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Woodbury - Defendant - Stmt to Bond Co - 10 pgs (he omitted two quote details pages)

David Woodbury Painting 1

August 11, 2023

This is in response to the claim against my bond. I did the work approx. 3 years ago. I was brought into the job by a contractor (John Chatters) whom I have worked with in the past.

I disagree with everything Mr. Canary states.

1. Fasia - concealed dry rot & pest damage, We prepped, primed & painted the fascia, I am not aware of any dry rot.
2. Exterior siding painted with interior paint. Blantantly false-
3. Exterior siding beyond useful life. There was nothing wrong with siding, no rot no termite damage.
4. Concealed rodent urine in drywall ceiling. We sealed some water stains in ceiling with oil base stain sealer. Its possible some bled through, its also possible they are new stains coming through in the years since we painted it. I am a painter not a pest control specialist, it is not my job to go through the attic checking for rodents.

Woodbury is one who like to play word games -
1) Fascia - concealed dry rot and pest damage -- " I am not aware of any dry rot." (what about pest damage?)
3) Exterior Siding Beyond Useful Life - "There was nothing wrong with the siding. No rot. No termite damage" -- it was twisted and contorted from sun and had to be nailed and screwed in place for temporary cosmetic fix. etc...

2

5. Garage paint job concealed water damage.
there were stains in garage walls that were sealed with oil base primer.

6. Overspray roof and cedar closets.
I was not aware of any overspray on Shingles,

7. Work quoted but not done - Pool house.
Yes, I gave a bid for pool house.
I never heard a response and did no work on pool house and received no payment for it.

I have been in business since 2004 and have never had a complaint againt my license or bond until Mr. Canary

There was a second floor deck that was removed before ext. painting and replaced when all painting was completed.

I retired in May of this year, I will be 70 yrs. old in November. I stand behind all work performed at his house. Mr. Canary is going after everyone associated with this

Woodbury is one who likes to try to invert events for indirect suggestion --
Woodbury stated, "There was a second floor deck that was removed before ext painting and replaced when all painting was completed" - an attempt to invert timing of events to suggest no work was done from deck to conceal damage. We have a photo showing he did all that work before deck was removed.

3,

property, from inspectors down to the house cleaners,

I was notified by the Contractor State License Board they are dropping his complaint against my License.

Sincerely David Woodbury

The complaint was dropped by the CSLB because they claim they are only required to investigate if there was a contract between parties. They claim they do not investigate if there was no contract, in violation of the first sentence of the first paragraph of the Contractors Act.

The CSLB appears to have been looking the other way under the Director there who has been in place since the early 1990s. They were engineered to look away from real estate fix up and disclosure fraud schemes the same time everyone else was.

https://contractor-complaints-2023.bryancanary.com
Clarification of Complaint Process

8/22/2023

California Contractors State Licensing Board
Mediation and Investigations Intake Supervisor

RE: Complaint Process Initiation Problems
Painter - David Woodbury - 2023-264
GC - John Chatters - 2023-266

Dear "M" -

This is a request for written clarification about the California State Licensing Board's (CSLB's) Complaint intake process and what seem to be fully illogical and unreasonable limitations for opening claims for "homeowners".

If I take the conversation I had with "Cammi" , the complaint intake specialist at face value, I'm to believe the Consumer Protection Division overseeing every Contractor in the state of California has no interest in investigating a complaint against two Licensed Contractors who concealed over $120,000 in work while also receiving payments for work never done?

The disagreement between Cammi and I revolved around the idea that only "the homeowner that contracted with the contractors" is qualified to file a Complaint with the CSLB.

If that is true, why are the Bond Companies required to investigate and payout for third parties?

BOND PRINCIPAL QUESTIONNAIRE
A, B, C1

Claimant: Bryan Canary
Please return this completed form no later than 15 calendar days to: Svetlana Krimer
Please reference your Bond Number on all correspondence: 459049
Please provide the following current information:

Current Business Address: 1062 Portola Dr.
Del Rey Oaks Ca. 93940

Current Home Address: Same

Telephone/Fax Numbers: Business: 831-277-3510 Fax:
Home: 831-277-3510 Fax:
E-Mail: dwoodburypainting@gmail.com

1) Was there a written contract? Yes ✓ No ___. If yes, please provide a copy. If the contract does not state a price, please state the contract price:

~~unable to find~~

2) If the contract was verbal, please list the agreed upon scope of work and agreed upon price:

3) What is the total dollar amount that you received toward the contract? $15,950.

4) Are you owed any funds on this project? Yes ___ No ✓. If yes, how much is due to you and how did you arrive at this figure:

5) Were there any written change orders or extras? Yes ___ No ✓. If yes, please provide us with copies.

6) Were there any verbal change orders or extras? Yes ___ No ✓. If yes, please list the agreed upon change orders or extras along with the agreed upon dollar amount per item. Please also provide us with any documentation that these change orders/extras were performed.

7) Did you complete the scope of work which you contracted to perform? Yes ✓ No ___. If yes, please provide us with any available documentation. If you did not complete the work, please list all of the work left to be completed and explain why the work was left incomplete:

I completed all work outlined in contract. Kent Weinstein ~~was~~ the realtor was very pleased.

8) Were you notified of any necessary corrections? Yes ___ No ✓. If yes, please list any items which required correction.

I was contacted by the person who bought the house by email 34 months after I completed the job.

9) Did you offer to complete the scope of work which you contracted to perform and/or make any necessary repairs? Yes ✓ No ___. If yes, please describe when and how you made this offer. Please provide us with any documentation in this regard.

I completed all work I contracted to perform

10) Were you given an opportunity to complete/correct your work? Yes ___No ___. Please explain:

I completed all work contracted to perform

11) Are you currently willing to complete your contract and make any necessary corrections at no additional cost to the claimant, beyond the agreed upon contract price? Yes ___ No ✓. Please explain:

I completed my contract.
When someone contacts me 34 months after work completed that I don't Know & states things I Know to be untrue I take offense to that.

12) What steps are you willing to take to resolve this matter and uphold the terms of your Indemnity Agreement?

none

13) Have you filed for bankruptcy in the past? Yes ___ No ✓.
If yes, when? _____ Case No.: _____

I certify under penalty of perjury that the above responses are true and correct to the best of my knowledge.

David Woodbury
Signature

David Woodbury
Printed Name

8-14-2023
Date

DAVID WOODBURY PAINTING
1062 PORTOLA DR.
DEL REY OAKS CA. 93940
831-277-3510
EMAIL- dwoodburypainting@gmail.com

License # 846309

September 7, 2020

John Chatters
Job: 12 Bayview Castroville Ca.

Enclosed you will find our cost proposal for interior painting at the residence above. If you have any questions or concerns regarding the information provided, please call me at the number listed above.

Thank you for considering David Woodbury Painting. I look forward to working with you in the near future.

Any alteration or deviation from the following specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board at P.O. Box 26000, Sacramento, Ca 95826.

Liability and Workmans Compensation Insurance to be presented upon request.

Respectfully submitted,

David Woodbury
contractor

HE SUBMITTED WITHOUT QUOTE DETAILS PAGE...

DAVID WOODBURY PAINTING
1062 PORTOLA DR.
DEL REY OAKS CA. 93940
831-277-3510
EMAIL- dwoodburypainting@gmail.com

License # 846309

September 8, , 2020

John Chatters
Job: 12 Bayview. Castroville Ca.

Enclosed you will find our cost proposal for exterior painting at the residence above. If you have any questions or concerns regarding the information provided, please call me at the number listed above.

Thank you for considering David Woodbury Painting. I look forward to working with you in the near future.

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Respectfully submitted,

David Woodbury
contractor

HE SUBMITTED WITHOUT QUOTE DETAILS PAGE...

DAVID WOODBURY PAINTING
1062 PORTOLA DR.
DEL REY OAKS CA. 93940
831-277-3510
EMAIL- dwoodburypainting@gmail.com
Dwoodburypainting.com
License # 846309

September 27, 2020

John Chatters
Job: 12 Bayview

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Liability and Workmans Compensation Insurance to be presented upon request.

Respectfully submitted,

David Woodbury
contractor

Work to be performed - Paint garage walls & ceiling.

1. **Clean walls & ceiling.**
2. **Plaster holes and dents in sheetrock.**
3. **Seal water stains with oil base primer.**
4. Paint walls & ceiling with 2 coats flat paint.

Note- cabinets not included.

Preparation- Holes to be filled with appropriate patching compound and matched to surface profile. Cracks to be caulked and matched to surface profile. fine edge.

Application- Apply all coats evenly, free from runs sags and other blemishes. Allow each coat to dry thoroughly before applying subsequent coats.

Cost for Labor & Materials- $.1,250.00

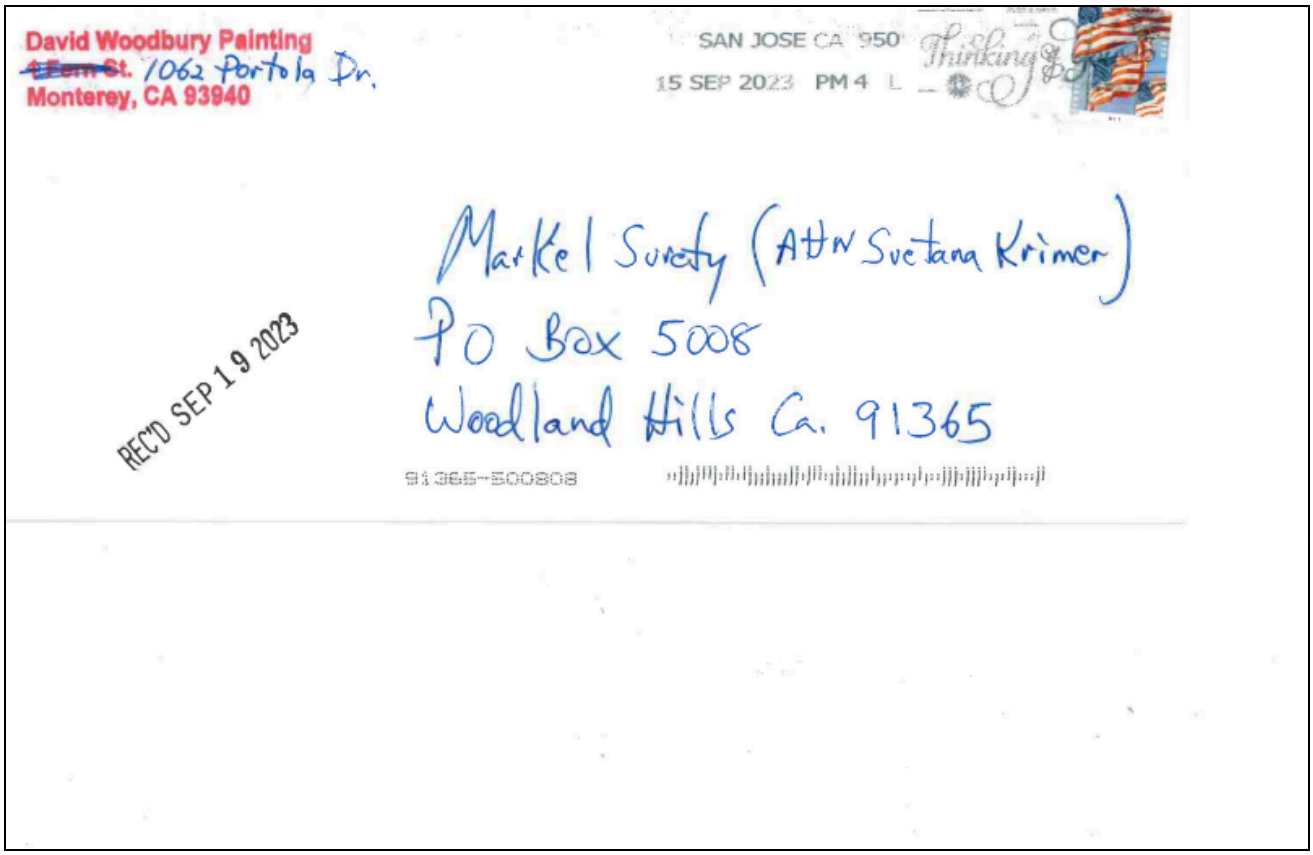
Woodbury - Defendant - Stmt to Bond Co - Envelop & 3 pgs (he omitted quote details again)

Woodbury was supposed to provide the two missing quote details pages.

