



Indigo <skyoptic6@gmail.com>

Utility Fees & Small Claims

skybox <skyoptic6@gmail.com>

Wed, Nov 15, 2023 at 9:16 AM

To: Michael Huarte <michaelhuarte@gmail.com>

Mr. Huarte

Yesterday I filed a motion with the court for a default judgement in my favor. You missed your deadline to provide the court with evidence of a satisfactory settlement. For this, the amount I'm asking is just one month's rent and the original added costs, \$587. You didn't send the checks, either. I have chosen to forego also asking for a prevailing party fee which can be great, though I am entitled to additional money for your lack of cooperation. I am also requesting that the court order you to provide an internet address that anyone can use for the actual facility water bills, not 'enhanced versions' for individual requests only after it becomes a lawsuit. This is a problem that affects everyone who lives here. I intend to file a separate case for the overcharges in the fees once I have determined the amount owed - this is pending release of the facility water bills, which perhaps can be requested from the city if you continue to refuse your obligations under the law. As per the law I cited, management is not allowed to charge more than an additional 10% of individual charges from the city, but if you note my last bill had a \$35 fee attached to a \$5 bill for services. I paid it to avoid eviction for nonpayment of a bill, but I consider it fraud and I'm writing this to remind you of my intent to file a second small claims case. Barring a satisfactory out of court settlement that would have to include a remedy for all of the residents here along with all of the information I've requested, I will be asking for twice the amounts overcharged for the years 2022 and 2023, plus court costs, the standard fees, and any prevailing party fees if applicable. This amount will be much larger than one month's rent this time. You may consider my email dated 10/25 to be a legal letter of intent for this case. My complaints about overcharges go back at least as far as my email dated 09/10/21, though I believe civil court limits me to two years in damages. If you reread that email, you may recall this is also about the quality of the water and to this day I believe that may have led to Barbara's death. Please get your business in order, because you are subjecting numerous people to toxic conditions, many of whom have preexisting conditions which doesn't make it okay just because indigent people can't defend themselves legally and you're able to keep wriggling out of things. Treating the pipes instead of replacing them is not the right thing to do. As well, your manager and his family are obligated to treat all of us with respect, not just those he deems worthy - and if he won't, you're obligated to fire him or you take on the liability for his choices. Remember, I am accusing management of identity theft and fraud, besides violations of privacy and the sheer refusal to communicate, mediate, or provide information, not just withholding the facility water bills. Go ahead and send the \$587, and I look forward to seeing the water bills Highland View gets from the City of Corvallis when you put them on a web page for all of us. And if with respect, I will entertain any offers you may have pending further legal action.

Indigo Michaud

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