Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

Removed from:

Jefferson Circuit Court (Case No. 25-CI-002530)
and Jefferson District Court (Case No. 25-C-003961)

U.S. District Court – (6th Circuit)
(LOUISVILLE DIVISION)

CASE:

Judge:

Filed: May 12, 2025

EXHIBIT PACKET (PLACEHOLDER)

AND TABLE OF CONTENTS FOR OVER

400 PAGES OF FILED DOCUMENTS

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF KENTUCKY:

- **EXHIBIT PACKET (PLACEHOLDER)**

  Filed in Support of: Emergency Notice of Removal and Motion for TRO

  Case: Feldman v. SREIT IVY LOUISVILLE, LLC, et al.

  U.S. District Court for the Western District of Kentucky

  Date: May 13, 2025

- ---

- This Exhibit Packet includes a Table of Contents detailing all filings, motions, and court records previously submitted in the following related state actions:
- **Jefferson Circuit Court Case No. 25-CI-002530**
- **Jefferson District Court Case No. 25-C-003961**
- Due to procedural restrictions and Plaintiff's current hospitalization, the full exhibit set **cannot yet be electronically filed**. Plaintiff respectfully submits this Table of Contents as a placeholder and will promptly upload the full Exhibit Packet in electronic format **upon assignment of a federal case number and ECF login access**.
- Plaintiff requests that the Court accept this preliminary filing and allow supplemental submission once ECF access is granted. The electronic file was electronically served to all parties.
- The Table of Contents for all filings is as follows:

TABLE OF CONTENTS FOR

ALL FILINGS IN RELATED CASES 25-CI-002530 AND 25-C-003961

📘 **DOCUMENT 1: Cover Letter for Emergency TRO & ADA Request**

Filed: March 31, 2025

- Introductory Summary of TRO Emergency Filing – PDF 1, 1 – ♦¶6
- ADA Accommodation & Remote Filing Request – PDF 2, 2 – ♦¶6
- Courier Authorization (Fairness Campaign) – PDF 2, 2 – ♦¶22
- Forthcoming Verified Complaint Notice – PDF 3, 3 – ♦¶6

📘 **DOCUMENT 2: Motion for Temporary Restraining Order & Request for Ex Parte Relief**

Filed: March 31, 2025

- CR 65.04 Standard for TRO – PDF 4, 1 – ♦¶21
- Possession of Apartment 3303 & Storage Units S3/S4 – PDF 5, 2 – ♦¶1
- Eviction Trap & Non-payment Scheme – PDF 5, 2 – ♦¶10
- Whistleblower History & Prior Retaliation – PDF 6, 3 – ♦¶12
- Permanent Medical Harm, Vision Loss – PDF 6, 3 – ♦¶21
- Legal Standards & Rent-Offset Law – PDF 7, 4 – ♦¶15
- Prayer for Relief (1–4) – PDF 7, 4 – ♦¶23
- Verified Signature (Mar 31 2025) – PDF 8, 5 – ♦¶3

📘 **DOCUMENT 3: Memorandum of Points & Authorities in Support of TRO**

Filed: March 31, 2025

- Standard for TRO (CR 65.04) – PDF 10, 1 – ♦¶1
- I. Likelihood of Success – PDF 10, 1 – ♦¶7
- II. Irreparable Harm – PDF 10, 1 – ♦¶18
- III. Balance of Equities – PDF 11, 2 – ♦¶6
- IV. Public Interest – PDF 11, 2 – ♦¶17
- V. Verified Civil Complaint Pending – PDF 12, 3 – ♦¶2
- VI. Points & Authorities – PDF 12, 3 – ♦¶8
- Statutory Citations (FHA, ADA, KRS…) – PDF 13, 4 – –
- Case Law Supporting TRO & Damages – PDF 14, 5 – –
- Conclusion – PDF 15, 6 – –

📘 **DOCUMENT 4: Sworn Declaration in Support of TRO**
Filed: March 31, 2025

- Declaration of Medical Disability – PDF 16, 1 – ♦¶1
- Nonpayment Entrapment Tactics – PDF 17, 2 – ♦¶3
- Permanent Vision Loss & HIV Risk – PDF 17, 2 – ♦¶4
- Whistleblower Retaliation & Housing Harm – PDF 17, 2 – ♦¶6
- Fraud by Prior Landlord – PDF 17, 2 – ♦¶6
- Damages Claim Exceeding $1M – PDF 17, 2 – ♦¶8
- Request for TRO to Preserve Rights – PDF 17, 2 – ♦¶9
- Verification – PDF 18, 3 – ♦¶10

📘 **DOCUMENT 5: Remote Appearance Request for TRO**
Filed: March 31, 2025

- ADA Basis for Remote Appearance – PDF 19, 1 – ♦¶13
- Technical Compliance (Zoom Access) – PDF 20, 2 – ♦¶5

📘 **DOCUMENT 6: [Proposed] Temporary Restraining Order**
Filed: March 31, 2025

- Findings of Irreparable Harm – PDF 21, 1 – ♦¶15
- TRO Scope: Eviction Prohibition & Storage Protection – PDF 22, 2 – ♦¶1
- Duration of Order – PDF 22, 2 – ♦¶22
- Scheduling Clause for Hearing – PDF 22, 2 – ♦¶25
- Judicial Signature Line – PDF 22, 2 – ♦¶26

📘 **DOCUMENT 7: Notice of TRO Application & Ex Parte Service**
Filed: March 31, 2025

- Notice of TRO Service & Filing – PDF 23, 1 – ♦¶6
- Advance Notice to Opposing Counsel – PDF 24, 2 – ♦¶3
- Verification – PDF 25, 3 – ♦¶6

📘 **DOCUMENT 8: Proof of Service for TRO Application**
Filed: March 31, 2025

- Draft & Final TRO Sent to Opposing Counsel – PDF 26, 1 – ♦¶1
- Verified Electronic Service to Rawn Law – PDF 27, 2 – ♦¶2
- Good Faith Compliance Declaration – PDF 27, 2 – ♦¶4
- Verification – PDF 27, 2 – ♦¶5

📘 **DOCUMENT 9: Eviction Complaint Filed by Highmark**
Filed: April 1, 2025
• Forcible Detainer Complaint Form (District Court) – PDF 28, 1 – ▪¶1
• Rent Default for March 2025 – PDF 28, 1 – ▪¶3
• Eviction Demand & Lease Violation Allegations – PDF 28, 1 – ▪¶4

📘 **DOCUMENT 10: Eviction Notice & Court Hearing Scheduling**
Filed: April 1, 2025
• Notice of Trial Date: May 13, 2025 – PDF 29, 1 – ▪¶1
• Summons Served on Tenant – PDF 29, 1 – ▪¶2
• Sheriff's Certificate of Posting – PDF 29, 1 – ▪¶3

📘 **DOCUMENT 11: Proposed Judgment – Forcible Detainer Ruling**
Filed: April 1, 2025
• Guilty Finding of Forcible Detainer – PDF 30, 1 – ▪¶1
• Restitution of Premises Ordered – PDF 30, 1 – ▪¶2
• Judgment to Vacate in 7 Days – PDF 30, 1 – ▪¶3

📘 **DOCUMENT 12: Supplemental Declaration to Support TRO**
Filed: April 7, 2025
• Introduction and Declaration Scope – PDF 31, 1 – ♦¶1
• Exhibit A – HUD Complaint (with attachments) – PDF 39, 9 – ♦¶10
• Exhibit B – Eviction Complaint Filed April 1 – PDF 128, 98 – ♦¶11
• Exhibit C – Plaintiff Email Rejecting Offer – PDF 130, 100 – ♦¶14
• Lease Obstruction and Nonpayment Setup – PDF 131, 101 – ♦¶15
• Retaliatory Eviction Pattern & History – PDF 134, 104 – ♦¶16
• Medical Harm and Civil Rights Violations – PDF 135, 105 – ♦¶17
• Request for Sanctions & TRO – PDF 137, 107 – ♦¶19
• Proposed Order Filing – PDF 138, 108 – ♦¶20
• Points and Authorities – Retaliation, ADA, Civil Code – PDF 139, 109 – ♦¶21
• Case Law Citations – TRO & Housing Claims – PDF 140, 110 – ♦¶22
• Conclusion and Verification – PDF 158, 128 – ♦¶23

📘 **DOCUMENT 13: Plaintiff Proposed Order (April 7 Filing)**
Filed: April 7, 2025
• Findings of Irreparable Harm – PDF 159, 1 – ♦¶15
• TRO Scope: Eviction Prohibition & Storage Protection – PDF 160, 2 – ♦¶1
• Duration of Order – PDF 160, 2 – ♦¶22
• Scheduling Clause for Hearing – PDF 160, 2 – ♦¶25
• Judicial Signature Line – PDF 160, 2 – ♦¶26

📘 **DOCUMENT 14: Notice of Filing for April 7th TRO Submission**
Filed: April 7, 2025
• Notice of TRO Filing and ADA Context – PDF 163, 1 – ♦¶6
• Supplemental Declaration and Emergency Materials – PDF 164, 2 – ♦¶8

📘 **DOCUMENT 15: Proof of Service – April 7 Filing**
Filed: April 7, 2025
• Notice of Email Delivery to Defense Counsel – PDF 165, 1 – ♦¶1
• Confirmation of Filing Transmission – PDF 166, 2 – ♦¶3

📘 **DOCUMENT 16: Defendant Response to Plaintiff's TRO Motion**
Filed: April 8, 2025
• General Denial of Allegations – PDF 168, 1 – ▪¶1
• Rebuttal to Plaintiff's Legal Grounds – PDF 169, 2 – ▪¶5
• Request to Deny Relief – PDF 170, 3 – ▪¶10

📘 **DOCUMENT 17: Cover Letter to Clerk for April 9 Filing**
Filed: April 9, 2025
• Cover Letter Overview and Court Courtesy – PDF 174, 1 – ♦¶6

📘 **DOCUMENT 18: Second Supplemental Declaration by Plaintiff**
Filed: April 9, 2025
• Declaration Summary of New Evidence – PDF 177, 1 – ♦¶6
• Exhibits and Attachments List – PDF 184, 8 – ♦¶12

📘 **DOCUMENT 19: Index of April 9 Filings**
Filed: April 9, 2025
• Comprehensive Filing Index Overview – PDF 185, 1 – ♦¶3
• Cross-Reference of Documents & Relief Sought – PDF 186, 2 – ♦¶5

📘 **DOCUMENT 20: Proof of Service – April 9 Packet**
Filed: April 9, 2025
• Certification of Electronic Filing & Delivery – PDF 198, 1 – ♦¶2

📘 **DOCUMENT 21: Court Order Denying TRO**
Filed: April 9, 2025
• Judicial Findings and Order – PDF 201, 1 – ▪¶1
• Signed Judicial Denial of Relief – PDF 204, 4 – ▪¶2

📘 **DOCUMENT 22: Cover Letter – Notice of Intent to File CR 59.05**
Filed: April 11, 2025
• Request to Clerk for Judicial Review – PDF 205, 1 – ♦¶26
• Statement Regarding Prior Verified Submissions – PDF 206, 2 – ♦¶14

📘 **DOCUMENT 23: Notice of Intent to File Motion for Reconsideration**
Filed: April 11, 2025
• I. INTRODUCTION – PDF 207, 3 – ♦¶26
• II. PROCEDURAL FAILURES AND JUDICIAL NOTICE – PDF 209, 5 – ♦¶10
• III. COURT'S JURISDICTION TO ISSUE TRO RELIEF – PDF 210, 6 – ♦¶13
• IV. CALL FOR SUA SPONTE CORRECTION AND REQUEST FOR JUDICIAL CLARIFICATION – PDF 212, 8 – ♦¶5
• V. ANTICIPATED FILINGS – PDF 213, 9 – ♦¶3
• VI. INCIDENT-BY-INCIDENT RECORD CROSS-REFERENCE – PDF 214, 10 – ♦¶1
• VII. SANCTIONABLE VIOLATIONS AND ADA-RELATED PROCEDURAL OBSTRUCTION – PDF 225, 21 – ♦¶6
• VIII. CONCLUSION AND REQUEST FOR IMMEDIATE REVIEW – PDF 228, 24 – ♦¶1
• VERIFICATION – PDF 229, 25 – ♦¶8

📘 **DOCUMENT 24: Proof of Service – April 11 Notice**
Filed: April 11, 2025
• Declaration of Email and Physical Delivery – PDF 235, 29 – ♦¶1
• Service Recipients and Methods – PDF 236, 30 – ♦¶10
• Verification – PDF 237, 31 – ♦¶5

📘 **DOCUMENT 25: Court Order Denying Future Filings**
Filed: April 17, 2025
• Interpretation of April 11 Notice as CR 59.05 – PDF 238, 32 – ▪¶1
• Bar on Further Pro Se Filings – PDF 239, 33 – ▪¶15

📘 **DOCUMENT 26: Cover Letter to Clerk (April 21 Filings + Press Release)**
Filed: April 21, 2025
• Motions Summary for Reconsideration – PDF 240, 34 – ♦¶8
• Public Press Release on Court Misconduct – PDF 241–244, 35–38 – ♦¶1

📘 **DOCUMENT 27: Motion for Clarification & Reconsideration (April 21)**
• 1. Legal Authority Supporting This Motion – PDF 245, 39 – ♦¶1
• 2. Plaintiff's Filing Was a Notice of Intent, Not a Final Motion – PDF 245, 39 – ♦¶11
• 3. The Order Denied Plaintiff's Right to File – PDF 245, 39 – ♦¶21
• 4. Bar on Future Filings – PDF 246, 40 – ♦¶1
• 5. Reference to "Ex Parte" Communications – PDF 246, 40 – ♦¶10
• 6. ADA Denial and Disability Statement – PDF 246, 40 – ♦¶20
• 7. Request for Notice & Remote Appearance – PDF 247, 41 – ♦¶1
• WHEREFORE + Relief Requested – PDF 247, 41 – ♦¶10
• VERIFICATION – PDF 248, 42 – ♦¶1

📘 **DOCUMENT 28: Motion to Reconsider April 9 Dismissal Order (April 21)**
• Summary of Jurisdiction & TRO Law – PDF 249, 43 – ♦¶1
• Clarification of Factual Record & Cross-References – PDF 249–250, 43–44 – ♦¶15–45
• CR 11 Argument on Defendant Conduct – PDF 251, 45 – ♦¶1
• Legal Citations & TRO Misapplication – PDF 252, 46 – ♦¶1
• Conclusion and Verification – PDF 253, 47 – ♦¶10

📘 **DOCUMENT 29: Notice of Filing – Reconsideration Packet**
Filed: April 21, 2025
• Filing Index and Certification – PDF 254, 48 – ♦¶5

📘 **DOCUMENT 30: Proof of Service – April 21 Motions**
Filed: April 21, 2025
• Service Log: Email/Physical – PDF 255, 49 – ♦¶1
• Verification – PDF 256, 50 – ♦¶24

📘 **DOCUMENT 31: Order Denying Clarification/Reconsideration**
Filed: April 28, 2025
• Denial and Notice of Filing Bar – PDF 257, 51 – ▪¶2

📘 **DOCUMENT 32: Defendant Motion to Dismiss and for Sanctions**
Filed: May 2, 2025
• CR 12.02 Motion and CR 11 Arguments – PDF 258, 52 – ♦¶3
• Request for Dismissal – PDF 259, 53 – ♦¶1
• Relief Sought – PDF 260, 54 – ♦¶12

📘 **DOCUMENT 33: Memo of Points & Authorities (Dismiss/Sanctions)**
Filed: May 2, 2025
• Legal Standards for Dismissal – PDF 261, 55 – ♦¶1
• Sanctions and Precedent (CR 11) – PDF 262, 56 – ♦¶15
• ADA & Retaliation Grounds – PDF 263, 57 – ♦¶30
• Conclusion – PDF 264, 58 – ♦¶44

📘 **DOCUMENT 34: Exhibit A – Supplemental Verified Declaration**
Filed: May 2, 2025 (Duplicate of Document 12)
• Introduction and Declaration Scope – PDF 265, 59 – ♦¶1
• Exhibit A – HUD Complaint (with attachments) – PDF 273, 67 – ♦¶10
• Exhibit B – Eviction Complaint Filed April 1 – PDF 362, 156 – ♦¶11
• Exhibit C – Plaintiff Email Rejecting Offer – PDF 364, 158 – ♦¶14
• Lease Obstruction and Nonpayment Setup – PDF 365, 159 – ♦¶15
• Retaliatory Eviction Pattern & History – PDF 368, 162 – ♦¶16
• Medical Harm and Civil Rights Violations – PDF 369, 163 – ♦¶17
• Request for Sanctions & TRO – PDF 371, 165 – ♦¶19
• Proposed Order Filing – PDF 372, 166 – ♦¶20
• Points and Authorities – Retaliation, ADA, Civil Code – PDF 373, 167 – ♦¶21
• Case Law Citations – TRO & Housing Claims – PDF 374, 168 – ♦¶22
• Conclusion and Verification – PDF 392, 186 – ♦¶23

📘 **DOCUMENT 35: Sworn Declaration of Defendant**

Filed: May 2, 2025

- Identity & Contact Info – PDF 427, ¶1
- ADA Barriers in Court – PDF 427, ¶3
- Clerk/Coordinator Communications – PDF 428, ¶12
- Verified Factual Declaration – PDF 428, ¶18
- Retaliation and Medical Denial – PDF 429, ¶25
- Filing History Cross-Reference – PDF 430, ¶40
- Prayer for Relief – PDF 430, ¶45
- Final Verification – PDF 431, ¶50

📘 **DOCUMENT 36: Affidavit of Jo Anne Feldman**

Filed: May 2, 2025

- Declarant Identity & Relationship to Plaintiff – PDF 431, 1 – ♦¶1
- Chronology of Filing Assistance & Court Visits – PDF 431, 1 – ♦¶7
- Statement of Disability and Physical Strain – PDF 432, 2 – ♦¶13
- Observations of Court Access Issues – PDF 432, 2 – ♦¶19
- Verification and Affirmation – PDF 432, 2 – ♦¶24

📘 **DOCUMENT 37: Motion for Remote Appearance and ADA Accommodation**

Filed: May 2, 2025

- Request for Video Access Due to Disability – PDF 438, 1 – ♦¶1
- Summary of Prior ADA Requests – PDF 438, 1 – ♦¶7
- Cited Statutes: ADA Title II & Local Rules – PDF 439, 2 – ♦¶16
- Request for Email Filing & Notice Rights – PDF 439, 2 – ♦¶26
- Relief Sought – PDF 439, 2 – ♦¶36
- Signature & Verification – PDF 439, 2 – ♦¶45

📘 **DOCUMENT 38: [Proposed] Order – Dismissal with Prejudice**

Filed: May 2, 2025

- Court Order Text (CR 12.02 Grounds) – PDF 440, 1 –
- Findings on Jurisdiction, Sanctions, and Dismissal – PDF 440, 1 –
- Judge Signature Line – PDF 440, 1 –

📘 **DOCUMENT 39: [Proposed] Order – CR 11 Sanctions**
Filed: May 2, 2025

- Order to Impose CR 11 Sanctions – PDF 441, 1 –
- Defendant's Cost Affidavit & Relief Request – PDF 441, 1 –
- Signature Line – PDF 441, 1 –

📘 **DOCUMENT 40: [Proposed] Order – ADA Remote Appearance**
Filed: May 2, 2025

- Order Allowing Zoom Appearances – PDF 443, 1 –
- Service Accommodations & E-Filing Rights – PDF 443, 1 –
- Signature Line – PDF 443, 1 –

📘 **DOCUMENT 41: Notice of Filing – May 2 Defense Packet**
Filed: May 2, 2025

- Index of Attached Motions & Orders – PDF 445, 1 – ♦¶1

📘 **DOCUMENT 42: Proof of Service – May 2 Filing Packet**
Filed: May 2, 2025

- Certification of Email and Physical Delivery – PDF 447, 1 – ♦¶1
- Date, Method, and Recipient List – PDF 447, 1 – ♦¶10
- Signature and Final Page – PDF 447, 1 – ♦¶20

Respectfully submitted,

Daniel J. Feldman, Ph.D. Date: May 12, 2025

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: _____

CASE: _____

COVER LETTER FOR THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT

Emergency TRO Filing Request – Disability & Remote Access Accommodation (Feldman v. Ivy et al.)

To the Clerk of the Jefferson County Circuit Court:

I am writing to request immediate assistance in filing an emergency **ex parte motion for a Temporary Restraining Order (TRO)** in a housing matter that may result in my unlawful eviction as early as **TODAY, April 2, 2025**.

I am a **disabled pro se litigant** and currently located in **Costa Rica**, where I am undergoing long-term medical care. Due to both my **disability and international location**, I am **physically unable to appear in person** or deliver documents to the courthouse. I am therefore requesting:

1. **Permission to file the attached TRO packet by email** or through any other immediate electronic method.
2. **Accommodations under the Americans with Disabilities Act (ADA)** to permit remote filing and a remote (Zoom/video) appearance for any emergency hearing on this matter.

I am facing irreparable harm due to the actions of my landlord and their legal counsel, who have blocked all payment options while refusing to process my move-out notice, in order to manufacture a false eviction. This is the subject of my emergency TRO request.

Authorization to File on My Behalf

I, **Daniel J. Feldman, Ph.D.**, am the Plaintiff in this matter and am currently self-represented (pro se). I am located abroad due to medical disability and unable to appear in person to file urgent court documents related to an emergency Temporary Restraining Order (TRO).
I hereby authorize **Alexander or any representative from the Fairness Campaign** to physically deliver and file my TRO packet with the Clerk of Court on my behalf. This individual is acting solely as a courier and is not serving as my legal representative or providing legal services of any kind.

I am currently finalizing a Verified Civil Complaint based on the same facts outlined in the TRO, involving serious personal injury, permanent medical harm, and retaliatory actions by the Defendants. That complaint will seek damages in excess of $1 million and will be filed in this Court without delay.

Please confirm receipt of this letter and advise if the Court will accept this filing or if there are options to send by email or instruct me on how to file remotely. I am prepared to submit all required documents in PDF format immediately. I am also attaching a separate written request for remote appearance due to my disability.

Thank you for your understanding and urgent attention.

Sincerely,

Dr. Daniel J. Feldman, Ph.D.

Email: danieljfeldmanphd@gmail.com
Phone/WhatsApp: +1 (307) 699-3223
Pro Se Plaintiff
Currently located in Costa Rica

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN, Plaintiff, v. SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3, Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY DIVISION: _____ CASE: _____ Judge: Action Filed: March 31, 2025 **MOTION FOR TEMPORARY RESTRAINING ORDER AND REQUEST FOR EX PARTE RELIEF**

To the Honorable Judge of the Circuit Court for Jefferson County

COMES NOW Plaintiff, Daniel J. Feldman, Ph.D., pro se, pursuant to Kentucky Rule of Civil Procedure 65.04, and respectfully moves this Honorable Court to grant a **Temporary Restraining Order (TRO)** enjoining the Defendants from initiating or continuing any eviction action or legal possession efforts based on alleged non-payment of rent, obstructing access to the

premises or storage units, or taking any retaliatory action related to Plaintiff's exercise of housing rights.

Plaintiff specifically asserts **continued legal possession of not only Apartment 3303, but also Storage Units S3 and S4,** both of which are tied to his lease and are subject to the same threats of unlawful access and interference. The requested TRO applies equally to the apartment and both storage units.

Plaintiff is a long-term tenant of The Ivy Apartment Homes. On **February 4, 2025, Plaintiff submitted a proper move-out notice**. Ivy management refused to process or acknowledge this form. Under KRS § 383.695(2), **Plaintiff lawfully retains possession of the apartment through automatic renewal**. Despite repeated attempts to coordinate payment, Ivy and their legal counsel **have refused to provide instructions for how to pay rent, refused to acknowledge offset claims, and obstructed payment efforts**, including turning away Plaintiff's authorized representative—his 81-year-old mother.

Without immediate injunctive relief, **Plaintiff faces irreparable harm: loss of possession, wrongful eviction proceedings, emotional trauma, and potential loss of critical medical property**. These harms cannot be adequately compensated by monetary damages alone. Plaintiff is currently out of the country, and **Defendants have used this knowledge to exploit his vulnerability and isolate him from the legal process**.

Plaintiff also believes that this harassment is **motivated in part by his previous role as a whistleblower**. In 2017, Plaintiff **reported a narcotics manufacturing operation** being run by his former landlord in California. That landlord subsequently engaged in a **campaign of slander**

and retaliation. In 2019–2020, she attempted to evict Plaintiff under **false allegations of elder abuse—allegations which were defeated when Plaintiff produced audio evidence of her attorney suborning perjury about violent conduct by the landlord, her employees, and her family during a publicly broadcast meeting.** Plaintiff believes **Defendants in this case are acting in coordination with her or relying on those fabricated claims.** These attacks have already resulted in the **wrongful death of Plaintiff's partner, harm to his animals, and severe emotional and reputational injury**. In choosing to align with this known source of harm, **Defendants have perpetuated the abuse of a whistleblower and a victim.**

Plaintiff is currently finalizing a Verified Civil Complaint based on the same events outlined in this TRO. That complaint will seek **damages in excess of $1 million**, including for **permanent vision loss, emergency medical harm, denial of medication**, **and intentional interference with housing and civil rights**. The civil complaint will be filed in this Court without delay.

Additionally, the **HUD Complaint** and related filings have been formally forwarded to the **Kentucky Attorney General's Consumer Protection Division** and the **Fairness Campaign** (LGBTQ+ Civil Rights & Housing Justice). Summaries of these complaints—excluding personally identifiable information—are being publicly shared on social media and tenant advocacy forums to alert others of the discriminatory, retaliatory, and harassing conduct by the defendants. **Specific complaints regarding the professional misconduct of John R. Benz and Michelle Rawn have also been submitted** to multiple legal review and ethics reporting platforms.

Plaintiff intends to remain in possession of Apartment 3303 and Storage Units S3 and S4, month-to-month, as permitted under Kentucky law, and pursuant to the Ivy's failure to

process Plaintiff's February 4 notice. **No rent or penalties may lawfully be demanded unless and until: (1) Defendants provide a valid written accounting and method of payment**; (2) **apply setoff against the documented $4,360+ in unreimbursed tenant claims**; and (3) **cease all retaliation, coercion, and obstruction of communication**. Until these conditions are met, and in light of the violations of KRS §§ 383.695(2), 383.705, and 383.615**, Plaintiff asserts that any attempt to enforce rent without compliance is unlawful, Plaintiff's possession remains lawful**, and **Plaintiff is not financially liable for any claimed balance arising from Defendants' own failure to perform.**

WHEREFORE, Plaintiff respectfully prays that the Court:

1. **Grant a Temporary Restraining Order** enjoining Defendants from pursuing eviction or legal possession efforts;
2. **Order that no lockout, property interference, or retaliatory contact** shall occur with respect to Apartment 3303 or Storage Units S3 and S4;
3. **Set this matter for an emergency hearing**, permitting Plaintiff to appear remotely;
4. **Grant any further relief** the Court deems just and proper.

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Motion is true and correct to the best of my knowledge.

Executed on March 31, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: _____

CASE: _____

Judge:

Action Filed: March 31, 2025

MEMORANDUM OF POINTS AND AUTHORITIES

TO SUPPORT A TEMPORARY RESTRAINING ORDER

AND REQUEST FOR EX PARTE RELIEF

Plaintiff, Dr. Daniel J. Feldman, submits this Memorandum in support of his Ex Parte Motion for a Temporary Restraining Order pursuant to Kentucky Rule of Civil Procedure (CR) 65.04.

Under CR 65.04, a Temporary Restraining Order may be granted when the moving party shows:

(1) A substantial likelihood of success on the merits;

(2) Irreparable harm absent relief;

(3) That the balance of equities favors the movant; and

(4) That the injunction serves the public interest.

I. Substantial Likelihood of Success on the Merits

Plaintiff has submitted a verified declaration and supporting documentation detailing clear, documented, and repeated misconduct by Defendants—including obstruction of rent payments, refusal to acknowledge a valid move-out notice, denial of medical accommodations, unauthorized lockouts, and repeated retaliatory eviction threats. These actions constitute violations of **KRS § 383.705**, the **Fair Housing Act**, and the **Americans with Disabilities Act**, among others.

II. Irreparable Harm

Plaintiff faces imminent, irreparable harm in the absence of immediate injunctive relief. He has already suffered **permanent vision loss** due to the Defendants' refusal to act on written medical accommodation requests during post-surgical recovery. He has also been **denied access to HIV medication**, locked out of personal storage, and repeatedly threatened with eviction while abroad, with no legal process or communication options.

These injuries cannot be compensated by monetary damages alone, and further retaliation would result in permanent loss of property, dignity, and access to housing rights.

III. Balance of Equities

The balance of equities clearly favors Plaintiff. A TRO merely **preserves the status quo** and prevents further harm. The burden on Defendants is negligible—they are only asked to refrain from further retaliation or interference until a hearing is held. By contrast, Plaintiff risks permanent loss of housing, health, legal rights, and personal safety.

IV. Public Interest

The public interest strongly supports protecting tenants from unlawful retaliation, especially where discrimination based on **disability** and **sexual orientation** is involved. Plaintiff is a disabled, HIV-positive tenant who has repeatedly sought peaceful, documented resolution—and has been met with obstruction, hostility, and false allegations.

This matter involves **targeted retaliation** against a whistleblower. In 2017, Plaintiff reported a **narcotics manufacturing operation** being run by his former landlord. In 2019–2020, that landlord attempted to evict him based on false elder abuse accusations, which were disproven in court. Plaintiff produced a recording showing the landlord's attorney **suborning perjury**.

Plaintiff now believes that Defendants are **acting in coordination with or influenced by that same landlord**, perpetuating false narratives already discredited by the legal system. These actions mirror the **pattern of victim persecution** seen in high-profile defamation cases, including those involving the Sandy Hook families.

V. Verified Civil Complaint Forthcoming

Plaintiff is currently finalizing a Verified Civil Complaint against Defendants to be filed in this Court. The complaint will seek **damages exceeding $1 million**, including for:

- Permanent personal injury (vision loss)
- Emergency medical harm
- Denial of access to life-sustaining HIV medication
- Emotional trauma and housing destabilization
- Treble damages under state and federal anti-discrimination statutes

---

VI. POINTS AND AUTHORITIES

Statutes Supporting Temporary Injunctive Relief and Civil Claims

• **KRS § 383.705** – ***Prohibits landlord retaliation*** against a tenant for asserting housing rights, including complaints, legal filings, and requests for accommodation.

• **KRS § 344.040** – ***Prohibits housing discrimination*** on the basis of disability and sexual orientation.

• **KRS § 383.695(2)** – Tenants retain ***lawful possession*** if they provide notice but the landlord refuses to process it.

• **KRS § 383.615** – Landlords must ***communicate in good faith*** and cannot obstruct notices or logistics related to move-out, payment, or possession.

• **42 U.S.C. § 3617** – ***Fair Housing Act (FHA):*** Prohibits interference, coercion, threats, or retaliation against individuals exercising housing rights.

• **42 U.S.C. § 3613(c)** – Authorizes ***treble damages*** for willful violations of § 3617.

• **KRS § 344.280** – Prohibits retaliation for filing or supporting discrimination complaints under Kentucky law.

• **Americans with Disabilities Act (ADA)** – Prohibits denial of reasonable accommodations and policies that create a disparate impact on individuals with disabilities.

• **Eggshell Plaintiff Doctrine** – A defendant is **fully liable for the full extent of injuries** suffered by a vulnerable or medically impaired plaintiff, even if those injuries are greater than what a typical person would have experienced.

Precedent Cases Supporting TRO and Damages

• **Bloch v. Frischholz**, 587 F.3d 771 (7th Cir. 2009) – ***Ongoing retaliation*** is independently actionable under FHA § 3617, even after initial complaints are resolved.

• **Robinson v. Chicago Housing Authority**, 1995 WL 500498 – ***Repeated threats of eviction*** and denial of housing services violate federal housing law protections.

• **Foster v. West Plaza, LLC**, 371 S.W.3d 908 (Ky. App. 2012) – A landlord's failure to respond to legitimate tenant notices or offset claims invalidates attempts to enforce rent or penalties.

• **Turley v. ISG Lackawanna**, 774 F.3d 140 (2d Cir. 2014) – ***Sustained harassment*** causing emotional and physical harm justifies compensatory and punitive damages.

• **Tenenbaum v. Williams**, 880 F. Supp. 2d 162 (D. Conn. 2012) – A landlord's **refusal to accommodate a known medical condition** constitutes actionable negligence and discrimination.

• **Jankowski Lee & Assoc. v. Cisneros**, 91 F.3d 891 (7th Cir. 1996) – A landlord who refuses to refund payments and retaliates afterward violates FHA rights and may owe treble damages.

• **Marek v. Chesny**, 473 U.S. 1 (1985) – Verbal or informal agreements made in reliance to avoid litigation may be ***enforceable contracts*** under federal law.

CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that the Court grant the Temporary Restraining Order, enjoining Defendants from retaliatory eviction, lockout, and housing interference, and preserving the status quo until further proceedings can be held.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: _____

CASE: _____

Judge:

Action Filed: March 31, 2025

SWORN DECLARATION OF PLAINTIFF

IN SUPPORT OF TEMPORARY RESTRAINING ORDER

AND REQUEST FOR EX PARTE RELIEF

I, Daniel J. Feldman, Ph.D., declare as follows:

1. I am the Plaintiff in this matter, and I make this declaration in support of my Motion for a Temporary Restraining Order.
2. I am currently located in Costa Rica and am disabled. I have no access to local representation or in-person court filing options.

3. I submitted a valid notice to vacate in February 2025. Defendants refused to process the form and simultaneously obstructed all payment methods.
4. I have suffered permanent vision loss due to Defendants' failure to honor medical accommodation requests during post-surgical recovery. I have also been denied access to HIV medication and locked out of personal storage.
5. These acts constitute a sustained pattern of retaliation, obstruction, and bad-faith conduct under KRS §§ 383.705, 383.615, the Fair Housing Act (42 U.S.C. § 3617), and the ADA.
6. I believe Defendants' actions are also tied to my role as a whistleblower. In 2017, I reported a narcotics manufacturing operation by my former California landlord. In 2019–2020, she attempted to evict me based on false elder abuse claims that were later disproven in court with audio evidence of her attorney suborning perjury. The ongoing slander has contributed to housing discrimination and denial of medical access.
7. Defendants are acting in coordination with or based on misinformation from this known bad actor. In doing so, they have perpetuated the abuse of a whistleblower and a victim—aligning with someone responsible for the wrongful death of my partner and significant harm to my health and emotional well-being.
8. I am finalizing a Verified Civil Complaint to be filed in this Court, seeking **damages exceeding $1 million**, including for permanent injury, emotional harm, and denial of critical medical care. These damages will be pursued under both Kentucky and federal law and are subject to treble penalties.
9. I request this Court immediately issue a Temporary Restraining Order to preserve my housing and physical safety, and to prevent further retaliation while the legal process proceeds.

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Motion is true and correct to the best of my knowledge.

Executed on March 31, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN, Plaintiff, v. SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3, Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY DIVISION: _____ CASE: _____ Judge: Action Filed: March 31, 2025 **REMOTE APPEARANCE REQUEST FOR EMERGENT EX PARTE HEARING FOR A TEMPORARY RESTRAINING ORDER AND REQUEST FOR EX PARTE RELIEF**

Plaintiff respectfully requests to appear remotely for all proceedings related to this matter, including the emergency hearing on his Ex Parte Motion for Temporary Restraining Order.

Plaintiff is currently located in Costa Rica, receiving ongoing medical treatment, and is disabled. He is unable to appear in person at this time. Plaintiff requests reasonable accommodation under the **Americans with Disabilities Act (ADA)** to allow him to participate by Zoom or similar

video platform. Plaintiff is available with stable internet and video, and will comply with all identification and procedural requirements.

This request is made in good faith to enable access to justice and ensure full participation in this urgent matter.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

[Proposed] Order Granting Temporary Restraining Order

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN, Plaintiff, v. SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, and others Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY DIVISION: _____ CASE: _____ Judge: Order Filed: **[PROPOSED] ORDER GRANTING TEMPORARY RESTRAINING ORDER**

This matter comes before the Court on Plaintiff Daniel J. Feldman's Ex Parte Motion for a Temporary Restraining Order. The Court, having reviewed the Motion, the supporting declaration, and being otherwise sufficiently advised, hereby finds that Plaintiff has demonstrated immediate and irreparable injury, loss, or damage will result before notice can be served and a hearing held, and that a Temporary Restraining Order is warranted under CR 65.04.

IT IS HEREBY ORDERED that the Defendants, and any of their agents, officers, employees, attorneys, and persons acting in concert with them, are immediately and temporarily restrained from:

1. Initiating or continuing any eviction action, lockout, or legal possession process against

Plaintiff based on alleged **non-payment of rent, alleged lease violations that are not clear, material, and unequivocal breaches of the lease, or any claims arising from retaliation, verbal disputes, disagreements regarding a moratorium agreement, hearsay, or third-party slander**.

2. Entering, interfering with, or denying Plaintiff access to Apartment 3303 or Storage Units S3 and S4 at The Ivy Apartment Homes;

3. Engaging in any retaliatory contact, harassment, or adverse action against Plaintiff related to this matter;

4. Taking any steps to remove Plaintiff's possessions from said premises.

This Order shall remain in effect for fourteen (14) days from the date of entry, or until the date of the preliminary injunction hearing, whichever is later, unless extended by the Court for good cause shown, or unless dissolved earlier by order of the Court.

IT IS FURTHER ORDERED that this matter is set for hearing on the ___ day of _____, 2025, at _____ a.m./p.m. Plaintiff may appear remotely via video conference pursuant to his request for reasonable accommodation.

So **ORDERED** this ___ day of _____, 2025.

_____

Judge, Jefferson Circuit Court

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: _____

CASE: _____

Judge:

Action Filed: March 31, 2025

NOTICE OF APPLICATION FOR TEMPORARY RESTRAINING ORDER AND REQUEST FOR EX PARTE RELIEF

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR JEFFERSON COUNTY:

PLEASE TAKE NOTICE that Plaintiff, **Daniel J. Feldman, Ph.D.**, pro se, hereby applies for an **emergency Temporary Restraining Order (TRO)** pursuant to **Kentucky Rule of Civil Procedure 65.04**. This application seeks immediate relief to prevent retaliatory eviction,

unlawful lockout, and continued housing interference by the named Defendants.

Due to the urgency of the matter, and the risk of irreparable harm before a hearing can be held, Plaintiff seeks **ex parte relief** to preserve the status quo pending further proceedings.

Notice Provided:

Plaintiff provided advance and follow-up notice to Defendants as follows:

- On **March 31, 2025**, Plaintiff sent a **draft version** of the TRO motion to The Ivy Apartment Homes administrative staff and legal counsel, including **attorneys John R. Benz and Michelle Rawn** of Rawn Law Firm, PLLC.
- On **April 2, 2025 at approximately 12:30 PM EDT**, Plaintiff sent the **full TRO application packet**, including all verified documents and supporting materials, via email to:
    - Ivy Apartment management
    - Rawn Law Firm legal counsel
- Plaintiff also copied himself on the same message to verify delivery, and no delivery failure notices were received from any address.

This notice satisfies the requirement of **CR 65.04(2)** and supports Plaintiff's request to proceed ex parte under the urgent circumstances described in the motion and supporting declarations.

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing is true and correct.

Executed on March 31, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: _____

CASE: _____

Judge:

Action Filed: March 31, 2025

PROOF OF SERVICE FOR

APPLICATION PACKAGE FOR

TEMPORARY RESTRAINING ORDER

AND REQUEST FOR EX PARTE RELIEF

DECLARATION OF NOTICE GIVEN

I, Daniel J. Feldman, declare as follows:

1. On **March 31, 2025**, I emailed a draft version of my Motion for Temporary Restraining Order (TRO) to both **management staff of The Ivy Apartment Homes** and their **legal representatives** at Rawn Law Firm, including attorneys John R. Benz and Michelle Rawn.

2. On **April 2, 2025, at approximately 12:30 PM EDT**, I sent the **complete TRO application packet**, including all verified declarations and supporting documents, via email to the following recipients:
    - The Ivy Apartment Homes administrative team
    - Rawn Law Firm, PLLC (including Mr. Benz and Ms. Rawn)
    - Additional parties copied for record
3. I also emailed the same message and packet to myself at my own email address (**danieljfeldmanphd@gmail.com**) to confirm delivery and retain a verifiable timestamp. No delivery failures or bounce-back messages were received for any recipients.
4. I am submitting this declaration to demonstrate that **notice was provided in good faith**, in accordance with Kentucky Rule of Civil Procedure 65.04(2), and that opposing parties have had fair opportunity to receive and review the application for emergency relief.

I declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing is true and correct.

Executed on April 2, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Filed 25-C-003961 04/01/2025 David L. Nicholson, Jefferson Circuit Clerk

NOT ORIGINAL DOCUMENT

04/07/2025 04:25:26 PM

AOC-216 Doc. Code: PFD
Rev. 4-23
Page 1 of 1
Commonwealth of Kentucky
Court of Justice www.kycourts.gov
KRS 383.200

FORCIBLE DETAINER COMPLAINT

Case No. 25-C 96883-1
Court District
County Jefferson
Division Forcible Detainer

Provide Name, Address, and Phone Number for both Plaintiff (Landlord) and Defendant (Tenant)

LANDLORD/PLAINTIFF

Name: Highmark Residential LLC for SREIT Ivy Louisville, L.L.C.
Address: 3300 Altabrook Drive, Louisville, KY 40245
(Street, including Apt. #) (City, State) (Zip Code)
Phone number: 502-401-1547

VS.

TENANT/DEFENDANT

Name: Daniel Feldman & All Other Occupants
Address: 13647 Aragon Way Unit 3303 a/k/a Unit 303, Louisville, KY 40245
(Street, including Apt. #) (City, State) (Zip Code)
Phone number: 267-292-7460

Comes the Plaintiff and for his/her complaint states that:

1. On the 12th day of March, 2024, Defendant(s) contracted to lease 13647 Aragon Way Unit 3303 a/k/a Unit 303, located at Louisville, KY 40245 under a ☑ **written** OR ☐ **oral lease** with Plaintiff as lessor;
2. Under the lease terms, **Defendant(s) agreed to pay** $ 1,248.00 per ☐ day ☐ week ☑ month, payable on the 1st day of each ☐ week ☑ month ☐ year as rent;
3. Defendant(s) has/have breached the lease because of the following: *(check all that apply)*
   ☑ Failure to pay rent for the ☐ day ☐ week ☑ month ☐ year of March 2025 in the amount(s) of $ 1,248.00 and has/have not paid late fee for the ☐ day ☐ week ☑ month ☐ year of March 2025 in the amounts of $ 100.00
   As of March 19th (date), 2025 the total amount of back rent and late fee(s) owed to the Plaintiff from the Defendant(s) is: $1,585.54
   ☐ Failure to vacate following expiration of lease.
   ☐ Other violation of lease:
   Non-Payment of rent and late fees for March 2025, plus an outstanding balance of $240.54.
4. Plaintiff gave Defendant(s) written notice to vacate on March 19th, 2025. Defendant(s) has/have not vacated.

WHEREFORE, Plaintiff **alleges** Defendants unlawfully and forcibly detain the premises, **and demands** possession of the premises be delivered to Plaintiff, as well as any and all other relief to which he/she may be entitled. I hereby certify I am the owner/attorney of the above-named property.

Michelle R Rawn
Landlord/Attorney Signature

502-416-0150 / michelle@rawnlawfirm.com
Phone Number

Michelle R. Rawn, Esq. Rawn Law Firm, PLLC
Landlord/Attorney Name *(Please Print)*

10000 Shelbyville Road Suite 200 Louisville, KY 40223
Landlord/Attorney Address

Subscribed and sworn to before me this 1st day of April, 2025. My commission expires: October 31, 2027.

Signature

KYNP80336 Notary Public
Title

Presiding Judge: HON. LISA L. LANGFORD (730072)

PFD : 000001 of 000001

Filed 25-C-003961 04/07/2025 David L. Nicholson, Jefferson Circuit Clerk

NOT ORIGINAL
DOCUMENT
04/07/2025 04:26:26
PM

AOC-215 Doc. Code: EN-e
Rev. 11-21
Page 1 of 2

Commonwealth of Kentucky
Court of Justice www.courts.ky.gov

KRS 383.210

EVICTION NOTICE:
NOTICE OF EVICTION HEARING
TRIAL BY THE COURT

Case No: **25-C-003961**
Court: **DISTRICT**
County: **JEFFERSON Family / District Civil** 96883-1
Division: **DI**

package : 000002 of 000011

HIGHMARK RESIDENTIAL LLC FOR PLAINTIFF

VS.

DANIEL FELDMAN, ET AL DEFENDANT

Defendant's Address: **13647 ARAGON WAY UNIT 3303 A/K/A UNIT 303 LOUISVILLE, KY 40245**

Plaintiff's Attorney: **JOHN R BENZ**

THE COMMONWEALTH OF KENTUCKY **To the Sheriff (or any Constable)**:

The Plaintiff has filed a complaint in this Court claiming the Defendant on the **19th** day of **March**, **2025**, forcibly detained and now forcibly detains from the Plaintiff the above-described property which the Defendant, tenant of the Plaintiff, now holds against Plaintiff.

YOU ARE THEREFORE, in the name of the Commonwealth of Kentucky, **commanded to summon Defendant tenant to appear on the Trial Date** shown below to inquire into the forcible detainer complained of **and to give to Defendant at least three (3) days notice of the time and place of trial**, and to make return of service at or before the time of trial.

Date: **April 2nd**, **2025** David L. Nicholson, **Jefferson Circuit Clerk** Clerk

TO THE TENANT: Your landlord has filed an eviction notice against you in this Court, claiming you are not entitled to remain on the premises. A trial will be held **May 13th,2025** at the time of **9:00AM**. at **DISTRICT COURTROOM 308, HALL OF JUSTICE, 3RD FLOOR 600 W. JEFFERSON STREET LOUISVILLE, KY 40202**, to determine whether you will be evicted. If you have any reasons for why you should not be evicted, you MUST APPEAR in Court to explain your reasons at this time. ***If you will need an interpreter at your court appearance, please contact the Court listed above as soon as possible.*** **Remote or in-person court attendanceZoom: Meeting ID 789 335 2944Password 308. Phone: 1-312-626-6799.Meeting ID 789 335 2944, Participant ID 308.Or visit www.jeffersondistrictcourt.com**

THIS IS AN IMPORTANT PAPER. TAKE IT TO YOUR LAWYER IMMEDIATELY.

PROOF OF SERVICES

A copy of this Eviction Notice was:

☐ served by delivering same personally to the Defendant.

☐ served and explained to _____, age _____, who is the Defendant's (Relationship) _____; after Defendant could not be found.

☒ posted in a conspicuous place on the Defendant's premises on this date and mailed same to the above address by regular mail through the U.S. Postal Service, postage prepaid on the _____ day of APR – 8 2025, _____. Neither Defendant, nor a member of his/her family, could be found.

Date 4-4-25, 20____ Served by: Bradley 3058

Sheriff's Office of _____ County

Summons ID: @00002323064 , JEFFERSON COUNTY SHERIFF
DISTRICT: 25-C-003961 Sheriff Service
HIGHMARK RESIDENTIAL LLC FOR VS. FELDMAN, DANIEL

eFiled

Presiding Judge: HON. LISA L. LANGFORD (730072)
EN : 000001 of 000002
COR : 000001 of 000001

Tendered 25-C-003961 04/01/2025 David L. Nicholson, Jefferson Circuit Clerk

NOT ORIGINAL

DOCUMENT

04/07/2025 04:26:13 PM

AOC-217 Doc. Code: JPF
Rev. 4-23
Page 1 of 1

Commonwealth of Kentucky
Court of Justice www.kycourts.gov
KRS 383.240

FORCIBLE DETAINER JUDGMENT

Case No. 25-C 96883-1
Court District
County Jefferson
Division Forcible Detainer

Highmark Residential LLC for SREIT Ivy Louisville, L.L.C. PLAINTIFF

VS.

Daniel Feldman & All Other Occupants DEFENDANT(S)

This cause coming on for hearing and all parties being properly before the Court. The Court, having heard evidence and argument, and the Court being otherwise sufficiantly advised, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

That the Defendant(s) are guilty of forcible detainer as charged and that the Plaintiff have restitution of the premises located in Jefferson county at:

13647 Aragon Way Unit 3303 a/k/a Unit 303, Louisville, KY 40245

Defendant(s) are ordered to vacate said property within seven days of the entry of this Judgment.

The Court further awards to the Plaintiff costs of this action.

If a Forcible Detainer Settlement Agreement (AOC-218) has been executed and filed of record by the parties, said terms are hereby incorporated herein and all parties shall comply with same.

EITHER PARTY MAY FILE AN APPEAL WITHIN SEVEN DAYS OF THE ENTRY OF THIS JUDGMENT.

Date: _____, 2_____ _____ Judge

Tendered By Michelle R. Rawn

Michelle R. Rawn, Esq. Rawn Law Firm, PLLC
10000 Shelbyville Road Suite 200 Louisville, KY 40223
502-416-0150 / michelle@rawnlawfirm.com

Distribution: File
Plaintiff
Defendant

Presiding Judge: HON. LISA L. LANGFORD (730072)

TD : 000001 of 000001

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: CIRCUIT DIVISION 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Action Filed: April 7, 2025

SUPPLEMENTAL SWORN DECLARATION OF PLAINTIFF DANIEL J. FELDMAN, PH.D. IN SUPPORT OF TEMPORARY RESTRAINING ORDER AND REQUEST FOR EX PARTE RELIEF

Comes now the Plaintiff, Daniel J. Feldman, Ph.D., and pursuant to Kentucky Rule of Civil Procedure 65.04 and all applicable authority, submits the following Supplemental Declaration in support of his Motion for Temporary Restraining Order. I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the following is true and correct to the best of my knowledge and belief.

10. Supplemental Purpose and Exhibit A – HUD Complaint

This Supplemental Declaration is made to supplement my original sworn declaration submitted on March 31, 2025. Submitted herewith as **Exhibit A** is the full HUD complaint and all supporting attachments, documenting the extensive pattern of discrimination, retaliation, obstruction, and professional misconduct by Defendants and their counsel.

---

11. Filing of Eviction Complaint – Exhibit B

On March 31, 2025, I provided Defendants and their counsel with a courtesy copy of my TRO application and a written warning that any further eviction attempt would constitute retaliation. On April 1, 2025—less than 24 hours later—Defendants filed a forcible detainer complaint in Jefferson County District Court (Case No. 25-C-003961). A true and correct copy is submitted as **Exhibit B**.

---

12. No Notice Provided – Continued Obstruction

Defendants did not serve me. I received no email, no phone call, no mailed notice, and no formal or informal communication about this new filing. This occurred despite my repeated instructions—documented in emails and the HUD complaint—that I am currently abroad and cannot receive door postings or site-based service. Defendants knew this and proceeded anyway.

---

13. Required Notice Repeatedly Ignored

I have repeatedly identified my required service channels: my parents' U.S. address (which is also my registered address at the USPS), my email, and my phone number. This is documented in Exhibit A and in nearly every communication I have sent since December 2024. Defendants' failure to notify me after receiving a TRO and after I explicitly revoked move-out **is intentional concealment and part of an ongoing obstruction pattern.**

---

14. Exhibit C – March 31 Email Rejecting Offer

Submitted as **Exhibit C** is my March 31, 2025 email, sent to counsel and management, in which I formally rejected Defendants' proposed "offer," rescinded my move-out notice, and reasserted my continued lawful possession of the premises. This message also included a direct warning that any legal action filed in light of their rent obstruction would be viewed as retaliatory and unethical.

---

15. Move-Out Rescission Was Triggered by Entrapment

Let it be clear that the only reason I rescinded my move-out notice is that Defendants refused to process it. They deliberately entrapped me into another year of lease liability while simultaneously obstructing rent payment—by withholding the rent amount, instructions, and contact information. Their plan was to force an artificial "nonpayment" condition and use that to justify an eviction and financial claim. This conduct is not just retaliatory—it is premeditated entrapment and fraud.

---

16. Pattern of Retaliatory Eviction and Lease Violations

Defendants have used **at least four separate false eviction threats** over the past two years, each time not based on lease violations but on fabricated pretexts—such as sending a Facebook friend request, attempting to clean shared spaces, recording on my security camera unauthorized personnel unlawfully inventorying and photographing all the contents of my apartment, or filing a complaint. Meanwhile, they have committed repeated **actual lease violations** themselves: including unauthorized entry into my home, **locking me out of my storage units**, photographing my belongings without permission, failing to provide pest control, and harassing my elderly mother during her attempt to assist me with medication retrieval.

---

17. Harm and Physical Consequences of Their Pattern

This pattern of neglect, retaliation, and obstruction has had devastating physical and emotional consequences. I have suffered:

- **Permanent loss of vision in one eye**,
- **Two unnecessary and invasive eye surgeries**,
- **Multiple emergency room visits and doctor consultations**,
- **Months of untreated insect infestation**, despite paying for extermination,
- **Severe emotional distress**, and
- **Over $1 million in resulting damages**, including medical, psychological, and housing instability.

Their refusal to provide extermination, after charging for it, forced me into unsafe living conditions. When I requested service, they said, “It’s only $5/month,” and then ignored me for months while I continued to suffer insect bites. Their actions directly caused the repeated trauma and medical injury I now endure.

---

18. This Is Procedural Violence

What Defendants are doing is not just retaliation. It is **procedural violence**. When a person with disabilities is knowingly denied medical accommodation, threatened with baseless eviction, prevented from retrieving thousands of dollars of life-saving pharmacy-mailed prescriptions, and subjected to gaslighting and entrapment through process abuse—this is a form of violence. The law recognizes that injury is not always physical in form. In my case, it has been both physical and emotional. I am now permanently injured, medically unstable, and under threat of removal due to Defendants’ coordinated acts of legal and personal harm.

---

19. Request for Sanctions and Emergency Reimbursement

I respectfully request that this Court:

- Issue sanctions under CR 11 and KRS § 383.705,
- Order Defendants and counsel to appear and show cause why further sanctions should not be imposed,
- Order Defendants to **immediately reimburse $4,360.00**, as itemized in prior letters and supported by Exhibit A,

- And treat this retaliation and obstruction not as a procedural matter—but as an **escalation of a long campaign of coordinated harm** against a disabled tenant.

---

20. Proposed Order Submitted

A proposed order is tendered herewith for the Court's consideration. The Court is respectfully asked to grant immediate relief as requested above or set this matter for emergency hearing. Plaintiff reserves the right to pursue further damages and relief in civil and administrative proceedings.

POINTS AND AUTHORITIES IN SUPPORT

KRS § 383.705 – Prohibits retaliation for tenant legal activity.

KRS § 344.280 – Prohibits conspiracy and retaliation.

KRS § 383.615 – Requires good-faith processing of notices.

42 U.S.C. § 3617 – Retaliation is prohibited under Fair Housing Act.

42 U.S.C. § 3613(c) – Allows treble damages for intentional violations.

CR 11 – Authorizes sanctions for bad-faith filings.

Eggshell Plaintiff Doctrine – Heightened vulnerability increases liability.

Relevant Cases:

- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
- *Reste Realty v. Cooper*, 251 A.2d 268 (N.J. 1969)

- *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014)
- *Robinson v. CHA*, 1995 WL 500498
- *Jankowski Lee v. Cisneros*, 91 F.3d 891 (7th Cir. 1996)

I respectfully request that this Supplemental Declaration, along with Exhibits A–C and the Proposed Order for Sanctions, be considered in full in support of my Motion for TRO.

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Motion is true and correct to the best of my knowledge.

Executed on April 7, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

EXHIBIT A – HUD COMPLAINT WITH SUPPORTING DOCUMENTATION OF ALL HARASSMENT CLAIMS

EXHIBIT B – EVICTION COMPLAINT FILED WITHOUT NOTICE AGAINST PLAINTIFF IN RETALIATION FOR FILING THIS TRO APPLICATION

EXHIBIT C – LETTER FROM FELDMAN TO THE IVY REFUSING THEIR "OFFER"

EXHIBIT A – HUD COMPLAINT WITH SUPPORTING DOCUMENTATION

OF ALL HARASSMENT CLAIMS

Report Housing Discrimination

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

QUESTION 1

Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?

Choose at least one reason. You can choose more than one.

- [ ] Because of race
- [ ] Because of color
- [ ] Because of religion
- [ ] Because of national origin (including limited English proficiency)
- [x] Because of disability
- [x] Because of sex
- [ ] Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- [x] Retaliation, intimidation, or interference related to exercising a fair housing right (such as filing a complaint) or helping others to do so
- [x] Other reason (explain below)

Slander proven in court to be false statements from my previous landlord to my current landlord

- [ ] **Other members of my household or other people at the property experienced discrimination. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 2

Who discriminated against you?

Provide as much information as you have available. We won't contact them before speaking with you.

First name (or business name): The IVY Apartment Homes and Highmark Residential

Last name:

Relationship to you: (e.g. landlord, lender, real estate agent) Landlord, Property Management

Address: 3300 Altabrook Dr, Louisville, KY 40245

Business name or job title: The IVY Apartment Homes and Highmark Residential

Phone number 1: (502) 804-2979 Phone number 2: 214-561-1200

Email address: info@highmarkres.com

Location (for example, name of residential rental or sales property, public entity, business, or bank):
Highmark Residential

Street address: 5429 LBJ Freeway, Suite 800 Apt. or unit:

City: Dallas State: TX ZIP: 75240

☑ **More than one person or business discriminated against me. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 3

Where did the discrimination happen?

Provide the name and address of the building, apartment complex, or other location where the discrimination occurred. Provide as much information as you have available.

Location (for example, name of residential rental or sales property, public entity, business, or bank):
The IVY Apartment Homes

Street address:13647 Aragon Way Apt 3303 Apt or unit:

City:Louisville State: KY ZIP: 40245

QUESTION 4

When did the discrimination happen?

If it happened multiple times or is still happening, provide the most recent date you experienced discrimination.

Date(s) of discrimination:

03/15/2022 - 03/31/2025

☑ **The alleged discrimination is continuing or ongoing or the alleged discrimination is still happening.**

QUESTION 5

What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability-related reasonable accommodation? Terminated from participating in a housing-assistance program? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

I am a gay, permanently disabled tenant who has experienced repeated and escalating housing discrimination, harassment, and retaliation by The Ivy Apartment Homes (managed by Highmark Residential). I believe this occurred because of my disability and sex (interpreted under federal law to include sexual orientation), and because I exercised my rights under the Fair Housing Act and requested reasonable accommodations.

Most critically, as a result of Ivy's deliberate refusal to accommodate my disability, I suffered permanent vision loss in one eye. During my recovery from emergency retinal surgery, Ivy knowingly allowed excessive noise and dog barking above my unit despite my written medical warning that I was required to remain motionless and stress-free for my eye to heal. Staff later denied the dog's existence entirely and accused me of harassment after I attempted to resolve the issue respectfully. Their inaction directly caused the retina to fail to reattach—leaving me blind in that eye.

NOTE: Continued on next page

What happened? (continued):

In addition to that, I have been:

- Issued multiple false eviction threats, including for cleaning the communal coffee machine, reporting falling debris, using the word "Karen," and submitting safety complaints
- Locked out of storage units with no explanation
- Overcharged for a pet I no longer had, and denied promised financial incentives
- Denied access to my lease and payment platform while out of the country, then threatened with legal action for nonpayment
- Harassed by staff entering my unit, photographing my belongings, and making false statements about me to justify retaliatory actions
- Denied access to critical medication, as my 81-year-old mother (with notarized authorization) was turned away by staff

This pattern of abuse worsened after I submitted a formal complaint and entered into a verbal moratorium agreement on March 3, 2023, with Ivy's corporate representative, which they have repeatedly violated. I am now facing imminent retaliatory eviction, despite being in lawful possession and in the middle of asserting my civil rights.

I believe I am being targeted in violation of the Fair Housing Act's protections for disability, retaliation, and sex-based discrimination as it applies to sexual orientation under HUD's current policy interpretation.

Key evidence includes:

Multiple formal emails, letters, affidavits, and videos
- A notarized letter from my mother
- Video of illegal entry and harassment by staff
- Video of safety hazards and ignored emergency complaints
- Timeline and documentation of unprocessed complaints, threats, and responses

Witnesses include:

- Jo Anne Feldman (mother)
- Jason Frew (tenant and referral witness)
- Black Diamond Pest Control technician (present during privacy violation)
- Video evidence from two uploaded recordings with timestamped footage

See attached PDF for full detail and much of the evidence. I have extensive documentation for any of these events, available on request.

NOTE: If you need more space, attach additional pages

CONTACT INFORMATION

How can we contact you?

We'll need to contact you after we review your information. We won't release any of your personal information to the person whom you identified as discriminating against you before notifying them of a formal complaint.

Your name and contact information

First name: Daniel Last name: Feldman

Phone number: (307) 699-3223 ☑ Cell phone?

Email address(es): danieljfeldmanphd@gmail.com

Preferred contact: ☑ Phone ☑ Email ☐ Other

Best time to call: ☑ Morning ☑ Afternoon Preferred language(s): English

Street address: 8809 Denington Drive Apt. or unit:

City: Louisville State: KY ZIP: 40222

Your mailing address

Street Address: 8809 Denington Drive Apt. or unit:

City: Louisville State: KY Zip: 40222

Second Point of Contact

First name: Jo Anne Last name: Feldman

Phone number: (502) 429-3567 Email address: jojofeld@bellsouth,net

Relationship to you (optional)

☑ Family member or friend

☐ Attorney

☐ Fair housing advocate or representative

☐ Other

FORM INSTRUCTIONS

Where to mail your claim form

Submit online at **www.hud.gov/fairhousing/fileacomplaint** or send your claim form to the FHEO regional office that serves the state or territory where the discrimination happened. We'll review your information and contact you as soon as possible.

FHEO Region 1 (New England)
CT, ME, MA, NH, RI, VT

Mail:
FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 553
Boston, MA 02222
Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)
NJ, NY, Puerto Rico, Virgin Islands

Mail:
FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278
Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)
DE, DC, MD, PA, VA, WV

Mail:
FHEO Region 3
The Strawbridge Building
801 Market Street, 12th Floor
Philadelphia, PA 19107
Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)
AL, FL, GA, KY, MS, NC, SC, TN

Mail:
FHEO Region 4
Five Points Plaza
40 Marietta NW St., 16th Floor
Atlanta, GA 30303
Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)
IL, IN, MI, MN, OH, WI

Mail:
FHEO Region 5
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202
Chicago, IL 60604
Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)
AR, LA, NM, OK, TX

Mail:
FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102
Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)
IA, KS, MO, NE

Mail:
FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101
Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)
CO, MT, ND, SD, UT, WY

Mail:
FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202
Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)
AZ, American Samoa, CA, Guam, HI, NV

Mail:
FHEO Region 9
One Sansome St. Suite 1200
San Francisco, CA 94104
Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)
AK, ID, OR, WA

Mail:
FHEO Region 10
Seattle Federal Office Building
900 First Avenue, Room 205
Seattle, WA 98104
Call (206) 220-5170 for assistance

Paperwork Reduction Act Burden Statement

The public reporting burden for this collection of information is estimated to average 0.75 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2529–0011. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

This collection of information is required for collection of pertinent information from persons or entities who wish to file housing discrimination complaints under the Fair Housing Act of 1968, as amended. 42 U.S.C. § 3601 et seq. The information will be used to provide HUD with sufficient information to contact aggrieved persons and notify respondents; make initial assessments regarding HUD's authority to investigate allegations of unlawful housing discrimination; and conduct administrative complaint investigations. No assurances of confidentiality are provided for this information collection.

Undeniable Evidence of Housing Discrimination, Harassment, Retaliatory Conduct, Constructive Eviction, Negligence, Bad Faith, Abuse of Process, Lease Violations, Legal Misconduct, and Civil Conspiracy

The IVY Apartment Homes

3300 Altabrook Drive, Louisville, KY 40245,

Highmark Residential

5429 LBJ Freeway, Suite 800, Dallas, TX 75240, and

John Benz and Michelle Rawn at Rawn Law Firm, PLLC,

10000 Shelbyville Road, Suite 200, Louisville, KY 40223

March 2025

as reported by tenant

Daniel J. Feldman, Ph.D.

Table of Contents

SUMMARY: Chronology of 25 Incidents Documenting Housing Discrimination, Harassment, Retaliatory Conduct, Constructive Eviction, Negligence, Bad Faith, Abuse of Process, Lease Violations, Legal Misconduct, and Civil Conspiracy

Set One: UNANSWERED EMAILS SENT TO IVY AND COUNSEL REGARDING PAYMENT OF MARCH RENT, INTENT TO MOVE OUT, OBSTRUCTION, AND MISCONDUCT

Set Two: NOTICE OF INTENT TO MOVE OUT THAT IVY AND COUNSEL HAVE FAILED TO ACKNOWLEDGE OR SIGN

Set Three: AFFIDAVIT FROM JO ANNE FELDMAN REGARDING IVY MISCONDUCT AND OBSTRUCTION INCLUDING THE AUTHORIZATION LETTER TO ACT OF BEHALF OF DANIEL FELDMAN

Set Four: UNANSWERED ATTEMPTS TO REACH JASON WHITEHOUSE REGARDING THE IVY BREACH OF THE LEASE AGREEMENT

Set Five: UNANSWERED DEMAND FOR REIMBURSEMENT FROM IVY DEADLING DECEMBER 6, 2024'

Set Six: COMPLAINT AGAINST HIGHMARK AND IVY REQUESTING DECLARATORY JUDGMENT FOR HARASSMENT AND DISCRIMINATION FILED AND WITHDRAWN SAME DAY IN MARCH 2023 WITH AGREEMENT WITH MARY BETH WOODARD FOR MORATORIUM ON FURTHER INSTANCES OF HARASSMENT USING FALSIFIABLE WARNINGS AND EVICTION THREATS

Set Seven: SAMPLE EVICTION NOTICE FOR SENDING A FACEBOOK FRIEND REQUEST TO A STAFF MEMBER

TABLE OF CONTENTS – SUMMARY OF INCIDENTS

Incident #	Title	Date	Staff Involved	Legal Categories	YouTube Video
1	Wine Concession Misappropriation – $150 Refund Ignored and Program Denied	2021–Dec 2024	['Carballo', 'Robinson', 'Heath', 'Whitehouse']	['Fraud', 'Discrimination', 'Financial Misconduct', 'Moratorium Violation']	
2	Pest Control Fraud – Contract Charged but Unavailable	Jan–May 2022	['Barry', 'Carballo', 'Lyles']	['Fraud', 'Financial Misconduct']	IVY Harassment & Privacy Violations
3	Bug Infestation – ER Visits and Health Harm	Mar–Sep 2022	['Barry', 'Carballo', 'Lyles']	['Health & Safety Violation', 'Personal Injury']	IVY Harassment & Privacy Violations
4	Harassment and Racism Claim by Larry	Sep 2022	['Larry', 'Walker', 'Hopson']	['Harassment', 'Disability Discrimination', 'Emotional Distress']	IVY Harassment & Privacy Violations
5	Unauthorized Photos – Privacy Violation	Sep 2022	['Larry', 'Lyles', 'Walker']	['Privacy Violation', 'Civil Rights Violation']	IVY Harassment & Privacy Violations
6	Retaliatory Eviction Threat and Repeat Privacy Violation	Sep 2022	['Burke', 'Lyles']	['Retaliation', 'Privacy Misuse']	IVY Harassment & Privacy Violations
7	Coffee Station Health Hazard – Refusal to Provide Soap or Sanitation	Jan–Mar 2023	['Burke', 'Walker']	['Health & Safety Violation']	
8	Moldy Coffee Machine – Neglect of Equipment and Tenant Well-Being	March 2023	['Burke']	['Health & Safety Violation', 'Negligence']	
9	Eviction Threat for Attempting to Sanitize Kitchen	March 2023	['Burke', 'Walker']	['Retaliation']	
10	Eviction Threat Over Facebook Friend Request	March 2, 2023	['Burke', 'Walker', 'Carballo']	['Retaliation']	IVY Disregard for Safety & Harassment

TABLE OF CONTENTS – SUMMARY OF INCIDENTS

Incident #	Title	Date	Staff Involved	Legal Categories	YouTube Video
11	Ignored Safety Risk During Tornado Watch – Damage to Nursing School Vehicles	March 2–3, 2023	['Burke', 'Walker', 'Carballo']	['Health & Safety Violation', 'Negligence']	IVY Disregard for Safety & Harassment
12	Retaliatory Eviction Threat for “Karen” Comment in Private Email	March 2023	['Burke']	['Retaliation', 'Moratorium Violation']	
13	Verbal Moratorium Agreement Following Lawsuit Preparation and Courtesy Copy	March 3, 2023	['Woodard', 'Hopkins (possible)']	['Contractual Agreement']	
14	Eviction Threat Over Authorized Pet	August 17, 2023	['Armstrong', 'Carballo']	['Retaliation', 'Moratorium Violation']	
15	Permanent Vision Loss Due to Post-Surgery Negligence	Aug–Oct 2024	['Carballo', 'Robinson', 'Whitehouse', 'Heath']	['Disability Discrimination', 'Health & Safety Violation', 'Personal Injury', 'Moratorium Violation']	
16	Retaliation After Attempting to Address Noise Respectfully	September 2024	['Heath']	['Retaliation', 'Moratorium Violation']	
17	Storage Unit Lockout and Constructive Eviction	October 2024	['Carballo', 'Robinson', 'Hopson']	['Privacy Violation', 'Lease Breach', 'Moratorium Violation']	
18	Referral Bonus Fraud – Civil Rights Implications and Financial Misconduct	May–Nov 2024	['Carballo', 'Heath', 'Robinson', 'Whitehouse', 'Woodard', 'Benz', 'Rawn']	['Fraud', 'Financial Misconduct', 'Discrimination', 'Civil Rights Violation', 'Moratorium Violation']	
19	Pet Fee Overcharge After Pet Removed	Mar 2024 – Feb 2025	['Carballo']	['Financial Misconduct', 'Moratorium Violation']	
20	Move-Out Notice Ignored – Lease Renewed by Operation of Law	Feb 4–8, 2025	['Lemons', 'Carballo', 'Robinson', 'Whitehouse']	['Lease Violation', 'Retaliation', 'Moratorium Violation']	

TABLE OF CONTENTS – SUMMARY OF INCIDENTS

Incident #	Title	Date	Staff Involved	Legal Categories	YouTube Video
21	Denial of Medication Pickup by Authorized Representative	Feb 26 & 28, 2025	['Lemons']	['Retaliation', 'Medical Neglect', 'Moratorium Violation']	
22	Reimbursement Demands Ignored – Four Deadlines, No Response	Nov 27, 2024 – Mar 28, 2025	['Lemons', 'Robinson', 'Heath', 'Whitehouse', 'Woodard', 'Rawn', 'Benz']	['Retaliation', 'Financial Misconduct', 'Moratorium Violation']	
23	False Allegations by Attorney John Benz	March 21, 2025	['Benz']	['Legal Misconduct', 'Retaliation', 'Moratorium Violation']	
24	Legal Entrapment and Obstruction by Attorney Michelle Rawn	March 21–28, 2025	['Rawn']	['Legal Misconduct', 'Retaliation', 'Moratorium Violation']	
25	Cross-Jurisdictional Retaliation – Ongoing Slander, Emotional Harm, and Legal Interference	Mar 2023 – Mar 2025	['Walker', 'Lyles', 'Burke', 'Robinson', 'Heath', 'Carballo', 'Woodard', 'Whitehouse', 'Lemons']	['Civil Rights Violation', 'Retaliation', 'Conspiracy', 'Moratorium Violation', 'Emotional Distress']	

TABLE OF CONTENTS – CAST OF CHARACTERS

Leasing & Front Desk

- **Alfredo Carballo** – 2020–2025 | Leasing / Front Desk
- **Michaela Walker** – 2022–2023 | Leasing / Front Desk *(terminated)*
- **Cassidy Armstrong** – August 2023 | Leasing Specialist

Assistant / Associate Community Directors

- **Barry [Last Name Unknown]** – 2021–2022 | Assistant Community Director *(terminated)*
- **Christian Blake Heath** – 2024–2025 | Assistant Community Director

---

Community Directors

- **Ella Lyles** – 2022–March 3, 2023 | Community Director *(terminated)*
- **Katrina Robinson** – 2023–2025 | Community Director *(terminated)*
- **Ashley Lemons** – 2025 | Community Director (current)

Maintenance

- **Larry [Last Name Unknown]** – 2022–2023 | Lead Maintenance *(terminated)*
- **Jarmel "Mel" Hopson** – 2022–2025 | Lead Maintenance

Regional Management

- **Jennifer Burke** – 2022–March 3, 2023 | Regional Manager *(terminated immediately following legal notice)*
- **Jason Whitehouse** – 2024–2025 | Regional Manager

Corporate Oversight

- **Mary Beth Woodard** – 2020–2025 | Regional Corporate Manager

Legal

- **John Benz** – 2023–2025 | Attorney, Rawn Law Firm
- **Michelle Rawn** – 2023–2025 | Supervising Partner, Rawn Law Firm
- **Steven Hopkins** – General Counsel, Highmark Residential *(likely silent participant in March 3, 2023 moratorium call)*

BRIEF NARRATIVES OF EACH INCIDENT

1. Wine Concession Misappropriation – $150 Refund Ignored and Program Denied

Date: 2021–December 2024
Staff Involved: Carballo, Robinson, Heath, Whitehouse
Categories: Fraud, Discrimination, Financial Misconduct, Moratorium Violation

In 2021, under prior management, Feldman manually loaded $150 onto a wine vending card through Ivy's leasing office, after being told the staff would do it manually due to kiosk issues. Highmark Residential later removed the amenity entirely. Feldman requested a refund for the unused balance—providing documentation—but management refused to investigate, accept the card, or acknowledge the program had existed. They ultimately claimed the wine concession "never existed," despite being the ones who discontinued it. This constitutes financial fraud, misappropriation of funds, and appears to be part of a discriminatory pattern of refusing to process Feldman's legitimate claims.

---

2. Pest Control Fraud – Contract Charged but Unavailable

Date: March – August 2022
Staff Involved: Barry, Carballo, Lyles
Categories: Fraud, Financial Misconduct

Feldman reported a biting midge infestation beginning in early 2022. Despite visible bites and worsening conditions, Barry admitted that Ivy had no exterminator contract—even though tenants were being charged $5/month. This financial fraud continued for months. Feldman requested reimbursement, which was denied, and Ivy later falsely claimed a contract had been in place the entire time. The fraudulent billing was never addressed, and staff retaliated when Feldman exposed it.

3. Bug Infestation – ER Visits and Health Harm

Date: March – September 2022
Staff Involved: Barry, Carballo, Lyles
Categories: Health & Safety Violation, Personal Injury

The untreated infestation caused Feldman to suffer from escalating bites and skin irritation, resulting in multiple ER visits and doctor appointments. Ivy staff ignored the infestation, denied responsibility, and failed to reimburse medical or other related costs. This demonstrated both a disregard for tenant health and an unwillingness to act on clear, documented harm.

---

4. Harassment, Discrimination, and Work Interference by Larry

Date: September 2022
Staff Involved: Larry, Walker, Hopson
Categories: Harassment, Disability Discrimination, Emotional Distress

Feldman missed multiple workdays waiting for exterminator visits that were never fulfilled. Larry failed to show up twice, causing financial harm and disrupting Feldman's attempt to return to work post-disability. When Feldman expressed frustration, Larry became aggressive and falsely accused him of racism. This accusation was witnessed by Hopson, who did nothing. The incident reflected both retaliatory behavior and discriminatory intent.

---

5. Unauthorized Photos – Privacy Violation

Date: September 2022
Staff Involved: Larry, Lyles, Walker
Categories: Privacy Violation, Civil Rights Violation

Larry entered Feldman's apartment under false pretenses and took unauthorized photos of his belongings. He was overheard stating he was looking for something to justify an eviction. Ivy management refused to intervene and returned the next day to take additional photos—despite Feldman's refusal to consent to further entry.

6. Retaliatory Eviction Threat and Repeat Privacy Violation

Date: September 2022
Staff Involved: Burke, Lyles
Categories: Retaliation, Privacy Misuse

After Feldman's in-unit security camera recorded Larry taking unauthorized photos, Ivy accused Feldman of violating Larry's privacy—despite the misconduct being clearly on Larry's part. Ivy then used that false accusation to justify a second unauthorized entry to take more photos, compounding the violation and issuing a retaliatory eviction threat.

---

7. Coffee Station Health Hazard – Refusal to Provide Soap or Sanitation

Date: Jan–Mar 2023
Staff Involved: Burke, Walker
Category: Health & Safety Violation

Despite ongoing public health risks and Feldman's personal vulnerability following a prior COVID hospitalization, Ivy staff refused to provide basic sanitation supplies—no soap, sanitizer, or disinfectants—in a shared tenant kitchen. Feldman made repeated health-based requests, citing legitimate safety concerns, but was ignored. This reflects a total disregard for tenant health and hygiene protocols during an active pandemic, violating both lease expectations and common decency.

---

8. Moldy Coffee Machine – Neglect of Equipment and Tenant Well-Being

Date: March 2023
Staff Involved: Burke
Categories: Health & Safety Violation, Negligence

Feldman took it upon himself to clean the coffee machine after discovering mold buildup and verifying that it had not been cleaned for over two months, as shown by its internal logs. Rather than thank him, Burke reprimanded him for unlocking and cleaning the machine—a task that staff had failed to perform for weeks.

9. Eviction Threat for Attempting to Sanitize Kitchen

Date: March 2023
Staff Involved: Burke, Walker
Category: Retaliation

After Feldman used soap from the restroom to sanitize the common kitchen—because none was provided—management accused him of misconduct. This act of retaliation escalated into an eviction threat, despite there being no lease clause violated.

---

10. Eviction Threat Over Facebook Friend Request

Date: March 2, 2023
Staff Involved: Burke, Walker, Carballo
Category: Retaliation

Feldman sent a Facebook friend request to notify a staff member about falling debris. The next day, he received a 14-day eviction warning based on a staff-only social media policy that wasn't in his lease. Ivy used a safety communication as a pretext for retaliation.
Video Evidence: See "Blustery Day at The Ivy"

---

11. Ignored Safety Risk During Tornado Watch – Damage to Nursing School Vehicles

Date: March 2–3, 2023
Staff Involved: Burke, Walker, Carballo
Categories: Health & Safety Violation, Negligence

Boxes were falling from a fourth-floor balcony during an active tornado watch. Vehicles were damaged in the adjacent nursing school lot. Ivy was informed and refused to act, claiming they couldn't enter the tenant's unit—even though the lease explicitly allows entry in safety emergencies.
Video Evidence: See "Blustery Day at The Ivy"

12. Retaliatory Eviction Threat for “Karen” Comment in Private Email

Date: March 2023
Staff Involved: Burke
Category: Retaliation, Moratorium Violation

Feldman sent a private complaint email to management describing a pattern of arbitrary, fabricated lease enforcement as “Karen-like behavior”—a term he legally contextualized and applied to a director who had issued multiple false eviction threats. Within 24 hours, Ivy issued another eviction threat, claiming that his use of the term was discriminatory. What makes this particularly egregious is that there is no clause in Feldman’s lease that prohibits such language—and his use of the term accurately described unlawful behavior, including the very eviction threat that followed.

---

13. Verbal Moratorium Agreement Following Lawsuit Preparation and Courtesy Copy

Date: March 3, 2023
Staff Involved: Woodard (*Steven Hopkins possibly silent participant*)
Category: Contractual Agreement

On March 3, 2023, Feldman prepared and finalized a Declaratory Judgment Complaint citing discrimination, harassment, and false eviction threats. Before filing or serving the complaint, he sent a courtesy copy to Ivy and Highmark Residential, including Regional VP Mary Beth Woodard. The complaint was never filed or served. Within ten minutes of that communication, Jennifer Burke was fired. In a recorded phone call later that day, Woodard acknowledged wrongdoing and proposed a verbal moratorium agreement, promising that Ivy would issue no further warnings, threats, or lease violations unless supported by unfalsifiable proof of an actual lease breach. Steven Hopkins, General Counsel for Highmark, was likely on the call but did not speak. This moratorium became the foundation for Feldman’s later claims of retaliation and breach, as Ivy repeatedly ignored its terms.

14. Eviction Threat Over Authorized Pet

Date: August 17, 2023
Staff Involved: Armstrong, Carballo
Categories: Retaliation, Moratorium Violation

Feldman received a formal notice from Leasing Specialist Cassidy Armstrong, claiming he was in violation of the lease due to having an "unauthorized pet." This was entirely false—his cats had been formally registered with Ivy since move-in, and all fees were paid. Three weeks before the notice, Feldman had notified Carballo that one of his cats had passed away and requested the lease reflect only one pet. Instead, he received a 14-day notice to remedy, threatening financial penalties and lease consequences.

This was the fifth such false warning within 12 months. Ivy staff used fabricated violations as a tactic of harassment, even after corporate leadership had promised to cease these threats. The emotional impact of this continued harassment—especially over a deceased pet—was profound and traumatic.

---

15. Permanent Vision Loss Due to Post-Surgery Negligence

Date: August – October 2024
Staff Involved: Carballo, Robinson, Whitehouse, Heath
Categories: Disability Discrimination, Health & Safety Violation, Personal Injury, Moratorium Violation

Following emergency retinal surgery, Feldman was under strict medical orders to lie face-down for 10 weeks so his retina could reattach and heal. He informed Ivy staff in advance and repeatedly during his recovery. Despite this, an unapproved dog barked continuously above his apartment, often for eight or more hours a day—including early mornings. Staff took no action to stop it. Heath initially admitted that there was a dog, that it was not on the lease, and told Feldman to "just deal with it" since the tenants would be moving in two months. Later, Heath gaslit Feldman, denying the dog ever existed, contradicting both facts and his own prior statements. No effort was made to resolve the noise, even after Feldman explained the risk to his eyesight. As a result, his retina was unable to reattach, and he suffered permanent vision loss—a foreseeable medical consequence directly caused by Ivy's negligence and mismanagement.

16. Retaliation After Attempting to Address Noise Respectfully

Date: September 2024
Staff Involved: Heath
Category: Retaliation, Moratorium Violation

When Feldman—out of desperation—spoke kindly to the upstairs neighbor about using a no-bark collar, Ivy accused him of harassment. This act violated the moratorium agreement and reversed blame in a context where Ivy had failed to enforce lease rules. Feldman's intent was peace and recovery; Ivy's response was retaliatory and discriminatory.

---

17. Storage Unit Lockout and Constructive Eviction

Date: October 2024
Staff Involved: Carballo, Robinson, Hopson
Categories: Privacy Violation, Lease Breach, Moratorium Violation

Feldman discovered he had been locked out of his own storage units, without notice or explanation. Ivy management refused to clarify who accessed or changed the locks. The lockout lasted over a week, during which Feldman could not access critical personal property. This was a constructive eviction, a violation of his lease rights, and yet another act of obstruction and bad faith.

18. Referral Bonus Fraud – Civil Rights Implications and Financial Misconduct

Date: May – November 2024
Staff Involved: Carballo, Heath, Robinson, Whitehouse, Woodard, Benz, Rawn
Categories: Fraud, Financial Misconduct, Discrimination, Civil Rights Violation, Moratorium Violation

Feldman referred two tenants under Ivy's clearly advertised referral program—both of whom met all eligibility requirements. Staff were notified in advance, and marketing emails confirm the program was in effect. After the tenants moved in, Ivy denied the program existed, refused to issue the promised bonus, and ignored all supporting documentation. This was not just fraudulent and retaliatory—it reflects targeted, unequal treatment, and is actionable as a civil rights violation. Feldman believes this denial was part of a broader discriminatory pattern, and that Ivy's refusal to honor contractual obligations based on who the referral came from exposes the company to reputational and financial liability, as well as legal consequences under fair housing and civil rights law.

---

19. Pet Fee Overcharge After Pet Removed

Date: March 2024 – February 2025
Staff Involved: Carballo
Categories: Financial Misconduct, Moratorium Violation

Feldman informed staff three separate times that he no longer had pets. Despite this, Ivy charged him a $30 monthly pet fee for 12 months, totaling $360. Staff never corrected the error or refunded the charges. Ivy knowingly took money it was not entitled to.

20. Move-Out Notice Ignored – Lease Renewed by Operation of Law

Date: February 4–8, 2025
Staff Involved: Lemons, Carballo, Robinson, Whitehouse
Categories: Lease Violation, Retaliation, Moratorium Violation

Feldman submitted Ivy's own official move-out form on February 4, 2025, well in advance of the stated deadline. Ivy staff—including Community Director Ashley Lemons—refused to sign, acknowledge, or respond to the form, despite multiple follow-ups. This was not administrative delay—it was a deliberate act designed to deny Feldman a lawful exit from the lease. As a result, under Ivy's own lease terms, the move-out request is invalidated, and the lease automatically renewed for an additional 13 or 14 months. Feldman no longer has access to the portal where his lease was stored, as Ivy removed the document without notice, further compounding the issue. Feldman has now revoked his move-out notice in writing, retaining lawful possession of the unit. This is a clear breach of tenant rights and a manipulative attempt to create future eviction leverage, in direct violation of the March 3, 2023 moratorium agreement.

---

21. Denial of Medication Pickup by Authorized Representative

Date: February 26 & 28, 2025
Staff Involved: Lemons
Categories: Retaliation, Medical Neglect, Moratorium Violation

Feldman's 81-year-old mother, acting under notarized authorization, attempted to retrieve his life-sustaining autoimmune medication (valued over $1,000). Ivy staff refused her entry to the package room, falsely claimed Feldman no longer lived at the property (despite paid rent), and treated her with open hostility. This was not only retaliatory and dismissive—it posed a direct risk to Feldman's health.

22. Reimbursement Demands Ignored – Four Deadlines, No Response

Date Range: November 27, 2024 – March 28, 2025
Staff Involved: Lemons, Robinson, Heath, Whitehouse, Woodard, Rawn, Benz
Categories: Retaliation, Financial Misconduct, Moratorium Violation

Feldman submitted four formal reimbursement demands, each with documented evidence and clear deadlines. Not a single staff member acknowledged or responded to any of the claims. This stonewalling occurred while Ivy issued a less-than-24-hour rent demand notice in March 2025, threatening legal action unless payment was received immediately. The contrast is striking: four months of silence when Feldman sought relief, versus urgent threats when Ivy sought payment. Ivy has shown a pattern of withholding communication to protect itself, while weaponizing urgency and legal pressure against Feldman in retaliation.

---

23. False Allegations by Attorney John Benz

Date: March 21, 2025
Staff Involved: Benz
Categories: Legal Misconduct, Retaliation, Moratorium Violation

Ivy's attorney John Benz sent a letter refuting Feldman's claims with a series of provably false statements. Despite identifying as a debt collector, Benz did not provide a rent amount owed, payment instructions, or a way to resolve the dispute. This obstructed payment and escalated legal tension—an act of harassment under color of law.

24. Legal Entrapment and Obstruction by Attorney Michelle Rawn

Date: March 21–28, 2025
Staff Involved: Rawn
Categories: Legal Misconduct, Retaliation, Moratorium Violation

After attorney John Benz went on leave, his supervising partner, Michelle Rawn, became the main legal contact for Ivy. Rawn responded late—after key deadlines—and presented a conditional "offer" to waive March rent, but only if Feldman agreed to drop all other claims. She provided no alternative payment instructions, no amount due, and no address or account where rent could be submitted if Feldman declined the offer. This was a deliberate obstruction: Ivy was creating a trap where refusing to waive claims would allow them to allege nonpayment and justify eviction. This violates both basic legal ethics and the March 3 moratorium agreement.

---

25. Cross-Jurisdictional Retaliation – Ongoing Slander, Emotional Harm, and Legal Interference

Date: March 2023 – March 2025
Staff Involved: Walker, Lyles, Burke, Robinson, Heath, Carballo, Woodard, Whitehouse, Lemons
Categories: Civil Rights Violation, Retaliation, Conspiracy, Moratorium Violation, Emotional Distress

Feldman is currently pursuing a $5 million civil suit in California against his former landlord, whose false elder abuse claims were dismissed in court in 2020. That case involved proven slander, and it contributed directly to the loss of Feldman's partner and his cat, and the onset of extreme emotional distress. The case is now heading toward a trial date of August 8, 2025—a source of major emotional strain. Feldman informed Ivy of this lawsuit as early as March 2023. Despite that, staff and attorneys later claimed to have no knowledge of it, even though multiple individuals had discussed it with him. Feldman has reason to believe that the same former landlord is continuing to slander him, and that Ivy staff may have received or acted on this discredited information. This is more than retaliatory housing conduct. It is an ongoing conspiracy to destabilize Feldman's life across jurisdictions—interfering with both his current housing and his ability to participate in his California trial. For that reason, Feldman intends to file a separate conspiracy lawsuit in Jefferson County, naming both Ivy and the former landlord as co-defendants. This pattern of retaliation, denial, and gaslighting—potentially fueled by continued defamation—has already caused irreparable emotional harm and now threatens Feldman's access to justice in two separate states.

SET ONE

UNANSWERED EMAILS SENT TO IVY AND COUNSEL REGARDING PAYMENT OF MARCH RENT, INTENT TO MOVE OUT, OBSTRUCTION, AND MISCONDUCT

Gmail **Daniel Feldman <danieljfeldmanphd@gmail.com>**

The Ivy

Michelle Rawn <Michelle@rawnlawfirm.com> Fri, Mar 28, 2025 at 4:06 PM
To: "Daniel J. Feldman, Ph.D." <danieljfeldmanphd@gmail.com>

Dr. Feldman,

Our clients, Highmark Residential LLC for SREIT Ivy Louisville, L.L.C., has authorized me to make the following offer:

Your lease for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, will terminate effective 11:59 pm (EST) on April 8, 2025;

You will remove all of your belongings and return the keys for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, on or before 11:59 pm (EST) on April 8, 2025;

You will leave all keys, key fobs (if applicable), mail box keys, etc. in the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, and lock the door as you leave;

Our clients will inspect the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, between 9:00 and 10:00 am (EST) on April 9, 2025, to confirm compliance with this agreement;

Our client will agree to remove any charges from your account as long as you have fully vacated and surrendered the keys on or before 11:59 pm (EST) on April 8, 2025, leaving you with a $0.00 balance owed;

Neither party is acknowledging any default or claim of any kind;

All parties will sign a full and complete release and satisfaction of any and all claims, known or unknown, that any party may have against the other;

This agreement will be confidential and all parties agree not to disclose any information about the other parties; and

Dr. Feldman will withdraw, rescind or dismiss any complaints or claims filed against any party affiliated with The Ivy, including but not limited to any owner, agent, employee or contractor, of Highmark Residential LLC; any owner, agent, employee or contractor of SREIT Ivy Louisville, L.L.C., any owner, agent, employee or contractor of Rawn Law Firm, PLLC.

This offer shall remain open until 4:00 pm, EST, on Monday, March 31. 2025. Thank you.

Michelle R. Rawn, Esq.

Rawn Law Firm, PLLC

10000 Shelbyville Road, Suite 200

Louisville, KY 40223

Phone: 502-416-0150

Cell: 502-639-9396

Fax: 502-276-0607

Email: Michelle@rawnlawfirm.com

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

Urgent: Request for Payment Instructions and Itemized Response to Reimbursement Claim

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Fri, Mar 28, 2025 at 1:06 PM
To: John Benz <John@rawnlawfirm.com>, Michelle Rawn <Michelle@rawnlawfirm.com>, evictions@rawnlawfirm.com, collections@rawnlawfirm.com, P_The Ivy-CD <theivycd@highmarkres.com>, "Whitehouse, Jason" <jwhitehouse@highmarkres.com>, "MWoodard@HighmarkRes.com" <mwoodard@highmarkres.com>
Cc: Jo Anne Feldman <jojofeld@bellsouth.net>

Subject: FINAL NOTICE – 3 Hours Remaining to Comply and Minimize Legal Exposure

Dear Ivy Management, John Benz, and Michelle Rawn,

This is your **final written notice**.

As of **this message**, you have exactly **three (3) hours remaining** to comply with the legal demands set forth in my March 27 letter. The final deadline is:

Today – Friday, March 28, 2025 at 4:00 PM EDT

I have made repeated, good-faith efforts to resolve this matter without escalation. You have ignored **eight months of communication**, and now an additional week following my final legal notice.

Despite that, no one from Ivy has contacted me. No one has responded by email. No phone call. No clarification. **Nothing.**

I was explicitly instructed by John Benz to direct future communications to **Michelle Rawn**, as the supervising attorney of Rawn Law Firm. I have done so. I have sent multiple emails to Ms. Rawn over the course of this week.

She has not responded.

As of this morning, **both Mr. Benz and Ms. Rawn have been named in a Kentucky Bar complaint** for misconduct, obstruction, and failure to provide legally required debt collection information. Regardless of whether you respond today, this matter is now part of the record with the Kentucky Bar Association.

If you fail to comply in full by 4:00 PM today:

- I will file my **retaliatory eviction defense** in Jefferson County,
- I will move to add Ivy and Highmark as **co-defendants** in my pending **$5 million California lawsuit**,
- I will pursue **trebled damages, defamation, conspiracy, conversion, and civil rights violations** under Kentucky and federal law.

Your exposure increases by the hour.

This is your final opportunity to respond. All three mandatory remedies must be fulfilled. No partial resolutions. No silence.

You now have until **4:00 PM EDT**. And Ms. Rawn, your misconduct is duly noted.

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."

The Little Prince *by Antoine de Saint-Exupéry*

On Thu, Mar 27, 2025 at 2:37 PM Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

Subject: Final Legal Notice – Possession, Trespass, Mandatory Remedies, and Legal Exposure

Dear Ivy Management and Counsel,

This letter serves as **final legal notice** regarding your continued obstruction, false claims, and retaliatory conduct toward me, Daniel J. Feldman, Ph.D., resident of Apartment 3303 at The Ivy Apartments. It also puts you on notice of your legal exposure in both Kentucky and California jurisdictions.

As of **today, Thursday, March 28, 2025**, you have **exactly 24 hours** to respond in full. Your deadline is:

Friday, March 29, 2025, at 4:00 PM Eastern Daylight Time.

I have already filed today with:

- **HUD** under the Fair Housing Act;
- **The Kentucky Attorney General** for civil rights violations and housing retaliation;
- **The Kentucky Bar Association** regarding your attorney, John Benz, for debt collection misconduct and professional negligence.

If I do not receive full written resolution by the above deadline, I will:

- File a **retaliatory eviction defense** with Jefferson County Court,
- File to add Ivy and Highmark as third-party co-defendants in my **ongoing $5 million civil suit in California**, which includes slander, wrongful death, and housing retaliation.

Background and Legal Context

I am a **gay, permanently disabled, licensed clinical neuropsychologist and massage therapist**. I have lived in Apartment 3303 for over four years—possibly the **longest-standing resident** in the building. Until recently, I had **no history of nonpayment**, no lease violations, and no substantiated tenant disputes.

Over the past two years, I have been subjected to escalating:

- **Discriminatory harassment**,
- **Fabricated lease violations**,
- **Unlawful threats of eviction**, and
- **Complete obstruction** of my efforts to resolve payment and coordinate a lawful move-out.

Ivy has removed access to my **current signed lease** from the Rent Café portal while **retaining access to prior unlawful eviction threats and fabricated warnings**. Your behavior is not only retaliatory—it's obstructive, deceptive, and legally actionable.

Debt Collection Misconduct and Bar Complaint

Your attorney, **John Benz**, issued a letter identifying himself as a **debt collector**, but failed to provide:

- The **amount allegedly owed**,
- **Instructions for where or how to pay**,

- Or whether late fees were assessed and why.

Despite my mother's in-person attempt to resolve the issue—during which she was ejected from your office—**you have refused to provide any method of resolution**.

This conduct constitutes **debt collection misconduct**, legal obstruction, and is the basis of my bar complaint to the **Kentucky Bar Association**, filed today.

Legal Possession & Trespass Notice

I am retaining full legal possession of:

- **Apartment 3303**, and
- **My assigned storage units**

This is due to Ivy's:

- Failure to process my valid **February 4 move-out notice**,
- Failure to respond to my repeated communications,
- Failure to process offset requests for the **$4,360 you owe me**, and
- Refusal to provide a signed acknowledgment, payment instructions, or coordination of logistics.

  You are formally trespassed from entering the unit or storage units **for any reason** without a court order.

Any unauthorized entry constitutes:

- **Trespass**,
- **Conversion of personal property**,
- And **retaliation**, entitling me to **trebled damages** under Kentucky and federal law.

Mandatory Remedies – All Three Required

The following **three remedies must be fulfilled in full** by the deadline above. These are not optional. Failure to fulfill even one will trigger legal consequences.

Remedy 1: Paid International Relocation

You must:

- **Professionally pack and ship all of my belongings** (from apartment and storage units),
- Use an **insured, internationally certified moving company**,
- Coordinate directly with me for an **itemized inventory**,
- And cover all costs of:
  - Local pickup and handling,
  - Freight, taxes, customs duties,
  - Insurance and tracking,
  - Final delivery to my address in Costa Rica.

Remedy 2: Full Disclosure of All Communications Related to California Lawsuit

You must provide a full, written disclosure stating whether **any Ivy or Highmark staff**:

- Communicated with:
  - **My former landlord**,
  - Her **attorneys**,
  - Her **family**,
  - Her **employees**,
  - Or **any other individual** regarding me, my lawsuit, or my history;
- Received, repeated, or recorded **any defamatory information**;
- Shared **any information I provided**, or referenced my California case in any internal discussions or external communications.

  You previously denied knowledge of the California lawsuit—a provable falsehood, based on email communications from **March 6, 2023**.

You now have one final opportunity to **disclose the truth voluntarily**. If you fail and I have to resort to legal channels to subpoena all records and depose your employees, past and present, I will immediately pursue your inclusion in my **$5 million civil suit for conspiracy and defamation serving a complaint as early as next week.**

Who I Am – And Why the Slander Is So Outrageous

I am a **licensed clinical neuropsychologist**, a **massage therapist**, a **vegan**, and a **disabled gay man**. I've dedicated my life to **healing**, not harming. I have no history of violence, threats, arrests, or aggression—**none whatsoever**. I am perhaps the oldest tenant at the Ivy other than Alfredo.

Let me say that again:

> **There is no evidence—zero—that I have ever been violent toward anyone.**
> I'm a healer. I'm a doctor. I work with people in crisis. I protect them.

The claim that I'm a violent elder abuser—originally made by my former landlord—is not only false, it's **insulting** to everything I've built my life around. And it was already **proven false in 2020**, when she spent **ten months in court**, claiming to have "irrefutable evidence" of violence, only to produce:

- No 911 calls,
- No police reports,
- No witness statements,
- No medical records,
- No threats in writing,
- Not a single shred of evidence.

She dropped the case. She lost. And she paid me. The court record is clear.

And now, if Ivy has repeated or relied on her slander, then you are **knowingly aligning yourselves** with falsehoods already discredited in court—**slander that led directly to the death of my partner**, and to the trauma I am still living through today.

You know what I am. You have my lease history, my payment record, my profession. You have no history of violence, no lease violations. No unpaid rent until now—when I'm being forced to choose between protecting my rights and giving in to a system that's failed me.

So I ask—if you are landlords acting in good faith:

> Why would you ignore the tenant who paid for four years, without incident?
> Why would you listen to someone already proven to be lying in court?

