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6 Attorneys for Defendants,  
7 BRAD MARTINEZ; VICKI MARTINEZ;  
GAIL D. CALHOUN, AS TRUSTEE OF THE GAIL D. CALHOUN FAMILY TRUST; and  
8 LOTUS PROPERTY SERVICES, INC., Erroneously named as LOTUS PROPERTY  
MANAGEMENT, INC.

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES – ALHAMBRA COURTHOUSE**

12 JAMES BURBANK, an individual;  
13 JENNIFER BURBANK, an individual;

14 Plaintiffs,

15 vs.

16 BRAD MARTINEZ, an individual; VICKI  
MARTINEZ, an individual; GAIL D.  
17 CALHOUN, as TRUSTEE of the GAIL D.  
CALHOUN FAMILY TRUST; LOTUS  
18 PROPERTY MANAGEMENT, INC.; BRIAN  
GORDON, an individual; SALLY  
19 GUTIERREZ, an individual; GRACE  
CHENG, an individual; DOES 1 – 50,  
20 inclusive;

21 Defendants.

CASE NO: 24NNCV06082

*Assigned for All Purposes to:*  
*Hon. Sarah J. Heidel. – Dept. V*

**DEFENDANT LOTUS PROPERTY  
SERVICES, INC.’S NOTICE OF  
DEMURRER AND DEMURRER TO  
PLAINTIFFS’ COMPLAINT;  
MEMORANDUM OF POINTS AND  
AUTHORITIES**

Date: October 28, 2025

Time: 8:30 a.m.

Dept.: V

Reservation No.: 079298850033

*Trial Date: None Set*

*Complaint Filed: November 25, 2024*

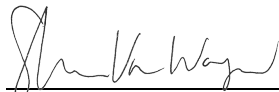
22  
23  
24  
25 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

26 **PLEASE TAKE NOTICE THAT** on October 28, 2025, at 8:30 a.m., or as soon thereafter  
27 as counsel may be heard, in Department V of the above-captioned Court, located at 150 W.  
28 Commonwealth Ave., Alhambra, California 91801, Defendant LOTUS PROPERTY SERVICES,

1 INC. will and hereby does demur to the Complaint filed by Plaintiffs JAMES BURBANK and  
2 JENNIFER BURBANK pursuant to Sections 430.10, *et seq.*, of California Code of Civil  
3 Procedure.

4 DATED: August 21, 2025

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

6  
7 By:   
8 Lane E. Webb, Esq.  
9 Shanna M. Van Wagner, Esq.  
10 Attorneys for Defendants,  
11 BRAD MARTINEZ; VICKI MARTINEZ; GAIL  
12 D. CALHOUN, AS TRUSTEE OF THE GAIL  
13 D. CALHOUN FAMILY TRUST; and LOTUS  
14 PROPERTY SERVICES, INC.  
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**DEMURRER**

Pursuant to Sections § 430.10, *et seq.*, of the California Code of Civil Procedure, Defendant LOTUS PROPERTY SERVICES, INC. (“Defendant”) generally demurs to the Complaint filed by Plaintiffs JAMES BURBANK and JENNIFER BURBANK on the following grounds:

**DEMURRER TO FIRST CAUSE OF ACTION**

Defendant generally demurs to the First Cause of Action on the basis that it fails to state facts sufficient to constitute a cause of action against Defendant. (*See* Cal. Code Civ. Proc. § 430.10(e).)

**DEMURRER TO SECOND CAUSE OF ACTION**

Defendant generally demurs to the Second Cause of Action on the basis that it fails to state facts sufficient to constitute a cause of action against Defendant. (*See* Cal. Code Civ. Proc. § 430.10(e).)

**DEMURRER TO THIRD CAUSE OF ACTION**

Defendant generally demurs to the Third Cause of Action on the basis that it fails to state facts sufficient to constitute a cause of action against Defendant. (*See* Cal. Code Civ. Proc. § 430.10(e).)

**DEMURRER TO FOURTH CAUSE OF ACTION**

Defendant generally demurs to the Fourth Cause of Action on the basis that it fails to state facts sufficient to constitute a cause of action against Defendant. (*See* Cal. Code Civ. Proc. § 430.10(e).)

**DEMURRER TO FIFTH CAUSE OF ACTION**

Defendant generally demurs to the Fifth Cause of Action on the basis that it fails to state facts sufficient to constitute a cause of action against Defendant. (*See* Cal. Code Civ. Proc. § 430.10(e).)

