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Attorney Ken Gorman -- Admit Request Analysis

Introduction

This document Details Ken Gorman's Admit request to us as plaintiffs. Its broken into five sections

1. CCP Violation for failure to attest for more than 35 admit requests.
2. 31 of 43 Admit Requests
    a. Establishes facts and behavior indicating Gorman does not believe representations and disclosures are due prior to contract acceptance
    b. Establishes facts indicating Gorman did not read the complaint prior to creating his requests
    c. Suggests Gorman may have been using a template for admit requests he procured from another party. While there is nothing inherently wrong with that, given the requests were NOT rooted in proper representation and reliance law, if the party he procured them from was another licensed attorney who also should have known they were not rooted in law, it gives rise to claims for racketeering.
3. My view on relevant statutes and precedents as basis for comparison
4. My view on how this has remained hidden since the 1980s
5. Gorman's methods for avoiding proper dialogue at law are "ignore ignore ignore" OR "Beyond that, I am not discussing the law with you".
6. The courts were not meant to allow attorneys to consume time presenting blatantly false position about law

Attorney Ken Gorman is either a legal retard or he intentionally engaged in fraud and racketeering. In either event he needs to be removed from the CA Bar and we need support with recovery for $118,000 in fraudulent legal fee shifting along with other damages.

1) CCP Violation - Gorman failed to present a Declaration for Additional Discovery for Admit requests in excess of 35 questions per CCP 2033 -- and thus, he also failed to attest in writing to behavior that was not intended to harass or increase the cost of litigation, as was required given his admit requests.

1. Attorney Ken Gorman issued 44 admit requests.
2. The state of CA allows for 35. Additional requests require a signed disclosure.
3. Paragraph 9 in the template for that disclosure states ".None of the requests in this set of requests is being propounded for any improper purpose, such as to harass the party, or the attorney for the party, to whom it is directed, or to cause unnecessary delay or needless increase in the cost of litigation."
4. Gorman failed to provide a signed Disclosure

.

2) 31 of the 43 admit requests establish facts that show Gorman agrees a contract was formed at time of signature / acceptance but then over half of his requests were NOT rooted properly in CA Statute or Case Precedent for Representation and Reliance Requirements for forming any contract (not just real estate contracts). Either Gorman is truly a "Legal Retard" or he intentionally used the Discovery process for harassment, legal bill bloating, and many other forms of self gratification not approved for an "Officer of the Court".

Listed below are 31 of 43 Admit requests that show 1) Gorman is "legally retarded", and has no comprehension of CA Representation Law and/or 2) Gorman pursued an unconscionable avenue for harassment, legal bill churning, fraud against his client and in concert fraud with his client simultaneously. .

Either the CA Bar is going to be able to explain and/or support the relevance of Gorman's Admit requests -- which directly indicate no representations, disclosure or reliance are due prior to forming a contract -- in which case the entire CA Bar will go under investigation by Federal and Military Authorities OR they are not going to be able to explain or support his behavior -- in which case disbarment should only be the beginning of disciplinary action against him and many others involved in this transaction and millions of others.

90% of the Admits presented below are in fact about "matters of law", and the suggestion of false legal positions about representation law. A few in the beginning are there to establish non disputed facts - and a few others are included to show whoever wrote the Admits either 1) had NOT read the complaint at all or 2) they were using additional harassment techniques to fluster and frustrate.

Again these are from Attorney Ken Gorman, Defense Attorney for Micah Forstein, a seller accused of misrepresentation and concealment of fact in his representation statements -- sent to the plaintiffs for admission... "HB" are initials for the co-byer

1. Admit #3 - "Admit that YOU and HB formed a written purchase and sale agreement with the Seller of the SUBJECT PROPERTY following acceptance of YOUR Counteroffer on March 30, 2021"

   We admitted that that and they admitted that. So it was/is not disputable that a contract was formed or was intended to be formed on March 30, 2021. But can a contract be formed on information known to the seller and not to us? If representation statements known ot the brokers are not presented, what did that do to the contract formation process?

2. Admit #7 - "Admit that the 17 written contract for purchase and sale for SUBJECT PROPERTY contained a 17 day buyer inspection contingency period"

   We admit that and they admit that. Not disputed

3. Admit #9 - "Admit that YOU wrote emails to the seller (Micah Forstein) and their real estate agent Kent Weinstein with questions regarding the condition of the SUBJECT PROPERTY before you removed all contingencies."

We admit and they admit.

