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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
REQUEST FOR ADMISSION TO
PLAINTIFF BRADFORD M. MARTINEZ**

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

TO PLAINTIFF AND THEIR ATTORNEYS OF RECORD HEREIN:

PLEASE TAKE NOTICE THAT Pursuant to Section 2033.010, *et seq.* of the California Code of Civil Procedure, Defendant Jennifer Burbank (hereafter "Defendant") hereby demands that Bradford M. Martinez, (hereafter "Plaintiff) admit or deny the following allegations within five (5) days and respond in writing to Teshale Law, PC at 5150 E. Pacific Coast Hwy, Ste 200 Long Beach, CA 90804, or via email to dteshale@teshalelaw.com

Pursuant to California Code of Civil Procedure section §2033.210, Plaintiff shall respond in writing under oath separately to each request or set forth an objection to the particular request. Each answer in response shall be as "complete and straight forward as the information

1 reasonably available to the responding party permits.” Moreover, each response shall comply
2 with the strict requirements of section §2033.010 et seq. Additionally, Defendant formally gives
3 notice of their intent to recover expenses incurred in proving matters not admitted by Plaintiff
4 that Defendant later proves the truth, pursuant to Code of Civil Procedure section §2033.420.
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6 **DEFINITIONS**

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8 1. The term "APARTMENT COMPLEX" shall mean any residential building or group of
9 buildings within a contiguous or non-contiguous property, managed or owned by the
10 same entity or individual, which contains multiple individual housing units available for
11 rent or lease to tenants. This definition includes, but is not limited to, any associated
12 common areas, facilities, and amenities provided for the use of the tenants residing within
13 such units.
- 14 2. The term "CASH PAYMENT" means any PAYMENT made in currency, directly from
15 the DEFENDANT to the landlord, without the use of checks or electronic transfers.
- 16 3. The term “CASE” means the Court Case associated with the following Case Number
17 25PDUD00999.
- 18 4. The term "COMPLAINTS" refers to any grievances or issues raised by the
19 DEFENDANT regarding the condition or management of the rental PROPERTY and/or
20 APARTMENT COMPLEX.
- 21 5. The term “CONCERNING” means referring to, relating to, supporting, describing,
22 reflecting, constituting, or in any other way referencing.
- 23 6. The term “DEFENDANT” or “DEFENDANTS” means the named Defendant(s) in this
24 CASE.
- 25 7. The term "DEFECTIVE OR HAZARDOUS CONDITIONS" refers to any conditions that
26 make the property unfit for habitation or pose a risk to health and safety, including but
27 not limited to those specified in California Civil Code § 1941.1 and Health and Safety
28 Code § 17920.3(a) & (b).

