

Sheet 1-Table 1 (First Draft Submitted to Dropbox) (Sent to Opposing Council)

Table 1		
No.		
1.1	James Burbank (Plaintiff) prepared these responses. Address/phone already known to Defendants; withheld here to protect privacy.	
2.1	My legal name is James Burbank. No other names used.	
2.2	Objection: Overbroad and irrelevant to a landlord-tenant habitability dispute. No bearing on the claims.	
2.3	Objection: Irrelevant and not reasonably calculated to lead to admissible evidence in this dispute.	
2.4	Objection: Same as above; irrelevant to the claims of habitability/retaliation."	
2.5	Current: 518 N. Stoneman Ave. since 9/8/2023. Overbroad as to prior addresses; object for privacy and lack of relevance.	
2.6	Objection: Irrelevant. No lost wages/earnings claims. No nexus to alleged habitability or ESA violations.	
2.7	Objection: Overbroad and irrelevant to habitability/retaliation. No educational background at issue.	
2.8	No, I have not been convicted of a felony.	
2.9	Yes, I speak and understand English fluently.	
2.1	Yes, I read and write English fluently.	
2.11	No, I was acting solely on my own behalf as a tenant.	
2.12	No disability or condition contributed to the landlord's habitability or retaliation issues.	
2.13	Objection: Irrelevant to a landlord-tenant habitability and retaliation dispute; not calculated to lead to admissible evidence.	
3.1	Not applicable. Plaintiff is not a partnership.	
3.2	Not applicable. Plaintiff is not a partnership.	
3.3	Not applicable. Plaintiff is not a limited liability company.	
3.4	Not applicable. Plaintiff is not a joint venture.	
3.5	Not applicable. Plaintiff is not an unincorporated association.	
3.6	Not applicable. Plaintiff has not operated under any fictitious business name.	
3.7	Not applicable. Plaintiff is not operating a business requiring any license or registration.	
4.1	a) Renters Insurance Policy, including Personal Liability coverage and Medical Payments to Others coverage.	
	b) Allstate Insurance Company, 2775 Sanders Rd, Northbrook, IL 60062 (Note: Verify this address)	
	c) James S. Burbank and Jennifer Burbank, Address: 518 N Stoneman Ave Alhambra, Ca. 91801, Telephone Number: 213-858-1725	
	d) 967707309	
	e) Family Liability Protection: \$100,000 each occurrence; Guest Medical Protection: \$1,000 each person. (Note: The policy includes other coverages and limits. Refer to policy documents for full details.)	
	f) As of the date of this response, no reservation of rights has been issued by Allstate Insurance Company regarding this INCIDENT, and there is no known controversy or coverage dispute concerning this INCIDENT.	
	g) Name: [Insert Your Full Name], Address: [Insert Your Current Mailing Address], Telephone Number: [Insert Your Current Phone Number] (Note: This is typically the policyholder)	
4.2	No. Plaintiff is not self-insured under any statute.	
6.1	Yes. I sustained (1) a sprained ankle due to loose stairs, (2) emotional distress from landlord's conduct and habitability issues, and (3) physical tension and pain (in neck/shoulders) linked to ongoing stress from these event	
6.2	(1) Sprained right ankle. (2) Emotional distress (anxiety, fear of eviction, stress) (3) Tension and pain in neck and shoulders.	
6.3	(a) Mild lingering ankle soreness with occasional stiffness; mental stress/anxiety still present due to ongoing habitability/landlord retaliation issues. (b) Ankle pain subsided mostly over 4 weeks, with sharp pain occasionally recurring for several months; emotional stress remains ongoing. (c) Ankle stiffness is occasional and short-lived; emotional distress is frequent and triggered by continuing landlord disputes. Neck/shoulder pain is a constant (throughout most of the day)	
6.4	I did not see a doctor or healthcare provider for the ankle sprain; I self-treated with rest/ice/elevation. I have not formally consulted a mental health professional for emotional distress. No charges.	
6.5	1. Primary Care Physician: Dr. Irina Jasper, MD, 960 E Green St #286, Pasadena, CA 91106, (626) 356-0340 – On 01-17-2025, I sought assistance for stress related neck/shoulder pain, was granted leave from work, and w Charges to date: to be determined	
6.6	None other than the physical therapy and potential future mental health sessions. No ambulance, no home nursing, no prosthetics.	
6.7	Yes. My primary care physician recommended continued physical therapy for neck/shoulder pain. They also referred me to a mental health specialist for stress/anxiety. (a) [Doctor's Name, Address, Phone] (b) Neck/should	
7.1	Damages to property, yet to be assessed.	
7.2	No formal written estimate or evaluation has been made yet. The items were household goods and were discarded.	
7.3	No. The damaged items were trashed, not repaired.	
8.1	Yes. I have been on stress leave since January 17, 2025, which I attribute to the landlord's conduct and habitability issues.	
8.2	(a) Nature of work: Transportation/Truck Driving (b) Job Title: Truck Driver at Tony's Fine Foods (c) Employment began: August 2023	
8.3	January 17, 2025	
8.4	I worked approximately 60 hours per week at \$32/hour, with overtime pay after 40 hours, plus a \$2,500 bonus that I missed due to not working.	
