word "corrupt" is found on over 10 pages. Email 05/15/2022 at 5:53 pm. Sent to city RSO case CE273371 as an Exhibit. "The Answer (of the City) proves eight years of tortious interference and lack of diligence by city employees that intentionally causes denial of intercom repair and denial of tandem parking because Petitioner is awho is a male, over the age of 45 with a disability." Page 15. Filed PETITIONER GEARY J. JOHNSON'S AMENDED REPLY TO RESPONDENT'S SUPPLEMENTAL ANSWER TO PETITIONER'S SUPPLEMENTAL PETITION FOR WRIT OF MANDATE (CCP § 1085) (CCP 1084-1097). The city attorney's office under Heidi Feldstein Soto and Novian and Novian LLP have said they will request the court to strike from the court record any mention of government corruption.

Email October 28, 2023. Ongoing Harm and Continuing Obligations. CRD Case 202305-20745222

Email Oct 30, 2023. Tandem Parking- Parts for Akuvox and Still Not Supplied - Ongoing harm Ongoing Damages Continuing obligations- CRD Case 202305-20745222

Email October 31, 2023. Preliminary review of your AR

Email November 1, 2023. More documents for the Court AR

Notice filed TSC 11/2/2023 (with court minute order)

Email November 6, 2023. Please restore the intercom in my unit and the tandem parking stall today without further delay. CRD case 202305-20745222

Redacted CASE 21STSC04819 JOHNSON VS. HI POINT 1522 LLC AND POWER
PROPERTY MANAGEMENT GROUP. FILED 12/20/21

8/13/21. Management Company Representative Authorization Policy (from Meghan Hayner)

“When government is no longer willing to serve the People, let the People take to the streets for a redress of their grievances.” Anon.

In 2020, the number of email users reached the 4 billion mark, which means that over 50% of the world's population was using email. The latest reported number in 2022 is close to 4.26 billion. Government agencies DO use email to contact people. (Source: Google)

City Council Public Postings Show Fraud and Corruption

<https://wp.me/P57D2C-1y0>

Code enforcement complaints to LAHCID and LADBS Los Angeles

<https://wp.me/P6ztbL-i>

Owner of Record

Hi Point 1522 LLC

520 Pacific Street #5

Santa Monica, CA 90405

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Phone 818-219-1587

(owner of 1522 Hi Point St.

Los Angeles 90035)

Reference: Skylight Residential