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5 SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
6

7 Bryan Canary and Holly Bowers
8 (Home Buyers)

9 Plaintiffs/Petitioners,

10 V.

11 Robert Vierra (Home Inspector)

12 Brannon Vierra (Home Inspector)

13 DBA RLV Home Inspections / DBA Win Home

14 Inspections Monterey

15 Defendants/Respondents
16

Case No.:

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23 **NOTICE OF PRO SE FILING AGAINST OUR DESIRES AND HIGHEST INTERESTS**

- 24 1. The Buyers / Plaintiffs ask for the Court's utmost flexibility and consideration with the
25 formatting of this Complaint and our attempted compliance with all aspects of procedure.
26 Our preference was to pursue this matter with legal representation, but there are facts and
27 case precedents peripherally related to this matter which exposed the Real Estate
28
-

1 Brokerage Industry and a portion of the California Legal Lobby in multi-decade, industry
2 wide frauds. That exposure prevented transparent dialogue and support for representation
3 for this matter as well. Near the end of the Statement of Facts, two case precedents are
4 presented that are relevant for supporting the pursuit of all damages in this complaint. After
5 those is a short explanation of the problems those expose in a larger context. We can and
6 will provide a lot of additional information, as requested and as needed. We have an
7 introduction to a related complaint that expands this section to 12 pages which the court
8 may find very beneficial. . No additional information should be material to awarding
9 damages for this complaint.

10 11 **STATEMENT OF FACTS**

- 12
- 13 1. The Plaintiffs, Bryan Canary and Holly Bowers, were the buyers of a home in Monterey
14 County CA in the spring of 2021. The home was originally built in 1967. It was a 2200 sf 2
15 story home with 5 modest bedrooms and 3 full baths. They bought it from the 3rd owner.
16 The purchase price was \$895,000. Unbeknownst to them at the time of reviewing
17 disclosure documents and executing a Contract to Purchase, the home had been subjected
18 to a “fix up and disclosure fraud scheme” that left Buyers/Plaintiffs to discover \$200,000 in
19 damages from various frauds and negligence after Contract Execution. \$50,000+ of those
20 damages can be attributed to the Defendants in this case. The Defendants were paid to do
21 a “pre-sale home inspection report” for purposes of (1) educating the Seller on “As Is
22 Conditions” prior to listing his home for sale and (2) creating a disclosure document with
23 representation statements for the Seller, for presentation to a future buyer. Summarily, the
24 Defendants Inspection Report was completed in a “**non-bona fide manner**” that left the
25 Seller and any potential Buyers who relied on it with damages. Had all facts been known to
26 the Buyers / Plaintiffs at time of Contract Execution and/or the Close of Escrow, the home
27 would have required a Construction Loan and it would have been deemed uninhabitable.
28 In that context, the Defendants were involved in acts related to Bank Fraud as well, but

those are outside the scope of Buyers / Plaintiffs Standing.

2. The Defendants, Robert and Brannon Vierra are a Father - Son duo that provide Home Inspection Services. Working together, they produced a “pre-sale” Home Inspection report for a Seller of Real Property (“12 Bayview Road”) dated 1/28/2021. The report is a “non-bonafide” report. It did NOT represent the “As Is Conditions” of the property AND the collection of omissions and fraudulent statements prove the creation of the document, in its entirety, to have been an act of “constructive fraud” at a minimum (CA 1573, if not CA 1572).
3. The Defendants ,Robert and Brannon Vierra, are also referred to as “the Inspector” or “the Inspectors” in this complaint, in addition to “Robert”, “Brannon”, and “the Vierras”, to keep his/their Occupational Roles relevant in some written context.
4. The Inspection Report produced by Robert and Brannon Vierra with a date of 1/28/2021 will be referred to as “the Report” or “the Inspection Report” in this claim.
5. This Complaint is a Tort for Deceit and Fraud without privity of contract against Robert and Brannon Vierra. Separate and together they created a deceit-filled, spiteful, and predatory inspection report that they knew or should have known at time of creation would NOT provide accurate and complete information about “As Is Condition” to the Seller they identified as their client, nor to any future Buyers their report was conveyed to, nor to any future buyers they spoke to directly via the wording in their report. They would have or should have known from their actions and omissions, serious financial and emotional harm could / would come to the Seller and any Buyer(s) who relied on the report for representation statements as part of a Real Property Transaction.

