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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF**

|  |  |  |
| --- | --- | --- |
| **CLARK KENT, INDIVIDUAL**  **Plaintiff,**  **vs.**  **F F, MANAGER and DOES 1 to 25, inclusive**  **Defendant** | **)**  **)**  **)**  **)**  **)**  **)**  **)**  **)**  **)**  **)** | **Case No.:**  **PLAINTIFF CLARK KENT‘S REQUEST FOR ADMISSIONS TO DEFENDANT F F‘S, SET NO. (1) One** |

**Propounding Party: Plaintiff, Clark Kent**

**Responding Party: Defendant, f f**

**Set No. (1) One**

To Defendant. **f f,** and to the Attorneys of Record for Defendant, f f;

Plaintiff, Clark Kent, requests that Defendant, f f respond to the following Admissions separately and fully in writing and under oath, pursuant to Sections *§2030.010 et seq. of the California Civil Code of Procedure*, and that the response be signed and verified. Responses to Admissions are to be signed and served upon Plaintiff, Clark Kent, within **5 days** **(5 days if interrogatories were sent by mail within California)** from date of service.

In answering these Admissions, furnish all information that is available to you. If you cannot answer an Admission completely, answer it to the extent possible. If you do not have personal knowledge sufficient to respond fully to an admission, so state, but make a reasonable and good faith effort to obtain the information by inquiry to other natural persons or organizations, unless the information is equally available to the propounding party.

