Cover Letter

6/21/2024

RE: 38+ year Legal Lobby fueled-Broker Driven RICO Enterprise
Monterey County DA's office did or should have known about this for Decades
-- It was an "open secret" in the legal lobby for decades
Bring to Date on 6 Civil Complaints
Request for Prosecution Support with 1 civil complaint at this time
Response requested by July 3, 2024, 5PM PST

Dear District Attorney Pacioni,

In September 2022 I notified you and your office of a Real Estate Broker Involved fix up and disclosure fraud scheme run by commercial predators that maimed us by $250,000. At that time you and everyone in your office did or should have recognized the scheme as part of an organized criminal network, and as part of a long-standing RICO Scheme.

Instead of properly opening a complaint when given credible victims you could use to end the scheme, you acknowledged our complaint with a letter indicating you'd made note of it and you'd keep it on file.

1. The organized crime revolves around the idea that buyers of an $895,000 home would NOT be told if the "roof leaked in winter" until AFTER we had executed a binding offer to purchase.

2. A beagle tortured by Anthony Fauci that was fortunate enough to escape before death could have scribbled "fraud" with his paws in the sand when presented with those facts, yet the Monterey County DA's office could only go so far as saying "we'll keep it on file"?

At time of our notice, we knew that all 260,000 Attorneys in the State of California, including you and those in your office, did or should have known about this fraud and the overarching RICO Scheme given it was so obtuse. It was an "open secret" in the legal lobby because no legally educated person would ever believe buying a home in california was supposed to be like blind bidding in storage wars.

We took your letter as an indirect suggestion the problem was too large for you and your office to handle.

As a result of your response, we started to investigate all aspects of:
1. The Monterey County and State Real Estate Brokerage System
2. The Monterey County and State Legal Lobby
3. The California Mediation and Alternative Dispute Resolution System
4. The Superior Court System
5. The California Bar Association and the County Bar Associations
6. The California Association of Realtors and the Monterey County Association of Realtors
7. The Monterey County District Attorney's Office

8. The California Attorney General's Office
9. The US Attorney General's Office for Northern California
10. Four Industry oversight bodies related to licensed professionals that might engage during a real estate transaction
    a. The California Department of Real Estate (CA DRE)
    b. The Contractors State Licensing Board (CSLB)
    c. The Structural Pest Control Board (SPCB)
    d. The California Bar Association Adjudications Group

Your office has received numerous updates by email. A high level summary is below.

1. Tier 1 Attorneys - We have identified three Attorneys at the top of the contract document fraud scheme by name and by company. We have presented that information to your office.
    a. Two of those Attorneys admit in online biographies they were involved in the Contract Review Boards and in support of the California Association of Realtors Contract approval process dating back to the 1980s which is when this incarnation of this scheme was hatched.
    b. That mystery is solved.
    c. Certainly, interrogations will or should reveal a broader network but the starting point for the string pull is now public.

2. 78 Local Attorneys exposed the Plaintiff Representation Problems - We have shown you and others that 78 local Attorneys from 15 firms were contacted for support. Not one of them could take up dialogue in good faith about representation for us. Approximately 32 attorneys are still on a mailing list and still interested in following this. Those who blocked us are primarily from two of the larger law firms in town. They only blocked as we started publishing on the suppressed case precedent of Jue v Smiser in February 2024. That's the one that shows clearly and simply the Contract Documents are fraudulent.

3. Local Court Self Help and Clerk Counter Problems - We have shown you the Monterey County Superior Court was not and is not providing "self help services" for civil cases, contrary to any logical expectations of any sane tax paying citizen. We have shown the clerk of court processes are lacking in sincerity, integrity and transparency in numerous ways for those forced into Pro Se.

4. Tier 6 Attorneys - We have shown you that a mix of local and remote attorneys have been engaged by the predators for protection in response to our complaints. We have shown you that we were forced out of one complaint for one defendant due to Mafiosa behavior. We have expressed serious concerns about our ability to continue with others who are using a myriad of techniques to shut down our complaints before we get to merits.

