Tab 1

# THE CORMEN CHRONICLES

## BOOK 1 - "BLINDSIDED"
## Attorney Cormen and his $145k Motion

## Pre-Reading

We suggest the following pre-reading. Some people will, however want to read out of order and that can work too…

### Series Welcome and Introduction (Summary and Full Document)

Please read the Cormen Chronicles Series Welcome and Introduction. There is also a summary of that that is shorter and beneficial as well.

### The Special Investigators Report on the court (Summary and Full Document)

Please read the Cormen Chronicles Special Investigators report on the court. There is also a summary of that that is shorter and beneficial as well.

### The Decoder (Summary and Full Document)

Please read the Cormen Chronicles Decoder. There is also a summary of that that is shorter and beneficial as well.

### Book 1 Summary (the summary of this book. It's a separate document)

There is a summary that is shorter and beneficial as well.

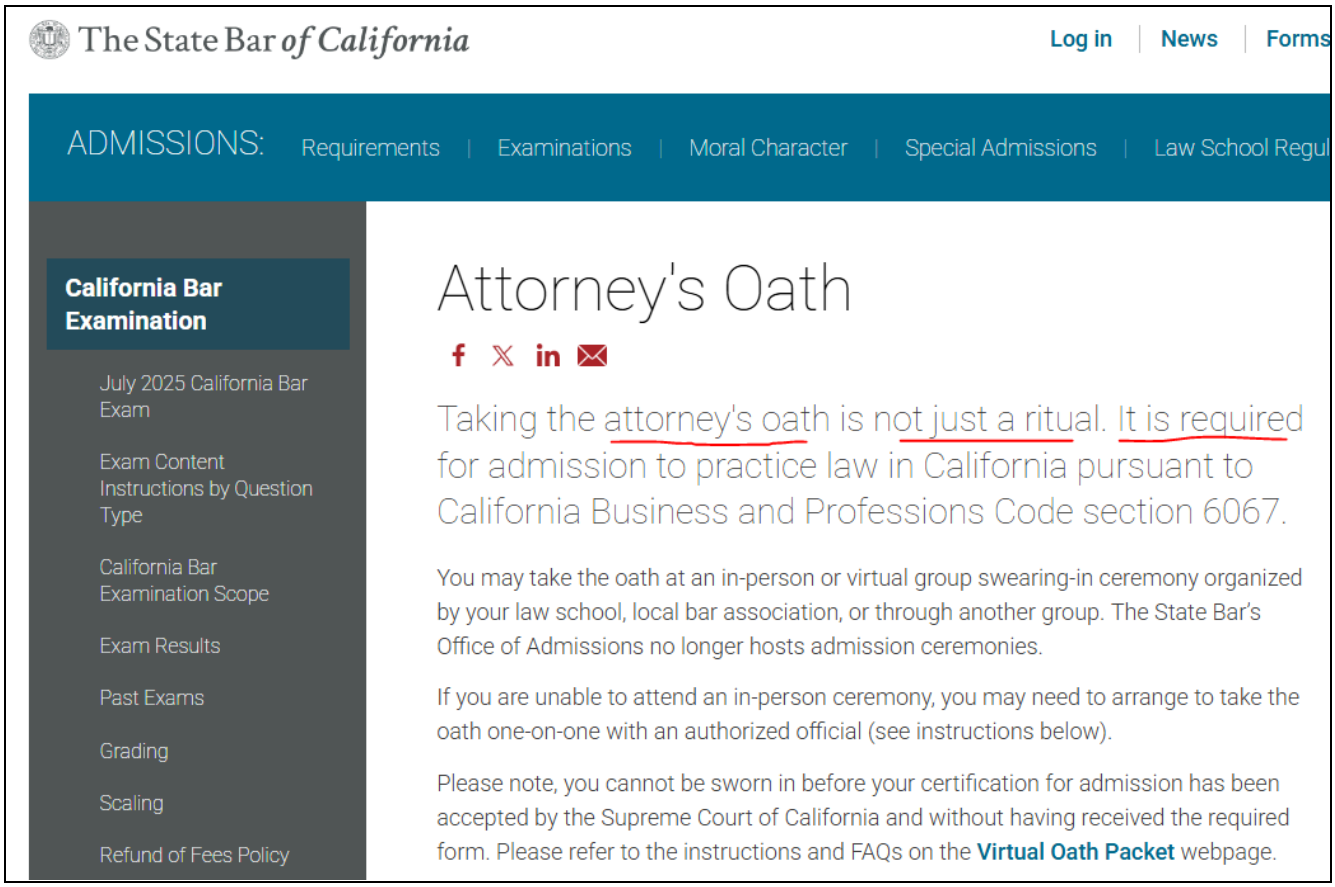
### Appendices -- Backstory, Legal Vocabulary and Legal Process

Please review and read the appendices for the Backstory related to the real estate purchase inclusive of real estate purchase related vocabulary, Legal Vocabulary and Legal Process based on your own needs. The Legal Vocabulary and Legal Process is presented from a layman's perspective, and it's only what was learned in the process of filing complaints, going to hearings, and attempting to pursue 6 complaints, with the help of the internet, since Monterey County CA offered no self help in person or on their website.

## Prologue - Attorneys are licensed as "Officers of the Court" - When they fail, everything fails.

As you read Book 1, the Decoder, the Special Investigator's Report on the Courts, and other material, remember one extremely important fact. ALL Attorneys in California are licensed via an "oath ritual" as "Officers of the Court". What exactly is it supposed to mean to be an "officer of the court" ?

https://www.calbar.ca.gov/Admissions/Examinations/California-Bar-Examination/Attorneys-Oath



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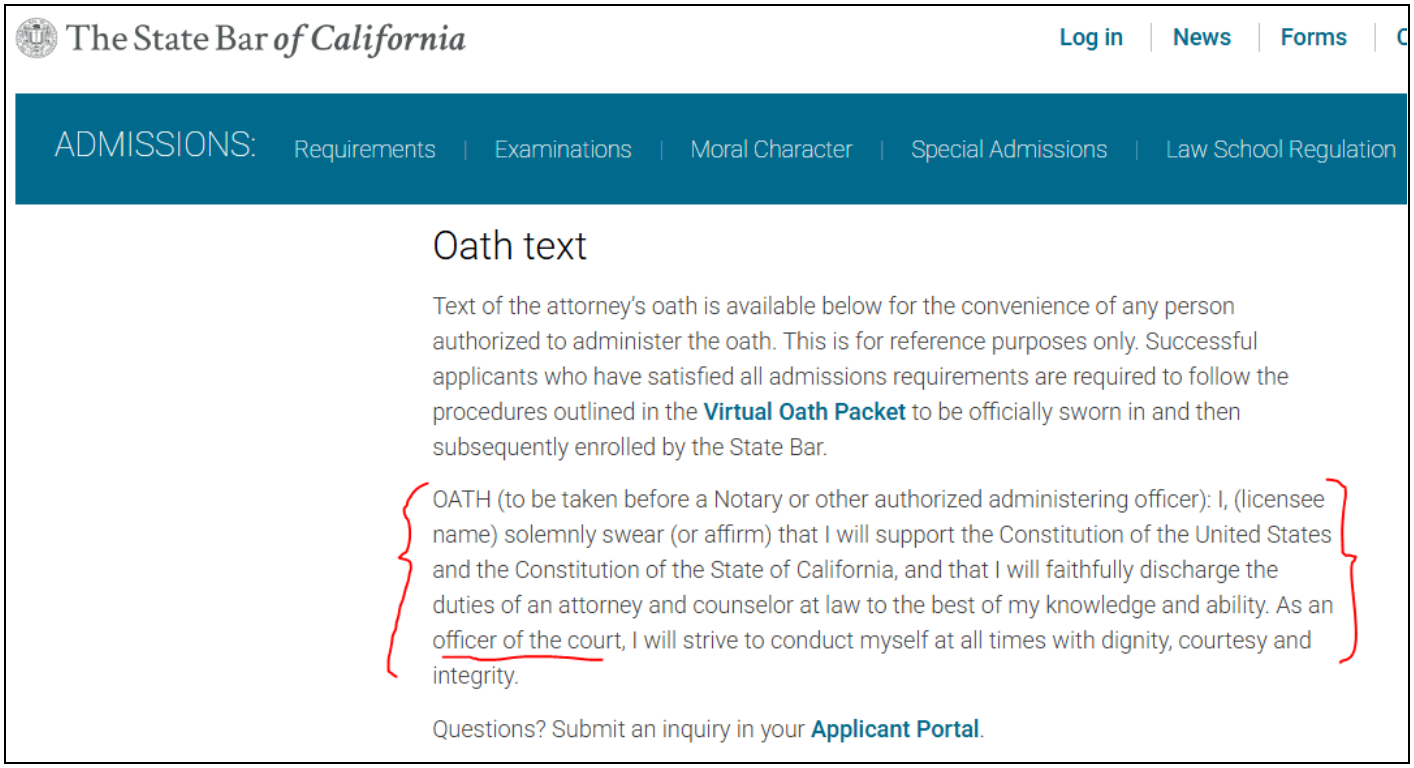


While many Attorneys and Judges now seem to view themselves as current or prior "small business owners" or "corporate employees", in no way were they ever intended to be "Business Owners" or "Corporate Employees" first, and "Officers of the Court" second.

For Business Owners and Corporate Employees to be successful, there has to be a consistent "need" for their products and services.

The problem with that, is that in a healthy "civil system", Attorneys are supposed to be working to put themselves out of business, not into business, day in and day out.

In that regard they are much like "good design engineers", as opposed to the ones who create maintenance issues by design that keep them employed.

You NEVER want Attorneys thinking about "increasing the need for their services" nor given the ability to "increase the need for their services".

Yet now, it is seemingly only Attorneys who write laws on behalf of Politicians and Corporations and have you noticed how all laws are vague, confusing and often incomplete? That is by design. As long as no one can be sure what was intended, the Attorneys will always get calls for their interpretation. There is no reason other than that for that behavior.

Allowing Attorneys to draft laws in a vague way and oversee themselves as if they were destined to be commercial players, as opposed to highly regulated officers of the court, will destroy everything if and when it is allowed to happen ever again.

Because of their “Oath Ritual” as “Officers of the Court”, that many now seem to scoff off, EVERYTHING an attorney says and does is supposed to be so truthful, they were not required to include verification statements under penalty of perjury on anything they wrote. What could go wrong?

What most readers may come to figure out, is that this type of legal system was NEVER designed to work with Officers of the Court who did not have the greatest respect for, or fear of, God, Karma, Natural Law, or other higher powers by some other name.

Without this short introductory section, which was added after the final draft of this document was coming together, many may have read this story entirely differently. They may have thought of an Attorney as being someone who could operate like a deviant Contractor, a deviant Mechanic, a deviant Used Car Salesman, a deviant Real Estate Broker, or a deviant Home Inspector, with only comparable consequence if caught engaging in deceit.

In no world should deceit by commercial players be confused as comparable acts with deceit of Officers of the Court.

The Attorneys and Judges were supposed to be the keepers of social balance as well as a sacred balance -- because when they fail, everything fails.

And historically, if and when that happens, then come in the Kings.

## Synopsis - the $145k Motion and the Shock of the Hidden Statutes ( 4 pages )

The Cormen Chronicles Book 1 and the Decoder details a motion hearing in Monterey County California in April 2025 for $145,000. The hearing was for Attorney Fee shifting from a Defendant to a Plaintiff for a “voluntary dismissal” t, and the Judges introduction of two statutes and a case precedent not mentioned by the Defense Attorney in his moving papers that ripped open a 35 year California legal lobby conspiracy.

The Plaintiffs had discovered the Defendant was without a job, the had come to accept the idea collecting on a judgment if they could get one was likely futile, and that was if they could even get around his attorney's futility defense. Thus, they dismissed all Tort claims, with expectation of protection from attorney fee shifting from the American Rule, and from the idea that no contract was properly formed, if any attempt to stretch the attorney fee for the prevailing party contract clause was attempted. .