1 6. The following represents Facts related to the Seller, the Seller's Agent, the Property,
2 pre-inspection Repairs, the Real Property Transaction and the Inspection Report in
3 summary. .

4 (a) The Seller lived out of state at that time

5 (b) The Seller had paid Contractors to do \$55,000 in repair work, in his full time
6 absence, prior to the inspection by the Vierras.

7 (c) The Seller's Agent recommended the Vierras, scheduled the inspection and met
8 them at the property for the inspection.

9 (d) The inspection report seems to have been paid for and delivered to the Seller's
10 Agent, not the Seller, but that has yet to be confirmed. It's unclear if/when the report
11 was conveyed to the Seller.

12 (e) The Inspection Report can be summarily described as a "non-bonafide report,

13 (f) The Inspection report was filled with material omissions, false statements of fact,
14 half statements of fact, and contradictory statements of fact. In addition, several
15 areas of prose indicate the use of cleverly chosen words for improper suggestion,
16 mis-direction and confusion.

17 (g) The Seller's Agent forwarded the report to the Buyers/Plaintiffs as part of the
18 Seller's Disclosure Document and Representation Statement presentation process
19 during the Bid Consideration process.

20 (h) The Buyers/Plaintiffs relied on the report contents during the Bid Consideration
21 Process.

22 (i) The Buyers/Plaintiffs were awarded the Binding Contract to Purchase.

23 (j) After obtaining an Executed Contract to Purchase, the Buyers / Plaintiffs pursued
24 five professional investigations to confirm "As Is Conditions" conveyed via
25 representation statements and reports including the Inspection report done by the
26 Vierras. (Contractor, Home Inspector, Termite Inspector, HVAC Specialist, Chimney
27 Specialist)

28 (k) During Buyers / Plaintiffs investigations, it became apparent the Vierra's had

omitted or grossly under-reported \$50,000+ in material defects that were EASY for any sincere inspector(s) to have called out. From the gross nature of material omissions easy to identify when doing a comparable inspection, it seemed obvious they were 1) relying on no one with comparable credentials or otherwise skilled in home inspection to do a follow up report in a sincere manner and/or 2) they viewed gross errors and omissions in their reports as having no legal consequence.

(l) The Seller was notified of the errors and omissions and provided with a report that detailed those at face value. The Seller was asked to adjust the Binding Consideration amount. The Seller refused. The Seller indicated he relied on the report for his "As Is" Condition understanding as well.

7. The following represents Facts about the veracity of the frauds and provides a realistic suggestion for motive..

(a) Any singular omission, mis-statement or false suggestion of fact in isolation could be deemed negligent or grossly negligent.

(b) The collection of frauds and the organization of some of them clearly establishes the intention to have created a non-bonafide report with over \$50,000 in benefits for the Seller.

(c) Understanding the veracity and volume of the Frauds in the report is easy with pointers to the frauds and omissions and then comparing that information with a 2015 report and our report(s) obtained in 2021 during escrow. Understanding these can be done quickly and easily by laymen once they are pointed out. These are not complex construction or inspection concepts.

(d) Motives for Fraud - Reporting on the internet reveals home inspectors fear being sued by Sellers for being truthful about defects that might prevent them from selling a home for as much as they desire. Home Inspectors doing pre-sale inspections seemed to have worked hard to create a false understanding that only the person

who contracts with them for a report can sue them for fraud, thus making under reporting the desired avenue for liability protection.

8. The following represents Facts about Robert and Brannons contribution to a Conspiracy to Commit Fraud, organized by the Seller's Agent..

(a) TWO of the predatory omissions / false statements of fact in the Vierra's Report align identically with reporting omissions from the Termite Inspection report procured by the same Real Estate Agent a week later.

(b) Those two omissions under reported defects by \$10,000 and \$5,000 respectfully,

(c) Those omissions then aligned with Disclosure Fraud pursued by the Seller's Agent and Seller as well.

(d) The two reports had been prepared to omit defects that then supported the Omissions the Seller's Agent and Seller sought to make as well.

(e) The two conspiratorial omissions are detailed below.

(1) 2nd floor Attic Inspection Omission - An easy to identify \$10,000 defect existed in the 2nd floor attic. The 2nd floor attic, a 1000sf space with 6' peak, was not inspected, but that was not discernable in the report summary or the report details of the Termite Report. That 1000sf inspection omission was also not discernible in the report summary or the part of the report details it should have been found in in the Vierra's report either. The odds of two unrelated inspectors, one with over 25 years experience and one with over 15 years experience, doing inspection 1 week apart, and making those same inspection omissions and note omissions in the same manner is zero.