He didn't provide them. He provided the same quote again.

He did $15,950 in work and only provided 1 quote for $1,200 in work.

We have the interior quote he did not provide, although we believe it was modified. We never go the exterior quote.


David Woodbury Painting
~~4 Elm St.~~ 1062 Portola Dr.
Monterey, CA 93940

SAN JOSE CA 950
15 SEP 2023 PM 4 L

Markel Surety (Attn Svetana Krimer)
PO Box 5008
Woodland Hills Ca. 91365

REC'D SEP 19 2023

91365-500808

DAVID WOODBURY PAINTING
1062 PORTOLA DR.
DEL REY OAKS CA. 93940
831-277-3510
EMAIL- dwoodburypainting@gmail.com
License # 846309

REC'D SEP 19 2023

September 14 2023

Hi Svetlana, This is in response to mr. Canary. I retired in April of this year and would like to get this behind me.

Mr. Canary, whom I have never met or talked to Has gone after everyone associated with work on the house he purchased from inspectors down to the house cleaners.

The cans of paint he has photos of are Kelly Moore Dura-Poxy interior paint we used on all interior doors and trim.You will notice he took the photo's so the paint color on can from where you pour it out is not visible. On the exterior we used Kelly Moore Dura-Poxy exterior. It was at the time Kelly Moore's most expensive exterior paint. Mr. Canary is lying about paint color on exterior matching an interior can of paint. Exterior color was a medium green, interior was all off whites.

As far as the pool house he thinks I was Supposed to paint. I did give a bid on it which was not accepted. I believe it was because it was in such poor shape and not worth it.

Enciosed is my bid for the garage which was added after all other painting was completed. It was completed on the 29th.

I stand behind all work I performed at 12 Bayview.

Regards

DAVID WOODBURY PAINTING
1062 PORTOLA DR.
DEL REY OAKS CA. 93940
831-277-3510
EMAIL- dwoodburypainting@gmail.com
Dwoodburypainting.com
License # 846309

September 27, 2020

John Chatters
Job: 12 Bayview

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Respectfully submitted,

David Woodbury
contractor

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3. **Seal water stains with oil base primer.**
4. Paint walls & ceiling with 2 coats flat paint.

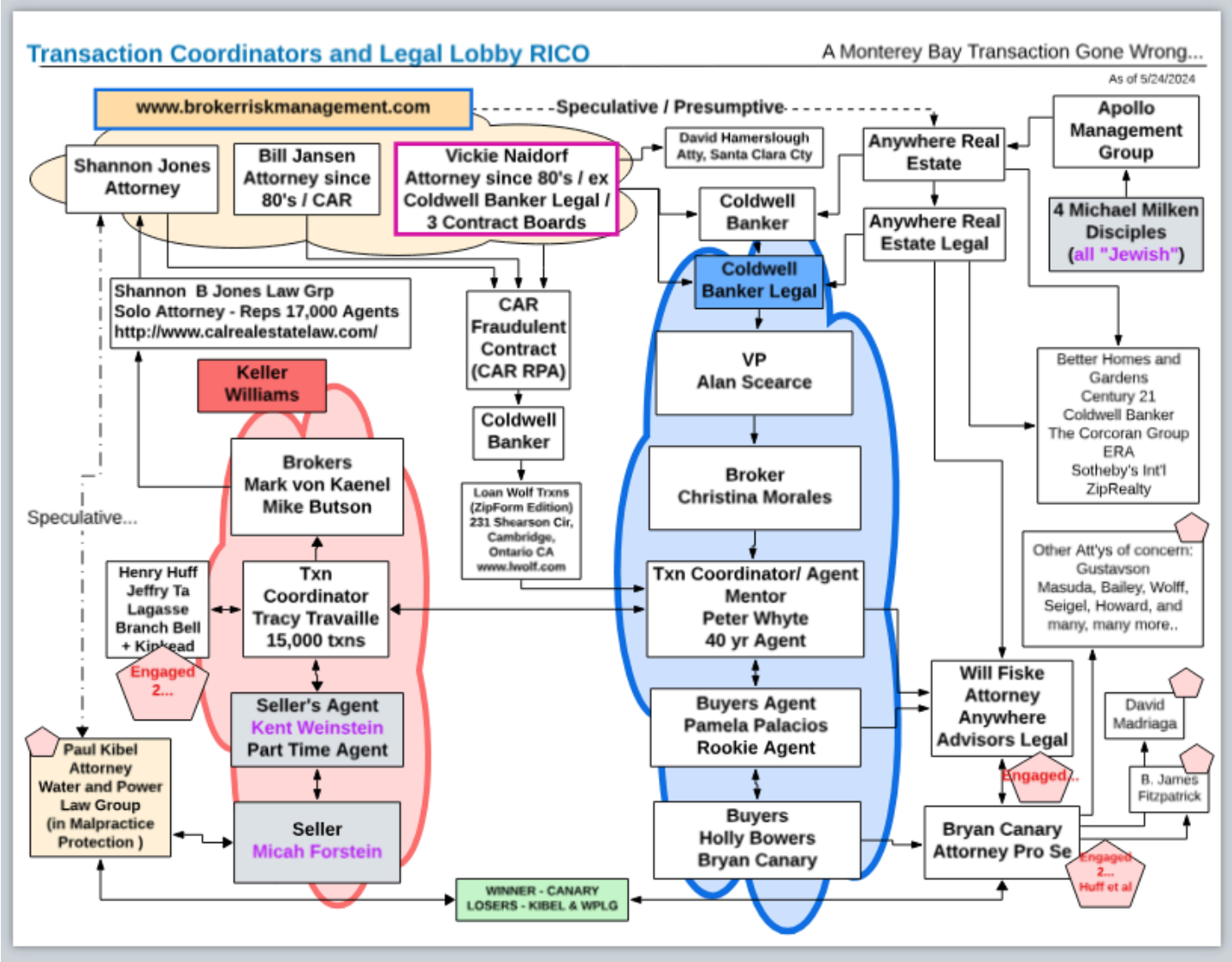
Note- cabinets not included.

Preparation- Holes to be filled with appropriate patching compound and matched to surface profile. Cracks to be caulked and matched to surface profile. fine edge.

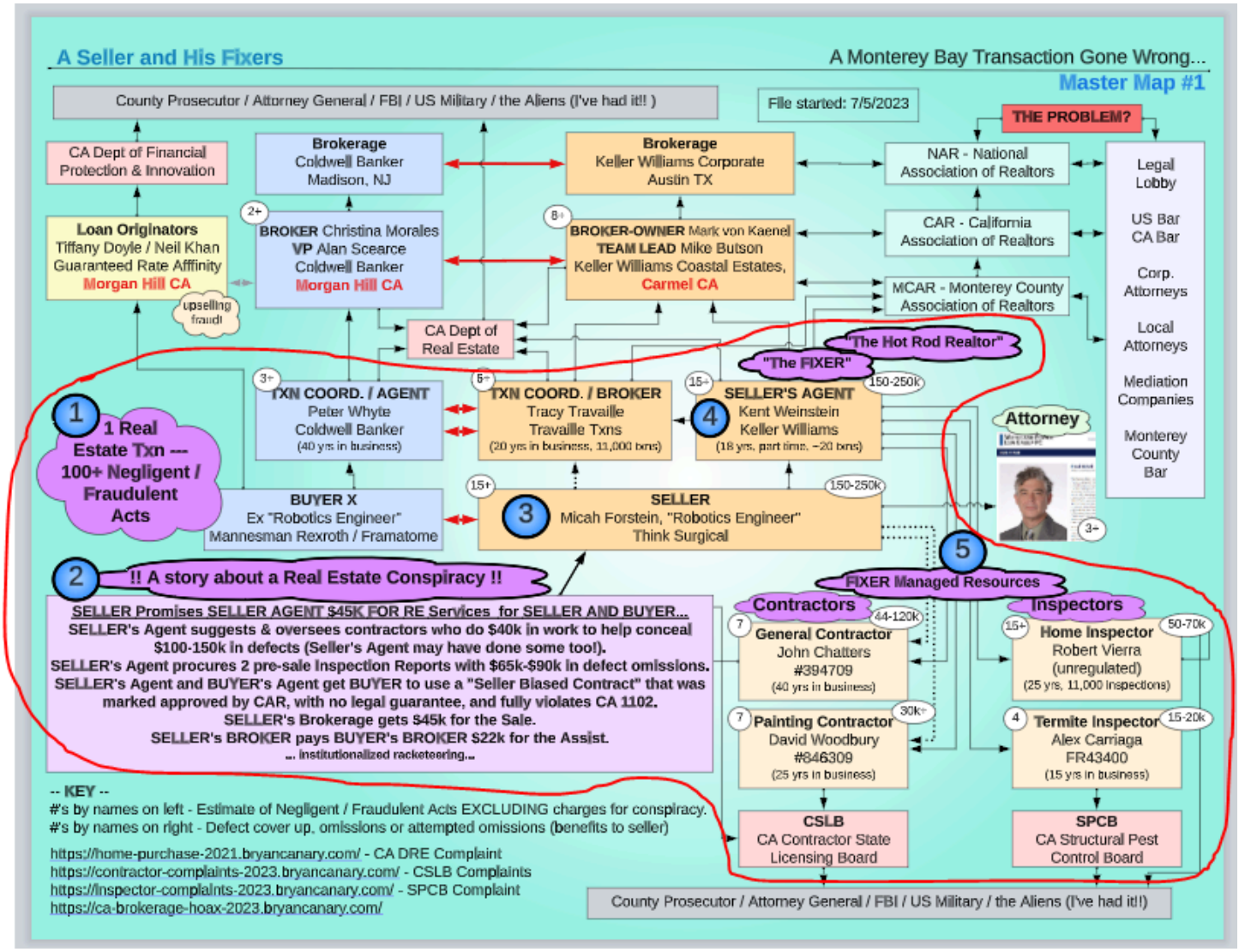
Application- Apply all coats evenly, free from runs sags and other blemishes. Allow each coat to dry thoroughly before applying subsequent coats.