The Plaintiffs should NEVER have been subjected to the attorney fee shifting hearing or even the suggestion of such an absurd act, when proper light is given to 140 years of Tort Claim History AND Breach of Contact claim history, free of Attorney Fee Shifting for Voluntary Dismissals.

> Attorney fees were not identified as damages in the defendants answer to the original complaint. Furthermore, multiple requests by plaintiffs to confirm their position on attorney fees with the defense attorney went unanswered, suggesting the defense attorney felt he had no position to request fees for any reason.
>
> The $145,000 bill was also obscene, given the defendant only completed 2 or 3 rounds of discovery that could have been less if he had performed properly, and the plaintiffs responded to 1.
>
> It was also obscene when you discover the Defense Attorney failed to write a “shoo away” letter on day 1, for $275 on day one, which would have worked on plaintiffs in Pro Se. Why didn’t he write that ? Could it be because $275 pales in comparison to a bill churning bonanza for $145,000 instead? Oh you betcha!!

What the plaintiffs thought was the Defense Attorney’s final stunt to support the “sale of hope” he must have made to his client to get him to go along with a costly futility defense -- while concealing his ability to have probably terminated the complaint on day 1 for $275 -- turned bizarre and terrifying when the Judge started identifying statutes and case precedent the defense attorney himself had NOT mentioned in his motion documents, that suggested the Judge was ready to do the unthinkable.

The Judge started the hearing by announcing his preliminary ruling to grant the shift of $145,000 in fees. The plaintiffs struggled to remain out of shock.

The Judge then asked the Defense Attorney for commentary. The Defense Attorney said literally nothing about his position, presumably because the Judge had already tipped his hat to him. Instead, he reminded the Judge he had 40 years experience and he told the judge how good he, his paralegal and his law firm were while justifying $550/hour, without remotely revealing the fact he had skipped over the $275 act he could have taken to end the dispute before he had earned a penny more. Nevermind any common sense to explain how that $275 act turned into a $145,000 bill for handling a couple of rounds of discovery.

The Judge was not paying any attention at all to the reality of time. Or was he in on it all along?

Then the judge turned to the plaintiffs who asked for the basis for his decision. The Judge took interest in that.

That's when he started peppering the plaintiffs with questions and challenges about statutes and a case precedent the defense attorney had never mentioned in his moving papers or verbally at the hearing.

Out of nowhere, the Attorney in the Judge appeared, and he was "all in" for the Defendant.

The plaintiffs' verbal responses and the volleys with the judge are documented in the Corman Chronicles Book 1 (that follows).

After the Plaintiffs volleys with the Judge, it was impossible to tell if the Judge heard or cared about anything the plaintiffs shared. Why was he acting like a "hired gun" for the defendant and his attorney? The judge closed the hearing by taking the matter under consideration. The entire experience left the plaintiffs shaken and confused.

It took one of the plaintiffs and their witness about 2 hours to initially "figure out" where the Judge had gotten the statute references and precedents from and what had transpired. What they couldn't figure out then was why he chose to rely on that information AS OPPOSED TO the other reference in the same precedent that explained how and why everything the Judge chose to rely on was legally faulty, based on actual notes in the California Congressional record from 1990.

That's when the idea for the Cormen Chronicles was born.

In California, in 1986 and 1990, two Code of Civil Procedure (CCP) statutes were "tweaked", with the combination of the two changes creating a huge conflict for "cost shifting" with 118 years of accepted law via case precedent and common sense to protect the public from insincere attorneys who might bill churn for their own benefit

When the 1986 and 1990 statutory changes are looked at from an attorney sales pitch perspective, these two shifts fraudulently enhanced the way attorneys could sell their services to fraudsters and they increased fear uncertainty and doubt (FUD) disclosures that had to be made to harmed parties in ways that would discourage full pursuit of fraudsters.

When the 1986 and 1990 statutory changes are looked at from a different nefarious perspective, it gave attorneys the ability to trick less experienced attorneys or those in Pro Se into bill churning situations with a surprise ending for attorney fee shifting, as transpired here. \

These types of "tweeks" don't happen by accident in an industry where the meaning of every word is scrutinized.

In 1990, someone in the legal lobby and/or the California Legislature had "slipped a mickey" into the system that built on the 1986 shift.

The 1990 “mickey” inverted the incentive systems for civil attorneys in a way that aligned them with fraudsters into perpetuity.

The 1990 shift was very bad for the community and society, but it was great for attorneys interested in "partnering" with fraudsters as well as corporate attorneys across the board -- the shift encouraged fraudsters to do repeat acts and it gave corporations a step up on anyone they served via contracts -- indeed, this change opened the door for an increase in serial criminal behavior and an increase in business for all attorneys as the outcome.

When these shifts are put in chronological context of the larger legal industry take over by a subset of Bar members, it looks like this:

1. 1970s - 1980s - Judges had to have no law degree (and that means they had other trades or business background to fall back on). Then criminal judges had to have a law degree. Then civil judges had to have a law degree. Then all judges had to have more than 10 years experience as a member of the Bar Brotherhood before being eligible to be a judge.
2. 1978 - Olen case precedent decided by the CA Supreme Court that stated there is never to be fee shifting for voluntarily dismissals for torts or breach of contract claims.
3. 1985 - Implementation of Statutory Disclosure documents for Real Estate that was done in confusing and inverted manner to entice people to commit fraud
4. 1986 - Modification of CCP 1032 to make cost shifting on (voluntary) dismissal a “matter of law” as opposed to just an “entitlement”, per 3 case precedents, with no real need to have modified the statutes.
5. 1990- Modification of CCP 1033.5 that changed the definition of costs in 1032 to include attorney fees -- that was done “in theory”, to clear up ambiguity about pleadings process that somebody wanted everyone to feel was “unclear” since 1872, while actually creating a totally inverted set of instructions for attorney fee shifting that contradicted Olen and 118 years of prior history.
6. 1991 through 1995 - a barrage of attacks on the appellate courts to get faulty case precedents on file reflective of the “new line of law” that was “accidentally implemented” with the 1990 statute change to clarify procedure
7. 1995 - Jue v Pacxton, where a judge supported the Olen case precedent and clarified the 1990 shift by noting the legislative notes in his case precedent showing the instructional outcome was unintended.
8. 1995 - Santis v xxx - A suspicions case precedent contradicting Jue v Paxon and Olen, that included parties that were Real Estate Brokers and an Attorney. People who would have had incentive to fake a lawsuit for purposes of establishing a fake case precedent on the 1990 statue with no actually legal basis.

The fact that the 2025 Motion Judge, on his own, had dug into one of the Defense Attorneys supporting Case Precedents, and pull out the statutes, when he could have picked up on the entirely separate line of dialogue which showed the statute shifts and that precedent itself were all faulty -- before consider a six figure shift of Attorney fees that should have been questioned for many other reasons as well -- was even more concerning.

In California there is a rule that states if there is conflict between Case precedent and legislation the legislation rules. Here, the legislation appears to support the defendant and the Judges position, in conflict with new and old precedents and 140 years of history, until you read the legislative notes to realize the literal interpretation of the statutes is NOT what the legislature intended, and “for some reason”, they just never undid it…

What has just been described is “legal insanity in motion” and racketeering one of several ways. Attorneys and other commercial players have all been profiting on the 1990 statute shift with no correction by the Legislature, presumably because whoever had the power to slip the “mickey” in, had then gained the power to keep it in, no matter what anyone else wanted.

When this situation is combined with some internet conspiracy chatter about the take over of the Californai legal system by a “communist cartel” in the late 1960’s, as shown above, a massive legal lobby conspiracy becomes easy to see.

Attorneys and Judges who understand their own industry’s history in California since the 1970’s have been holding back many secrets. These statute shifts in 1986 and 1990 were only a few “small steps” in a line of many that have been to our communal detriment.

Attorneys and Judges who do not understand their own industry’s history are now caught in a web of legal confusion and hypocrisy that was fraudulently created by those before them for their communal financial success, but to the detriment of the credibility of their profession and their inability to manage their own industry.

This exposes much in a bold and concerning way, and what is exposed here helps explain deteriorating commercial and social conditions in California since the 1980’s that were otherwise hard to explain.

No layman would have understood what happened until detailed now in the Cormen Chronicles Book 1 and the Decoder, some 35 years later, after unimaginable and incalculable damage to community and society has been done.

Thus, we are now 35 years into a world of social deceit by Attorneys and Judges statewide, with no alarms raised to specific actions until now.

The only “good thing” about the problem exposed in Book 1 and the Decoder is that we, as a community, can simply undo in statute what they did for an initial reset, AND any opposition to that can not be confused for anything other than an affront to community, given the inversion we can show transpired with no room for alternative reasoning.

This publishing exposes a commercial rot in the white collar part of California and American Society that many shall never forget.

## Chapter 1 - Motion Intro - the $145k Motion for Attorney Fee Shifting for < 30 minutes of proper output ?!

On March 3, 2025 Attorney Jim Cormen from Santa Clara CA filed a motion for $145,000 for Attorney Fee shifting. Cormen had handled the first phase of the discovery process for a seller of real property who had been accused of misrepresenting home conditions in his disclosure documents. The plaintiffs alleged the defendant committed over 50 acts of fraud when seeking to sell a home for more than it was worth. They alleged that 30 of those had identifiable financial damage. They estimated their damage at $250,000.

> The alleged Fifty acts of fraud can be enumerated.
>
> Who does that and why?

In this story we'll refer to the seller as 'him' because it was one man. He'll also be referred to as the defendant. We'll refer to the buyers who were also the plaintiffs, collectively. They were a 'him' and a 'her'. Occasionally you'll see "Plaintiff him" or "Plaintiff her" to refer to them in singular.

> The goal with this story is to tell it with but a singular name to put the "Civil Attorney" in the spotlight for Book 1. His name has been changed for the book. It can be found by those who research the complaint.

Claims for misrepresentation of property condition or material fact are similar in simplicity to claims for libel or slander, with the determining factor simply being about honesty.

> For libel and slander, the first step is to determine if the words were actually written or spoken. The second is to determine if they were true or false. If true, no libel or slander transpired. If false, are there quantifiable damages to be recovered? The defense for slander or libel is simply showing the statements were truthful.
>
> For misrepresentation of condition or material fact in a real estate dispute, the first step is to agree upon the condition or material fact in dispute. Do both parties agree the condition or material fact in dispute actually existed or were the plaintiffs fabricating it. If it existed, did the seller fully represent it before forming a contract. If so, when, where, and how did he represent it OR why did he feel it did not need to be represented.
>
> That's it. It's a very straightforward process when not manipulated.
>
> In the future, misrepresentation claims need to be relegated to a special process and/or a special court for ever more to avoid the trainwreck that transpired here.

If truth serum had been dispensed to the seller in a safe environment, he could have established his initial position for agreed upon and disputed facts in under 30 minutes. That would have been inclusive of identifying the exact location in documents and time he signed those documents for any representations he claimed he

made for each of the 30 alleged misrepresentations.

> Given that, how on EARTH did 30 minutes of honest work under influence of truth serum turn into a $145,000 legal bill that only produced a singular statement by the seller indicating the conditions in the dispute existed, but without any identification of the exact time and method of the representations for each of the 30 misrepresentations in dispute for damages?
>
> How on EARTH did that partial admission to condition take over 6 months to obtain, with 4 of those months engaged in constant dialogue related to just a couple of rounds of discovery?

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But the bigger questions to ask with hindsight are:

1. Why didn't Cormen use California's extremely powerful Cost Shifting Statute applicable for Attorneys Fees when related to contracts, found when combining CCP 1032 and 1033.5 to scare off plaintiffs before he ever read the complaint? Given a $275 letter would have likely had Plaintiffs heading for the hills with their tail between their legs and made him the HERO for his client with NO STRESS AT ALL TO HIS CLIENT, something seems off, yes?