Serious Nature of Material Omission: There had been a "raccoon invasion" that had lasted three weeks and had destroyed 1000 sf in insulation and left health, safety, and building material concerns related to the mold and a voluminous amount of raccoon urine and feces. Raccoon feces can contain

1 round worms that can cause serious harm and death to humans.

2
3
4 (2) Crawl Space Defect Omission - An easy to identify \$5,000 defect existed
5 in the crawl space. That defect was not identified by the Termite Inspector
6 and there was no clear note indicating he had or had not been in the crawl
7 space. That defect was also not noted by the Home Inspector. He claimed
8 the crawl space was cluttered and not inspectable, yet he provides
9 information indicating they inspected the crawl space in detail.

10
11 Serious Nature of Material Omission: The two main support columns for the
12 main girder for half the first floor were dry rotted and one also had pest
13 damage. Once noted it was easy to discern effects they had already had on
14 displacement in the the first floor flooring system from above. They were no
15 long sound structural members for a home in known earthquake zone.

- 16
17 9. The following represents Facts related to report Disclaimers, Report formatting, and
18 “suggestive prose” that are of extreme concern.

19 (a) Legal Liability Disclaimers - the Inspection Report contains an “obscene” level of
20 legal liability disclaimers suggesting the Vierra’s had no liabilities to anyone other
21 than the person who paid for the report. The report disclaimers read as if the
22 Vierra’s believed, or they wanted others to believe, that lawsuits for Fraud in
23 California required Privity of Contract. These disclaimers combine with false
24 suggestions of Buyer Rights and Fraud Claims from the Real Estate Brokerage
25 System and the California Legal Lobby that create an air of confusion around right
26 and wrong. The Legal Lobby involvement in this and the concerns with that are
27 explained in more detail later.
28

(b) Report Formatting - this report contains a format which is less common in the industry.

(1) It contains a Summary at the Front of the Report, not the back (the reverse of what was typical and thought by many to be most beneficial)

(2) The summary is photo based with comments, not list based with alpha numeric references to report details. (the reverse of what was typical and thought by many to be most beneficial)

(3) The Report contents follow the Summary and they contain a lot more written comments than typical, with a moderate amount of photos. (the reverse of what's typical and beneficial)

(4) The report is lacking list based check boxes for things like "hot water". Was it there or not at time of inspection?

(5) To any person with critical thinking it's clear he used the report format itself to assist with fraud perpetration

(c) Suggestive Prose - A review of this report prose will prove he created a visual report summary at the beginning of the document which did not remotely put proper light on the more problematic and concerning conditions of the home he reported later in the report in writing, nor those he omitted completely. Furthermore, a detailed review of a few written areas of the report reveal a level of "noodling" of information, where he'd state something was fine or acceptable in the area designated for that reporting, and then page(s) later he would contradict that in detail. To any person with critical thinking it's clear he used the report format itself to assist with fraud perpetration

10. The following represents Facts about Robert and Brannon personally and professionally. These were obtained from an internet a website identified for Robert and Brannon (

<https://wini.com/monterey/>) , other online material found via internet searches for them, and/or the inspection report itself:

(a) Robert and Brannon live in Hollister CA. Hollister is a city located in San Benito County CA. Hollister is only 5-10 miles from the Monterey County line.

(b) Robert and Brannon provide home inspection services in Monterey County, San Benito County and possibly others.

(c) Robert is labeled on their website as "Inspector" and "Owner"

(d) Brannon is labeled on their website as "Inspector"

(e) Next to "Company" on their inspection report that is central to this complaint, it states they are doing business as "RLV Inspection Services" / "DBA as WIN Home Inspection Monterey". The absence of "inc", "corp", LLC or comparable indicates they are not incorporated contrary to the report suggestion.

(f) Trade Name Searches for RLV Inspections and/or WIN Home Inspection Monterey via Monterey and San Benito County websites produced no matching results. This suggests (1) the search systems were not working and/or user error (2) they may have registered these Trade Names in other counties and/or (3) these trade names may not be registered, contrary to declarations of such in their inspection report.

(g) Robert and/or Brannon have been involved in providing over 11,000 Home Inspections in and around Monterey County since the late 1990s.