4. Admit #10 - “Admit that Micah Forstein and Kent Weinstein responded to your emails on our about April 20, 2021”

   We admit that and they admit that -- BUT WAIT A MINUTE -- We were only given 17 days for a contingency period -- starting March 30, 2021 and ending April 16, 2021. We asked our condition related questions prior to April 16, 2021 -- and they respond on April 20,2021, 3 days after we were required by contract to remove our contingencies? When exactly are representations of condition due? They seemingly were NOT due prior to forming a contract and according to Gorman here, he feels they were NOT due prior to our condition contingency removal date of April 16, 2021 either, so when are they due (a question for the CA BAR to answer at this point...).

5. Admit #11 and #12 - “Admit that YOU and HB received the Wheeler Termite Co. inspection report before YOU and Holly Bowers removed all contingencies for the purchase of the SUBJECT PROPERTY. “ and “Admit that YOU and HB received the Winn Home Inspection report before YOU and Holly Bowers removed all contingencies for the purchase of the SUBJECT PROPERTY. “

   Shouldn’t the question have been if we received these reports BEFORE contact acceptance -- at which time the facts contained in them could have been considered and relied upon ? Are representations of a seller due prior to forming a contract or not and if so, why is Gorman asking irrelevant questions while billing $550/hour?

6. Admit #13 - “Admit that YOU received the 2015 Building Inspection Report for the SUBJECT PROPERTY prepared by Bob Williams before YOU and Holly Bowers removed all contingencies for the purchase of the SUBJECT PROPERTY.”

   We were given this report on April 16, 2021, 17 days into escrow and the day we were to remove condition contingencies. The report revealed the seller had knowledge of improper mounting of gas appliances in his garage in 2015 -- and he failed to disclose those on his disclosure documents -- and his pre-sale inspectors failed to note those as well - and we have testimony from a contractor that did work for him that he had a dialogue about the hazards and the seller opted not to fix them or disclose them. Does delivery written facts showing prior knowledge of condition not otherwise disclosed, that are delivered on the day we were to release our condition contingency release align with CA Disclosure law? If not, why is Gorman asking this question for $550/hour?

7. Admit #14 - “Admit that YOU had a home inspection report prepared by an inspector of your choosing before YOU and Holly Bowers removed all contingencies for the purchase of the SUBJECT PROPERTY.”

   Why is this a relevant question in a claim for failure to disclose material facts prior to forming a contract? We did have an inspection done. The inspector found non-disclosed defects that the seller then confirmed prior knowledge of after they were found. Does the CA Bar or Ken Gorman feel the execution of an inspection after forming a contract can or should relieve a buyer of failure to disclose prior to forming a contract ? If not, why is Gorman asking this question for $550/hour?

8. Admit #18 - “Admit that YOU and HB paid $895,000 in exchange for a deed to the SUBJECT PROPERTY on May 13, 2021.”

   We paid 895,000 because that is what we agreed to pay at time of “contract acceptance” on March 30,2021, based on all representations the seller and/or his brokers sought to provide. We did NOT pay the money “in exchange for a deed” as a “deed” represents the “receipt” for performing the contract. Gorman’s statement is tantamount to saying “admit you paid $100 at the grocery store for the receipt” as opposed to “admit you paid $100 at the grocery store for groceries, and they gave you a receipt upon payment in full”. Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

9. Admit #21 - “Admit that YOU personally inspected the SUBJECT PROPERTY at least twice before YOU and HB removed all contingencies for the purchase of the SUBJECT PROPERTY.”

   Again, is this a relevant question in the context of concerns for misrepresentation and concealment of fact at time of contract acceptance and why? If it is to verify that we did our due diligence and that is when we discovered fraud whereby recovery is supported by Jue v Smiser, then this question benefits us -- but Gorman was not in a position to ask questions that benefitted us. Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

10. Admit #23 - “Admit that YOU knew before YOU signed the offer that YOU could withdraw from the contract before removing contingencies without penalty. “

    What is the legal relevance of this question? Because we had an exit clause, can or does that in any way dismiss acts of fraud to induce the contract? Our answer is No and that is supported in CA Statute. Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

11. Admit #25 - “Admit that no restriction was placed on the number of inspections YOU or anyone on YOUR behalf could make of the SUBJECT PROPERTY.”