2. Why didn't Cormen Demurrer the complaint? The complaint was a verified complaint. It required a verified answer, yet it was horribly formatted for a complaint, and there was absolute no statement of facts that supported Negligent Misrepresentation and Fraudulent Misrepresentation in the complaint at all? How was he going to get to agreed upon and disputed facts with no relevant facts in the complaint at all for those two Causes of Action? In his first email response to Plaintiff him, Cormen said "I opted not to demurrer [the complaint] although that certainly was a viable option, as I thought it more efficient for both sides to get the case "at issue" rather than engaging in pleading battles." Given Plaintiff him was in Pro Se and it was obvious he had no clue how to write up a complaint and a 40 year attorney could have kept him at bay in pleading battles until he gave up, does it make sense he hopped right into the complaint at all? What kind of Attorney would do such a thing to his client and why?

3. Why didn't Cormen respond with a motion to strike punitive damages, given no facts were pled with any specificity at all ?

4. After answering the complaint, if anyone can make any sense of Cormen answering it at all, after the facts above, why didn't Cormen whip out the CCP 1032 and 1033.5 statutes to shoo the Plaintiffs away when they mentioned concern for Attorney Fee Shifting and clarity that they realized "right didn't always win"?

5. Had the plaintiffs actually created a situation by accident that should have prevented a runaway discovery process? As the Plaintiffs learned more from other disputes they were engaged in they began to wonder a lot more about Cormen's complaint handling but with 5 complaints going it was hard to slow down enough to figure out what on EARTH Cormen was actually thinking, because none of his behavior made any sense at all.

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Given that's all the plaintiffs could get after 4 months of discovery, and given other facts that surfaced, they voluntarily dismissed their complaint.

> Upon dismissal, the plaintiffs had come to the conclusion that collecting on any judgements from the defendant may be impossible. The plaintiffs discovered the defendant had lost his job of 11 years four months into the discovery process, and they had concerns he may never be able to find a comparable job. Via his behavior, the defendant had made it clear he'd go to the ends of the earth before conceding to his acts.
>
> In addition, Attorney Cormen had prevented his client from providing the requisite information to arrive at initial agreed upon and disputed facts at least three different ways, over 6 months, while consuming literally 100's upon 100's of hours of plaintiffs time -- and billing for 100's of his own -- when 30 minutes was all that was needed given all facts served with the summons, complaint and exhibits.
>
> After plaintiffs finally figured out a way to force a position statement on the existence of condition in early December 2024, which only resulted in a singular acknowledgment of all conditions, Cormen accelerated his futility defense with improper motions to compel discovery, inclusive of over $7,000 in legal fee threats.
>
> Cormen's position was related to information that were not relevant to the causes of action, no longer in dispute, and/or details that were minor, given his client's admission to condition, but Cormen didn't care about any of that really. He had simply decided it was time to make it too risky and too difficult for the plaintiffs to continue.
>
> But why didn't he push them out earlier when that door had been opened for him?
>
> Attorney Cormen had implemented a "futility defense" that eventually turned out to be impossible to overcome.
>
> For all these reasons and more, the plaintiffs exercised their right as plaintiffs to voluntarily dismiss their complaint on February 12, 2025.

### The Delivery of the $145,000 Motion for Attorney Fee Shifting, unannounced…

Feeling they had done all they could to recover at that point, the plaintiffs were pondering other avenues for recovery when the motion for $145,000 for attorney fee shifting arrived unannounced on March 3, 2025.

The receipt of the motion for $145,000 was emotionally jarring initially, although it felt a little better after Plaintiff 'him' brushed up on his notes from pre-complaint filing.

Plaintiff 'him' had researched the difference between Contract Claims and Torts, the "American Rule", and statutes that governed Contract Clauses for fee shifting in detail prior to filing their complaint.

> When the complaint was answered Cormen did not ask for attorney fees in his prayer as was the case for some other attorneys who had absolutely no basis to do so.

Plaintiff him expressed interest in agreeing that the attorney fee shifting clause did not apply given this was a claim for fraud to induce the contract, the claims were all Tort based, and Torts were protected by the American Rule.

Cormen declared the clause applied but provided no statutes or precedents or his position. Plaintiff him wasn't sure what to believe since Cormen had not included Attorney Fees in his prayer. Was he just bluffing?

If Cormen could prove via statutes or case precedent via email or at a hearing he was going to be due fees, or even that the chance of fees existed, the plaintiffs would have been forced to leave off and he knew that.

Why didn't Cormen work with the Plaintiffs to get an answer to that first? Given he knew even the "potential" for legal fee shifting would scare plaintiffs off should have been interesting -- given that could have saved his client months of personal stress, billing stress, and exposure of many facts that would have been better kept private for his client's sake.

As the plaintiffs cautiously moved forward in discovery, they had to presume Cormen did NOT have a position for legal fees because if he had one, he would have used that to force the plaintiffs out of the complaint, right?

After reviewing his notes, and initial dialogue with Cormen, Plaintiff him felt they were in a good position. He felt this was just another part of Cormen's attempt to put on a show for his client, and one to continue to cause stress and manipulate them as a harmed party, but without merit. .

Plaintiff 'him' believed Cormen had sold his client on "hope" for attorney fees, with no clue of the true mechanism buried deep in a web of confusion that he had to make that sale, nor how the 1990 statute shift allowed him to hide it all in a way not possible prior to 1990.

Plaintiff 'him' knew such a request would make Cormen look good to his client, with no legal merit, or so he thought.

### Debtor's Prison, Attorney Sales Strategies and the role "Hope" plays in many ways

The plaintiffs, without any clue of the attorney fee shifting backdoor and the extent to which a defense attorney would ignore relevant matters of law and fact, i felt the seller may have been facing a debtors' prison scenario given his attorney was not pressing for attorney fees nor willing to provide sound statues for fee shifting.

Debtor's Prison is not a topic spoken much about these days for commercial criminals, and it's one everyone needs to consider more.

Why did that concept disappear? Was it good for something and is its absence a problem now? Is this experience an example of that?

Most people do NOT realize that a judgement for civil fraud with monetary damages is NOT dismissable via individual bankruptcy. Judgments for lesser financial debts are, but seemingly not fraud.

If you and others had been taught a little bit about civil fraud and bankruptcy options for debt management, and if you had been told acts of civil fraud were not distinguishable via personal bankruptcy, might our US society be a little different today? Might that fear instilled at a young age have prevented some from doing what they do today? Why isn't that taught?

For an Attorney to encourage a client trapped in fraud to feel like he needed to spend big bucks fighting as opposed to settling when faced with facts for fraud at face value, the client would have to feel like there was "hope".

A defendant would have to feel like the Attorney could 1) get their complaint dismissed before adjudication and 2) they would need to feel the money spent doing that would be less than just settling the case OR possibly even reimbursable, no matter how illogical that should be for the Tort that is Fraud (the word tort will be discussed and defined more later).

But what if a potential client who committed fraud doesn't have enough money to defend or settle?

What if that client really messed up and he was looking at a mountain of debt with no realistic exit, without some type of future miracle ?

In that case, what would the Attorney need to offer his client to get the client to engage an Attorney, to try to avoid debtor's prison?

"Hope". The Attorney would have to be able to sell the client on "hope" somehow.

Without that type of "hope" a client trapped in fraud might never go along with a futility defense. They'd be better off attempting to settle or conceding they'd be admitted to debtors' prison for fraud. .

Indeed, "Hope Sells", but where on earth can an Attorney get hope to sell to a client who screwed up royally?

Hang on to that dangling question. Once you get a deeper understanding of what transpired and we start backtracking into the manipulation of the statutes, the "Hope Sells" idea becomes a key factor and possibly the driving force behind the statutory manipulation described previously that is going to shock many and absolutely knock the socks off a few.

While in fact this $145,000 bill for what could have been 30 minutes of work truly had no legitimate merit for proper work, what it exposed will be mind blowing and industry rattling for many who follow.

### Opportunists Delight via the Garden of Eden Trap and "For Profit Attorney" concerns…

Attorney Cormen and others who think the way he does, are opportunists. He inserted himself between a harmed party and a person caught in fraud. Cormen figured out how to divert funds likely due from a defendant to a harmed party to himself and his firm instead.

The "interesting part", if you want to call it that, but actually the "far more concerning part", is the way in which the Seller was "tempted" with committing the fraud to start with.

The seller was in fact walked right into committing fraud by Real Estate Brokers and Salespeople who should have prevented him from doing it.

They were using contract documents and disclosure documents that should have been written other ways to discourage him from doing it.

Given members of the legal lobby were involved in the creation of the faux contract documents that created the temptation to commit fraud while others were willing to offer defense services to get him out of it, does that seem a little weird? Does that feel a little weird to you?

The Garden of Eden, with snakes and apples and all, was far far safer than the commercial games put in play by the attorneys today.

Presumably Cormen sold his client on the “hope” or "possibility" of attorney fee reimbursement while getting the go-ahead from his client to do whatever it took to “get him out of it”. His client was looking at $600,000 to $1.5 million in debt if the fraud was proven and punitive damages were applied.

Attorney Cormen was in a no-lose situation.

His client was trapped.

Cormen could ask him how much he had to spend, and he could then extract as much as he wanted, as long as his client believed eventually Cormen would be able to shake the plaintiffs out of the complaint.

With a client trapped like that, if Cormen was not “Honest Abe” and instead more like a “Selfish Johnny”, can you imagine a situation in which Cormen might drag out his services to make more money, when he could have ended them earlier? All just to extract what he could?

What if he could have ended them as soon as the complaint was filed?

What if he could have demurred the complaint for form?

What if he could have demurred the complaint for statute of limitations?

What if he had written a shoo away letter showing plaintiffs there was a chance they would be on the hook for his client’s attorney fees, even if they simply dismissed. That would have scared them away for sure and that would have been great for his client, but horrible for his own pocketbook, right?

Do you see the inherent conflict in using “for profit” Attorneys for any type of complaint resolution now too?

Hang on to that thought as well.

It's difficult to tell at this point if Cormen or his client ever dreamt the plaintiffs would be able to hang on to Cormen's challenging strings of thought for as long as they did in Discovery. Most would have given in long before they did.

However, truth be told, the complaint the plaintiffs served to start the complaint process should have never gotten them out of the gate, and that should become "the" bigger problem for Cormen and the defendant in bigger ways in coming days.

Was the Garden of Eden Temptation Trick actually reversed on Cormen without his own realization?

### When Legal Strategies Collide…

Was Cormen actually tempted to behave immorally, unethically, and/or illegally, in the same way Attorneys several levels removed had baited his client too?

It's believed that things got a little away from Cormen and his plans, and then as that transpired, the odd problem he has now is explaining to the public exactly how he got to $145,000 in fees for 30 minutes of work.

But what if Cormen knew something fully illogical, non-intuitive and in fact counter to long standing case law, but confused in the statutes, about Attorney fee shifting that the plaintiffs did not?

What if he knew Attorney Fee Shifting was not a guarantee, but there was a loophole inserted in 1990 statutes, which lowered the bar for attorney fee shifting in a bad way for plaintiffs, especially if he could paint them as villains in his billing, even if there was little to support for that outside of his billing records?

That's where Cormen's strategy to incite frustration and falsely vilify the plaintiffs at every turn seemingly came in. Cormen knew in advance he'd be using the notes in his very own billing records to craft a false narrative to a judge while trying to recoup his clients fees illogically. His attempt to recoup would contradict 120 years of case precedent, BUT it would be inline with faulty statutes inserted in 1990 and a questionable case precedent in 1995 that seems it may have been falsely installed just for that purpose.

Indeed, Attorney Cormen took a 30 minute job and turned it into $145,000 legal fees for himself, while exposing parts of a 40+ year legal lobby racketeering scheme that took many decades to put in place, starting in the 1970s, if not prior.

What this book details is the last few months of a relationship between plaintiffs harmed in a real estate fix up and disclosure fraud scheme and Attorney Jim Cormen of Santa Cruz CA.

As it turned out, Cormen had a viscous trick up his sleeve.

But the problem was 1) he needed a judge to go along with a statute that was NOT proper, and not supported by "proper" precedent, and contradicted by 120 years of proper precedent and 2) he wouldn't have had a guarantee on who the judge would be when he started his plan and 3) he needed a Judge who wouldn't question an OBSCENE level of billing for work to handle discovery for a "simple" misrepresentation case, that simply had a lot of false statements to qualify.

