

Communication from Public

Name: Geary J Johnson
Date Submitted: 01/21/2026 11:27 AM
Council File No: 25-1200-S61
Comments for Public Posting: 25-1200-S61. ARTS, PARKS, LIBRARIES, AND COMMUNITY ENRICHMENT COMMITTEE REPORT relative to the appointment withdrawal of Rolando Chavez to the Board of Animal Services Commissioners. This is supported because: 2019-5-28 Suit against Walter Filed Complaint w-Summons 01.pdf 2024-6-20 Letter Change Terms parking w money order PPM.pdf 2025-1-1 Rent Check.pdf 2025-12-6 Email city and owner intercom link video.pdf 2025-12-18 Declare PPM Ben re 3297.pdf 2025-12-23 Letter to Presiding Judge.pdf 2026 PDF CD 10 staff.pdf 2026-1-6 Email Questions to city employee Steven Harrison.pdf 2026-1-12 Tenant Flyer News.pdf 2026-1-12 Email city and owner with Fax.pdf 2026-1-12 Fax sent to Power Property.pdf 2026-1-21 Email City on Court Update.pdf Fair Housing Explained 206 area code.pdf Call to Code Enforcement 1/10/26. Can any of these 35 city employees get a Black tenant a working intercom and tandem parking stall? Failure of the local government machine and misuse of federal tax dollars. The property owner and city government have engaged in violation of my cell phone privacy rights. Pattern and practice racism of Los Angeles City govt employees.



Davey GJuanvaldez <hairylegs27@gmail.com>

The Unofficial Transcript Johnson v Hi Point 1522 LLC

2 messages

G Johnson <tainmount@sbcglobal.net>

Tue, Jan 20, 2026 at 11:20 PM

Reply-To: G Johnson <tainmount@sbcglobal.net>

To: "councilmember.hernandez@lacity.org" <councilmember.hernandez@lacity.org>, Councilmember Nazarian <councilmember.nazarian@lacity.org>, "councilmember.bonin@lacity.org" <councilmember.blumenfield@lacity.org>, TeamCD4 <contactcd4@lacity.org>, "councilmember.yaroslavsky@lacity.org" <councilmember.yaroslavsky@lacity.org>, "councilmember.padilla@lacity.org" <councilmember.padilla@lacity.org>, Councilmember Rodriguez <councilmember.rodriguez@lacity.org>, Councilmember Harris-Dawson <councilmember.harris-dawson@lacity.org>, "councilmember.price@lacity.org" <councilmember.price@lacity.org>, "cd10@lacity.org" <cd10@lacity.org>, "councilmember.park@lacity.org" <councilmember.park@lacity.org>, "Councilmember John S. Lee" <councilmember.lee@lacity.org>, Councilmember Soto-Martinez <councilmember.soto-martinez@lacity.org>, Councilmember Jurado <councilmember.jurado@lacity.org>, HCIDLA REAP <hcidla.reap@lacity.org>, "controller.mejia@lacity.org" <controller.mejia@lacity.org>, "dod.contact@lacity.org" <dod.contact@lacity.org>, "aoa.crsa@aoausa.com" <aoa.crsa@aoausa.com>, "aram.avedisian@lacity.org" <aram.avedisian@lacity.org>, "ERIC.BANE@LACITY.ORG" <eric.bane@lacity.org>, "doran.bobadilla@lacity.org" <doran.bobadilla@lacity.org>, "laura.zimmerman@lacity.org" <laura.zimmerman@lacity.org>, Grant Woods <grant.woods@lacity.org>, "jason.wilson@lacity.org" <jason.wilson@lacity.org>, "jeffrey.bull@lacity.org" <jeffrey.bull@lacity.org>, "kevin.brown@lacity.org" <kevin.brown@lacity.org>, Gavin Newsom <gavin@gavinnewsom.com>, "steven.harrison@lacity.org" <steven.harrison@lacity.org>

To whom it may concern:

My cell phone is protected by privacy laws.

I think housing discrimination is such an important matter that I am sending you one of the hearing transcripts for a court case that involves a non-working intercom and denial of tandem parking.

I make the following observations of the court proceeding:

1. The court made an oral order (not in writing by the clerk summary) that the defendant Hi Point 1522 LLC should prepare a letter of denial and send it to me certified mail and file it as an exhibit. This happened at the first court hearing. At the second of the three court hearings, I told the Court I did not get the letter from the defendant. The Commissioner said that she never told the defendant to send me a certified letter. At the Jan 6 hearing, see page 2, at 6:41 and Def. says per the Court request. On page 6, at 15:55, the Commissioner admits that "directed by the Court." IMO, this is bias of the Judge to tell the Def. what court documents to file. The transcript show that I was not properly served with the documents. This is because normal court procedure is a motion is filed, then the other side can "oppose" it, then the original author can file a "Reply". Somehow the commissioner was not aware of such court procedure, and deviated from it. Also, the document from the Defendant was sent from an address unknown to me. Proper court procedure is that the Court and parties be made aware of the names and contact information for all parties in the case. The mailing addressed used by the Def was not listed on file with the Court or known to me. Bias of the Court to allow this.

2. My roommate is not a party to the action. But the Def insisted in dragging him in. So they claim that my roommate was using the intercom system. If he is that is his business and has no reflection on my complaint and the mention of him showed bias and prejudice on the part of the Court and Def. If you look at the Def. exhibit, it shows that my roommate used the "door entry" code to enter the building. The intercom system, a separate function, does not show that my roommate used it. The door entry and intercom are two different functions.

3. The lodged exhibits with the Court show that the Court and Def were made aware of the legal duty to provide for each unit an interface/indoor monitor for each unit. As city employee Steven Harrison is aware, the intercom cannot work without the indoor monitor. Whether the Court understands this or not is an example of bias of the Court.

4. The owner and city employees have suggested I use my personal cell phone to operate the Akuvox intercom system function. The rent agreement does not require me to do so, as I told city employee Steven Harrison as well as the owner. Further, my cell phone is protected by privacy laws and any attempt to commander it is intent to engage in criminal fraud.

5. TANDEM PARKING. The landlord is unlawfully due to racial bias and retaliation, preventing me from being assigned to a tandem parking stall. One minute the stall is included in the rent (as seen online ads and due to the fact there are 18 units but only 13 single parking stalls), another minute the tandem stall is \$50 per month (as of 2022) and now the tandem stall is \$150. No one that I know of in the building is paying \$150 per month for parking. Finally my rent agreement entitles me to parking for two cars (Parking 1 and 2) but it does not give the owner any authority to charge any fee for parking, whether \$50 or \$150, and such would be a violation of the rent agreement.

6. It is unfortunate in the least that the code enforcement inspectors refuse to enforce the Building Code on the intercom or two way communications interface. Where is the interface that is required to be in each unit? **This should probably become a class action on behalf of all tenants, city wide.**

Owner Hi Point 1522 shows hatred of Blacks who complain about housing services.

Staff Council District 10 Heather Hutt, Kimani Black, Andrew Westall, Emily Adsit, Alex Morales, Hakeem Parke-Davis, Gregory Earnest, Devyn Bakewell, Roger Gonzalez, Steele Bloodworth, Jeff Camp, Mayra Guevara, Diane Cho, Alan Antonio, Danielle Mero, Alisa Rivera, Jonathan Mitchell, Kris Simms, Frank Oliver, Robert Pullen-Miles, Roger Estrada, Terrence Gomes, Carl Young, Kimberly Valentine, Jenelle Henderson, Margarita Younkins, Jocelyn Padilla, Emani Byrd, Ricardo Carlos.

That is why I continue to complain.

All rights reserved.

Geary Juan Johnson

Phone 323-807-3099

Ref. [Revealed Inside District 10 staff Heather Hutt Los Angeles Abuse of Federal Funds](#)

[Revealed Inside District 10 staff Heather Hutt Los Angeles Abuse of Federal Funds](#)

**Revealed Inside District 10 staff Heather Hutt
Los Angeles Abuse of Fede...**

2026 PDF CD 10 staffDownload How hard is it to get a working intercom in Los Angeles? Remember the old offensive...

Ref. Bekeris lawsuit

2 attachments

 **2026-1-6 Trans For Public SC 3297 with No Commentary.pdf**
77K

 **2019-5-28 Suit against Walter Filed Complaint w-Summons 01.pdf**
3742K

G Johnson <tainmount@sbcglobal.net>

Wed, Jan 21, 2026 at 9:41 AM

Reply-To: G Johnson <tainmount@sbcglobal.net>
To: "councilmember.hernandez@lacity.org" <councilmember.hernandez@lacity.org>, Councilmember Nazarian <councilmember.nazarian@lacity.org>, "councilmember.bonin@lacity.org" <councilmember.blumenfield@lacity.org>, TeamCD4 <contactcd4@lacity.org>, "councilmember.yaroslavsky@lacity.org" <councilmember.yaroslavsky@lacity.org>, "councilmember.padilla@lacity.org" <councilmember.padilla@lacity.org>, Councilmember Rodriguez <councilmember.rodriguez@lacity.org>, Councilmember Harris-Dawson <councilmember.harris-dawson@lacity.org>, "councilmember.price@lacity.org" <councilmember.price@lacity.org>, "cd10@lacity.org" <cd10@lacity.org>, "councilmember.park@lacity.org" <councilmember.park@lacity.org>, "Councilmember John S. Lee" <councilmember.lee@lacity.org>, Councilmember Soto-Martinez <councilmember.soto-martinez@lacity.org>, Councilmember Jurado <councilmember.jurado@lacity.org>, HCIDLA REAP <hcidla.reap@lacity.org>, "controller.mejia@lacity.org" <controller.mejia@lacity.org>, "dod.contact@lacity.org" <dod.contact@lacity.org>, "aoa.crsa@aoausa.com" <aoa.crsa@aoausa.com>, "aram.avedisian@lacity.org" <aram.avedisian@lacity.org>, "ERIC.BANE@LACITY.ORG" <eric.bane@lacity.org>, "doran.bobadilla@lacity.org" <doran.bobadilla@lacity.org>, "laura.zimmerman@lacity.org" <laura.zimmerman@lacity.org>, Grant Woods <grant.woods@lacity.org>, "jason.wilson@lacity.org" <jason.wilson@lacity.org>, "jeffrey.bull@lacity.org" <jeffrey.bull@lacity.org>, "kevin.brown@lacity.org" <kevin.brown@lacity.org>, Gavin Newsom <gavin@gavinnewsom.com>, "steven.harrison@lacity.org" <steven.harrison@lacity.org>, LAHD new <lahd.rso.central@lacity.org>, RSO Housing Contact <hcidla.rso.central@lacity.org>

To whom it may concern:

TANDEM PARKING AT 1522 HI POINT STREET

1. Yes, the city has jurisdiction over tandem parking stalls.
2. Yes, this is a two car household, my roommate and myself both have cars since the inception of the tenancy.
3. The property owner can reassign parking stalls.
4. Currently whatever tenants park in stalls 17 and 18 only have one car but the stalls are tandem stalls.
5. The rent agreement mine does not specify if stall 8 is single or tandem parking.
6. The rent agreement says Parking space 2 which means parking for two cars. That is also how one court interpreted it.
7. Postal records show that the certified letter that the owner claims was mailed, was never delivered to me.
8. New code violation and RSO complaints have been filed with the City.

Thank you and have a nice day.

All rights reserved.

Geary Juan Johnson

Phone 323-807-3099

[Quoted text hidden]

2 attachments

 **2026-1-6 Trans For Public SC 3297 with No Commentary.pdf**
77K

 **2019-5-28 Suit against Walter Filed Complaint w-Summons 01.pdf**
3742K

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: **Fox Hills Drive Apts, LLC**, a
(AVISO AL DEMANDADO): **California limited liability company**
and DOES 1 thru 25.

YOU ARE BEING SUED BY PLAINTIFF: **John Brown Nelson, an individual**
(LO ESTÁ DEMANDANDO EL DEMANDANTE): **individual**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California

MAY 28 2019

Sheri H. Carter, Executive Officer/Clerk
By: Cristina Grijave, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lee la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la Biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: **Los Angeles County Superior Court**
(El nombre y dirección de la corte es): **111 N. Hill Street
Los Angeles, CA. 90012-3117**

CASE NUMBER
(Número de caso)

18STCV18302

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

**Attorney - RAYMONDO John Bakeris (Bar # TDD)
2343 Fox Hills Dr. # 202 LA CA. 90067**

Tel. 310 271-6101

DATE: **MAY 28 2019** Clerk, by: **CRISTINA GRIJALVA**, Deputy
(Fecha) **SHERI H. CARTER** (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (Form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):

Fox Hills Drive Apts. LLC

- on behalf of (specify):

under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):

4. by personal delivery on (date):

Raymond John Bekeris, California State Bar No.: TBD
2343 Fox Hills Drive, #302
Los Angeles, CA. 90064
Tel. (310) 271-0101
Fax: (310) 861-6562
Email: Bekeris1@msn.com

Attorneys for Plaintiff John Bruce Nelson

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Superior Court of California

MAY 28 2019

Shawn H. Walker, Executive Officer/Stark
By: Cristina Grileva, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

19STCV18302

JOHN BRUCE NELSON, individually,

) Case No.

Plaintiff,

{ VERIFIED COMPLAINT

vs.

) Damages are in excess of \$25,000

FOX HILLS DRIVE APT. LLC, a California Limited Liability Company; and **DOES 1 Thru 25**.

1. *Journal of the American Statistical Association*, 1955, 50, 311-315.

Defendants

1. Breach of Contract

- 1. Breach of Contract
- 2. Abuse of Process
- 3. False Imprisonment
- 4. Violation of Penal Code 134
- 5. Intentional Infliction of Emotional Stress
- 6. Breach of Duty - Fiduciary
- 7. Violations of Civil Code 1940.2
- 8. Declaratory Relief

1) Request for trial by Jury.

1 Plaintiff JOHN BRUCE NELSON complains and alleges as follows:

2 **THE PARTIES**

3 1. Plaintiff JOHN BRUCE NELSON (herein referred to as "Nelson" or "Plaintiff")
4 was at all times, relevant to the issues involved in this matter, residing in an apartment in Los
5 Angeles County, State of California. Nelson shares that apartment with one other co-tenant, and
6 that co-tenant has, for valuable consideration, assigned to Nelson, to the legal extent possible, all
7 of that co-tenant's legal rights, against Defendant Fox Hills Drive Apt. LLP, to recover any and
8 all damages with respect to any or all co-tenant's possessory rights, contractual rights, and/or
9 monetary rights, and/or any other legal right related to the co-tenancy they share.