Why would you threaten someone who's never threatened you?
Why would you choose harm over decency?

Maybe—just once—you could try being the landlord who **breaks the cycle**. Who helps the person who's had everything taken from him. Who chooses justice instead of aligning with injustice.

I am not your threat. I am a person who has been harmed enough—and who is asking you, one last time, to stop doing damage you cannot undo.

Remedy 3: Reimbursement Minus March Rent (No Late Fees)

You must remit by March 28, 4pm EDT or make a promise to remit no later than March 31, 4pm EDT:

- **$4,360 in verified reimbursement**,
- Minus **base March 2025 rent**,
- With **no late fees, no conditions, and no delays**.

You have failed to acknowledge this debt for over six months. You may not claim payment defaults while ignoring valid claims.

Legal Basis for Possession Without Rent

I retain possession under the lease's auto-renewal term because:

- You refused to process my move-out;
- You obstructed coordination;
- You ignored offset claims;
- And you removed access to my lease while refusing to respond to my communications.

My position is legally supported by:

Statutes

- **KRS § 383.695(2)** – Holdover claims are void if tenant gave valid notice and landlord refused to process it.
- **KRS § 383.705** – Retaliatory eviction and threats are prohibited.
- **KRS § 383.615** – Landlords must communicate in good faith and facilitate notices.
- **Contract Law – Setoff Doctrine** – Landlord debts may be offset against rent owed.
- **42 U.S.C. § 3617** – Fair Housing Act retaliation provisions.
- **Eggshell Plaintiff Doctrine** – Damages are increased when known vulnerabilities are worsened by defendant conduct.

Precedents

- *Foster v. West Plaza, LLC*, 371 S.W.3d 908 (Ky. App. 2012)
- *Brown v. Southall Realty Co.*, 237 A.2d 834 (D.C. Ct. App. 1968)
- *Reste Realty Corp. v. Cooper*, 251 A.2d 268 (N.J. 1969)
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
-

- ***Turley v. ISG Lackawanna, Inc.***, 774 F.3d 140 (2d Cir. 2014):
  Sustained harassment and worsening of known psychological disability supported compensatory and **punitive** damages.

- ***Tenenbaum v. Williams***, 880 F. Supp. 2d 162 (D. Conn. 2012):
  Landlord's inaction caused known medical condition to worsen.
  Court upheld damages, including emotional distress, as deliberate indifference.

- ***Robinson v. Chicago Housing Authority***, 1995 WL 500498:
  Retaliation in housing settings involving **disabled tenants** led to **compensatory and punitive** liability.

- ***United States v. Balistrieri,*** 981 F.2d 916 (7th Cir. 1992):
  Foundational case affirming that **reckless disregard** for protected tenant rights opens the door to **treble damages**.

Correction: Staff Name Is Ashley

In previous letters and my mother's affidavit, I mistakenly identified the manager as "Shelly." The correct name is **Ashley**, who has:

- Repeatedly promised return calls and failed,
- Refused to identify herself clearly,
- Treated me and my 81-year-old mother with **hostility, dismissal, and silence**.

She is emblematic of the pattern of **bad-faith management** that Ivy has maintained throughout this process. She has been so short with me that I barely had time to get her first name, and she refused to give me her last name. What a horror freak show! It should be noted that in my communications with my neighbors, they have indicated that they have stopped referring new tenants to the Ivy and will no longer be renewing their leases due to the rudeness of Ashley and Blake, in particular. These "community directors" perceive their roles to be disciplinarians and gatekeepers instead of helpful assistants to tenants who may need their services: lording over the tenants instead of providing a service. It is gross. Katrina, the previous manager, was courteous and professional, always, and she is missed according to nearly any neighbor in contact with me.

Communication Requirements

All future notices must be delivered by:

- **Email** to danieljfeldmanphd@gmail.com, or
- **Phone call** to +1 (307) 699-3223 or +1 (435) 612-0242.

I do **not consent to door postings**, paper letters at the unit, or messages withheld from me. You have known since **December 2024** that I am **outside the country**. Please note that my current mail is being received at 8809 Denington Dr, Louisville, KY, 40222, if you insist on mailing **in addition to** email and phone contact.

Any failure to use proper channels will be treated as **intentional obstruction** and added to the record of retaliation.

Deadline: 24 Hours from Today

Final deadline: Friday, March 29, 2025 at 4:00 PM EDT

You must confirm, in writing:

- That you will fulfill **all three mandatory remedies**,
- That you acknowledge the **trespass notice**,
- And that you understand **any further retaliation will be met with legal action**.

This is not a bluff.
This is not a delay tactic.
This is my final attempt to resolve a matter that should never have reached this point.

You have 24 hours.

Sincerely,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."
The Little Prince *by Antoine de Saint-Exupéry*

Urgent: Request for Payment Instructions and Itemized Response to Reimbursement Claim

Daniel J. Feldman, Ph.D. Sat, Mar 22, 2025 at 9:22 AM
<danieljfeldmanphd@gmail.com>
To: John Benz <John@rawnlawfirm.com>, Michelle Rawn <Michelle@rawnlawfirm.com>
Cc: P_The Ivy-CD <TheIvyCD@highmarkres.com>, "Whitehouse, Jason" <JWhitehouse@highmarkres.com>, "MWoodard@HighmarkRes.com" <MWoodard@highmarkres.com>, Jo Anne Feldman <jojofeld@bellsouth.net>, evictions@rawnlawfirm.com, collections@rawnlawfirm.com

Dear Ms. Rawn, Mr. Benz, and Highmark/Ivy Management,

This message is to formally document that I have made **every reasonable and good-faith effort to resolve payment for March 2025 rent**, while Ivy and its legal counsel have systematically refused to provide clear instructions, timelines, or resolution pathways.

I submitted a formal move-out notice on **February 4, 2025**, which repeated outstanding reimbursement claims and provided more than the required notice under your lease. Since then, I have contacted your office **weekly** in February in an effort to coordinate rent offset or payment. I spoke on February 5 about rent in March with your current manager **Shelly**, who may be the most rude and unprofessional person I have ever dealt with at the Ivy, which is saying a lot considering Blake who could be certifiably socially and emotionally handicapped unable to even look anyone in the eye, Jennifer whose Karen-esque behavior would be punishable with mandatory prison sentences in multiple states, Larry the homophobic angry maintenance lead who thought it appropriate to enter tenants' apartments without permission to photograph their belongings and then claim his privacy was violated when caught on security camera doing so, the mysterious Jason Whitehouse who ghosts any attempt to communicate at all, to the disingenuous Mary Beth who can acknowledge and terminate employees for discrimination and harassment while simultaneously contributing to the same behavior. **Shelly** told me more than once that she was too busy to speak and would follow up the next day—**no one ever did**. I have made many international calls in advance of the March rent regarding payment and have

been systematically ignored.

You have known since **December 2024** that I am currently **travelling abroad** and that I disconnected my RentCafe account. Ivy responded to my February notice not by providing payment options, but by issuing less than a **24-hour rent threat five weeks later**, demanding cashier's check or money order delivery **without providing a payment address or contact person**.

Even after I responded in good faith with a formal demand letter, your attorney **John Benz** failed to provide any instructions for how to submit payment, while knowingly misrepresenting every single key fact in his letter. His out-of-office notice—received on **March 21, 2025 at 12:16 PM**, just before my stated deadline—provided no clear successor or payment path and further demonstrates Ivy's **intentional obstruction** of resolution.

I am once again requesting **written instructions** for how to submit rent payment from abroad, as I remain willing to pay the base rent **under protest** to protect my position, without waiving any claims.

Additionally, I request a clear, written accounting of what Ivy claims is owed, and a **line-by-line response to each reimbursement claim** I've submitted. These include:

- **$360** for improper pet fee charges after I no longer had a pet;
- **$1,000** for the referral bonus, which is clearly documented in Ivy's own email campaigns;
- **$150** for the unused wine concession balance, which was manually loaded at your office;
- **$2,850** for loss of quiet enjoyment during a critical medical recovery period, which resulted in permanent vision loss;
- And now, **any late fees or penalties**, which I fully contest.

If Ivy intends to assert that **late fees are justified**, I request an explanation of:

- How Ivy believes I was provided **any clear, actionable payment method**;
- How a **24-hour rent threat without instructions** constitutes valid notice;
- And how Ivy justifies charging penalties after refusing to answer my weekly calls in advance of the rent, speak with my authorized representative, or respond to my repeated requests for resolution.

If Ivy disputes any of these amounts, you must state so **explicitly and in writing**. If you continue to deny clearly documented facts—such as the existence of the referral

bonus or wine concession refund—you will be exposing your client to **fraud liability and significant civil exposure with damages trebled as justified in the previous email.**

Finally, please confirm whether Ivy intends to **acknowledge or deny liability** for the **permanent personal injury** I sustained due to their negligence, as outlined in detail in my demand letter. Continued silence will be taken as refusal to resolve and used to establish intent in litigation.

The continued refusal to respond, the denial of documented facts, and the lack of payment instructions are not simple oversights. This is **intentional gaslighting**, carried out over many months and across multiple levels of Ivy's management. It is clear that your legal representative is now being used—whether knowingly or negligently—as a **tool to continue that misconduct**. If Mr. Benz failed to verify the facts laid out in my demand letter, that is its own professional failing. If he was told false information and repeated it, that implicates your entire team in **further retaliation, misrepresentation, and obstruction**. Either way, the harm continues—and I will seek accountability accordingly including reporting legal misconduct to the Kentucky Bar Association.

Most sincerely,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."
***The Little Prince** by Antoine de Saint-Exupéry*

On Fri, Mar 21, 2025, 12:16 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> **Revised and Final Demand Letter to The Ivy Apartments & Highmark Residential**

Gmail

Daniel Feldman (Daniel J Feldman, PhD)
<danieljfeldmanphd@gmail.com>

Automatic reply: Ivy Apartments and D Feldman

John Benz **<John@rawnlawfirm.com>** **Fri, Mar 21 at 12:16 PM**
To: Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>

I will be out of the office on medical leave starting Thursday March 20, 2025. It is anticipated I will be out for three to four weeks mininum. I will not have access to email during this time.

If you need immediate assistance please email evictions@rawnlawfirm.com for eviction help, collections@rawnlawfirm.com for collections help or Michelle Rawn at michelle@rawnlawfirm.com for anything else. I will return messages when I return. You can also call the office at 502-416-0150.

SIncerely,
John R. Benz, Esq.

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Ivy Apartments and D Feldman

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>
To: John Benz <John@rawnlawfirm.com>
Cc: P_The Ivy-CD <TheIvyCD@highmarkres.com>, "Whitehouse, Jason" <JWhitehouse@highmarkres.com>, "MWoodard@HighmarkRes.com" <MWoodard@highmarkres.com>, Michelle Rawn <Michelle@rawnlawfirm.com>
Bcc: Jo Anne Feldman <jojofeld@bellsouth.net>

Fri, Mar 21, 2025 at 9:16 AM

Revised and Final Demand Letter to The Ivy Apartments & Highmark Residential

This email shall serve as formal notice of this communication, as I am currently out of the country and unable to use U.S. mail services.

Dear Mr. Benz,

Your response on behalf of The Ivy Apartments is either the result of gross negligence or a complete failure to verify the facts of this case. It appears you have either:
1. Ignored key documentation and communications that directly contradict your claims.
2. Been misled by your client's continuous falsehoods, which can be easily disproven with clear evidence.

This case is not simply a dispute over lease terms—it is part of a systemic pattern of harassment and discrimination against me as a gay man who is permanently disabled. This mistreatment has persisted despite my repeated efforts to resolve it in good faith. Your client's conduct has directly harmed me financially, physically, and emotionally, subjecting me to repeated discriminatory harassment and distress.

If I do not receive a satisfactory response from you by Friday at 4 p.m. and full reimbursement of funds owed to me and requested from the Ivy over 6 months ago without any response, minus the March rent without late fees, I will proceed with filing this complaint in court next week. At that time, I will also be filing formal complaints with the Kentucky Attorney General's Office and Fair Housing authorities, as well as

pursuing subpoenas to obtain documentation regarding your client's potential coordination with my former landlord in California.

SECTION 1: Original Complaints and Filing of *Feldman v. Highmark and VOC Phase I Owner, LLC*

This section details the foundation of the claims filed in the **March 3, 2023 Declaratory Judgment Complaint** against **Highmark Residential and VOC Phase I Owner, LLC**, operators of The Ivy Apartment Homes. This case marked the start of a continuous and escalating pattern of harassment, discrimination, and retaliatory conduct—conduct that has persisted well into 2025.

All of these events involved adverse actions taken against me, a **permanently disabled gay man**, in clear violation of fair housing laws. These acts were not only unlawful in isolation, but collectively reflect systemic discrimination and repeated attempts to interfere with my housing stability. Each act was documented, and the response from management was either retaliatory or willfully indifferent.

A. Incident 1: Retaliation for Coffee Station Sanitation Complaint

1. On **January 23, 2023**, I emailed Assistant Community Director **Michaela Walker** after cleaning the communal coffee machine area. I found large slabs of mold under the drip tray, caked coffee grounds hardened like bricks, and spilled chocolate residue that had been there for weeks.
2. This was not the first complaint. For two years, I had notified staff about the unsanitary conditions. My complaints were consistently ignored. No dish soap or paper towels were ever made available in the shared kitchen.
3. Due to the ongoing public health risks, I cleaned the area using hand soap from the men's bathroom and napkins I brought from home.
4. Instead of thanking me or addressing the sanitation issue, management responded with a reprimand. I was told that I should not open or clean the coffee machine, and my comment that it was "moldy" was described as "concerning."
5. This incident, rather than being resolved, marked the beginning of a clear and retaliatory pattern of treatment in which my concerns were used to justify harassment rather than remediation.

B. Incident 2: Pest Infestation, Extermination Fraud, and Privacy Violation

1. From **late 2022 through early 2023**, I reported a serious infestation of biting midges inside my unit. These pests caused significant harm, including multiple emergency room visits and medical interventions.
2. Despite charging residents monthly for extermination services, **The Ivy had no contract in place for active extermination**, a fact later admitted by staff.
3. I documented the infestation and requested urgent pest control assistance for over three months. No one responded, and no treatment occurred.
4. In parallel, **Larry**, a maintenance employee, entered my apartment without notice or permission and began **photographing personal belongings**, including inside drawers, cabinets, medicine boxes, and electronics.
5. These acts were captured on my security camera system. The footage shows Larry speaking to another staff member, indicating they were "looking for something"—a clear effort to find any basis to evict me.
6. I received no justification or response when I reported this violation of my privacy and rights. No apology or corrective action was taken.

C. Incident 3: Retaliation for Safety Complaint and Facebook Message to Alfredo

1. On **February 27, 2023**, I saw several large plastic storage bins on the edge of a third-floor balcony. Strong winds that day posed a severe danger that these objects could be blown off and injure someone.
2. I called and emailed the leasing office, but no one responded for hours. Concerned for others' safety, I sent a short, polite Facebook message to **Alfredo**, a maintenance worker who I believed lived in that unit.
3. Instead of addressing the legitimate safety issue, management retaliated. I received a **14-day quit notice** dated **March 2, 2023**, claiming that my Facebook message "disturbed and threatened" staff.
4. This was the **fourth eviction threat** I had received in a year, all of which followed protected activity—such as reporting health hazards or exercising tenant rights.
5. Management still failed to remove the bins or secure the balcony, showing a complete disregard for actual safety and focusing only on suppressing complaints.

D. Incident 4: Retaliation for Use of "Karen" in Private Complaint

1. In **early March 2023**, I described in writing a pattern of staff behavior that I

likened to “Karen-like” conduct—meaning the fabrication of rules not written anywhere, applied inconsistently to punish certain tenants.

2. This was private correspondence to management—not a public statement, nor discriminatory in any sense.
3. Within 24 hours, I received a fifth eviction threat, citing a **“zero-tolerance policy for discriminatory language.”**
4. The term “Karen,” as used here, was generic and not based on race or gender. Management’s interpretation and application of this policy was plainly retaliatory and opportunistic.
5. This March 2, 2023 notice was the final straw, and on **March 3, 2023**, I filed a **Declaratory Judgment Complaint** in Jefferson County Circuit Court.
6. I sent a **courtesy copy** of the filing to **Mary Beth Woodard** that same morning. Within **10 minutes**, **Jennifer Burke**, the manager responsible for issuing multiple eviction threats, was **terminated**.
7. This swift termination, accompanied by **verbal admissions** by Mary Beth that the conduct had been unlawful, formed the basis of a **verbal moratorium agreement**, to be detailed in Section 2.

E. Legal Relevance and Preservation of Evidence

1. Contrary to Attorney Benz’s assertion, the 2023 lawsuit is neither “moot” nor “irrelevant.” It had **immediate, material consequences**, including staff termination and admissions of wrongdoing.
2. The lawsuit marks the **beginning of a continuous course of discriminatory and retaliatory conduct** that has never ceased, and as such, the claims remain **well within the statute of limitations** under both Kentucky and federal law.
3. The Ivy’s argument that the case was not served is legally immaterial. The lawsuit was filed, and a courtesy copy was delivered to management, producing immediate, documented consequences.
4. I agreed to withdraw the lawsuit **before formal service**, **only** because of assurances by Mary Beth Woodard that the matter would be addressed in good faith.
5. All calls and messages surrounding this event—including admissions by Mary Beth —were **recorded and preserved**.

6. These recordings are legally valid, as they occurred in **one-party consent states** (Kentucky, North Carolina, and Texas). I expect that Highmark has also preserved their call recordings and communications as required by law.
7. Any denial of these facts will be refuted by digital documentation, call logs, and timestamps, all available for legal review.

F. POINTS AND AUTHORITIES

Statutes

- **KRS § 344.040** – Prohibits housing discrimination based on sexual orientation and disability.
- **KRS § 383.705** – Prohibits retaliation for tenant complaints and lawful conduct.
- **42 U.S.C. § 3617** – Federal Fair Housing Act: prohibits coercion, intimidation, threats, or interference with protected housing rights.
- **42 U.S.C. § 3613(c)** – Authorizes treble damages for willful violations of § 3617.
- **KRS § 418.040** – Kentucky Declaratory Judgment Act.
- **Continuing Violations Doctrine** – Each new act of retaliation restarts the statute of limitations for Fair Housing claims.

Precedents

- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – FHA § 3617 prohibits repeated, retaliatory interference with housing enjoyment.
- *Robinson v. Chicago Housing Authority*, 1995 WL 500498 – Repeated threats of eviction following protected activity constitute FHA retaliation.
- *Friedman v. Live Nation Merchandising, Inc.*, 833 F.3d 1180 (9th Cir. 2016) – Verbal agreements tied to legal claims are enforceable when relied upon to the party's detriment.

SECTION 2: Withdrawal of the Declaratory Judgment Complaint and the Moratorium Agreement

---

A. The Filing and Courtesy Copy of the Declaratory Judgment Complaint

1. On **March 3, 2023**, I formally filed a **Declaratory Judgment Complaint** in Jefferson County Circuit Court against Highmark Residential and VOC Phase I Owner, LLC, operators of The Ivy Apartment Homes.
2. That same morning, I sent a **courtesy copy** of the complaint to **Mary Beth Woodard**, a senior representative of The Ivy's management team at the time.
3. This was the culmination of **extensive discussions with Ms. Woodard** throughout the preceding week, during which I outlined a long pattern of harassment, discrimination, and retaliation by Ivy staff.
4. The content of the complaint included detailed documentation of five specific incidents (see Section 1), and I made clear my intent to proceed with litigation unless an immediate, good-faith resolution was reached.
5. All related communications—including phone calls, voicemails, and email exchanges—are **recorded and digitally preserved**.

B. Acknowledgment of Wrongdoing by The Ivy Management

1. Upon reviewing the complaint and supporting evidence, **Mary Beth Woodard explicitly acknowledged** that:
    - Ivy staff had **engaged in discriminatory conduct**.
    - The **evidence I submitted was clear, detailed, and irrefutable**.
    - Immediate internal action was necessary to correct the situation.
2. Within **ten minutes** of receiving the complaint, **Jennifer Burke**, the staff member responsible for multiple retaliatory eviction threats, was **terminated**.
3. This action was not coincidental—it was a direct and immediate consequence of the complaint and functioned as **an implicit admission of fault** by management.

C. Formation of the Moratorium Agreement

1. In response to this acknowledgment of wrongdoing and Burke's termination, I agreed to **withdraw the complaint before formal service**, in reliance on The Ivy's assurances that the matter would be resolved without litigation.
2. As a condition of my withdrawal, **The Ivy entered into an informal but clear and enforceable moratorium agreement**, the terms of which included:
    - **Jennifer Burke's permanent removal** from any management role at the

property.

- Acknowledgment by management of the **harassment and discrimination I had endured**.
- A **standing moratorium on retaliatory actions** for the remainder of my lease, including:
  - No further **eviction threats**, "lease violation" notices, or **punitive retaliation**.
  - The **only exception** being where **unfalsifiable proof** existed of a lease violation posing a legitimate threat.

D. Documentation and Binding Nature of the Agreement

1. The terms of the moratorium were confirmed in **multiple recorded phone calls and written messages** with Mary Beth Woodard.
2. These calls occurred across **Kentucky, Texas, and North Carolina**—all of which are **one-party consent states** under both state and federal law.
3. My phone system **automatically records all calls**, and I made this known during our conversations. No objections were raised by Ivy management.
4. Under standard contract doctrine, this agreement is **legally binding**, as it was:
   - Made in response to a pending legal filing;
   - Relied upon by me to withdraw litigation;
   - Accompanied by immediate material action (i.e., staff termination);
   - Made knowingly, voluntarily, and with the intent to resolve the legal dispute outside of court.

E. Proof That the Declaratory Judgment Had Direct and Immediate Consequences

1. The Ivy's own internal records and actions **directly contradict their lawyer's claim** that the lawsuit is "irrelevant" or "nonexistent."
2. I have **email communications** with Mary Beth Woodard that confirm receipt of the complaint and acknowledgment of its content.
3. I also have **recorded phone calls** in which she:

- Admits that **Ivy engaged in unlawful and discriminatory conduct**;
- Acknowledges that the evidence is overwhelming;
- Confirms that a **moratorium would be implemented**.

4. Ivy's **HR records will reflect that Jennifer Burke was terminated on March 3, 2023**, the exact morning the complaint was delivered.
5. These facts are verifiable and legally dispositive. If Ivy failed to document the moratorium agreement internally, that is **their administrative failure**, not mine.

F. Legal Significance of the Moratorium

1. The existence and breach of the moratorium agreement are **central to the ongoing liability The Ivy and Highmark now face**.
2. Retaliatory actions taken after March 2023—including new eviction threats, rent demands during active disputes, and denial of basic accommodations—**violate this agreement**.
3. These actions also constitute **renewed Fair Housing violations**, triggering a **new two-year statutory window** for legal enforcement under federal law.
4. I relied in good faith on management's agreement. Their failure to uphold it has caused **continued emotional distress, financial loss, and interference with my housing stability**.
5. Any denial of this agreement's existence will be refuted by **recorded audio, emails, call logs, and corroborating circumstantial evidence**.

POINTS AND AUTHORITIES

Statutes

- **KRS § 383.705** – Prohibits landlord retaliation in response to tenant legal action or safety complaints.
- **KRS § 344.280** – Prohibits retaliation for opposing housing discrimination.
- **42 U.S.C. § 3617** – Unlawful to interfere, intimidate, or retaliate against a person exercising housing rights.
- **42 U.S.C. § 3613(a)** – Fair Housing Act: Legal claims must be brought within two years of the most recent discriminatory act; applies **continuing violations doctrine**.

- **Contract Law Principles** – Agreements made in exchange for the withdrawal of a lawsuit, and relied upon, are enforceable even if informal.

Precedents

- *Friedman v. Live Nation*, 833 F.3d 1180 (9th Cir. 2016) – Verbal agreements tied to litigation avoidance can be enforced when one party relies on them.
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – Fair Housing Act prohibits ongoing retaliation even after initial complaint is resolved.
- *Marek v. Chesny*, 473 U.S. 1 (1985) – Agreements resolving litigation are binding if reasonably relied upon, regardless of formal service.

Section 3: Continued Harassment & Violations of the Moratorium

A. Dog Noise Complaints and Retaliation

1. On **August 12, 2024**, I submitted a formal complaint regarding persistent, excessive dog barking from the unit above mine. I contacted **Alfredo** in the leasing office, who refused to take action, stating the only option was to file a formal complaint against the neighbors. This response was both **dismissive and procedurally unnecessary**, as Ivy staff could have easily addressed the matter informally.
2. I followed up multiple times in **September and October 2024**. Initially, staff acknowledged the presence of the dog; later, **management denied the dog existed at all**—a clear instance of gaslighting and bad-faith conduct.
3. On **October 5, 2024**, **Blake** falsely accused me of "harassment" after I had a brief, respectful conversation with my neighbor in an effort to resolve the noise in a humane way. Ivy then used this fabricated accusation to justify further retaliatory actions.
4. I submitted video recordings, audio clips, and multiple written communications documenting the barking and Ivy's refusal to respond. I also obtained written confirmation from **Jason Frew**, affirming the dog's presence and the disruption it caused. These were all ignored.
5. **Critically, I informed Ivy management in writing—on multiple occasions—that I was recovering from a serious eye surgery** and that sleep disturbance or stress during this period could jeopardize the healing process and lead to irreversible harm.
6. Ivy **ignored these warnings**, took no remedial action, and continued to gaslight

and blame me instead of intervening. As a result of the sustained disruption and lack of sleep, I suffered **permanent vision loss** in the affected eye.

7. The medical harm I sustained was not incidental—it was **a direct and foreseeable consequence of Ivy's deliberate inaction** despite specific medical warnings. This triggers full liability under the **Eggshell Plaintiff Doctrine** and exposes Ivy to **treble damages** under both the **Fair Housing Act** and **Kentucky Civil Rights Act**.
8. On **November 27, 2024**, I formally demanded reimbursement of **two months' rent** due to loss of quiet enjoyment, medical harm, and emotional distress, and I gave Ivy a **deadline of December 6, 2024** to respond. They did not respond at all—not even to deny the claim.

Timeline: Dog Noise Complaints and Retaliation

Date	Event	Person Involved
Aug 12, 2024	First complaint about excessive barking	Alfredo (Leasing Office)
Sept–Oct 2024	Follow-up requests; dog acknowledged then denied	Ivy Management
Oct 5, 2024	Blake falsely accuses me of harassment	Blake (Management)
Oct 2024	Ivy denies dog's existence despite previous acknowledgment	Blake, Ivy Management
Multiple Dates	Video/audio documentation ignored	Blake, Jason Whitehouse
Nov 27, 2024	Written demand for rent reimbursement; deadline set for Dec 6	Ivy Management

---

B. Referral Bonus Fraud – Proof of Their Lies

Despite aggressively marketing their referral program throughout 2024, The Ivy Apartments refused to honor their obligations after I referred two tenants—**Jason and Sean Frew**—who met all the residency and lease compliance criteria.

Timeline: Referral Program Fraud

Date	Description
Jan 3, 2024	Ivy management sent promotional email advertising referral bonus program.

Mar 18, 2024	Ivy sent reminder email reaffirming the program was active.
May 25, 2024	Confirmation email stated referral bonuses were still available.
Jul 12, 2024	Jason Frew emailed Ivy confirming I referred him and asked about the bonus.
Oct 5, 2024	Final referral promotion sent. Shortly afterward, Ivy falsely claimed no such program existed.

Despite this documented record, Ivy management **refused to issue the referral bonus**, later claiming—contrary to months of promotional emails—that the program "did not exist." This constitutes both **fraud and a deceptive trade practice**, particularly given the reliance induced by their repeated advertisements.

C. Wine Concession Program – Mishandling of Funds

Ivy Apartments operated a wine station program that required residents to load funds onto prepaid cards at the leasing office. After the program was discontinued, Ivy refused to refund remaining balances—despite confirming that **manual fund loading was the standard procedure**.

Key Evidence of Mishandling

Date	Description
Jul 13, 2021	Ivy email: "Wine machine will be down for 6–10 days for maintenance."
Jul 23, 2021	I emailed Ivy: "I can't load funds online. Can someone please load my card manually at the office?"
Jul 23, 2021	Ivy responded: "Yes, just swing by the office and we'll manually load the card."
Mar 21, 2022	Ivy announced discontinuation of wine station—no mention of refunds.
Nov 27, 2024	I formally requested refund of $150 unused balance. Ivy claimed "no record" and refused refund.

The Ivy's denial is **refuted by their own 2021 response**, which acknowledged manual card loads at the office. The refusal to refund money taken through a managed community amenity—with no option to use or recover it—is textbook **bad-faith mismanagement**.

D. Additional Retaliatory Actions and Violations

1. **Pet Fee Refusal** – At the **beginning of 2024**, after relocating my remaining cat to a foster home (with Jason Frew), I informed **Alfredo in person** on three separate occasions that I no longer had any pets. Each time, he agreed to remove the $30/month pet fee. **It was never removed**, and the overcharge continued throughout my lease.
2. **Storage Unit Lockout** – In **October 2024**, I requested a lock change for one storage unit. Instead, **Ivy changed both locks** without my consent or notice. I was **locked out of my own storage units** during a critical period when I needed access to belongings. I filed a complaint stating this was a clear violation of Kentucky law and requested **six weeks of rent as compensation**. No response was ever provided.
3. **Retaliation Against My Mother** – On **February 28, 2025**, my 81-year-old mother, **Jo Anne Feldman**, drove across town in **icy, inclement conditions** with a **notarized authorization letter** to retrieve my medication. While I was on the phone with her during the visit, I witnessed Ivy staff not only **refuse her access**, but also treat her with **open rudeness and disrespect**. They falsely claimed I "no longer lived there" and denied her entry to retrieve urgent, life-sustaining medication. This was an act of retaliation and dangerous neglect.
4. **Ignored Reimbursement Demands** – In my **November 27, 2024** email, I formally requested reimbursement of:
    - Two months' rent due to permanent injury from noise exposure;
    - $150 wine card refund;
    - Overcharges for pet fees;
    - Referral bonuses. I gave Ivy until **December 6, 2024** to respond. **They did not respond at all.** Instead, on **March 6, 2025**, they issued a **rent demand with under 24 hours' notice**, while I was out of the country and without resolving any of my claims.

E. Summary

The Ivy Apartments' retaliatory conduct **did not end with the moratorium agreement in 2023**—it escalated.

Their actions since then include:

- Denial of all financial offsets despite clear documentation;
- Locking me out of my own storage units;
- Mismanaging and refusing to refund amenity funds;
- Refusing basic accommodations during medical recovery;
- Threatening legal action while ignoring my good-faith attempts to resolve matters;
- Harassing and humiliating my 81-year-old mother during a medically urgent visit.

Each of these actions constitutes not only a **breach of the moratorium agreement**, but a **renewed violation of federal and Kentucky housing laws**.

F. POINTS AND AUTHORITIES

Statutes

- **KRS § 344.040** – Prohibits housing discrimination based on disability.
- **KRS § 344.280** – Prohibits retaliation for opposing discrimination or filing complaints.
- **KRS § 383.705** – Prohibits landlord retaliation for tenant complaints or exercising legal rights.
- **42 U.S.C. § 3617** – Fair Housing Act provision barring interference, coercion, or retaliation.
- **42 U.S.C. § 3613(c)** – Allows treble damages for willful violations of FHA protections.
- **KRS § 383.615** – Landlords must maintain access to property and not interfere with tenant possessions.
- **Americans with Disabilities Act (ADA)** – Prohibits denial of accommodation or disparate impact based on medical condition.
- **Eggshell Plaintiff Doctrine** – Defendants are fully liable for injuries worsened by their actions against vulnerable individuals.

Precedents

- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – Harassment and retaliation are independently actionable under FHA § 3617.

- *Robinson v. Chicago Housing Authority*, 1995 WL 500498 – Housing authority liable for retaliatory eviction threats.
- *Jankowski Lee & Assoc. v. Cisneros*, 91 F.3d 891 (7th Cir. 1996) – Refusal to provide services and continued obstruction violates FHA.
- *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014) – Sustained harassment and injury entitles plaintiff to compensatory and punitive damages.
- *Davis v. Echo Valley Condo Ass'n*, 945 F.3d 483 (6th Cir. 2019) – Failure to act on medically relevant housing concerns violates Fair Housing Act.

SECTION 4: Demand for Reimbursement

A. Summary of Reimbursement Demands

On **November 27, 2024**, I submitted a formal written request for reimbursement, giving The Ivy Apartments until **December 6, 2024** to respond. They ignored the request entirely.

In addition to those original claims, I am now formally demanding reimbursement for additional overcharges and mismanaged programs, all of which have been verified and previously documented.

B. Itemized Reimbursement Breakdown

Description	Amount Owed
Pet Fee Overcharges	$360.00
Improperly charged $30/month in 2024 after I no longer had any pets. Staff was informed multiple times in person and acknowledged the error but never removed the fee.	
Referral Bonus – Jason & Sean Frew	$1,000.00
Fully qualified referrals per Ivy's own program emails. Ivy denied the bonus after promotion, despite confirming eligibility in writing.	
Wine Concession Refund	$150.00
Balance from prepaid wine card loaded in person at the office in 2021. Ivy denied refund in 2024, falsely claiming no record existed.	
Loss of Quiet Enjoyment – Rent Credit	$2,850.00

For two months of debilitating noise during recovery from eye surgery. Ivy ignored medical warnings, resulting in permanent injury.

Subtotal **$4,360.00**

C. Offset for March Rent (No Late Fees)

From the total of **$4,360.00**, Ivy may offset **only the base rent for March 2025**. However:

- **No late fees are applicable or enforceable.**
- Ivy's refusal to process any reimbursement or discuss offsets over the prior six months precludes them from enforcing payment penalties.

D. Good Faith Efforts and Rejection of Late Fees

1. I made every reasonable and documented effort to **engage Ivy in a good-faith discussion** about offsetting March rent from their outstanding reimbursement debt.
2. I contacted Ivy management **weekly from February through March**, including calls to senior staff and to **Mary Beth Woodard**, with **no response**.
3. Despite knowing I had been **out of the country since December 2024**, Ivy chose to communicate solely by **leaving printed notices on my apartment door**—a method they knew I could not access.
4. They also **blocked my 81-year-old mother**, who held a **notarized authorization**, from retrieving those notices on my behalf, further compounding the lack of notice.
5. In this context, **no penalties or late fees can be assessed**. Ivy knowingly and willfully:
    - Ignored my reimbursement claims for six months;
    - Refused to answer or return my calls;
    - Failed to notify me by email, mail, or phone of any payment concerns;
    - Denied access to those authorized to assist me.

Their conduct was not only **administratively negligent**, but **calculated to deprive me of due process and preserve financial leverage** by withholding communication.

E. Final Demand Deadline

The final balance—after offsetting base March rent—must be paid in full **no later than Friday, March 21, 2025 at 5:00 PM ET**.

Failure to comply will result in:

- Immediate complaints to the **Kentucky Attorney General's Office** and **HUD**;
- Civil litigation seeking **treble damages** under federal and Kentucky housing law.

F. POINTS AND AUTHORITIES

Statutes

- **KRS § 383.705(1)(c)** – Prohibits landlord retaliation for a tenant's good faith effort to secure repairs or assert rights.
- **KRS § 383.615(1)** – Requires landlords to maintain the premises and comply with terms of the rental agreement; financial negligence is a breach of the lease.
- **KRS § 383.580(6)** – Requires landlords to provide proper notice and accounting for deductions or disputes.
- **Fair Housing Act (42 U.S.C. § 3617)** – Retaliatory financial obstruction constitutes prohibited interference under housing rights law.
- **Contract Law Principle – Setoff Doctrine** – Tenants may offset rent obligations when the landlord owes a valid, unrefuted financial debt.

Precedents

- **Foster v. West Plaza, LLC**, 371 S.W.3d 908 (Ky. App. 2012)
  – A landlord's refusal to correct known overcharges and failure to provide accurate accounting constitutes breach of lease and may invalidate enforcement actions like eviction or penalties.
- **Jankowski Lee & Assoc. v. Cisneros**, 91 F.3d 891 (7th Cir. 1996)
  – A landlord's failure to refund amenity-related payments and its retaliation through service denial violates § 3617 of the FHA.
- **Armijo v. Fed. Nat'l Mortg. Ass'n**, 2020 WL 1172693 (D. N.M. 2020)
  – A landlord's refusal to engage in discussion or acknowledge tenant reimbursement claims, followed by sudden eviction efforts, was found to be retaliatory.
- **Reste Realty Corp. v. Cooper**, 251 A.2d 268 (N.J. 1969)
  – Landmark ruling affirming that when a landlord fails to uphold its obligations

under the lease, the tenant is justified in withholding or offsetting rent.

- **Brown v. Southall Realty Co.**, 237 A.2d 834 (D.C. Ct. App. 1968)
  – Rent is not due when the landlord has materially breached its obligations; a tenant is not penalized for non-payment under such conditions.

SECTION 5: Damages for Personal Injury & Emotional Distress

A. Permanent Injury Caused by Management's Negligence

1. I have sustained **permanent vision loss in one eye** as a **direct and foreseeable result** of The Ivy Apartments' refusal to act on my medically urgent noise complaints during my post-operative healing period.
2. I provided **written notice of my condition and vulnerability** on multiple occasions between **August and October 2024**.
3. Rather than accommodate this medically documented need, Ivy staff chose to **ignore, gaslight, and retaliate**—even falsely accusing me of harassment after a simple, respectful neighborly conversation.
4. The **permanent damage I suffered was entirely preventable**, had Ivy taken even minimal steps to reduce the disruption.
5. Under the **Eggshell Plaintiff Doctrine**, Ivy is **fully liable for the extent of harm**, even if my condition made me more susceptible than others.

B. Emotional Distress from Sustained Harassment and Retaliation

1. Over the course of nearly **two years**, Ivy has engaged in a **coordinated and escalating pattern of harassment, neglect, and discrimination**, targeting me for simply asserting my rights as a disabled gay tenant.
2. Examples include:
   - Fabricated or exaggerated "lease violations";
   - Repeated threats of eviction;
   - Unauthorized entry into my apartment and storage units;
   - Denial of access to medication retrieval;

- Refusal to process or even acknowledge valid reimbursement claims;
- Use of a law firm to **respond to a legitimate grievance with lies and gaslighting.**

3. These actions have caused sustained **emotional distress, anxiety, humiliation**, and **physical exhaustion**, all of which are exacerbated by my status as a **disabled tenant with known medical vulnerabilities**.

C. I Withheld Damage Claims to Resolve This Amicably—That Time Has Passed

1. In my original demand letters, including the one sent on **March 18, 2025**, I made a deliberate and **generous decision** not to demand damages for personal injury or emotional harm—even though I had a clear and compelling legal basis to do so.
2. I gave Ivy and Highmark the opportunity to correct course by simply **reimbursing what they already owe** and responding in good faith.
3. Instead, I received a letter from attorney **John Benz**, which contains **blatantly false statements**, gaslighting, and factual denials of events that are not only documented but in some cases already acknowledged by Ivy's own management.
4. This response confirms that Ivy is not acting in confusion, but in **bad faith**—intentionally ignoring facts, misleading me, and attempting to exhaust me through obstruction and delay.

D. Final Opportunity to Limit Exposure Before Litigation

1. This letter represents Ivy's **final opportunity** to contain this matter informally.
2. If Ivy fails to respond in full and in good faith by **Friday, March 21, 2025 at 5:00 PM ET**, I will be **forced to initiate formal legal proceedings** that will include the full scope of damages related to:
   - Personal injury and medical harm;
   - Emotional distress and loss of housing stability;
   - Retaliation and punitive damages under both federal and Kentucky law.
3. As of this writing, I am still willing—if reluctantly—to resolve this matter through **reimbursement and a formal acknowledgment of wrongdoing**. However, I will **not extend this deadline again**.
4. After 5:00 PM on Friday, **no further discussions will be entertained regarding**

reduced liability, settlement offsets, or omitted damage categories. At that point, I will pursue **full legal relief** through:

- Civil litigation;
- A renewed **Fair Housing Act complaint**;
- Potentially incorporating Ivy and Highmark into the **pending $5 million conspiracy and retaliation suit** currently scheduled for trial in August 2025.

5. I have extensive documentation—including **medical records, time-stamped calls, internal emails, affidavits, and witness statements**—that will fully support these claims.

E. POINTS AND AUTHORITIES

Statutes

- **42 U.S.C. § 3613(c)** – Authorizes compensatory and punitive damages, including for emotional distress, under the Fair Housing Act.
- **KRS § 344.040** and **KRS § 344.280** – Prohibit discrimination and retaliation based on disability and permit civil damages.
- **Eggshell Plaintiff Doctrine** – A tortfeasor must take the plaintiff as they find them; heightened harm due to disability increases liability.
- **KRS § 383.705** – Protects tenants from retaliatory conduct including harassment, denial of services, or fabricated notices.

Precedents

- *Turley v. ISG Lackawanna, Inc.*, 774 F.3d 140 (2d Cir. 2014) – Workplace harassment claims support significant emotional distress damages when sustained and ignored.
- *United States v. Balistrieri*, 981 F.2d 916 (7th Cir. 1992) – Housing discrimination supports full compensatory and punitive damages for emotional distress.
- *Tenenbaum v. Williams*, 880 F. Supp. 2d 162 (D. Conn. 2012) – Landlord held liable where refusal to accommodate tenant's medical needs led to injury.
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – Retaliation and interference with housing rights actionable even after resolution of original complaint.
- *Jankowski Lee & Assoc. v. Cisneros*, 91 F.3d 891 (7th Cir. 1996) – Denial of

services and amenities coupled with gaslighting was sufficient to sustain § 3617 FHA claims.

SECTION 6: Intent to Move Out & Lease Violations by The Ivy

A. Timely Notice of Intent to Vacate

1. On **February 4, 2025**, I submitted an official **Notice of Intent to Move Out**, using Ivy's own move-out form.
2. The form was properly completed, timely, and specified a move-out date of **April 8, 2025**, well within the required notice window.
3. The Ivy Apartments **failed to sign, return, or acknowledge** this notice in any way.
4. Under the lease, failure to acknowledge a timely notice **does not invalidate it**. My intent to vacate was properly communicated and legally effective.

B. Ivy's Failure to Respond to the Notice or Coordinate Move-Out

1. From February through March 2025, I made **multiple good-faith attempts** to confirm the move-out plan and discuss rent reconciliation.
2. These included:
    - Weekly phone calls to Ivy management;
    - Repeated outreach to **Mary Beth Woodard**;
    - Calls placed again on **March 10 and 11**, before receiving any formal notice of nonpayment.
3. **None of my calls were returned.** Ivy refused all contact, and made no effort to confirm notice or coordinate move-out logistics.

C. Deliberate Obstruction of Communication and Notices

1. Ivy management has known since **December 2024** that I have been residing outside the country.
2. Despite this, they:
    - **Posted notices on my door**, knowing I could not retrieve them;
    - **Refused to allow my 81-year-old mother**, holding a notarized letter of

authorization, to retrieve documents or packages;

- **Failed to communicate by email, phone, or mail**, all of which were viable options used previously.

3. This obstruction was not accidental. It was a **deliberate strategy to create artificial non-compliance** and fabricate grounds for eviction.

D. Ivy's Failure to Comply with Its Own Lease Terms

1. My lease, as of March 2024, was operating under a **month-to-month renewal**, which legally permitted 30-day notice for termination.
2. My February 4 notice fully complied with this requirement.
3. Ivy's refusal to process the form or respond to my outreach constitutes a **breach of their lease obligations**.
4. Under **KRS § 383.615**, a landlord must process notices and engage with tenants in good faith. Ivy did neither.

E. Ivy's Attempted Rent Enforcement in Bad Faith

1. On **March 13, 2025**, I received an email from Blake demanding rent within 24 hours, under threat of legal escalation.
2. This was sent **after Ivy had ignored six months of reimbursement claims**, failed to respond to my official move-out form, and refused to engage with me or my authorized representative.
3. At the time of the demand, Ivy owed me **$4,360.00**—far more than any rent due.
4. I had contacted them repeatedly to resolve this in February and March. Their **failure to communicate or facilitate payment offsets** does not entitle them to enforce rent, especially under threat of eviction.

F. Post-Vacate Options and Continued Possession

Given Ivy's failure to facilitate my move-out or engage in good faith, I now assert the following:

Option 1:

- I am entitled to remain in the apartment for up to **14 months**, rent-free, to allow

safe, deliberate removal of my belongings on my own schedule;

- This corresponds to Ivy's failure to process my notice, the lease's auto-renewal, and their obstruction of my departure.

Option 2:

- If Ivy wishes to regain possession sooner, they must:
  - **Professionally pack and ship all of my belongings to Costa Rica**;
  - Cover all associated costs, including international logistics, insurance, duties, and delivery.

This is not a negotiation. It is a **direct consequence of their obstruction** and violation of housing law. I am not offering any waivers of damages to receive these options.

G. Anticipated Eviction Defense and Legal Position

If Ivy or its attorneys attempt to initiate **forcible detainer (eviction) proceedings**, I will present the following defenses:

1. **Setoff Defense**
   Ivy owes me more than I owe them. This financial imbalance has been clearly documented in writing since **November 2024**.
2. **Bad Faith Retaliation**
   Ivy refused to acknowledge or process:
   - My valid notice to vacate;
   - Reimbursement claims supported by evidence;
   - Repeated good-faith communications.
3. **Constructive Breach of Lease**
   Ivy's failure to uphold its lease obligations—both procedural and financial—excuses any claim of nonpayment.
4. **Retaliatory Eviction (KRS § 383.705 & 42 U.S.C. § 3617)**
   The attempt to remove me while owing me substantial funds and denying my communication rights is unlawful retaliation for protected activity.
5. **Failure to Notify or Provide Due Process**
   Ivy knew I was abroad, denied my mother access to notices, and failed to provide legally sufficient communication of any lease enforcement action.

I will present all of this to the court along with:

- Voicemails, emails, and call logs;
- Medical records;
- Documentation of authorization letters;
- Financial calculations and prior correspondence.

Any attempted eviction under these facts is not only unlawful—it further increases Ivy's exposure to treble damages and a federal housing retaliation claim.

H. POINTS AND AUTHORITIES

Statutes

- **KRS § 383.695(2)** – Holdover status only applies when the tenant remains after a valid lease expiration *without proper notice*. You provided timely notice, making any claim of holdover **legally invalid**.
- **KRS § 383.705** – Prohibits retaliation against a tenant who has:
  - Complained of a lease violation,
  - Filed a formal notice to vacate,
  - Withheld rent in connection with unresolved disputes.
- **KRS § 383.615** – Requires landlords to process notices in good faith and maintain lines of communication. Ignoring or refusing to acknowledge a tenant's lawful notice **violates this section**.
- **Uniform Residential Landlord and Tenant Act (URLTA)** – As adopted in Kentucky, URLTA requires landlords to facilitate possession turnover and process notices without obstruction or deception.
- **Setoff Doctrine (Contract Law)** – If the landlord owes a liquidated sum that exceeds the amount allegedly due from the tenant, the tenant may lawfully withhold rent or assert **offset**.

Precedents

- **Foster v. West Plaza, LLC**, 371 S.W.3d 908 (Ky. App. 2012)
  The court ruled that **when landlords fail to respond to or acknowledge valid notices**, tenants may not be held liable for continued rent or penalties. Reaffirmed

the importance of landlord engagement and notice processing.

- **Brown v. Southall Realty Co.**, 237 A.2d 834 (D.C. Ct. App. 1968)
  Landlords who ignore notice cannot later enforce lease obligations for nonpayment. Procedural obstruction by the landlord removes their right to claim default.
- **Reste Realty Corp. v. Cooper**, 251 A.2d 268 (N.J. 1969)
  A tenant's valid intent to vacate, when not acknowledged due to landlord's failure to respond, did **not result in holdover** liability. The landlord was found in breach.
- **Davis v. Echo Valley Condo Ass'n**, 945 F.3d 483 (6th Cir. 2019)
  Courts found **landlord failure to accommodate known tenant limitations**, including health or availability, created civil liability under both Fair Housing and lease contract theories.
- **Andrews v. Mobile Aire Estates**, 125 Cal. App. 4th 578 (2005)
  Landlords who use administrative silence or delay to trap tenants into lease extensions or penalties were found to have committed **constructive eviction** and liable for damages.

SECTION 7: The California Lawsuit & Potential Conspiracy

A. Ivy Was Fully Aware of the California Lawsuit

1. Ivy management has claimed—through attorney **John Benz**—to have **no knowledge** of my civil lawsuit currently pending in California.
2. That claim is **demonstrably false**.
3. I informed Ivy staff—including **Mary Beth Woodard and Katrina**—about the case on **March 6, 2023**, and followed up with multiple inquiries in the days that followed.
4. Their failure to inform their attorney of these communications constitutes **intentional concealment of material facts**—a serious breach of legal duty, and potentially a foundation for fraud or conspiracy liability.

B. The California Case: Overview and Gravity

1. I am the plaintiff in a **$5 million civil lawsuit** filed in California against my former landlord.

2. The case is based on **defamation, housing retaliation, loss of housing opportunity, medical harm, and wrongful death**.
3. The core of the defamation involved false accusations that I was a **violent elder abuser** who had committed four or more physical attacks.
4. Over the course of **10 months**, my former landlord and her attorney told the court they had "irrefutable evidence."
5. However, they failed to produce:
    - A single 911 call;
    - Any police report;
    - Emergency room visits or injury documentation;
    - Threatening emails, texts, voicemails, or third-party witness testimony.
6. When I produced a **recording of her attorney suborning perjury**—coaching the landlord and her family to fabricate allegations—they **voluntarily dismissed the case** to avoid exposure.
7. The dismissal was not procedural—it was **the result of documented legal misconduct**.
8. The **defamation continues**, including repeated defamatory statements made as recently as **February 2025**.
9. Given Ivy's **unexplained efforts to avoid discussing this case** and **their refusal to name service agents** in March 2023, it is entirely plausible that **Ivy's retaliation against me was influenced by communications with this same landlord**.

C. Timeline of Communications Regarding the Lawsuit

Date	Communication Summary	Involved Parties
March 6, 2023	I directly informed **Mary Beth Woodard** and **Katrina** about the California case.	Me, Mary Beth, Katrina
March 15, 2023	I requested statements from **Jennifer**, **Ella**, and **Michaela** regarding any prior communications.	Me, Ivy staff
March 16, 2023	Mary Beth refused to provide information, but admitted **subpoenas would force disclosure**.	Me, Mary Beth

March 17, 2023	Mary Beth refused to name an agent for service of process—raising suspicion of concealment.	Me, Mary Beth

All of these communications are **preserved and timestamped**, and will be produced in litigation if Ivy fails to disclose them voluntarily.

D. Legal Exposure and Consequences for Ivy

1. If any Ivy staff communicated with my former landlord or repeated her discredited claims, Ivy may be held liable under **California conspiracy law**, **Kentucky civil conspiracy doctrine**, and **retaliatory housing provisions** of federal law.
2. Their continued refusal to provide information—despite multiple notices and a pending lawsuit—is **not neutral**; it is active concealment.
3. If Ivy misled its own attorney, or if attorney **John Benz knowingly repeated false statements**, Ivy's exposure deepens.
4. In either scenario, Ivy is at risk of being:
    - Subpoenaed and compelled to produce records;
    - Named as a **third-party co-defendant** in the California litigation;
    - Subject to **discovery orders, depositions, and cross-jurisdictional enforcement**.

E. Misrepresentations by Counsel Compound Ivy's Liability

1. In his March 2025 letter, attorney **John Benz** stated that Ivy had "no knowledge" of my California lawsuit.
2. That is **not a harmless error**. At best, it means Ivy lied to its attorney. At worst, it means **Mr. Benz knowingly misrepresented facts to obstruct my legal claims**.
3. Either way, Ivy has now made itself vulnerable to:
    - **Fraud upon the court** (if misstatements are repeated under oath);
    - **Perjury exposure** (if false claims appear in affidavits or testimony);
    - **Conspiracy charges** (if Ivy colluded with others to suppress or act upon false claims).
4. Ivy is about to entangle itself in **a much larger legal disaster** than a landlord-tenant reimbursement issue. If their retaliation or refusal to act in good faith is

linked to the known slander of my previous landlord, **they will be held jointly accountable for the damage**.

F. Final Opportunity to Avoid Escalation

1. Ivy has until **Friday, March 21, 2025 at 4:00 PM ET** to submit a full and truthful disclosure that includes:
    - Whether any staff communicated with my former landlord or her affiliates;
    - Whether any statements were received or passed along about me;
    - Whether any such information played a role in decisions made about my tenancy.
2. If Ivy complies fully, I may consider limiting its exposure in the California case.
3. If they do not, I will:
    - Issue subpoenas in California and Kentucky;
    - Move to formally name Ivy and Highmark as **co-conspirators**;
    - Pursue joint liability under **California defamation law**, **federal housing law**, and **Kentucky civil conspiracy doctrine**.

G. POINTS AND AUTHORITIES

Statutes

- **California Civil Code § 52.1 (Bane Act)** – Prohibits interference with civil and constitutional rights, including via coordinated retaliation.
- **Kentucky Civil Conspiracy Doctrine** – Holds all parties jointly liable where two or more persons act in concert to accomplish an unlawful objective.
- **42 U.S.C. § 3617** – Prohibits interference or retaliation against persons exercising their rights under the Fair Housing Act.
- **Federal Rules of Civil Procedure, Rule 26 and Rule 45** – Authorize subpoenas and discovery across jurisdictions in civil litigation.

Precedents

- *Wyatt v. Cole*, 504 U.S. 158 (1992) – Private actors working together to deprive a person of civil rights are liable under federal law.

- *Tenenbaum v. Williams*, 880 F. Supp. 2d 162 – Landlord involvement in third-party retaliation may create conspiracy liability.
- *Murphy v. City of Long Beach*, 944 F. Supp. 2d 298 – Conspiratorial retaliation for involvement in separate litigation is actionable.
- *Egan v. Aurora*, 291 F. Supp. 3d 1030 – Liability for retaliation extends to entities who coordinate or conceal retaliatory motives.
- *Wallace v. Dameron*, 774 F. App'x 905 – Misrepresentation by an attorney regarding client exposure in related litigation triggers sanctions and strategic liability.

SECTION 8: Final Demands & Legal Deadline

A. Final Opportunity for Resolution Without Litigation

The Ivy Apartments and Highmark Residential have had multiple opportunities over the past year to:

- Acknowledge wrongdoing already admitted by their own management,
- Engage in good-faith financial reconciliation,
- Facilitate my move-out without obstruction, and
- Respond honestly to legal inquiries regarding the California lawsuit.

Instead, they have:

- Repeatedly ignored or obstructed my communication,
- Refused to process lawful reimbursement demands,
- Issued rent threats while owing me over $4,000,
- Lied through counsel about their knowledge of a pending state lawsuit with massive financial exposure,
- Retaliated in ways that caused permanent medical harm and worsened my disability.

This letter represents your **final opportunity** to resolve these issues without immediate escalation.

B. Final Legal Demands (Deadline: Friday, March 21, 2025 @ 4:00 PM ET)

By that deadline, you must:

1. **Disclose in writing**:
    - Whether any Ivy staff communicated with my former landlord, her family, or her attorneys;
    - The content, date, and participants of any such communications;
    - Whether this information informed any action regarding my tenancy.
2. **Acknowledge and accept one of the following terms regarding possession**:
    - That you will either:
        - **Professionally pack and ship all of my belongings to Costa Rica at your full expense**, including handling, insurance, and international logistics;
          or
        - **Allow me continued access to the apartment, rent-free, for up to 14 months**, to retrieve my belongings on my own schedule without further penalty, interference, or financial liability.
    - These options are not offered as concessions. They are the **direct and justified result of your failure to respond to my move-out notice, refusal to process reimbursement, and obstruction of all good-faith coordination efforts**.
3. **Confirm in writing**:
    - Full reimbursement of the **$4,360.00** owed to me;
    - That March rent (excluding all late fees) will be deducted from that amount;
    - That payment or formal acknowledgment of offset will be made **no later than 5:00 PM ET on Friday, March 21, 2025**.

C. Consequences for Non-Compliance

If you fail to comply in full by the stated deadline:

- I will immediately initiate **formal legal action**;
- I will file claims with:

- The **Kentucky Attorney General**;
- **HUD** under the **Fair Housing Act (42 U.S.C. § 3617)**;
- The **California Superior Court**, naming Ivy and Highmark as **third-party defendants** in a **$5 million defamation and wrongful death conspiracy** case;

- I will subpoena all relevant staff and internal records;
- I will seek:
  - **Treble damages** under both federal and state housing laws;
  - **Damages for permanent personal injury**;
  - **Emotional distress, loss of housing stability, and financial harm**;
  - **Punitive damages** for retaliatory conduct and fraudulent concealment.

I recommend you consult with outside counsel if you have any uncertainty about what is at stake.

D. Summary

This is not a bluff. This is not posturing. This is the final moment to resolve a long-standing and highly documented pattern of abuse, mismanagement, and retaliation.

You may either:

- Step up, do the right thing, and limit your liability,
  or
- Continue on this path and face the consequences of a legal and reputational disaster far beyond the scope of a tenant dispute.

The choice is yours.

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."

The Little Prince *by Antoine de Saint-Exupéry*

On Wed, Mar 19, 2025 at 4:03 PM John Benz <John@rawnlawfirm.com> wrote:

> Dr. Feldman
>
> My name is John R Benz. I am an attorney with Rawn Law Firm, PLLC who represents the Ivy Apartments. They have forwarded me your recent correspondence. I am writing to inform you that your demands are not being accepted and are hereby rejected. I was also unable to locate your alleged lawsuit from March 2023 in any Kentucky Court records, as such I find it moot and irrelevant.
>
> When discussing your rent, you will be liable for rent up through the day you vacate and return possession of the property. Your move out day remains as stated in your original move out notice. A failure to vacate by that day will result in you being a willful holdover and subject to KRS 383.695. There will be no credits or free months for your rent. Pursuant to your lease agreement your rent remains due in full without demand on or before the first of each month. A failure to pay such can lead to your being sent a 7-day notice to pay or vacate and subject you to possible eviction.
>
> Next, your deposit will not be returned the day you move out. The Ivy will follow all guidelines and requirements of KRS 383.580 which allows them up to 30 days to inform you how your deposit was applied to any damages and what if any refund you are entitled to. You are hereby directed that you will need to schedule with the Ivy a day and time for your move out inspection. A failure to do such before vacating the property will be taken as your having waived the right to be present at your inspection.

The Ivy informs me that they do no pay referral bonuses or have no knowledge of your alleged “wine concession” do you have signed documents promising you either of these items. Also note that the Ivy and Highmark Residential have nothing to do with your alleged lawsuit in California and deny any involvement or knowledge of such.

I hope this addresses all your concerns. If you feel otherwise, feel free to contact my office.

Sincerely,

John R Benz, Esq.

Rawn Law Firm, PLLC
10000 Shelbyville Rd Suite 200

Louisville, KY 40223

Office: (502) 416-0150

Direct: (502) 888-1152

john@rawnlawfirm.com

www.rawnlawfirm.com

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Formal Demand for Compliance, Compensation, and Lease Terms

Daniel J. Feldman, Ph.D. **<danieljfeldmanphd@gmail.com>** **Tue, Mar 18 at 5:06 PM**
To: The Ivy Apartment Homes <TheIvyApartmentHomes.Reply.Highmark@assist.rent>, P_The Ivy-CD <TheIvyCD@highmarkres.com>, P_The Ivy-ACD <TheIvyACD@highmarkres.com>, P_The Ivy-L1 <TheIvyL1@highmarkres.com>, P_The Ivy-L2 <TheIvyL2@highmarkres.com>, P_The Ivy-MS <TheIvyMS@highmarkres.com>, Jason Whitehouse <jwhitehouse@highmarkres.com>, Mary Beth Woodard <mwoodard@highmarkres.com>
Cc: Jo Anne Feldman <jojofeld@bellsouth.net>

Daniel J. Feldman, Ph.D.
8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223

March 18, 2025

Highmark Residential & VOC Phase I Owner, LLC
The Ivy Apartment Homes
3300 Altabrook Drive
Louisville, KY 40245

(Attachments: Affidavit from Jo Anne Feldman & Original Declaratory Judgment Filing)

Subject: Formal Demand for Compliance, Compensation, and Lease Terms RE: Apartment 3303 Storage Units S3 and S4

To Whom It May Concern,

I am writing to formally demand resolution of multiple violations and failures to adhere to our prior agreements regarding my lease at The Ivy Apartment Homes. Despite repeated attempts to engage with management, including my formal request for a response by December 6, 2024**, I have yet to receive any acknowledgment or action regarding my concerns. Your continued inaction and negligent behavior have**

directly impacted my ability to manage my housing situation, and I am now forced to take further legal and administrative action.

---

1. Previous Lawsuit & Violation of Settlement Terms

On March 3, 2023**, I filed a** declaratory judgment lawsuit **against The Ivy and Highmark Residential due to** harassment, discrimination, and wrongful eviction threats. **The lawsuit clearly demonstrated the** pattern of targeted harassment and bad-faith eviction threats **used against me.**

- **Within** 10 minutes of sending a courtesy copy of the lawsuit to Mary Beth Woodard**, she immediately** fired the manager responsible for the threats**.**
- As part of this resolution, Highmark Residential agreed to a moratorium on eviction threats and harassment.
- In reliance on this agreement, I withdrew the lawsuit.

Despite this, The Ivy has blatantly violated this agreement **and continued its** pattern of harassment, negligence, and financial misconduct.

---

2. Extension of Move-Out Date & Rent Waiver

Due to your prolonged negligence**, including failure to respond to my formal demands, I am** extending my move-out date to May 8, 2025**. This extension is necessary due to the significant delays caused by your inaction and mismanagement. Furthermore,** I do not acknowledge any financial responsibility for rent during April 2025**, as my ability to vacate was hindered solely by your failure to address my concerns in a timely manner.**

Additionally, on February 4, 2025, I submitted an official Notice of Intent to Move Out, which was a form provided by your office. **This document clearly outlined the reasons for my departure, yet you** have never signed, returned, or discussed it with me in any way, despite your own deadline of February 7, 2025**.**

I attempted to discuss this with your team dozens of times throughout February, including two unreturned calls to Mary Beth Woodard last week.

You must provide written confirmation that:

- My move-out date is extended to May 8, 2025.
- I am not financially responsible for rent in April 2025.

- No unauthorized entry or removal of my belongings from my apartment or storage areas will take place before my official move-out.

---

3. Security Deposit, Reimbursement of Expenses, and Rent Deduction

You currently owe me the return of my security deposit **and an additional $**3,360 in reimbursement**,** plus the unpaid referral award **(not included in the $3,360 total).**

Breakdown of Reimbursement Owed:

- **$**360 fraudulent pet fee charges **($30/month for a pet I no longer own, despite multiple removal requests).**
- **$**2,850 for two months of lost quiet enjoyment **(due to your refusal to address extreme noise disturbances).**
- **$**150 for the wine concession balance **that was improperly withheld.**
- The unpaid referral bonus **for Jason and Sean Frew, who have resided at The Ivy for the required period but** for whom you have refused to pay the promised award.

Additionally, March rent must be deducted from what you owe me**:**

- I made multiple attempts to discuss offsetting this with my outstanding balance, but my requests were ignored.
- Your refusal to process my financial claims in good faith left me no choice but to withhold payment until resolution.
- You cannot claim unpaid rent while simultaneously ignoring my valid financial claims for months.

---

4. Management's Intentional Avoidance and Bad-Faith Conduct

- **Despite** knowing I am out of town**, you chose to** leave notices on my apartment door **instead of communicating via email or sending them to my official mailing address.**
- **On** Thursday, March 6, 2025**, I received an** urgent demand via email from Blake**, giving me** less than 24 hours' notice **to pay rent or face legal action.**
- **This demand is** deeply ironic**, given that** Blake, Shelley, Mary Beth Woodard, and Jason Whitehouse **have ignored my financial claims for** over eight months **while now suddenly making urgent demands.**
- Your refusal to engage in settlement discussions while simultaneously threatening legal action for rent you have ignored requests to offset is

clear evidence of bad faith and retaliation.

---

5. Denial of Mail and Prescription Medication Retrieval (Affidavit Attached)

Attached is an affidavit from my 81-year-old mother, Jo Anne Feldman**, detailing how after** driving in ice and snow**, she was denied access to retrieve my** life-sustaining medication **from your office.**

- **Despite previously** providing written authorization for her to retrieve mail on my behalf**, your new management falsely claimed I** "no longer live there" **and refused her entry to the package room, leaving** vital autoimmune medication inaccessible.
- **This reckless and negligent action has further compounded your liability and** endangered my health**, given that I suffer from** an autoimmune disorder similar to Lupus.

---

6. Conspiracy Claim Warning & Final Demand

I demand that you confirm, in writing, whether anyone at Highmark Residential or The Ivy Apartments has communicated with my former landlord, her attorneys, or her family regarding my tenancy in San Francisco from March 2013 to October 2020.

- **If you disclose that** such communications occurred and were based on slanderous claims**, I will** forego including you in the conspiracy claim **but will still hold you liable for your independent misconduct.**
- **However, if you** fail to disclose this information and I obtain proof through subpoenas**, I will** pursue a full conspiracy case against you.
- **My former landlord has** continued making knowingly false allegations against me**, which are the basis of a $**5 million lawsuit currently set for trial in August 2025 **where I am the** plaintiff**.**

---

7. Immediate Resolution Required

You are required to respond in writing by Friday, March 21, 2025, at 4**:**00 PM EDT **to confirm:**

- Acknowledgment of my extended move-out date to May 8, 2025.

- Agreement that no rent is due for April 2025.
- Commitment that you will not unlawfully enter or remove my belongings before May 8, 2025.
- Confirmation of the return of my security deposit on May 8 and an additional **$**3,360 in reimbursement by Friday, March 21, 2025, at 5**:**00 PM EDT.
- Confirmation that the March rent, without late fees, will be deducted from what you owe me.
- A direct statement confirming whether your company has had communications with my former landlord.

Failure to comply will result in formal complaints filed with the Kentucky Attorney General, the Fair Housing Authority, and legal action seeking punitive damages.

Sincerely,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."
The Little Prince by Antoine de Saint-Exupéry

On Thu, Mar 13, 2025, 08:35 The Ivy Apartment Homes <TheIvyApartmentHomes.Reply.Highmark@assist.rent> wrote:

> **Hello Daniel,**
>
> **We wanted to reach out and kindly ask if you could provide us with a date when you plan to pay your past due rent.**
>
> **We would like to make you aware that, if the payment is not received by Friday (03/14/25) at 12:00 PM, the account will be forwarded to our attorney and additional fees will be incurred.**
>
> **Please remember that payments must be made in the form of a cashier's check or**

money order.

Thank you for your understanding and cooperation. Please don’t hesitate to reach out if you have any questions or need assistance. We look forward to hearing from you soon.

Best Regards,

Christian Blake Heath at The Ivy Apartment Homes
(502) 401-1452
http://www.theivyapartmenthomes.com

3300 Altabrook Drive, Louisville, KY 40245

This email was sent to danieljfeldmanphd@gmail.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications from The Ivy Apartment Homes by clicking here. You can opt out of all email notifications from Milestone Investments, LLC by clicking here.

Letter to The Ivy 2025 JAF.pdf, Feldman v Highmark and VOC.pdf

SET TWO

NOTICE OF INTENT TO MOVE OUT THAT IVY AND COUNSEL HAVE FAILED TO ACKNOWLEDGE OR SIGN

RESIDENT'S NOTICE OF INTENT TO MOVE OUT

To be delivered to owner's representative

APARTMENT DESCRIPTION. Unit No. 3303, 13647 Aragon Way *(street address)* in Louisville *(city),* Kentucky, 40245 *(zip code).*

LEASE CONTRACT DESCRIPTION. Lease Contract date: March 12, 2024 Owner's name: SREIT Ivy Louisville, L.L.C.

Residents *(list all residents):* Daniel Feldman

Date you will move out and surrender Apartment: 8 April 2025

1. **CHANGES IN MOVE-OUT DATE.** Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the Apartment is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.

2. **DATE OF SURRENDER.** Under the Lease Contract, you *surrender* the Apartment for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
   - turn in all keys/access devices where you pay the rent;
   - the move-out date has passed and no one is living in the Apartment;
   - abandon the Apartment (as defined in the Lease Contract).

   All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the Apartment must sign a new Lease Contract.

3. **EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.

4. **HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.

5. **CLEANING.** Under the Lease Contract, you must leave the Apartment in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.

6. **FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.

7. **RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

8. **PROPER NOTICE.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract, even if your contract has become a month-to-month lease.

9. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification or disapproval before final refunding or accounting.

10. **DEPOSIT RETURN/MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

    At the termination of your tenancy, we'll inspect the Apartment and compile a listing of any damage to the Apartment which is the basis for any charge against the security deposit. We and you shall then sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If you refuse to sign such listing, you must state specifically in writing to which items on the list you dissent, and then sign such statement of dissent. If you dispute the accuracy of our final damage listing and choose to bring a claim against us for your security deposit, your claim is, by statute, limited to those items to which you specifically dissented, and if you fail to sign the listing or specifically dissent in accordance with this provision, you are not entitled to recover any damages under this Section. You have the right to inspect the Apartment to ascertain the accuracy of such listing. If you don't participate in the damages review, or you don't sign the damages list, you are accepting responsibility for all of the listed damages and charges. If no rent is due at the time of move-out, surrender or abandonment, we will mail you such list to the forwarding address you provide. If no forwarding address is provided, we will mail such list to your last known address. You will have 60 days from the mark date to contact us to receive your refund. If we have not received a response from you within 60 days of the postmark of our notification to you, we may remove the deposit from the account into which it was originally put, and retain it free from any claim by you or any person claiming it on your behalf.

11. **REASONS FOR MOVING.** *(Optional)*
Repeated threats to my residency based on frivolous claims, and repeated negligence of senior staff to be responsive for four months or more.

12. We can only accept your move-out notice if it is provided to us in the following way(s): _____

    If we don't receive and acknowledge your notice in writing, it may not be effective for the date you indicate.

© 2023, National Apartment Association, Inc. - 6/2023, Kentucky

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

I am moving out due to ongoing mismanagement, unaddressed issues, and repeated violations of agreements made by the home office. Most recently, I endured two months of nonstop barking from 4:30am unril 2pm every day including weekends from a dog. directly over my bed. New management, Blake and Katrina refused to investigate for two months and falsely accused me of harassment when I sought a conversation due to management negligence. This occurred while I was recovering from eye surgery, significantly affecting my ability to rest and heal, having to repeat the surgery, leaving my eye permanently bkind. Additionally, I had previous filed a lawsuit against the property stemmed from repeated, frivolous, and discriminatory eviction threats. I withdrew my complaint after an agreement with the Highmark home office in Dallas, ensuring me there would be no further threats to my residency unless for nonpayment or unequivocal threat of harm to persons/property. However, Blake and Mr. Whitehouse violated this agreement by issuing yet another baseless threat when I reported the noise disturbance. This marks the fifth time I was improperly threatened with eviction over frivolous claims. Mr. Whitehouse promised to call me four months ago, and has never made a single attempt.

Further, I am requesting the return of my $150 balance from the removed wine station. Management has failed to provide the necessary ledger to confirm my balance, but the lack of proper record-keeping does not absolve them of their responsibility to return my funds. Additionally, I referred a new tenant who remained for the required duration to qualify for an award. I inquired about this in December, set a deadline for a response, and was completely ignored. This is yet another example of this management team's pattern of negligence and failure to honor commitments.

Given these ongoing failures, I am requesting a refund of the referral award plus $3000 - two months' rent as compensation for the lack of quiet enjoyment of my apartment for two months, having to live over 12 months in fear I would lose my home due to unlawful discrimination, and the wine bar refund, not to mention the withdrawn legal claim and the management's failure to uphold the agreement made by the home office.

After those incidents, I vacated the apartment for the last two months due to the discomfort continuing to live there.

ALL STATE FILINGS PAGE 118

Your Signature or Signatures

Daniel J Feldmeier

Your Forwarding Address *(You must provide this information.)*

8809 Denington Drive
Louisville, KY 40223

You may be contacted now at:
Home phone: +1 (307) 699-3223
Work phone:
Date when you delivered this notice: 3 February 2025

FOR OFFICE USE ONLY
Owner's representative who received notice:
Date notice was received:
Move-out date was ❑ approved or ❑ disapproved

Owner's Acknowledgment of Receiving Move-Out Notice
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Unit No. 3303 in SREIT Ivy Louisville, L.L.C.

(name of community), or street address *(if house, duplex, etc.)*:

Date of intended move-out: 8 April 2025
If move-out is approved, prorated rent (if any) through move-out date: $ 3000 + referral award

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- ❑ We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your Apartment to others.
- ❑ We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- ❑ We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative:

Signature of our representative:

© 2023, National Apartment Association, Inc. - 6/2023, Kentucky

Authorization to Pick Up Mail, Packages, and Keys to Apartment and Storage

Daniel J. Feldman, Ph.D.

13647 Aragon Way Apt 303
Louisville, KY 40245
+1 (307) 699-3223
danieljfeldmanphd@gmail.com
11 February 2025

IVY Management
3300 Altabrook Drive
Louisville, KY 40245

Subject: Authorization to Pick Up Mail, Packages, and Keys to Storage and Apartment

Dear IVY Management,

I am writing to formally authorize either of my parents, Stephen Feldman or Jo Anne Feldman, to pick up my mail, packages out of the mail room, and gain entry into my apartment and two storage units on my behalf.

Below are the details of the authorized individuals: - Stephen Lee Feldman (Sep 14, 1942)

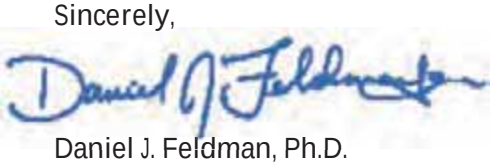
8809 Denington Drive, Louisville, KY 40222 - Jo Anne Feldman (Jan 27, 1944)

I kindly request that my keys be released to either of them upon presentation of valid identification. As the locks have been changed, I do not possess copies of the keys. It would be simpler for me to retrieve the new keys from my parents in the event I do make it back, and it is outside the IVY office hours, essentially locking me out of my apartment. They are also authorized to make copies of my keys and to be in my apartment as my representative to assist in removing items for a planned move out of April 8th. They are also permitted to designate other persons to organize, sell, and move my items from the premises.

Please contact me at +1 (307) 699-3223 if any further verification is needed.

Thank you for your assistance.

Sincerely,



Daniel J. Feldman, Ph.D.

SET THREE

AFFIDAVIT FROM JO ANNE FELDMAN REGARDING IVY MISCONDUCT AND OBSTRUCTION INCLUDING THE AUTHORIZATION LETTER TO ACT OF BEHALF OF DANIEL FELDMAN

AFFIDAVIT FROM JO ANNE FELDMAN RE: THE IVY

To Whom It May Concern.

My son, Dr. Daniel Feldman, is a resident at The Ivy. While he is away, he asked that my husband, Steve Feldman, and I, Jo Anne Feldman, be allowed to get the new apartment door key and post box key duplicated so we could retrieve his mail. We assumed that meant we could get all of his mail and his packages from the package room, just as he would do if he was there.

Dr. Feldman wrote a letter to The Ivy giving his permission for us to make duplicates of his keys and access the mail room. The letter was given to Alfredo on February 11, and he gave me the keys to be duplicated. I left my driver's license with him, which he returned to me when I gave him back the keys. I had to wait for the post office box key to be mailed to me. I am 81 years old and must use a rollator to get around. This is not an easy task with getting the rollator in and out of the car.

When I received the key, I went to The Ivy on February 26, 2025 to retrieve his mail. Since he had received notice that there was a package containing $100 worth of medication in the package room, I wanted to search the room to retrieve the package. One of the employees opened the mail room for me. Unfortunately, we didn't find the package on looking on two of the shelves. After talking with Dr. Feldman, he said the package could be anywhere since items were often misplaced. I went back to the office and was told that he no longer lived there, and they couldn't let me back into the package room to search further, that the employee who let me in was in the wrong, and he would have to talk with the carrier. For one thing, I think if you are paying rent to an apartment complex that does mean you live there. I left without being given access to the package room. I tried to explain that they had been given a letter giving them permission to let me pick up his mail, but she just kept saying he would have to call the carrier. The manager was quite terse with me.

I returned on Friday, February 28, to see if perhaps the medication had been put in his post box. It wasn't there. While I was standing there, an Amazon delivery person arrived and needed access to the package room. The manager came in and told him he would have to call his office to receive a code. The delivery person spoke very little English, and it was his first day on the job. He called his office, but because of the language barrier, he wasn't able to open the door because he didn't understand the person on the other end of the phone. He tried unsuccessfully several times to open the door. He had a bin full of packages to be delivered. I stayed with him because he was getting very confused. Then a resident came in and wanted to pick up a package in the room, and opened the door for him. I went in with him and searched every shelf with no luck. I then left with just the mail I had gotten out of the post box.

I have known Alfredo for four years, and he has always been kind to me. I don't know who the new manager is, but she lacks any compassion or understanding. In fact, I would say she is rude. Anyway, hopefully when I return to pick up the mail the next time, there will be no problem.

Thank you for "listening."

Jo Anne Feldman
8809 Denington Drive
Louisville, KY 40222
(502) 429-3567

SET FOUR

AUNANSWERED ATTEMPTS TO REACH JASON WHITEHOUSE REGARDING THE IVY BREACH OF THE LEASE AGREEMENT

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

Scheduling a time to talk

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Wed, Nov 27, 2024 at 4:26 PM
To: "Whitehouse, Jason" <JWhitehouse@highmarkres.com>

Well, another week, another lie about getting back to me. It would be so ridiculous to be laughable except for the fact that I was made miserable for two months because of this exact kind of negligence. And not for the first time either. I had just redeveloped trust with Katrina that this kind of discriminatory negligence or abuse was a thing of the past. The Highmark home office in Dallas assured me that it was.

Please see what you can do to rebate the last two months of rent and let's put this latest debacle behind us. I never even had an apology from Blake for knowingly protecting a barking nuisance animal above my apartment not only to my detriment but to then accuse me of harassment for trying to handle the issue on my own.

Please get back to me as soon as possible about the rebate. Thank you.

On Fri, Nov 22, 2024, 18:36 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> Thanks so much for getting back to me. We can talk next week, that's fine. Enjoy your weekend!
>
> Warm loving peace to you,
>
> ***Daniel J. Feldman, Ph.D.***
> **Clinical Neuropsychologist (NYS#014127)**
> **and Touch Healer**
>
> 13647 Aragon Rd Apt 303
> Louisville, KY 40245
>
> (307) 699.3223
>
> ***"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."***
> *The Little Prince by Antoine de Saint-Exupéry*
>
> On Fri, Nov 22, 2024 at 5:04 PM Whitehouse, Jason <JWhitehouse@highmarkres.com> wrote:
>
> > Hello Danielle,
> >
> > I was told by the onsite team that your issue had been resolved. If this isn't the case, then please accept my apologies. When is a good time to connect? I'm currently on PTO however, since I misunderstood the situation, I'm happy to call you this evening or over the weekend. Next week would be my preference however, I'm happy to accommodate.
> >
> > Respectfully,
> >
> > HIGHMARK RESIDENTIAL
> >
> > **JASON WHITEHOUSE | Regional Manager**
> >
> > Highmark Residential | 3300 Altabrook Dr | Louisville, KY | 40245
> >
> > P: 502.550.6027 | jwhitehouse@highmarkres.com

From: Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>
Sent: Friday, November 22, 2024 10:13 AM
To: Whitehouse, Jason <JWhitehouse@HighmarkRes.com>
Subject: Re: Scheduling a time to talk

** EXTERNAL EMAIL

Mr. Whitehouse,

I am writing to express my deep frustration with the lack of response from you and the Ivy management regarding the serious issues I have repeatedly raised. Nearly a month has passed since your voicemail, yet I have received no follow-up despite the urgency of my concerns.

Dog Noise Complaint

As I had asserted, the persistent barking that disrupted my apartment daily for a minimum of 8 hours over two full months was indeed caused by the upstairs tenants' dog. The noise ceased immediately upon their departure. This fact was corroborated by:

My recordings of the barking from directly overhead and both sides of my apartment.

A witness who submitted a written statement confirming the dog belonged to the upstairs tenants.

Observations of the tenants leaving the apartment carrying an over-the-shoulder bag typically used for transporting a small dog.

From the beginning of Blake's involvement in this issue, it became apparent that he was aware of the dog and was not acting in good faith. Early on, Blake told me over the phone that he "shouldn't be telling me this," but the upstairs tenants were moving soon, and I should "just deal with it until they move." This admission clearly indicated he knew the dog belonged to the tenants directly above me. However, he later contradicted himself by claiming they didn't have a dog and instead blamed the noise on other tenants.

Further evidence of Blake's duplicity is his refusal to take meaningful action:

He claimed to have "investigated" by walking through the hallway, yet he never came to my apartment to hear the barking during the actual hours when it occurred (early mornings and midday), even though he and his staff were on-site during those times.

He described his inadequate hallway walk as "due diligence," which is entirely unacceptable given the circumstances.

He dismissed the issue as "non-urgent," despite the fact that it disrupted my ability to enjoy my apartment daily for weeks.

After ignoring my repeated communications, he issued a baseless warning accusing me of harassment, further compounding the problem.

Blake's behavior clearly demonstrates that his priority was not resolving the issue but rather protecting the tenants above me and avoiding potential conflict. His refusal to address the problem in good faith left me to endure months of relentless noise, disrupting my recovery from surgery and my peaceful enjoyment of my home.

Storage Unit Violations

Another concerning issue is the unauthorized access to both of my storage units.

1. The lock on one unit was changed without my knowledge or consent, leaving it inaccessible to me for over a week.

2. After I inquired about this violation, the lock on my second storage unit was also changed without notice or explanation.

This lack of transparency and disregard for my property is deeply troubling, especially considering that I have previously been victimized by Ivy staff. The former head of maintenance unlawfully entered my apartment and photographed my personal belongings without my consent. Despite this individual no longer working here, the recent storage unit violations feel like a continuation of the same disregard for my privacy and property.

My Requests

Given the mishandling of these situations and the distress they have caused me, I am requesting the following:

1. Refund of Two Months' Rent

Blake's decision to ignore the barking for two months and to dismiss my concerns directly impacted my ability to enjoy my apartment. Highmark should refund those two months of rent as compensation for my disrupted living conditions.

2. Apology from Blake

I expect an apology for the dismissive and accusatory treatment I received. Being treated as though I were the perpetrator of harassment rather than the victim of an unresolved nuisance is unacceptable.

3. Refund of Wine Card Balance

I have repeatedly asked for the refund of my wine card balance, which I prepaid in 2021. Despite my efforts, Ivy staff have failed to locate the ledger. Regardless, my possession of the card and the staff's acknowledgment of its existence warrant a resolution. I expect a full refund of the unused balance.

4. Explanation of Storage Unit Violations

I need a full explanation for why both of my storage units were accessed and had their locks changed without my knowledge or consent. These actions have raised significant privacy concerns, especially in light of my previous experience with unauthorized entry into my apartment by Ivy staff.

This lack of transparency and disregard for my property is deeply troubling, especially considering that I have previously been victimized by Ivy staff. The former head of maintenance unlawfully entered my apartment and photographed my personal belongings without my consent. Despite this individual no longer working here, the recent storage unit violations feel like a continuation of the same disregard for my privacy and property.

Next Steps

I need a clear and immediate response to these issues. The level of neglect I have experienced, including the two-month delay in meaningful communication from management, is unacceptable. I expect you to contact me directly, as promised, to address these matters without further delay.

Sincerely,

On Fri, Nov 8, 2024, 11:40 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> Mr. Whitehouse:

Thank you for your call. It is much easier for me to talk on the phone since I have had multiple retina surgeries since June and am now adjusting to being permanently blind in one eye and changing vision in the other. Reading and writing is very difficult unless I use voice texting which is also prone to errors.

My schedule is flexible, so please let me know a few hours in advance what works for you, and I will make myself available.

My situation with the dog in the upstairs apartment ended when they moved a few days ago, taking their dog with them. Unfortunately, m I could not get the office staff to do much of anything about it while it was going on for two months, every day, minimum 8 hours a day beginning around 430 or 5am screaming nonstop directly over my head from one side of the apartment to the other. Despite recordings and a witness who shared his account of the annoying dog multiple times, I could not get the staff to come over before noon to hear the nuisance, my emails would go unresponded to for weeks, I was told that the situation was not urgent, I was gaslighted multiple times being told that the upstairs neighbors did not have a dog, and worse, I was given a warning for being harassing to the dog owners who "didn't have a dog." While waiting for literally ANYONE at the Ivy to come and observe what I heard, I was informed there would be no further investigation into the matter as they had "completed [their] due diligence" without actually starting any investigation.

Two months is a long time to go with that level of nuisance hours before sunrise daily including weekends. A month ago I requested a refund of my lease for the length of time that the issue remained unaddressed. And the issue was never addressed but now has resolved because they moved out. I am offended that despite being victimized by my rude neighbors, the Ivy chose to gaslight me, ignore the problem, and worse, blame me as if I caused the issue.

And that's not all. When I moved into the ivy in 2020, I was a frequent user of the wine vendor station at the club house. I added money to it about 3 times, each about $150. Admittedly, it's been about two years since I last used it but it still had about $100 on it. When the staff told me last month that the wine station that had been removed was not gong to be replaced by current management, I inquired as to how to refund my money from my card. I have asked 3 times and was most recently told that my name is not in the ledger of ever purchasing credit for the wine station, which is absurd since I still have the cards for it. Without offering any solution, I was told that nothing could be done since my name was not in the ledger. Gaslighted again! When I actually said that, Ivy staff said "we are not gaslighting you!" What do you call telling me that there is no dog in the apartment upstairs and that I never purchased wine credits? It's worse than rude. I am out money AND for months the ability to have a peaceful apartment to recover from surgery.

And there's still more about locks that were changed on my storage without my knowledge, locking me out, and refusing to provide any information about it beforehand or asking for reasons afterwards, not restoring access to my unit for 4 or 5 days

Blake managed, or mismanaged, a lot of this, and has avoided discussing it with me or even apologizing for ridiculously gaslighting me about the dog and protecting the neighbors upstairs from my complaints, refusing to listen to what i was hearing any day before noon. I am not sure why this is all happening, but I would like it rectified.

Thanks and I look forward to hearing from you.

SET FIVE

UNANSWERED DEMAND FOR REIMBURSEMENT FROM IVY DEADLING DECEMBER 6, 2024

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

Follow-Up on Outstanding Issues: Referral Rewards and Wine Concession Refund

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Wed, Nov 27, 2024 at 4:50 PM
To: P_The Ivy-ACD <TheIvyACD@highmarkres.com>, P_The Ivy-CD <TheIvyCD@highmarkres.com>

Blake and Katrina,

I hope this message finds you well. I am writing to formally address two unresolved issues that I have not yet received responses to. Both matters have been pending for some time, and I would appreciate your prompt attention and resolution.

1. Referral Rewards for Jason and Sean Frew
Several months ago, I referred tenants Jason and Sean Frew, who moved into the property approximately three months ago. Before September, I was informed that a reward would be provided for making this referral. However, this is the first time I am following up on the matter, and I have yet to receive any referral rewards, whether monetary or through the BILT Rewards program. I kindly request that you review the records of their lease agreement and confirm the referral to ensure I receive the reward to which I am entitled under the program terms.

2. Refund for Unused Funds on the Wine Concession Card
In [2021/2022], I loaded $150 onto the wine concession card for use in the clubhouse. Unfortunately, the wine concession was discontinued in 2023, leaving a significant balance on my card. When I requested a refund for the remaining balance, I was informed that there is no record of the funds I loaded onto the card, which I find unacceptable.

The card I possess clearly includes a balance tracking system (via the embedded SIM card), and I would expect your team to investigate this matter further. Given that I was not notified of the concession's discontinuation or the need to address unused funds proactively, I believe the responsibility lies with property management to resolve this issue.

These two matters have gone unresolved for far too long, despite my repeated attempts to seek resolution. I kindly request an update on both issues no later than Friday December 6. Should you need any further information from me, I am happy to provide it to support your investigation.

Thank you for your attention to these matters. I look forward to your prompt response.

Sincerely,

Daniel J. Feldman, PhD
APT 3303
(307) 699-3223

SET SIX

COMPLAINT AGAINST HIGHMARK AND IVY REQUESTING DECLARATORY JUDGMENT FOR HARASSMENT AND DISCRIMINATION FILED AND WITHDRAWN SAME DAY IN MARCH 2023 WITH AGREEMENT WITH MARY BETH WOODARD FOR MORATORIUM ON FURTHER INSTANCES OF HARASSMENT USING FALSIFIABLE WARNINGS AND EVICTION THREATS

,
Daniel J. Feldman, Ph.D.
13647 Aragon Way Apt 303
Louisville, KY 40245
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN, Ph.D.

COMMONWEALTH OF KENTUCKY

DANIEL FELDMAN, Ph.D.., Plaintiff, v. VOC Phase I Owner, LLC; and HIGHMARK RESIDENTIAL, a corporation; and DOES 1-10, inclusive, Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY Judge: Action Filed: March 3, 2023 DECLARATORY JUDGMENT

To the Honorable Judge of the Circuit Court for Jefferson County

COMES NOW the Plaintiff, Daniel J. Feldman, Ph.D., respectfully moves this Honorable Court for a DECLARATORY JUDGMENT

Plaintiff, Daniel J. Feldman, Ph.D., brings this Complaint for Declaratory Judgment against Defendants, VOC Phase I Owner, LLC, owner of The IVY Apartment Homes, and HIGHMARK RESIDENTIAL, a property management company, and alleges as follows:

PARTIES

1. Plaintiff is a citizen and resident of Jefferson County who resides at 13647 Aragon Way, Unit 3303, Louisville, KY, 40245

2. Defendants are

a) the owner of The IVY Apartments at 3300 Altabrook Drive, Louisville, KY, 40245, which includes the residence of the Plaintiff and

b) a property management company organized under the laws of Texas and operating The IVY in Jefferson County with staff who are physically located on The IVY premises

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this action pursuant to KRS § 418.040 and personal jurisdiction over the parties.

4. Venue is proper in Jefferson County pursuant to KRS § 452.420, as the property where Plaintiff resides is located in Jefferson County.

FACTUAL ALLEGATIONS

5. Plaintiff has resided at the property owned by Defendant on or about December 10, 2020, and is currently pursuant to a residential lease agreement executed on November 21, 2022, for the term commencing on February 9, 2023, extending to March 8, 2024 (attached as Exhibit 1)

6. Defendant has made multiple threats of eviction against Plaintiff. These threats include three oral threats, one written threat in email (Exhibit 2), and one written14-day quit notice sent certified mail (Exhibit 3)

7. Plaintiff alleges that these threats of eviction are not breaches of the lease terms and are the result of discriminatory practices due to Plaintiff's identification as gay and constitute harassment and negligent infliction of emotional distress.

8. The threats of eviction have arisen from the following incidents:

a. Defendant claimed that Plaintiff caused a bug problem after Defendant refused to send an exterminator for more than three months. Plaintiff paid for exterminator services every month, but Defendant has stopped paying and was pocketing the monthly fee from all tenants (Exhibit 4)

b. Defendant claimed that Plaintiff violated the maintenance supervisor’s privacy by recording him on Plaintiff's home security camera while he was taking pictures of all of Plaintiff's belongings, including in closed cabinets and drawers, including jewelry, computers, medication, without Plaintiff's consent. (Exhibit 5 video, and Exhibit 6 emails)

c. Defendant threatened eviction because Plaintiff cleaned the kitchen counters, the bin for used coffee grounds, and coffee dispenser overflow with soap from the men's bathroom as no other soap was ever made available, and no staff cleaned them with soap, during the pandemic. (Exhibit 7 emails and Exhibit 8 videos)

d. Defendant threatened eviction because Plaintiff described the nature of the Defendant's allegations as frivolous as they are not breaches of the lease. Plaintiff described such behavior as criminal in certain states with "Karen Laws," applying to anyone of any gender, race, or age, and is a description of exactly this type of behavior, where laws and rules are fabricated and applied to others in a discriminatory manner with serious penalties, such as these exact eviction threats. Defendant threatened eviction on the claim that "Karen" was discriminatory language, and they had a zero-tolerance policy for discriminatory language. (Exhibit 2)

e. Defendant threatened eviction because Plaintiff sent a Facebook friend request to a staff member of the property management company who lives in Plaintiff's building in an attempt to locate him about a dangerous safety hazard on his balcony. (Exhibit 3, Exhibit 9 videos, Exhibit 10 emails and Exhibit 11 the offending Facebook exchange)

9. Plaintiff alleges that these threats of eviction are harassment and discrimination.

CAUSES OF ACTION

Count I: Declaratory Judgment

10. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1-9 of this Complaint.

11. Plaintiff seeks a declaration from this Court that Defendant's factual basis for eviction against Plaintiff are not breaches of the lease agreement.

Count II: Harassment

12. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1-9 of this Complaint.

13. If the Court finds that the Defendant's factual basis for eviction are not breaches of the lease agreement, Plaintiff requests the Court to determine if the threats of eviction constitute harassment.

14. Plaintiff also seeks an award of damages for negligent infliction of emotional distress caused by these threats over the past year, in an amount no less than the amount of Plaintiff's security deposit, six months rent, and reasonable moving expenses in the event a move is forced.

Count III: Restraining Order

15. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1-9 of this Complaint.

16. Plaintiff seeks a restraining order from this Court that prohibits the maintenance supervisor, also known as "Larry" from entering Plaintiff's home at any time in the future due to his unapologetic invasion of Plaintiff's privacy and hostile demeanor. (Exhibit 5)

17. Plaintiff remains concerned that Defendants will continue to falsify evidence or witnesses that would constitute a real breach of the lease agreement, if true, to remove Plaintiff. This was actually witnessed and recorded on Plaintiff's home security cameras as the entire contents of his apartment were photographed without his consent on a search to find ANY REASON at all to remove him from his home. (Exhibit 5) As such, Plaintiff seeks a stay on future forcible detainers for the remainder of this lease in the absence of unfalsifiable evidence of a real breach of the lease agreement or the Plaintiff poses an undeniable imminent threat to the health and safety of others.

PRAYER FOR RELIEF

18. Plaintiff seeks the following relief:

a. A declaratory judgment that Defendant's threats of eviction against Plaintiff are not based on breaches of the lease agreement and are discriminatory and constitute harassment.

b. An order from this Court that Defendant cease any further threats of eviction or retaliation, including a stay on forcible detainers in absence of unfalsifiable evidence that could not have been fabricated by the Defendant of a real breach of the lease agreement or the Plaintiff poses an undeniable imminent threat to the health and safety of others with similar unfalsifiable proof through the remainder of this lease term.

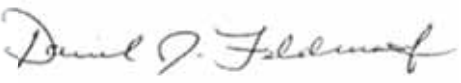
c. An award for negligent infliction of emotional distress caused by Defendant's threats of eviction over the past year in an amount no less than the amount of Plaintiff’s security deposit, six months rent, and reasonable moving expenses in the event a move is forced.

d. A restraining order that prohibits the maintenance supervisor from entering Plaintiff's home at any time in the future due to his unapologetic invasion of Plaintiff's privacy and hostile demeanor.

e. Any other relief that this Court deems just and proper.

WHEREFORE, Plaintiff respectfully requests that this Court grant the relief stated above and award Plaintiff costs, expenses, and attorneys' fees, and any other relief that this Court deems just and proper.

Respectfully submitted,



Daniel J. Feldman, Ph.D.
Plaintiff, pro se

13647 Aragon Way Apt 303
Louisville, KY 40245
Tel: (307) 699-3223

danieljfeldmanphd@gmail.com

Dated: March 3, 2023

EXHIBIT 1

Lease

https://drive.google.com/file/d/1rNy46qFyMSJoPYBNIdMvvBw8GUQGVI_J/view?usp=drivesdk

EXHIBIT 2
Emailed threat of eviction

EXHIBIT 3

14 Day Quit posted on door

EXHIBIT 4
Emails regarding Pest Control

EXHIBIT 5

Video of Larry and Exterminator

https://youtu.be/WyS06aXNPa4

EXHIBIT 6
Emails about Invasion of Privacy

EXHIBIT 7

Emails about the coffee dispenser and kitchen soap

EXHIBIT 8

Videos about the lack of staff maintenance and cleanliness in kitchen

EXHIBIT 9

Videos of safety hazards on balcony

https://youtu.be/HomFGnNNaek

EXHIBIT 10

Emails regading safety hazard on balcony

EXHIBIT 11

Facebook exchange with Alfredo

SET SEVEN

SAMPLE EVICTION NOTICE FOR SENDING A FACEBOOK FRIEND REQUEST TO A STAFF MEMBER

14-DAY LETTER: FIRST NOTICE.

March 2, 2023

Delivery via certified mail

Daniel Feldman
13647 Aragon Way
Unit 3303
Louisville, KY 40245

Dear Daniel,

Please be advised that the management of The Ivy Apartments is aware that you have contacted our employee via Facebook which disturbs or threatens the rights, comfort, and safety of our employee.

Pursuant to KRS 383.660 and KRS 383.560, you are hereby given (14) days notice from the date of this notice to remedy the breach of the rental agreement and the rules and regulations of the apartment community and cease and desist from this disturbance. If the breach is not remedied by the 15th day, the rental agreement shall terminate. If the apartment community continues to receive complaints and your lease terminates, it will be necessary for you to vacate the premises.

Respectfully,

The Ivy Management

EXHIBIT B – EVICTION COMPLAINT FILED WITHOUT NOTICE AGAINST PLAINTIFF IN RETALIATION FOR FILING THIS TRO APPLICATION

Filed 25-C-003961 04/01/2025 David L. Nicholson, Jefferson Circuit Clerk

NOT ORIGINAL DOCUMENT
04/03/2025 09:47:49 AM
BRIONAYOUNG@KYCOURTS.N

AOC-216 Doc. Code: PFD
Rev. 4-23
Page 1 of 1
Commonwealth of Kentucky
Court of Justice www.kycourts.gov
KRS 383.200

FORCIBLE DETAINER COMPLAINT

Case No. 25-C
Court District
County Jefferson
Division Forcible Detainer

Provide Name, Address, and Phone Number for both Plaintiff (Landlord) and Defendant (Tenant)

LANDLORD/PLAINTIFF

Name: Highmark Residential LLC for SREIT Ivy Louisville, L.L.C.
Address: 3300 Altabrook Drive, Louisville, KY 40245 (Street, Including Apt. #) (City, State) (Zip Code)
Phone number: 502-401-1547

VS.

