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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
PASADENA SUPERIOR COURT**

**BRADFORD M. MARTINEZ, VICKI L.
MARTINEZ AND GAIL DIANE
CALHOUN AKA GAIL DIANE HOUSER**

Plaintiff,

vs.

**JENNIFER BURBANK AND JAMES
BURBANK**

Defendant

Case No.: 25PDUD00999

**DEFENDANT JENNIFER BURBANK'S,
SPECIAL INTERROGATORIES TO
PLAINTIFF BRADFORD M. MARTINEZ**

PROPOUNDING PARTY: JENNIFER BURBANK
RESPONDING PARTY: BRADFORD M. MARTINEZ
SET NUMBER: 1

TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD HEREIN:

PLEASE TAKE NOTICE that, pursuant to Code of Civil Procedure sections 2030.010 through 2030.410, Defendant Jennifer Burbank hereby requests that Plaintiff, Bradford M. Martinez (Plaintiff) respond to the following Special Interrogatories under oath, fully and separately, in writing, and within five days of service hereof, or as otherwise prescribed by law (Civ. Proc. Code, §§ 2030.010-2030.410, § 1170.8) and produces such responses to Dagmawi Teshale, Teshale Law, PC located at 5150 E. Pacific Coast Hwy, Suite 200, Long Beach, CA 90804, or via email directly to dteshale@teshalelaw.com

Each answer must be as complete and straightforward as the information reasonably available to the responding party permits (Civ. Proc. Code, § 2030.220, subd. (a)). If an interrogatory cannot be answered completely, it should be answered to the extent possible (Civ. Proc. Code, § 2030.220, subd. (b)). If the responding party objects to any interrogatory, the extent of, and the specific grounds for the objection shall be stated. (Civ. Proc. Code, § 2030.240, subd. (b)). If the responding party asserts a privilege or other protection, it must provide sufficient factual information for other parties to evaluate the applicability and merits of that privilege or protection (Civ. Proc. Code, § 2030.240, subd. (c)).

DEFINITIONS

1. The term "APARTMENT COMPLEX" means any residential building or group of buildings within a contiguous or non-contiguous property, managed or owned by the same entity or individual, which contains multiple individual housing units available for rent or lease to tenants. This includes any associated common areas, facilities, and amenities provided for the use of the tenants residing within such units.
2. The term "ASSISTED LIVING FACILITY" refers to any residence or facility that provides personal care, supervision, and limited health-related services to individuals who require assistance with activities of daily living, including but not limited to memory care facilities, skilled nursing homes, or any full-time residential care facility for elderly individuals.
3. The term "CASH PAYMENT" means any PAYMENT made in currency, directly from the DEFENDANT to the landlord, without the use of checks or electronic transfers.
4. The term "CASE" means the court case associated with the following Case Number: 25PDUD00999.

- 1 5. The term "COMPLAINTS" refers to any grievances or issues raised by DEFENDANT
2 regarding the condition or management of the rental PROPERTY and/or APARTMENT
3 COMPLEX.
4
- 5 6. The term "CONCERNING" means referring to, relating to, supporting, describing,
6 reflecting, constituting, or in any other way referencing.
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- 8 7. The term "DEFENDANT" or "DEFENDANTS" means the named Defendant(s) in this
9 CASE.
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- 11 8. The term "DEFECTIVE OR HAZARDOUS CONDITIONS" refers to any conditions that
12 make the PROPERTY unfit for habitation or pose a risk to health and safety, including
13 but not limited to those specified in California Civil Code § 1941.1 and Health and Safety
14 Code § 17920.3(a) & (b).
15
- 16 9. The term "DOCUMENT" means any written, printed, typed, recorded, photographic, or
17 otherwise visually or aurally reproduced material, whether hard copy or electronic,
18 including but not limited to letters, emails, text messages, notes, reports, memoranda, and
19 any drafts or copies thereof.
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- 21 10. The term "IDENTIFY" means:
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- 23 • When used in reference to a person: state the person's full name, present or last
24 known address, telephone number, and relationship to any party in this CASE;
25
 - 26 • When used in reference to a document: state the title, date, author, recipient(s),
27 general subject matter, and current custodian.
28
11. The term "INSPECTIONS" means any examinations or assessments of the rental
PROPERTY conducted by PLAINTIFF, the PROPERTY MANAGER, or any
government agency during DEFENDANT'S TENANCY.
12. The term "LEGAL ACTIONS" refers to any lawsuits, claims, or legal proceedings
initiated or faced by DEFENDANT related to the TENANCY.