Cost for Labor & Materials- $.1,250.00

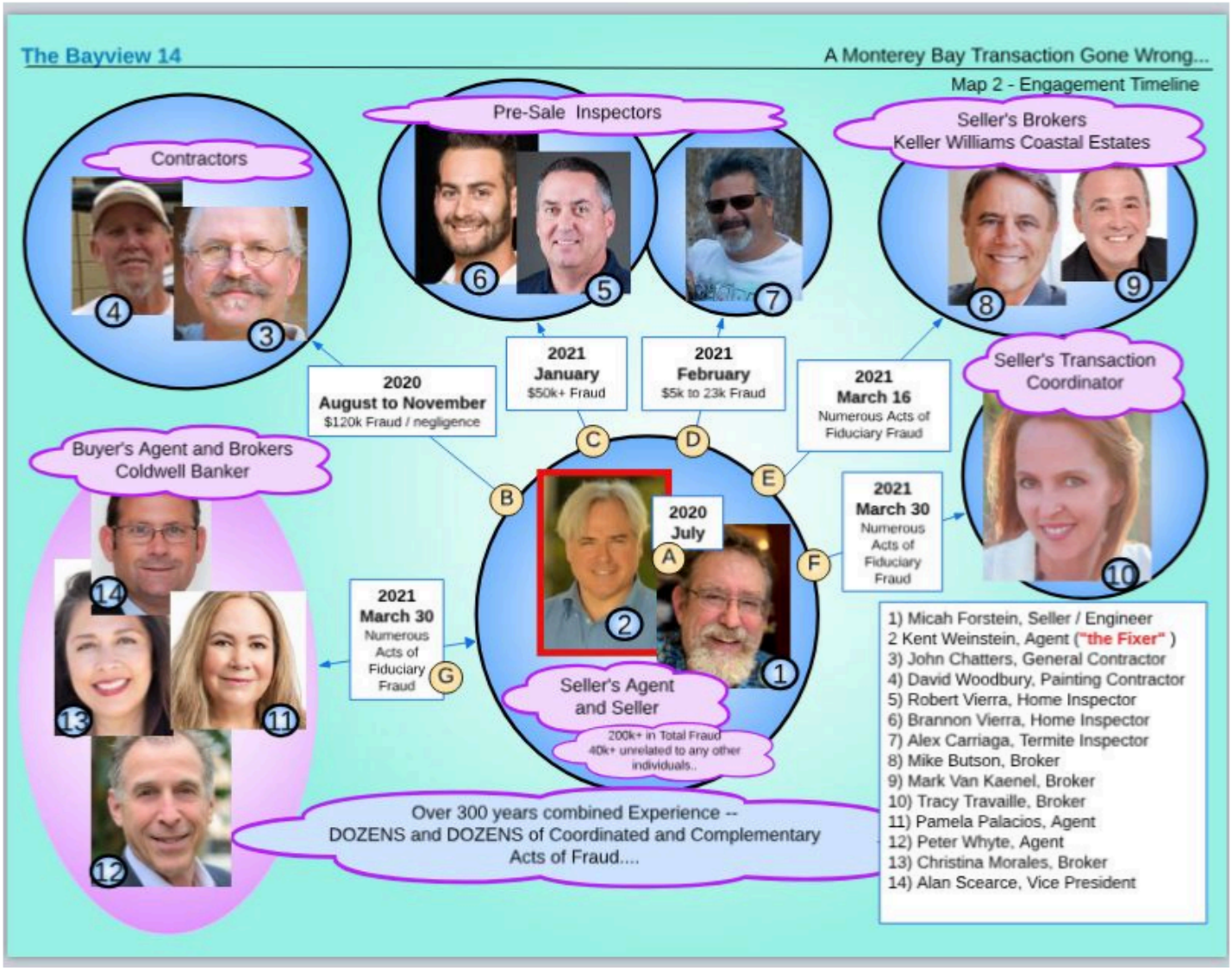
Flow Chart - Legal Lobby RICO Map



Flow Chart - A Seller and his Fixers



Flow Chart - The Bayview 14 - Engagement Diagram



2023-2024 Correspondence with B. James Fitzpatrick via info@fandslegal.com (blocked emails)

Info@fandslegal.com

From | Any time | Has attachment | To | Advanced search

Refresh More 1–11 of 11

info@fandslegal.com info@fandslegal.com

Mail Delivery Subsy.	Inbox Delivery Status Notification (Failure) - Message blocked Your message to info@fand...	May 28
me	testing... - testing 123...	May 28
me	FromMeToMe Fwd: District 2 Preliminary Response to Your Concerns - Dear Monterey Coun...	Jan 11
Mail Delivery Subsy.	Delivery Status Notification (Failure) - Message blocked Your message to info@fandslegal....	11/23/23
me	FromMeToMe RICO Claims -- CAR + CA DRE + 440,000 RE Licensees - Dear Monterey Atto...	11/23/23
Mail Delivery Subsy.	Delivery Status Notification (Failure) - Message blocked Your message to info@fandslegal....	8/25/23
me	FromMeToMe Termite Inspector Fraud - $4.500 due && evidence of systemic malpractices ...	8/25/23
me	Fwd: Monterey County Bar Association - DEMAND - fyi ---------- Forwarded message ----...	6/20/23
Mail Delivery Subsy.	Delivery Status Notification (Failure) - Message blocked Your message to info@fandslegal....	6/20/23
me	Monterey County Bar Association - DEMAND - Hello Monterey County Bar Board Members ...	6/20/23
me	Case Review Request - Canary et al vs _____ - Hi Jim, Alison and Laura , ...	

Current Screenshot showing that as email address for inbound email dialogue

https://www.fandslegal.com/contact

555 S. Main St.
Salinas, CA 93901

(831) 755-1311

info@fandslegal.com

6/10/2023 Email

Email Body

Case Review Request - Canary et al vs _____

Bryan Canary <bryan@bryancanary.com> Sat, Jun 10, 2023, 6:39 PM Reply
to info

Hi Jim, Alison and Laura ,

My partner and I are Monterey County residents.

We are looking for Civil Litigation Attorney(s) who do not have a significant Residential Real Estate Practice that might interfere with the pursuit of Real Estate Broker Involved Disclosure Fraud on an industry level.

Case Review request can be found as a gDoc at the following link:

- https://docs.google.com/document/d/1qHTFA_nxfxkrG-Gtivggil_uJUoOeKGba7zA-fK7Ob4/edit?usp=sharing
- You can make copy after opening document by clicking "File > Make a copy" or "File > Download"

The technical portion of the statutory part of this case is summed up in under half a page.

- Getting one's head around the size of the Hoax that's been in play requires the rest of the information.
- As you will see, most/all Attorneys who have been involved in residential Disclosure Fraud situations for the past 3 decades may have committed malpractice. Thus, the need for those who would have no conflict of interest with pursuing a simple truth.

This is a personal matter for us that has affected us financially, emotionally and mentally but it's more than that too...

- This is a gross community matter that needs to be resolved once and for all, and that makes this a bit different than most requests.
- Given the community nature of this problem, after reviewing this, please provide some feedback,even if it's just "thanks for the inclusion Bryan, but we are not interested in the case". If you are not interested, further comments are appreciated but not necessary. If you don't agree with the position, comments to that effect would be appreciated. .

Please reach out with any questions or needs for clarification.

Please respond no later than 5pm, Friday June 23, 2023 so we can get a feel for who has interest in this situation.

Thanks in advance for your consideration.

Regards,
Bryan Canary
443-831-2978
bryan@bryancanary.com

PS - Alison's background at Watsonville Law Center is very interesting. I wonder if they might be interested in this (too) ?

One attachment • Scanned by Gmail

20230609- MBay ...

Attachment Content

Seeking Litigator(s) without a significant Real Estate Practice for pursuing Real Estate Broker Involved Disclosure Fraud. Group Actions and an Individual Action to consider

As you will see, most/all Attorneys who have been involved in residential Disclosure Fraud situations for the past 3 decades may have committed malpractice. Thus, the need for those who would have no conflict of interest with pursuing a simple truth.

Request for Case Review 2
Jimenez v Capero et al -- Case Precedent for Broker Involved Disclosure Fraud 2
Case Outline / Brief / Summary / Opening Statement 4
Case Introduction / Introduction to Clause 14A Hoax 4
Clause 14A - Hoax Details 5
Clause 14A - Hoax Details - Side By Side 6
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Separation of Claims? 6
Common Law, Statutory Law, & Case Precedent References from CA Attorney (16 page PDF) 6
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For a smaller group claim (Monterey County for us and/or By County for others?) 7
For an Individual Claim 8
Other matters to Consider / Discuss 8
The formal definition of a "Hoax" 8
Introduction to Situation Specific Details 8
Administrative Complaints 9
Complaints excluding the CA 1102 Fraud for us are doable, but what's lost ? 9
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We need help dearly, both individually and as a California Community 10
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APPENDIX 1 - SCREENSHOTS OF RELEVANT CLAUSES 12
APPENDIX 2 - MINOR COMMENTARY 14

6/20/2023 - Email Send Log and block Notice

me	Fwd: Monterey County Bar Association - DEMAND - fyi ---------- Forwarded...		6/20/23
Mail Delivery Subsy.	Delivery Status Notification (Failure) - Message blocked Your message to info...		6/20/23
me	Monterey County Bar Association - DEMAND - Hello Monterey County Bar Bo...		6/20/23
me	Case Review Request - Canary et al vs _____ - Hi Jim, Alison and Lau...		6/10/23

Delivery Status Notification (Failure)

Mail Delivery Subsystem <mailer-daemon@googlemail.com> Tue, Jun 20, 2023, 2:04 PM Reply
to me

Message blocked

Your message to **info@fandslegal.com** has been blocked. See technical details below for more information.

The response from the remote server was:

```
550 5.4.1 Recipient address rejected: Access denied. [CO1PEPF000044EF.namprd05.prod.outlook.com 2023-06-20T21:04:59.678Z 08DB70969C8DCD5B]
```

---------- Forwarded message ----------
From: Bryan Canary <bryan@bryancanary.com>
To: Christine.Fenech@lewisbrisbois.com, eleitzinger@fentonkeller.com, rina@rinacpa.com, cdesroches@nheh.com, mlucido@fentonkeller.com, zstreiff@kaglaw.net, info@fandslegal.com
Cc:
Bcc:
Date: Tue, 20 Jun 2023 14:04:20 -0700
Subject: Monterey County Bar Association - DEMAND
----- Message truncated -----

6/20/2023 - Email (DEMAND to Monterey County Bar Association)

Email Recipients

Monterey County Bar Association - DEMAND

Bryan Canary <bryan@bryancanary.com> Tue, Jun 20, 2023, 2:04 PM Reply to all
to Christine.Fenech, eleitzinger, rina, cdesroches, mlucido, zstreiff, info

from: **Bryan Canary** <bryan@bryancanary.com>
to: Christine.F[redacted]h@lewisbrisbois.com, eleitzin[redacted]@fentonkeller.com, ri[redacted]@rinacpa.com, cdesro[redacted]@nheh.com, mluci[redacted]@fentonkeller.com, zstre[redacted]@kaglaw.net, info@fandslegal.com
date: Jun 20, 2023, 2:04 PM
subject: Monterey County Bar Association - DEMAND
mailed-by: bryancanary.com

Hello Monterey County Bar Board Members (partially) -

I only have about 1/3 of your email addresses. Please review the im

Doc 2a at the website below is a letter to the Monterey County Bar A

- https://attorney-search-2023.bryancanary.com/

Doc 2a is an informative letter with a DEMAND for a response.