If Cormen turned it into a crazy and wild murder mystery scenario or massive conspiracy, that might confuse a judge to believe the billing was logical, but if the Judge put any thought into it at all and was NOT corrupt, there would surely be huge problems, yes?

And then there was another problem.

The plaintiffs had in fact planted a few landmines of their own in the complaint itself, in a manner that was intended to force proper answers to all their initial concerns OR set the defendants attorney up for a situation where a failure to demurrer the complaint would be viewed as obvious, careless and with ulterior motives.

> And then of course, there was the other landmine related to statute of limitations that should have required a demurrer or motion to strike that may not have been granted due to nuance and complexity.
>
> But Cormen flew right by both of those without a care in the world, suggesting bill churning motives over client best interest for sure, from Day 1.

What we are exposing is a level of legal strategy, gamesmanship, corruption, and community manipulation that will be remembered for as long as digital records exist.

## Chapter 2 - Motion Backstory - Faulty Complaint Response, No Opposition, Futility Defense, no “hope”

The information below is to provide some chronological and procedural clarity on what transpired from the get go for those who may have more of a legal background. For those who don’t, the comment “failed to file a demurrer” below can be thought of like “did not ask to void” and other words like fraud will be defined in the next chapter…

1. The plaintiffs filed a complaint for fraud in disclosure statements that were intended to induce an offer for more than the home was worth. That fraud transpired between the seller and his broker days before buyers knew the home was for sale.
2. The defendant failed to file a demurrer to the complaint stating it had no legal merit
3. The defendant failed to file a demurrer to the complaint for statute of limitations (a timing constraint)
4. The defendant failed to file a demurrer to the complaint stating it was in bad form even though it was
5. The defendant answered the complaint in a deficient manner, failing to establish agreement on facts as was required for a verified response
6. The defendant failed to file a motion for summary judgment in his favor
7. The defendant failed to express concern for a need for a protective order in discovery
8. The defendant failed to file a motion for a protective order in discovery
9. The plaintiffs were subjected to a futility defense that resulted in a $145,000 bill for less agreement on facts than could have been had in 30 minutes with some truth serum.
10. The plaintiffs discovered the defendant had lost his job of 11 years. The plaintiffs had lost confidence they would be able to collect on any judgements so the plaintiffs dismissed the complaint.

And for attempting to pursue a person for fraud who provided no reasonable defense nor proper participation in dispute resolution, they were going to get to pay $145,000 in legal fees detailed in 21 pages of unverifiable and unauditable billing records, because they did not complete their pursuit of him to an adjudicated outcome with a win?

To be clear here…

1. The Defendant listed his property with Keller Williams and the plaintiffs used Coldwell Banker for their Brokerage
2. The contract used to make an offer was provided by Coldwell Banker. Although Coldwell Banker was the plaintiffs broker, they were in fact in service to the seller financially because at that time the seller paid all commissions.
3. The Contract provided by Coldwell Banker for the plaintiffs to use to make the offer was the “standard” and “approved” Contract stamped by CAR (the California Association of Realtors) that also included a Coldwell Banker Logo on it.
4. The contract had a simple enough attorney fee shifting clause in clause 25 that reads, “ In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer and Seller”

5. The contract had a disclaimer stating it was not warranted to be legal for any given transaction
6. The contract has at least three clauses that are fully unlawful when compared to statutes and case precedent that are material, all of which would lead a seller to commit fraud.
7. The Keller Williams Agent engaged for 8 months with the Seller to fix up the home for sale without disclosing that.
8. The Keller Williams Agent was actively engaged in supporting false statements and omissions in the state mandated, statutory disclosure documents.
9. Plaintiffs found fraud during escrow and after escrow. Much of it is irrefutable with facts plaintiffs had obtained before the lawsuit was filed
10. Plaintiffs attempted to recover from the fraud by filing a lawsuit based on state published statutory disclosure documents.
11. And the only way plaintiffs would have avoided eating the Defendant's attorney fees is if plaintiffs had been able to fully complete the lawsuit and win OR reach a settlement with a man who knew he could use a futility defense one way or another to push them out WHILE being led to believe there was a back door to demand legal fees, thus preventing him from ever thinking he might be held liable from the beginning?

## Chapter 3 - Motion Document and a glimpse at the 1990 ROCK of HYPOCRACY

### Cormen's Motion Document (aka his "moving papers")

Cormen's Motion Document (aka "moving papers") was 159 pages of "absolute joy and love".

> 14 pages were his written content inclusive of a Memo of Points and Authorities as well as a Declaration.
>
> 10 pages were the purchase agreement (aka the contract) provided by Coldwell Banker. It was stamped as "Approved" by CAR (the California Association of Realtors). It had the CAR Logo on it and the Coldwell Banker Logo on it. On the bottom of page 10 it has a disclaimer stating it was not represented to be legal in any given transaction. Does that make you feel good?
>
> 21 pages were legal billing details to support $145,000 in services that did not result from what could have been done with 30 minutes of work.
>
> 114 pages were written to trash the plaintiffs while trying to sink them in a mad game of battleship gone rogue.

### Memo of Points and Authorities - 3 Case precedents and CIV 1717 only

In his Memo of Points and Authorities, the part where he was to provide the legal basis for his motion, Cormen did NOT clearly enumerate his legal positions. The writing style was EXTREMELY DIFFERENT from that which was used in some of his emails. It was as if an entirely different person wrote that motion (hint hint).

The person who wrote that if it was not Cormen, writes remarkably like the person who wrote a page or few for the seller in a case filed against him in small claims a year prior to try to test the waters for information. But that was a year or more before Cormen became his attorney? How could that be? Was Cormen a front man for others?

In his Memo of Points and Authorities, Cormen identified three case precedents in a run-on manner. Before or after those, and possibly intermixed, were numerous references to CIV 1717, the statute that controlled attorney fee shifting clauses in contracts. Intermixed with it all Cormen was sure to try to vilify plaintiff him in every section or paragraph, as much as he could.

HOWEVER, in his moving papers (his motion documents) Cormen made NO direct references to CIV 1717(b)(2) and NO direct references to CCP 1021, 1032 or 1033.5 at all. It was the absence of those combined with the confrontation from the Judge about those in the motion hearing that threw the plaintiffs out of orbit.

Anyone reading his motion would presume Cormen had hung part of his hat on CIV 1717 one way or another and they may have assumed he was disorganized as opposed to using his presentation for confusion, distraction, and manipulation of thoughts.

Cormen went to great lengths to vilify plaintiff him throughout his motion filing in a way that might have encouraged the Judge to consider legal fee shifting with no other basis.

Legal Fee shifting with no other legal basis is supposedly a very rare act that use to require a frivolous lawsuit in addition to abusive behavior, all of which was exemplified by case precedent.

Cormen failed to provide any case precedents for fee shifting for aggressiveness, and he had filed no motions for protective orders. He just had aggressive statements about Plaintiff him riddled throughout his motion,, most of which do NOT actually line up with the email dialogue between them at all.

### A glimpse ahead - CCP 1032 and 1033.5 were what Cormen was hiding by omission…

HOWEVER, as plaintiffs found out rudely and hurriedly in and after the motion hearing gone wrong, detailed later in this book, the “apparent right” to shift legal fees for Torts, only when related to contracts with fee shifting clauses -- and seemingly irrelevant of the fact fraud had been used to induce the contract -- , had been “illegally” codified in CCP 1032 and 1033.5 in 1990 in a very deviant way that actually violated all existing standards and case precedents at that time.

Who pulls something like that off and how?

The 1990 code change was done in a way that would give a laymen ( plaintiff or defendant) the suggestion that a Judge could “just do it” in ways they never could have done prior to 1990 -- and this is when and how the legal lobby was hijacked in one extremely isolated but very bold way -- and a way that is an EXTREMELY LARGE problem now.

### In walks the ROCK of HYPOCRACY !?!?

The legal lobby prides itself on the ability to apply specific and exact meaning to words, with some areas clearly agreed upon and others open to interpretation, but those are supposed to be clearly defined.

Yet, in 1990, in California, that was all DESTROYED with a statutory change that actually resulted in a statement that indicted a Defendant is due by right to obtain legal fees from a plaintiff if the plaintiff simply voluntarily dismisses their complaint for very valid reasons.

Such a statement was NOT supported by practice or case precedent from 1872 until the change in 1990, yet then and there it was installed by someone. Who pulls that off and how?.

To be clear, the statute doesn’t say the shifting is available based on judicial discernment. In fact, it actually says they must be shifted as part of the defendant’s "rights" to get them in the event of a dismissal, even though that was NEVER part of the precedents prior.

Whoever did this tossed a ROCK of HYPCRACY into the road that every person who files a complaint related to a contract with an attorney fee clause in it now has to navigate around or over in a way that 1) was never there prior to 1990 and 2) CONTRADICTED all current case precedent for the concept and 3) was buried far enough down in statutes that a normal review of the rules for Torts or even Contract Disputes would not pick it up.

How exactly can Attorneys and Judges execute their duties and scrutinize words to the n’th degree in one area, while then saying “Yes I know what it says and we know that violated case precedent. We just ignore that

most of the time, but sometimes we might act on it against long standing case precedent when we want to just because it's there now. Thanks be to someone who did an evil thing".

Do you see the problem yet? If not, be patient and keep reading, although surely you are sensing it now.

This ROCK of HYPCRACY has discredited the entire civil court system's position on Torts , the American Rule, a plaintiffs obligations during a voluntary dismissal of fraud to induce a contract or a contract dispute, AND it's been this way since 1990 and nobody has fixed it.

### An "insincere" Case Precedent to support the "fraudulent" statute shift? Say it isn't so?!

This ROCK of HYPCRACY is where the plaintiffs' $145,000 problem "arose from" with no direct reference to it by Cormen in his motion, but it gets stranger. .

Cormen had provided a Case Precedent he knew or hoped the Judge would read into. Or was it one the Judge could merely use as an excuse to support Cormen in a dark way?

But get this…

At the bottom of the case precedent prose, the case precedent itself states that the precedent directly contradicts others that predated it, and a more careful review of that prose and the parties to it reveals it may not have been a sincere precedent at all.

Just as it's believed now the original party in Roe v Wade may have been paid for testimony or participation, and just as it's been shown peer reviewed studies for medical journals were faked, a serious case can be made this precedent was insincere as well.

### How many times has this been done, and what about those Billing Details is accurate ?

Who knows how many times this scheme has been run on others, but it's gnarly. This takes everything believed about right, wrong and rules in the courts and tosses it out the window. And all of this was seemingly done by design, so people like Cormen could do exactly what he was doing to "stay in the dough".

> NOTE: Pay attention to how many references in this book, other books and even the media are made to an increase in case precedent and law changes from 1985 and after. For this particular situation there was a shift in 1986 that was significant and a setup for the 1990 shift that created the ROCK of HYPOCRACY. There were other statutes related to "encouraging the seller to believe he might be able to commit fraud with no penalty" that went into play in 1985, and remarkably in a different story, the Pharmaceutical companies were given full immunity for their vaccines in 1986 and that was at a federal level. . Just keep all of that in the back of your mind for now.

As for Cormen's 21 pages of billing detail, those pages were filled with constant references to Plaintiff him as aggressive and abusive, when actual email dialogue does not support such statements.

With time, it's hopeful that these are the pages that may come back and bite Cormen in many ways, given he billed $145,000 to prevent his client from reaching step one in the agreed upon and disputed fact process that should have only taken 30 minutes, but only time will tell how this plays out.

What became apparent from the billing records was that Cormen had worked from day one to create an image of Plaintiff him as being abusive and manipulative, seemingly knowing he was going to attempt to pull this Attorney Fee shifting scheme when the dust settled. If you compare the billing notes to actual emails you will be shocked at the discrepancy in content.

### The 114 pages to snuff out the plaintiffs , yet some painted them in a positive light?

Cormen also included over 100 pages of additional exhibits and information. Some of which he felt would paint Plaintiff him as a villain, yet others were quite opposite. Why on earth did he do that?

Why did Cormen include some documents that showed Plaintiff him had a command for the real estate transaction process that far exceeded his own?