    What is the legal relevance of this question? Because we could do unlimited inspections - does that in any way dismiss acts of fraud to induce the contract? Our answer is No and that is supported in CA Statute and Case precedent. Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

12. Admit #26 - “Admit that no time limit was placed on the hours YOU could spend inspecting the SUBJECT PROPERTY.”

    What is the legal relevance of this question? Because we could do unlimited inspections for unlimited time - does that in any way dismiss acts of fraud to induce the contract? Our answer is No and that is supported in CA Statute and Case precedent. Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

13. Admit #27 - “Admit that YOU understood the phrase “As is” in the CAR agreement when you signed the counteroffer.”

    We believed then and confirmed via California Statute and Case precedent recently that an “As Is” sale does NOT relieve a seller of representation prior to forming a contract - and no contract clause can be used to dismiss failure to disclose. Thus, what is the legal relevance of this question? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

14. Admit #28 - “Admit that YOU read and understood the Wheeler Termite Co. inspection report before YOU and Holly Bowers removed all contingencies.”

    The specific concerns with the Wheeler Termite Co report were about OMISSIONS that could not be read at all, because they were NOT in the report. Thus, what is the legal relevance of this question? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

15. Admit #29 - “Admit that YOU read and understood the 2015 Bob Williams home inspection report before YOU and Holly Bowers removed all contingencies.”

    The Williams report was delivered on April 16, 2025, 17 days into escrow, and it revealed the sellers knowledge of defects that were not disclosed by him on any documents prior to that day. Does reading about defects known to the seller 17 days AFTER contract acceptance align with the CA Bar’s understanding of proper representations prior to forming a contract? Yes or No? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

16. Admit #30 - “Admit that YOU knew the home had been vacant for several months before YOU first inspected it.”

    What or how does our knowledge of the occupancy or vacancy status affect a buyer's obligations to disclose all material facts about the property prior to contract acceptance? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

17. Admit #31 - “Admit that YOU received a completed Transfer Disclosure Statement from this defendant before YOU and Holly Bowers waived all contingencies”

    A core part of our complaint was that not only did we NOT get the Transfer Disclosure Statement prior to contract acceptance, when it was delivered days after contract acceptance, it was patently incomplete, missing signatures and missing the answer to the most relevant question for his agent. How can we believe Gorman even read the complaint before writing this? Did Gorman write this at all? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

18. Admit #31a - “Admit that YOU received a completed Seller Property Questionnaire from this defendant before YOU and Holly Bowers waived all contingencies.”

    A core part of our complaint was that not only did we NOT get the Seller Property Questionnaire prior to contract acceptance, when it was delivered days after contract acceptance - it was patently incomplete, missing answers to questions about mold and flooding -- and discovery evidence showed Gorman that document and those omissions were done under the direct supervision and with the direct support of his Agent and Transaction coordinator. How can we believe Gorman even read the complaint before writing this? Did Gorman write this at all? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

19. Admit #32 - “Admit that YOU received a completed Agent’s Visual Inspection Disclosure from Kent Weinstein before YOU and Holly Bowers removed all contingencies” -

    A core part of our complaint was that not only did we NOT get the Agent’s Visual Inspection Disclosure prior to contract acceptance, when it was delivered days after contract acceptance - it was patently incomplete -- missing the sellers signature completely. How can we believe Gorman even read the complaint before writing this? Did Gorman write this at all? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

20. Admit #33 - “Admit that at the time YOU signed the counteroffer, YOU understood that if YOU withdrew from the contract, YOU would receive a return of YOUR deposit and be under no further obligations.” --

    This is similar to prior - how does our option to withdraw from a contract excuse or affect a sellers obligations to make disclosures prior to forming a contract? How does this align with the Jue v Smiser case precedent that is included in Bar documents discussing real estate fraud? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

21. Admit #34 - “Admit that if YOU had withdrawn from the contract during the buyers’ contingency period, YOU and Holly Bowers would not have any of the damages alleged in your COMPLAINT against Micah Forstein.”

    This is similar to prior - how does our option to withdraw from a contract excuse or affect a sellers obligations to make disclosures prior to forming a contract? How does this align with the Jue v Smiser case precedent that is included in Bar documents discussing real estate fraud? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

22. Admit #35 - “Admit that YOU have not had any licensed contractor perform any repairs on the SUBJECT PROPERTY.”

    How does the presence or absence of a licensed contractor change the sellers obligations to make disclosures prior to forming a contract? Is this relevant per CIV 3343? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

23. Admit #36 - "Admit that YOU were informed of the work done on the SUBJECT PROPERTY by John Chatters before YOU and Holly Bowers removed all contingencies."

