

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

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. 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; meghan@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.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

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; 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; 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

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

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

See attached Exhibit number 001 Minute Order of the Curt dated October 24, 2023.

Date: November 2, 2023

RESPECTFULLY

By: 
GEARY J. JOHNSON Petitioner, In Pro Per

GEARY J. JOHNSON

¹ 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)

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 November 2, 2023 I served the within

7
8 PETITIONER GEARY J. JOHNSON'S NOTICE OF CONTINUED TRIAL SETTING
9 CONFERENCE (CCP § 1085) (CCP 1084-1097)

10
11 (CASE NUMBER 23STCP00644)

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

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

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

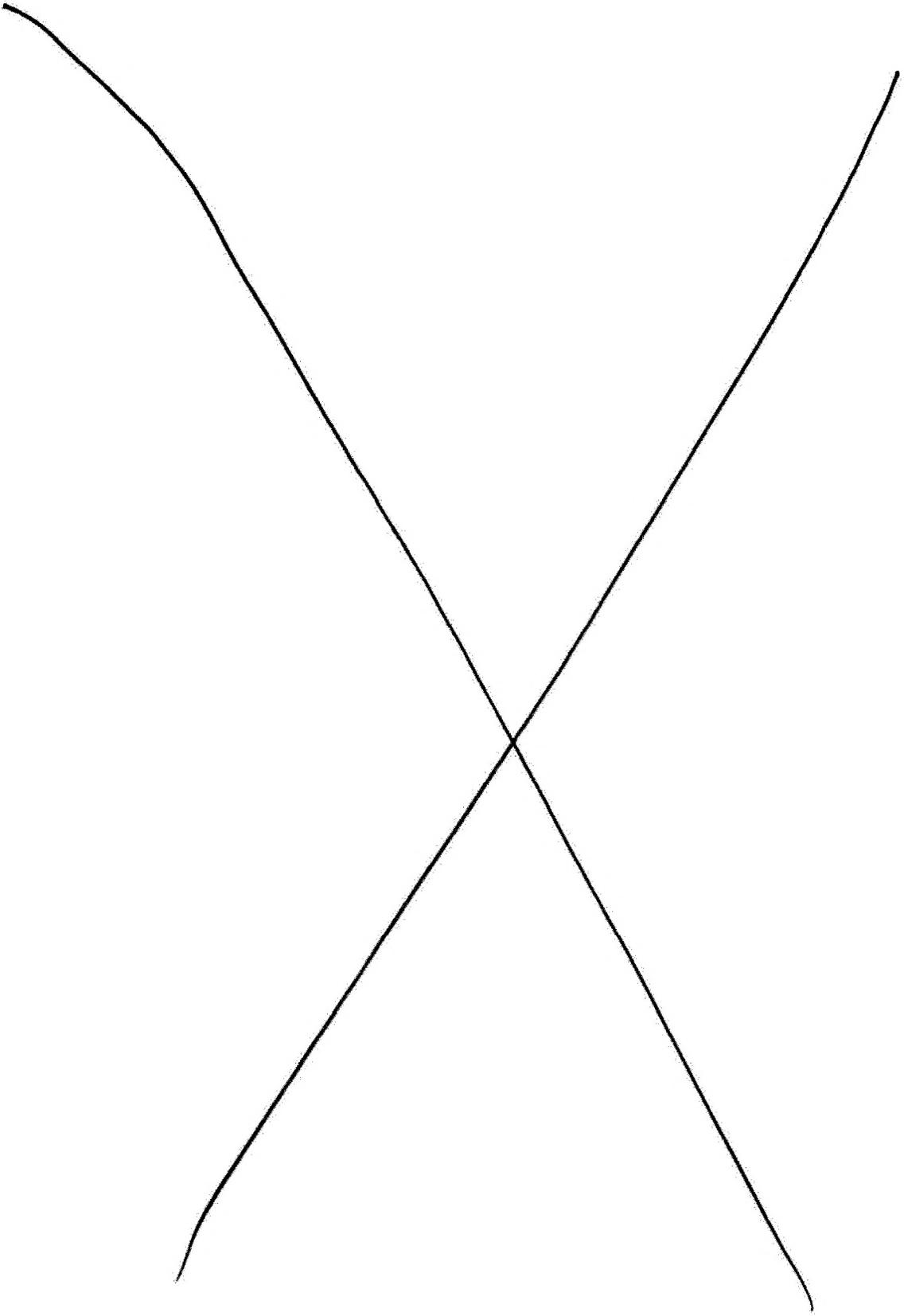
23 I declare under penalty of perjury under the laws of THE STATE OF
24 CALIFORNIA that the foregoing is true and correct.