### Plaintiff and Judicial Confusion for sake of Confusion only, had to be one of the goals…

In total Cormen's Motion filing was 159 pages and anyone who looks at that would surely believe it was sincere right?

Who would put together that much work for an insincere request for legal fee shifting, right?

There is no way a 40 year attorney would ever create a 159 page motion that was merely done to "fool the court" or worse yet, to create a smoke screen that would allow a judge to use the newly minted, 1990 guillotine to permanently terminate some pesky plaintiffs, would he?

If you still believe all people involved in the courts are honorable, the questions raised here are blasphemous.

If you know otherwise, all options for corruption of any attorney or judge are always on the table.

## Chapter 4 - Motion Responses - Plaintiffs, then Cormen, then Plaintiffs again (but it didn't count)

### Plaintiffs Reply (Reply 1)

The Plaintiffs wrote up a well formatted reply to the motion. Their Memo of Points and Authorities were about 10 pages long and that was followed with 140 pages of prose to counter Cormen's. Some of that was paragraph by paragraph to establish false statements with clarity. .

That's a LOT of paper. Especially when you continue to remember all of this is being done to refute $145,000 in legal fees that were accrued to obtain only part of what could have been conveyed in a 30 minute dialogue with the seller and some truth serum in a safe setting. Retain that thought forever.

> Getting to initial agreed upon and disputed facts for misrepresentation should always be a lightning fast task.
>
> No Judge should have EVER accepted Cormen's commotion for that simple fact alone.

The Plaintiffs motion reply has 7 enumerated legal positions to refute the known or perceived legal bases for fee shifting, but it was written with no awareness of the CCP 1032 and 1033.5 statute manipulations.

> The plaintiffs then spent an inordinate amount of time countering many of the false characterizations found in 100 pages of the defense motion that was all for false narrative and/or distraction.
>
> The plaintiffs provided email snippets and other facts to attempt to show the judge what actually transpired in over 300 emails over a 4 month period.
>
> Many show Plaintiff him was the adult in the group and that the defendant had been copied on many of them so he could not claim ignorance to his Attorney's wasteful acts.
>
> Plaintiff did many things to ensure Cormen did not hide anything from the defendant, to allow him to sustain the dialogue improperly without the defendant's knowledge.
>
> In the back of Plaintiff's motion reply was additional important information related to the transaction.
>
> The plaintiffs felt if they did not counter a lot of Cormen's accusations about aggression they may fall prey to a judge who might be grossly misled by Cormen's smoke screen. Or worse yet, they might fall prey to a corrupt Judge who might claim no response was an acknowledgement of impropriety that would NOT have been enough to shift fees prior to 1990, but with no idea the bar had been dropped to nothing after that. Can you sense more about what they've done yet with that move in 1990 ?

### Coremen's Reply

Cormen replied to the Plaintiff's reply.

Cormen skipped a direct, point by point reply to the plaintiffs' legal points completely. He waived everything off with a single statement by saying, "Plaintiffs failed to state any cognizable legal or factual basis for denying Mr. Forstein's request that he be awarded all attorneys' fees. Plaintiffs' opposition is procedurally defective."

> The defense attorneys did this to the plaintiffs in almost each dispute.
>
> That's how they side step proper argument and dialogue about material facts, as a regular practice.
>
> Cormen might have made 30 or more misrepresentations about real estate and contract law in discovery dialogue but the Judge didn't get to see most of that. That will be terrifying to many who dig further into those details, or those we expose in a future book.
>
> Much of Cormen's act was to focus on suggested Code of Civil Procedure mis-steps while vilifying the plaintiffs and making bizarre statements absent of legal conscience completely. .

In his opposition to plaintiffs statements that a contract did not exist or one was not formed to the extent the fee shifting clause was relevant, Cormen profusely declared a contract had to exist because the plaintiffs were living in the sellers home. Cormen, or whoever was writing his prose, gave no consideration for how "void" and "voidable" contracts are in fact treated from a legal perspective for situations where fraud is used to induce a contract.

Cormen repeated views on his case precedents and he refuted the Plaintiffs views while again only referencing CIV 1717.

> Not once did he reference CCP 1021, 1032, or 1033.5 in his reply, when in fact it's the collection of those three that create the 1990 ROCK of HYPOCRACY that he was leading the judge to use, without stating it himself.

Cormen stated, "Plaintiffs do not show unreasonable time spent defending the case" while totally ignoring the entire section in Plaintiffs reply that actually did indicate unreasonable time was spent on the case.

> In retrospect, plaintiffs should have put more emphasis on the absurdity of the $145,000 in the context of the missing 30 minutes -- in exactly that way -- but they never dreamt any of this mess would have gotten past a Judges radar.

Cormen stated, "Plaintiffs conduct must have consequences".

Cormen states, "This was a calculated and protracted effort to try to pry hundreds of thousands of dollars from [ the defendant ] by forcing him to defend himself against this meritless onslaught, as well as a proliferation of defamatory on-line postings and websites. The Court has an obligation to defend people like [ the defendant ] from such ruthless and unethical conduct, and a concurrent obligation to ensure that people like Plaintiffs who abuse the system are held accountable for their misconduct. The minimum the Court should do is to award Mr. Forstein all of his attorneys' fees."

But wait a minute…

> Cormen is the 40 year attorney charging $550 / hour.
>
> We can see in his notes he supposedly talked to his client about all kinds of counter suits.
>
> He could have sued for libel and defamation if warranted.
>
> He could have filed for a protective order if needed.
>
> More importantly, if plaintiffs complaint was all fake and without merit, why did he not demurrer the complaint or file for a motion for summary judgement BEFORE his client racked up $145,000 in legal fees for failing to perform 30 minutes of work?

The drama in the last paragraph is relevant. Pay attention to it, as not only is it an illogical legal argument it's "childish" , and it's a fingerprint we can track through some of Gormen's other work and other work found in case precedent that may all blur together one day, or not.

What was presented is mindblowing when you know what he's omitting.

> And exactly how or why is it the court's duty to protect his client when they were never told about any of this until he had accrued $145,000 in legal fees and he had forced the complaint into dismissal due to a futility defense?

Cormen goes on to state, "Further, allowing this type of misconduct to go unpunished could only encourage similar malfeasance by others. Thus the Court should impose sanctions on Plaintiffs for their gross violations of protocol and procedures, their defamatory and threatening conduct under the guise of litigation pleadings and communications, their abject rejection of the Code of Civil Procedure and Rules of Court, and their personal attacks on [ the defendant ], other persons and parties counsel and the courts as the Court determines is just."

> This all coming from a man who got he legal license in 1982, just before many of the known manipulations transpired that turned the courts inside out ?

When Cormen wants to lay it on thick it just oozes out, even though we don't currently believe he wrote any of this and in fact, it was he and his client who misbehaved for 4 months in discovery.

The mud slinging with no clear statement of facts to refute, involving a demand to fork over six figures of money, is simply mind boggling.

### Plaintiffs Reply (reply 2)

The plaintiffs filed a 20 page response to Cormen's reply.

> They clarified some statutes and they provided pointers to the California Statutes for forming contracts, unlawful contracts and interpretation of contracts.
>
> This was the legally relevant information Cormen was hiding under the hood of hundreds of pages of inverted prose, much of which described what he had done and what needed to happen to him, not the plaintiffs, because that's how inversionists work.

As it turned out, a response to his response is not allowed and they were told responses in general were to be held to 10 pages. .

> In the motion hearing, detailed later, the Judge said this last response, which had some nice additional information in it, was simply ignored by the court due to court rules. Although it did seem like he said he read it too. How does that work?
>
> But what about the Code of Civil Procedure that was manipulated in 1986 and then again in 1990 that created a situation in which this fee shifting scenario appeared to be proper, with a risk of shifting $145,000 to us, in a way that directly contradicted case precedent and law from 1872 to 1990 and another case precedent set in 1995 just months prior to the one Cormen had used ?
>
> Had plaintiffs known that history in time for this reply, obviously it would have been perfect to include, but given Cormen had hid the statute numbers he was hoping the judge would rely on, they were sitting ducks.

Surely the Judge knew statute history and the gross conflicts between statute, 150 years of history, and Cormen's ruse, right?

## Chapter 5 - Motion Response - The Plaintiffs Reply in more detail (Torts, the American Rule & more)

The first part of this is a  repeat of what's already been said but with a few more details now.  It is good practice to use the vocabulary a few more times.

The plaintiffs had sued Cormen's client, a Seller of real property, for committing fraud in his disclosure documents. ( remember fraud in this case means he fraudulently and negligently misrepresented facts and he concealed facts).

### Statement of Facts

1. The disclosure documents with representations of property condition and material fact of the seller were signed by the seller on 3/18/2021 under penalty of perjury --  and they were presented to his broker at that time for safe keeping.

2. At the time of signing his disclosure documents on 3/18/2021,  the seller did or should have known he had misrepresented and concealed dozens of material facts with the intention of soliciting a bid for his home for more than it was worth.

3. In addition, he completed his disclosure documents on 3/18/2021 with the active engagement and supervision of his Agent, who also would have known the seller had omitted a lot of material facts given their prior relationship, which will be revealed in another book.

4. The plaintiffs viewed the home for the first time a week after those documents were signed and they formed a contract without knowing about the Seller's fraud nor his fraudulent intentions eleven days after he signed his disclosure documents under penalty of perjury.  .

5. The plaintiffs discovered some of the seller's fraud during escrow and they discovered more related to concealment of fact and physically concealed defects after the close of escrow.

6. The plaintiffs sued the Seller for Fraudulent Misrepresentation and Negligent Misrepresention in his Disclosure Documents.

7. The plaintiffs voluntarily dismissed their complaint in February 2025

8. Coremen filed a motion to fee shift $145,000 stating the judge had "discretion to do that" , the plaintiffs were evil and his primary support was from Santisas v Goodin (1998) and CIV 1717 because it was a contract claim even though there were not breach of contract causes of action.

### 7 Points and Authorities - The Legal Arguments Made in opposition to Legal Fees

The plaintiffs presented 7 Positions

1. Torts Claims are subject to American Rule. This was only Tort Claims

2. Contract based Attorney Fee Shifting Clauses are subject to CIV 1717(b)(2) which calls for American Rule unless adjudicated by third party
3. Nonbinding Attorney Fee Clause due to Fraud in Consent & Unlawful Contract
4. Fee shifting for punitive purposes w/o other legal basis is not qualified (per precedent standards)
5. The Defendant failed to Mitiagate Legal Fees involving Attorney Bill Churning and/or Agreed upon Futility Defense
6. Violation of Due Process
7. Defendants Case Precedents NOT applicable (all had non-disputed Consent Process)
    a. Page 6 - Chinn v KMR Property Management (2008) 166 Cal. App. 4th 175, 190.
    b. Page 7 - Santisas v Goodin (1998) 17 Cal 4th 599
    c. Page 8 - Fed Corp v. Pell Enterprises Inc (1980) 111 Cal.App.3d 215, 277; Reynolds Metals Co v Alperson (1979) 25 Cal.3d 124, 129-130

NOTE:

There was a fubar in plaintiffs repose related to Santisas v Goodin. In fact that case precedent did have a disputed consent process. It was the case precedent that was created in 1998 that seems extremely fishy. It contradicted 120 years of prior precedent AND another precedent set that year that supported 120 year history prior in a perfect way that BLOCKED and even exposed inverted contract documents in use by the Real Estate Brokers.

Most of the parties in Santisas v Goodin were real estate brokers and an Attorney and the case had seemingly sat dormant for many years. The occupations of most of the people in that complaint are the same as those who would benefit from having a screwball precedent on file to confuse the system. All they needed was one corrupt judge to pull it off. Do you see the potential for problems here too, yet?

The fubar in plaintiffs response, however, was because the plaintiffs didn't address any of that directly. Some editing errors had them categorize that as a "non-disputed Consent process" when in fact it was disputed like their own. Without going into detail now, suffice it to say, if the Judge read the plaintiffs reply, he had to be thinking the plaintiffs just wanted to ignore that precedent when in fact other things had happened. Oopssy!!