10 2. Plaintiff is informed and believes that at all times relevant herein, Defendant FOX
11 HILLS DRIVE APTS. LLP (herein referred to as the "Defendant" or "Fox") was doing business
12 as a Limited Liability Company in the State of California, County of Los Angeles. Defendant
13 also owns the apartment building located in Los Angeles County, from which the allegations of
14 this complaint evolve, and is the apartment building in which Plaintiff resides in one of the 8-
15 apartments therein.

16 3. Plaintiff is informed and alleges that at all times relevant herein, Defendant hired
17 various apartment managing companies, each of whom, shown from most recent to oldest, (1)
18 *Power Property Management Inc*, (2) *Williams Real Estate Advisors, Inc.*, and (3) *LB Property*
19 *Management Inc*, were registered as state licensed by the Dept. of Real Estate, and doing
20 business in the State of California, County of Los Angeles, while they acted as landlords and
21 managed the same apartment building owned by Defendant (mentioned above).

22 4. Plaintiff is informed and alleges that at all times relevant herein, all DOES were
23 residing in the State of California, County of Los Angeles.

24 5. The true names and capacities, whether individual, corporate, associate,
25 partnership, or otherwise of the other defendants sued herein as Does 1 thru 25 are unknown to
26 Plaintiff who therefore sue such defendants by such fictitious names. When the true names and
27 capacities of said defendants are ascertained, Plaintiff will seek leave to amend this complaint

1 accordingly. Plaintiff is informed and believes and thereon alleges that one or more or all of the
2 fictitiously named defendants are in some manner liable to Plaintiff, responsible for the actions
3 of the Defendant, and/or have or claim some interest that is the subject of this complaint which,
4 Plaintiff is informed and believes, are junior to the claims Plaintiff has alleged herein.

5 6. Plaintiff is informed and believes and thereon allege that at all times relevant
6 herein, Doe defendants, as well as the named Defendant and property managers discussed above,
7 were the agents, co-conspirators, alter egos, and/or employees of their co-defendants, and in
8 doing the things alleged in this complaint, were acting within the course and scope of that
9 conspiracy, agency and/or employment, with the knowledge and consent or ratification of each
10 of the other defendants. Plaintiff is informed and believes that the named defendants and the
11 three property managers named above in paragraph three, as well as all Doe defendants, are in
12 legal privity with each other. Plaintiff will seek leave to amend this complaint accordingly
13 where necessary to further justice.

14 7. Plaintiff is informed and believes and thereon alleges that at all times relevant
15 herein, all allegations involved in this complaint took place (in part or in whole) in the County of
16 Los Angeles within the State of California.

17 **FACTS and ALLEGATIONS**

18 8. This matter arises under a written contract between (1) a new owner of an 8-unit
19 apartment building (herein called the "Property") and (2) an 87-year old tenant, Plaintiff John
20 Bruce Nelson (herein referred to as "Plaintiff" or "Nelson") who was a resident at the time the
21 new owner bought the Property.

22 9. Plaintiff Nelson herein alleges that he has been damaged by the new owner who
23 has substantially and wrongfully interfered with the rights he has in a leasehold.

24 10. The motivation of the new owner, Defendant, Fox Hills Drive Apt. LLP (herein
25 referred to as "Defendant" or "Fox"), is that the Property is protected under LA's Rent
26 Stabilization Act ("Stabilization") and Defendant may raise rents if Plaintiff is forced out.

27 11. The Property is located at 2343 Fox Hills Drive, LA CA 90064.

1 12. In 2012 Plaintiff Nelson had entered into a written lease (herein referred to as the
2 "Rental Agreement" or "tenancy") for one of the Property's 8-units.

3 13. At the time this tenancy was made, the Property was owned by the former owner.

4 14. Plaintiff Nelson has now occupied unit 302 on the fourth floor of the Property for
5 about 8-years (his unit, unit # 302, will be referred to herein as the "Unit").

6 15. Plaintiff is one of three tenants named in the Rental Agreement for the Unit.

7 16. The landlord named in that written lease, on behalf of the former owner, is
8 Superlative Management ("Superlative"), whom was licensed by the Dept. of Real Estate.

9 17. Superlative represented the Plaintiff in the transaction and allegedly received a
10 double commission, by representing both the former owner and the Plaintiff in that transaction.

11 18. When Plaintiff Nelson rented the Unit, tenants living in other units, were subject to
12 month to month rental agreements or longer leases. There were no tenants on week to week or
13 day to day, and allegedly all had at least a 1-year lease (importance of which discussed below).

14 19. During the entire time Superlative was acting as the landlord of the Property,
15 Plaintiff and Superlative shared a harmonious relationship with no problems.

16 20. Superlative, then sold the Property to the Defendant Fox in 2014.

17 21. Defendant Fox *"assumed"* Plaintiff's Rental Agreement.

18 22. One of the original 3-tenants named in the Rental Agreement had vacated the Unit
19 just before the Defendant purchased the Property.

20 23. Plaintiff's co-tenant filed a complaint, CA. L.A. County Superior Ct. Case #
21 BC590580 ("BC590580"), which was settled quickly, in its infancy, in January of 2016 (herein
22 "Settlement"). Although some of the same problems do persist in both cases, the previous case
23 exclusively dealt with issues prior to 2016 and this instant case exclusively deals with issues
24 after that time. It would seem that these cases are not related under Title 3 Rules, Rule 3.300,
25 nor do they require duplicated Court resources, although they do concern the same Property.

26 24. In 2016, just after the Settlement, there was a request of the Defendant to add a
27 new third tenant in the Unit to replace the vacating tenant (see paragraph 26 below). More

1 recently, in May of 2019, an email was sent by Plaintiff to the Defendant asking again to confirm
2 what the Defendant's position was on replacing the roommate that had vacated? The Defendant
3 responded by specifically advising:

4
5 **"You are NOT allowed to get a roommate. If you feel otherwise, feel
6 free to talk to an attorney about it. We will NOT communicate with
you regarding this as you know we've made our position clear in the
past and continue to stand behind the lease you have in place."**

7
8 25. In 2016 Defendant Fox had threatened Plaintiff that if a third tenant was to move
9 into the Unit, that Defendant would end Plaintiff's tenancy.

10 26. This significantly and unfairly reduced the value of Plaintiff's tenancy as the extra
11 bedroom could have been rented for up to a third of the rent or to someone who would enhance
12 the complexion of the Unit.

13 27. Following the Settlement in 2016, the Defendant began failing to properly
14 maintain the Property, by not fixing *inter alia* the call-box and the elevator, and the Defendant
15 began to harass, harm, and annoy Plaintiff by outrageously making numerous wrongful threats
16 related to payment of Rent.

17 28. Plaintiff alleges that the primary purpose, behind these various acts, was to force
18 the Plaintiff to forfeit his tenancy, and for no other good reason.

19 29. At the time, Plaintiff Nelson was hopeful that Defendant's wrongful behavior
20 would subside, and he did not want to sue because of the stress involved in a suit.

21 30. The Defendant's wrongful behavior continued, it continues to this day, it continues
22 to grow worse, and it now is unbearable.

23 31. In 2016, the Defendant began re-building the Property and remodeling other
24 apartment units in the building. This construction was loud and lasted for months at a time.
25 Defendant failed to disclose that work would be done, and never disclosed the extent of the
26 work. Based on information and belief, certain 1-BR units were made into 2-BR.

1 32. Defendant then began renting those remodeled units out as bed and bath¹ income
2 properties. Defendant never disclosed that he was making these changes.

3 33. The bed and bath tenants were not like other tenants that had made up the
4 complexion of the Property at the time the Rental Agreement was made. The bed and bath
5 tenants significantly decreased the quiet enjoyment and tranquility that Plaintiff had come to
6 appreciate before the Defendant began making all these changes. With the temporary tenants,
7 there were *inter alia* numerous parking instances in wrong spaces, trash left out, lost keys, roof
8 parties, strange noises, thefts, and more recently rats have infested the Property.

9 34. These bed and bath tenants significantly affected the personal value of Plaintiff's
10 tenancy. Defendant gives these tenants the code to the building, which has never been changed,
11 creating a security problem, and is a material violation of the tenancy.

12 35. In 2016 Defendant employed *LB Property Management Inc* ("LB") to act as
13 landlord. LB's employment was based on Defendant's expressed authority and all actions
14 alleged herein were taken by LB within the scope of its employment with the Defendant.

15 36. LB failed to properly maintain the Property, and LB repeatedly sent incorrect
16 accounting notices after repeatedly being requested to stop. This was intentionally done to
17 harass, harm, and annoy Plaintiff.

18 37. LB was at all relevant times duly licensed by the Dept. of Real Estate.

19 38. These acts by LB caused significant pain, suffering, and stress for the Plaintiff in
20 that the Plaintiff felt forced to respond to each notice or have to pay more, it was a constant
21 distraction, it was frustrating, and annoying, harassing, and unfair to the Plaintiff.

22 39. Then, in 2017, *Williams Real Estate Advisors, Inc.* ("WREA") was employed by
23 the Defendant to act as landlord. Such employment was based on the Defendant's expressed
24 authority and all actions alleged herein were taken within the scope of that employment.

25 40. WREA was at all relevant times duly licensed by the Dept. of Real Estate.

27

¹ Renting by the day, or a few days, with a cleaning fee.
28

1 41. WREA forged a Notice to raise Rent and then served an eviction threat based on
2 that forged notice.

3 42. WREA's acts caused significant pain, suffering, and stress for the Plaintiff by
4 causing Plaintiff to become frustrated, in fear of losing his tenancy, and to experience feelings of
5 helplessness, in that there was a chance the forgery would be hard to prove and a chance Plaintiff
6 would be forced to unfairly pay additional Rent.

7 43. Allegedly, Defendant was looking for a licensed real estate company to act as
8 landlord, who could make severe enough threats to force Plaintiff Nelson to give-up his tenancy.
9 Defendant had just gone through two property managers who weren't successful. Defendant
10 wanted to find one that could succeed. Coming up is a third try.

11 44. On January 1, 2019, Plaintiff paid rent in the usual manner.

12 45. Allegedly, in January of 2019 the Defendant employed a third property manager,
13 *Power Property Management Inc* ("Power"), to manage the Property. Such employment was
14 based on Defendant's expressed authority and all actions taken were within the scope of
15 employment.

16 46. Power is and was at all relevant times duly licensed by the Dept. of Real Estate.

17 47. Power Property mailed a fabricated notice, dated January 16, 2019, to Plaintiff,
18 expressly stating that the Rental Agreement was forfeited. Said notice also wrongfully
19 demanded a payment of money that was not owed. Before Power sent this Notice, they were
20 warned by the previous property manager not do it, they were warned it would cause serious
21 problems, and they were told that the Plaintiff was a good tenant that always paid the full amount
22 due and always paid on time.

23 48. Outrageously, Power mailed the fabricated notice to Plaintiff even after being
24 advised as described in the previous paragraph above.

25 49. This demand was backed by a threat to attack Plaintiff's credit if not paid.

50. Plaintiff personally sent a response to Power, with a check. Plaintiff's response clearly explained how the fabricated notice was wrongful, said response clearly explained no payment was owed, and said response explained that the payment was being made under duress.

51. Power Property cashed the check after receiving Plaintiff's response advisory, full well and knowing that the threat was wrongful and the check was provided under duress.

52. Plaintiff paid said funds under duress.

53. Power's January 16 threat, implicitly required Plaintiff to repeatedly pay the same amount on a monthly basis.

54. Power then collected more funds, paid by Plaintiff under duress, on the first day of the next month, February. Power again deposited the funds by cashing the check, even though they were clearly marked as paid under duress.

55. Allegedly, Power was wrongfully substituting a tactic, in bad faith, to implement a raise of rent, without following the proper process, but instead used a wrongful process to inflict pain and suffering, and to cause stress on the Plaintiff.

56. Power collected four payments in all through repeated threats, which threats were made through vague and unintelligible responses to Plaintiff's questions, implicitly leading Plaintiff to believe if funds were not paid, he could be evicted.

57. Power's wrongful tactic did cause the Plaintiff to experience pain and suffering.

58. Power later admitted that the threat was wrongful, but not until four payments had been collected and not until after extreme stress occurred. To this day Power has not returned those four payments.

59. Plaintiff Nelson is 87-years old, a heart patient, and needs assistance when dealing with stairs.

60. Plaintiff's Rental Agreement requires landlord to "promptly" fix or repair things about the Property.

61. Power was notified of certain significant problems with (1) the elevator, and (2) the Property's call box, as well as other lesser problems with the building.

1 62. Allegedly, Power responded to this notice by shutting down the elevator in order to
2 cause the Plaintiff to experience pain and suffering, and not for any good reason.

3 63. Allegedly, Power did not fix or repair the elevator, and did shut the elevator down
4 for an extended period of time in order to harass, annoy, and harm Plaintiff.

5 64. The shut down of the elevator did cause extreme anxiety, pain, and suffering for
6 the Plaintiff. Plaintiff missed a couple of doctors appointments and was confined to the Unit.

7 65. By shutting the elevator off, the Plaintiff was bound on the fourth floor of the
8 Property without a reasonable means of exiting the building.

9 66. Defendant's wrongful response and failure to fix the elevator has caused the
10 Plaintiff to experience extreme anxiety, it has interfered with Plaintiff's quiet enjoyment of the
11 Property, and it is a blatant breach of the Rental Agreement which expressly calls for the
12 Defendant to promptly fix problems to the Property.

13 67. Additionally, the Property's call box, which allows tenants to let visitors in over
14 the phone from their prospective apartments, has not worked for almost a year. Since 2016, the
15 call box has only worked sporadically.

16 68. When Plaintiff complained that the call box was not working, the Defendant
17 responded, through Power, by saying it was and is working fine, which allegedly was an
18 intentional lie said to inflict stress. To this day, Defendant refuses to admit the call box does not
19 work.

20 69. The Defendant's wrongful response and failure to fix the call box has caused the
21 Plaintiff to experience extreme anxiety because the directions on the front of the building instruct
22 visitors on how to reach tenants. Basically, Plaintiff's visitors are deterred or stopped by this
23 misleading, non-working, call-box. It has interfered with Plaintiff's quiet enjoyment, and it is a
24 blatant breach of the Rental Agreement which expressly calls for the Defendant to promptly fix
25 problems with the Property.

1 70. The building has also become infested with rats. Plaintiff is informed and believes
2 and thereon alleges that these rats come as a failure by Defendant to regularly have the trash
3 emptied, which overflows from time to time.

4 71. Plaintiff has fixed everything in the Unit without any request to Defendant, out of
5 fear. The Plaintiff alleges that Defendant refuses to communicate in good faith, so every issue or
6 problem is made impossible to resolve.

