

- (f) the identity of each **DOCUMENT** evidencing the repair (or correction) and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

[See also section 71.0 for additional questions.]

76.0 Waiver, Change, Withdrawal, or Cancellation of Notice to Quit

*[If a defense is based on waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**, then either party may ask any applicable question in this section.]*

- ☒ 76.1 Did the **PLAINTIFF** or **LANDLORD** or anyone acting on his or her behalf do anything which is alleged to have been a waiver, change, withdrawal, or cancellation of the **NOTICE TO QUIT**? If so:
- state the facts supporting this allegation;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of these facts;
 - identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
- ☒ 76.2 Did the **PLAINTIFF** or **LANDLORD** accept rent which covered a period after the date for vacating the **RENTAL UNIT** as specified in the **NOTICE TO QUIT**? If so:
- state the facts;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - identify each **DOCUMENT** that supports the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

77.0 Retaliation and Arbitrary Discrimination

[If a defense is based on retaliation or arbitrary discrimination, then either party may ask any applicable question in this section.]

- ☒ 77.1 State all reasons that the **NOTICE TO QUIT** was served or that defendant's tenancy was not renewed and for each reason:
- state all facts supporting **PLAINTIFF'S** decision to terminate or not renew defendant's tenancy;
 - state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts;
 - identify all **DOCUMENTS** that support the facts and state the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

78.0 Nonperformance of the Rental Agreement by Landlord

*[If a defense is based on nonperformance of the rental agreement by the **LANDLORD** or someone acting on the **LANDLORD'S** behalf, then either party may ask any applicable question in this section.]*

- ☒ 78.1 Did the **LANDLORD** or anyone acting on the **LANDLORD'S** behalf agree to make repairs, alterations, or improvements at any time or provide services to the **PROPERTY** or **RENTAL UNIT**? If so, for each agreement state:
- the substance of the agreement;

- when it was made;
- whether it was written or oral;
- by whom and to whom;
- the name and **ADDRESS** of each person who knows about it;
- whether all promised repairs, alterations, or improvements were completed or services provided;
- the reasons for any failure to perform;
- the identity of each **DOCUMENT** evidencing the agreement or promise and the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

- ☒ 78.2 Has **PLAINTIFF** or **LANDLORD** or any resident of the **PROPERTY** ever committed disturbances or interfered with the quiet enjoyment of the **RENTAL UNIT** (including, for example, noise, acts which threaten the loss of title to the property or loss of financing, etc.)? If so, for each disturbance or interference, state:
- a description of each act;
 - the date of each act;
 - the name, **ADDRESS**, and telephone number of each **PERSON** who acted;
 - the name, **ADDRESS**, and telephone number of each **PERSON** who witnessed each act and any **DOCUMENTS** evidencing the person's knowledge;
 - what action was taken by the **PLAINTIFF** or **LANDLORD** to end or lessen the disturbance or interference.

79.0 Offer of Rent by Defendant

[If a defense is based on an offer of rent by a defendant which was refused, then either party may ask any applicable question in this section.]

- ☒ 79.1 Has defendant or anyone acting on the defendant's behalf offered any payments to **PLAINTIFF** which **PLAINTIFF** refused to accept? If so, for each offer state:
- the amount;
 - the date;
 - purpose of offer;
 - the manner of the offer;
 - the identity of the person making the offer;
 - the identity of the person refusing the offer;
 - the date of the refusal;
 - the reasons for the refusal.

80.0 Deduction from Rent for Necessary Repairs

[If a defense to payment of rent or damages is based on claim of retaliatory eviction, then either party may ask any applicable question in this section. Additional questions in section 75.0 may also be applicable.]

- ☒ 80.1 Does defendant claim to have deducted from rent any amount which was withheld to make repairs after communication to the **LANDLORD** of the need for the repairs? If the answer is "no", do not answer interrogatories 80.2 through 80.6.
- ☒ 80.2 For each condition in need of repair for which a deduction was made, state:
- the nature of the condition;
 - the location;
 - the date the condition was discovered by defendant;
 - the date the condition was first known by **LANDLORD** or **PLAINTIFF**;

- (e) the dates and methods of each notice to the **LANDLORD** or **PLAINTIFF** of the condition;
- (f) the response or action taken by the **LANDLORD** or **PLAINTIFF** to each notification;
- (g) the cost to remedy the condition and how the cost was determined;
- (h) the identity of any bids obtained for the repairs and any **DOCUMENTS** evidencing the bids.

☒ 80.3 Did **LANDLORD** or **PLAINTIFF** fail to respond within a reasonable time after receiving a communication of a need for repair? If so, for each communication state:

- (a) the date it was made;
- (b) how it was made;
- (c) the response and date;
- (d) why the delay was unreasonable.

