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10 Gail Diane Houser

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES, PASADENA COURTHOUSE**
14

15 BRADFORD M. MARTINEZ, VICKI L.
16 MARTINEZ, AND GAIL DIANE CALHOUN
17 AKA GAIL DIANE HOUSER,

18 Plaintiffs,

19 vs

20 JENNIFER BURBANK AND JAMES
21 BURBANK,

22 Defendants.

Case No. 25PDUD00999

[Assigned for All Purposes to the Hon. Jerry
B. Marshak, Dept. R]

**PLAINTIFFS REQUEST FOR
ADMISSIONS TO DEFENDANT JAMES
BURBANK (SET NO. 1)**

PROPOUNDING PARTY: PLAINTIFF, BRADFORD M. MARTINEZ

RESPONDING PARTY: DEFENDANT, JAMES BURBANK

SET NO: One

PLEASE TAKE NOTICE that BRADFORD M. MARTINEZ, ("Propounding Party")
hereby requests that you respond to the following Requests for Admission separately and fully,
in writing, and under oath pursuant to Code of Civil Procedure § 2030.010, *et seq.*, within 5 days
after service. Bear in mind, an interrogatory is not objectionable because an answer to it
involves an opinion or contention that relates to fact or the application of law to fact, or would be

1 based on information obtained or legal theories developed in anticipation of litigation or in
2 preparation for trial. Code of Civil Procedure § 2030.010(b).

3 **DEFINITIONS**

4 1. The word “YOU,” “YOUR” “YOURS,” and “YOURSELF” shall each refer to
5 Defendant, James Burbank, including James Burbank’s past and present agents,
6 representatives, assigns, and anyone directing James Burbank’s actions in the matter bearing
7 case number 25PDUD00999(“ACTION”).
8

9 2. The phrase “PROPOUNDING PARTY” shall mean Plaintiff, BRADFORD M.
10 MARTINEZ, and shall include any of BRADFORD M. MARTINEZ’s representatives,
11 employees, agents, or assigns as well as any parties directing BRADFORD M. MARTINEZ’s
12 actions in this ACTION.

13 3. The word “COMMUNICATIONS” shall mean any document, oral statement, meeting
14 or conference, formal or informal, at any time or place and under any circumstances
15 whatsoever, whereby information of any nature was stated, written, recorded or in any matter
16 transmitted or transferred.

17 4. The word “DOCUMENT” and “DOCUMENTS” shall mean any and all “writings,” as
18 the term is defined in California Evidence Code Section 250 and California Code of Civil
19 Procedure Section 2031.010, including, but not limited to any tangible items which contain
20 handwriting, typewriting, printing, photostatic reproduction, photographic reproduction,
21 electronic reproduction, and any other form of communications or representations whether
22 produced, reproduced, or stored on paper, cards, tapes, discs, belts, charts, films (including
23 microfilm or microfiche), computer storage devices or any other medium or recordation that are
24 in YOUR possession, custody or control, or the possession, custody, or control of any of
25 YOUR agents, attorneys, accountants, or representatives.
26

27 5. The word “PERSON” or “PERSONS” is defined consistent with California Evidence
28 Code Section 175 and shall mean and include any natural person, corporation, partnership, sole

1 proprietorship, organization, association, federation, governmental entity or association, or any
2 other kind of entity.

3 6. The terms “CONCERNING” and “REGARDING” means relating to, referring
4 to, describing, evidencing, or constituting.

5 7. The term “SUPPORT” means to provide a factual or evidentiary basis for a
6 claim, assertion, or legal position.

7 8. The word “COMPLAINT” shall mean the ACTION’s underlying Complaint
8 that Plaintiff filed on or about April 1, 2025, in the Superior Court of California, for the County
9 of Los Angeles.

10 9. The word “NOTICE” shall mean the 60 – Day Notice to quit which was
11 attached to the complaint as exhibit 2 dated January 29, 2025.

12 11. The word “LEASE” shall mean the Residential Lease or Month-to-Month
13 Rental Agreement, bearing a commencement date of September 8, 2023 pursuant to which
14 YOU occupy the PREMISES. Attached hereto as Exhibit 1 is a true and correct copy of the
15 LEASE.

16 12. The word “RENT” shall mean the amount of money due monthly from YOU in
17 exchange for which YOU are granted the right to occupy the PREMISES that are the subject of
18 this ACTION.

19 13. The term “PREMISES” shall mean the real property commonly known as 518
20 North Stoneman Avenue, Alhambra CA 91801.

21 14. The term “REPAIRS” shall mean any work to correct, change, clean,
22 ameliorate, or otherwise fix the PREMISES.

