## DISTINGUISHED LADIES & GENTLEMEN LONG BEACH CITY COUNCIL

June 20, 2006

My name is Jo Ann Nunez and I am 70+, in a wheelchair, and wish to address the elder abuse and planned environmental contamination in Long Beach.

I am personally aware of the problem in the first district, but a well organized network with control of over 10,000 apartments may be in other districts as well.

Many seniors and/or handicapped are housed in toxic buildings and 1986 disclosure law is not adhered to. The network refuses to relocate the victims. My building has materials that can cause cancer and/or birth defects. Some residents are of child bearing age, I believe. There are young children in my building. I have developed cancer while residing in one of the apartments. I do not smoke, nor does anyone in my household.

When disclosure was made for some of the residents, it was in the form of a lease addendum that included waiver of liability. Attorneys were not permitted.

You will see by the attached, they plan to release these toxins not only upon the residents they refuse to relocate, but upon the unsuspecting community. ( $\S$  must)

Elder abuse includes threats, violence, unlawful access to our bank account information, sexual advances, double sets of books to facilitate what appears to be embezzling.

I have personally submitted over 30 documents to City Attorney, and the Chief of Police. The perpetrators are prominent people in the city, and it seems victims are ignored, as well as the evidence. This harms not only vulnerable citizens, but the U. S. Taxpayer as well.

Any citizen has a civic duty to report bona-fide crimes. I am submitting some of the evidence, and if you distinguished ones also report, our protectors may hopefully speed up the process.

Currently, it appears I may be wrongly homeless and network taking my few lawful possessions as I have no where to go for refuge. My activities include horticulture, arts and crafts and other hobbies that do not harm me and/or others.

Thank you for your time.



Date: 12/2/2005

# Disput House

#### Resident Ledger

Code

t0000128

Property

<u>bch</u>

Lease From.

Name

Jo Ann U. Nunez

Unit

0053F Current

Lease To Move In

3/8/1991

Address

**Beach-Wood Apartments** 

Status Rent

0

Move Out

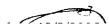
City St. Zip

505 W. 6th Street Long Beach, CA 90802

Phone(O)-

Phone(H)-

Date	Description	Charge	Payment	Balance	Chg/Re
3/31/2005	Security Deposit Due	84.00		84.00	321716
3/31/2005	Genie Deposit Due	25.00		109.00	321717
3/31/2005	Security Deposit set-up 3/31/05.		109.00	0.00	272116
4/1/2005	RENT 04/01/2005 to 04/30/2005	117.00		117.00	320757
4/1/2005	HAP 04/01/2005 to 04/30/2005	575.00		692.00	320758
4/1/2005	Apartment Rent	(117.00)		575.00	321715
4/1/2005	chk# wire :HAP -		575.00	0.00	278460
4/5/2005	Apartment Rent	117.00		117.00	320864
4/5/2005			117.00	0.00	271430
4/13/2005	chk# 1130		117.00	(117.00)	<u>272882</u>
5/1/2005	RENT 05/01/2005 to 05/31/2005	117.00		0.00	322156
5/1/2005	HAP 05/01/2005 to 05/31/2005	575.00		575.00	322157
5/1/2005	chk# wire :HAP -		575.00	0.00	278501
5/1/2005			118.00	(118.00)	306732
5/1/2005	RENT 06/01/2005 to 06/30/2005	118.00		0.00	329215
71/2005	HAP 06/01/2005 to 06/30/2005	574.00		574.00	329216
6/2/2005	:HAP -		574.00	0.00	282198
7/2005	chk# 1146		118.00	(118.00)	282178
/1/2005	RENT 07/01/2005 to 07/31/2005	118.00		0.00	<u>332858</u>
/1/2005	HAP 07/01/2005 to 07/31/2005	574.00		574.00	332859
/2/2005	:HAP -		574.00	0.00	287255
/1/2005	RENT 08/01/2005 to 08/31/2005	118.00		118.00	338607
/1/2005	HAP 08/01/2005 to 08/31/2005	574.00		692.00	338608
/1/2005	Rent Adj IR, 08/01/2005 to 08/31/2005	86.00		778.00	358172
/1/2005	HAP Adj IR, 08/01/2005 to 08/31/2005	(86.00)		692.00	<u>358173</u>
/2/2005	chk# wire :HAP -		574.00	118.00	296598
/10/2005	chk# 1153		118.00	0.00	<u> 291820</u>
/10/2005	chk# 1153		118.00 (	(118.00)	<u> 291852</u>
/1/2005	RENT 09/01/2005 to 09/30/2005	118.00		0.00	<b>3</b> 45359
/1/2005	HAP 09/01/2005 to 09/30/2005	574.00		574.00	345360
/1/2005	Rent Adj IR, 09/01/2005 to 09/30/2005	45.00		619.00	352747
/1/2005	HAP Adj IR, 09/01/2005 to 09/30/2005	(45.00)		574.00	352748
/2/2005	chk# wire :HAP -		574.00	0.00	296641