5. Judge Carrie Panetta and the Panetta Family - We have made it clear that we feel the "family" of civil servants, made up of Judge Carrie Panetta, Congressman Jimmy Panetta, Civil Attorney Chris Panetta and Attorney and Ex Head of the CIA, Leon Panetta did or should have known about this RICO Scheme for decades, for one of several reasons. Given that, the Panettas are going to have to 1) claim no knowledge of it, which is impossible given all facts or 2) claim it was too big for them to do anything about, which is also impossible given Leon was the head of the CIA.

Now that we've done the hard part, it's time for you and your office to either 1) help us recover from this organized crime event or 2) assist us with referrals and support with the CA AG and/or US AG in a way that can help us or 3) resign.

At this time our damages are $250,000. To civil servants making far more than they should be in groups, families and tribes, that may not sound like much. To us, that is a lotto prize stolen. We want it back with punitive damages due to us, and we want serious punishment for the predators.

Enclosed are cut sheets for each of our current complaints.

> In my full opinion, you and your office should be taking all of these over for us immediately, or at very least providing us with guidance we could not get from any Civil Attorneys. To ask us to break a legal lobby RICO scheme in the civil courts that were used to perpetuate it is looney-tunes territory.
>
> In a separate document I'm going to send a request for immediate support for the complaint against General Contractor John Chatters. His Attorney, Ashlee Gustafson was too dangerous for us to engage with.

Absent support from your office, the CA AG or the US Attorney General for Northern CA we'll ask the Military for support.

There is clearly a very long standing "gypsy problem" in and around Monterey County that sticks out in far more ways than just this one. These are the real types of commercial problems Germany was facing prior to the rise of Hitler.

Absent a miraculous awakening of some sort, other avenues will need to be pursued to provide us with remedy and to provide us and everyone else with a permanent fix to 38+ years of Legal Lobby Gypsy Fraud gone mad.

The FEMA camps need occupants and the CA Legal Lobby and the CA Real Estate Brokerage Lobby seem like a good place to start.

Please respond by July 3, 2024.

Bryan Canary
bryan@bryancanary.com
In Pro Se by Requirement and not happy about it.

1 Page Case Summaries / Cut Sheets

Case 24CV001152 - Canary et al v Alex Carriaga

<table>
<tr><td>Filed</td><td>3/21/2024</td><td rowspan="9">1) Carriaga was provided notice of fraud a year in advance and a month in advance of filing. 3 weeks prior he was provided a copy of he complaint for review and he failed to respond. Carriaga was served on 4/5 and 4/12 at his place of employment. On 5/1/2024 he had a meeting with his boss and a state investigator at the office. There is no excuse for no answer nor to set aside a default. Default was filed. Judge Culver , not a current Civil Judge and not the Judge assigned, , set aside the default in an out of court act that was without basis. She claimed we hadn't notified him of punitive damages when those were clearly identified in the demand portion of our original complaint. No simple review process was offered by the Clerk we were told we could schedule a hearing 10 weeks out. That's not acceptable. We are refiling default docs again with a note to READ THE COMPLAINT this time (if it wasn't a fraudulent act)</td></tr>
<tr><td>Served</td><td>4/5/2024 // 4/12/2024</td></tr>
<tr><td>Entry of Default</td><td>5/23/2024</td></tr>
<tr><td>Request for Def. Judgment</td><td>5/23/2024</td></tr>
<tr><td>Prove Up Date</td><td>TBD</td></tr>
<tr><td></td><td></td></tr>
<tr><td>-- Prior --</td><td></td></tr>
<tr><td>Case Management</td><td>7/23/2024 9am</td></tr>
<tr><td>Judge</td><td>Vallarta / 13</td></tr>
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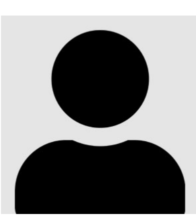
<tr><td></td><td>Seeking $23,000 in Compensatory Damages and $115,000 in Punitive Damages
Fraud - 3 Counts (Actual or Constructive)

Alex Carriaga created a "non-bonafide" pre-sale termite inspection report as part of a scheme to sell a home for more than it was worth. His report contained as many as 10 violations of the Structural Pest Control Act. His report contained 3 material omissions valued at $23,000. Two of those omissions aligned identically with omissions on a Home Inspector's Report a week prior that indicates organization to omit defects. Alex has been doing inspections physically unsupervised since 2008.