YET, and ironically, it was the precedent that the Judge had to dive into to get the 1032 and 1033.5 references Corman needed him to rely on that he had omitted AND at the bottom of the precedent was the statement saying it recognized the 1032 and 1033.5 information was not inline with actual practice and that it fully CONTRADICTED the prior precedents!!

This is the stuff spaghetti bowls full of "confusion soup" are made of and plaintiffs "accidentally" added to that with their own response pretending none of it was relevant. Oopssy!!

## Points 1 - Torts Claims are subject to American Rule

Fraud to induce a contract is a Tort, and subject to the American Rule. The disclosure documents with the false statements and omission on them even state they were NOT to be considered part of the Contract.

Fraudulent and Negligent Misrepresentation are categorized by the legal system as “Torts” because they transpire outside of a contract agreement.

In this case the misrepresentations gave rise to a contract that was not consented to properly.

Misrepresentations give rise to a contract. A contract does not give rise to misrepresentations, although that’s what Cormen spent many pages attempting to do and what the Judge eventually agreed to. .

Torts are covered by the “American Rule” in CA which is codified in CA 1021, as stating each party in a dispute pays their own legal fees. Or does it?

### Points 2 - Attorney Fee Shifting Clauses are subject to CIV 1717(b)(2)

If the Tort claim was somehow confused with a contract claim, CIV 1717(b)2 explicitly protected them from attorney fee shifting for voluntary dismissals related to “to enforcing the contract”.

### Point 3 - The clause was non-binding due to the Fraud to Induce the Contract

This is the strongest of the bunch if the others got mired down. The plaintiffs did NOT contract to purchase a home with concealed cat urine defects. It was NOT part of the disclosures or their understanding of the deal. When suing for that fraud it’s illogical and impossible to think a “fee shifting clause” with benefits to the seller, that was signed 10 days after the seller omitted the fact under perjury could be used to recover legal fees for a futility defense funded by the seller. That is just “bat sh-t crazy” stuff. Yet, Corman was demanding a full and enforceable contract that must have existed because plaintiffs were living in the defendants home!! A fully irrelevant fact when discussing void and voidable contracts but Cormen, a 40 year attorney said it over and over again.

### Point 4 - Shifting for abuse requires frivolous complaint as well (per case precedent but not 1990 statute!)

Prior to the statute shift fraud in 1990, the only way a Judge could shift fees without other legal basis, for “abusive behavior” was if it was associated with a "frivolous complaint” as well. Corman had taken no action available to him that would indicate to a judge the complaint was "frivolous". Thus, prior to 1990, all of Cormen’s (false) complaints about plaintiff behavior would have been wasted breath. HOWEVER , with the 1990 statute shift in play, now the judge had far broader “discretion” to shift fees for penalty , and he could do it just by stating statute allows him too THIS is the big deal and big problem with the 1990 statue shift. If gave Judges far more discretion than they ever had prior that did NOT align with any prior case precedents or practices.

### Point 5 - Defendant Failed to Mitigate Damages

The defendant himself failed to answer questions and deliver documents he was known to have. That caused a LOT of back and forth. That is all documented in writing, Plaintiffs gave some examples and indicated they could provide documentation if needed. Imagine that you could act fully irresponsible, in a way that

dramatically drove up your own fees, and then you got to dump them on the other party ruthlessly due to a 1990 statute shift that was unlawful.

Can you see the web of fraud setup to protect the fraudsters yet?

### Point 6 - Violation of Due Process

The defendants still had avenues open to them for more complaints related to anti-trust, that had 4 year statutes and could be used to bring in his damages now that he had admitted to the condition.

### Point 7 - Defendant's Case Precedent not applicable

Case precedent one did not involve a disputed contract formation process and it involved an adjudicated settlement agreement. As far as plaintiffs wer concerned it was irrelevant.

Case precedent two was relevant but as described above, that got lost in editing and confusion -- and it contains fully contradictory positions even when compared to itself.

Case precedent three was irrelevant for various reasons not relevant now.

### From 1872 to 1990 was a slow roll, and then, the ROCK of HYPOCRACY struck!

From 1872 to 1985 there were few conflicts with interpretation and precedents. From 1985 on, documents and statutes started quietly shifting. Then in 1990 they dropped in the ROCK of HYPCRACY. With the 1033.5 shift.

Who created that mess, how did that happen, and why?

### What was Cormen relying on to be successful? Did he even believe he'd be successful?

How or why would Cormen believe such an attempt might succeed in court? Surely any Judge familiar with fair pursuit of fraud and historical understanding of statutes would see right through his mess, right?

There are at least FOUR primary reasons an attempt to fool the court or to fool the plaintiffs might succeed.

1. Judicial Incompetence
2. A Corrupt Judge
3. A Corrupt Clerk for the Judge who was feeding the Judge false precedent and statute history.
4. Other statutory and document confusion that clouded things further that have not been presented yet

In another part of this book or elsewhere there is a "Special Investigator's Report" related to the Monterey County courts. That adds shocking insight and concern that makes all these concerns a lot more "real life" and "potentially valid concerns".

## Chapter 6 - Motion Hearing - The Day before - Did Cormen know about the Judge change?

**Imagine for a moment…**
Imagine preparing for a hearing that was only allotted 10 minutes or so, to determine the fate of $145,000, with a new Judge who was NOT involved at the start of the complaint and one who was truly totally clueless about all aspects of another complaint he was assigned for a Settlement Conference. So clueless that half way through that, he thought these plaintiffs could somehow release liability for cross complaints when they were the harmed party with no one they could possibly release.

That was “only” about $50,000 in fraud allegations -- and he was NOT prepared at all. This was for $250,000. Any reason to believe he’d be more prepared for this one?.

How does that feel?

What about the fact the new Judge had to counsel plaintiffs for calling the Defense Attorney in the $50,000 case a “Piece of Sh-t” in the hallway after they figured out he was confusing the new judge to the point he had inverted him? Then, when the Judge found out about the “curse word”, he told plaintiff him he had no first amendment rights in his courthouse and threatened jail time, without acknowledging none of that would have happened had he actually come prepared to the hearing with an understood the facts of their complaint , and protected himself from the confusion tactics of the defense attorney.

Does this sound like a healthy place to try to resolve disputes? Does the idea of attorneys intentionally confusing judges feel good or align with duties of “Officers of the Court”?

Imagine knowing that the original Judge of this complaint was fully aware Cormen had NOT behaved properly in his response nor his first CMC statement process.

Imagine knowing she was provided 40 pages of detailed documents that exposed Corman’s non-compliance with behavior and Code of Civil Procedure in the answer and first CMC process.

Imagine knowing she just looked the other way when confronted with the futility defense tactics from the get go -- while then sending the plaintiffs into the Discovery Desert (or wilderness) with no follow up CMC’s for oversight that would have likely fully prevented this trainwreck from transpiring.

How does that feel? Does any of this feel good?

Will this new Judge have read any of the 40 pages that were provided at the first CMC to express those concerns?

Will this new Judge have read any of the complaint documents?

Will this new Judge have even fully read the reply documents?

Nothing about the prior experience with him indicated that was something the plaintiffs could rely on AND nothing about any experience with two of the three other Judges did either.

Does any of this feel good?

For a full detail on many concerns with the old Judge and the new Judge, and the other judges, check out the Special Investigators Report.

### On 4/10/2025 Plaintiffs checked for a Preliminary Ruling…

On 4/10/2025 the plaintiffs checked the preliminary rulings webpage on the Monterey County Court Website.

Prior to 3pm the day prior to motion hearings, the court posts tentative rulings for the following day. If a tentative ruling is made that someone wants to dispute, Parties have until 4pm to email the court to declare that and then the hearing is put back on the docket. There were no tentative rulings posted.

Just prior to 4pm, Cormen's office sent an email that indicated they had been in touch with the clerk and could not figure out if a preliminary ruling was coming. Thus, "out of an abundance of caution" Cormen would be at the hearing and able to make oral arguments as needed. They clearly seemed to feel that a preliminary ruling one way or another would have been issued.

Plaintiffs were interested to see exactly how he might defend his position. What he presented on paper should NOT have flown in court, especially given the opposition provided.

At that point in time plaintiffs were NOT sure if Cormen and his paralegal knew that the initial Judge in their Case had been reassigned nor if he had any experience with the new Judge who was also new to Judging in a manner that made it highly unlikely Cormen had any prior experience with him at all.

Can you imagine Cormen may have started this stunt knowing the head judge in the county and the one assigned and knowing they might support his stunt and then finding out a new, young Judge now had the motion review responsibilities?

Suffice it to say, plaintiffs were uncomfortable with all of this for a dozen or more reasons, one of which was simple Judicial corruption to support his own team.

## Chapter 7 - Motion Hearing - Pass 1 - the overview and summary…

On 4/11/2025 Plaintiff him and his witness arrived at the Monterey Courthouse around 8am. Plaintiff her was going to Zoom in.

The courthouse is shockingly empty on Friday mornings. Maybe a total of 10 people are there to participate for plaintiffs or defendants in 3 or more court rooms. Everyone else Zooms in.

Plaintiff and his witness went through security and were standing in the lobby waiting to put a document on file when Cormen arrived.

Cormen looked uncomfortable. He went through security screening. He either left the security badge he used prior at home or he had let that lapse, thus the security screening.

Plaintiff him made eye contact but showed no emotion. Cormen turned and went up stairs.

Plaintiff him and his witness put a document on file with clerk for another case, and they moved to the third floor. More brief eye contact was made with Cormen as he was pacing, and then the door to court opened.

Cormen walked through the petitioner door instead of the respondent door and then cut across the pews.

Once in the Courtroom plaintiff him, the witness, and Cormen watched on as two other motion hearings transpired first. They were scheduled second but they went third. .

In the first hearing two older attorneys were on zoom. The first guy made a pitch and the Judge seemed to follow along. Then the second guy made his pitch. The face on the first guy looked pained as the second guy spoke. It seemed the first guy had tried to fool the court and toss b/s out, and he had gotten caught.

When that was done they called the third hearing second, in a move that was preferred, and desired actually.

In the second hearing things were a bit more weird.

> The defendant was not there. It seems he had started with an attorney , lost the attorney and then failed to show up on more than one occasion.
>
> The Plaintiffs had tried to file a motion to strike that would result in some type of “win” and the Judge wasn’t having it.
>
> The judge felt he needed to file a motion for summary adjudication, summary judgment or possibly schedule a trial knowing the defendant would not show up.
>
> Apparently when the defendant is not represented and facing the potential for a large judgement, the judges go way out of their way to make sure a plaintiff provides facts for a judgement.

…AND HANG ON TO THAT THOUGHT FOR A MOMENT NOW AS IT BECOMES EVEN MORE RELEVANT REALLY SOON…

PLAINTIFFS WERE FACING THE POTENTIAL OF A $145,000 ATTORNEY FEE SHIFT WITH NO CLEAR STATEMENT OF FACTS AND NO CLEAR UNDERSTAIND OF WHICH OF 4 OR MORE POSSIBLE REASONS THAT MAY BE DONE, AND THEY WERE GOING TO GET 10 MINUTES TO FIND OUT THE JUDGES CONCERN WAS RELATED TO A STATUE NOT MENTIONED BY CORMEN, AND PLAINTIFFS WERE GOING TO BE REQUIRED TO ANSWER ON THE SPOT?

Then the plaintiffs case was called. Cormen took his seat and Plaintiff him took the seat up front with Plaintiff her on zoom.

After stating appearances, the judge indicated his initial ruling was to award $145,000 in legal fees to Cormen and the Defendant.

Plaintiff her on zoom looked horrified and shocked, and rightfully so. Plaintiff him turned and looked at his witness in the back pews with concern.