8.5	I have not returned to work. I have remained on stress leave since January 17, 2025.	
8.6	All dates from January 17, 2025, to present. I continue to be on leave with no current return date.	
8.7	The exact amount is currently unknown; I am still on leave. My lost income will be calculated by multiplying my weekly or monthly pay rate (including overtime) plus any bonus I would have received, for the entire period I h	
8.8	Future wage loss, if any, will be based on the same pay rate (60 hours/week at \$32/hour plus missed bonus) times the number of weeks/months I remain off work.	
9.1	Yes. Non-economic damages include emotional distress (anxiety, insomnia, fear of unauthorized entries), loss of quiet enjoyment, harassment-induced stress, inability to use patio areas due to holes/exposed piping, and p	
9.2	Yes. Supporting documents include email and text communication logs of landlord entries and harassment, videos and photographs of property defects and injuries, the October 24 2024 Blue Ribbon Property Inspection r	
10.1	No. Prior to the INCIDENT, I had no complaints or injuries involving my right ankle, neck, shoulders, or regarding emotional distress.	
10.2	I had no physical, mental, or emotional disabilities immediately before the INCIDENT that relate to the injuries claimed in this case.	
10.3	Other than the injuries claimed in this case (sprained ankle, neck/shoulder tension, emotional distress), I have not sustained new injuries. For the injuries related to this case: (a) Ongoing from the date of the landlord's failur	
11.1	In the past 10 years, I have not filed any other action, claim, or demand for compensation for personal injuries other than the present action.	
11.2	No. In the past 10 years, I have not made any written claim or demand for workers' compensation benefits.	
12.1	James Burbank, Jennifer Burbank, Brad Martinez, Vicki Martinez, Gail D. Calhoun (Trustee), Dean Hauser, Sally Gutierrez (lotus property services inc), Brian Dale Gordon (lotus), Grace (lotus).	
12.2	No formal interviews have been conducted.	
12.3	No formal written or recorded statements from any individual have been obtained.	
12.4	Yes. Approximately fifty to one-hundred digital photographs and videos depict interior and exterior property defects (including leaks, holes, exposed piping), unauthorized landlord entries, and notices posted on the door; t	
12.5	No formal diagrams, reproductions, or models have been created beyond the photographs and videos described above.	
12.6	Yes. A professional building inspection report was prepared by Tyler Molloy of Blue Ribbon Property Inspections (300 E. Bennett Ave., Unit 8, Glendora, CA 91741; (626) 223-5571) on October 24, 2024 (Report No. TM0110	
12.7	James Burbank and Jennifer Burbank conducted multiple personal inspections of the premises between September 2023 and present, and a professional building inspection was performed by Tyler Molloy of Blue Ribbon	
13.1	Yes. Motion-activated doorbell and security camera recordings (approximately 20 video clips) captured Brad Martinez (518 N Stoneman Ave, Alhambra, CA 91801; contact per lease), Vicki Martinez (same), Gail D. Calhoun	
13.2	No formal written surveillance report has been prepared; the electronic video files are the only records of surveillance and are held by James and Jennifer Burbank.	
14.1	Yes. Defendants Brad Martinez and Vicki Martinez (and their agents Lotus Property Management, Inc.) violated California Civil Code §1942.5 (retaliatory eviction), Civil Code §1946.2 (failure to provide AB1482 exemption d	
14.2	No. No person has been cited or charged with any statutory or regulatory violation in connection with these matters.	
17.1	No. RFA 3 is denied— the dog was an ESA exempt fr No. RFA 3 is denied— the dog was an ESA exempt from the “no pets” clause per Realtor's representation and CA fair housing law; persons with knowledge: James &	

50.1	For each agreement alleged in the pleadings: The primary written agreement is the Lease Agreement dated September 4, 2023; originals and copies are held by James & Jennifer Burbank (518 N Stoneman Ave, Alhambra,
50.2	Was there a breach of any agreement alleged in the pleadings? Yes. Defendants breached the Lease by issuing a nonrenewal notice for an ESA (June 19, 2024) and by refusing to repair habitability defects, each constitutir
50.3	Was performance of any agreement alleged in the pleadings excused? Yes. Tenant performance under the “No Pets” clause was legally excused as a reasonable accommodation for an ESA under federal and state fair hou
50.4	Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and satisfaction, or novation? Yes. On August 26, 2024, Defendants rescinded the nonrenewal notice and agreed to continue t
50.5	Is any agreement alleged in the pleadings unenforceable? Yes. The AB1482 Exemption Disclosure attached August 23, 2024 is unenforceable under Civil Code §1946.2 because it was not included in the original lease, ren
50.6	Is any agreement alleged in the pleadings ambiguous? Yes. The Lease’s “No Pets” clause is ambiguous regarding service animals/ESAs due to lack of express carve-out, creating uncertainty whether ESAs were prohibited