7 72. Defendant has refused to mediate, even after at least a dozen demands and
8 requests. These requests started in January of 2019 and continued up to the time this suit was
9 filed, for over 4-months.

10 73. Defendant is obsessed with sending out eviction notices. Eviction notices create
11 and inflict fear.

12 74. Eviction notices are to be used to protect property owners from tenants who do not
13 pay Rent. They should not be used to inflict fear in tenants who pay rent and pay on time.

14 75. Plaintiff has paid all Rent in full and on time.

15 76. Licensed real estate property managers have special skills, they are familiar with
16 how to use and abuse notices. Alleged, the Defendant hired a number of property managers
17 because no single property manager would repeat the wrongful notices and other wrongful acts
18 without good cause, or without having at least a semblance of good faith, because it would be a
19 blatant violation of the duty, of a real estate licensee, to be fair, be honest, and to act in good
20 faith.

21 77. Each of the Defendant Fox's property managers contributed to and committed
22 abuse by *inter alia*, serving eviction notices on the Plaintiff, serving improper notices of amounts
23 owed, harassing Plaintiff by failing to fix and repair matters about the Property, and by failing to
24 communicate in good faith. The sum total of all these acts, by all the property managers, makes
25 Defendant's behavior outrageous, and as a result, the Plaintiff has suffered severe emotional
26 distress. Plaintiff alleges that all the information available to Defendant, by way of any of the
27 property managers mentioned in this complaint, was imputed to all the property managers, and
28

1 therefore the acts of all the property managers were in unison. Thus, the property managers
2 clearly violated fiduciary duties owed to Plaintiff because no one property manager could have,
3 in good faith, committed all the wrongs that were inflicted upon Plaintiff Nelson.

4 78. Although this complaint does not mention all the wrongs committed by the
5 Defendant, other things not mentioned in this complaint are well within the knowledge of the
6 Defendant.

7 79. Plaintiff has made substantial attempts to avoid this suit by making good faith
8 requests to work things out. Defendant has not reasonably responded to any such attempt.

9 80. The Rental Agreement expressly states that failure to give notice or failure to act
10 on any matter shall not be a waiver to enforcement of that right or obligation in the future.

11 **Cause of Action 1 - Breach of Contract against all defendants.**

12 81. Plaintiff incorporates paragraphs 1 thru 80 as though fully supporting this first
13 cause of action.

14 82. Defendant Fox's actions, in the aggregate, form the basis of Plaintiff's claim that
15 money is owed because of all Fox's material breaches of contractual obligations. The breaches,
16 as stated throughout, include, but are not limited to; actions in bad faith, failures to perform, and
17 patently creating a the reduction of the value of the tenancy that had been bargained for, through
18 the development of a bed and bath and through the unreasonable threat to evict if Plaintiff
19 replaced the vacating tenant (these and more restated below);

20 83. Although Defendant is not named in the Rental Agreement, Defendant was
21 assigned the rights thereto by the former owner of the Property, and thereby assumed all rights
22 and obligations under the written contract Rental Agreement;

23 84. Thus, Plaintiff and Defendant Fox had a valid written contract.

24 85. Plaintiff Nelson paid Rent in full and on time, plus did all other things required
25 under the contract;

26 86. The Defendant materially failed *inter alia* to (1) maintain the status quo of the
27 Property in that Defendant, in 2016, began to change its character from a typical apartment

1 building into a bed and bath hotel, which substantially reduced the value of the tenancy, (2)
2 failed to promptly repair material things, for example, the elevator and the call box, (3) failed
3 disclose matters, for example, the Defendant's construction was to develop bed and bath rentals,
4 (4) failed to reasonably allow Plaintiff to replace the tenant that had vacated the Unit even
5 though it had been rented to 3-tenants, this denial substantially and materially reduced the value
6 of the tenancy, (4) failed refund money to Plaintiff that had been taken under duress, (6) failed to
7 mediate. All of these matters reduced the value of the tenancy. None of these conditions were
8 waived or excused:

9 87. The contract prohibited the Defendant from creating a nuisance about the Property,
10 from committing waste by failing to properly maintain the Property, prohibited failure of the
11 Defendant to "promptly" fix the elevator, all of which Defendant was responsible to do and
12 failed to do, and all these were material breaches of the contract by the Defendant. The contract
13 expressly prohibited the Defendant from interfering with the quiet enjoyment of the Plaintiff,
14 which was breached repeatedly by the Defendant over and over, over a 3.5 year span of time;

15 88. The Plaintiff was materially harmed by Defendant's breaches in the loss of the
16 benefit of the bargain, and was thereby substantially damaged monetarily;

17 89. Defendant's multiple breaches were the substantial reason that Plaintiff was
18 harmed and damaged. Said breaches are and were continuous in nature, growing worse and
19 worse over time, and today have become unbearable and require this suit.

20 Cause of Action 2 - Abuse of Process against all defendants.

21 90. Plaintiff fully incorporates paragraphs 1 thru 89, and more specifically; 10, 45, 47
22 thru 55, 57-58, into this Second Cause of Action.

23 91. The Defendant, through Power, served a document entitled, *Three (3) Day Notice*
24 *to Pay Rent or Quit*. Said document contained several statements including but not limited to a
25 clear statement the landlord had forfeited Plaintiff's tenancy, the landlord demanded money
26 under a threat of an attack on Plaintiff's credit, and the landlord demanded that money be paid in
27 a manner that was burdensome of the Plaintiff, to be personally delivered;

1 92. There was no possible good faith reason for Defendant Fox to serve Nelson with a,
2 *Three (3) Day Notice to Pay Rent or Quit*. The Defendant intentionally used this legal process to
3 inflict fear, pain, and suffering on the Plaintiff, and to intentionally try and force Plaintiff to
4 vacate his tenancy by causing stress or creating fear, so that the Defendant could regain
5 possession of the Unit and raise the rent with a new tenant in Plaintiff's place, as Plaintiff was
6 protected under Stabilization. This was a course of conduct, switching property managers to do
7 things that no one property manager would do;

8 93. The Plaintiff was seriously harmed in that he suffered stress, the Defendant
9 continued, outrageously, to force Plaintiff defend against said abuse of process for another 75-
10 days (causing stress over a period of time), by forcing Plaintiff to deliver by hand, numerous
11 documents, so as not to waive rights, and causing Plaintiff, for extended periods, to experience
12 intense emotions and spend a great amount of time;

13 94. The Defendant and Power, knew or must have known, the process was not being
14 used in good faith, because Power was told by a former property manager it was wrong, and the
15 Defendant had actual and imputed knowledge, based on the actions of two previous property
16 managers who had essentially badgered Plaintiff with these same kind of wrongs;

17 95. The Defendant's act of delivering said document of a legal process was the cause
18 of the damage to Plaintiff, the substantial cause, and the primary cause;

19 96. California Civil Code section 3294(c) defines "malice," "oppression" and "fraud".
20 Plaintiff hereby alleges that the Defendant's actions as described herein warrant the imposition
21 of all three types of wrongs under section 3294(c) of the CA. Civil Code, allowing for an award
22 of punitive damages.

23 **Cause of Action 3 - False Imprisonment against all defendants.**

24 97. Plaintiff fully incorporates paragraphs 1 thru 96, and more specifically; 59 thru 66,
25 into this Third Cause of Action.

26 98. The Defendant intentionally deprived Plaintiff freedom of movement by use of
27 physical barriers. Although right after Defendant turned the elevator off, perhaps the Defendant
28

1 was not yet aware of the seriousness of the situation, however Defendant received notice of the
2 magnitude of situation within the next few days, and Defendant Fox did nothing, and
3 intentionally delayed the repairs. Plaintiff experienced stress by being bound, and was
4 physically bound to his fourth-floor apartment by being denied the use of the elevator;

5 99. The confinement compelled Plaintiff to stay somewhere for an appreciable time.
6 The elevator should not have been in the condition it was in but, in any case, the Defendant
7 reasonably could have repaired the elevator in 2-days, the elevator was inoperable for 20-days;

8 100. The Plaintiff did not knowingly or voluntarily consent to said confinement. The
9 confinement was forced on Plaintiff as a way to coerce Plaintiff to forfeit his tenancy;

10 101. The Plaintiff was harmed physically and mentally. Plaintiff goes down on a daily
11 basis to get the paper, which is an important part of the day for him, Plaintiff had that freedom
12 taken away and suffered by not getting his needed exercise, as well as the loss of mental stability
13 that comes with that exercise. The Plaintiff also missed two important appointments with
14 doctors. This experience has harmed Plaintiff and to this day, Plaintiff is still suffering from the
15 incident;

16 102. The Defendant's failure to reasonably repair, maintain, or fix the elevator was a
17 substantial factor in causing the harm. Nominal damages are available and the Plaintiff does not
18 need to know he was falsely imprisoned;

19 103. California Civil Code section 3294(c) defines "malice," "oppression" and "fraud".
20 Plaintiff hereby alleges that the Defendant's actions as described herein warrant the imposition
21 of all three types of wrongs under section 3294(c) of the CA. Civil Code, allowing for an award
22 of punitive damages.

23 **Cause of Action 4 - Penal Code section 134 against all defendants**

24 104. Plaintiff fully incorporates paragraphs 1 thru 103, and more specifically; 39 thru
25 41, into this Fourth Cause of Action.

26 105. The Defendant has caused various documents to be fabricated for the purpose of
27 using those documents in a legal proceeding. Penal Code section 134 makes it a crime to prepare

1 any false evidence with the intent to use it in a legal proceeding, even if, for whatever reason, the
2 false evidence never actually gets presented in Court. On at least one occasion, the Defendant
3 forged and fraudulently used, as a purported notice to raise rent, which was never used to give
4 notice, that was intended to be used for the evidentiary purpose in initiating an eviction process.

5 106. The Plaintiff is of the class of persons this statute is designed to protect, and the
6 harm inflicted on Plaintiff was of the type of harm the statute is designed to protect against.

7 107. On or about the end of October of 2017 Defendant, through WREA, served a
8 notice to raise rent. While serving that notice, WREA had fabricated and forged another notice
9 to raise for a higher amount, which was never served.

10 108. After said rent had been paid, WREA sent out an eviction notice to the Plaintiff
11 based on the forged notice not served, to pay a higher rent.

12 109. This behavior caused serious stress, pain, and suffering by the Defendant because
13 of all the time and effort Defendant had to exert, to try and defend against WREA's fraud.

14 110. California Civil Code section 3294(c) defines "malice," "oppression" and "fraud".
15 Plaintiff hereby alleges that the Defendant Fox's actions as described herein warrant the
16 imposition of all three types of wrongs under section 3294(c) of the CA. Civil Code, allowing for
17 an award of punitive damages.

18 **Cause of Action 5 - Intentional Infliction of Emotional Stress against all defendants**

19 111. Plaintiff fully incorporates paragraphs 1 thru 110, and more specifically; 10, 24,
20 25, 27, 28, 30, 41, 43, 47 thru 49, 55, 59 thru 63, 65, 68, 71, 76, 77 into this Fifth Cause of
21 Action.

22 112. Plaintiff claims that Defendant's outrageous conduct caused severe emotional
23 distress. As stated, Plaintiff is an 87-year-old heart patient and has a handicap.

24 113. The Defendant intended to cause the Plaintiff emotional distress in order to coerce
25 the Plaintiff to forfeit his tenancy or Defendant acted with such blatant reckless disregard for the
26 consequence, so as to have acted with malice, in Defendant's blatant disregard of the probability

1 that Plaintiff would suffer extreme emotional distress, knowing the Plaintiff was present when
2 the conduct occurred.

3 114. The Plaintiff has suffered severe emotional distress as a result of Defendants acts.
4 These acts are overwhelming in nature, continuing now for years. There is not more than a
5 month or two at a time when some intentional wrongful act is inflicted on Plaintiff, by Defendant
6 or Defendant's property managers, designed to cause pain and suffering, and in the aggregate,
7 these acts have become so unbearable, Plaintiff Nelson has had no alternative, but to move or file
8 this action.

9 115. The Defendant's conduct was the substantial factor that caused severe emotional
10 distress to the Plaintiff.

11 116. Defendant remarkably reassembles the "Landlord from Hell", which premiered on
12 American Greed and televised, depicting a landlord who profited off apartment dwellers in New
13 York by doing the same things Defendant is doing, wrongfully forcing tenants out of stabilized
14 leases so as to raise rents or profits.

15 117. California Civil Code section 3294(c) defines "malice," "oppression" and "fraud".
16 Plaintiff hereby alleges that the Defendant Fox's actions as described herein warrant the
17 imposition of all three types of wrongs under section 3294(c) of the CA. Civil Code, allowing for
18 an award of punitive damages.

19 **Cause of Action 6 - Breach of Fiduciary Duty against all defendants.**

20 118. Plaintiff fully incorporates paragraphs 1 thru 117, and more specifically; 3, 6, 17,
21 35 thru 68, 76, 77 into this Sixth Cause of Action.

22 119. The Defendant hired persons licensed by the Dept. of Real Estate. Those persons
23 owe an agency relationship to the Plaintiff. Said license carries special knowledge as well as a
24 code of ethics, and requirements under said code include a duty to disclose, as well as a duty of
25 honesty, fairness, and a duty to act in good faith.

26 120. The Defendant, as assignee of the contract between Superlative and Plaintiff,
27 assumed the duties and obligations under said contract.

1 121. Therefore, each of the property managers hired by the Defendant assumed the
2 same duties and obligations of Superlative, with respect to the Plaintiff. However, even if there
3 was no transfer of duties, licensees of the Dept. of Real Estate or bound by the Code of Ethics to
4 be honest, fair, and act in good faith.

5 122. The agents of Defendant's assignor represented Plaintiff in the Rental Agreement.

6 123. Through assignment of the contract, Defendant's licensed property managers
7 became vicariously, jointly and severally, obligated and bound to a very high fiduciary
8 relationship with Plaintiff. Or, in any case, Defendant's licensed agents owed the duty of
9 fairness, honesty, and good faith under any circumstances, as licensees.

10 124. The Defendant's licensed property managers must act under a duty to Plaintiff, in
11 that Plaintiff was owed said duties, either with the highest degree of shared loyalty or with at
12 least the duty of honesty, fairness and good faith with respect to Plaintiff's tenancy. Those duties
13 involved collecting rent and making repairs, disclosures, and all natural things involved in the
14 process of a landlord-tenant relationship, including notices or adhering to the Rental Agreement.

15 125. The Defendant's licensed property managers failed to act as a reasonably careful
16 licensee or as any other licensee would have acted under the same or similar circumstances.