TENANT/DEFENDANT

Name: Daniel Feldman & All Other Occupants
Address: 13647 Aragon Way Unit 3303 a/k/a Unit 303, Louisville, KY 40245 (Street, Including Apt. #) (City, State) (Zip Code)
Phone number: 267-292-7460

Comes the Plaintiff and for his/her complaint states that:

1. On the 12th day of March, 2024, Defendant(s) contracted to lease 13647 Aragon Way Unit 3303 a/k/a Unit 303, located at Louisville, KY 40245 under a ☑ **written** OR ☐ **oral lease** with Plaintiff as lessor;
2. Under the lease terms, **Defendant(s) agreed to pay** $1,248.00 per ☐ day ☐ week ☑ month, payable on the 1st day of each ☐ week ☑ month ☐ year as rent;
3. Defendant(s) has/have breached the lease because of the following: *(check all that apply)*
   ☑ Failure to pay rent for the ☐ day ☐ week ☑ month ☐ year of March 2025 in the amount(s) of $1,248.00 and has/have not paid late fee for the ☐ day ☐ week ☑ month ☐ year of March 2025 in the amounts of $100.00.
   As of March 19th (date), 2025 the total amount of back rent and late fee(s) owed to the Plaintiff from the Defendant(s) is: $1,588.54.
   ☐ Failure to vacate following expiration of lease.
   ☐ Other violation of lease: Non-Payment of rent and late fees for March 2025, plus an outstanding balance of $240.54.
4. Plaintiff gave Defendant(s) written notice to vacate on March 19th, 2025. Defendant(s) has/have not vacated.

WHEREFORE, Plaintiff **alleges** Defendants unlawfully and forcibly detain the premises, **and demands** possession of the premises be delivered to Plaintiff, as well as any and all other relief to which he/she may be entitled. I hereby certify I am the owner/attorney of the above-named property.

Michelle R. Rawn
Landlord/Attorney Signature

502-416-0150 / michelle@rawnlawfirm.com
Phone Number

Michelle R. Rawn, Esq. Rawn Law Firm, PLLC
Landlord/Attorney Name *(Please Print)*

10000 Shelbyville Road Suite 200 Louisville, KY 40223
Landlord/Attorney Address

Subscribed and sworn to before me this 1st day of April, 2025. My commission expires: October 31, 2027.

Signature
KYNP80336 Notary Public
Title

Filed 25-C-003961 04/01/2025 David L. Nicholson, Jefferson Circuit Clerk

Presiding Judge: HON. LISA L. LANGFORD (730072)

PFD : 000001 of 000001

EXHIBIT C – LETTER FROM FELDMAN TO THE IVY REFUSING THEIR "OFFER"

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

LEGAL NOTICE – Rejection of Offer, TRO Filing, and Continued Possession of Apartment 3303 and Storage Units S3 & S4

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Mon, Mar 31, 2025 at 10:53 AM
To: Michelle Rawn <Michelle@rawnlawfirm.com>, John Benz <John@rawnlawfirm.com>, Jason Whitehouse <jwhitehouse@highmarkres.com>, "Woodard, Mary Beth" <mwoodard@highmarkres.com>, P_The Ivy-CD <TheIvyCD@highmarkres.com>, P_The Ivy-ACD <TheIvyACD@highmarkres.com>, evictions@rawnlawfirm.com, collections@rawnlawfirm.com
Cc: Jo Anne Feldman <jojofeld@bellsouth.net>

SUBJECT: LEGAL NOTICE – Rejection of Offer, TRO Filing, and Continued Possession of Apartment 3303 and Storage Units S3 & S4

March 31, 2025
From: Daniel J. Feldman, Ph.D.
Resident – Apartment 3303
Legal Possessor – Storage Units S3 and S4
The Ivy Apartment Homes

To All Counsel and Management:

This message serves as formal legal notice of the following:

I. TRO FILING AND ATTACHED MATERIALS

I am filing today a **Motion for Temporary Restraining Order (TRO)** in Jefferson County Circuit Court. The TRO seeks to prohibit any interference with my legal possession of:

- **Apartment 3303**, and
- **Storage Units S3 and S4**

Attached to this message and included in the court filing are:

- The full **TRO Motion (March 2025)**
- The full **HUD Complaint** submitted under 42 U.S.C. § 3617
- Formal **Bar Complaints** filed against John R. Benz and Michelle Rawn

The HUD Complaint has been forwarded to the following agencies:

- Complaint submitted to the **Kentucky Attorney General's Consumer Protection Division**
- Notification to the **Fairness Campaign** (LGBTQ+ Civil Rights & Housing Justice)

Summaries of these complaints, absent personally identifiable information, are being shared across multiple social media sites to warn potential tenants of the baseless discriminatory and harassing environment of the community management and owners. Specific complaints made against the Rawn firm and the misconduct of Mr. Benz and Ms. Rawn are being posted on lawyer review websites.

Please note that this response accompanies the immediate filing of my Motion for Temporary Restraining Order with Jefferson County Circuit Court.

All supporting documents for the ex parte motion — including declarations, memorandum of points and authorities, and exhibits — will be served **under separate cover** and filed with the court as part of the complete evidentiary record.

II. April 8 Surrender Date is Rescinded – I Will Not Vacate

I have formally rescinded my February 4 move-out notice. This rescission is now part of the official court record.

- I **retain legal possession** of Apartment 3303 and both storage units.
- I **will not vacate** on April 8, 2025.
- Any entry, lockout, or removal of my property will constitute **trespass**, **conversion**, **retaliation**, and **potential contempt of court**.

III. Your "Offer" is Legally Deficient and Rejected in Full

The March 28 "offer" from Ms. Rawn is rejected because it:

- Provides **no option to pay rent**
- Offers **no alternative remedy or payment plan**
- Demands a **complete waiver of all legal rights and pending claims**
- **Fails to acknowledge or offset** the $4,360+ in documented reimbursement claims
- Contains **no good-faith language, acknowledgement, or legal validity**

This is not negotiation — it is a **continued obstruction tactic** and a baited trap to falsely claim non-payment and pursue unlawful possession.

IV. Legal Authority Supporting My Position

I am proceeding under:

- **KRS § 383.695(2)** – Landlord cannot claim holdover where valid notice was ignored
- **KRS § 383.705** – Retaliation and coercive action are prohibited
- **KRS § 383.615** – Requires landlords to process notices in good faith
- **KRS § 344.040 / § 344.280** – Disability and retaliation protections
- **42 U.S.C. § 3617 / § 3613(c)** – Fair Housing Act retaliation and treble damages
- **Setoff Doctrine (Contract Law)** – Permits rent withholding where landlord owes a financial debt
- **ADA** – Disability discrimination and failure to accommodate

Precedent cases supporting my position include:

- *Foster v. West Plaza*, 371 S.W.3d 908 (Ky. App. 2012)
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
- *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014)
- *Tenenbaum v. Williams*, 880 F. Supp. 2d 162 (D. Conn. 2012)
- *Reste Realty Corp. v. Cooper*, 251 A.2d 268 (N.J. 1969)
- *Brown v. Southall Realty Co.*, 237 A.2d 834 (D.C. Ct. App. 1968)

V. Final Position

I intend to remain in possession of **Apartment 3303 and Storage Units S3 and S4**, **month-to-month**, as permitted under Kentucky law, and pursuant to the Ivy's failure to process my February 4 notice.

No rent or penalties may lawfully be demanded unless and until:

- Defendants provide a valid written accounting and method of payment;
- Apply setoff against the documented $4,360+ in unreimbursed tenant claims;
- Cease all retaliation, coercion, and obstruction of communication.

Until these conditions are met, and in light of the violations of **KRS §§ 383.695(2), 383.705, and 383.615**, I assert that:

- **Any attempt to enforce rent without compliance is unlawful**,
- **My possession remains lawful**, and
- **I am not financially liable for any claimed balance** arising from the Defendants' own failure to perform.

I will not surrender possession, rights, or remedies under coercion. This matter is now before the court.

Sincerely,
Daniel J. Feldman, Ph.D.
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

On Fri, Mar 28, 2025 at 2:07 PM Michelle Rawn <Michelle@rawnlawfirm.com> wrote:

> Dr. Feldman,
>
> Our clients, Highmark Residential LLC for SREIT Ivy Louisville, L.L.C., has authorized me to make the following offer:
>
> Your lease for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, will terminate effective 11:59 pm (EST) on April 8, 2025;
>
> You will remove all of your belongings and return the keys for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, on or before 11:59 pm (EST) on April 8, 2025;
>
> You will leave all keys, key fobs (if applicable), mail box keys, etc. in the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, and lock the door as you leave;
>
> Our clients will inspect the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, between 9:00 and 10:00 am (EST) on April 9, 2025, to confirm compliance with this agreement;
>
> Our client will agree to remove any charges from your account as long as you have fully vacated and surrendered the keys on or before 11:59 pm (EST) on April 8, 2025, leaving you with a $0.00 balance owed;
>
> Neither party is acknowledging any default or claim of any kind;
>
> All parties will sign a full and complete release and satisfaction of any and all claims, known or unknown, that any party may have against the other;
>
> This agreement will be confidential and all parties agree not to disclose any information about the other parties; and
>
> Dr. Feldman will withdraw, rescind or dismiss any complaints or claims filed against any party affiliated with The Ivy, including but not limited to any owner, agent, employee or contractor, of Highmark Residential LLC; any owner, agent, employee or contractor of SREIT Ivy Louisville, L.L.C., any owner, agent, employee or contractor of Rawn Law Firm, PLLC.
>
> This offer shall remain open until 4:00 pm, EST, on Monday, March 31. 2025. Thank you.

Michelle R. Rawn, Esq.

Rawn Law Firm, PLLC

10000 Shelbyville Road, Suite 200

Louisville, KY 40223

Phone: 502-416-0150

Cell: 502-639-9396

Fax: 502-276-0607

Email: Michelle@rawnlawfirm.com

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

---

3 attachments

John Benz and Michelle Rawn KYBar Complaints Feldman Mar2025.pdf
597K

HUD Complaint Feldman IVY March 2025.pdf
4752K

20250331 TRO Ex Parte Request Feldman v IVY Highmark RawnLaw.pdf
110K

[Proposed] Order Granting Sanctions and Interim Relief

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN, Plaintiff, v. SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, and others Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY DIVISION: CIRCUIT DIVISION 9 CASE: 25-CI-002530 Judge: **HONORABLE JUDGE SARAH CLAY** Order Filed: **[PROPOSED] ORDER GRANTING SANCTIONS AND INTERIM RELIEF**

This matter having come before the Court on Plaintiff's Supplemental Declaration and Motion for Temporary Restraining Order, and the Court being otherwise sufficiently advised, it is hereby ORDERED as follows:

1. The Court finds that Defendants received a courtesy copy of Plaintiff's TRO filing on March 31, 2025 and were explicitly warned that further legal action would be retaliatory.

2. On April 1, 2025, Defendants filed a forcible detainer complaint without notifying Plaintiff by any method, despite their knowledge that he was located abroad and required alternative service.

3. The Court finds that Plaintiff made repeated good-faith efforts to pay rent, coordinate move-out, and resolve all disputes, but was systematically obstructed.

4. Plaintiff’s move-out rescission was triggered solely by Defendants' failure to process his notice and deliberate attempt to entrap him into continued lease liability.

5. The record shows that Defendants have threatened Plaintiff with false evictions on at least four prior occasions and have committed multiple lease violations themselves, including unauthorized entry and constructive eviction of storage units.

6. As a result of the Defendants’ misconduct, Plaintiff has suffered:
    - **Permanent loss of vision in one eye**,
    - **Two medically unnecessary surgeries**,
    - **Multiple emergency room visits and physician consults**,
    - **Over $1 million in personal and medical damages**, and
    - **Ongoing emotional and physical trauma**.

7. Plaintiff has submitted unrebutted documentation of $4,360.00 in unreimbursed tenant claims. Defendants have not responded, and the Court finds the amount to be liquidated and properly documented.

8. The Court further finds this conduct warrants emergency intervention and that the use of legal process in this way may constitute procedural violence against a medically

vulnerable tenant.

IT IS HEREBY ORDERED THAT:

- Defendants shall immediately cease all eviction and possession actions related to the premises at issue pending further order of the Court.

- Defendants shall **remit to Plaintiff $4,360.00** in itemized reimbursements or appear and show cause why that amount is not owed.

- Counsel for Defendants shall appear and show cause why they should not be sanctioned under **CR 11**, **KRS § 383.705**, and other applicable law.

- This matter shall be **set for joint hearing with Plaintiff's Motion for Temporary Restraining Order** at the earliest available date.

So ORDERED this ____ day of _____, 2025.

Honorable Judge Sarah Clay, Jefferson Circuit Court

IT IS FURTHER ORDERED that this matter is set for hearing on the ___ day of _____, 2025, at _____ a.m./p.m. Plaintiff may appear remotely via video conference pursuant to his request for reasonable accommodation.

So **ORDERED** this ___ day of _____, 2025.

_____

Honorable Judge Sarah Clay, Jefferson Circuit Court

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Action Filed: April 7, 2025

NOTICE OF FILING — SUPPLEMENTAL DECLARATION & PROPOSED ORDER

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR JEFFERSON COUNTY:

Comes now the Plaintiff, Daniel J. Feldman, Ph.D., and respectfully gives notice to the Court and all parties that he has filed the following documents in support of his previously submitted Motion for Temporary Restraining Order:

1. **Supplemental Sworn Declaration of Daniel J. Feldman, Ph.D.**, dated April 7, 2025, including Exhibits A–C; and

2. **[Proposed] Order Granting Sanctions and Interim Relief**, submitted for the Court's consideration alongside Plaintiff's Motion for Temporary Restraining Order.

Plaintiff respectfully requests that the Court consider the above filings in full and that both matters be scheduled for joint hearing.

Respectfully submitted,

Filed on April 7, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Action Filed: April 7, 2025

PROOF OF SERVICE FOR SUPPLEMENTAL DECLARATION, PROPOSED ORDER, AND NOTICE OF FILING

DECLARATION OF NOTICE GIVEN

I, Daniel J. Feldman, declare as follows:

1. On **April 7, 2025**, I emailed the following supplemental materials to counsel for Defendants and management at The Ivy Apartment Homes:

- **Supplemental Sworn Declaration of Daniel J. Feldman, Ph.D.**, including Exhibits A–C;
- **[Proposed] Order Granting Sanctions and Interim Relief**;
- **Notice of Filing Supplemental Declaration and Proposed Order.**

2. The email was sent to:
   - Attorneys **Michelle Rawn** and **John R. Benz** at Rawn Law Firm (emails: michelle@rawnlawfirm.com and john@rawnlawfirm.com),
   - General addresses for eviction and collections at the Rawn Law Firm (evictions@rawnlawfirm.com and collections@rawnlawfirm.com),
   - The Ivy Apartment Homes administrative and regional management staff, including **Jason Whitehouse**, **Mary Beth Woodard**, and others at Highmark Residential, and
   - Jayson Frew at his email address at jayson.frew@gmail.com.
3. I also sent a copy to myself at **danieljfeldmanphd@gmail.com** to confirm delivery and retain a verifiable timestamp. I received no delivery failure notices or bounce-backs for any intended recipient.
4. I am submitting this declaration to demonstrate that notice of the supplemental filings was provided in good faith, consistent with Kentucky Rule of Civil Procedure 65.04(2), and that opposing parties were given fair opportunity to review the materials prior to hearing.

I declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing is true and correct.

Executed on April 7, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

NO. 25-CI-002530 **JEFFERSON CIRCUIT COURT**
DIVISION NINE (9)

DANIEL FELDMAN **PLAINTIFF**

VS. **RESPONSE TO MOTION FOR TRO**
FROM PLAINTIFF DANIEL FELDMAN

SREIT IVY LOUISVILLE, LLC ET AL **DEFENDANTS**

* * * * * * *

Come Defendants collectively and individually and hereby file the below as their response to the motion for a temporary restraining order by Plaintiff, Daniel Feldman. Please note that Defendants are not waiving personal jurisdiction or service by filing this response as directed by the Court.

Response

The Court should deny Plaintiff's request for a temporary restraining order as Plaintiff has failed to meet the statutory requirements for such and has failed to show just cause for such. Furthermore, the Court should dismiss this matter with prejudice as it pertains to all Defendants other than SREIT Ivy Louisville, LLC and Highmark Residential LLC, as Plaintiff has no cause of action against other named Defendants and or named them as individuals when they have no dealings with Plaintiff in their individual capacity.

Background

Plaintiff, Daniel Feldman, is a willful holdover tenant on a now lapsed lease with SREIT Ivy Louisville LLC managed by Highmark Residential LLC. Plaintiff Feldman has unlawfully withheld rent for his leased premises for the month of March 2025 and now for the month of April 2025, thus breaching his written lease agreement and subjecting him to eviction via a forcible detainer action. While Plaintiff Feldman asserts he owes no rent due to alleged monies owed to him, he has failed to provide any evidence to support such and was told in writing that such assertions were denied and that he remained liable for the rent for the duration of his tenancy. As Plaintiff Feldman had failed to timely pay rent for March 2025 and a prior outstanding balance Defendant Highmark sent a 7-day notice to pay the back

due rent, late fees and prior balance to Feldman pursuant to KRS 383.660 on March 19, 2025. Feldman refused to pay or vacate within the time provided and made zero attempts to do so, contrary to his false claims otherwise. As such on April 1, 2025, Defendant Highmark on behalf of Defendant SREIT had Defendant Rawn Law Firm, PLLC file forcible detainer action 25-C-003961 with the Jefferson District Court. This matter is scheduled for its initial hearing / trial on May 13, 2025 at 9 AM. Plaintiff Feldman subsequently filed his motion for a temporary restraining order on or about April 2, 2025 without being accompanied by any underlying complaint as required by CR 65.04(1). While the Plaintiff calls his filing a motion for a restraining order, he actually cites CR 65.04 which deals with temporary injunctions which are legally distinct in this Commonwealth. To date no Defendant has been served a copy of any complaint in this matter and have not been served a copy of the motion for the temporary injunction or the verified complaint required for such. Plaintiff's emailing of such to Defendant's does not constitute proper service providing personal jurisdiction over the Defendants to this Court, which is required under state and federal due process law.

ARGUMENT

While Plaintiff Feldman calls his motion a request for a temporary restraining order he cites CR 65.04 which deals with temporary injunctions. CR 65.04(1) reads "A temporary injunction may be granted during the pendency of an action on motion if it is clearly shown by verified complaint, affidavit, or other evidence that the movant's rights are being or will be violated by an adverse party and the movant will suffer immediate and irreparable injury, loss, or damage pending a final judgment in the action, or the acts of the adverse party will tend to render such final judgment ineffectual." Under that base definition of the requirements for the injunction that Plaintiff actually is seeking they run into several issues which render their motion invalid. Issue one is that an injunction as sought under 65.04 can only be issued by motion during the pendency of an action and with a verified complaint. There is no "action" or "verified complaint" in this case. Plaintiff Feldman has not filed any complaint that is

recognizable under Kentucky Law. All he has done is file his motion and make baseless charges without any evidence and promise to file a complaint at a later date. The absence of a verified complaint renders the motion moot as without an underlying action there can be no injunction granted.

The next issue is that while Plaintiff claims he faces immediate harm and thus the need of his request, the truth is the Plaintiff has fabricated his claim. In his latest email to the Court on April 8, 2025 Plaintiff alleges he is in imminent danger of being set out of the leased premises and having his belongings removed within hours. This is patently false. None of the Defendants have communicated any such threat to Plaintiff. In fact, the Defendants are properly following Kentucky landlord tenant law and awaiting their May 13, 2025 court date on their eviction filing. The Defendants are fully aware they cannot legally remove the Plaintiff from possession absent a judgment from District Court and a signed warrant for possessions from the same court after the appeal period has run. Given that in Jefferson County the Sherif's office is two to four weeks out on setouts and there is a mid-May court date for the initial call of this matter, the earliest the Defendant could be facing a court ordered setout is early June. This is far from an immediate threat, as would be required for the injunction as this matter could be fully litigated by such point.

Next the Plaintiff would have to show the harm is irreparable. He cannot do this. The harm from an eviction would be the Plaintiff would no longer be housed in the leased premises. Per his own admissions the Plaintiff has not resided at the leased premises in months and is currently in Costa Rica. As such his claim of being unhoused is invalid as he is not even residing at the leased premises. The Plaintiff also cannot prevail on this point as the cause of the eviction is his nonpayment of rent which is a breach of the agreement of his own making. While Plaintiff makes absurd claims about not being told how or where to pay rent, he also claims to have lived at the property for an extended period of time, thus he is fully aware of his ability to pay via certified funds at the office or via a tenant portal if applicable. His claims that payment was refused and he was entrapped are false. At no time during his 7

days to pay or vacate that began on March 19, 2025 did Plaintiff or anyone on his behalf attempt to tender payment in full to Defendant Highmark. Thus, the Plaintiff breached the lease agreement via his own actions and now seeks to prevent the Defendants from seeking their lawful right to reclaim the property. In regards to Plaintiff Feldman's claims that SREIT and Highmark refuse to process his moveout request and that is why he owes no rent, this is again false. Feldman altered the moveout request paperwork by unilaterally adding demands that SREIT and Highmark have to make payments to him for alleged sums owed among other changes. This rendered the notice void as Plaintiff Feldman's offer to terminate was rejected due to his demands.

For the Plaintiff to be entitled to an injunction he would also have to show that no other remedies would be available to them. Here, even if the Plaintiff's claims are to be deemed valid the Kentucky Landlord Tenant Act KRS 383.500 to 383.715 already provides for his remedy for an alleged unlawful eviction and that is to challenge the eviction in District Court and make his claims there and if successful he could recover monetary damages for such actions in addition to not being evicted. In addition, if the results of the District Court case are not favorable, he has the right to appeal the ruling to the Jefferson Circuit Court.

Instead of doing this the Plaintiff has decided to attempt to turn landlord tenant law on its head and try to litigate his eviction in Circuit Court before his case is even heard in District Court. This is troubling as KRS 383.540 vests District Court with exclusive jurisdiction over forcible detainer actions and nothing in the Plaintiff's filings to date indicate this is more than a contested eviction. The Defendants are of the position that for this matter to be in Circuit Court that it must first play out in District Court and then be appealed to Circuit Court. By circumventing the statutory process the Plaintiff is seeking to prevent the District Court from fulfilling their duty and deciding the eviction matter.

As Plaintiff Feldman cannot at this time show that he meets the requirements for a temporary injunction under CR 65.04 in that there is no verified complaint alleging any harm as required, he cannot

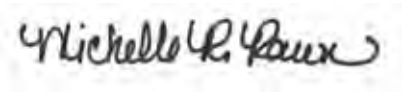
show an immediate threat of harm, and there are adequate remedies available elsewhere the Defendants urge the Court to deny his request for a temporary injunction or at a minimum set this matter for oral arguments at such a date that the pending forcible detainer action could still be heard on May 13, 2025 at 9 AM.

Request to Dismiss All Defendants other than SREIT IVY Louisville, LLC and Highmark Residential LLC

The Defendants collectively and individually ask this Court to dismiss with prejudice all named Defendants other than SREIT Ivy Louisville, LLC and Highmark Residential LLC. The basis for such a request is that Plaintiff Feldman lacks any recognizable claim against any of these Defendants individually. All the named Defendants other than the two aforementioned are either employees or agents of SREIT or Highmark and as such the liability for their actions other than intentional torts which is not the case here would fall to SREIT and Highmark under the theory of respondeat superior. All Plaintiff Feldman did by naming them was to unnecessarily make claims against them that have no basis in law or fact in his continued attempts to harass and bully the Defendants into granting his outrageous demands.

In conclusion Defendants ask for the motion of the Plaintiff to be denied or in the alternative set for a timely hearing on the merits and for the indicated parties to be dismissed with prejudice.

Respectfully submitted,

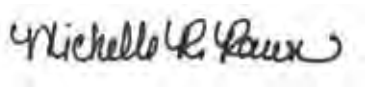


Michelle R. Rawn, Esq.
Rawn Law Firm, PLLC
10000 Shelbyville Road Suite 200
Louisville, KY 40223
Phone: (502) 416-0150
Fax: (502) 276-0607
michelle@rawnlawfirm.com
Counsel for Defendants

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that a true and correct copy of the foregoing was served by either the Kentucky efile system and / by United States First Class Mail on this the 8th day of April 2025, to:

Daniel Feldman
8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699-3223



Michelle R. Rawn, Esq.

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN, Plaintiff, v. SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3, Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY DIVISION: 9 CASE: 25-CI-002530 Judge: **HONORABLE JUDGE SARAH CLAY** Action Filed: April 9, 2025 **COVER LETTER FOR THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT** **URGENT EQUITY FILING**

TO THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT AND ASSISTANT TO THE HONORABLE SARAH CLAY:

This courtesy filing is being submitted by Plaintiff, Daniel J. Feldman, Ph.D., to request immediate equitable relief and judicial recognition of severe procedural abuse. On April 8, 2025,

Defendants submitted a response to Plaintiff's pending TRO application that contains **knowingly false and provably inaccurate statements**. Every material claim made in that filing is false and directly contradicted by documents already in the record and cited in Plaintiff's indexed TRO filings.

Because of that April 8 filing—an abusive, retaliatory, and false submission—Plaintiff is now forced to file this Second Supplemental Declaration. Plaintiff is disabled and located abroad. He has no physical access to court filing systems, and his repeated requests for electronic access and remote hearing participation remain unaddressed.

Therefore, **Plaintiff's 81-year-old mother, who has COPD and uses a walker**, must now **physically deliver this document today** in response to a filing that never should have been accepted without verification. This burden—placed upon an elderly woman and a medically vulnerable Plaintiff—is not just inequitable. It is **procedural violence**.

This pattern has been thoroughly documented in Plaintiff's March 31, April 2, April 7, and April 9 filings. It continues now. If Defendants had not submitted false statements on April 8, this filing would not be necessary. If the Court had granted a TRO hearing and ruled on the ADA remote appearance request, this filing would not be necessary. It is only necessary because **the legal process is being abused against a disabled man, by design**.

Plaintiff respectfully asks that the Court **accept this as a formal filing under the Court's equitable discretion**.

Thank you for your understanding and urgent attention.

Sincerely,

Dr. Daniel J. Feldman, Ph.D.

Email: danieljfeldmanphd@gmail.com
Phone/WhatsApp: +1 (307) 699-3223
Pro Se Plaintiff
Currently located in Costa Rica

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Action Filed: April 9, 2025

SECOND SUPPLEMENTAL DECLARATION OF PLAINTIFF AND LEGAL AUTHORITIES IN FURTHER SUPPORT OF TRO, SANCTIONS, AND RELIEF

TO THE HONORABLE JUDGE OF THE JEFFERSON CIRCUIT COURT, DIVISION NINE:

Comes now the Plaintiff, **Daniel J. Feldman, Ph.D., Pro Se**, and respectfully submits this declaration in further support of his emergency request for a Temporary Restraining Order, sanctions, and judicial relief due to ongoing bad-faith filings, retaliation, and obstruction by Defendants.

1. THIRD REQUEST FOR TRO – NO EMERGENCY HEARING YET

Plaintiff has now submitted an emergency TRO application on **April 2**, **April 7**, and **April 9, 2025**. The motion was filed in accordance with CR 65.04 and supported by verified declarations, exhibits, and a formal index mapping every claim.

As of this filing, no hearing has been scheduled or held on Plaintiff's emergency motion. This delay continues despite the urgent nature of the requested relief and repeated notice to the Court of Plaintiff's disability and physical vulnerability.

---

2. ADA REQUEST FOR REMOTE PARTICIPATION IGNORED

Although the Court set a hearing, Plaintiff submitted a documented request for **remote participation**, citing medical disability and current international location. That request has not been ruled on. The Clerk acknowledged it was "under review," but Plaintiff has received **no formal accommodation** and remains unable to attend in person.

Without ADA access, Plaintiff is exposed to **procedural default** simply because of his medical condition.

---

3. PLAINTIFF FORCED TO RESPOND TO FALSE APRIL 8 FILING

On April 8, 2025, Defendants filed a pleading that includes **multiple knowingly false statements**, many of which are directly and explicitly refuted in the already-filed TRO materials. Plaintiff is now forced to respond to that filing. His 81-year-old mother must again appear in person to physically file documents—on top of multiple previous filings already made in person because of the Court's failure to grant ADA access.

Plaintiff previously informed the Court this process was abusive. It has now escalated. This is not normal litigation. It is strategic abuse of process.

---

4. FALSE CLAIMS IN DEFENDANTS' FILING AND EXACT INDEX CITATIONS

Below is a **line-by-line breakdown** of the April 8 response, with each false claim and the indexed, cited evidence that refutes it.

FALSE CLAIM #1: "Plaintiff never attempted to pay rent."

Refuted by:

- March 21 Final Demand Letter – Indexed at Pages 48–52
- March 22 Email to John Benz – Indexed at Pages 44–46
- March 27 Follow-Up Demand – Indexed at Pages 38–43
- March 28 Email to Michelle Rawn – Indexed at Pages 35–37
- Exhibit A, Set One – Emails from Feb–Mar 2025 with repeated payment requests (Pages 35–85)
- Demand to pay under protest included in all four communications

---

FALSE CLAIM #2: "Plaintiff was notified of eviction."

Refuted by:

- Plaintiff's mother retrieved Sheriff's notice **only on April 8, 2025**
- No notice by email, phone, mail, or acknowledged service
- Supplemental Declaration – Page 3, ¶12
- Exhibit B – Eviction Complaint was **not sent or delivered** before notice was posted

---

FALSE CLAIM #3: “Plaintiff’s lease terminated based on move-out.”

Refuted by:

- February 4 move-out form was **explicitly contingent** on reimbursement
- No acknowledgment or signature from Defendants
- Exhibit A, Set Two – Indexed at Page 86
- March 31 rescission email to Defendants – Indexed in Exhibit C, Pages 125–127
- Lease auto-renewed under KRS § 383.695(2)

FALSE CLAIM #4: “Plaintiff was not obstructed from paying or moving out.”

Refuted by:

- March 28 “offer” by Rawn had **no payment method**, demanded full waiver of rights – Indexed at Pages 35–36
- John Benz March 21 letter contained no payment instructions – Indexed at Pages 78–79
- March 27 demand letter recapped 6 prior communications – Indexed at Pages 38–43
- Jo Anne Feldman Affidavit: Access to office denied, staff hostile – Indexed at Pages 89–91

FALSE CLAIM #5: “Plaintiff’s claims are baseless.”

Refuted by:

- Exhibit A – Full HUD Complaint and attachments – Pages 9–33
- Declaration submitted April 2 and April 7 – Pages 1–7
- Demand for $4,360 in unreimbursed claims – Indexed at Pages 98–99

- Affidavit of Jo Anne Feldman supports medical obstruction and hostile conduct

---

FALSE CLAIM #6: "Eviction was not retaliatory."

Refuted by:

- TRO served on Defendants **March 31, 2025**
- Eviction was filed **April 1, 2025**
- Filing timed to interfere with TRO – referenced in Proposed Order, Page 1, ¶25
- March 31 email warned that eviction would be retaliatory – Indexed at Exhibit C, Pages 125–127

---

5. THIS BURDEN ON PLAINTIFF'S MOTHER IS PROCEDURAL VIOLENCE

Plaintiff's **81-year-old mother** has now physically filed documents **four separate times** in the last ten days—walking with a medical walker, after locating accessible parking, and correcting directions due to outdated courthouse information. This is not incidental. It is **harm by design**. This filing would not be necessary if:

- The Court had granted a hearing on the TRO
- The Court had ruled on ADA remote access
- The Defendants had not filed knowingly false claims on April 8

Instead, all of that happened—and Plaintiff's disabled status and his mother's age and condition are being used as weapons against him.

This is exactly what Plaintiff described as **procedural violence** in the original TRO motion. It continues.

---

6. Plaintiff Opposes the Dismissal of Individual Defendants – Discovery Will Reveal Full Extent of Involvement

Defendants request that all individual defendants be dismissed from this action, asserting that Plaintiff has stated no viable cause of action against them. This is incorrect, both legally and procedurally.

First, Plaintiff is not required at this stage to fully disclose the extent of each individual's involvement. This is precisely the purpose of discovery. Multiple individuals named in this case—including staff, managers, and attorneys—acted in ways that are not protected by corporate immunity and that suggest **personal knowledge, personal retaliation, or coordination with third parties**.

For example, it is reasonably suspected that certain individuals **contacted Plaintiff's former landlady or relied on her discredited claims**. These are not hypothetical: they are factual allegations that will be developed during the course of this litigation. **Plaintiff does not waive his right to discovery by naming those who were materially involved in the events leading to harm**.

Second, Kentucky law and federal standards (including under the ADA and Fair Housing Act) permit the inclusion of individuals where their **actions, decisions, or omissions** materially contributed to a violation of the Plaintiff's rights—even if under color of employment.

Third, the basis for the TRO and the inclusion of these parties **does not rest solely on the eviction filing**. Plaintiff's TRO filings include:

- **Documented denial of medication access**
- **Unprocessed reimbursement claims**
- **Retaliation for protected activity**
- **Constructive eviction from storage units**
- **Procedural obstruction during medical disability**

All of this occurred before and apart from the eviction—and all of it involves individual actions and decisions.

Finally, the request to dismiss parties **with prejudice** is deeply inappropriate at this stage. These individuals are not anonymous placeholders. They are named based on documented roles, communications, and authority. **If Defendants believe their conduct was lawful, they can raise that after discovery—not through a preemptive procedural shield.**

Plaintiff respectfully requests that the Court deny the request to dismiss individual defendants and allow the factual record to proceed to discovery.

7. LEGAL AUTHORITIES SUPPORTING RELIEF

- **Reste Realty v. Cooper**, 251 A.2d 268 (constructive eviction by obstruction)
- **Foster v. West Plaza**, 371 S.W.3d 908 (Ky. App. 2012)
- **Bloch v. Frischholz**, 587 F.3d 771 (administrative harassment)
- **Turley v. ISG Lackawanna**, 774 F.3d 140 (systemic emotional harm)
- **Chambers v. NASCO**, 501 U.S. 32 (inherent power to sanction)
- **United States v. Shaffer Equipment Co.**, 11 F.3d 450 (fraud on the court)
- **Pope v. FedEx**, 974 F.2d 982 (false declarations sanctionable)

- **CR 11 (KY)** – Sanctions appropriate for filings made without factual basis or for improper purposes

---

8. PRAYER FOR RELIEF

Plaintiff respectfully requests:

- The Court **grant the TRO** immediately;
- The Court **sanction Defendants and their counsel** under CR 11;
- The Court **schedule a remote hearing** and grant Plaintiff's ADA request;
- The Court **reject Defendants' April 8 filing** as false and abusive;
- The Court **deny the motion to dismiss individual Defendants**;
- The Court **accept this filing and all attached citations** as part of the official record.

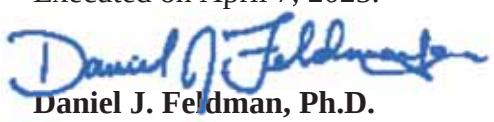
Plaintiff respectfully requests that the Court consider the above filings in full and that both matters be scheduled for joint hearing.

Respectfully submitted,

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Motion is true and correct to the best of my knowledge.

Executed on April 7, 2025.



Daniel J. Feldman, Ph.D.
8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com +1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Action Filed: April 9, 2025

INDEX OF FILINGS IN SUPPORT OF PLAINTIFF'S TEMPORARY RESTRAINING ORDER, SANCTIONS MOTION, AND RELATED RELIEF REQUESTS

COVERING FILINGS SUBMITTED ON APRIL 2, APRIL 7, AND APRIL 9, 2025

The following constitutes a complete and unabridged index of all filings submitted to the Court by Plaintiff, Daniel J. Feldman, Ph.D., in support of his Motion for Temporary Restraining Order, Supplemental Declaration, and Proposed Order for Sanctions and Relief.

This index is submitted for the convenience of the Court and to assist in reviewing:

- **The evidentiary support for the requested Temporary Restraining Order**
- **The factual record contradicting numerous statements made by Defendants and their counsel**
- **The communications and documents demonstrating obstruction, retaliation, and procedural misconduct**

TRO APPLICATION PACKET (Filed April 2, 2025)

Jefferson Circuit Court – Case No. 25-CI-002530
Prepared for: April 2, 2025 Filing

Cover Letter for the Clerk

- Emergency filing request and authorization for third-party delivery
- ADA accommodation request for remote appearance

Motion for Temporary Restraining Order and Request for Ex Parte Relief

- **Background and Grounds for TRO under CR 65.04**
  Page 1, Pleading ¶23
- **Ongoing Retaliation & Lease Interference**
  Page 2, Pleading ¶9
- **Health and Medical Harm**
  Page 2, Pleading ¶18
- **Prayer for Relief**
  Page 4, Pleading ¶11
  • TRO Request – ¶13
  • No Lockout – ¶15
  • Emergency Hearing – ¶17
  • Additional Relief – ¶18
- **Verification Statement**
  Page 5, Pleading ¶1

Proposed Order Granting Temporary Restraining Order

- **Order Action #1**: No eviction or possession action
  Page 1, Pleading ¶26
- **Order Action #2**: No interference with apartment or storage
  Page 2, Pleading ¶6
- **Order Action #3**: No retaliation or harassment
  Page 2, Pleading ¶8
- **Order Action #4**: No removal of possessions
  Page 2, Pleading ¶10

Sworn Declaration of Plaintiff in Support of TRO

- **Introduction and Personal Status**
  Page 1, Pleading ¶24
- **Move-Out Notice and Rent Obstruction**
  Page 2, Pleading ¶1
- **Medical Harm and Denial of Access**
  Page 2, Pleading ¶3
- **Pattern of Retaliation and Legal Violations**
  Page 2, Pleading ¶7
- **Whistleblower History and Coordinated Retaliation**
  Page 2, Pleading ¶10
- **Notice of Civil Complaint and Damages**
  Page 2, Pleading ¶20
- **Immediate Relief Requested**
  Page 2, Pleading ¶25
- **Verification**
  Page 3, Pleading ¶2

Memorandum of Points and Authorities in Support of TRO

- **CR 65.04 TRO Legal Standard (4-Part Test)**
  Page 2, Pleading ¶1
- **I. Substantial Likelihood of Success on the Merits**
  Page 2, Pleading ¶10
- **II. Irreparable Harm**
  Page 2, Pleading ¶21

- **III. Balance of Equities**
  Page 3, Pleading ¶6
- **IV. Public Interest**
  Page 3, Pleading ¶15
- **V. Verified Civil Complaint Forthcoming**
  Page 4, Pleading ¶8
- **VI. Points and Authorities**
  Page 4, Pleading ¶21
  • **Statutes Supporting TRO and Civil Claims** – Page 4, ¶23
  – CR 65.04
  – KRS §§ 383.705, 344.280, 383.615
  – 42 U.S.C. §§ 3617, 3613(c)
  – ADA (Americans with Disabilities Act)
  – Eggshell Plaintiff Doctrine
  • **Precedent Cases Supporting TRO and Damages** – Page 6, ¶1
  – *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
  – *Reste Realty v. Cooper*, 251 A.2d 268 (N.J. 1969)
  – *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014)
  – *Robinson v. CHA*, 1995 WL 500498
  – *Jankowski Lee v. Cisneros*, 91 F.3d 891 (7th Cir. 1996)
  – *United States v. Balistrieri*, 981 F.2d 916 (7th Cir. 1992)
- **Conclusion**
  Page 7, Pleading ¶1

Remote Appearance Request

- **Basis for Request**
  Plaintiff is disabled, receiving medical care abroad, cannot attend in person
- **ADA Accommodation Request**
  Request to appear via Zoom or similar platform
- **Good Faith and Technological Readiness**
  Plaintiff affirms stable connection and willingness to comply

---

Notice of Application for TRO and Ex Parte Relief

- **Notice of Filing**
  Page 1, Pleading ¶24
- **Service Summary to Defendants**
  Page 2, Pleading ¶6
- **Compliance with CR 65.04(2)**
  Page 2, Pleading ¶20

- **Verification**
  Page 3, Pleading ¶1

Proof of Service for Application Packet

- **Declaration of Notice**
  Page 1, Pleading ¶22
- **Email Service Summary**
  Page 2, Pleading ¶1
- **Verifiable Timestamp**
  Page 2, Pleading ¶8
- **Good Faith Notification**
  Page 2, Pleading ¶12
- **Verification**
  Page 2, Pleading ¶15

TRO SUPPLEMENTAL APPLICATION PACKET (Filed April 7, 2025)

SUPPLEMENTAL SWORN DECLARATION OF PLAINTIFF DANIEL J. FELDMAN, PH.D.

Filed April 7, 2025
Pages 1–7

- **Supplemental Purpose and Introduction** – Page 1, Pleading ¶22
- **Supplemental Purpose and HUD Complaint Application (Exhibit A)** – Page 2, Pleading ¶3
- **Filing of Eviction Complaint and Retaliation (Exhibit B)** – Page 2, Pleading ¶11
- **No Notice of Service Provided; Continuing Obstruction** – Page 2, Pleading ¶20
- **Failure to Serve via Proper Channels** – Page 3, Pleading ¶1
- **Rejection of Offer and Rescinding of Move-Out Notice (Exhibit C)** – Page 3, Pleading ¶10
- **Entrapment via Ignored Move-Out** – Page 3, Pleading ¶20
- **Pattern of Retaliatory Threats and Lease Violations** – Page 4, Pleading ¶3
- **Medical Injury and Trauma** – Page 4, Pleading ¶16
  - Permanent loss of vision
  - Two invasive surgeries
  - Emergency room visits and medication denial

- **Procedural Violence Argument** – Page 5, Pleading ¶8
- **Request for Sanctions** – Page 5, Pleading ¶20
  - Sanctions under CR 11 and KRS § 383.705
  - Show cause order
  - Reimbursement of $4,360
  - Procedural violence campaign
- **Proposed Order Submitted** – Page 6, Pleading ¶6
- **Points and Authorities** – Page 6, Pleading ¶14
  - CR 65.04
  - KRS §§ 383.705, 344.280, 383.615
  - 42 U.S.C. §§ 3617, 3613(c)
  - ADA
  - Eggshell Plaintiff Doctrine
- **Relevant Cases** – Page 6, Pleading ¶25
  - *Bloch v. Frischholz*, 587 F.3d 771
  - *Reste Realty v. Cooper*, 251 A.2d 268
  - *Turley v. ISG Lackawanna*, 774 F.3d 140
  - *Robinson v. CHA*, 1995 WL 500498
  - *Jankowski Lee v. Cisneros*, 91 F.3d 891
  - *United States v. Balistrieri*, 981 F.2d 916
- **Verification** – Page 7, Pleading ¶12

EXHIBIT A – HUD Complaint Application with Supporting Documentation

Starts on Page 9

- **HUD Form 903.1** – Pages 9–15
- **Summary of Incidents** – Page 19 Stupid
- **Cast of Characters** – Page 22
- **25 Incident Narratives** – Pages 23–33
  - **Page 23**
    1. Wine Concession Misappropriation
    2. Pest Control Fraud
    3. Bug Infestation, ER Visit & Health Harm
    4. Harassment, Discrimination, and Work Interference by Larry
    5. Unauthorized Photos, Privacy Violation
  - **Page 24**
    6. Retaliatory Eviction Threat and Repeat Privacy Violation
    7. Coffee Station Health Hazard, Refusal to Sanitize
    8. Mold in Coffee Machine, Equipment Neglect
  - **Page 25**
    9. Eviction Threat for Attempting to Sanitize Kitchen

10. Eviction Threat over Facebook Friend Request
11. Ignored Tornado Warning and Safety Protocols
12. Retaliatory Eviction Threat for Care Coordination
- **Page 26**
13. Verbal and Written Moratorium after Lawsuit Threat and Courtesy Notice
- **Page 27**
14. Eviction Threat over Authorized Pet
15. Permanent Vision Loss Due to Post-Surgery Negligence
16. Retaliation after Addressing Noise Respectfully
- **Page 28**
17. Storage Unit Lockout and Constructive Eviction
18. Referral of Bonus Fraud, Financial Misconduct
- **Page 29**
19. Pet Fee Overcharge after Pet Removed
20. Move-Out Notice Ignored, Lease Renewed by Operation of Law
- **Page 30**
21. Denial of Medication Pickup by Authorized Representative
22. Reimbursement Demands Ignored (Four Deadlines, No Response)
- **Page 31**
23. False Allegations by Attorney John Benz
24. Legal Entrapment and Obstruction by Attorney Michelle Rawn
- **Page 33**
25. Cross-Jurisdictional Retaliation, Slander, Emotional Harm, and Legal Interference

---

Set One – Unanswered Emails to Ivy and Counsel – Pages 35–85

Email: Rawn's "Offer" to Plaintiff – Pages 35–36

- **Date:** March 28
- **From:** Michelle Rawn
- **Summary:** Misrepresents settlement; omits payment instructions; demands waiver of rights
- **Use:** Central to sanctions request; contradicts claim Plaintiff "never tried to pay"

Email: Plaintiff to Rawn Rejecting Offer – Page 37

- **Date:** March 28
- **From:** Daniel Feldman
- **Summary:** Formally rejects offer; demands rent instructions; affirms legal standing

Email: Plaintiff to All Parties – Final Demand Letter – Pages 38–43

- **Date:** March 27
- **Sections:**
  - Recap of unanswered emails
  - Demand for payment details
  - Reimbursement offset warning
  - Bar complaint warning
  - Final deadline and legal notice

Email: Plaintiff to John Benz – Payment Request – Pages 44–46

- **Date:** March 22
- **Summary:** Directly asks for rent payment address and method
- **Use:** Refutes claim that Plaintiff never requested to pay

Auto-Reply from John Benz – Page 47

- **Date:** March 21
- **Summary:** "Out of office" auto-response naming Rawn as alternate; no payment info included

Email: Plaintiff's Formal Legal Notice to All Parties – Pages 48–78

- **Date:** March 21
- **Detailed Sections:**
  - Page 48 – Introduction and Legal Intent
  - Page 49 – Rent Under Protest & Payment Instructions
  - Pages 50–52 – Reimbursement Demand ($4,360)
  - Pages 53–56 – Timeline of Silence & Nonresponse
  - Pages 57–60 – Bar Complaint Warning
  - Pages 61–65 – Medical Harm and Lockout Effects
  - Pages 66–69 – Verbal Moratorium & Retaliation History
  - Pages 70–72 – Final Legal Deadline and Consequences
  - Pages 73–78 – Signature and Professional Notice

Email: John Benz to Plaintiff (False Statements) – Pages 78–79

- **Date:** March 19
- **Summary:**
  - Misrepresents Plaintiff's communications
  - Ignores reimbursement demand
  - Falsely claims Plaintiff failed to communicate or provide notice
- **Use:** CR 11 basis for sanctions; verifiably false

Email: Plaintiff to Ivy Mgmt – Travel Notification & Rent Access – Pages 80–84

- **Date:** March 18

- **Summary:**
  - States Plaintiff is abroad
  - ADA notice and request for remote rent instruction
  - Good-faith attempt ignored by all parties

Email: Blake Heath to Plaintiff (Vague Non-Response) – Page 85

- **Date:** March 13
- **Summary:**
  - Vague language
  - No rent amount, method, or contact provided

Set Two – Notice of Intent to Move Out – Page 86

Set Three – Authorization and Affidavit from Jo Anne Feldman – Pages 89–91

Set Four – Contact Attempts to Jason Whitehouse – Pages 92–97

Set Five – Reimbursement Demand w/ Dec 6 Deadline – Pages 98–99

Set Six – Declaratory Judgment Filing (California) – Pages 100–119

Set Seven – Eviction Threat Over Facebook Friend Request – Page 121

EXHIBIT B – Eviction Complaint Filed by Defendants

Pages 122–123

- Claims Plaintiff gave notice to vacate (false)
- Signed by John Benz while on supposed medical leave

EXHIBIT C – March 31 Email Thread

Pages 124–128

- **Plaintiff's Rejection and Rescission** – Pages 125–127
- **Rawn's "Offer" Reproduced** – Pages 127–128

[PROPOSED] ORDER GRANTING SANCTIONS AND INTERIM RELIEF

Pages 1–3

- **TRO Filing Acknowledged** – Page 1, ¶22
- **Retaliatory Eviction Filed April 1** – Page 1, ¶25
- **Good-Faith Payment Offers by Plaintiff** – Page 2, ¶1
- **Move-Out Rescission Due to Obstruction** – Page 2, ¶5
- **History of False Evictions and Retaliation** – Page 2, ¶8
- **Medical Harm and Documented Losses** – Page 2, ¶13
- **Reimbursement Demand of $4,360** – Page 2, ¶21
- **Procedural Violence Finding** – Page 2, ¶26
- **Order (Page 3, ¶3):**
  - Immediate Injunction
  - Financial Relief
  - Sanctions Process
  - Joint Hearing

NOTICE OF FILING SUPPLEMENTAL DECLARATION

Pages 1–2

- **Notice of Filing and Exhibits A–C** – Page 1, Pleading ¶22
- **Request for Joint Hearing** – Page 2, Pleading ¶4

PROOF OF SERVICE – SUPPLEMENTAL FILING

Pages 1–3

- **Declaration of Service** – Page 1, Pleading ¶22
- **Recipient List and Email Log** – Page 2, Pleading ¶6
- **Good Faith and CR 65.04 Compliance** – Page 2, Pleading ¶20
- **Verification** – Page 3, Pleading ¶1

SECOND SUPPLEMENTAL RESPONSE TO DEFENDANT FILING (Filed April 9, 2025)

COVER LETTER TO COURT CLERK AND JUDGE'S ASSISTANT

• Filed: April 9, 2025
• Pages: 1–3
• Labels this as an **urgent equity filing**
• Documents:

- Falsehoods in Defendants' April 8 filing
- Procedural hardship caused by lack of hearing and remote access
- Physical burden placed on Plaintiff's 81-year-old mother
- Request for equitable acceptance of filings
  • References March 31, April 2, April 7, and first April 9 filings

SECOND SUPPLEMENTAL DECLARATION AND LEGAL AUTHORITIES IN FURTHER SUPPORT OF TRO, SANCTIONS, AND RELIEF

Filed: April 9, 2025
Pages: 1–8

Summary of Filing

- **Page 1, Pleading ¶24** – Introductory Summary and Purpose of Declaration

Third Request for TRO

- **Page 2, Pleading ¶2** – TRO filings submitted on April 2, 7, and 9; no emergency hearing granted

ADA Request for Remote Participation

- **Page 2, Pleading ¶12** – Request for ADA accommodation ignored; Court Clerk acknowledged review but no ruling

Plaintiff Forced to Respond to False April 8 Filing

- **Page 2, Pleading ¶21** – Defendants' filing included knowingly false statements; burden shifted to Plaintiff to respond

False Claims in Defendants' Filing and Exact Index Citations

- **Page 3, Pleading ¶5** – Refutation of all major factual claims, cross-referenced to Index and Exhibits
  - **False Claim #1** – Plaintiff never attempted to pay rent
  - **False Claim #2** – Plaintiff was properly notified of eviction
  - **False Claim #3** – Lease terminated based on move-out
  - **False Claim #4** – No obstruction from payment or move-out
  - **False Claim #5** – Plaintiff's claims are baseless
  - **False Claim #6** – Eviction was not retaliatory

Procedural Burden on Plaintiff's 81-Year-Old Mother

- **Page 5, Pleading ¶13** – Physical hardship due to court inaccessibility, repeated in-person filings, and ADA failures

Plaintiff Opposes Dismissal of Individual Defendants – Discovery Required

- **Page 6, Pleading ¶1** – Argument against preemptive dismissal
  - Reason 1: Discovery will reveal further factual basis
  - Reason 2: Conduct may exceed scope of corporate immunity
  - Reason 3: TRO justified by pre-eviction retaliation
  - Reason 4: Request to dismiss with prejudice is improper

Legal Authorities Supporting TRO and Sanctions

- **Page 7, Pleading ¶19**
  - CR 65.04
  - CR 11 (KY)
  - KRS §§ 383.705, 344.280
  - 42 U.S.C. §§ 3617, 3613(c)
  - Fair Housing Act
  - ADA
  - Case law: Reste, Foster, Bloch, Turley, Chambers, Shaffer, Pope

Prayer for Relief

- **Page 8, Pleading ¶5**
  - TRO request
  - CR 11 sanctions
  - Remote hearing under ADA
  - Rejection of April 8 filing
  - Denial of motion to dismiss individual defendants
  - Acceptance of filing and citations

Request for Joint Hearing and Equitable Consideration

- **Page 8, Pleading ¶15**

Verification Statement

- **Page 8, Pleading ¶19** – Signed and verified under penalty of perjury

PROOF OF SERVICE – SECOND SUPPLEMENTAL FILING

• Filed: April 9, 2025
• Pages: 1–3
• Time-stamped at 9:00 AM Eastern Daylight Time
• Sent to:

- Judicial Assistant for Hon. Judge Sarah Clay
- Defense counsel and Rawn Law Firm
- Management staff at Ivy / Highmark
- Individual defendants via prior notice addresses
  • Complies with Kentucky Rule of Civil Procedure 65.04(2)

Executed on April 9, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Action Filed: April 9, 2025

PROOF OF SERVICE FOR

SECOND SUPPLEMENTAL DECLARATION,

DECLARATION OF NOTICE GIVEN

I, **Daniel J. Feldman, Ph.D.**, declare as follows:

1. On **April 9, 2025 at 9:00 AM Eastern Daylight Time**, I caused the following materials to be served via email:

- Cover letter to the Clerk
- **Second Supplemental Declaration and Legal Authorities in Further Support of TRO, Sanctions, and Relief**
- **Index of All Filings in Support of TRO, Sanctions, and Relief** (as updated April 9, 2025)
- This **Proof of Service**

2. Service was made in good faith to the following recipients:

- The **Judicial Assistant for the Honorable Judge Sarah Clay**, Jefferson Circuit Court, Division 9
- **Attorneys Michelle Rawn and John R. Benz** at Rawn Law Firm (michelle@rawnlawfirm.com and john@rawnlawfirm.com)
- **Rawn Law Firm general addresses**: evictions@rawnlawfirm.com and collections@rawnlawfirm.com
- **Management and legal staff at Ivy Apartment Homes / Highmark Residential**, including:
  Jason Whitehouse, Mary Beth Woodard, and Ashley Lemons
- **Jayson Frew**, at his last known email address: jayson.frew@gmail.com
- **Other individual defendants** as previously served or noticed in prior filings

3. A copy of the same was sent to my own address at **danieljfeldmanphd@gmail.com** for verification and timestamp retention. No bounce-backs or delivery errors were received for any recipient.

4. I submit this declaration in accordance with **Kentucky Rule of Civil Procedure 65.04(2)**, to confirm notice of all filings was provided in good faith and that opposing parties and the Court were provided reasonable and timely access to the documents in advance of any hearing or order.

I declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing is true and correct.

Executed on April 7, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Entered 25-CI-002530 04/09/2025 David L. Nicholson, Jefferson Circuit Clerk

No. 25-CI-002530

JEFFERSON CIRCUIT COURT
DIVISION NINE (9)
JUDGE SARAH E. CLAY

DANIEL FELDMAN PLAINTIFF

V.

ORDER DENYING PLAINTIFF'S MOTION FOR A TEMPORARY RESTRAINING ORDER AND DISMISSING FOR LACK OF JURISDICTION

SREIT IVY LOUISVILLE, LLC *et al.* DEFENDANTS

******

This matter is before the Court on Plaintiffs' Motion for a Temporary Restraining Order and Request for Ex Parte Relief. Defendants have filed a Response, and the matter is fully briefed. After careful review of the pleadings, the arguments, and relevant law, the Court will **DENY** the motion and will further **DISMISS** this action for lack of subject matter jurisdiction.

BACKGROUND

Plaintiff leased apartment 3303 and storage units 3 and 4 at The Ivy Apartment Homes for approximately four years. During the tenancy, a number of issues arose between Plaintiff and the Ivy management and employees regarding Plaintiff's complaints about the adequacy and cleanliness of the common areas, entry by staff of Plaintiff's unit, and the behavior of Plaintiff's neighbors' pet. As a result of these Complaints, Plaintiff contends the Ivy owes him approximately $4,300. The Ivy disputes Plaintiff's complaints and refuses to pay Plaintiff or give him an offset in rent. Plaintiff's rent for March 2025 remains unpaid. Presently, Plaintiff asserts that he is in Costa Rica for an extended time for medical treatment. Although much of Plaintiff's personal property remains in the Ivy apartment and storage units, Plaintiff is not physically present in the Ivy apartment at this time.

The parties were unable to resolve the matter informally. Each sought redress from the Jefferson County Courts. Defendant Highmark Residential, LLC filed a forcible detainer action

Entered 25-CI-002530 04/09/2025 David L. Nicholson, Jefferson Circuit Clerk
ALL STATE FILINGS PAGE 201
8CEE79A5-4579-45ED-9B64-78BAC43BE661 : 000001 of 000004
OPOR : 000001 of 000004

against Plaintiff in District Court on April 1, 2025, Jefferson District Court Case No. 25-C-003961, *Highmark Residential, LLC for SREIT Ivy Louisville, LLC v. Daniel Feldman and All Other Occupants*. Plaintiff filed an application for a temporary restraining order and ex parte relief in this Court on April 2, 2025. Herein, Plaintiff essentially seeks this Court to prohibit Defendants from having the ability to access the court system to request a redress of their grievances, by enjoining Defendants from prosecuting a case against Plaintiff in eviction court. For the reasons that follow, this Court must deny Plaintiff's motion and dismiss this action for want of jurisdiction.

OPINION

A Court may grant a temporary restraining order during the pendency of an action when it has been clearly shown by the petitioner in a verified complaint or affidavit that: (1) the applicant's rights are being or will be violated by the adverse party and the applicant will suffer immediate and irreparable injury, loss or damage before the adverse party or his attorney can be heard in opposition, and (b) the applicant certifies to the court in writing the efforts, if any, which have been made to give notice and the reasons supporting their claims that notice should not be required. These guidelines warrant that an injunction is only granted upon a sworn petition that there is a reasonable probability that injury has been or will be done if no injunction is granted. In making this determination the Court is to consider whether: **(1)** the petitioner is seeking to maintain the status quo or if he is requesting relief which would require the respondent to change their course of action; **(2)** the equities of the situation justify granting the relief requested; **(3)** there is substantial probability that the petitioner will succeed at trial; **(4)** the absence of harm to the respondent or other interested parties; and **(5)** the public interest. CR 65.04; *Maupin v.*

8CEE79A5-4579-45ED-9B64-78BAC43BE661 : 000002 of 000004

OPOR : 000002 of 000004

ALL STATE FILINGS PAGE 202

8CEE79A5-4579-45ED-9B64-78BAC43BE661 : 000003 of 000004

Stansbury, 575 S.W.2d 695 (Ky. App. 1978); *Cowan v. Wilconson*, 828 S.W.2d 613 (Ky. 1992); *Sturgeon Mining Company v. Whymore Cole Company*, 892 S.W.2d 591, 592 (Ky. 1995).

KRS 24A.20 provides, "When jurisdiction over any matter is granted to District Court by statute, such jurisdiction shall be deemed to be exclusive unless the statute specifically states that the jurisdiction shall be concurrent [with Circuit Court]." KRS 383.540 and 24A.010 vest jurisdiction over residential landlord-tenant matters in Kentucky's district courts. Kentucky's circuit courts hold appellate jurisdiction over final actions of the district court. KRS 23A.080. Thus, circuit courts do not have subject matter jurisdiction over forcible detainer actions except when they are acting in their appellate capacity.

In this case, Plaintiff has failed to show any immediate and irreparable injury in accordance with CR 65.03 or 64.04. If he disagrees with an eviction ruling in District Court, his remedy is by appeal. And any actual physical removal of property from the Ivy premises will not occur until after the May 13, 2025, hearing in district court, if the District Court finds in favor of Defendants in their forcible detainer action. Further, as Plaintiff presently stays in Costa Rica, he would not physically be homeless. Based on the foregoing, Plaintiff cannot demonstrate his remedy will be irreparably impaired without this Court entering a TRO.

This Court also has no jurisdiction over the pending eviction action in District Court, which has just commenced. There is no "final action" over which this Court can exercise its appellate jurisdiction pursuant to KRS 23A.080, because no final judgment has been entered. If Plaintiff wishes to prevent his eviction from the Ivy, he should participate in the eviction proceedings in the district court offering whatever defenses he may have. That matter is set for a hearing on May 13, 2025 at 9 A.M. Plaintiff should contact the Jefferson District Court Clerk's office for guidance regarding remote participation in those proceedings. Once the District Court

OPOR : 000003 of 000004

enters a final judgment on that matter, Plaintiff may seek appellate review of that decision in the Jefferson Circuit Court.

ORDER

WHEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff's Motion for a Temporary Injunction is **DENIED. IT IS FURTHER ORDERED** that this matter is **DISMISSED** due to lack of subject matter jurisdiction.

This is a final and appealable Order, there being no just cause for delay.

SARAH E. CLAY, JUDGE
JEFFERSON CIRCUIT COURT
DIVISION NINE (9)

DATE: _____

cc:

Daniel Feldman
8809 Denington Dr.
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699-3223

Michelle R. Rawn
Rawn Law Firm, PLLC
10000 Shelbyville Road, Suite 200
Louisville, KY 40223
michelle@rawnlawfirm.com
(502) 416-0150

ALL STATE FILINGS PAGE 204

8CBE79A5-4579-45ED-8864-78BAC43BEB61 : 000004 of 000004

ORDR : 000004 of 000004

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Action Filed: April 11, 2025

COVER LETTER FOR THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT

FOR FILING DELIVERY

TO THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT AND ASSISTANT TO THE HONORABLE SARAH CLAY:

Please accept for filing the attached **Notice of Intent to File Motion for Reconsideration** in the above-captioned matter.

Due to repeated procedural irregularities—including the failure to acknowledge three prior verified filings submitted on April 2, April 7, and April 9—**I respectfully request that this document be delivered in full to Judge Sarah Clay for direct review**.

This filing is being delivered both:

- **Electronically**, to all defendants and counsel, as well as to this office, and
- **Physically**, via my 81-year-old mother, who should not have to make this delivery, but is doing so due to the Court's repeated failure to acknowledge prior verified pleadings

.

This Notice includes critical jurisdictional arguments, over 150 pages of record cross-references, and a request that the Court take corrective action before the Motion for Reconsideration is formally filed.

I am requesting that this document and its supporting materials be placed **directly before the Court**, and that no part of this filing be withheld, delayed, or excluded from judicial review.

Sincerely,

Dr. Daniel J. Feldman, Ph.D.

Email: danieljfeldmanphd@gmail.com
Phone/WhatsApp: +1 (307) 699-3223
Pro Se Plaintiff
Currently located in Costa Rica

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL “MEL” HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Filed: April 11, 2025

PLAINTIFF'S NOTICE OF INTENT TO FILE MOTION FOR RECONSIDERATION

TO THE HONORABLE JUDGE OF THE JEFFERSON CIRCUIT COURT, DIVISION 9:

I. INTRODUCTION

Plaintiff, Daniel J. Feldman, Ph.D., respectfully notifies the Court and all parties of his intent to file a Motion for Reconsideration pursuant to CR 59.05 within the 10-day statutory window following the Court's dismissal order dated April 9, 2025.

This notice preserves Plaintiff's rights under CR 59.05, alerts the Court to its authority to sua sponte correct procedural omissions, and puts all parties on formal notice that a verified damages complaint, a CR 11 motion for sanctions, and supporting filings will be forthcoming.

This TRO was drafted and served on March 31, 2025, before any eviction had been filed. Plaintiff served Defendants with an advance copy of the TRO filing by email on March 31, warning that any further obstruction or retaliation would constitute procedural violence and unlawful interference. Defendants then filed an eviction in District Court on April 1, 2025—**after** receiving notice of the TRO filing. This sequence of events shows clearly that the eviction was retaliatory, not independent.

Moreover, Plaintiff initially attempted to file the TRO in District Court on March 31, 2025. The District Court informed Plaintiff that the claims raised—including harassment, retaliation, mail interference, and denial of medical access—were not within its jurisdiction and had to be brought before Circuit Court. The current filing was made accordingly. The delay between March 31 and April 2 was due solely to this jurisdictional redirection.

The retaliatory conduct documented in the TRO had already been occurring for more than two years prior to the eviction filing. Plaintiff filed the TRO not to prevent eviction, but to stop an ongoing and escalating pattern of retaliation that included obstruction of rent payments, harassment, denial of mail access, and refusal to process a valid move-out. The TRO was filed to prevent a foreseeable retaliatory act, and Defendants did exactly what Plaintiff warned would be

unlawful: they filed a fabricated eviction while still refusing to provide payment instructions or acknowledge prior communication.

To date, even in their April 8 response to this Court, Defendants have never stated how much Plaintiff owes, how to pay it, or where to send payment. Their claim in District Court is wholly manufactured—and is itself the product of the retaliation Plaintiff sought to prevent through this Court.

II. PROCEDURAL FAILURES AND JUDICIAL NOTICE OF PREJUDICIAL OMISSION

On April 9, 2025, Plaintiff submitted a verified supplemental declaration, cover letter, and indexed evidentiary record—all prior to the Court's entry of its dismissal order. The cover letter was addressed directly to the Clerk and the Judge’s assistant. During a phone call with the Clerk's Office that same day, Plaintiff was told, verbatim, "we're not going to read the cover letter"—implying that included the filing that had been painstakingly made by my 81-year old mother on a walker with COPD—and was told multiple times to "get a lawyer."

This verified April 9 filing:

- Rebutted the April 8 submission by Defendants, which was procedurally deficient, unverified, and never served.
- Cross-referenced over 150 pages of verified evidence already before the Court.
- Documented continuing retaliation, obstruction, and sanctionable conduct by Defendants.

The Court’s order made no reference to any of Plaintiff’s verified filings—not from April 2, April 7, or April 9. It cited only Defendants' April 8 response.

Judicial ethics and legal scholarship consistently caution courts to take special care with pro se litigants. Studies show that self-representation can trigger unintentional bias—particularly when clerks and judges interact with the same attorneys on a daily basis. See, e.g., Seattle University Law Review, Vol. 2, 2018 (pro se litigants often not “fairly heard”); Law & Social Inquiry (“signaling effect” causes discounting of pro se submissions); Judicial Conduct Reporter, Fall 2014 (emphasizing judicial duty to monitor staff bias and procedural fairness). The Court in this matter did not merely fail to accommodate Plaintiff’s filings—it allowed the default preference for a familiar party to override the verified record.

III. COURT'S JURISDICTION TO ISSUE TRO RELIEF AND SANCTIONS

Contrary to the implication in the Court's order, all harms cited in Plaintiff’s TRO application were and are within the jurisdiction of this Court:

Kentucky Jurisdictional Authority:

- **KRS 23A.010(1):** Jefferson Circuit Court has original jurisdiction over all civil matters unless exclusively assigned to another court.
- **CR 65.04:** Authorizes Circuit Court to grant TROs and preliminary injunctions for verified, immediate harm.
- **KRS 383.705:** Provides tenant retaliation protections—actions falling under civil jurisdiction.

- **KRS 344.280:** Permits civil actions for conspiracy or retaliation.
- **CR 11:** Grants the Court authority to sanction parties for filings made in bad faith, for improper purpose, or containing knowingly false statements.

Relevant Case Law Supporting TRO Relief, Judicial Review, and CR 11 Sanctions:

1. **Reste Realty Corp. v. Cooper**, 251 A.2d 268 (N.J. 1969)

   – Tenant is entitled to injunctive relief when possession is made intolerable by landlord conduct.

2. **Bloch v. Frischholz**, 587 F.3d 771 (7th Cir. 2009)

   – Retaliation that interferes with housing rights warrants intervention.

3. **Turley v. ISG Lackawanna, Inc.**, 774 F.3d 140 (2d Cir. 2014)

   – Ongoing harassment and institutional neglect justify court action.

4. **Chambers v. NASCO, Inc.**, 501 U.S. 32 (1991)

   – Courts have inherent authority to sanction bad-faith conduct.

5. **Clark Equip. Co. v. Bowman**, 762 S.W.2d 417 (Ky. Ct. App. 1988)

   – CR 11 authorizes sanctions for frivolous or misleading filings.

6. **Shaffer Equip. Co.**, 11 F.3d 450 (4th Cir. 1993)

   – False statements that remain uncorrected constitute fraud on the court.

7. **Pope v. FedEx Corp.**, 974 F.2d 982 (8th Cir. 1992)

   – Knowingly false filings warrant sanctions.

Federal Authorities for Context (Not Asserted as Claims in this Filing):

- **42 U.S.C. § 3617 (Fair Housing Act):** Retaliation claims under FHA support injunctive relief.
- **42 U.S.C. § 12132 (ADA Title II):** Public entities may not discriminate or deny access due to disability. Injunctive enforcement is proper.

Plaintiff is not litigating Fair Housing or ADA claims in this Court, but cites them to show that the harms involved are legally recognized and potentially subject to overlapping remedies.

IV. CALL FOR SUA SPONTE CORRECTION AND REQUEST FOR JUDICIAL CLARIFICATION

Plaintiff respectfully submits that the Court may, even without formal motion, review the verified record and correct its April 9 Order. In support of such review:

- Plaintiff's TRO sought intervention into ongoing retaliation, not to preempt a District Court eviction.
- Plaintiff submitted over 150 pages of verified, sworn pleadings.
- Defendants submitted an unverified, unsworn response that was never served on Plaintiff.

Plaintiff requests that the Court clarify:

- What made the April 8 filing more procedurally valid than Plaintiff’s filings?
- Was it verified?
- Was it served?
- Did it follow local formatting or decorum?

- Did it require overcoming access barriers or ADA hardship?

If the Court's ruling rests solely on that submission, Plaintiff respectfully puts the Court on notice that its ruling was based on an incomplete and procedurally deficient record.

The Court may still cure that error.

V. ANTICIPATED FILINGS

The following documents will be filed by Plaintiff and served upon all named Defendants with an appropriate summons upon each:

- Motion for Reconsideration under CR 59.05
- Verified Civil Complaint for Damages
- Motion for Sanctions under CR 11
- Addenda referencing over 150 pages of evidence previously submitted

---

VI. INCIDENT-BY-INCIDENT RECORD CROSS-REFERENCE

The following 33 categories of retaliatory conduct and unlawful interference were raised in Plaintiff's TRO filings. Of these, the final nine reflect **ongoing and current harms** for which Plaintiff expressly sought emergent relief under this Court's jurisdiction.

Plaintiff submits the following incident-by-incident cross-reference to emphasize that each documented incident falls squarely within the jurisdiction of this Court and warrants immediate

review. These acts, detailed in the verified filings, are precisely the matters for which Plaintiff sought emergency relief. Yet more than a week has passed without the Court addressing Plaintiff's ADA request or providing any opportunity to be heard on these ongoing violations.

It is critical to reiterate: **none of the 16 documents filed by Plaintiff request relief concerning possession of the property.** The TRO sought intervention solely to prevent retaliatory and unlawful conduct—not to halt eviction proceedings. The incidents outlined below establish a pattern of obstruction, interference, and retaliation by Defendants that this Court was asked to address but failed to consider in its April 9th order.

Plaintiff respectfully submits that the following citations—each supported by verified pleadings and sworn declarations—demonstrate an urgent and ongoing need for judicial intervention to prevent further harm and to protect Plaintiff's rights.

16 Documents were filed and indexed before the April 9 Order:

✅ TRO APPLICATION PACKET (Filed April 2, 2025)

[Documents 1–8]

1. **Cover Letter for the Clerk**
   - Emergency filing request, ADA accommodation, authorization for delivery.
2. **Motion for Temporary Restraining Order and Request for Ex Parte Relief**
   - Verified, lays out CR 65.04 standard and irreparable harm.
3. **Proposed Order Granting Temporary Restraining Order**
   - Draft TRO with injunction language.
4. **Sworn Declaration of Plaintiff in Support of TRO**
   - Verified facts, medical harm, whistleblower history.
5. **Memorandum of Points and Authorities in Support of TRO**
   - Legal standard (CR 65.04), caselaw, public interest.
6. **Remote Appearance Request**
   - ADA-based request for remote access.
7. **Notice of Application for TRO and Ex Parte Relief**

- Summarizes notice and service to defendants.

8. **Proof of Service for TRO Application Packet**
   - Email service to Ivy, counsel, and others; verification.

✅ TRO SUPPLEMENTAL APPLICATION PACKET (Filed April 7, 2025)

[Documents 9–12]

9. **Supplemental Sworn Declaration of Plaintiff**
   - Exhibits A–C attached, outlines HUD complaint, retaliation, and damages.
10. **[Proposed] Order Granting Sanctions and Interim Relief**
    - Enjoins eviction, demands reimbursement, sets sanctions hearing.
    -
11. **Notice of Filing Supplemental Declaration and Proposed Order**
    - Explains purpose of supplemental packet and request for hearing.
12. **Proof of Service – April 7 Filing**
    - Email verification to defendants, counsel, management.

✅ SECOND SUPPLEMENTAL / FINAL FILING PACKET (Filed April 9, 2025)

[Documents 13–16]

13. **Cover Letter to Clerk and Judge's Assistant (April 9)**
    - Emergency equity filing, ADA hardship, procedural obstruction.
14. **Second Supplemental Declaration and Legal Authorities**
    - Refutes Defendant's April 8 filing, requests relief under CR 11, CR 65.04, ADA.
15. **Proof of Service – April 9 Filing**
    - Time-stamped, ADA-compliant, delivered to parties and court.
16. **INDEX OF FILINGS AND JURISDICTIONAL CROSS-REFERENCE**
    - Chronological incident list with document-by-document references.

33 Incidents of Retaliation, 8 Are Current

Within them these 33 acts of retaliation and harassment have been and are being committed currently. They are not hypothetical and make up the bulk of the 150-page verified filings**:**

Incident 1 – Wine Concession Misappropriation

Incident 2 – Pest Control Fraud

Incident 3 – Bug Infestation / ER Visit

Incident 4 – Harassment by Maintenance

Incident 5 – Unauthorized Photos – Invasion of Privacy

Incident 6 – Retaliatory Eviction Threat

Incident 7 – Coffee Station Hazard

Incident 8 – Mold in Coffee Machine

Incident 9 – Eviction Threat for Sanitizing

Incident 10 – Facebook Friend Request Retaliation

Incident 11 – Tornado Watch Safety Concerns Ignored

Incident 12 – "Karen" Email Retaliation

Incident 13 – Verbal Moratorium Agreement Violations

Incident 14 – Authorized Pet Eviction Threat

Incident 15 – Vision Loss Due to Intentional Neglect and Gaslighting

Incident 16 – Retaliation for Addressing Noise

Incident 17 – Storage Lockout

Incident 18 – Referral Bonus Fraud

Incident 19 – Pet Fee Overcharge

Incident 20 – Move-Out Ignored

Incident 21 – Medication Denial (Mailroom)

Incident 22 – Reimbursement Demands Ignored

Incident 23 – False Allegations by Benz

Incident 24 – Legal Entrapment via Rent

ONGOING / NEW RETALIATION SINCE SERVICE OF TRO COMPLAINT

Incident 25 – Cross-Jurisdictional Retaliation

Incident 26 – False Eviction After TRO

Incident 27 – Refusal to Process Move-Out

Incident 28 – Ongoing Reimbursement Refusal

Incident 29 – False Statements in Court

Incident 30 – Mailroom Obstruction (continued)

Incident 31 – Continuing Obstruction of Rent Payment

Incident 32 – Failure to Provide Notice / Access

Incident 33 – Use of Judicial Process

In denying Plaintiff's request for relief on jurisdictional grounds, the Court is respectfully asked to show cause that it reviewed and considered any of the following verified record:

Incident 1 – Wine Concession Misappropriation

Supplemental Sworn Declaration of Plaintiff – April 7, 2025: p. 23

Incident 2 – Pest Control Fraud

Supplemental Sworn Declaration of Plaintiff – April 7, 2025: p. 23–24

Incident 3 – Bug Infestation, ER Visit & Health Harm

Declaration – April 2, 2025: p. 2 ¶3
Memo of Points – April 2, 2025: p. 2 ¶21
Supplemental Sworn Declaration – April 7, 2025: p. 24, p. 4 ¶16
Second Supplemental Declaration – April 9, 2025: reaffirmed with injury summary

---

Incident 4 – Harassment, Discrimination, and Work Interference by Larry

Supplemental Sworn Declaration – April 7, 2025: p. 24–25
Memo of Points – April 2, 2025: p. 2 ¶10
Notice of Filing Supplemental Declaration – April 7, 2025: referenced in Exhibits

---

Incident 5 – Unauthorized Photos, Privacy Violation

Declaration – April 2, 2025: p. 2 ¶7
Memo of Points – April 2, 2025: p. 2 ¶10
Supplemental Sworn Declaration – April 7, 2025: p. 25

Incident 6 – Retaliatory Eviction Threat and Repeat Privacy Violation

Declaration – April 2, 2025: p. 2 ¶7
Memo of Points – April 2, 2025: p. 2 ¶10
Supplemental Sworn Declaration – April 7, 2025: p. 25–26

Incident 7 – Coffee Station Health Hazard, Refusal to Sanitize

Supplemental Sworn Declaration – April 7, 2025: p. 26

Incident 8 – Mold in Coffee Machine, Equipment Neglect

Supplemental Sworn Declaration – April 7, 2025: p. 26

Incident 9 – Eviction Threat for Attempting to Sanitize Kitchen

Supplemental Sworn Declaration – April 7, 2025: p. 25

Incident 10 – Eviction Threat over Facebook Friend Request

Supplemental Sworn Declaration – April 7, 2025: p. 25
Exhibit Screenshot – April 7, 2025: p. 121
Legal Reference – April 7, 2025: p. 5 ¶20

Incident 11 – Ignored Tornado Warning and Safety Protocols

Supplemental Sworn Declaration – April 7, 2025: p. 25

Incident 12 – “Karen” Email Retaliation

Supplemental Sworn Declaration – April 7, 2025: p. 25

Incident 13 – Verbal and Written Moratorium after Lawsuit Threat and Courtesy Notice

Declaration – April 2, 2025: p. 2 ¶10
Supplemental Sworn Declaration – April 7, 2025: p. 26–27

Incident 14 – Eviction Threat over Authorized Pet

Memo of Points – April 2, 2025: p. 2 ¶10
Supplemental Sworn Declaration – April 7, 2025: p. 27

Incident 15 – Permanent Vision Loss Due to Post-Surgery Negligence

Declaration – April 2, 2025: p. 2 ¶3
Memo of Points – April 2, 2025: p. 2 ¶21
Proposed TRO Order – April 2, 2025: p. 2 ¶13
Supplemental Sworn Declaration – April 7, 2025: p. 28, p. 4 ¶16
Second Supplemental Declaration – April 9, 2025: reaffirmed

Incident 16 – Retaliation after Addressing Noise Respectfully

Supplemental Sworn Declaration – April 7, 2025: p. 28

Incident 17 – Storage Unit Lockout and Constructive Eviction

Memo of Points – April 2, 2025: p. 2 ¶10
Proposed TRO Order – April 2, 2025: p. 2 ¶6
Supplemental Sworn Declaration – April 7, 2025: p. 28, p. 4 ¶3
Proposed Order for Sanctions – April 7, 2025: p. 2 ¶6

Incident 18 – Referral of Bonus Fraud, Financial Misconduct

Supplemental Sworn Declaration – April 7, 2025: p. 28–29

Incident 19 – Pet Fee Overcharge after Pet Removed

Supplemental Sworn Declaration – April 7, 2025: p. 29

Incident 20 – Move-Out Notice Ignored

Cover Letter – April 2, 2025: p. 1
Motion for TRO – April 2, 2025: p. 2 ¶18
Proposed TRO Order – April 2, 2025: p. 1 ¶26, p. 2 ¶5
Declaration – April 2, 2025: p. 2 ¶10
Memo of Points – April 2, 2025: p. 2 ¶10
Notice of Application – April 2, 2025: p. 2 ¶18
Supplemental Sworn Declaration – April 7, 2025: p. 29, p. 3 ¶10
Proposed Order for Sanctions – April 7, 2025: p. 2 ¶5
Notice of Filing Supplemental Declaration – April 7, 2025: p. 1 ¶22
Second Supplemental Declaration – April 9, 2025: p. 2 ¶21
Cover Letter – April 9, 2025: p. 1

Incident 21 – Denial of Medication Pickup by Authorized Representative

Cover Letter – April 2, 2025: p. 1
Motion for TRO – April 2, 2025: p. 2 ¶18
Declaration – April 2, 2025: p. 2 ¶3
Notice of Application – April 2, 2025: p. 2 ¶18
Remote Appearance Request – April 2, 2025: p. 1
Supplemental Sworn Declaration – April 7, 2025: p. 30, p. 3 ¶3
Second Supplemental Declaration – April 9, 2025: p. 4 ¶12

Incident 22 – Reimbursement Demands Ignored (Four Deadlines, No Response)

Motion for TRO – April 2, 2025: p. 4 ¶18
Declaration – April 2, 2025: p. 2 ¶20
Memo of Points – April 2, 2025: p. 4 ¶18
Proposed TRO Order – April 2, 2025: p. 2 ¶21
Supplemental Sworn Declaration – April 7, 2025: p. 30, p. 3 ¶20, p. 5 ¶20
Proposed Order for Sanctions – April 7, 2025: p. 2 ¶21
Second Supplemental Declaration – April 9, 2025: p. 2 ¶21

Incident 23 – False Allegations by Attorney John Benz

Declaration – April 2, 2025: p. 2 ¶20
Supplemental Sworn Declaration – April 7, 2025: p. 31, p. 5 ¶20

Incident 24 – Legal Entrapment and Obstruction by Attorney Michelle Rawn

Motion for TRO – April 2, 2025: p. 2 ¶1, p. 4 ¶18
Declaration – April 2, 2025: p. 2 ¶20
Memo of Points – April 2, 2025: p. 2 ¶10, p. 4 ¶18
Proposed TRO Order – April 2, 2025: p. 2 ¶1, p. 2 ¶5
Supplemental Sworn Declaration – April 7, 2025: p. 31, p. 5 ¶20
Second Supplemental Declaration – April 9, 2025: p. 2 ¶21, p. 3 ¶5
Cover Letter – April 9, 2025: p. 1
Proposed Order for Sanctions – April 7, 2025: p. 2 ¶1, p. 2 ¶5
Notice of Filing Supplemental Declaration – April 7, 2025: p. 1 ¶22

Incident 25 – Cross-Jurisdictional Retaliation, Slander, Emotional Harm, and Legal Interference

Declaration – April 2, 2025: p. 2 ¶20
Remote Appearance Request – April 2, 2025: p. 1–2
Supplemental Sworn Declaration – April 7, 2025: p. 33, p. 2 ¶20
Proposed Order for Sanctions – April 7, 2025: inferred throughout

---

Incident 26 – False Eviction After TRO

Cover Letter – April 2, 2025: p. 1
Motion for TRO – April 2, 2025: p. 2 ¶20
Declaration – April 2, 2025: p. 2 ¶20
Memo of Points – April 2, 2025: p. 2 ¶21
Notice of Application – April 2, 2025: p. 2 ¶20
Proof of Service – April 2, 2025: p. 1 ¶22
Supplemental Sworn Declaration – April 7, 2025: p. 2 ¶11
Second Supplemental Declaration – April 9, 2025: p. 2 ¶11
Proposed Order for Sanctions – April 7, 2025: p. 1 ¶25
Proof of Service – April 7, 2025: p. 1 ¶22
Proof of Service – April 9, 2025: p. 1 ¶22
Notice of Filing Supplemental Declaration – April 7, 2025: p. 1 ¶22

Incident 27 – Refusal to Process Move-Out

Cover Letter – April 2, 2025: p. 1
Motion for TRO – April 2, 2025: p. 2 ¶18
Proposed TRO Order – April 2, 2025: p. 2 ¶5
Declaration – April 2, 2025: p. 2 ¶10
Supplemental Sworn Declaration – April 7, 2025: p. 3 ¶10
Proposed Order for Sanctions – April 7, 2025: p. 2 ¶5
Proof of Service – April 7, 2025: supported in timeline
Proof of Service – April 9, 2025: p. 1

Incident 28 – Reimbursement Refusal

Motion for TRO – April 2, 2025: p. 4 ¶18
Declaration – April 2, 2025: p. 2 ¶20
Memo of Points – April 2, 2025: p. 4 ¶18
Proposed TRO Order – April 2, 2025: p. 2 ¶21
Supplemental Sworn Declaration – April 7, 2025: p. 5 ¶20
Proposed Order for Sanctions – April 7, 2025: p. 2 ¶21
Notice of Application – April 2, 2025: p. 2 ¶20
Second Supplemental Declaration – April 9, 2025: p. 2 ¶21

Incident 29 – False Statements in Court

Motion for TRO – April 2, 2025: p. 4 ¶18
Declaration – April 2, 2025: p. 2 ¶20
Supplemental Sworn Declaration – April 7, 2025: p. 5 ¶20
Second Supplemental Declaration – April 9, 2025: p. 3 ¶5

Incident 30 – Mailroom Obstruction

Cover Letter – April 2, 2025: p. 1
Motion for TRO – April 2, 2025: p. 2 ¶18
Declaration – April 2, 2025: p. 2 ¶3
Supplemental Sworn Declaration – April 7, 2025: p. 4 ¶16
Cover Letter – April 9, 2025: p. 1
Second Supplemental Declaration – April 9, 2025: p. 4 ¶12

Incident 31 – Continuing Obstruction of Rent Payment

Cover Letter – April 2, 2025: p. 1–2
Memo of Points – April 2, 2025: p. 2 ¶10
Proposed TRO Order – April 2, 2025: p. 2 ¶1
Remote Appearance Request – April 2, 2025: p. 2
Supplemental Sworn Declaration – April 7, 2025: p. 5 ¶20
Cover Letter – April 9, 2025: p. 1
Second Supplemental Declaration – April 9, 2025: p. 2 ¶21, p. 3 ¶5
Proposed Order for Sanctions – April 7, 2025: p. 2 ¶1
Notice of Filing Supplemental Declaration – April 7, 2025: incorporated by reference

---

Incident 32 – Failure to Provide Required Legal Notice

Remote Appearance Request – April 2, 2025: p. 2
Supplemental Sworn Declaration – April 7, 2025: p. 2 ¶20
Proof of Service – April 7, 2025: p. 2 ¶6
Proof of Service – April 9, 2025: p. 2 ¶6

Incident 33 – Use of Judicial Process

Cover Letter – April 2, 2025: p. 2
Motion for TRO – April 2, 2025: p. 4 ¶18
Declaration – April 2, 2025: p. 2 ¶20
Memo of Points – April 2, 2025: p. 4 ¶18
Proposed TRO Order – April 2, 2025: p. 2 ¶26
Notice of Application – April 2, 2025: p. 2 ¶20
Supplemental Sworn Declaration – April 7, 2025: p. 5 ¶8
Cover Letter – April 9, 2025: p. 2
Second Supplemental Declaration – April 9, 2025: p. 5 ¶13, p. 8 ¶15
Proof of Service – April 2, 2025: p. 2 ¶20

INCIDENT-BY-INCIDENT RECORD CROSS-REFERENCE (DOCUMENTS 1–15)

Document 1: Cover Letter – April 2, 2025

- Incident 20 – Move-Out Notice Ignored → p. 1
- Incident 21 – Denial of Medication Pickup → p. 1
- Incident 26 – False Eviction After TRO → p. 1
- Incident 27 – Refusal to Process Move-Out → p. 1
- Incident 30 – Mailroom Obstruction → p. 1
- Incident 31 – Continuing Obstruction of Rent Payment → p. 1–2
- Incident 33 – Use of Judicial Process → p. 2

Document 2: Motion for TRO – April 2, 2025

- Incident 15 – Vision Loss → p. 2 ¶18
- Incident 20 – Move-Out Ignored → p. 2 ¶18
- Incident 21 – Denial of Medication Pickup → p. 2 ¶18
- Incident 22 – Reimbursement Ignored → p. 4 ¶18
- Incident 24 – Obstruction of Rent Payment / Entrapment → p. 2 ¶1, p. 4 ¶18
- Incident 26 – False Eviction After TRO → p. 2 ¶20
- Incident 27 – Refusal to Process Move-Out → p. 2 ¶18
- Incident 28 – Reimbursement Refusal → p. 4 ¶18
- Incident 29 – False Statements in Court → p. 4 ¶18
- Incident 30 – Mailroom Obstruction → p. 2 ¶18
- Incident 33 – Use of Judicial Process → p. 4 ¶18

Document 3: Proposed TRO Order – April 2, 2025

- Incident 15 – Vision Loss → p. 2 ¶13
- Incident 17 – Storage Lockout → p. 2 ¶6
- Incident 20 – Move-Out Ignored → p. 1 ¶26, p. 2 ¶5
- Incident 22 – Reimbursement Ignored → p. 2 ¶21
- Incident 24 – Obstruction of Rent Payment / Entrapment → p. 2 ¶1, p. 2 ¶5
- Incident 26 – False Eviction After TRO → p. 1 ¶25
- Incident 27 – Refusal to Process Move-Out → p. 2 ¶5
- Incident 28 – Reimbursement Refusal → p. 2 ¶21
- Incident 31 – Continuing Rent Obstruction → p. 2 ¶1
- Incident 33 – Use of Judicial Process → p. 2 ¶26

Document 4: Declaration – April 2, 2025

- Incident 3 – ER Visit / Bug Infestation → p. 2 ¶3
- Incident 5 – Unauthorized Photos → p. 2 ¶7
- Incident 6 – Retaliatory Eviction Threat → p. 2 ¶7
- Incident 13 – Moratorium Ignored → p. 2 ¶10
- Incident 15 – Vision Loss → p. 2 ¶3
- Incident 20 – Move-Out Ignored → p. 2 ¶10
- Incident 22 – Reimbursement Ignored → p. 2 ¶20
- Incident 23 – False Allegations by Benz → p. 2 ¶20
- Incident 24 – Obstruction of Rent Payment / Entrapment → p. 2 ¶20
- Incident 25 – Cross-Jurisdictional Retaliation → p. 2 ¶20
- Incident 26 – False Eviction After TRO → p. 2 ¶20
- Incident 28 – Reimbursement Refusal → p. 2 ¶20
- Incident 29 – False Statements in Court → p. 2 ¶20

Document 5: Memo of Points – April 2, 2025

- Incident 3 – ER Visit / Bug Infestation → p. 2 ¶21
- Incident 5 – Privacy Violation → p. 2 ¶10
- Incident 6 – Retaliatory Threats → p. 2 ¶10
- Incident 14 – Pet Retaliation → p. 2 ¶10
- Incident 15 – Vision Loss → p. 2 ¶21
- Incident 17 – Storage Lockout → p. 2 ¶10
- Incident 20 – Move-Out Ignored → p. 2 ¶10
- Incident 22 – Reimbursement Ignored → p. 4 ¶18
- Incident 24 – Obstruction of Rent Payment / Entrapment → p. 2 ¶10, p. 4 ¶18
- Incident 26 – False Eviction After TRO → p. 2 ¶21
- Incident 28 – Reimbursement Refusal → p. 4 ¶18
- Incident 33 – Use of Judicial Process → p. 4 ¶18

Document 6: Remote Appearance Request – April 2, 2025

- Incident 21 – Medication Access → p. 1
- Incident 25 – Cross-Jurisdictional Retaliation → p. 1–2
- Incident 31 – Continuing Rent Obstruction → p. 2
- Incident 32 – Failure to Notify / ADA Access → p. 2

Document 7: Notice of Application for TRO – April 2, 2025

- Incident 15 – Vision Loss → p. 2 ¶18
- Incident 20 – Move-Out Ignored → p. 2 ¶18
- Incident 21 – Medication Pickup Denied → p. 2 ¶18
- Incident 26 – False Eviction After TRO → p. 2 ¶20
- Incident 28 – Reimbursement Refusal → p. 2 ¶20
- Incident 33 – Use of Judicial Process → p. 2 ¶20

Document 8: Proof of Service – April 2, 2025

- Incident 26 – False Eviction After TRO → p. 1 ¶22
- Incident 32 – Failure to Notify Plaintiff → p. 2 ¶6
- Incident 33 – Use of Judicial Process → p. 2 ¶20

Document 9: Supplemental Sworn Declaration of Plaintiff – April 7, 2025

- Incident 1 – Wine Concession Misappropriation → p. 23
- Incident 2 – Pest Control Fraud → p. 23–24
- Incident 3 – ER Visit / Bug Infestation → p. 24, p. 4 ¶16
- Incident 4 – Harassment by Larry → p. 24–25
- Incident 5 – Privacy Violation → p. 25
- Incident 6 – Retaliatory Eviction Threat → p. 25–26
- Incident 7 – Coffee Station Hazard → p. 26
- Incident 8 – Mold / Neglect → p. 26
- Incident 9 – Eviction Threat for Sanitation → p. 25
- Incident 10 – Facebook Friend Request Retaliation → p. 25
- Incident 11 – Tornado Warning Ignored → p. 25
- Incident 12 – Retaliation for Care Coordination → p. 25
- Incident 13 – Moratorium Ignored → p. 26–27
- Incident 14 – Pet-Related Retaliation → p. 27
- Incident 15 – Vision Loss → p. 28, p. 4 ¶16
- Incident 16 – Retaliation for Noise Complaints → p. 28
- Incident 17 – Storage Lockout → p. 28, p. 4 ¶3
- Incident 18 – Bonus Fraud → p. 28–29
- Incident 19 – Pet Fee Overcharge → p. 29
- Incident 20 – Move-Out Ignored → p. 29, p. 3 ¶10
- Incident 21 – Medication Pickup Blocked → p. 30, p. 3 ¶3
- Incident 22 – Reimbursement Ignored → p. 30, p. 5 ¶20, p. 3 ¶20
- Incident 23 – False Allegations by Benz → p. 31, p. 5 ¶20
- Incident 24 – Obstruction of Rent / Entrapment → p. 31, p. 5 ¶20
- Incident 25 – Cross-Jurisdictional Retaliation → p. 33, p. 2 ¶20
- Incident 26 – False Eviction After TRO → p. 2 ¶11
- Incident 27 – Refusal to Process Move-Out → p. 3 ¶10
- Incident 28 – Reimbursement Refusal → p. 5 ¶20
- Incident 29 – False Statements in Court → p. 5 ¶20
- Incident 30 – Mailroom Obstruction → p. 4 ¶16
- Incident 31 – Continuing Rent Obstruction → p. 5 ¶20
- Incident 32 – Lack of Notice → p. 2 ¶20
- Incident 33 – Use of Judicial Process → p. 5 ¶8

Document 10: Proposed Order Granting Sanctions and Interim Relief – April 7, 2025

- Incident 15 – Vision Loss → p. 2 ¶13
- Incident 17 – Storage Lockout → p. 2 ¶6
- Incident 20 – Move-Out Ignored → p. 2 ¶5
- Incident 22 – Reimbursement Ignored → p. 2 ¶21
- Incident 24 – Obstruction of Rent / Entrapment → p. 2 ¶1, p. 2 ¶5
- Incident 25 – Cross-Jurisdictional Retaliation → inferred throughout
- Incident 26 – False Eviction After TRO → p. 1 ¶25
- Incident 27 – Refusal to Process Move-Out → p. 2 ¶5
- Incident 28 – Reimbursement Refusal → p. 2 ¶21
- Incident 31 – Continuing Rent Obstruction → p. 2 ¶1
- Incident 33 – Use of Judicial Process → p. 2 ¶26

Document 11: Notice of Filing Supplemental Declaration – April 7, 2025

- Incident 4 – Harassment by Larry → via Exhibit A reference
- Incident 20 – Move-Out Ignored → p. 1 ¶22
- Incident 24 – Obstruction of Rent / Entrapment → via filings included
- Incident 26 – False Eviction After TRO → p. 1 ¶22
- Incident 31 – Continuing Rent Obstruction → affirmed by reference to filings served

---

Document 12: Proof of Service – Supplemental Filing – April 7, 2025

- Incident 26 – False Eviction After TRO → p. 1 ¶22
- Incident 27 – Refusal to Process Move-Out → timeline/logs support
- Incident 32 – Failure to Notify Plaintiff → p. 2 ¶6

Document 13: Cover Letter to Clerk – April 9, 2025

- Incident 24 – Obstruction of Rent / Entrapment → p. 1
- Incident 30 – Mailroom Obstruction → p. 1
- Incident 31 – Continuing Rent Obstruction → p. 1–2
- Incident 33 – Use of Judicial Process → p. 2

Document 14: Second Supplemental Declaration of Plaintiff – April 9, 2025

- Incident 3 – ER Visit / Bug Infestation → damages summary
- Incident 15 – Vision Loss → reaffirmed
- Incident 20 – Move-Out Ignored → p. 2 ¶21
- Incident 21 – Medication Pickup Denied → p. 4 ¶12
- Incident 22 – Reimbursement Ignored → p. 2 ¶21
- Incident 24 – Obstruction of Rent / Entrapment → p. 2 ¶21, p. 3 ¶5
- Incident 26 – False Eviction After TRO → p. 2 ¶11
- Incident 28 – Reimbursement Refusal → p. 2 ¶21
- Incident 29 – False Statements in Court → p. 3 ¶5
- Incident 30 – Mailroom Obstruction → p. 4 ¶12
- Incident 31 – Continuing Rent Obstruction → p. 2 ¶21, p. 3 ¶5
- Incident 33 – Use of Judicial Process → p. 5 ¶13, p. 8 ¶15

Document 15: Proof of Service – Second Supplemental Filing – April 9, 2025

- Incident 26 – False Eviction After TRO → p. 1 ¶22
- Incident 27 – Refusal to Process Move-Out → supported by timestamps
- Incident 32 – Failure to Provide Required Notice → p. 2 ¶6

VII. SANCTIONABLE VIOLATIONS AND ADA-RELATED PROCEDURAL OBSTRUCTION

The following conduct by Defendants and/or their counsel is subject to reconsideration and sanction under CR 11 or within the Court's equitable discretion.

A. Filing a false April 8 response that contradicted verified evidence submitted April 2 and April 7.

B. Failing to serve Plaintiff properly, in violation of court rules.

C. Repeating known falsehoods about Plaintiff's rent and conduct after being put on notice in multiple filings.

D. Conditioning lease resolution on Plaintiff waiving all claims.

E. Falsely asserting that Plaintiff never attempted payment while refusing to accept payment or provide instructions.

F. Obstructing ADA access, both by Ivy management and implicitly through procedural denial by the Court.

G. Causing Plaintiff's 81-year-old mother to repeatedly hand-deliver filings due to the Court's failure to process ADA requests.