11. We are suing for fraud discovered during escrow. The following case precedent speaks to this and it is what also gives rise to our forced Pro Se representation -- *"When a party learns that he has been defrauded, he may, instead of rescinding, elect to stand on the contract and sue for damages, and, in such case his continued performance of the agreement does not constitute a waiver of his action for damages."* -- (Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935].) --

1
2 Legal Commentary - There is no "mitigation of damages" responsibility for the
3 Buyers / Plaintiffs that applies in this situation, and there are no defenses for the
4 Vierras based on that theory in this situation. Our responsibility to mitigate damages
5 applied prior to executing the Contract to Purchase. Our decision to execute an offer
6 and the amount we were willing to offer was contingent on a "non bonafide report"
7 produced by the Defendants for the exact use it was applied and relied upon with no
8 knowledge of the frauds it contained at that time.
9

10 12. We are suing for fraud discovered during escrow. The following case precedent speaks to
11 this and it is what also gives rise to our forced Pro Se representation -- *"The plaintiff's*
12 *discovery of the true facts after signing a real property purchase agreement but before*
13 *close of escrow does not preclude a finding of justifiable reliance with respect to false*
14 *representations made by the defendant before the purchase agreement was signed. The*
15 *plaintiffs reliance at the inception of the agreement is sufficient to support recovery for*
16 *fraud"* -- (Jue vs Smiser (1994) 23 Cal. App. 4th 312, 313, 316, 28 Cal. Rptr 2d 242)
17

18 13. Pro Se Commentary - The reason we are self representing is because numerous attorneys
19 indicated that any of the defects and fraud we found during escrow were not recoverable.

20 (a) All Attorneys contacted, and there were many, failed to provide us with the case
21 precedents mentioned prior, or clear confirmation that representation statements are
22 required prior to Agreement Acceptance (aka Contract Execution).

23 (b) The Attorneys who made verbal statements to us about our Case declared or
24 intimated Contract Execution transpired at Close of Escrow, but only when they
25 could make those statements without inquiry as to what transpired at time of
26 Agreement Acceptance, and in private conversations.
27
28

(c) The legal lobby and the real estate brokers want buyers to believe contract execution happens at close of escrow, contrary to:

(1) CA 1102, when taken in context with the Purchase Agreement we signed

(2) The case precedents presented above (Bagdasarian v. Gragnon & Jue vs Smiser)

(3) the foundations of Contract Law and Fraudulent Misrepresentation ethos.

(d) We sought out many Attorneys for support. They were all either dishonest or acting out of astounding ignorance. We “looked dumb” questioning and challenging them. Without extensive legal training we could only “suspect” they were acting in a deceitful or grossly ignorant manner.

(e) Ultimately, we had to:

(1) connect CA 1102 to the purchase agreement clause 13B ourselves to

properly identified our rights to representation statement delivery timing

(2) discover these case precedents in the law library ourselves

(3) do our own research to understand and confirm the foundational nature of Fraudulent Misrepresentation as a Tort that is related to, but fully separate from, classification as a “Contract Dispute.

(f) The reason the Attorneys did not / would not disclose these case precedents to us seems clearly related to:

(1) the cover up for individual, mass action, and class action frauds that expose a long standing collusion between Real Estate Brokers and Real Estate Attorneys statewide who have been dealing in “pseudo legal contract documents” for decades and/or.

(2) an astounding Level of Ignorance industry wide

(3) in either case, a recertification of all California Law Licenses seems in order.

(g) After we found these case precedents, we were able to use the Case Precedent titles to search the internet for additional information. We found a 2019 document

1 showing several Attorneys from other parts of the state had given a presentation at
2 a San Francisco Bar event educating others on "Real Estate Fraud Complaints".
3 That document provided strategies needed to pursue these types of claims.
4 (h) After finding all the information above, several / many Attorneys were provided
5 with:

- 6 (1) the Case Precedents
- 7 (2) The CA 1102 and Contract Clause 13B statement of facts
- 8 (3) The Real Estate Fraud Complaint Strategy document
- 9 (4) A reminder of how "executory contracts" worked
- 10 (5) The detailed facts about the Attorney Representation concerns prior

11
12 And none would step in to help us. Thus, we are in a Pro Se situation, but
13 not of our own desires.
14

15 14. The repairs of damages were completed by the Buyers / Plaintiffs. One of the
16 Buyer/Plaintiffs was a prior home builder and has been a Licensed Contractor in Maryland
17 since 2002. The damage estimates provided for this lawsuit were obtained from two CA
18 Licensed Contractors who reviewed all photos and facts and provided fair and honest
19 estimates for repairs.
20