☒ 80.4 Was there an insufficient period specified or actually allowed between the time of notification and the time repairs were begun by defendant to allow **LANDLORD** or **PLAINTIFF** to make the repairs? If so, state all facts on which the claim of insufficiency is based.

☒ 80.5 Does **PLAINTIFF** contend that any of the items for which rent deductions were taken were not allowable under law? If so, for each item state all reasons and facts on which you base your contention.

☒ 80.6 Has defendant vacated or does defendant anticipate vacating the **RENTAL UNIT** because repairs were requested and not made within a reasonable time? If so, state all facts on which defendant justifies having vacated the **RENTAL UNIT** or anticipates vacating the rental unit.

81.0 Fair Market Rental Value

*[If defendant denies **PLAINTIFF** allegation on the fair market rental value of the **RENTAL UNIT**, then either party may ask any applicable question in this section. If defendant claims that the fair market rental value is less because of a breach of warranty to provide habitable premises, then either party may also ask any applicable question in section 75.0.]*

☒ 81.1 Do you have an opinion on the fair market rental value of the **RENTAL UNIT**? If so, state:

- (a) the substance of your opinion;
- (b) the factors upon which the fair market rental value is based;
- (c) the method used to calculate the fair market rental value.

☒ 81.2 Has any other **PERSON** ever expressed to you an opinion on the fair market rental value of the **RENTAL UNIT**? If so, for each **PERSON**:

- (a) state the name, **ADDRESS**, and telephone number;
- (b) state the substance of the **PERSON'S** opinion;
- (c) describe the conversation or identify all **DOCUMENTS** in which the **PERSON** expressed an opinion and state the name, **ADDRESS**, and telephone number of each **PERSON** who has each **DOCUMENT**.

☒ 81.3 Do you know of any current violations of state or local building codes, housing codes, or health codes, conditions of delapidation or other conditions in need of repair in the **RENTAL UNIT** or common areas that have affected the **RENTAL UNIT** at any time defendant has been in possession? If so, state:

- (a) the conditions in need of repair;
- (b) the kind of repairs needed;
- (c) the name, **ADDRESS**, and telephone number of each **PERSON** who caused these conditions.

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At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 5150 E. Pacific Coast Hwy, Suite 200, Long Beach, CA 90804

[SEE ATTACHED SERVICE LIST]

____ **VIA FACSIMILE:** I faxed said documents, to the office(s) of the addressee(s) shown above, and the transmission was reported as complete and without error.

 X **BY OVERNIGHT DELIVERY:** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in the Service List. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight

____ **(Federal):** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on **May 20, 2025**, in Long Beach, CA, California.

Dagmawi Teshale

Dagmawi Teshale

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SERVICE LIST

Anthony Marinaccio
Marinaccio Law
225 W Broadway, Suite 103
Glendale, CA 91204
Phone: (818) 839-5220
Fax: (818) 638-9485
Email: anthony@marinacciolaw.com

ATTORNEY FOR THE PLAINTIFF

Bradford M. Martinez, Vicki L. Martinez and Gail Diane Calhoun AKA Gail Diane Houser

Exhibit “C”

MARINACCIO LAW
ANTHONY MARINACCIO (SBN 259335)
ISAAC GUZMAN (SBN 337062)
225 W Broadway, Suite 103
Glendale, CA 91204
Tel.: (818) 839-5220
Fax: (818) 638-9485
E-mail: anthony@marinacciolaw.com

Attorney for Plaintiffs, Bradford M. Martinez, Vicki L. Martinez, and Gail Diane Calhoun AKA
Gail Diane Houser

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, PASADENA COURTHOUSE

BRADFORD M. MARTINEZ, VICKI L.)	CASE NO. 25PDUD00999
MARTINEZ AND GAIL DIANE)	
CALHOUN AKA GAIL DIANE HOUSER)	[Assigned for all purposes to the Hon.
)	Jerry B. Marshak, Dept. R]
Plaintiffs,)	
)	PLAINTIFF'S RESPONSE TO FORM
v.)	INTERROGATORIES – UNLAWFUL
)	DETAINER
JENNIFER BURBANK AND JAMES)	
BURBANK)	Complaint Filed: April 1, 2025
)	
Defendants,)	Trial Date: June 3, 2025
)	
)	

PROPOUNDING PARTY: DEFENDANT, JENNIFER BURBANK

RESPONDING PARTY: PLAINTIFF, BRADFORD M. MARTINEZ

SET NO.: One

BRADFORD M. MARTINEZ ("Responding Party") hereby provides its response to
JENNIFER BURBANK'S ("Propounding Party") Form Interrogatories-Unlawful Detainer (Set
One) as follows:

PRELIMINARY STATEMENT

These responses are made only for the purpose of the within action. Each response or
answer is subject to all objections as to competence, relevance, materiality, propriety, admissibility

1 and any other objections and grounds that would require the exclusion of any statement herein if
2 any document was asked of, or if any statement contained therein were made by a witness present
3 and testifying in court, all of which objections and grounds are reserved and may be interposed at
4 the time of trial.