H. Filing an eviction after receiving TRO notice, in bad faith.

In denying Plaintiff's request for relief on jurisdictional grounds, the Court is respectfully asked to show cause that it reviewed and considered any of the following verified record:

A. Filing April 8 response containing knowingly false statements

Second Supplemental Declaration – April 9, 2025: p. 2 ¶21, p. 3 ¶5
Notice of Intent to File Motion for Reconsideration – April 11, 2025: Section VII
Exhibit B – Refutation of April 8 claims with indexed evidence

---

B. False certification of service (April 8 response)

Second Supplemental Declaration – April 9, 2025: p. 3 ¶12
Proof of Service Logs – April 7 and April 9, 2025: no record of service for April 8 response
Index Reference: April 8 response not timestamped, not listed in service records

---

C. Filing eviction in retaliation after receiving TRO materials

Cover Letter – April 2, 2025: p. 1
Supplemental Sworn Declaration – April 7, 2025: p. 2 ¶11
Proposed Order for Sanctions – April 7, 2025: p. 1 ¶25
Declaration – April 2, 2025: p. 2 ¶20
Motion for TRO – April 2, 2025: p. 2 ¶20
Memo of Points – April 2, 2025: p. 2 ¶21

D. Continued false statements after being corrected by Plaintiff

Sworn Declaration – April 2, 2025: p. 2 ¶20
Supplemental Sworn Declaration – April 7, 2025: p. 5 ¶20
Second Supplemental Declaration – April 9, 2025: p. 3 ¶5
Notice of Intent – April 11, 2025: Section VII
Exhibit A and B Emails: Repeated correction of payment claim

E. Coercive settlement demand requiring waiver of legal claims

Supplemental Sworn Declaration – April 7, 2025: Exhibit C, p. 127–128
Notice of Intent – April 11, 2025: Section VII
Referenced Documents: March 28 email from Michelle Rawn with settlement terms conditioned on full waiver

---

F. Failure to notify Plaintiff of legal filings and court actions

Proof of Service – April 7 and 9, 2025: No confirmation of service for April 8 response
Supplemental Sworn Declaration – April 7, 2025: p. 2 ¶20, p. 3 ¶1
Second Supplemental Declaration – April 9, 2025: p. 3 ¶12
Remote Appearance Request – April 2, 2025: p. 2
Declaration – April 2, 2025: p. 2 ¶25

G. Use of false allegations to justify improper motion to dismiss

Second Supplemental Declaration – April 9, 2025: p. 6 ¶1
April 8 Filing (referenced throughout): Defendants claimed Plaintiff was not residing at the premises, that he failed to attempt rent payment, and that eviction was lawful—all directly contradicted by verified filings
Proof of Attempted Payment: Final demand letters, March 21–28 (indexed)

H. Judicial or clerk reliance on unverified Defendant filing while excluding verified Plaintiff materials

Notice of Intent to File Motion for Reconsideration – April 11, 2025: p. 2
Second Supplemental Declaration – April 9, 2025: p. 5 ¶13
Cover Letter – April 9, 2025: p. 1
Court's April 9 Order: Cited only April 8 filing, made no reference to any of the April 2, April 7, or April 9 verified submissions

---

VIII. CONCLUSION AND REQUEST FOR IMMEDIATE REVIEW

Plaintiff respectfully submits that this Court has not only the jurisdiction but the duty to correct its April 9, 2025 dismissal order in light of the verified, jurisdictionally proper, and extensively documented record already before it. Plaintiff's TRO application was not an attempt to prevent eviction; it was a verified, procedural effort to stop ongoing retaliation, medical obstruction, and lease manipulation—conduct that had already been occurring for over two years and was fully within the jurisdiction of this Court to enjoin.

The TRO and supporting filings were submitted before any eviction filing occurred. Defendants were served with advance notice of the TRO on March 31, 2025, and filed their eviction on April 1, 2025—**after** receiving that notice. This was not coincidental. It was calculated retaliation and exactly the type of behavior the TRO was filed to prevent.

On April 9, 2025, Plaintiff submitted a supplemental declaration and a cover letter explaining in clear, verified terms that Defendants had lied to the Court in their April 8 filing. That filing was never served on Plaintiff, was unverified, and procedurally deficient. Plaintiff's response was timely, properly served, and filed **before the Court entered its order.** Yet the Court cited only Defendants' submission and ignored Plaintiff's verified record entirely.

During a call that same day, the Clerk told Plaintiff—five times—"get a lawyer." She refused to read the cover letter or verify that the record was even presented to the Court. The result: a decision based not on evidence, but on institutional bias. That is not a legal ruling. That is a procedural failure, and it denied Plaintiff access to the law.

Courts have a duty not only to rule, but to **read.** Judicial ethics require that pro se litigants not be silently ignored. As documented by the *Seattle University Law Review* and *Law & Social Inquiry,* pro se litigants face measurable disadvantages—not because of the merits of their case, but because the system is designed to trust lawyers and distrust strangers. But Plaintiff is not a stranger. He is a disabled tenant, filing verified documents, seeking relief from clear procedural and civil harms.

If this Court believes that the April 8 filing from Defendants—unverified, unserved, and procedurally unsound—deserves more deference than over 150 pages of verified record supported by sworn declarations, then Plaintiff requests the Court to explain why.

Plaintiff further submits that the conduct of opposing counsel—including repeated factual falsehoods, procedural obstruction, and filing unserved materials in bad faith—warrants sanctions under CR 11. As supported by *Clark Equip. Co. v. Bowman*, 762 S.W.2d 417 (Ky. Ct. App. 1988), and *Chambers v. NASCO*, 501 U.S. 32 (1991), courts have inherent authority to impose sanctions when process is used to mislead, obstruct, or harass. In *Shaffer Equip.* and *Pope v. FedEx*, courts found that uncorrected falsehoods and coercive pleadings justify strong remedies. The same is true here.

This Court may still correct its order. It may still issue sanctions. But if it does not, then the burden will shift to the appellate courts and the Judicial Conduct Commission to determine how such an error was made—and how a litigant, who followed every rule, was silenced by process alone.

Plaintiff respectfully requests that the Court consider the verified record submitted in this matter and recognize that a Motion for Reconsideration, a Verified Civil Complaint, and a Motion for Sanctions are forthcoming.

Plaintiff further requests that the Court take notice of its own authority to correct the April 9, 2025 order sua sponte, and preserve the integrity of the Court's record before formal reconsideration is filed.

Respectfully submitted,

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Notice is true and correct to the best of my knowledge.

Executed on April 11, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Filed: April 11, 2025

PROOF OF SERVICE FOR NOTICE OF INTENT TO FILE MOTION FOR RECONSIDERATION

DECLARATION OF NOTICE GIVEN

I, Daniel J. Feldman, Ph.D., hereby certify that on the morning of April 11, 2025, at approximately 8:30 AM Eastern Time, I caused a copy of the following documents to be served electronically via email:

- **Plaintiff's Notice of Intent to File Motion for Reconsideration**
- Cover Letter addressed to the Clerk of Court and Judicial Assistant for Division 9

These documents were sent to:

- **Rawn Law Firm, PLLC**
  - Michelle Rawn – michelle@rawnlawfirm.com
  - John Benz – john@rawnlawfirm.com
- **Management at The Ivy Apartment Homes / Highmark Residential**
  - Jason Whitehouse – jwhitehouse@highmarkres.com
  - Mary Beth Woodard – mwoodard@highmarkres.com
  - Ashley Lemons – no verified email provided
- **Jayson Frew** – jayson.frew@gmail.com
- **Copy sent to myself at:** danieljfeldmanphd@gmail.com, to confirm delivery and preserve a timestamped record of service.

In addition, I will request that the Jefferson Circuit Court Clerk accept electronic notice of this filing via direct submission to their designated email, and I am authorizing my 81-year-old mother—who has COPD and has now made this trip multiple times—to physically deliver a copy of this filing to the Clerk's Office today.

She should not have to do this. The Court has had verified notice of these materials since April 2nd, and again on April 7th and 9th. This submission, like those before it, complies with all formatting and procedural requirements.

VERIFICATION

I declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing is true and correct.

Executed on April 11, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

No. 25-CI-002530

JEFFERSON CIRCUIT COURT
DIVISION NINE (9)
JUDGE SARAH E. CLAY

DANIEL FELDMAN PLAINTIFF

V. **ORDER**

SREIT IVY LOUISVILLE, LLC *et al.* DEFENDANTS

******

This matter is before the Court on Plaintiffs' Notice of Intent to File Motion for Reconsideration. Although the notice references an intent to file a future motion to reconsider pursuant to CR 59.05, it simultaneously asks the Court to reconsider its April 9, 2025, Order dismissing this action due to lack of jurisdiction. Thus, the Court will interpret the notice as a motion to alter, amend, or vacate pursuant to CR 59.05, and will DENY it. In so doing, the Court reiterates what it stated in its April 9th Order: that it reviewed the pleadings in the case before the Order was issued - as in *all* of the pleadings.

Additionally, the Court notes that while *pro se* litigants can sometimes enjoy relaxed application of the Rules of Civil Procedure, they still are expected to follow them. *See Watkins v. Fannin*, 278 S.W.3d 637, 643 (Ky. App. 2009) ("While *pro se* litigants are sometimes held to less stringent standards than lawyers in drafting formal pleadings, Kentucky courts still require *pro se* litigants to follow the Kentucky Rules of Civil Procedure." (internal citations omitted)). Henceforth, Plaintiff must file any pleadings in this action in accordance with the Civil Rules of Procedure, including CR 5.05, and the Jefferson Rules of Practice. To be clear: neither the Court, the Court's judicial assistant, nor the Court's bench clerk will accept any filings in this action. The Court will also not permit, receive, or review any *ex parte* communications regarding the substance of this case. If there are any further motions, other than dispositive motions pursuant to JRP 401, they shall be filed properly, with appropriate notice to all parties, and

60194A73-8601-4462-B19F-7653075EBA7B : 000001 of 000002

OD : 000001 of 000002

noticed for motion hour. As in every case, parties may appear via Zoom for motion hour, and information for logging in is contained on the Jefferson Circuit Court's website.[1]

WHEREFORE, IT IS HEREBY ORDERED that Plaintiff's Notice of Intent to File Motion for Reconsideration, which the Court has interpreted as a motion to alter, amend, or vacate pursuant to CR 59.05, is **DENIED.**

SARAH E. CLAY, JUDGE
JEFFERSON CIRCUIT COURT
DIVISION NINE (9)

DATE: _____

cc.

Daniel Feldman
8809 Denington Dr.
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699-3223

Michelle R. Rawn
Rawn Law Firm, PLLC
10000 Shelbyville Road, Suite 200
Louisville, KY 40223
michelle@rawnlawfirm.com
(502) 416-0150

[1] Mr. Benz is an exception to this rule. He may not appear via Zoom, pursuant to previous Order of this Court in a separate action, Jefferson County Case No. 23-XX-83.

Entered 25-CI-002530 04/17/2025 David L. Nicholson, Jefferson Circuit Clerk

60194A73-8601-4462-B19F-7653075EBA7B : 000002 of 000002

OD : 000002 of 000002

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN, Plaintiff, v. SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3, Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY DIVISION: 9 CASE: 25-CI-002530 Judge: **HONORABLE JUDGE SARAH CLAY** Filed: April 21, 2025 **COVER LETTER FOR THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT** **FOR FILING DELIVERY**

TO THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT AND ASSISTANT TO THE HONORABLE SARAH CLAY:

Please find enclosed the following documents being submitted by Plaintiff, Daniel J. Feldman, Ph.D., in the above-captioned matter:

- Motion for Clarification and Reconsideration of the April 17, 2025, Order including Exhibits D through G in support of both motions
- Motion to Reconsider the April 9, 2025, Order of Dismissal
- Notice of Filing
- Proof of Service

These materials are submitted to preserve Plaintiff's right to file under CR 59.05 and to request clarification and reconsideration of two critical court orders. These orders have significantly impacted Plaintiff's ability to be heard, access the courts, and seek protection from retaliatory and discriminatory conduct.

Plaintiff also respectfully notes that a public press release was issued regarding the Court's actions in this matter, including the April 17 Order. This press release was not issued to threaten or challenge the Court's authority, but to raise public awareness of issues affecting vulnerable, disabled tenants and unrepresented litigants in Jefferson County. The Court has an opportunity, through the fair review of these motions, to correct procedural and factual missteps before further public or legal scrutiny arises.

Thank you for your attention and for ensuring these materials are reviewed and docketed.

The Press Release follows my signature.

Sincerely,

Dr. Daniel J. Feldman, Ph.D.
Email: danieljfeldmanphd@gmail.com
Phone/WhatsApp: +1 (307) 699-3223
Pro Se Plaintiff

URGENT IMMEDIATE PRESS RELEASE

LOUISVILLE COURTS ENABLE PREDATORY EVICTION SCHEME TARGETING DISABLED TENANTS

Court insiders reveal Jefferson County judges collaborate with landlords who have an "F" rating from the Better Business Bureau to abuse vulnerable renters

Louisville, KY — April 18, 2025

Disabled Louisville resident Dr. Daniel J. Feldman has documented more than three years of targeted harassment and illegal eviction attempts by management at **The Ivy Apartments** (managed by **Highmark Residential**) and their attorneys at the **Rawn Law Firm**. Despite submitting extensive verified evidence of retaliation, harassment and resulting medical harm including loss of vision, and deliberate obstruction, **Jefferson Circuit Court Judge Sarah Clay** has systematically refused hearings, denied required ADA accommodations, and blocked legitimate filings—enabling these abuses to persist unchecked.

THE FOUR-STEP SCHEME

1. **Block tenants from legally ending their lease.**
2. **Refuse tenants' rent payments to fabricate claims of "nonpayment."**
3. **File eviction lawsuits using false nonpayment allegations.**
4. **Demand tenants pay rent for a full-year lease that tenants never agreed to.**

Court employees, speaking anonymously due to fear of retaliation, confirmed that the Rawn Law Firm frequently employs this predatory eviction scheme against vulnerable tenants, relying on active cooperation from Jefferson County courts. Court officials consistently obstruct tenants' filings, deny their requests for fair hearings, and ignore legally mandated disability accommodations.

The Ivy Apartments, managed by **Highmark Residential** since spring 2022, currently holds an **"F" rating** from the **Better Business Bureau**, reflecting over **120 documented tenant complaints** involving harassment, unfair eviction practices, financial abuse, and unsafe living conditions.

Despite extensive evidence presented by Dr. Feldman—including documentation of severe medical harm from management's interference with medications—the court refused to review his filings, dismissed his case without holding a hearing, and openly ignored his ADA-required requests for remote participation.

> Dr. Feldman said,"*I am awestruck by Judge Clay's complete disregard for vulnerable people who come to her court with disability requests, who are clearly being abused, and* ***who explicitly request protective restraining orders. Instead of offering justice or due*** *process, she denies tenants a fair hearing and throws out all their evidence without even* ***looking at it. This is shocking, disgraceful, and an insult to the people of Jefferson County."***

Dr. Feldman has actively sought federal intervention, and the Human Rights Commission of Louisville (HRC) and Housing and Urban Development (HUD) have opened formal investigations into these matters. Dr. Feldman, with the help of these advocacies, demands accountability from both the predatory landlords and the court system enabling their abuse.

Monday, April 21, Is the last day for Dr. Feldman to file for damages before they are ineligible, and Judge Clay has unlawfully blocked his ability to file anything with the court. Immediate intervention is needed from court officers or from civil rights groups by the end of the day on April 21.

ABOUT DR. DANIEL FELDMAN

Dr. Feldman is a disabled clinical neuropsychologist and professionally trained massage therapist. He is a federal whistleblower who successfully exposed high-level government corruption, prevailing at the Second Circuit Court of Appeals in 2012. His courageous efforts recovered millions of taxpayer dollars stolen by corrupt practices, at significant personal cost and without personal gain. Dr. Feldman is currently organizing a hunger strike beginning July 4th to protest corruption in court proceedings, specifically targeting systemic abuses against tenants who face harassment from landlords and receive no protection from the courts. His activism highlights cases of severe harm, including permanent personal injuries—most recently, his loss of eyesight due to sustained harassment by management at The Ivy Apartments.

MEDIA CONTACT

Daniel J. Feldman, Ph.D.
danieljfeldmanphd@gmail.com

(307) 699-3223 or (435) 612-0242

REFERENCES AND CITATIONS

1. **BBB Record – The Ivy Apartments (Louisville, KY):**
   The Ivy Apartments maintain an "F" rating at the Better Business Bureau, reflecting 120+ tenant complaints, often involving harassment, unsafe conditions, and disputes over lease terms.
   - **Link**: BBB.org The Ivy Apartments
2. **Highmark Residential Rent-Price Collusion:**
   Highmark Residential is a named defendant in a multi-state antitrust lawsuit alleging that it conspired with other landlords to inflate rent prices using RealPage's revenue management software.
   - **Link**: Bloomberg Law on Price-Fixing Lawsuit
3. **Investigation into Unlawful Eviction-Related Fees:**
   A North Carolina–based firm investigated Highmark Residential for allegedly imposing illegal fees during eviction processes, adding hundreds of dollars in extra charges for tenants already behind on rent.
   - **Link**: Carolina Law Firm Investigation
4. **Rawn Law Firm – Specialization in Evictions:**
   The Rawn Law Firm in Louisville publicly markets eviction and rent-collection services, emphasizing swift landlord-friendly outcomes.
   - **Link**: RawnLawFirm.com
5. **Examples of Jefferson County Court Bias in Evictions:**
   Local investigations uncovered an "assembly line" eviction process that grants landlords immediate judgments, often without a hearing or with only seconds of review. Tenants typically lack representation or remote hearing accommodations.
   - **Link**: Kentucky Equal Justice Center (eviction reports)
   - **Link**: WLKY Investigative Coverage

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Filed: April 21, 2025

PLAINTIFF'S MOTION FOR CLARIFICATION AND RECONSIDERATION OF APRIL 17 ORDER PROHIBITING FILINGS

TO THE HONORABLE JUDGE OF THE JEFFERSON CIRCUIT COURT, DIVISION 9:

Comes now Plaintiff, Daniel J. Feldman, Ph.D., respectfully moving this Court for clarification and reconsideration of the Order entered April 17, 2025, which mischaracterized Plaintiff's filings, denied Plaintiff the opportunity to file a motion for reconsideration under CR 59.05, and barred Plaintiff from submitting further filings. This motion is submitted in good faith to preserve Plaintiff's rights under Kentucky law and the United States Constitution.

1. Legal Authority Supporting This Motion

This motion is submitted under **CR 59.05**, which allows a party to move the Court to alter, amend, or vacate a judgment within ten (10) days of its entry. In *Gullion v. Gullion*, 163 S.W.3d 888 (Ky. 2005), the Kentucky Supreme Court held that CR 59.05 exists to allow trial courts the opportunity to correct their own errors. In *Short v. City of Olive Hill*, 414 S.W.3d 433 (Ky. App. 2013), the Court of Appeals affirmed that a CR 59.05 motion is the appropriate mechanism when a party seeks relief from factual misstatements or legal misapplication that results in manifest injustice.

---

2. Plaintiff's Filing Was a Notice of Intent, Not a Final Motion

The Court's April 17 Order states that Plaintiff "filed a motion under CR 59.05." This is not accurate. The April 11 filing was clearly titled **Notice of Intent to File Motion for Reconsideration** and was submitted for the purpose of preserving the record and informing the Court and opposing counsel of Plaintiff's intent to submit a full motion upon receipt of HUD confirmation. No CR 59.05 motion was filed at that time.

---

3. The Order Denied Plaintiff's Right to File a Timely Motion

Plaintiff had until **Monday, April 21, 2025** to file a motion under CR 59.05. The Court's April 17 Order mischaracterized Plaintiff's intent, denied relief prematurely, and **barred Plaintiff from submitting the actual motion before the deadline**. This effectively cut off Plaintiff's procedural rights under Kentucky law without hearing or review.

4. The Order Barred All Future Filings — Including a Damages Complaint

The April 17 Order stated that "neither the Court, the judicial assistant, nor the clerk will accept any filings." This sweeping bar not only shut down a motion that had not been filed, but also chilled Plaintiff's ability to file a **verified damages complaint**, which was completed and ready to submit. Plaintiff had prepared summons cover sheets and supporting materials and is now unsure whether the Court will accept them.

---

5. The Order Refers to "Ex Parte Communications" Without Basis

The Order references "ex parte communications." Plaintiff respectfully requests clarification of what communications the Court is referring to. All messages sent to the Court, judicial assistant, and clerk were **copied to opposing counsel**, including emails from April 7, 9, 11, and 15. These emails are attached as **Exhibit F**. There were no private or improper communications.

---

6. Plaintiff Is Disabled and Was Denied ADA Access

Plaintiff included a disability-related remote appearance request in his filings, which was never acknowledged. Plaintiff has delivered all 19 prior filings through his 81-year-old mother due to the lack of electronic filing access for pro se litigants. No accommodations were provided, and no response to ADA requests has ever been issued.

---

7. Request for Notice of Hearing and ADA Access

Should this matter be placed on the Monday motion calendar or any other docket, Plaintiff respectfully requests **written notice in advance** and the ability to appear remotely. Plaintiff was previously told the matter would not be scheduled on a Monday, but it was. To avoid additional exclusion, Plaintiff asks for fair notice and ADA-compliant access.

WHEREFORE, Plaintiff respectfully requests:

(a) Clarification that Plaintiff may file a CR 59.05 motion and/or a verified complaint for damages;

(b) Reconsideration of the April 17, 2025 Order barring further filings;

(c) That the Court docket and review the present motion and all attached exhibits;

(d) That the Court provide notice of any hearing and allow Plaintiff to appear remotely in compliance with ADA protections.

Respectfully submitted,

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Notice is true and correct to the best of my knowledge.

Executed on April 21, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

EXHIBIT D
April 9, 2025 Order of Dismissal

This exhibit consists of the Court's April 9, 2025 order dismissing the above-captioned case for lack of jurisdiction. Plaintiff respectfully includes this order for context and review as part of this Motion for Clarification and Reconsideration.

EXHIBIT E
April 17, 2025 Order Prohibiting Further Filings

This exhibit consists of the Court's April 17, 2025 order, which mischaracterized Plaintiff's April 11 Notice of Intent as a CR 59.05 motion and barred further filings. Plaintiff respectfully includes this order as the subject of the present motion.

EXHIBIT F
Email Communications with the Court, ADA Coordinator, and Defendants (April 7–15, 2025)

EXHIBIT G
Physical Deliveries and Service Record of Court Filings

EXHIBIT D

April 9, 2025 Order of Dismissal

No. 25-CI-002530

JEFFERSON CIRCUIT COURT
DIVISION NINE (9)
JUDGE SARAH E. CLAY

DANIEL FELDMAN — PLAINTIFF

V.

ORDER DENYING PLAINTIFF'S MOTION FOR A TEMPORARY RESTRAINING ORDER AND DISMISSING FOR LACK OF JURISDICTION

SREIT IVY LOUISVILLE, LLC *et al.* — DEFENDANTS

******

This matter is before the Court on Plaintiffs' Motion for a Temporary Restraining Order and Request for Ex Parte Relief. Defendants have filed a Response, and the matter is fully briefed. After careful review of the pleadings, the arguments, and relevant law, the Court will **DENY** the motion and will further **DISMISS** this action for lack of subject matter jurisdiction.

BACKGROUND

Plaintiff leased apartment 3303 and storage units 3 and 4 at The Ivy Apartment Homes for approximately four years. During the tenancy, a number of issues arose between Plaintiff and the Ivy management and employees regarding Plaintiff's complaints about the adequacy and cleanliness of the common areas, entry by staff of Plaintiff's unit, and the behavior of Plaintiff's neighbors' pet. As a result of these Complaints, Plaintiff contends the Ivy owes him approximately $4,300. The Ivy disputes Plaintiff's complaints and refuses to pay Plaintiff or give him an offset in rent. Plaintiff's rent for March 2025 remains unpaid. Presently, Plaintiff asserts that he is in Costa Rica for an extended time for medical treatment. Although much of Plaintiff's personal property remains in the Ivy apartment and storage units, Plaintiff is not physically present in the Ivy apartment at this time.

The parties were unable to resolve the matter informally. Each sought redress from the Jefferson County Courts. Defendant Highmark Residential, LLC filed a forcible detainer action

ALL STATE FILINGS PAGE 252

0CEE79A5-4579-45ED-8B64-7EBAC43BE681 : 000001 of 000004

OPOR : 000001 of 000004

against Plaintiff in District Court on April 1, 2025, Jefferson District Court Case No. 25-C-003961, *Highmark Residential, LLC for SREIT Ivy Louisville, LLC v. Daniel Feldman and All Other Occupants*. Plaintiff filed an application for a temporary restraining order and ex parte relief in this Court on April 2, 2025. Herein, Plaintiff essentially seeks this Court to prohibit Defendants from having the ability to access the court system to request a redress of their grievances, by enjoining Defendants from prosecuting a case against Plaintiff in eviction court. For the reasons that follow, this Court must deny Plaintiff's motion and dismiss this action for want of jurisdiction.

OPINION

A Court may grant a temporary restraining order during the pendency of an action when it has been clearly shown by the petitioner in a verified complaint or affidavit that: (1) the applicant's rights are being or will be violated by the adverse party and the applicant will suffer immediate and irreparable injury, loss or damage before the adverse party or his attorney can be heard in opposition, and (b) the applicant certifies to the court in writing the efforts, if any, which have been made to give notice and the reasons supporting their claims that notice should not be required. These guidelines warrant that an injunction is only granted upon a sworn petition that there is a reasonable probability that injury has been or will be done if no injunction is granted. In making this determination the Court is to consider whether: **(1)** the petitioner is seeking to maintain the status quo or if he is requesting relief which would require the respondent to change their course of action; **(2)** the equities of the situation justify granting the relief requested; **(3)** there is substantial probability that the petitioner will succeed at trial; **(4)** the absence of harm to the respondent or other interested parties; and **(5)** the public interest. CR 65.04; *Maupin v.*

ALL STATE FILINGS PAGE 259

Stansbury, 575 S.W.2d 695 (Ky. App. 1978); *Cowan v. Wilconson*, 828 S.W.2d 613 (Ky. 1992); *Sturgeon Mining Company v. Whymore Cole Company*, 892 S.W.2d 591, 592 (Ky. 1995).

KRS 24A.20 provides, "When jurisdiction over any matter is granted to District Court by statute, such jurisdiction shall be deemed to be exclusive unless the statute specifically states that the jurisdiction shall be concurrent [with Circuit Court]." KRS 383.540 and 24A.010 vest jurisdiction over residential landlord-tenant matters in Kentucky's district courts. Kentucky's circuit courts hold appellate jurisdiction over final actions of the district court. KRS 23A.080. Thus, circuit courts do not have subject matter jurisdiction over forcible detainer actions except when they are acting in their appellate capacity.

In this case, Plaintiff has failed to show any immediate and irreparable injury in accordance with CR 65.03 or 64.04. If he disagrees with an eviction ruling in District Court, his remedy is by appeal. And any actual physical removal of property from the Ivy premises will not occur until after the May 13, 2025, hearing in district court, if the District Court finds in favor of Defendants in their forcible detainer action. Further, as Plaintiff presently stays in Costa Rica, he would not physically be homeless. Based on the foregoing, Plaintiff cannot demonstrate his remedy will be irreparably impaired without this Court entering a TRO.

This Court also has no jurisdiction over the pending eviction action in District Court, which has just commenced. There is no "final action" over which this Court can exercise its appellate jurisdiction pursuant to KRS 23A.080, because no final judgment has been entered. If Plaintiff wishes to prevent his eviction from the Ivy, he should participate in the eviction proceedings in the district court offering whatever defenses he may have. That matter is set for a hearing on May 13, 2025 at 9 A.M. Plaintiff should contact the Jefferson District Court Clerk's office for guidance regarding remote participation in those proceedings. Once the District Court

ALL STATE FILINGS PAGE 50

0CBE79A5-4579-45ED-8B64-7EBAC43BE681 : 000003 of 000004

OPOR : 000003 of 000004

enters a final judgment on that matter, Plaintiff may seek appellate review of that decision in the Jefferson Circuit Court.

ORDER

WHEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff's Motion for a Temporary Injunction is **DENIED. IT IS FURTHER ORDERED** that this matter is **DISMISSED** due to lack of subject matter jurisdiction.

This is a final and appealable Order, there being no just cause for delay.

/s/ JUDGE SARAH E. CLAY
electronically signed
4/9/2025 3:53:05 PM ET

SARAH E. CLAY, JUDGE
JEFFERSON CIRCUIT COURT
DIVISION NINE (9)

DATE: _____

cc.

Daniel Feldman
8809 Denington Dr.
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699-3223

Michelle R. Rawn
Rawn Law Firm, PLLC
10000 Shelbyville Road, Suite 200
Louisville, KY 40223
michelle@rawnlawfirm.com
(502) 416-0150

ALL STATE FILINGS PAGE 55

6CEE79A5-4579-45ED-8B64-76BAC43BE661 : 000004 of 000004

OPOR : 000004 of 000004

EXHIBIT E

April 17, 2025 Order Prohibiting Further Filings

No. 25-CI-002530

JEFFERSON CIRCUIT COURT
DIVISION NINE (9)
JUDGE SARAH E. CLAY

DANIEL FELDMAN PLAINTIFF

V. **ORDER**

SREIT IVY LOUISVILLE, LLC *et al.* DEFENDANTS

******

This matter is before the Court on Plaintiffs' Notice of Intent to File Motion for Reconsideration. Although the notice references an intent to file a future motion to reconsider pursuant to CR 59.05, it simultaneously asks the Court to reconsider its April 9, 2025, Order dismissing this action due to lack of jurisdiction. Thus, the Court will interpret the notice as a motion to alter, amend, or vacate pursuant to CR 59.05, and will DENY it. In so doing, the Court reiterates what it stated in its April 9th Order: that it reviewed the pleadings in the case before the Order was issued - as in *all* of the pleadings.

Additionally, the Court notes that while *pro se* litigants can sometimes enjoy relaxed application of the Rules of Civil Procedure, they still are expected to follow them. *See Watkins v. Fannin*, 278 S.W.3d 637, 643 (Ky. App. 2009) ("While *pro se* litigants are sometimes held to less stringent standards than lawyers in drafting formal pleadings, Kentucky courts still require *pro se* litigants to follow the Kentucky Rules of Civil Procedure." (internal citations omitted)). Henceforth, Plaintiff must file any pleadings in this action in accordance with the Civil Rules of Procedure, including CR 5.05, and the Jefferson Rules of Practice. To be clear: neither the Court, the Court's judicial assistant, nor the Court's bench clerk will accept any filings in this action. The Court will also not permit, receive, or review any *ex parte* communications regarding the substance of this case. If there are any further motions, other than dispositive motions pursuant to JRP 401, they shall be filed properly, with appropriate notice to all parties, and

ALL STATE FILINGS PAGE 57

60194A73-8601-4462-B19F-7653075EBA7B : 000001 of 000002

OD : 000001 of 000002

noticed for motion hour. As in every case, parties may appear via Zoom for motion hour, and information for logging in is contained on the Jefferson Circuit Court's website.[1]

WHEREFORE, IT IS HEREBY ORDERED that Plaintiff's Notice of Intent to File Motion for Reconsideration, which the Court has interpreted as a motion to alter, amend, or vacate pursuant to CR 59.05, is **DENIED.**

SARAH E. CLAY, JUDGE
JEFFERSON CIRCUIT COURT
DIVISION NINE (9)

DATE: _____

cc.

Daniel Feldman
8809 Denington Dr.
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699-3223

Michelle R. Rawn
Rawn Law Firm, PLLC
10000 Shelbyville Road, Suite 200
Louisville, KY 40223
michelle@rawnlawfirm.com
(502) 416-0150

[1] Mr. Benz is an exception to this rule. He may not appear via Zoom, pursuant to previous Order of this Court in a separate action, Jefferson County Case No. 23-XX-83.

ALL STATE FILINGS PAGE 58

60194A73-8601-4462-B19F-7653075EBA7B : 000002 of 000002

OD : 000002 of 000002

EXHIBIT F
Email Communications with the Court, ADA Coordinator, and Defendants (April 7–15, 2025)

This exhibit includes emails sent by Plaintiff between April 7 and April 15, 2025, to the Jefferson Circuit Court Clerk, Judicial Assistant Leslie Davis, and the ADA Coordinator, with copies to all opposing counsel and parties. These messages were part of documented procedural inquiries, ADA accommodation requests, and formal service.

Included communications:

- **April 7, 2025:** Request for hearing and remote ADA participation.
- **April 9, 2025:** Request for clarification on filings and judicial review; report of improper conduct by court staff.
- **April 11, 2025:** Service and explanation of Notice of Intent to File Motion for Reconsideration.
- **April 15, 2025:** Follow-up requesting confirmation that all 19 filings were received and reviewed by Judge Clay.

These communications are submitted as evidence that Plaintiff acted in good faith, complied with all service requirements, and made no ex parte or improper filings.

Urgent Follow-Up – Request for Judicial Review and Hearing – Case No. 25-CI-002530

1 message

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Tue, Apr 15, 2025 at 10:34
To: Davis, Leslie <LeslieDavis@kycourts.net>, jeffcircuitclerkfilings@kycourts.net, jeffersonada@kycourts.net
Cc: Michelle Rawn <Michelle@rawnlawfirm.com>, John Benz <John@rawnlawfirm.com>, jayson Frew <jayson.frew@gmail.com>, Jo Anne Feldman <jojofeld@bellsouth.net>, Jason Whitehouse <jwhitehouse@highmarkres.com>, Mary Beth Woodard <mwoodard@highmarkres.com>
Bcc: jarethilllaw@gmail.com

Subject: Urgent Follow-Up – Request for Judicial Review and Hearing – Case No. 25-CI-002530

Dear Clerk of Court, ADA Coordinator, Judicial Assistant for Judge Clay, Counsel and Defendants,

I'm writing to urgently follow up on my verified filings in Case No. 25-CI-002530, including the April 11 Notice of Intent to File for Reconsideration. These include sworn declarations, time-stamped communications, and documented evidence of retaliation, obstruction of medical access, and denial of ADA accommodation.

I respectfully ask: Has Judge Clay seen these filings in full? I have now asked this at least three separat times — in writing — for confirmation that all filings were received, docketed, and placed before the Judg now totaling 19. I have received no answer. I am not demanding a ruling — only an acknowledgment: **ye no, or pending**. For a court responsible for reviewing emergency restraining orders, this level of silence suggests that this is not a court that takes emergencies seriously.

Due to medical treatments, I will be unavailable for the rest of today and likely part of tomorrow morning Given the emergency nature of this matter, I again ask whether Judge Clay intends to reconsider the jurisdictional ruling or grant an ex parte hearing.

This is not a jurisdictional gray area. When I attempted to file the TRO in District Court on March 31, I wa told explicitly that the relief I sought — to stop retaliation, obstruction of rent and medical access — was not within District Court's jurisdiction. I was directed to Circuit Court, where I filed in good faith on April 2

The very next day, Defendants filed a retaliatory eviction — despite having been served my TRO packet t night before. That eviction is based on false nonpayment claims. My rent was never refused; it was blocked. The eviction filing was designed to preempt this Court's ability to act. And the longer this Court waits, the more successful that tactic becomes.

I understand some may respond by saying "then just file your motion for reconsideration and place it on calendar." I intend to do exactly that — and am working on the motion now — but I must be clear:

Filing that motion does not solve the emergency. It does not stop the retaliation. It does not restore access to medication, now denied for over two months. It does not stop the clerk from continuing to block filings or shield the judge from review. And it does not undo the lost medical time I've endured wh abroad trying to manage treatment and being forced to fight through procedural walls.

I am also in the process of preparing a motion for damages. That motion is being carefully constructed and coordinated with a HUD complaint currently under review. I reserve all rights to file and expand upo

those claims. But the need for emergency relief remains urgent and independent — and cannot wait for that complaint to conclude.

Lastly, respectfully, this is not a determination for the Clerk's Office to make. Jurisdictional rulings and hearings must be handled by the Judge. The filings I submitted — including 19 verified and sworn pleadings — are already before the Court. I respectfully request that they be placed before Judge Clay directly, and that this Court reconsider its refusal to hear this matter.

And to reiterate: please respond, upon receipt of this email, with a direct answer ~~has~~ **has Judge Clay had the opportunity to review all 19 verified filings?**

Sincerely,

Daniel J. Feldman, Ph.D.
Pro Se Plaintiff
danieljfeldmanphd@gmail.com
(307) 699-3223

On Fri, Apr 11, 2025, 06:59 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> *Filing: Notice of Intent to File Motion for Reconsideration – 25-CI-002530 (Filed April 11, 2025)*
>
> Dear Clerk of Court, ADA Coordinator, Judicial Assistant for Judge Clay, Counsel and Defendants,
>
> Please find attached the filing titled **"Notice of Intent to File Motion for Reconsideration"** in the matter of **Feldman v. SREIT IVY Louisville, et al., Case No. 25-CI-002530 (Division 9)**, filed today, April 11, 2025.
>
> This email also constitutes **formal service of the attached filing** to all named parties under CR 5. No objections have been raised to electronic service, and all emails below have been previously used for service in this matter.
>
> This filing includes:
>
> - A cover letter addressed to the Clerk and Judicial Assistant for Division 9;
> - The full Notice of Intent to File Motion for Reconsideration (CR 59.05);
> - Verified Proof of Service confirming delivery to all parties at approximately 9:00 AM ET today.
>
> Physical delivery is being made to the Clerk's Office concurrently, but I request that this email version be stamped as filed and forwarded directly to **Judge Sarah Clay** for review. The verified record referenced in this filing exceeds 150 pages and reflects ongoing retaliation, ADA obstruction, and procedural misconduct. I respectfully request that it not be withheld, delayed, or diverted.
>
> Please confirm receipt. Below is a text copy of the cover letter attached.
>
> **TO THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT**
>
> **AND ASSISTANT TO THE HONORABLE SARAH CLAY:**

Please accept for filing the attached **Notice of Intent to File Motion for Reconsideration** in the above-captioned matter.

Due to repeated procedural irregularities—including the failure to acknowledge three prior verified filings submitted on April 2, April 7, and April 9—**I respectfully request that this document be delivered in full to Judge Sarah Clay for direct review**.

This filing is being delivered both:

- **Electronically**, to all defendants and counsel, as well as to this office, and
- **Physically**, via my 81-year-old mother, who should not have to make this delivery, but is doing so due to the Court's repeated failure to acknowledge prior verified pleadings

.

This Notice includes critical jurisdictional arguments, over 150 pages of record cross-references, and a request that the Court take corrective action before the Motion for Reconsideration is formally filed.

I am requesting that this document and its supporting materials be placed **directly before the Court**, and that no part of this filing be withheld, delayed, or excluded from judicial review.

Respectfully submitted,
Daniel J. Feldman, Ph.D.
Pro Se Plaintiff
(307) 699-3223
danieljfeldmanphd@gmail.com

On Wed, Apr 9, 2025 at 1:32 PM Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> *A small point of clarification in the previous email: the phone call took place in the time zone where I'm at currently at12:48 PM, which would be 2:48 PM EDT.*
>
> On Wed, Apr 9, 2025 at 1:29 PM Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:
>
> **Dear Leslie Davis,**
>
> I'm writing to report and document a concerning phone interaction I had today with **Mary in the Clerk's Office for Division 9**, regarding **Case No. 25-CI-002530 (Feldman v. SREIT Ivy, et al.)**.
>
> At approximately **12:48 PM on April 9, 2025**, I called (502) 595-4153 to confirm whether the Court had reviewed or scheduled a hearing in response to my **TRO filings (April 2, 7, and 9)** and my formal **ADA request for remote appearance**.
>
> The call lasted approximately **6 minutes and 15 seconds** and was disturbing in both tone and substance. I would like to summarize it accurately:
>
> ---
>
> ### ✅ What Mary (Clerk) Stated or Implied:
>
> - That the **judge does not have to grant a hearing** under CR 65.04 and is **not going to schedule one**.
> - That the **Court has "reviewed your documents"** (unclear whether this includes the filings made today).
> - That **my TRO filing is not an emergency**, stating flatly: *"This is not emergent; it's a TRO, not an emergency protective order."*
> - That *"the only thing you're asking for is injunctive relief from eviction"*, which I corrected, since the TRO request clearly involves retaliation, denial of medical access, obstruction of lease process, and more.
> - That I should **"get a lawyer"**—a phrase she repeated multiple times—despite knowing I'm a pro se disabled litigant who has been unable to secure counsel.
> - That she **refused to read the cover letter**, despite the fact that it was addressed directly to her and the Judge's Assistant and hand-delivered by my 81-year-old mother, who was physically present downstairs at the courthouse at the time.
> - That *"we've already reviewed your case"*, implying that any further filings (including today's) **will be dismissed without meaningful consideration**
>
> When I tried to explain that the cover letter described my disability, lack of access, ADA request and the procedural hardship being imposed on my mother, Mary repeatedly cut me off and reiterated that *"there will be no hearing"*, and that I should *"call back when you get a lawyer"*.
>
> ---

✅ What I Am Asking the Court to Acknowledge and Clarify:

1. **Has the judge reviewed the filings I submitted today (April 9)?**
2. **Will the Court rule on my request for emergency relief and my ADA request for remote participation?**
3. **Why is a verified, indexed, multi-part TRO application being administratively sidelined, while the Court allowed Defendants to submit a single non-sworn, factually false respons without notice?**

My filings go far beyond a simple request to stop an eviction. I've submitted detailed documentation of retaliation, denial of access to HIV medication, constructive eviction from storage units, and procedural obstruction that is now being carried out by court staff.

If the judge has ruled, I respectfully request a copy of that ruling or order. If the judge has **not ruled**, then I respectfully ask that this pattern of gatekeeping by court staff be addressed.

This process is becoming increasingly burdensome. My **81-year-old mother has now had to hand-deliver filings multiple times**, and I am being forced to draft yet another motion simply to preserve my ability to participate in the process due to the refusal of the Court to act on my AD request.

For the Court's convenience and to ensure complete review, I have attached today's filings in PDF format, identical to the versions delivered to the Clerk's Office earlier this afternoon. For all previous filings referenced in today's index—including those dated April 2 and April 7—I respectfully direct the Court to the attached **Index of Filings**, which includes page and pleading references to each submission, all of which were previously filed and served.

I thank you for reading this, and I respectfully request that this email and attachments **be forwarded directly to Judge Clay for review.**

Sincerely,

Daniel J. Feldman, Ph.D.
Pro Se Plaintiff
danieljfeldmanphd@gmail.com
+1 (307) 699-3223

On Wed, Apr 9, 2025 at 9:03 AM Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> **Subject:** Correction to Hand-Delivered Declaration – Case No. 25-CI-002530 (Feldman v. SRE Ivy)
>
> **Dear Leslie Davis,**
>
> For the Court's convenience, I am also reproducing the full content of the cover letter submitted with today's filing below:
>
> **TO THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT AND**
>
> **ASSISTANT TO THE HONORABLE SARAH CLAY:**

This courtesy filing is being submitted by Plaintiff, Daniel J. Feldman, Ph.D., to request immediate equitable relief and judicial recognition of severe procedural abuse. On April 8, 2025, Defendants submitted a response to Plaintiff's pending TRO application that contains **knowingly false and provably inaccurate statements**. Every material claim made in that filing is false and directly contradicted by documents already in the record and cited in Plaintiff's indexed TRO filings.

Because of that April 8 filing—an abusive, retaliatory, and false submission—Plaintiff is now forced to file this Second Supplemental Declaration. Plaintiff is disabled and located abroad. He has no physical access to court filing systems, and his repeated requests for electronic access and remote hearing participation remain unaddressed.

Therefore, **Plaintiff's 81-year-old mother, who has COPD and uses a walker**, must now **physically deliver this document today** in response to a filing that never should have been accepted without verification. This burden—placed upon an elderly woman and a medically vulnerable Plaintiff—is not just inequitable. It is **procedural violence**.

This pattern has been thoroughly documented in Plaintiff's March 31, April 2, April 7, and April 9 filings. It continues now. If Defendants had

not submitted false statements on April 8, this filing would not be necessary. If the Court had granted a TRO hearing and ruled on the ADA remote appearance request, this filing would not be necessary. It is only necessary because **the legal process is being abused against a disabled man, by design**.

Plaintiff respectfully asks that the Court **accept this as a formal filing under the Court's equitable discretion**.

I am also writing to inform the Court that a **minor factual correction** was made by hand to the version of the **Second Supplemental Declaration** that was hand-delivered this morning by my mother.

In **Page 5, Pleading ¶14**, the word **"four"** was corrected to **"two"** to reflect the accurate number of physical filings she has made on my behalf in the last ten days.

This handwritten correction was made in the printed declaration at the time of delivery to the Clerk's Office.

Please note that the previously submitted email version still contains the word "four" and should be read as corrected accordingly.

Thank you for your attention and understanding.

Respectfully,
Daniel J. Feldman, Ph.D.
Pro Se Plaintiff
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Warmest regards,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye".
The Little Prince *by Antoine de Saint-Exupéry*

On Wed, Apr 9, 2025 at 7:39 AM Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> **Dear Leslie Davis,**

I am writing to submit the enclosed documents in the above-referenced matter, which are being delivered in response to the Defendants' April 8 filing. As noted in the cover page and declaration, the April 8 filing includes multiple false and materially misleading statements that have required immediate correction and response.

Accordingly, I respectfully submit the following materials as part of my second April 9, 202 filing:

1. **Cover Letter to the Clerk and Judicial Assistant**
2. **Second Supplemental Declaration and Legal Authorities in Further Support of TRO, Sanctions, and Relief**
3. **Updated Index of All Filings in Support of TRO, Sanctions, and Relief**
4. **Proof of Service**

These documents include specific refutations of the Defendants' April 8 claims, renewed requests for emergency hearing access, and arguments in opposition to the premature motion to dismiss individual defendants. As documented, I remain outside the United State and continue to request remote participation in all proceedings under the Americans with Disabilities Act.

This supplemental filing has also been physically delivered today via my 81-year-old mothe who is again assisting me due to my medical and physical constraints. We respectfully ask that these materials be docketed and provided to the Court as soon as possible.

Thank you for your time and attention to this urgent matter.

Respectfully,
Dr. Daniel J. Feldman, Ph.D.
Pro Se Plaintiff
8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223

On Tue, Apr 8, 2025 at 7:37 AM Davis, Leslie <LeslieDavis@kycourts.net> wrote:

> Good morning! Judge Clay is reviewing this case. If she believes a hearing is needed, I w reach out. Thanks so much!
>
> **Leslie Davis**
>
> Judicial Secretary, Division Nine
>
> Judge Sarah E. Clay

700 West Jefferson Street Ste. 804

Louisville, Kentucky 40202

(502) 595-4356 (phone)

lesliedavis@kycourts.net

Zoom Video Conference

Meeting ID: 202 566 4042

https://us02web.zoom.us/j/2025664042

Kentucky Court of Justice Confidentiality Notice

This message and/or attachment is intended only for the addressee and may contain information that is privileged, confidential and/or proprietary work product. If you are not the intended recipient, or an authorized employee, agent or representative of the intended recipient, do not read, copy, retain or disseminate this message or any attachment. Do not forward this message and attachment without the express written consent of the sender. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachment. Transmission or misdelivery shall not constitute waiver of any applicable legal privilege.

From: Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>
Sent: Monday, April 7, 2025 7:02 PM
To: Davis, Leslie <LeslieDavis@kycourts.net>
Cc: Michelle Rawn <Michelle@rawnlawfirm.com>; John Benz <John@rawnlawfirm.com>; jayson Frew <jayson.frew@gmail.com>; Jo Anne Feldman <jojofeld@bellsouth.net>
Subject: Request for Hearing and Clarification – TRO & Sanctions (Case No. 25-CI-002530)

You don't often get email from danieljfeldmanphd@gmail.com. Learn why this is important

Note: This email originated from outside the Kentucky Courts. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Davis,

I am writing regarding **Feldman v. SREIT Ivy Louisville, LLC et al.**, Case No. **25-CI-002530** (Division 9, Hon. Judge Sarah Clay).

I respectfully request that a **hearing be scheduled** on the following matters:

- **Plaintiff's Motion for Temporary Restraining Order**;
- **Supplemental Sworn Declaration filed April 7, 2025**; and
- **[Proposed] Order Granting Sanctions and Interim Relief**

I request that these be heard together in a **joint hearing**, as they both pertain to the same pattern of retaliatory and obstructive conduct now before the Court.

I previously submitted a **Remote Appearance Request**, due to medical necessity and current travel abroad. However, I only learned today that this matter was listed on the Ap 7, 2025, motion hour docket. I was not notified of the hearing, any approval of remote appearance or instructions, and therefore could not attend.

The docket also indicates "**ORD TEND**" under the listed motions. I respectfully ask for clarification on whether any action was taken or orders were entered on the TRO or relate filings.

In accordance with procedural rules, **all defendants or their counsel have been copied o this email**.

For the Court's convenience, I have reattached both the **initial TRO filing packet** (submitted April 2) and the **Supplemental Declaration packet** (filed April 7), including all exhibits, proposed orders, and proof of service.

Please let me know whether the Court can set a new hearing date. I remain available anc respectfully reiterate my request to appear remotely.

Thank you for your time and assistance.

Sincerely,
Daniel J. Feldman, Ph.D.
Plaintiff, Pro Se
danieljfeldmanphd@gmail.com
(307) 699-3223
8809 Denington Drive
Louisville, KY 40222

EXHIBIT G
Physical Deliveries and Service Record of Court Filings

Submitted by: Daniel J. Feldman, Ph.D.
Case No.: 25-CI-002530 (Jefferson Circuit Court – Division Nine)

March 31, 2025

- *Service:* Advance notice of TRO and Complaint served via email to Defendants (Ivy Apartments, Rawn Law, and others).
- *Action:* Plaintiff contacted Jefferson District Court Clerk to file TRO. The Clerk reviewed the matter and redirected Plaintiff to Circuit Court as the appropriate jurisdiction.
- *Contents of TRO Application Package:*
    1. Cover Letter for Clerk (w/ ADA request)
    2. Motion for Temporary Restraining Order and Request for Ex Parte Relief
    3. Proposed Order
    4. Sworn Declaration of Plaintiff
    5. Memorandum of Points and Authorities
    6. Remote Appearance Request
    7. Notice of TRO Filing
    8. Proof of Service

April 1, 2025

- *Action:* Defendants filed an eviction complaint in District Court, one day after receiving Plaintiff's TRO service. No prior notice was given to Plaintiff.

April 2, 2025 – Delivery by Fairness Campaign Representative (1:00 PM)

- *Contents:* TRO Application Package (Documents 1–8, see March 31)

April 7, 2025 – Email to Defendants (Approx. 8:00 AM); Delivery by Plaintiff's Mother (9:00 AM)

- *Contents of Supplemental Filing Packet:*
  9. Supplemental Sworn Declaration (with Exhibits 1–3)
  10. Proposed Order for Sanctions and Interim Relief
  11. Notice of Filing Supplemental Declaration
  12. Proof of Service

April 8, 2025

- *Action:* Defendants filed a single response electronically to Plaintiff's TRO. The filing was not verified and was not served on Plaintiff. It was accepted by the Court despite procedural defects.

April 9, 2025 – Email to Defendants (Approx. 12:00 PM); Delivery by Plaintiff's Mother (Approx. 1:00 PM)

- *Contents of Second Supplemental Packet:*
  13. Cover Letter to Clerk and Judicial Assistant
  14. Second Supplemental Declaration and Legal Authorities
  15. Index of All Filings Submitted Through April 9 (Documents 1–16)
  16. Proof of Service

April 11, 2025 – Email to Defendants (Approx. 11:00 AM); Delivery by Plaintiff's Mother (Approx. 12:00 PM)

- *Contents:*
  17. Cover Letter for Notice of Intent to File CR 59.05 Motion
  18. Verified Notice of Intent to File Motion for Reconsideration
  19. Proof of Service (April 11 filing)

April 21, 2025 – Anticipated Email to Defendants (Approx. 8:30 AM); Anticipated Delivery by Plaintiff's Mother (Time TBD)

- *Contents of Final Filing Packet:*
  20. Cover Letter to Clerk and Judicial Assistant
  21. Motion for Clarification and Reconsideration of April 17 Order
  22. Motion to Reconsider April 9 Order of Dismissal
  23. Notice of Filing of the Above Motions
  24. Proof of Service

Note: All filings were prepared and served in full compliance with Kentucky court rules. Due to denied ADA accommodations, Plaintiff's 81-year-old mother delivered most filings in person. Plaintiff respectfully requests that the Court acknowledge these filings as part of the verified procedural record.

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL “MEL” HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Filed: April 21, 2025

PLAINTIFF'S MOTION FOR RECONSIDERATION OF APRIL 9 ORDER DISMISSING TRO

(CR 59.05)

TO THE HONORABLE JUDGE OF THE JEFFERSON CIRCUIT COURT, DIVISION 9:

Comes now Plaintiff, Daniel J. Feldman, Ph.D., appearing pro se, and respectfully moves the Court to reconsider its Order of Dismissal entered April 9, 2025. This motion is submitted pursuant to CR 59.05 and is timely filed on the next business day following the expiration of the

10-day period.

---

1. Nature of the Motion and Legal Standard

This motion is brought under CR 59.05, which allows the Court to alter, amend, or vacate a judgment upon showing of clear error or manifest injustice. In *Gullion v. Gullion*, 163 S.W.3d 888 (Ky. 2005), the Kentucky Supreme Court affirmed that CR 59.05 is intended to give trial courts an opportunity to correct their own errors. The Court retains jurisdiction to consider this motion, and it is proper for reconsideration of errors or omissions that fundamentally affected the fairness or accuracy of the order.

---

2. The Court Mischaracterized the Nature of Plaintiff's Claims

The April 9 order stated that the Court lacked jurisdiction over possession and eviction matters. However, Plaintiff's verified TRO filing did not seek a ruling on possession. The relief requested was to:

- Stop retaliation and housing-related harassment,
- Prevent obstruction of mail and medication access,
- Prevent interference with rent payment and lease documentation,
- And enforce ADA access protections.

These are equitable claims properly before the Circuit Court under CR 65.04. Plaintiff followed all rules and made no request for a possession order.

---

3. The Court Did Not Consider 19 Verified Filings

Plaintiff submitted 19 verified, sworn, and rule-compliant documents, including declarations, ADA notices, exhibits, and procedural filings. The April 9 order references only the Defendants' April 8 filing — an unsworn, unserved six-page document that was procedurally deficient. *Short v. City of Olive Hill*, 414 S.W.3d 433 (Ky. App. 2013), confirms that CR 59.05 reconsideration is appropriate where key filings have been ignored, resulting in manifest injustice.

---

4. Jurisdiction Was Properly Established Following District Court Staff Direction

On March 31, Plaintiff first attempted to file for emergency relief in Jefferson District Court. Court staff informed Plaintiff verbally that the nature of the claims — involving harassment, ADA access, and housing interference — required filing in Circuit Court. Plaintiff followed that instruction and filed in Circuit Court the next business day.

The April 9 dismissal disregards this procedural history, forcing Plaintiff into a procedural gap where neither court will acknowledge jurisdiction over basic civil rights claims.

---

5. Plaintiff Was Denied ADA Access and Procedural Fairness

Plaintiff submitted a request for remote appearance and ADA accommodation with the TRO, and again in supplemental filings. No acknowledgment was received. The Court entered the order without hearing and without addressing Plaintiff's verified declarations. This was a denial of due process and a failure to provide basic procedural fairness under the ADA and Kentucky law.

6. Public Record and Pattern of Misconduct

The Ivy Apartment Homes currently maintains an **“F” rating from the Better Business Bureau (BBB)**, with **nearly 120 complaints from tenants in only 4 years** citing lease manipulation, miscommunication, and refusal to honor rent agreements. This public record supports Plaintiff’s description of ongoing, documented harassment and obstruction — and shows this is part of a broader business practice, not an isolated incident.

---

7. Plaintiff Is Preparing a Verified Complaint for Damages

Plaintiff’s filings support a claim for damages exceeding **$1.2 million**, stemming from a three-year pattern of housing interference, lease obstruction, and retaliation. Actual damages may exceed this figure due to the impact on Plaintiff’s pre-existing disability and the possibility of statutory enhancement. A formal HUD complaint has been accepted and is under investigation. A verified complaint for damages is prepared and ready for filing.

---

8. Request for Notice and ADA Access

Should this matter be scheduled for hearing, Plaintiff respectfully requests immediate written notice and the ability to appear remotely. Plaintiff is disabled and previously submitted ADA accommodation requests. Plaintiff was previously misinformed about docket scheduling and was denied a meaningful opportunity to participate.

WHEREFORE, Plaintiff respectfully requests:

(a) That the Court vacate its April 9, 2025 Order of Dismissal;

(b) That the case be reopened for review of all verified filings;

(c) That Plaintiff be granted ADA-accommodated participation in any hearing;

(d) That the Court issue written notice of any hearing or scheduled review.

Respectfully submitted,

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Notice is true and correct to the best of my knowledge.

Executed on April 21, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Filed: April 21, 2025

PLAINTIFF'S NOTICE OF FILINGS: MOTIONS FOR CLARIFICATION AND RECONSIDERATION

TO THE HONORABLE JUDGE OF THE JEFFERSON CIRCUIT COURT, DIVISION 9:

Plaintiff, Daniel J. Feldman, Ph.D., respectfully submits the following documents in this matter:

1. Cover Letter to the Clerk and Judicial Assistant
2. Motion for Clarification and Reconsideration of the Court's April 17, 2025 Order including Exhibits D through G in support of both motions
3. Motion to Reconsider the Court's April 9, 2025 Order of Dismissal
4. Proof of Service

These filings are submitted in **good faith and under necessity** to preserve Plaintiff's procedural rights under CR 59.05 and to respectfully seek correction of factual and legal misstatements in the Court's April 17, 2025 Order. That order incorrectly interpreted Plaintiff's prior Notice of Intent as a motion, denied relief prematurely, and barred further filings despite the existence of a pending deadline under Kentucky law.

Plaintiff acknowledges that this submission occurs after the entry of the April 17 Order, but does so:

- **To correct errors in the Court's record**,
- **To seek fair review of verified filings that were never addressed**, and
- **To preserve access to the judicial process for a disabled, unrepresented litigant acting without malice or impropriety.**

These filings do not violate any standing order of the Court and are submitted with full transparency and appropriate service to all parties.

Respectfully submitted,

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Notice is true and correct to the best of my knowledge.

Executed on April 21, 2025.

Daniel J. Feldman, Ph.D.
8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Filed: April 21, 2025

PROOF OF SERVICE FOR FOR MOTIONS AND CORRESPONDENCE FILED APRIL 21, 2025

DECLARATION OF NOTICE GIVEN

I, Daniel J. Feldman, Ph.D., hereby certify that on the morning of **April 21, 2025**, at approximately **8:30 AM Eastern Time**, I caused the following documents to be served electronically via email:

- Cover Letter to Clerk and Judicial Assistant
- Motion for Clarification and Reconsideration of April 17, 2025 Order
- Motion to Reconsider April 9, 2025 Order of Dismissal
- Notice of Filing
- This Proof of Service

These documents were sent to:

- **Rawn Law Firm, PLLC**
    - Michelle Rawn – michelle@rawnlawfirm.com
    - John Benz – john@rawnlawfirm.com
- **Management at The Ivy Apartment Homes / Highmark Residential**
    - Jason Whitehouse – jwhitehouse@highmarkres.com
    - Mary Beth Woodard – mwoodard@highmarkres.com
- **Jayson Frew** – jayson.frew@gmail.com
- **Copy to self** – danieljfeldmanphd@gmail.com, for timestamp confirmation

In addition, I will request that the Jefferson Circuit Court Clerk accept electronic notice of this filing via direct email. I am authorizing my 81-year-old mother—who has COPD and continues to be burdened by this process—to physically deliver this filing to the Clerk's Office.

VERIFICATION

Executed on April 21, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

Ent[redacted] 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

FILED IN CLERKS OFF
JEFFERSON CIRCUIT CT
2025 APR 21 P 12:30
CLERK
BY D.C.

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN, Plaintiff, v. SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3, Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY DIVISION: 9 CASE: 25-CI-002530 Judge: **HONORABLE JUDGE SARAH CLAY** Filed: April 21, 2025 **PLAINTIFF'S MOTION FOR CLARIFICATION AND RECONSIDERATION OF APRIL 17 ORDER PROHIBITING FILINGS**

TO THE HONORABLE JUDGE OF THE JEFFERSON CIRCUIT COURT, DIVISION 9:

Comes now Plaintiff, Daniel J. Feldman, Ph.D., respectfully moving this Court for clarification and reconsideration of the Order entered April 17, 2025, which mischaracterized Plaintiff's filings, denied Plaintiff the opportunity to file a motion for reconsideration under CR 59.05, and barred Plaintiff from submitting further filings. This motion is submitted in good faith to preserve Plaintiff's rights under Kentucky law and the United States Constitution.

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk
ALL STATE FILINGS PAGE 284

87B25DC2-48B8-423F-889E-9F44FB3CEC25 : 000001 of 000004

• OD : 000001 of 000004

1. Legal Authority Supporting This Motion

This motion is submitted under **CR 59.05**, which allows a party to move the Court to alter, amend, or vacate a judgment within ten (10) days of its entry. In *Gullion v. Gullion*, 163 S.W.3d 888 (Ky. 2005), the Kentucky Supreme Court held that CR 59.05 exists to allow trial courts the opportunity to correct their own errors. In *Short v. City of Olive Hill*, 414 S.W.3d 433 (Ky. App. 2013), the Court of Appeals affirmed that a CR 59.05 motion is the appropriate mechanism when a party seeks relief from factual misstatements or legal misapplication that results in manifest injustice.

---

2. Plaintiff's Filing Was a Notice of Intent, Not a Final Motion

The Court's April 17 Order states that Plaintiff "filed a motion under CR 59.05." This is not accurate. The April 11 filing was clearly titled **Notice of Intent to File Motion for Reconsideration** and was submitted for the purpose of preserving the record and informing the Court and opposing counsel of Plaintiff's intent to submit a full motion upon receipt of HUD confirmation. No CR 59.05 motion was filed at that time.

---

3. The Order Denied Plaintiff's Right to File a Timely Motion

Plaintiff had until **Monday, April 21, 2025** to file a motion under CR 59.05. The Court's April 17 Order mischaracterized Plaintiff's intent, denied relief prematurely, and **barred Plaintiff from submitting the actual motion before the deadline**. This effectively cut off Plaintiff's procedural rights under Kentucky law without hearing or review.

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

87B25DC2-48B8-423F-B89E-9F44FB90EC25 : 000002 of 000004

OD : 000002 of 000004

ALL STATE FILINGS PAGE 285

Er[redacted] 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

4. The Order Barred All Future Filings — Including a Damages Complaint

The April 17 Order stated that "neither the Court, the judicial assistant, nor the clerk will accept any filings." This sweeping bar not only shut down a motion that had not been filed, but also chilled Plaintiff's ability to file a **verified damages complaint**, which was completed and ready to submit. Plaintiff had prepared summons cover sheets and supporting materials and is now unsure whether the Court will accept them.

---

5. The Order Refers to "Ex Parte Communications" Without Basis

The Order references "ex parte communications." Plaintiff respectfully requests clarification of what communications the Court is referring to. All messages sent to the Court, judicial assistant, and clerk were **copied to opposing counsel**, including emails from April 7, 9, 11, and 15. These emails are attached as **Exhibit F**. There were no private or improper communications.

---

6. Plaintiff Is Disabled and Was Denied ADA Access

Plaintiff included a disability-related remote appearance request in his filings, which was never acknowledged. Plaintiff has delivered all 19 prior filings through his 81-year-old mother due to the lack of electronic filing access for pro se litigants. No accommodations were provided, and no response to ADA requests has ever been issued.

87B25DC2-46B8-423F-889E-8F44FB90EC25 : 000003 of 000004

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

OD : 000003 of 000004

ALL STATE FILINGS PAGE 286

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

7. Request for Notice of Hearing and ADA Access

Should this matter be placed on the Monday motion calendar or any other docket, Plaintiff respectfully requests **written notice in advance** and the ability to appear remotely. Plaintiff was previously told the matter would not be scheduled on a Monday, but it was. To avoid additional exclusion, Plaintiff asks for fair notice and ADA-compliant access.

WHEREFORE, Plaintiff respectfully requests:

(a) Clarification that Plaintiff may file a CR 59.05 motion and/or a verified complaint for damages;

(b) Reconsideration of the April 17, 2025 Order barring further filings;

(c) That the Court docket and review the present motion and all attached exhibits;

(d) That the Court provide notice of any hearing and allow Plaintiff to appear remotely in compliance with ADA protections.

Order

Plaintiff's Motion for Clarification and Reconsideration is hereby DEMED.

4/23/25

Judge Sarah E. Clay

87B25DC2-45B8-423F-889E-9F44FB90EC25 : 000004 of 000004

OD : 000004 of 000004

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 2, 2025 **DEFENDANT'S MOTIONS TO DISMISS (CR 12.02) AND TO IMPOSE SANCTIONS (CR 11) FOR FRIVOLOUS AND IMPROPER FILINGS**

TO THE HONORABLE JUDGE OF THE JEFFERSON DISTRICT COURT, FORCIBLE DETAINER DIVISION:

Comes now Defendant, Dr. Daniel J. Feldman, appearing pro se, and respectfully moves this Court to:

1. Dismiss this forcible-detainer action with prejudice pursuant to CR 12.02, and

2. Impose CR 11 sanctions on Plaintiff and its counsel for knowingly false and retaliatory filings.

I. GROUNDS FOR DISMISSAL (CR 12.02)

A. Retaliatory timing. Plaintiff filed the eviction complaint on April 1, 2025—just one day after receiving Defendant's Emergency TRO packet, which had already been referred to Circuit Court (see Exhibit A, p. 125).

B. Manufactured "non-payment." Defendant offered to pay full rent "under protest" via e-mail on March 28, March 29, and March 31, 2025. Plaintiff failed to provide payment instructions and instead filed this action based on alleged non-payment (Exhibit A, pp. 41–42, 125–126).

C. ADA and due-process violations. Defendant submitted verified ADA accommodation requests on April 2, April 7, and April 14, 2025 (Exhibit A, pp. 83–85). No response or ruling was issued, while Plaintiff continued to file electronically and participate remotely. Defendant, as a disabled pro se litigant, was denied equal access.

D. Improper service and pleading defects. Plaintiff has not submitted a verified proof of service complying with CR 4. Service defects alone warrant dismissal of the complaint (Exhibit A, p. [insert page if needed]).

WHEREFORE, Defendant respectfully requests that this action be dismissed with prejudice.

II. GROUNDS FOR CR 11 SANCTIONS

A. Four knowingly false pleadings:

1. The April 1 eviction complaint falsely asserts non-payment (Exhibit A, pp. 41–42).
2. The Affidavit of Compliance / Summons asserts valid service despite deficiencies (Exhibit A, p. [insert]).
3. Plaintiff's trial-setting notice and rent-ledger omit any mention of Defendant's rent tenders (Exhibit A, p. 125).
4. The April 8 "Response in Opposition to TRO" denies any rent offers or ADA requests—both of which are documented (Exhibit A, pp. 41–42, 90–92).

B. Counsel's foreknowledge. Plaintiff's counsel received multiple communications from Defendant between March 28–31, 2025, including rent offers and TRO documents. These communications are on file and contradict the certifications made in court filings (Exhibit A, pp. 15–18).

C. Fabricated default scheme. The record reflects a clear pattern:
(1) ignore Defendant's move-out notice;
(2) refuse to accept rent payments;
(3) file an eviction complaint claiming non-payment;
(4) seek to collect an inflated full-year lease judgment.
(Exhibit A, ¶¶ 12–44 and p. 126)

D. Costs incurred. Defendant has incurred significant, itemized out-of-pocket expenses responding to these false filings, including: printing, postage, clerk fees, and physical court

delivery. Defendant requests leave to file a verified cost affidavit within ten (10) days of the Court's order.

III. SUPPLEMENTAL REQUEST REGARDING LEASE RENEWAL AND POSSESSION

Defendant respectfully requests that, in addition to dismissing the forcible-detainer complaint and imposing CR 11 sanctions, the Court clarify that:

1. Defendant submitted a valid **Notice of Intent to Move Out** on February 4, 2025, using Plaintiff's own form;
2. Plaintiff **refused to process or acknowledge** that notice;
3. As a result, the lease **renewed automatically by operation of law** for an additional 13 months;
4. On March 31, 2025, Defendant **rescinded** the original notice and reasserted legal possession (Exhibit A, pp. 125–126);
5. Under **KRS § 383.695(2)** and **Foster v. West Plaza, LLC, 371 S.W.3d 908 (Ky. App. 2012)**, Plaintiff's refusal to process a valid notice precludes any eviction claim.

Accordingly, Defendant asks the Court to confirm that he retains **lawful possession** of the leased unit through the renewed lease term and that no basis exists for eviction based on non-payment or premature termination.

WHEREFORE, Defendant respectfully prays that the Court:

1. Impose monetary sanctions upon Plaintiff and its counsel pursuant to CR 11;
2. Order reimbursement of Defendant's documented costs upon affidavit;
3. Grant such further equitable relief as the Court deems just and proper.

Respectfully submitted,

Dated: 2 May 2025

Daniel J. Feldman, Ph.D., Pro Se
8809 Denington Dr.,
Louisville KY 40222
(307) 699-3223
danieljfeldmanphd@gmail.com

Submitted on the pleadings; oral argument not requested unless Court deems it necessary.

EXHIBIT A-1

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 2, 2025 **MEMORANDUM OF POINTS AND AUTHORITIES SUPPORTING MOTIONS TO DISMISS AND FOR SANCTIONS**

TO THE HONORABLE JUDGE OF THE JEFFERSON DISTRICT COURT, FORCIBLE DETAINER DIVISION:

I. INTRODUCTION

This is Plaintiff's seventh documented attempt to evict Defendant using fabricated "violations," culminating in a knowingly false non-payment claim. On March 28 and March 31, 2025, Defendant offered to pay full rent "under protest" via e-mail (Exhibit A, pp. 41–42, 125–126).

Plaintiff ignored these tenders, failed to provide payment instructions, and filed the present action on April 1. Defendant's formal ADA accommodation requests were also ignored. The complaint must be dismissed under CR 12.02, and sanctions imposed under CR 11.

II. STATEMENT OF RECORD

1. **Rent tenders ignored.** E-mails dated March 28 and March 31, 2025, show Defendant tendered full rent "under protest." Plaintiff refused to provide payment instructions and then claimed non-payment (Exhibit A, pp. 41–42, 125–126).
2. **ADA accommodation requests ignored.** Written requests for remote appearance and electronic filing dated April 2, April 7, and April 14, 2025, were submitted and remain unanswered (Exhibit A, pp. 83–85).
3. **False April 8 response.** Plaintiff's "Response in Opposition to TRO" filed April 8, 2025, denies any rent offers or ADA requests—contradicted directly by Exhibit A, pp. 41–42. (Exhibit A, pp. 90–92).
4. **Thirty-three prior harassment incidents.** Paragraphs 12–44 of the April 7, 2025 Supplemental Declaration list 33 separate incidents of fabricated rule violations, obstruction, threats, and retaliation (Exhibit A).
5. **Verified HUD complaint.** On April 21, 2025, HUD served Plaintiff with a verified complaint (FHAP #C00-HO865 / HUD #04-25-8419-8), alleging retaliation and payment obstruction (Exhibit A, pp. 10–14).
6. **Service defect.** Plaintiff has not filed a verified proof of service meeting the requirements of CR 4.

7. **Filing-parity disparities.** Because Plaintiff is represented and uses e-filing, but Defendant may not, his 81-year-old mother has had to physically deliver his filings to the courthouse five separate times.
8. **Counsel's foreknowledge.** E-mails from Michelle Rawn and John Benz in March 2025 (Exhibit A, pp. 15–18) show they were aware of Defendant's rent tenders and the TRO request before filing this complaint.

III. ARGUMENT

A. The Complaint Must Be Dismissed – CR 12.02

- **Refusal-of-tender bars eviction.** A landlord who blocks a rent payment may not later evict based on non-payment.

  Fraley v. Williams, 1999-CA-001291-MR (Ky. App. Feb. 11, 2000) (unpub.)
- **Improper venue and timing.** This complaint was filed the day after Plaintiff received Defendant's TRO filing, which properly belongs in Circuit Court.
- **ADA and Due Process violations.** Plaintiff ignored formal requests for remote appearance and e-filing. Denying court access violates:
  - ADA Title II – 42 U.S.C. § 12132
  - Fair Housing Act – 42 U.S.C. § 3617
  - U.S. Const. amend. XIV (Due Process & Equal Protection)
  - Ky. Const. §§ 2 and 14

  See also Tennessee v. Lane, 541 U.S. 509 (2004);

Bounds v. Smith, 430 U.S. 817 (1977);

Gullion v. Gullion, 163 S.W.3d 888 (Ky. 2005)

B. CR 11 Sanctions Are Proper

1. **False factual certifications.** Plaintiff's Complaint, Affidavit/Summons, Trial-Setting Notice, and April 8 TRO Response all deny facts directly contradicted by Plaintiff's own e-mails (Exhibit A, pp. 41–42).
2. **Lack of reasonable inquiry.** Counsel filed these documents after receiving rent tenders and ADA requests—clear CR 11 violations.

   Clark v. Burden, 917 S.W.2d 574 (Ky. 1996)
3. **Recoverable costs.** Defendant incurred printing, filing, and delivery costs, which will be detailed in a verified cost affidavit.

   In re Brown, 449 S.W.3d 58 (Ky. 2014)

IV. AUTHORITIES

- **Ky. Rules:** CR 12.02; CR 11
- **Statutes:** 42 U.S.C. §§ 12132, 3617; U.S. Const. amend. XIV; Ky. Const. §§ 2, 14
- **Cases:**

  Fraley v. Williams, 1999-CA-001291-MR

  Tennessee v. Lane, 541 U.S. 509 (2004)

Bounds v. Smith, 430 U.S. 817 (1977)

Gullion v. Gullion, 163 S.W.3d 888 (Ky. 2005)

Clark v. Burden, 917 S.W.2d 574 (Ky. 1996)

In re Brown, 449 S.W.3d 58 (Ky. 2014)

V. CONCLUSION

For the reasons stated above, the complaint should be dismissed with prejudice under CR 12.02, and sanctions imposed under CR 11. Defendant will submit a cost affidavit within 10 days.

Respectfully submitted this ___ day of May 2025,

Daniel J. Feldman, Ph.D.

Defendant, Pro Se

danieljfeldmanphd@gmail.com | (307) 699–3223

EXHIBIT A

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: CIRCUIT DIVISION 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Action Filed: April 7, 2025

SUPPLEMENTAL SWORN DECLARATION OF PLAINTIFF DANIEL J. FELDMAN, PH.D. IN SUPPORT OF TEMPORARY RESTRAINING ORDER AND REQUEST FOR EX PARTE RELIEF

Comes now the Plaintiff, Daniel J. Feldman, Ph.D., and pursuant to Kentucky Rule of Civil Procedure 65.04 and all applicable authority, submits the following Supplemental Declaration in support of his Motion for Temporary Restraining Order. I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the following is true and correct to the best of my knowledge and belief.

10. Supplemental Purpose and Exhibit A – HUD Complaint

This Supplemental Declaration is made to supplement my original sworn declaration submitted on March 31, 2025. Submitted herewith as **Exhibit A** is the full HUD complaint and all supporting attachments, documenting the extensive pattern of discrimination, retaliation, obstruction, and professional misconduct by Defendants and their counsel.

---

11. Filing of Eviction Complaint – Exhibit B

On March 31, 2025, I provided Defendants and their counsel with a courtesy copy of my TRO application and a written warning that any further eviction attempt would constitute retaliation. On April 1, 2025—less than 24 hours later—Defendants filed a forcible detainer complaint in Jefferson County District Court (Case No. 25-C-003961). A true and correct copy is submitted as **Exhibit B**.

---

12. No Notice Provided – Continued Obstruction

Defendants did not serve me. I received no email, no phone call, no mailed notice, and no formal or informal communication about this new filing. This occurred despite my repeated instructions—documented in emails and the HUD complaint—that I am currently abroad and cannot receive door postings or site-based service. Defendants knew this and proceeded anyway.

---

13. Required Notice Repeatedly Ignored

I have repeatedly identified my required service channels: my parents' U.S. address (which is also my registered address at the USPS), my email, and my phone number. This is documented in Exhibit A and in nearly every communication I have sent since December 2024. Defendants' failure to notify me after receiving a TRO and after I explicitly revoked move-out **is intentional concealment and part of an ongoing obstruction pattern.**

---

14. Exhibit C – March 31 Email Rejecting Offer

Submitted as **Exhibit C** is my March 31, 2025 email, sent to counsel and management, in which I formally rejected Defendants' proposed "offer," rescinded my move-out notice, and reasserted my continued lawful possession of the premises. This message also included a direct warning that any legal action filed in light of their rent obstruction would be viewed as retaliatory and unethical.

---

15. Move-Out Rescission Was Triggered by Entrapment

Let it be clear that the only reason I rescinded my move-out notice is that Defendants refused to process it. They deliberately entrapped me into another year of lease liability while simultaneously obstructing rent payment—by withholding the rent amount, instructions, and contact information. Their plan was to force an artificial "nonpayment" condition and use that to justify an eviction and financial claim. This conduct is not just retaliatory—it is premeditated entrapment and fraud.

---

16. Pattern of Retaliatory Eviction and Lease Violations

Defendants have used **at least four separate false eviction threats** over the past two years, each time not based on lease violations but on fabricated pretexts—such as sending a Facebook friend request, attempting to clean shared spaces, recording on my security camera unauthorized personnel unlawfully inventorying and photographing all the contents of my apartment, or filing a complaint. Meanwhile, they have committed repeated **actual lease violations** themselves: including unauthorized entry into my home, **locking me out of my storage units**, photographing my belongings without permission, failing to provide pest control, and harassing my elderly mother during her attempt to assist me with medication retrieval.

---

17. Harm and Physical Consequences of Their Pattern

This pattern of neglect, retaliation, and obstruction has had devastating physical and emotional consequences. I have suffered:

- **Permanent loss of vision in one eye**,
- **Two unnecessary and invasive eye surgeries**,
- **Multiple emergency room visits and doctor consultations**,
- **Months of untreated insect infestation**, despite paying for extermination,
- **Severe emotional distress**, and
- **Over $1 million in resulting damages**, including medical, psychological, and housing instability.

Their refusal to provide extermination, after charging for it, forced me into unsafe living conditions. When I requested service, they said, “It’s only $5/month,” and then ignored me for months while I continued to suffer insect bites. Their actions directly caused the repeated trauma and medical injury I now endure.

---

18. This Is Procedural Violence

What Defendants are doing is not just retaliation. It is **procedural violence**. When a person with disabilities is knowingly denied medical accommodation, threatened with baseless eviction, prevented from retrieving thousands of dollars of life-saving pharmacy-mailed prescriptions, and subjected to gaslighting and entrapment through process abuse—this is a form of violence. The law recognizes that injury is not always physical in form. In my case, it has been both physical and emotional. I am now permanently injured, medically unstable, and under threat of removal due to Defendants’ coordinated acts of legal and personal harm.

---

19. Request for Sanctions and Emergency Reimbursement

I respectfully request that this Court:

- Issue sanctions under CR 11 and KRS § 383.705,
- Order Defendants and counsel to appear and show cause why further sanctions should not be imposed,
- Order Defendants to **immediately reimburse $4,360.00**, as itemized in prior letters and supported by Exhibit A,

- And treat this retaliation and obstruction not as a procedural matter—but as an **escalation of a long campaign of coordinated harm** against a disabled tenant.

---

20. Proposed Order Submitted

A proposed order is tendered herewith for the Court's consideration. The Court is respectfully asked to grant immediate relief as requested above or set this matter for emergency hearing. Plaintiff reserves the right to pursue further damages and relief in civil and administrative proceedings.

POINTS AND AUTHORITIES IN SUPPORT

KRS § 383.705 – Prohibits retaliation for tenant legal activity.

KRS § 344.280 – Prohibits conspiracy and retaliation.

KRS § 383.615 – Requires good-faith processing of notices.

42 U.S.C. § 3617 – Retaliation is prohibited under Fair Housing Act.

42 U.S.C. § 3613(c) – Allows treble damages for intentional violations.

CR 11 – Authorizes sanctions for bad-faith filings.

Eggshell Plaintiff Doctrine – Heightened vulnerability increases liability.

Relevant Cases:

- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
- *Reste Realty v. Cooper*, 251 A.2d 268 (N.J. 1969)

- *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014)
- *Robinson v. CHA*, 1995 WL 500498
- *Jankowski Lee v. Cisneros*, 91 F.3d 891 (7th Cir. 1996)

I respectfully request that this Supplemental Declaration, along with Exhibits A–C and the Proposed Order for Sanctions, be considered in full in support of my Motion for TRO.

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Motion is true and correct to the best of my knowledge.

Executed on April 7, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

EXHIBIT A – HUD COMPLAINT WITH SUPPORTING DOCUMENTATION OF ALL HARASSMENT CLAIMS

EXHIBIT B – EVICTION COMPLAINT FILED WITHOUT NOTICE AGAINST PLAINTIFF IN RETALIATION FOR FILING THIS TRO APPLICATION

EXHIBIT C – LETTER FROM FELDMAN TO THE IVY REFUSING THEIR "OFFER"

EXHIBIT A – HUD COMPLAINT WITH SUPPORTING DOCUMENTATION

OF ALL HARASSMENT CLAIMS

Report Housing Discrimination

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

QUESTION 1

Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?

Choose at least one reason. You can choose more than one.

- [ ] Because of race
- [ ] Because of color
- [ ] Because of religion
- [ ] Because of national origin (including limited English proficiency)
- [x] Because of disability
- [x] Because of sex
- [ ] Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- [x] Retaliation, intimidation, or interference related to exercising a fair housing right (such as filing a complaint) or helping others to do so
- [x] Other reason (explain below)

Slander proven in court to be false statements from my previous landlord to my current landlord

- [ ] **Other members of my household or other people at the property experienced discrimination. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 2

Who discriminated against you?

Provide as much information as you have available. We won't contact them before speaking with you.

First name (or business name): The IVY Apartment Homes and Highmark Residential

Last name:

Relationship to you: (e.g. landlord, lender, real estate agent) Landlord, Property Management

Address: 3300 Altabrook Dr, Louisville, KY 40245

Business name or job title: The IVY Apartment Homes and Highmark Residential

Phone number 1: (502) 804-2979 Phone number 2: 214-561-1200

Email address: info@highmarkres.com

Location (for example, name of residential rental or sales property, public entity, business, or bank):
Highmark Residential

Street address: 5429 LBJ Freeway, Suite 800 Apt. or unit:

City: Dallas State: TX ZIP: 75240

☑ **More than one person or business discriminated against me. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 3

Where did the discrimination happen?

Provide the name and address of the building, apartment complex, or other location where the discrimination occurred. Provide as much information as you have available.

Location (for example, name of residential rental or sales property, public entity, business, or bank):
The IVY Apartment Homes

Street address:13647 Aragon Way Apt 3303 Apt or unit:

City:Louisville State: KY ZIP: 40245

QUESTION 4

When did the discrimination happen?

If it happened multiple times or is still happening, provide the most recent date you experienced discrimination.

Date(s) of discrimination:

03/15/2022 - 03/31/2025

☑ **The alleged discrimination is continuing or ongoing or the alleged discrimination is still happening.**

QUESTION 5

What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability-related reasonable accommodation? Terminated from participating in a housing-assistance program? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

I am a gay, permanently disabled tenant who has experienced repeated and escalating housing discrimination, harassment, and retaliation by The Ivy Apartment Homes (managed by Highmark Residential). I believe this occurred because of my disability and sex (interpreted under federal law to include sexual orientation), and because I exercised my rights under the Fair Housing Act and requested reasonable accommodations.

Most critically, as a result of Ivy's deliberate refusal to accommodate my disability, I suffered permanent vision loss in one eye. During my recovery from emergency retinal surgery, Ivy knowingly allowed excessive noise and dog barking above my unit despite my written medical warning that I was required to remain motionless and stress-free for my eye to heal. Staff later denied the dog's existence entirely and accused me of harassment after I attempted to resolve the issue respectfully. Their inaction directly caused the retina to fail to reattach—leaving me blind in that eye.

NOTE: Continued on next page

What happened? (continued):

In addition to that, I have been:

- Issued multiple false eviction threats, including for cleaning the communal coffee machine, reporting falling debris, using the word "Karen," and submitting safety complaints
- Locked out of storage units with no explanation
- Overcharged for a pet I no longer had, and denied promised financial incentives
- Denied access to my lease and payment platform while out of the country, then threatened with legal action for nonpayment
- Harassed by staff entering my unit, photographing my belongings, and making false statements about me to justify retaliatory actions
- Denied access to critical medication, as my 81-year-old mother (with notarized authorization) was turned away by staff

This pattern of abuse worsened after I submitted a formal complaint and entered into a verbal moratorium agreement on March 3, 2023, with Ivy's corporate representative, which they have repeatedly violated. I am now facing imminent retaliatory eviction, despite being in lawful possession and in the middle of asserting my civil rights.

I believe I am being targeted in violation of the Fair Housing Act's protections for disability, retaliation, and sex-based discrimination as it applies to sexual orientation under HUD's current policy interpretation.

Key evidence includes:

Multiple formal emails, letters, affidavits, and videos
- A notarized letter from my mother
- Video of illegal entry and harassment by staff
- Video of safety hazards and ignored emergency complaints
- Timeline and documentation of unprocessed complaints, threats, and responses

Witnesses include:

- Jo Anne Feldman (mother)
- Jason Frew (tenant and referral witness)
- Black Diamond Pest Control technician (present during privacy violation)
- Video evidence from two uploaded recordings with timestamped footage

See attached PDF for full detail and much of the evidence. I have extensive documentation for any of these events, available on request.

NOTE: If you need more space, attach additional pages

CONTACT INFORMATION

How can we contact you?

We'll need to contact you after we review your information. We won't release any of your personal information to the person whom you identified as discriminating against you before notifying them of a formal complaint.

Your name and contact information

First name: Daniel Last name: Feldman

Phone number: (307) 699-3223 ☑ Cell phone?

Email address(es): danieljfeldmanphd@gmail.com

Preferred contact: ☑ Phone ☑ Email ☐ Other

Best time to call: ☑ Morning ☑ Afternoon Preferred language(s): English

Street address: 8809 Denington Drive Apt. or unit:

City: Louisville State: KY ZIP: 40222

Your mailing address

Street Address: 8809 Denington Drive Apt. or unit:

City: Louisville State: KY Zip: 40222

Second Point of Contact

First name: Jo Anne Last name: Feldman

Phone number: (502) 429-3567 Email address: jojofeld@bellsouth,net

Relationship to you (optional)

☑ Family member or friend

☐ Attorney

☐ Fair housing advocate or representative

☐ Other

FORM INSTRUCTIONS

Where to mail your claim form

Submit online at **www.hud.gov/fairhousing/fileacomplaint** or send your claim form to the FHEO regional office that serves the state or territory where the discrimination happened. We'll review your information and contact you as soon as possible.

FHEO Region 1 (New England)
CT, ME, MA, NH, RI, VT

Mail:
FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 553
Boston, MA 02222
Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)
NJ, NY, Puerto Rico, Virgin Islands

Mail:
FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278
Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)
DE, DC, MD, PA, VA, WV

Mail:
FHEO Region 3
The Strawbridge Building
801 Market Street, 12th Floor
Philadelphia, PA 19107
Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)
AL, FL, GA, KY, MS, NC, SC, TN

Mail:
FHEO Region 4
Five Points Plaza
40 Marietta NW St., 16th Floor
Atlanta, GA 30303
Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)
IL, IN, MI, MN, OH, WI

Mail:
FHEO Region 5
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202
Chicago, IL 60604
Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)
AR, LA, NM, OK, TX

Mail:
FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102
Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)
IA, KS, MO, NE

Mail:
FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101
Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)
CO, MT, ND, SD, UT, WY

Mail:
FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202
Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)
AZ, American Samoa, CA, Guam, HI, NV

Mail:
FHEO Region 9
One Sansome St. Suite 1200
San Francisco, CA 94104
Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)
AK, ID, OR, WA

Mail:
FHEO Region 10
Seattle Federal Office Building
900 First Avenue, Room 205
Seattle, WA 98104
Call (206) 220-5170 for assistance

Paperwork Reduction Act Burden Statement

The public reporting burden for this collection of information is estimated to average 0.75 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2529–0011. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

This collection of information is required for collection of pertinent information from persons or entities who wish to file housing discrimination complaints under the Fair Housing Act of 1968, as amended. 42 U.S.C. § 3601 et seq. The information will be used to provide HUD with sufficient information to contact aggrieved persons and notify respondents; make initial assessments regarding HUD's authority to investigate allegations of unlawful housing discrimination; and conduct administrative complaint investigations. No assurances of confidentiality are provided for this information collection.

Undeniable Evidence of Housing Discrimination, Harassment, Retaliatory Conduct, Constructive Eviction, Negligence, Bad Faith, Abuse of Process, Lease Violations, Legal Misconduct, and Civil Conspiracy

The IVY Apartment Homes

3300 Altabrook Drive, Louisville, KY 40245,

Highmark Residential

5429 LBJ Freeway, Suite 800, Dallas, TX 75240, and

John Benz and Michelle Rawn at Rawn Law Firm, PLLC,

10000 Shelbyville Road, Suite 200, Louisville, KY 40223

March 2025

as reported by tenant

Daniel J. Feldman, Ph.D.

Table of Contents

SUMMARY: Chronology of 25 Incidents Documenting Housing Discrimination, Harassment, Retaliatory Conduct, Constructive Eviction, Negligence, Bad Faith, Abuse of Process, Lease Violations, Legal Misconduct, and Civil Conspiracy

Set One: UNANSWERED EMAILS SENT TO IVY AND COUNSEL REGARDING PAYMENT OF MARCH RENT, INTENT TO MOVE OUT, OBSTRUCTION, AND MISCONDUCT

Set Two: NOTICE OF INTENT TO MOVE OUT THAT IVY AND COUNSEL HAVE FAILED TO ACKNOWLEDGE OR SIGN

Set Three: AFFIDAVIT FROM JO ANNE FELDMAN REGARDING IVY MISCONDUCT AND OBSTRUCTION INCLUDING THE AUTHORIZATION LETTER TO ACT OF BEHALF OF DANIEL FELDMAN

Set Four: UNANSWERED ATTEMPTS TO REACH JASON WHITEHOUSE REGARDING THE IVY BREACH OF THE LEASE AGREEMENT

Set Five: UNANSWERED DEMAND FOR REIMBURSEMENT FROM IVY DEADLING DECEMBER 6, 2024'

Set Six: COMPLAINT AGAINST HIGHMARK AND IVY REQUESTING DECLARATORY JUDGMENT FOR HARASSMENT AND DISCRIMINATION FILED AND WITHDRAWN SAME DAY IN MARCH 2023 WITH AGREEMENT WITH MARY BETH WOODARD FOR MORATORIUM ON FURTHER INSTANCES OF HARASSMENT USING FALSIFIABLE WARNINGS AND EVICTION THREATS

Set Seven: SAMPLE EVICTION NOTICE FOR SENDING A FACEBOOK FRIEND REQUEST TO A STAFF MEMBER

TABLE OF CONTENTS – SUMMARY OF INCIDENTS

Incident #	Title	Date	Staff Involved	Legal Categories	YouTube Video
1	Wine Concession Misappropriation – $150 Refund Ignored and Program Denied	2021–Dec 2024	['Carballo', 'Robinson', 'Heath', 'Whitehouse']	['Fraud', 'Discrimination', 'Financial Misconduct', 'Moratorium Violation']	
2	Pest Control Fraud – Contract Charged but Unavailable	Jan–May 2022	['Barry', 'Carballo', 'Lyles']	['Fraud', 'Financial Misconduct']	IVY Harassment & Privacy Violations
3	Bug Infestation – ER Visits and Health Harm	Mar–Sep 2022	['Barry', 'Carballo', 'Lyles']	['Health & Safety Violation', 'Personal Injury']	IVY Harassment & Privacy Violations
4	Harassment and Racism Claim by Larry	Sep 2022	['Larry', 'Walker', 'Hopson']	['Harassment', 'Disability Discrimination', 'Emotional Distress']	IVY Harassment & Privacy Violations
5	Unauthorized Photos – Privacy Violation	Sep 2022	['Larry', 'Lyles', 'Walker']	['Privacy Violation', 'Civil Rights Violation']	IVY Harassment & Privacy Violations
6	Retaliatory Eviction Threat and Repeat Privacy Violation	Sep 2022	['Burke', 'Lyles']	['Retaliation', 'Privacy Misuse']	IVY Harassment & Privacy Violations
7	Coffee Station Health Hazard – Refusal to Provide Soap or Sanitation	Jan–Mar 2023	['Burke', 'Walker']	['Health & Safety Violation']	
8	Moldy Coffee Machine – Neglect of Equipment and Tenant Well-Being	March 2023	['Burke']	['Health & Safety Violation', 'Negligence']	
9	Eviction Threat for Attempting to Sanitize Kitchen	March 2023	['Burke', 'Walker']	['Retaliation']	
10	Eviction Threat Over Facebook Friend Request	March 2, 2023	['Burke', 'Walker', 'Carballo']	['Retaliation']	IVY Disregard for Safety & Harassment

TABLE OF CONTENTS – SUMMARY OF INCIDENTS

Incident #	Title	Date	Staff Involved	Legal Categories	YouTube Video
11	Ignored Safety Risk During Tornado Watch – Damage to Nursing School Vehicles	March 2–3, 2023	['Burke', 'Walker', 'Carballo']	['Health & Safety Violation', 'Negligence']	IVY Disregard for Safety & Harassment
12	Retaliatory Eviction Threat for “Karen” Comment in Private Email	March 2023	['Burke']	['Retaliation', 'Moratorium Violation']	
13	Verbal Moratorium Agreement Following Lawsuit Preparation and Courtesy Copy	March 3, 2023	['Woodard', 'Hopkins (possible)']	['Contractual Agreement']	
14	Eviction Threat Over Authorized Pet	August 17, 2023	['Armstrong', 'Carballo']	['Retaliation', 'Moratorium Violation']	
15	Permanent Vision Loss Due to Post-Surgery Negligence	Aug–Oct 2024	['Carballo', 'Robinson', 'Whitehouse', 'Heath']	['Disability Discrimination', 'Health & Safety Violation', 'Personal Injury', 'Moratorium Violation']	
16	Retaliation After Attempting to Address Noise Respectfully	September 2024	['Heath']	['Retaliation', 'Moratorium Violation']	
17	Storage Unit Lockout and Constructive Eviction	October 2024	['Carballo', 'Robinson', 'Hopson']	['Privacy Violation', 'Lease Breach', 'Moratorium Violation']	
18	Referral Bonus Fraud – Civil Rights Implications and Financial Misconduct	May–Nov 2024	['Carballo', 'Heath', 'Robinson', 'Whitehouse', 'Woodard', 'Benz', 'Rawn']	['Fraud', 'Financial Misconduct', 'Discrimination', 'Civil Rights Violation', 'Moratorium Violation']	
19	Pet Fee Overcharge After Pet Removed	Mar 2024 – Feb 2025	['Carballo']	['Financial Misconduct', 'Moratorium Violation']	
20	Move-Out Notice Ignored – Lease Renewed by Operation of Law	Feb 4–8, 2025	['Lemons', 'Carballo', 'Robinson', 'Whitehouse']	['Lease Violation', 'Retaliation', 'Moratorium Violation']	

TABLE OF CONTENTS – SUMMARY OF INCIDENTS

Incident #	Title	Date	Staff Involved	Legal Categories	YouTube Video
21	Denial of Medication Pickup by Authorized Representative	Feb 26 & 28, 2025	['Lemons']	['Retaliation', 'Medical Neglect', 'Moratorium Violation']	
22	Reimbursement Demands Ignored – Four Deadlines, No Response	Nov 27, 2024 – Mar 28, 2025	['Lemons', 'Robinson', 'Heath', 'Whitehouse', 'Woodard', 'Rawn', 'Benz']	['Retaliation', 'Financial Misconduct', 'Moratorium Violation']	
23	False Allegations by Attorney John Benz	March 21, 2025	['Benz']	['Legal Misconduct', 'Retaliation', 'Moratorium Violation']	
24	Legal Entrapment and Obstruction by Attorney Michelle Rawn	March 21–28, 2025	['Rawn']	['Legal Misconduct', 'Retaliation', 'Moratorium Violation']	
25	Cross-Jurisdictional Retaliation – Ongoing Slander, Emotional Harm, and Legal Interference	Mar 2023 – Mar 2025	['Walker', 'Lyles', 'Burke', 'Robinson', 'Heath', 'Carballo', 'Woodard', 'Whitehouse', 'Lemons']	['Civil Rights Violation', 'Retaliation', 'Conspiracy', 'Moratorium Violation', 'Emotional Distress']	

TABLE OF CONTENTS – CAST OF CHARACTERS

Leasing & Front Desk

- **Alfredo Carballo** – 2020–2025 | Leasing / Front Desk
- **Michaela Walker** – 2022–2023 | Leasing / Front Desk *(terminated)*
- **Cassidy Armstrong** – August 2023 | Leasing Specialist

Assistant / Associate Community Directors

- **Barry [Last Name Unknown]** – 2021–2022 | Assistant Community Director *(terminated)*
- **Christian Blake Heath** – 2024–2025 | Assistant Community Director

---

Community Directors

- **Ella Lyles** – 2022–March 3, 2023 | Community Director *(terminated)*
- **Katrina Robinson** – 2023–2025 | Community Director *(terminated)*
- **Ashley Lemons** – 2025 | Community Director (current)

Maintenance

- **Larry [Last Name Unknown]** – 2022–2023 | Lead Maintenance *(terminated)*
- **Jarmel “Mel” Hopson** – 2022–2025 | Lead Maintenance

Regional Management

- **Jennifer Burke** – 2022–March 3, 2023 | Regional Manager *(terminated immediately following legal notice)*
- **Jason Whitehouse** – 2024–2025 | Regional Manager

Corporate Oversight

- **Mary Beth Woodard** – 2020–2025 | Regional Corporate Manager

Legal

- **John Benz** – 2023–2025 | Attorney, Rawn Law Firm
- **Michelle Rawn** – 2023–2025 | Supervising Partner, Rawn Law Firm
- **Steven Hopkins** – General Counsel, Highmark Residential *(likely silent participant in March 3, 2023 moratorium call)*

BRIEF NARRATIVES OF EACH INCIDENT

1. Wine Concession Misappropriation – $150 Refund Ignored and Program Denied

Date: 2021–December 2024
Staff Involved: Carballo, Robinson, Heath, Whitehouse
Categories: Fraud, Discrimination, Financial Misconduct, Moratorium Violation

In 2021, under prior management, Feldman manually loaded $150 onto a wine vending card through Ivy's leasing office, after being told the staff would do it manually due to kiosk issues. Highmark Residential later removed the amenity entirely. Feldman requested a refund for the unused balance—providing documentation—but management refused to investigate, accept the card, or acknowledge the program had existed. They ultimately claimed the wine concession "never existed," despite being the ones who discontinued it. This constitutes financial fraud, misappropriation of funds, and appears to be part of a discriminatory pattern of refusing to process Feldman's legitimate claims.

---

2. Pest Control Fraud – Contract Charged but Unavailable

Date: March – August 2022
Staff Involved: Barry, Carballo, Lyles
Categories: Fraud, Financial Misconduct

Feldman reported a biting midge infestation beginning in early 2022. Despite visible bites and worsening conditions, Barry admitted that Ivy had no exterminator contract—even though tenants were being charged $5/month. This financial fraud continued for months. Feldman requested reimbursement, which was denied, and Ivy later falsely claimed a contract had been in place the entire time. The fraudulent billing was never addressed, and staff retaliated when Feldman exposed it.

3. Bug Infestation – ER Visits and Health Harm

Date: March – September 2022
Staff Involved: Barry, Carballo, Lyles
Categories: Health & Safety Violation, Personal Injury

The untreated infestation caused Feldman to suffer from escalating bites and skin irritation, resulting in multiple ER visits and doctor appointments. Ivy staff ignored the infestation, denied responsibility, and failed to reimburse medical or other related costs. This demonstrated both a disregard for tenant health and an unwillingness to act on clear, documented harm.

---

4. Harassment, Discrimination, and Work Interference by Larry

Date: September 2022
Staff Involved: Larry, Walker, Hopson
Categories: Harassment, Disability Discrimination, Emotional Distress

Feldman missed multiple workdays waiting for exterminator visits that were never fulfilled. Larry failed to show up twice, causing financial harm and disrupting Feldman's attempt to return to work post-disability. When Feldman expressed frustration, Larry became aggressive and falsely accused him of racism. This accusation was witnessed by Hopson, who did nothing. The incident reflected both retaliatory behavior and discriminatory intent.