- I believe most Attorneys would say no response is better th
- Whatever you do, don't provide one of those "Scooby Doo" questions asked.
- The Monterey County Association of Realtors already has that Bingo spot covered.
-
- It's uncomfortable to have to do this, but unsure what you would expect given the circumstances.

Some of you were cc'd on a letter last week, so this really should not come as a surprise to any of you.

Email Body

Monterey County Bar Association - DEMAND

Bryan Canary <bryan@bryancanary.com> Jun 20, 2023, 2:04 PM Reply to all
to Christine.Fenech, eleitzinger, rina, cdesroches, mlucido, zstreiff, info

Hello Monterey County Bar Board Members (partially) -

I only have about 1/3 of your email addresses. Please review the image below to see who was not copied and please forward.

Doc 2a at the website below is a letter to the Monterey County Bar Association.

- https://attorney-search-2023.bryancanary.com/

Doc 2a is an informative letter with a DEMAND for a response.

- I believe most Attorneys would say no response is better than a grossly incriminating one.
- Whatever you do, don't provide one of those "Scooby Doo" responses where you answer questions not asked and avoid the questions asked.
- The Monterey County Association of Realtors already has that Bingo spot covered.
-
- It's uncomfortable to have to do this, but unsure what you would expect given the circumstances.

Some of you were cc'd on a letter last week, so this really should not come as a surprise to any of you.

70 Attorneys were contacted last week (see list below). The letter sent to them is Doc 1a on the website.

- They were provided with a very recent case precedent with a $500,000 punitive damage award on $100k in damages on a $370k home for Broker Involved Disclosure Fraud (BIDF).
- They were provided information about a slam dunk for Broker Involved Disclosure Fraud in my possession.
- My damages are 150k to 250k on a 900k home, and we have a dozen or so acts of Broker Involved Disclosure fraud.
- $500k to $1M punitive damages split with attorney seems more than reasonable.
- Heck we'd even give away the Lion's share, if that's what it took...
- Is anyone surprised not one of 70 local attorneys has replied back expressing interest yet?

When one person cheats in a regulated system it's impossible to predict it.

- If a handful of cheaters are sprinkled into a regulated system, it can be tough to discern and manage
- When every professional in two disparate industries are doing it together, it tends to stick out a LOT.
- Who thought sustaining such a GROSS and EGREGIOUS Hoax was such a good idea?
- How exactly did anyone think it was going to end?
- This is almost as bad as the FED's debt problem but on a micro scale.
- It can have no good endings for those who participated actively nor those who looked the other way.

I was only able to get a portion of the email addresses for your group.

- I was not able to get the email addresses for the President, the Judge nor the Assistant DA, along with many others.
- Please make sure they all get a copy of this.

A response is due by next Friday.

- My feelings won't be hurt in the least if you all collectively go silent.
- Please just don't keep lying or presenting a false image of Professionalism.
- And please do NOT make up something not rooted in sound RE Theory or Law that would further embarrass either of your industries further.
- That's last century stuff.

Bryan

Grp Code	Firm	Last Name	First Name	Email		role	phone	email Date	comments
Mry County	MC Bar Assoc	Negrete	Cindy			President			
Mry County	MC Bar Assoc	Fenech	Christine Balbo	Christine.Fenech@lewisbri	https://lewisbrisb	Past Pres	Lewis Brisbois		
Mry County	MC Bar Assoc	Sutherland	Kelly McCarthy		https://www.anth	Pres Elect	Anthony Lombardo and assoc		
Mry County	MC Bar Assoc	Leitzinger	Elizabeth	eleitzinger@fentonkeller.co	https://fentonkel	Secretary			
Mry County	MC Bar Assoc	Tringali	Rina	rina@rinacpa.com	https://rinacpa.c	CPA			
Mry County	MC Bar Assoc	Des Roches	Chuck	cdesroches@nhch.com	https://www.nhcl	Board Dir			
Mry County	MC Bar Assoc	Vallarta	Vanessa		https://www.mon		MC Judge		
Mry County	MC Bar Assoc	Lucido	Marco	mlucido@fentonkeller.com	https://fentonkel	Board Dir			
Mry County	MC Bar Assoc	Nassiama	Lana		https://www.linke	Board Dir	MC Assistant DA		
Mry County	MC Bar Assoc	Streiff	Zachary	zstreiff@kaglaw.net	https://kaglaw.ne	Board Dir			
Mry County	MC Bar Assoc	Fitzpatrick	Jim	info@fandslegal.com	https://www.fand	Board Dir			
Mry County	MC Bar Assoc	Urazil	Peter		https://www.lrgat	Board Dir			
Mry County	MC Bar Assoc	Casey	Patrick		https://www.lrgat	Board Dir			
Mry County	MC Bar Assoc	Cisneros	Joe		https://biegellaw.	Board Dir	goes to pebble beach website		
Mry County	MC Bar Assoc	Pino	Derick			Board Dir	MCL		
Mry County	MC Bar Assoc	Dorsel	Katherine		https://www.yelp	Board Dir	family and RE law		
Mry County	MC Bar Assoc	Adams	Isaac		https://www.linke	Board Dir	PB in house ocunsel , ex MC DA, ex MCL, DLI, RECENT RE certs		
Mry County	MC Bar Assoc	Shillings-Barrera	Jessica		https://www.linke	Board Dir	Law student?		
Mry County	MC Bar Assoc	Elkington	Laura			MCBA Exec Director			
Mry County	MC Bar Assoc	Ornelas	Jessica Chavez			Lawyer Ref Svc Coordinator			
Mry County	MC Bar Assoc								

Firm	Last Name	First Name	Email		role	phone	email Date	comments		
Horan Lloyd	Dyer	Stephen	sdyer@h	https://horanlaw			6/10/2023	forehead...		#N/A
Horan Lloyd	Blum	Mark	mblum@	https://horanlaw			6/10/2023			
Horan Lloyd	Cook	James	jcook@h	https://horanlaw			6/10/2023			
Horan Lloyd	Gianola	Elizabeth	egianola	https://horanlaw			6/10/2023			
Horan Lloyd	Howard	Virginia	vhoward	https://horanlaw			6/10/2023			
Horan Lloyd	Meyers	Mark	mmyers@	https://horanlaw			6/10/2023	bounced... 6/8		
Horan Lloyd	Demarla	Kristin	kdemarla	https://horanlaw			6/10/2023			
Horan Lloyd	Smith	Nicholas	nsmith@	https://horanlaw			6/10/2023		https://www.allcaliforniaattorneys.com/attorney/3272	
Horan Lloyd	Harrington	Michael	atk@hor	https://horanlaw			6/10/2023			
Walker & Read								no public emails		
Nicora Law Offices	Nicora	Albert	anicora@	https://www.nico			6/10/2023			
Nicora Law Offices	Nicora	Jacqueline	jnicora@	https://www.nico			6/10/2023			
Nicora Law Offices	Clarke	Joelle	jclark@n	https://www.nico			6/10/2023			
Nicora Law Offices	Bloomuist	Andrew	ablomqu	https://www.nico			6/10/2023	bad email first try.		
Nicora Law Offices	Atteridge	Michael	maattark	https://www.nico			6/10/2023			
Kennedy, Archer & Giffe	Kennedy	Nolan	nkenned	https://kaglaw.ne			6/10/2023			
Kennedy, Archer & Giffe	Archer	Daniel	darcher@	https://kaglaw.ne			6/10/2023			
Kennedy, Archer & Giffe	Giffin	Jon	jgiffen@k	https://kaglaw.ne			6/10/2023			
Kennedy, Archer & Giffe	Jamison	Thomas	---							
Kennedy, Archer & Giffe	Willoughby	David	dwilloug	https://kaglaw.ne			6/10/2023			
Kennedy, Archer & Giffe	Simpson	Robert	rsimpsor	https://kaglaw.ne			6/10/2023	mass torts for unnecessary bypass ops		
Kennedy, Archer & Giffe	Donlon	Ryan	rdonlon@	https://kaglaw.ne			6/10/2023			
Kennedy, Archer & Giffe	Streiff	Zachary	zstreiff@	https://kaglaw.ne			6/10/2023			
Kennedy, Archer & Giffe	Shillings-Barrera	Jessica	jshillings	https://kaglaw.ne			6/10/2023			
Fenton & Keller	Panetta	Christopher	cpanetta	https://fentonkell			6/10/2023			
Fenton & Keller	Boyns	Sara	sboyns@	https://fentonkell			6/10/2023			
Fenton & Keller	Call	Brian	bcall@fe	https://fentonkell			6/10/2023			
Fenton & Keller	Kingshaven	Troy	tkingsha	https://fentonkell			6/10/2023			
Fenton & Keller	Kesecker	John	jkesecke	https://fentonkell			6/10/2023			
Fenton & Keller	Leitzinger	Elizabeth	eleitzing	https://fentonkell			6/10/2023			
Fenton & Keller	Kreeft	Andrew	akreeft@	https://fentonkell			6/10/2023			
Fenton & Keller	Kleinkopf	Kenneth	kkleinko	https://fentonkell			6/10/2023			
Fenton & Keller	Lorca	Alex	alorca@f	https://fentonkell			6/10/2023			
Fenton & Keller	Oliver	Darric	doliver@	https://fentonkell			6/10/2023			
Fenton & Keller	Hilburn	Carol	chilburn	https://fentonkell			6/10/2023			
Fenton & Keller	Lucido	Marco	mlucido	https://fentonkell			6/10/2023			
Fenton & Keller	Rodriquez-Moral	Gladys	gmorales	https://fentonkell			6/10/2023			
Fenton & Keller	Levang	Bradley	blevang	https://fentonkell			6/10/2023			
Fenton & Keller	Cameron	Ashley	acamero	https://fentonkell			6/10/2023			
Fenton & Keller	Long	Christopher	clong@f	https://fentonkell			6/10/2023			
Fenton & Keller	Nannini	Christopher	cnannini	https://fentonkell			6/10/2023			
Fenton & Keller	Clemens	Tara	tclemens	https://fentonkell			6/10/2023			
Fenton & Keller	Keller	Charles	ckeller@	https://fentonkell			6/10/2023			