23 15. The term “CONTACT INFORMATION” shall mean all contact information
24 within the Responding Party’s possession, custody, or control, including, but not limited to
25 personal phone numbers, business phone numbers, e-mail addresses, and mailing addresses.
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1 16. The term “HABITABILITY” shall mean the physical condition of a residential
2 living space, including but not limited to, the condition of doors and walls, the accumulation of
3 mold, and infestation of vermin and rodents.

4 17. The term “HOUSING AUTHORITY” is defined as any municipal or county
5 agency or other government institution tasked with regulation and inspection of residential
6 properties, such as the County of Los Angeles or the Los Angeles Housing Community
7 Investment Department.

8 18. The terms “all,” “any,” and “each” shall be construed as encompassing any and
9 all.

10 19. The connectives “and” and “or” shall be construed either disjunctively or
11 conjunctively as necessary to bring within the scope of the discovery request all responses that
12 might otherwise be construed to be outside of its scope.

13 20. The use of the singular form of any word includes the plural and *vice versa*.

14 21. All definitions construed herein will retain their meaning irrespective of whether
15 they are capitalized in the requests below.

16
17 **REQUESTS FOR ADMISSION**

18 **DEFINITIONS**

19 10. The word “YOU,” “YOUR” “YOURS,” and “YOURSELF” shall each refer to
20 Defendant, James Burbank, including James Burbank’s past and present agents,
21 representatives, assigns, and anyone directing Jennifer Burbank’s actions in the matter bearing
22 case number 25PDUD00999 (“ACTION”).

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25 employees, agents, or assigns as well as any parties directing BRADFORD M. MARTINEZ’s
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15 mold, and infestation of vermin and rodents.

16 17. properties, such as the County of Los Angeles or the Los Angeles Housing
17 Community Investment Department.

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19 all.

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21 conjunctively as necessary to bring within the scope of the discovery request all responses that
22 might otherwise be construed to be outside of its scope.

23 20. The use of the singular form of any word includes the plural and *vice versa*.

24 21. All definitions construed herein will retain their meaning irrespective of whether
25 they are capitalized in the requests below.

26
27 **REQUESTS FOR ADMISSION**
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1. Admit that YOU entered into a LEASE to occupy the PREMISES. Attached hereto as Exhibit 1 is a true and correct copy of the LEASE.
2. Admit that YOU have no evidence to SUPPORT your contention in your Answer that the NOTICE was served in retaliation.
3. Admit that the second paragraph in the NOTICE states “This Notice is being served [...] because the Landlord seeks in good faith to occupy the residential real property by the owner’s father Robert L. Fernandez.” Attached hereto as Exhibit 2 is a true and correct copy of the NOTICE.
4. Admit that the fifth paragraph in the NOTICE states “You are entitled to relocation assistance [...] Landlord agrees to waive last month’s rent.” Attached hereto as Exhibit 2 is a true and correct copy of the NOTICE.
5. Admit that YOU did not pay RENT to PROPOUNDING PARTY for the PREMISES REGARDING the month of March 2025.
6. Admit that PROPOUNDING PARTY made REPAIRS at the PREMISES REGARDING a clogged toilet on or about November 22, 2023. Attached hereto as Exhibit 3 is a true and correct copy of a text exchange between YOU and PROPOUNDING PARTY confirming REPAIRS were made.
7. Admit that the clogged toilet in the PREMISES referenced in Exhibit 3 was caused by a large quantity of baby wipes clogging the drain line.
8. Admit that there was a toilet leak in the master bedroom which was reported by YOU to PROPOUNDING PARTY on May 30, 2024. Attached hereto as Exhibit 4 is a true and correct copy of a text exchange between YOU and PROPOUNDING PARTY REGARDING the toilet leak.
9. Admit that PROPOUNDING PARTY came to the PREMISES the same day to REPAIR the leak in the PREMISES referenced in Exhibit 4.
10. Admit that PROPOUNDING PARTY followed up with YOU REGARDING REPAIRS performed at the PREMISES on or about June 10, 2024 referenced in exhibit 4.

1 11. Admit that PROPOUNDING PARTY received confirmation from YOU that the leak
2 referenced in Exhibit 4 was no longer present.

3 12. Admit that several attempts were made by PROPOUNDING PARTY to set up a date to
4 REPAIR the leaks in the garage.

5 13. Admit that on or about February 27, 2025, steps were taken to find the cause of the leak.
6 Attached hereto as Exhibit 5 is a true and correct copy of an invoice reflecting the
7 REPAIRS that were performed.

8 Admit that COMMUNICATION was sent to you on or about March 6, 2025 updating YOU on
9 the status of requested repairs. Attached hereto as Exhibit 6 is a true and correct copy of the said
10 email.

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12
13 Dated: June 6, 2025

14 *Anthony Marinaccio*
15 _____
16 ANTHONY MARINACCIO
17 Attorney for the Plaintiffs
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