To be clear here… (This information was presented prior, but it is presented again here to reinforce it )

1. The plaintiffs filed a suit for fraud in disclosure statements that were intended to induce an offer for more than the home was worth. That fraud transpired between the seller and his broker days before buyers knew the home was for sale.
2. The defendant failed to file a demurrer to the complaint stating it had no legal merit
3. The defendant failed to file a demurer to the complaint for statute of limitations
4. The defendant failed to file a demurrer to the complaint stating it was in bad form even though it was
5. The defendant answered the complaint in a deficient manner, failing to establish agreement on facts as was required for a verified response
6. The defendant failed to file a motion for summary judgment in his favor
7. The defendant failed to file for a protective order in discovery for abuse
8. The plaintiffs were subjected to a futility defense that resulted in a $145,000 bill for less agreement on facts than could have been had in 30 minutes with some truth serum.
9. The plaintiffs discovered the defendant had lost his job of 11 years. The plaintiffs had lost confidence they would be able to collect on any judgements and so the plaintiffs dismissed the complaint.

And for attempting to pursue a person for fraud who provided no reasonable defense, they were going to get to pay $145,000 in legal fees because they did not complete their pursuit of him to an adjudicated outcome with a win?

To be clear here…

1. The Defendant listed his property with Keller Williams and the plaintiffs used Coldwell Banker for their Brokerage
2. The contract used to make an offer was provided by Coldwell Banker. Although Coldwell Banker was the plaintiffs broker, they were in fact in service to the seller financially because at that time the seller paid all commissions.

3. The Contract provided by Coldwell Banker for the plaintiffs to use to make the offer was the “standard” and “approved” Contract stamped by CAR (the California Association of Realtors) that also included a Coldwell Banker Logo on it.
4. The contract had a simple enough attorney fee shifting clause in clause 25 that reads, “ In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer and Seller”
5. The contract had a disclaimer stating it was not warranted to be legal for any given transaction
6. The contract has at least three clauses that are fully unlawful when compared to statutes and case precedent that are material , all of which would lead a seller to commit fraud.
7. The Keller Williams Agent engaged for 8 months with the Seller to fix up the home for sale without disclosing that.
8. The Keller Williams Agent was actively engaged in supporting false statements and omissions in the state mandated, statutory disclosure documents.
9. Plaintiffs found fraud during escrow and after escrow. Much of it is irrefutable with facts plaintiffs had obtained before the lawsuit was filed
10. Plaintiffs attempted to recover from the fraud by filing a lawsuit based on state published statutory disclosure documents. .
11. And the only way plaintiffs would have avoided eating the Defendant’s attorney fees is if plaintiffs had been able to fully complete the lawsuit and win OR reach a settlement with a man who knew he could use a futility defense one way or another to push them out?

Furthermore, to be absolutely clear, with statutory details that are more disturbing and were not presented above yet..

1. The statute that the Judge relied on for his decision to award the Defendant $145,000 in legal fees was NOT CIV 1707 and it was NOT CCP 1021, the American rule, which would have been in plaintiffs favor.

2. The statutes the Judge relied on for his decision were CCP 1033.5, in conjunction with CCP 1032, two statutes that Cormen NEVER actually mentioned in his 159 page motion filing nor his 9 page response.

3. The statutes the Judge relied on are generic for ANY CONTRACT in California that has an Attorney fee shifting clause but that fact is buried in a confusing way in the way they are constructed.

4. This complaint was all Tort. It was filed properly as all Tort and California is advertised to follow the American Rule for Torts, no reasonable judge would have said the contract was formed properly given that was what was in dispute, yet that didn’t stop fee shifting for dismissing due to concerns of defense and insolvency and a futility defense either?

5. And no comments were made indicating he was doing it for behavioral reasons?

If you are not from California, as an Attorney or a layperson, this should be terrifying.

If you are from California and you are not an Attorney, this should be terrifying.

If you are from California and you are an Attorney, whether you knew about this mess or not, now that you know how a 40 year attorney might use it to try to financially destroy the victims of real estate crime, and how it could be used in ANY OTHER DISPUTE where tort claims or breach of contract claims are filed in relation to a contract with an attorney fee shifting clause that may or may not have been formed without fraud, this should be terrifying one way or another as well.

**What Plaintiffs have just described is what should be a "show stopper" one way or another**

It's unclear if it's going to take days, or weeks or months to "expose" this California Legal system debacle, but it's doubtful it will be years for sure.

As of Sunday 4/13/2025, at 6:26pm, plaintiffs do NOT believe the Judge was/is Corrupt.

At this time plaintiffs believe the young and new Judge might have been sleepwalking.

At this time, plaintiffs believe Cormen's attempt to get him to make a bad ruling "almost worked" but it may have been stifled by oral arguments, although that was not fully clear.

Plaintiffs will NOT know for sure until next week because the judge said he was going to take the oral arguments under consideration.

Now that you have a first pass at what transpired, we'll delve deeper into the hearing in the next chapter.

## Chapter 8 - Motion Hearing - Pass 2 - in more detail…

After making the $145,000 tentative ruling announcement, the Judge told Cormen he was considering reducing his hourly rate from $550/hour to $450/hour to match the local rate which would make the award $119,000 instead of $145,000.

Cormen immediately stated he was one of the top attorneys in Santa Cruz. He indicated his firm had won an award a few years ago, and that his paralegal was the top paralegal in Santa Cruz. He indicated every attorney in town wanted to hire her and that their rates were high but competitive in Santa Cruz . According to Cormen, they were worth it.

The Judge then started going through some of the billing items and asking questions. Each billing item had notes next to it. Many of those suggested Plaintiff him was difficult to work with even though him could provide emails showing that was not the case. The notes were never brought up to Cormen, even though the Judge had been provided a lot of examples to rely on to refute his characterizations.

Cormen appeared to have the Judge fully snowed under or the Judge was just playing along. It was impossible to tell.

Attorney Cormen, his client and all of his clients' service providers were Masters of Attention Manipulation.

> At this time, it's unclear where or how each of them acquired the skills they did, but they learned them from someone or from books.
>
> These are not skills people are born with.
>
> They are most familiar to those who have practiced the esoteric. They are also learned by those who study Neurolinguistic Programming (NLP) , Hypnosis and FUD theory (Fear Uncertainty and Doubt). FUD theory is studied regularly by Attorneys, unfortunately.
>
> The attention manipulation skills they were all wielding were extremely lofty.

After the Judge was done talking to Cormen about 6 figure fees with seemingly little understanding of how small they should have been had there not been bill churning, Cormen then ended with an odd statement.

He told the Judge the complaint arose from the TDS and SPQ, contrary to everything he had tried to claim in his motion.

It was as if he was trying to lead the plaintiffs and the judge into a proper dialogue after having totally misdirected all of it in his motion filing.

The judge turned to Plaintiff him. Him was trying to stay out of shock. The Judge asked him if he'd like to make any arguments.

Plaintiff him reiterated the fact that the complaint arose from the TDS and SPQ and not the contract and given fraud in those are torts, and torts were subject to the American Rule with no fee shifting, he then asked the Judge for the basis for the decision.

The judge appreciated the question and he indicated the basis for his decision was CCP 1032 and CCP 1033.5 and he named two case precedents the Plaintiff could not catch because he was in too much shock.

Why had Plaintiff him not seen any of these numerical statutes in Cormen's motion filing ?

Plaintiff him had seen one of those numbers but only looked at it peripherally for one reason or another because it was related to cost shifting not Attorney Fee shifting.

Certainly it was not a basis to shift $145,000 in Attorney fees on him with no logical, reasonable or rational basis, right?.

In response, instead of trying to understand what or how 1032 and 1033.5 could possibly result in such a bizarre situation, the plaintiff tried to frame the nature of the experience with a timeline knowing none of the Judges seemed to be reading into any complaint details.

Plaintiff him attempted to make it clear that the fraud transpired days before the plaintiffs ever looked at the home and that there was no logical reason the attorney fee shifting clause or any other statute should be able to result in such a fee shifting situation in a state that claimed to abide by the "American Rule" and outwardly encourages the pursuit of fraud.

The judge allowed him to go on for a minute or two and then asked him if he could address his concerns about 1032 , 1033.5 and the case precedents.

Absent any information, the plaintiff continued with his approach with more of the story.

The judge allowed Plaintiff him to go on for a minute or two and then asked him again if he could address his concerns about 1032 , 1033.5 and the case precedents and he asked him to focus.

Absent any information, Plaintiff continued with his approach with more of the story.

> This time he switched to the fact that information in the case management notes shows they got no proper response to their complaint and that they had spent 3 months since then dealing with futility.
>
> Plaintiff him held up a 15 page document and stated they had only needed answers to the first few questions in each section and they still didn't have those after $145,000 in the opposition's legal billing.
>
> Plaintiff him then told the Judge he had created 30 small claims case packets for each fraud. He had looked at each damage item like a small claims case. He had compiled statements of fact, images and photos for each item as well a quote for the damage in separate reports.

With the reports averaging 20 pages each, 600 pages of documents had been presented to the seller on 12/10/2024 along with 200 pages of answers to discovery that were unnecessary along with 100 files.

Plaintiff him indicated all of this was contrary to Cormen's statements that the discovery response from the plaintiffs had been lacking.

Plaintiff him then stated on 12/18/2024 they got interrogatory answers back from the defendant. When faced with 1000 pages of discovery, the defendant had finally admitted he did not contest any conditions, but that he had disclosed everything without identifying where and when he claimed to disclose each item, yet again.

Thus, to get to that point with a singular admission of condition had taken 4 months and over 1000 pages of documents but the plaintiffs finally had step one out of the way.

At that point it seemed like the Judge was listening.

Plaintiff him went on to state that with that 12/18/2024 response, the defendant was supposed to answer the 15 pages of statement of facts as part of the Interrogatory demanded, and again he avoided it by stating he had answered the content in the complaint and it was the same, when it was not.

Thus, they were STILL without all facts needed to start a more detailed dialogue, but by having the admission to conditions out of the way there were other ways to pursue that then.

Plaintiff him went on to state the 12/18/2024 response indicated the defendant was no longer employed and that gave the plaintiffs a lot of concern given he had lost his job of 11 years and they were unsure about his future employment state.

Plaintiff him then stated on 12/19/2024 Cormen had sent them a notice that their 1000 pages of response were lacking. He gave them until 1/3/2025 to comply.

Then, just 4 days later on 12/23/2024 Cormen sent the Plaintiffs almost 300 pages of motion to compel documents with over $7,000 in legal fee threats. Cormen had ignored the time to respond he had provided just days prior. Plaintiffs viewed that as a panic response by Cormen and his Client and as an attempt to shove them out of their own complaint.

Plaintiff him indicated to the Judge they considered staying in the complaint and trying to address the motions, but with the risk of financial loss, the volume of (false) information Cormen was producing to discourage pursuit, and the fact they felt they likely would never be able to collect from the defendant, they decided to dismiss the complaint under the strong belief that was their right with no risk of fee shifting.

Plaintiff him then pointed to Attorney Cormen and indicated he was the only person that had benefitted from this complaint.

At that point the plaintiff's memory gets a little blurry but he seems to recall closing with a few simple statements and questions...

Plaintiff him then stated,

> “Nobody starts out a complaint with a net worth statement of a defendant”.
>
> “Does it make sense we could attempt to purchase a home, be given a disclosure document with false statements on them, discover fraud during and after close of escrow, attempt to enter into litigation in good faith with a desire to recover money, discover that the plaintiff is insolvent while being faced with a futility defense, and then be responsible for his attorney fees?”
>
> “In what system does that make sense?’
>
> “Every legal website in California states that California operates under the American Rule. Frauds are Torts. Torts are subject to the American Rule. Fraud is most commonly associated with inducing a contract, but seemingly here, if it’s committed while inducing a contract with a fee shifting clause, it’s no longer a Tort subject to the American Rule and the person who committed the fraud can get all his Attorney fees paid if a complaint is started and not run to completion with a win?”
>
> “Does that make any sense at all?” and that may have been followed with a subtle shrug.

At that point Plaintiff him felt like he might have seen a tiny light turn on in the Judge but he admits that may just be wishful thinking. He certainly felt like he threw enough pebbles out there to put some crunch in the mental gears.

The Judge indicated he’d take it all under consideration and he’d have a judgement rendered the following week.

And the hearing ended.

Cormen got up and walked out. He was gone from the hall before Plaintiff him and the witness got there. In fact, by the time they got to the window to look out the third floor, they could see Cormen getting a Sheriff escort to his car far below.