- 1 8. The term "DOCUMENT" means handwriting, typewriting, printing, photostating,
2 photographing, photocopying, transmitting by electronic mail or facsimile, and every
3 other means of recording upon any tangible thing, any form of communication or
4 representation, including letters, words, pictures, sounds, or symbols, or combinations
5 thereof, and any record thereby created, regardless of the manner in which the record has
6 been stored.
- 7 9. The term "IDENTIFY" means to state the name, address, and telephone number of the
8 person, or, if a company or entity, the name of the organization; and if a DOCUMENT,
9 then provide a description of the document and identify its current custodian.
- 10 10. The term "INSPECTIONS" means any examinations or assessments of the rental
11 property conducted by the landlord, PROPERTY MANAGER, or government agencies
12 during the DEFENDANT'S TENANCY.
- 13 11. The term "LEGAL ACTIONS" refers to any lawsuits, claims, or legal proceedings
14 initiated or faced by the DEFENDANT related to the TENANCY.
- 15 12. The term "REPAIR REQUESTS" means any communications or requests made by the
16 DEFENDANT to PLAINTIFF regarding the need for REPAIRS or upkeep of the rental
17 property.
- 18 13. The term "NON-PAYMENT" refers to the failure of the DEFENDANT to make the
19 required RENT or other PAYMENTS as specified in the RENTAL AGREEMENT.
- 20 14. The term "NOTICE" means the notice which PLAINTIFF attached as Exhibit "2" to its
21 complaint in this CASE.
- 22 15. The term "JCO" refers to the Los Angeles Just Cause Ordinance, Los Angeles Municipal
23 Code (LAMC) § 151.00 et seq. and any amendments thereto.
- 24 16. The term "SCEP FEES" refers to the Systematic Code Enforcement Program fees
25 required under LAMC § 161.352.
- 26 17. The term "NOTICE OF VIOLATION" refers to any citation or notice of violation, or
27 substandard order from a government agency sent to PLAINTIFF.
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- 1 18. The term "PAYMENTS" refers to any form of financial transactions made by the
2 DEFENDANT to PLAINTIFF, including rent and other fees as specified in the RENTAL
3 AGREEMENT.
- 4 19. The term "PROTECTED ACTIVITY" refers to any action taken by DEFENDANT that is
5 legally protected under California law, including requesting repairs, reporting habitability
6 violations, asserting rights under the JCO, or using a lawful source of income to pay rent.
- 7 20. The term "PERSONS" includes any natural person, firm, association, organization,
8 partnership, business, trust, corporation, or public entity involved in the context of the
9 interrogatories.
- 10 21. The term "PLAINTIFF" or "PLAINTIFFS" means the named Plaintiffs in this CASE and
11 any and all other persons or entities with any ownership in the PREMISES, as well as
12 PLAINTIFF's agents, employees, relatives, attorneys, and anyone acting on their behalf.
- 13 22. The term "PREMISES" or "PROPERTY" refers to the house, room, or unit that
14 DEFENDANT occupies and for which possession is in dispute in this CASE.
- 15 23. The term "PROPERTY MANAGER" means any individual or company responsible for
16 managing the rental property on behalf of the landlord.
- 17 24. The term "PROPERTY MAINTENANCE" means any activities undertaken to preserve,
18 repair, or improve the rental property during the DEFENDANT'S TENANCY.
- 19 25. The term "RENT" refers to the periodic payment that the DEFENDANT is required to
20 pay to the landlord as stipulated in the RENTAL AGREEMENT.
- 21 26. The term "RENT COLLECTION" refers to the process of collecting RENT from the
22 DEFENDANT by the landlord or PROPERTY MANAGER.
- 23 27. The term "RENTAL AGREEMENT" means any written or verbal agreement, contract, or
24 lease between the landlord and tenant outlining the terms and conditions of the tenancy,
25 including the rent amount, payment schedule, and responsibilities of both parties.
- 26 28. The term "REPAIRS" refers to any actions taken to fix, restore, repair, or maintain
27 PREMISES.
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1 29. The term "TENANCY" means the period and terms under which the DEFENDANT
2 occupies or occupied the rental property under the RENTAL AGREEMENT.

3 30. Unless referred to specifically by name, the terms "YOU", "YOUR" or "YOURS" mean
4 PLAINTIFF and all agents, employees, insurance agents and/or representatives,
5 investigators, or servants acting or purporting to act on behalf of PLAINTIFF.
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7 31. Unless otherwise specified, the applicable time period for these interrogatories is the
8 period of the tenant's occupancy of the apartment(s), plus one month before such
9 occupancy and one month afterward if the TENANT has vacated.

10 32. The term "ASSISTED LIVING FACILITY" refers to any residence or facility that
11 provides personal care, supervision, and limited health-related services to individuals
12 who require assistance with activities of daily living, including but not limited to memory
13 care facilities, skilled nursing homes, or any full-time residential care facility for elderly
14 individuals.

15 **REQUESTS FOR ADMISSION**

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17 **REQUEST FOR ADMISSION NO. 1.** Admit that PLAINTIFF is not the owner of the
18 PROPERTY.

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20 **REQUEST FOR ADMISSION NO. 2.** Admit that prior to June 2024, PLAINTIFF had not
21 informed DEFENDANT of any intent to recover possession of the PREMISES.

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23 **REQUEST FOR ADMISSION NO. 3.** Admit that on or about June 19, 2024, PLAINTIFF
24 served DEFENDANT with a notice of non-renewal of the RENTAL AGREEMENT.

25
26 **REQUEST FOR ADMISSION NO. 4.** Admit that the June 19, 2024 notice of non-renewal
27 stated that DEFENDANT had violated the RENTAL AGREEMENT by allegedly modifying a
28 bathroom and keeping a pet.