Firm	Last Name	First Name	Email		role	phone	email Date	comments
Noland, Hamerly, Etienn	Ascher	Yvonne	yascher(	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Baldwin	Timothy	tbaldwin(	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Berg-James	Lindsey	lbergjam	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Des Roches	Charles	cdesroch	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Finnegan	Leslie	lfinnegar	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Kemp	Christine	ckemp@	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Little	Danny	dlittle@n	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Masuda	Mike	mmasud	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Meyenberg	Randy	Rmeyenl	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Frassetto Olsen	Anne	aolsen@	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Payne	Sharilyn	spayne@	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Pearson	Stephen	spearsor	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Quinn	Heidi	hquinn@	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Secker	Anne	asecker(	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Shearer	William	wsheare	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Simpson	Robert	rsimpsor	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Toledo	Ana	atoledo@	https://www.nhel			6/10/2023	
Noland, Hamerly, Etienn	Villla	Geraldine	gvilla@n	https://www.nhel			6/10/2023	
Fitzpatrick & Swanston	Espinoza	Tom	tom@es	http://www.espin			6/10/2023	
Fitzpatrick & Swanston	Espinoza	Lori	lori@esp	http://www.espin			6/10/2023	
Fitzpatrick & Swanston	Barton	Brian	brian@e	http://www.espin			6/10/2023	
Fitzpatrick & Swanston	Fitzpatrick	Jim	info@far	https://www.fand			6/10/2023	
Fitzpatrick & Swanston	Baker	Alison		https://www.fand			6/10/2023	Watsonville Law Center
Fitzpatrick & Swanston	Franklin	Laura		https://www.fand			6/10/2023	
Piccuta Law Group	Piccuta	Charles (Chuck)	chuck@	https://www.picc			6/13/2023	
Piccuta Law Group	Piccuta	Charles (Tony)	charles@	https://www.picc			6/13/2023	
Piccuta Law Group	Laydon	Matt	matt@pi	https://www.picc			6/13/2023	
Silva Injury	Silva	Michael Joe	no email	https://silvainjury			6/13/2023	sent contact us page
Allen Law Firm	Allen	Scott	no email	https://www.sjall			6/13/2023	sent contact us page
Dunnion Law	Dunnion	Tom	no email	https://www.dunr			6/13/2023	sent contact us page
Biegel Law Firm	Biegel	Lawrence	no email	https://biegellaw.			6/13/2023	sent contact us page
Monterey Attorney	Meyer	Dutch	case-rev	https://www.mon			6/13/2023	sent contact us page
Patane Gumberg Avila			receptior	https://pgalawfir			6/13/2023	sent contact us page
Miguel Hernandez	Hernandez	Miguel	Jevin@s	https://www.migu			6/13/2023	sent contact us page
Chris Cain	Cain	Chris	ChrisCai	https://chriscainl.			6/13/2023	sent contact us page
Maribel Penaloza	Penaloza	Maribel		https://penalozal			6/13/2023	sent contact us page
James Dozier	Dozier	James (Jim)	jhdozierl	http://salinasmor			6/13/2023	sent contact us page
Worthington Law Center	Worthington	Thomas / Brian		https://www.wort			6/13/2023	sent contact us page
Kim	Kim	Stephan		https://bankruptc			6/13/2023	sent contact us page
Pernik Law	Pernik	William		https://www.pern			6/13/2023	sent contact us page
Rucka O Boyle, Lobardo				https://www.rolm			6/13/2023	sent contact us page
Redula & Redula			frontdesk	https://www.redu			6/13/2023	sent contact us page
Sprenkle Georgariou & [			info@for	https://sprenkleg			6/13/2023	sent contact us page
Tade Law				https://www.tade			6/13/2023	sent contact us page

RICO Questionnaire - General

The following are questions you can answer to determine if you are engaging in fraud.

1. By Association - Do you have any prior professional experience or engagements with **Bill Jansen, Vickie Neidorf, Shannon Jones or David Hamerslough** ?

2. CAR RPA - Are you willing to swear under oath that you feel contract clauses 14A, 14F, 11 and/or 12 are properly representative of CA Law? Yes or No

3. CAR RPA - Was the CA RPA provided to us to make an offer deemed a “contract” ? Yes or No

4. CAR RPA - Was a Contract to Purchase formed at time of Agreement Acceptance? Yes or No. If no, when was a contract formed?

5. REPRESENTATION STATEMENTS - Does California have generic or real estate specific laws that define when representation statements subject to fraudulent misrepresentation are due ? Yes or No If yes, what are those delivery timing requirements?

RICO Questionnaire - Specific to Affirmative Responses

Our complaint is related to the purchase of real property. The defendant is a painter. He was hired by the Seller, Seller's Agent and/or General Contract prior to the sale of the property to do painting related work. He was paid approximately $16,000 to do work. Plaintiffs contend that work concealed material facts and defects that were not then disclosed by the Seller via the presentation of his quotes, invoices or even a list of work he had completed. Furthermore, the painter did not pull permits so there was no way to know he had been engaged for 16,000 in work.

During escrow facts were presented that revealed who the painter was, some indication as to what work he had done and some quotes and estimates but not those that would have incriminated him on much fo the concealment work. Those were omitted but theory admitted he did the work and so did he. We believe those were omitted because they likely include comments about initial condition and the use of stain blockers.

Jue v Smiser clearly supports the basic principle of fraudulent misrepresentation and concealment. All material facts and defects must be shared with a buyer prior to forming a purchase agreement. Reliance for purpose of fraud / deceit stops there. Deceit includes acts of concealment.

Thus, the causes of action for fraud are for the concealment of material facs and defects while not pulling permits to make it known what work he did. There are or should be no clauses in the "purchase agreement" that the Painter, or yourself as his Attorney, should feel you can rely on for release of liability.

By law your Affirmative defenses need to be based in law and facts, even in the case of a General Denial. Absent that, Attorneys can sell false hope to Clients, which is Attorney Malpractice and the cost to weed through those for a Plaintiff are damages to a third party.

1	Does not state facts to justify cause of action	**A DEFENSE**	
2	Plaintiff was actively negligent	Contract Clause 11, 12, 14F	
3	Indemnification , fault of 3rd party	**A DEFENSE**	
4	Plaintiffs acted with full knowledge of all facts and circumstance	Contract Clause 14F	
5	Plaintiff were negligent	Contract Clause 11, 12, 14F	
6	Plaintiff at fault	Contract Clause 11, 12, 14F	
7	Intervening Cause	Not viable or relevant defense	
8	Warranty	Contract Clause 11 Warranty how?	

9	Warranty	Contract Clause 11 Warranty how?	
10	No privity for breach of warranty	Contract Clause 11 Warranty how?	
11	No notice for breach of warranty	Contract Clause 11 Warranty how?	
12	Plaintiff directed, ordered, approved conduct and is estopped	Not viable or relevant defense	
13	Plaintiff modified altered or abused materials	Not viable or relevant defense	
14	<< missing >>		
15	Defendant satisfied contracts and obligation with plaintiff	Not viable or relevant defense	
16	Defendant satisfied contracts and obligation with plaintiff take 2	Not viable or relevant defense	
17	Acts not completed were excused	Not viable or relevant defense	
18	plaintiff failed to state cause of action or in time to remediate	Not viable or relevant defense	
19	Defendant satisfied contracts and obligation with plaintiff take 3 = novation	Not viable or relevant defense	
20	Defendant satisfied contracts and obligation with plaintiff take 4 = 1521-1524	Not viable or relevant defense	
21	Defendant satisfied contracts and obligation with plaintiff take 5 = 1541	Not viable or relevant defense	
22	Defendant made no acts or omissions that cause damages	**A DEFENSE**	
23	Plaintiff knowingly and voluntarily waived an future obligations or liabilities for defendant	Contract Clause 11, 12, 14F	
24	Complaint fails to state cause of action against defendant	**A DEFENSE**	
25	Defendant claims his position was altered by Plainiff - estoppe	Not viable or relevant defense	

26	Plaintiff is in material breach of contracts or agreements in the complaint	Contract Clause 11, 12, 14F	
27	Denial of joint and several	**A DEFENSE**	
28	Fails to state facts sufficient to constitute cause of action for liability	**A DEFENSE**	
29	Plaintiff barred by economic loss doctrine	Not viable or relevant defense	
30	Plaintiff barred by Ca Code 1375	Not viable or relevant defense	
31	Statute of Limitations - 335 through 349.4	**A DEFENSE**	
32	Expiration of warranty	Contract Clause 11 Warranty how?	
33	Nuisance	Not viable or relevant defense	

Email Service Requirements

is consent to electronic service required in california

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(f) Service by the parties and other persons

(2) A document may not be electronically served on a nonparty unless the nonparty consents to electronic service or electronic service is otherwise provided for by law or court order.

California Courts (.gov)
https://www.courts.ca.gov › cms › rules

California Rules of Court: Title Two Rules - California Courts

About featured snippets • Feedback

5/11/2024 - Notification of Default accepted by individual at Woodbury Residence

9405830109355095156604

Tracking Number:

9405830109355095156604

Copy Add to Informed Delivery

Latest Update

Your item was delivered to an individual at the address at 3:54 pm on May 11, 2024 in MONTEREY, CA 93940.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered
Delivered, Left with Individual
MONTEREY, CA 93940
May 11, 2024, 3:54 pm

Out for Delivery
MONTEREY, CA 93940
May 11, 2024, 6:10 am

Arrived at Post Office
MONTEREY, CA 93940
May 11, 2024, 5:22 am

Arrived at USPS Facility
MONTEREY, CA 93940
May 11, 2024, 4:15 am

Departed USPS Regional Facility
SAN JOSE CA DISTRIBUTION CENTER
May 11, 2024, 3:01 am

Arrived at USPS Regional Facility
SAN JOSE CA DISTRIBUTION CENTER
May 10, 2024, 5:11 pm

USPS in possession of item
MARINA, CA 93933
May 10, 2024, 2:23 pm

Shipping Label Created, USPS Awaiting Item
CASTROVILLE, CA 95012
May 9, 2024, 12:17 pm

Hide Tracking History

What Do USPS Tracking Statuses Mean?

5/20/2024 - Notification of Default delivered to mailbox at Woodbury Residence

9405830109355098032356

Tracking Number:

9405830109355098032356

Copy Add to Informed Delivery

Latest Update

Your item was delivered in or at the mailbox at 2:39 pm on May 22, 2024 in MONTEREY, CA 93940.