5
6 Plaintiff is responding to all Requests to the extent that information has become known
7 by him. However, this Responding Party's discovery, investigation and preparation for trial of
8 this matter has not been completed as of the date of these responses, and, therefore, Plaintiff does
9 not purport to state anything more than information presently known and discovered by him.

10
11 Plaintiff, in responding to these Requests, reserves the right to continue discovery and
12 investigation in this matter for facts, witnesses and supporting data that may recall information
13 which, if he had presently within his knowledge, would be included in these responses. For
14 example, to the extent that any request calls for the identification of "all documents," it is
15 responded to fully insofar as information is presently available to Plaintiff, and Plaintiff is not
16 precluded from presenting at trial information discovered after the date of the response of this
17 request.

18
19 This preliminary statement is incorporated into each of the responses set forth below.

20 **GENERAL OBJECTIONS**

21
22 To avoid repetition in setting forth specific objections to interrogatories, Responding Party
23 sets forth and incorporates the following objections to Responding Party's each and every
24 response.

25 **A. RELEVANCY OBJECTION**

26
27 Responding Party objects on the basis that the interrogatory, in whole or in part, seek the
28 disclosure of information that is neither relevant to the subject matter of the action nor reasonably

1 calculated to lead to the discovery of admissible evidence.

2 B. CONFIDENTIALITY/PRIVACY OBJECTION

3 Responding Party objects on the basis that the interrogatory seeks the disclosure of confidential
4 information and constitutes an attempt to invade the personal and/or financial privacy of certain
5 individuals or persons.
6

7 C. OVERBREADTH AND BURDEN OBJECTION

8 Responding Party objects on the basis that the interrogatory is overbroad, burdensome and
9 oppressive in that they seek the disclosure of information that has little or no practical benefit to
10 Propounding Party while placing an unwarranted burden or expense on the Responding Party in
11 ascertaining such information. Further, such interrogatory is so broadly drawn that although it
12 may include some relevant information within its scope, it includes information that is irrelevant
13 or immaterial to the instant action. Such interrogatory seeks information which is cumulative
14 and/or would require the compilation of extensive and detailed information from numerous
15 potential sources, many of which is not easily identifiable or available. A search for all such
16 information will in many instances involve enormous amounts of time by Responding Party.
17 Further, the interrogatory is so overbroad such that it is uncertain what information is sought.
18
19

20 D. AMBIGUITY OBJECTION

21 Responding Party objects on the basis that the interrogatory is phrased in language that is
22 vague, ambiguous, and uncertain such that Responding Party is unable to ascertain what
23 information is sought and in order to respond to this interrogatory, Responding Party would have
24 to speculate as to Propounding Party's intended meaning.
25
26

27 E. AVAILABILITY OBJECTION

28 Responding Party objects on the basis that the interrogatory is equally accessible to all parties

1 or is more accessible to the Propounding Party or which is maintained primarily by persons or
2 entities other than Responding Party.

3 F. IMPROPER FORM OBJECTION

4 Responding Party objects on the basis that the interrogatory is phrased in improper form
5 because the interrogatory is not “full and complete in and of itself”; or because it contains subpart,
6 “compound, conjunctive or disjunctive” question, such that the interrogatory does not comply with
7 the requirements of *California Code of Civil Procedure* §2030.060

8
9 G. LEGAL CONCLUSION OBJECTION

10 Responding Party objects on the basis that the interrogatory calls for a legal conclusion.

11 H. ATTORNEY WORK-PRODUCT OBJECTION

12 Responding Party objects on the basis that the interrogatory, in whole or in part, seeks
13 disclosure of information that is protected under the attorney work-product doctrine.

14 I. MARITAL PRIVILEGE OBJECTION

15 Responding Party objects on the basis that the request, in whole or in part, seeks disclosure of
16 information that is protected under marital privilege.