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

26 

27 ERIC BECKWITH

GEARY J. JOHNSON



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-

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

From: G Johnson (tainmount@sbcglobal.net)

To: gerst@novianlaw.com

Cc: 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; 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; susan.davenport@calcivilrights.ca.gov; contact.center@calcivilrights.ca.gov

Date: Monday, November 6, 2023 at 10:41 PM PST

CRD Case 202305-20745222

HUD number:

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

**Ongoing harm
Continuing obligations
Continuing damages
Continuing violations**

Dear Parties

Hydee Feldstein Soto

Denise C. Mills

John W. Heath

Mei-Mei Cheng

Deborah Breithaupt

Hi Point 1522 LLC

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

"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." HUD

"Any person or entity engaging in prohibited conduct - i.e., refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling - may be held liable ..." HUD

"When a housing provider refuses a requested accommodation because it is not reasonable, the provider should discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related needs without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden. If an alternative accommodation would effectively meet the requester's disability-related needs and is reasonable, the provider must grant it. An interactive process in which the housing provider and the requester discuss the requester's disability-related need for the requested accommodation and possible alternative accommodations is helpful to all concerned because it often results in an effective accommodation for the requester that does not pose an undue financial and administrative burden for the provider." HUD

"A failure to reach an agreement on an accommodation request is in effect a decision by the provider not to grant the requested accommodation. If the individual who was denied an accommodation files a Fair Housing Act complaint to challenge that decision, then the agency or court receiving the complaint will review the evidence in light of applicable law and decide if the housing provider violated that law." HUD

Based on the Oct 4, 2023 letter from Michael Gerst and my responses including my October 30, 2023 at 10:54 am email response:

1. The Respondents have refused to make a reasonable accommodation requested repair or replace the intercom in unit 9 and assign the tenant a tandem parking stall.
2. The housing services requested by myself are housing services I am entitled to under the rent agreement and the conduct of the parties: maintenance and parking are included in the rental agreement. Maintenance covers the intercom system parts and labor and maintenance covers the parking lot and all stalls.
3. The requestor myself as regards the intercom system and/or the Akuvox system --- Akuvox being an alleged alternative accommodation --- has requested the reasonable accommodation smartphone and internet to use the Akuvox system; the Respondents have refused an interactive process to discuss the owner supplying the parts to use the Akuvox system (smartphone and internet) and has also refused to discuss the repair to the intercom in the tenant 9 unit. See the Oct 4 letter from Gerst and my email responses. The intercom in unit 9 is unusable; the Akuvox intercom system is not available to tenant 9 because the owner has not entered into a discussion as to providing the smartphone and internet to use the Akuvox. The owner has refused to enter into an interactive discussion on if tenant can use the Akuvox system intercom without the smartphone and internet.

4. As regards the tandem parking, Gerst said that the tenant 9 (myself) is first come first served. But nonetheless, Gerst has not provided the tandem parking stall to unit 9. As regards the tandem parking, Gerst says none are available and tenant says the opposite, that there are vacant stalls available. **If unit 9 tenants are indeed first come first served, then please provide the assigned tandem parking stall without further delay.**
5. The provider has refused to grant the reasonable accommodation since there is no agreement on the accommodations requested. The Gerst letter and my email responses October 26, Oct 23, and Oct 30, prove there is no agreement on the accommodations/modifications requested.
6. The Gerst letter indicates that tenants unit 9 are entitled to a working intercom in the unit and tandem parking stall.
7. The Gerst letter does not indicate a date as to when the housing services requested will be provided, considering the email responses from me.
8. As I have said previously, the Gerst letter is not acceptable as a resolution, nor do I agree with the Gerst position.
9. Gerst claims tenant 9 was previously told there were three tandem stalls available but his statement is vague and lacking in specificity. I request the City of Los Angeles and Housing Department order Gerst to provide verifiable proof of the communications he alleges.

Below are housing services advertised at this 18 unit building. Including the secured tandem parking stalls and intercom services, these are additional housing services that are being denied to me, a Black male entitled to full and equal housing services. The Walter Barratt owned company "JustBring Your Toothbrush" operates claimed illegal home sharing where services and privileges are granted to hotel like occupants but denied to the Petitioner. Such services denied to me include Mini split duct air conditioning and heating, DACK app and entry code for smartlock, Owner provided Wi-Fi and high speed Spectrum Internet, InHouse washer and dryer, Maid service, Enhance your stay add-ons, Desk with chair and lamp, Guest parking, A full maintenance team, who can deal with most repairs with ni 24 hour., A fully loaded kitchen, Bedding and towels, Air purifier, a shower water filter, anti-allergic mattress encasement & 'disposable slippers with your wellness in mind."

I am denied the full and equal housing services provided by "Just Bring Your Toothbrush" a contractor of the owner.

No resolution has been reached on the financial damages I have suffered due to deprivation of housing services.

No agreement has been reached as to my request for reasonable accommodation /modifications.

All rights reserved.

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

(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

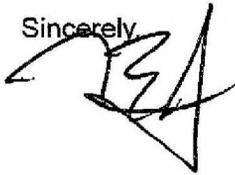
I, Hi Point 1522, LLC., the undersigned, hereby authorize Thomas Khammar DBA Power Property Management, Inc., to receive all billing information, compliance notification, and act on my behalf in all manners. Any and all acts carried out by Power Property Management on my behalf shall have the same effect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

Email : meghan@boldpartners.com

Phone 818-219-1587

(owner of 1522 Hi Point St.

Los Angeles 90035)

Reference: Skylight Residential