



Eric B Jones <eric@recovery-compass.org>

SCE Bill

3 messages

Gary Kearney <gwkearney@outlook.com> Wed, Jan 14, 2026 at 4:02 PM
To: Eric Jones <brakebill@gmail.com>, Eric B Jones <eric@recovery-compass.org>

Gary W. Kearney,

539 Catalpa Road

Arcadia, California 91007

626-688-7656

Email: gwkearney@outlook.com

SCE 011426.pdf
632K

Eric B Jones <eric@recovery-compass.org>
To: Gary Kearney <gwkearney@outlook.com>
Cc: Eric Jones <brakebill@gmail.com>

Fri, Jan 16, 2026 at 8:00 AM

Mr. Kearney,

I am in receipt of your January 9 email threatening eviction based on the demonstrably false premise of a "busy signal," and your January 15 email demanding payment for an SCE bill you have refused to transfer for 912 days.

Your actions have compelled a forensic audit of this tenancy. The results indicate that this lease is void ab initio and you are currently holding significant liabilities well in excess of any rent you claim is owed.

Attached is a COURTESY COPY of the Verified Cross-Complaint I have prepared for filing. It details the following causes of action:

1. RENT DISGORGEMENT (VOID LEASE): The unit at 5634 Noel Drive is an unpermitted "Ghost Unit" due to illegal parking density (TCMC 9-1E-2, confirmed by site measurement <8ft). Under Espinoza v. Calva and Carter v. Cohen, you are liable

for the disgorgement of all rent collected (~\$75,000.00).

2. STATUTORY UTILITY PENALTIES (\$91,200.00): Your 912-day refusal to authorize the "Transfer of Service" (TOS) constitutes "indirect interruption" under Civil Code § 789.3. As an attorney and Judge Pro Tem, you are a sophisticated party; the Hale v. Morgan defense limitation does not apply to you.

3. PROFESSIONAL MISCONDUCT (RULE 3.3): Your January 9 claim that my phone was "busy" is objectively false. Carrier logs confirm zero incoming calls. Fabricating a procedural excuse to expedite an eviction is a violation of Rule 3.3 (Candor to the Tribunal) and Code of Judicial Ethics Canon 2B. This evidence is preserved for the Commission on Judicial Performance.

TOTAL CIVIL EXPOSURE: >\$192,200.00

THE SETTLEMENT OFFER (RULE 408)

I have no desire to damage your professional standing or trigger a Code Enforcement "Red Tag" on your property. I am prepared to offer a global release of all claims, including a waiver of the State Bar report, on the following terms:

1. PAYMENT: You will pay \$115,000.00 (approx. 60% of verified exposure) via Wire Transfer within 5 business days.

2. POSSESSION: I will vacate the premises and surrender keys within 30 days of receipt of funds.

3. WAIVER: You will waive all claims for back rent (Dec/Jan/Feb) and utility reimbursement.

4. CONFIDENTIALITY: We will execute a Mutual General Release with a non-disparagement clause, ensuring the "Ghost Unit" status remains private.

This offer represents a significant discount on your liability exposure. I await your signal by [Date + 48 Hours] regarding whether you wish to litigate or settle.

Govern yourself accordingly.

Eric B. Jones
Petitioner in Pro Per
(626) 348-3019
[Quoted text hidden]

 DRAFT_VERIFIED_CROSS_COMPLAINT_JONES_V_KEARNEY_JAN_16_2026.pdf
64K

To: Gary Kearney <gwkearney@outlook.com>
Cc: Eric Jones <brakebill@gmail.com>

Mr. Kearney,

I am writing to clarify the terms of the settlement offer sent earlier today (8:00 AM). To be absolutely clear: My demand for \$115,000.00 is based SOLELY on the civil damages owed to me for Rent Disgorgement (Void Lease), Statutory Utility Penalties (Civil Code 789.3), and Relocation Assistance.

Any reference to the State Bar, the Commission on Judicial Performance (CJP), or Rule 3.3 violations in my previous correspondence was intended to highlight the factual basis of the fraud allegations in the proposed Cross-Complaint. It was NOT a suggestion that my obligation to report professional misconduct is negotiable or for sale.

I understand that under California law, ethical violations may be subject to mandatory reporting regardless of any civil settlement. Therefore, the "Waiver of Claims" proposed in my settlement offer refers strictly to CIVIL liability and monetary claims, not to any administrative or disciplinary responsibilities required by law.

My offer stands: I will accept \$115,000.00 to resolve the civil dispute regarding the tenancy and possession of 5634 Noel Drive. Upon receipt, I will vacate the premises and dismiss the civil claims.

Govern yourself accordingly.

Eric B. Jones

[Quoted text hidden]