**DEFINITIONS**

1. As used herein, the term **“PERSON(S)”** refers to any natural person, firm, agency, organization, association, partnership, joint venture, corporation, public entity or any other kind of business, legal or government entity association.
2. As used herein, the term **“YOU”,”YOUR,” “YOURS” ”YOURSELF,” “INDIVIDUAL(S),” and “DEFENDANT”** unless otherwise stated, refers to Defendant, f f and includes any and all of its agents, representatives, employees, servants, consultants, supervisors, contractors, subcontractors, investigators, attorneys, and any other persons or entities acting on purporting to act on behalf of Defendant, f f.
3. As used herein, the term **“PLAINTIFF”,** refers to Plaintiff, Clark Kent, in the above-captioned action, unless a particular Defendant is specified, and includes all PERSONS or purporting to act at the direction of or on behalf of all Plaintiffs.
4. As used herein, the term **“DOCUMENT”** means all originals, drafts, and copies that differ in any way from the originals of all written, recorded or graphic matter, whether produced or reproduced by handwriting, magnetic recording, photograph, printing, tape, transcription of spoken language or other record of spoken language, typewriting, writing or any other means as defined in Evidence Code Section **§**250, and includes without limitation agreements, appointment books, bank statements, bills, books, business records, facsimiles, calendars, cards, checks, charts, computer printouts and tapes, correspondence diaries, file cards. Films, financial statements and reports, handwritten notes, including “post-it” or other type adhesive notes, invoices, journals, ledgers, letters, logs, memoranda, memorials in any form of telephone conversations, minutes, notes, notices, pamphlets, papers, pure orders, personnel records, receipts, recordings, reports, telegrams and any other pertinent information set forth in written language or any electronic representation thereof and any carbon or photostatic copies of such material, if you do not have control over or possession of the original, **“DOCUMENT”** also includes information stored by computer or on a computer disk, diskette, tape, or card, as well as any electronic recording, tape recording, photograph. Video, file, microfilm, microfiche, or similar recording of words, images, sounds, pictures, or information of any kind. **“DOCUMENT”** also includes any and all drafts of, and amendments, or supplements to, any of the foregoing, whether prepared by you or any other person, as well as copies of the DOCUMENT that differ from the copy being produced (e.g., a differing copy is one that contains handwritten notes, interlineation underlining, and the like).)
5. As used herein, the term **“IDENTIFY**” or **“IDENTIFIED”** as used with respect to the identification of a **PERSON** calls for the following information; the full name of the **PERSON** the **PERSON’S EMPLOYER** and **JOB TITLE**; if the **PERSON** is other than a natural PERSON, the name of and a description of the nature of the entity; the **PERSON’S** last know business address and telephone number. The **PERSON’S** last known home address and telephone number, and the **PERSON’S** last known email address.
6. As used herein, the term **“IDENTIFY**” or **“IDENTIFIED”** as used with respect to a document or other item of physical evidence or calls for the following information:
   1. A description of the document or item of physical evidence with sufficient specificity, including date(s) to enable the propounder of these interrogatories to **IDENTIFY** such document or item of physical evidence, either electronic or written, in a motion to produce or in a subpoena duces tecum; and
   2. The name and last known address, e-mail address, and telephone number of each **PERSON** who presently has custody of the documents or item of physical evidence, or if that is not known, the name and last known address of the PERSON who YOU know or believe to last possess the document or item of physical evidence.
   3. In lieu of **“IDENTIFYING”** any document(s), **YOU** may attach a copy of it to **YOUR** answer, indicating the question to which it is responsive.
7. As used herein, the term **“COMPLAINT”** shall refer to **PLAINTIFF(S)** complaint filed on or about \_\_\_\_\_\_\_\_, in the above-caption action.
8. As used herein, the term **“COMMUNICATION(S)”** refers to any act, action, oral, speech, written correspondence, electronic, electronic data, electronic correspondence (e-mail), contact, expression of words, thoughts, ideas, transmission or exchange of data or other information to another **PERSON**, whether orally, **PERSON-to-PERSON**, in a group, by telephone, letter, personal delivery, telex, email, facsimile, text message, instant message, recorded message, or any other method of communication whether electronic or written. All such **COMMUNICATION(S)** in **WRITING** shall include, without limitation, printed, typewritten, handwritten, electronic or other documents.
9. As used herein, the term **“WRITING”** is used in the broadcast sense as defined by California Evidence Code Section§ 250, including but not limited to photographs, emails, all stored compilations of information of any kind that may be retrievable (such as, but without limitation, the content of computer memory,) and copies of documents that are not identical to the originals whether or not the originals are in **YOUR** possession, custody, or control.
10. All designated **WRITING(S)** and/or **DOCUMENT(S)** are to be taken as including all attachments and enclosures.