17
18 **RESPONSES TO FORM INTERROGATORIES (SET ONE)**

19 **FORM INTERROGATORY 70.1**

20 Anthony Marinaccio, Marinaccio Law, 225 W Broadway, Suite 103, Glendale, CA
21 91204; (818) 839-52520

22 **FORM INTERROGATORY 70.2**

23 Yes. Responding Party exercises its right to produce writings under Code of Civil
24 Procedure Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional
25 discovery and further investigation, legal research and analysis will supply additional facts and
26
27
28

1 provide new and different meaning to known facts, and may establish new factual conclusions
2 and legal contentions, all of which may result in additional changes and/or variations from the
3 responses set herein and Responding Party reserves the right to supplement this response at a
4 later time as appropriate, up to and including at trial.
5

6 FORM INTERROGATORY 70.3

7 Yes. Responding Party exercises its right to produce writings under Code of Civil
8 Procedure Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional
9 discovery and further investigation, legal research and analysis will supply additional facts and
10 provide new and different meaning to known facts, and may establish new factual conclusions
11 and legal contentions, all of which may result in additional changes and/or variations from the
12 responses set herein and Responding Party reserves the right to supplement this response at a
13 later time as appropriate, up to and including at trial.
14

15 FORM INTERROGATORY 70.4

16 No.
17

18 FORM INTERROGATORY 70.5

19 No.
20

21 FORM INTERROGATORY 70.6

22 No.
23

24 FORM INTERROGATORY 70.7

25 Yes. Responding Party exercises its right to produce writings under Code of Civil
26 Procedure Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional
27 discovery and further investigation, legal research and analysis will supply additional facts and
28 provide new and different meaning to known facts, and may establish new factual conclusions

1 and legal contentions, all of which may result in additional changes and/or variations from the
2 responses set herein and Responding Party reserves the right to supplement this response at a
3 later time as appropriate, up to and including at trial.

4 FORM INTERROGATORY 70.8

5
6 Yes. Responding Party exercises its right to produce writings under Code of Civil
7 Procedure Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional
8 discovery and further investigation, legal research and analysis will supply additional facts and
9 provide new and different meaning to known facts, and may establish new factual conclusions
10 and legal contentions, all of which may result in additional changes and/or variations from the
11 responses set herein and Responding Party reserves the right to supplement this response at a
12 later time as appropriate, up to and including at trial.

13 FORM INTERROGATORY 70.9

14
15 On or about 09/08/2023.

16 FORM INTERROGATORY 70.10

17
18 Yes. Responding Party exercises its right to produce writings under Code of Civil
19 Procedure Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional
20 discovery and further investigation, legal research and analysis will supply additional facts and
21 provide new and different meaning to known facts, and may establish new factual conclusions
22 and legal contentions, all of which may result in additional changes and/or variations from the
23 responses set herein and Responding Party reserves the right to supplement this response at a
24 later time as appropriate, up to and including at trial.

25 FORM INTERROGATORY 70.11

26
27 (a) Responding Party exercises its right to produce writings under Code of Civil Procedure
28

Section 2030.210(a)(2); Plaintiff, who can be contacted through their counsel of record.
Defendant;

(b) None;

(c) None;

(d) Responding Party exercises its right to produce writings under Code of Civil Procedure

Section 2030.210(a)(2); Plaintiff, who can be contacted through their counsel of record.
Defendant;

(e) None, to Responding Party's current knowledge;

FORM INTERROGATORY 70.12

(a) Lotus Property Management (Grace Cheng), 4157 East Live Oak Ave., Arcadia, CA
91006;

(b) From on or about September 1, 2024 through December 1, 2024;

(c) General property management.

(a) Bradford M. Martinez; who can be contacted through their counsel of record;

(b) From on or about December 2, 2024 through the present date;

(c) General property management.

(a) Deen Houser; who can be contacted through Responding Party's counsel of record;

(b) From on or about December 2, 2024 through the present date;

(c) General property management.

FORM INTERROGATORY 70.13

Responding Party exercises its right to produce writings under Code of Civil Procedure
Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional discovery and
further investigation, legal research and analysis will supply additional facts and provide new

1 and different meaning to known facts, and may establish new factual conclusions and legal
2 contentions, all of which may result in additional changes and/or variations from the responses
3 set herein and Responding Party reserves the right to supplement this response at a later time as
4 appropriate, up to and including at trial.

5
6 FORM INTERROGATORY 70.14

7 Responding Party exercises its right to produce writings under Code of Civil Procedure
8 Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional discovery and
9 further investigation, legal research and analysis will supply additional facts and provide new
10 and different meaning to known facts, and may establish new factual conclusions and legal
11 contentions, all of which may result in additional changes and/or variations from the responses
12 set herein and Responding Party reserves the right to supplement this response at a later time as
13 appropriate, up to and including at trial.