---

5. Unauthorized Photos – Privacy Violation

Date: September 2022
Staff Involved: Larry, Lyles, Walker
Categories: Privacy Violation, Civil Rights Violation

Larry entered Feldman's apartment under false pretenses and took unauthorized photos of his belongings. He was overheard stating he was looking for something to justify an eviction. Ivy management refused to intervene and returned the next day to take additional photos—despite Feldman's refusal to consent to further entry.

6. Retaliatory Eviction Threat and Repeat Privacy Violation

Date: September 2022
Staff Involved: Burke, Lyles
Categories: Retaliation, Privacy Misuse

After Feldman's in-unit security camera recorded Larry taking unauthorized photos, Ivy accused Feldman of violating Larry's privacy—despite the misconduct being clearly on Larry's part. Ivy then used that false accusation to justify a second unauthorized entry to take more photos, compounding the violation and issuing a retaliatory eviction threat.

---

7. Coffee Station Health Hazard – Refusal to Provide Soap or Sanitation

Date: Jan–Mar 2023
Staff Involved: Burke, Walker
Category: Health & Safety Violation

Despite ongoing public health risks and Feldman's personal vulnerability following a prior COVID hospitalization, Ivy staff refused to provide basic sanitation supplies—no soap, sanitizer, or disinfectants—in a shared tenant kitchen. Feldman made repeated health-based requests, citing legitimate safety concerns, but was ignored. This reflects a total disregard for tenant health and hygiene protocols during an active pandemic, violating both lease expectations and common decency.

---

8. Moldy Coffee Machine – Neglect of Equipment and Tenant Well-Being

Date: March 2023
Staff Involved: Burke
Categories: Health & Safety Violation, Negligence

Feldman took it upon himself to clean the coffee machine after discovering mold buildup and verifying that it had not been cleaned for over two months, as shown by its internal logs. Rather than thank him, Burke reprimanded him for unlocking and cleaning the machine—a task that staff had failed to perform for weeks.

9. Eviction Threat for Attempting to Sanitize Kitchen

Date: March 2023
Staff Involved: Burke, Walker
Category: Retaliation

After Feldman used soap from the restroom to sanitize the common kitchen—because none was provided—management accused him of misconduct. This act of retaliation escalated into an eviction threat, despite there being no lease clause violated.

---

10. Eviction Threat Over Facebook Friend Request

Date: March 2, 2023
Staff Involved: Burke, Walker, Carballo
Category: Retaliation

Feldman sent a Facebook friend request to notify a staff member about falling debris. The next day, he received a 14-day eviction warning based on a staff-only social media policy that wasn't in his lease. Ivy used a safety communication as a pretext for retaliation.
Video Evidence: See "Blustery Day at The Ivy"

---

11. Ignored Safety Risk During Tornado Watch – Damage to Nursing School Vehicles

Date: March 2–3, 2023
Staff Involved: Burke, Walker, Carballo
Categories: Health & Safety Violation, Negligence

Boxes were falling from a fourth-floor balcony during an active tornado watch. Vehicles were damaged in the adjacent nursing school lot. Ivy was informed and refused to act, claiming they couldn't enter the tenant's unit—even though the lease explicitly allows entry in safety emergencies.
Video Evidence: See "Blustery Day at The Ivy"

12. Retaliatory Eviction Threat for “Karen” Comment in Private Email

Date: March 2023
Staff Involved: Burke
Category: Retaliation, Moratorium Violation

Feldman sent a private complaint email to management describing a pattern of arbitrary, fabricated lease enforcement as “Karen-like behavior”—a term he legally contextualized and applied to a director who had issued multiple false eviction threats. Within 24 hours, Ivy issued another eviction threat, claiming that his use of the term was discriminatory. What makes this particularly egregious is that there is no clause in Feldman’s lease that prohibits such language—and his use of the term accurately described unlawful behavior, including the very eviction threat that followed.

---

13. Verbal Moratorium Agreement Following Lawsuit Preparation and Courtesy Copy

Date: March 3, 2023
Staff Involved: Woodard (*Steven Hopkins possibly silent participant*)
Category: Contractual Agreement

On March 3, 2023, Feldman prepared and finalized a Declaratory Judgment Complaint citing discrimination, harassment, and false eviction threats. Before filing or serving the complaint, he sent a courtesy copy to Ivy and Highmark Residential, including Regional VP Mary Beth Woodard. The complaint was never filed or served. Within ten minutes of that communication, Jennifer Burke was fired. In a recorded phone call later that day, Woodard acknowledged wrongdoing and proposed a verbal moratorium agreement, promising that Ivy would issue no further warnings, threats, or lease violations unless supported by unfalsifiable proof of an actual lease breach. Steven Hopkins, General Counsel for Highmark, was likely on the call but did not speak. This moratorium became the foundation for Feldman’s later claims of retaliation and breach, as Ivy repeatedly ignored its terms.

14. Eviction Threat Over Authorized Pet

Date: August 17, 2023
Staff Involved: Armstrong, Carballo
Categories: Retaliation, Moratorium Violation

Feldman received a formal notice from Leasing Specialist Cassidy Armstrong, claiming he was in violation of the lease due to having an "unauthorized pet." This was entirely false—his cats had been formally registered with Ivy since move-in, and all fees were paid. Three weeks before the notice, Feldman had notified Carballo that one of his cats had passed away and requested the lease reflect only one pet. Instead, he received a 14-day notice to remedy, threatening financial penalties and lease consequences.

This was the fifth such false warning within 12 months. Ivy staff used fabricated violations as a tactic of harassment, even after corporate leadership had promised to cease these threats. The emotional impact of this continued harassment—especially over a deceased pet—was profound and traumatic.

---

15. Permanent Vision Loss Due to Post-Surgery Negligence

Date: August – October 2024
Staff Involved: Carballo, Robinson, Whitehouse, Heath
Categories: Disability Discrimination, Health & Safety Violation, Personal Injury, Moratorium Violation

Following emergency retinal surgery, Feldman was under strict medical orders to lie face-down for 10 weeks so his retina could reattach and heal. He informed Ivy staff in advance and repeatedly during his recovery. Despite this, an unapproved dog barked continuously above his apartment, often for eight or more hours a day—including early mornings. Staff took no action to stop it. Heath initially admitted that there was a dog, that it was not on the lease, and told Feldman to "just deal with it" since the tenants would be moving in two months. Later, Heath gaslit Feldman, denying the dog ever existed, contradicting both facts and his own prior statements. No effort was made to resolve the noise, even after Feldman explained the risk to his eyesight. As a result, his retina was unable to reattach, and he suffered permanent vision loss—a foreseeable medical consequence directly caused by Ivy's negligence and mismanagement.

16. Retaliation After Attempting to Address Noise Respectfully

Date: September 2024
Staff Involved: Heath
Category: Retaliation, Moratorium Violation

When Feldman—out of desperation—spoke kindly to the upstairs neighbor about using a no-bark collar, Ivy accused him of harassment. This act violated the moratorium agreement and reversed blame in a context where Ivy had failed to enforce lease rules. Feldman's intent was peace and recovery; Ivy's response was retaliatory and discriminatory.

---

17. Storage Unit Lockout and Constructive Eviction

Date: October 2024
Staff Involved: Carballo, Robinson, Hopson
Categories: Privacy Violation, Lease Breach, Moratorium Violation

Feldman discovered he had been locked out of his own storage units, without notice or explanation. Ivy management refused to clarify who accessed or changed the locks. The lockout lasted over a week, during which Feldman could not access critical personal property. This was a constructive eviction, a violation of his lease rights, and yet another act of obstruction and bad faith.

18. Referral Bonus Fraud – Civil Rights Implications and Financial Misconduct

Date: May – November 2024
Staff Involved: Carballo, Heath, Robinson, Whitehouse, Woodard, Benz, Rawn
Categories: Fraud, Financial Misconduct, Discrimination, Civil Rights Violation, Moratorium Violation

Feldman referred two tenants under Ivy's clearly advertised referral program—both of whom met all eligibility requirements. Staff were notified in advance, and marketing emails confirm the program was in effect. After the tenants moved in, Ivy denied the program existed, refused to issue the promised bonus, and ignored all supporting documentation. This was not just fraudulent and retaliatory—it reflects targeted, unequal treatment, and is actionable as a civil rights violation. Feldman believes this denial was part of a broader discriminatory pattern, and that Ivy's refusal to honor contractual obligations based on who the referral came from exposes the company to reputational and financial liability, as well as legal consequences under fair housing and civil rights law.

---

19. Pet Fee Overcharge After Pet Removed

Date: March 2024 – February 2025
Staff Involved: Carballo
Categories: Financial Misconduct, Moratorium Violation

Feldman informed staff three separate times that he no longer had pets. Despite this, Ivy charged him a $30 monthly pet fee for 12 months, totaling $360. Staff never corrected the error or refunded the charges. Ivy knowingly took money it was not entitled to.

20. Move-Out Notice Ignored – Lease Renewed by Operation of Law

Date: February 4–8, 2025
Staff Involved: Lemons, Carballo, Robinson, Whitehouse
Categories: Lease Violation, Retaliation, Moratorium Violation

Feldman submitted Ivy's own official move-out form on February 4, 2025, well in advance of the stated deadline. Ivy staff—including Community Director Ashley Lemons—refused to sign, acknowledge, or respond to the form, despite multiple follow-ups. This was not administrative delay—it was a deliberate act designed to deny Feldman a lawful exit from the lease. As a result, under Ivy's own lease terms, the move-out request is invalidated, and the lease automatically renewed for an additional 13 or 14 months. Feldman no longer has access to the portal where his lease was stored, as Ivy removed the document without notice, further compounding the issue. Feldman has now revoked his move-out notice in writing, retaining lawful possession of the unit. This is a clear breach of tenant rights and a manipulative attempt to create future eviction leverage, in direct violation of the March 3, 2023 moratorium agreement.

21. Denial of Medication Pickup by Authorized Representative

Date: February 26 & 28, 2025
Staff Involved: Lemons
Categories: Retaliation, Medical Neglect, Moratorium Violation

Feldman's 81-year-old mother, acting under notarized authorization, attempted to retrieve his life-sustaining autoimmune medication (valued over $1,000). Ivy staff refused her entry to the package room, falsely claimed Feldman no longer lived at the property (despite paid rent), and treated her with open hostility. This was not only retaliatory and dismissive—it posed a direct risk to Feldman's health.

22. Reimbursement Demands Ignored – Four Deadlines, No Response

Date Range: November 27, 2024 – March 28, 2025
Staff Involved: Lemons, Robinson, Heath, Whitehouse, Woodard, Rawn, Benz
Categories: Retaliation, Financial Misconduct, Moratorium Violation

Feldman submitted four formal reimbursement demands, each with documented evidence and clear deadlines. Not a single staff member acknowledged or responded to any of the claims. This stonewalling occurred while Ivy issued a less-than-24-hour rent demand notice in March 2025, threatening legal action unless payment was received immediately. The contrast is striking: four months of silence when Feldman sought relief, versus urgent threats when Ivy sought payment. Ivy has shown a pattern of withholding communication to protect itself, while weaponizing urgency and legal pressure against Feldman in retaliation.

---

23. False Allegations by Attorney John Benz

Date: March 21, 2025
Staff Involved: Benz
Categories: Legal Misconduct, Retaliation, Moratorium Violation

Ivy's attorney John Benz sent a letter refuting Feldman's claims with a series of provably false statements. Despite identifying as a debt collector, Benz did not provide a rent amount owed, payment instructions, or a way to resolve the dispute. This obstructed payment and escalated legal tension—an act of harassment under color of law.

24. Legal Entrapment and Obstruction by Attorney Michelle Rawn

Date: March 21–28, 2025
Staff Involved: Rawn
Categories: Legal Misconduct, Retaliation, Moratorium Violation

After attorney John Benz went on leave, his supervising partner, Michelle Rawn, became the main legal contact for Ivy. Rawn responded late—after key deadlines—and presented a conditional "offer" to waive March rent, but only if Feldman agreed to drop all other claims. She provided no alternative payment instructions, no amount due, and no address or account where rent could be submitted if Feldman declined the offer. This was a deliberate obstruction: Ivy was creating a trap where refusing to waive claims would allow them to allege nonpayment and justify eviction. This violates both basic legal ethics and the March 3 moratorium agreement.

---

25. Cross-Jurisdictional Retaliation – Ongoing Slander, Emotional Harm, and Legal Interference

Date: March 2023 – March 2025
Staff Involved: Walker, Lyles, Burke, Robinson, Heath, Carballo, Woodard, Whitehouse, Lemons
Categories: Civil Rights Violation, Retaliation, Conspiracy, Moratorium Violation, Emotional Distress

Feldman is currently pursuing a $5 million civil suit in California against his former landlord, whose false elder abuse claims were dismissed in court in 2020. That case involved proven slander, and it contributed directly to the loss of Feldman's partner and his cat, and the onset of extreme emotional distress. The case is now heading toward a trial date of August 8, 2025—a source of major emotional strain. Feldman informed Ivy of this lawsuit as early as March 2023. Despite that, staff and attorneys later claimed to have no knowledge of it, even though multiple individuals had discussed it with him. Feldman has reason to believe that the same former landlord is continuing to slander him, and that Ivy staff may have received or acted on this discredited information. This is more than retaliatory housing conduct. It is an ongoing conspiracy to destabilize Feldman's life across jurisdictions—interfering with both his current housing and his ability to participate in his California trial. For that reason, Feldman intends to file a separate conspiracy lawsuit in Jefferson County, naming both Ivy and the former landlord as co-defendants. This pattern of retaliation, denial, and gaslighting—potentially fueled by continued defamation—has already caused irreparable emotional harm and now threatens Feldman's access to justice in two separate states.

SET ONE

UNANSWERED EMAILS SENT TO IVY AND COUNSEL REGARDING PAYMENT OF MARCH RENT, INTENT TO MOVE OUT, OBSTRUCTION, AND MISCONDUCT

Gmail **Daniel Feldman <danieljfeldmanphd@gmail.com>**

The Ivy

Michelle Rawn <Michelle@rawnlawfirm.com> Fri, Mar 28, 2025 at 4:06 PM
To: "Daniel J. Feldman, Ph.D." <danieljfeldmanphd@gmail.com>

Dr. Feldman,

Our clients, Highmark Residential LLC for SREIT Ivy Louisville, L.L.C., has authorized me to make the following offer:

Your lease for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, will terminate effective 11:59 pm (EST) on April 8, 2025;

You will remove all of your belongings and return the keys for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, on or before 11:59 pm (EST) on April 8, 2025;

You will leave all keys, key fobs (if applicable), mail box keys, etc. in the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, and lock the door as you leave;

Our clients will inspect the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, between 9:00 and 10:00 am (EST) on April 9, 2025, to confirm compliance with this agreement;

Our client will agree to remove any charges from your account as long as you have fully vacated and surrendered the keys on or before 11:59 pm (EST) on April 8, 2025, leaving you with a $0.00 balance owed;

Neither party is acknowledging any default or claim of any kind;

All parties will sign a full and complete release and satisfaction of any and all claims, known or unknown, that any party may have against the other;

This agreement will be confidential and all parties agree not to disclose any information about the other parties; and

Dr. Feldman will withdraw, rescind or dismiss any complaints or claims filed against any party affiliated with The Ivy, including but not limited to any owner, agent, employee or contractor, of Highmark Residential LLC; any owner, agent, employee or contractor of SREIT Ivy Louisville, L.L.C., any owner, agent, employee or contractor of Rawn Law Firm, PLLC.

This offer shall remain open until 4:00 pm, EST, on Monday, March 31. 2025. Thank you.

Michelle R. Rawn, Esq.

Rawn Law Firm, PLLC

10000 Shelbyville Road, Suite 200

Louisville, KY 40223

Phone: 502-416-0150

Cell: 502-639-9396

Fax: 502-276-0607

Email: Michelle@rawnlawfirm.com

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

Urgent: Request for Payment Instructions and Itemized Response to Reimbursement Claim

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Fri, Mar 28, 2025 at 1:06 PM
To: John Benz <John@rawnlawfirm.com>, Michelle Rawn <Michelle@rawnlawfirm.com>, evictions@rawnlawfirm.com, collections@rawnlawfirm.com, P_The Ivy-CD <theivycd@highmarkres.com>, "Whitehouse, Jason" <jwhitehouse@highmarkres.com>, "MWoodard@HighmarkRes.com" <mwoodard@highmarkres.com>
Cc: Jo Anne Feldman <jojofeld@bellsouth.net>

Subject: FINAL NOTICE – 3 Hours Remaining to Comply and Minimize Legal Exposure

Dear Ivy Management, John Benz, and Michelle Rawn,

This is your **final written notice**.

As of **this message**, you have exactly **three (3) hours remaining** to comply with the legal demands set forth in my March 27 letter. The final deadline is:

Today – Friday, March 28, 2025 at 4:00 PM EDT

I have made repeated, good-faith efforts to resolve this matter without escalation. You have ignored **eight months of communication**, and now an additional week following my final legal notice.

Despite that, no one from Ivy has contacted me. No one has responded by email. No phone call. No clarification. **Nothing.**

I was explicitly instructed by John Benz to direct future communications to **Michelle Rawn**, as the supervising attorney of Rawn Law Firm. I have done so. I have sent multiple emails to Ms. Rawn over the course of this week.

She has not responded.

As of this morning, **both Mr. Benz and Ms. Rawn have been named in a Kentucky Bar complaint** for misconduct, obstruction, and failure to provide legally required debt collection information. Regardless of whether you respond today, this matter is now part of the record with the Kentucky Bar Association.

If you fail to comply in full by 4:00 PM today:

- I will file my **retaliatory eviction defense** in Jefferson County,
- I will move to add Ivy and Highmark as **co-defendants** in my pending **$5 million California lawsuit**,
- I will pursue **trebled damages, defamation, conspiracy, conversion, and civil rights violations** under Kentucky and federal law.

Your exposure increases by the hour.

This is your final opportunity to respond. All three mandatory remedies must be fulfilled. No partial resolutions. No silence.

You now have until **4:00 PM EDT**. And Ms. Rawn, your misconduct is duly noted.

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."

The Little Prince *by Antoine de Saint-Exupéry*

On Thu, Mar 27, 2025 at 2:37 PM Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

Subject: Final Legal Notice – Possession, Trespass, Mandatory Remedies, and Legal Exposure

Dear Ivy Management and Counsel,

This letter serves as **final legal notice** regarding your continued obstruction, false claims, and retaliatory conduct toward me, Daniel J. Feldman, Ph.D., resident of Apartment 3303 at The Ivy Apartments. It also puts you on notice of your legal exposure in both Kentucky and California jurisdictions.

As of **today, Thursday, March 28, 2025**, you have **exactly 24 hours** to respond in full. Your deadline is:

Friday, March 29, 2025, at 4:00 PM Eastern Daylight Time.

I have already filed today with:

- **HUD** under the Fair Housing Act;
- **The Kentucky Attorney General** for civil rights violations and housing retaliation;
- **The Kentucky Bar Association** regarding your attorney, John Benz, for debt collection misconduct and professional negligence.

If I do not receive full written resolution by the above deadline, I will:

- File a **retaliatory eviction defense** with Jefferson County Court,
- File to add Ivy and Highmark as third-party co-defendants in my **ongoing $5 million civil suit in California**, which includes slander, wrongful death, and housing retaliation.

Background and Legal Context

I am a **gay, permanently disabled, licensed clinical neuropsychologist and massage therapist**. I have lived in Apartment 3303 for over four years—possibly the **longest-standing resident** in the building. Until recently, I had **no history of nonpayment**, no lease violations, and no substantiated tenant disputes.

Over the past two years, I have been subjected to escalating:

- **Discriminatory harassment**,
- **Fabricated lease violations**,
- **Unlawful threats of eviction**, and
- **Complete obstruction** of my efforts to resolve payment and coordinate a lawful move-out.

Ivy has removed access to my **current signed lease** from the Rent Café portal while **retaining access to prior unlawful eviction threats and fabricated warnings**. Your behavior is not only retaliatory—it's obstructive, deceptive, and legally actionable.

Debt Collection Misconduct and Bar Complaint

Your attorney, **John Benz**, issued a letter identifying himself as a **debt collector**, but failed to provide:

- The **amount allegedly owed**,
- **Instructions for where or how to pay**,

- Or whether late fees were assessed and why.

Despite my mother's in-person attempt to resolve the issue—during which she was ejected from your office—**you have refused to provide any method of resolution**.

This conduct constitutes **debt collection misconduct**, legal obstruction, and is the basis of my bar complaint to the **Kentucky Bar Association**, filed today.

Legal Possession & Trespass Notice

I am retaining full legal possession of:

- **Apartment 3303**, and
- **My assigned storage units**

This is due to Ivy's:

- Failure to process my valid **February 4 move-out notice**,
- Failure to respond to my repeated communications,
- Failure to process offset requests for the **$4,360 you owe me**, and
- Refusal to provide a signed acknowledgment, payment instructions, or coordination of logistics.

  You are formally trespassed from entering the unit or storage units **for any reason** without a court order.

Any unauthorized entry constitutes:

- **Trespass**,
- **Conversion of personal property**,
- And **retaliation**, entitling me to **trebled damages** under Kentucky and federal law.

Mandatory Remedies – All Three Required

The following **three remedies must be fulfilled in full** by the deadline above. These are not optional. Failure to fulfill even one will trigger legal consequences.

Remedy 1: Paid International Relocation

You must:

- **Professionally pack and ship all of my belongings** (from apartment and storage units),
- Use an **insured, internationally certified moving company**,
- Coordinate directly with me for an **itemized inventory**,
- And cover all costs of:
  - Local pickup and handling,
  - Freight, taxes, customs duties,
  - Insurance and tracking,
  - Final delivery to my address in Costa Rica.

Remedy 2: Full Disclosure of All Communications Related to California Lawsuit

You must provide a full, written disclosure stating whether **any Ivy or Highmark staff**:

- Communicated with:
  - **My former landlord**,
  - Her **attorneys**,
  - Her **family**,
  - Her **employees**,
  - Or **any other individual** regarding me, my lawsuit, or my history;
- Received, repeated, or recorded **any defamatory information**;
- Shared **any information I provided**, or referenced my California case in any internal discussions or external communications.

  You previously denied knowledge of the California lawsuit—a provable falsehood, based on email communications from **March 6, 2023**.

You now have one final opportunity to **disclose the truth voluntarily**. If you fail and I have to resort to legal channels to subpoena all records and depose your employees, past and present, I will immediately pursue your inclusion in my **$5 million civil suit for conspiracy and defamation serving a complaint as early as next week.**

Who I Am – And Why the Slander Is So Outrageous

I am a **licensed clinical neuropsychologist**, a **massage therapist**, a **vegan**, and a **disabled gay man**. I've dedicated my life to **healing**, not harming. I have no history of violence, threats, arrests, or aggression—**none whatsoever**. I am perhaps the oldest tenant at the Ivy other than Alfredo.

Let me say that again:

> **There is no evidence—zero—that I have ever been violent toward anyone.**
> I'm a healer. I'm a doctor. I work with people in crisis. I protect them.

The claim that I'm a violent elder abuser—originally made by my former landlord—is not only false, it's **insulting** to everything I've built my life around. And it was already **proven false in 2020**, when she spent **ten months in court**, claiming to have "irrefutable evidence" of violence, only to produce:

- No 911 calls,
- No police reports,
- No witness statements,
- No medical records,
- No threats in writing,
- Not a single shred of evidence.

She dropped the case. She lost. And she paid me. The court record is clear.

And now, if Ivy has repeated or relied on her slander, then you are **knowingly aligning yourselves** with falsehoods already discredited in court—**slander that led directly to the death of my partner**, and to the trauma I am still living through today.

You know what I am. You have my lease history, my payment record, my profession. You have no history of violence, no lease violations. No unpaid rent until now—when I'm being forced to choose between protecting my rights and giving in to a system that's failed me.

So I ask—if you are landlords acting in good faith:

> Why would you ignore the tenant who paid for four years, without incident?
> Why would you listen to someone already proven to be lying in court?

Why would you threaten someone who's never threatened you?
Why would you choose harm over decency?

Maybe—just once—you could try being the landlord who **breaks the cycle**. Who helps the person who's had everything taken from him. Who chooses justice instead of aligning with injustice.

I am not your threat. I am a person who has been harmed enough—and who is asking you, one last time, to stop doing damage you cannot undo.

Remedy 3: Reimbursement Minus March Rent (No Late Fees)

You must remit by March 28, 4pm EDT or make a promise to remit no later than March 31, 4pm EDT:

- **$4,360 in verified reimbursement**,
- Minus **base March 2025 rent**,
- With **no late fees, no conditions, and no delays**.

You have failed to acknowledge this debt for over six months. You may not claim payment defaults while ignoring valid claims.

Legal Basis for Possession Without Rent

I retain possession under the lease's auto-renewal term because:

- You refused to process my move-out;
- You obstructed coordination;
- You ignored offset claims;
- And you removed access to my lease while refusing to respond to my communications.

My position is legally supported by:

Statutes

- **KRS § 383.695(2)** – Holdover claims are void if tenant gave valid notice and landlord refused to process it.
- **KRS § 383.705** – Retaliatory eviction and threats are prohibited.
- **KRS § 383.615** – Landlords must communicate in good faith and facilitate notices.
- **Contract Law – Setoff Doctrine** – Landlord debts may be offset against rent owed.
- **42 U.S.C. § 3617** – Fair Housing Act retaliation provisions.
- **Eggshell Plaintiff Doctrine** – Damages are increased when known vulnerabilities are worsened by defendant conduct.

Precedents

- *Foster v. West Plaza, LLC*, 371 S.W.3d 908 (Ky. App. 2012)
- *Brown v. Southall Realty Co.*, 237 A.2d 834 (D.C. Ct. App. 1968)
- *Reste Realty Corp. v. Cooper*, 251 A.2d 268 (N.J. 1969)
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
-

- ***Turley v. ISG Lackawanna, Inc.***, 774 F.3d 140 (2d Cir. 2014):
  Sustained harassment and worsening of known psychological disability supported compensatory and **punitive** damages.

- ***Tenenbaum v. Williams***, 880 F. Supp. 2d 162 (D. Conn. 2012):
  Landlord's inaction caused known medical condition to worsen.
  Court upheld damages, including emotional distress, as deliberate indifference.

- ***Robinson v. Chicago Housing Authority***, 1995 WL 500498:
  Retaliation in housing settings involving **disabled tenants** led to **compensatory and punitive** liability.

- ***United States v. Balistrieri,*** 981 F.2d 916 (7th Cir. 1992):
  Foundational case affirming that **reckless disregard** for protected tenant rights opens the door to **treble damages**.

Correction: Staff Name Is Ashley

In previous letters and my mother's affidavit, I mistakenly identified the manager as "Shelly." The correct name is **Ashley**, who has:

- Repeatedly promised return calls and failed,
- Refused to identify herself clearly,
- Treated me and my 81-year-old mother with **hostility, dismissal, and silence**.

She is emblematic of the pattern of **bad-faith management** that Ivy has maintained throughout this process. She has been so short with me that I barely had time to get her first name, and she refused to give me her last name. What a horror freak show! It should be noted that in my communications with my neighbors, they have indicated that they have stopped referring new tenants to the Ivy and will no longer be renewing their leases due to the rudeness of Ashley and Blake, in particular. These "community directors" perceive their roles to be disciplinarians and gatekeepers instead of helpful assistants to tenants who may need their services: lording over the tenants instead of providing a service. It is gross. Katrina, the previous manager, was courteous and professional, always, and she is missed according to nearly any neighbor in contact with me.

Communication Requirements

All future notices must be delivered by:

- **Email** to danieljfeldmanphd@gmail.com, or
- **Phone call** to +1 (307) 699-3223 or +1 (435) 612-0242.

I do **not consent to door postings**, paper letters at the unit, or messages withheld from me. You have known since **December 2024** that I am **outside the country**. Please note that my current mail is being received at 8809 Denington Dr, Louisville, KY, 40222, if you insist on mailing **in addition to** email and phone contact.

Any failure to use proper channels will be treated as **intentional obstruction** and added to the record of retaliation.

Deadline: 24 Hours from Today

Final deadline: Friday, March 29, 2025 at 4:00 PM EDT

You must confirm, in writing:

- That you will fulfill **all three mandatory remedies**,
- That you acknowledge the **trespass notice**,
- And that you understand **any further retaliation will be met with legal action**.

This is not a bluff.
This is not a delay tactic.
This is my final attempt to resolve a matter that should never have reached this point.

You have 24 hours.

Sincerely,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."
The Little Prince *by Antoine de Saint-Exupéry*

Urgent: Request for Payment Instructions and Itemized Response to Reimbursement Claim

Daniel J. Feldman, Ph.D. Sat, Mar 22, 2025 at 9:22 AM
<danieljfeldmanphd@gmail.com>
To: John Benz <John@rawnlawfirm.com>, Michelle Rawn <Michelle@rawnlawfirm.com>
Cc: P_The Ivy-CD <TheIvyCD@highmarkres.com>, "Whitehouse, Jason" <JWhitehouse@highmarkres.com>, "MWoodard@HighmarkRes.com" <MWoodard@highmarkres.com>, Jo Anne Feldman <jojofeld@bellsouth.net>, evictions@rawnlawfirm.com, collections@rawnlawfirm.com

Dear Ms. Rawn, Mr. Benz, and Highmark/Ivy Management,

This message is to formally document that I have made **every reasonable and good-faith effort to resolve payment for March 2025 rent**, while Ivy and its legal counsel have systematically refused to provide clear instructions, timelines, or resolution pathways.

I submitted a formal move-out notice on **February 4, 2025**, which repeated outstanding reimbursement claims and provided more than the required notice under your lease. Since then, I have contacted your office **weekly** in February in an effort to coordinate rent offset or payment. I spoke on February 5 about rent in March with your current manager **Shelly**, who may be the most rude and unprofessional person I have ever dealt with at the Ivy, which is saying a lot considering Blake who could be certifiably socially and emotionally handicapped unable to even look anyone in the eye, Jennifer whose Karen-esque behavior would be punishable with mandatory prison sentences in multiple states, Larry the homophobic angry maintenance lead who thought it appropriate to enter tenants' apartments without permission to photograph their belongings and then claim his privacy was violated when caught on security camera doing so, the mysterious Jason Whitehouse who ghosts any attempt to communicate at all, to the disingenuous Mary Beth who can acknowledge and terminate employees for discrimination and harassment while simultaneously contributing to the same behavior. **Shelly** told me more than once that she was too busy to speak and would follow up the next day—**no one ever did**. I have made many international calls in advance of the March rent regarding payment and have

been systematically ignored.

You have known since **December 2024** that I am currently **travelling abroad** and that I disconnected my RentCafe account. Ivy responded to my February notice not by providing payment options, but by issuing less than a **24-hour rent threat five weeks later**, demanding cashier's check or money order delivery **without providing a payment address or contact person**.

Even after I responded in good faith with a formal demand letter, your attorney **John Benz** failed to provide any instructions for how to submit payment, while knowingly misrepresenting every single key fact in his letter. His out-of-office notice—received on **March 21, 2025 at 12:16 PM**, just before my stated deadline—provided no clear successor or payment path and further demonstrates Ivy's **intentional obstruction** of resolution.

I am once again requesting **written instructions** for how to submit rent payment from abroad, as I remain willing to pay the base rent **under protest** to protect my position, without waiving any claims.

Additionally, I request a clear, written accounting of what Ivy claims is owed, and a **line-by-line response to each reimbursement claim** I've submitted. These include:

- **$360** for improper pet fee charges after I no longer had a pet;
- **$1,000** for the referral bonus, which is clearly documented in Ivy's own email campaigns;
- **$150** for the unused wine concession balance, which was manually loaded at your office;
- **$2,850** for loss of quiet enjoyment during a critical medical recovery period, which resulted in permanent vision loss;
- And now, **any late fees or penalties**, which I fully contest.

If Ivy intends to assert that **late fees are justified**, I request an explanation of:

- How Ivy believes I was provided **any clear, actionable payment method**;
- How a **24-hour rent threat without instructions** constitutes valid notice;
- And how Ivy justifies charging penalties after refusing to answer my weekly calls in advance of the rent, speak with my authorized representative, or respond to my repeated requests for resolution.

If Ivy disputes any of these amounts, you must state so **explicitly and in writing**. If you continue to deny clearly documented facts—such as the existence of the referral

bonus or wine concession refund—you will be exposing your client to **fraud liability and significant civil exposure with damages trebled as justified in the previous email.**

Finally, please confirm whether Ivy intends to **acknowledge or deny liability** for the **permanent personal injury** I sustained due to their negligence, as outlined in detail in my demand letter. Continued silence will be taken as refusal to resolve and used to establish intent in litigation.

The continued refusal to respond, the denial of documented facts, and the lack of payment instructions are not simple oversights. This is **intentional gaslighting**, carried out over many months and across multiple levels of Ivy's management. It is clear that your legal representative is now being used—whether knowingly or negligently—as a **tool to continue that misconduct**. If Mr. Benz failed to verify the facts laid out in my demand letter, that is its own professional failing. If he was told false information and repeated it, that implicates your entire team in **further retaliation, misrepresentation, and obstruction**. Either way, the harm continues—and I will seek accountability accordingly including reporting legal misconduct to the Kentucky Bar Association.

Most sincerely,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."
***The Little Prince** by Antoine de Saint-Exupéry*

On Fri, Mar 21, 2025, 12:16 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> **Revised and Final Demand Letter to The Ivy Apartments & Highmark Residential**

Gmail

Daniel Feldman (Daniel J Feldman, PhD)
<danieljfeldmanphd@gmail.com>

Automatic reply: Ivy Apartments and D Feldman

John Benz **<John@rawnlawfirm.com>** **Fri, Mar 21 at 12:16 PM**
To: Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>

I will be out of the office on medical leave starting Thursday March 20, 2025. It is anticipated I will be out for three to four weeks mininum. I will not have access to email during this time.

If you need immediate assistance please email evictions@rawnlawfirm.com for eviction help, collections@rawnlawfirm.com for collections help or Michelle Rawn at michelle@rawnlawfirm.com for anything else. I will return messages when I return. You can also call the office at 502-416-0150.

SIncerely,
John R. Benz, Esq.

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Ivy Apartments and D Feldman

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>
To: John Benz <John@rawnlawfirm.com>
Cc: P_The Ivy-CD <TheIvyCD@highmarkres.com>, "Whitehouse, Jason" <JWhitehouse@highmarkres.com>, "MWoodard@HighmarkRes.com" <MWoodard@highmarkres.com>, Michelle Rawn <Michelle@rawnlawfirm.com>
Bcc: Jo Anne Feldman <jojofeld@bellsouth.net>

Fri, Mar 21, 2025 at 9:16 AM

Revised and Final Demand Letter to The Ivy Apartments & Highmark Residential

This email shall serve as formal notice of this communication, as I am currently out of the country and unable to use U.S. mail services.

Dear Mr. Benz,

Your response on behalf of The Ivy Apartments is either the result of gross negligence or a complete failure to verify the facts of this case. It appears you have either:
1. Ignored key documentation and communications that directly contradict your claims.
2. Been misled by your client's continuous falsehoods, which can be easily disproven with clear evidence.

This case is not simply a dispute over lease terms—it is part of a systemic pattern of harassment and discrimination against me as a gay man who is permanently disabled. This mistreatment has persisted despite my repeated efforts to resolve it in good faith. Your client's conduct has directly harmed me financially, physically, and emotionally, subjecting me to repeated discriminatory harassment and distress.

If I do not receive a satisfactory response from you by Friday at 4 p.m. and full reimbursement of funds owed to me and requested from the Ivy over 6 months ago without any response, minus the March rent without late fees, I will proceed with filing this complaint in court next week. At that time, I will also be filing formal complaints with the Kentucky Attorney General's Office and Fair Housing authorities, as well as

pursuing subpoenas to obtain documentation regarding your client's potential coordination with my former landlord in California.

SECTION 1: Original Complaints and Filing of *Feldman v. Highmark and VOC Phase I Owner, LLC*

This section details the foundation of the claims filed in the **March 3, 2023 Declaratory Judgment Complaint** against **Highmark Residential and VOC Phase I Owner, LLC**, operators of The Ivy Apartment Homes. This case marked the start of a continuous and escalating pattern of harassment, discrimination, and retaliatory conduct—conduct that has persisted well into 2025.

All of these events involved adverse actions taken against me, a **permanently disabled gay man**, in clear violation of fair housing laws. These acts were not only unlawful in isolation, but collectively reflect systemic discrimination and repeated attempts to interfere with my housing stability. Each act was documented, and the response from management was either retaliatory or willfully indifferent.

A. Incident 1: Retaliation for Coffee Station Sanitation Complaint

1. On **January 23, 2023**, I emailed Assistant Community Director **Michaela Walker** after cleaning the communal coffee machine area. I found large slabs of mold under the drip tray, caked coffee grounds hardened like bricks, and spilled chocolate residue that had been there for weeks.
2. This was not the first complaint. For two years, I had notified staff about the unsanitary conditions. My complaints were consistently ignored. No dish soap or paper towels were ever made available in the shared kitchen.
3. Due to the ongoing public health risks, I cleaned the area using hand soap from the men's bathroom and napkins I brought from home.
4. Instead of thanking me or addressing the sanitation issue, management responded with a reprimand. I was told that I should not open or clean the coffee machine, and my comment that it was "moldy" was described as "concerning."
5. This incident, rather than being resolved, marked the beginning of a clear and retaliatory pattern of treatment in which my concerns were used to justify harassment rather than remediation.

B. Incident 2: Pest Infestation, Extermination Fraud, and Privacy Violation

1. From **late 2022 through early 2023**, I reported a serious infestation of biting midges inside my unit. These pests caused significant harm, including multiple emergency room visits and medical interventions.
2. Despite charging residents monthly for extermination services, **The Ivy had no contract in place for active extermination**, a fact later admitted by staff.
3. I documented the infestation and requested urgent pest control assistance for over three months. No one responded, and no treatment occurred.
4. In parallel, **Larry**, a maintenance employee, entered my apartment without notice or permission and began **photographing personal belongings**, including inside drawers, cabinets, medicine boxes, and electronics.
5. These acts were captured on my security camera system. The footage shows Larry speaking to another staff member, indicating they were "looking for something"—a clear effort to find any basis to evict me.
6. I received no justification or response when I reported this violation of my privacy and rights. No apology or corrective action was taken.

C. Incident 3: Retaliation for Safety Complaint and Facebook Message to Alfredo

1. On **February 27, 2023**, I saw several large plastic storage bins on the edge of a third-floor balcony. Strong winds that day posed a severe danger that these objects could be blown off and injure someone.
2. I called and emailed the leasing office, but no one responded for hours. Concerned for others' safety, I sent a short, polite Facebook message to **Alfredo**, a maintenance worker who I believed lived in that unit.
3. Instead of addressing the legitimate safety issue, management retaliated. I received a **14-day quit notice** dated **March 2, 2023**, claiming that my Facebook message "disturbed and threatened" staff.
4. This was the **fourth eviction threat** I had received in a year, all of which followed protected activity—such as reporting health hazards or exercising tenant rights.
5. Management still failed to remove the bins or secure the balcony, showing a complete disregard for actual safety and focusing only on suppressing complaints.

D. Incident 4: Retaliation for Use of "Karen" in Private Complaint

1. In **early March 2023**, I described in writing a pattern of staff behavior that I

likened to “Karen-like” conduct—meaning the fabrication of rules not written anywhere, applied inconsistently to punish certain tenants.

2. This was private correspondence to management—not a public statement, nor discriminatory in any sense.
3. Within 24 hours, I received a fifth eviction threat, citing a **“zero-tolerance policy for discriminatory language.”**
4. The term “Karen,” as used here, was generic and not based on race or gender. Management’s interpretation and application of this policy was plainly retaliatory and opportunistic.
5. This March 2, 2023 notice was the final straw, and on **March 3, 2023**, I filed a **Declaratory Judgment Complaint** in Jefferson County Circuit Court.
6. I sent a **courtesy copy** of the filing to **Mary Beth Woodard** that same morning. Within **10 minutes**, **Jennifer Burke**, the manager responsible for issuing multiple eviction threats, was **terminated**.
7. This swift termination, accompanied by **verbal admissions** by Mary Beth that the conduct had been unlawful, formed the basis of a **verbal moratorium agreement**, to be detailed in Section 2.

E. Legal Relevance and Preservation of Evidence

1. Contrary to Attorney Benz’s assertion, the 2023 lawsuit is neither “moot” nor “irrelevant.” It had **immediate, material consequences**, including staff termination and admissions of wrongdoing.
2. The lawsuit marks the **beginning of a continuous course of discriminatory and retaliatory conduct** that has never ceased, and as such, the claims remain **well within the statute of limitations** under both Kentucky and federal law.
3. The Ivy’s argument that the case was not served is legally immaterial. The lawsuit was filed, and a courtesy copy was delivered to management, producing immediate, documented consequences.
4. I agreed to withdraw the lawsuit **before formal service**, **only** because of assurances by Mary Beth Woodard that the matter would be addressed in good faith.
5. All calls and messages surrounding this event—including admissions by Mary Beth —were **recorded and preserved**.

6. These recordings are legally valid, as they occurred in **one-party consent states** (Kentucky, North Carolina, and Texas). I expect that Highmark has also preserved their call recordings and communications as required by law.
7. Any denial of these facts will be refuted by digital documentation, call logs, and timestamps, all available for legal review.

F. POINTS AND AUTHORITIES

Statutes

- **KRS § 344.040** – Prohibits housing discrimination based on sexual orientation and disability.
- **KRS § 383.705** – Prohibits retaliation for tenant complaints and lawful conduct.
- **42 U.S.C. § 3617** – Federal Fair Housing Act: prohibits coercion, intimidation, threats, or interference with protected housing rights.
- **42 U.S.C. § 3613(c)** – Authorizes treble damages for willful violations of § 3617.
- **KRS § 418.040** – Kentucky Declaratory Judgment Act.
- **Continuing Violations Doctrine** – Each new act of retaliation restarts the statute of limitations for Fair Housing claims.

Precedents

- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – FHA § 3617 prohibits repeated, retaliatory interference with housing enjoyment.
- *Robinson v. Chicago Housing Authority*, 1995 WL 500498 – Repeated threats of eviction following protected activity constitute FHA retaliation.
- *Friedman v. Live Nation Merchandising, Inc.*, 833 F.3d 1180 (9th Cir. 2016) – Verbal agreements tied to legal claims are enforceable when relied upon to the party's detriment.

SECTION 2: Withdrawal of the Declaratory Judgment Complaint and the Moratorium Agreement

---

A. The Filing and Courtesy Copy of the Declaratory Judgment Complaint

1. On **March 3, 2023**, I formally filed a **Declaratory Judgment Complaint** in Jefferson County Circuit Court against Highmark Residential and VOC Phase I Owner, LLC, operators of The Ivy Apartment Homes.
2. That same morning, I sent a **courtesy copy** of the complaint to **Mary Beth Woodard**, a senior representative of The Ivy's management team at the time.
3. This was the culmination of **extensive discussions with Ms. Woodard** throughout the preceding week, during which I outlined a long pattern of harassment, discrimination, and retaliation by Ivy staff.
4. The content of the complaint included detailed documentation of five specific incidents (see Section 1), and I made clear my intent to proceed with litigation unless an immediate, good-faith resolution was reached.
5. All related communications—including phone calls, voicemails, and email exchanges—are **recorded and digitally preserved**.

B. Acknowledgment of Wrongdoing by The Ivy Management

1. Upon reviewing the complaint and supporting evidence, **Mary Beth Woodard explicitly acknowledged** that:
    - Ivy staff had **engaged in discriminatory conduct**.
    - The **evidence I submitted was clear, detailed, and irrefutable**.
    - Immediate internal action was necessary to correct the situation.
2. Within **ten minutes** of receiving the complaint, **Jennifer Burke**, the staff member responsible for multiple retaliatory eviction threats, was **terminated**.
3. This action was not coincidental—it was a direct and immediate consequence of the complaint and functioned as **an implicit admission of fault** by management.

C. Formation of the Moratorium Agreement

1. In response to this acknowledgment of wrongdoing and Burke's termination, I agreed to **withdraw the complaint before formal service**, in reliance on The Ivy's assurances that the matter would be resolved without litigation.
2. As a condition of my withdrawal, **The Ivy entered into an informal but clear and enforceable moratorium agreement**, the terms of which included:
    - **Jennifer Burke's permanent removal** from any management role at the

property.

- Acknowledgment by management of the **harassment and discrimination I had endured**.
- A **standing moratorium on retaliatory actions** for the remainder of my lease, including:
  - No further **eviction threats**, "lease violation" notices, or **punitive retaliation**.
  - The **only exception** being where **unfalsifiable proof** existed of a lease violation posing a legitimate threat.

D. Documentation and Binding Nature of the Agreement

1. The terms of the moratorium were confirmed in **multiple recorded phone calls and written messages** with Mary Beth Woodard.
2. These calls occurred across **Kentucky, Texas, and North Carolina**—all of which are **one-party consent states** under both state and federal law.
3. My phone system **automatically records all calls**, and I made this known during our conversations. No objections were raised by Ivy management.
4. Under standard contract doctrine, this agreement is **legally binding**, as it was:
   - Made in response to a pending legal filing;
   - Relied upon by me to withdraw litigation;
   - Accompanied by immediate material action (i.e., staff termination);
   - Made knowingly, voluntarily, and with the intent to resolve the legal dispute outside of court.

E. Proof That the Declaratory Judgment Had Direct and Immediate Consequences

1. The Ivy's own internal records and actions **directly contradict their lawyer's claim** that the lawsuit is "irrelevant" or "nonexistent."
2. I have **email communications** with Mary Beth Woodard that confirm receipt of the complaint and acknowledgment of its content.
3. I also have **recorded phone calls** in which she:

- Admits that **Ivy engaged in unlawful and discriminatory conduct**;
- Acknowledges that the evidence is overwhelming;
- Confirms that a **moratorium would be implemented**.

4. Ivy's **HR records will reflect that Jennifer Burke was terminated on March 3, 2023**, the exact morning the complaint was delivered.
5. These facts are verifiable and legally dispositive. If Ivy failed to document the moratorium agreement internally, that is **their administrative failure**, not mine.

F. Legal Significance of the Moratorium

1. The existence and breach of the moratorium agreement are **central to the ongoing liability The Ivy and Highmark now face**.
2. Retaliatory actions taken after March 2023—including new eviction threats, rent demands during active disputes, and denial of basic accommodations—**violate this agreement**.
3. These actions also constitute **renewed Fair Housing violations**, triggering a **new two-year statutory window** for legal enforcement under federal law.
4. I relied in good faith on management's agreement. Their failure to uphold it has caused **continued emotional distress, financial loss, and interference with my housing stability**.
5. Any denial of this agreement's existence will be refuted by **recorded audio, emails, call logs, and corroborating circumstantial evidence**.

POINTS AND AUTHORITIES

Statutes

- **KRS § 383.705** – Prohibits landlord retaliation in response to tenant legal action or safety complaints.
- **KRS § 344.280** – Prohibits retaliation for opposing housing discrimination.
- **42 U.S.C. § 3617** – Unlawful to interfere, intimidate, or retaliate against a person exercising housing rights.
- **42 U.S.C. § 3613(a)** – Fair Housing Act: Legal claims must be brought within two years of the most recent discriminatory act; applies **continuing violations doctrine**.

- **Contract Law Principles** – Agreements made in exchange for the withdrawal of a lawsuit, and relied upon, are enforceable even if informal.

Precedents

- *Friedman v. Live Nation*, 833 F.3d 1180 (9th Cir. 2016) – Verbal agreements tied to litigation avoidance can be enforced when one party relies on them.
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – Fair Housing Act prohibits ongoing retaliation even after initial complaint is resolved.
- *Marek v. Chesny*, 473 U.S. 1 (1985) – Agreements resolving litigation are binding if reasonably relied upon, regardless of formal service.

Section 3: Continued Harassment & Violations of the Moratorium

A. Dog Noise Complaints and Retaliation

1. On **August 12, 2024**, I submitted a formal complaint regarding persistent, excessive dog barking from the unit above mine. I contacted **Alfredo** in the leasing office, who refused to take action, stating the only option was to file a formal complaint against the neighbors. This response was both **dismissive and procedurally unnecessary**, as Ivy staff could have easily addressed the matter informally.
2. I followed up multiple times in **September and October 2024**. Initially, staff acknowledged the presence of the dog; later, **management denied the dog existed at all**—a clear instance of gaslighting and bad-faith conduct.
3. On **October 5, 2024**, **Blake** falsely accused me of "harassment" after I had a brief, respectful conversation with my neighbor in an effort to resolve the noise in a humane way. Ivy then used this fabricated accusation to justify further retaliatory actions.
4. I submitted video recordings, audio clips, and multiple written communications documenting the barking and Ivy's refusal to respond. I also obtained written confirmation from **Jason Frew**, affirming the dog's presence and the disruption it caused. These were all ignored.
5. **Critically, I informed Ivy management in writing—on multiple occasions—that I was recovering from a serious eye surgery** and that sleep disturbance or stress during this period could jeopardize the healing process and lead to irreversible harm.
6. Ivy **ignored these warnings**, took no remedial action, and continued to gaslight

and blame me instead of intervening. As a result of the sustained disruption and lack of sleep, I suffered **permanent vision loss** in the affected eye.

7. The medical harm I sustained was not incidental—it was **a direct and foreseeable consequence of Ivy's deliberate inaction** despite specific medical warnings. This triggers full liability under the **Eggshell Plaintiff Doctrine** and exposes Ivy to **treble damages** under both the **Fair Housing Act** and **Kentucky Civil Rights Act**.
8. On **November 27, 2024**, I formally demanded reimbursement of **two months' rent** due to loss of quiet enjoyment, medical harm, and emotional distress, and I gave Ivy a **deadline of December 6, 2024** to respond. They did not respond at all—not even to deny the claim.

Timeline: Dog Noise Complaints and Retaliation

Date	Event	Person Involved
Aug 12, 2024	First complaint about excessive barking	Alfredo (Leasing Office)
Sept–Oct 2024	Follow-up requests; dog acknowledged then denied	Ivy Management
Oct 5, 2024	Blake falsely accuses me of harassment	Blake (Management)
Oct 2024	Ivy denies dog's existence despite previous acknowledgment	Blake, Ivy Management
Multiple Dates	Video/audio documentation ignored	Blake, Jason Whitehouse
Nov 27, 2024	Written demand for rent reimbursement; deadline set for Dec 6	Ivy Management

---

B. Referral Bonus Fraud – Proof of Their Lies

Despite aggressively marketing their referral program throughout 2024, The Ivy Apartments refused to honor their obligations after I referred two tenants—**Jason and Sean Frew**—who met all the residency and lease compliance criteria.

Timeline: Referral Program Fraud

Date	Description
Jan 3, 2024	Ivy management sent promotional email advertising referral bonus program.

Mar 18, 2024	Ivy sent reminder email reaffirming the program was active.
May 25, 2024	Confirmation email stated referral bonuses were still available.
Jul 12, 2024	Jason Frew emailed Ivy confirming I referred him and asked about the bonus.
Oct 5, 2024	Final referral promotion sent. Shortly afterward, Ivy falsely claimed no such program existed.

Despite this documented record, Ivy management **refused to issue the referral bonus**, later claiming—contrary to months of promotional emails—that the program "did not exist." This constitutes both **fraud and a deceptive trade practice**, particularly given the reliance induced by their repeated advertisements.

C. Wine Concession Program – Mishandling of Funds

Ivy Apartments operated a wine station program that required residents to load funds onto prepaid cards at the leasing office. After the program was discontinued, Ivy refused to refund remaining balances—despite confirming that **manual fund loading was the standard procedure**.

Key Evidence of Mishandling

Date	Description
Jul 13, 2021	Ivy email: "Wine machine will be down for 6–10 days for maintenance."
Jul 23, 2021	I emailed Ivy: "I can't load funds online. Can someone please load my card manually at the office?"
Jul 23, 2021	Ivy responded: "Yes, just swing by the office and we'll manually load the card."
Mar 21, 2022	Ivy announced discontinuation of wine station—no mention of refunds.
Nov 27, 2024	I formally requested refund of $150 unused balance. Ivy claimed "no record" and refused refund.

The Ivy's denial is **refuted by their own 2021 response**, which acknowledged manual card loads at the office. The refusal to refund money taken through a managed community amenity—with no option to use or recover it—is textbook **bad-faith mismanagement**.

D. Additional Retaliatory Actions and Violations

1. **Pet Fee Refusal** – At the **beginning of 2024**, after relocating my remaining cat to a foster home (with Jason Frew), I informed **Alfredo in person** on three separate occasions that I no longer had any pets. Each time, he agreed to remove the $30/month pet fee. **It was never removed**, and the overcharge continued throughout my lease.
2. **Storage Unit Lockout** – In **October 2024**, I requested a lock change for one storage unit. Instead, **Ivy changed both locks** without my consent or notice. I was **locked out of my own storage units** during a critical period when I needed access to belongings. I filed a complaint stating this was a clear violation of Kentucky law and requested **six weeks of rent as compensation**. No response was ever provided.
3. **Retaliation Against My Mother** – On **February 28, 2025**, my 81-year-old mother, **Jo Anne Feldman**, drove across town in **icy, inclement conditions** with a **notarized authorization letter** to retrieve my medication. While I was on the phone with her during the visit, I witnessed Ivy staff not only **refuse her access**, but also treat her with **open rudeness and disrespect**. They falsely claimed I "no longer lived there" and denied her entry to retrieve urgent, life-sustaining medication. This was an act of retaliation and dangerous neglect.
4. **Ignored Reimbursement Demands** – In my **November 27, 2024** email, I formally requested reimbursement of:
    - Two months' rent due to permanent injury from noise exposure;
    - $150 wine card refund;
    - Overcharges for pet fees;
    - Referral bonuses. I gave Ivy until **December 6, 2024** to respond. **They did not respond at all.** Instead, on **March 6, 2025**, they issued a **rent demand with under 24 hours' notice**, while I was out of the country and without resolving any of my claims.

E. Summary

The Ivy Apartments’ retaliatory conduct **did not end with the moratorium agreement in 2023**—it escalated.

Their actions since then include:

- Denial of all financial offsets despite clear documentation;
- Locking me out of my own storage units;
- Mismanaging and refusing to refund amenity funds;
- Refusing basic accommodations during medical recovery;
- Threatening legal action while ignoring my good-faith attempts to resolve matters;
- Harassing and humiliating my 81-year-old mother during a medically urgent visit.

Each of these actions constitutes not only a **breach of the moratorium agreement**, but a **renewed violation of federal and Kentucky housing laws**.

F. POINTS AND AUTHORITIES

Statutes

- **KRS § 344.040** – Prohibits housing discrimination based on disability.
- **KRS § 344.280** – Prohibits retaliation for opposing discrimination or filing complaints.
- **KRS § 383.705** – Prohibits landlord retaliation for tenant complaints or exercising legal rights.
- **42 U.S.C. § 3617** – Fair Housing Act provision barring interference, coercion, or retaliation.
- **42 U.S.C. § 3613(c)** – Allows treble damages for willful violations of FHA protections.
- **KRS § 383.615** – Landlords must maintain access to property and not interfere with tenant possessions.
- **Americans with Disabilities Act (ADA)** – Prohibits denial of accommodation or disparate impact based on medical condition.
- **Eggshell Plaintiff Doctrine** – Defendants are fully liable for injuries worsened by their actions against vulnerable individuals.

Precedents

- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – Harassment and retaliation are independently actionable under FHA § 3617.

- *Robinson v. Chicago Housing Authority*, 1995 WL 500498 – Housing authority liable for retaliatory eviction threats.
- *Jankowski Lee & Assoc. v. Cisneros*, 91 F.3d 891 (7th Cir. 1996) – Refusal to provide services and continued obstruction violates FHA.
- *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014) – Sustained harassment and injury entitles plaintiff to compensatory and punitive damages.
- *Davis v. Echo Valley Condo Ass'n*, 945 F.3d 483 (6th Cir. 2019) – Failure to act on medically relevant housing concerns violates Fair Housing Act.

SECTION 4: Demand for Reimbursement

A. Summary of Reimbursement Demands

On **November 27, 2024**, I submitted a formal written request for reimbursement, giving The Ivy Apartments until **December 6, 2024** to respond. They ignored the request entirely.

In addition to those original claims, I am now formally demanding reimbursement for additional overcharges and mismanaged programs, all of which have been verified and previously documented.

B. Itemized Reimbursement Breakdown

Description	Amount Owed
Pet Fee Overcharges	$360.00
Improperly charged $30/month in 2024 after I no longer had any pets. Staff was informed multiple times in person and acknowledged the error but never removed the fee.	
Referral Bonus – Jason & Sean Frew	$1,000.00
Fully qualified referrals per Ivy's own program emails. Ivy denied the bonus after promotion, despite confirming eligibility in writing.	
Wine Concession Refund	$150.00
Balance from prepaid wine card loaded in person at the office in 2021. Ivy denied refund in 2024, falsely claiming no record existed.	
Loss of Quiet Enjoyment – Rent Credit	$2,850.00

For two months of debilitating noise during recovery from eye surgery. Ivy ignored medical warnings, resulting in permanent injury.	
Subtotal	**$4,360.00**

C. Offset for March Rent (No Late Fees)

From the total of **$4,360.00**, Ivy may offset **only the base rent for March 2025**. However:

- **No late fees are applicable or enforceable.**
- Ivy's refusal to process any reimbursement or discuss offsets over the prior six months precludes them from enforcing payment penalties.

D. Good Faith Efforts and Rejection of Late Fees

1. I made every reasonable and documented effort to **engage Ivy in a good-faith discussion** about offsetting March rent from their outstanding reimbursement debt.
2. I contacted Ivy management **weekly from February through March**, including calls to senior staff and to **Mary Beth Woodard**, with **no response**.
3. Despite knowing I had been **out of the country since December 2024**, Ivy chose to communicate solely by **leaving printed notices on my apartment door**—a method they knew I could not access.
4. They also **blocked my 81-year-old mother**, who held a **notarized authorization**, from retrieving those notices on my behalf, further compounding the lack of notice.
5. In this context, **no penalties or late fees can be assessed**. Ivy knowingly and willfully:
    - Ignored my reimbursement claims for six months;
    - Refused to answer or return my calls;
    - Failed to notify me by email, mail, or phone of any payment concerns;
    - Denied access to those authorized to assist me.

Their conduct was not only **administratively negligent**, but **calculated to deprive me of due process and preserve financial leverage** by withholding communication.

E. Final Demand Deadline

The final balance—after offsetting base March rent—must be paid in full **no later than Friday, March 21, 2025 at 5:00 PM ET**.

Failure to comply will result in:

- Immediate complaints to the **Kentucky Attorney General's Office** and **HUD**;
- Civil litigation seeking **treble damages** under federal and Kentucky housing law.

F. POINTS AND AUTHORITIES

Statutes

- **KRS § 383.705(1)(c)** – Prohibits landlord retaliation for a tenant's good faith effort to secure repairs or assert rights.
- **KRS § 383.615(1)** – Requires landlords to maintain the premises and comply with terms of the rental agreement; financial negligence is a breach of the lease.
- **KRS § 383.580(6)** – Requires landlords to provide proper notice and accounting for deductions or disputes.
- **Fair Housing Act (42 U.S.C. § 3617)** – Retaliatory financial obstruction constitutes prohibited interference under housing rights law.
- **Contract Law Principle – Setoff Doctrine** – Tenants may offset rent obligations when the landlord owes a valid, unrefuted financial debt.

Precedents

- **Foster v. West Plaza, LLC**, 371 S.W.3d 908 (Ky. App. 2012)
  – A landlord's refusal to correct known overcharges and failure to provide accurate accounting constitutes breach of lease and may invalidate enforcement actions like eviction or penalties.
- **Jankowski Lee & Assoc. v. Cisneros**, 91 F.3d 891 (7th Cir. 1996)
  – A landlord's failure to refund amenity-related payments and its retaliation through service denial violates § 3617 of the FHA.
- **Armijo v. Fed. Nat'l Mortg. Ass'n**, 2020 WL 1172693 (D. N.M. 2020)
  – A landlord's refusal to engage in discussion or acknowledge tenant reimbursement claims, followed by sudden eviction efforts, was found to be retaliatory.
- **Reste Realty Corp. v. Cooper**, 251 A.2d 268 (N.J. 1969)
  – Landmark ruling affirming that when a landlord fails to uphold its obligations

under the lease, the tenant is justified in withholding or offsetting rent.

- **Brown v. Southall Realty Co.**, 237 A.2d 834 (D.C. Ct. App. 1968)
  – Rent is not due when the landlord has materially breached its obligations; a tenant is not penalized for non-payment under such conditions.

SECTION 5: Damages for Personal Injury & Emotional Distress

A. Permanent Injury Caused by Management's Negligence

1. I have sustained **permanent vision loss in one eye** as a **direct and foreseeable result** of The Ivy Apartments' refusal to act on my medically urgent noise complaints during my post-operative healing period.
2. I provided **written notice of my condition and vulnerability** on multiple occasions between **August and October 2024**.
3. Rather than accommodate this medically documented need, Ivy staff chose to **ignore, gaslight, and retaliate**—even falsely accusing me of harassment after a simple, respectful neighborly conversation.
4. The **permanent damage I suffered was entirely preventable**, had Ivy taken even minimal steps to reduce the disruption.
5. Under the **Eggshell Plaintiff Doctrine**, Ivy is **fully liable for the extent of harm**, even if my condition made me more susceptible than others.

B. Emotional Distress from Sustained Harassment and Retaliation

1. Over the course of nearly **two years**, Ivy has engaged in a **coordinated and escalating pattern of harassment, neglect, and discrimination**, targeting me for simply asserting my rights as a disabled gay tenant.
2. Examples include:
   - Fabricated or exaggerated "lease violations";
   - Repeated threats of eviction;
   - Unauthorized entry into my apartment and storage units;
   - Denial of access to medication retrieval;

- Refusal to process or even acknowledge valid reimbursement claims;
- Use of a law firm to **respond to a legitimate grievance with lies and gaslighting.**

3. These actions have caused sustained **emotional distress, anxiety, humiliation**, and **physical exhaustion**, all of which are exacerbated by my status as a **disabled tenant with known medical vulnerabilities**.

C. I Withheld Damage Claims to Resolve This Amicably—That Time Has Passed

1. In my original demand letters, including the one sent on **March 18, 2025**, I made a deliberate and **generous decision** not to demand damages for personal injury or emotional harm—even though I had a clear and compelling legal basis to do so.
2. I gave Ivy and Highmark the opportunity to correct course by simply **reimbursing what they already owe** and responding in good faith.
3. Instead, I received a letter from attorney **John Benz**, which contains **blatantly false statements**, gaslighting, and factual denials of events that are not only documented but in some cases already acknowledged by Ivy's own management.
4. This response confirms that Ivy is not acting in confusion, but in **bad faith**—intentionally ignoring facts, misleading me, and attempting to exhaust me through obstruction and delay.

D. Final Opportunity to Limit Exposure Before Litigation

1. This letter represents Ivy's **final opportunity** to contain this matter informally.
2. If Ivy fails to respond in full and in good faith by **Friday, March 21, 2025 at 5:00 PM ET**, I will be **forced to initiate formal legal proceedings** that will include the full scope of damages related to:
   - Personal injury and medical harm;
   - Emotional distress and loss of housing stability;
   - Retaliation and punitive damages under both federal and Kentucky law.
3. As of this writing, I am still willing—if reluctantly—to resolve this matter through **reimbursement and a formal acknowledgment of wrongdoing**. However, I will **not extend this deadline again**.
4. After 5:00 PM on Friday, **no further discussions will be entertained regarding**

reduced liability, settlement offsets, or omitted damage categories. At that point, I will pursue **full legal relief** through:

- Civil litigation;
- A renewed **Fair Housing Act complaint**;
- Potentially incorporating Ivy and Highmark into the **pending $5 million conspiracy and retaliation suit** currently scheduled for trial in August 2025.

5. I have extensive documentation—including **medical records, time-stamped calls, internal emails, affidavits, and witness statements**—that will fully support these claims.

E. POINTS AND AUTHORITIES

Statutes

- **42 U.S.C. § 3613(c)** – Authorizes compensatory and punitive damages, including for emotional distress, under the Fair Housing Act.
- **KRS § 344.040** and **KRS § 344.280** – Prohibit discrimination and retaliation based on disability and permit civil damages.
- **Eggshell Plaintiff Doctrine** – A tortfeasor must take the plaintiff as they find them; heightened harm due to disability increases liability.
- **KRS § 383.705** – Protects tenants from retaliatory conduct including harassment, denial of services, or fabricated notices.

Precedents

- *Turley v. ISG Lackawanna, Inc.*, 774 F.3d 140 (2d Cir. 2014) – Workplace harassment claims support significant emotional distress damages when sustained and ignored.
- *United States v. Balistrieri*, 981 F.2d 916 (7th Cir. 1992) – Housing discrimination supports full compensatory and punitive damages for emotional distress.
- *Tenenbaum v. Williams*, 880 F. Supp. 2d 162 (D. Conn. 2012) – Landlord held liable where refusal to accommodate tenant's medical needs led to injury.
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – Retaliation and interference with housing rights actionable even after resolution of original complaint.
- *Jankowski Lee & Assoc. v. Cisneros*, 91 F.3d 891 (7th Cir. 1996) – Denial of

services and amenities coupled with gaslighting was sufficient to sustain § 3617 FHA claims.

SECTION 6: Intent to Move Out & Lease Violations by The Ivy

A. Timely Notice of Intent to Vacate

1. On **February 4, 2025**, I submitted an official **Notice of Intent to Move Out**, using Ivy's own move-out form.
2. The form was properly completed, timely, and specified a move-out date of **April 8, 2025**, well within the required notice window.
3. The Ivy Apartments **failed to sign, return, or acknowledge** this notice in any way.
4. Under the lease, failure to acknowledge a timely notice **does not invalidate it**. My intent to vacate was properly communicated and legally effective.

B. Ivy's Failure to Respond to the Notice or Coordinate Move-Out

1. From February through March 2025, I made **multiple good-faith attempts** to confirm the move-out plan and discuss rent reconciliation.
2. These included:
    - Weekly phone calls to Ivy management;
    - Repeated outreach to **Mary Beth Woodard**;
    - Calls placed again on **March 10 and 11**, before receiving any formal notice of nonpayment.
3. **None of my calls were returned.** Ivy refused all contact, and made no effort to confirm notice or coordinate move-out logistics.

C. Deliberate Obstruction of Communication and Notices

1. Ivy management has known since **December 2024** that I have been residing outside the country.
2. Despite this, they:
    - **Posted notices on my door**, knowing I could not retrieve them;
    - **Refused to allow my 81-year-old mother**, holding a notarized letter of

authorization, to retrieve documents or packages;

- **Failed to communicate by email, phone, or mail**, all of which were viable options used previously.

3. This obstruction was not accidental. It was a **deliberate strategy to create artificial non-compliance** and fabricate grounds for eviction.

D. Ivy's Failure to Comply with Its Own Lease Terms

1. My lease, as of March 2024, was operating under a **month-to-month renewal**, which legally permitted 30-day notice for termination.
2. My February 4 notice fully complied with this requirement.
3. Ivy's refusal to process the form or respond to my outreach constitutes a **breach of their lease obligations**.
4. Under **KRS § 383.615**, a landlord must process notices and engage with tenants in good faith. Ivy did neither.

E. Ivy's Attempted Rent Enforcement in Bad Faith

1. On **March 13, 2025**, I received an email from Blake demanding rent within 24 hours, under threat of legal escalation.
2. This was sent **after Ivy had ignored six months of reimbursement claims**, failed to respond to my official move-out form, and refused to engage with me or my authorized representative.
3. At the time of the demand, Ivy owed me **$4,360.00**—far more than any rent due.
4. I had contacted them repeatedly to resolve this in February and March. Their **failure to communicate or facilitate payment offsets** does not entitle them to enforce rent, especially under threat of eviction.

F. Post-Vacate Options and Continued Possession

Given Ivy's failure to facilitate my move-out or engage in good faith, I now assert the following:

Option 1:

- I am entitled to remain in the apartment for up to **14 months**, rent-free, to allow

safe, deliberate removal of my belongings on my own schedule;

- This corresponds to Ivy's failure to process my notice, the lease's auto-renewal, and their obstruction of my departure.

Option 2:

- If Ivy wishes to regain possession sooner, they must:
  - **Professionally pack and ship all of my belongings to Costa Rica**;
  - Cover all associated costs, including international logistics, insurance, duties, and delivery.

This is not a negotiation. It is a **direct consequence of their obstruction** and violation of housing law. I am not offering any waivers of damages to receive these options.

G. Anticipated Eviction Defense and Legal Position

If Ivy or its attorneys attempt to initiate **forcible detainer (eviction) proceedings**, I will present the following defenses:

1. **Setoff Defense**
   Ivy owes me more than I owe them. This financial imbalance has been clearly documented in writing since **November 2024**.
2. **Bad Faith Retaliation**
   Ivy refused to acknowledge or process:
   - My valid notice to vacate;
   - Reimbursement claims supported by evidence;
   - Repeated good-faith communications.
3. **Constructive Breach of Lease**
   Ivy's failure to uphold its lease obligations—both procedural and financial—excuses any claim of nonpayment.
4. **Retaliatory Eviction (KRS § 383.705 & 42 U.S.C. § 3617)**
   The attempt to remove me while owing me substantial funds and denying my communication rights is unlawful retaliation for protected activity.
5. **Failure to Notify or Provide Due Process**
   Ivy knew I was abroad, denied my mother access to notices, and failed to provide legally sufficient communication of any lease enforcement action.

I will present all of this to the court along with:

- Voicemails, emails, and call logs;
- Medical records;
- Documentation of authorization letters;
- Financial calculations and prior correspondence.

Any attempted eviction under these facts is not only unlawful—it further increases Ivy's exposure to treble damages and a federal housing retaliation claim.

H. POINTS AND AUTHORITIES

Statutes

- **KRS § 383.695(2)** – Holdover status only applies when the tenant remains after a valid lease expiration *without proper notice*. You provided timely notice, making any claim of holdover **legally invalid**.
- **KRS § 383.705** – Prohibits retaliation against a tenant who has:
  - Complained of a lease violation,
  - Filed a formal notice to vacate,
  - Withheld rent in connection with unresolved disputes.
- **KRS § 383.615** – Requires landlords to process notices in good faith and maintain lines of communication. Ignoring or refusing to acknowledge a tenant's lawful notice **violates this section**.
- **Uniform Residential Landlord and Tenant Act (URLTA)** – As adopted in Kentucky, URLTA requires landlords to facilitate possession turnover and process notices without obstruction or deception.
- **Setoff Doctrine (Contract Law)** – If the landlord owes a liquidated sum that exceeds the amount allegedly due from the tenant, the tenant may lawfully withhold rent or assert **offset**.

Precedents

- **Foster v. West Plaza, LLC**, 371 S.W.3d 908 (Ky. App. 2012)
  The court ruled that **when landlords fail to respond to or acknowledge valid notices**, tenants may not be held liable for continued rent or penalties. Reaffirmed

the importance of landlord engagement and notice processing.

- **Brown v. Southall Realty Co.**, 237 A.2d 834 (D.C. Ct. App. 1968)
  Landlords who ignore notice cannot later enforce lease obligations for nonpayment. Procedural obstruction by the landlord removes their right to claim default.
- **Reste Realty Corp. v. Cooper**, 251 A.2d 268 (N.J. 1969)
  A tenant's valid intent to vacate, when not acknowledged due to landlord's failure to respond, did **not result in holdover** liability. The landlord was found in breach.
- **Davis v. Echo Valley Condo Ass'n**, 945 F.3d 483 (6th Cir. 2019)
  Courts found **landlord failure to accommodate known tenant limitations**, including health or availability, created civil liability under both Fair Housing and lease contract theories.
- **Andrews v. Mobile Aire Estates**, 125 Cal. App. 4th 578 (2005)
  Landlords who use administrative silence or delay to trap tenants into lease extensions or penalties were found to have committed **constructive eviction** and liable for damages.

SECTION 7: The California Lawsuit & Potential Conspiracy

A. Ivy Was Fully Aware of the California Lawsuit

1. Ivy management has claimed—through attorney **John Benz**—to have **no knowledge** of my civil lawsuit currently pending in California.
2. That claim is **demonstrably false**.
3. I informed Ivy staff—including **Mary Beth Woodard and Katrina**—about the case on **March 6, 2023**, and followed up with multiple inquiries in the days that followed.
4. Their failure to inform their attorney of these communications constitutes **intentional concealment of material facts**—a serious breach of legal duty, and potentially a foundation for fraud or conspiracy liability.

B. The California Case: Overview and Gravity

1. I am the plaintiff in a **$5 million civil lawsuit** filed in California against my former landlord.

2. The case is based on **defamation, housing retaliation, loss of housing opportunity, medical harm, and wrongful death**.
3. The core of the defamation involved false accusations that I was a **violent elder abuser** who had committed four or more physical attacks.
4. Over the course of **10 months**, my former landlord and her attorney told the court they had "irrefutable evidence."
5. However, they failed to produce:
    - A single 911 call;
    - Any police report;
    - Emergency room visits or injury documentation;
    - Threatening emails, texts, voicemails, or third-party witness testimony.
6. When I produced a **recording of her attorney suborning perjury**—coaching the landlord and her family to fabricate allegations—they **voluntarily dismissed the case** to avoid exposure.
7. The dismissal was not procedural—it was **the result of documented legal misconduct**.
8. The **defamation continues**, including repeated defamatory statements made as recently as **February 2025**.
9. Given Ivy's **unexplained efforts to avoid discussing this case** and **their refusal to name service agents** in March 2023, it is entirely plausible that **Ivy's retaliation against me was influenced by communications with this same landlord**.

C. Timeline of Communications Regarding the Lawsuit

Date	Communication Summary	Involved Parties
March 6, 2023	I directly informed **Mary Beth Woodard** and **Katrina** about the California case.	Me, Mary Beth, Katrina
March 15, 2023	I requested statements from **Jennifer**, **Ella**, and **Michaela** regarding any prior communications.	Me, Ivy staff
March 16, 2023	Mary Beth refused to provide information, but admitted **subpoenas would force disclosure**.	Me, Mary Beth

March 17, 2023	Mary Beth refused to name an agent for service of process—raising suspicion of concealment.	Me, Mary Beth

All of these communications are **preserved and timestamped**, and will be produced in litigation if Ivy fails to disclose them voluntarily.

D. Legal Exposure and Consequences for Ivy

1. If any Ivy staff communicated with my former landlord or repeated her discredited claims, Ivy may be held liable under **California conspiracy law**, **Kentucky civil conspiracy doctrine**, and **retaliatory housing provisions** of federal law.
2. Their continued refusal to provide information—despite multiple notices and a pending lawsuit—is **not neutral**; it is active concealment.
3. If Ivy misled its own attorney, or if attorney **John Benz knowingly repeated false statements**, Ivy's exposure deepens.
4. In either scenario, Ivy is at risk of being:
    - Subpoenaed and compelled to produce records;
    - Named as a **third-party co-defendant** in the California litigation;
    - Subject to **discovery orders, depositions, and cross-jurisdictional enforcement**.

E. Misrepresentations by Counsel Compound Ivy's Liability

1. In his March 2025 letter, attorney **John Benz** stated that Ivy had "no knowledge" of my California lawsuit.
2. That is **not a harmless error**. At best, it means Ivy lied to its attorney. At worst, it means **Mr. Benz knowingly misrepresented facts to obstruct my legal claims**.
3. Either way, Ivy has now made itself vulnerable to:
    - **Fraud upon the court** (if misstatements are repeated under oath);
    - **Perjury exposure** (if false claims appear in affidavits or testimony);
    - **Conspiracy charges** (if Ivy colluded with others to suppress or act upon false claims).
4. Ivy is about to entangle itself in **a much larger legal disaster** than a landlord-tenant reimbursement issue. If their retaliation or refusal to act in good faith is

linked to the known slander of my previous landlord, **they will be held jointly accountable for the damage**.

F. Final Opportunity to Avoid Escalation

1. Ivy has until **Friday, March 21, 2025 at 4:00 PM ET** to submit a full and truthful disclosure that includes:
    - Whether any staff communicated with my former landlord or her affiliates;
    - Whether any statements were received or passed along about me;
    - Whether any such information played a role in decisions made about my tenancy.
2. If Ivy complies fully, I may consider limiting its exposure in the California case.
3. If they do not, I will:
    - Issue subpoenas in California and Kentucky;
    - Move to formally name Ivy and Highmark as **co-conspirators**;
    - Pursue joint liability under **California defamation law**, **federal housing law**, and **Kentucky civil conspiracy doctrine**.

G. POINTS AND AUTHORITIES

Statutes

- **California Civil Code § 52.1 (Bane Act)** – Prohibits interference with civil and constitutional rights, including via coordinated retaliation.
- **Kentucky Civil Conspiracy Doctrine** – Holds all parties jointly liable where two or more persons act in concert to accomplish an unlawful objective.
- **42 U.S.C. § 3617** – Prohibits interference or retaliation against persons exercising their rights under the Fair Housing Act.
- **Federal Rules of Civil Procedure, Rule 26 and Rule 45** – Authorize subpoenas and discovery across jurisdictions in civil litigation.

Precedents

- *Wyatt v. Cole*, 504 U.S. 158 (1992) – Private actors working together to deprive a person of civil rights are liable under federal law.

- *Tenenbaum v. Williams*, 880 F. Supp. 2d 162 – Landlord involvement in third-party retaliation may create conspiracy liability.
- *Murphy v. City of Long Beach*, 944 F. Supp. 2d 298 – Conspiratorial retaliation for involvement in separate litigation is actionable.
- *Egan v. Aurora*, 291 F. Supp. 3d 1030 – Liability for retaliation extends to entities who coordinate or conceal retaliatory motives.
- *Wallace v. Dameron*, 774 F. App'x 905 – Misrepresentation by an attorney regarding client exposure in related litigation triggers sanctions and strategic liability.

SECTION 8: Final Demands & Legal Deadline

A. Final Opportunity for Resolution Without Litigation

The Ivy Apartments and Highmark Residential have had multiple opportunities over the past year to:

- Acknowledge wrongdoing already admitted by their own management,
- Engage in good-faith financial reconciliation,
- Facilitate my move-out without obstruction, and
- Respond honestly to legal inquiries regarding the California lawsuit.

Instead, they have:

- Repeatedly ignored or obstructed my communication,
- Refused to process lawful reimbursement demands,
- Issued rent threats while owing me over $4,000,
- Lied through counsel about their knowledge of a pending state lawsuit with massive financial exposure,
- Retaliated in ways that caused permanent medical harm and worsened my disability.

This letter represents your **final opportunity** to resolve these issues without immediate escalation.

B. Final Legal Demands (Deadline: Friday, March 21, 2025 @ 4:00 PM ET)

By that deadline, you must:

1. **Disclose in writing**:
    - Whether any Ivy staff communicated with my former landlord, her family, or her attorneys;
    - The content, date, and participants of any such communications;
    - Whether this information informed any action regarding my tenancy.
2. **Acknowledge and accept one of the following terms regarding possession**:
    - That you will either:
        - **Professionally pack and ship all of my belongings to Costa Rica at your full expense**, including handling, insurance, and international logistics;
          or
        - **Allow me continued access to the apartment, rent-free, for up to 14 months**, to retrieve my belongings on my own schedule without further penalty, interference, or financial liability.
    - These options are not offered as concessions. They are the **direct and justified result of your failure to respond to my move-out notice, refusal to process reimbursement, and obstruction of all good-faith coordination efforts**.
3. **Confirm in writing**:
    - Full reimbursement of the **$4,360.00** owed to me;
    - That March rent (excluding all late fees) will be deducted from that amount;
    - That payment or formal acknowledgment of offset will be made **no later than 5:00 PM ET on Friday, March 21, 2025**.

C. Consequences for Non-Compliance

If you fail to comply in full by the stated deadline:

- I will immediately initiate **formal legal action**;
- I will file claims with:

    - The **Kentucky Attorney General**;
    - **HUD** under the **Fair Housing Act (42 U.S.C. § 3617)**;
    - The **California Superior Court**, naming Ivy and Highmark as **third-party defendants** in a **$5 million defamation and wrongful death conspiracy** case;
- I will subpoena all relevant staff and internal records;
- I will seek:
    - **Treble damages** under both federal and state housing laws;
    - **Damages for permanent personal injury**;
    - **Emotional distress, loss of housing stability, and financial harm**;
    - **Punitive damages** for retaliatory conduct and fraudulent concealment.

I recommend you consult with outside counsel if you have any uncertainty about what is at stake.

D. Summary

This is not a bluff. This is not posturing. This is the final moment to resolve a long-standing and highly documented pattern of abuse, mismanagement, and retaliation.

You may either:

- Step up, do the right thing, and limit your liability,
  or
- Continue on this path and face the consequences of a legal and reputational disaster far beyond the scope of a tenant dispute.

The choice is yours.

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."

The Little Prince *by Antoine de Saint-Exupéry*

On Wed, Mar 19, 2025 at 4:03 PM John Benz <John@rawnlawfirm.com> wrote:

> Dr. Feldman
>
> My name is John R Benz. I am an attorney with Rawn Law Firm, PLLC who represents the Ivy Apartments. They have forwarded me your recent correspondence. I am writing to inform you that your demands are not being accepted and are hereby rejected. I was also unable to locate your alleged lawsuit from March 2023 in any Kentucky Court records, as such I find it moot and irrelevant.
>
> When discussing your rent, you will be liable for rent up through the day you vacate and return possession of the property. Your move out day remains as stated in your original move out notice. A failure to vacate by that day will result in you being a willful holdover and subject to KRS 383.695. There will be no credits or free months for your rent. Pursuant to your lease agreement your rent remains due in full without demand on or before the first of each month. A failure to pay such can lead to your being sent a 7-day notice to pay or vacate and subject you to possible eviction.
>
> Next, your deposit will not be returned the day you move out. The Ivy will follow all guidelines and requirements of KRS 383.580 which allows them up to 30 days to inform you how your deposit was applied to any damages and what if any refund you are entitled to. You are hereby directed that you will need to schedule with the Ivy a day and time for your move out inspection. A failure to do such before vacating the property will be taken as your having waived the right to be present at your inspection.

The Ivy informs me that they do no pay referral bonuses or have no knowledge of your alleged “wine concession” do you have signed documents promising you either of these items. Also note that the Ivy and Highmark Residential have nothing to do with your alleged lawsuit in California and deny any involvement or knowledge of such.

I hope this addresses all your concerns. If you feel otherwise, feel free to contact my office.

Sincerely,

John R Benz, Esq.

Rawn Law Firm, PLLC
10000 Shelbyville Rd Suite 200

Louisville, KY 40223

Office: (502) 416-0150

Direct: (502) 888-1152

john@rawnlawfirm.com

www.rawnlawfirm.com

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Daniel Feldman (Daniel J Feldman, PhD)
<danieljfeldmanphd@gmail.com>

Formal Demand for Compliance, Compensation, and Lease Terms

Daniel J. Feldman, Ph.D. **<danieljfeldmanphd@gmail.com>** **Tue, Mar 18 at 5:06 PM**
To: The Ivy Apartment Homes <TheIvyApartmentHomes.Reply.Highmark@assist.rent>, P_The Ivy-CD <TheIvyCD@highmarkres.com>, P_The Ivy-ACD <TheIvyACD@highmarkres.com>, P_The Ivy-L1 <TheIvyL1@highmarkres.com>, P_The Ivy-L2 <TheIvyL2@highmarkres.com>, P_The Ivy-MS <TheIvyMS@highmarkres.com>, Jason Whitehouse <jwhitehouse@highmarkres.com>, Mary Beth Woodard <mwoodard@highmarkres.com>
Cc: Jo Anne Feldman <jojofeld@bellsouth.net>

Daniel J. Feldman, Ph.D.
8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223

March 18, 2025

Highmark Residential & VOC Phase I Owner, LLC
The Ivy Apartment Homes
3300 Altabrook Drive
Louisville, KY 40245

(Attachments: Affidavit from Jo Anne Feldman & Original Declaratory Judgment Filing)

Subject: Formal Demand for Compliance, Compensation, and Lease Terms RE: Apartment 3303 Storage Units S3 and S4

To Whom It May Concern,

I am writing to formally demand resolution of multiple violations and failures to adhere to our prior agreements regarding my lease at The Ivy Apartment Homes. Despite repeated attempts to engage with management, including my formal request for a response by December 6, 2024**, I have yet to receive any acknowledgment or action regarding my concerns. Your continued inaction and negligent behavior have**

directly impacted my ability to manage my housing situation, and I am now forced to take further legal and administrative action.

---

1. Previous Lawsuit & Violation of Settlement Terms

On March 3, 2023**, I filed a** declaratory judgment lawsuit **against The Ivy and Highmark Residential due to** harassment, discrimination, and wrongful eviction threats. **The lawsuit clearly demonstrated the** pattern of targeted harassment and bad-faith eviction threats **used against me.**

- **Within** 10 minutes of sending a courtesy copy of the lawsuit to Mary Beth Woodard**, she immediately** fired the manager responsible for the threats**.**
- As part of this resolution, Highmark Residential agreed to a moratorium on eviction threats and harassment.
- In reliance on this agreement, I withdrew the lawsuit.

Despite this, The Ivy has blatantly violated this agreement **and continued its** pattern of harassment, negligence, and financial misconduct.

---

2. Extension of Move-Out Date & Rent Waiver

Due to your prolonged negligence**, including failure to respond to my formal demands, I am** extending my move-out date to May 8, 2025**. This extension is necessary due to the significant delays caused by your inaction and mismanagement. Furthermore,** I do not acknowledge any financial responsibility for rent during April 2025**, as my ability to vacate was hindered solely by your failure to address my concerns in a timely manner.**

Additionally, on February 4, 2025, I submitted an official Notice of Intent to Move Out, which was a form provided by your office. **This document clearly outlined the reasons for my departure, yet you** have never signed, returned, or discussed it with me in any way, despite your own deadline of February 7, 2025**.**

I attempted to discuss this with your team dozens of times throughout February, including two unreturned calls to Mary Beth Woodard last week.

You must provide written confirmation that:

- My move-out date is extended to May 8, 2025.
- I am not financially responsible for rent in April 2025.

- No unauthorized entry or removal of my belongings from my apartment or storage areas will take place before my official move-out.

---

3. Security Deposit, Reimbursement of Expenses, and Rent Deduction

You currently owe me the return of my security deposit **and an additional $**3,360 in reimbursement**,** plus the unpaid referral award **(not included in the $3,360 total).**

Breakdown of Reimbursement Owed:

- **$**360 fraudulent pet fee charges **($30/month for a pet I no longer own, despite multiple removal requests).**
- **$**2,850 for two months of lost quiet enjoyment **(due to your refusal to address extreme noise disturbances).**
- **$**150 for the wine concession balance **that was improperly withheld.**
- The unpaid referral bonus **for Jason and Sean Frew, who have resided at The Ivy for the required period but** for whom you have refused to pay the promised award.

Additionally, March rent must be deducted from what you owe me**:**

- I made multiple attempts to discuss offsetting this with my outstanding balance, but my requests were ignored.
- Your refusal to process my financial claims in good faith left me no choice but to withhold payment until resolution.
- You cannot claim unpaid rent while simultaneously ignoring my valid financial claims for months.

---

4. Management’s Intentional Avoidance and Bad-Faith Conduct

- **Despite** knowing I am out of town**, you chose to** leave notices on my apartment door **instead of communicating via email or sending them to my official mailing address.**
- **On** Thursday, March 6, 2025**, I received an** urgent demand via email from Blake**, giving me** less than 24 hours' notice **to pay rent or face legal action.**
- **This demand is** deeply ironic**, given that** Blake, Shelley, Mary Beth Woodard, and Jason Whitehouse **have ignored my financial claims for** over eight months **while now suddenly making urgent demands.**
- Your refusal to engage in settlement discussions while simultaneously threatening legal action for rent you have ignored requests to offset is

clear evidence of bad faith and retaliation.

---

5. Denial of Mail and Prescription Medication Retrieval (Affidavit Attached)

Attached is an affidavit from my 81-year-old mother, Jo Anne Feldman**, detailing how after** driving in ice and snow**, she was denied access to retrieve my** life-sustaining medication **from your office.**

- **Despite previously** providing written authorization for her to retrieve mail on my behalf**, your new management falsely claimed I** "no longer live there" **and refused her entry to the package room, leaving** vital autoimmune medication inaccessible.
- **This reckless and negligent action has further compounded your liability and** endangered my health**, given that I suffer from** an autoimmune disorder similar to Lupus.

---

6. Conspiracy Claim Warning & Final Demand

I demand that you confirm, in writing, whether anyone at Highmark Residential or The Ivy Apartments has communicated with my former landlord, her attorneys, or her family regarding my tenancy in San Francisco from March 2013 to October 2020.

- **If you disclose that** such communications occurred and were based on slanderous claims**, I will** forego including you in the conspiracy claim **but will still hold you liable for your independent misconduct.**
- **However, if you** fail to disclose this information and I obtain proof through subpoenas**, I will** pursue a full conspiracy case against you.
- **My former landlord has** continued making knowingly false allegations against me**, which are the basis of a $**5 million lawsuit currently set for trial in August 2025 **where I am the** plaintiff**.**

---

7. Immediate Resolution Required

You are required to respond in writing by Friday, March 21, 2025, at 4**:**00 PM EDT **to confirm:**

- Acknowledgment of my extended move-out date to May 8, 2025.

- Agreement that no rent is due for April 2025.
- Commitment that you will not unlawfully enter or remove my belongings before May 8, 2025.
- Confirmation of the return of my security deposit on May 8 and an additional **$**3,360 in reimbursement by Friday, March 21, 2025, at 5**:**00 PM EDT.
- Confirmation that the March rent, without late fees, will be deducted from what you owe me.
- A direct statement confirming whether your company has had communications with my former landlord.

Failure to comply will result in formal complaints filed with the Kentucky Attorney General, the Fair Housing Authority, and legal action seeking punitive damages.

Sincerely,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."
The Little Prince by Antoine de Saint-Exupéry

On Thu, Mar 13, 2025, 08:35 The Ivy Apartment Homes <TheIvyApartmentHomes.Reply.Highmark@assist.rent> wrote:

> **Hello Daniel,**
>
> **We wanted to reach out and kindly ask if you could provide us with a date when you plan to pay your past due rent.**
>
> **We would like to make you aware that, if the payment is not received by Friday (03/14/25) at 12:00 PM, the account will be forwarded to our attorney and additional fees will be incurred.**
>
> **Please remember that payments must be made in the form of a cashier's check or**

money order.

Thank you for your understanding and cooperation. Please don’t hesitate to reach out if you have any questions or need assistance. We look forward to hearing from you soon.

Best Regards,

Christian Blake Heath at The Ivy Apartment Homes
(502) 401-1452
http://www.theivyapartmenthomes.com

3300 Altabrook Drive, Louisville, KY 40245

This email was sent to danieljfeldmanphd@gmail.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications from The Ivy Apartment Homes by clicking here. You can opt out of all email notifications from Milestone Investments, LLC by clicking here.

Letter to The Ivy 2025 JAF.pdf, Feldman v Highmark and VOC.pdf

SET TWO

NOTICE OF INTENT TO MOVE OUT THAT IVY AND COUNSEL HAVE FAILED TO ACKNOWLEDGE OR SIGN

RESIDENT'S NOTICE OF INTENT TO MOVE OUT

To be delivered to owner's representative

APARTMENT DESCRIPTION. Unit No. 3303, 13647 Aragon Way *(street address)* in Louisville *(city),* Kentucky, 40245 *(zip code).*

LEASE CONTRACT DESCRIPTION. Lease Contract date: March 12, 2024 Owner's name: SREIT Ivy Louisville, L.L.C.

Residents *(list all residents):* Daniel Feldman

Date you will move out and surrender Apartment: 8 April 2025

1. **CHANGES IN MOVE-OUT DATE.** Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the Apartment is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.

2. **DATE OF SURRENDER.** Under the Lease Contract, you *surrender* the Apartment for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
   - turn in all keys/access devices where you pay the rent;
   - the move-out date has passed and no one is living in the Apartment;
   - abandon the Apartment (as defined in the Lease Contract).

   All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the Apartment must sign a new Lease Contract.

3. **EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.

4. **HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.

5. **CLEANING.** Under the Lease Contract, you must leave the Apartment in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.

6. **FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.

7. **RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

8. **PROPER NOTICE.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract, even if your contract has become a month-to-month lease.

9. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification or disapproval before final refunding or accounting.

10. **DEPOSIT RETURN/MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

    At the termination of your tenancy, we'll inspect the Apartment and compile a listing of any damage to the Apartment which is the basis for any charge against the security deposit. We and you shall then sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If you refuse to sign such listing, you must state specifically in writing to which items on the list you dissent, and then sign such statement of dissent. If you dispute the accuracy of our final damage listing and choose to bring a claim against us for your security deposit, your claim is, by statute, limited to those items to which you specifically dissented, and if you fail to sign the listing or specifically dissent in accordance with this provision, you are not entitled to recover any damages under this Section. You have the right to inspect the Apartment to ascertain the accuracy of such listing. If you don't participate in the damages review, or you don't sign the damages list, you are accepting responsibility for all of the listed damages and charges. If no rent is due at the time of move-out, surrender or abandonment, we will mail you such list to the forwarding address you provide. If no forwarding address is provided, we will mail such list to your last known address. You will have 60 days from the mark date to contact us to receive your refund. If we have not received a response from you within 60 days of the postmark of our notification to you, we may remove the deposit from the account into which it was originally put, and retain it free from any claim by you or any person claiming it on your behalf.

11. **REASONS FOR MOVING.** *(Optional)*
Repeated threats to my residency based on frivolous claims, and repeated negligence of senior staff to be responsive for four months or more.

12. We can only accept your move-out notice if it is provided to us in the following way(s): _____

    If we don't receive and acknowledge your notice in writing, it may not be effective for the date you indicate.

© 2023, National Apartment Association, Inc. - 6/2023, Kentucky

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

I am moving out due to ongoing mismanagement, unaddressed issues, and repeated violations of agreements made by the home office. Most recently, I endured two months of nonstop barking from 4:30am unril 2pm every day including weekends from a dog. directly over my bed. New management, Blake and Katrina refused to investigate for two months and falsely accused me of harassment when I sought a conversation due to management negligence. This occurred while I was recovering from eye surgery, significantly affecting my ability to rest and heal, having to repeat the surgery, leaving my eye permanently bkind. Additionally, I had previous filed a lawsuit against the property stemmed from repeated, frivolous, and discriminatory eviction threats. I withdrew my complaint after an agreement with the Highmark home office in Dallas, ensuring me there would be no further threats to my residency unless for nonpayment or unequivocal threat of harm to persons/property. However, Blake and Mr. Whitehouse violated this agreement by issuing yet another baseless threat when I reported the noise disturbance. This marks the fifth time I was improperly threatened with eviction over frivolous claims. Mr. Whitehouse promised to call me four months ago, and has never made a single attempt.

Further, I am requesting the return of my $150 balance from the removed wine station. Management has failed to provide the necessary ledger to confirm my balance, but the lack of proper record-keeping does not absolve them of their responsibility to return my funds. Additionally, I referred a new tenant who remained for the required duration to qualify for an award. I inquired about this in December, set a deadline for a response, and was completely ignored. This is yet another example of this management team's pattern of negligence and failure to honor commitments.

Given these ongoing failures, I am requesting a refund of the referral award plus $3000 - two months' rent as compensation for the lack of quiet enjoyment of my apartment for two months, having to live over 12 months in fear I would lose my home due to unlawful discrimination, and the wine bar refund, not to mention the withdrawn legal claim and the management's failure to uphold the agreement made by the home office.

After those incidents, I vacated the apartment for the last two months due to the discomfort continuing to live there.

Your Signature or Signatures

Daniel J Feldmeier

Your Forwarding Address *(You must provide this information.)*

8809 Denington Drive
Louisville, KY 40223

You may be contacted now at:
Home phone: +1 (307) 699-3223
Work phone:
Date when you delivered this notice: 3 February 2025

FOR OFFICE USE ONLY
Owner's representative who received notice:
Date notice was received:
Move-out date was ❑ approved or ❑ disapproved

Owner's Acknowledgment of Receiving Move-Out Notice
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Unit No. 3303 in SREIT Ivy Louisville, L.L.C.

(name of community), or street address *(if house, duplex, etc.)*:

Date of intended move-out: 8 April 2025
If move-out is approved, prorated rent (if any) through move-out date: $ 3000 + referral award

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- ❑ We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your Apartment to others.
- ❑ We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- ❑ We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative:

Signature of our representative:

ALL STATE FILINGS PAGE 386

Authorization to Pick Up Mail, Packages, and Keys to Apartment and Storage

Daniel J. Feldman, Ph.D.

13647 Aragon Way Apt 303
Louisville, KY 40245
+1 (307) 699-3223
danieljfeldmanphd@gmail.com
11 February 2025

IVY Management
3300 Altabrook Drive
Louisville, KY 40245

Subject: Authorization to Pick Up Mail, Packages, and Keys to Storage and Apartment

Dear IVY Management,

I am writing to formally authorize either of my parents, Stephen Feldman or Jo Anne Feldman, to pick up my mail, packages out of the mail room, and gain entry into my apartment and two storage units on my behalf.

Below are the details of the authorized individuals: - Stephen Lee Feldman (Sep 14, 1942)

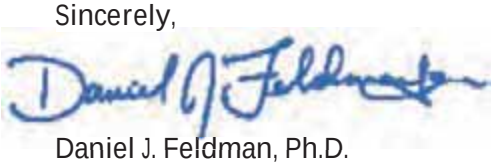
8809 Denington Drive, Louisville, KY 40222 - Jo Anne Feldman (Jan 27, 1944)

I kindly request that my keys be released to either of them upon presentation of valid identification. As the locks have been changed, I do not possess copies of the keys. It would be simpler for me to retrieve the new keys from my parents in the event I do make it back, and it is outside the IVY office hours, essentially locking me out of my apartment. They are also authorized to make copies of my keys and to be in my apartment as my representative to assist in removing items for a planned move out of April 8th. They are also permitted to designate other persons to organize, sell, and move my items from the premises.

Please contact me at +1 (307) 699-3223 if any further verification is needed.

Thank you for your assistance.

Sincerely,



Daniel J. Feldman, Ph.D.

SET THREE

AFFIDAVIT FROM JO ANNE FELDMAN REGARDING IVY MISCONDUCT AND OBSTRUCTION INCLUDING THE AUTHORIZATION LETTER TO ACT OF BEHALF OF DANIEL FELDMAN

AFFIDAVIT FROM JO ANNE FELDMAN RE: THE IVY

To Whom It May Concern.

My son, Dr. Daniel Feldman, is a resident at The Ivy. While he is away, he asked that my husband, Steve Feldman, and I, Jo Anne Feldman, be allowed to get the new apartment door key and post box key duplicated so we could retrieve his mail. We assumed that meant we could get all of his mail and his packages from the package room, just as he would do if he was there.

Dr. Feldman wrote a letter to The Ivy giving his permission for us to make duplicates of his keys and access the mail room. The letter was given to Alfredo on February 11, and he gave me the keys to be duplicated. I left my driver's license with him, which he returned to me when I gave him back the keys. I had to wait for the post office box key to be mailed to me. I am 81 years old and must use a rollator to get around. This is not an easy task with getting the rollator in and out of the car.