17 126. The Plaintiff was harmed by the actions taken by Defendant's property managers
18 by placing trust in them which was blatantly taken advantage of. Defendant's three independent
19 agents breached duties, as property managers, in that Plaintiff was wrongfully served, lied to,
20 misled, cheated, abused, and physically harmed in a way that was outrageous in unfair.

21 127. Defendant's actions are the substantial cause of the harm that the Plaintiff suffered
22 or Defendant is vicariously liable for the harm caused by Defendant's licensed property
23 managers.

24 128. California Civil Code section 3294(c) defines "malice," "oppression" and "fraud".
25 Plaintiff hereby alleges that the Defendant Fox's actions as described herein warrant the
26 imposition of all three types of wrongs under section 3294(c) of the CA. Civil Code, allowing for
27 an award of punitive damages.

1 **Cause of Action 7 - Violations of 1940.2 of the Civil Code against all defendants.**

2 129. Plaintiff fully incorporates paragraphs 1 thru 128 but more specifically; 47-58 into
3 this Seventh Cause of Action.

4 130. The Civil Code section 1940.2 allows recovery of up to \$2,000 per incident where
5 extortion type tactics are implemented in violation of section 518 or the Penal Code, which
6 means to obtain money, with consent, by force or threat.

7 131. Defendant hired a number of property managers. Each property manager
8 performed another act that basically extended from the initial acts of earlier property managers,
9 making subsequent actions, such as making false demands for money, to be untenable. Even if
10 the property managers claim to have independently acted in good faith, which is untrue, the
11 knowledge of the Defendant is imputed to each property manager, and therefore after the first
12 purported mistake, subsequent mistakes would not be reasonable. This is true especially due to
13 Power being the third of three property managers who were committing the same wrongs.

14 132. Alleged, Power obtained money through extortion from Defendant on four
15 occasions.

16 133. (First Time) In or around January 16, 2019, by the threat of eviction and the threat
17 of damaging Plaintiff's credit.

18 134. (Second Time) On February 1, 2019, by intentionally failing to correct the
19 situation by remaining silent and making vague assertions, fear was being asserted through
20 silence. Then accepting payment, and failing to return the money, which constituted a separate
21 act of extortion.

22 135. (Third Time) On March 1, 2019, by intentionally failing to correct the situation by
23 remaining silent and making vague assertions, fear was being asserted through silence. Then
24 accepting payment, and failing to return the money, which constituted a separate act of extortion.

25 136. (Fourth Time) On April 29, 2019, by intentionally failing to correct the situation
26 by remaining silent and making vague assertions, fear was being asserted through silence. Then
27 accepting payment, and failing to return the money, which constituted a separate act of extortion.

Cause of Action 8 - Declaratory Relief against all defendants.

137. Plaintiff fully incorporates paragraphs 1 thru 136, but more specifically; 60 thru 66 into this Eighth Cause of Action.

138. An actual controversy exists between the Plaintiff and the Defendant relating to the rights and duties of the respective parties in the tenancy, which tenancy exists under a written contract (the Rental Agreement) between the parties of this suit. Plaintiff is requesting that the Court make a ruling on this issue at the first available time.

139. The issue concerns the operation of an elevator on the Property. The controversy arises as to how to determine the elevator is being properly maintained. Defendant contends the Plaintiff has no right to information on maintenance or repairs of the elevator; the Plaintiff believes under the circumstances, he has a right to assurances.

140. The Property is a four-story building. On the day this action is being filed, the elevator, after sitting on the top floor for an extended period of time (over a period of several hours), the elevator jumps and jolts. The jolting has taken out a knee on one occasion.

141. There are two apartments on the fourth floor, both apartments are occupied exclusively by senior citizens. Three out of four of those senior citizens have medical issues; One of those senior citizens is the Plaintiff who cannot exit the building without the elevator or without assistance, another has a major problem exiting due to physical limitations, and the third has heart problems. The fourth, and the youngest, is 66-years old.

142. The written contract expressly states that Property repairs be made "promptly". This contractual language should provide, where there is good cause to believe no prompt action was taken, an order for the Defendant to provide the Plaintiff with assurances. Plaintiff should also receive, under these circumstances, based on his possessory interest, both assurances of promptness and correctness.

143. Again, the actual controversy here is that the Plaintiff has requested assurances that the work is being done correctly and promptly on one hand, and the Defendant has expressly stated Plaintiff has no right to that information. This is a serious matter because of the age and

1 medical state of the Plaintiff, and under public policy, and this affects other senior citizens living
2 on the fourth floor. The elevator is in constant disrepair. The Defendant appears to ignore
3 complaints about the elevator and also appears to be using the problems with the elevator to
4 further its goal, which is to drive the Stabilization tenants out of the building.

5 144. The elevator was shut down by the Defendant on or about April 26, 2019.

6 145. Plaintiff Nelson requested information about the condition of the elevator.

7 146. Defendant responded in writing by email, stating, "*The elevator is a large repair*
8 *job. The city is aware of the large repair job. We are getting quotes to fix it and once we are*
9 *ready we will update you.*"

10 147. When the elevator repair company finally arrived, on May 14, 2019, Plaintiff's co-
11 tenant had a chance to talk to them. The workers stated this was their first time at the Property.

12 148. The workers said they would be doing things that would take until the end of the
13 week, that the work could go on until Wednesday the following week, and that when the work
14 was finished, a city inspector would have to come out and approve the work.

15 149. That evening Power sent Plaintiff an email that sent a confusing message as to the
16 status and repairs of the elevator. At that point in time the elevator had been inoperable for about
17 20-days. Plaintiff then asked for assurances.

18 150. Defendant Fox replied through its Power agent by email, dated May 15, 2018,
19 Power specifically wrote:

20
21 **"[Tenants] are not entitled to ... ANYTHING relating to the**
22 **elevator. The city has made that clear to [Defendant] that all**
[PLAINTIFF is] entitled too is an update[.]"

23
24 151. After the purported work was done, which took only a few hours the next morning
25 to complete, the elevator continued to operate in the basically same condition as it did before the
26 work was done, before the elevator was shut down.

1 152. These representations by Power are vague, they are suspect, and they appear to be
2 deceitful. First Power said it was a big job and as it turned out, the job appeared to simply
3 involve a quick adjustment of some sort. The question is, why didn't Power do the work in a
4 timely manner. Since they have exclusive control to all the information surrounding the repair,
5 we may never know. Obviously, if they lie, there is no way to know, if as they claim, they have
6 exclusive rights.

7 153. The Plaintiff has good cause to believe the Defendant, not only failed to repair the
8 elevator "promptly" or properly, but intentionally delayed the maintenance or repair of the
9 elevator in order to cause Plaintiff to suffer, to try and cause Plaintiff to forfeit his tenancy, so
10 that the Defendant could get higher rents or profits.

11 154. There is enough circumstantial evidence to where, even if a lie can't be proven,
12 Plaintiff should be entitled to assurances, through both his possessory rights and his contractual
13 rights.

14 155. Plaintiff request is for a "Court order" that provides the Plaintiff has the right to
15 communicate, now and in the future, with the contractors who are making elevator repairs, as
16 well as have copies of any other material or documents related to the repair or maintenance of
17 the elevator, so that the Plaintiff can be sure the elevator is properly being maintained and
18 promptly being repaired.

19 156. The reason such an order is necessary, is that the elevator is a crucial part of the
20 Property (as shown *supra*). If the Defendant has unfettered control of the elevator, if the
21 Defendant is not performing his contractual duties, an extreme injustice arises.

22 157. The Plaintiff is also requesting a trial on this entire matter at the first available
23 time, as the Plaintiff is 87-years old, and any delay may hamper Plaintiff in his efforts to seek
24 justice.

25 158. There is no need for delay of the trial and the Defendant would not be prejudiced.

26 //

27 //

1 **On the First Cause of Action.**

2 1. Expectation damages, 25% of Rent paid since 2016, for benefit bargained for, not received.
3 A. An amount when calculated is just over \$25,000 in damages. *on the day Defendants
4 Answer is due*

2. Consequential Damages.

3. Cost of suit.

4. Attorney Fees.

5. The interest thereon at the maximum legal rate.

6. Any other thing of value that justice requires.

9 **On the Second Cause of Action.**

10 1. Damages for pain and suffering according to proof.
11 A. General or Actual Damages
12 B. Special Damages

13 2. Cost of suit.

14 3. Attorney Fees.

15 4. Nominal Damages.

16 5. Punitive Damages.

17 6. Interest thereon in the maximum allowed by law.

18 7. Any other value justice requires.

19 **On the Third Cause of Action.**

20 1. Damages for pain and suffering according to proof.
21 A. General or Actual Damages
22 B. Special Damages

23 2. Cost of suit.

24 3. Attorney Fees.

25 4. Nominal Damages.

26 5. Punitive Damages.

27 6. Interest thereon in the maximum allowed by law.

1 7. Any other value justice requires.

2 **On the Fourth Cause of Action.**

3 1. Damages for pain and suffering according to proof.

4 A. General or Actual Damages, including \$75 per month based on improper notice

5 B. Special Damages

6 2. Cost of suit.

7 3. Attorney Fees.

8 4. Nominal Damages.

9 5. Punitive Damages.

10 6. Interest thereon in the maximum allowed by law.

11 7. Any other value justice requires.

12 **On the Fifth Cause of Action.**

13 1. Damages for pain and suffering according to proof.

14 A. General or Actual Damages

15 B. Special Damages

16 2. Cost of suit.

17 3. Attorney Fees.

18 4. Nominal Damages.

19 5. Punitive Damages.

20 6. Interest thereon in the maximum allowed by law.

21 7. Any other value justice requires.

22 **On the Sixth Cause of Action.**

23 1. Damages for pain and suffering according to proof.

24 A. General or Actual Damages

25 B. Special Damages

26 2. Cost of suit.

27 3. Attorney Fees.

- 1 4. Nominal Damages.
- 2 5. Punitive Damages.
- 3 6. Interest thereon in the maximum allowed by law.
- 4 7. Any other value justice requires.

5 **On the Seventh Cause of Action.**

- 6 1. \$2,000 per instance, with 4-instances or \$8,000
- 7 2. Cost of suit.
- 8 3. Attorney Fees.
- 9 4. Any other value justice requires.

10 **On the Eighth Cause of Action.**

- 11 1. For a Court Order, that Defendant share any and all information regarding the repair of the
- 12 elevator, now and in the future, including but not limited to names, addresses and phone numbers
- 13 of any contractor contacted by the Defendant in connection with fixing, repairing or replacing
- 14 the elevator.
- 15 2. Cost of suit.
- 16 3. Attorney Fees.
- 17 4. Any other value justice requires, including an immediate trial on all issues raised in this suit.

18 **Prayer for Relief**

19 WHEREFORE, Plaintiff's prayer is for a judgment against Defendants, and each of them,

20 on all causes of action, are as follows:

- 21 159. Over \$25,000 in actual damages.
- 22 160. The interest thereon at the maximum legal rate.
- 23 161. Punitive or exemplary damages.
- 24 162. Nominal Damages.
- 25 163. Compensatory Damages according to proof.
- 26 164. Special Damages according to proof.
- 27 165. Consequential Damages according to proof.

1 166. Incidental Damages.
2 167. General Damages.
3 168. Cost of this litigation.
4 169. Attorney Fees
5 170. Any other award found fair and just by the Court.
6

7 DATED: May 28, 2019
8 Los Angeles, California
9 Attorney for Plaintiff

Raymond John Bekeris

10 By: 

Raymond John Bekeris

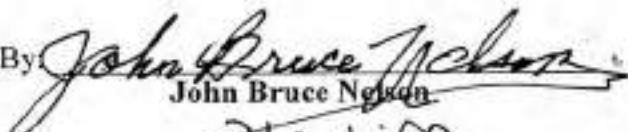
11 Attorney for Plaintiff
12 John Bruce Nelson

13 VERIFYCATION

14 I declare under penalty of perjury under the laws of the State of California that each paragraph
15 in the foregoing, Complaint for Damages, is true and correct.

16
17 DATED: May 28, 2019
18 Los Angeles, California

JOHN BRUCE NELSON

19 By: 

John Bruce Nelson

20 Plaintiff
21
22
23
24
25
26
27
28

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

Thursday, June 20, 2024

Hi Point 1522 LLC
C/O Power Property Management Inc.
Brent Parsons and Thomas Khammer
8885 Venice Blvd #205
Los Angeles. CA. 90035

Via Priority Mail

9405 5112 0620 4779 6515 70

Please see enclosed

Notice of Change in Terms of Tenancy for tandem parking, signed June 18, 2024 by myself.

Money order for \$50.00 for first month of parking/30 days, paid under duress in that parking is already included in the rent.

3217 4412 34

Please supply the number for the tandem parking stall we are assigned to.

All rights reserved

Sincerely,

Geary J. Johnson



CALIFORNIA
ASSOCIATION
OF REALTORS®

NOTICE OF CHANGE IN TERMS OF TENANCY
(C.A.R. Form CTT, Revised 4/03)

To Geary Johnson Byron Wilson ("Tenant")
and any other occupant(s) in possession of the premises located at:

(Street Address) 1522 H. Point St (Unit/Apartment #) 9
(City) LOS ANGELES (State) CA (Zip Code) 90035 ("Premises")

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on 5/9/14, whichever is later.
All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ _____ per month.

(NOTE: Pursuant to California Civil Code § 1227, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on _____, whichever is later.)

2. Security deposit shall be increased by \$ _____.

3. other: vacate car park space #14
you're allocated car park space is #8

Tenant car park spaces are available on a first come first served basis for an additional charge of \$50 per month.
Contact Cliff Raynor 310-339-2475 Cliff@PowerProperty.com

If this Notice increases the rent charged, and is served by mailing, it was mailed on _____ (Date)
at _____ (Location)

Landlord Jeffrey D. Dyer Date 4/9/14
(Owner or Agent)

TENANT CONSENT TO EXTENSION OR RENEWAL OF LEASE

If this Notice extends or renews an existing lease term, by signing below, Tenant acknowledges and agrees to such extension or renewal.

Tenant Geary Johnson Date JUNE 18, 2024
Tenant _____ Date _____

By signing below, Landlord acknowledges Tenant's consent to extension or renewal of lease.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Print Name)

(Keep a copy for your records.)

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420 South Hope Street, Los Angeles, CA 90071
CTT REVISED 4/03 (PAGE 1 OF 1)

Reviewed by _____ Date _____



NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Agent: Patrick Hall Phone: (310) 339-1300 Fax: (310) 339-4361 Prepared using WFMForms® software
Broker: Realty Source Inc. DRE #01344144

MAILED TO H1 POINT 1522 LLC, c/o POWER PROPERTY
MGMT, INC.