Delivered
Delivered, In/At Mailbox
MONTEREY, CA 93940
May 22, 2024, 2:39 pm

Out for Delivery
MONTEREY, CA 93940
May 22, 2024, 6:10 am

Arrived at Post Office
MONTEREY, CA 93940
May 22, 2024, 4:56 am

Departed USPS Regional Facility
SAN JOSE CA DISTRIBUTION CENTER
May 22, 2024, 3:06 am

Arrived at USPS Regional Facility
SAN JOSE CA DISTRIBUTION CENTER
May 21, 2024, 5:52 pm

USPS in possession of item
SEASIDE, CA 93955
May 21, 2024, 1:40 pm

Shipping Label Created, USPS Awaiting Item
CASTROVILLE, CA 95012
May 20, 2024, 11:36 am

Hide Tracking History

Emails to Woodbury - "No excuse for Surprises"

Email Log - 3/13/2023 - 3/14/2024

to: dwoodburypainting@gmail.com

Google B

From | Any time | Has attachment | Advanced search

Refresh More 1–7 of 7

dwoodburypainting... dwoodburypainting@gmail....

me	!!Kibel - from/to	Re: Mry Cty RE Fraud - 3 Complaint Drafts // 5 I...	Mar 14
me		Fwd: Mry Cty RE Fraud - 3 Complaint Drafts // 5 Individuals // (...	Mar 5
me		12 Bayview Road - Initial Notice of Criminal Complaints // Civil N...	Feb 24
me		Fwd: CA DRE Complaint vs Weinstein/Keller Williams/Coldwell B...	Jan 18
me		12 bayview -- paint can video - Svetlana - In recent email you p...	10/11/23
me		Re: CA DRE Complaint vs Weinstein/Keller Williams/Coldwell Ba...	4/14/23
me		CA DRE Complaint vs Weinstein/Keller Williams/Coldwell Banke...	3/13/23

Woodbuary had 1 year notice of problems with numerous requests to remedy prior to court. An very reasonable financial offer contingent on support to provide details against the Seller and Agent was extended to rectify and he and the GC refused to engage in dialogue.

3/13/2023 - Initial outreach and compromise offer

CA DRE Complaint vs Weinstein/Keller Williams/Coldwell Banker now active - Your work at 12 Bayview Rd

B

Bryan Canary <bryan@bryancanary.com> Mon, Mar 13, 2023, 11:34 AM Reply to all
to dwoodburypainting, jowcha

Dear John and Dave -

You are getting this email due to your work at 12 Bayview Road. As you are both aware, a tremendous amount of concealment work transpired at that property in preparation for sale.

As you may not be aware, I, as the buyer, forced documents from the Seller's Agent and Seller revealing your quotes, invoices and email dialogue related to the concealment work.

A complaint against Weinstein, Keller Williams and Coldwell bankers is now active with the California Real Estate Commission. They have hundreds upon hundreds of pages of documents. Due to size and breadth of the problems revealed in this transaction, those were made available to them and others in law enforcement via a public website: https://home-purchase-2021.bryancanary.com/

As you will see on that website, the FTC, the Department of Justice, the Attorney General of CA, and the Monterey County Prosecutor's office were notified of the website s and the transaction details in November 2022.

I chose not to reach out to you individually until the CA DRE investigation was active, which it is as of last week.

Attached is a detailed letter for you both with questions in the appendix.

Hopefully you will be willing to work with me to place blame where blame is due and to financially correct your involvement in this.

Please reply to this Demand for Information and Cooperation by Friday, 3/24/2023.

All initial correspondence should be done via email. If we need to have a phone conversation we can schedule that.

Thanks for your attention to these very big matters.

Bryan

One attachment • Scanned by Gmail

LetterToPainter_...

4/14/2023 - "I don't want anyone to be surprised moving forward, especially Attys you may try to engage"

Re: CA DRE Complaint vs Weinstein/Keller Williams/Coldwell Banker now active - Your work at 12 Bayview Rd

B

Bryan Canary <bryan@bryancanary.com> Fri, Apr 14, 2023, 9:58 AM Reply to all
to dwoodburypainting, jowcha

Hello John and Dave -

It's been a month and a day since I sent this. You had 11 days to respond. Unfortunately, I have received nothing in response.

I will now proceed with you both and this matter another way.

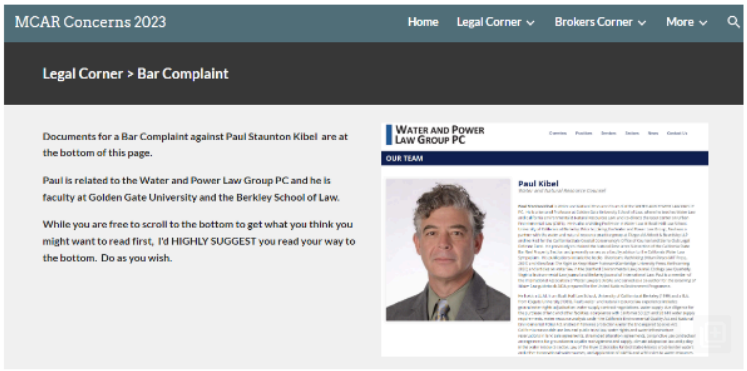
- If at any point in time you'd like to have a dialogue, please reach out via email / in writing only.

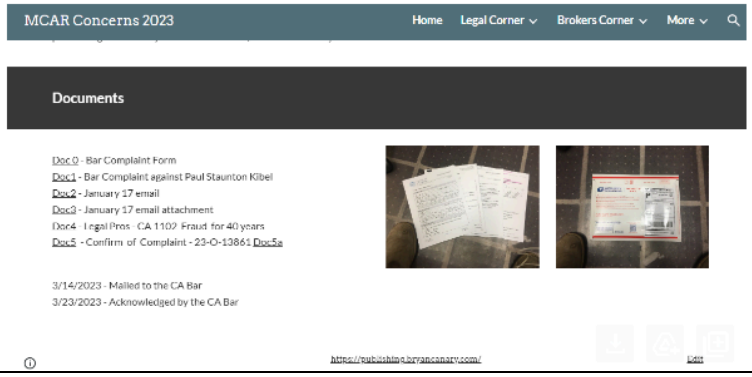
If you engage any Attorneys in this to reach out, tell them to act appropriately, or they'll have a Bar Complaint filed against them before they can think twice. Here's an example of what one of those looks like. This "was" Micah's Attorney

-
- https://mcar-concerns-2023.bryancanary.com/legal-corner/bar-complaint
- It went out on 3/14/2023 and it was acknowledged by the CA Bar on 3/23/2023.

I don't want anyone to be surprised moving forward, especially any Attorneys you may try to engage.

Bryan





2/24/2024 - notification of Criminal and Civil Complaints pending

12 Bayview Road - Initial Notice of Criminal Complaints // Civil Negotiations pending...

B

Bryan Canary <bryan@bryancanary.com> Sat, Feb 24, 9:53 PM Reply to all

to Micah, Kent, jowcha, dwoodburypainting, alex, Robert, tracy, markvk, mikebuston, Pamela, Peter, christina.j.morales,

Dear Micah et all -

In 1948 there was a case precedent, ***Bagdasarian v. Gragnon***, which addressed the Discovery of Defects during escrow.

> "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. "

In 1994 there was another relevant Case Precedent, ***Jue vs Smiser,*** related to defects found during escrow which reinforces the older one..

> "The Plaintiffs discovery of the true facts after signing a real property purchase agreement, but before the close of escrow, does not preclude a finding of justifiable reliance with the respect to false representations made by the defendant before the purchase agreement was signed. The plaintiffs reliance at the inception of the agreement is sufficient to support recovery for fraud".

In 1993 there was another relevant case precedent, ***Loughgrin vs Superior Court***...

> "The purchase contract was not intended to insulate Seller from Liability for misrepresentation in the preparation of the statutory disclosure form."

In 2022, there was another relevant case precedent, **Jiminez vs Capero**

> A $350,000 home was conveyed with $100,000 in non-disclosed defects that involved willfully fraudulent behavior of the Agent(s).
>
> The award for that fraud was $100,000 in compensatory damages and $500,000 in punitive damages.
>
> A 5x multiplier for fraud is a "suggestion" in CA courts, but there are no statutory requirements. It could be less, but it could also be much more.
>
> The Frauds committed there pale in comparison to the decet-filled, spiteful and predatory nature of EVERYONE in this transaction... with special emphasis on the two contractors, the two inspectors, Kent, yourself and several in my own Brokerage.

I shifted to CRIMINAL COMPLAINTS in a very public way...

==========

Criminal Complaints - Monterey County DA

In the past 2 weeks I have completed the process of filing 14 Criminal Complaints against every licensed person, contractor and inspector that was involved in our transaction as well as you.

You, Micah, are one of those 14, because you funded what turned out to be a $200,000 fix up and disclosure fraud scheme. I can not succinctly describe the mountain of POO you are facing, and neither can many others at this time, because nobody ever dreamed anyone would actually be able to track, unwind and document one of these fix up and fraud schemes. Those Engineering skills and an understanding of document control sure come in handy sometimes....

- You paid two contractors $55,000 to create and/or conceal $120,000 in defects
- Kent paid two inspectors about $800 to omit over $60,000 in defects any novice inspector would have called out with ease -- in reports that were given to us as "your" representation statements about as is condition
- You paid Keller Willams $45,000 in brokerage fees to execute a sale via a fully fraudulent process
- You paid Kent Weinstein _____ in additional funds for managing your property and overseeing all the work to fix it up (I don't what you paid. i assume it was something. Even if it was zero it's of little relevance)
- In addition to provided numerous documents and statments from others that were fully fraudulent, you yourself made numerous false statements and omissions on documents you provided (late).

1 Year for Prosecution - The District Attorney still has just over **1 year** to do investigations, with or without my support, for the bulk of the frauds committed by the "Bayview 14". And when I say "without" I don't mean "without". I have 1000's of pages already published. I just mean without me nipping at their heels if we can all come to a financial settlement first.

- The Jail time for Grand theft is up to 3 years for under 60k and 4 years for over 60k, and that's something that not only you might face given the extensive and actual fraud that transpired, but MANY of the others might face it too, with the Contractors and Inspectors both first on the list, but the others not far behind

- For Felony Fraud, it seems the Monterey County DA can pursue Restitution for us with a $200,000 target, and she can pursue treble damages (3x) for another $600,000., from any combination of the "Bayview 14" she deems fit, and I'm not sure it all stops there.

4 years for Prosecution for Racketeering - Given I didn't discover the Jue vs Smiser Case precedent until a few weeks ago, and prior to that, I had a logical case for racketeering but could get no Attorneys to validate it, with the case precedents that PROVE IT, arguably she has **4 years** from now to complete an investigation into industry wide racketeering, with our case as the cause for that.

Website - As you (all) might imagine, I presented my documents via a public website as I wanted to make sure nothing got lost or buried in the filing process. At some point soon I will share that with you all for those who haven't come across the URL already

Civil Complaints - Me vs _____ { Chatters // Carriaga // Vierra // Palacios // others} --- in separate Torts...

I would have Civil Attorneys hounding all of you already IF I had found any that weren't in on the 38 year hoax and/or the cover up.

The latest Attorney victim of an exposing phone call was a good Jewish man who screened our call by asking for names of the seller and agent befoer asking for Brokerage names ,as any good attorney should have done first. When I told that good Jewish man the name of Forstein and Weinstein, I figured he'd start piling on false poo, and damn did he. On behalf of your tribe, presumably without knowing who either of you were, he proceeded to make over 10 false statements of fact about CA Law while excluding the most relevant case precedents. Can you imagine why he might have done that? Can you imagine who I shared that experience with?

My intentions as of now are to personally file SEPARATE torts against everyone BUT you in the next 35 days, if we don't all come to a settlement.

The reason I'm not filing against you right away may become clear later.