**DEMURRER TO SIXTH CAUSE OF ACTION**

Defendant generally demurs to the Sixth Cause of Action on the basis that it fails to state facts sufficient to constitute a cause of action against Defendant. (*See* Cal. Code Civ. Proc. §

1 430.10(e).)

2 **DEMURRER TO SEVENTH CAUSE OF ACTION**

3 Defendant generally demurs to the Seventh Cause of Action on the basis that it fails to state  
4 facts sufficient to constitute a cause of action against Defendant and that the pleading is uncertain.  
5 (*See* Cal. Code Civ. Proc. § 430.10(e)(f).)

6 **WHEREFORE**, Defendant prays that:

- 7 1. The Demurrer to the First Cause of Action be sustained without leave to amend;
- 8 2. The Demurrer to the Second Cause of Action be sustained without leave to amend;
- 9 3. The Demurrer to the Third Cause of Action be sustained without leave to amend;
- 10 4. The Demurrer to the Fourth Cause of Action be sustained without leave to amend;
- 11 5. The Demurrer to the Fifth Cause of Action be sustained without leave to amend;
- 12 6. The Demurrer to the Sixth Cause of Action be sustained without leave to amend;
- 13 7. The Demurrer to the Seventh Cause of Action be sustained without leave to amend
- 14 8. The Court enter an order dismissing the action against Defendant;
- 15 9. The Defendant be awarded the costs of this action; and
- 16 10. The Court grant such other and further relief as the Court may deem proper.

17 DATED: August 21, 2025

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

18  
19  
20 By: 

Lane E. Webb, Esq.  
Shanna M. Van Wagner, Esq.  
Attorneys for Defendants,  
BRAD MARTINEZ; VICKI MARTINEZ; GAIL  
D. CALHOUN, AS TRUSTEE OF THE GAIL  
D. CALHOUN FAMILY TRUST; and LOTUS  
PROPERTY SERVICES, INC.

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This case is a habitability matter. Plaintiffs JAMES BURBANK and JENNIFER  
4 BURBANK (hereinafter referred to as “Plaintiffs”) allege that their rented condominium unit was  
5 uninhabitable and caused them injuries. Plaintiffs filed their complaint for damages on November  
6 25, 2024. The Complaint consists of seven causes of action for: (1) tortious breach of warranty of  
7 habitability; (2) breach of the covenant of quiet enjoyment; (3) nuisance; (4) Business &  
8 Professions Code § 17200 et seq.; (5) negligence; (6) breach of contract; and (7) declaratory relief.  
9 The named Defendants are the owners and a short-term property management company.

10 Here, the Complaint states facts sufficient to constitute a cause of action against Defendant,  
11 either directly or by reasonable inference. Defendant LOTUS PROPERTY SERVICES, INC. only  
12 served as the property manager for less than three months.

13 Defendant demurs to all seven causes of action of Plaintiffs’ Complaint on the grounds that  
14 no cause of action states facts sufficient to constitute a cause of action against the Defendant.

15 **II. MEET AND CONFER EFFORTS PRIOR TO FILING MOTION**

16 On July 23, 2025, Defendant’s counsel filed a Notice of Inability to Meet and Confer with  
17 counsel, which provided a thirty-day extension of time to respond to Plaintiffs’ complaint.  
18 (Declaration of Shanna M. Van Wagner, (“SMV Decl.”), ¶ 3.)

19 On July 25, 2025, Defendant’s counsel sent a meet and confer letter to Plaintiffs’ counsel  
20 which outlined the intended demurer on the grounds that the Complaint failed to allege any facts  
21 sufficient to sustain the causes of action against Defendant. (SMV Decl., ¶ 4.) Additionally, this  
22 correspondence outlined the intended motion to strike on the grounds that the Complaint fails to  
23 allege any ultimate or specific facts to sustain the claim for punitive damages. (*Id.*)

24 On July 31, 2025, a representative from Plaintiffs’ counsel informed us that the letter was  
25 “under review.” (SMV Decl., ¶ 5.)