The nature of the fraud and all facts support Actual Fraud but we've pled Constructive Fraud in the Alternative. Negligence is not an option for these collections of Acts. if all report he's done unreported defects tot he same amount he may have under reported defects in in the community by 180,000,000 of more</td></tr>
<tr><td></td><td>No Attorney has appeared yet.</td></tr>
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Case 24CV001176 - Canary et al v Robert and Brannon Vierra

<table>
<tr><td>Filed</td><td>3/22/2024</td><td rowspan="9">Comments: The Vierras were provided notice of concerns for fraud a year in advance and a month in advance of claim filing. 3 weeks prior to filing a copy of the complaint was provided to him for review. Vierras were personally served on 4/6. There is no excuse for no answer nor to set aside a default. Default has been filed. A prove up hearing is scheduled. However, a late appearance was made by Madriaga. He’s now scheduled a motion to strike/demurrer with no motion to set aside first and it’s been scheduled for after our prove up hearing.</td></tr>
<tr><td>Served</td><td>4/6/2024 // 4/6/2024</td></tr>
<tr><td>Entry of Default</td><td>5/10/2024</td></tr>
<tr><td>Request for Def. Judgment</td><td>5/20/2024</td></tr>
<tr><td>Prove Up Date</td><td>7/23/2024 10am</td></tr>
<tr><td></td><td></td></tr>
<tr><td>-- Prior --</td><td></td></tr>
<tr><td>Case Management</td><td>7/23/2024 9am</td></tr>
<tr><td>Judge</td><td>Panetta / 14</td></tr>
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Seeking $58,000 in Compensatory Damages and $290,000 in Punitive Damages
Fraud - 9 counts (Actual)

Robert Vierra and his Son Brannon Vierra created a "non-bonafide" pre-sale home inspection report as part of a scheme to sell a home for more than it was worth. His report contained 9 material omissions valued at $58,000 that any sincere inspectors would have called out with ease.. Two of those omissions aligned identically with omissions on a Home Inspector's Report a week prior that indicates organization to omit defects.

Robert Vierra claims to have done over 11,000 inspections since the late 1990s. If all inspections were subject to same volume of errors in our report he may have undereproted defects in the community by $550,000,000.

Attorney David Madariaga of Fowler Legal made contact with Plaintiff via email on 5/13/2024. He indicated he had been hired by Network Adjusters Inc to represent the Vierras. (NOTE: Canary could get no representation from hundreds and the predators get representation from a 3rd party with seemingly no case screening for fraud exemptions) He asked Canary not file for default seemingly without checking records to know it was already filed. He asked if he could have until 5/31/2024 to file a response. He was sent a response with some preliminary screening related to American Rule, Confidentiality and Mediation and he failed to respond. Canary filed for Default Judgment and noted he had been in contact but failed to respond. See Commentary for more details. *He’s now scheduled a motion to strike/demurrer with no motion to set aside default first and it’s been scheduled for after our prove up hearing.*