In civil court I can purse compensatory damages and FIVE TIMES THAT, or more... so my $200,000 goes to $1.2 Million or far more... AND it would require all of you all to make statements that might be incriminating of ourselves or others in Criminal Investigations

Chatters - 120k --> 720k in damages
Carriaga ---> 5k to 23k --> 25k to 125k
Vierra ---> 50k ---> 250k (and there's no way in hades your little disclaimer about use for representation will over you, especially given you then give buyers instructions fo what to ask sellers about)

Travalle --> You say you've handled 15,000 Transactions? and you didn't know the TDS really was due to a buyer BEFORE Agreement Acceptance if it contained any material facts at all? AND you allowed three patently incomplete statutory documents through your hands without getting the Selling Broker involved? What kind of "professional" does that?

Palacios ./ Whyte - You all thought it a good idea to deal in incomplete documents too , without getting the Selling Broker involved and intimidating us with a statement that we might lose a transaction we had secured, to an included title the day prior?

there's not one of you that has any business stepping into court against me. not one of you.

In the coming days I will be sending out a "Negotiation Letter"

I am going to present EXTREMELY ATTRACTIVE settlement offers for everyone but Micah.

if you all cover most of his debts, maybe he and/or I can go after the big money -- and maybe if we win, might forgive yours

3/5/2024 - Complaint Copies provided to Woodbury et al w 40 politicians on cc

Notice to Chatters, Woodbury, Carriaga and Vierra

Fwd: Mry Cty RE Fraud - 3 Complaint Drafts // 5 Individuals // ("The Bayview 14")

B **Bryan Canary** <bryan@bryancanary.com> Mar 5, 2024, 1:39 PM Reply to all
to Micah, Kent, jowcha, dwoodburypainting, alex, Robert, tracy, markvk, mikebuston, Pamela, Peter, christina.j.morales, /

Dear "Bayview 14" --

In return for the attempts to invert everything in our transaction, I'm returning the favor.

Instead of filing complaints first and then notifying you and others, I've published the complaints, I've notified 40 local politicians and there were DOZENS of local attorneys on the BCC

John, David, Robert, Brannon and Alex,

Please review your complaints / these complaints. If you'd like to avoid a court case where I pursue the full amount listed with the potential of piling on more for personal injury, start negotiating with me. Make me an offer to settle these before I have to file them. As of now, I'll be representing myself, so I have no legal fees. Do keep that in mind and do note my comments below of what transpires if I have to file them.

If you want to start a dialogue, reach out via email and we can continue in writing or setup a time to talk by phone. I do not advise you to get an Attorney involved but understand if you feel the need. If they contact me on your behalf, make sure they follow proper legal and ethical protocols or it will reflect on my pursuit for remedy from each of you, as well as them.

For those not covered in these complaints, yours are in draft.

I have another letter/email prepared for "the bayview 14", with more information that I may or may not send later today or in coming days.

The five of you listed on the complaints below have until Friday March 15 at 5pm PST to make contact and make progress towards expressing your desires for remedy. Or, tell me to "pound sand", in which case i'll move forward with complaint filing and will cease with any further courtesy.

Bryan

---------- Forwarded message ---------
From: **Bryan Canary** <bryan@bryancanary.com>
Date: Tue, Mar 5, 2024 at 1:07 PM
Subject: Mry Cty RE Fraud - 3 Complaint Drafts // 5 Individuals // ("The Bayview 14")
To: 100-District 1 (831) 647-7991 <District1@co.monterey.ca.us>, 100-District 2 (831) 755-5022 <district2@co.monterey.ca.us>, 100-District 3 (831) 385-8333 <District3@co.monterey.ca.us>, 100-District 4 (831) 883-7570 <district4@co.monterey.ca.us>, 100-District 5 (831) 647-7755 <District5@co.monterey.ca.us>, ClerkoftheBoard <cob@co.monterey.ca.us>, <senator.laird@senate.ca.gov>, <assemblymember.rivas@assembly.ca.gov>, <joglesby@ci.seaside.ca.us>, <info@jimmypanetta.com>, <bdelgado62@gmail.com>, <marina@cityofmarina.org>, <medinadirksen@cityofmarina.org>, <bmccarthy@cityofmarina.org>, <kybiala@icloud.com>, <visscher@cityofmarina.org>, <dpacheco@ci.seaside.ca.us>, <agarcia@ci.seaside.ca.us>, <RBurks@ci.seaside.ca.us>, Alex Miller <amiller@ci.seaside.ca.us>, <twilliamson@monterey.org>, <kbarber@monterey.org>, <ggarcia@monterey.org>, <haffa@monterey.org>, <bpeake@cityofpacificgrove.org>, <dpotter@ci.carmel.ca.us>, <letsgocarmel@gmail.com>, <jbaron@ci.carmel.ca.us>, <kferlito@ci.carmel.ca.us>, <adramov@ci.carmel.ca.us>, <mayor@ci.salinas.ca.us>, <fkeeley@santacruzca.gov>, <rgolder@santacruzca.gov>, <sbrunner@santacruzca.gov>

Dear Politicians and Local Attorneys ,

==== COMPLAINT DRAFTS =====

Below are drafts of complaints against the Two Contractors and three pre-sale inspections involved in Real Estate Fraud.

Links to Complaints provided 3 weeks in advance of filing

---------- Forwarded message ---------
From: **Bryan Canary** <bryan@bryancanary.com>
Date: Tue, Mar 5, 2024 at 1:07 PM
Subject: Mry Cty RE Fraud - 3 Complaint Drafts // 5 Individuals // ("The Bayview 14")
To: 100-District 1 (831) 647-7991 <District1@co.monterey.ca.us>, 100-District 2 (831) 755-5022 <district2@co.monterey.ca.us>, 100-District 3 (831) 385-8333 <District3@co.monterey.ca.us>, 100-District 4 (831) 883-7570 <district4@co.monterey.ca.us>, 100-District 5 (831) 647-7755 <District5@co.monterey.ca.us>, ClerkoftheBoard <cob@co.monterey.ca.us>, <senator.laird@senate.ca.gov>, <assemblymember.rivas@assembly.ca.gov>, <ioglesby@ci.seaside.ca.us>, <info@jimmypanetta.com>, <bdelgado62@gmail.com>, <marina@cityofmarina.org>, <medinadirksen@cityofmarina.org>, <bmccarthy@cityofmarina.org>, <kybiala@icloud.com>, <visscher@cityofmarina.org>, <dpacheco@ci.seaside.ca.us>, <agarcia@ci.seaside.ca.us>, <RBurks@ci.seaside.ca.us>, Alex Miller <amiller@ci.seaside.ca.us>, <twilliamson@monterey.org>, <kbarber@monterey.org>, <ggarcia@monterey.org>, <haffa@monterey.org>, <bpeake@cityofpacificgrove.org>, <dpotter@ci.carmel.ca.us>, <letsgocarmel@gmail.com>, <jbaron@ci.carmel.ca.us>, <kferlito@ci.carmel.ca.us>, <adramov@ci.carmel.ca.us>, <mayor@ci.salinas.ca.us>, <fkeeley@santacruzca.gov>, <rgolder@santacruzca.gov>, <sbrunner@santacruzca.gov>

Dear Politicians and Local Attorneys ,

==== COMPLAINT DRAFTS =====

Below are drafts of complaints against the Two Contractors and three pre-sale inspections involved in Real Estate Fraud.

Note: these are exclusive of Personal Injury Causes of Action at this time, but those can be added.

John Chatters / David Woodbury (General Contractor and Painting Sub contractor)
23 pages / Fraud - 12 counts / Negligence - 2 counts / 131k compensatory / $509k in punitive / **$640k total damages**
https://docs.google.com/document/d/1AAb-moj52-Tli9NHNpelKPfzet0AaspL6Qf2ZusIYmY/edit?usp=sharing

Robert and Brannon Vierra (Home Inspectors - Father/Son Duo)
21 pages / Fraud - 10 counts / $58k compensatory / $290k punitive / **$348k in total damages**
https://docs.google.com/document/d/1DISqV1JbciB4zUkFW-RxwIh0THEUkcLzThLKLIJOcyc/edit?usp=sharing

Alex Carriaga (Structural Pest Control Inspector / Termite Inspector)
16 pages / Fraud - 3 counts / $23k compensatory / $115k punitive/ **$138k in total damages**
https://docs.google.com/document/d/1dxbZa7U7ufjtOssji7EUh4sHAsodED8EglOU1foYalc/edit?usp=sharing

Comments:

- 95% of this content contains already proven / Indisputable facts supporting fraud via documents and attestation statments already obtained.
- Other than minor damage overlap matters that are duplicated in complaints for simplicity, these are as close as you might ever see to "default judgment" material in this type of setting.
- I don't need interrogatories.
- I don't need depositions.
- The information I could obtain in those is 1) is only trivial to substantiate damages 2) can only go further to prove conspiracy with others or isolate defendants in the frauds 3) might reveal other properties and people that perpetrated and/or were affected by similar behavior over the past 38 years.
- Links to these can also be found at : https://criminal-complaints-2024.bryancanary.com/re-fix-up-disclosure-scheme/level1-complaints

Complaint Legal Basis

The complaints have been drawn up with the following legal bases..

1. Fraud without privity of contract,
2. Bagdasarian v. Gragnon and Jue vs Smiser precedents established when fraud can be identified in a real estate transaction (as if common law fraudulent misrepresentation needed more case precedents?)
3. A 2019 presentation made to San Francisco Bar members by Attorneys from San Diego and Northern CA related to "real estate fraud" complaint strategies. It includes direct reference to Jue vs Smiser , compensatory damages, punitive damages, and personal injury. It focuses on fraud of Seller, Agents, and Brokersand will be used for those complaints more, but is applicable to this scenario too
4. A 2022 case precedent of Jimenz vs Capero establishes precedent for 5x for punitive damages for fraud related to non-disclosure of defects in a real estate transaction.

An internet search for "real estate fraud monterey county" reveals something very unusual???.

- If one does an internet search for "real estate fraud Monterey county" not a single Monterey County Law firm comes up in that search. Not one...
- The same is not said for other Counties. At least three firms come up when done for Santa Cruz county.
- That establishes an interesting fact about the way in which "real estate fraud" as criminal activity has been suppressed for a very large and affluent California county. Or is it because law firms have made ZERO reference to real estate fraud on their websites and/or created SEO rules to be excluded from those searches? How did this transpire? The average legal consumer doing such a search would presume there simply are no "real estate fraud" problems in Monterey County, contrary to my experience for damn sure.
- The Attorney in Santa Cruz County with the most layman friendly website and public education for Real Estate Fraud was contacted.
    - In a 45 minute conversation, he made no less than 20 false statements of fact about the pursuit of real estate fraud relevant to my case.
    - All of his positions relied on the idea that Jue vs Smiser did not exist.
    - At one point he tried to use a car purchase for a analogy, when typical car purchases have no executory period after execution (along with a ton of other dis-similarities)
    - Every time I shut him down, he spun another way, with seemingly no peripheral vision it was all being documented and shared.
    - I didn't even have to play dumb. I could challenge him and instead of realizing he was smoked, he'd push back? Does that mean he may have actually been that ignorant of facts and laws? That idea is more terrifying than the iidea he lied for 45 minutes on the phone.
    - That was an unfortunate conversation to have for him, and all others similarly situated in more ways than one.