26 On August 19, 2025, Defendant’s counsel requested a response to whether Plaintiffs would  
27 amend their Complaint. (*Id.*) To date, Defendant’s counsel received no response. (*Id.*)

1 **III. LEGAL STANDARD FOR DEMURRER**

2 A party against whom a complaint has been filed may object by demurrer on grounds that  
3 the pleading “does not state facts sufficient to constitute a cause of action.” (Cal. Code Civ. Proc.  
4 § 430.10(e).) A demurrer “may be taken to the whole complaint . . . or to any of the causes of action  
5 stated therein.” (Cal. Code Civ. Proc. § 430.50(a).) California courts hold that “[a] general  
6 demurrer is concerned with the question of whether the facts pleaded constitute a cause of action,  
7 and is properly sustained only in those instances where no cause of action at all is shown by the  
8 complaint.” (*Los Angeles County v. Read* (1961) 193 Cal.App.2d 748, 751 (internal citations  
9 omitted); *see Ojavan Investors, Inc. v. California Coastal Com.* (1997) 54 Cal.App.4th 373, 384 n.8  
10 (noting general demurrer “points out substantive pleading defects such as failure to state a cause of  
11 action or affirmative defenses”).)

12 A demurrer is properly based on the complaint itself, as well as upon matters of which the  
13 Court is required to or may take judicial notice. (Cal. Code Civ. Proc. § 430.30(a).) The court  
14 assessing a general demurrer accepts as true the “material facts properly pleaded” in the complaint,  
15 but rejects “contentions, deductions[,], or conclusions of fact or law.” (*Blank v. Kirwan* (1985) 39  
16 Cal.3d 311, 318 (internal citations omitted); *George v. Automobile Club of Southern Cal.* (2011)  
17 201 Cal.App.4th 1112, 1120 (noting that whereas a demurrer “admits all facts properly pleaded, [it  
18 does] not [admit] contentions, deductions[,], or conclusions of law or fact”).)

19 In ruling upon a general demurrer, “effect must be given to every allegation in the  
20 complaint; and the demurrer must be overruled if the complaint states, or from its averments it can  
21 be reasonably inferred, that plaintiff has a cause of action against defendant on any theory.” (*Beason*  
22 *v. Griff* (1954) 127 Cal.App.2d 382, 386–87 (internal citations omitted). Additionally, it is a well-  
23 established rule that “although a general demurrer must be sustained if the complaint fails to state a  
24 cause of action, it shall not be sustained without leave to amend if it is subject to amendment to state  
25 a cause of action . . . .” (*Mull v. Hunter* (1968) 266 Cal.App.2d 657, 659 (internal quotations and  
26 citations omitted).)

27 **IV. PLAINTIFFS FAIL TO STATE SUFFICIENT FACTS**

28 In evaluating a demurrer, the court assumes the truth of all material facts which have been

1 properly pleaded, of facts which may be inferred from those expressly pleaded, and of any material  
2 facts of which judicial notice has been requested and may be taken. (*Crowley v. Katleman* (1994) 8  
3 Cal.4th 666, 672.) A demurrer does not admit contentions, deductions, or conclusions of fact or law.  
4 (*Dear v. Yellow Cab Company* (1967) 67 Cal.2d 695. Further, the complaint allegations must be  
5 supported by “ultimate facts,” not legal conclusions. (*Burke v. Superior Court* (1969) 71 Cal.2d  
6 276.)

7 This demurrer should be sustained to all causes of action, as Plaintiffs have failed to allege  
8 sufficient ultimate facts to state claims for those causes of action.

9 **A. Plaintiffs Fail to State Facts Sufficient to Support the First Cause of Action for**  
10 **Tortuous [sic] Breach of Warranty of Habitability**

11 The elements of a cause of action for breach of the implied warranty of habitability “are the  
12 existence of a material defective condition affecting the premises' habitability, notice to the landlord  
13 of the condition within a reasonable time after the tenant's discovery of the condition, the landlord  
14 was given a reasonable time to correct the deficiency, and resulting damages.” (*Erlach v. Sierra*  
15 *Asset Servicing, LLC* (2014) 226 Cal.App.4th 1281, 1297.)

16 Defendant managed the property for less than three months. The key term is whether the  
17 defective is material. In Plaintiffs’ Complaint, they note that an inspector from the Los Angeles  
18 Department of Public Health came to the unit to conduct an inspection. According to the Complaint,  
19 the inspector “found peeling paint on the windowsill in the living room.” (Complaint, ¶ 51.) Peeling  
20 paint does not rise to the level of a material condition that impacts the habitability of the premises.

21 The Complaint then alleges that the Defendant (which one?) is an experienced property  
22 owner and manager of residential property throughout Los Angeles County and is aware that  
23 construction done without permits and inspections...” There is no construction referred to in the rest  
24 of the Complaint. Paragraphs 77 through 82 contain conclusory statements void of factual support.  
25 Notably, these paragraphs refer to a single Defendant. There are **seven (7) Defendants** named in  
26 the Complaint.