21 22 **FIRST CAUSE OF ACTION**

23 **FRAUD**

24 **(CIV 1572 and/or Civ 1573)**

25 The first Cause of Action is for Fraud. While we feel "actual fraud" (CA 1572) transpired, we can
26 imagine others may categorize it as "constructive fraud" (CA 1573).
27
28

1 Absent legal support for clarity on Complaint Preparation for Alternative pleadings for two flavors of
2 Fraud, we are presenting a primary pleading and an alternative under this First Cause of Action for
3 Fraud.
4

5 NOTE: We are aware separate causes of action should be pled separately. However, it is
6 unclear when two flavors of Fraud are pled in the alternative if those are to be pled
7 separately or discerned separately under a single cause of action for Fraud. We have
8 chosen to put them under a single cause of action for Fraud and will amend as instructed.
9

10 For a finding of Actual Fraud (CA 1572)...

11 The Buyers / Plaintiffs, Bryan Canary and Holly Bowers, allege that Defendants, Robert and
12 Brannon Vierra, were the legal (proximate) cause for damages to Plaintiffs. By the following acts or
13 omissions to act, Defendants intentionally caused the damage to the Plaintiffs via fraudulent
14 misrepresentations and/or concealments that affected the future purchaser of 12 Bayview Road,
15 which became Canary and Bowers.
16

17 For a finding of Constructive Fraud (CA 1573) in the alternative to Actual Fraud (1572)....

18 The Buyers / Plaintiffs, Bryan Canary and Holly Bowers, allege that they were harmed by Robert
19 and Brannon Vierra because the Vierra's failed to perform their duties as part of the creation of
20 disclosure documents and representation documents for the Seller of Real Property that they knew
21 would have to be conveyed to Buyers to Protect the Seller from Fraud, no matter what their
22 Disclaimers about report use attempted to suggest. To Establish this Claim the Buyers / Plaintiffs
23 must prove the following:

- 24 1. That Robert and Brannon Vierra owed the future buyers of 12 Bayview Road a
25 responsibility for honest dealings
- 26 2. That Robert and Brannon Vierra knew or should have known the facts they presented were
27 incomplete and/or false
28

3. That Robert and Brannon Vierra misled the future buyers of 12 Bayview Road by Failing to disclose information / by providing the future buyers of 12 Bayview Road with information that was inaccurate or incomplete
4. That the future Buyers of 12 Bayview Road were harmed
5. That Robert and Brannon Vierra Conduct was a substantial factor in causing that harm

This cause of action incorporates the Notice of Pro Se filing and all Statement of Facts from above as well as the following:

First Cause of Action / Count 1

2nd Floor Attic Raccoon Invasion - 1000sf - \$10,000

1. The report summary had no comments about issues or defects in the 2nd floor attic, a 1000 sf space with 6' peak AND it had no comments that the 2nd floor attic had not been inspected. Anyone reviewing the summary would have presumed the 2nd floor attic had been inspected and it was free of defects or matters worthy of commentary.
2. The report details suggested the 2nd floor attic had been inspected on the page allocated for those details and the results were satisfactory. Photos of an attic space were associated with the minor comments.
3. The buyer gave no consideration for 2nd floor attic defects, as there was nothing in the summary or body of the report in the related area that suggested there may be any issues.
4. In escrow, the buyer sought to inspect the 2nd floor attic. That required the removal of a closet shelf, a 6' step ladder and a drill to remove screws holding up a small access panel.
5. Buyer removed screws and the access panel, and a horrible odor emerged.
6. The Seller's agent was present at that time and standing at the bottom of the ladder.
7. The Seller's Agent was able to provide full details related to the odor and the damage.
8. The Seller's Agent's knowledge of defect details, which he shared when we found them, constituted "fraud" by Seller's Agent and Seller and suggested a conspiracy between seller's agent, seller, and inspectors.