REQUEST FOR ADMISSION NO. 5. Admit that the June 19, 2024 notice of non-renewal did not state that PLAINTIFF or PLAINTIFF's relative intended to move into the PREMISES.

REQUEST FOR ADMISSION NO. 6. Admit that the NOTICE served on or about January 30, 2025, was the first written communication to DEFENDANT stating that Robert L. Fernandez intended to occupy the PREMISES.

REQUEST FOR ADMISSION NO. 7. Admit that DEFENDANT submitted written REPAIR REQUESTS to PLAINTIFF or the PROPERTY MANAGER in September 2024 concerning water intrusion at the PREMISES.

REQUEST FOR ADMISSION NO. 8. Admit that DEFENDANT submitted additional REPAIR REQUESTS between December 2024 and January 2025 concerning unresolved issues at the PREMISES.

REQUEST FOR ADMISSION NO. 9. Admit that PLAINTIFF did not complete REPAIRS to address water intrusion at the PREMISES before serving the NOTICE.

REQUEST FOR ADMISSION NO. 10. Admit that DEFENDANT submitted a COMPLAINT to the California Civil Rights Department in or about September 2024 regarding the condition of the PREMISES.

REQUEST FOR ADMISSION NO. 11. Admit that DEFENDANT submitted a COMPLAINT to the Los Angeles County Department of Public Health in or about October 2024 regarding the condition of the PREMISES.

REQUEST FOR ADMISSION NO. 12. Admit that DEFENDANT followed up in writing with PLAINTIFF regarding REPAIRS to the PREMISES on or about January 28, 2025.

REQUEST FOR ADMISSION NO. 13. Admit that PLAINTIFF served the NOTICE within three days after DEFENDANT's January 2025 follow-up communication requesting REPAIRS.

REQUEST FOR ADMISSION NO. 14. Admit that DEFENDANT's habitability-related COMPLAINTS and REPAIR REQUESTS constitute PROTECTED ACTIVITY under California law.

REQUEST FOR ADMISSION NO. 15. Admit that PLAINTIFF had knowledge of DEFENDANT's written COMPLAINT to the California Civil Rights Department before serving the NOTICE.

REQUEST FOR ADMISSION NO. 16. Admit that PLAINTIFF had knowledge of DEFENDANT's written COMPLAINT to the Los Angeles County Department of Public Health before serving the NOTICE.

REQUEST FOR ADMISSION NO. 17. Admit that no DOCUMENT served by PLAINTIFF prior to January 30, 2025, referenced any intention by Robert L. Fernandez to move into the PREMISES.

REQUEST FOR ADMISSION NO. 18. Admit that the reasons given in the June 2024 non-renewal notice are different from the reasons given in the January 2025 NOTICE.

REQUEST FOR ADMISSION NO. 19. Admit that DEFENDANT was in possession of the PREMISES for more than three years before the NOTICE was served.

REQUEST FOR ADMISSION NO. 20. Admit that PLAINTIFF has not produced any DOCUMENT confirming a scheduled move-in date for Robert L. Fernandez.

REQUEST FOR ADMISSION NO. 21. Admit that the PREMISES contains multiple flights of stairs.

REQUEST FOR ADMISSION NO. 22. Admit that Robert L. Fernandez is currently residing in a full-time assisted living facility.

Date: 5/20/2025

Respectfully,

Dagmawi Teshale

Dagmawi Teshale, Esq
Attorney for Defendant

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY LOS ANGELES

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

On **May 20, 2025** I, Dagmawi Teshale, served true copies of the following document(s) described as **DEFENDANT' JENNIFER BURBANK'S REQUEST FOR ADMISSION TO PLAINTIFF BRADFORD M. MARTINEZ** on the interested parties in this action as follows:

[SEE ATTACHED SERVICE LIST]

____ **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and deposited the envelope in the ordinary course of business with the United States Postal Service, in a sealed envelope; with postage fully prepaid.

____ **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.

____ **BY ELECTRONIC TRANSMISSION:** I transmitted a PDF version of this document by electronic mail to the party(s) identified on the attached service list using the e-mail address(es) indicated.

 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

 X **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

____ **(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, California.

Dagmawi Teshale

SERVICE LIST

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ATTORNEY FOR THE PLAINTIFF

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