When I received the key, I went to The Ivy on February 26, 2025 to retrieve his mail. Since he had received notice that there was a package containing $100 worth of medication in the package room, I wanted to search the room to retrieve the package. One of the employees opened the mail room for me. Unfortunately, we didn't find the package on looking on two of the shelves. After talking with Dr. Feldman, he said the package could be anywhere since items were often misplaced. I went back to the office and was told that he no longer lived there, and they couldn't let me back into the package room to search further, that the employee who let me in was in the wrong, and he would have to talk with the carrier. For one thing, I think if you are paying rent to an apartment complex that does mean you live there. I left without being given access to the package room. I tried to explain that they had been given a letter giving them permission to let me pick up his mail, but she just kept saying he would have to call the carrier. The manager was quite terse with me.

I returned on Friday, February 28, to see if perhaps the medication had been put in his post box. It wasn't there. While I was standing there, an Amazon delivery person arrived and needed access to the package room. The manager came in and told him he would have to call his office to receive a code. The delivery person spoke very little English, and it was his first day on the job. He called his office, but because of the language barrier, he wasn't able to open the door because he didn't understand the person on the other end of the phone. He tried unsuccessfully several times to open the door. He had a bin full of packages to be delivered. I stayed with him because he was getting very confused. Then a resident came in and wanted to pick up a package in the room, and opened the door for him. I went in with him and searched every shelf with no luck. I then left with just the mail I had gotten out of the post box.

I have known Alfredo for four years, and he has always been kind to me. I don't know who the new manager is, but she lacks any compassion or understanding. In fact, I would say she is rude. Anyway, hopefully when I return to pick up the mail the next time, there will be no problem.

Thank you for "listening."

Jo Anne Feldman
8809 Denington Drive
Louisville, KY 40222
(502) 429-3567

SET FOUR

AUNANSWERED ATTEMPTS TO REACH JASON WHITEHOUSE REGARDING THE IVY BREACH OF THE LEASE AGREEMENT

Gmail Daniel Feldman <danieljfeldmanphd@gmail.com>

Scheduling a time to talk

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Wed, Nov 27, 2024 at 4:26 PM
To: "Whitehouse, Jason" <JWhitehouse@highmarkres.com>

Well, another week, another lie about getting back to me. It would be so ridiculous to be laughable except for the fact that I was made miserable for two months because of this exact kind of negligence. And not for the first time either. I had just redeveloped trust with Katrina that this kind of discriminatory negligence or abuse was a thing of the past. The Highmark home office in Dallas assured me that it was.

Please see what you can do to rebate the last two months of rent and let's put this latest debacle behind us. I never even had an apology from Blake for knowingly protecting a barking nuisance animal above my apartment not only to my detriment but to then accuse me of harassment for trying to handle the issue on my own.

Please get back to me as soon as possible about the rebate. Thank you.

On Fri, Nov 22, 2024, 18:36 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> Thanks so much for getting back to me. We can talk next week, that's fine. Enjoy your weekend!
>
> Warm loving peace to you,
>
> ***Daniel J. Feldman, Ph.D.***
> **Clinical Neuropsychologist (NYS#014127)**
> **and Touch Healer**
>
> 13647 Aragon Rd Apt 303
> Louisville, KY 40245
>
> (307) 699.3223
>
> ***"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."***
> *The Little Prince by Antoine de Saint-Exupéry*
>
> On Fri, Nov 22, 2024 at 5:04 PM Whitehouse, Jason <JWhitehouse@highmarkres.com> wrote:
>
> > Hello Danielle,
> >
> > I was told by the onsite team that your issue had been resolved. If this isn't the case, then please accept my apologies. When is a good time to connect? I'm currently on PTO however, since I misunderstood the situation, I'm happy to call you this evening or over the weekend. Next week would be my preference however, I'm happy to accommodate.
> >
> > Respectfully,
> >
> > HIGHMARK RESIDENTIAL
> >
> > **JASON WHITEHOUSE | Regional Manager**
> >
> > Highmark Residential | 3300 Altabrook Dr | Louisville, KY | 40245
> >
> > P: 502.550.6027 | jwhitehouse@highmarkres.com

From: Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>
Sent: Friday, November 22, 2024 10:13 AM
To: Whitehouse, Jason <JWhitehouse@HighmarkRes.com>
Subject: Re: Scheduling a time to talk

** EXTERNAL EMAIL

Mr. Whitehouse,

I am writing to express my deep frustration with the lack of response from you and the Ivy management regarding the serious issues I have repeatedly raised. Nearly a month has passed since your voicemail, yet I have received no follow-up despite the urgency of my concerns.

Dog Noise Complaint

As I had asserted, the persistent barking that disrupted my apartment daily for a minimum of 8 hours over two full months was indeed caused by the upstairs tenants' dog. The noise ceased immediately upon their departure. This fact was corroborated by:

My recordings of the barking from directly overhead and both sides of my apartment.

A witness who submitted a written statement confirming the dog belonged to the upstairs tenants.

Observations of the tenants leaving the apartment carrying an over-the-shoulder bag typically used for transporting a small dog.

From the beginning of Blake's involvement in this issue, it became apparent that he was aware of the dog and was not acting in good faith. Early on, Blake told me over the phone that he "shouldn't be telling me this," but the upstairs tenants were moving soon, and I should "just deal with it until they move." This admission clearly indicated he knew the dog belonged to the tenants directly above me. However, he later contradicted himself by claiming they didn't have a dog and instead blamed the noise on other tenants.

Further evidence of Blake's duplicity is his refusal to take meaningful action:

He claimed to have "investigated" by walking through the hallway, yet he never came to my apartment to hear the barking during the actual hours when it occurred (early mornings and midday), even though he and his staff were on-site during those times.

He described his inadequate hallway walk as "due diligence," which is entirely unacceptable given the circumstances.

He dismissed the issue as "non-urgent," despite the fact that it disrupted my ability to enjoy my apartment daily for weeks.

After ignoring my repeated communications, he issued a baseless warning accusing me of harassment, further compounding the problem.

Blake's behavior clearly demonstrates that his priority was not resolving the issue but rather protecting the tenants above me and avoiding potential conflict. His refusal to address the problem in good faith left me to endure months of relentless noise, disrupting my recovery from surgery and my peaceful enjoyment of my home.

Storage Unit Violations

Another concerning issue is the unauthorized access to both of my storage units.

1. The lock on one unit was changed without my knowledge or consent, leaving it inaccessible to me for over a week.

2. After I inquired about this violation, the lock on my second storage unit was also changed without notice or explanation.

This lack of transparency and disregard for my property is deeply troubling, especially considering that I have previously been victimized by Ivy staff. The former head of maintenance unlawfully entered my apartment and photographed my personal belongings without my consent. Despite this individual no longer working here, the recent storage unit violations feel like a continuation of the same disregard for my privacy and property.

My Requests

Given the mishandling of these situations and the distress they have caused me, I am requesting the following:

1. Refund of Two Months' Rent

Blake's decision to ignore the barking for two months and to dismiss my concerns directly impacted my ability to enjoy my apartment. Highmark should refund those two months of rent as compensation for my disrupted living conditions.

2. Apology from Blake

I expect an apology for the dismissive and accusatory treatment I received. Being treated as though I were the perpetrator of harassment rather than the victim of an unresolved nuisance is unacceptable.

3. Refund of Wine Card Balance

I have repeatedly asked for the refund of my wine card balance, which I prepaid in 2021. Despite my efforts, Ivy staff have failed to locate the ledger. Regardless, my possession of the card and the staff's acknowledgment of its existence warrant a resolution. I expect a full refund of the unused balance.

4. Explanation of Storage Unit Violations

I need a full explanation for why both of my storage units were accessed and had their locks changed without my knowledge or consent. These actions have raised significant privacy concerns, especially in light of my previous experience with unauthorized entry into my apartment by Ivy staff.

This lack of transparency and disregard for my property is deeply troubling, especially considering that I have previously been victimized by Ivy staff. The former head of maintenance unlawfully entered my apartment and photographed my personal belongings without my consent. Despite this individual no longer working here, the recent storage unit violations feel like a continuation of the same disregard for my privacy and property.

Next Steps

I need a clear and immediate response to these issues. The level of neglect I have experienced, including the two-month delay in meaningful communication from management, is unacceptable. I expect you to contact me directly, as promised, to address these matters without further delay.

Sincerely,

On Fri, Nov 8, 2024, 11:40 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> Mr. Whitehouse:

Thank you for your call. It is much easier for me to talk on the phone since I have had multiple retina surgeries since June and am now adjusting to being permanently blind in one eye and changing vision in the other. Reading and writing is very difficult unless I use voice texting which is also prone to errors.

My schedule is flexible, so please let me know a few hours in advance what works for you, and I will make myself available.

My situation with the dog in the upstairs apartment ended when they moved a few days ago, taking their dog with them. Unfortunately, m I could not get the office staff to do much of anything about it while it was going on for two months, every day, minimum 8 hours a day beginning around 430 or 5am screaming nonstop directly over my head from one side of the apartment to the other. Despite recordings and a witness who shared his account of the annoying dog multiple times, I could not get the staff to come over before noon to hear the nuisance, my emails would go unresponded to for weeks, I was told that the situation was not urgent, I was gaslighted multiple times being told that the upstairs neighbors did not have a dog, and worse, I was given a warning for being harassing to the dog owners who "didn't have a dog." While waiting for literally ANYONE at the Ivy to come and observe what I heard, I was informed there would be no further investigation into the matter as they had "completed [their] due diligence" without actually starting any investigation.

Two months is a long time to go with that level of nuisance hours before sunrise daily including weekends. A month ago I requested a refund of my lease for the length of time that the issue remained unaddressed. And the issue was never addressed but now has resolved because they moved out. I am offended that despite being victimized by my rude neighbors, the Ivy chose to gaslight me, ignore the problem, and worse, blame me as if I caused the issue.

And that's not all. When I moved into the ivy in 2020, I was a frequent user of the wine vendor station at the club house. I added money to it about 3 times, each about $150. Admittedly, it's been about two years since I last used it but it still had about $100 on it. When the staff told me last month that the wine station that had been removed was not gong to be replaced by current management, I inquired as to how to refund my money from my card. I have asked 3 times and was most recently told that my name is not in the ledger of ever purchasing credit for the wine station, which is absurd since I still have the cards for it. Without offering any solution, I was told that nothing could be done since my name was not in the ledger. Gaslighted again! When I actually said that, Ivy staff said "we are not gaslighting you!" What do you call telling me that there is no dog in the apartment upstairs and that I never purchased wine credits? It's worse than rude. I am out money AND for months the ability to have a peaceful apartment to recover from surgery.

And there's still more about locks that were changed on my storage without my knowledge, locking me out, and refusing to provide any information about it beforehand or asking for reasons afterwards, not restoring access to my unit for 4 or 5 days

Blake managed, or mismanaged, a lot of this, and has avoided discussing it with me or even apologizing for ridiculously gaslighting me about the dog and protecting the neighbors upstairs from my complaints, refusing to listen to what i was hearing any day before noon. I am not sure why this is all happening, but I would like it rectified.

Thanks and I look forward to hearing from you.

SET FIVE

UNANSWERED DEMAND FOR REIMBURSEMENT FROM IVY DEADLING DECEMBER 6, 2024

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

Follow-Up on Outstanding Issues: Referral Rewards and Wine Concession Refund

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Wed, Nov 27, 2024 at 4:50 PM
To: P_The Ivy-ACD <TheIvyACD@highmarkres.com>, P_The Ivy-CD <TheIvyCD@highmarkres.com>

Blake and Katrina,

I hope this message finds you well. I am writing to formally address two unresolved issues that I have not yet received responses to. Both matters have been pending for some time, and I would appreciate your prompt attention and resolution.

1. Referral Rewards for Jason and Sean Frew
Several months ago, I referred tenants Jason and Sean Frew, who moved into the property approximately three months ago. Before September, I was informed that a reward would be provided for making this referral. However, this is the first time I am following up on the matter, and I have yet to receive any referral rewards, whether monetary or through the BILT Rewards program. I kindly request that you review the records of their lease agreement and confirm the referral to ensure I receive the reward to which I am entitled under the program terms.

2. Refund for Unused Funds on the Wine Concession Card
In [2021/2022], I loaded $150 onto the wine concession card for use in the clubhouse. Unfortunately, the wine concession was discontinued in 2023, leaving a significant balance on my card. When I requested a refund for the remaining balance, I was informed that there is no record of the funds I loaded onto the card, which I find unacceptable.

The card I possess clearly includes a balance tracking system (via the embedded SIM card), and I would expect your team to investigate this matter further. Given that I was not notified of the concession's discontinuation or the need to address unused funds proactively, I believe the responsibility lies with property management to resolve this issue.

These two matters have gone unresolved for far too long, despite my repeated attempts to seek resolution. I kindly request an update on both issues no later than Friday December 6. Should you need any further information from me, I am happy to provide it to support your investigation.

Thank you for your attention to these matters. I look forward to your prompt response.

Sincerely,

Daniel J. Feldman, PhD
APT 3303
(307) 699-3223

SET SIX

COMPLAINT AGAINST HIGHMARK AND IVY REQUESTING DECLARATORY JUDGMENT FOR HARASSMENT AND DISCRIMINATION FILED AND WITHDRAWN SAME DAY IN MARCH 2023 WITH AGREEMENT WITH MARY BETH WOODARD FOR MORATORIUM ON FURTHER INSTANCES OF HARASSMENT USING FALSIFIABLE WARNINGS AND EVICTION THREATS

,
Daniel J. Feldman, Ph.D.
13647 Aragon Way Apt 303
Louisville, KY 40245
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN, Ph.D.

COMMONWEALTH OF KENTUCKY

DANIEL FELDMAN, Ph.D.., Plaintiff, v. VOC Phase I Owner, LLC; and HIGHMARK RESIDENTIAL, a corporation; and DOES 1-10, inclusive, Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY Judge: Action Filed: March 3, 2023 DECLARATORY JUDGMENT

To the Honorable Judge of the Circuit Court for Jefferson County

COMES NOW the Plaintiff, Daniel J. Feldman, Ph.D., respectfully moves this Honorable Court for a DECLARATORY JUDGMENT

Plaintiff, Daniel J. Feldman, Ph.D., brings this Complaint for Declaratory Judgment against Defendants, VOC Phase I Owner, LLC, owner of The IVY Apartment Homes, and HIGHMARK RESIDENTIAL, a property management company, and alleges as follows:

PARTIES

1. Plaintiff is a citizen and resident of Jefferson County who resides at 13647 Aragon Way, Unit 3303, Louisville, KY, 40245

2. Defendants are

a) the owner of The IVY Apartments at 3300 Altabrook Drive, Louisville, KY, 40245, which includes the residence of the Plaintiff and

b) a property management company organized under the laws of Texas and operating The IVY in Jefferson County with staff who are physically located on The IVY premises

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this action pursuant to KRS § 418.040 and personal jurisdiction over the parties.

4. Venue is proper in Jefferson County pursuant to KRS § 452.420, as the property where Plaintiff resides is located in Jefferson County.

FACTUAL ALLEGATIONS

5. Plaintiff has resided at the property owned by Defendant on or about December 10, 2020, and is currently pursuant to a residential lease agreement executed on November 21, 2022, for the term commencing on February 9, 2023, extending to March 8, 2024 (attached as Exhibit 1)

6. Defendant has made multiple threats of eviction against Plaintiff. These threats include three oral threats, one written threat in email (Exhibit 2), and one written14-day quit notice sent certified mail (Exhibit 3)

7. Plaintiff alleges that these threats of eviction are not breaches of the lease terms and are the result of discriminatory practices due to Plaintiff's identification as gay and constitute harassment and negligent infliction of emotional distress.

8. The threats of eviction have arisen from the following incidents:

a. Defendant claimed that Plaintiff caused a bug problem after Defendant refused to send an exterminator for more than three months. Plaintiff paid for exterminator services every month, but Defendant has stopped paying and was pocketing the monthly fee from all tenants (Exhibit 4)

b. Defendant claimed that Plaintiff violated the maintenance supervisor’s privacy by recording him on Plaintiff's home security camera while he was taking pictures of all of Plaintiff's belongings, including in closed cabinets and drawers, including jewelry, computers, medication, without Plaintiff's consent. (Exhibit 5 video, and Exhibit 6 emails)

c. Defendant threatened eviction because Plaintiff cleaned the kitchen counters, the bin for used coffee grounds, and coffee dispenser overflow with soap from the men's bathroom as no other soap was ever made available, and no staff cleaned them with soap, during the pandemic. (Exhibit 7 emails and Exhibit 8 videos)

d. Defendant threatened eviction because Plaintiff described the nature of the Defendant's allegations as frivolous as they are not breaches of the lease. Plaintiff described such behavior as criminal in certain states with "Karen Laws," applying to anyone of any gender, race, or age, and is a description of exactly this type of behavior, where laws and rules are fabricated and applied to others in a discriminatory manner with serious penalties, such as these exact eviction threats. Defendant threatened eviction on the claim that "Karen" was discriminatory language, and they had a zero-tolerance policy for discriminatory language. (Exhibit 2)

e. Defendant threatened eviction because Plaintiff sent a Facebook friend request to a staff member of the property management company who lives in Plaintiff's building in an attempt to locate him about a dangerous safety hazard on his balcony. (Exhibit 3, Exhibit 9 videos, Exhibit 10 emails and Exhibit 11 the offending Facebook exchange)

9. Plaintiff alleges that these threats of eviction are harassment and discrimination.

CAUSES OF ACTION

Count I: Declaratory Judgment

10. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1-9 of this Complaint.

11. Plaintiff seeks a declaration from this Court that Defendant's factual basis for eviction against Plaintiff are not breaches of the lease agreement.

Count II: Harassment

12. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1-9 of this Complaint.

13. If the Court finds that the Defendant's factual basis for eviction are not breaches of the lease agreement, Plaintiff requests the Court to determine if the threats of eviction constitute harassment.

14. Plaintiff also seeks an award of damages for negligent infliction of emotional distress caused by these threats over the past year, in an amount no less than the amount of Plaintiff's security deposit, six months rent, and reasonable moving expenses in the event a move is forced.

Count III: Restraining Order

15. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1-9 of this Complaint.

16. Plaintiff seeks a restraining order from this Court that prohibits the maintenance supervisor, also known as "Larry" from entering Plaintiff's home at any time in the future due to his unapologetic invasion of Plaintiff's privacy and hostile demeanor. (Exhibit 5)

17. Plaintiff remains concerned that Defendants will continue to falsify evidence or witnesses that would constitute a real breach of the lease agreement, if true, to remove Plaintiff. This was actually witnessed and recorded on Plaintiff's home security cameras as the entire contents of his apartment were photographed without his consent on a search to find ANY REASON at all to remove him from his home. (Exhibit 5) As such, Plaintiff seeks a stay on future forcible detainers for the remainder of this lease in the absence of unfalsifiable evidence of a real breach of the lease agreement or the Plaintiff poses an undeniable imminent threat to the health and safety of others.

PRAYER FOR RELIEF

18. Plaintiff seeks the following relief:

a. A declaratory judgment that Defendant's threats of eviction against Plaintiff are not based on breaches of the lease agreement and are discriminatory and constitute harassment.

b. An order from this Court that Defendant cease any further threats of eviction or retaliation, including a stay on forcible detainers in absence of unfalsifiable evidence that could not have been fabricated by the Defendant of a real breach of the lease agreement or the Plaintiff poses an undeniable imminent threat to the health and safety of others with similar unfalsifiable proof through the remainder of this lease term.

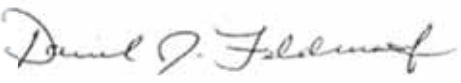
c. An award for negligent infliction of emotional distress caused by Defendant's threats of eviction over the past year in an amount no less than the amount of Plaintiff’s security deposit, six months rent, and reasonable moving expenses in the event a move is forced.

d. A restraining order that prohibits the maintenance supervisor from entering Plaintiff's home at any time in the future due to his unapologetic invasion of Plaintiff's privacy and hostile demeanor.

e. Any other relief that this Court deems just and proper.

WHEREFORE, Plaintiff respectfully requests that this Court grant the relief stated above and award Plaintiff costs, expenses, and attorneys' fees, and any other relief that this Court deems just and proper.

Respectfully submitted,



Daniel J. Feldman, Ph.D.
Plaintiff, pro se

13647 Aragon Way Apt 303
Louisville, KY 40245
Tel: (307) 699-3223

danieljfeldmanphd@gmail.com

Dated: March 3, 2023

EXHIBIT 1

Lease

https://drive.google.com/file/d/1rNy46qFyMSJoPYBNIdMvvBw8GUQGVI_J/view?usp=drivesdk

EXHIBIT 2
Emailed threat of eviction

EXHIBIT 3

14 Day Quit posted on door

EXHIBIT 4
Emails regarding Pest Control

EXHIBIT 5

Video of Larry and Exterminator

https://youtu.be/WyS06aXNPa4

EXHIBIT 6

Emails about Invasion of Privacy

EXHIBIT 7

Emails about the coffee dispenser and kitchen soap

EXHIBIT 8

Videos about the lack of staff maintenance and cleanliness in kitchen

EXHIBIT 9

Videos of safety hazards on balcony

https://youtu.be/HomFGnNNaek

EXHIBIT 10

Emails regading safety hazard on balcony

EXHIBIT 11

Facebook exchange with Alfredo

SET SEVEN

SAMPLE EVICTION NOTICE FOR SENDING A FACEBOOK FRIEND REQUEST TO A STAFF MEMBER

14-DAY LETTER: FIRST NOTICE.

March 2, 2023

Delivery via certified mail

Daniel Feldman
13647 Aragon Way
Unit 3303
Louisville, KY 40245

Dear Daniel,

Please be advised that the management of The Ivy Apartments is aware that you have contacted our employee via Facebook which disturbs or threatens the rights, comfort, and safety of our employee.

Pursuant to KRS 383.660 and KRS 383.560, you are hereby given (14) days notice from the date of this notice to remedy the breach of the rental agreement and the rules and regulations of the apartment community and cease and desist from this disturbance. If the breach is not remedied by the 15th day, the rental agreement shall terminate. If the apartment community continues to receive complaints and your lease terminates, it will be necessary for you to vacate the premises.

Respectfully,

The Ivy Management

EXHIBIT B – EVICTION COMPLAINT FILED WITHOUT NOTICE AGAINST PLAINTIFF IN RETALIATION FOR FILING THIS TRO APPLICATION

Filed 25-C-003961 04/01/2025 David L. Nicholson, Jefferson Circuit Clerk

NOT ORIGINAL DOCUMENT
04/03/2025 09:47:49 AM
BRIONAYOUNG@KYCOURTS.N

AOC-216 Doc. Code: PFD
Rev. 4-23
Page 1 of 1
Commonwealth of Kentucky
Court of Justice www.kycourts.gov
KRS 383.200

FORCIBLE DETAINER COMPLAINT

Case No. 25-C
Court District
County Jefferson
Division Forcible Detainer

Provide Name, Address, and Phone Number for both Plaintiff (Landlord) and Defendant (Tenant)

LANDLORD/PLAINTIFF

Name: Highmark Residential LLC for SREIT Ivy Louisville, L.L.C.
Address: 3300 Altabrook Drive, Louisville, KY 40245 (Street, Including Apt. #) (City, State) (Zip Code)
Phone number: 502-401-1547

VS.

TENANT/DEFENDANT

Name: Daniel Feldman & All Other Occupants
Address: 13647 Aragon Way Unit 3303 a/k/a Unit 303, Louisville, KY 40245 (Street, Including Apt. #) (City, State) (Zip Code)
Phone number: 267-292-7460

Comes the Plaintiff and for his/her complaint states that:

1. On the 12th day of March, 2024, Defendant(s) contracted to lease 13647 Aragon Way Unit 3303 a/k/a Unit 303, located at Louisville, KY 40245 under a ☑ **written** OR ☐ **oral lease** with Plaintiff as lessor;
2. Under the lease terms, **Defendant(s) agreed to pay** $1,248.00 per ☐ day ☐ week ☑ month, payable on the 1st day of each ☐ week ☑ month ☐ year as rent;
3. Defendant(s) has/have breached the lease because of the following: *(check all that apply)*
   ☑ Failure to pay rent for the ☐ day ☐ week ☑ month ☐ year of March 2025 in the amount(s) of $1,248.00 and has/have not paid late fee for the ☐ day ☐ week ☑ month ☐ year of March 2025 in the amounts of $100.00.
   As of March 19th (date), 2025 the total amount of back rent and late fee(s) owed to the Plaintiff from the Defendant(s) is: $1,588.54.
   ☐ Failure to vacate following expiration of lease.
   ☐ Other violation of lease:
   Non-Payment of rent and late fees for March 2025, plus an outstanding balance of $240.54.
4. Plaintiff gave Defendant(s) written notice to vacate on March 19th, 2025. Defendant(s) has/have not vacated.

WHEREFORE, Plaintiff **alleges** Defendants unlawfully and forcibly detain the premises, **and demands** possession of the premises be delivered to Plaintiff, as well as any and all other relief to which he/she may be entitled. I hereby certify I am the owner/attorney of the above-named property.

Michelle R. Rawn
Landlord/Attorney Signature

502-416-0150 / michelle@rawnlawfirm.com
Phone Number

Michelle R. Rawn, Esq. Rawn Law Firm, PLLC
Landlord/Attorney Name *(Please Print)*

10000 Shelbyville Road Suite 200 Louisville, KY 40223
Landlord/Attorney Address

Subscribed and sworn to before me this 1st day of April, 2025. My commission expires: October 31, 2027.

Signature
KYNP80336 Notary Public
Title

Filed 25-C-003961 04/01/2025 David L. Nicholson, Jefferson Circuit Clerk

Presiding Judge: HON. LISA L. LANGFORD (730072)

PFD : 000001 of 000001

EXHIBIT C – LETTER FROM FELDMAN TO THE IVY REFUSING THEIR "OFFER"

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

LEGAL NOTICE – Rejection of Offer, TRO Filing, and Continued Possession of Apartment 3303 and Storage Units S3 & S4

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Mon, Mar 31, 2025 at 10:53 AM
To: Michelle Rawn <Michelle@rawnlawfirm.com>, John Benz <John@rawnlawfirm.com>, Jason Whitehouse <jwhitehouse@highmarkres.com>, "Woodard, Mary Beth" <mwoodard@highmarkres.com>, P_The Ivy-CD <TheIvyCD@highmarkres.com>, P_The Ivy-ACD <TheIvyACD@highmarkres.com>, evictions@rawnlawfirm.com, collections@rawnlawfirm.com
Cc: Jo Anne Feldman <jojofeld@bellsouth.net>

SUBJECT: LEGAL NOTICE – Rejection of Offer, TRO Filing, and Continued Possession of Apartment 3303 and Storage Units S3 & S4

March 31, 2025
From: Daniel J. Feldman, Ph.D.
Resident – Apartment 3303
Legal Possessor – Storage Units S3 and S4
The Ivy Apartment Homes

To All Counsel and Management:

This message serves as formal legal notice of the following:

I. TRO FILING AND ATTACHED MATERIALS

I am filing today a **Motion for Temporary Restraining Order (TRO)** in Jefferson County Circuit Court. The TRO seeks to prohibit any interference with my legal possession of:

- **Apartment 3303**, and
- **Storage Units S3 and S4**

Attached to this message and included in the court filing are:

- The full **TRO Motion (March 2025)**
- The full **HUD Complaint** submitted under 42 U.S.C. § 3617
- Formal **Bar Complaints** filed against John R. Benz and Michelle Rawn

The HUD Complaint has been forwarded to the following agencies:

- Complaint submitted to the **Kentucky Attorney General's Consumer Protection Division**
- Notification to the **Fairness Campaign** (LGBTQ+ Civil Rights & Housing Justice)

Summaries of these complaints, absent personally identifiable information, are being shared across multiple social media sites to warn potential tenants of the baseless discriminatory and harassing environment of the community management and owners. Specific complaints made against the Rawn firm and the misconduct of Mr. Benz and Ms. Rawn are being posted on lawyer review websites.

Please note that this response accompanies the immediate filing of my Motion for Temporary Restraining Order with Jefferson County Circuit Court.

All supporting documents for the ex parte motion — including declarations, memorandum of points and authorities, and exhibits — will be served **under separate cover** and filed with the court as part of the complete evidentiary record.

II. April 8 Surrender Date is Rescinded – I Will Not Vacate

I have formally rescinded my February 4 move-out notice. This rescission is now part of the official court record.

- I **retain legal possession** of Apartment 3303 and both storage units.
- I **will not vacate** on April 8, 2025.
- Any entry, lockout, or removal of my property will constitute **trespass**, **conversion**, **retaliation**, and **potential contempt of court**.

III. Your "Offer" is Legally Deficient and Rejected in Full

The March 28 "offer" from Ms. Rawn is rejected because it:

- Provides **no option to pay rent**
- Offers **no alternative remedy or payment plan**
- Demands a **complete waiver of all legal rights and pending claims**
- **Fails to acknowledge or offset** the $4,360+ in documented reimbursement claims
- Contains **no good-faith language, acknowledgement, or legal validity**

This is not negotiation — it is a **continued obstruction tactic** and a baited trap to falsely claim non-payment and pursue unlawful possession.

IV. Legal Authority Supporting My Position

I am proceeding under:

- **KRS § 383.695(2)** – Landlord cannot claim holdover where valid notice was ignored
- **KRS § 383.705** – Retaliation and coercive action are prohibited
- **KRS § 383.615** – Requires landlords to process notices in good faith
- **KRS § 344.040 / § 344.280** – Disability and retaliation protections
- **42 U.S.C. § 3617 / § 3613(c)** – Fair Housing Act retaliation and treble damages
- **Setoff Doctrine (Contract Law)** – Permits rent withholding where landlord owes a financial debt
- **ADA** – Disability discrimination and failure to accommodate

Precedent cases supporting my position include:

- *Foster v. West Plaza*, 371 S.W.3d 908 (Ky. App. 2012)
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
- *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014)
- *Tenenbaum v. Williams*, 880 F. Supp. 2d 162 (D. Conn. 2012)
- *Reste Realty Corp. v. Cooper*, 251 A.2d 268 (N.J. 1969)
- *Brown v. Southall Realty Co.*, 237 A.2d 834 (D.C. Ct. App. 1968)

V. Final Position

I intend to remain in possession of **Apartment 3303 and Storage Units S3 and S4**, **month-to-month**, as permitted under Kentucky law, and pursuant to the Ivy's failure to process my February 4 notice.

No rent or penalties may lawfully be demanded unless and until:

- Defendants provide a valid written accounting and method of payment;
- Apply setoff against the documented $4,360+ in unreimbursed tenant claims;
- Cease all retaliation, coercion, and obstruction of communication.

Until these conditions are met, and in light of the violations of **KRS §§ 383.695(2), 383.705, and 383.615**, I assert that:

- **Any attempt to enforce rent without compliance is unlawful**,
- **My possession remains lawful**, and
- **I am not financially liable for any claimed balance** arising from the Defendants' own failure to perform.

I will not surrender possession, rights, or remedies under coercion. This matter is now before the court.

Sincerely,
Daniel J. Feldman, Ph.D.
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

On Fri, Mar 28, 2025 at 2:07 PM Michelle Rawn <Michelle@rawnlawfirm.com> wrote:

> Dr. Feldman,
>
> Our clients, Highmark Residential LLC for SREIT Ivy Louisville, L.L.C., has authorized me to make the following offer:
>
> Your lease for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, will terminate effective 11:59 pm (EST) on April 8, 2025;
>
> You will remove all of your belongings and return the keys for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, on or before 11:59 pm (EST) on April 8, 2025;
>
> You will leave all keys, key fobs (if applicable), mail box keys, etc. in the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, and lock the door as you leave;
>
> Our clients will inspect the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, between 9:00 and 10:00 am (EST) on April 9, 2025, to confirm compliance with this agreement;
>
> Our client will agree to remove any charges from your account as long as you have fully vacated and surrendered the keys on or before 11:59 pm (EST) on April 8, 2025, leaving you with a $0.00 balance owed;
>
> Neither party is acknowledging any default or claim of any kind;
>
> All parties will sign a full and complete release and satisfaction of any and all claims, known or unknown, that any party may have against the other;
>
> This agreement will be confidential and all parties agree not to disclose any information about the other parties; and
>
> Dr. Feldman will withdraw, rescind or dismiss any complaints or claims filed against any party affiliated with The Ivy, including but not limited to any owner, agent, employee or contractor, of Highmark Residential LLC; any owner, agent, employee or contractor of SREIT Ivy Louisville, L.L.C., any owner, agent, employee or contractor of Rawn Law Firm, PLLC.
>
> This offer shall remain open until 4:00 pm, EST, on Monday, March 31. 2025. Thank you.

Michelle R. Rawn, Esq.

Rawn Law Firm, PLLC

10000 Shelbyville Road, Suite 200

Louisville, KY 40223

Phone: 502-416-0150

Cell: 502-639-9396

Fax: 502-276-0607

Email: Michelle@rawnlawfirm.com

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

---

3 attachments

John Benz and Michelle Rawn KYBar Complaints Feldman Mar2025.pdf
597K

HUD Complaint Feldman IVY March 2025.pdf
4752K

20250331 TRO Ex Parte Request Feldman v IVY Highmark RawnLaw.pdf
110K

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 2, 2025 **SWORN DECLARATION OF DEFENDANT IN SUPPORT OF MOTION TO DISMISS AND MOTION FOR SANCTIONS**

TO THE HONORABLE JUDGE OF THE JEFFERSON DISTRICT COURT, FORCIBLE DETAINER DIVISION:

VERIFIED DECLARATION OF DANIEL J. FELDMAN

I, Daniel J. Feldman, Ph.D., declare under penalty of perjury under the laws of the Commonwealth of Kentucky and the United States that the following is true and correct to the best of my knowledge and belief:

1. I am the Defendant in the above-captioned matter and submit this declaration in support of my Motion to Dismiss and Motion for Sanctions.
2. I have been a tenant at The Ivy Apartments since 2020. I am a licensed clinical neuropsychologist and a permanently disabled individual. My disability status is documented and recognized under federal and state law.
3. This is not the first time Plaintiff or its agents have attempted to unlawfully remove me from my home. Over the last three years, I have been subjected to a sustained campaign of harassment, obstruction, and retaliation, including repeated false threats of eviction, fabricated lease violations, and refusal to process rent payments or communications.
4. On **March 28**, **March 29**, and **March 31**, 2025, I submitted e-mails offering to pay full rent **under protest**, citing specific amounts and offering multiple delivery options (Exhibit A, pp. 41–42, 125–126). No payment instructions were ever provided. This pattern of refusal has been ongoing for months and is documented in detail in my Supplemental Declaration (Exhibit A).
5. My efforts to resolve the matter outside of litigation were entirely ignored. When I requested a W-9, ACH routing, or portal access, I received no response. Instead, the Plaintiff filed this eviction complaint the **day after** receiving my TRO packet.
6. On **April 2**, **April 7**, and **April 14**, 2025, I submitted formal **ADA accommodation requests**, including a request for remote appearance and electronic filing, consistent with Title II of the Americans with Disabilities Act (42 U.S.C. § 12132). No court order or response was issued.
7. As of the date of this filing, I still have not been granted access to the court by any remote means, nor been permitted to file electronically, despite my medical documentation and

repeated written requests. Plaintiff's counsel, by contrast, has filed multiple pleadings electronically and has been granted full procedural access.

8. The differential treatment between me as a disabled pro se litigant and Plaintiff's counsel is a **violation of the Fourteenth Amendment's Equal Protection and Due Process Clauses**, as well as **Kentucky Constitution §§ 2 and 14**, which guarantee equal access to the courts.
9. On **April 21, 2025**, the U.S. Department of Housing and Urban Development confirmed service of my verified HUD Complaint to Plaintiff (FHAP #C00-HO865 / HUD #04-25-8419-8), alleging retaliation and obstruction in violation of the Fair Housing Act (42 U.S.C. § 3617). (Exhibit A, pp. 10–14)
10. Despite the above, Plaintiff has falsely certified in multiple filings that I made "no rent offers" and that no ADA or accommodation requests were pending. These statements are contradicted by the very records and correspondence in their possession.
11. I respectfully invoke **KRS § 383.695(2)** (prohibiting eviction where the landlord failed to process a lawful notice), **KRS § 383.705** (prohibiting retaliatory conduct), and **KRS § 383.615** (requiring good-faith processing of notices), all of which are implicated by Plaintiff's filings.
12. My 81-year-old mother has been forced to physically file documents on my behalf five separate times—on April 2, 7, 9, 14, and May 1—because the court has not provided an ADA-compliant means for me to file electronically. Her health is fragile, and each trip placed her at risk.

13. I have incurred substantial out-of-pocket expenses—filing fees, printing, mailing, parking—solely to respond to Plaintiff's knowingly false pleadings. I will submit a verified cost affidavit within ten (10) days of this filing.

14. I incorporate by reference the entirety of my April 7, 2025 Supplemental Declaration, filed in Circuit Court Case No. 25-CI-002530, as **Exhibit A** to this filing. It contains all referenced communications, incident summaries, medical facts, and sworn records.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 2nd day of May 2025.

Louisville, Kentucky

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699–3223

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 2, 2025 **SWORN AFFIDAVIT OF JO ANNE FELDMAN IN SUPPORT OF DEFENDANT'S MOTION TO DISMISS AND MOTION FOR SANCTIONS**

TO THE HONORABLE JUDGE OF THE JEFFERSON DISTRICT COURT, FORCIBLE DETAINER DIVISION:

I, Jo Anne Feldman, being of sound mind and over the age of eighteen, do hereby swear and affirm the following:

I. Background and Court-Related Physical Deliveries

1. I am the 81-year-old mother of Dr. Daniel J. Feldman, the Defendant in the above-captioned matter. I assist him with court filings solely because he is disabled, and the Jefferson County courts have repeatedly refused to provide a reasonable ADA accommodation—specifically, the ability to submit court documents electronically.
2. I suffer from chronic obstructive pulmonary disease (COPD) and require the use of a medical walker. Despite these serious health limitations, I have physically delivered my son's legal filings to the Jefferson Circuit Court on multiple occasions in April 2025 because the court has denied him the right to file electronically, despite verified disabilities and an ADA request on record.
3. The specific dates on which I personally delivered filings to the court include:
    - **April 7, 2025** – Supplemental declaration and TRO filing
    - **April 9, 2025** – Second supplemental declaration and supporting evidence
    - **April 15, 2025** – Notice of Intent to File Motion for Reconsideration
    - **April 21, 2025** – Motion for Clarification and two Motions for Reconsideration
4. My son's initial TRO packet was delivered on April 2, 2025, not by me, but by staff from the Fairness Campaign. Every subsequent filing has required me, an elderly and medically vulnerable woman, to physically access the court and submit documents that should have been accepted electronically.
5. I have no legal training and do not represent my son in any professional capacity. The only reason I have been compelled to engage in this process is because the court system has imposed unequal procedural barriers on him as a disabled pro se litigant.
6. The **Fourteenth Amendment to the United States Constitution** provides:

"No State shall... deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

Additionally, **Section 14 of the Kentucky Constitution** states:

"All courts shall be open, and every person for an injury done him in his lands, goods, person or reputation, shall have remedy by due course of law, and right and justice administered without sale, denial or delay."

Furthermore, **Section 2 of the Kentucky Constitution** declares:

"Absolute and arbitrary power over the lives, liberty and property of freemen exists nowhere in a republic, not even in the largest majority."

These provisions affirm that all individuals, regardless of representation status, are entitled to equal access to the courts and the administration of justice. It is deeply concerning that the Jefferson County courts have not upheld these constitutional guarantees.

II. February 26 and 28, 2025 Incidents at The Ivy Apartments

7. I am the 81-year-old mother of Dr. Daniel Feldman. I use a rollator (a wheeled walker) to walk, and it is physically challenging for me to enter and exit a vehicle or navigate stairs. Nevertheless, on **February 26, 2025**, I traveled to The Ivy Apartments during active winter weather warnings—when schools were closed due to snow and ice—to retrieve my son's **autoimmune medication, valued at over $1,000**, and to deliver documents related to his tenancy and rent payment. I was acting under a **sworn and notarized written authorization** signed by my son and previously submitted to Ivy staff on **February 11, 2025**, giving me permission to retrieve mail, access packages, and make payments or logistical arrangements on his behalf.

8. On February 26, I entered the leasing office and explained my purpose. A staff member opened the mailroom, and I searched for the medication, but could not locate it. I returned to the office to explain that I had not found it, and I was abruptly told that my son "no longer lives here," and that I should leave. I was denied any further access. The staff stated that the employee who had let me into the mailroom had been "in the wrong." My efforts to explain my written authorization were dismissed. The tone of the interaction was hostile and humiliating. **My son was on a live video call with me during this exchange and personally witnessed everything as it occurred.**

9. On **February 28, 2025**, I returned to The Ivy a second time to again try to retrieve the medication and check the mailbox. An Amazon delivery driver was struggling to access the building and mailroom due to a language barrier, and a tenant let both of us into the package room. I searched again, and again did not find the medication. I was able to access the standard mailbox and retrieve a few pieces of mail, but the package containing

my son's vital medication was not there. No staff assisted me or acknowledged my authorization, and I was treated as if I had no right to be on the premises.

10. I had also intended, with my son's consent, to offer to make a rent payment on his behalf that day. However, due to the hostile response and the immediate refusal of entry, **the opportunity to even make this offer never arose**. I was physically and summarily dismissed before any such discussion could take place. This was not only a denial of access, but a denial of my son's right to housing continuity, medical care, and representation through an authorized proxy.
11. I had known some staff at The Ivy for years, including Alfredo, and found them to be respectful in the past. However, the behavior of the new management team during these incidents was markedly different—**rude, dismissive, and entirely lacking in compassion or accommodation**. It was clear to me that the treatment I received was not accidental or isolated, but part of an ongoing pattern of **retaliation and procedural obstruction** directed toward my son, which I had already witnessed over months and years.

III. May 1, 2025 – Phone Call with Jefferson District Court Regarding ADA Denial

12. On the morning of **May 1, 2025**, at approximately **10:23 AM local time**, I participated in a phone call with my son, Dr. Daniel Feldman, to the **Jefferson District Court Clerk's Office**, using the main civil division number: **(502) 595-4475**. The call lasted **12 minutes and 13 seconds**. We spoke with a male court staff member, whose name was not provided.
13. During the call, my son asked if he could file a **Motion to Dismiss** electronically due to his documented disability, as he is a pro se litigant with an ADA accommodation request already on record. The court employee stated unequivocally that **"only attorneys can file electronically"** and that **pro se litigants must appear in person**, even if they are disabled or have ADA paperwork on file.
14. My son responded by explaining that this violates the **Fourteenth Amendment of the U.S. Constitution** and **Title II of the Americans with Disabilities Act**, which prohibit discriminatory barriers to public access based on disability or representation status. The court staff member responded with a laugh and said, **"We've heard that many times before,"** and reiterated that "it's the rule." No further accommodation or solution was offered.
15. I personally heard the entire exchange and can verify that the staff member acknowledged the ADA implications, but continued to enforce a policy that discriminates against pro se disabled litigants. My son had clearly identified himself as a disabled person under the ADA, and the court staff showed no concern or procedural flexibility in response.

16. We also asked whether the court was open the following day, **May 2, 2025 (Kentucky Oaks Day)**. The court staff member informed us that the court would **close at noon** and that **any physical filings would need to be delivered before that time** to be accepted.

17. Once again, I was left with the burden of delivering the documents in person, despite my age, medical condition, and the clear violation of my son's federally protected right to equal access. This burden has become routine—not because of a lack of options, but because **the court refuses to offer the accommodations it is legally obligated to provide**.

IV. Declaration and Signature

I declare under penalty of perjury under the laws of the Commonwealth of Kentucky and the United States that the foregoing is true and correct to the best of my knowledge and belief.

.

Executed on May 1, 2025

Louisville, Kentucky

Jo Anne Feldman (May 1, 2025 14:32 EDT)

Jo Anne Feldman

8809 Denington Dr
Louisville, KY 40223
(502) 429-3567
jojofeld@bellsouth.net

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 2, 2025 **REMOTE APPEARANCE AND ADA ACCOMMODATION REQUEST FOR FORCIBLE DETAINER TRIAL AND PRETRIAL HEARINGS**

TO THE HONORABLE JUDGE OF THE JEFFERSON DISTRICT COURT, FORCIBLE DETAINER DIVISION:

Comes now Defendant, Daniel J. Feldman, pro se, and pursuant to Ky. CR 7.02, Jefferson District-Court Local Rule 304, Jefferson Remote Proceedings Rule 3.2, and Title II of the ADA (42 U.S.C. § 12132), respectfully requests leave to appear by secure video at the 13 May 2025 trial and all interim hearings.

1. I am a qualified individual with a disability (autoimmune disorder, permanent vision loss, mobility limits).
2. Written ADA requests were filed 2 Apr, 7 Apr, and 14 Apr 2025 with no ruling.
3. No objection was raised by Plaintiff's counsel for the similar request in Circuit Court; and video is feasible.
4. Remote appearance will protect my health, ensure equal access, and avoid delay.
5. **Request for Electronic-Filing Accommodation.** Plaintiff's counsel files all pleadings through the Kentucky eCourt eFiling system, giving them instant docketing and service. As a qualified individual with a disability, Defendant respectfully requests an ADA accommodation that permits him to (a) file documents in this case by e-mail or through the eCourt portal and (b) receive all service electronically, so that he may participate on equal footing with represented parties, consistent with Kentucky Supreme Court Administrative Order 2013-22 (eFiling Rules) and 28 C.F.R. § 35.130.

WHEREFORE, Defendant prays that the Court enter the attached order

a) granting remote video appearance;

b) directing the Clerk to issue Zoom credentials two business days before each hearing; **and**

c) authorizing Defendant to file and receive all documents in this action electronically, on the same terms afforded to Plaintiff's counsel.

Respectfully submitted,

Daniel J. Feldman, Ph.D., Pro Se

[Proposed] Order Granting

Motion to Dismiss

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Order Filed: **[PROPOSED] ORDER GRANTING** **MOTION TO DISMISS**

This matter having come before the Court on Defendant's Motion to Dismiss pursuant to CR 12.02, and the Court being otherwise sufficiently advised, IT IS HEREBY ORDERED:

1. Plaintiff's forcible-detainer complaint is hereby **DISMISSED WITH PREJUDICE**.
2. This matter is STRICKEN from the docket.

So **ORDERED** this ___ day of _____, 2025.

_____

Judge, Jefferson District Court

[Proposed] Order Granting

Motion for Sanctions

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Order Filed: **[PROPOSED] ORDER GRANTING** **MOTION FOR SANCTIONS**

ORDER IMPOSING SANCTIONS

This matter having come before the Court on Defendant's Motion for Sanctions pursuant to CR 11, and the Court being otherwise sufficiently advised, IT IS HEREBY ORDERED:

1. Plaintiff and/or its counsel shall pay monetary sanctions in an amount to be determined following submission of Defendant's verified cost affidavit.
2. Defendant shall file such affidavit within ten (10) days of entry of this Order.

3. As additional equitable relief, the Court finds that:
    - Defendant submitted a valid Notice of Intent to Move Out on February 4, 2025;
    - Plaintiff refused to process that notice, causing the lease to renew automatically under its terms;
    - Defendant timely rescinded the move-out notice and reasserted lawful possession; and
    - Under **KRS § 383.695(2)** and **KRS § 383.705**, Plaintiff is barred from pursuing eviction based on non-payment or move-out failure under these circumstances.
4. Accordingly, the Court confirms that **Defendant retains lawful possession** of the leased premises through the end of the renewed lease term.
5. The Court reserves ruling on any further relief pending review of the verified affidavit and supporting documentation.

SO ORDERED this _____ day of _____, 2025.

DISTRICT COURT JUDGE

[Proposed] Order Granting

Remote Appearance

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Order Filed: **[PROPOSED] ORDER GRANTING** **REMOTE APPEARANCE AND ADA ACCOMODATION**

ORDER GRANTING REMOTE APPEARANCE AND ADA ACCOMMODATION

This matter having come before the Court on Defendant's Motion for Remote Appearance and ADA Accommodation, and the Court being otherwise sufficiently advised, IT IS HEREBY ORDERED:

1. Defendant, Daniel J. Feldman, shall be permitted to appear by secure video platform (Zoom or equivalent) at all hearings in this matter, including trial.
2. The Court notes that Defendant previously raised this request in the companion Circuit Court case (No. 25-CI-002530), and **Plaintiff did not object to remote appearance** at that time.
3. The Clerk shall issue video-conference credentials to the parties no later than two (2) business days prior to each hearing.
4. Defendant may file and receive all pleadings in this action electronically, by e-mail or other secure means, in accordance with ADA Title II and applicable local e-filing protocols.

SO ORDERED this _____ day of _____, 2025.

DISTRICT COURT JUDGE

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 2, 2025 **NOTICE OF DEFENDANT'S MOTION TO DISMISS AND MOTION FOR SANCTIONS**

TO THE HONORABLE JUDGE OF THE JEFFERSON DISTRICT COURT, FORCIBLE DETAINER DIVISION:

Comes now Defendant, Dr. Daniel J. Feldman, and hereby gives notice that the following pleadings and supporting papers are being filed contemporaneously in this matter:

1. Motion to Dismiss and to Impose Sanctions (CR 12.02 / CR 11)
2. Memorandum of Points and Authorities in Support of the Motion

3. Verified Declaration of Daniel J. Feldman
4. Sworn Declaration of Jo Anne Feldman
5. Motion for Remote Appearance and ADA Accommodation
6. Proposed Order – Remote Appearance / ADA Accommodation
7. Proposed Order – Granting Motion to Dismiss
8. Proposed Order – Imposing CR 11 Sanctions
9. Composite Exhibit A (filed in Circuit Court 25-CI-002530 on 7 April 2025)
10. Certificate of Service

These documents are submitted to provide the Court with the factual record and legal authority necessary to rule on the requested relief.

Respectfully submitted this 2nd day of May 2025

Daniel J. Feldman, Ph.D.
Defendant, Pro Se
8809 Denington Dr.
Louisville, KY 40222
(307) 699-3223 danieljfeldmanphd@gmail.com

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 2, 2025 **PROOF OF SERVICE OF DEFENDANT'S MOTION TO DISMISS AND MOTION FOR SANCTIONS**

PROOF (CERTIFICATE) OF SERVICE

I, **Daniel J. Feldman, Ph.D.,** certify that on **2 May 2025** I served true and correct copies of the following papers in *Highmark Residential / SREIT Ivy Louisville, LLC v. Daniel J. Feldman*, Jefferson District Court, Case No. 25-C-003961:

1. Motion to Dismiss and to Impose Sanctions (CR 12.02 / CR 11)
2. Verified Declaration of Daniel J. Feldman

3. Sworn Declaration of Jo Anne Feldman
4. Memorandum of Points & Authorities in Support of Motion to Dismiss and for Sanctions
5. Proposed Order Granting Motion to Dismiss
6. Proposed Order Imposing CR 11 Sanctions
7. Motion for Remote Appearance and ADA Accommodation
8. Proposed Order Granting Remote Appearance and ADA Accommodation
9. Notice of Filing (Motions to Dismiss / Sanctions & Remote Appearance)
10. This Proof of Service

Method of service:

☒ E-mail (pursuant to Jefferson District-Court Local Rule 304 and Ky. CR 5.02)

Recipient	Address
Michelle Rawn, Esq. – Counsel for Plaintiff	michele@rawnlawfirm.com
John F. Benz, Esq. – Counsel for Plaintiff	john@rawnlawfirm.com

Copies were transmitted on May 2, 2025 and included myself for date timestamp verification; the sending e-mail program reported no delivery errors.

If any transmission failed, a hard copy will be delivered by U.S. Mail, first-class postage prepaid, on the next business day.

Daniel J. Feldman, Ph.D.
8809 Denington Dr.
Louisville, KY 40222
(307) 699-3223 danieljfeldmanphd@gmail.com

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants Case No. 3:25-CV-271-GNS (Federal Removal from 25-C-003961	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 16, 2025 **STATEMENT OF FEDERAL JURISDICTION AND VOID STATE ORDER**

STATEMENT OF FEDERAL JURISDICTION AND VOID STATE ORDER

This letter serves as formal notice that the above matter — originally Jefferson District Court Case No. 25-C-003961 — was **properly removed to federal court** on **May 12, 2025** under **28 U.S.C. §§ 1441, 1443, and 1446(d)**. The federal case is now pending as:

Daniel J. Feldman v. SREIT IVY Louisville, LLC et al.

U.S. District Court – Western District of Kentucky

Case No. 3:25-CV-271-GNS

Assigned Judge: Chief Judge Greg N. Stivers

"The State court shall proceed no further unless and until the case is remanded."

This statute is automatic and self-executing. The effect of removal is to immediately divest the state court of jurisdiction. Despite this, the Jefferson District Court issued an eviction order on **May 13, 2025**, one day after federal removal. This order is **void ab initio** and has no legal effect. Any enforcement action based on that order is unauthorized.

The Plaintiff is not refusing to comply with a state court order. Rather, Plaintiff is complying with controlling federal law, which prohibits enforcement of any post-removal judgment until and unless the federal court remands the case. At present, no remand has occurred.

🚫 REQUEST FOR ENFORCEMENT HOLD

You are hereby requested to:

1. **Halt all enforcement** actions, including eviction, lockout, or removal;
2. **Notify any officers** tasked with executing writs that this order is **federally preempted**;
3. Direct all questions or urgent communications to the contacts below.

CONTACT FOR LEGAL CONFIRMATION

Dr. Daniel J. Feldman

Email: danieljfeldmanphd@gmail.com

Phone (Uruguay): +1 (307) 699-3223

Jo Anne Feldman (Authorized Agent)

Email: jojofeld@bellsouth.net

Phone: 502-429-3567 (home) | 502-797-2506 (cell)

Address: 8809 Denington Drive, Louisville, KY 40222

We appreciate your attention and compliance with federal law.

Respectfully,

Daniel J. Feldman, Ph.D. **Date: May 16, 2025**
8809 Denington Dr.
Louisville, KY 40222
(307) 699-3223 danieljfeldmanphd@gmail.com

NOTICE OF FEDERAL JURISDICTION AND ENFORCEMENT STAY

To: Jefferson County Sheriff's Office — Civil Process Unit
From: Dr. Daniel J. Feldman, Pro Se Plaintiff
Date: May 17, 2025
Re: Case No. 3:25-CV-271-GNS (Federal Removal from 25-C-003961)

Dear Officer,

This letter serves as formal notice that the above matter — originally Jefferson District Court Case No. 25-C-003961 — was **removed to federal court** on **May 12, 2025** under **28 U.S.C. §§ 1441, 1443, and 1446(d)**. The federal case is now pending as:

Daniel J. Feldman v. SREIT IVY Louisville, LLC et al.
U.S. District Court – Western District of Kentucky
Case No. 3:25-CV-271-GNS
Assigned Judge: Chief Judge Greg N. Stivers

Under **28 U.S.C. § 1446(d)**, the removal to federal court **immediately divested the state court of jurisdiction**. The U.S. District Court now has exclusive jurisdiction. All state court proceedings are stayed by law.

"The State court shall proceed no further unless and until the case is remanded."

Despite this, Judge Lisa Langford of Jefferson District Court issued an eviction order on **May 13, 2025**, one day after federal removal. This order is **void ab initio** and has no legal effect. Any enforcement action based on that order is unauthorized, and proceeding under it could expose enforcement officers to liability.

<u>This is not a discretionary or advisory request — it is a notice of federal preemption.</u>

🚫 REQUEST FOR ENFORCEMENT HOLD

You are hereby requested to:

1. **Halt all enforcement** actions, including eviction, lockout, or removal;
2. **Notify any officers** tasked with executing writs that this order is **federally preempted**;
3. Direct all questions or urgent communications to the contacts below.

📩 CONTACT FOR LEGAL CONFIRMATION

Dr. Daniel J. Feldman
Email: danieljfeldmanphd@gmail.com
Phone (Uruguay): +1 (307) 699-3223

Jo Anne Feldman (Authorized Agent)
Email: jojofeld@bellsouth.net
Phone: 502-429-3567 (home) | 502-797-2506 (cell)
Address: 8809 Denington Drive, Louisville, KY 40222

We appreciate your attention and compliance with federal law.

Respectfully,

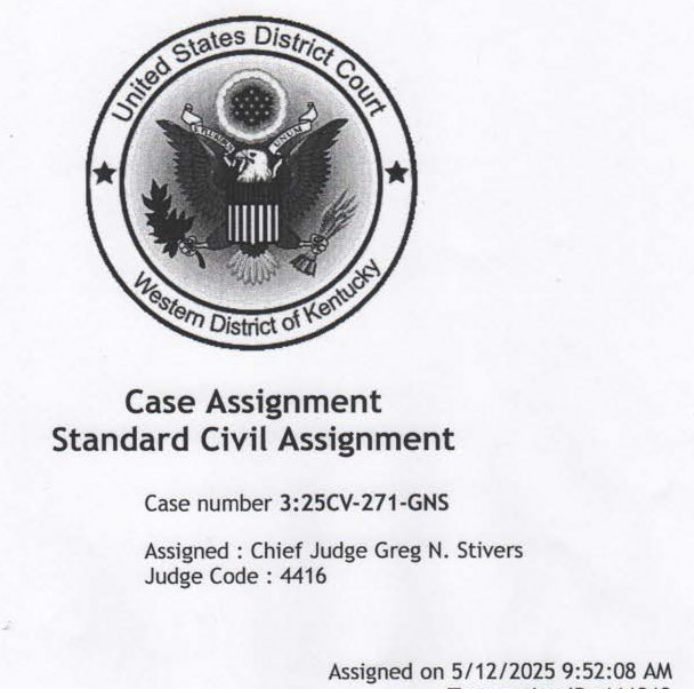
Daniel J. Feldman, Ph.D.
Pro Se Plaintiff

Case Assignment
Standard Civil Assignment

Case number **3:25CV-271-GNS**

Assigned : Chief Judge Greg N. Stivers
Judge Code : 4416

Assigned on 5/12/2025 9:52:08 AM
Transaction ID: 111313



United States District Court
Western District of Kentucky

Case Assignment
Standard Civil Assignment

Case number 3:25CV-271-GNS

Assigned : Chief Judge Greg N. Stivers
Judge Code : 4416

Assigned on 5/12/2025 9:52:08 AM

🛑 NOTICE:

FEDERAL JURISDICTION —

DO NOT ENTER OR ENFORCE

Pursuant to 28 U.S.C. § 1446(d)

This property is under the jurisdiction of the **U.S. District Court for the Western District of Kentucky**.

⚖️ **LEGAL STATUS**

All state court authority over this matter is **terminated** as of May 12, 2025.
Pursuant to **28 U.S.C. § 1446(d)**:

"The State court shall proceed no further unless and until the case is remanded."

Any order entered by the Jefferson District Court after this date — including the **May 13, 2025 eviction order** — is **void ab initio** and has no legal effect.

Judge Lisa Langford's ruling was entered in violation of federal removal statute.

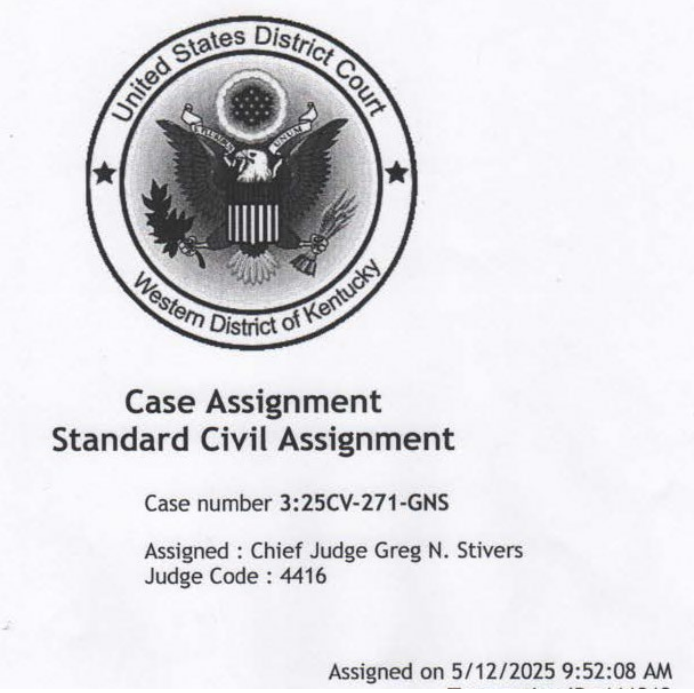
❌ **ENFORCEMENT OFFICIALS: TAKE NOTICE**

- **No eviction, entry, or possession transfer** may lawfully proceed.
- **Any enforcement attempt may constitute unlawful action** under federal law.
- **Any action taken pursuant to a void state order may result in liability.**

📩 **CONTACT FOR URGENT LEGAL VERIFICATION:**

Daniel J. Feldman, Ph.D. **307-699-3223 (cell)**
Email: danieljfeldmanphd@gmail.com

Jo Anne Feldman (authorized agent)
Phone: 502-429-3567 (home) | 502-797-2506 (cell)
Email: jojofeld@bellsouth.net
Address: 8809 Denington Drive, Louisville, KY 40222



Case Assignment
Standard Civil Assignment

Case number 3:25CV-271-GNS

Assigned : Chief Judge Greg N. Stivers
Judge Code : 4416

Assigned on 5/12/2025 9:52:08 AM

🛑 NOTICE:

FEDERAL JURISDICTION — DO NOT ENTER OR ENFORCE

Pursuant to 28 U.S.C. § 1446(d)

This property is under the jurisdiction of the **U.S. District Court for the Western District of Kentucky**.

⚖️ LEGAL STATUS

All state court authority over this matter is **terminated** as of May 12, 2025.
Pursuant to **28 U.S.C. § 1446(d)**:

"The State court shall proceed no further unless and until the case is remanded."

Any order entered by the Jefferson District Court after this date — including the **May 13, 2025 eviction order** — is **void ab initio** and has no legal effect.

Judge Lisa Langford's ruling was entered in violation of federal removal statute.

❌ ENFORCEMENT OFFICIALS: TAKE NOTICE

- **No eviction, entry, or possession transfer** may lawfully proceed.

🚫 STORAGE UNIT TRESPASS NOTICE

These storage units are private property and subject to federal jurisdiction.
No entry, unlocking, removal, or access is permitted by any party, including The Ivy Apartments, Highmark Residential, or their agents.
Any unauthorized access will be treated as **criminal trespass** and will be reported.

📩 CONTACT FOR URGENT LEGAL VERIFICATION:

Daniel J. Feldman, Ph.D. 307-699-3223 (cell)
Email: danieljfeldmanphd@gmail.com

Jo Anne Feldman (authorized agent)
Phone: 502-429-3567 (home) | 502-797-2506 (cell)
Email: jojofeld@bellsouth.net
Address: 8809 Denington Drive, Louisville, KY 40222

NOT ORIGINAL

AOC-215 Doc. Code: EN-e
Rev. 1-21
Page 1 of 2

Commonwealth of Kentucky
Court of Justice www.courts.ky.gov

KRS 383.210

EVICTION NOTICE:
NOTICE OF EVICTION HEARING
TRIAL BY THE COURT

Case No: **25-C-003961**
05/12/2025 03:21:1
Court: **DISTRICT**
County: **JEFFERSON Family / District Civil** 91897
Division: **DI**

HIGHMARK RESIDENTIAL LLC FOR PLAINTIFF

VS.

DANIEL FELDMAN, ET AL DEFENDANT

SHERIFF JEFFERSON COUNTY
2025 APR -3 PM 1:10
SERVE TO HAND
COL. JOHN ALBRE

Defendant's Address: **13647 ARAGON WAY UNIT 3303 A/K/A UNIT 303 LOUISVILLE, KY 40245**

Plaintiff's Attorney: **JOHN R BENZ**

THE COMMONWEALTH OF KENTUCKY **To the Sheriff (or any Constable):**

The Plaintiff has filed a complaint in this Court claiming the Defendant on the **19th** day of **March**, **2025**, forcibly detained and now forcibly detains from the Plaintiff the above-described property which the Defendant, tenant of the Plaintiff, now holds against Plaintiff.

YOU ARE THEREFORE, in the name of the Commonwealth of Kentucky, **commanded to summon Defendant tenant to appear on the Trial Date** shown below to inquire into the forcible detainer complained of **and to give to Defendant at least three (3) days notice of the time and place of trial**, and to make return of service at or before the time of trial.

Date: **April 2nd**, **2025** David L. Nicholson, **Jefferson Circuit Clerk** Clerk

TO THE TENANT: Your landlord has filed an eviction notice against you in this Court, claiming you are not entitled to remain on the premises. A trial will be held **May 13th,2025** at the time of **9:00AM**. at **DISTRICT COURTROOM 308, HALL OF JUSTICE, 3RD FLOOR 600 W. JEFFERSON STREET LOUISVILLE, KY 40202**, to determine whether you will be evicted. If you have any reasons for why you should not be evicted, you MUST APPEAR in Court to explain your reasons at this time. ***If you will need an interpreter at your court appearance, please contact the Court listed above as soon as possible.*** **Remote or in-person court attendanceZoom: Meeting ID 789 335 2944Password 308. Phone: 1-312-626-6799.Meeting ID 789 335 2944, Participant ID 308.Or visit www.jeffersondistrictcourt.com**

THIS IS AN IMPORTANT PAPER. TAKE IT TO YOUR LAWYER IMMEDIATELY.

PROOF OF SERVICES

A copy of this Eviction Notice was:

☐ served by delivering same personally to the Defendant.

☐ served and explained to _____, age _____, who is the Defendant's (Relationship) _____; after Defendant could not be found.

☒ posted in a conspicuous place on the Defendant's premises on this date and mailed same to the above address by regular mail through the U.S. Postal Service, postage prepaid on the _____ day of APR - 3 2025, _____. Neither Defendant, nor a member of his/her family, could be found.

Date: 4-4-25, 20____ Served by: Bradley 3058

Sheriff's Office of _____ County

Summons ID: @00002323064 , JEFFERSON COUNTY SHERIFF
DISTRICT: 25-C-003961 Sheriff Service
HIGHMARK RESIDENTIAL LLC FOR VS. FELDMAN, DANIEL

eFiled

package : 000002 of 000011

Presiding Judge: HON. LISA L. LANGFORD (730072)

EN : 000001 of 000002

NO. 25-CI-002530

JEFFERSON CIRCUIT COURT
DIVISION NINE (9)

DANIEL FELDMAN

PLAINTIFF

VS.

RESPONSE TO NOTICE OF REMOVAL

SREIT IVY LOUISVILLE, LLC ET AL

DEFENDANTS

* * * * * * *

Comes Defendants collectively and individually and hereby file the below as their response to the Plaintiff's Notice of Removal to Federal Court. Please note that Defendants are not waiving personal jurisdiction or service by filing this response as directed by the Court.

Response

The Defendant's object to the unlawful removal of this matter to the federal courts for the Western District of Kentucky. As the basis for this objection the Defendant's note that pursuant to 28 USC 1446 (a) reads "(a) GENERALLY.—A defendant or defendants desiring to remove any civil action from a State court shall file in the district court of the United States for the district and division within which such action is pending a notice of removal signed pursuant to Rule 11 of the Federal Rules of Civil Procedure and containing a short and plain statement of the grounds for removal, together with a copy of all process, pleadings, and orders served upon such defendant or defendants in such action." In this matter it is the Plaintiff who is trying to remove a case to Federal Court. This is not permissible as they had the option of venue to begin with and chose the state court, and as such are bound by that decision. The Defendants also object on the grounds that you cannot remove a case that was already dismissed and which the appeal period has expired to Federal Court as there is not a pending case on controversy to remove. In this instance the Circuit Court dismissed the matter on April 9, 2025 and the Plaintiff's recourse at that point was to appeal, which they failed to do within the 30 days allowed. As such this case has reached the stage of finality and cannot be removed, or continue to be litigated as the Plaintiff

keeps trying. In short this case is over and if the Plaintiff wants to pursue further legal action they have to file a new claim in an appropriate court.

Respectfully submitted,

John R Benz, Esq.
Rawn Law Firm, PLLC
10000 Shelbyville Road Suite 200
Louisville, KY 40223
Phone: (502) 416-0150
Fax: (502) 276-0607
john@rawnlawfirm.com
Counsel for Defendants

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that a true and correct copy of the foregoing was served by either the Kentucky efile system and / by United States First Class Mail on this the 12th day of May 2025, to:

Daniel Feldman
8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699-3223

John R Benz, Esq.

NO. 25-C-003961 JEFFERSON DISTRICT COURT
DIVISION ONE

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. PLAINTIFF

VS. RESPONSE TO NOTICE OF REMOVAL

DANIEL FELDMAN & ALL OTHER OCCUPANTS DEFENDANTS

* * * * * * *

Comes Plaitiffs via counsel and hereby files the below as their response to the Defendant's Notice of Removal to Federal Court.

Response

The Plaintiffs object to the unlawful removal of this matter to the federal courts for the Western District of Kentucky for multiple reasons. The first reason is that forcible detainer actions are a creature of state law and limited in scope and issue. As stated in by the Kentucky Court of Appeals in Baker v Ryan 967 SW2d 591 at 593 "Forcible detainer actions are designed to be summary proceedings. In general, the only issues are possession by the plaintiff and detainer by the defendant. 35 Am Jur 2d Forcible Entry and Detainer § 6 (1992). "Notice periods are short, pleadings are restricted, triable issues are limited, discovery is generally unavailable, and the judgment is promptly operative." 2 Richard R. Powell, Powell on Real Property § 246 (1993). Given this interpretation of the scope of forcible detainer actions, the litany of allegations that the Defendant is trying to make in federal court and that has already been dismissed by Judge Sarah Clay on April 9, 2025 in 25-CI-002530 Feldman v The Ivy et al. the only issue left is the pending forcible detainer for non payment of rent for March 2025. As such Jefferson District Court is the only appropriate venue for such a case as it has exclusive jurisdiction over such.

In addition, even if removal to Federal Court was possible it would not be allowed in this matter as the Defendant has missed the statutory deadline for making such a request. 28 USC 1446 (b) states as a mandatory requirement for removal to federal court as "REQUIREMENTS; GENERALLY.—(1) The

notice of removal of a civil action or proceeding shall be filed within 30 days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based, or within 30 days after the service of summons upon the defendant if such initial pleading has then been filed in court and is not required to be served on the defendant, whichever period is shorter." In this matter per the attached proof of service from the Jefferson County Sheriff, the Defendant was served on April 4, 2025, as such any attempt to remove would have to been filed on or before May 4, 2025. As the court record clearly shows the Defendant did not attempt such a removal until May 12, 2025, he failed to meet the deadline and even if an eviction was removable which Plaintiff asserts it is not, the Defendant would not be allowed to remove the matter for a failure to comply with the statutory requirements.

As such the Plaintiff request this court to move forward with its case against the Defendant as there is no just cause for further delay.

Respectfully submitted,

John R Benz, Esq.
Rawn Law Firm, PLLC
10000 Shelbyville Road Suite 200
Louisville, KY 40223
Phone: (502) 416-0150
Fax: (502) 276-0607
john@rawnlawfirm.com
Counsel for Defendants

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED that a true and correct copy of the foregoing was served by either the Kentucky efile system and / or by United States First Class Mail on this the 12th day of May 2025, to:

Daniel Feldman
8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699-3223

John R Benz, Esq.

may not be removed to any district court of the United States unless the matter in controversy exceeds $10,000, exclusive of interest and costs.

(c) A civil action in any State court arising under the workmen's compensation laws of such State may not be removed to any district court of the United States.

(d) A civil action in any State court arising under section 40302 of the Violence Against Women Act of 1994 may not be removed to any district court of the United States.

(June 25, 1948, ch. 646, 62 Stat. 939; Pub. L. 85–554, § 5, July 25, 1958, 72 Stat. 415; Pub. L. 95–473, § 2(a)(3)(A), Oct. 17, 1978, 92 Stat. 1465; Pub. L. 95–486, § 9(b), Oct. 20, 1978, 92 Stat. 1634; Pub. L. 103–322, title IV, § 40302(e)(5), Sept. 13, 1994, 108 Stat. 1942; Pub. L. 104–88, title III, § 305(b), Dec. 29, 1995, 109 Stat. 944; Pub. L. 104–287, § 3, Oct. 11, 1996, 110 Stat. 3388.)

HISTORICAL AND REVISION NOTES

Based on title 28, U.S.C., 1940 ed., § 71 (Mar. 3, 1911, ch. 231, § 28, 36 Stat. 1094; Jan. 20, 1914, ch. 11, 38 Stat. 278; Jan. 31, 1928, ch. 14, § 1, 45 Stat. 54).

The words "or its receivers or trustees" were inserted in both subsections to make clear that nonremovable actions against a carrier do not become removable under section 1442 of this title when filed against court receivers or trustees.

This was the unquestioned rule prior to the act of Aug. 23, 1916, ch. 399, 39 Stat. 532, amending section 76 of title 28, U.S.C., 1940 ed., and permitting removal of actions against officers of United States courts. The cases are in conflict as to whether under that amendment the case becomes removable when the carrier is in receivership or undergoing reorganization. The revised section resolves the conflict by denying the right of removal to receivers and trustees where it would be nonexistent if the carrier were the party defendant. Thus the subject matter rather than legalistic distinctions as to the identity of the parties is made determinative consideration.

A reference in section 71 of title 28, U.S.C., 1940 ed., to sections 51–59 of title 45, U.S.C., 1940 ed., Railroads, was changed to "51–60." Such sections 51–59 embraced all of chapter 2 of said title 45 when the law on which such section 71 is based was enacted, but a new section (60) was added in 1939.

Other provisions of section 71 of title 28, U.S.C., 1940 ed., appear in section 1441 of this title.

Changes were made in phraseology.

REFERENCES IN TEXT

Section 40302 of the Violence Against Women Act of 1994, referred to in subsec. (d), is classified to section 13981 of Title 42, The Public Health and Welfare.

AMENDMENTS

1996—Subsec. (a). Pub. L. 104–287 substituted "sections 1–4 and 5–10 of the Act of April 22, 1908 (45 U.S.C. 51–54, 55–60)" for "sections 51–60 of Title 45".

1995—Subsec. (b). Pub. L. 104–88 substituted "carrier" for "common carrier" and "11706 or 14706" for "11707".

1994—Subsec. (d). Pub. L. 103–322 added subsec. (d).

1978—Subsec. (b). Pub. L. 95–486 substituted "$10,000" for "$3,000".

Pub. L. 95–473 substituted "section 11707 of title 49" for "section 20 of Title 49".

1958—Pub. L. 85–554 substituted "Nonremovable actions" for "Carriers; nonremovable actions" in section catchline and added subsec. (c).

EFFECTIVE DATE OF 1996 AMENDMENT

Amendment by Pub. L. 104–287 effective July 5, 1994, see section 8(1) of Pub. L. 104–287, set out as a note under section 5303 of Title 49, Transportation.

EFFECTIVE DATE OF 1995 AMENDMENT

Amendment by Pub. L. 104–88 effective Jan. 1, 1996, see section 2 of Pub. L. 104–88, set out as an Effective Date note under section 701 of Title 49, Transportation.

EFFECTIVE DATE OF 1958 AMENDMENT

Amendment by Pub. L. 85–554 applicable only in the case of actions commenced after July 25, 1958, see section 3 of Pub. L. 85–554, set out as a note under section 1331 of this title.

§ 1446. Procedure for removal of civil actions

(a) GENERALLY.—A defendant or defendants desiring to remove any civil action from a State court shall file in the district court of the United States for the district and division within which such action is pending a notice of removal signed pursuant to Rule 11 of the Federal Rules of Civil Procedure and containing a short and plain statement of the grounds for removal, together with a copy of all process, pleadings, and orders served upon such defendant or defendants in such action.

(b) REQUIREMENTS; GENERALLY.—(1) The notice of removal of a civil action or proceeding shall be filed within 30 days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based, or within 30 days after the service of summons upon the defendant if such initial pleading has then been filed in court and is not required to be served on the defendant, whichever period is shorter.

(2)(A) When a civil action is removed solely under section 1441(a), all defendants who have been properly joined and served must join in or consent to the removal of the action.

(B) Each defendant shall have 30 days after receipt by or service on that defendant of the initial pleading or summons described in paragraph (1) to file the notice of removal.

(C) If defendants are served at different times, and a later-served defendant files a notice of removal, any earlier-served defendant may consent to the removal even though that earlier-served defendant did not previously initiate or consent to removal.

(3) Except as provided in subsection (c), if the case stated by the initial pleading is not removable, a notice of removal may be filed within thirty days after receipt by the defendant, through service or otherwise, of a copy of an amended pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or has become removable.

(c) REQUIREMENTS; REMOVAL BASED ON DIVERSITY OF CITIZENSHIP.—(1) A case may not be removed under subsection (b)(3) on the basis of jurisdiction conferred by section 1332 more than 1 year after commencement of the action, unless the district court finds that the plaintiff has acted in bad faith in order to prevent a defendant from removing the action.

(2) If removal of a civil action is sought on the basis of the jurisdiction conferred by section 1332(a), the sum demanded in good faith in the initial pleading shall be deemed to be the amount in controversy, except that—

(A) the notice of removal may assert the amount in controversy if the initial pleading seeks—

(i) nonmonetary relief; or

(ii) a money judgment, but the State practice either does not permit demand for a specific sum or permits recovery of damages in excess of the amount demanded; and

(B) removal of the action is proper on the basis of an amount in controversy asserted under subparagraph (A) if the district court finds, by the preponderance of the evidence, that the amount in controversy exceeds the amount specified in section 1332(a).

(3)(A) If the case stated by the initial pleading is not removable solely because the amount in controversy does not exceed the amount specified in section 1332(a), information relating to the amount in controversy in the record of the State proceeding, or in responses to discovery, shall be treated as an "other paper" under subsection (b)(3).

(B) If the notice of removal is filed more than 1 year after commencement of the action and the district court finds that the plaintiff deliberately failed to disclose the actual amount in controversy to prevent removal, that finding shall be deemed bad faith under paragraph (1).

(d) NOTICE TO ADVERSE PARTIES AND STATE COURT.—Promptly after the filing of such notice of removal of a civil action the defendant or defendants shall give written notice thereof to all adverse parties and shall file a copy of the notice with the clerk of such State court, which shall effect the removal and the State court shall proceed no further unless and until the case is remanded.

(e) COUNTERCLAIM IN 337 PROCEEDING.—With respect to any counterclaim removed to a district court pursuant to section 337(c) of the Tariff Act of 1930, the district court shall resolve such counterclaim in the same manner as an original complaint under the Federal Rules of Civil Procedure, except that the payment of a filing fee shall not be required in such cases and the counterclaim shall relate back to the date of the original complaint in the proceeding before the International Trade Commission under section 337 of that Act.

(g)[1] Where the civil action or criminal prosecution that is removable under section 1442(a) is a proceeding in which a judicial order for testimony or documents is sought or issued or sought to be enforced, the 30-day requirement of subsection (b) of this section and paragraph (1) of section 1455(b) is satisfied if the person or entity desiring to remove the proceeding files the notice of removal not later than 30 days after receiving, through service, notice of any such proceeding.

(June 25, 1948, ch. 646, 62 Stat. 939; May 24, 1949, ch. 139, § 83, 63 Stat. 101; Pub. L. 89–215, Sept. 29, 1965, 79 Stat. 887; Pub. L. 95–78, § 3, July 30, 1977, 91 Stat. 321; Pub. L. 100–702, title X, § 1016(b), Nov. 19, 1988, 102 Stat. 4669; Pub. L. 102–198, § 10(a), Dec. 9, 1991, 105 Stat. 1626; Pub. L. 103–465, title III, § 321(b)(2), Dec. 8, 1994, 108 Stat. 4946; Pub. L. 104–317, title VI, § 603, Oct. 19, 1996, 110 Stat. 3857; Pub. L. 112–51, § 2(c), Nov. 9, 2011, 125 Stat. 545; Pub. L. 112–63, title I, §§ 103(b), 104, Dec. 7, 2011, 125 Stat. 760, 762.)

[1] So in original. Section does not contain a subsec. (f).

HISTORICAL AND REVISION NOTES

1948 ACT

Based on title 28, U.S.C., 1940 ed., §§ 72, 74, 75, 76 (May 3, 1911, ch. 231, §§ 29, 31, 32, 33, 36 Stat. 1095, 1097; Aug. 23, 1916, ch. 399, 39 Stat. 532; July 30, 1977, Pub. L. 95–78, § 3, 91 Stat. 321.)

Section consolidates portions of sections 74, 75, and 76 with section 72 of title 28, U.S.C., 1940 ed., with important changes of substance and phraseology.

Subsection (a), providing for the filing of the removal petition in the district court, is substituted for the requirement of sections 72 and 74 of title 28, U.S.C., 1940 ed., that the petition be filed in the State court. This conforms to the method prescribed by section 76 of title 28, U.S.C., 1940 ed., and to the recommendation of United States District Judges Calvin W. Chesnut and T. Watles Warring approved by the Committee of the Judicial Conference on the Revision of the Judicial Code.

Subsection (b) makes uniform the time for filing petitions to remove all civil actions within twenty days after commencement of action or service of process whichever is later, instead of "at any time before the defendant is required by the laws of the State or the rule of the State court in which such suit is brought to answer or plead" as required by section 72 of title 28, U.S.C., 1940 ed. As thus revised, the section will give adequate time and operate uniformly throughout the Federal jurisdiction. The provisions of sections 74 and 76 of title 28, U.S.C., 1940 ed., for filing at any time "before trial or final hearing" in civil rights cases and cases involving revenue officers, court officers and officers of either House of Congress were omitted.

Subsection (c) embodies the provisions of sections 74 and 76 of title 28, U.S.C., 1940 ed., for filing the removal petition before trial and makes them applicable to all criminal prosecutions but not to civil actions. This provision was retained to protect Federal officers enforcing revenue or criminal laws from being rushed to trial in State courts before petition for removal could be filed. Words "or final hearing" following the words "before trial," were omitted for purposes of clarity and simplification of procedure.

The provision of said section 76 of title 28, U.S.C., 1940 ed., for certificate of counsel that he has examined the proceedings and carefully inquired into all matters set forth in the petition and believes them to be true, was omitted as unnecessary and inconsistent with Rule 11 of the Federal Rules of Civil Procedure.

Subsection (d) is derived from sections 72 and 74 of title 28, U.S.C., 1940 ed., but the requirement for cost bond is limited to civil actions in conformity with the more enlightened trend of modern procedure to remove all unnecessary impediments to the administration of criminal justice. Provisions of said section 72 as to the conditions of the bond were rewritten because inappropriate when the petition for removal is filed in the Federal court.

Subsection (e) provides for notice to the adverse parties and for the filing in the State court of a copy of the petition for removal in substitution for the requirements of sections 72 and 74 of title 28, U.S.C., 1940 ed., for the filing of the removal petition in the State court. The last sentence of subsection (e) is derived from sections 72, 74 and 76 of title 28, U.S.C., 1940 ed.

Subsection (f) is derived from sections 75 and 76 of title 28, U.S.C., 1940 ed.

Since the procedure in removal cases is now governed by the Federal Rules of Civil Procedure [Rule 81(c)] and Federal Rules of Criminal Procedure [Rule 54(b)], the detailed directions of the various sections with respect to such procedure were omitted as unnecessary.

Thus the provision of section 72 of title 28, U.S.C., 1940 ed., with respect to appearance, special bail and filing the record were omitted as covered by the Federal Rules of Civil Procedure, Rules 64, 81(c).

The provisions of section 74 of title 28, U.S.C., 1940 ed., as to the effect of security and other proceedings and remedies in the State court were omitted as covered by section 1450 of this title.

The requirements of section 74 of title 28, U.S.C., 1940 ed., that the clerk of the State court shall furnish copies of pleadings and proceedings to the petitioner and that the petitioner shall file the same in the district court are covered by section 1447 of this title.

The provisions of section 74 of title 28, U.S.C., 1940 ed., requiring the adverse parties to plead anew in the district court were omitted as unnecessary in view of Federal Rules of Civil Procedure, Rule 81(c). The last sentence of such section was omitted as covered by section 1447(d) of this title.

1949 ACT

Subsection (b) of section 1446 of title 28, U.S.C., as revised, has been found to create difficulty in those States, such as New York, where suit is commenced by the service of a summons and the plaintiff's initial pleading is not required to be served or filed until later.

The first paragraph of the amendment to subsection (b) corrects this situation by providing that the petition for removal need not be filed until 20 days after the defendant has received a copy of the plaintiff's initial pleading.

This provision, however, without more, would create further difficulty in those States, such as Kentucky, where suit is commenced by the filing of the plaintiff's initial pleading and the issuance and service of a summons without any requirement that a copy of the pleading be served upon or otherwise furnished to the defendant. Accordingly the first paragraph of the amendment provides that in such cases the petition for removal shall be filed within 20 days after the service of the summons.

The first paragraph of the amendment conforms to the amendment of rule 81(c) of the Federal Rules of Civil Procedure, relating to removed actions, adopted by the Supreme Court on December 29, 1948, and reported by the Court to the present session of Congress.

The second paragraph of the amendment to subsection (b) is intended to make clear that the right of removal may be exercised at a later stage of the case if the initial pleading does not state a removable case but its removability is subsequently disclosed. This is declaratory of the existing rule laid down by the decisions. (See for example, *Powers v. Chesapeake etc., Ry. Co.*, 169 U.S. 92.)

In addition, this amendment clarifies the intent of section 1446(e) of title 28, U.S.C., to indicate that notice need not be given simultaneously with the filing, but may be given promptly thereafter.

REFERENCES IN TEXT

The Federal Rules of Civil Procedure, referred to in subsecs. (a) and (e), are set out in the Appendix to this title.

Section 337 of the Tariff Act of 1930, referred to in subsec. (e), is classified to section 1337 of Title 19, Customs Duties.

AMENDMENTS

2011—Pub. L. 112–63, §103(b)(1), amended section catchline generally, substituting "Procedure for removal of civil actions" for "Procedure for removal".

Subsec. (a). Pub. L. 112–63, §103(b)(2), inserted heading and struck out "or criminal prosecution" after "civil action" in text.

Subsec. (b). Pub. L. 112–63, §103(b)(3)(A), (B), inserted heading, designated first par. as par. (1), added pars. (2) and (3), and struck out second par. which read as follows: "If the case stated by the initial pleading is not removable, a notice of removal may be filed within thirty days after receipt by the defendant, through service or otherwise, of a copy of an amended pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or has become removable, except that a case may not be removed on the basis of jurisdiction conferred by section 1332 of this title more than 1 year after commencement of the action."

Subsec. (b)(1). Pub. L. 112–63, §103(b)(4)(B), substituted "30 days" for "thirty days" in two places.

Subsec. (c). Pub. L. 112–63, §103(b)(3)(C), added subsec. (c) and struck out former subsec. (c) which related to notice of removal of a criminal prosecution.

Subsec. (d). Pub. L. 112–63, §103(b)(4)(A), inserted heading.

Subsecs. (e), (f). Pub. L. 112–63, §103(b)(4)(C), (D), redesignated subsec. (f) as (e), inserted heading, and struck out former subsec. (e) which read as follows: "If the defendant or defendants are in actual custody on process issued by the State court, the district court shall issue its writ of habeas corpus, and the marshal shall thereupon take such defendant or defendants into his custody and deliver a copy of the writ to the clerk of such State court."

Subsec. (g). Pub. L. 112–63, §104, substituted "subsection (b) of this section and paragraph (1) of section 1455(b)" for "subsections (b) and (c)".

Pub. L. 112–51 added subsec. (g).

1996—Subsec. (c)(1). Pub. L. 104–317 substituted "defendant or defendants" for "petitioner".

1994—Subsec. (f). Pub. L. 103–465 added subsec. (f).

1991—Subsec. (c)(1). Pub. L. 102–198, §10(a)(1), (4), substituted "notice of" for "petition for" and "the notice" for "the petition".

Subsec. (c)(2). Pub. L. 102–198, §10(a)(1), (4), substituted "notice of" for "petition for" and substituted "notice" for "petition" in three places.

Subsec. (c)(3). Pub. L. 102–198, §10(a)(1), (2), substituted "notice of" for "petition for" and "prosecution is first remanded" for "petition is first denied".

Subsec. (c)(4), (5). Pub. L. 102–198, §10(a)(3), added pars. (4) and (5) and struck out former pars. (4) and (5) which read as follows:

"(4) The United States district court to which such petition is directed shall examine the petition promptly. If it clearly appears on the face of the petition and any exhibits annexed thereto that the petition for removal should not be granted, the court shall make an order for its summary dismissal.

"(5) If the United States district court does not order the summary dismissal of such petition, it shall order an evidentiary hearing to be held promptly and after such hearing shall make such disposition of the petition as justice shall require. If the United States district court determines that such petition shall be granted, it shall so notify the State court in which prosecution is pending, which shall proceed no further."

Subsec. (d). Pub. L. 102–198, §10(a)(1), (4), (5), substituted "notice of removal" for "petition for the removal", struck out "and bond" after "civil action", and substituted "notice with" for "petition with".

1988—Subsec. (a). Pub. L. 100–702, §1016(b)(1), amended subsec. (a) generally. Prior to amendment, subsec. (a) read as follows: "A defendant or defendants desiring to remove any civil action or criminal prosecution from a State court shall file in the district court of the United States for the district and division within which such action is pending a verified petition containing a short and plain statement of the facts which entitle him or them to removal together with a copy of all process, pleadings and orders served upon him or them in such action."

Subsec. (b). Pub. L. 100–702, §1016(b)(2), substituted "notice of removal" for "petition for removal" in two places and inserted before period at end of second par. ", except that a case may not be removed on the basis of jurisdiction conferred by section 1332 of this title more than 1 year after commencement of the action".

Subsecs. (d) to (f). Pub. L. 100–702, §1016(b)(3), redesignated subsecs. (e) and (f) as (d) and (e), respectively, and struck out former subsec. (d) which read as follows: "Each petition for removal of a civil action or proceeding, except a petition in behalf of the United States, shall be accompanied by a bond with good and sufficient surety conditioned that the defendant or defendants will pay all costs and disbursements incurred by reason of the removal proceedings should it be deter-

mined that the case was not removable or was improperly removed."

1977—Subsec. (c). Pub. L. 95–78, § 3(a), designated existing provisions as par. (1), set a period of 30 days as the maximum allowable time prior to commencement of trial and following arraignment during which time a petition for removal can be filed, provided for the grant of additional time for good cause shown, and added pars. (2) to (5).

Subsec. (e). Pub. L. 95–78, § 3(b), inserted "for the removal of a civil action" after "filing of such petition".

1965—Subsec. (b). Pub. L. 89–215 substituted "thirty days" for "twenty days" wherever appearing.

1949—Subsec. (b). Act May 24, 1949, § 83(a), provided that the petition for removal need not be filed until 20 days after the defendant has received a copy of the plaintiff's initial pleading, and provided that the petition for removal shall be filed within 20 days after the service of summons.

Subsec. (e). Act May 24, 1949, § 83(b), indicated that notice need not be given simultaneously with the filing, but may be made promptly thereafter.

EFFECTIVE DATE OF 2011 AMENDMENT

Amendment by Pub. L. 112–63 effective upon the expiration of the 30-day period beginning on Dec. 7, 2011, and applicable to any action or prosecution commenced on or after such effective date, with provisions for treatment of cases removed to Federal court, see section 105 of Pub. L. 112–63, set out as a note under section 1332 of this title.

EFFECTIVE DATE OF 1994 AMENDMENT

Amendment by Pub. L. 103–465 applicable with respect to complaints filed under section 1337 of Title 19, Customs Duties, on or after the date on which the World Trade Organization Agreement enters into force with respect to the United States [Jan. 1, 1995], or in cases under section 1337 of Title 19 in which no complaint is filed, with respect to investigations initiated under such section on or after such date, see section 322 of Pub. L. 103–465, set out as a note under section 1337 of Title 19.

EFFECTIVE DATE OF 1977 AMENDMENT

Amendment by Pub. L. 95–78 effective Oct. 1, 1977, see section 4 of Pub. L. 95–78, set out as an Effective Date of Pub. L. 95–78 note under section 2074 of this title.

§ 1447. Procedure after removal generally

(a) In any case removed from a State court, the district court may issue all necessary orders and process to bring before it all proper parties whether served by process issued by the State court or otherwise.

(b) It may require the removing party to file with its clerk copies of all records and proceedings in such State court or may cause the same to be brought before it by writ of certiorari issued to such State court.

(c) A motion to remand the case on the basis of any defect other than lack of subject matter jurisdiction must be made within 30 days after the filing of the notice of removal under section 1446(a). If at any time before final judgment it appears that the district court lacks subject matter jurisdiction, the case shall be remanded. An order remanding the case may require payment of just costs and any actual expenses, including attorney fees, incurred as a result of the removal. A certified copy of the order of remand shall be mailed by the clerk to the clerk of the State court. The State court may thereupon proceed with such case.

(d) An order remanding a case to the State court from which it was removed is not reviewable on appeal or otherwise, except that an order remanding a case to the State court from which it was removed pursuant to section 1442 or 1443 of this title shall be reviewable by appeal or otherwise.

(e) If after removal the plaintiff seeks to join additional defendants whose joinder would destroy subject matter jurisdiction, the court may deny joinder, or permit joinder and remand the action to the State court.

(June 25, 1948, ch. 646, 62 Stat. 939; May 24, 1949, ch. 139, § 84, 63 Stat. 102; Pub. L. 88–352, title IX, § 901, July 2, 1964, 78 Stat. 266; Pub. L. 100–702, title X, § 1016(c), Nov. 19, 1988, 102 Stat. 4670; Pub. L. 102–198, § 10(b), Dec. 9, 1991, 105 Stat. 1626; Pub. L. 104–219, § 1, Oct. 1, 1996, 110 Stat. 3022; Pub. L. 112–51, § 2(d), Nov. 9, 2011, 125 Stat. 546.)

HISTORICAL AND REVISION NOTES

1948 ACT

Based on title 28, U.S.C., 1940 ed., §§ 71, 72, 74, 76, 80, 81 and 83 (Mar. 3, 1911, ch. 231, §§ 28, 29, 31, 33, 37 and 38, 36 Stat. 1094–1098; Jan. 20, 1914, ch. 11, 39 Stat. 278; Aug. 23, 1916, ch. 399, 39 Stat. 532; Apr. 16, 1920, ch. 146, 41 Stat. 554; Jan. 31, 1928, ch. 14, § 1, 45 Stat. 54).

Section consolidates procedural provisions of sections 71, 72, 74, 76, 80, 81 and 83 of title 28, U.S.C., 1940 ed., with important changes in substance and phraseology.

Subsection (a) is derived from sections 72, 76, 81 and 83 of title 28, U.S.C., 1940 ed. The remaining provisions of said section 83 are the basis of section 1448 of this title.

Subsection (b) is derived from sections 72, 74, 76 and 83 of title 28, U.S.C., 1940 ed., which have been rewritten to provide the utmost simplicity and flexibility of procedure in bringing the State court record to the district court.

[*Editorial Note.*—Subsecs. (c), (d) and (e) as originally revised and incorporated in this section read as follows:

"(c) It may order the pleadings recast and the parties realigned according to their real interest.

"(d) If any party fails to comply with its lawful orders, the district court may enter such further orders and judgments as justice requires.

"(e) If at any time before final judgment it appears that the case was removed improvidently and without jurisdiction, the district court shall remand the case. A certified copy of the order of remand shall be mailed by its clerk to the clerk of the State court. The State court may thereupon proceed with such case."]

Subsections (c) and (d) are substituted for unnecessary and inconsistent procedural provisions.

Subsection (e) [now subsec. (c)] is derived from sections 71 and 80 of title 28, U.S.C., 1940 ed. Such subsection is rewritten to eliminate the cumbersome procedure of remand. Under this chapter as revised, the petition for removal under section 1446 of this chapter will be filed in the Federal court in the first instance and the right of removal determined in that court before the petition is granted.

The provisions in section 80 of title 28, U.S.C., 1940 ed., relating to actions commenced in district courts, as distinguished from actions removed thereto, are incorporated in section 1359 of this title. Other provisions of said section 80 appear in section 1919 of this title.

1949 ACT

This section strikes out subsections (c) and (d) of section 1447 of title 28, U.S.C., as covered by the Federal Rules of Civil Procedure, and adds a new subsection to such section 1447 to remove any doubt that the former law as to the finality of an order of remand to a State court is continued. This section also amends renumbered subsection (c) to remove any doubt that the former law authorizing the district court upon remand to order payment of costs is continued.

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 12, 2025 **NOTICE OF FILING OF** **NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that on May 12, 2025, Defendant Daniel Feldman filed a **Notice of Removal** of the above-captioned case to the **U.S. District Court for the Western District of Kentucky (Louisville Division)**, pursuant to 28 U.S.C. §§ 1441 and 1443.

A copy of the Notice of Removal and supporting documents are attached hereto. This Court is respectfully advised that it no longer has jurisdiction over this matter.

Respectfully submitted,

Daniel J. Feldman, Ph.D. **Date: May 12, 2025**
8809 Denington Dr.
Louisville, KY 40222
(307) 699-3223 danieljfeldmanphd@gmail.com

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

DEFENDANT, PRO SE DANIEL J. FELDMAN

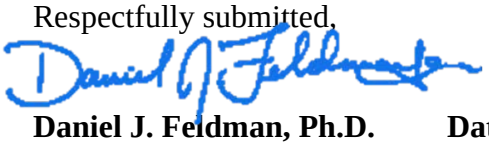
COMMONWEALTH OF KENTUCKY

HIGHMARK RESIDENTIAL LLC FOR SREIT IVY LOUISVILLE, L.L.C. , Plaintiffs, v. DANIEL FELDMAN, AND ALL OTHER OCCUPANTS Defendants	DISTRICT COURT FOR JEFFERSON COUNTY DIVISION: FORCIBLE DETAINER CASE: 25-C-003961 Judge: **HONORABLE LISA L. LANGFORD** Filed: May 12, 2025 **PROOF OF SERVICE OF NOTICE OF FILING OF NOTICE OF REMOVAL**

CERTIFICATE OF SERVICE

I hereby certify that on May 13, 2025, I filed the foregoing **Notice of Filing of Notice of Removal** with the Clerk of the Jefferson [District/Circuit] Court and served a copy on all known parties by email.

Respectfully submitted,



Daniel J. Feldman, Ph.D. **Date: May 12, 2025**
8809 Denington Dr.
Louisville, KY 40222
(307) 699-3223 danieljfeldmanphd@gmail.com

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff, v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3, Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Filed: May 12, 2025

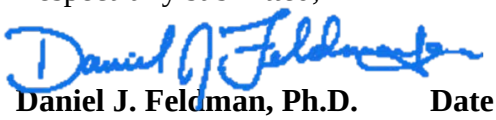
NOTICE OF FILING

OF NOTICE OF REMOVAL

PLEASE TAKE NOTICE that on May 12, 2025, Plaintiff Daniel Feldman filed a **Notice of Removal** of the above-captioned case to the **U.S. District Court for the Western District of Kentucky (Louisville Division)**, pursuant to 28 U.S.C. §§ 1441 and 1443.

A copy of the Notice of Removal and supporting documents are attached hereto. This Court is respectfully advised that it no longer has jurisdiction over this matter.