- 1 9. Weeks later, upon additional review of the report, Buyer Plaintiffs found an additional
2 comment about 2nd floor attic access, on a following page. That comment indicated the
3 attic access was too small for humans and the home needed to be modified for attic
4 access. Inspector Brannon is thinner than those who went through the Access Opening for
5 Buyer/Plaintiff inspections. Stating it needed to be modified for access was a full
6 fabrication.
- 7 10. The total damages related to this inspection omission were \$8,000 in attic damage and
8 \$2000 in defective drywall
- 9 11. See closing comments to understand their willingness and desire to attempt to execute a
10 thinly veiled fraud.
- 11 12. **The Buyers / Plaintiffs relied on the appearance of finished surfaces and disclosure**
12 **document statements at time of Contract Execution for condition understanding. The**
13 **Buyers / Plaintiffs relied on Professional Inspections during escrow for condition**
14 **understanding. The Buyers / Plaintiffs discovered these defects during Professional**
15 **Inspections.**
- 16 13. The damage estimate to repair this fraud was \$10,000 (CIV 1572 / 1573)

17 **First Cause of Action / Count 2**

18 Garage - Gas Furnace Explosion Hazard - \$10,000

- 19 1. The furnace was located in the garage.
- 20 2. The furnace was a down draft gas furnace with a pilot light that was within 18" of the floor.
- 21 3. All gas appliances in a garage must be mounted with pilot lights more than 18" above the
22 floor to avoid explosion and fire from accumulated exhaust fumes.
- 23 4. This safety rule has been a standard building code since 2002
- 24 5. This safety rule is the most critical rule for gas appliance installations in garages for health
25 and safety.
- 26 6. This safety rule is one that is called out easily due to the ease of evaluation of pilot light
27 height.
- 28

7. This safety rule was actually called out in the seller's 2015 report, which was not delivered to Buyer / Plaintiffs in a time for offer consideration but was delivered 3 weeks into escrow as part of a document demand.
8. Repositioning the furnace was a major job as it required the insertion of a down draft stand between the floor and the furnace and there was not enough room on the plenum above to avoid entirely re-working the ducts.
9. **The Buyers / Plaintiffs relied on the appearance of finished surfaces and disclosure document statements at time of Contract Execution for condition understanding. The Buyers / Plaintiffs relied on Professional Inspections during escrow for condition understanding. The Buyers / Plaintiffs discovered these defects during Professional Inspections.**
10. The damage estimate to repair this fraud was \$10,000 (CIV 1572 / 1573)

First Cause of Action / Count 3

Garage - Gas Water Heater Explosion Hazard - \$2,000

1. The hot water heater was located in the garage.
2. The hot water heater was a gas heater with a pilot light that was within 18" of the floor.
3. All gas appliances in a garage must be mounted with pilot lights more than 18" above the floor to avoid explosion and fire from accumulated exhaust fumes.
4. This safety rule has been a standard building code since 2002
5. This safety rule is the most critical rule for gas appliance installations in garages for health and safety.
6. This safety rule is one that is called out easily due to the ease of evaluation of pilot light height.
7. This safety rule was actually called out in the seller's 2015 report, which was not delivered to us in a time for offer consideration but was delivered to us 3 weeks into escrow as part of a document demand.

8. **The Buyers / Plaintiffs relied on the appearance of finished surfaces and disclosure document statements at time of Contract Execution for condition understanding. The Buyers / Plaintiffs relied on Professional Inspections during escrow for condition understanding. The Buyers / Plaintiffs discovered these defects during Professional Inspections.**
9. The damage estimate to repair this fraud was \$2,000 (CIV 1572 / 1573)

First Cause of Action / Count 4

Crawl Space (under home) - Structural Defects and Material Fact Omissions - \$7,000

1. The home contained a 30' x 30' crawl space that was 36" high
2. The crawl space height made it easy to navigate.
3. It is easier to understand the breadth and nature of the Vierra's omissions by first understanding what Buyers / Plaintiffs found during their Inspections with a Licensed Contractor, a Licensed Contractor with a Home Inspection company, and a Licensed Termite Inspector.
--- FOUND DURING BUYER / PLAINTIFF INSPECTIONS ---
4. From the opening of the crawl it was easy to see a 9" high water mark on the foundation wall indicative of MAJOR prior flooding and standing water. This mark was around the entire foundation wall.
5. A crawl around the entire perimeter of the crawl space was easy. Buyer/Plaintiff did it with three professional inspectors. They confirmed all the sill bolts but one were in perfect condition. One bolt showed a concrete stress area but no major deflection and that was logical given the full configuration of the foundation and the evidence of prior water issues.
6. During a crawl around the perimeter, one has to crawl OVER a 4" gravity drain pipe. This pipe provides drainage in the event of flooding. It was either there originally and had gotten