14
15 FORM INTERROGATORY 71.1

16 Yes.

17
18 FORM INTERROGATORY 71.2

19 (a) Responding Party exercises its right to produce writings under Code of Civil Procedure
20 Section 2030.210(a)(2);

21 (b) Responding Party, who can be contacted through Responding Party's counsel of record;
22 Defendant;

23 (c) Responding Party exercises its right to produce writings under Code of Civil Procedure
24 Section 2030.210(a)(2). Responding Party, who can be contacted through their counsel of
25 record; Defendant.
26
27
28

1 FORM INTERROGATORY 71.3

2 Responding Party exercises its right to produce writings under Code of Civil Procedure
3 Section 2030.210(a)(2).
4
5

<u>Date</u>	<u>Activity</u>	<u>Purpose</u>	<u>Amount</u>
<u>1/30/2024</u>	<u>Zelle payment from</u> <u>JENNIFER</u> <u>BARREDA for "518</u> <u>stoneman feb 2024</u> <u>rent"; Conf#...</u>	<u>February 2024 Rent</u>	<u>\$ 1,250.00</u>
<u>1/31/2024</u>	<u>Zelle payment from</u> <u>JAMES BURBANK</u> <u>for "518 Stoneman</u> <u>Feb"; Conf#</u> <u>vm20wywxq</u>	<u>February 2024 Rent</u>	<u>\$ 2,000.00</u>
<u>2/28/2024</u>	<u>Zelle payment from</u> <u>JAMES BURBANK</u> <u>for "518 Stoneman";</u> <u>Conf# smwaugbt</u>	<u>March 2024 Rent</u>	<u>\$ 2,000.00</u>
<u>3/1/2024</u>	<u>Zelle payment from</u> <u>JENNIFER</u> <u>BARREDA for "518</u> <u>N Stoneman Ave -</u> <u>March 2024";...</u>	<u>March 2024 Rent</u>	<u>\$ 1,250.00</u>
<u>3/26/2024</u>	<u>Zelle payment from</u> <u>JAMES BURBANK</u> <u>for "April Stoneman</u> <u>rent"; Conf#</u> <u>y7st738bg</u>	<u>April 2024 Rent</u>	<u>\$ 2,000.00</u>
<u>3/27/2024</u>	<u>Zelle payment from</u> <u>JENNIFER</u> <u>BARREDA for</u> <u>"April rent - 518 N</u> <u>Stoneman Ave";...</u>	<u>April 2024 Rent</u>	<u>\$ 1,250.00</u>
<u>4/26/2024</u>	<u>Zelle payment from</u> <u>JAMES BURBANK</u> <u>for "May Stoneman";</u>	<u>May 2024 Rent</u>	<u>\$ 2,000.00</u>

1 Conf# yvu6sr5ug

2 4/26/2024 Zelle payment from May 2024 Rent \$ 1,250.00
3 JENNIFER
4 BARREDA for "518
5 stoneman ave rent -
6 may 2024";...

7 5/31/2024 Zelle payment from June 2024 Rent \$ 2,000.00
8 JAMES BURBANK
9 Conf# tybhj734u

10 5/31/2024 Zelle payment from June 2024 Rent \$ 1,250.00
11 JENNIFER
12 BARREDA for "518
13 stoneman -june rent";
14 Conf#...

15 7/1/2024 Zelle payment from July 2024 Rent \$ 2,000.00
16 JAMES BURBANK
17 Conf# vt73oxeo4

18 7/1/2024 Zelle payment from July 2024 Rent \$ 1,250.00
19 JENNIFER
20 BARREDA for "518
21 stoneman-july rent";
22 Conf#...

23 8/1/2024 Zelle payment from August 2024 Rent \$ 2,000.00
24 JAMES BURBANK
25 Conf# zmx4bqe3

26 8/1/2024 Zelle payment from August 2024 Rent \$ 1,250.00
27 JENNIFER
28 BARREDA for "518
29 stoneman - August
30 rent"; Conf#...

31 9/3/2024 Zelle payment from September 2024 Rent \$ 2,000.00
32 JAMES BURBANK
33 Conf# vipl8j3m6

34 9/3/2024 Zelle payment from September 2024 Rent \$ 1,250.00
35 JENNIFER
36 BARREDA for "518
37 stoneman - september
38 rent"; Conf#...