These complaints have been presented to the DA for her reference.

- These are my civil complaints ,but they obviously identify gross acts of criminal fraud as well.

The Bayview 14 -- Commercial Literacy Program for the 21st Century

These will be presented to the individuals named in the coming days/weeks.

- They will have a very short time to negotiate to avoid formal filing.
- If they negotiate I may try to be considerate of damages and home foreclosure issues that might affect each of them.
- If they push me to file the complaints, I will pursue them ferociously. If I miss due to inexperience or a technical issue, I will then become far more aggressive with the DA to pursue my damages via restitution
- Any attorneys representing them will need to be mindful of proper legal discourse with minimal gas lighting in my direction or that of the court.
- I do not view sharing these with you as a conflict of interest in your potential representation for them or the Brokers or Agents who will be named in other complaints in draft now.
- This is public information. These are my public statements of fact. They are mean to be refuted to establish a complaint worthy of trial to start with. Otherwise, it's a default judgment.

At this point, I am interested in hiring a local attorney to consult me on complaint formatting and basic rules and procedures of court (or accepting pro bono services for that limited level of support).

- I believe rules of court allow this type of consulting service and it does not require disclosure by me or by the supporting attorneys. If I'm wrong, please correct me.
- Truthfully, a pro bono service to ensure proper formatting and minimal procedural errors seems appropriate, given the community service being provided as a supplement to our own financial and emotional recovery.
- If none is provided, the courts may force it given the Pro Se statments we've made in the complaints. Be sure to check those out. They are in each complaint.
- I'd imagine we'll get it one way or another if these have to be filed.

===== https://the-bayview-14.bryancanary.com/ =======

As a Group, there were 14 people who commited fraud that directly affected us. That group has been branded as "The Bayview 14".

The technique Kent, Robert and Peter Whyte, our transaction coordinator attempted to use to hypnotize us or get us to eject from the transaction was "OVERWHELM". I'm returning all that energy to all of them now, by a factor of 10, because I can and because it's due to them.

They have been written into a book that will likely become a screenplay and a movie once the dust settles.

- A preview of the images and picture style book can be found at: https://the-bayview-14.bryancanary.com/
- They just became the Case Study for Real Estate Law, Contract Law and Civil Law as part of my new Commercial Literacy Educational Program.
- If I have my way, it will become the leading curriculum for educating future Real Estate buyers, sellers, agents, brokers and attorneys globally, simultaneously .
- When the universe gives you Lemons, you make damn sure Lemons become the most sought after bitter on the Planet.
- That's why they were once the rare fruit of Kings, Queens and High Priests only.

Write your own ending...

Each of them now has an opportunity to "write their own ending".

- In truth, I will write it for them, but what shall be written will be the continuation of a truthful reflection of the Acts each chooses to take, now that the lights have turned on, and their involvement in dark acts have been exposed.

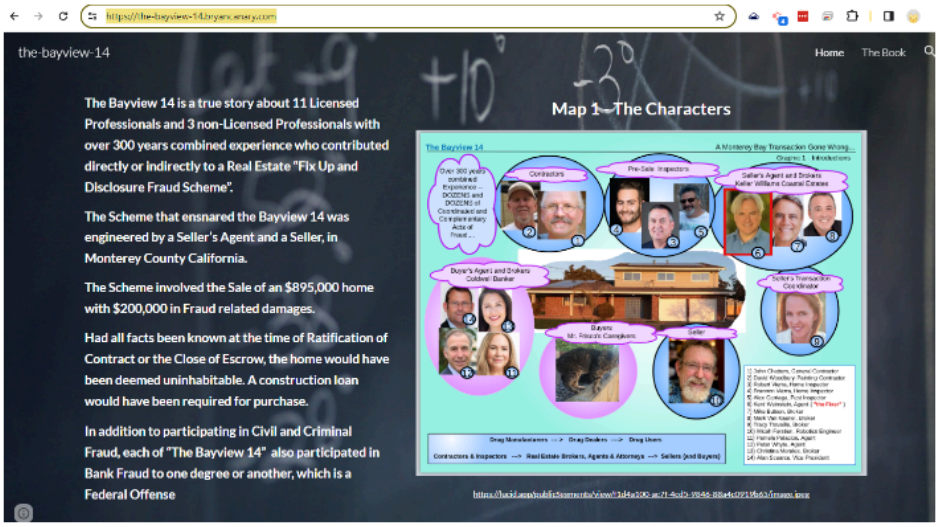
In addition to being a Licensed Contractor and Real Estate Agent in another state, with an Engineering Degree, a Master of Business, and a Certification in Hypnotherapy, I'm also one hell of an investigative reporter, publisher, writer, educator and storyteller. One of my areas of expertise is "commercial conspiracy" and my work prior to this train wreck was building out the world's most novel resource for Commercial Education.

A review of that work a bit back revealed My Business Law Section was deficient. I had some personal experience but not enough to be viewed as an expert in some subset of the field of Law. That deficiency is now remedied.

For all that coincidence, Congratulations are in order.

Regards
Bryan

PS - if you'd like to be removed from this mailing list , reply with that request and I'll confirm it once complete.



3 Attachments • Scanned by Gmail

!03_ Chatters/Wo...

ZZComplaint - Vie...

!3_ Carriaga on Pl...

3/14/2024 - Final Warning Email - Complaints Pending

Re: Mry Cty RE Fraud - 3 Complaint Drafts // 5 Individuals // ("The Bayview 14") !!Kibel - from/to ×

B **Bryan Canary** <bryan@bryancanary.com> Thu, Mar 14, 4:17 PM Reply to all
to Micah, Kent, jowcha, dwoodburypainting, alex, Robert, tracy, markvk, mikebuston, Pamela, Peter, christina.j.morales,

Dear Bayview 14 plus Paul -

I've just sent Micah and his attorney Paul Kibel 2 documents.

1. Response to Kibel - one is a response to his attorney, Paul Kibel. Paul is an Environmental Law Attorney. who does not know or understand Real Estate Law. The dialogue with him so far proves Attorneys in CA are trying to use pseudo legal documents to define law instead of using law to show the documents were pseudo legal. it's a real mess but hopefully with this Paul will have an opportunity to answer some simple questions for Micah. The document attached explains that in detail and it outlines the pseudo legal document fraud in detail.

2. Complaint Draft for Micah - it's currently 53 pages long. formatting could be better and causes of action not done, but gives and idea of what his looks like.

   see attached.

Have you all thought about trying to get together and approaching KW and Coldwell Banker to demand support for settlements ? They are the two companies that encouraged micah, kent and pamela to believe all this would work out. ***Maybe Paul could do that for you all as a group on Micah's dime ?.***

John, David, Robert and Alex, - you've got 24 hours left to p/u a dialogue.

Bryan

3/22/2024 - Complaint Filed in Monterey County Superior Court

Bryan Canary and Holly Bowers, Pro Se
12 Bayview Road, Castroville CA 95012
443-831-2978, bryan@bryancanary.com

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

Bryan Canary
Holly Bowers
Plaintiffs/Petitioners,
V.
John Chatters
DBA John Chatters General Contractor
David Woodbury
DBA David Woodbury Painting
Defendants/Respondents

Case No.: 24CV001179

FILED
MAR 22 2024
CLERK OF THE SUPERIOR COURT
Graviela Martinez DEPUTY

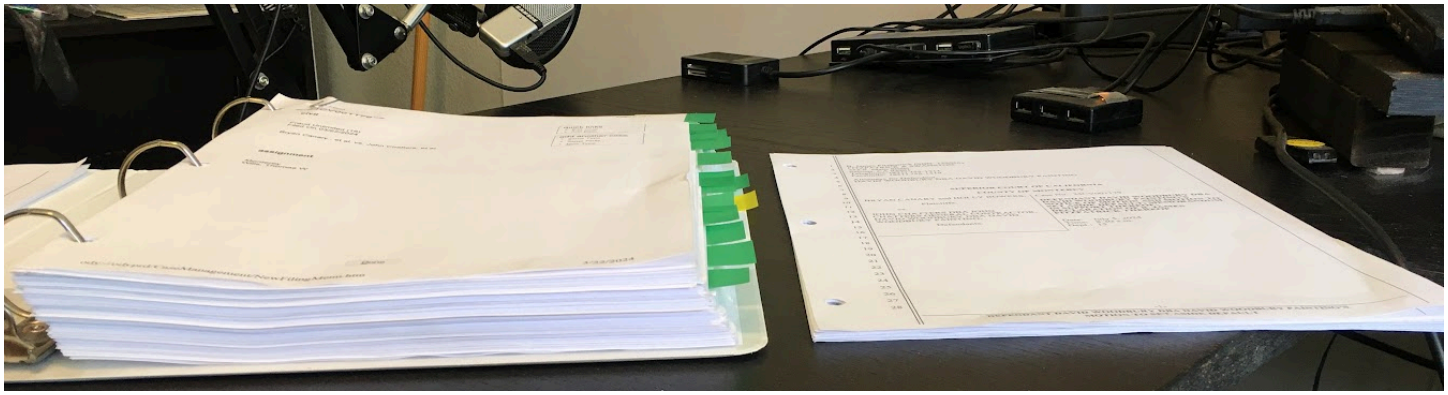
Unlimited Civil Case - Amount demanded exceeds $35,000

Canary and Bowers (Home Buyers) / Chatters and Woodbury (Contractors)

NOTICE OF PRO SE FILING AGAINST OUR DESIRES AND HIGHEST INTERESTS 2
STATEMENT OF FACTS - COMPLAINT SUMMARY 2
STATEMENT OF FACTS - RELEVANT CASE PRECEDENTS 10
STATEMENT OF FACTS - OTHER 12
FIRST CAUSE OF ACTION - FRAUD (CIV 1572, 1573 and BPC 7116, 7110(h)) 13
First Cause of Action / Count 1 15
First Cause of Action / Count 2 15
First Cause of Action / Count 3 16
First Cause of Action / Count 4 16
First Cause of Action / Count 5 17
First Cause of Action / Count 6 18

Work Comparison - Plaintiff v Defendant to this point

The paper on the left is 2” thick. Approximately 300 pages. Approximately 100-200 hours in work. It’s all custom to this complaint	The paper on the right is a templated response. Nothing about it is custom even though it was supposed to be. It could easily have been prepared and filed in 30 minutes.



The Defendant was given 1 year notice of complaint. 3 week notice prior to filing with copy of complaint. 38 days to answer his complaint. He failed to respond.

Defense Attorney “swooped in” presumably for a handsome fee, did 30 minutes of work and seeks to “undo” a process Plaintiff indicted in good faith over 2 months ago on 3/22/2024.

The justification provided for the reprieve was Attorney mistake, inadvertance, surprise, excusable neglect.

The Attorney stated in an email not sent due to his own email serve block if Plaintiffs did not remove the default he would file a motion “ which the court will grant”.

He had many chances to make his position known. When forced by a Bond Company he provided enough to be tried in his onw absence.

This motion should clearly be denied.