- 1 13. The term "REPAIR REQUESTS" means any communications or requests made by
2 DEFENDANT to PLAINTIFF or PROPERTY MANAGER regarding the need for
3 REPAIRS or maintenance of the PROPERTY.
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- 5 14. The term "NON-PAYMENT" refers to DEFENDANT's failure to pay RENT or other
6 PAYMENTS as required under the RENTAL AGREEMENT.
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- 8 15. The term "NOTICE" refers to the 60-day notice to terminate tenancy that PLAINTIFF
9 attached as Exhibit "2" to its Complaint in this CASE.
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- 11 16. The term "JCO" refers to the Los Angeles Just Cause Ordinance, Los Angeles Municipal
12 Code (LAMC) § 151.00 et seq., and any amendments thereto.
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- 14 17. The term "SCEP FEES" refers to Systematic Code Enforcement Program fees as
15 described in LAMC § 161.352.
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- 17 18. The term "NOTICE OF VIOLATION" refers to any citation, notice of violation, or order
18 from a government agency concerning substandard housing conditions or code violations
19 at the PROPERTY.
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- 21 19. The term "PAYMENTS" refers to any financial transaction made by DEFENDANT to
22 PLAINTIFF, including RENT and any other charges required under the RENTAL
23 AGREEMENT.
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- 25 20. The term "PROTECTED ACTIVITY" refers to any action taken by DEFENDANT that is
26 protected under California law, including submitting REPAIR REQUESTS, filing
27 government COMPLAINTS, or asserting tenant rights under applicable statutes or
28 ordinances.
21. The term "PERSONS" includes natural persons, corporations, partnerships, joint ventures, sole proprietorships, associations, governmental agencies, or any other legal or commercial entities.
22. The term "PLAINTIFF" or "PLAINTIFFS" means the named Plaintiff(s) in this CASE, including all agents, employees, relatives, attorneys, representatives, PROPERTY MANAGERS, and any PERSON acting on PLAINTIFF'S behalf.

- 1 23. The term "PREMISES" or "PROPERTY" refers to the residential unit or dwelling
2 occupied by DEFENDANT and which is the subject of the unlawful detainer action in
3 this CASE.
- 4 24. The term "PROPERTY MANAGER" means any individual or entity responsible for
5 managing the PROPERTY on behalf of the PLAINTIFF, including handling tenant
6 communications, collecting RENT, and overseeing maintenance or REPAIRS.
- 7 25. The term "PROPERTY MAINTENANCE" means any work undertaken to preserve,
8 repair, or improve the condition of the PROPERTY.
- 9 26. The term "RENT" means the periodic payment owed by DEFENDANT to PLAINTIFF
10 for use of the PROPERTY under the RENTAL AGREEMENT.
- 11 27. The term "RENT COLLECTION" refers to the process by which PLAINTIFF or
12 PROPERTY MANAGER collected RENT or other PAYMENTS from DEFENDANT.
- 13 28. The term "RENTAL AGREEMENT" refers to any written or oral agreement, lease, or
14 understanding between PLAINTIFF and DEFENDANT governing the terms of
15 occupancy of the PROPERTY.
- 16 29. The term "REPAIRS" refers to any actions taken to fix or address physical issues,
17 damages, or DEFECTIVE OR HAZARDOUS CONDITIONS at the PROPERTY.
- 18 30. The term "TENANCY" refers to the entire duration during which DEFENDANT has
19 resided in the PROPERTY, under any lease, rental agreement, or other arrangement with
20 PLAINTIFF.
- 21 31. The terms "YOU," "YOUR," or "YOURS" mean PLAINTIFF and all agents, employees,
22 representatives, attorneys, investigators, and any other PERSON acting on PLAINTIFF'S
23 behalf.
- 24 32. Unless otherwise specified, the applicable time period for these Interrogatories is the
25 period of DEFENDANT'S TENANCY, plus one month before and one month after the
26 TENANCY if it has ended.
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SPECIAL INTERROGATORIES

SPECIAL INTERROGATORY NO. 1: State the date on which the RENTAL AGREEMENT between YOU and the DEFENDANT was executed.

SPECIAL INTERROGATORY NO. 2: IDENTIFY all DOCUMENTS that evidence the alleged service of the NOTICE on DEFENDANT.

SPECIAL INTERROGATORY NO. 3: IDENTIFY all REPAIRS made at PREMISES during DEFENDANT’S TENANCY at PREMISES

SPECIAL INTERROGATORY NO. 4: STATE all actions YOU took to address DEFENDANT’S REPAIR REQUESTS in 2024

SPECIAL INTERROGATORY NO. 5: STATE all actions YOU took to address DEFENDANT’S REPAIR REQUESTS in 2025

SPECIAL INTERROGATORY NO. 6: State the date on which YOU first formed the intent to have Robert L. Fernandez move into the PREMISES.

SPECIAL INTERROGATORY NO. 7: Describe in detail all facts that support YOUR contention that Robert L. Fernandez intended to move into the PREMISES at the time the NOTICE was served.