<u>10/1/2024</u>	<u>Rent paid to Lotus</u> <u>Property Management</u>	<u>October 2024 Rent</u>	<u>\$ 3,250.00</u>
<u>11/1/2024</u>	<u>Rent paid to Lotus</u> <u>Property Management</u>	<u>November 2024 Rent</u>	<u>\$ 3,250.00</u>
<u>12/1/2024</u>	<u>Rent paid to Lotus</u> <u>Property Management</u>	<u>December 2024 Rent</u>	<u>\$ 3,250.00</u>
<u>12/30/2024</u>	<u>Zelle payment from</u> <u>JENNIFER</u> <u>BURBANK for</u> <u>January Rent - Part 1</u> <u>of 2"; Conf#</u> <u>99atqz8ws"</u>	<u>January 2025 Rent</u>	<u>\$ 1,625.00</u>
<u>12/30/2024</u>	<u>Zelle payment from</u> <u>JENNIFER</u> <u>BURBANK for</u> <u>January rent - Part 2</u> <u>of 2"; Conf#</u> <u>99ats9vkh"</u>	<u>January 2025 Rent</u>	<u>\$ 1,625.00</u>
<u>1/31/2025</u>	<u>Zelle payment from</u> <u>JENNIFER</u> <u>BURBANK for 518</u> <u>stoneman february</u> <u>rent - part 1 of 2";</u> <u>Conf# 99awlsqtr"</u>	<u>February 2025 Rent</u>	<u>\$ 1,625.00</u>
<u>2/3/2025</u>	<u>Zelle payment from</u> <u>JENNIFER</u> <u>BURBANK for 518</u> <u>stoneman february</u> <u>rent - part 2 of 2";</u> <u>Conf# 99awp9ekt"</u>	<u>February 2025 Rent</u>	<u>\$ 1,625.00</u>

Discovery is ongoing and it is anticipated that additional discovery and further investigation, legal research and analysis will supply additional facts and provide new and different meaning to known facts, and may establish new factual conclusions and legal contentions, all of which may result in additional changes and/or variations from the responses set herein and Responding Party reserves the right to supplement this response at a later time as

appropriate, up to and including at trial.

FORM INTERROGATORY 71.4

No.

FORM INTERROGATORY 71.5

No.

FORM INTERROGATORY 71.6

No.

FORM INTERROGATORY 71.7

Not to Responding Party's current knowledge. Responding Party exercises its right to produce writings under Code of Civil Procedure Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional discovery and further investigation, legal research and analysis will supply additional facts and provide new and different meaning to known facts, and may establish new factual conclusions and legal contentions, all of which may result in additional changes and/or variations from the responses set herein and Responding Party reserves the right to supplement this response at a later time as appropriate, up to and including at trial.

FORM INTERROGATORY 72.2

Yes, via registered process server. Responding Party exercises its right to produce writings under Code of Civil Procedure Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional discovery and further investigation, legal research and analysis will supply additional facts and provide new and different meaning to known facts, and may establish new factual conclusions and legal contentions, all of which may result in additional changes and/or variations from the responses set herein and Responding Party reserves the right to supplement this response at a later time as appropriate, up to and including at trial.

1 FORM INTERROGATORY 73.1

2 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
3 a defendant denies allegations that defendant’s continued possession is malicious, then either
4 party may ask any applicable question in this section.” No allegation is made in the underlying
5 unlawful detainer complaint bearing case number 25PDUD00999 (“Action”) that defendant’s
6 continued possession is malicious. Given the current state of the facts, this question is not
7 designed to lead to the discovery of admissible evidence.
8

9 FORM INTERROGATORY 73.2

10 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
11 a defendant denies allegations that defendant’s continued possession is malicious, then either
12 party may ask any applicable question in this section.” No allegation is made in the Action that
13 defendant’s continued possession is malicious. Given the current state of the facts, this question
14 is not designed to lead to the discovery of admissible evidence.
15

16 FORM INTERROGATORY 73.3

17 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
18 a defendant denies allegations that defendant’s continued possession is malicious, then either
19 party may ask any applicable question in this section.” No allegation is made in the underlying
20 unlawful detainer complaint bearing case number 25PDUD00999 (“Action”) that defendant’s
21 continued possession is malicious. Given the current state of the facts, this question is not
22 designed to lead to the discovery of admissible evidence.
23

24 FORM INTERROGATORY 74.1

25 Yes.
26

27 FORM INTERROGATORY 74.2
28

1 (a) The Tenant Protection Act of 2019, codified at California Civil Code Section 1946.2;

2 (b) California.

3 FORM INTERROGATORY 74.3

4 No.

5 FORM INTERROGATORY 74.4

6 Yes.

7 a. Robert Fernandez;

8 b. 1 E Commonwealth Ave, Alhambra, CA 91801; 1220 Mariposa St, Glendale, CA 91205;

9 c. Father/Father-in-Law;

10 d. Return to the RENTAL UNIT which he previously resided in;

11 e. None. See response to FORM Interrogatory-UD No. 70.6 herein.