https://www.fowlerlawgroup.com/team/david-b-madariaga/

Case 24CV001179 - Canary et al v John Chatters GC and David Woodbury Painter

<table>
<tr><td>Filed</td><td>3/22/2024</td><td rowspan="9">Comments: Chatters Attorney, Ashlee Gustafson appeared in a Mafiosa way that was in violation of numerous Codes of Conduct. She was too dangerous to deal with. He was dismissed. Woodbury had default filed and then an Attorney appeared late with bizarre approach. Details below. .</td></tr>
<tr><td>Served</td><td>4/2/2024 // 4/2/2024</td></tr>
<tr><td>Entry of Default</td><td>5/10/2024 (woodbury only)</td></tr>
<tr><td>Request for Def. Judgment</td><td>5/20/2024</td></tr>
<tr><td>Prove Up Date</td><td>TBD</td></tr>
<tr><td></td><td></td></tr>
<tr><td>-- Prior --</td><td></td></tr>
<tr><td>Case Management</td><td>7/23/2024 9am</td></tr>
<tr><td>Judge</td><td>Willis / 15</td></tr>
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Seeking $131,200 in Compensatory Damages and $509,500 in Punitive Damages
Fraud 14 counts / Negligence 2 Counts
John Chatters, General Contract and his painting Sub Contractor, David Woodbury accepted $55,000 to create and/or conceal $120,000 in defects. Chatters "buried structural defects.". Chatters "buried mold". Chatters "covered up cat urine". Chatters and/or Woodbury concealed siding beyond useful life, and much more. They failed to pull permits to keep their identities and work private.

Attorney Ashlee Gustafson appeared for Chatters. Her behavior was threatening, oppressive, manipulative w/o legal basis, and in violation of numerous Attorney Codes of Conduct. Between her behavior and concerns for court corruption that might support her in stagecraft, , we had to dismiss Chatters. Her website suggests she deals this way.
https://www.walkerandreed.com/ashlee-e-gustafson

Attorney B. James Fitzpatrick appeared after Default for Woodbury and his behavior was bizarre, in violation of Codes of Conduct/Procedure and his set aside was truly without any legal basis at face value, yet it was suggestive he'd get his way via court favors. .
https://www.fandslegal.com/attorneys

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Case 24CV001705 - Canary et al v Tracy Travaille and Travaille Transactions

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<tr><td>Filed</td><td>4/25/2024</td><td rowspan="9">Tracy Travaille is a Licensed Broker who owns "Travaille Transactions". She specializes in Transaction Coordination for other Brokerages, Brokers and Agents. Tracy got involved with the Real Estate Industry in 2004 and became a Licensed Broker in 2005. Tracy claims she has handled over 15,000 transactions.

In order to pull off these schemes the transaction coordinators have to be all in on the inverted document delivery processes.</td></tr>
<tr><td>Served</td><td>5/3/2024</td></tr>
<tr><td>Entry of Default</td><td></td></tr>
<tr><td>Request for Def. Judgment</td><td></td></tr>
<tr><td>Prove Up Date</td><td></td></tr>
<tr><td></td><td></td></tr>
<tr><td>-- Prior --</td><td></td></tr>
<tr><td>Case Management</td><td>8/27/2024 9am</td></tr>
<tr><td>Judge</td><td>Panetta / 14</td></tr>
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<tr><td></td><td>Tracy. processed a purchase agreement without first convey statutory disclosure documents. Then she took possession and conveyed three patently incomplete disclosure documents AFTER contract agreement. She gave no notice of their incomplete status nor did buyers transaction coordinator or agent. Buyers were left to find the omissions and frauds in 300 pages of documents. Tracy later became aware of numerous fraudulent answers on the documents. Tracy then was unable to deliver a completed statutory document when demanded. The file was closed with incomplete statutory disclosure documents with fraudulent statements by the Agent and Seller on them. Seemingly no notice to the responsible broker was made and no complaint was filed with the CA DRE.</td></tr>
<tr><td></td><td>
On 5/13/2024 Attorney Associate Henry Huff from made Lagasse Branch Bell and Kinkead made contact via email with Partner Jeffry Ta cc'd.