P

US POSTAGE & FEES PAID
PRIORITY MAIL
ZONE 1 FLAT RATE ENVELOPE
Commercial

06250014040535
7/17/23
FROM 00035



stamps
endicia
06/20/2024

USPS PRIORITY MAIL®

GEARY JOHNSON
1522 HI POINT ST APT 9
LOS ANGELES CA 90035

C042

SHIP
TO:
BRENT PARSONS

POWER PROPERTY MGMT INC
8885 VENICE BLVD STE 205E
LOS ANGELES CA 90034-3230

USPS TRACKING #



Instructions:

1. Adhere shipping label to package with tape or glue. DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handled to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once. DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

9405 5112 0620 4779 6515 70

FROM NIGGER BOY

**stamps
endicia**

Shipping Label Receipt

Tracking Number:

9405511206204779651570

PRIORITY MAIL with Tracking®

Electronic Service Fee \$0.00

Total Postage and Fees: \$7.99

Weight: 0 lbs 1.02

Print Date: 06/20/2024

Mailing Date: 06/20/2024

**From: GEARY JOHNSON
1522 HI POINT ST APT 9
LOS ANGELES CA 90035**

**To: BRENT PARSONS
POWER PROPERTY MGMT INC
8885 VENICE BLVD STE 205E
LOS ANGELES CA 90034-3230**

**USPS
Postmark
Here**

*Priority MAIL service postage rates apply. There is no fee for Tracking service on Priority Mail services with one of the following shipping labels. Postmark is required if fees apply.
Insured Delivery (FDL) is not included by priority mail. Electronic tracking is not included by priority mail.

citibank

Citibank N.A.
10000833 FAI 047
005-03 CK. Ser. #PERSONAL
MONEY ORDER

321744234

SERVICE INSTRUCTIONS

FOR STOP PAYMENTS, PHOTOCOPIES OR ANY OTHER SERVICE REQUIREMENT,
CONTACT YOUR NEAREST FINANCIAL CENTER OR CALL 800 627 9999 TO LOCATE ONE.

321744234

06/20/24

*****FIFTY DOLLARS*****

Hi Point 1522 LLC

NOT GOOD FOR MORE THAN \$1,000.00

Citibank N.A. One Penn's Way
New Castle, DE 19720FOR TANDEM
PARKING

NON NEGOTIABLE

TERMS

PURCHASER AGREES TO ENTER THE NAME OF A PAYEE AND SIGN THE INSTRUMENT IMMEDIATELY UPON PURCHASE.
FAILURE TO DO SO WILL RESULT IN THE PURCHASER BEARING THE RISK OF ANY LOSS OR THEFT OF THE INSTRUMENT.

PURCHASER COPY

ACCT#:
13714720300
DISMISSION (MM/YY):
01/12
ATIVE REASO
Citicbank CUST

citibank

Citibank N.A. 10000833 FAI 047
005-03 CK. Ser. # 321744234PERSONAL
MONEY ORDER

321744234

PAY

TO
THE
ORDER
OF

NOT GOOD FOR MORE THAN \$1,000.00

MEMO
Citibank N.A. One Penn's Way
New Castle, DE 19720FOR TANDEM
PARKING

\$5.00 ONLY PIC

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

06/20/24

62-29
311

*****FIFTY DOLLARS*****

Hi Point 1522 LLC

*****50.00*****

ME

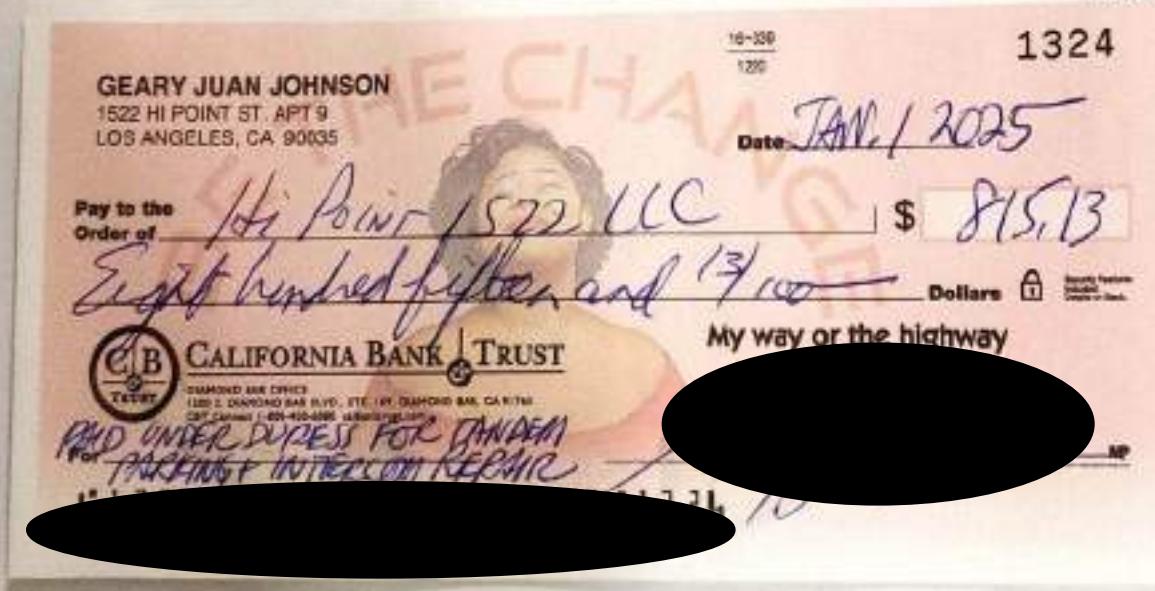
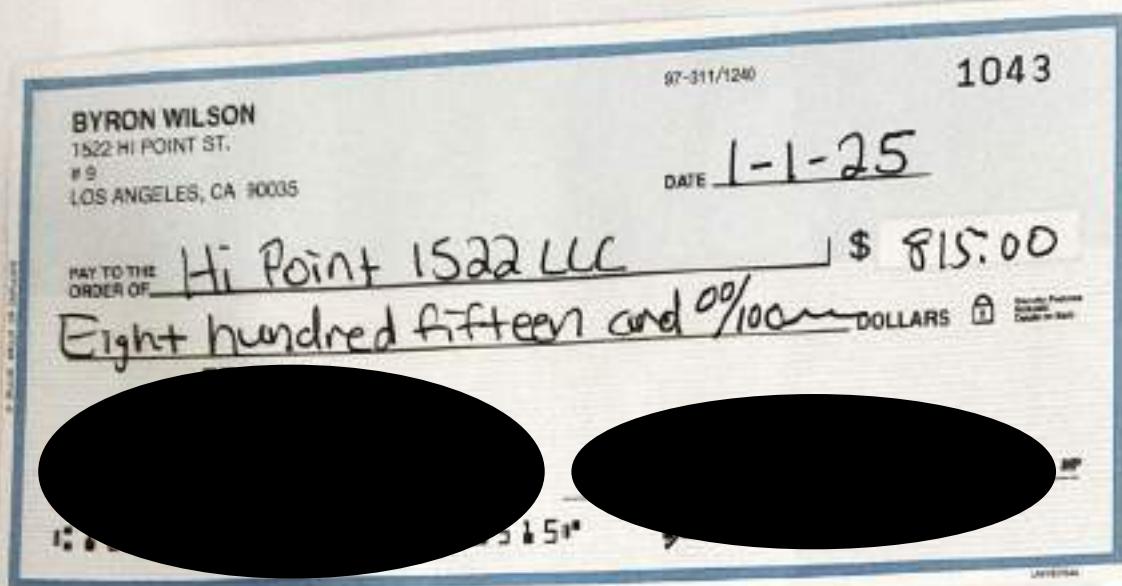
PURCHASER'S SIGN

1522 Hi Point St 9 14449035

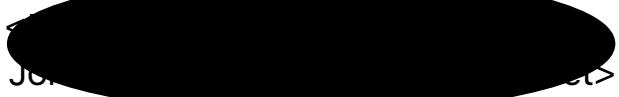
ADDRESS

#321744234# 1031100209#

38762924#



To whom it may concern, including Mayor, Karen Bass:

G Johnson < >

Sat, Dec 6 at 5:44 PM

Reply-To: G Johnson < >

To: marke.bridge@lacity.org <marke.bridge@lacity.org>, Vatche Kasumyan <vatche.kasumyan@lacity.org>, Germain Mendoza <germain.mendoza@lacity.org>, Masiss Andriasan <masiss.andriasan@lacity.org>
Cc: councilmember.hernandez@lacity.org <councilmember.hernandez@lacity.org>, councilmember.Nazarian@lacity.org <councilmember.nazarian@lacity.org>, councilmember.blumenfield@lacity.org <councilmember.blumenfield@lacity.org>, contactCD4@lacity.org <contactcd4@lacity.org>, councilmember.yaroslavsky@lacity.org <councilmember.yaroslavsky@lacity.org>, councilmember.padilla@lacity.org <councilmember.padilla@lacity.org>, councilmember.rodriguez@lacity.org <councilmember.rodriguez@lacity.org>, councilmember.harris-dawson@lacity.org <councilmember.harris-dawson@lacity.org>, councilmember.price@lacity.org <councilmember.price@lacity.org>, cd10@lacity.org <cd10@lacity.org>, councilmember.park@lacity.org <councilmember.park@lacity.org>, councilmember.Lee@lacity.org <councilmember.lee@lacity.org>, councilmember.soto-martinez@lacity.org <councilmember.soto-martinez@lacity.org>, councilmember.Jurado@lacity.org <councilmember.jurado@lacity.org>, councilmember.mcosker@lacity.org <councilmember.mcosker@lacity.org>, LAHD new <lahd.rso.central@lacity.org>, LAHD REAP <lahd.reap@lacity.org>, Cc: controller.mejia@lacity.org <controller.mejia@lacity.org>, DOD.Contact@lacity.org <dod.contact@lacity.org>, aoa.crsa@aoausa.com <aoa.crsa@aoausa.com>, ARAM.AVEDISIAN@LACITY.ORG <aram.avedisian@lacity.org>, ERIC.BANE@LACITY.ORG <eric.bane@lacity.org>, DORAN.BOBADILLA@LACITY.ORG <doran.bobadilla@lacity.org>, laura.zimmerman@lacity.org <laura.zimmerman@lacity.org>, grant.woods@lacity.org <grant.woods@lacity.org>, sewada.zadoorian@lacity.org <sewada.zadoorian@lacity.org>, jason.wilson@lacity.org <jason.wilson@lacity.org>, kelly.warner@lacity.org <kelly.warner@lacity.org>, mark.wang@lacity.org <mark.wang@lacity.org>, Gavin Newsom <gavin@gavinnewsom.com>, Fabian Gonzalez <fabian.gonzalez@lacity.org>, Thomas Khammar <thomas@powerpropertygrp.com>, frontdesk@powerpropertygrp.com <frontdesk@powerpropertygrp.com>, brent@powerpropertygrp.com <brent@powerpropertygrp.com>, Nisi Walton <nisi@powerpropertygrp.com>, Power Property Management Inc. <09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us>, Cynthia Reynoso

<cynthia@powerpropertygrp.com>

Here is a video link dated December 2, 2025 that shows the Intercom system at [1522 Hi Point St](#). The functions are not working for the intercom system. The door entry keypad does work.

This original request dates back to 2014. The owner installed the second intercom system in April 2023 but as reported to the city, the intercom function has never worked.

Akuvox Intercom Function Care of Mayor Karen Bass Not Working

12-6-2025 YT Video

<https://youtu.be/Oj-V4bLpYkA>

I forward the video to you in good faith of the evidence , so I hope that you are able to actually look at it. The owner of the property is a millionaire.

All rights reserved.

Geary Juan Johnson

Phone 323-807-3099

File: city clerk file claim for damages

Benjamin Renkainen, Field Inspector
Power Property Management, Inc.
8885 Venice Blvd, Suit 205
Los Angeles, CA 90034
Phone: 310-593-3955
Email: benjamin@powerpropertygrp.com

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SMALL CLAIMS
STANLEY MOSK COURTHOUSE

GEARY J. JOHNSON,
Plaintiff,
vs.
HI POINT 1522 LLC, a corporation,
Defendant.

Case No. 25STSC03297
Dept. "90"

**DECLARATION OF BEN RENKAINEN
AS DIRECTED BY COURT AND IN
ADVANCE OF CONTINUED SMALL
CLAIMS TRIAL**

Date: January 6, 2026
Time: 1:30 p.m.
Dept: 90

Complaint Filed: 08/04/2025
Non-Jury Trial Date: 01/06/2026

TO ALL PARTIES AND TO THIS HONORABLE COURT:

I, Ben Renkainen, hereby declarant as follows:

1. I am a Field Inspector for Power Property Management, Inc. ("PPM"), the property manager for the subject property located at 1522 S. Hi Point St., Los Angeles, CA 90035 (the subject "Building"), where Plaintiff Geary J. Johnson ("Plaintiff") is a co-tenant of Unit number 9 (the subject "Premises"). The owner of the subject Building and Premises is Defendant property owner herein, 1522 Hi Point, LLC ("Hi Point"). The following information is known to me of my own personal knowledge, unless indicated otherwise, and if called and sworn as a witness I could testify

1 competently thereto. I am authorized to make this Declaration for Hi Point. This Declaration is
2 submitted at the direction of this Court following the parties' small claims trial proceeding that
3 occurred on October 30, 2025.

4 2. At the parties' October 30, 2025 proceeding, Hi Point submitted information
5 (including two prior case numbers) evidencing the fact Plaintiff Geary J. Johnson ("Plaintiff") has
6 already litigated (and lost) multiple prior small claims cases involving the same facts and
7 circumstances alleged in the instant action. Notwithstanding, this Court reviewed evidence and heard
8 oral argument from the parties. At the conclusion of the October 30, 2025 proceeding, this Court
9 continued the instant small claims proceeding to January 6, 2026, at 1:30 p.m. The Court further
10 directed Hi Point to submit a declaration not later than December 20, 2025, containing the further
11 information set forth below.

12 3. Specifically, this Court directed Hi Point to submit a declaration showing a) Plaintiff's
13 roommate has been registered with and has been using the subject Building's intercom system; and
14 b) any Los Angeles Housing Department ("LAHD") concerns regarding the intercom at the subject
15 Building and Premises have been cleared by the LAHD. As described below and in the attached
16 Exhibits, all such information requested by the Court has been procured by Hi Point and attached to
17 this Declaration.