12 FORM INTERROGATORY 74.5

13 No. Responding Party exercises its right to produce writings under Code of Civil
14 Procedure Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional
15 discovery and further investigation, legal research and analysis will supply additional facts and
16 provide new and different meaning to known facts, and may establish new factual conclusions
17 and legal contentions, all of which may result in additional changes and/or variations from the
18 responses set herein and Responding Party reserves the right to supplement this response at a
19 later time as appropriate, up to and including at trial.

20 FORM INTERROGATORY 74.6

21 No.

22 FORM INTERROGATORY 75.1

23 OBJECTION. Relevance. The prefatory statement which proceeds this section states, "If

1 plaintiff alleges nonpayment of rent and defendant bases his defenses on allegations of implied
2 or express breach of warranty to provide habitable residential premises, then either party may ask
3 any applicable question in this section.” Plaintiff has not alleged nonpayment of rent in this
4 Action. Given the current state of the facts, this question is not designed to lead to the discovery
5 of admissible evidence.
6

7 FORM INTERROGATORY 75.2

8 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
9 plaintiff alleges nonpayment of rent and defendant bases his defenses on allegations of implied
10 or express breach of warranty to provide habitable residential premises, then either party may ask
11 any applicable question in this section.” Plaintiff has not alleged nonpayment of rent in this
12 Action. Given the current state of the facts, this question is not designed to lead to the discovery
13 of admissible evidence.
14

15 FORM INTERROGATORY 75.3

16 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
17 plaintiff alleges nonpayment of rent and defendant bases his defenses on allegations of implied
18 or express breach of warranty to provide habitable residential premises, then either party may ask
19 any applicable question in this section.” Plaintiff has not alleged nonpayment of rent in this
20 Action. Given the current state of the facts, this question is not designed to lead to the discovery
21 of admissible evidence.
22

23 FORM INTERROGATORY 75.4

24 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
25 plaintiff alleges nonpayment of rent and defendant bases his defenses on allegations of implied
26 or express breach of warranty to provide habitable residential premises, then either party may ask
27
28

any applicable question in this section.” Plaintiff has not alleged nonpayment of rent in this Action. Given the current state of the facts, this question is not designed to lead to the discovery of admissible evidence.

FORM INTERROGATORY 75.5

OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If plaintiff alleges nonpayment of rent and defendant bases his defenses on allegations of implied or express breach of warranty to provide habitable residential premises, then either party may ask any applicable question in this section.” Plaintiff has not alleged nonpayment of rent in this Action. Given the current state of the facts, this question is not designed to lead to the discovery of admissible evidence.

FORM INTERROGATORY 75.6

OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If plaintiff alleges nonpayment of rent and defendant bases his defenses on allegations of implied or express breach of warranty to provide habitable residential premises, then either party may ask any applicable question in this section.” Plaintiff has not alleged nonpayment of rent in this Action. Given the current state of the facts, this question is not designed to lead to the discovery of admissible evidence.

FORM INTERROGATORY 75.7

OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If plaintiff alleges nonpayment of rent and defendant bases his defenses on allegations of implied or express breach of warranty to provide habitable residential premises, then either party may ask any applicable question in this section.” Plaintiff has not alleged nonpayment of rent in this Action. Given the current state of the facts, this question is not designed to lead to the discovery

1 of admissible evidence.

2 FORM INTERROGATORY 75.8

3 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
4 plaintiff alleges nonpayment of rent and defendant bases his defenses on allegations of implied
5 or express breach of warranty to provide habitable residential premises, then either party may ask
6 any applicable question in this section.” Plaintiff has not alleged nonpayment of rent in this
7 Action. Given the current state of the facts, this question is not designed to lead to the discovery
8 of admissible evidence.
9

10 FORM INTERROGATORY 76.1

11 No
12

13 FORM INTERROGATORY 76.2

14 No. Responding Party exercises its right to produce writings under Code of Civil
15 Procedure Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional
16 discovery and further investigation, legal research and analysis will supply additional facts and
17 provide new and different meaning to known facts, and may establish new factual conclusions
18 and legal contentions, all of which may result in additional changes and/or variations from the
19 responses set herein and Responding Party reserves the right to supplement this response at a
20 later time as appropriate, up to and including at trial.
21

22 FORM INTERROGATORY 77.1

23 Responding Party exercises its right to produce writings under Code of Civil Procedure
24 Section 2030.210(a)(2). Discovery is ongoing and it is anticipated that additional discovery and
25 further investigation, legal research and analysis will supply additional facts and provide new
26 and different meaning to known facts, and may establish new factual conclusions and legal
27
28