    When should we have been told about the work Chatters did to the home? Before contract acceptance or after? If after should it have been within 7 days or on day 20? We were not provided that information until day 20 in escrow, upon demand. Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

24. Admit #37 - "Admit that YOU were informed of the work done on the SUBJECT PROPERTY by David Woodbury before YOU and Holly Bowers removed all contingencies." --

    When should we have been told about the work Chatters did to the home? Before contract acceptance or after? If after should it have been within 7 days or on day 20? We were not provided that information until day 20 in escrow, upon demand. Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

25. Admit #38 - "Admit that YOU signed the offer and counteroffer before having seen the SUBJECT PROPERTY in person " -- We walked the home twice and met with the Seller's Realtor after the 2nd showing -- prior to making an offer. This is conveyed in paragraphs 43, 44, 45, and 46 in the original complaint. How could anyone who did any level of complaint review miss such a detail? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

26. Admit #39 - "Admit that YOU did not ask to see any disclosures before signing the offer"

    Is it buyers job to request / demand disclosure documents and representations prior to forming a contract? YES or NO. If yes, can you please provide a statute and/or case precedent to support that.

    In addition, we actually did ask for all docs the seller wanted to share --and that was conveyed in paragraphs 44 and 45 of the complaint. How could anyone who did any level of complaint review miss such a detail? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

27. Admt #40 - "Admit that YOU did not ask to inspect the SUBJECT PROPERTY before signing the offer."

    Does an buyers inspection before signing an offer change a sellers' requirements to disclose? Yes or No. Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

28. Admit #41 - "Admit that YOU did not request any reports before signing the offer"

    Is it buyers job to request disclosure documents and representations prior to forming a contract? YES or NO. If yes, can you please provide a statute and/or case precedent to support that.

In addition, we actually did ask for all docs the seller wanted to share -- that was conveyed in paragraphs 44 and 45 of the complaint AND we were in fact given the pre-sale home inspection report and pre-sale termite report prior to contract acceptance. Unfortunately they both omitted overlapping facts valued at about $60,000.

THIS QUESTION IS THE ONE WHERE WE FINALLY HAVE TO ASK OURSELVES, WAS THIS ADMIT SET A TEMPLATE GORMAN OBTAINED FROM SOMEONE ELSE?

How could anyone who did any level of complaint review miss all these details AND confuse all aspects of CA representation and reliance law with such consistency? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

29. Admit #42 - “Admit that no statute requires residential home sellers in California to provide disclosures to potential buyers until an offer has been signed by the buyers.”

    This one is shocking. All contracts in California are the same (per statute). A California real estate contract is treated no differently than a contract to buy a business nor any different than a contract to import goods. The statutes that require disclosure behavior are general to “Obligations” of citizens -- and they are CIV 1572/1573 and CIV 1709/1710 which define “deceit”.

    Here Gorman is literally asking for an admission that indicates buyers are to sign their offer with no disclosure documents in hand, per the absence of a statute that says otherwise.

    Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

30. Admit #43 - “Admit that YOU received all statutorily required disclosures before YOU and Holly Bowers removed all contingencies.”

    Are statutory disclosures due BEFORE contract acceptance to ensure mutual understanding exist at time of contract Acceptance? YES or NO. Or are they due AFTER that? Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

31. Admit #44 - “Admit that no California licensed real estate appraiser has informed YOU that the SUBJECT PROPERTY is now worth less than it was when YOU and Holly Bowers removed all contingencies.” - Please explain how an appraisal or an appraiser might affect the seller’s requirement to disclose and represent prior to forming a contract. Please explain how an appraiser would have evaluated a missing disclosure about a hot water heater and furnace we did not know about? Do you know where the rules are for assessing Damage from Fraud to induce a contract in the California Constitution? Do any of those rules relate to Appraisals? YES or NO. Does the CA Bar feel this is a proper and relevant admit for Gorman as he was charging $550/hour and if so, what legally relevant point was he trying to make?

3) My view on relevant statutes and precedents as basis for comparison

1. Fraud in California is governed by statutes for “deceit”.

    a. CIV 1572 and 1573 are general statutes for deceit for any situation (deceit transpires without or with contracts)

    b. CIV 1709 and 1710 are nearly identical statutes established specifically for deceit related to “any” contract formation process

    c. CIV 1635 indicates All contracts are treated the same in California. Real Estate contracts are not viewed with any different lens in California than a contract to buy and sell a business or a contract to engage in home improvement.