11. Any reference in the singular shall include the plural and vice versa in order to bring within the scope of the request of all documents, which might otherwise be construed, to be outside its scope.
12. In the event that **YOU** claim attorney-client privilege and/or work product privilege with respect to any documents, please state with respect to any such document the following:
13. The identity of the **PERSON(S)** to whom it was addressed, delivered or otherwise transmitted;
14. The nature of the document;
15. The date the document was executed, if different from the date it bears; and
16. The identity and most recent known address of the **PERSON** or entity that has custody or control of such document.
17. As used herein, the term **“PROPERTY”** refers to real property and residential dwelling located at New new Unit 1, Los Angeles, North Carolina, 28027.
18. As used herein, the term **“ELECTRICAL PROBLEMS”** unless otherwise stated, refers to any issues with the electricity at the PROPERTY, including but not limited to, any complaint that electrical outlets, electrical panel, wall switches, exterior lighting, interior lighting, light fixtures, fans, and smoke alarms with wiring and electrical equipment were not in good working order for any amount of time and to any degree.
19. As used herein, the term **“VERMIN PROBLEMS”** unless otherwise stated, refers to any issues with the vermin at the PROPERTY, including but not limited to, any complaint that there were rats, mice, skunks or other vermin, rodent, pigeons, bats, racoons, opossums for any amount of time and to any degree.
20. As used herein, the term **“HVAC PROBLEMS”** unless otherwise stated, refers to any issues with the HVAC system at the PROPERTY, including but not limited to, any complaint that the heater, air conditioning or ventilation unit(s) were not in good working order, installed properly, or properly maintained, for any amount of time and to any degree.
21. As used herein, the term **“INSECT PROBLEMS”** unless otherwise stated, refers to any issues with insects at the PROPERTY, including but not limited to, any complaint that there were ants, roaches, flies, bed bugs, bees, wasps, hornets, spiders, termites, mosquitos for any amount of time and to any degree.
22. As used herein, the term **“FIRE HAZARD/SAFETY PROBLEMS”** unless otherwise stated, refers to any issues with the potential fire hazards/safety at the PROPERTY, including but not limited to, any complaint that the electricity, non-GFI electrical outlets by water sources, smoke detectors, carbon monoxide detectors, fire extinguishers were not in good working order for any amount of time and to any degree.
23. As used herein, the term **“APPLIANCE PROBLEMS”** unless otherwise stated, refers to any issues with the appliances at the PROPERTY, including but not limited to, any complaint that the stove, dishwasher, washer/dryer, oven, microwave, garbage disposal, or refrigerator were not in good working order for any amount of time and to any degree.
24. As used herein, the term **“PLUMBING PROBLEMS”** unless otherwise stated, refers to any issues with the plumbing or gas at the PROPERTY, including but not limited to, any complaint of leaks from sinks/roof/toilet/walls/etc., insufficient water pressure, no hot water, unsanitary water coming out of pipes, sewage backup, poor drainage or clogs drains, issues with the toilet, issues with the shower, issues with the bath, issues with any plumbing fixture, plumbing or gas facilities that conformed to applicable law in effect at the time of installation, a water supply approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law were not in good working order for any amount of time and to any degree.
25. As used herein, the term **“CABINET PROBLEMS”** unless otherwise stated, refers to any issues with the cabinets at the PROPERTY, including but not limited to, any complaint of damage to the cabinet door, hinges, alignment or in any other way were not in good working order for any amount of time and to any degree.
26. As used herein, the term **“FLOORING PROBLEMS”** unless otherwise stated, refers to any issues with the floors at the PROPERTY, including but not limited to, any complaint of uneven floors, chipped/missing tiles, old or torn carpet, stained carpet, nails sticking out of the floor, or in any other way were not in good working order for any amount of time and to any degree.
27. As used herein, the term **“WINDOW PROBLEMS”** unless otherwise stated, refers to any issues with the windows at the PROPERTY, including but not limited to, any complaint of broken windows, missing windows, windows that do not lock, missing or broken window screens, ineffective waterproofing and weather protection of windows that lead to leaks, or in any other way were not in good working order for any amount of time and to any degree.
28. As used herein, the term **“DOOR PROBLEMS”** unless otherwise stated, refers to any issues with the door(s) at the PROPERTY, including but not limited to, any complaint of damaged doors, doors that do not close properly, broken door hinges, broken door knobs/handles, missing or broken door locks, damaged sliding glass doors, ineffective waterproofing and weather protection of doors that lead to leaks, water intrusion insects, or other elements from the outdoors, or in any other way were not in good working order for any amount of time and to any degree.
29. As used herein, the term **“STRUCTURAL PROBLEMS”** unless otherwise stated, refers to any issues with the structure at the PROPERTY, including but not limited to, any complaint of bumps in the ceiling or walls, holes in the ceilings or walls, water stains on the ceilings or walls, ineffective waterproofing of the doors, windows, tub(s), toilet(s), ineffective weatherproofing of any windows or doors, issues with staircases, basement flood(s) paint issues, exterior deck/porch issues, or in any other structural issues that were not in good working order for any amount of time and to any degree.