- clogged, and led to flooding or it had been installed after flooding had transpired. Keeping the outlet of this pipe clear would be critical if there were still subterranean flooding issues.
7. During that crawl around the perimeter, 2 areas below the front foundation were identified as having been areas where water had worked it's way out from under the home during a prior flooding experience.
8. During that crawl around the perimeter, major dry rot and pest damage to BOTH main structural support columns was noted (**\$5000 in structural damage**)
9. During that crawl around the perimeter, it was easy to see 30% of the insulation in the joists had fallen for no easily explainable reason. The other 70% had been installed upside down and was not pressed against the heated surface as it should have been (**\$2000 in insulation defects/damage**)

--- REPORTED BY VIERRA'S ---

10. The report produced by Vierra's indicated the sill bolts had been checked, all were in good condition (false) and indicative the Inspector(s) had crawled the entire perimeter.
11. The report produced by Robert and Brannon omitted
- (1) notes of obvious evidence of 12" of prior flooding
 - (2) notes about the 4" drain pipe and drain system requiring inspections and maintenance
 - (3) notes about areas below foundation that had been flooded out
 - (4) notes about damage to structural posts (\$5,000)
 - (5) notes about insulation upside down / away from heated surfaces (\$2000)
12. The report produced by the Vierra's suggested there were some moisture issues and the owner should be consulted. That's a fraudulent understatement given actual conditions.
13. The report then contained additional omissions related to characteristics OUTSIDE THE CRAWL which would have explained or contributed to crawl flooding. They not only omitted facts in the crawl, they omitted facts outside of it to draw zero proper attention to

the volume and level of water/moisture that created damage and the need for below grade drainage systems.

14. **The Buyers / Plaintiffs relied on the appearance of finished surfaces and disclosure document statements at time of Contract Execution for condition understanding. The Buyers / Plaintiffs relied on Professional Inspections during escrow for condition understanding. The Buyers / Plaintiffs discovered these defects during Professional Inspections.**

15. The damage estimate to repair this fraud was \$7,000 (CIV 1572 / 1573)

First Cause of Action / Count 5

Concrete Slab - Trip Hazard Indicative of Below Grade/ Crawl space flooding Issues - \$3,500

1. The report indicated there was no exterior concrete related to the home or foundation that had seized. The report indicated no trip hazards from concrete.
2. The report indicted the splash blocks for downspouts were all functional
3. One of the downspouts was without a splash block.
4. That downspout dumped a 25'x25' sf area of roof water into the front yard, right next to a concrete slab that was close to the foundation .
5. A 5' x 10' section of that slab had broken off from the rest and sunk by 3" creating a trip hazard as well as indicative of subterranean water issues
6. ALL OF THIS had been omitted from the report.
7. The relevance of this omission is material, but it becomes far more relevant when the crawl space flooding omissions are taken in context. The desire was to provide no information that would suggest subterranean water or crawl space flooding issues from inside or outside the crawl space.
8. **The Buyers / Plaintiffs relied on the appearance of finished surfaces and disclosure document statements at time of Contract Execution for condition understanding. The Buyers / Plaintiffs relied on Professional Inspections during escrow for condition**

1 understanding. The Buyers / Plaintiffs discovered these defects during Professional
2 Inspections.

- 3 9. The total damages related to these inspection omission were \$3,500
4

5 **First Cause of Action / Count 6**

6 North Yard - Grade Omissions - relevant to Crawl Space flooding Issues - \$6,500

- 7 1. The report failed to note a 2' high retaining wall in the north side yard had flexed and
8 broken due to water intrusion and soil shifting.
- 9 2. The report failed to note the entire north yard below that retaining wall defect subtly slopes
10 towards the home and leads to a low spot in the exact same area where the downspout
11 was without a splash block and the concrete had seized.
- 12 3. **The Buyers / Plaintiffs relied on the appearance of finished surfaces and disclosure**
13 **document statements at time of Contract Execution for condition understanding. The**
14 **Buyers / Plaintiffs relied on Professional Inspections during escrow for condition**
15 **understanding. The Buyers / Plaintiffs discovered these defects during Professional**
16 **Inspections.**
- 17 4. The total damages related to these inspection omission were \$6,500
18

19 **First Cause of Action / Count 7**

20 No Hot Water - \$17,000

- 21 1. Page 38 item 11 of report indicates "interior water flow" as "functional"
- 22 2. The report fails to make any notes as to hot water functionality.
- 23 3. During our inspections we could not get any hot water from the fixtures. The hot water
24 heater pilot light was on and working. Our inspector suggested it might be due to some
25 type of water heater defect.
- 26 4. After the Close of Escrow, we cut the water pipes connected to the hot water heater so we
27 could put it on a stand. The pipes were 80% corroded shut. Based on that finding, we do
28

not believe there was ever reasonable levels of hot water in the home during the seller's occupancy.