18 4. First, Plaintiff's roommate (Byron Wilson) has been registered to use the intercom
19 unit and has been regularly using same since it was installed. Attached hereto as Exhibit A are true
20 and correct copies of the intercom company's (Akuvox) website pages that show Mr. Wilson is
21 registered to use the intercom at the Building and Premises. We have redacted information for the
22 Building's other tenants and for Mr. Wilson's email and all but the last four digits of his phone
23 number for privacy reasons. Attached hereto as Exhibit B are true and correct copies of Akuvox
24 website pages showing Mr. Wilson's actual use of the intercom at the Building and Premises over
25 the last month (November 17, 2025 through December 15, 2025). As shown in Exhibit B, Mr.
26 Wilson used the intercom 27 times between those dates (less than a month).

27 5. I met with the City Inspector, Fabian Gonzalez, as well as his supervisor, Steven
28 Harrison, at the Building on November 21, 2025, for an inspection of various issues that included

1 Plaintiff's concerns about the intercom. Plaintiff attended that portion of the inspection that
2 concerned his unit (number 9 aka the subject Premises herein). At the inspection, Plaintiff made the
3 same allegations that Plaintiff has already litigated and lost in his prior small claims cases and again
4 (for a third time) in this Court, i.e., that Hi Point should be forced to install an interface screen inside
5 of his unit and pay for his Wifi access. The LAHD rejected such assertions, as discussed below.

6 6. On December 16, 2025, I received an email from the LAHD's Senior Inspector, Mr.
7 Harrison. As set forth therein, the LAHD will not be enforcing any correction to the intercom system
8 for the Building or the Premises occupied by Plaintiff. As stated by Mr. Harrison, "There will be no
9 further code enforcement oversight of the intercom issue - it has been cleared from this SCEP
10 Inspection process." A true and correct copy of that email is attached hereto as Exhibit C.

11 7. Hi Point submits that even if Plaintiff has not already litigated and lost two prior cases
12 concerning the same issues, the further evidence requested by this Court (attached to this
13 Declaration) show clearly the Building's intercom is functioning properly and is not proper fodder
14 for any claims in this (or any) court.

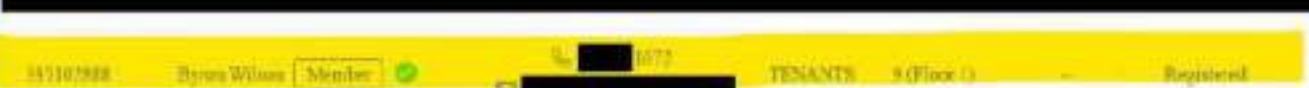
15 I declare under penalty of perjury under the law of the State of California that the foregoing
16 is true and correct. Executed on this 17th day of December, 2025, at Los Angeles, California.

17 
18 BEN RENKAINEN
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EXHIBIT A



- Dashboard
- Apartments
- Residents
- Visitors & Staff
- Access Groups
- Logs
- Alarm Records
- Smart Parking
- Library





1522 HI POINT >> Resident >> View

Dashboard

Apartments

Resident

Visitor & Staff

Access Group

Logs

Alarm Records

Smart Parking

Library

Messages

Devices

Bookings

Subscriptions

Payments

Settings

User Agreement

Basic Information

Reset Password

Delete

Edit

UID: 335102888

Name: Bryon Wilson (Member)

Building: TENANTS

APT: 9 (Floor 1)

APT Name: --

Active: Normal

Expiration Time: 2026-01-06 07:59:59

App Status: Registered

Email: [REDACTED]

Country / Region: (+)United States/Canada

Mobile Number: [REDACTED] 1072

Landline Number: --

Remark: --

Accessible Floors

Accessible Floors: -- 2

Access Type

PIN

RF Card

Face ID

Fingerprint: ⓘ

License Plate

New

PIN

Created By

Resident

Access Group

Edit

Name

Device

EXHIBIT B

Akuvon

Property Messenger Partial

卷之三

桂江日报

20200604 07170000

Legend

1500 POINTS = 10%

Akuvox

Property Management Forms

REFERENCES

INTRODUCTION

www.ijoyce.com

Lymne

1502 REPOBT == Log

Standard Off-Season General Use Transportation Use Developmental Strategic Use

Akuvox

Property Manager Portal

100/100

LITERATURE

• admin@powerproperty.com

Log out

APPENDIX 2: *Log*

Door Log	Call Name	Comments	Temperature Log	Door Status Log	Operator Log						
Door logs will be kept for 30 days.											
Log Date	At	Step	Door	Building	APT	Log Type	Door Status	Door Status	Session No	Active	Door
Gen		<input checked="" type="radio"/> Active	<input type="radio"/> Inactive								
2023-11-22 10:00:00	TE00078	1522 N First St Los Angeles, CA 90011	None	8Floor 1	00	Door Release	Open	Open	00000000000000000000000000000000	+	
2023-11-22 10:00:01	TE00078	1522 N First St Los Angeles, CA 90011	Door Close	8Floor 1	00	Door Release	Open	Open	00000000000000000000000000000000	+	
2023-11-22 10:00:04	TE00078	1522 N First St Los Angeles, CA 90011	Door Close	8Floor 1	00	Door Release	Open	Open	00000000000000000000000000000000	+	
2023-11-22 10:00:04	TE00078	1522 N First St Los Angeles, CA 90011	Door Close	8Floor 1	00	Door Release	Open	Open	00000000000000000000000000000000	+	
2023-11-22 10:00:07	TE00078	1522 N First St Los Angeles, CA 90011	Door Close	8Floor 1	00	Door Release	Open	Open	00000000000000000000000000000000	+	
2023-11-22 10:00:07	TE00078	1522 N First St Los Angeles, CA 90011	Door Close	8Floor 1	00	Door Release	Open	Open	00000000000000000000000000000000	+	
2023-11-22 10:00:21	TE00078	1522 N First St Los Angeles, CA 90011	Door Close	8Floor 1	00	Door Release	Open	Open	00000000000000000000000000000000	+	

EXHIBIT C



Benjamin Renkainen <benjamin@powerpropertygrp.com>

1522 Hi Point Inspection

Steven Harrison <steven.harrison@lacity.org>
To: Benjamin Renkainen <benjamin@powerpropertygrp.com>
Cc: Fabian Gonzalez <fabian.gonzalez@lacity.org>, Bessy Cerna <maintenance@powerpropertygrp.com>, Luis Rodriguez <luis@powerpropertygrp.com>

Tue, Dec 16, 2025 at 2:04 PM

Good afternoon Mr. Renkainen,

Code Enforcement has reviewed and accepted your response and repair effort for the updated intercom system provided for the residents through our Re-Inspection activities conducted thus far.

There will be no further code enforcement oversight of the intercom issue - it has been cleared from this SCEP Inspection process. With that said, there will be no requirement to notice the tenant for access at unit 9 for the scheduled re-inspection with Inspector Gonzalez on 1/6/2026 @ 1:30PM. Only units 6 and 10 are required for access to confirm the full compliance status of the items as you have indicated in your earlier email for those two units.

Thank you for your compliance efforts and for your cooperation with the department in the Systematic Code Enforcement Program.

[Quoted text hidden]

—

Steven Harrison

Senior Housing Inspector

Regulatory Code & Compliance Bureau
South Regional/CODE ENFORCEMENT/SCEP
Los Angeles Housing Department
E: steven.harrison@lacity.org
C: 213.663.4349



1522 Hi Point St 9
Los Angeles, CA. 90035

Email: tainra@scourt.org

Tuesday , December 23, 2025

Presiding Judge

Judge Sergio C. Tapia II , Presiding Judge
Superior Court
111 N Hill Street Room 222
Assistant Presiding Judge Ricardo R. Ocampo
Los Angeles. CA. 90035

Via Priority Mail USPS

Core Principles (Canons)

- **Canon 1:** Uphold the integrity and independence of the judiciary.
- **Canon 2:** Avoid impropriety and the appearance of impropriety in all activities.
- **Canon 3:** Perform duties impartially, competently, and diligently, ensuring fairness and avoiding bias, prejudice, or harassment (e.g., based on race, gender, orientation).
- **Canon 4:** Conduct extrajudicial (outside activities) to minimize conflicts with judicial duties.

Key Requirements

- **Public Confidence:** Judges must accept scrutiny and restrictions to maintain faith in the legal system.
- **Dignity & Courtesy:** Be patient, dignified, and courteous to everyone in court, and require similar conduct from staff.

- **Impartiality:** Perform duties without bias or prejudice, not engaging in biased speech or conduct.
- **Rule of Law:** Respect and comply with the law, making decisions based on law, not politics or public opinion.

The courtroom conduct of Commissioner Emma Castro has violated the Canons as shown above. I realize in order to complain about Castro, I must file a complaint with the JCCP against the Presiding Officer of the Court.

1. I have filed numerous cases with the small claims Court and for some unknown reasons most of them against the same or similar defendant(s) or facts, have ended up on the desk of Emma Castro, the same Judge over and over. That is problematic and does not uphold the integrity and independence of the judiciary.
2. Castro's actions have not avoided impropriety and the appearance of impropriety in all activities.
3. Castro has failed to perform duties without bias or prejudice, not engaging in biased speech or conduct.
4. Castro's actions do not respect and comply with the law, and she has not made decisions based on the law.
5. The court Presiding officer should recuse the Commissioner from this case 21STSC03297.
6. The court record shows that Castro and one of her rulings makes notice of continuing damages. But she gives no recognition to the legal concept that continuing damages and continuing obligations is an exception to res judicata. She has ignored new damages, but admitted that they exist. She has ignored the contractual and entitlement to housing services, received by myself as tenant and obligated from the Defendant, a property owner. She seemed to consistently ignore that a rental contractor agreement involves an exchange of money. She is biased. The judge has unfairly in open court giving legal advice to the millionaire defendant, telling them to object/answer my complaint, file exhibits, and send it to me by certified mail. This is unauthorized legal advice and a bias that does not afford me fair treatment. She has not performed her duties in an impartial manner, and she

does not have a respect and comply with the law. Castro has not performed her duties impartially, competently or diligently.

7. The Commissioner actions as I state herein shows that she has not avoided bias or prejudice.
8. The commissioner, by telling the defendant that they can provide an answer to the complaint by sending it to me by certified mail, even though she didn't say the word answer, she was giving them legal advice and treating me in an unfair and biased manner. There's no provision in small claims action for defendant to file an answer to the complaint.
9. Castro needs to be removed from her judicial duties. In the case, 21STSC04574, the court ruled in my favor. While the defendant did make it to the courtroom, the defendant left before the matter was heard. The minute order of 2/16/22 is clear that the matter went forth without the defendant being present and without the defendant being sworn or giving evidence. Yet somehow the court allowed this matter to be appealed. And somehow, Emma Castro became the judge that overturned the appeal. I do know that the case summary says that status is that of "judgment – uncontested on 2/16–2022" Not sure that that means. Nevertheless, Emma Castro ruled over an appeal which should never been allowed to occur because the court was not in any way authorized or even had discretion to allow an appeal to go forward where the defendant in the underlying action never made an appearance. This is just an example of how Castro and the court supervisor above her engaged in an unlawful and authorized appeal. Once I got to the appeal stage Castro overturned, the previous ruling and now she has used that ruling and attempting to allege ResJudicata, that the matter has been heard before.
10. The commissioner Castro does not seem to have an understanding of the legality of RESJUDICATA. RESJUDICATA does not apply if as in this instant situation, if the defendants are not the same. The defendants in the two stated cases are not the same. Also, RESJUDICATA does not apply if the facts are not the same. If an injury occurred in 2020 and another, maybe even similar OCCURRED In 2025 the adjudication on the 2020 injury does not prevent adjudication on the 2025 injury because it is a separate distinct act. In the case of continuing obligations and damages, as in a contract situation, which this one has been a contract situation put before the COURT and continuing damage it's an obligation and an exception to the RESJUDICATA doctrine. Rent payments and obligations continue and on a monthly basis. The judge has mistakenly not been able to understand and implement the law in this regard.
11. The judges rulings have been inconsistent because in one case she actually split the defendants up into different categories and ruled one defendant dismissed, and another set of defendants dismissed without prejudice. The judge does not seem to understand that a dismissal without prejudice means that there was no ruling on the merits. Yet the judge has continued to insist that res Judaica could apply but ignored what "dismissed without prejudice" means. The judge has been asked in numerous court cases for a specific performance, but the judge rulings appeared to ignore that because they don't mention it with the judge ruling specifically only addressing the monetary damages and not addressing anything else except to say, "dismissed without prejudice." It is impossible for a case to be ruled on for

damages in part, and also one part be dismissed without prejudice. That is contradictory and is not a ruling on the merits.

12. The court hearing in the present case 25STSC03297 has been continued three times or at least over three different hearings. This is against the provision of the California code that provisions that intends small claims cases will result in a speedy remedy, and certainly stretching a case out over three or more hearings, does not afford the parties, a speedy remedy, as in most small claims cases are expected to be ruled on and heard in the same day. This is another example of the judge not upholding the integrity. and independence of the judiciary.

Geary J. Johnson

REFERENCE

Questions on Court Disability Accommodation Process

From: G Johnson (tainmount@sbcglobal.net)

To: adacoordinator@lacourt.org

Date: Tuesday, September 30, 2025 at 03:01 PM PDT

Re: Case 25STSC03297 Johnson v. Hi Point 1522 LLC

Commissioner Emma Thompson

I realize some of these concerns may not be your jurisdiction. For those areas, I ask that you forward a copy of this email to the Presiding Judge Sergio C. Tapia II, or the Executive Clerk, Department PJ.

Please provide an email address for the court Presiding Judge or the Executive Clerk.

1. I submitted to the court clerk electronic around 8/26/2025 form MC-410, Disability Accommodation Request. I believe the form was rejected twice by the clerk, once the clerk saying

I needed to answer the field "Request for Remote Appearance"

2. The form MC-410 was eventually accepted by the clerk. The matter was heard after 10:30 am,
remotely.

3. The form MC-410 does not show it was filed with the Court.

4. The form MC-410 was not filled out or signed on the back or returned by the Court.

5. Defendant filed a Request to Postpone trial. Defendant position was that out of about twenty

or more persons, Defendant would be in surgery and could not appear until December.

6. I filed and served an objection to the request to postpone trial.

7. At the hearing on the matter, the Commissioner ignored that she had already denied the request to postpone trial, and instead via defendant Cynthia Reynosa, asked her to call the defendant and see could they appear in court sooner than December. This I

considered to be biased and unauthorized and usual behavior of a Court official. The Court did not seek my opinion on whether the Defendant should be called on the phone.