30. As used herein, the term **“COMMON AREA PROBLEMS”** unless otherwise stated, refers to any issues with the common areas at the PROPERTY, including but not limited to, any complaint of the PROPERTY not kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin, issues with the gym, issues with the mailboxes (including non-locking mail receptacles for each unit), broken or inoperable security gate or door, flooding, issues with the recreational room, plumbing leaks in garage, plumbing leaks onto tenant vehicle(s), inadequate space to park, blocked entrance(s) assigned parking not enforced, issues with the pool, issues with the jacuzzi, inoperable elevator, laundry room issues, or in any other issues of something in the common areas that were not in good working order for any amount of time and to any degree.
31. As used herein, the term **“NUISANCE PROBLEMS”** unless otherwise stated, refers to any issues with the nuisances at the PROPERTY, including but not limited to, any complaint of noisy neighbors, drugs being used at the PROPERTY, smoking at the PROPERTY, gang presence at the PROPERY, or in any other nuisances at the PROPERTY that would affect a tenant’s quiet enjoyment.
32. As used herein, the term **“HEATH HAZARDS”** unless otherwise stated, refers to any issues that pose a danger to someone’s health at the PROPERTY, including but not limited to, any complaint of gas leaks, mold, mildew, mushrooms, raw sewage, noxious fumes, smoking, chemicals, paint contamination, offensive odors, or in any other dangers at the PROPERTY that would affect a tenant’s health.
33. As used herein, the term **“HARASSMENT”** unless otherwise stated, refers to any acts by DEFENDANTS and or their agents at the PROPERTY to the detriment of PLAINTIFF(s), including but not limited to, any complaint of verbal threats, aggressiveness or inappropriate language, written threats, aggressiveness, or inappropriate language, physical threats or touching, refusing to make timely repairs or not making repairs at all after being put on notice of a problem with the PROPERTY, entering Plaintiff(s)’ property without adequate 24-hour notice, not timely responding to PLAINTIFF’s calls or messages, illegitimate notices, notices singling out Plaintiff(s) and not uniformly given to all tenants at the PROPERTY, duplicative notices, filing of unlawful detainer action(s), or in any other acts at the PROPERTY that would effect a tenant’s quiet enjoyment.
34. As used herein, the term **“TRASH PROBLEMS”** unless otherwise stated, refers to any issues with the trash being present at the PROPERTY, including but not limited to, any complaint of an inadequate number of appropriate receptacles for garbage and rubbish, in clean condition and good with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control, trash or debris in common areas, or in any other trash issues at the PROPERTY that would effect a tenant’s quiet enjoyment.
35. As used herein, the term **“UTILITY SHUTOFFS”** unless otherwise stated, refers to any issues with the electricity, gas, or water at the PROPERTY, being shut off or not working for any amount of time.
36. As used herein, the term **“NONRESPONSIVE LANDLORD”** unless otherwise stated, refers to time the landlord does not return a tenant’s call nor message within 24-hours.
37. As used herein, the term **“COMPROMISED SECURITY”** unless otherwise stated, refers to any issues with the SECURITY at the PROPERTY, including but not limited to, complaints regarding broken doors, broken or inoperable locks, broken or inoperable security doors, broken or inoperable security gates, broken or inoperable security cameras at the PROPERTY, unauthorized entries, for any amount of time.
38. As used herein, the term **“GOVERNMENT ENTITY”** unless otherwise stated, refers to any health and safety, public health, police, fire, or building enforcement entity associated with the city or county where the PROPERTY is located.
39. As used herein, the term **“TENANCY”** unless otherwise stated, refers to Plaintiff’s lawful occupation of residential real property and includes a lease or sublease.
40. As used herein, the term **“ERADICATED”** unless otherwise stated, refers to the Plaintiff never complaining about that same issue again until the end of their respective TENANCY because the problem was permanently resolved or repaired by YOU.
41. As used herein, the term **“LICENSED SPECIALIST”** unless otherwise stated, refers to someone who has an active specialty license in the state of California in the particular trade they are making repairs on.
42. As used herein, the term **“UNTANANTABLE”** or **“UNINHABITABLE”** unless otherwise stated, refers to any cumulative issues with the PROPERTY, including but not limited to, **list all the issues above**, or more specifically, Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors; Plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order; A water supply approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law; Heating facilities that conformed with applicable law at the time of installation, maintained in good working order; Electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order; Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin; An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control; Floors, stairways, and railings maintained in good repair; or a locking mail receptacle for each residential unit.