Respectfully submitted,



Daniel J. Feldman, Ph.D. **Date: May 12, 2025**
8809 Denington Dr.
Louisville, KY 40222
(307) 699-3223 danieljfeldmanphd@gmail.com

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff, v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES,
HIGHMARK RESIDENTIAL, LLC,
RAWN LAW FIRM, PLLC,
ASHLEY LEMONS,
ALFREDO CARBALLO,
CHRISTIAN BLAKE HEATH,
JARMEL "MEL" HOPSON,
JASON WHITEHOUSE,
MARY BETH WOODARD,
JOHN R. BENZ, ESQ.,
MICHELLE RAWN, ESQ.,
JAYSON FREW,
and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Filed: May 12, 2025

PROOF OF SERVICE OF NOTICE OF FILING OF NOTICE OF REMOVAL

CERTIFICATE OF SERVICE

I hereby certify that on May 12, 2025, I filed the foregoing **Notice of Filing of Notice of Removal** with the Clerk of the Jefferson Circuit Court and served a copy on all known parties by email. Respectfully submitted,

Daniel J. Feldman, Ph.D. **Date: May 12, 2025**
8809 Denington Dr.
Louisville, KY 40222
(307) 699-3223 danieljfeldmanphd@gmail.com

Entered 25-CI-002530 04/09/2025 David L. Nicholson, Jefferson Circuit Clerk

No. 25-CI-002530

JEFFERSON CIRCUIT COURT
DIVISION NINE (9)
JUDGE SARAH E. CLAY

DANIEL FELDMAN PLAINTIFF

V.

ORDER DENYING PLAINTIFF'S MOTION FOR A TEMPORARY RESTRAINING ORDER AND DISMISSING FOR LACK OF JURISDICTION

SREIT IVY LOUISVILLE, LLC *et al.* DEFENDANTS

******

This matter is before the Court on Plaintiffs' Motion for a Temporary Restraining Order and Request for Ex Parte Relief. Defendants have filed a Response, and the matter is fully briefed. After careful review of the pleadings, the arguments, and relevant law, the Court will **DENY** the motion and will further **DISMISS** this action for lack of subject matter jurisdiction.

BACKGROUND

Plaintiff leased apartment 3303 and storage units 3 and 4 at The Ivy Apartment Homes for approximately four years. During the tenancy, a number of issues arose between Plaintiff and the Ivy management and employees regarding Plaintiff's complaints about the adequacy and cleanliness of the common areas, entry by staff of Plaintiff's unit, and the behavior of Plaintiff's neighbors' pet. As a result of these Complaints, Plaintiff contends the Ivy owes him approximately $4,300. The Ivy disputes Plaintiff's complaints and refuses to pay Plaintiff or give him an offset in rent. Plaintiff's rent for March 2025 remains unpaid. Presently, Plaintiff asserts that he is in Costa Rica for an extended time for medical treatment. Although much of Plaintiff's personal property remains in the Ivy apartment and storage units, Plaintiff is not physically present in the Ivy apartment at this time.

The parties were unable to resolve the matter informally. Each sought redress from the Jefferson County Courts. Defendant Highmark Residential, LLC filed a forcible detainer action

Entered 25-CI-002530 04/09/2025 David L. Nicholson, Jefferson Circuit Clerk

6CEE79A5-4579-45ED-8B64-78BAC43BE661 : 000001 of 000004

OPOR : 000001 of 000004

Entered 25-CI-002530 04/09/2025 David L. Nicholson, Jefferson Circuit Clerk

against Plaintiff in District Court on April 1, 2025, Jefferson District Court Case No. 25-C-003961, *Highmark Residential, LLC for SREIT Ivy Louisville, LLC v. Daniel Feldman and All Other Occupants*. Plaintiff filed an application for a temporary restraining order and ex parte relief in this Court on April 2, 2025. Herein, Plaintiff essentially seeks this Court to prohibit Defendants from having the ability to access the court system to request a redress of their grievances, by enjoining Defendants from prosecuting a case against Plaintiff in eviction court. For the reasons that follow, this Court must deny Plaintiff's motion and dismiss this action for want of jurisdiction.

OPINION

A Court may grant a temporary restraining order during the pendency of an action when it has been clearly shown by the petitioner in a verified complaint or affidavit that: (1) the applicant's rights are being or will be violated by the adverse party and the applicant will suffer immediate and irreparable injury, loss or damage before the adverse party or his attorney can be heard in opposition, and (b) the applicant certifies to the court in writing the efforts, if any, which have been made to give notice and the reasons supporting their claims that notice should not be required. These guidelines warrant that an injunction is only granted upon a sworn petition that there is a reasonable probability that injury has been or will be done if no injunction is granted. In making this determination the Court is to consider whether: **(1)** the petitioner is seeking to maintain the status quo or if he is requesting relief which would require the respondent to change their course of action; **(2)** the equities of the situation justify granting the relief requested; **(3)** there is substantial probability that the petitioner will succeed at trial; **(4)** the absence of harm to the respondent or other interested parties; and **(5)** the public interest. CR 65.04; *Maupin v.*

Entered 25-CI-002530 04/09/2025 David L. Nicholson, Jefferson Circuit Clerk

6CEE79A5-4579-45ED-8B64-78BAC43BE661 : 000002 of 000004

OPOR : 000002 of 000004

Stansbury, 575 S.W.2d 695 (Ky. App. 1978); *Cowan v. Wilconson*, 828 S.W.2d 613 (Ky. 1992); *Sturgeon Mining Company v. Whymore Cole Company*, 892 S.W.2d 591, 592 (Ky. 1995).

KRS 24A.20 provides, "When jurisdiction over any matter is granted to District Court by statute, such jurisdiction shall be deemed to be exclusive unless the statute specifically states that the jurisdiction shall be concurrent [with Circuit Court]." KRS 383.540 and 24A.010 vest jurisdiction over residential landlord-tenant matters in Kentucky's district courts. Kentucky's circuit courts hold appellate jurisdiction over final actions of the district court. KRS 23A.080. Thus, circuit courts do not have subject matter jurisdiction over forcible detainer actions except when they are acting in their appellate capacity.

In this case, Plaintiff has failed to show any immediate and irreparable injury in accordance with CR 65.03 or 64.04. If he disagrees with an eviction ruling in District Court, his remedy is by appeal. And any actual physical removal of property from the Ivy premises will not occur until after the May 13, 2025, hearing in district court, if the District Court finds in favor of Defendants in their forcible detainer action. Further, as Plaintiff presently stays in Costa Rica, he would not physically be homeless. Based on the foregoing, Plaintiff cannot demonstrate his remedy will be irreparably impaired without this Court entering a TRO.

This Court also has no jurisdiction over the pending eviction action in District Court, which has just commenced. There is no "final action" over which this Court can exercise its appellate jurisdiction pursuant to KRS 23A.080, because no final judgment has been entered. If Plaintiff wishes to prevent his eviction from the Ivy, he should participate in the eviction proceedings in the district court offering whatever defenses he may have. That matter is set for a hearing on May 13, 2025 at 9 A.M. Plaintiff should contact the Jefferson District Court Clerk's office for guidance regarding remote participation in those proceedings. Once the District Court

Entered 25-CI-002530 04/09/2025 David L. Nicholson, Jefferson Circuit Clerk

6CEE79A5-4579-45ED-8B64-78BAC43BE661 : 000003 of 000004

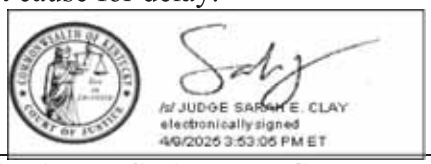
OPOR : 000003 of 000004

enters a final judgment on that matter, Plaintiff may seek appellate review of that decision in the Jefferson Circuit Court.

ORDER

WHEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff's Motion for a Temporary Injunction is **DENIED. IT IS FURTHER ORDERED** that this matter is **DISMISSED** due to lack of subject matter jurisdiction.

This is a final and appealable Order, there being no just cause for delay.



SARAH E. CLAY, JUDGE
JEFFERSON CIRCUIT COURT
DIVISION NINE (9)

DATE: _____

cc.

Daniel Feldman
8809 Denington Dr.
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699-3223

Michelle R. Rawn
Rawn Law Firm, PLLC
10000 Shelbyville Road, Suite 200
Louisville, KY 40223
michelle@rawnlawfirm.com
(502) 416-0150

Entered 25-CI-002530 04/09/2025 David L. Nicholson, Jefferson Circuit Clerk

6CEE79A5-4579-45ED-8B64-78BAC43BE661 : 000004 of 000004

OPOR : 000004 of 000004

Entered 25-CI-002530 04/17/2025 David L. Nicholson, Jefferson Circuit Clerk

No. 25-CI-002530

JEFFERSON CIRCUIT COURT
DIVISION NINE (9)
JUDGE SARAH E. CLAY

DANIEL FELDMAN PLAINTIFF

V. **ORDER**

SREIT IVY LOUISVILLE, LLC *et al.* DEFENDANTS

******

This matter is before the Court on Plaintiffs' Notice of Intent to File Motion for Reconsideration. Although the notice references an intent to file a future motion to reconsider pursuant to CR 59.05, it simultaneously asks the Court to reconsider its April 9, 2025, Order dismissing this action due to lack of jurisdiction. Thus, the Court will interpret the notice as a motion to alter, amend, or vacate pursuant to CR 59.05, and will DENY it. In so doing, the Court reiterates what it stated in its April 9th Order: that it reviewed the pleadings in the case before the Order was issued - as in *all* of the pleadings.

Additionally, the Court notes that while *pro se* litigants can sometimes enjoy relaxed application of the Rules of Civil Procedure, they still are expected to follow them. *See Watkins v. Fannin*, 278 S.W.3d 637, 643 (Ky. App. 2009) ("While *pro se* litigants are sometimes held to less stringent standards than lawyers in drafting formal pleadings, Kentucky courts still require *pro se* litigants to follow the Kentucky Rules of Civil Procedure." (internal citations omitted)). Henceforth, Plaintiff must file any pleadings in this action in accordance with the Civil Rules of Procedure, including CR 5.05, and the Jefferson Rules of Practice. To be clear: neither the Court, the Court's judicial assistant, nor the Court's bench clerk will accept any filings in this action. The Court will also not permit, receive, or review any *ex parte* communications regarding the substance of this case. If there are any further motions, other than dispositive motions pursuant to JRP 401, they shall be filed properly, with appropriate notice to all parties, and

Entered 25-CI-002530 04/17/2025 David L. Nicholson, Jefferson Circuit Clerk

60194A73-8601-4462-B19F-7653075EBA7B : 000001 of 000002

OD : 000001 of 000002

noticed for motion hour. As in every case, parties may appear via Zoom for motion hour, and information for logging in is contained on the Jefferson Circuit Court's website.[1]

WHEREFORE, IT IS HEREBY ORDERED that Plaintiff's Notice of Intent to File Motion for Reconsideration, which the Court has interpreted as a motion to alter, amend, or vacate pursuant to CR 59.05, is **DENIED.**

/s/ JUDGE SARAH E. CLAY
electronically signed
4/16/2025 3:02:38 PM ET

SARAH E. CLAY, JUDGE
JEFFERSON CIRCUIT COURT
DIVISION NINE (9)

DATE: _____

cc.

Daniel Feldman
8809 Denington Dr.
Louisville, KY 40222
danieljfeldmanphd@gmail.com
(307) 699-3223

Michelle R. Rawn
Rawn Law Firm, PLLC
10000 Shelbyville Road, Suite 200
Louisville, KY 40223
michelle@rawnlawfirm.com
(502) 416-0150

[1] Mr. Benz is an exception to this rule. He may not appear via Zoom, pursuant to previous Order of this Court in a separate action, Jefferson County Case No. 23-XX-83.

Entered 25-CI-002530 04/17/2025 David L. Nicholson, Jefferson Circuit Clerk

60194A73-8601-4462-B19F-7653075EBA7B : 000002 of 000002

OD : 000002 of 000002

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

FILED IN CLERKS OFF
JEFFERSON CIRCUIT CT
2025 APR 21 P 12:30
CLERK
BY D.C.

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Filed: April 21, 2025

PLAINTIFF'S MOTION FOR CLARIFICATION AND RECONSIDERATION OF APRIL 17 ORDER PROHIBITING FILINGS

TO THE HONORABLE JUDGE OF THE JEFFERSON CIRCUIT COURT, DIVISION 9:

Comes now Plaintiff, Daniel J. Feldman, Ph.D., respectfully moving this Court for clarification and reconsideration of the Order entered April 17, 2025, which mischaracterized Plaintiff's filings, denied Plaintiff the opportunity to file a motion for reconsideration under CR 59.05, and barred Plaintiff from submitting further filings. This motion is submitted in good faith to preserve Plaintiff's rights under Kentucky law and the United States Constitution.

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

87B25DC2-48B8-423F-889E-9F44FB90EC25 : 000001 of 000004
OD : 000001 of 000004

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

1. Legal Authority Supporting This Motion

This motion is submitted under **CR 59.05**, which allows a party to move the Court to alter, amend, or vacate a judgment within ten (10) days of its entry. In *Gullion v. Gullion*, 163 S.W.3d 888 (Ky. 2005), the Kentucky Supreme Court held that CR 59.05 exists to allow trial courts the opportunity to correct their own errors. In *Short v. City of Olive Hill*, 414 S.W.3d 433 (Ky. App. 2013), the Court of Appeals affirmed that a CR 59.05 motion is the appropriate mechanism when a party seeks relief from factual misstatements or legal misapplication that results in manifest injustice.

---

2. Plaintiff's Filing Was a Notice of Intent, Not a Final Motion

The Court's April 17 Order states that Plaintiff "filed a motion under CR 59.05." This is not accurate. The April 11 filing was clearly titled **Notice of Intent to File Motion for Reconsideration** and was submitted for the purpose of preserving the record and informing the Court and opposing counsel of Plaintiff's intent to submit a full motion upon receipt of HUD confirmation. No CR 59.05 motion was filed at that time.

---

3. The Order Denied Plaintiff's Right to File a Timely Motion

Plaintiff had until **Monday, April 21, 2025** to file a motion under CR 59.05. The Court's April 17 Order mischaracterized Plaintiff's intent, denied relief prematurely, and **barred Plaintiff from submitting the actual motion before the deadline**. This effectively cut off Plaintiff's procedural rights under Kentucky law without hearing or review.

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

87B25DC2-48B8-423F-889E-9F44FB90EC25 : 000002 of 000004

OD : 000002 of 000004

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

4. The Order Barred All Future Filings — Including a Damages Complaint

The April 17 Order stated that "neither the Court, the judicial assistant, nor the clerk will accept any filings." This sweeping bar not only shut down a motion that had not been filed, but also chilled Plaintiff's ability to file a **verified damages complaint**, which was completed and ready to submit. Plaintiff had prepared summons cover sheets and supporting materials and is now unsure whether the Court will accept them.

---

5. The Order Refers to "Ex Parte Communications" Without Basis

The Order references "ex parte communications." Plaintiff respectfully requests clarification of what communications the Court is referring to. All messages sent to the Court, judicial assistant, and clerk were **copied to opposing counsel**, including emails from April 7, 9, 11, and 15. These emails are attached as **Exhibit F**. There were no private or improper communications.

---

6. Plaintiff Is Disabled and Was Denied ADA Access

Plaintiff included a disability-related remote appearance request in his filings, which was never acknowledged. Plaintiff has delivered all 19 prior filings through his 81-year-old mother due to the lack of electronic filing access for pro se litigants. No accommodations were provided, and no response to ADA requests has ever been issued.

87B25DC2-48B8-423F-889E-9F44FB90EC25 : 000003 of 000004

OD : 000003 of 000004

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

7. Request for Notice of Hearing and ADA Access

Should this matter be placed on the Monday motion calendar or any other docket, Plaintiff respectfully requests **written notice in advance** and the ability to appear remotely. Plaintiff was previously told the matter would not be scheduled on a Monday, but it was. To avoid additional exclusion, Plaintiff asks for fair notice and ADA-compliant access.

WHEREFORE, Plaintiff respectfully requests:

(a) Clarification that Plaintiff may file a CR 59.05 motion and/or a verified complaint for damages;

(b) Reconsideration of the April 17, 2025 Order barring further filings;

(c) That the Court docket and review the present motion and all attached exhibits;

(d) That the Court provide notice of any hearing and allow Plaintiff to appear remotely in compliance with ADA protections.

Order

Plaintiff's Motion for Clarification and Reconsideration is hereby DENIED.

4/23/25

Judge Sarah E. Clay

87B25DC2-48B8-423F-889E-9F44FB90EC25 : 000004 of 000004

OD : 000004 of 000004

Entered 25-CI-002530 04/28/2025 David L. Nicholson, Jefferson Circuit Clerk

EXHIBIT A

Daniel J. Feldman, Ph.D.
8809 Denington Drive
Louisville, KY 40222
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN

COMMONWEALTH OF KENTUCKY

DANIEL J. FELDMAN,

Plaintiff,

v.

SREIT IVY LOUISVILLE, LLC, d/b/a THE IVY APARTMENT HOMES, HIGHMARK RESIDENTIAL, LLC, RAWN LAW FIRM, PLLC, ASHLEY LEMONS, ALFREDO CARBALLO, CHRISTIAN BLAKE HEATH, JARMEL "MEL" HOPSON, JASON WHITEHOUSE, MARY BETH WOODARD, JOHN R. BENZ, ESQ., MICHELLE RAWN, ESQ., JAYSON FREW, and JOHN DOES 1–3,

Defendants.

CIRCUIT COURT FOR JEFFERSON COUNTY

DIVISION: CIRCUIT DIVISION 9

CASE: 25-CI-002530

Judge: **HONORABLE JUDGE SARAH CLAY**

Action Filed: April 7, 2025

SUPPLEMENTAL SWORN DECLARATION OF PLAINTIFF DANIEL J. FELDMAN, PH.D. IN SUPPORT OF TEMPORARY RESTRAINING ORDER AND REQUEST FOR EX PARTE RELIEF

Comes now the Plaintiff, Daniel J. Feldman, Ph.D., and pursuant to Kentucky Rule of Civil Procedure 65.04 and all applicable authority, submits the following Supplemental Declaration in support of his Motion for Temporary Restraining Order. I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the following is true and correct to the best of my knowledge and belief.

10. Supplemental Purpose and Exhibit A – HUD Complaint

This Supplemental Declaration is made to supplement my original sworn declaration submitted on March 31, 2025. Submitted herewith as **Exhibit A** is the full HUD complaint and all supporting attachments, documenting the extensive pattern of discrimination, retaliation, obstruction, and professional misconduct by Defendants and their counsel.

---

11. Filing of Eviction Complaint – Exhibit B

On March 31, 2025, I provided Defendants and their counsel with a courtesy copy of my TRO application and a written warning that any further eviction attempt would constitute retaliation. On April 1, 2025—less than 24 hours later—Defendants filed a forcible detainer complaint in Jefferson County District Court (Case No. 25-C-003961). A true and correct copy is submitted as **Exhibit B**.

---

12. No Notice Provided – Continued Obstruction

Defendants did not serve me. I received no email, no phone call, no mailed notice, and no formal or informal communication about this new filing. This occurred despite my repeated instructions—documented in emails and the HUD complaint—that I am currently abroad and cannot receive door postings or site-based service. Defendants knew this and proceeded anyway.

---

13. Required Notice Repeatedly Ignored

I have repeatedly identified my required service channels: my parents' U.S. address (which is also my registered address at the USPS), my email, and my phone number. This is documented in Exhibit A and in nearly every communication I have sent since December 2024. Defendants' failure to notify me after receiving a TRO and after I explicitly revoked move-out **is intentional concealment and part of an ongoing obstruction pattern.**

---

14. Exhibit C – March 31 Email Rejecting Offer

Submitted as **Exhibit C** is my March 31, 2025 email, sent to counsel and management, in which I formally rejected Defendants' proposed "offer," rescinded my move-out notice, and reasserted my continued lawful possession of the premises. This message also included a direct warning that any legal action filed in light of their rent obstruction would be viewed as retaliatory and unethical.

---

15. Move-Out Rescission Was Triggered by Entrapment

Let it be clear that the only reason I rescinded my move-out notice is that Defendants refused to process it. They deliberately entrapped me into another year of lease liability while simultaneously obstructing rent payment—by withholding the rent amount, instructions, and contact information. Their plan was to force an artificial "nonpayment" condition and use that to justify an eviction and financial claim. This conduct is not just retaliatory—it is premeditated entrapment and fraud.

---

16. Pattern of Retaliatory Eviction and Lease Violations

Defendants have used **at least four separate false eviction threats** over the past two years, each time not based on lease violations but on fabricated pretexts—such as sending a Facebook friend request, attempting to clean shared spaces, recording on my security camera unauthorized personnel unlawfully inventorying and photographing all the contents of my apartment, or filing a complaint. Meanwhile, they have committed repeated **actual lease violations** themselves: including unauthorized entry into my home, **locking me out of my storage units**, photographing my belongings without permission, failing to provide pest control, and harassing my elderly mother during her attempt to assist me with medication retrieval.

---

17. Harm and Physical Consequences of Their Pattern

This pattern of neglect, retaliation, and obstruction has had devastating physical and emotional consequences. I have suffered:

- **Permanent loss of vision in one eye**,
- **Two unnecessary and invasive eye surgeries**,
- **Multiple emergency room visits and doctor consultations**,
- **Months of untreated insect infestation**, despite paying for extermination,
- **Severe emotional distress**, and
- **Over $1 million in resulting damages**, including medical, psychological, and housing instability.

Their refusal to provide extermination, after charging for it, forced me into unsafe living conditions. When I requested service, they said, “It’s only $5/month,” and then ignored me for months while I continued to suffer insect bites. Their actions directly caused the repeated trauma and medical injury I now endure.

---

18. This Is Procedural Violence

What Defendants are doing is not just retaliation. It is **procedural violence**. When a person with disabilities is knowingly denied medical accommodation, threatened with baseless eviction, prevented from retrieving thousands of dollars of life-saving pharmacy-mailed prescriptions, and subjected to gaslighting and entrapment through process abuse—this is a form of violence. The law recognizes that injury is not always physical in form. In my case, it has been both physical and emotional. I am now permanently injured, medically unstable, and under threat of removal due to Defendants’ coordinated acts of legal and personal harm.

---

19. Request for Sanctions and Emergency Reimbursement

I respectfully request that this Court:

- Issue sanctions under CR 11 and KRS § 383.705,
- Order Defendants and counsel to appear and show cause why further sanctions should not be imposed,
- Order Defendants to **immediately reimburse $4,360.00**, as itemized in prior letters and supported by Exhibit A,

- And treat this retaliation and obstruction not as a procedural matter—but as an **escalation of a long campaign of coordinated harm** against a disabled tenant.

---

20. Proposed Order Submitted

A proposed order is tendered herewith for the Court's consideration. The Court is respectfully asked to grant immediate relief as requested above or set this matter for emergency hearing. Plaintiff reserves the right to pursue further damages and relief in civil and administrative proceedings.

POINTS AND AUTHORITIES IN SUPPORT

KRS § 383.705 – Prohibits retaliation for tenant legal activity.

KRS § 344.280 – Prohibits conspiracy and retaliation.

KRS § 383.615 – Requires good-faith processing of notices.

42 U.S.C. § 3617 – Retaliation is prohibited under Fair Housing Act.

42 U.S.C. § 3613(c) – Allows treble damages for intentional violations.

CR 11 – Authorizes sanctions for bad-faith filings.

Eggshell Plaintiff Doctrine – Heightened vulnerability increases liability.

Relevant Cases:

- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
- *Reste Realty v. Cooper*, 251 A.2d 268 (N.J. 1969)

- *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014)
- *Robinson v. CHA*, 1995 WL 500498
- *Jankowski Lee v. Cisneros*, 91 F.3d 891 (7th Cir. 1996)

I respectfully request that this Supplemental Declaration, along with Exhibits A–C and the Proposed Order for Sanctions, be considered in full in support of my Motion for TRO.

Verification

I, Daniel J. Feldman, declare under penalty of perjury under the laws of the Commonwealth of Kentucky that the foregoing Motion is true and correct to the best of my knowledge.

Executed on April 7, 2025.

Daniel J. Feldman, Ph.D.

8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

EXHIBIT A – HUD COMPLAINT WITH SUPPORTING DOCUMENTATION OF ALL HARASSMENT CLAIMS

EXHIBIT B – EVICTION COMPLAINT FILED WITHOUT NOTICE AGAINST PLAINTIFF IN RETALIATION FOR FILING THIS TRO APPLICATION

EXHIBIT C – LETTER FROM FELDMAN TO THE IVY REFUSING THEIR "OFFER"

EXHIBIT A – HUD COMPLAINT WITH SUPPORTING DOCUMENTATION

OF ALL HARASSMENT CLAIMS

QUESTION 1

Why do you believe someone discriminated against you, someone you live with, or someone you sought to live with?

Choose at least one reason. You can choose more than one.

- [ ] Because of race
- [ ] Because of color
- [ ] Because of religion
- [ ] Because of national origin (including limited English proficiency)
- [x] Because of disability
- [x] Because of sex
- [ ] Because of familial status (this includes children under 18 years old, pregnancy or seeking legal custody)
- [x] Retaliation, intimidation, or interference related to exercising a fair housing right (such as filing a complaint) or helping others to do so
- [x] Other reason (explain below)

Slander proven in court to be false statements from my previous landlord to my current landlord

- [ ] **Other members of my household or other people at the property experienced discrimination. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 2

Who discriminated against you?

Provide as much information as you have available. We won't contact them before speaking with you.

First name (or business name): The IVY Apartment Homes and Highmark Residential

Last name:

Relationship to you: (e.g. landlord, lender, real estate agent) Landlord, Property Management

Address: 3300 Altabrook Dr, Louisville, KY 40245

Business name or job title: The IVY Apartment Homes and Highmark Residential

Phone number 1: (502) 804-2979 Phone number 2: 214-561-1200

Email address: info@highmarkres.com

Location (for example, name of residential rental or sales property, public entity, business, or bank):
Highmark Residential

Street address: 5429 LBJ Freeway, Suite 800 Apt. or unit:

City: Dallas State: TX ZIP: 75240

☑ **More than one person or business discriminated against me. We'll collect their name(s) and contact information when we speak with you.**

QUESTION 3

Where did the discrimination happen?

Provide the name and address of the building, apartment complex, or other location where the discrimination occurred. Provide as much information as you have available.

Location (for example, name of residential rental or sales property, public entity, business, or bank):
The IVY Apartment Homes

Street address:13647 Aragon Way Apt 3303 Apt or unit:

City:Louisville State: KY ZIP: 40245

QUESTION 4

When did the discrimination happen?

If it happened multiple times or is still happening, provide the most recent date you experienced discrimination.

Date(s) of discrimination:

03/15/2022 - 03/31/2025

☑ **The alleged discrimination is continuing or ongoing or the alleged discrimination is still happening.**

QUESTION 5

What happened?

Summarize the events and why you believe you experienced housing discrimination because of race, color, national origin, religion, sex, disability, or familial status. For example: Were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently because of the presence of minor children? Denied a disability-related reasonable accommodation? Terminated from participating in a housing-assistance program? Treated differently or denied services by a state, local government, public housing agency, or other organization that may receive money from HUD? Describe the reasons you believe discrimination occurred, any evidence you might have and provide the names of witnesses (if any).

What happened?:

I am a gay, permanently disabled tenant who has experienced repeated and escalating housing discrimination, harassment, and retaliation by The Ivy Apartment Homes (managed by Highmark Residential). I believe this occurred because of my disability and sex (interpreted under federal law to include sexual orientation), and because I exercised my rights under the Fair Housing Act and requested reasonable accommodations.

Most critically, as a result of Ivy's deliberate refusal to accommodate my disability, I suffered permanent vision loss in one eye. During my recovery from emergency retinal surgery, Ivy knowingly allowed excessive noise and dog barking above my unit despite my written medical warning that I was required to remain motionless and stress-free for my eye to heal. Staff later denied the dog's existence entirely and accused me of harassment after I attempted to resolve the issue respectfully. Their inaction directly caused the retina to fail to reattach—leaving me blind in that eye.

NOTE: Continued on next page

What happened? (continued):

In addition to that, I have been:

- Issued multiple false eviction threats, including for cleaning the communal coffee machine, reporting falling debris, using the word "Karen," and submitting safety complaints
- Locked out of storage units with no explanation
- Overcharged for a pet I no longer had, and denied promised financial incentives
- Denied access to my lease and payment platform while out of the country, then threatened with legal action for nonpayment
- Harassed by staff entering my unit, photographing my belongings, and making false statements about me to justify retaliatory actions
- Denied access to critical medication, as my 81-year-old mother (with notarized authorization) was turned away by staff

This pattern of abuse worsened after I submitted a formal complaint and entered into a verbal moratorium agreement on March 3, 2023, with Ivy's corporate representative, which they have repeatedly violated. I am now facing imminent retaliatory eviction, despite being in lawful possession and in the middle of asserting my civil rights.

I believe I am being targeted in violation of the Fair Housing Act's protections for disability, retaliation, and sex-based discrimination as it applies to sexual orientation under HUD's current policy interpretation.

Key evidence includes:

Multiple formal emails, letters, affidavits, and videos
- A notarized letter from my mother
- Video of illegal entry and harassment by staff
- Video of safety hazards and ignored emergency complaints
- Timeline and documentation of unprocessed complaints, threats, and responses

Witnesses include:

- Jo Anne Feldman (mother)
- Jason Frew (tenant and referral witness)
- Black Diamond Pest Control technician (present during privacy violation)
- Video evidence from two uploaded recordings with timestamped footage

See attached PDF for full detail and much of the evidence. I have extensive documentation for any of these events, available on request.

NOTE: If you need more space, attach additional pages

CONTACT INFORMATION

How can we contact you?

We'll need to contact you after we review your information. We won't release any of your personal information to the person whom you identified as discriminating against you before notifying them of a formal complaint.

Your name and contact information

First name: Daniel Last name: Feldman

Phone number: (307) 699-3223 ☑ Cell phone?

Email address(es): danieljfeldmanphd@gmail.com

Preferred contact: ☑ Phone ☑ Email ☐ Other

Best time to call: ☑ Morning ☑ Afternoon Preferred language(s): English

Street address: 8809 Denington Drive Apt. or unit:

City: Louisville State: KY ZIP: 40222

Your mailing address

Street Address: 8809 Denington Drive Apt. or unit:

City: Louisville State: KY Zip: 40222

Second Point of Contact

First name: Jo Anne Last name: Feldman

Phone number: (502) 429-3567 Email address: jojofeld@bellsouth,net

Relationship to you (optional)

☑ Family member or friend

☐ Attorney

☐ Fair housing advocate or representative

☐ Other

FORM INSTRUCTIONS

Where to mail your claim form

Submit online at **www.hud.gov/fairhousing/fileacomplaint** or send your claim form to the FHEO regional office that serves the state or territory where the discrimination happened. We'll review your information and contact you as soon as possible.

FHEO Region 1 (New England)
CT, ME, MA, NH, RI, VT

Mail:
FHEO Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway St, Room 553
Boston, MA 02222
Call (617) 994-8300 for assistance

FHEO Region 2 (NJ, NY, Caribbean)
NJ, NY, Puerto Rico, Virgin Islands

Mail:
FHEO Region 2
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278
Call (212) 542-7519 for assistance

FHEO Region 3 (Mid-Atlantic)
DE, DC, MD, PA, VA, WV

Mail:
FHEO Region 3
The Strawbridge Building
801 Market Street, 12th Floor
Philadelphia, PA 19107
Call (215) 861-7646 for assistance

FHEO Region 4 (Southeast)
AL, FL, GA, KY, MS, NC, SC, TN

Mail:
FHEO Region 4
Five Points Plaza
40 Marietta NW St., 16th Floor
Atlanta, GA 30303
Call (404) 331-5140 for assistance

FHEO Region 5 (Upper Midwest)
IL, IN, MI, MN, OH, WI

Mail:
FHEO Region 5
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Rm. 2202
Chicago, IL 60604
Call (312) 913-8453 for assistance

FHEO Region 6 (South/Southwest)
AR, LA, NM, OK, TX

Mail:
FHEO Region 6
307 W. 7th Street Suite 1000
Fort Worth, TX 76102
Call (817) 978-5900 for assistance

FHEO Region 7 (Lower Midwest)
IA, KS, MO, NE

Mail:
FHEO Region 7
Gateway Tower II 400 State Avenue,
Room 200 Kansas City, KS 66101
Call (913) 551-6958 for assistance

FHEO Region 8 (Mountain West)
CO, MT, ND, SD, UT, WY

Mail:
FHEO Region 8
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202
Call (303) 672-5437 for assistance

FHEO Region 9 (West/Territory Islands)
AZ, American Samoa, CA, Guam, HI, NV

Mail:
FHEO Region 9
One Sansome St. Suite 1200
San Francisco, CA 94104
Call (415) 489-6524 for assistance

FHEO Region 10 (Northwest)
AK, ID, OR, WA

Mail:
FHEO Region 10
Seattle Federal Office Building
900 First Avenue, Room 205
Seattle, WA 98104
Call (206) 220-5170 for assistance

Paperwork Reduction Act Burden Statement

The public reporting burden for this collection of information is estimated to average 0.75 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, the Office of Information Technology, US. Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2529–0011. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

This collection of information is required for collection of pertinent information from persons or entities who wish to file housing discrimination complaints under the Fair Housing Act of 1968, as amended. 42 U.S.C. § 3601 et seq. The information will be used to provide HUD with sufficient information to contact aggrieved persons and notify respondents; make initial assessments regarding HUD's authority to investigate allegations of unlawful housing discrimination; and conduct administrative complaint investigations. No assurances of confidentiality are provided for this information collection.

Undeniable Evidence of Housing Discrimination, Harassment, Retaliatory Conduct, Constructive Eviction, Negligence, Bad Faith, Abuse of Process, Lease Violations, Legal Misconduct, and Civil Conspiracy

The IVY Apartment Homes

3300 Altabrook Drive, Louisville, KY 40245,

Highmark Residential

5429 LBJ Freeway, Suite 800, Dallas, TX 75240, and

John Benz and Michelle Rawn at Rawn Law Firm, PLLC,

10000 Shelbyville Road, Suite 200, Louisville, KY 40223

March 2025

as reported by tenant

Daniel J. Feldman, Ph.D.

Table of Contents

SUMMARY: Chronology of 25 Incidents Documenting Housing Discrimination, Harassment, Retaliatory Conduct, Constructive Eviction, Negligence, Bad Faith, Abuse of Process, Lease Violations, Legal Misconduct, and Civil Conspiracy

Set One: UNANSWERED EMAILS SENT TO IVY AND COUNSEL REGARDING PAYMENT OF MARCH RENT, INTENT TO MOVE OUT, OBSTRUCTION, AND MISCONDUCT

Set Two: NOTICE OF INTENT TO MOVE OUT THAT IVY AND COUNSEL HAVE FAILED TO ACKNOWLEDGE OR SIGN

Set Three: AFFIDAVIT FROM JO ANNE FELDMAN REGARDING IVY MISCONDUCT AND OBSTRUCTION INCLUDING THE AUTHORIZATION LETTER TO ACT OF BEHALF OF DANIEL FELDMAN

Set Four: UNANSWERED ATTEMPTS TO REACH JASON WHITEHOUSE REGARDING THE IVY BREACH OF THE LEASE AGREEMENT

Set Five: UNANSWERED DEMAND FOR REIMBURSEMENT FROM IVY DEADLING DECEMBER 6, 2024'

Set Six: COMPLAINT AGAINST HIGHMARK AND IVY REQUESTING DECLARATORY JUDGMENT FOR HARASSMENT AND DISCRIMINATION FILED AND WITHDRAWN SAME DAY IN MARCH 2023 WITH AGREEMENT WITH MARY BETH WOODARD FOR MORATORIUM ON FURTHER INSTANCES OF HARASSMENT USING FALSIFIABLE WARNINGS AND EVICTION THREATS

Set Seven: SAMPLE EVICTION NOTICE FOR SENDING A FACEBOOK FRIEND REQUEST TO A STAFF MEMBER

TABLE OF CONTENTS – SUMMARY OF INCIDENTS

Incident #	Title	Date	Staff Involved	Legal Categories	YouTube Video
1	Wine Concession Misappropriation – $150 Refund Ignored and Program Denied	2021–Dec 2024	['Carballo', 'Robinson', 'Heath', 'Whitehouse']	['Fraud', 'Discrimination', 'Financial Misconduct', 'Moratorium Violation']	
2	Pest Control Fraud – Contract Charged but Unavailable	Jan–May 2022	['Barry', 'Carballo', 'Lyles']	['Fraud', 'Financial Misconduct']	IVY Harassment & Privacy Violations
3	Bug Infestation – ER Visits and Health Harm	Mar–Sep 2022	['Barry', 'Carballo', 'Lyles']	['Health & Safety Violation', 'Personal Injury']	IVY Harassment & Privacy Violations
4	Harassment and Racism Claim by Larry	Sep 2022	['Larry', 'Walker', 'Hopson']	['Harassment', 'Disability Discrimination', 'Emotional Distress']	IVY Harassment & Privacy Violations
5	Unauthorized Photos – Privacy Violation	Sep 2022	['Larry', 'Lyles', 'Walker']	['Privacy Violation', 'Civil Rights Violation']	IVY Harassment & Privacy Violations
6	Retaliatory Eviction Threat and Repeat Privacy Violation	Sep 2022	['Burke', 'Lyles']	['Retaliation', 'Privacy Misuse']	IVY Harassment & Privacy Violations
7	Coffee Station Health Hazard – Refusal to Provide Soap or Sanitation	Jan–Mar 2023	['Burke', 'Walker']	['Health & Safety Violation']	
8	Moldy Coffee Machine – Neglect of Equipment and Tenant Well-Being	March 2023	['Burke']	['Health & Safety Violation', 'Negligence']	
9	Eviction Threat for Attempting to Sanitize Kitchen	March 2023	['Burke', 'Walker']	['Retaliation']	
10	Eviction Threat Over Facebook Friend Request	March 2, 2023	['Burke', 'Walker', 'Carballo']	['Retaliation']	IVY Disregard for Safety & Harassment

TABLE OF CONTENTS – SUMMARY OF INCIDENTS

Incident #	Title	Date	Staff Involved	Legal Categories	YouTube Video
11	Ignored Safety Risk During Tornado Watch – Damage to Nursing School Vehicles	March 2–3, 2023	['Burke', 'Walker', 'Carballo']	['Health & Safety Violation', 'Negligence']	IVY Disregard for Safety & Harassment
12	Retaliatory Eviction Threat for “Karen” Comment in Private Email	March 2023	['Burke']	['Retaliation', 'Moratorium Violation']	
13	Verbal Moratorium Agreement Following Lawsuit Preparation and Courtesy Copy	March 3, 2023	['Woodard', 'Hopkins (possible)']	['Contractual Agreement']	
14	Eviction Threat Over Authorized Pet	August 17, 2023	['Armstrong', 'Carballo']	['Retaliation', 'Moratorium Violation']	
15	Permanent Vision Loss Due to Post-Surgery Negligence	Aug–Oct 2024	['Carballo', 'Robinson', 'Whitehouse', 'Heath']	['Disability Discrimination', 'Health & Safety Violation', 'Personal Injury', 'Moratorium Violation']	
16	Retaliation After Attempting to Address Noise Respectfully	September 2024	['Heath']	['Retaliation', 'Moratorium Violation']	
17	Storage Unit Lockout and Constructive Eviction	October 2024	['Carballo', 'Robinson', 'Hopson']	['Privacy Violation', 'Lease Breach', 'Moratorium Violation']	
18	Referral Bonus Fraud – Civil Rights Implications and Financial Misconduct	May–Nov 2024	['Carballo', 'Heath', 'Robinson', 'Whitehouse', 'Woodard', 'Benz', 'Rawn']	['Fraud', 'Financial Misconduct', 'Discrimination', 'Civil Rights Violation', 'Moratorium Violation']	
19	Pet Fee Overcharge After Pet Removed	Mar 2024 – Feb 2025	['Carballo']	['Financial Misconduct', 'Moratorium Violation']	
20	Move-Out Notice Ignored – Lease Renewed by Operation of Law	Feb 4–8, 2025	['Lemons', 'Carballo', 'Robinson', 'Whitehouse']	['Lease Violation', 'Retaliation', 'Moratorium Violation']	

TABLE OF CONTENTS – SUMMARY OF INCIDENTS

Incident #	Title	Date	Staff Involved	Legal Categories	YouTube Video
21	Denial of Medication Pickup by Authorized Representative	Feb 26 & 28, 2025	['Lemons']	['Retaliation', 'Medical Neglect', 'Moratorium Violation']	
22	Reimbursement Demands Ignored – Four Deadlines, No Response	Nov 27, 2024 – Mar 28, 2025	['Lemons', 'Robinson', 'Heath', 'Whitehouse', 'Woodard', 'Rawn', 'Benz']	['Retaliation', 'Financial Misconduct', 'Moratorium Violation']	
23	False Allegations by Attorney John Benz	March 21, 2025	['Benz']	['Legal Misconduct', 'Retaliation', 'Moratorium Violation']	
24	Legal Entrapment and Obstruction by Attorney Michelle Rawn	March 21–28, 2025	['Rawn']	['Legal Misconduct', 'Retaliation', 'Moratorium Violation']	
25	Cross-Jurisdictional Retaliation – Ongoing Slander, Emotional Harm, and Legal Interference	Mar 2023 – Mar 2025	['Walker', 'Lyles', 'Burke', 'Robinson', 'Heath', 'Carballo', 'Woodard', 'Whitehouse', 'Lemons']	['Civil Rights Violation', 'Retaliation', 'Conspiracy', 'Moratorium Violation', 'Emotional Distress']	

TABLE OF CONTENTS – CAST OF CHARACTERS

Leasing & Front Desk

- **Alfredo Carballo** – 2020–2025 | Leasing / Front Desk
- **Michaela Walker** – 2022–2023 | Leasing / Front Desk *(terminated)*
- **Cassidy Armstrong** – August 2023 | Leasing Specialist

Assistant / Associate Community Directors

- **Barry [Last Name Unknown]** – 2021–2022 | Assistant Community Director *(terminated)*
- **Christian Blake Heath** – 2024–2025 | Assistant Community Director

---

Community Directors

- **Ella Lyles** – 2022–March 3, 2023 | Community Director *(terminated)*
- **Katrina Robinson** – 2023–2025 | Community Director *(terminated)*
- **Ashley Lemons** – 2025 | Community Director (current)

Maintenance

- **Larry [Last Name Unknown]** – 2022–2023 | Lead Maintenance *(terminated)*
- **Jarmel "Mel" Hopson** – 2022–2025 | Lead Maintenance

Regional Management

- **Jennifer Burke** – 2022–March 3, 2023 | Regional Manager *(terminated immediately following legal notice)*
- **Jason Whitehouse** – 2024–2025 | Regional Manager

Corporate Oversight

- **Mary Beth Woodard** – 2020–2025 | Regional Corporate Manager

Legal

- **John Benz** – 2023–2025 | Attorney, Rawn Law Firm
- **Michelle Rawn** – 2023–2025 | Supervising Partner, Rawn Law Firm
- **Steven Hopkins** – General Counsel, Highmark Residential *(likely silent participant in March 3, 2023 moratorium call)*

BRIEF NARRATIVES OF EACH INCIDENT

1. Wine Concession Misappropriation – $150 Refund Ignored and Program Denied

Date: 2021–December 2024
Staff Involved: Carballo, Robinson, Heath, Whitehouse
Categories: Fraud, Discrimination, Financial Misconduct, Moratorium Violation

In 2021, under prior management, Feldman manually loaded $150 onto a wine vending card through Ivy's leasing office, after being told the staff would do it manually due to kiosk issues. Highmark Residential later removed the amenity entirely. Feldman requested a refund for the unused balance—providing documentation—but management refused to investigate, accept the card, or acknowledge the program had existed. They ultimately claimed the wine concession "never existed," despite being the ones who discontinued it. This constitutes financial fraud, misappropriation of funds, and appears to be part of a discriminatory pattern of refusing to process Feldman's legitimate claims.

---

2. Pest Control Fraud – Contract Charged but Unavailable

Date: March – August 2022
Staff Involved: Barry, Carballo, Lyles
Categories: Fraud, Financial Misconduct

Feldman reported a biting midge infestation beginning in early 2022. Despite visible bites and worsening conditions, Barry admitted that Ivy had no exterminator contract—even though tenants were being charged $5/month. This financial fraud continued for months. Feldman requested reimbursement, which was denied, and Ivy later falsely claimed a contract had been in place the entire time. The fraudulent billing was never addressed, and staff retaliated when Feldman exposed it.

3. Bug Infestation – ER Visits and Health Harm

Date: March – September 2022
Staff Involved: Barry, Carballo, Lyles
Categories: Health & Safety Violation, Personal Injury

The untreated infestation caused Feldman to suffer from escalating bites and skin irritation, resulting in multiple ER visits and doctor appointments. Ivy staff ignored the infestation, denied responsibility, and failed to reimburse medical or other related costs. This demonstrated both a disregard for tenant health and an unwillingness to act on clear, documented harm.

---

4. Harassment, Discrimination, and Work Interference by Larry

Date: September 2022
Staff Involved: Larry, Walker, Hopson
Categories: Harassment, Disability Discrimination, Emotional Distress

Feldman missed multiple workdays waiting for exterminator visits that were never fulfilled. Larry failed to show up twice, causing financial harm and disrupting Feldman's attempt to return to work post-disability. When Feldman expressed frustration, Larry became aggressive and falsely accused him of racism. This accusation was witnessed by Hopson, who did nothing. The incident reflected both retaliatory behavior and discriminatory intent.

---

5. Unauthorized Photos – Privacy Violation

Date: September 2022
Staff Involved: Larry, Lyles, Walker
Categories: Privacy Violation, Civil Rights Violation

Larry entered Feldman's apartment under false pretenses and took unauthorized photos of his belongings. He was overheard stating he was looking for something to justify an eviction. Ivy management refused to intervene and returned the next day to take additional photos—despite Feldman's refusal to consent to further entry.

6. Retaliatory Eviction Threat and Repeat Privacy Violation

Date: September 2022
Staff Involved: Burke, Lyles
Categories: Retaliation, Privacy Misuse

After Feldman's in-unit security camera recorded Larry taking unauthorized photos, Ivy accused Feldman of violating Larry's privacy—despite the misconduct being clearly on Larry's part. Ivy then used that false accusation to justify a second unauthorized entry to take more photos, compounding the violation and issuing a retaliatory eviction threat.

---

7. Coffee Station Health Hazard – Refusal to Provide Soap or Sanitation

Date: Jan–Mar 2023
Staff Involved: Burke, Walker
Category: Health & Safety Violation

Despite ongoing public health risks and Feldman's personal vulnerability following a prior COVID hospitalization, Ivy staff refused to provide basic sanitation supplies—no soap, sanitizer, or disinfectants—in a shared tenant kitchen. Feldman made repeated health-based requests, citing legitimate safety concerns, but was ignored. This reflects a total disregard for tenant health and hygiene protocols during an active pandemic, violating both lease expectations and common decency.

---

8. Moldy Coffee Machine – Neglect of Equipment and Tenant Well-Being

Date: March 2023
Staff Involved: Burke
Categories: Health & Safety Violation, Negligence

Feldman took it upon himself to clean the coffee machine after discovering mold buildup and verifying that it had not been cleaned for over two months, as shown by its internal logs. Rather than thank him, Burke reprimanded him for unlocking and cleaning the machine—a task that staff had failed to perform for weeks.

9. Eviction Threat for Attempting to Sanitize Kitchen

Date: March 2023
Staff Involved: Burke, Walker
Category: Retaliation

After Feldman used soap from the restroom to sanitize the common kitchen—because none was provided—management accused him of misconduct. This act of retaliation escalated into an eviction threat, despite there being no lease clause violated.

---

10. Eviction Threat Over Facebook Friend Request

Date: March 2, 2023
Staff Involved: Burke, Walker, Carballo
Category: Retaliation

Feldman sent a Facebook friend request to notify a staff member about falling debris. The next day, he received a 14-day eviction warning based on a staff-only social media policy that wasn't in his lease. Ivy used a safety communication as a pretext for retaliation.
Video Evidence: See "Blustery Day at The Ivy"

---

11. Ignored Safety Risk During Tornado Watch – Damage to Nursing School Vehicles

Date: March 2–3, 2023
Staff Involved: Burke, Walker, Carballo
Categories: Health & Safety Violation, Negligence

Boxes were falling from a fourth-floor balcony during an active tornado watch. Vehicles were damaged in the adjacent nursing school lot. Ivy was informed and refused to act, claiming they couldn't enter the tenant's unit—even though the lease explicitly allows entry in safety emergencies.
Video Evidence: See "Blustery Day at The Ivy"

12. Retaliatory Eviction Threat for “Karen” Comment in Private Email

Date: March 2023
Staff Involved: Burke
Category: Retaliation, Moratorium Violation

Feldman sent a private complaint email to management describing a pattern of arbitrary, fabricated lease enforcement as “Karen-like behavior”—a term he legally contextualized and applied to a director who had issued multiple false eviction threats. Within 24 hours, Ivy issued another eviction threat, claiming that his use of the term was discriminatory. What makes this particularly egregious is that there is no clause in Feldman’s lease that prohibits such language—and his use of the term accurately described unlawful behavior, including the very eviction threat that followed.

---

13. Verbal Moratorium Agreement Following Lawsuit Preparation and Courtesy Copy

Date: March 3, 2023
Staff Involved: Woodard (*Steven Hopkins possibly silent participant*)
Category: Contractual Agreement

On March 3, 2023, Feldman prepared and finalized a Declaratory Judgment Complaint citing discrimination, harassment, and false eviction threats. Before filing or serving the complaint, he sent a courtesy copy to Ivy and Highmark Residential, including Regional VP Mary Beth Woodard. The complaint was never filed or served. Within ten minutes of that communication, Jennifer Burke was fired. In a recorded phone call later that day, Woodard acknowledged wrongdoing and proposed a verbal moratorium agreement, promising that Ivy would issue no further warnings, threats, or lease violations unless supported by unfalsifiable proof of an actual lease breach. Steven Hopkins, General Counsel for Highmark, was likely on the call but did not speak. This moratorium became the foundation for Feldman’s later claims of retaliation and breach, as Ivy repeatedly ignored its terms.

14. Eviction Threat Over Authorized Pet

Date: August 17, 2023
Staff Involved: Armstrong, Carballo
Categories: Retaliation, Moratorium Violation

Feldman received a formal notice from Leasing Specialist Cassidy Armstrong, claiming he was in violation of the lease due to having an "unauthorized pet." This was entirely false—his cats had been formally registered with Ivy since move-in, and all fees were paid. Three weeks before the notice, Feldman had notified Carballo that one of his cats had passed away and requested the lease reflect only one pet. Instead, he received a 14-day notice to remedy, threatening financial penalties and lease consequences.

This was the fifth such false warning within 12 months. Ivy staff used fabricated violations as a tactic of harassment, even after corporate leadership had promised to cease these threats. The emotional impact of this continued harassment—especially over a deceased pet—was profound and traumatic.

---

15. Permanent Vision Loss Due to Post-Surgery Negligence

Date: August – October 2024
Staff Involved: Carballo, Robinson, Whitehouse, Heath
Categories: Disability Discrimination, Health & Safety Violation, Personal Injury, Moratorium Violation

Following emergency retinal surgery, Feldman was under strict medical orders to lie face-down for 10 weeks so his retina could reattach and heal. He informed Ivy staff in advance and repeatedly during his recovery. Despite this, an unapproved dog barked continuously above his apartment, often for eight or more hours a day—including early mornings. Staff took no action to stop it. Heath initially admitted that there was a dog, that it was not on the lease, and told Feldman to "just deal with it" since the tenants would be moving in two months. Later, Heath gaslit Feldman, denying the dog ever existed, contradicting both facts and his own prior statements. No effort was made to resolve the noise, even after Feldman explained the risk to his eyesight. As a result, his retina was unable to reattach, and he suffered permanent vision loss—a foreseeable medical consequence directly caused by Ivy's negligence and mismanagement.

16. Retaliation After Attempting to Address Noise Respectfully

Date: September 2024
Staff Involved: Heath
Category: Retaliation, Moratorium Violation

When Feldman—out of desperation—spoke kindly to the upstairs neighbor about using a no-bark collar, Ivy accused him of harassment. This act violated the moratorium agreement and reversed blame in a context where Ivy had failed to enforce lease rules. Feldman's intent was peace and recovery; Ivy's response was retaliatory and discriminatory.

---

17. Storage Unit Lockout and Constructive Eviction

Date: October 2024
Staff Involved: Carballo, Robinson, Hopson
Categories: Privacy Violation, Lease Breach, Moratorium Violation

Feldman discovered he had been locked out of his own storage units, without notice or explanation. Ivy management refused to clarify who accessed or changed the locks. The lockout lasted over a week, during which Feldman could not access critical personal property. This was a constructive eviction, a violation of his lease rights, and yet another act of obstruction and bad faith.

18. Referral Bonus Fraud – Civil Rights Implications and Financial Misconduct

Date: May – November 2024
Staff Involved: Carballo, Heath, Robinson, Whitehouse, Woodard, Benz, Rawn
Categories: Fraud, Financial Misconduct, Discrimination, Civil Rights Violation, Moratorium Violation

Feldman referred two tenants under Ivy's clearly advertised referral program—both of whom met all eligibility requirements. Staff were notified in advance, and marketing emails confirm the program was in effect. After the tenants moved in, Ivy denied the program existed, refused to issue the promised bonus, and ignored all supporting documentation. This was not just fraudulent and retaliatory—it reflects targeted, unequal treatment, and is actionable as a civil rights violation. Feldman believes this denial was part of a broader discriminatory pattern, and that Ivy's refusal to honor contractual obligations based on who the referral came from exposes the company to reputational and financial liability, as well as legal consequences under fair housing and civil rights law.

---

19. Pet Fee Overcharge After Pet Removed

Date: March 2024 – February 2025
Staff Involved: Carballo
Categories: Financial Misconduct, Moratorium Violation

Feldman informed staff three separate times that he no longer had pets. Despite this, Ivy charged him a $30 monthly pet fee for 12 months, totaling $360. Staff never corrected the error or refunded the charges. Ivy knowingly took money it was not entitled to.

20. Move-Out Notice Ignored – Lease Renewed by Operation of Law

Date: February 4–8, 2025
Staff Involved: Lemons, Carballo, Robinson, Whitehouse
Categories: Lease Violation, Retaliation, Moratorium Violation

Feldman submitted Ivy's own official move-out form on February 4, 2025, well in advance of the stated deadline. Ivy staff—including Community Director Ashley Lemons—refused to sign, acknowledge, or respond to the form, despite multiple follow-ups. This was not administrative delay—it was a deliberate act designed to deny Feldman a lawful exit from the lease. As a result, under Ivy's own lease terms, the move-out request is invalidated, and the lease automatically renewed for an additional 13 or 14 months. Feldman no longer has access to the portal where his lease was stored, as Ivy removed the document without notice, further compounding the issue. Feldman has now revoked his move-out notice in writing, retaining lawful possession of the unit. This is a clear breach of tenant rights and a manipulative attempt to create future eviction leverage, in direct violation of the March 3, 2023 moratorium agreement.

21. Denial of Medication Pickup by Authorized Representative

Date: February 26 & 28, 2025
Staff Involved: Lemons
Categories: Retaliation, Medical Neglect, Moratorium Violation

Feldman's 81-year-old mother, acting under notarized authorization, attempted to retrieve his life-sustaining autoimmune medication (valued over $1,000). Ivy staff refused her entry to the package room, falsely claimed Feldman no longer lived at the property (despite paid rent), and treated her with open hostility. This was not only retaliatory and dismissive—it posed a direct risk to Feldman's health.

22. Reimbursement Demands Ignored – Four Deadlines, No Response

Date Range: November 27, 2024 – March 28, 2025
Staff Involved: Lemons, Robinson, Heath, Whitehouse, Woodard, Rawn, Benz
Categories: Retaliation, Financial Misconduct, Moratorium Violation

Feldman submitted four formal reimbursement demands, each with documented evidence and clear deadlines. Not a single staff member acknowledged or responded to any of the claims. This stonewalling occurred while Ivy issued a less-than-24-hour rent demand notice in March 2025, threatening legal action unless payment was received immediately. The contrast is striking: four months of silence when Feldman sought relief, versus urgent threats when Ivy sought payment. Ivy has shown a pattern of withholding communication to protect itself, while weaponizing urgency and legal pressure against Feldman in retaliation.

---

23. False Allegations by Attorney John Benz

Date: March 21, 2025
Staff Involved: Benz
Categories: Legal Misconduct, Retaliation, Moratorium Violation

Ivy's attorney John Benz sent a letter refuting Feldman's claims with a series of provably false statements. Despite identifying as a debt collector, Benz did not provide a rent amount owed, payment instructions, or a way to resolve the dispute. This obstructed payment and escalated legal tension—an act of harassment under color of law.

24. Legal Entrapment and Obstruction by Attorney Michelle Rawn

Date: March 21–28, 2025
Staff Involved: Rawn
Categories: Legal Misconduct, Retaliation, Moratorium Violation

After attorney John Benz went on leave, his supervising partner, Michelle Rawn, became the main legal contact for Ivy. Rawn responded late—after key deadlines—and presented a conditional "offer" to waive March rent, but only if Feldman agreed to drop all other claims. She provided no alternative payment instructions, no amount due, and no address or account where rent could be submitted if Feldman declined the offer. This was a deliberate obstruction: Ivy was creating a trap where refusing to waive claims would allow them to allege nonpayment and justify eviction. This violates both basic legal ethics and the March 3 moratorium agreement.

---

25. Cross-Jurisdictional Retaliation – Ongoing Slander, Emotional Harm, and Legal Interference

Date: March 2023 – March 2025
Staff Involved: Walker, Lyles, Burke, Robinson, Heath, Carballo, Woodard, Whitehouse, Lemons
Categories: Civil Rights Violation, Retaliation, Conspiracy, Moratorium Violation, Emotional Distress

Feldman is currently pursuing a $5 million civil suit in California against his former landlord, whose false elder abuse claims were dismissed in court in 2020. That case involved proven slander, and it contributed directly to the loss of Feldman's partner and his cat, and the onset of extreme emotional distress. The case is now heading toward a trial date of August 8, 2025—a source of major emotional strain. Feldman informed Ivy of this lawsuit as early as March 2023. Despite that, staff and attorneys later claimed to have no knowledge of it, even though multiple individuals had discussed it with him. Feldman has reason to believe that the same former landlord is continuing to slander him, and that Ivy staff may have received or acted on this discredited information. This is more than retaliatory housing conduct. It is an ongoing conspiracy to destabilize Feldman's life across jurisdictions—interfering with both his current housing and his ability to participate in his California trial. For that reason, Feldman intends to file a separate conspiracy lawsuit in Jefferson County, naming both Ivy and the former landlord as co-defendants. This pattern of retaliation, denial, and gaslighting—potentially fueled by continued defamation—has already caused irreparable emotional harm and now threatens Feldman's access to justice in two separate states.

SET ONE

UNANSWERED EMAILS SENT TO IVY AND COUNSEL REGARDING PAYMENT OF MARCH RENT, INTENT TO MOVE OUT, OBSTRUCTION, AND MISCONDUCT

Gmail **Daniel Feldman <danieljfeldmanphd@gmail.com>**

The Ivy

Michelle Rawn <Michelle@rawnlawfirm.com> Fri, Mar 28, 2025 at 4:06 PM
To: "Daniel J. Feldman, Ph.D." <danieljfeldmanphd@gmail.com>

Dr. Feldman,

Our clients, Highmark Residential LLC for SREIT Ivy Louisville, L.L.C., has authorized me to make the following offer:

Your lease for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, will terminate effective 11:59 pm (EST) on April 8, 2025;

You will remove all of your belongings and return the keys for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, on or before 11:59 pm (EST) on April 8, 2025;

You will leave all keys, key fobs (if applicable), mail box keys, etc. in the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, and lock the door as you leave;

Our clients will inspect the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, between 9:00 and 10:00 am (EST) on April 9, 2025, to confirm compliance with this agreement;

Our client will agree to remove any charges from your account as long as you have fully vacated and surrendered the keys on or before 11:59 pm (EST) on April 8, 2025, leaving you with a $0.00 balance owed;

Neither party is acknowledging any default or claim of any kind;

All parties will sign a full and complete release and satisfaction of any and all claims, known or unknown, that any party may have against the other;

This agreement will be confidential and all parties agree not to disclose any information about the other parties; and

Dr. Feldman will withdraw, rescind or dismiss any complaints or claims filed against any party affiliated with The Ivy, including but not limited to any owner, agent, employee or contractor, of Highmark Residential LLC; any owner, agent, employee or contractor of SREIT Ivy Louisville, L.L.C., any owner, agent, employee or contractor of Rawn Law Firm, PLLC.

This offer shall remain open until 4:00 pm, EST, on Monday, March 31. 2025. Thank you.

Michelle R. Rawn, Esq.

Rawn Law Firm, PLLC

10000 Shelbyville Road, Suite 200

Louisville, KY 40223

Phone: 502-416-0150

Cell: 502-639-9396

Fax: 502-276-0607

Email: Michelle@rawnlawfirm.com

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

Urgent: Request for Payment Instructions and Itemized Response to Reimbursement Claim

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Fri, Mar 28, 2025 at 1:06 PM
To: John Benz <John@rawnlawfirm.com>, Michelle Rawn <Michelle@rawnlawfirm.com>, evictions@rawnlawfirm.com, collections@rawnlawfirm.com, P_The Ivy-CD <theivycd@highmarkres.com>, "Whitehouse, Jason" <jwhitehouse@highmarkres.com>, "MWoodard@HighmarkRes.com" <mwoodard@highmarkres.com>
Cc: Jo Anne Feldman <jojofeld@bellsouth.net>

Subject: FINAL NOTICE – 3 Hours Remaining to Comply and Minimize Legal Exposure

Dear Ivy Management, John Benz, and Michelle Rawn,

This is your **final written notice**.

As of **this message**, you have exactly **three (3) hours remaining** to comply with the legal demands set forth in my March 27 letter. The final deadline is:

Today – Friday, March 28, 2025 at 4:00 PM EDT

I have made repeated, good-faith efforts to resolve this matter without escalation. You have ignored **eight months of communication**, and now an additional week following my final legal notice.

Despite that, no one from Ivy has contacted me. No one has responded by email. No phone call. No clarification. **Nothing.**

I was explicitly instructed by John Benz to direct future communications to **Michelle Rawn**, as the supervising attorney of Rawn Law Firm. I have done so. I have sent multiple emails to Ms. Rawn over the course of this week.

She has not responded.

As of this morning, **both Mr. Benz and Ms. Rawn have been named in a Kentucky Bar complaint** for misconduct, obstruction, and failure to provide legally required debt collection information. Regardless of whether you respond today, this matter is now part of the record with the Kentucky Bar Association.

If you fail to comply in full by 4:00 PM today:

- I will file my **retaliatory eviction defense** in Jefferson County,
- I will move to add Ivy and Highmark as **co-defendants** in my pending **$5 million California lawsuit**,
- I will pursue **trebled damages, defamation, conspiracy, conversion, and civil rights violations** under Kentucky and federal law.

Your exposure increases by the hour.

This is your final opportunity to respond. All three mandatory remedies must be fulfilled. No partial resolutions. No silence.

You now have until **4:00 PM EDT.** And Ms. Rawn, your misconduct is duly noted.

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."

The Little Prince *by Antoine de Saint-Exupéry*

On Thu, Mar 27, 2025 at 2:37 PM Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

Subject: Final Legal Notice – Possession, Trespass, Mandatory Remedies, and Legal Exposure

Dear Ivy Management and Counsel,

This letter serves as **final legal notice** regarding your continued obstruction, false claims, and retaliatory conduct toward me, Daniel J. Feldman, Ph.D., resident of Apartment 3303 at The Ivy Apartments. It also puts you on notice of your legal exposure in both Kentucky and California jurisdictions.

As of **today, Thursday, March 28, 2025**, you have **exactly 24 hours** to respond in full. Your deadline is:

Friday, March 29, 2025, at 4:00 PM Eastern Daylight Time.

I have already filed today with:

- **HUD** under the Fair Housing Act;
- **The Kentucky Attorney General** for civil rights violations and housing retaliation;
- **The Kentucky Bar Association** regarding your attorney, John Benz, for debt collection misconduct and professional negligence.

If I do not receive full written resolution by the above deadline, I will:

- File a **retaliatory eviction defense** with Jefferson County Court,
- File to add Ivy and Highmark as third-party co-defendants in my **ongoing $5 million civil suit in California**, which includes slander, wrongful death, and housing retaliation.

Background and Legal Context

I am a **gay, permanently disabled, licensed clinical neuropsychologist and massage therapist**. I have lived in Apartment 3303 for over four years—possibly the **longest-standing resident** in the building. Until recently, I had **no history of nonpayment**, no lease violations, and no substantiated tenant disputes.

Over the past two years, I have been subjected to escalating:

- **Discriminatory harassment**,
- **Fabricated lease violations**,
- **Unlawful threats of eviction**, and
- **Complete obstruction** of my efforts to resolve payment and coordinate a lawful move-out.

Ivy has removed access to my **current signed lease** from the Rent Café portal while **retaining access to prior unlawful eviction threats and fabricated warnings**. Your behavior is not only retaliatory—it's obstructive, deceptive, and legally actionable.

Debt Collection Misconduct and Bar Complaint

Your attorney, **John Benz**, issued a letter identifying himself as a **debt collector**, but failed to provide:

- The **amount allegedly owed**,
- **Instructions for where or how to pay**,

- Or whether late fees were assessed and why.

Despite my mother's in-person attempt to resolve the issue—during which she was ejected from your office—**you have refused to provide any method of resolution**.

This conduct constitutes **debt collection misconduct**, legal obstruction, and is the basis of my bar complaint to the **Kentucky Bar Association**, filed today.

Legal Possession & Trespass Notice

I am retaining full legal possession of:

- **Apartment 3303**, and
- **My assigned storage units**

This is due to Ivy's:

- Failure to process my valid **February 4 move-out notice**,
- Failure to respond to my repeated communications,
- Failure to process offset requests for the **$4,360 you owe me**, and
- Refusal to provide a signed acknowledgment, payment instructions, or coordination of logistics.

  You are formally trespassed from entering the unit or storage units **for any reason** without a court order.

Any unauthorized entry constitutes:

- **Trespass**,
- **Conversion of personal property**,
- And **retaliation**, entitling me to **trebled damages** under Kentucky and federal law.

Mandatory Remedies – All Three Required

The following **three remedies must be fulfilled in full** by the deadline above. These are not optional. Failure to fulfill even one will trigger legal consequences.

Remedy 1: Paid International Relocation

You must:

- **Professionally pack and ship all of my belongings** (from apartment and storage units),
- Use an **insured, internationally certified moving company**,
- Coordinate directly with me for an **itemized inventory**,
- And cover all costs of:
  - Local pickup and handling,
  - Freight, taxes, customs duties,
  - Insurance and tracking,
  - Final delivery to my address in Costa Rica.

Remedy 2: Full Disclosure of All Communications Related to California Lawsuit

You must provide a full, written disclosure stating whether **any Ivy or Highmark staff**:

- Communicated with:
  - **My former landlord**,
  - Her **attorneys**,
  - Her **family**,
  - Her **employees**,
  - Or **any other individual** regarding me, my lawsuit, or my history;
- Received, repeated, or recorded **any defamatory information**;
- Shared **any information I provided**, or referenced my California case in any internal discussions or external communications.

  You previously denied knowledge of the California lawsuit—a provable falsehood, based on email communications from **March 6, 2023**.

You now have one final opportunity to **disclose the truth voluntarily**. If you fail and I have to resort to legal channels to subpoena all records and depose your employees, past and present, I will immediately pursue your inclusion in my **$5 million civil suit for conspiracy and defamation serving a complaint as early as next week.**

Who I Am – And Why the Slander Is So Outrageous

I am a **licensed clinical neuropsychologist**, a **massage therapist**, a **vegan**, and a **disabled gay man**. I've dedicated my life to **healing**, not harming. I have no history of violence, threats, arrests, or aggression—**none whatsoever**. I am perhaps the oldest tenant at the Ivy other than Alfredo.

Let me say that again:

> **There is no evidence—zero—that I have ever been violent toward anyone.**
> I'm a healer. I'm a doctor. I work with people in crisis. I protect them.

The claim that I'm a violent elder abuser—originally made by my former landlord—is not only false, it's **insulting** to everything I've built my life around. And it was already **proven false in 2020**, when she spent **ten months in court**, claiming to have "irrefutable evidence" of violence, only to produce:

- No 911 calls,
- No police reports,
- No witness statements,
- No medical records,
- No threats in writing,
- Not a single shred of evidence.

She dropped the case. She lost. And she paid me. The court record is clear.

And now, if Ivy has repeated or relied on her slander, then you are **knowingly aligning yourselves** with falsehoods already discredited in court—**slander that led directly to the death of my partner**, and to the trauma I am still living through today.

You know what I am. You have my lease history, my payment record, my profession. You have no history of violence, no lease violations. No unpaid rent until now—when I'm being forced to choose between protecting my rights and giving in to a system that's failed me.

So I ask—if you are landlords acting in good faith:

> Why would you ignore the tenant who paid for four years, without incident?
> Why would you listen to someone already proven to be lying in court?

Why would you threaten someone who's never threatened you?
Why would you choose harm over decency?

Maybe—just once—you could try being the landlord who **breaks the cycle**. Who helps the person who's had everything taken from him. Who chooses justice instead of aligning with injustice.

I am not your threat. I am a person who has been harmed enough—and who is asking you, one last time, to stop doing damage you cannot undo.

Remedy 3: Reimbursement Minus March Rent (No Late Fees)

You must remit by March 28, 4pm EDT or make a promise to remit no later than March 31, 4pm EDT:

- **$4,360 in verified reimbursement**,
- Minus **base March 2025 rent**,
- With **no late fees, no conditions, and no delays**.

You have failed to acknowledge this debt for over six months. You may not claim payment defaults while ignoring valid claims.

Legal Basis for Possession Without Rent

I retain possession under the lease's auto-renewal term because:

- You refused to process my move-out;
- You obstructed coordination;
- You ignored offset claims;
- And you removed access to my lease while refusing to respond to my communications.

My position is legally supported by:

Statutes

- **KRS § 383.695(2)** – Holdover claims are void if tenant gave valid notice and landlord refused to process it.
- **KRS § 383.705** – Retaliatory eviction and threats are prohibited.
- **KRS § 383.615** – Landlords must communicate in good faith and facilitate notices.
- **Contract Law – Setoff Doctrine** – Landlord debts may be offset against rent owed.
- **42 U.S.C. § 3617** – Fair Housing Act retaliation provisions.
- **Eggshell Plaintiff Doctrine** – Damages are increased when known vulnerabilities are worsened by defendant conduct.

Precedents

- *Foster v. West Plaza, LLC*, 371 S.W.3d 908 (Ky. App. 2012)
- *Brown v. Southall Realty Co.*, 237 A.2d 834 (D.C. Ct. App. 1968)
- *Reste Realty Corp. v. Cooper*, 251 A.2d 268 (N.J. 1969)
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
-

- ***Turley v. ISG Lackawanna, Inc.***, 774 F.3d 140 (2d Cir. 2014):
  Sustained harassment and worsening of known psychological disability supported compensatory and **punitive** damages.

- ***Tenenbaum v. Williams***, 880 F. Supp. 2d 162 (D. Conn. 2012):
  Landlord's inaction caused known medical condition to worsen.
  Court upheld damages, including emotional distress, as deliberate indifference.

- ***Robinson v. Chicago Housing Authority***, 1995 WL 500498:
  Retaliation in housing settings involving **disabled tenants** led to **compensatory and punitive** liability.

- ***United States v. Balistrieri,*** 981 F.2d 916 (7th Cir. 1992):
  Foundational case affirming that **reckless disregard** for protected tenant rights opens the door to **treble damages**.

Correction: Staff Name Is Ashley

In previous letters and my mother's affidavit, I mistakenly identified the manager as "Shelly." The correct name is **Ashley**, who has:

- Repeatedly promised return calls and failed,
- Refused to identify herself clearly,
- Treated me and my 81-year-old mother with **hostility, dismissal, and silence**.

She is emblematic of the pattern of **bad-faith management** that Ivy has maintained throughout this process. She has been so short with me that I barely had time to get her first name, and she refused to give me her last name. What a horror freak show! It should be noted that in my communications with my neighbors, they have indicated that they have stopped referring new tenants to the Ivy and will no longer be renewing their leases due to the rudeness of Ashley and Blake, in particular. These "community directors" perceive their roles to be disciplinarians and gatekeepers instead of helpful assistants to tenants who may need their services: lording over the tenants instead of providing a service. It is gross. Katrina, the previous manager, was courteous and professional, always, and she is missed according to nearly any neighbor in contact with me.

Communication Requirements

All future notices must be delivered by:

- **Email** to danieljfeldmanphd@gmail.com, or
- **Phone call** to +1 (307) 699-3223 or +1 (435) 612-0242.

I do **not consent to door postings**, paper letters at the unit, or messages withheld from me. You have known since **December 2024** that I am **outside the country**. Please note that my current mail is being received at 8809 Denington Dr, Louisville, KY, 40222, if you insist on mailing **in addition to** email and phone contact.

Any failure to use proper channels will be treated as **intentional obstruction** and added to the record of retaliation.

Deadline: 24 Hours from Today

Final deadline: Friday, March 29, 2025 at 4:00 PM EDT

You must confirm, in writing:

- That you will fulfill **all three mandatory remedies**,
- That you acknowledge the **trespass notice**,
- And that you understand **any further retaliation will be met with legal action**.

This is not a bluff.
This is not a delay tactic.
This is my final attempt to resolve a matter that should never have reached this point.

You have 24 hours.

Sincerely,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."
The Little Prince *by Antoine de Saint-Exupéry*

Urgent: Request for Payment Instructions and Itemized Response to Reimbursement Claim

Daniel J. Feldman, Ph.D. Sat, Mar 22, 2025 at 9:22 AM
<danieljfeldmanphd@gmail.com>
To: John Benz <John@rawnlawfirm.com>, Michelle Rawn <Michelle@rawnlawfirm.com>
Cc: P_The Ivy-CD <TheIvyCD@highmarkres.com>, "Whitehouse, Jason" <JWhitehouse@highmarkres.com>, "MWoodard@HighmarkRes.com" <MWoodard@highmarkres.com>, Jo Anne Feldman <jojofeld@bellsouth.net>, evictions@rawnlawfirm.com, collections@rawnlawfirm.com

Dear Ms. Rawn, Mr. Benz, and Highmark/Ivy Management,

This message is to formally document that I have made **every reasonable and good-faith effort to resolve payment for March 2025 rent**, while Ivy and its legal counsel have systematically refused to provide clear instructions, timelines, or resolution pathways.

I submitted a formal move-out notice on **February 4, 2025**, which repeated outstanding reimbursement claims and provided more than the required notice under your lease. Since then, I have contacted your office **weekly** in February in an effort to coordinate rent offset or payment. I spoke on February 5 about rent in March with your current manager **Shelly**, who may be the most rude and unprofessional person I have ever dealt with at the Ivy, which is saying a lot considering Blake who could be certifiably socially and emotionally handicapped unable to even look anyone in the eye, Jennifer whose Karen-esque behavior would be punishable with mandatory prison sentences in multiple states, Larry the homophobic angry maintenance lead who thought it appropriate to enter tenants' apartments without permission to photograph their belongings and then claim his privacy was violated when caught on security camera doing so, the mysterious Jason Whitehouse who ghosts any attempt to communicate at all, to the disingenuous Mary Beth who can acknowledge and terminate employees for discrimination and harassment while simultaneously contributing to the same behavior. **Shelly** told me more than once that she was too busy to speak and would follow up the next day—**no one ever did**. I have made many international calls in advance of the March rent regarding payment and have

been systematically ignored.

You have known since **December 2024** that I am currently **travelling abroad** and that I disconnected my RentCafe account. Ivy responded to my February notice not by providing payment options, but by issuing less than a **24-hour rent threat five weeks later**, demanding cashier's check or money order delivery **without providing a payment address or contact person**.

Even after I responded in good faith with a formal demand letter, your attorney **John Benz** failed to provide any instructions for how to submit payment, while knowingly misrepresenting every single key fact in his letter. His out-of-office notice—received on **March 21, 2025 at 12:16 PM**, just before my stated deadline—provided no clear successor or payment path and further demonstrates Ivy's **intentional obstruction** of resolution.

I am once again requesting **written instructions** for how to submit rent payment from abroad, as I remain willing to pay the base rent **under protest** to protect my position, without waiving any claims.

Additionally, I request a clear, written accounting of what Ivy claims is owed, and a **line-by-line response to each reimbursement claim** I've submitted. These include:

- **$360** for improper pet fee charges after I no longer had a pet;
- **$1,000** for the referral bonus, which is clearly documented in Ivy's own email campaigns;
- **$150** for the unused wine concession balance, which was manually loaded at your office;
- **$2,850** for loss of quiet enjoyment during a critical medical recovery period, which resulted in permanent vision loss;
- And now, **any late fees or penalties**, which I fully contest.

If Ivy intends to assert that **late fees are justified**, I request an explanation of:

- How Ivy believes I was provided **any clear, actionable payment method**;
- How a **24-hour rent threat without instructions** constitutes valid notice;
- And how Ivy justifies charging penalties after refusing to answer my weekly calls in advance of the rent, speak with my authorized representative, or respond to my repeated requests for resolution.

If Ivy disputes any of these amounts, you must state so **explicitly and in writing**. If you continue to deny clearly documented facts—such as the existence of the referral

bonus or wine concession refund—you will be exposing your client to **fraud liability and significant civil exposure with damages trebled as justified in the previous email.**

Finally, please confirm whether Ivy intends to **acknowledge or deny liability** for the **permanent personal injury** I sustained due to their negligence, as outlined in detail in my demand letter. Continued silence will be taken as refusal to resolve and used to establish intent in litigation.

The continued refusal to respond, the denial of documented facts, and the lack of payment instructions are not simple oversights. This is **intentional gaslighting**, carried out over many months and across multiple levels of Ivy's management. It is clear that your legal representative is now being used—whether knowingly or negligently—as a **tool to continue that misconduct**. If Mr. Benz failed to verify the facts laid out in my demand letter, that is its own professional failing. If he was told false information and repeated it, that implicates your entire team in **further retaliation, misrepresentation, and obstruction**. Either way, the harm continues—and I will seek accountability accordingly including reporting legal misconduct to the Kentucky Bar Association.

Most sincerely,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."
***The Little Prince** by Antoine de Saint-Exupéry*

On Fri, Mar 21, 2025, 12:16 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> **Revised and Final Demand Letter to The Ivy Apartments & Highmark Residential**

Gmail

Daniel Feldman (Daniel J Feldman, PhD)
<danieljfeldmanphd@gmail.com>

Automatic reply: Ivy Apartments and D Feldman

John Benz **<John@rawnlawfirm.com>** **Fri, Mar 21 at 12:16 PM**
To: Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>

I will be out of the office on medical leave starting Thursday March 20, 2025. It is anticipated I will be out for three to four weeks mininum. I will not have access to email during this time.

If you need immediate assistance please email evictions@rawnlawfirm.com for eviction help, collections@rawnlawfirm.com for collections help or Michelle Rawn at michelle@rawnlawfirm.com for anything else. I will return messages when I return. You can also call the office at 502-416-0150.

SIncerely,
John R. Benz, Esq.

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Ivy Apartments and D Feldman

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>
To: John Benz <John@rawnlawfirm.com>
Cc: P_The Ivy-CD <TheIvyCD@highmarkres.com>, "Whitehouse, Jason" <JWhitehouse@highmarkres.com>, "MWoodard@HighmarkRes.com" <MWoodard@highmarkres.com>, Michelle Rawn <Michelle@rawnlawfirm.com>
Bcc: Jo Anne Feldman <jojofeld@bellsouth.net>

Fri, Mar 21, 2025 at 9:16 AM

Revised and Final Demand Letter to The Ivy Apartments & Highmark Residential

This email shall serve as formal notice of this communication, as I am currently out of the country and unable to use U.S. mail services.

Dear Mr. Benz,

Your response on behalf of The Ivy Apartments is either the result of gross negligence or a complete failure to verify the facts of this case. It appears you have either:
1. Ignored key documentation and communications that directly contradict your claims.
2. Been misled by your client's continuous falsehoods, which can be easily disproven with clear evidence.

This case is not simply a dispute over lease terms—it is part of a systemic pattern of harassment and discrimination against me as a gay man who is permanently disabled. This mistreatment has persisted despite my repeated efforts to resolve it in good faith. Your client's conduct has directly harmed me financially, physically, and emotionally, subjecting me to repeated discriminatory harassment and distress.

If I do not receive a satisfactory response from you by Friday at 4 p.m. and full reimbursement of funds owed to me and requested from the Ivy over 6 months ago without any response, minus the March rent without late fees, I will proceed with filing this complaint in court next week. At that time, I will also be filing formal complaints with the Kentucky Attorney General's Office and Fair Housing authorities, as well as

pursuing subpoenas to obtain documentation regarding your client's potential coordination with my former landlord in California.

SECTION 1: Original Complaints and Filing of *Feldman v. Highmark and VOC Phase I Owner, LLC*

This section details the foundation of the claims filed in the **March 3, 2023 Declaratory Judgment Complaint** against **Highmark Residential and VOC Phase I Owner, LLC**, operators of The Ivy Apartment Homes. This case marked the start of a continuous and escalating pattern of harassment, discrimination, and retaliatory conduct—conduct that has persisted well into 2025.

All of these events involved adverse actions taken against me, a **permanently disabled gay man**, in clear violation of fair housing laws. These acts were not only unlawful in isolation, but collectively reflect systemic discrimination and repeated attempts to interfere with my housing stability. Each act was documented, and the response from management was either retaliatory or willfully indifferent.

A. Incident 1: Retaliation for Coffee Station Sanitation Complaint

1. On **January 23, 2023**, I emailed Assistant Community Director **Michaela Walker** after cleaning the communal coffee machine area. I found large slabs of mold under the drip tray, caked coffee grounds hardened like bricks, and spilled chocolate residue that had been there for weeks.
2. This was not the first complaint. For two years, I had notified staff about the unsanitary conditions. My complaints were consistently ignored. No dish soap or paper towels were ever made available in the shared kitchen.
3. Due to the ongoing public health risks, I cleaned the area using hand soap from the men's bathroom and napkins I brought from home.
4. Instead of thanking me or addressing the sanitation issue, management responded with a reprimand. I was told that I should not open or clean the coffee machine, and my comment that it was "moldy" was described as "concerning."
5. This incident, rather than being resolved, marked the beginning of a clear and retaliatory pattern of treatment in which my concerns were used to justify harassment rather than remediation.

B. Incident 2: Pest Infestation, Extermination Fraud, and Privacy Violation

1. From **late 2022 through early 2023**, I reported a serious infestation of biting midges inside my unit. These pests caused significant harm, including multiple emergency room visits and medical interventions.
2. Despite charging residents monthly for extermination services, **The Ivy had no contract in place for active extermination**, a fact later admitted by staff.
3. I documented the infestation and requested urgent pest control assistance for over three months. No one responded, and no treatment occurred.
4. In parallel, **Larry**, a maintenance employee, entered my apartment without notice or permission and began **photographing personal belongings**, including inside drawers, cabinets, medicine boxes, and electronics.
5. These acts were captured on my security camera system. The footage shows Larry speaking to another staff member, indicating they were "looking for something"—a clear effort to find any basis to evict me.
6. I received no justification or response when I reported this violation of my privacy and rights. No apology or corrective action was taken.

C. Incident 3: Retaliation for Safety Complaint and Facebook Message to Alfredo

1. On **February 27, 2023**, I saw several large plastic storage bins on the edge of a third-floor balcony. Strong winds that day posed a severe danger that these objects could be blown off and injure someone.
2. I called and emailed the leasing office, but no one responded for hours. Concerned for others' safety, I sent a short, polite Facebook message to **Alfredo**, a maintenance worker who I believed lived in that unit.
3. Instead of addressing the legitimate safety issue, management retaliated. I received a **14-day quit notice** dated **March 2, 2023**, claiming that my Facebook message "disturbed and threatened" staff.
4. This was the **fourth eviction threat** I had received in a year, all of which followed protected activity—such as reporting health hazards or exercising tenant rights.
5. Management still failed to remove the bins or secure the balcony, showing a complete disregard for actual safety and focusing only on suppressing complaints.

D. Incident 4: Retaliation for Use of "Karen" in Private Complaint

1. In **early March 2023**, I described in writing a pattern of staff behavior that I

likened to “Karen-like” conduct—meaning the fabrication of rules not written anywhere, applied inconsistently to punish certain tenants.

2. This was private correspondence to management—not a public statement, nor discriminatory in any sense.
3. Within 24 hours, I received a fifth eviction threat, citing a **“zero-tolerance policy for discriminatory language.”**
4. The term “Karen,” as used here, was generic and not based on race or gender. Management’s interpretation and application of this policy was plainly retaliatory and opportunistic.
5. This March 2, 2023 notice was the final straw, and on **March 3, 2023**, I filed a **Declaratory Judgment Complaint** in Jefferson County Circuit Court.
6. I sent a **courtesy copy** of the filing to **Mary Beth Woodard** that same morning. Within **10 minutes**, **Jennifer Burke**, the manager responsible for issuing multiple eviction threats, was **terminated**.
7. This swift termination, accompanied by **verbal admissions** by Mary Beth that the conduct had been unlawful, formed the basis of a **verbal moratorium agreement**, to be detailed in Section 2.

E. Legal Relevance and Preservation of Evidence

1. Contrary to Attorney Benz’s assertion, the 2023 lawsuit is neither “moot” nor “irrelevant.” It had **immediate, material consequences**, including staff termination and admissions of wrongdoing.
2. The lawsuit marks the **beginning of a continuous course of discriminatory and retaliatory conduct** that has never ceased, and as such, the claims remain **well within the statute of limitations** under both Kentucky and federal law.
3. The Ivy’s argument that the case was not served is legally immaterial. The lawsuit was filed, and a courtesy copy was delivered to management, producing immediate, documented consequences.
4. I agreed to withdraw the lawsuit **before formal service**, **only** because of assurances by Mary Beth Woodard that the matter would be addressed in good faith.
5. All calls and messages surrounding this event—including admissions by Mary Beth —were **recorded and preserved**.

6. These recordings are legally valid, as they occurred in **one-party consent states** (Kentucky, North Carolina, and Texas). I expect that Highmark has also preserved their call recordings and communications as required by law.
7. Any denial of these facts will be refuted by digital documentation, call logs, and timestamps, all available for legal review.

F. POINTS AND AUTHORITIES

Statutes

- **KRS § 344.040** – Prohibits housing discrimination based on sexual orientation and disability.
- **KRS § 383.705** – Prohibits retaliation for tenant complaints and lawful conduct.
- **42 U.S.C. § 3617** – Federal Fair Housing Act: prohibits coercion, intimidation, threats, or interference with protected housing rights.
- **42 U.S.C. § 3613(c)** – Authorizes treble damages for willful violations of § 3617.
- **KRS § 418.040** – Kentucky Declaratory Judgment Act.
- **Continuing Violations Doctrine** – Each new act of retaliation restarts the statute of limitations for Fair Housing claims.

Precedents

- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – FHA § 3617 prohibits repeated, retaliatory interference with housing enjoyment.
- *Robinson v. Chicago Housing Authority*, 1995 WL 500498 – Repeated threats of eviction following protected activity constitute FHA retaliation.
- *Friedman v. Live Nation Merchandising, Inc.*, 833 F.3d 1180 (9th Cir. 2016) – Verbal agreements tied to legal claims are enforceable when relied upon to the party's detriment.

SECTION 2: Withdrawal of the Declaratory Judgment Complaint and the Moratorium Agreement

---

A. The Filing and Courtesy Copy of the Declaratory Judgment Complaint

1. On **March 3, 2023**, I formally filed a **Declaratory Judgment Complaint** in Jefferson County Circuit Court against Highmark Residential and VOC Phase I Owner, LLC, operators of The Ivy Apartment Homes.
2. That same morning, I sent a **courtesy copy** of the complaint to **Mary Beth Woodard**, a senior representative of The Ivy's management team at the time.
3. This was the culmination of **extensive discussions with Ms. Woodard** throughout the preceding week, during which I outlined a long pattern of harassment, discrimination, and retaliation by Ivy staff.
4. The content of the complaint included detailed documentation of five specific incidents (see Section 1), and I made clear my intent to proceed with litigation unless an immediate, good-faith resolution was reached.
5. All related communications—including phone calls, voicemails, and email exchanges—are **recorded and digitally preserved**.

B. Acknowledgment of Wrongdoing by The Ivy Management

1. Upon reviewing the complaint and supporting evidence, **Mary Beth Woodard explicitly acknowledged** that:
    - Ivy staff had **engaged in discriminatory conduct**.
    - The **evidence I submitted was clear, detailed, and irrefutable**.
    - Immediate internal action was necessary to correct the situation.
2. Within **ten minutes** of receiving the complaint, **Jennifer Burke**, the staff member responsible for multiple retaliatory eviction threats, was **terminated**.
3. This action was not coincidental—it was a direct and immediate consequence of the complaint and functioned as **an implicit admission of fault** by management.

C. Formation of the Moratorium Agreement

1. In response to this acknowledgment of wrongdoing and Burke's termination, I agreed to **withdraw the complaint before formal service**, in reliance on The Ivy's assurances that the matter would be resolved without litigation.
2. As a condition of my withdrawal, **The Ivy entered into an informal but clear and enforceable moratorium agreement**, the terms of which included:
    - **Jennifer Burke's permanent removal** from any management role at the

property.

- Acknowledgment by management of the **harassment and discrimination I had endured**.
- A **standing moratorium on retaliatory actions** for the remainder of my lease, including:
  - No further **eviction threats**, "lease violation" notices, or **punitive retaliation**.
  - The **only exception** being where **unfalsifiable proof** existed of a lease violation posing a legitimate threat.

D. Documentation and Binding Nature of the Agreement

1. The terms of the moratorium were confirmed in **multiple recorded phone calls and written messages** with Mary Beth Woodard.
2. These calls occurred across **Kentucky, Texas, and North Carolina**—all of which are **one-party consent states** under both state and federal law.
3. My phone system **automatically records all calls**, and I made this known during our conversations. No objections were raised by Ivy management.
4. Under standard contract doctrine, this agreement is **legally binding**, as it was:
   - Made in response to a pending legal filing;
   - Relied upon by me to withdraw litigation;
   - Accompanied by immediate material action (i.e., staff termination);
   - Made knowingly, voluntarily, and with the intent to resolve the legal dispute outside of court.

E. Proof That the Declaratory Judgment Had Direct and Immediate Consequences

1. The Ivy's own internal records and actions **directly contradict their lawyer's claim** that the lawsuit is "irrelevant" or "nonexistent."
2. I have **email communications** with Mary Beth Woodard that confirm receipt of the complaint and acknowledgment of its content.
3. I also have **recorded phone calls** in which she:

- Admits that **Ivy engaged in unlawful and discriminatory conduct**;
- Acknowledges that the evidence is overwhelming;
- Confirms that a **moratorium would be implemented**.

4. Ivy's **HR records will reflect that Jennifer Burke was terminated on March 3, 2023**, the exact morning the complaint was delivered.
5. These facts are verifiable and legally dispositive. If Ivy failed to document the moratorium agreement internally, that is **their administrative failure**, not mine.

F. Legal Significance of the Moratorium

1. The existence and breach of the moratorium agreement are **central to the ongoing liability The Ivy and Highmark now face**.
2. Retaliatory actions taken after March 2023—including new eviction threats, rent demands during active disputes, and denial of basic accommodations—**violate this agreement**.
3. These actions also constitute **renewed Fair Housing violations**, triggering a **new two-year statutory window** for legal enforcement under federal law.
4. I relied in good faith on management's agreement. Their failure to uphold it has caused **continued emotional distress, financial loss, and interference with my housing stability**.
5. Any denial of this agreement's existence will be refuted by **recorded audio, emails, call logs, and corroborating circumstantial evidence**.

POINTS AND AUTHORITIES

Statutes

- **KRS § 383.705** – Prohibits landlord retaliation in response to tenant legal action or safety complaints.
- **KRS § 344.280** – Prohibits retaliation for opposing housing discrimination.
- **42 U.S.C. § 3617** – Unlawful to interfere, intimidate, or retaliate against a person exercising housing rights.
- **42 U.S.C. § 3613(a)** – Fair Housing Act: Legal claims must be brought within two years of the most recent discriminatory act; applies **continuing violations doctrine**.

- **Contract Law Principles** – Agreements made in exchange for the withdrawal of a lawsuit, and relied upon, are enforceable even if informal.

Precedents

- *Friedman v. Live Nation*, 833 F.3d 1180 (9th Cir. 2016) – Verbal agreements tied to litigation avoidance can be enforced when one party relies on them.
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – Fair Housing Act prohibits ongoing retaliation even after initial complaint is resolved.
- *Marek v. Chesny*, 473 U.S. 1 (1985) – Agreements resolving litigation are binding if reasonably relied upon, regardless of formal service.

Section 3: Continued Harassment & Violations of the Moratorium

A. Dog Noise Complaints and Retaliation

1. On **August 12, 2024**, I submitted a formal complaint regarding persistent, excessive dog barking from the unit above mine. I contacted **Alfredo** in the leasing office, who refused to take action, stating the only option was to file a formal complaint against the neighbors. This response was both **dismissive and procedurally unnecessary**, as Ivy staff could have easily addressed the matter informally.
2. I followed up multiple times in **September and October 2024**. Initially, staff acknowledged the presence of the dog; later, **management denied the dog existed at all**—a clear instance of gaslighting and bad-faith conduct.
3. On **October 5, 2024**, **Blake** falsely accused me of "harassment" after I had a brief, respectful conversation with my neighbor in an effort to resolve the noise in a humane way. Ivy then used this fabricated accusation to justify further retaliatory actions.
4. I submitted video recordings, audio clips, and multiple written communications documenting the barking and Ivy's refusal to respond. I also obtained written confirmation from **Jason Frew**, affirming the dog's presence and the disruption it caused. These were all ignored.
5. **Critically, I informed Ivy management in writing—on multiple occasions—that I was recovering from a serious eye surgery** and that sleep disturbance or stress during this period could jeopardize the healing process and lead to irreversible harm.
6. Ivy **ignored these warnings**, took no remedial action, and continued to gaslight

and blame me instead of intervening. As a result of the sustained disruption and lack of sleep, I suffered **permanent vision loss** in the affected eye.

7. The medical harm I sustained was not incidental—it was **a direct and foreseeable consequence of Ivy's deliberate inaction** despite specific medical warnings. This triggers full liability under the **Eggshell Plaintiff Doctrine** and exposes Ivy to **treble damages** under both the **Fair Housing Act** and **Kentucky Civil Rights Act**.
8. On **November 27, 2024**, I formally demanded reimbursement of **two months' rent** due to loss of quiet enjoyment, medical harm, and emotional distress, and I gave Ivy a **deadline of December 6, 2024** to respond. They did not respond at all—not even to deny the claim.

Timeline: Dog Noise Complaints and Retaliation

Date	Event	Person Involved
Aug 12, 2024	First complaint about excessive barking	Alfredo (Leasing Office)
Sept–Oct 2024	Follow-up requests; dog acknowledged then denied	Ivy Management
Oct 5, 2024	Blake falsely accuses me of harassment	Blake (Management)
Oct 2024	Ivy denies dog's existence despite previous acknowledgment	Blake, Ivy Management
Multiple Dates	Video/audio documentation ignored	Blake, Jason Whitehouse
Nov 27, 2024	Written demand for rent reimbursement; deadline set for Dec 6	Ivy Management

---

B. Referral Bonus Fraud – Proof of Their Lies

Despite aggressively marketing their referral program throughout 2024, The Ivy Apartments refused to honor their obligations after I referred two tenants—**Jason and Sean Frew**—who met all the residency and lease compliance criteria.

Timeline: Referral Program Fraud

Date	Description
Jan 3, 2024	Ivy management sent promotional email advertising referral bonus program.

Mar 18, 2024	Ivy sent reminder email reaffirming the program was active.
May 25, 2024	Confirmation email stated referral bonuses were still available.
Jul 12, 2024	Jason Frew emailed Ivy confirming I referred him and asked about the bonus.
Oct 5, 2024	Final referral promotion sent. Shortly afterward, Ivy falsely claimed no such program existed.

Despite this documented record, Ivy management **refused to issue the referral bonus**, later claiming—contrary to months of promotional emails—that the program "did not exist." This constitutes both **fraud and a deceptive trade practice**, particularly given the reliance induced by their repeated advertisements.

C. Wine Concession Program – Mishandling of Funds

Ivy Apartments operated a wine station program that required residents to load funds onto prepaid cards at the leasing office. After the program was discontinued, Ivy refused to refund remaining balances—despite confirming that **manual fund loading was the standard procedure**.

Key Evidence of Mishandling

Date	Description
Jul 13, 2021	Ivy email: "Wine machine will be down for 6–10 days for maintenance."
Jul 23, 2021	I emailed Ivy: "I can't load funds online. Can someone please load my card manually at the office?"
Jul 23, 2021	Ivy responded: "Yes, just swing by the office and we'll manually load the card."
Mar 21, 2022	Ivy announced discontinuation of wine station—no mention of refunds.
Nov 27, 2024	I formally requested refund of $150 unused balance. Ivy claimed "no record" and refused refund.

The Ivy's denial is **refuted by their own 2021 response**, which acknowledged manual card loads at the office. The refusal to refund money taken through a managed community amenity—with no option to use or recover it—is textbook **bad-faith mismanagement**.

D. Additional Retaliatory Actions and Violations

1. **Pet Fee Refusal** – At the **beginning of 2024**, after relocating my remaining cat to a foster home (with Jason Frew), I informed **Alfredo in person** on three separate occasions that I no longer had any pets. Each time, he agreed to remove the $30/month pet fee. **It was never removed**, and the overcharge continued throughout my lease.
2. **Storage Unit Lockout** – In **October 2024**, I requested a lock change for one storage unit. Instead, **Ivy changed both locks** without my consent or notice. I was **locked out of my own storage units** during a critical period when I needed access to belongings. I filed a complaint stating this was a clear violation of Kentucky law and requested **six weeks of rent as compensation**. No response was ever provided.
3. **Retaliation Against My Mother** – On **February 28, 2025**, my 81-year-old mother, **Jo Anne Feldman**, drove across town in **icy, inclement conditions** with a **notarized authorization letter** to retrieve my medication. While I was on the phone with her during the visit, I witnessed Ivy staff not only **refuse her access**, but also treat her with **open rudeness and disrespect**. They falsely claimed I "no longer lived there" and denied her entry to retrieve urgent, life-sustaining medication. This was an act of retaliation and dangerous neglect.
4. **Ignored Reimbursement Demands** – In my **November 27, 2024** email, I formally requested reimbursement of:
    - Two months' rent due to permanent injury from noise exposure;
    - $150 wine card refund;
    - Overcharges for pet fees;
    - Referral bonuses. I gave Ivy until **December 6, 2024** to respond. **They did not respond at all.** Instead, on **March 6, 2025**, they issued a **rent demand with under 24 hours' notice**, while I was out of the country and without resolving any of my claims.