8. So the defendant alledgedly says that they can appear in October. In my opinion, that will be a miraculous surgical recovery.

9. At my urging, the Court notes that defendant Cynthia Reynosa has not filed with the Court an authorization to appear.

10. Again without my input as plaintiff, the Court allows Reynosa time to get an authorization to appear. Improper conduct of the Judge.

11. I note that the filed authorization to appear looks like no one authorized Reynosa to appear because Reynosa signed it herself. This is highly prejudicial conduct by the Court to allow such obviously false authorization.

12. Normally, if a defendant did not appear as in this case, the defendant would face default judgment.

13. Even if Reynosa was authorized to appear, she told the Court she knew nothing about the case. That in my opinion was grounds for default judgment since there was no appearance by anyone knowledgeable about the case.

14. Due to my disability, I requested the court time be changed and I requested to appear remotely for the September 16 hearing.

15. The court minute order September 16, 2025, with no notice given by the clerk nor was I asked it I waived notice, which I did not waive notice, states that all parties must appear in person. I will be filing another request for accommodation to be able to appear remotely.

The clerk notice also states "defendant must submit to the Court the denial letter that was given to the plaintiff.

" I don't believe at the hearing the unauthorized defendant made mention of a denial letter. I feel very strongly that the Judge may have improperly stepped away from the bench and had an illegal ex parte communication with the defendant. How else would she know about a denial letter unless of course she was improperly giving legal advice to the defendant to produce a denial letter.

The Judge said on the record that the matter is continued to October 30, 2025, at 10:00 am but the court minute order says 8:30 am, so I will have to file another request for accommodation.

I want to be assured that if I submit another accommodation request, that such procedures will be adhered to by the court.

The court Presiding officer should recuse the Commissioner from this case.

All rights reserved.
Geary Juan Johnson
1522 Hi Point St 9

Los Angeles, CA. 90035



HEATHER HUTT

LOS ANGELES COUNCILWOMAN
10TH DISTRICT

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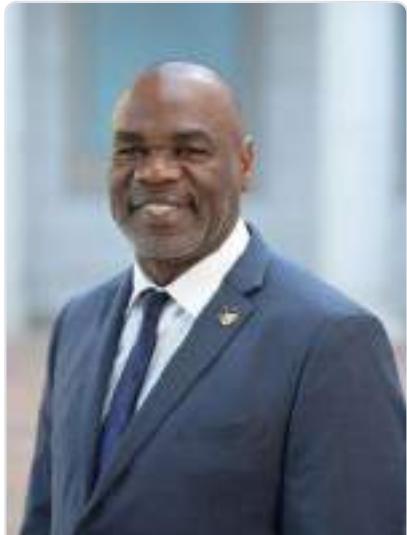


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Questions to city employee Steven Harrison- Senior Housing Inspector

From: G Johnson (tainmount@sbcglobal.net)

To: marke.bridge@lacity.org; vatche.kasumyan@lacity.org; germain.mendoza@lacity.org; masiss.andriasan@lacity.org; oigcompl@lapd.online; steven.harrison@lacity.org

Cc: councilmember.hernandez@lacity.org; councilmember.nazarian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; councilmember.yaroslavsky@lacity.org; councilmember.padilla@lacity.org; councilmember.rodriguez@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.price@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.lee@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.jurado@lacity.org; councilmember.mcosker@lacity.org; lahd.rso.central@lacity.org; lahd.reap@lacity.org; controller.mejia@lacity.org; dod.contact@lacity.org; aoa.crsa@aoausa.com; aram.avedisian@lacity.org; eric.bane@lacity.org; doran.bobadilla@lacity.org; laura.zimmerman@lacity.org; grant.woods@lacity.org; sewada.zadoorian@lacity.org; jason.wilson@lacity.org; kelly.warner@lacity.org; mark.wang@lacity.org; gavin@gavinnewsom.com; fabian.gonzalez@lacity.org; thomas@powerpropertygrp.com; frontdesk@powerpropertygrp.com; brent@powerpropertygrp.com; nisi@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; cynthia@powerpropertygrp.com; ramazanali.almasi@lacity.org; kevin.brown@lacity.org; jeffrey.bull@lacity.org; benjamin@powerpropertygrp.com; maintenance@powerpropertygrp.com; luis@powerpropertygrp.com

Date: Tuesday, January 6, 2026 at 06:43 PM PST

Dear Senior Inspector Steven Harrison:

1. I was able to get a copy of your December 16, 2025 letter to the property owner that you would not be following up on the notice to comply slated appnt for January 6 re the non-working intercoms. I was able to get a copy of your letter by paying for a copy in the Superior Court case summary. The USPS Informed Delivery proves that I was never mailed a copy of the Court document that contains your letter. Your letter as filed with the Court proves to the Public the involvement in this matter by Mayor Karen Bass and Council.
2. You mention that Power Property gave you a "response". Please forward me a copy of their "response and repair effort" as you stated. I note that the Artolier system is still in the unit 9 and has not been repaired or replaced. The Akuvox on the outside of the building is neither a replacement or update for the Artolier since the Artolier is still in the unit.
3. You state there will be no further oversight of the intercom issue. Please state why you have failed to order the replacement or repair of the Akuvox system? Please state did you view my video link showing the intercom function of Akuvox does not work?
4. Please state the section of the city building code---past or present---that refers to the two way communication system requirements that apply to this building.
5. Please state where is the interface in my unit that the building code requires the property owner to supply.

6. Please indicate have you read and understood the building code that applies to residential multifamily dwellings and the two way communications for tenants?

7. Since the Artolier is still in my unit, and not working, what repair effort was made that you allege the owner made?

8. I have provided you video evidence (ignored by you) that the Akuvox intercom function does not work. When did you inspect the Akuvox intercom function before your decision to close the investigation.

9. Please provide proof if you have any that I am legally obligated to provide any housing services at this address.

10. Please provide proof that you have legal responsibility for my personal cell phone and WiFi connection.

11. Please provide your reason for why you feel Black tenants in this building are not entitled to an interface (intercom indoor monitor) in these units?

12. Please state do you understand and comprehend English?

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Geary Juan Johnson

Phone 323-807-3099

c: Luis Rodriguez@ Power Property Group.com
Bessy Cerna at Power Property Maintenance.com

On Tuesday, January 6, 2026 at 03:45:34 PM PST, G Johnson <tainmount@sbcglobal.net> wrote:

1. To whom it may concern: "I am not surprised that Steven Harrison – a Black man – is part of the cog in

the machinery that continues to deny Blacks full and equal housing services and I'm not surprised that Stephen Harrison is not able to read and comprehend English so that he would be able to view the video link below that (shows) that the Intercom system for both units is not working.

2. This is a review of today's court hearing case 25STSC03297 small claims against Hi Point 1522 LLC. The city government of Los Angeles is not named in this case as a defendant, but is mentioned in exhibits lodged with the court.
3. This review is meant to be indicative, but not all inclusive. I reserve the right to revise this upon a further examination of my notes.
4. I will probably refrain from going over my position statement on this simply because my position is well documented to the city for years and years and years.
5. It would seem like a simple matter, a very simple matter to ask for a repair and replacement of a Intercom system. It would seem like a very simple matter to ask for a reassignment from a single car stall to a tandem park stall. But in this case due to the intentional retaliation, racism, Nazi-KKK like actions, things cannot be that simple.
6. Lie lie lie. The racist City refuses to enforce the City building code Intercom two-way

communication law. Due to vicious racism.

7. Welcome to Los Angeles under Mayor Karen Bass.
8. Thomas Khammar appeared to represent the owner of the property Hi Point 1522 LLC. Khammar claimed that he had mailed documents to me and that I had received them. I told the court that I have received no documents from the Power Property Management. I have attached a copy of the documents that he claimed that he mailed to me and he did file those with the court. So since I did not have the documents, I could not comment on them to the court today. Khammar may not mention this in his documents, which were filed by one of the employees called Benjamin, but the documents may have been mailed out by certified mail, but the certified mail system by the United States post office shows that the documents were not delivered to me. I did note to the court that the documents were neither mailed nor faxed nor emailed or delivered in person but they could've done so if they wanted to otherwise I had no specific clue that any documents were being mailed to me. The documents that the owner filed with the court attached show that they were mailed allegedly to me by some type of legal service, but there's no way there would've been no way for me to tell that the documents were coming to me from the owner. I have complained that it was improper and biased for the judge to have told the owner of the property to mail me a certified letter.
9. I noticed to the court that the owner has been in the property over six times the last three months and no documents were given to me during those times or at yesterday's visit.
10. I also noted to the court that the owner had been in the property over six times the last three months and no repairs were made to the Intercom system.
11. Kamar said that the City code enforcement sent him an email saying that they were not going to further inspect the Intercom system as scheduled for today at 1:30 PM. However, no one in code enforcement notified me that they were not coming out for the inspection. No one from code enforcement emailed me that they were not going to enforce the nonworking Intercom system. Code enforcement seems to have taken the position that the Intercom system is working, in spite of the evidence to the contrary.
12. I have taken videos of the nonworking Intercom systems two systems as of January 1 and those videos have been ignored by the city government.
13. Khammar claims to present evidence to the court that my roommate has been using the intercom system. But a careful review of the evidence shows that my roommate has been using the door entry system, but there's no evidence he has been using the intercom system, which are two separate parts of the device.
14. Khammar said that if I want a tandem Park install that they would charge me \$150 per month. I noted to the court that the previous owner stated that it would be \$50 more per month for the tandem parking stall. I also know that charging me \$150 for parking results in an illegal rent increase. There was no indication at the hearing that Thomas Khammar had ever told me of the \$150 charge and he denied saying at a previous hearing that we already had a tandem parking stall. So this man is just full of lies and lies and lies. I doubt very seriously if he's going to put the \$150 offer in writing but that's how racism works.
15. Khammar felt that I should be using my cell phone to access the Intercom function. My documents to the court show that the owner of the property is obligated to provide the indoor monitor for use of the Intercom and that I do not have any legal obligation to use my personal cell phone for purposes of the owners Intercom system.
16. Khammar mentioned that the city government has been implicated in housing racism based on his view of articles on the worldwide Internet.
17. The Judge will issue a ruling in the next few weeks.
18. Steven Harrison is the City employee who claims in the December 16 2025 email to the owner: code enforcement had reviewed and accepted your response and repair effort for the updated Intercom system provided for the residence through our reinspection activities. Conducted thus far. There will be no further code enforcement oversight of the Intercom issue." I am not surprised that Steven Harrison – a Black man – is part of the cog in the machinery that continues to deny Blacks full and equal housing services and I'm not surprised that Stephen Harrison is not able to read and comprehend English so that he would be able to view the video link below that shows that the Intercom system for both units is not working. I am just not surprised. I told Stephen

Harrison in person that I do not have any legal obligation to provide my cell phone or Wi-Fi for purposes of the owner; I do not have such an agreement with the owner or with the city or with the Intercom manufacturer. I am not surprised that Stephen Harris does not understand and comprehend English.

19. The Judge was such an asshole---SUCH AN ASSHOLE---that when I said, I did not receive in any letter in the mail, she simply said well you need to check and see why your mail is not getting through. And I have the USPS service which shows any first class mail that's coming to me and nothing shows from Power Property.

I believe it is through the racism, retaliation and incompetence of city government code enforcement housing employees that I don't have a working Intercom system. I will be filing another code enforcement complaint and consider filing a claim for damages against the city government.

Is Steven Harrison able to quote the landlord obligations under the City building code on two way communication systems (intercoms) in residential multifamily dwellings? Steven Harrison needs to be fired.

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

c: Benjamin Renkainen, Power Field Inspector, Racist Among Us, Power Property Inc.

Latest Video on Non-working Intercoms- December 25, 2025
"Intercoms Update Dec 2025 Still Not working courtesy Mayor Karen Bass" <https://youtu.be/t8zw0NhfhY>
[Intercoms Update Dec 2025 Still Not working courtesy Mayor Karen Bass](https://youtu.be/t8zw0NhfhY)





**Intercoms Update Dec 2025 Still Not working
courtesy Mayor Karen Bass**



2023-8-3 Letter Random RL Published.pdf
169.2 kB



2025-12-18 Declare PPM Ben re 3297.pdf
6.3 MB

TODAY'S NEWS

Tenant Rights | Retaliation | To Tenants and LA Mayor and Council

Questions

The Law

California Civil Code

1940.4. (a) Except as provided in subdivision (c), a landlord shall not prohibit a tenant from posting or displaying political signs relating to any of the following:

(1) An election or legislative vote, including an election of a candidate to public office.

(2) The initiative, referendum, or recall process.

(3) Issues that are before a public commission, public board, or elected local body for a vote.

(b) Political signs may be posted or displayed in the window or on the door of the premises leased by the tenant in a multifamily dwelling, or from the yard, window, door, balcony, or outside wall of the premises leased by a tenant of a single-family dwelling.

[REDACTED]



DO NOT USE YOUR CELL PHONE FOR THE INTERCOM.

For those who live in rent control units, the Costa Hawkins law allows that if a unit is vacated, and owner may raise the rent to any amount. That law, however, does not apply to utilities. Many landlords across the city are illegally charging tenants for utilities, where the previous tenant before them did not pay for utilities. For example, the landlord cannot charge for utilities since the previous tenant did not pay for utilities and such utilities were included in the rent. Similarly an owner must supply an indoor monitor and WiFi to use for an intercom system that is Wi-Fi based.

Do not allow the owner to use your information or your telephone number or your cell phone number for purposes of his intercom system. Trust me, I have evidence that he will use your personal information without your permission and release that information to the public. Insist that the owner provide an indoor monitor for you to use their Wi-Fi based Intercom system. These such property owners act in an illegal manner against the rights of tenants.

Tenant Resources

In order for a tenant to fight a corrupt landlord, they would possibly need to pay a lawyer \$10,000 retainer. Since most tenants cannot afford that, landlords continue to act in corrupt, racist ways.