5. **The Buyers / Plaintiffs relied on the appearance of finished surfaces and disclosure document statements at time of Contract Execution for condition understanding. The Buyers / Plaintiffs relied on Professional Inspections during escrow for condition understanding. The Buyers / Plaintiffs discovered these defects during Professional Inspections.**

6. The total damages related to these inspection omission were \$17,000

First Cause of Action / Count 8

Other Deceit Filled Plumbing reporting - \$0

1. On page 38, item 6, under plumbing, "Evidence of Leaks" - "No"
2. On that page he goes on to write..."An inspection of the readily accessible sections of the plumbing water supply, waste pipes, faucets and fixtures identified no visible leaks at the time of the inspection, unless noted in a specific section of the report. We recommend all visible pipes, fixtures, and plumbing systems be re-examined prior to close of transaction for any changes. A program of regular inspection by the homeowner should be considered in order to identify any visible leaks prior to causing any substantial damage".
3. Anyone who reads to page 38 would surmise there were no leaks.
4. On page 47, 9 pages later, he details FIVE plumbing related water leaks.
 - a. Basin Fixtures - Upstairs hall bath sink fixtures have leak below hot water handles
 - b. Basin Fixtures - Right side upstairs hall bath sink has leak/drip at faucet
 - c. Basin Drain - Damaged drain pipe beneath master bathroom sink area
 - d. Basin Drain - Plumbing leak under left side upstairs hall bathroom sink
 - e. Basin Drain - Damaged retainer ring at the drain pipe beneath right side upstairs hall bathroom sink

First Cause of Action / Count 9

Moss On Roof - \$2000

1. Page 33, item 14 - "Roof evaluated from roof edge and walked lower roof"
2. Page 32, item 3 - "Moss/Mildew" - "none"
3. The front roof faces west.
4. Our inspector pointed out Moss to us which was then obvious from ground level.
5. Our initial insurance policy was canceled after a post purchase insurance inspector who did not go on the roof was able to identify the roof moss as a concern.
6. **The Buyers / Plaintiffs relied on the appearance of finished surfaces and disclosure document statements at time of Contract Execution for condition understanding. The Buyers / Plaintiffs relied on Professional Inspections during escrow for condition understanding. The Buyers / Plaintiffs discovered these defects during Professional Inspections.**
7. The total damages related to these inspection omission were \$2,000

DEMAND FOR JUDGMENT

Buyer/Plaintiffs demand compensatory and punitive damages as applicable for Fraud(CA 3294).

Jimenez vs Caparo in 2022 provides precedent of 5x punitive damages for fraud in a Construction Concealment matter in a real estate transaction in Los Angeles. A \$350,000 home conveyed with \$100,000 in concealed defects and the jury awarded \$100,000 for compensatory damages and \$500,000 for punitive damages. The punitive damages identified below are at 5x and suggestions.

:

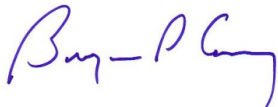
First Cause of Action - FRAUD	compensatory + punitive
Count 1 - 2nd Floor Attic Raccoon Invasion Omission	\$10,000 + \$50,000
Count 2 - Gas Furnace Explosion Hazard	\$10,000 + \$50,000
Count 3 - Gas Water Heater Explosion Hazard	\$2,000 + \$10,000
Count 4 - Crawl Space Structural / Insulation Defects Omissions	\$7,000 + \$35,000

Count 5 - Concrete Seizing and relative ref Omission	\$3,500 + \$17,500
Count 6 - North Side Yard Grade	\$6,500 + \$32,500
Count 7 - Work Quoted but not Done	\$17,000 + \$85,000
Count 8 - Other Deceit-filled Plumbing Reporting	\$0
Count 9 - Moss On Roof	\$2,000 + \$10,000
Count 10 - Other Deceit-filled reporting issues	\$0
Total	\$58,000 + \$290,000

Total Damages with 5x punitive for Frauds - \$348,000 (\$58,000 + \$290,000)

WHEREFORE, the Plaintiffs seek damages from the Defendant in the amount of \$101,900 in compensatory damages, \$509,500 in punitive damages, plus court costs.

Respectfully Submitted,



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Pro-Se Representation by Requirement



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