**REQUEST FOR ADMISSIONS**

**REQUEST FOR ADMISSION NO. 1**

ADMIT that the current lease agreement regarding the PROPERTY is between YOU and the PLAINTIFF.

**REQUEST FOR ADMISSION NO. 2**

ADMIT that DEFENDANTS paid rent on time throughout their TENANCY.

**REQUEST FOR ADMISSION NO. 3**

ADMIT that YOU entered the DEFENDANT's unit without a written 24hour notice of entry.

**REQUEST FOR ADMISSION NO. 4**

ADMIT that the PLAINTIFF does not currently owe YOU any rent.

**REQUEST FOR ADMISSION NO. 5**

ADMIT that YOU did not pay SCEP (Systematic Code Enforcement Program) fees each year of PLAINTIFF(s)’ TENANCY.

**REQUEST FOR ADMISSION NO. 6**

ADMIT that DEFENDANT is the primary manager of the PROPERTY.

**REQUEST FOR ADMISSION NO. 7**

ADMIT that the PLAINTIFF paid rent on time throughout their TENANCY.

**REQUEST FOR ADMISSION NO. 8**

ADMIT that YOU were aware of the condition of the UNIT during the PLAINTIFF’S TENANCY

**REQUEST FOR ADMISSION NO. 9**

ADMIT that the PLAINTIFF informed YOU several times, about the condition of the PROPERTY during their TENANCY.

**REQUEST FOR ADMISSION NO. 10**

ADMIT that you charged full rent to the PLAINTIFF despite habitability issues.

**REQUEST FOR ADMISSION NO. 11**

ADMIT that the PLAINTIFF paid full rent monthly despite having habitability issues.

**REQUEST FOR ADMISSION NO. 12**

ADMIT that YOU had a duty of care toward the PLAINTIFF.

**REQUEST FOR ADMISSION NO. 13**

ADMIT that YOU breached your duty of care toward the PLAINTIFF.

**REQUEST FOR ADMISSION NO. 14**

ADMIT that YOU had actual knowledge of the facts alleged in the COMPLAINT prior to the filing of this lawsuit.

**REQUEST FOR ADMISSION NO. 15**

ADMIT that YOU failed to take reasonable steps to prevent harm to the PLAINTIFF.

**REQUEST FOR ADMISSION NO. 16**

ADMIT that YOUR actions caused harm to the PLAINTIFF.

**REQUEST FOR ADMISSION NO. 17**

ADMIT that YOU failed to maintain written records documenting YOUR communications with the PLAINTIFF.

**REQUEST FOR ADMISSION NO. 18**

ADMIT that YOU have not produced all documents relevant to the allegations in the COMPLAINT.

**REQUEST FOR ADMISSION NO. 19**

ADMIT that YOU have been involved in similar litigation in the past seven years.

**REQUEST FOR ADMISSION NO. 20**

ADMIT that YOU failed to follow applicable laws or regulations in YOUR dealings with the PLAINTIFF

**REQUEST FOR ADMISSION NO. 21**

ADMIT that YOU were aware that YOUR conduct could cause harm to the PLAINTIFF.

**REQUEST FOR ADMISSION NO. 22**

ADMIT that the PLAINTIFF does not currently owe YOU any rent.

**REQUEST FOR ADMISSION NO. 23**

ADMIT that the PROPERTY was UNTENANTABLE during PLAINTIFF’s TENANCY.

**REQUEST FOR ADMISSION NO. 24**

ADMIT that YOU have the power to make decisions regarding the maintenance of the PROPERTY

**REQUEST FOR ADMISSION NO. 25**

ADMIT that YOU have the power to make decisions regarding repairs replacements of issues at the PROPERTY

**Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Kevin Lipton, Esq.**

**Attorney for Plaintiff:**

**PROOF OF SERVICE**

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

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address is 9478 W. Olympic Blvd. #308, Beverly Hills, CA 90212

On **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** I served the foregoing documents, described as **PLAINTIFF CLARK KENT,’S REQUEST FOR ADMISSION FOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

**SEE ATTACHED SERVICE LIST**

**[BY MAIL]**

I deposited such envelope in the mail at Beverly Hills, California. The envelope was mailed

with postage prepaid thereon fully prepaid.

**[BY PERSONAL SERVICE]** I caused such envelope to be delivered by hand to a

representative of the addressee, pursuant to *Code of Civil Procedure,* §*1011*.

Executed on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, at Beverly Hills, California.

**[BY FACSIMILE]** In addition to service by mail as set forth above, a copy of said

document was delivered by facsimile transmission to the addressee pursuant to *Code of*

*Civil Procedure, §1013(e)*

Executed on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, at Beverly Hills, California.

**[BY EXPRESS MAIL]** I caused said documents with fees thereon fully prepaid for

overnight delivery to the above address to be deposited in a box or other facility regularly

maintained by an express courier providing overnight delivery pursuant to *Code of Civil*

*Procedure, §1013(g)*.

Executed on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, at Beverly Hills, California.

**[BY ELECTRONIC MAIL]**

A copy of said document was delivered by electronic transmission to the addressee pursuant to *Code of Civil Procedure, §1013(g), CRC Rule 2.251, & §1010.6(a)*

Executed on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, at Beverly Hills, California

**[STATE]** I declare under penalty of perjury under the laws of the State of California, that

the above 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Type or Print Name) (Signature)