Huff indicated his client would be filing a demurrer with no points or legal basis listed and asked for a phone appointment per CCP 430.41. Canary provide screening questions and they went silent. Canary pushed them to writing their demurrer points and they stated positions their client could NOT attest to. They were told their positions were fraudulent an out of line and they failed to respond. Their client was sent a notice demanding she sign off on their defense positions, knowing she could not, and she has yet to respond. This compaint seems to have entered a gridlock.

https://www.lbbklaw.com/attorneys/henry-p-huff/

https://www.lbbklaw.com/attorneys/jeffrey-v-ta/</td></tr>
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Case 24CV001706 - Canary et al v Palacios and Whyte

Filed	4/25/2024	Comments:
Served	5/3/2024	
Entry of Default		
Request for Def. Judgment		
Prove Up Date		
-- Prior --		
Case Management	8/27/2024 9am	
Judge	Panetta / 14	

Seeking $250,000 in Compensatory Damages, $1,250,000 in Punitive Damages and Non-Economic Damages

Fraud 7 counts / Interference with Commercial Matters / Personal Injury
Defendants Pamela Palacios and Peter Whyte were Buyers Agents for the Plaintiffs.

Palacios, under the guidance and control of her fellow Coldwell Banker Agent, Whyte, played the key "insider" role required for the Seller's Agent and Seller to execute a $250,000 fix up and disclosure fraud scheme.
https://www.coldwellbankerhomes.com/ca/morgan-hill/agent/pamela-palacios/aid_146858/
https://www.coldwellbanker.com/ca/monterey/agents/peter-whyte/aid-P00200000FSk0wFeeJQRgICIZJpTJq9Fpi5Ig3Bs

On 5/16/2024 Attorney Will Fisk of Anywhere Advisors LLC made contact via email. Anywhere Advisers LLC is the legal division for Anywhere Real Estate, which was previously Reology. The parent company of them all now is “Apollo Management Group”. Will was originally hired by the legal department of NRT DBA Coldwell Banker in northern CA. That department is were Vickie Naidorf worked for 31 years and tehy seemed to have overlapped there by 1 year.That legal dpt has been elevated from just protecting Coldwell Banker Agents to all Agents under the Realogy/Anywhere Real Estate Flag. This scaling of a “crime pays” model while using a corporate legal department is very concerning and Will’s linked in profile suggests his involvement in a massive corporate attorney network is very concerning. Defensive position statements have been obtained. Non differ from those projected a year prior. The defense holds no water if challenged properly. .
https://www.linkedin.com/in/will-fiske-46652317/

Case 24CV001914 - Canary et al v Forstein

Filed	5/9/2024	Comments:
Served	5/15/2024	
Entry of Default		
Request for Def. Judgment		
Prove Up Date		
-- Prior --		
Case Management	8/27/2024 9am	
Judge	Vallarta / 13	

	Seeking $250,000 in Compensatory Damages, $1,250,000 in Punitive Damages and other Economic and Non-Economic Damages Fraud 50+ counts / Personal Injury Defendant, Micah Forstein was a Seller of Residential Property in Monterey County CA. Forstein and his Seller's Agent, Kent Weinstein engaged in a fix up and disclosure fraud scheme.. They attempted to take advantage of long standing confusion via fraud in state wide contracts and a network of Attorneys willing to protect those who attempted fraud. https://www.linkedin.com/in/micahforstein/
	https://www.waterpowerlaw.com/team/paul-kibel Paul Kibel was Micah's first attorney. Kibel and his firm are environmental attorneys. It's unclear how they were connected. Kibel stated Micah made no representation statement and thus could not be guilty of fraud as if making no statement is an option. He misrepresented AS IS clause and disclosure requirements. He attempted to force confidentiality on us via statutes that do NOT exist. He misrepresented the mediation clause in teh contract numerous times in a way that seemed to expose mental illness. Pressure was applied in reverse and he was forced to seek mal practice protection.
	https://www.pcg-llp.com/attorneys/j-kenneth-gorman/ Assisted him with a "verified answer to complaint" -- t Unfortunately he then used a "general denial" for the 50 acts of fraud that were detailed in 15 pages a way that was appropriate for admit / deny response. We've not responded to his answer yet.