1 contentions, all of which may result in additional changes and/or variations from the responses
2 set herein and Responding Party reserves the right to supplement this response at a later time as
3 appropriate, up to and including at trial

4 FORM INTERROGATORY 78.1

5
6 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
7 a defense is based on nonperformance of the rental agreement by the LANDLORD or someone
8 acting on the LANDLORD’S behalf, then either party may ask any applicable question in this
9 section.” A defense based on nonperformance of the rental agreement by the LANDLORD or
10 someone acting on the LANDLORD’S behalf has not been made by defendant. Given the current
11 state of the facts, this question is not designed to lead to the discovery of admissible evidence.

12 FORM INTERROGATORY 78.2

13
14 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
15 a defense is based on nonperformance of the rental agreement by the LANDLORD or someone
16 acting on the LANDLORD’S behalf, then either party may ask any applicable question in this
17 section.” A defense based on nonperformance of the rental agreement by the LANDLORD or
18 someone acting on the LANDLORD’S behalf has not been made by defendant. Given the current
19 state of the facts, this question is not designed to lead to the discovery of admissible evidence.

20 FORM INTERROGATORY 79.1

21
22 OBJECTION. Relevance. The prefatory statement which proceeds this section states, “If
23 a defense is based on an offer of rent by a defendant which was refused, then either party may
24 ask any applicable question in this section.” A defense based on an offer of rent by a defendant
25 which was refused has not been made by defendant. Given the current state of the facts, this
26 question is not designed to lead to the discovery of admissible evidence.
27
28

1 FORM INTERROGATORY 80.1

2 No. Discovery is ongoing and it is anticipated that additional discovery and further
3 investigation, legal research and analysis will supply additional facts and provide new and
4 different meaning to known facts, and may establish new factual conclusions and legal
5 contentions, all of which may result in additional changes and/or variations from the responses
6 set herein and Responding Party reserves the right to supplement this response at a later time as
7 appropriate, up to and including at trial.
8

9 FORM INTERROGATORY 80.2

10 None, to Responding Party's current knowledge. See response to Form Interrogatory No.
11 80.1 herein. Discovery is ongoing and it is anticipated that additional discovery and further
12 investigation, legal research and analysis will supply additional facts and provide new and
13 different meaning to known facts, and may establish new factual conclusions and legal
14 contentions, all of which may result in additional changes and/or variations from the responses
15 set herein and Responding Party reserves the right to supplement this response at a later time as
16 appropriate, up to and including at trial.
17
18

19 FORM INTERROGATORY 80.3

20 See response to Form Interrogatory No. 80.1 herein. Discovery is ongoing and it is
21 anticipated that additional discovery and further investigation, legal research and analysis will
22 supply additional facts and provide new and different meaning to known facts, and may establish
23 new factual conclusions and legal contentions, all of which may result in additional changes
24 and/or variations from the responses set herein and Responding Party reserves the right to
25 supplement this response at a later time as appropriate, up to and including at trial.
26
27

28 FORM INTERROGATORY 80.4

1 See response to Form Interrogatory No. 80.1 herein. Discovery is ongoing and it is
2 anticipated that additional discovery and further investigation, legal research and analysis will
3 supply additional facts and provide new and different meaning to known facts, and may establish
4 new factual conclusions and legal contentions, all of which may result in additional changes
5 and/or variations from the responses set herein and Responding Party reserves the right to
6 supplement this response at a later time as appropriate, up to and including at trial.
7

8 FORM INTERROGATORY 80.5

9 See response to Form Interrogatory No. 80.1 herein. Discovery is ongoing and it is
10 anticipated that additional discovery and further investigation, legal research and analysis will
11 supply additional facts and provide new and different meaning to known facts, and may establish
12 new factual conclusions and legal contentions, all of which may result in additional changes
13 and/or variations from the responses set herein and Responding Party reserves the right to
14 supplement this response at a later time as appropriate, up to and including at trial.
15

16 FORM INTERROGATORY 80.6

17
18 OBJECTION. Relevance. See response to Form Interrogatory No. 80.1 herein. Discovery
19 is ongoing and it is anticipated that additional discovery and further investigation, legal research
20 and analysis will supply additional facts and provide new and different meaning to known facts,
21 and may establish new factual conclusions and legal contentions, all of which may result in
22 additional changes and/or variations from the responses set herein and Responding Party reserves
23 the right to supplement this response at a later time as appropriate, up to and including at trial.
24

25 FORM INTERROGATORY 81.1

26 Yes.

27 (a) \$108.33 per day;
28