

DIGNITY LAW GROUP, APC
David R. Greene (285472)
Joseph W. Kellener (299597)
14401 Sylvan Street, Suite 102
Van Nuys, California 91401
Telephone: (323) 212.5365
Facsimile: (323) 729.3258
Email: info@dignitylawgroup.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/25/2024 3:30 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By N. Le, Deputy Clerk

Attorneys for Plaintiffs

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JAMES BURBANK, an individual;
JENNIFER BURBANK, an individual;

Plaintiffs,

vs.

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

Defendants.

Case No.: **24NNCV06082**

**COMPLAINT FOR DAMAGES AND
PENALTIES**

JAMES BURBANK and JENNIFER BURBANK, (hereinafter "Plaintiffs") alleges as follows.

1. Plaintiffs are residents and tenants of residential property located at 518 N STONEMAN AVENUE, ALHAMBRA, CALIFORNIA 91801 (hereinafter "The Property"). Plaintiff at all relevant times satisfied the provisions of the lease and was in lawful possession of the Property.
2. Plaintiffs took possession by written lease on or about September 8, 2023, and as obligated paid money in consideration of the obligations given and incurred.

1 3. This property is a condominium dwelling unit, rental property in Alhambra, California
2 used as an investment and money-making operation by the Defendant.

3 4. On information and belief, BRAD MARTINEZ, VICKI MARTINEZ, and GAIL D.
4 CLAHOUN TRUST are the legal owners of the Property. On information and belief, starting at
5 the beginning of the lease agreement, these defendants, at all material times, owned, managed
6 and controlled the Property.

7 5. The true names and/or capacities, whether individual, corporate, associate or otherwise,
8 of Defendant and Does 1 through 50, inclusive, are unknown to Plaintiff at this time, and who
9 therefore sues said Defendants by such fictitious names, Plaintiff is informed and believes and
10 thereupon alleges that each of the Defendants fictitiously named herein as a DOE is legally
11 responsible, negligently or in some other actionable manner, for the events and happenings
12 hereinafter referred to, and thereby proximately and legally caused the injuries and damages to
13 Plaintiff as hereinafter alleged, Plaintiff will ask leave of court to amend this Complaint to insert
14 the true names and/or capacities of such fictitiously named Defendants when the same have been
15 ascertained.

16 6. Upon information and believe at all times mentioned herein, Defendants and DOES were
17 the agent, employees, and representative of each other, and in doing the things hereinafter
18 alleged, was acting within the course and scope of such agency, service and representation, and
19 directed, aided and abetted, authorized or ratified each and every act and conduct hereinafter
20 alleged.

21 7. Upon information and belief, at all limes mentioned herein, Defendant was the co-
22 tortfeasor of each of the other Defendants in doing the things hereinafter alleged.

23 8. On November 14, 2023, just two months after the Plaintiffs took possession of the unit,
24 the Plaintiffs notified the Defendants BRAD MARTINEZ and VICKI MARTINEZ via text that
25 the first-floor restroom flooded and that the toilet was leaking a lot of water.

26 9. On November 21, 2023, the Defendants sent a plumber from Roto- Rooter to the
27 property to give them an estimate on repairing the toilet. The Defendants approved the estimate
28

1 and new wax seals were installed. However, after the new seals were installed, the toilet
2 continued to fill with water after it was flushed. The plumber suggested a new toilet be installed.

3 10. On November 22, 2023, Defendant BRAD MARTINEZ, arrived at the property with a
4 different plumber to install the new toilet.

5 11. On February 4, 2024, the Plaintiffs notified Defendants BRAD MARTINEZ and VICKI
6 MARTINEZ via text that there was a large amount of water inside, which appeared to be
7 rainwater coming through the front door, water was seeping through the floorboards and through
8 the tile in the bathroom, the patio sliding glass doors were leaking, and there was a large water
9 leak in the garage.

10 12. On February 5, 2024, Defendant BRAD MARTINEZ, arrived to place sandbags around
11 the property.

12 13. On February 13, 2024, Defendant BRAD MARTINEZ, arrived at the property to inspect
13 the water damage. The Defendant told the Plaintiffs that he did not detect any water damage.
14 However, the Plaintiffs noticed significant water damage to the baseboards, which were
15 separating from the wall. The Plaintiffs took photos and sent them to the Defendants. The
16 Defendants never responded.

17 14. On May 22, 2024, Defendant BRAD MARTINEZ arrived at the property with a
18 contractor to assess the water damage that occurred in February of 2024. The Defendant stated
19 that the contractor would return the following day to evaluate the roof.