27 As such, there are insufficient facts sufficient to sustain this cause of action against  
28 Defendant.

1           **B.       Plaintiffs Fail to State Facts Sufficient to Support the Second Cause of Action**  
2                           **for Breach of the Covenant of Quiet Enjoyment**

3           Minor inconveniences typically do not qualify as breaches. The landlord's actions must  
4 substantially interfere with the ability to enjoy the property. As noted above, the Complaint varies  
5 between reference to a single, unnamed Defendant, and Defendants without specification.  
6 Furthermore, as noted in the Complaint, Plaintiffs then explicitly state that the Leasing Defendant  
7 breached the implied warranty of habitability (Complaint, ¶ 51.) As Defendant was not the Leasing  
8 Defendant, this cause of action fails to state sufficient facts as to the moving Defendant.

9           **C.       Plaintiffs Fail to State Facts Sufficient to Support the Third Cause of Action for**  
10                           **Nuisance and the Fifth Cause of Action for Negligence**

11           Where negligence and nuisance causes of action rely on the same facts about lack of due  
12 care, the nuisance claim is a negligence claim. (*City of San Diego v. U.S. Gypsum Co.*, supra, 30  
13 Cal.App.4th at p. 587; *Martinez v. Pacific Bell* (1990) 225 Cal.App.3d 1557, 1565; [“where the  
14 alleged nuisance is the result of the defendant's alleged negligent conduct, rules of negligence are  
15 applied”].))

16           A cause of action alleging a continuing nuisance is usually accompanied by a request for an  
17 injunction. (*El Escorial Owners' Assn. v. DLC Plastering, Inc.*, (2007) 154 Cal. App. 4th 1337,  
18 1349, as modified on denial of reh'g (Oct. 3, 2007). )

19           In *Escorial*, Plaintiff's cause of action for nuisance incorporated the same facts as the cause  
20 of action for negligence. The trial court reasonably found that Escorial's nuisance cause of action  
21 was merely a clone of the first cause of action using a different label. *Van Zyl v. Spiegelberg* (1969)  
22 2 Cal.App.3d 367, 372–373; see also *Atherton Condominium Apartment–Owners Assn. Bd. of*  
23 *Directors v. Blume Development Co.*, , 115 Wash.2d 506, 527, 799 P.2d 250, 263 [in construction  
24 defect case “a ‘negligence claim presented in the garb of nuisance’ need not be considered apart  
25 from the negligence claim”].) “ ‘... “The torts of negligence and nuisance ... frequently are,  
26 coexisting and practically inseparable.... A nuisance in many, if not in most, instances, especially  
27 with respect to buildings or premises, presupposes negligence.”...’ [Citations.]” *Lussier v. San*  
28 *Lorenzo Valley Water Dist.*, supra, 206 Cal.App.3d at p. 104.)



1 Paralleling what the Court faced in *Escorial*, Plaintiffs’ Nuisance claim does not include a  
2 request for an injunction. The claim incorporates all the same alleged facts for Negligence. It is  
3 duplicative, seeks no unique damages, and provides no unique remedies. Furthermore, both causes  
4 of action contain sweeping conclusions as to the conduct of unspecified Defendants. As such, the  
5 demurrer as to these causes of action must be sustained.

6 **D. Plaintiffs Fail to State Facts Sufficient to Support the Fourth Cause of Action**  
7 **for Business & Professions Code § 17200 et seq.**

8 1. Plaintiffs Fail to Plead Injury in Fact

9 Business and Professions Code sections 17200 et seq. (commonly referred to as Unfair  
10 Competition Law, which is “UCL” hereinafter) provides for “limited remedies” in a private action.  
11 *Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1152. Indeed, an action  
12 under the UCL is equitable in nature; damages and penalties cannot be recovered in a private  
13 action. (*Id.* at 1444; 1150.) Rather, private plaintiff’s potential remedies under UCL are limited to  
14 injunctive relief and restitution. Here, Plaintiffs seek restitution, however, the property manager  
15 would not owe restitution to the Plaintiffs.