E. Summary

The Ivy Apartments' retaliatory conduct **did not end with the moratorium agreement in 2023**—it escalated.

Their actions since then include:

- Denial of all financial offsets despite clear documentation;
- Locking me out of my own storage units;
- Mismanaging and refusing to refund amenity funds;
- Refusing basic accommodations during medical recovery;
- Threatening legal action while ignoring my good-faith attempts to resolve matters;
- Harassing and humiliating my 81-year-old mother during a medically urgent visit.

Each of these actions constitutes not only a **breach of the moratorium agreement**, but a **renewed violation of federal and Kentucky housing laws**.

F. POINTS AND AUTHORITIES

Statutes

- **KRS § 344.040** – Prohibits housing discrimination based on disability.
- **KRS § 344.280** – Prohibits retaliation for opposing discrimination or filing complaints.
- **KRS § 383.705** – Prohibits landlord retaliation for tenant complaints or exercising legal rights.
- **42 U.S.C. § 3617** – Fair Housing Act provision barring interference, coercion, or retaliation.
- **42 U.S.C. § 3613(c)** – Allows treble damages for willful violations of FHA protections.
- **KRS § 383.615** – Landlords must maintain access to property and not interfere with tenant possessions.
- **Americans with Disabilities Act (ADA)** – Prohibits denial of accommodation or disparate impact based on medical condition.
- **Eggshell Plaintiff Doctrine** – Defendants are fully liable for injuries worsened by their actions against vulnerable individuals.

Precedents

- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – Harassment and retaliation are independently actionable under FHA § 3617.

- *Robinson v. Chicago Housing Authority*, 1995 WL 500498 – Housing authority liable for retaliatory eviction threats.
- *Jankowski Lee & Assoc. v. Cisneros*, 91 F.3d 891 (7th Cir. 1996) – Refusal to provide services and continued obstruction violates FHA.
- *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014) – Sustained harassment and injury entitles plaintiff to compensatory and punitive damages.
- *Davis v. Echo Valley Condo Ass'n*, 945 F.3d 483 (6th Cir. 2019) – Failure to act on medically relevant housing concerns violates Fair Housing Act.

SECTION 4: Demand for Reimbursement

A. Summary of Reimbursement Demands

On **November 27, 2024**, I submitted a formal written request for reimbursement, giving The Ivy Apartments until **December 6, 2024** to respond. They ignored the request entirely.

In addition to those original claims, I am now formally demanding reimbursement for additional overcharges and mismanaged programs, all of which have been verified and previously documented.

B. Itemized Reimbursement Breakdown

Description	Amount Owed
Pet Fee Overcharges Improperly charged $30/month in 2024 after I no longer had any pets. Staff was informed multiple times in person and acknowledged the error but never removed the fee.	$360.00
Referral Bonus – Jason & Sean Frew Fully qualified referrals per Ivy's own program emails. Ivy denied the bonus after promotion, despite confirming eligibility in writing.	$1,000.00
Wine Concession Refund Balance from prepaid wine card loaded in person at the office in 2021. Ivy denied refund in 2024, falsely claiming no record existed.	$150.00
Loss of Quiet Enjoyment – Rent Credit	$2,850.00

For two months of debilitating noise during recovery from eye surgery. Ivy ignored medical warnings, resulting in permanent injury.

Subtotal **$4,360.00**

C. Offset for March Rent (No Late Fees)

From the total of **$4,360.00**, Ivy may offset **only the base rent for March 2025**. However:

- **No late fees are applicable or enforceable.**
- Ivy's refusal to process any reimbursement or discuss offsets over the prior six months precludes them from enforcing payment penalties.

D. Good Faith Efforts and Rejection of Late Fees

1. I made every reasonable and documented effort to **engage Ivy in a good-faith discussion** about offsetting March rent from their outstanding reimbursement debt.
2. I contacted Ivy management **weekly from February through March**, including calls to senior staff and to **Mary Beth Woodard**, with **no response**.
3. Despite knowing I had been **out of the country since December 2024**, Ivy chose to communicate solely by **leaving printed notices on my apartment door**—a method they knew I could not access.
4. They also **blocked my 81-year-old mother**, who held a **notarized authorization**, from retrieving those notices on my behalf, further compounding the lack of notice.
5. In this context, **no penalties or late fees can be assessed**. Ivy knowingly and willfully:
    - Ignored my reimbursement claims for six months;
    - Refused to answer or return my calls;
    - Failed to notify me by email, mail, or phone of any payment concerns;
    - Denied access to those authorized to assist me.

Their conduct was not only **administratively negligent**, but **calculated to deprive me of due process and preserve financial leverage** by withholding communication.

E. Final Demand Deadline

The final balance—after offsetting base March rent—must be paid in full **no later than Friday, March 21, 2025 at 5:00 PM ET**.

Failure to comply will result in:

- Immediate complaints to the **Kentucky Attorney General's Office** and **HUD**;
- Civil litigation seeking **treble damages** under federal and Kentucky housing law.

F. POINTS AND AUTHORITIES

Statutes

- **KRS § 383.705(1)(c)** – Prohibits landlord retaliation for a tenant's good faith effort to secure repairs or assert rights.
- **KRS § 383.615(1)** – Requires landlords to maintain the premises and comply with terms of the rental agreement; financial negligence is a breach of the lease.
- **KRS § 383.580(6)** – Requires landlords to provide proper notice and accounting for deductions or disputes.
- **Fair Housing Act (42 U.S.C. § 3617)** – Retaliatory financial obstruction constitutes prohibited interference under housing rights law.
- **Contract Law Principle – Setoff Doctrine** – Tenants may offset rent obligations when the landlord owes a valid, unrefuted financial debt.

Precedents

- **Foster v. West Plaza, LLC**, 371 S.W.3d 908 (Ky. App. 2012)
  – A landlord's refusal to correct known overcharges and failure to provide accurate accounting constitutes breach of lease and may invalidate enforcement actions like eviction or penalties.
- **Jankowski Lee & Assoc. v. Cisneros**, 91 F.3d 891 (7th Cir. 1996)
  – A landlord's failure to refund amenity-related payments and its retaliation through service denial violates § 3617 of the FHA.
- **Armijo v. Fed. Nat'l Mortg. Ass'n**, 2020 WL 1172693 (D. N.M. 2020)
  – A landlord's refusal to engage in discussion or acknowledge tenant reimbursement claims, followed by sudden eviction efforts, was found to be retaliatory.
- **Reste Realty Corp. v. Cooper**, 251 A.2d 268 (N.J. 1969)
  – Landmark ruling affirming that when a landlord fails to uphold its obligations

under the lease, the tenant is justified in withholding or offsetting rent.

- **Brown v. Southall Realty Co.**, 237 A.2d 834 (D.C. Ct. App. 1968)
  – Rent is not due when the landlord has materially breached its obligations; a tenant is not penalized for non-payment under such conditions.

SECTION 5: Damages for Personal Injury & Emotional Distress

A. Permanent Injury Caused by Management's Negligence

1. I have sustained **permanent vision loss in one eye** as a **direct and foreseeable result** of The Ivy Apartments' refusal to act on my medically urgent noise complaints during my post-operative healing period.
2. I provided **written notice of my condition and vulnerability** on multiple occasions between **August and October 2024**.
3. Rather than accommodate this medically documented need, Ivy staff chose to **ignore, gaslight, and retaliate**—even falsely accusing me of harassment after a simple, respectful neighborly conversation.
4. The **permanent damage I suffered was entirely preventable**, had Ivy taken even minimal steps to reduce the disruption.
5. Under the **Eggshell Plaintiff Doctrine**, Ivy is **fully liable for the extent of harm**, even if my condition made me more susceptible than others.

B. Emotional Distress from Sustained Harassment and Retaliation

1. Over the course of nearly **two years**, Ivy has engaged in a **coordinated and escalating pattern of harassment, neglect, and discrimination**, targeting me for simply asserting my rights as a disabled gay tenant.
2. Examples include:
   - Fabricated or exaggerated "lease violations";
   - Repeated threats of eviction;
   - Unauthorized entry into my apartment and storage units;
   - Denial of access to medication retrieval;

- Refusal to process or even acknowledge valid reimbursement claims;
- Use of a law firm to **respond to a legitimate grievance with lies and gaslighting.**

3. These actions have caused sustained **emotional distress, anxiety, humiliation**, and **physical exhaustion**, all of which are exacerbated by my status as a **disabled tenant with known medical vulnerabilities**.

C. I Withheld Damage Claims to Resolve This Amicably—That Time Has Passed

1. In my original demand letters, including the one sent on **March 18, 2025**, I made a deliberate and **generous decision** not to demand damages for personal injury or emotional harm—even though I had a clear and compelling legal basis to do so.
2. I gave Ivy and Highmark the opportunity to correct course by simply **reimbursing what they already owe** and responding in good faith.
3. Instead, I received a letter from attorney **John Benz**, which contains **blatantly false statements**, gaslighting, and factual denials of events that are not only documented but in some cases already acknowledged by Ivy's own management.
4. This response confirms that Ivy is not acting in confusion, but in **bad faith**—intentionally ignoring facts, misleading me, and attempting to exhaust me through obstruction and delay.

D. Final Opportunity to Limit Exposure Before Litigation

1. This letter represents Ivy's **final opportunity** to contain this matter informally.
2. If Ivy fails to respond in full and in good faith by **Friday, March 21, 2025 at 5:00 PM ET**, I will be **forced to initiate formal legal proceedings** that will include the full scope of damages related to:
   - Personal injury and medical harm;
   - Emotional distress and loss of housing stability;
   - Retaliation and punitive damages under both federal and Kentucky law.
3. As of this writing, I am still willing—if reluctantly—to resolve this matter through **reimbursement and a formal acknowledgment of wrongdoing**. However, I will **not extend this deadline again**.
4. After 5:00 PM on Friday, **no further discussions will be entertained regarding**

reduced liability, settlement offsets, or omitted damage categories. At that point, I will pursue **full legal relief** through:

- Civil litigation;
- A renewed **Fair Housing Act complaint**;
- Potentially incorporating Ivy and Highmark into the **pending $5 million conspiracy and retaliation suit** currently scheduled for trial in August 2025.

5. I have extensive documentation—including **medical records, time-stamped calls, internal emails, affidavits, and witness statements**—that will fully support these claims.

E. POINTS AND AUTHORITIES

Statutes

- **42 U.S.C. § 3613(c)** – Authorizes compensatory and punitive damages, including for emotional distress, under the Fair Housing Act.
- **KRS § 344.040** and **KRS § 344.280** – Prohibit discrimination and retaliation based on disability and permit civil damages.
- **Eggshell Plaintiff Doctrine** – A tortfeasor must take the plaintiff as they find them; heightened harm due to disability increases liability.
- **KRS § 383.705** – Protects tenants from retaliatory conduct including harassment, denial of services, or fabricated notices.

Precedents

- *Turley v. ISG Lackawanna, Inc.*, 774 F.3d 140 (2d Cir. 2014) – Workplace harassment claims support significant emotional distress damages when sustained and ignored.
- *United States v. Balistrieri*, 981 F.2d 916 (7th Cir. 1992) – Housing discrimination supports full compensatory and punitive damages for emotional distress.
- *Tenenbaum v. Williams*, 880 F. Supp. 2d 162 (D. Conn. 2012) – Landlord held liable where refusal to accommodate tenant's medical needs led to injury.
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009) – Retaliation and interference with housing rights actionable even after resolution of original complaint.
- *Jankowski Lee & Assoc. v. Cisneros*, 91 F.3d 891 (7th Cir. 1996) – Denial of

services and amenities coupled with gaslighting was sufficient to sustain § 3617 FHA claims.

SECTION 6: Intent to Move Out & Lease Violations by The Ivy

A. Timely Notice of Intent to Vacate

1. On **February 4, 2025**, I submitted an official **Notice of Intent to Move Out**, using Ivy's own move-out form.
2. The form was properly completed, timely, and specified a move-out date of **April 8, 2025**, well within the required notice window.
3. The Ivy Apartments **failed to sign, return, or acknowledge** this notice in any way.
4. Under the lease, failure to acknowledge a timely notice **does not invalidate it**. My intent to vacate was properly communicated and legally effective.

B. Ivy's Failure to Respond to the Notice or Coordinate Move-Out

1. From February through March 2025, I made **multiple good-faith attempts** to confirm the move-out plan and discuss rent reconciliation.
2. These included:
    - Weekly phone calls to Ivy management;
    - Repeated outreach to **Mary Beth Woodard**;
    - Calls placed again on **March 10 and 11**, before receiving any formal notice of nonpayment.
3. **None of my calls were returned.** Ivy refused all contact, and made no effort to confirm notice or coordinate move-out logistics.

C. Deliberate Obstruction of Communication and Notices

1. Ivy management has known since **December 2024** that I have been residing outside the country.
2. Despite this, they:
    - **Posted notices on my door**, knowing I could not retrieve them;
    - **Refused to allow my 81-year-old mother**, holding a notarized letter of

authorization, to retrieve documents or packages;

- **Failed to communicate by email, phone, or mail**, all of which were viable options used previously.

3. This obstruction was not accidental. It was a **deliberate strategy to create artificial non-compliance** and fabricate grounds for eviction.

D. Ivy's Failure to Comply with Its Own Lease Terms

1. My lease, as of March 2024, was operating under a **month-to-month renewal**, which legally permitted 30-day notice for termination.
2. My February 4 notice fully complied with this requirement.
3. Ivy's refusal to process the form or respond to my outreach constitutes a **breach of their lease obligations**.
4. Under **KRS § 383.615**, a landlord must process notices and engage with tenants in good faith. Ivy did neither.

E. Ivy's Attempted Rent Enforcement in Bad Faith

1. On **March 13, 2025**, I received an email from Blake demanding rent within 24 hours, under threat of legal escalation.
2. This was sent **after Ivy had ignored six months of reimbursement claims**, failed to respond to my official move-out form, and refused to engage with me or my authorized representative.
3. At the time of the demand, Ivy owed me **$4,360.00**—far more than any rent due.
4. I had contacted them repeatedly to resolve this in February and March. Their **failure to communicate or facilitate payment offsets** does not entitle them to enforce rent, especially under threat of eviction.

F. Post-Vacate Options and Continued Possession

Given Ivy's failure to facilitate my move-out or engage in good faith, I now assert the following:

Option 1:

- I am entitled to remain in the apartment for up to **14 months**, rent-free, to allow

safe, deliberate removal of my belongings on my own schedule;

- This corresponds to Ivy's failure to process my notice, the lease's auto-renewal, and their obstruction of my departure.

Option 2:

- If Ivy wishes to regain possession sooner, they must:
  - **Professionally pack and ship all of my belongings to Costa Rica**;
  - Cover all associated costs, including international logistics, insurance, duties, and delivery.

This is not a negotiation. It is a **direct consequence of their obstruction** and violation of housing law. I am not offering any waivers of damages to receive these options.

G. Anticipated Eviction Defense and Legal Position

If Ivy or its attorneys attempt to initiate **forcible detainer (eviction) proceedings**, I will present the following defenses:

1. **Setoff Defense**
   Ivy owes me more than I owe them. This financial imbalance has been clearly documented in writing since **November 2024**.
2. **Bad Faith Retaliation**
   Ivy refused to acknowledge or process:
   - My valid notice to vacate;
   - Reimbursement claims supported by evidence;
   - Repeated good-faith communications.
3. **Constructive Breach of Lease**
   Ivy's failure to uphold its lease obligations—both procedural and financial—excuses any claim of nonpayment.
4. **Retaliatory Eviction (KRS § 383.705 & 42 U.S.C. § 3617)**
   The attempt to remove me while owing me substantial funds and denying my communication rights is unlawful retaliation for protected activity.
5. **Failure to Notify or Provide Due Process**
   Ivy knew I was abroad, denied my mother access to notices, and failed to provide legally sufficient communication of any lease enforcement action.

I will present all of this to the court along with:

- Voicemails, emails, and call logs;
- Medical records;
- Documentation of authorization letters;
- Financial calculations and prior correspondence.

Any attempted eviction under these facts is not only unlawful—it further increases Ivy's exposure to treble damages and a federal housing retaliation claim.

H. POINTS AND AUTHORITIES

Statutes

- **KRS § 383.695(2)** – Holdover status only applies when the tenant remains after a valid lease expiration *without proper notice*. You provided timely notice, making any claim of holdover **legally invalid**.
- **KRS § 383.705** – Prohibits retaliation against a tenant who has:
  - Complained of a lease violation,
  - Filed a formal notice to vacate,
  - Withheld rent in connection with unresolved disputes.
- **KRS § 383.615** – Requires landlords to process notices in good faith and maintain lines of communication. Ignoring or refusing to acknowledge a tenant's lawful notice **violates this section**.
- **Uniform Residential Landlord and Tenant Act (URLTA)** – As adopted in Kentucky, URLTA requires landlords to facilitate possession turnover and process notices without obstruction or deception.
- **Setoff Doctrine (Contract Law)** – If the landlord owes a liquidated sum that exceeds the amount allegedly due from the tenant, the tenant may lawfully withhold rent or assert **offset**.

Precedents

- **Foster v. West Plaza, LLC**, 371 S.W.3d 908 (Ky. App. 2012)
  The court ruled that **when landlords fail to respond to or acknowledge valid notices**, tenants may not be held liable for continued rent or penalties. Reaffirmed

the importance of landlord engagement and notice processing.

- **Brown v. Southall Realty Co.**, 237 A.2d 834 (D.C. Ct. App. 1968)
  Landlords who ignore notice cannot later enforce lease obligations for nonpayment. Procedural obstruction by the landlord removes their right to claim default.
- **Reste Realty Corp. v. Cooper**, 251 A.2d 268 (N.J. 1969)
  A tenant's valid intent to vacate, when not acknowledged due to landlord's failure to respond, did **not result in holdover** liability. The landlord was found in breach.
- **Davis v. Echo Valley Condo Ass'n**, 945 F.3d 483 (6th Cir. 2019)
  Courts found **landlord failure to accommodate known tenant limitations**, including health or availability, created civil liability under both Fair Housing and lease contract theories.
- **Andrews v. Mobile Aire Estates**, 125 Cal. App. 4th 578 (2005)
  Landlords who use administrative silence or delay to trap tenants into lease extensions or penalties were found to have committed **constructive eviction** and liable for damages.

SECTION 7: The California Lawsuit & Potential Conspiracy

A. Ivy Was Fully Aware of the California Lawsuit

1. Ivy management has claimed—through attorney **John Benz**—to have **no knowledge** of my civil lawsuit currently pending in California.
2. That claim is **demonstrably false**.
3. I informed Ivy staff—including **Mary Beth Woodard and Katrina**—about the case on **March 6, 2023**, and followed up with multiple inquiries in the days that followed.
4. Their failure to inform their attorney of these communications constitutes **intentional concealment of material facts**—a serious breach of legal duty, and potentially a foundation for fraud or conspiracy liability.

B. The California Case: Overview and Gravity

1. I am the plaintiff in a **$5 million civil lawsuit** filed in California against my former landlord.

2. The case is based on **defamation, housing retaliation, loss of housing opportunity, medical harm, and wrongful death**.
3. The core of the defamation involved false accusations that I was a **violent elder abuser** who had committed four or more physical attacks.
4. Over the course of **10 months**, my former landlord and her attorney told the court they had "irrefutable evidence."
5. However, they failed to produce:
    - A single 911 call;
    - Any police report;
    - Emergency room visits or injury documentation;
    - Threatening emails, texts, voicemails, or third-party witness testimony.
6. When I produced a **recording of her attorney suborning perjury**—coaching the landlord and her family to fabricate allegations—they **voluntarily dismissed the case** to avoid exposure.
7. The dismissal was not procedural—it was **the result of documented legal misconduct**.
8. The **defamation continues**, including repeated defamatory statements made as recently as **February 2025**.
9. Given Ivy's **unexplained efforts to avoid discussing this case** and **their refusal to name service agents** in March 2023, it is entirely plausible that **Ivy's retaliation against me was influenced by communications with this same landlord**.

C. Timeline of Communications Regarding the Lawsuit

Date	Communication Summary	Involved Parties
March 6, 2023	I directly informed **Mary Beth Woodard** and **Katrina** about the California case.	Me, Mary Beth, Katrina
March 15, 2023	I requested statements from **Jennifer**, **Ella**, and **Michaela** regarding any prior communications.	Me, Ivy staff
March 16, 2023	Mary Beth refused to provide information, but admitted **subpoenas would force disclosure**.	Me, Mary Beth

March 17, 2023	Mary Beth refused to name an agent for service of process—raising suspicion of concealment.	Me, Mary Beth

All of these communications are **preserved and timestamped**, and will be produced in litigation if Ivy fails to disclose them voluntarily.

D. Legal Exposure and Consequences for Ivy

1. If any Ivy staff communicated with my former landlord or repeated her discredited claims, Ivy may be held liable under **California conspiracy law**, **Kentucky civil conspiracy doctrine**, and **retaliatory housing provisions** of federal law.
2. Their continued refusal to provide information—despite multiple notices and a pending lawsuit—is **not neutral**; it is active concealment.
3. If Ivy misled its own attorney, or if attorney **John Benz knowingly repeated false statements**, Ivy's exposure deepens.
4. In either scenario, Ivy is at risk of being:
    - Subpoenaed and compelled to produce records;
    - Named as a **third-party co-defendant** in the California litigation;
    - Subject to **discovery orders, depositions, and cross-jurisdictional enforcement**.

E. Misrepresentations by Counsel Compound Ivy's Liability

1. In his March 2025 letter, attorney **John Benz** stated that Ivy had "no knowledge" of my California lawsuit.
2. That is **not a harmless error**. At best, it means Ivy lied to its attorney. At worst, it means **Mr. Benz knowingly misrepresented facts to obstruct my legal claims**.
3. Either way, Ivy has now made itself vulnerable to:
    - **Fraud upon the court** (if misstatements are repeated under oath);
    - **Perjury exposure** (if false claims appear in affidavits or testimony);
    - **Conspiracy charges** (if Ivy colluded with others to suppress or act upon false claims).
4. Ivy is about to entangle itself in **a much larger legal disaster** than a landlord-tenant reimbursement issue. If their retaliation or refusal to act in good faith is

linked to the known slander of my previous landlord, **they will be held jointly accountable for the damage**.

F. Final Opportunity to Avoid Escalation

1. Ivy has until **Friday, March 21, 2025 at 4:00 PM ET** to submit a full and truthful disclosure that includes:
    - Whether any staff communicated with my former landlord or her affiliates;
    - Whether any statements were received or passed along about me;
    - Whether any such information played a role in decisions made about my tenancy.
2. If Ivy complies fully, I may consider limiting its exposure in the California case.
3. If they do not, I will:
    - Issue subpoenas in California and Kentucky;
    - Move to formally name Ivy and Highmark as **co-conspirators**;
    - Pursue joint liability under **California defamation law**, **federal housing law**, and **Kentucky civil conspiracy doctrine**.

G. POINTS AND AUTHORITIES

Statutes

- **California Civil Code § 52.1 (Bane Act)** – Prohibits interference with civil and constitutional rights, including via coordinated retaliation.
- **Kentucky Civil Conspiracy Doctrine** – Holds all parties jointly liable where two or more persons act in concert to accomplish an unlawful objective.
- **42 U.S.C. § 3617** – Prohibits interference or retaliation against persons exercising their rights under the Fair Housing Act.
- **Federal Rules of Civil Procedure, Rule 26 and Rule 45** – Authorize subpoenas and discovery across jurisdictions in civil litigation.

Precedents

- *Wyatt v. Cole*, 504 U.S. 158 (1992) – Private actors working together to deprive a person of civil rights are liable under federal law.

- *Tenenbaum v. Williams*, 880 F. Supp. 2d 162 – Landlord involvement in third-party retaliation may create conspiracy liability.
- *Murphy v. City of Long Beach*, 944 F. Supp. 2d 298 – Conspiratorial retaliation for involvement in separate litigation is actionable.
- *Egan v. Aurora*, 291 F. Supp. 3d 1030 – Liability for retaliation extends to entities who coordinate or conceal retaliatory motives.
- *Wallace v. Dameron*, 774 F. App'x 905 – Misrepresentation by an attorney regarding client exposure in related litigation triggers sanctions and strategic liability.

SECTION 8: Final Demands & Legal Deadline

A. Final Opportunity for Resolution Without Litigation

The Ivy Apartments and Highmark Residential have had multiple opportunities over the past year to:

- Acknowledge wrongdoing already admitted by their own management,
- Engage in good-faith financial reconciliation,
- Facilitate my move-out without obstruction, and
- Respond honestly to legal inquiries regarding the California lawsuit.

Instead, they have:

- Repeatedly ignored or obstructed my communication,
- Refused to process lawful reimbursement demands,
- Issued rent threats while owing me over $4,000,
- Lied through counsel about their knowledge of a pending state lawsuit with massive financial exposure,
- Retaliated in ways that caused permanent medical harm and worsened my disability.

This letter represents your **final opportunity** to resolve these issues without immediate escalation.

B. Final Legal Demands (Deadline: Friday, March 21, 2025 @ 4:00 PM ET)

By that deadline, you must:

1. **Disclose in writing**:
    - Whether any Ivy staff communicated with my former landlord, her family, or her attorneys;
    - The content, date, and participants of any such communications;
    - Whether this information informed any action regarding my tenancy.
2. **Acknowledge and accept one of the following terms regarding possession**:
    - That you will either:
        - **Professionally pack and ship all of my belongings to Costa Rica at your full expense**, including handling, insurance, and international logistics;
          or
        - **Allow me continued access to the apartment, rent-free, for up to 14 months**, to retrieve my belongings on my own schedule without further penalty, interference, or financial liability.
    - These options are not offered as concessions. They are the **direct and justified result of your failure to respond to my move-out notice, refusal to process reimbursement, and obstruction of all good-faith coordination efforts**.
3. **Confirm in writing**:
    - Full reimbursement of the **$4,360.00** owed to me;
    - That March rent (excluding all late fees) will be deducted from that amount;
    - That payment or formal acknowledgment of offset will be made **no later than 5:00 PM ET on Friday, March 21, 2025**.

C. Consequences for Non-Compliance

If you fail to comply in full by the stated deadline:

- I will immediately initiate **formal legal action**;
- I will file claims with:

    - The **Kentucky Attorney General**;
    - **HUD** under the **Fair Housing Act (42 U.S.C. § 3617)**;
    - The **California Superior Court**, naming Ivy and Highmark as **third-party defendants** in a **$5 million defamation and wrongful death conspiracy** case;
- I will subpoena all relevant staff and internal records;
- I will seek:
    - **Treble damages** under both federal and state housing laws;
    - **Damages for permanent personal injury**;
    - **Emotional distress, loss of housing stability, and financial harm**;
    - **Punitive damages** for retaliatory conduct and fraudulent concealment.

I recommend you consult with outside counsel if you have any uncertainty about what is at stake.

D. Summary

This is not a bluff. This is not posturing. This is the final moment to resolve a long-standing and highly documented pattern of abuse, mismanagement, and retaliation.

You may either:

- Step up, do the right thing, and limit your liability,
  or
- Continue on this path and face the consequences of a legal and reputational disaster far beyond the scope of a tenant dispute.

The choice is yours.

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."

The Little Prince *by Antoine de Saint-Exupéry*

On Wed, Mar 19, 2025 at 4:03 PM John Benz <John@rawnlawfirm.com> wrote:

> Dr. Feldman
>
> My name is John R Benz. I am an attorney with Rawn Law Firm, PLLC who represents the Ivy Apartments. They have forwarded me your recent correspondence. I am writing to inform you that your demands are not being accepted and are hereby rejected. I was also unable to locate your alleged lawsuit from March 2023 in any Kentucky Court records, as such I find it moot and irrelevant.
>
> When discussing your rent, you will be liable for rent up through the day you vacate and return possession of the property. Your move out day remains as stated in your original move out notice. A failure to vacate by that day will result in you being a willful holdover and subject to KRS 383.695. There will be no credits or free months for your rent. Pursuant to your lease agreement your rent remains due in full without demand on or before the first of each month. A failure to pay such can lead to your being sent a 7-day notice to pay or vacate and subject you to possible eviction.
>
> Next, your deposit will not be returned the day you move out. The Ivy will follow all guidelines and requirements of KRS 383.580 which allows them up to 30 days to inform you how your deposit was applied to any damages and what if any refund you are entitled to. You are hereby directed that you will need to schedule with the Ivy a day and time for your move out inspection. A failure to do such before vacating the property will be taken as your having waived the right to be present at your inspection.

The Ivy informs me that they do no pay referral bonuses or have no knowledge of your alleged “wine concession” do you have signed documents promising you either of these items. Also note that the Ivy and Highmark Residential have nothing to do with your alleged lawsuit in California and deny any involvement or knowledge of such.

I hope this addresses all your concerns. If you feel otherwise, feel free to contact my office.

Sincerely,

John R Benz, Esq.

Rawn Law Firm, PLLC
10000 Shelbyville Rd Suite 200

Louisville, KY 40223

Office: (502) 416-0150

Direct: (502) 888-1152

john@rawnlawfirm.com

www.rawnlawfirm.com

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Formal Demand for Compliance, Compensation, and Lease Terms

Daniel J. Feldman, Ph.D. **<danieljfeldmanphd@gmail.com> Tue, Mar 18 at 5:06 PM**
To: The Ivy Apartment Homes <TheIvyApartmentHomes.Reply.Highmark@assist.rent>, P_The Ivy-CD <TheIvyCD@highmarkres.com>, P_The Ivy-ACD <TheIvyACD@highmarkres.com>, P_The Ivy-L1 <TheIvyL1@highmarkres.com>, P_The Ivy-L2 <TheIvyL2@highmarkres.com>, P_The Ivy-MS <TheIvyMS@highmarkres.com>, Jason Whitehouse <jwhitehouse@highmarkres.com>, Mary Beth Woodard <mwoodard@highmarkres.com>
Cc: Jo Anne Feldman <jojofeld@bellsouth.net>

Daniel J. Feldman, Ph.D.
8809 Denington Dr
Louisville, KY 40222
danieljfeldmanphd@gmail.com
+1 (307) 699-3223

March 18, 2025

Highmark Residential & VOC Phase I Owner, LLC
The Ivy Apartment Homes
3300 Altabrook Drive
Louisville, KY 40245

(Attachments: Affidavit from Jo Anne Feldman & Original Declaratory Judgment Filing)

Subject: Formal Demand for Compliance, Compensation, and Lease Terms RE: Apartment 3303 Storage Units S3 and S4

To Whom It May Concern,

I am writing to formally demand resolution of multiple violations and failures to adhere to our prior agreements regarding my lease at The Ivy Apartment Homes. Despite repeated attempts to engage with management, including my formal request for a response by December 6, 2024**, I have yet to receive any acknowledgment or action regarding my concerns. Your continued inaction and negligent behavior have**

directly impacted my ability to manage my housing situation, and I am now forced to take further legal and administrative action.

---

1. Previous Lawsuit & Violation of Settlement Terms

On March 3, 2023**, I filed a** declaratory judgment lawsuit **against The Ivy and Highmark Residential due to** harassment, discrimination, and wrongful eviction threats. **The lawsuit clearly demonstrated the** pattern of targeted harassment and bad-faith eviction threats **used against me.**

- **Within** 10 minutes of sending a courtesy copy of the lawsuit to Mary Beth Woodard**, she immediately** fired the manager responsible for the threats**.**
- As part of this resolution, Highmark Residential agreed to a moratorium on eviction threats and harassment.
- In reliance on this agreement, I withdrew the lawsuit.

Despite this, The Ivy has blatantly violated this agreement **and continued its** pattern of harassment, negligence, and financial misconduct.

---

2. Extension of Move-Out Date & Rent Waiver

Due to your prolonged negligence**, including failure to respond to my formal demands, I am** extending my move-out date to May 8, 2025**. This extension is necessary due to the significant delays caused by your inaction and mismanagement. Furthermore,** I do not acknowledge any financial responsibility for rent during April 2025**, as my ability to vacate was hindered solely by your failure to address my concerns in a timely manner.**

Additionally, on February 4, 2025, I submitted an official Notice of Intent to Move Out, which was a form provided by your office. **This document clearly outlined the reasons for my departure, yet you** have never signed, returned, or discussed it with me in any way, despite your own deadline of February 7, 2025**.**

I attempted to discuss this with your team dozens of times throughout February, including two unreturned calls to Mary Beth Woodard last week.

You must provide written confirmation that:

- My move-out date is extended to May 8, 2025.
- I am not financially responsible for rent in April 2025.

- No unauthorized entry or removal of my belongings from my apartment or storage areas will take place before my official move-out.

---

3. Security Deposit, Reimbursement of Expenses, and Rent Deduction

You currently owe me the return of my security deposit **and an additional $**3,360 in reimbursement**,** plus the unpaid referral award **(not included in the $3,360 total).**

Breakdown of Reimbursement Owed:

- **$**360 fraudulent pet fee charges **($30/month for a pet I no longer own, despite multiple removal requests).**
- **$**2,850 for two months of lost quiet enjoyment **(due to your refusal to address extreme noise disturbances).**
- **$**150 for the wine concession balance **that was improperly withheld.**
- The unpaid referral bonus **for Jason and Sean Frew, who have resided at The Ivy for the required period but** for whom you have refused to pay the promised award.

Additionally, March rent must be deducted from what you owe me**:**

- I made multiple attempts to discuss offsetting this with my outstanding balance, but my requests were ignored.
- Your refusal to process my financial claims in good faith left me no choice but to withhold payment until resolution.
- You cannot claim unpaid rent while simultaneously ignoring my valid financial claims for months.

---

4. Management's Intentional Avoidance and Bad-Faith Conduct

- **Despite** knowing I am out of town**, you chose to** leave notices on my apartment door **instead of communicating via email or sending them to my official mailing address.**
- **On** Thursday, March 6, 2025**, I received an** urgent demand via email from Blake**, giving me** less than 24 hours' notice **to pay rent or face legal action.**
- **This demand is** deeply ironic**, given that** Blake, Shelley, Mary Beth Woodard, and Jason Whitehouse **have ignored my financial claims for** over eight months **while now suddenly making urgent demands.**
- Your refusal to engage in settlement discussions while simultaneously threatening legal action for rent you have ignored requests to offset is

clear evidence of bad faith and retaliation.

---

5. Denial of Mail and Prescription Medication Retrieval (Affidavit Attached)

Attached is an affidavit from my 81-year-old mother, Jo Anne Feldman**, detailing how after** driving in ice and snow**, she was denied access to retrieve my** life-sustaining medication **from your office.**

- **Despite previously** providing written authorization for her to retrieve mail on my behalf**, your new management falsely claimed I** "no longer live there" **and refused her entry to the package room, leaving** vital autoimmune medication inaccessible.
- **This reckless and negligent action has further compounded your liability and** endangered my health**, given that I suffer from** an autoimmune disorder similar to Lupus.

---

6. Conspiracy Claim Warning & Final Demand

I demand that you confirm, in writing, whether anyone at Highmark Residential or The Ivy Apartments has communicated with my former landlord, her attorneys, or her family regarding my tenancy in San Francisco from March 2013 to October 2020.

- **If you disclose that** such communications occurred and were based on slanderous claims**, I will** forego including you in the conspiracy claim **but will still hold you liable for your independent misconduct.**
- **However, if you** fail to disclose this information and I obtain proof through subpoenas**, I will** pursue a full conspiracy case against you.
- **My former landlord has** continued making knowingly false allegations against me**, which are the basis of a $**5 million lawsuit currently set for trial in August 2025 **where I am the** plaintiff**.**

---

7. Immediate Resolution Required

You are required to respond in writing by Friday, March 21, 2025, at 4**:**00 PM EDT **to confirm:**

- Acknowledgment of my extended move-out date to May 8, 2025.

- Agreement that no rent is due for April 2025.
- Commitment that you will not unlawfully enter or remove my belongings before May 8, 2025.
- Confirmation of the return of my security deposit on May 8 and an additional **$**3,360 in reimbursement by Friday, March 21, 2025, at 5**:**00 PM EDT.
- Confirmation that the March rent, without late fees, will be deducted from what you owe me.
- A direct statement confirming whether your company has had communications with my former landlord.

Failure to comply will result in formal complaints filed with the Kentucky Attorney General, the Fair Housing Authority, and legal action seeking punitive damages.

Sincerely,

Daniel J. Feldman, Ph.D.
Clinical Neuropsychologist and Touch Healer

+1 (307) 699-3223
+1 (435) 612-0242

"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."
The Little Prince by Antoine de Saint-Exupéry

On Thu, Mar 13, 2025, 08:35 The Ivy Apartment Homes <TheIvyApartmentHomes.Reply.Highmark@assist.rent> wrote:

> **Hello Daniel,**
>
> **We wanted to reach out and kindly ask if you could provide us with a date when you plan to pay your past due rent.**
>
> **We would like to make you aware that, if the payment is not received by Friday (03/14/25) at 12:00 PM, the account will be forwarded to our attorney and additional fees will be incurred.**
>
> **Please remember that payments must be made in the form of a cashier's check or**

money order.

Thank you for your understanding and cooperation. Please don't hesitate to reach out if you have any questions or need assistance. We look forward to hearing from you soon.

Best Regards,

Christian Blake Heath at The Ivy Apartment Homes
(502) 401-1452
http://www.theivyapartmenthomes.com

3300 Altabrook Drive, Louisville, KY 40245

This email was sent to danieljfeldmanphd@gmail.com. To ensure you continue receiving our emails, please add us to your address book or safe list. You can opt out of email notifications from The Ivy Apartment Homes by clicking here. You can opt out of all email notifications from Milestone Investments, LLC by clicking here.

Letter to The Ivy 2025 JAF.pdf, Feldman v Highmark and VOC.pdf

SET TWO

NOTICE OF INTENT TO MOVE OUT THAT IVY AND COUNSEL HAVE FAILED TO ACKNOWLEDGE OR SIGN

RESIDENT'S NOTICE OF INTENT TO MOVE OUT

To be delivered to owner's representative

APARTMENT DESCRIPTION. Unit No. 3303, 13647 Aragon Way *(street address)* in Louisville *(city),* Kentucky, 40245 *(zip code).*

LEASE CONTRACT DESCRIPTION. Lease Contract date: March 12, 2024 Owner's name: SREIT Ivy Louisville, L.L.C.

Residents *(list all residents):* Daniel Feldman

Date you will move out and surrender Apartment: 8 April 2025

1. **CHANGES IN MOVE-OUT DATE.** Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the Apartment is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.

2. **DATE OF SURRENDER.** Under the Lease Contract, you *surrender* the Apartment for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
   - turn in all keys/access devices where you pay the rent;
   - the move-out date has passed and no one is living in the Apartment;
   - abandon the Apartment (as defined in the Lease Contract).

   All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the Apartment must sign a new Lease Contract.

3. **EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.

4. **HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.

5. **CLEANING.** Under the Lease Contract, you must leave the Apartment in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.

6. **FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.

7. **RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

8. **PROPER NOTICE.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in the Lease Contract, even if your contract has become a month-to-month lease.

9. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification or disapproval before final refunding or accounting.

10. **DEPOSIT RETURN/MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

    At the termination of your tenancy, we'll inspect the Apartment and compile a listing of any damage to the Apartment which is the basis for any charge against the security deposit. We and you shall then sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If you refuse to sign such listing, you must state specifically in writing to which items on the list you dissent, and then sign such statement of dissent. If you dispute the accuracy of our final damage listing and choose to bring a claim against us for your security deposit, your claim is, by statute, limited to those items to which you specifically dissented, and if you fail to sign the listing or specifically dissent in accordance with this provision, you are not entitled to recover any damages under this Section. You have the right to inspect the Apartment to ascertain the accuracy of such listing. If you don't participate in the damages review, or you don't sign the damages list, you are accepting responsibility for all of the listed damages and charges. If no rent is due at the time of move-out, surrender or abandonment, we will mail you such list to the forwarding address you provide. If no forwarding address is provided, we will mail such list to your last known address. You will have 60 days from the mark date to contact us to receive your refund. If we have not received a response from you within 60 days of the postmark of our notification to you, we may remove the deposit from the account into which it was originally put, and retain it free from any claim by you or any person claiming it on your behalf.

11. **REASONS FOR MOVING.** *(Optional)*
Repeated threats to my residency based on frivolous claims, and repeated negligence of senior staff to be responsive for four months or more.

12. We can only accept your move-out notice if it is provided to us in the following way(s): _____

    If we don't receive and acknowledge your notice in writing, it may not be effective for the date you indicate.

© 2023, National Apartment Association, Inc. - 6/2023, Kentucky

13. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

I am moving out due to ongoing mismanagement, unaddressed issues, and repeated violations of agreements made by the home office. Most recently, I endured two months of nonstop barking from 4:30am unril 2pm every day including weekends from a dog. directly over my bed. New management, Blake and Katrina refused to investigate for two months and falsely accused me of harassment when I sought a conversation due to management negligence. This occurred while I was recovering from eye surgery, significantly affecting my ability to rest and heal, having to repeat the surgery, leaving my eye permanently bkind. Additionally, I had previous filed a lawsuit against the property stemmed from repeated, frivolous, and discriminatory eviction threats. I withdrew my complaint after an agreement with the Highmark home office in Dallas, ensuring me there would be no further threats to my residency unless for nonpayment or unequivocal threat of harm to persons/property. However, Blake and Mr. Whitehouse violated this agreement by issuing yet another baseless threat when I reported the noise disturbance. This marks the fifth time I was improperly threatened with eviction over frivolous claims. Mr. Whitehouse promised to call me four months ago, and has never made a single attempt.

Further, I am requesting the return of my $150 balance from the removed wine station. Management has failed to provide the necessary ledger to confirm my balance, but the lack of proper record-keeping does not absolve them of their responsibility to return my funds. Additionally, I referred a new tenant who remained for the required duration to qualify for an award. I inquired about this in December, set a deadline for a response, and was completely ignored. This is yet another example of this management team's pattern of negligence and failure to honor commitments.

Given these ongoing failures, I am requesting a refund of the referral award plus $3000 - two months' rent as compensation for the lack of quiet enjoyment of my apartment for two months, having to live over 12 months in fear I would lose my home due to unlawful discrimination, and the wine bar refund, not to mention the withdrawn legal claim and the management's failure to uphold the agreement made by the home office.

After those incidents, I vacated the apartment for the last two months due to the discomfort continuing to live there.

Your Signature or Signatures

Daniel J Feldmeier

Your Forwarding Address *(You must provide this information.)*

8809 Denington Drive
Louisville, KY 40223

You may be contacted now at:
Home phone: +1 (307) 699-3223
Work phone:
Date when you delivered this notice: 3 February 2025

FOR OFFICE USE ONLY
Owner's representative who received notice:
Date notice was received:
Move-out date was ❑ approved or ❑ disapproved

Owner's Acknowledgment of Receiving Move-Out Notice
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Unit No. 3303 in SREIT Ivy Louisville, L.L.C.

(name of community), or street address *(if house, duplex, etc.)*:

Date of intended move-out: 8 April 2025.
If move-out is approved, prorated rent (if any) through move-out date: $ 3000 + referral award

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- ❑ We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your Apartment to others.
- ❑ We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- ❑ We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative:

Signature of our representative:

© 2023, National Apartment Association, Inc. - 6/2023, Kentucky

Authorization to Pick Up Mail, Packages, and Keys to Apartment and Storage

Daniel J. Feldman, Ph.D.

13647 Aragon Way Apt 303
Louisville, KY 40245
+1 (307) 699-3223
danieljfeldmanphd@gmail.com
11 February 2025

IVY Management
3300 Altabrook Drive
Louisville, KY 40245

Subject: Authorization to Pick Up Mail, Packages, and Keys to Storage and Apartment

Dear IVY Management,

I am writing to formally authorize either of my parents, Stephen Feldman or Jo Anne Feldman, to pick up my mail, packages out of the mail room, and gain entry into my apartment and two storage units on my behalf.

Below are the details of the authorized individuals: - Stephen Lee Feldman (Sep 14, 1942)

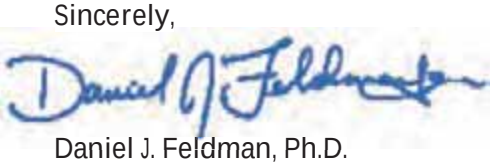
8809 Denington Drive, Louisville, KY 40222 - Jo Anne Feldman (Jan 27, 1944)

I kindly request that my keys be released to either of them upon presentation of valid identification. As the locks have been changed, I do not possess copies of the keys. It would be simpler for me to retrieve the new keys from my parents in the event I do make it back, and it is outside the IVY office hours, essentially locking me out of my apartment. They are also authorized to make copies of my keys and to be in my apartment as my representative to assist in removing items for a planned move out of April 8th. They are also permitted to designate other persons to organize, sell, and move my items from the premises.

Please contact me at +1 (307) 699-3223 if any further verification is needed.

Thank you for your assistance.

Sincerely,



Daniel J. Feldman, Ph.D.

SET THREE

AFFIDAVIT FROM JO ANNE FELDMAN REGARDING IVY MISCONDUCT AND OBSTRUCTION INCLUDING THE AUTHORIZATION LETTER TO ACT OF BEHALF OF DANIEL FELDMAN

AFFIDAVIT FROM JO ANNE FELDMAN RE: THE IVY

To Whom It May Concern.

My son, Dr. Daniel Feldman, is a resident at The Ivy. While he is away, he asked that my husband, Steve Feldman, and I, Jo Anne Feldman, be allowed to get the new apartment door key and post box key duplicated so we could retrieve his mail. We assumed that meant we could get all of his mail and his packages from the package room, just as he would do if he was there.

Dr. Feldman wrote a letter to The Ivy giving his permission for us to make duplicates of his keys and access the mail room. The letter was given to Alfredo on February 11, and he gave me the keys to be duplicated. I left my driver's license with him, which he returned to me when I gave him back the keys. I had to wait for the post office box key to be mailed to me. I am 81 years old and must use a rollator to get around. This is not an easy task with getting the rollator in and out of the car.

When I received the key, I went to The Ivy on February 26, 2025 to retrieve his mail. Since he had received notice that there was a package containing $100 worth of medication in the package room, I wanted to search the room to retrieve the package. One of the employees opened the mail room for me. Unfortunately, we didn't find the package on looking on two of the shelves. After talking with Dr. Feldman, he said the package could be anywhere since items were often misplaced. I went back to the office and was told that he no longer lived there, and they couldn't let me back into the package room to search further, that the employee who let me in was in the wrong, and he would have to talk with the carrier. For one thing, I think if you are paying rent to an apartment complex that does mean you live there. I left without being given access to the package room. I tried to explain that they had been given a letter giving them permission to let me pick up his mail, but she just kept saying he would have to call the carrier. The manager was quite terse with me.

I returned on Friday, February 28, to see if perhaps the medication had been put in his post box. It wasn't there. While I was standing there, an Amazon delivery person arrived and needed access to the package room. The manager came in and told him he would have to call his office to receive a code. The delivery person spoke very little English, and it was his first day on the job. He called his office, but because of the language barrier, he wasn't able to open the door because he didn't understand the person on the other end of the phone. He tried unsuccessfully several times to open the door. He had a bin full of packages to be delivered. I stayed with him because he was getting very confused. Then a resident came in and wanted to pick up a package in the room, and opened the door for him. I went in with him and searched every shelf with no luck. I then left with just the mail I had gotten out of the post box.

I have known Alfredo for four years, and he has always been kind to me. I don't know who the new manager is, but she lacks any compassion or understanding. In fact, I would say she is rude. Anyway, hopefully when I return to pick up the mail the next time, there will be no problem.

Thank you for "listening."

Jo Anne Feldman
8809 Denington Drive
Louisville, KY 40222
(502) 429-3567

SET FOUR

AUNANSWERED ATTEMPTS TO REACH JASON WHITEHOUSE REGARDING THE IVY BREACH OF THE LEASE AGREEMENT

Gmail Daniel Feldman <danieljfeldmanphd@gmail.com>

Scheduling a time to talk

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Wed, Nov 27, 2024 at 4:26 PM
To: "Whitehouse, Jason" <JWhitehouse@highmarkres.com>

Well, another week, another lie about getting back to me. It would be so ridiculous to be laughable except for the fact that I was made miserable for two months because of this exact kind of negligence. And not for the first time either. I had just redeveloped trust with Katrina that this kind of discriminatory negligence or abuse was a thing of the past. The Highmark home office in Dallas assured me that it was.

Please see what you can do to rebate the last two months of rent and let's put this latest debacle behind us. I never even had an apology from Blake for knowingly protecting a barking nuisance animal above my apartment not only to my detriment but to then accuse me of harassment for trying to handle the issue on my own.

Please get back to me as soon as possible about the rebate. Thank you.

On Fri, Nov 22, 2024, 18:36 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> Thanks so much for getting back to me. We can talk next week, that's fine. Enjoy your weekend!
>
> Warm loving peace to you,
>
> ***Daniel J. Feldman, Ph.D.***
> **Clinical Neuropsychologist (NYS#014127)**
> **and Touch Healer**
>
> 13647 Aragon Rd Apt 303
> Louisville, KY 40245
>
> (307) 699.3223
>
> ***"And now here is my secret, a very simple secret: It is only with the heart that one can see rightly; what is essential is invisible to the eye."***
> *The Little Prince by Antoine de Saint-Exupéry*
>
> On Fri, Nov 22, 2024 at 5:04 PM Whitehouse, Jason <JWhitehouse@highmarkres.com> wrote:
>
> > Hello Danielle,
> >
> > I was told by the onsite team that your issue had been resolved. If this isn't the case, then please accept my apologies. When is a good time to connect? I'm currently on PTO however, since I misunderstood the situation, I'm happy to call you this evening or over the weekend. Next week would be my preference however, I'm happy to accommodate.
> >
> > Respectfully,
> >
> > HIGHMARK RESIDENTIAL
> >
> > **JASON WHITEHOUSE | Regional Manager**
> >
> > Highmark Residential | 3300 Altabrook Dr | Louisville, KY | 40245
> >
> > P: 502.550.6027 | jwhitehouse@highmarkres.com

From: Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com>
Sent: Friday, November 22, 2024 10:13 AM
To: Whitehouse, Jason <JWhitehouse@HighmarkRes.com>
Subject: Re: Scheduling a time to talk

** EXTERNAL EMAIL

Mr. Whitehouse,

I am writing to express my deep frustration with the lack of response from you and the Ivy management regarding the serious issues I have repeatedly raised. Nearly a month has passed since your voicemail, yet I have received no follow-up despite the urgency of my concerns.

Dog Noise Complaint

As I had asserted, the persistent barking that disrupted my apartment daily for a minimum of 8 hours over two full months was indeed caused by the upstairs tenants' dog. The noise ceased immediately upon their departure. This fact was corroborated by:

My recordings of the barking from directly overhead and both sides of my apartment.

A witness who submitted a written statement confirming the dog belonged to the upstairs tenants.

Observations of the tenants leaving the apartment carrying an over-the-shoulder bag typically used for transporting a small dog.

From the beginning of Blake's involvement in this issue, it became apparent that he was aware of the dog and was not acting in good faith. Early on, Blake told me over the phone that he "shouldn't be telling me this," but the upstairs tenants were moving soon, and I should "just deal with it until they move." This admission clearly indicated he knew the dog belonged to the tenants directly above me. However, he later contradicted himself by claiming they didn't have a dog and instead blamed the noise on other tenants.

Further evidence of Blake's duplicity is his refusal to take meaningful action:

He claimed to have "investigated" by walking through the hallway, yet he never came to my apartment to hear the barking during the actual hours when it occurred (early mornings and midday), even though he and his staff were on-site during those times.

He described his inadequate hallway walk as "due diligence," which is entirely unacceptable given the circumstances.

He dismissed the issue as "non-urgent," despite the fact that it disrupted my ability to enjoy my apartment daily for weeks.

After ignoring my repeated communications, he issued a baseless warning accusing me of harassment, further compounding the problem.

Blake's behavior clearly demonstrates that his priority was not resolving the issue but rather protecting the tenants above me and avoiding potential conflict. His refusal to address the problem in good faith left me to endure months of relentless noise, disrupting my recovery from surgery and my peaceful enjoyment of my home.

Storage Unit Violations

Another concerning issue is the unauthorized access to both of my storage units.

1. The lock on one unit was changed without my knowledge or consent, leaving it inaccessible to me for over a week.

2. After I inquired about this violation, the lock on my second storage unit was also changed without notice or explanation.

This lack of transparency and disregard for my property is deeply troubling, especially considering that I have previously been victimized by Ivy staff. The former head of maintenance unlawfully entered my apartment and photographed my personal belongings without my consent. Despite this individual no longer working here, the recent storage unit violations feel like a continuation of the same disregard for my privacy and property.

My Requests

Given the mishandling of these situations and the distress they have caused me, I am requesting the following:

1. Refund of Two Months' Rent

Blake's decision to ignore the barking for two months and to dismiss my concerns directly impacted my ability to enjoy my apartment. Highmark should refund those two months of rent as compensation for my disrupted living conditions.

2. Apology from Blake

I expect an apology for the dismissive and accusatory treatment I received. Being treated as though I were the perpetrator of harassment rather than the victim of an unresolved nuisance is unacceptable.

3. Refund of Wine Card Balance

I have repeatedly asked for the refund of my wine card balance, which I prepaid in 2021. Despite my efforts, Ivy staff have failed to locate the ledger. Regardless, my possession of the card and the staff's acknowledgment of its existence warrant a resolution. I expect a full refund of the unused balance.

4. Explanation of Storage Unit Violations

I need a full explanation for why both of my storage units were accessed and had their locks changed without my knowledge or consent. These actions have raised significant privacy concerns, especially in light of my previous experience with unauthorized entry into my apartment by Ivy staff.

This lack of transparency and disregard for my property is deeply troubling, especially considering that I have previously been victimized by Ivy staff. The former head of maintenance unlawfully entered my apartment and photographed my personal belongings without my consent. Despite this individual no longer working here, the recent storage unit violations feel like a continuation of the same disregard for my privacy and property.

Next Steps

I need a clear and immediate response to these issues. The level of neglect I have experienced, including the two-month delay in meaningful communication from management, is unacceptable. I expect you to contact me directly, as promised, to address these matters without further delay.

Sincerely,

On Fri, Nov 8, 2024, 11:40 Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> wrote:

> Mr. Whitehouse:

Thank you for your call. It is much easier for me to talk on the phone since I have had multiple retina surgeries since June and am now adjusting to being permanently blind in one eye and changing vision in the other. Reading and writing is very difficult unless I use voice texting which is also prone to errors.

My schedule is flexible, so please let me know a few hours in advance what works for you, and I will make myself available.

My situation with the dog in the upstairs apartment ended when they moved a few days ago, taking their dog with them. Unfortunately, m I could not get the office staff to do much of anything about it while it was going on for two months, every day, minimum 8 hours a day beginning around 430 or 5am screaming nonstop directly over my head from one side of the apartment to the other. Despite recordings and a witness who shared his account of the annoying dog multiple times, I could not get the staff to come over before noon to hear the nuisance, my emails would go unresponded to for weeks, I was told that the situation was not urgent, I was gaslighted multiple times being told that the upstairs neighbors did not have a dog, and worse, I was given a warning for being harassing to the dog owners who "didn't have a dog." While waiting for literally ANYONE at the Ivy to come and observe what I heard, I was informed there would be no further investigation into the matter as they had "completed [their] due diligence" without actually starting any investigation.

Two months is a long time to go with that level of nuisance hours before sunrise daily including weekends. A month ago I requested a refund of my lease for the length of time that the issue remained unaddressed. And the issue was never addressed but now has resolved because they moved out. I am offended that despite being victimized by my rude neighbors, the Ivy chose to gaslight me, ignore the problem, and worse, blame me as if I caused the issue.

And that's not all. When I moved into the ivy in 2020, I was a frequent user of the wine vendor station at the club house. I added money to it about 3 times, each about $150. Admittedly, it's been about two years since I last used it but it still had about $100 on it. When the staff told me last month that the wine station that had been removed was not gong to be replaced by current management, I inquired as to how to refund my money from my card. I have asked 3 times and was most recently told that my name is not in the ledger of ever purchasing credit for the wine station, which is absurd since I still have the cards for it. Without offering any solution, I was told that nothing could be done since my name was not in the ledger. Gaslighted again! When I actually said that, Ivy staff said "we are not gaslighting you!" What do you call telling me that there is no dog in the apartment upstairs and that I never purchased wine credits? It's worse than rude. I am out money AND for months the ability to have a peaceful apartment to recover from surgery.

And there's still more about locks that were changed on my storage without my knowledge, locking me out, and refusing to provide any information about it beforehand or asking for reasons afterwards, not restoring access to my unit for 4 or 5 days

Blake managed, or mismanaged, a lot of this, and has avoided discussing it with me or even apologizing for ridiculously gaslighting me about the dog and protecting the neighbors upstairs from my complaints, refusing to listen to what i was hearing any day before noon. I am not sure why this is all happening, but I would like it rectified.

Thanks and I look forward to hearing from you.

SET FIVE

UNANSWERED DEMAND FOR REIMBURSEMENT FROM IVY DEADLING DECEMBER 6, 2024

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

Follow-Up on Outstanding Issues: Referral Rewards and Wine Concession Refund

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Wed, Nov 27, 2024 at 4:50 PM
To: P_The Ivy-ACD <TheIvyACD@highmarkres.com>, P_The Ivy-CD <TheIvyCD@highmarkres.com>

Blake and Katrina,

I hope this message finds you well. I am writing to formally address two unresolved issues that I have not yet received responses to. Both matters have been pending for some time, and I would appreciate your prompt attention and resolution.

1. Referral Rewards for Jason and Sean Frew
Several months ago, I referred tenants Jason and Sean Frew, who moved into the property approximately three months ago. Before September, I was informed that a reward would be provided for making this referral. However, this is the first time I am following up on the matter, and I have yet to receive any referral rewards, whether monetary or through the BILT Rewards program. I kindly request that you review the records of their lease agreement and confirm the referral to ensure I receive the reward to which I am entitled under the program terms.

2. Refund for Unused Funds on the Wine Concession Card
In [2021/2022], I loaded $150 onto the wine concession card for use in the clubhouse. Unfortunately, the wine concession was discontinued in 2023, leaving a significant balance on my card. When I requested a refund for the remaining balance, I was informed that there is no record of the funds I loaded onto the card, which I find unacceptable.

The card I possess clearly includes a balance tracking system (via the embedded SIM card), and I would expect your team to investigate this matter further. Given that I was not notified of the concession's discontinuation or the need to address unused funds proactively, I believe the responsibility lies with property management to resolve this issue.

These two matters have gone unresolved for far too long, despite my repeated attempts to seek resolution. I kindly request an update on both issues no later than Friday December 6. Should you need any further information from me, I am happy to provide it to support your investigation.

Thank you for your attention to these matters. I look forward to your prompt response.

Sincerely,

Daniel J. Feldman, PhD
APT 3303
(307) 699-3223

SET SIX

COMPLAINT AGAINST HIGHMARK AND IVY REQUESTING DECLARATORY JUDGMENT FOR HARASSMENT AND DISCRIMINATION FILED AND WITHDRAWN SAME DAY IN MARCH 2023 WITH AGREEMENT WITH MARY BETH WOODARD FOR MORATORIUM ON FURTHER INSTANCES OF HARASSMENT USING FALSIFIABLE WARNINGS AND EVICTION THREATS

,
Daniel J. Feldman, Ph.D.
13647 Aragon Way Apt 303
Louisville, KY 40245
(307) 699 - 3223
danieljfeldmanphd@gmail.com

PLAINTIFF, PRO SE DANIEL J. FELDMAN, Ph.D.

COMMONWEALTH OF KENTUCKY

DANIEL FELDMAN, Ph.D.., Plaintiff, v. VOC Phase I Owner, LLC; and HIGHMARK RESIDENTIAL, a corporation; and DOES 1-10, inclusive, Defendants.	CIRCUIT COURT FOR JEFFERSON COUNTY Judge: Action Filed: March 3, 2023 DECLARATORY JUDGMENT

To the Honorable Judge of the Circuit Court for Jefferson County

COMES NOW the Plaintiff, Daniel J. Feldman, Ph.D., respectfully moves this Honorable Court for a DECLARATORY JUDGMENT

Plaintiff, Daniel J. Feldman, Ph.D., brings this Complaint for Declaratory Judgment against Defendants, VOC Phase I Owner, LLC, owner of The IVY Apartment Homes, and HIGHMARK RESIDENTIAL, a property management company, and alleges as follows:

PARTIES

1. Plaintiff is a citizen and resident of Jefferson County who resides at 13647 Aragon Way, Unit 3303, Louisville, KY, 40245

2. Defendants are

a) the owner of The IVY Apartments at 3300 Altabrook Drive, Louisville, KY, 40245, which includes the residence of the Plaintiff and

b) a property management company organized under the laws of Texas and operating The IVY in Jefferson County with staff who are physically located on The IVY premises

JURISDICTION AND VENUE

3. This Court has jurisdiction over the subject matter of this action pursuant to KRS § 418.040 and personal jurisdiction over the parties.

4. Venue is proper in Jefferson County pursuant to KRS § 452.420, as the property where Plaintiff resides is located in Jefferson County.

FACTUAL ALLEGATIONS

5. Plaintiff has resided at the property owned by Defendant on or about December 10, 2020, and is currently pursuant to a residential lease agreement executed on November 21, 2022, for the term commencing on February 9, 2023, extending to March 8, 2024 (attached as Exhibit 1)

6. Defendant has made multiple threats of eviction against Plaintiff. These threats include three oral threats, one written threat in email (Exhibit 2), and one written14-day quit notice sent certified mail (Exhibit 3)

7. Plaintiff alleges that these threats of eviction are not breaches of the lease terms and are the result of discriminatory practices due to Plaintiff's identification as gay and constitute harassment and negligent infliction of emotional distress.

8. The threats of eviction have arisen from the following incidents:

a. Defendant claimed that Plaintiff caused a bug problem after Defendant refused to send an exterminator for more than three months. Plaintiff paid for exterminator services every month, but Defendant has stopped paying and was pocketing the monthly fee from all tenants (Exhibit 4)

b. Defendant claimed that Plaintiff violated the maintenance supervisor’s privacy by recording him on Plaintiff's home security camera while he was taking pictures of all of Plaintiff's belongings, including in closed cabinets and drawers, including jewelry, computers, medication, without Plaintiff's consent. (Exhibit 5 video, and Exhibit 6 emails)

c. Defendant threatened eviction because Plaintiff cleaned the kitchen counters, the bin for used coffee grounds, and coffee dispenser overflow with soap from the men's bathroom as no other soap was ever made available, and no staff cleaned them with soap, during the pandemic. (Exhibit 7 emails and Exhibit 8 videos)

d. Defendant threatened eviction because Plaintiff described the nature of the Defendant's allegations as frivolous as they are not breaches of the lease. Plaintiff described such behavior as criminal in certain states with "Karen Laws," applying to anyone of any gender, race, or age, and is a description of exactly this type of behavior, where laws and rules are fabricated and applied to others in a discriminatory manner with serious penalties, such as these exact eviction threats. Defendant threatened eviction on the claim that "Karen" was discriminatory language, and they had a zero-tolerance policy for discriminatory language. (Exhibit 2)

e. Defendant threatened eviction because Plaintiff sent a Facebook friend request to a staff member of the property management company who lives in Plaintiff's building in an attempt to locate him about a dangerous safety hazard on his balcony. (Exhibit 3, Exhibit 9 videos, Exhibit 10 emails and Exhibit 11 the offending Facebook exchange)

9. Plaintiff alleges that these threats of eviction are harassment and discrimination.

CAUSES OF ACTION

Count I: Declaratory Judgment

10. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1-9 of this Complaint.

11. Plaintiff seeks a declaration from this Court that Defendant's factual basis for eviction against Plaintiff are not breaches of the lease agreement.

Count II: Harassment

12. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1-9 of this Complaint.

13. If the Court finds that the Defendant's factual basis for eviction are not breaches of the lease agreement, Plaintiff requests the Court to determine if the threats of eviction constitute harassment.

14. Plaintiff also seeks an award of damages for negligent infliction of emotional distress caused by these threats over the past year, in an amount no less than the amount of Plaintiff's security deposit, six months rent, and reasonable moving expenses in the event a move is forced.

Count III: Restraining Order

15. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1-9 of this Complaint.

16. Plaintiff seeks a restraining order from this Court that prohibits the maintenance supervisor, also known as "Larry" from entering Plaintiff's home at any time in the future due to his unapologetic invasion of Plaintiff's privacy and hostile demeanor. (Exhibit 5)

17. Plaintiff remains concerned that Defendants will continue to falsify evidence or witnesses that would constitute a real breach of the lease agreement, if true, to remove Plaintiff. This was actually witnessed and recorded on Plaintiff's home security cameras as the entire contents of his apartment were photographed without his consent on a search to find ANY REASON at all to remove him from his home. (Exhibit 5) As such, Plaintiff seeks a stay on future forcible detainers for the remainder of this lease in the absence of unfalsifiable evidence of a real breach of the lease agreement or the Plaintiff poses an undeniable imminent threat to the health and safety of others.

PRAYER FOR RELIEF

18. Plaintiff seeks the following relief:

a. A declaratory judgment that Defendant's threats of eviction against Plaintiff are not based on breaches of the lease agreement and are discriminatory and constitute harassment.

b. An order from this Court that Defendant cease any further threats of eviction or retaliation, including a stay on forcible detainers in absence of unfalsifiable evidence that could not have been fabricated by the Defendant of a real breach of the lease agreement or the Plaintiff poses an undeniable imminent threat to the health and safety of others with similar unfalsifiable proof through the remainder of this lease term.

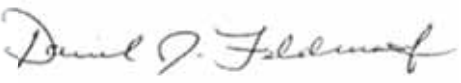
c. An award for negligent infliction of emotional distress caused by Defendant's threats of eviction over the past year in an amount no less than the amount of Plaintiff’s security deposit, six months rent, and reasonable moving expenses in the event a move is forced.

d. A restraining order that prohibits the maintenance supervisor from entering Plaintiff's home at any time in the future due to his unapologetic invasion of Plaintiff's privacy and hostile demeanor.

e. Any other relief that this Court deems just and proper.

WHEREFORE, Plaintiff respectfully requests that this Court grant the relief stated above and award Plaintiff costs, expenses, and attorneys' fees, and any other relief that this Court deems just and proper.

Respectfully submitted,



Daniel J. Feldman, Ph.D.
Plaintiff, pro se

13647 Aragon Way Apt 303
Louisville, KY 40245
Tel: (307) 699-3223

danieljfeldmanphd@gmail.com

Dated: March 3, 2023

EXHIBIT 1
Lease

https://drive.google.com/file/d/1rNy46qFyMSJoPYBNIdMvvBw8GUQGVI_J/view?usp=drivesdk

EXHIBIT 2
Emailed threat of eviction

EXHIBIT 3

14 Day Quit posted on door

EXHIBIT 4
Emails regarding Pest Control

EXHIBIT 5

Video of Larry and Exterminator

https://youtu.be/WyS06aXNPa4

EXHIBIT 6
Emails about Invasion of Privacy

EXHIBIT 7

Emails about the coffee dispenser and kitchen soap

EXHIBIT 8

Videos about the lack of staff maintenance and cleanliness in kitchen

EXHIBIT 9

Videos of safety hazards on balcony

https://youtu.be/HomFGnNNaek

EXHIBIT 10

Emails regading safety hazard on balcony

EXHIBIT 11
Facebook exchange with Alfredo

SET SEVEN

SAMPLE EVICTION NOTICE FOR SENDING A FACEBOOK FRIEND REQUEST TO A STAFF MEMBER

14-DAY LETTER: FIRST NOTICE.

March 2, 2023

Delivery via certified mail

Daniel Feldman
13647 Aragon Way
Unit 3303
Louisville, KY 40245

Dear Daniel,

Please be advised that the management of The Ivy Apartments is aware that you have contacted our employee via Facebook which disturbs or threatens the rights, comfort, and safety of our employee.

Pursuant to KRS 383.660 and KRS 383.560, you are hereby given (14) days notice from the date of this notice to remedy the breach of the rental agreement and the rules and regulations of the apartment community and cease and desist from this disturbance. If the breach is not remedied by the 15th day, the rental agreement shall terminate. If the apartment community continues to receive complaints and your lease terminates, it will be necessary for you to vacate the premises.

Respectfully,

The Ivy Management

EXHIBIT B – EVICTION COMPLAINT FILED WITHOUT NOTICE AGAINST PLAINTIFF IN RETALIATION FOR FILING THIS TRO APPLICATION

Filed 25-C-003961 04/01/2025 David L. Nicholson, Jefferson Circuit Clerk
NOT ORIGINAL DOCUMENT
04/03/2025 09:47:49 AM
BRIONAYOUNG@KYCOURTS.N

AOC-216 Doc. Code: PFD
Rev. 4-23
Page 1 of 1
Commonwealth of Kentucky
Court of Justice www.kycourts.gov
KRS 383.200

FORCIBLE DETAINER COMPLAINT

Case No. 25-C
Court District
County Jefferson
Division Forcible Detainer

Provide Name, Address, and Phone Number for both Plaintiff (Landlord) and Defendant (Tenant)

LANDLORD/PLAINTIFF

Name: Highmark Residential LLC for SREIT Ivy Louisville, L.L.C.
Address: 3300 Altabrook Drive, Louisville, KY 40245 (Street, Including Apt. #) (City, State) (Zip Code)
Phone number: 502-401-1547

VS.

TENANT/DEFENDANT

Name: Daniel Feldman & All Other Occupants
Address: 13647 Aragon Way Unit 3303 a/k/a Unit 303, Louisville, KY 40245 (Street, Including Apt. #) (City, State) (Zip Code)
Phone number: 267-292-7460

Comes the Plaintiff and for his/her complaint states that:

1. On the 12th day of March, 2024, Defendant(s) contracted to lease 13647 Aragon Way Unit 3303 a/k/a Unit 303, located at Louisville, KY 40245 under a ☑ **written** OR ☐ **oral lease** with Plaintiff as lessor;
2. Under the lease terms, **Defendant(s) agreed to pay** $1,248.00 per ☐ day ☐ week ☑ month, payable on the 1st day of each ☐ week ☑ month ☐ year as rent;
3. Defendant(s) has/have breached the lease because of the following: *(check all that apply)*
   ☑ Failure to pay rent for the ☐ day ☐ week ☑ month ☐ year of March 2025 in the amount(s) of $1,248.00 and has/have not paid late fee for the ☐ day ☐ week ☑ month ☐ year of March 2025 in the amounts of $100.00.
   As of March 19th (date), 2025 the total amount of back rent and late fee(s) owed to the Plaintiff from the Defendant(s) is: $1,588.54.
   ☐ Failure to vacate following expiration of lease.
   ☐ Other violation of lease: Non-Payment of rent and late fees for March 2025, plus an outstanding balance of $240.54.
4. Plaintiff gave Defendant(s) written notice to vacate on March 19th, 2025. Defendant(s) has/have not vacated.

WHEREFORE, Plaintiff **alleges** Defendants unlawfully and forcibly detain the premises, **and demands** possession of the premises be delivered to Plaintiff, as well as any and all other relief to which he/she may be entitled. I hereby certify I am the owner/attorney of the above-named property.

Michelle R. Rawn
Landlord/Attorney Signature

502-416-0150 / michelle@rawnlawfirm.com
Phone Number

Michelle R. Rawn, Esq. Rawn Law Firm, PLLC
Landlord/Attorney Name *(Please Print)*

10000 Shelbyville Road Suite 200 Louisville, KY 40223
Landlord/Attorney Address

Subscribed and sworn to before me this 1st day of April, 2025. My commission expires: October 31, 2027.

Signature
KYNP80336 Notary Public
Title

Filed 25-C-003961 04/01/2025 David L. Nicholson, Jefferson Circuit Clerk

Presiding Judge: HON. LISA L. LANGFORD (730072)
PFD : 000001 of 000001

EXHIBIT C – LETTER FROM FELDMAN TO THE IVY REFUSING THEIR "OFFER"

Gmail

Daniel Feldman <danieljfeldmanphd@gmail.com>

LEGAL NOTICE – Rejection of Offer, TRO Filing, and Continued Possession of Apartment 3303 and Storage Units S3 & S4

Daniel J. Feldman, Ph.D. <danieljfeldmanphd@gmail.com> Mon, Mar 31, 2025 at 10:53 AM
To: Michelle Rawn <Michelle@rawnlawfirm.com>, John Benz <John@rawnlawfirm.com>, Jason Whitehouse <jwhitehouse@highmarkres.com>, "Woodard, Mary Beth" <mwoodard@highmarkres.com>, P_The Ivy-CD <TheIvyCD@highmarkres.com>, P_The Ivy-ACD <TheIvyACD@highmarkres.com>, evictions@rawnlawfirm.com, collections@rawnlawfirm.com
Cc: Jo Anne Feldman <jojofeld@bellsouth.net>

SUBJECT: LEGAL NOTICE – Rejection of Offer, TRO Filing, and Continued Possession of Apartment 3303 and Storage Units S3 & S4

March 31, 2025
From: Daniel J. Feldman, Ph.D.
Resident – Apartment 3303
Legal Possessor – Storage Units S3 and S4
The Ivy Apartment Homes

To All Counsel and Management:

This message serves as formal legal notice of the following:

I. TRO FILING AND ATTACHED MATERIALS

I am filing today a **Motion for Temporary Restraining Order (TRO)** in Jefferson County Circuit Court. The TRO seeks to prohibit any interference with my legal possession of:

- **Apartment 3303**, and
- **Storage Units S3 and S4**

Attached to this message and included in the court filing are:

- The full **TRO Motion (March 2025)**
- The full **HUD Complaint** submitted under 42 U.S.C. § 3617
- Formal **Bar Complaints** filed against John R. Benz and Michelle Rawn

The HUD Complaint has been forwarded to the following agencies:

- Complaint submitted to the **Kentucky Attorney General's Consumer Protection Division**
- Notification to the **Fairness Campaign** (LGBTQ+ Civil Rights & Housing Justice)

Summaries of these complaints, absent personally identifiable information, are being shared across multiple social media sites to warn potential tenants of the baseless discriminatory and harassing environment of the community management and owners. Specific complaints made against the Rawn firm and the misconduct of Mr. Benz and Ms. Rawn are being posted on lawyer review websites.

Please note that this response accompanies the immediate filing of my Motion for Temporary Restraining Order with Jefferson County Circuit Court.

All supporting documents for the ex parte motion — including declarations, memorandum of points and authorities, and exhibits — will be served **under separate cover** and filed with the court as part of the complete evidentiary record.

II. April 8 Surrender Date is Rescinded – I Will Not Vacate

I have formally rescinded my February 4 move-out notice. This rescission is now part of the official court record.

- I **retain legal possession** of Apartment 3303 and both storage units.
- I **will not vacate** on April 8, 2025.
- Any entry, lockout, or removal of my property will constitute **trespass**, **conversion**, **retaliation**, and **potential contempt of court**.

III. Your "Offer" is Legally Deficient and Rejected in Full

The March 28 "offer" from Ms. Rawn is rejected because it:

- Provides **no option to pay rent**
- Offers **no alternative remedy or payment plan**
- Demands a **complete waiver of all legal rights and pending claims**
- **Fails to acknowledge or offset** the $4,360+ in documented reimbursement claims
- Contains **no good-faith language, acknowledgement, or legal validity**

This is not negotiation — it is a **continued obstruction tactic** and a baited trap to falsely claim non-payment and pursue unlawful possession.

IV. Legal Authority Supporting My Position

I am proceeding under:

- **KRS § 383.695(2)** – Landlord cannot claim holdover where valid notice was ignored
- **KRS § 383.705** – Retaliation and coercive action are prohibited
- **KRS § 383.615** – Requires landlords to process notices in good faith
- **KRS § 344.040 / § 344.280** – Disability and retaliation protections
- **42 U.S.C. § 3617 / § 3613(c)** – Fair Housing Act retaliation and treble damages
- **Setoff Doctrine (Contract Law)** – Permits rent withholding where landlord owes a financial debt
- **ADA** – Disability discrimination and failure to accommodate

Precedent cases supporting my position include:

- *Foster v. West Plaza*, 371 S.W.3d 908 (Ky. App. 2012)
- *Bloch v. Frischholz*, 587 F.3d 771 (7th Cir. 2009)
- *Turley v. ISG Lackawanna*, 774 F.3d 140 (2d Cir. 2014)
- *Tenenbaum v. Williams*, 880 F. Supp. 2d 162 (D. Conn. 2012)
- *Reste Realty Corp. v. Cooper*, 251 A.2d 268 (N.J. 1969)
- *Brown v. Southall Realty Co.*, 237 A.2d 834 (D.C. Ct. App. 1968)

V. Final Position

I intend to remain in possession of **Apartment 3303 and Storage Units S3 and S4**, **month-to-month**, as permitted under Kentucky law, and pursuant to the Ivy's failure to process my February 4 notice.

No rent or penalties may lawfully be demanded unless and until:

- Defendants provide a valid written accounting and method of payment;
- Apply setoff against the documented $4,360+ in unreimbursed tenant claims;
- Cease all retaliation, coercion, and obstruction of communication.

Until these conditions are met, and in light of the violations of **KRS §§ 383.695(2), 383.705, and 383.615**, I assert that:

- **Any attempt to enforce rent without compliance is unlawful**,
- **My possession remains lawful**, and
- **I am not financially liable for any claimed balance** arising from the Defendants' own failure to perform.

I will not surrender possession, rights, or remedies under coercion. This matter is now before the court.

Sincerely,
Daniel J. Feldman, Ph.D.
danieljfeldmanphd@gmail.com
+1 (307) 699-3223
Plaintiff, Pro Se

On Fri, Mar 28, 2025 at 2:07 PM Michelle Rawn <Michelle@rawnlawfirm.com> wrote:

> Dr. Feldman,
>
> Our clients, Highmark Residential LLC for SREIT Ivy Louisville, L.L.C., has authorized me to make the following offer:
>
> Your lease for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, will terminate effective 11:59 pm (EST) on April 8, 2025;
>
> You will remove all of your belongings and return the keys for the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, on or before 11:59 pm (EST) on April 8, 2025;
>
> You will leave all keys, key fobs (if applicable), mail box keys, etc. in the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, and lock the door as you leave;
>
> Our clients will inspect the leased premises located at 13647 Aragon Way, Unit 3303, Louisville, KY 40245, between 9:00 and 10:00 am (EST) on April 9, 2025, to confirm compliance with this agreement;
>
> Our client will agree to remove any charges from your account as long as you have fully vacated and surrendered the keys on or before 11:59 pm (EST) on April 8, 2025, leaving you with a $0.00 balance owed;
>
> Neither party is acknowledging any default or claim of any kind;
>
> All parties will sign a full and complete release and satisfaction of any and all claims, known or unknown, that any party may have against the other;
>
> This agreement will be confidential and all parties agree not to disclose any information about the other parties; and
>
> Dr. Feldman will withdraw, rescind or dismiss any complaints or claims filed against any party affiliated with The Ivy, including but not limited to any owner, agent, employee or contractor, of Highmark Residential LLC; any owner, agent, employee or contractor of SREIT Ivy Louisville, L.L.C., any owner, agent, employee or contractor of Rawn Law Firm, PLLC.
>
> This offer shall remain open until 4:00 pm, EST, on Monday, March 31. 2025. Thank you.

Michelle R. Rawn, Esq.

Rawn Law Firm, PLLC

10000 Shelbyville Road, Suite 200

Louisville, KY 40223

Phone: 502-416-0150

Cell: 502-639-9396

Fax: 502-276-0607

Email: Michelle@rawnlawfirm.com

The information transmitted in this email is intended only for the person or entity to which it is addressed and may contain CONFIDENTIAL material or information. If you receive this in error, please contact the sender and delete or destroy the communication and any attachments or information.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. IF THIS AN AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

---

3 attachments

- **John Benz and Michelle Rawn KYBar Complaints Feldman Mar2025.pdf**
  597K
- **HUD Complaint Feldman IVY March 2025.pdf**
  4752K
- **20250331 TRO Ex Parte Request Feldman v IVY Highmark RawnLaw.pdf**
  110K

FIRST-CLASS

US POSTAGE PITNEY BOWES

ZIP 40202
02 7R
$ 000.69⁰
0008030723 MAY 14 2025

402 NFE 1 223F0006/12/25
NOTIFY SENDER OF NEW ADDRESS
FELDMAN
8809 DENINGTON DR
LOUISVILLE KY 40222-5810

40222>5(

40245$6547 RiiB

Entered 25-C-003961 05/13/2025 David L. Nicholson, Jefferson Circuit Clerk

AOC-217 Doc. Code: JPF
Rev. 4-23
Page 1 of 1

Commonwealth of Kentucky
Court of Justice www.kycourts.gov

KRS 383.240

FORCIBLE DETAINER JUDGMENT

Case No. 25-C
Court District
County Jefferson
Division Forcible Detainer

Highmark Residential LLC for SREIT Ivy Louisville, L.L.C. PLAINTIFF

VS.

Daniel Feldman & All Other Occupants DEFENDANT(S)

This cause coming on for hearing and all parties being properly before the Court. The Court, having heard evidence and argument, and the Court being otherwise sufficiently advised. IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

That the Defendant(s) are guilty of forcible detainer as charged and that the Plaintiff have restitution of the premises located in Jefferson county at:

13647 Aragon Way Unit 3303 a/k/a Unit 303, Louisville, KY 40245

Defendant(s) are ordered to vacate said property within seven days of the entry of this Judgment.

The Court further awards to the Plaintiff costs of this action.

If a Forcible Detainer Settlement Agreement (AOC-218) has been executed and filed of record by the parties, said terms are hereby incorporated herein and all parties shall comply with same.

EITHER PARTY MAY FILE AN APPEAL WITHIN SEVEN DAYS OF THE ENTRY OF THIS JUDGMENT.

Date: _____, 2_____.

/s/ JUDGE LISA L. LANGFORD
electronically signed
5/13/2025 10:24:27 AM ET

Judge

Tendered By Michelle R. Rawn

Michelle R. Rawn, Esq. Rawn Law Firm, PLLC
10000 Shelbyville Road Suite 200 Louisville, KY 40223
502-416-0150 / michelle@rawnlawfirm.com

Distribution: File
Plaintiff
Defendant

Entered 25-C-003961 05/13/2025 David L. Nicholson, Jefferson Circuit Clerk

Package : 000002 of 000002

David L. Nicholson, Jefferson Circuit Clerk
600 West Jefferson Street
Louisville, KY 40202-4731
Case Number: 25-C-003961

FELDMAN, DANIEL
13647 ARAGON WAY UNIT 3303
A/K/A UNIT 303
LOUISVILLE, KY 40245

Package : 000001 of 000002

KCOJ eFiling Cover Sheet

Case Number: 25-C-003961

Envelope Number: 10589493

Service by: First Class Mail

Service Fee: $ 0.00

Postage Fee: $0.00

The attached documents were generated via the Kentucky Court of Justice eFiling system. For more information on eFiling, go to http://courts.ky.gov/efiling.

Package : 000001 of 000002

Generated: 5/13/2025 10:40:26 AM

call to May 19 sheriff, deanna, refusing calls

00:00 Daniel
Um, I'm calling to, um, my name is Daniel Feldman. I'm calling to confirm whether any Jefferson County deputies have been dispatched to my address at 13647 Aragon Way.

00:12 911 Sheriff
Okay, hang on a second. When was it?

00:18 Daniel
1-3-6-4-7, Aragon Way, and that's apartment 303.

00:26 911 Sheriff
The sheriff's office has been there or is currently there?

00:30 Daniel
I was wanting to know if any deputies have been dispatched. I mean, this has been all removed to federal case, and any state court enforcement, including eviction, has been barred. But the thing is, I've written the sheriff's office every day. My mother, who's on the phone with me, has been there in person at the sheriff's office, and he says he's going to continue with it anyway, even though the eviction order has been voided. And so I've asked several times. I've gotten the U.S. Marshal's office involved. And so we don't know.

01:01 Daniel
I mean, I've requested their receipt of the information from federal court. There have been notices on the door. The landlord forced an eviction without the sheriff being there yesterday. They removed the doorknobs and locks from my doors. So they did that without the sheriff being there a day ahead of the eviction date. I've had to have the point.

01:19 Deanna
Can we take you down to the evictions department?

01:22 Daniel
Oh, I thought I was.

01:23 Deanna
I thought I was!

01:24 Daniel
I thought I was at the evictions department. I'm sorry.

01:28 Deanna
No, you've got the 911 center right now.

01:30 Daniel
Oh, well, they transferred me to you.

01:33 Deanna
Okay, let me get you down to the evictions department. I don't see anybody out at your address right now, okay?

01:37 911 Sheriff
Sure, thank you.

02:02 911 Sheriff
Oh no.

02:02 Daniel
Oh, no.

02:04 911 Sheriff
Press P if you are paying. Press G to see if you are eviction court. Okay Anna, eviction coordinator is not available to take your call. Please leave a message after the tone. Your call is now keyed to end recording.

02:41 Daniel
Hi Deanna, this is Daniel Feldman. My mother and I have been in contact with you since last week regarding the eviction that's scheduled for this morning at 13647 Aragon Way at my apartment. Now, as you know, that case has been removed to federal court and any eviction

03:01 Daniel
or any court enforcement is barred under 28 U.S.C. 1446D. And we are still waiting for Judge Stivers to either decide that that eviction is a permanent stay or if he's remanding it back to the state court. He has not decided. My landlord decided to evict me despite waiting for the sheriff. They removed the locks on my doors. They removed the signage on my doors that says that this is under federal eviction and that the signage, even the removing of the signage, criminal offense. So they removed the signs now twice from the doors at the storage units and they've removed all my locks. They did the eviction without the sheriff waiting for the sheriff today. They did this yesterday. I have a police report. The police have been there even in the middle of the night trying to secure my belongings from the landlord. The landlord is

04:03 Daniel
required to fix any broken locks. I'm still in possession of the property. And they have ignored all calls to do that. They have decided to proceed without. So the sheriff's office, if they go out today and try to do this, they will be in violation of federal law. They'll also be in violation of state law considering that I've already been constructively evicted by the landlord. They didn't wait for the sheriff. And I filed three emergency motions for a restraining order. They have aided and abetted one of the residents who's now looted and thefted me from the apartment three different times. He's been over there again. And so I actually have a, in federal court, an order to show cause for criminal contempt and violation of the I.B. because they've been in my apartment and they've been stealing things. So, and that they removed all the locks on the doors yesterday. I need immediate confirmation. I have emailed your team every day. My mother's gone over there in her walker and no one can

05:06 Daniel
confirm for me if they are even going over there. And I have just onelection for the sheriff's office. I'm not going to be here today to execute an order. This has created a conflict between state law and federal law and is creating a conflict simply because your office will not notify me of their intended actions. I've notified the U. S. Marshal's office. Please call me back immediately. This is an ongoing emergency. It's an ongoing crime scene. Since it was broken in. and it's um

05:43 911 Sheriff
Confirmation. To send your message, press 3 or hang up. To delete your current message and record a new one, press 1. To listen to your message, press 2. To mark your message as urgent, press 6. To mark your message as confidential, press 7.

06:01 911 Sheriff
Your message is now marked as urgent. To send your message, press 3 or hang up. To delete your current message, your message will be sent. To access the voice portal, press the star 3. To delete your message, press the star 3.

06:25 Daniel
So there it is. I left the message for the court clerk, and that's Deanna, the one who shut me down and has hung up the phone on me. That was her. She's not answering, obviously.

00:02 Daniel
Here's a video call of my call to the IV. Let's pull up the script here too.

00:32 Daniel
Calling 502-907-1738.

00:46 ivy bot 1
Thank you for calling. This call may be recorded for training purposes. Please hold and someone will be right with you.

00:56 ivy bot 2
We're glad you called the IV. If this is a life-threatening emergency or fire, please hang up and dial 911. This call may be recorded for quality assurance and training purposes.

01:08 ivy bot 3
If you are interested in learning more about renting one of our beautiful homes, please press 1.

01:14 ivy bot 3
If you are a vendor or have a general question for the office staff, please press 2.

01:20 ivy bot 3
If you are a resident and need to place a routine maintenance request, please press 3.

01:26 ivy bot 3
If you are a resident and need to initiate an after-hours emergency service request, qualifying maintenance emergencies include HVAC system malfunctions,

01:38 ivy bot 3
when the ambient inside temperature is below 60 degrees or above 80 degrees, a refrigerator out of service, a broken or frozen water line,

01:49 ivy bot 3
a clogged toilet in apartments with only one bathroom, a security threat such as a broken window, door frame or door lock, a beeping smoke or carbon monoxide detector.

02:03 ivy bot 3
only if it continues to sound after you have replaced the battery, a gas leak, or other problem that poses a threat to a person or our property.

02:14 ivy bot 3
Please press 4.

02:23 Ivy bot 4
We're glad you called the IV.

02:43 Ivy bot 4
If this is a life-threatening emergency or fire, please hang up and dial 911.

02:49 Ivy bot 4
This call may be recorded for quality assurance and training purposes.

02:54 ivy bot 3
If you are interested in learning more about renting one of our beautiful homes, please press 1.

03:01 ivy bot 3
If you are a vendor or have a general question for the office staff, please press 2.

03:07 ivy bot 1
If you are, please enter your 10-digit phone number.

03:25 ivy bot 1
Please enter your...

03:27 ivy bot 1
Please enter your 10-digit phone number followed by the pound sign.

03:57 ivy bot 1
Press 1 to accept, press 2 to re-enter.

04:02 ivy bot 1
After the tone, please leave your name, phone number, address with apartment number and the details of your maintenance emergency.

04:10 ivy bot 1
When finished, please hang up and your message will be routed to our maintenance team.

04:15 Daniel
So, hello, this is Daniel Feldman. I'm a resident of 3303 at the Ivy Apartment Homes in Louisville, Kentucky at 13647 Aragon Way.

04:27 Daniel
So it's apartment 3303, and I'm having a problem. I'm currently abroad, and there's been an urgent maintenance issue.

04:36 Daniel
The police have been called. The police have a report number, because right now the locks and the door handles on my storage unit doors have been forcibly removed, and the doors are unsecured.

04:51 Daniel
They've been crowbarred open. This is a significant security risk to my property, and as per the lease agreement, this situation qualifies as an emergency requiring immediate attention.

05:02 Daniel
I'm requesting that emergency maintenance be dispatched promptly.

05:05 Daniel
I'm requesting that emergency maintenance be dispatched promptly.

05:36 Daniel
Any kind of delay in securing these doors will constitute a constructive eviction, and the Ivy will be held accountable for that.

05:50 Daniel
So it needs to be followed up on tonight immediately. It is now 2.40 a.m.

06:04 Ivy bot 4
Thank you.

06:18 Daniel

So that phone call was logged at 2.35 a.m. and it lasted for 5 minutes and 20 seconds on Wednesday, May 21st.

00:05
Danny, sorry I missed your call.

00:07
Please leave me a message, and I'll get back with you as soon as possible.

00:12
At the tone, please record your message.

00:15
When you have finished recording, you may hang up or press 1 for more options.

00:20
Sergeant Perry, this is Daniel Feldman.

00:22
I'm calling you under duress from another country

00:24
where I have been denied due process.

00:28
And the eviction order that you sent me this morning is void.

00:32
It's not valid.

00:34
And it's part of a hate crime.

00:36
I can't believe for a second that the sheriffs aren't more concerned

00:39
that I had had Metro Blue Line off-duty LNPD officers on route

00:45
to guard my belongings from where my doorknobs have been hammered off

00:51
a day in advance of the sheriff's writ of possession,

00:54
making it a self-help eviction.

00:55
And that doesn't even disqualify it in your eyes.

00:59
And despite that, that they called a false 911 call.

01:05
I notified them that it was LNPD officers there on route to guard my things.

01:10
She called a 911 false call,

01:12
knowing that there was no threat of violence whatsoever,

01:14
that the only people there were off-duty LNPD officers,

01:18
and that she calls another LNPD officer in

01:21
to confront other LNPD officers without telling them.

01:26
She pitted LNPD officer on LNPD officer

01:29
with a false 911 call that was supported by her lawyer.

01:35
The same lawyer, she works for a company,

01:38
the residential company,

01:40
is in a federal RICO case with the terrorist,

01:44
for crossing right next door to it,

01:46
for price-fixing of rents,

01:48
and for charging and discriminating against disabled people.

01:52
They are in federal cases about that.

01:55
They have an F rating and over 120 complaints about the exact same thing.

01:59
I have tried to pay my rent.

02:00
They blocked my ability to pay my rent,

02:03
and then said I didn't pay.

02:05
My mother had gone over there while my rent was still being paid,

02:09
and they wouldn't accept anything from her.

02:12
They actually trespassed my mother now twice,

02:14
and once in the middle of they sent an armed officer to my 81-year-old mother

02:18
and on other LNPD officers.

02:23
That is an arrestable offense by a lot,

02:27
especially when you're calling on other LNPD officers.

02:31
You make a false 911 call on other LNPD officers,

02:34
and she also said,

02:35
oh, the sheriff is going to be here within 30 minutes.

02:37
So she had armed people.

02:40
She knew the sheriff was coming.

02:41
They were armed.

02:42
She called another LNPD officer.

02:44
Officer Padgett, and he was going to be there,

02:47
and then I had two officers en route from Metro Blue Line off duty.

02:51
She is pitting police officer on police officer,

02:54
and no one is going to arrest them for that.

02:58
And instead, they're going to carry out an unlawful eviction and take my things.

03:04
Even knowing it's a self-help eviction.

03:07
What is the point of having self-help laws

03:09
if the sheriff isn't going to abide by them?

03:13
I don't know of any laws.

03:14
I don't know of any laws that you're abiding by,

03:16
by continuing to execute this order.

03:18
It was voided.

03:19
It was in federal court.

03:21
And even if Judge Stivers remanded it back to the state court,

03:25
it doesn't unvoid the order.

03:27
And she has to make a new eviction order,

03:29
which she has not done.

03:31
So if your team goes in today,

03:35
you'll be violating the law.

03:37
You'll be executing an unlawful eviction

03:39
as part of a three-year hate crime pattern,

03:41
which means

03:44
at least a year in prison,

03:47
mandatory prison time,

03:49
with no opportunity for parole.

03:52
And that will be,

03:54
I've requested the D.C. court

03:56
to refer your office if they proceed today.

04:00
If I am found right,

04:01
that everything I've said is correct,

04:04
which it is,

04:06
then you and your men will be at risk.

04:10
I'm not saying that as a threat.

04:11
I'm saying that for your concern.

04:12
I don't want you to go to jail.

04:13
I don't want you to be involved in this.

04:16
But you cannot carry out this unlawful eviction.

04:19
The judge has to make a new order.

04:21
the maximum time permitted for recording your message if you are satisfied with your message

04:26
press one to listen to your message to send your message with normal delivery press one to send

04:32
your message with urgent delivery press two thank you your message has been sent goodbye

05:56
5, 0, 2, 6, 3, 9, 5, 7, 8, 6 is not available.

06:04
At the tone, please record your message.

06:06
When you have finished recording, you may hang up or press 1 for more options.

06:12
Hi there. My name is Daniel Feldman. I spoke to you a week ago when there were officers at my home that needed officers to guard my belongings before an eviction.

06:23
When the landlord took into their own hands, they took off the doors and exposed all my stuff.

06:29
They refused to replace the doors. They refused to replace the locks.

06:33
And so I called someone to guard them.

06:36
And I was on the phone with you when a funny thing happened.

06:40
I had notified the apartment unit. I said, you know, look, since you won't repair the locks, I have to hire off-duty security.

06:50
I have contacted Metro Blue Line Services, and they are sending officers en route.

06:56
And at that time, I was talking to you, and you were finding officers for me to be there.

07:03
What they did next was completely unconscionable.

07:06
They called 911 and said that I was armed.

07:09
They did not tell.

07:10
They called them those Metro Blue Line officers.

07:13
They called Officer Patchett in of LNPD to confront whoever was armed in my unit, meaning your officers had they been there.

07:22
They called LNPD and they made a false 911 call of violence.

07:26
Instead, because your officers said you're not going to find an officer to go,

07:31
they grabbed my 81-year-old mother on a walker with COPD and my other friend there who is 70 years old.

07:38
And they grabbed them and forcibly trespassed.

07:40
And ejected them from the property.

07:41
And it is unconscionable to me that these people are still able to, they are evicting me today, unlawfully.

07:52
They made a false 911 call endangering your officers had they been there and endangering another LNPD officer.

08:01
I need your help.

08:02
I've referred this for criminal referral for a false 911 call.

08:06
These people are evicting me and removing all my belongings from my home.

08:10
home right now today and this is how the United States works today I guess you

08:18
can just have all of your things removed unlawfully and you can have false 9-1-1

08:24
calls of officers on officers and you can get away with it so I am I don't

08:34
know what else to do I just need your help I need a statement from you that

08:37
you had your officers on your way there and that yeah that you were concerned

08:44
about a false 9-1-1 call that was made on them we can send you the email I sent

08:47
to them so I had off-duty officers in group and they called another officer to

08:55
intervene without telling them they're off-duty OMP officers they just said

09:00
someone was armed and then they grabbed my mother my senior citizen friend and

09:07
that I you can reach me back at this number please call me thank you

09:31
Thank you.

09:49
Okay, what am I going to do now?

09:51
So next, call the marshal's office.

10:15
Thank you.

10:45
Thank you.

11:15
Thank you.

11:45
Thank you.

12:15
Thank you.

12:45
Thank you.

13:15
Thank you.

13:45
Thank you.

14:15
Thank you.

14:45
Thank you.

15:15
Thank you.

15:45
Thank you.

16:15
Thank you.

16:45
Thank you.

17:15
Thank you.

17:45
Thank you.

18:15
Thank you.

18:45
Thank you.

18:47
Thank you.

19:03
Thank you.

19:09
Thank you.

19:15
Oh, yeah.

00:02 Speaker 3
and they made a false 9-1-1 call of violence. What you're doing is illegal.

00:13 Speaker 3
Yes, can you hear me, officer? Yes, this is an illegal eviction on the...

00:48 Speaker 2
This is a self-help addiction that was initiated by the IV of ego.

00:53 Speaker 2
It invalidates and disqualifies any hope from the share of profit.

01:02 Speaker 2
This was a self-help eviction.

01:24 Speaker 3
and you and mom are implicit

01:32 Speaker 3
as of today i no longer want to be contacted

01:54 Speaker 3
you

02:24 Speaker 3
you

02:54 Speaker 3
you

03:24 Speaker 3
you

03:42 Speaker 3
this way and yes hi this is the only way i can supervise the

03:48 Speaker 3
move is because the uh because they call a

03:51 Speaker 3
false number on one call um and they

03:54 Speaker 3
they call a false number on one call um and they also this is a self-help eviction

03:56 Speaker 3
also this is a self-help eviction they they locked

03:57 Speaker 3
they they locked they took the rocks off of my doors last

04:00 Speaker 3
they took the rocks off of my doors last week and so anything you do today is

04:02 Speaker 3
week and so anything you do today is is um i've referred for criminal um

04:07 Speaker 3
is um i've referred for criminal um a criminal referral and

04:08 Speaker 3
a criminal referral and this report

04:15 Speaker 3
can you acknowledge if you've heard me

04:24 Speaker 2
We are not paying any attention to you, no.

04:34 Speaker 1
Well did you hear me or not? that's where they just disconnected the camera