20 15. On June 19, 2024, the Defendants sent an email to the Plaintiffs stating that the lease
21 agreement will terminate on September 15, 2024, and will not be reviewed.

22 16. On August 5, 2024, the Plaintiffs reached out to Defendants BRAD MARTINEZ and
23 VICKI MARTINEZ via email and asked for a reasonable accommodation for the Plaintiffs
24 emotional support animal.

25 17. On August 9, 2024, the Defendant VICKI MARTINEZ emailed the Plaintiffs again, that
26 their lease would be ending on September 15, 2024.

1 18. On August 9, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ and
2 VICKI MARTINEZ via email and asked that they follow up on the request for a reasonable
3 accommodation for the Plaintiffs emotional support animal.

4 19. On August 10, 2024, the Defendants responded to the Plaintiffs via email that they were
5 not requiring for the Plaintiffs to comply with the process for requesting a reasonable
6 accommodation of the Plaintiffs emotional support animal because the lease would be ending on
7 September 8, 2024.

8 20. On August 12, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ
9 and VICKI MARTINEZ and again, requested a reasonable accommodation for the Plaintiffs
10 emotional support animal.

11 21. On August 13, 2024, the Defendants BRAD MARTINEZ and VICKI MARTINEZ
12 contacted the Plaintiffs via email stating that the request for a reasonable accommodation for the
13 Plaintiffs emotional support animal was confirmed and ask that the Plaintiffs sign a Lease
14 Addendum.

15 22. On August 16, 2024, the Plaintiffs responded to the Defendants BRAD MARTINEZ and
16 VICKI MARTINEZ via email that under the fair Housing Act, they are not required to sign
17 additional documentation for their emotional support animal to be approved. As approval should
18 be based on the documentation the Plaintiffs provided. The Plaintiffs also ask for an update on
19 the non- renewal notice from June 19, 2024, since the no- animal policy would no longer apply
20 as a reason for non- renewal.

21 23. On August 19, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ
22 and VICKI MARTINEZ via email that they signed the Lease Addendum in good faith and again,
23 request an update on the non- renewal notice.

24 24. On August 22, 2024, the Plaintiffs filed an online complaint with the Los Angeles
25 Department of Public Health regarding mold at the property. Complaint # CO0431633.

26 25. On August 23, 2024, the Defendants BRAD MARTINEZ and VICKI MARTINEZ
27 contacted the Plaintiffs via email stating that the lease will terminate on September 8, 2024, and
28 that the unit was exempt from the Tenant Protection Act.

1 26. On August 25, 2024, the Plaintiffs reached out to the Defendants BRAD MARTINEZ
2 and VICKI MARTINEZ via email pointing out that they have received two different notices and
3 asking for clarity on which notice is current and should be followed.

4 27. Later that same day, the Defendants responded to the Plaintiffs via email that the correct
5 notice to follow is the August 23, 2024, notice with a move out date of September 8, 2024.

6 28. On August 26, 2024, the Defendants BRAD MARTINEZ and VICKI MARTINEZ send
7 an email to the Plaintiffs offering to withdraw the non- renewal notice and continue tenancy on a
8 month-to-month basis.

9 29. The Plaintiffs agreed to the month- to- month tenancy, and rent was to be due September
10 1, 2024.

11 30. On September 5, 2024, the Plaintiffs received an email from Defendant GRACE
12 CHENG, informing the Plaintiffs that the Defendants BRAD MARTINEZ and VICKI
13 MARTINEZ had contracted LOTUS PROPERTY SERVICES, INC to manage the property,
14 effective immediately. GRACE CHENG informed the Plaintiffs that the property management
15 company would be entering the unit to do an inspection of the unit on September 12, 2024.

16 31. On September 12, 2024, the Defendant SALLY GUTIERREZ arrived at the property
17 with an inspector from the property management company and conducted an inspection of the
18 property.

19 32. On September 17, 2024, the Defendant SALLY GUTIERREZ left a voicemail for the
20 Plaintiffs to schedule repairs from the issues found during the inspection for September 18, 2024.

21 33. On September 18, 2024, the Plaintiffs contacted Defendant SALLY GUTIERREZ to ask
22 if the contractor would be repairing only cosmetic things or if they plan to actually fix the issues.
23 The Defendant canceled the scheduled repairs for that day because the Plaintiffs expressed
24 concern about mold being present.

25 34. Later that same day, the Defendant SALLY GUTIERREZ contacted the Plaintiffs via
26 email and stated that she will have an air testing company test for mildew, but if the results came
27 back negative, the Plaintiffs would be responsible for paying for the test. The Plaintiffs did not
28 agree to this as they are not the ones responsible for the water damage.