16 Section 17204 provides that a private person has standing to sue only if he “has suffered  
17 injury in fact and has lost money or property as a result of the unfair competition.” (*Daro v. Sup.*  
18 *Ct. (James Foy)* (2007) 151 Cal.App.4th 1079, 1097.) California Appellate courts require that a  
19 private plaintiff under UCL show a distinct and palpable injury that is concrete. (*Peterson v.*  
20 *Cellco Partnership* (2008) 164 Cal.App.4th 1583, 1591.) In reaching such a conclusion and in an  
21 effort to curb abuses of the UCL, the Cellco Partnership court reasoned that there must be an  
22 “actual economic injury.” (*Id.*)

23 In this case, plaintiffs fail to properly allege an actual economic injury. Rather, in vague  
24 and general terms, plaintiffs allege that they sustained economic injury. Thus, plaintiffs  
25 additionally fail to properly plead an injury in fact.

26 2. Plaintiffs fail to properly allege conduct by Defendant that amounted to a  
27 violation of the UCL.

28 The primary purpose of § 17200 is to protect consumers against “unlawful,” unfair” or

1 “fraudulent” business practices. (*Barquis v. Merchants Collection Assn.* (1972) 7 Cal.3d 94,  
2 111.) Unfair business practices are those which are immoral, unethical, oppressive or  
3 unscrupulous. (*State Farm v. Superior Court* (1996) 45 Cal.App.4th 193, 1104.) As was stated in  
4 *CelTech Communications Inc. v. LA Cellular Telephone Co.* (1999) 20 Cal.4th 163, 187, unfair  
5 business practices is “conduct which threatens an incipient violation of an anti-trust law, or  
6 violates the policy or spirit of one of those laws, because its effects are comparable to or the same  
7 as a violation of the law or otherwise significantly threatens or harms competition.”  
8 “Practice” generally means the habitual doing of certain things, the doing of an act more than once  
9 ... or repeated or customary action.” (*Wilson v. Stearns* (1954) 123 Cal.App.2d 472, 479.) It is a  
10 “pattern of behavior pursued in the course of business.” (*People v. Casablanca Convalescent*  
11 *Home, Inc.* (1984) 159 Cal.App.3d 509, 527.)

12 Moreover, the California courts routinely require a plaintiff alleging unfair business  
13 practices under the UCL to plead facts supporting the alleged UCL violation with reasonable  
14 particularity. (*Perdue v. Crocker National Bank* (1985) 38 Cal.3d 913, 929; see, e.g., 5 Witkin,  
15 Cal. Procedure (3rd ed. 1985) Pleading, § 728, p. 176.)

16 In *Khoury v. Malys of California, Inc.* (1993) 14 Cal.App.4th 612, the court explained:  
17 “[The] demurrer was properly sustained ... because the ... complaint identifies no particular section  
18 of the statutory scheme which was violated and fails to describe with any reasonable particularity  
19 the facts supporting the violation. The complaint refers to a ‘effective misleading,’ ... but the facts  
20 clearly do not involve deceptive advertising (See, Business & Professions Code § 17200), [unfair  
21 competition includes deceptive or misleading advertising], 17500 et seq. [specific false advertising  
22 practices], nor do the facts explain the manner of misleading .... The complaint does not describe  
23 the manner in which respondent's practice is ‘unlawful’ ... the facts do not involve monopolistic or  
24 anti-competitive practice (See, Business & Professions Code § 17201), because appellant is not in  
25 competition with the respondent.” *Id.* at 619 (emphasis added).

26 Plaintiffs' fifth cause of action for unfair business practices is deficient in all respects. First,  
27 Plaintiffs have not shown any business “practice” on the part of Defendant which is subject to the  
28 statute. The allegations set forth in the Complaint clearly do not indicate a “pattern of behavior,”

1 much less from the moving Defendant.

2       Section 17200, is violated if a business practice is unlawful *or* unfair *or* deceptive. (*Cel-*  
3 *Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal.4th 163, 180 (*Cel-*  
4 *Tech Communications* ).) “[A] practice is prohibited as ‘unfair’ or ‘deceptive’ even if not ‘unlawful’  
5 and vice versa.” (*State Farm Fire & Casualty Co. v. Superior Court* (1996) 45 Cal.App.4th 1093,  
6 1102, disapproved on other grounds in *Cel-Tech Communications, supra*, at p. 187, fn. 12.) To  
7 show a business practice is unfair, the plaintiff must show the conduct “threatens an incipient  
8 violation of an antitrust law, or violates the policy or spirit of one of those laws because its effects  
9 are comparable to or the same as a violation of the law, or otherwise significantly threatens or harms  
10 competition.” (*Cel-Tech Communications, supra*, at p. 186.)

