

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Northeast District, Pasadena Courthouse, Department R

**25PDUD00999**

**BRADFORD M. MARTINEZ, et al. vs JENNIFER BURBANK,  
et al.**

July 8, 2025

1:30 PM

Judge: Honorable Jerry B. Marshak  
Judicial Assistant: A. Galindo  
Courtroom Assistant: None

CSR: None  
ERM: Electronically Recorded  
Deputy Sheriff: McClendon

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**APPEARANCES:**

For Plaintiff(s): Anthony Marinaccio

For Defendant(s): Dagmawi Teshale

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**NATURE OF PROCEEDINGS:** Hearing on Motion for Summary Judgment

The matter is called for hearing.

Court and counsel confer regarding the Motion.

Plaintiff's request for Judicial Notice is Granted as to number 1 and Denied as to numbers 2-3.

The Court has considered all briefing and declarations by both sides.

The Court finds the Notice to Quit specifically alleges that the property at issue is subject to Tenant Protection Act and Plaintiff's arguments to the contrary in its opposition are unavailing.

Plaintiff admits via interrogatory responses 74.1 and 74.2, attached to declaration in moving papers, that Tenant Protection Act Applies and its supplemental responses do not alter this.

Notice to Quit states that Tenant Protection Act applies and that Defendant is entitled to relocation assistance pursuant to CCP § 1946.2(d)(3): "Landlord agrees to waive last month's rent." Defendant argues in its moving papers that this is insufficient, pursuant CCP § 1946.2(d)(2), which requires: "If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy." These are two distinct clauses: (1) state the amount of rent waived; and (2) state that no rent is due for the final month of the tenancy. The Notice to Quit sufficiently stated the second clause but not the first.

CCP § 1946.2(d)(4): "An owner's failure to strictly comply with this subdivision shall render the notice of termination void."

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Plaintiff's arguments that Tenant Protection Act does not apply because of notice requirements given in CCP § 1946.2(e)(8)(B)(iii) is not shown because Plaintiff's evidence demonstrates that such notice was not provided with the rental agreement in 2023, as admitted by Plaintiff. Plaintiff's attempts to cure this in 2024 -- during the tenancy -- are not availing.

For these reasons, the Notice to Quit is legally insufficient and judgment is proper for Defendant.

The Motion for Summary Judgment filed by James Burbank, Jennifer Burbank on 07/01/2025 is Granted.

Court orders judgment entered for Defendant Jennifer Burbank and Defendant James Burbank against Plaintiff Bradford M. Martinez, Plaintiff Vicky L. Martinez and Plaintiff Gail Diane Calhoun AKA Gail Diane Houser on the Complaint filed by Bradford M. Martinez, et al. on 04/01/2025 for a total of \$0.00.

Notice is waived.