£/2005	chk# 104	1	118.00	(118.00)	29698
0/1/2005	RENT 10/01/2005 to 10/31/2005	118.00		0.00	
10/1/2005	HAP 10/01/2005 to 10/31/2005	574.00		574.00	
10/1/2005	Rent Adj IR, 10/01/2005 to 10/31/2005	45.00		<del> </del>	
10/1/2005		(45.00)		619.00	
10/2/2005		(43.00)	574.00	574.00	
10/5/2005	chk# 108 RENTAL ADJ PER INTERIM 9/05 AND 10/05, PLUS NOV.	<del> </del>	574.00	0.00	<u>301316</u>
10/5/2005	RENT 45+45+163=253		253.00	(253.00)	299724
11/1/2005	RENT 11/01/2005 to 11/30/2005	163.00		(90.00)	352751
11/1/2005	HAP 11/01/2005 to 11/30/2005	529.00		439.00	352752
11/2/2005	:HAP -		439.00	0.00	
11/7/2005	chk# 114	<del>  </del>		(368.00)	306338
12/1/2005	RENT 12/01/2005 to 12/31/2005	163.00			304860
12/1/2005		529.00		(205.00)	358212
·		329.00		324.00	<u>358213</u>



Date: 2/1/2006

#### Resident Ledger (Non HAP)

Code

t0000128

**Property** 

<u>bch</u>

Lease From

Name

Jo Ann U. Nunez

505 W. 6th Street

Unit

0053F

Lease To

**Address** 

**Beach-Wood Apartments** 

Status Rent

Current

Move In Move Out 3/8/1991

City St. Zip

Long Beach, CA 90802

Phone(O)-

Phone(H)-

Date	Description	Charge	Payment	Balance	Chg/Rec
3/31/2005	Security Deposit Due	84.00		84.00	<u>321716</u>
3/31/2005	Genie Deposit Due	25.00		109.00	321717
3/31/2005	Security Deposit set-up 3/31/05.		109.00	0.00	<u>272116</u>
4/1/2005	RENT 04/01/2005 to 04/30/2005	117.00		117.00	320757
4/1/2005	Apartment Rent	(117.00)		0.00	<u>321715</u>
4/5/2005	Apartment Rent	117.00		117.00	<u>320864</u>
4/5/2005			117.00	0.00	271430
4/13/2005	chk# 1130		117.00	(117.00)	<u>272882</u>
5/1/2005	RENT 05/01/2005 to 05/31/2005	117.00		0.00	<u>322156</u>
5/1/2005			118.00	(118.00)	<u>306732</u>
6/1/2005	RENT 06/01/2005 to 06/30/2005	118.00		0.00	<u>329215</u>
6/7/2005	chk# 1146		118.00	(118.00)	<u>282178</u>
7/1/2005	RENT 07/01/2005 to 07/31/2005	118.00		0.00	<u>332858</u>
8/1/2005	RENT 08/01/2005 to 08/31/2005	118.00		118.00	<u>338607</u>
8/1/2005	Rent Adj IR, 08/01/2005 to 08/31/2005	86.00		204.00	<u>358172</u>
8/10/2005	chk# 1153		118.00	86.00	<u>291820</u>
8/10/2005	chk# 1153		118.00	(32.00)	<u>291852</u>
9/1/2005	RENT 09/01/2005 to 09/30/2005	118.00		86.00	<u>345359</u>
9/1/2005	Rent Adj IR, 09/01/2005 to 09/30/2005	45.00		131.00	<u>352747</u>
9/28/2005	chk# 104		118.00	13.00	<u>296985</u>
10/1/2005	RENT 10/01/2005 to 10/31/2005	118.00		131.00	<u>350700</u>
10/1/2005	Rent Adj IR, 10/01/2005 to 10/31/2005	45.00		176.00	<u>352749</u>
10/5/2005	chk# 108 RENTAL ADJ PER INTERIM 9/05 AND 10/05, PLUS NOV. RENT 45+45+163=253		253.00	(77.00)	299724
11/1/2005	RENT 11/01/2005 to 11/30/2005 .	163.00		86.00	<u>352751</u>
11/7/2005	chk# 114		368.00	(282.00)	<u>304860</u>
12/1/2005	RENT 12/01/2005 to 12/31/2005	163.00		(119.00)	<u>358212</u>
1/1/2006	RENT 01/01/2006 to 01/31/2006	163.00		44.00	<u> 364114</u>
1/9/2006	chk# 119		121.00	(77.00)	<u>315739</u>
2/1/2006	RENT 02/01/2006 to 02/28/2006	163.00		86.00	<u>367996</u>

### Beach-Wood Apartments

475 West Fifth Street \* 505 West Sixth Street Long Beach, CA. 90802 (562) 436-2182 \* (562) 624-2991 Fax

March 18, 2005

To All Residents

RE: Unit Inspections for Rehabilitation Project

Dear Residents:

On Wednesday, March 2/ at 8:00 am, we will have a Lender who is assisting LOMCO Property Management with the Rehabilitation for our buildings interior and exterior.

We will be entering each unit to inspect the condition of the kitchen, living room, bedroom and bathroom areas. We are <u>ONLY</u> looking at the condition of each unit.