SPECIAL INTERROGATORY NO. 8: IDENTIFY all DOCUMENTS that support YOUR contention that Robert L. Fernandez intended to move into the PREMISES at the time the NOTICE was served.

SPECIAL INTERROGATORY NO. 9: State the current address of Robert L. Fernandez.

SPECIAL INTERROGATORY NO. 10: State the name and address of any ASSISTED LIVING FACILITY in which Robert L. Fernandez resided at any time between July 2024 and January 2025.

SPECIAL INTERROGATORY NO. 11: State the date on which YOU first became aware that DEFENDANT submitted REPAIR REQUESTS CONCERNING water intrusion at the PREMISES.

SPECIAL INTERROGATORY NO. 12: IDENTIFY all PERSONS who received or responded to DEFENDANT'S REPAIR REQUESTS made between September 2024 and January 2025.

SPECIAL INTERROGATORY NO. 13: State whether YOU were aware, at the time the NOTICE was served, that DEFENDANT had submitted a COMPLAINT to the California Civil Rights Department CONCERNING the PREMISES.

SPECIAL INTERROGATORY NO. 14: State whether YOU were aware, at the time the NOTICE was served, that DEFENDANT had submitted a COMPLAINT to the Los Angeles County Department of Public Health CONCERNING the PREMISES.

SPECIAL INTERROGATORY NO. 15: State all reasons why YOU served the NOTICE on or about January 30, 2025.

SPECIAL INTERROGATORY NO. 16: State all the reasons you gave DEFENDANT's for wanting them to vacate premises prior to serving them with the NOTICE

SPECIAL INTERROGATORY NO. 17: Describe in detail how YOU and any PERSON acting on YOUR behalf responded to DEFENDANT'S REPAIR REQUESTS made between September 2024 and January 2025.

1 **SPECIAL INTERROGATORY NO. 18:** IDENTIFY all DOCUMENTS referencing or
2 CONCERNING communications between PLAINTIFF and DEFENDANT between January 1,
3 2025, and January 30, 2025.

4 **SPECIAL INTERROGATORY NO. 19:** State whether YOU believe DEFENDANT'S
5 REPAIR REQUESTS and COMPLAINTS to government agencies were PROTECTED
6 ACTIVITY under California law.

7 **SPECIAL INTERROGATORY NO. 20:** State whether YOU were aware, at the time the
8 NOTICE was served, that DEFENDANT had complained about water intrusion at the
9 PREMISES.

10 **SPECIAL INTERROGATORY NO. 21:** IDENTIFY the date YOU first received a REPAIR
11 REQUEST from DEFENDANT CONCERNING water intrusion at the PREMISES.

12 **SPECIAL INTERROGATORY NO. 22:** IDENTIFY all REPAIR REQUESTS received from
13 DEFENDANT between September 1, 2024, and January 30, 2025.

14 **SPECIAL INTERROGATORY NO. 23:** Describe all actions YOU took in response to
15 DEFENDANT'S REPAIR REQUESTS referenced in Interrogatory No. 22.

16 **SPECIAL INTERROGATORY NO. 24:** State whether YOU received any written
17 communication from DEFENDANT between January 25, 2025, and January 30, 2025.

18 **SPECIAL INTERROGATORY NO. 25:** If YOU received any written communication from
19 DEFENDANT between January 25, 2025, and January 30, 2025, IDENTIFY the DOCUMENT
20 and state the date it was received.

21 **SPECIAL INTERROGATORY NO. 26:** State whether the NOTICE was prepared or served
22 in response to any communication from DEFENDANT regarding REPAIRS, water intrusion, or
23 habitability.
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1 **SPECIAL INTERROGATORY NO. 27:** State whether YOU believe that DEFENDANT’S
2 habitability-related COMPLAINTS were a motivating factor in YOUR decision to serve the
3 NOTICE.
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5 **SPECIAL INTERROGATORY NO. 28:** IDENTIFY all PERSONS involved in the
6 preparation, drafting, or service of the NOTICE..
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8 **SPECIAL INTERROGATORY NO. 29:** State whether YOU or any PERSON acting on
9 YOUR behalf made any statements expressing frustration, concern, or annoyance about
10 DEFENDANT’S REPAIR REQUESTS or COMPLAINTS before the NOTICE was served.
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12 **SPECIAL INTERROGATORY NO. 30:** IDENTIFY all DOCUMENTS CONCERNING any
13 complaints, comments, or statements made by PLAINTIFF, PROPERTY MANAGER, or their
14 agents CONCERNING DEFENDANT’S REPAIR REQUESTS or COMPLAINTS made
15 between September 2024 and January 2025.

16 Date: 5/20/2025

16 Respectfully,

17
18 *Dagmawi Teshale*

19 Dagmawi Teshale
20 Attorney for Defendant
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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.

Dagmawi Teshale

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