2. CIV 1550 defines four criteria for forming a contract: the second of those is “mutual consent” and that can only transpire with a representation and consideration process prior to contract acceptance.

3. Jury Instructions noted as CACI 1900 through CACI 1925 define the elements for establishing a complaint for Fraud in the contract formation process and those include but are not limited to 1) a duty to disclose by all parties 2) reliance on disclosures or the absence thereof by an opposing party at time of contract acceptance to ensure mutual understanding - one of four elements required to properly form a contract and 3) harm from misrepresentation or concealment of fact in the representations and disclosure process.

4. Jury instructions noted as CACI 4107 and 4109 were created in the 2008 to 2012 time frame, seemingly to specifically address concerns about brokers withholding representations from buyers and sellers. The logical reason to have created them is because some group was trying to rectify the contract inversion clauses stating representations were due to buyers AFTER contract formations, a scheme that seemingly has been in play by the brokers since 1985. .

5. ***Jue v Smiser 1994*** was an unnecessary precedent that only came about due to illogical attacks on the contract formation and reliance process. It confirmed reliance for fraud transpires at time of “contract acceptance”.

    a. “Contract Acceptance” is a reserved phrase in California law with many statutes written about

    b. Summarily, contract acceptance can be thought of as the time a contract is signed by both parties if signing at the same time in the same location and/or the time at which a contract becomes signed by all parties, with the last signer putting the contract into the mail or email for conveyance.

    c. This concept of mutual representations and mutual reliance on each others representations and disclosures at time of contract acceptance is a critical and required key for forming any contract, as one of the four key tenants to forming a contract is “ mutual consent and understanding”. (CIV 1550 and others)

4) My view on how this has remained hidden since the 1980s

Everything just stated above fit on a single page and it should have been taught in the first 10 minutes of day 1 in Contract Law Class in Law School. It should have been part of the Bar Exam and it should have been part of every continuing education class related to contract law. The facts stated above are what actually “creates” the foundations needed to have a civil commercial system with contracts at all.

The written statements by Attorneys Ken Gorman, Paul Kibel, Will Fiske and others will show a gross violation of these basic tenants with seemingly no concern for blowback for reasons easy to speculate on, once the size and gravity of the fraud is fully understood. .

The Attorneys have been misrepresenting these simple facts to parties to contracts since 1985. The door to do that was opened with the creation of CIV 1102 in a faulty manner in 1985 and then it was cracked open far wider with the fraudulent manipulations of CCP 1032 and 1033.5 from 1985 to 1990.

The frauds have been generally hidden from public view via the use of confidential mediations and arbitrations -- where there would have been occasions where attorneys on both sides were simply role playing to keep the entire scheme under wraps.

This was done because it was profitable to the entire legal lobby, the real estate brokerage industry and many other commercial players.

5) “Beyond that, I am not discussing matters of law with you”

When Ken Gorman is asked to explain his legal positions he just ignores the requests. We can show that numerous times. His behavior was not consistent with 5 other groups of attorneys who had to be more conscientious of their billing.

In a recent email dialogue with regards to simple positions about the “effective date” of the Lien he filed with no notice to us AFTER having ignored our request for payoff instructions, Gorman responded... “Beyond that I am not discussing the law with you.”

This is the pattern he uses to simply bend the world to his whims.

6) The courts were not meant to allow Attorneys to consume time presenting blatant false positions of law -- such that the entire cannon of contract law has to be debated in front of a Judge or Jury

Gorman’s position does not fall in the realm of "reasonable interpretation” differences. It was fraud.

Summary and Prayer for Judgement

If the CA Bar agrees with me on this, then Attorney Ken Gorman belongs in jail for running a bill churning scheme turned legal fee shakedown scheme, in coordination with Judge Ian Rivamonte OR he belongs in a mental institution. We also need support from CA Bar Members recovering from financial damages from Gorman's behavior and the CA Bar's lack of oversight.

If the CA Bar does NOT agree with me on this, I believe all CA Bar Leadership, along with 260,000 Licensed CA Attorneys and those acting as Judges in CA should be pursued by Federal Authorities, the Military and the Masses until there is nothing left of this system.

In either event I look forward to supporting and encouraging the introduction of AI to remove the humans in corruptible positions. I would imagine that Attorneys who help clean this up will be viewed as people who could be trusted during such a transition. Those who don't can not, but everyone is free to do as the wish.

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