



WYRSCH HOBBS MIRAKIAN P.C.

ATTORNEYS AT LAW

Shareholders
James R. Wyrsh
Stephen G. Mirakian*
James R. Hobbs
Marilyn B. Keller*
David Bell*

One Kansas City Place
1200 Main St., Suite 2110
Kansas City, MO 64105
816-221-0080 Fax: 816-221-3280

Paralegals
Darlene Wyrsh
Dru Colhour

Associates
Sheena A. Foye*

Sender's email: smirakian@whmlaw.net

*Also Admitted in Kansas

April 25, 2019

Anderson Alcock
Anderson.alcock@kshb.com

RE: Metcalf 79 (Formerly Park Apartments)

Andy:

I wanted to get back to you with an update on behalf of my client regarding alleged concerns you are looking into. Notably, many of the allegations are by a small number of former tenants, a disgruntled former employee (Marcus) and/or Ms. Teegarden who, by her own admission, has a long history of mental illness, drug abuse and felony convictions.

Subject to further inquiry by my client and any additional information you provide, I have set out below several salient points that are pertinent to a full and fair understanding of the situation; and largely contradict or refute the allegations.

1. **Allegations by Ms. Teegarden:** I have previously informed you of Ms. Teegarden's substantial animus, emotional instability and lack of credibility. Suffice it to say, Ms. Teegarden and several of her cohorts, including Ms. Abraham, have a history of making false reports and allegations pertaining to my client. Not only have Ms. Teegarden and Ms. Abraham made unsubstantiated and, in some cases, patently false claims with the EEOC and the Department of Labor, which have been rejected as unsubstantiated but, further, they have filed lawsuits in the Johnson County District Court which have been rejected as unfounded and they are currently pursuing lawsuits in Federal Court on claims of employment discrimination under allegations that either have already been rejected by the Courts or which appear to be wholly unsubstantiated. Despite these facts, Ms. Teegarden and Ms. Abraham have attempted to use their previous unwarranted filings and their present claims to try to coerce my client to compensate them.

The photographs Ms. Teegarden provided to you were not taken at Metcalf 79 and, in fact, some if not all of the photographs, reflect water damage and structural damage at another complex which, as Ms. Teegarden well knows, resulted from deficiencies and defects in work by a roofing contractor for which my client sued to obtain compensation for the very significant damage to the property that my client was required to and did, in fact, repair. What Ms. Teegarden failed to tell you is that after the property was sold more than a year ago,

Ms. Teegarden, who was only an independent contractor property manager, wrongfully and without any justification demanded a “commission” for the sale. The claim for the unpaid commission is part of Ms. Teegarden’s unjustified, unwarranted and wholly unproven allegations in the Federal lawsuit and is a claim that will be rejected by the Court. In her Federal lawsuit and her unsubstantiated claim with the Department of Labor, Ms. Teegarden acknowledged that in years 2016, 2017 and early 2018, when her relationship with my client ended due to her substantial job malfeasance and insubordination, Ms. Teegarden didn’t even work at Metcalf 79 and was rarely there. Likewise, Ms. Abraham only worked at 79 Metcalf for a very short period of time.

Suffice it to say, the allegations by Ms. Teegarden and Ms. Abraham are not credible and should not be included in any story you might publish.

2. **Allegations by Former Tenant “Samantha”:** This situation resulted from substandard workmanship by one of Park’s flooring contractors in the apartment above Samantha’s apartment. When Samantha reported the problem in her apartment, which has been entirely corrected, as has the condition in the apartment above, my client promptly apologized to her and offered to relocate her to another unit or, if she chose, to make full refund to her if she wanted to move. Samantha chose to move and accepted full refund and acknowledged that she was fully satisfied with the manner in which her situation was handled. My client is not aware of any unresolved complaint by Samantha. If you have photos of the renovations to her apartment, please let me know.

3. **Complaint Regarding Unit 707 (ceiling damage):** The allegations with regard to the ceiling leak in Unit 707 are misleading in the extreme. While it is true that, due to a roof leak that resulted from a clogged scupper, water leaked into the ceiling in Unit 707 resulting in a ceiling leak, neither the leak from the roof nor the problem with the ceiling was known to my client or had been reported by the tenant prior to the time of the partial ceiling leak. Immediately upon learning of the problem, my client relocated the tenant to Unit 811 and commenced repairs both to the roof and Unit 707 which have now been completed. The attached photographs show Unit 811 was in good condition when the tenant was permitted to relocate to that unit. Not long afterwards, however, the tenant, who had damaged Unit 811, “skipped” out without paying rent. It is our belief that the report to you by this tenant is an effort to preclude an action to recover the unpaid rent. Regardless, had we known of the water leakage into the ceiling in Unit 707, the problem would have been corrected before the partial ceiling collapse and, we would have relocated the tenant prior to the collapse had we had advance notice of the problem.

4. **Allegations by Marcus Kenyan:** Having read Marcus’ lengthy diatribe, I can only say that my client respectfully disagrees. I have attached the statement by Patty Marshall which directly refutes much of what Marcus has told you and sheds light on his motivation in accepting employment, failing to do his job and, then, quitting in a very short time. Marcus did, in fact, represent to my client that he had extensive experience in contracting and remodeling work at the time he was employed. Marcus’ job was to examine and maintain or repair areas that required work. Rather than doing so and instead of reporting problems to my client, Marcus

abruptly quit after surreptitiously providing to you photographs of areas in the complex that needed work. Some of the photos, however, show areas that may have been damaged due to vandalism and other areas that, quite frankly, are simply storage rooms that do not require work. One photo in particular that was provided to you was of a rusted hot water tank in a laundry room. That hot water tank was replaced months ago, shortly after Marcus left my client's employment (see attached photo). Had Marcus done his job rather than summarily quitting after a very short stint, and secretly providing information to you, rather than to my client as to areas that may have needed repair, my client could have addressed the concerns that you have pointed out more promptly. At present, however, my client has either corrected or is in the process of correcting any problems that are reflected in the photographs that Marcus provided to you. As noted in my previous correspondence, however, without knowing the precise apartment numbers matching each photograph and/or building numbers matching any areas of supposed deficiency in common areas, my client cannot respond more definitively as to the current status than we have already done.