To assist us in this matter, you may either be home at the time of the inspection or we will be entering the unit without your presence. You will be given a 24hr Notice of Intent for Entry.

Once again, we are **ONLY** looking at the condition of each unit. Thank you for your cooperation.

Yours truly, Meka Levester Administrator Adec 2005 -

Control of the Contro					
Unit Inspection Report  Apr. #53F					
Move in Manual De Apr. #53F					
Move-out					
inspected by					
Resident Name Je Am Nunez					
KTICIUM Condition Repair Newland Accompanie					
Plange Good Pair Foor Commence Interested Good Fair Foor Repairs Nee-led					
Range flood (Comments)					
Parts and all Holland					
Floor Floor					
Sink Sink Cover Paris					
Slink ATO Y DIA Fauces					
Disposal Faucets					
Cables Toller					
Extraust Fan					
LIVING DINING AREA Med. Cabinet					
Ceiling AISCELLANEOUS					
Drapes  Balcony/Tatio  Balcony/Tatio					
Screena-Glass Balcony/Tatio					
Heat/AC Fett Kindt MA					
Ilousckeeping					
Reactics?					
Walls Walls					
Celling VODI Mathew					
Carpeting					
Drapes Ath. War of					
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(3) of lalen floors					
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When U. hum G. denied to ten the Break away					
Allen U. hung denied to tenants					
Olgristure of Resident who made this inspection					
Algrianure of Owner's Representative					

#### ADDENDUM TO RENTAL AGREEMENT SUBSTANCES REGULATED PURSUANT TO CALIFORNIA'S PROPOSITION 65

The Beach-Wood Apartments, located at 475 W. 5<sup>th</sup> Street & 505 W. 6<sup>th</sup> Street. Long Beach, California (hereafter referred to as "The Apartments"), owner and agents hereby disclose to Tenant that chemicals listed under the California Safe Drinking Water and Toxic Enforcement Act (Proposition 65), are used in building materials, and in products used to maintain the property, and be emitted as a result of the activities of tenants and guests. In addition, other listed chemicals are present in some of the building materials, in products used to maintain the property and are emitted as a result of the activities of tenants and guests. In accordance with Proposition 65, the following warning is provided:

#### WARNING

THIS APARTMENT COMPLEX CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, AND BIRTH DEFECTS AND QTHER REPRODUCTIVE HARM. THESE CHEMICALS ARE CONTAINED IN SOME BUILDING MATERIALS, IN SOME OF THE PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND IN EMISSIONS, FUMES, AND SMOKE FROM TENANT AND GUEST ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, USE OF MOTOR VEHICLES, BARBEQUES, AND TOBACCO PRODUCTS. DISTURBANCE OF OR DAMAGE TO INTERIOR APARTMENT SURFACES MAY INCREASE THE POTENTIAL FOR EXPOSURE TO THESE SUBSTANCES.

(CALIFORNIA HEALTH AND SAFETY CODE §25249.5 ET SEQ.)

Tenants and their guests shall not use or keep in the Premises, or cause to enter or remain in the Premises, any chemical or substance, including without limitation, materials identified as hazardous or toxic under any federal, state, or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials. As to consumer products that contain chemicals listed by the State of California pursuant to Proposition 65, Tenants and their guests shall only use such products in accordance with the label instructions and shall promptly dispose of all unused product in accordance with State and local waste disposal requirements. Tenants and their guests shall exercise great care to avoid exposing other tenants and guests to fumes, exhaust, second hand tobacco smoke and other emissions that result from Tenant and their guests use and enjoyment of the Premises.



- II.
- The Apartments, owner and agents hereby discloses to Tenants that water fixtures (e.g., pipes, faucets) present in the Premises may contain chemicals known to the State of California to cause cancer and birth defects and other reproductive harm. These chemicals may be present in detectable amounts in water that is allowed to stand in such fixtures prior to use. Tenant agrees to always run water faucets for at least two seconds to clear the faucet and pipes of standing water prior to use.
- III. Indemnity Without limiting any other indemnification provisions contained in this agreement, Tenant agrees to release, indemnify, defend and hold harmless The Apartments and its officers, directors, agents, employees, representatives, shareholders, affiliates, successors and assigns from and against any and all claims, demands, damages, liabilities, fines, penalties, action, causes of action, suits, costs and expenses, including without limitation reasonable attorney's fees and costs, whether instituted by Tenant or by any third party, arising out of or relating to, directly or indirectly, Tenant's breach of any of the terms of Section I above, or any of the rules and regulations prescribed by The Apartments, owner and agents pursuant to Section II above.

This is a legally binding document. Tenant(s) is encouraged to consult an attorney regarding the rental terms, including this document, before signing. By signing below, Tenant(s) acknowledges that he/she has read and understood the entire document and expressly agrees to each of the provisions set forth herein.

Tenant name (printed):	Tenant signature:
LOANN 4. NUNEZ	John M kung
date:	
for The Apartment: Ching of Ru	date: 4/22/02

Licensee # 3008

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ATTORNEYS NOT MITTED