11       **E.       Plaintiffs Fail to State Facts Sufficient to Support the Sixth Cause of Action**  
12               **for Breach of Contract**

13       Plaintiffs do not allege any contract with Defendant. Further, this cause of action appears  
14 duplicative of the others. Thus, the demurrer on this cause of action should be sustained.

15       **F.       Plaintiffs Fail to State Facts Sufficient to Support the Seventh Cause of Action**  
16               **for Declaratory Relief**

17       Not only do Plaintiffs fail to state sufficient facts to support this cause of action, but it does  
18 not make sense. Paragraph 116 refers to an addendum which was not attached to the Complaint. It  
19 is entirety unclear for what the Plaintiffs seek declaratory relief.

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1 **V. CONCLUSION**

2 Based on the foregoing, Defendant respectfully requests that this demurrer be sustained  
3 without leave to amend in its entirety, and that the causes of action against Defendant be dismissed  
4 without leave to amend.

5 DATED: August 21, 2025

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

6  
7  
8 By: 

Lane E. Webb, Esq.  
Shanna M. Van Wagner, Esq.  
Attorneys for Defendants,  
BRAD MARTINEZ; VICKI MARTINEZ; GAIL  
D. CALHOUN, AS TRUSTEE OF THE GAIL  
D. CALHOUN FAMILY TRUST; and LOTUS  
PROPERTY SERVICES, INC.

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 225 Broadway, Suite 2000, San Diego, CA 92101.

On **August 21, 2025**, I served the foregoing document(s) described as **DEFENDANT LOTUS PROPERTY SERVICES, INC.'S NOTICE OF DEMURRER AND DEMURRER TO PLAINTIFFS' COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF SHANNA M. VAN WAGNER IN SUPPORT OF DEFENDANT LOTUS PROPERTY SERVICES, INC.'S DEMURRER TO PLAINTIFFS' COMPLAINT; and [PROPOSED] ORDER GRANTING DEFENDANT LOTUS PROPERTY SERVICES, INC.'S DEMURRER TO PLAINTIFFS' COMPLAINT** on the interested parties by electronic service addressed as follows:

Joseph Kellener  
David R. Greene  
Dignity Law Group, APC  
14401 Sylvan St, Ste 102  
Van Nuys, CA 91401  
Tel: (323) 212 5365  
Email: [info@dignitylawgroup.com](mailto:info@dignitylawgroup.com)

Counsel for Plaintiffs James Burbank and Jennifer Burbank

- ☐ **BY MAIL:** As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, I deposited such envelope in the mail at San Diego, California.
- ☒ **BY E-MAIL:** I caused all of the pages of the above-entitled document to be sent to the recipient(s) noted via email at the respective email address(es) indicated above.
- ☐ **BY FEDERAL EXPRESS/OVERNIGHT MAIL:** I caused the above-described document to be served on the interested parties noted as follows by Federal Express/Overnight Mail.
- ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee via messenger.
- ☐ **BY ELECTRONIC TRANSFER** via electronic filing service provider and pursuant to *California Rules of Court*, Rule 2.251, sent by e-Service through e-Filing Portal at the time the documents were electronically filed. The service was made on the email addresses listed with the court.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **August 21, 2025**, at San Diego, California.

Deanna Canepa  
**Deanna Canepa**



# Make a Reservation

JENNIFER BURBANK, et al. vs BRAD MARTINEZ, et al.  
Case Number: 24NNCV06082 Case Type: Civil Unlimited Category: Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)  
Date Filed: 2024-11-25 Location: Alhambra Courthouse - Department V

Reservation	
Case Name: JENNIFER BURBANK, et al. vs BRAD MARTINEZ, et al.	Case Number: 24NNCV06082
Type: Demurrer - with Motion to Strike (CCP 430.10)	Status: RESERVED
Filing Party: Lotus Property Management, Inc (Defendant)	Location: Alhambra Courthouse - Department V
Date/Time: 10/28/2025 8:30 AM	Number of Motions: 1
Reservation ID: 079298850033	Confirmation Code: CR-XJCT43UXSZYTOJTJI

Fees			
Description	Fee	Qty	Amount
Demurrer - with Motion to Strike (CCP 430.10)	0.00	1	0.00
TOTAL			\$0.00

Payment	
Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

Print Receipt

Reserve Another Hearing

View My Reservations