5. **Apartments 1000 and 1121:** Any allegations of deficiency with regard to this unit are inaccurate and misleading. These units have been or are in the process of being completely renovated and remodeled (see photos).

6. **Model Units:** Some of the photographs you were provided apparently reflected units that were under renovation to be used as "model" units. These renovations have been completed and the units are in pristine condition. These models are not, and have never been shown to prospective tenants. They are part of an ongoing project at the complex as my client begins to remodel the entire property to that standard.

7. **Snow Removal:** Allegations regarding inadequate snow removal are inaccurate and misleading. My client has contracted with third parties for snow removal for many years. Obviously, when there is heavy snow, the snow removal contractors cannot always remove the snow as promptly as some tenants might hope. Photographs Marcus provided to you after a recent heavy overnight snow were taken early in the morning before the snow removal contractors had an opportunity to remove snow from the drive and parking areas. The attached photos taken shortly after Mr. Kenyan's photos, show snow had been removed.

8. **Pest Control:** The allegations regarding insect control are a bit curious and, again, to my client's knowledge, unsubstantiated. My client uses and has used for many years third-party pest control services for responsive and preventative pest control. Currently, every building is sprayed once a month. We have 280 apartments and every unit is treated every month. This commitment to pest prevention is over and above the industry average. As you are well aware, in most apartment complexes, including relatively upscale complexes, cockroach or other insect problems can and often do occur, particularly when tenants leave food or food byproducts uncleaned. Metcalf 79 is a low to middle income complex with tenants who are very transient. Unfortunately, some of the tenants do not maintain their apartments so as to diminish the likelihood of insect problems. When my client is notified by a tenant of insect problems, my client reports the problem to the third-party pest control company to obtain responsive treatment.

My client did not receive any report regarding cockroach infestation that may have been related to you by a disgruntled former tenant. Unless a tenant complains and seeks help, my client would have no way of knowing about or addressing the problem. To our knowledge, there are no ongoing pest control problems at Metcalf 79 beyond those which would exist in most mid- to low-income apartment complex in the metro area.

9. **Mold, Code or Building Violations:** As we have previously discussed and as you included in your previous story, my client does not have a long history of code violations for mold or anything else. Allegations that my client has “painted” over mold are not true. Whether or not there are individual inspectors or code compliance employees of the City of Overland Park who may subjectively believe that my client is “difficult” to work with, is not indicative of and does not establish present or past code violations. As I informed you previously and reiterate now, my firm has represented the owners not only of Metcalf 79 but at other of their complexes in Johnson County and in the State of Missouri for many years. Whenever there has been any suggestion of code violation or a request by a City to make repairs or obtain permits, my client has complied quickly and scrupulously. As you confirmed prior to your last story, there was no record of citations for mold, lack of permits and/or any unresolved or recent code violations. If you are aware of any currently-existing allegations of mold infestation, code violations or failure to obtain permits or any record of convictions for same, please provide me such proof promptly. Otherwise, including a statement by an employee of Overland Park with a subjective opinion that my client is “difficult to work with” would be very unfair and, quite frankly, misleading.

CONCLUSION

In conclusion, and as I informed you prior to the previous story, it is an undisputed fact that my client has spent millions of dollars renovating the complex since acquisition a few years ago. The aesthetic appearance of Metcalf 79 is in keeping with what one would expect for a large apartment complex located near old Overland Park and with the new construction and development that is ongoing. Over many years, my client has provided low to middle income affordable housing for thousands of tenants and continues to do so in Overland Park and elsewhere. Unlike many low to middle income apartment complexes throughout the Kansas City metro area, including those in Johnson County, Metcalf 79 has not experienced a large amount of criminal activity, drug-related activity or gang-related activity. This is a tribute to the fact that my client has worked very hard to maintain reasonable standards with regard to tenants and occupants at the complex. The fact that some disgruntled former employees or contractors, for their self-serving and, as in the case of Ms. Teegarden and Ms. Abraham, efforts to unduly extort or coerce my client to pay money to which they are not entitled, making largely unsubstantiated reports of inadequate maintenance or unfair treatment of tenants should not be the basis for publication of a news story that, if it contains the inaccurate, incomplete or misleading allegations you have been given, could cause substantial financial harm to my client.

Anderson Alcock
April 24, 2019
Page 5

At this point, absent further documentation from you to corroborate allegations, my client has responded in great detail to the largely inaccurate, incomplete, misleading and, in some cases, demonstrably false allegations that have been made by your "sources."

If you choose to provide additional information, I will, of course, provide it to my client for review. It is, of course, my client's hope and mine, that if you choose to run a story, despite the fact that you have been provided a substantial amount of false or inaccurate information, the story will be fair, accurate and balanced and will include a fair summary of my client's response to the allegations.

Very truly yours,

WYRSCH HOBBS MIRAKIAN P.C.

By:

Stephen G. Mirakian
Stephen G. Mirakian *(Signature)*

SGM/ri
Enclosures