The city building code makes the multifamily dwelling owner liable to provide indoor monitor for any intercom unit (apartments) on the outside of the building. Building Codes 1968 Circa §50-a Entrances: Doors, Locks and Intercommunication Systems. Building Code 11B-708.4.2 Residential Dwelling Unit Interface Reference Judge Sergio C. Tapia II , Presiding Judge Superior Court, 111 N Hill Street Room 222 Assistant Presiding Judge Ricardo R. Ocampo, Los Angeles. CA. 90035

The win Against the Landlord

"JUDGMENT WAS ENTERED AS STATED BELOW ON (DATE): 02/16/2022

Court orders judgment entered for Plaintiff Geary J. Johnson against Defendant Hi Point Apts LLC., (A Corporation) on the Plaintiff's Claim filed by Geary J. Johnson on 12/03/2021 for the principal amount of \$479.99 and costs of \$90.00 for a total of \$569.99." Court Case Johnson v. Hi Point Apts LLC (re Walter Barratt). Small Claims case 21STSC04574. JOHNSON V HI POINT APTS LLC

(Filed Court Docs Say:)

Rent paid approx. \$1500 each month for repairs but repairs to intercom not made. rent paid for parking for two cars but second or tandem stall not received. owner placed value of parking at \$50.00 per month, city placed value at \$200 per month. civil code section 1941.1, cc section 1942.4, cc 1942.4 interference with peaceful enjoyment of the premises. defendant stopped repair personnel from entering the unit. cc section 1942.4(b)(1). the rent agreement is entitlement.

Intercom in unit is not in useful condition, neglect. nuisance, cc section 19422., cc 1942.4(b)(1). cc section 1940.2 entitles me to up to \$2,000 for each violation. intercom purchase about \$25.00. electric cost of having to move car for street sweeping or groceries. parking loss \$50.00 per month. general damages.

Based on Text Messages and Faxes Request for Housing Services

Dear Hi Point 1522 LLC, Power Property Management, Nisi Walton, Benjamin Renkainen, Bessa Cerna, Luis Rodriguez, Thomas Khammar, Brent Parsons, Nisi Walton, Cynthia Reynosa, Liliana Morales, Liliana Morales, Jacqueline Gallardo, Jennifer Cleveland, Renee Henderson, Giovanni Dubon, Kristopher Gordon, Jason Ortegon, ET AL. as agent for Hi Point 1522 LLC; Hi Point 1522 LLC. This is the Black Nigger tenant _____ at 1522 Hi Point St Unit ____ at 90035. The intercom in my unit needs repair today and is not functioning. https://cityclerk.lacity.org/onlinedocs/2023/23-0652-S11_PC_PM_11-30-2025.pdf.

The Akuvox system on outside of the building is not fully functioning. Please supply me with the INDOOR MONITOR and Wi-Fi today. Please supply me today with the available tandem parking stall as agreed.

TANDEM Stalls 13, 14, 15, 16, 17 are available. You have not given any legitimate reason for the undue delay nor do I agree to any delay. OUR RENT AGREEMENT SAYS the cost of parking is included in the rent.

City clerk documents at https://clkrep.lacity.org/onlinedocs/2023/23-0321-S1_PC_PM_06-24-2023.pdf (Damage costs labor \$42 and postage.) Akuvox invades tenant privacy. See LA City employees declared as "Racists" PC 22-1327 - Wordpress <https://wp.me/P57D2C-1sY>

Tandem Parking and Working Intercom and Parts Still Not provided. Can Black tenants even request housing services under Mayor Karen Bass?

From: G Johnson [REDACTED]
To: marke.bridge@lacity.org; latene.kasumyan@lacity.org; germain.mendoza@lacity.org; masiss.andriasan@lacity.org; oigcompl@lapd.online; steven.harrison@lacity.org
Cc: councilmember.hernandez@lacity.org; councilmember.nazarian@lacity.org; councilmember.blumenfield@lacity.org; contactcd4@lacity.org; councilmember.yaroslavsky@lacity.org; councilmember.padilla@lacity.org; councilmember.rodriguez@lacity.org; councilmember.harris-dawson@lacity.org; councilmember.price@lacity.org; cd10@lacity.org; councilmember.park@lacity.org; councilmember.lee@lacity.org; councilmember.soto-martinez@lacity.org; councilmember.jurado@lacity.org; councilmember.mcosker@lacity.org; lahd.rso.central@lacity.org; lahd.reap@lacity.org; controller.mejia@lacity.org; dod.contact@lacity.org; aoa.crsa@aoausa.com; aram.avedisian@lacity.org; eric.bane@lacity.org; doran.bobadilla@lacity.org; laura.zimmerman@lacity.org; grant.woods@lacity.org; sewada.zadoorian@lacity.org; jason.wilson@lacity.org; kelly.warner@lacity.org; mark.wang@lacity.org; gavin@gavinnewsom.com; fabian.gonzalez@lacity.org; thomas@powerpropertygrp.com; frontdesk@powerpropertygrp.com; brent@powerpropertygrp.com; nisi@powerpropertygrp.com; 09e41e7459a05677911c@powerpropertygroup.mailer.appfolio.us; cynthia@powerpropertygrp.com; ramazanali.almasi@lacity.org; kevin.brown@lacity.org; jeffrey.bull@lacity.org; benjamin@powerpropertygrp.com; maintenance@powerpropertygrp.com; luis@powerpropertygrp.com
Date: Monday, January 12, 2026 at 04:37 PM PST

To Mayor Karen Bass and Benjamin Renkainen, Bessa Cerna, Luis Rodriguez, Thomas Khammar, Brent Parsons, Nisi Walton, Cynthia Reynosa and Hi Point 1522 Managers LLC. Entity 202114910023. (Statement of Info past due in 2023). Managed by Hi Point 1522 TJ Entity LLC. Managed by Hi Point 1522 Managers Holdco LLC:

There is no resident manager at this location as required by the rent stabilization ordinance:

(Fax sent by Text and Voicemail)

Hello, today is January 12, 2026, This is the tenant Geary Johnson, 1522 Hi Point Street #9, phone number 323-807-3099. The intercom system in my unit called Artolier, is still not working. The intercom on the front of the building called Akuvox is still not working. The Akuvox needs an interface which is an indoor monitor that the owner would have to install in each unit, so it hasn't been done and I am still requesting it. The tandem parking stall has not been assigned or supplied

yet. There is no car in stall #1A, there is no car in stall #4, there is no car in stall 6, there is no car in stall 10, and (as for) tandem parking stalls, there is 13, 14, 15, 16 all vacant, four vacant tandem stalls. So you have the the tandem stalls available, we (unit 9 tenants) are not obligated in any way to pay anything for parking because the rent agreement says that parking is included in the rent so we are not obligated to pay anything whether it is \$50 or \$150, we are not obligated to pay any extra money for tandem parking. So I hope this message reaches you (this is the phone numbers for Power Property Management Inc. for Hi Point 1522 LLC); if not, we will be sending it out by first class mail or by fax. I need to have some response to that issue, the tandem parking and also the repairs and parts to the intercom system. Thanks you very much. Phone 323-807-3099. (attached)

Geary Juan Johnson

Phone 323-807-3099

On Tuesday, January 6, 2026 at 11:06:29 PM PST, G Johnson <tainmount@sbcglobal.net> wrote:

To whom it may concern Mayor and Council:

What is the fee for parking at 1522 Hi Point Street?

As you know, there are 18 units in this building and parking for 28 vehicles. Stalls 1-12 are single stalls and 13-19 are tandem stalls.

The owner claims online ads that each unit comes with parking for one vehicle. And no charge for the parking.

It has never been clear is there a charge for the tandem parking stalls, but one owner did write a few years ago that tandem stalls are an additional \$50.00. So a year or so ago I tried

to get one of those \$50.00 tandem stalls and I was rebuffed.

Today the owner said that the tandem parking stalls are now \$150 per month.

Where is the application form?

It would be mighty white of you if you would find out is the \$150 per month policy posted in writing, and has this been told to all tenants? The owner claims this would be an extra agreement outside of the rent agreement. I think that would be an illegal rent increase. What happens to the parking stall that is already included in the rent?

Please secure for me a copy of the tandem parking application so I can provide a copy to all your constituents.

All rights reserved.

Geary Juan Johnson

Phone 213-485-1111



2026-1-12 Fax sent to Power Property.pdf

40.8 kB



2025-12-11 debris 1522 hi point at dumpster 1 of 2.jpg

1.5 MB

FAX

Geary J. Johnson
1522 Hi Point St 9
Los Angeles CA 90035
323 [REDACTED]
Tenant

TO:

Name: Hi Point 1522 LLC

Fax Number: (310) 661-8195

of Pages: 1

Including cover sheet

FROM:

Name: Geary Juan Johnson

Fax Number: ([REDACTED]

Subject: Text of Voicemail Sent to you Today

Message:

Attention: Benjamin Renkanen, Bessa Cerna, Luis Rodriguez, Thomas Khammar, Brent Parsons, Nisi Walton, Cynthia Reynosa.

(Voicemail left) Hello, today is January 12, 2026. This is the tenant Geary Johnson, 1522 Hi Point Street #9, phone number 323-807-3099. The intercom system in my unit called Arbolier, is still not working. The intercom on the front of the building called Akuvox is still not working. The Akuvox needs an interface which is an indoor monitor that the owner would have to install in each unit, so it hasn't been done and I am still requesting it. The tandem parking stall has not been assigned or supplied yet. There is no car in stall #1A, there is no car in stall #4, there is no car in stall 6, there is no car in stall 10, and (as for) tandem parking stalls, there is 13, 14, 15, 16 all vacant, four vacant tandem stalls. So you have four tandem stalls available, we (unit 9 tenants) are not obligated in any way to pay anything for parking because the rent agreement says that parking is included in the rent so we are not obligated to pay anything whether it is \$50 or \$150, we are not obligated to pay any extra money for tandem parking. So I hope this message reaches you (this is the phone numbers for Power Property Management Inc for Hi Point 1522 LLC); if not, we will be sending it out by first class mail or by fax. I need to have some response to that issue, the tandem parking and also the repairs and parts to the intercom system. Thanks you very much. Phone 323-807-3099.

THE RIGHT TO AN ACCESSIBLE PARKING SPACE

RIGHT TO A REASONABLE ACCOMMODATION | WHAT IS AN RA?

- A reasonable accommodation (RA) 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 equal opportunity to use and enjoy a dwelling, including public and common use spaces. Accommodations must be related to a person's disability. Housing providers must generally grant requests for accommodation if they meet these criteria. Persons with disabilities may request an RA for a reserved or accessible parking space under the Fair Housing Act.

REQUESTING AN RA | WHAT TO KNOW

- A reasonable accommodation can be requested verbally or in writing. While a housing provider may provide a form for such request, they cannot require a person to use their form to present or verify their request.
- If a resident has an accessible parking placard or if their disability is obvious or known to the housing provider (i.e., they use a cane, walker, or wheelchair) and the connection between their disability and the request for a reserved parking space near the entrance is clear, the accommodation should be approved.
- A request for a reasonable accommodation can be made at any time.
- Housing providers may not require persons with disabilities to pay extra fees or deposits as a condition of receiving a reasonable accommodation.

EXAMPLES

- 1 A resident with a mobility impairment, which substantially limits her ability to walk, requests an assigned accessible parking space near the entrance to her unit as a reasonable accommodation. There are available parking spaces near the entrance to her unit that are accessible, but those spaces are available to all residents on a first come, first served basis. The provider must make an exception to its policy to accommodate this resident. (<https://www.justice.gov/crt/us-department-housing-and-urban-development>)
- 2 A tenant with a mobility impairment has difficulty walking more than short distances. His apartment complex has a "first come, first served" parking policy for its tenants. The tenant requests that management grant a reasonable accommodation in its parking policy and reserve a parking space for him near his apartment, due to his disability. The manager must grant the accommodation and reserve a parking space for the tenant. (<http://www.accessiblehousing.org/rights/accommodations.asp>)
- 3 A resident has a respiratory condition that makes it difficult to walk long distances. Although his apartment building has accessible parking spaces near the front entrance, his unit is most easily accessed through the back door. Management must grant his reasonable accommodation request and reserve an accessible parking space for him near the back door to accommodate his disability.

For more detailed information on requesting a reserved parking space in housing, please visit <https://www.justice.gov/crt/us-department-housing-and-urban-development>.



TENANT DIES AFTER INTERCOM NOT WORKING

True story. A few years ago before 2023, the intercom system was not fully functioning for a number of apartments, but particularly mine. I live near the front of the building. So one night, one of the tenants I imagine called to his friends or relatives that he was going to commit suicide. So somewhere around three in the morning, turns out that people are trying to jump the security gate and the parking lot they are banging on the outside building door ferociously, but they cannot get in the building and they cannot get over the security gate. In the meantime, their friend or relative is committing suicide. At the time I lived near the front of the building and my Intercom was not working, but I could've quickly assisted the tenants and friends to get into the building to help their friend, but I couldn't do anything because my Intercom did not work. I couldn't possibly help save that tenant's life. If only the Intercom had worked properly. Few care about that, but I care about it.

Call to Code Enforcement

Hi Point 1522 LLC is owned by Hi Point 1522 Managers LLC. Entity 202114910023. (Statement of Info past due in 2023). Managed by Hi Point 1522 TJ Entity LLC. Managed by Hi Point 1522 Managers Holdco LLC.

2026-1-10 voicemail to inspector 5832

ME JOHNSON

Okay, this is a code enforcement complaint and today is January 16th and this is Geary Johnson. I'll be calling the code enforcement inspector at 213-721-5832 in reference to case 970338.

INSPECTOR VOICEMAIL

I'm am either away from my desk or on another line. Please leave a detailed message, your name, callback number, and most important, your case number, and I will return your call as soon as possible. Thank you very much and have a good day.

JOHNSON

Hi, this is Geary Johnson and it is January 10th about 9 39 p.m. I'm leaving this message. Case number 970338 and your number is 213-721-5832. I'm calling about the code enforcement complaint that is about 14 pages long.

Just wanted to make sure you saw all of it. There's debris behind the garbage dumpster. This has been reported to the owner and it's been witnessed and reported to code enforcement, the SCEP inspector, about a week or two ago.

The debris is still there. There's also a non-working intercom system inside my unit and there's one on the front of the building. It's two different systems.

They're not connected to each other. I reference California building code 11A and 11B if I have the right numbers and those are, I believe, accessibility building codes in reference to two-way communications. There is no interface in my unit.

If it was to connect to the box on the outside of the building, there is no interface. This has been told to the code enforcement inspectors. I do reference 1968 building code section 50 in reference to intercommunication systems.

I don't know if that code section is accurate or not, but I am trying to get information on what are the accurate, what are the accurate, what's the exact building code section number on the state level and what's the exact building code section on the local Los Angeles city level. I need to have that information also. Again, it's January 10th.

This is Geary Johnson. My phone number is 323-807-3099. Okay, thank you very much.

VOICEMAIL

To replay your message, press one.

To continue recording, press two. To delete and rerecord your message, press three.

For delivery options, press four. To send a fax, press six. To cancel this message, press star.

To send this message now, press pound or hang up. Your message has been sent. Thank you for calling. Goodbye.