To Plaintiff him and his witness, this was something straight out of the twilight zone. They both agreed it seemed like the judge may have been receptive. Neither felt he was feigning to cover for fraud and both felt what was stated had to sink in one way or another.

What the Judge was going to have to admit to himself was that if his ruling was right, there was / is no way for a harmed buyer in real estate or any other contract related dispute that involved torts to ever attempt to recover from the fraud without having to get all the way to the end of a complaint with a win, and that makes no sense at all.

So what exactly happened to the CA Legal system that has resulted in this very bizarre scenario?

That’s a really great question with an answer that is even more shocking. We’ll introduce a little first, and then explain what Cormen did to get the judge to rely on something he never mentioned, then we’ll dive deeper into this mystery.

## Chapter 9 - Oh WTH?! The 1032 and 1033.5 Statute Manipulation - an Introduction

CCP 1032 is a statute that covers “costs” and the shifting of “costs” for a prevailing party in California. It also states “a dismissal” makes the other side a prevailing party for costs. That means the plaintiff has to pay the defendant for his costs.

CCP 1033.5 is the statute that actually defines what qualifies for costs, and in a book of statutes, it would be a page or more away from 1032. .

From 1872 until 1990, the word “costs” in CCP 1032 was always exclusive of Attorney fees .

Then in 1990 the legal lobby, with the support of the legislature, did something extremely deviant.

In CCP 1033.5 they added a clause that stated the word “costs” in 1032 would include “attorney fees” if there was a contract clause that stated there was a fee shifting clause in it.

When they did that, they "accidentally" created a statute configuration that no honest Judge would naturally or automatically agree with.

No honest judge would naturally or automatically agree with the idea that a plaintiff who voluntarily dismissed their complaint because they discovered the defendant could not pay any future judgement would or should be required to pay the defendant’s legal fees.

That’s simply nuts.

However, if you read 1032 and 1033.5 today, just at face value, that is in fact how it reads. And it’s read that way since 1990.

In an industry where they rely heavily on words, how on EARTH could they have gotten these words so convoluted and inverted? More so, how could they not have straighted them out once it happened?

> That confusion created a permanent uncertainty for Attorneys who wanted or needed to represent plaintiffs in contract disputes.
>
> That confusion created “hope” for defense attorneys when they were seeking to sell fraudsters on services.
>
> Do you see where this is going yet? If not, the Cormen Chronicle Decoder spells this out with absolute clarity.

To those with rose colored glasses, this may seem like it was just an accident or confusion that has never been rectified, but it is not.

Civil Attorneys are not “predefined” as those who represent plaintiffs or defendants. They take whatever calls come in. This configuration allowed ALL OF THEM to make a LOT more money no matter who they represented and it created repeat fraudsters where the fraudsters would have been shut down prior to 1986.

Again if this isn't clear, don't try to figure it out. The Cormen Chronicle Decoder lays this all out with absolute clarity.

Referencing back to the introduction now, this was just one of many steps that have been taken since the 1960's and/or 1970s to convert the courts from a balanced place for dispute resolution into a venue where Defense Attorneys (and all Civil Attorneys in general) can control entire industries as they wish, once you figure out the power they gave themselves to support fraudsters with an improper bias against harmed parties.

With a missing word here or there or a confusing word inserted in, they have made it absolutely impossible for honest parties to sue and rectify small business, corporate, or cartel frauds without being exposed to excessive litigation risk that makes pushing back against them too risky.

Admittedly, this may be a large pill for some people to swallow, so just take it one day at a time.

Most don't realize just how accurate George Carlin was, nor do they realize the nitty gritty details of how it was done, as we've just exposed to some degree just now. .

IMPORTANT NOTE:

> CCP 1032 does NOT clarify if the word "dismissal" refers to a dismissal via adjudication or voluntary dismissal or both.
>
> It goes on to state the cost shifting was an entitlement. The word entitlement sounds like a right.
>
> Yet in 1986 they modified it to say "entitlement as a matter of right" which seems like duplicative double talk.
>
> Then in 1990 they added the cost definition twist to start the scheme.
>
> At this time plaintiffs are NOT convinced that the actual and intended use of cost shifting was only for dismissals via adjudication.
>
> At this time plaintiffs are NOT convinced that the actual and intended use of cost shifting was never to apply to voluntary dismissals at all and they can imagine a reason why they would not have been intended with the 1872 statute start.
>
> Given all that's transpired, plaintiffs currently believe that may be an even larger and overarching misdirection , in that the Attorneys may have more recently hijacked "juts cost shifting" for voluntary dismissals in complaint not involving a contract as well. More study needs to go into that as well.
>
> This alone provides an example of the use of "vagueness" that they've allowed to fester for 100+ years as well.

## Chapter 10 - Motion Hearing Re-Played - It took 48 hours to figure out what happened…

### How did Cormen get the Judge to introduce the Statute?

It took Plaintiff him and his witness a few hours to unpack what had happened in the motion hearing.

First they came home and inspected CIV 1717, CCP 1021, 1032, 1033.5 in more detail. They combined that with notes from a few case precedents to understand the mechanics of the statutes.

When Plaintiff him realized “attorney fees” had been added to the definition of “costs” in CCP 1033.5 in 1990, but pages away from where the word costs is relevant in CCP 1032, and that the change had transpired in 1990 in contradiction to all known case precedents for 118 years , he realized this was all part of a larger legal lobby scheme.

Plaintiff him realized the statutes had been manipulated in a massive way to support the other manipulations with the real estate contracts in 1985 that have not yet been fully introduced.

Then, as Plaintiff him and the witness tried to follow the logic along, to understand the benefits, they started focusing on the “sales pitches” attorneys would have had to give harmed parties and defendants in 1985 vs the same in 1990 and they realized the benefits to the legal lobby immediately.

***Then it got worse. They were able to identify an odd case precedent with suspicious characters that was released just months after a case precedent stated the 1032 and 1033.5 statute were unlawful. Read that a few times until it sinks in.***

Not only do the statutes now say attorney fee shifting for torts "loosely or tightly related” to contract disputes are supposed to happen by default for voluntary dismissals, when they aren’t, but there are now two case precedents from 1995 (or 1998) that fully conflict with each other as well.

One says that such shifting is not legal for any voluntary dismissals inline with prior precedent, l while the other that passed just months later says the option should always be there, while quoting in itself that it’s in full conflict with another that was published just months prior.

This California legal system could not be more tied in knots and inverted if it had to.

The good news was that if a non-corrupt Judge slowed down enough to pay attention to the Plaintiffs complaint, hopefully he’d realize the situation with the torts to induce the contract should NOT be subject to this mess, because that fraud did transpire before a contract was formed and the frauds gave rise to the contract, not the other way around and the rest of this was just noise that needed to be addressed for other reasons, but not relevant to the plaintiffs situation at all. .

Then the plaintiffs and his witness asked themselves where or why the Judge pulled these statutes out given they were not in Cormen’s motion at all.

When they reviewed the Santisas v Goodin (1998) 17 Cal 4th 599 case precedents Cormen had provided again, they could see references to 1032 in some places but 1033.5 was not at the top of any of them.

However as they started to scan down further they saw details about this 1032 and 1033.5 confusion and what they realized was that by Cormen omitting reference to those in his complaint and focusing on CIV 1717 he prevented the plaintiffs from realizing that the Judge would rely on his knowledge of the 1032 and 1033.5 mess to make a position statement that Cormen didn't want to make himself.

If Cormen brought attention to the statutes and confusion, the plaintiffs could have attempted to address it in their response.

Being in business for 40 years, Cormen has accumulated many document templates and many tricks. For this trick he used an approach to keep the plaintiffs in the dark about the statutes he wanted a Judge to rely on by leaving them out of his motion filing and creating much distraction to get the plaintiffs to focus on other things.

In such a situation there was no "guarantee" an honest judge would or should even bring up the 1032 and 1033.5 confusion. In fact he could have leaned the other way and brought up the conflicting case precedent also mentioned in that case precedent.

In other words, Cormen was relying on a Judge to read into his suggestion for cases precedent and to pull out the 1032 and 1033.5 number in a manner he himself had failed to state but suggested with the cost reference in his first precedent that should have been irrelevant.

In plaintiffs opinion, at this point in time, given a judge is in fact supposed to be a "referee" and not an "advocate for the defendant", the fact that the judge read into the case precedents and pulled out statutes for reliance that gave Cormen and his client a statutory right to the fee shifting that was opposite the American Rule for Torts and is opposing the other case precedent that supports 120 years of prior precedent, this all seems like more than a minor Judicial error in more ways than one.

One question now comes up. Has the Judge even realized Cormen never referenced 1032 and 1033.5?.

This stunt Cormen pulled by making over 160 pages of prose that never mentioned the confusion based statutes he hoped a judge might rely on to slap a plaintiff with $145.000 in legal fees just because there was a statute that actually contradicted the American Rule and 120 years of precedent for case shifting for voluntary dismissals is a large mouthful to swallow.

And this is coming from an "Officer of the Court" in a county court system that offers no self help services? (more on that in the Special Investigators Report)

Is there any Judge that Cormen might not try this with? Was he thinking the original Judge was there when he did it?

### The Mindset of Cormen. What does it look like inside?

While setting all this aside imagine, if you will for a moment the mind-set of this 40 year attorney.

What does his mind look like inside?

Imagine for a moment, a fellow countryman, who is licensed as an “Officer of the Court” , that attempts to work with or manipulate a Judge into applying $145,000 in legal fees on someone who he knows for a fact was harmed seriously by fraud. What does he look like inside? What does his mind look like inside?

Cormen is an intelligent man. He saw the photos. He saw the attestation statements. He saw his own clients' horrific responses to questions and details that exposed fraud. He saw the attestation statement come in about his client’s shakedown scheme on a neighbor for $1200. .

Yet he willfully engaged in an attempt to slam harmed people with $145,000 in bloated legal fees AFTER pushing them out of their own complaint?

What makes a man like that tick?

With fellow countrymen like that, who needs enemies?

Behavior like this may be a really good reason why the Western World was targeted for destruction.

If people like Cormen are willing to do this to their own countrymen, is there anyone they won’t do this to?

Is it like this in Dubai? Is it like this in China? Is it like this in Vietnam? Is it like this in Japan? Is it like this in the Philippines? Is it like this in North Korea? Is it like this in Germany? What about Italy?

Did we almost become North Korea? Are we North Korea in disguise?

Have you seen photos of the largest 30 cities in China? Do you realize we’ve been in a media black out since 9/11 if not much longer?

Many countries have problems in the lower rungs of society but does the top end of their professional class behave like Cormen too?

Many think not. What about you?

## Chapter 11 - Summary for Book 1

What has just been described is a commercial nightmare. The irony of this is that you, the reader, haven't seen anything yet.

While this is a massive manipulation, it was "only executed" by a single attorney, his paralegal and possibly others in his support.

When you see the volume of people operating in deceit under this umbrella, it's breathtaking.

The moral of this story is that if you have to buy Residential Real Estate in California, at this point in time, you have ZERO protection from fraud of a seller or the brokers.

There is nothing in the contract that can protect you from fraud, no attorneys will represent you for one of a dozen reasons we can now describe in detail, and there is no way to safely or economically pursue fraud.

Ironically reversing the statute manipulation is easy and that should happen immediately. Other simple suggestions for change can be made that will help out. Correcting the real estate contract defects would be easy too, but for that, you may have to dismiss the entire legal lobby and real estate brokerage industry first.

In order to properly address the rest of this, the volume of change that would need to transpire in the California Legislative Body, the California oversight systems, the California Bar Oversight system, and the courts is simply gobsmacking.

It's unclear if any of the people existing in these systems could remain, given the duration this confusion scheme has been in play. It's mulit-generational now.

Should buying a home in the United States or anywhere in the world be this commercially treacherous?

We suggest you move on to the Corman Chronicles Decoder and the Special Investigators report next, if you haven't already.

We'll pick up more in Book 2, if and when that follows.

# APPENDICES

## A1) Appendix - Backstory - Buying & Selling Used Homes in “As Is” Condition led to this “Confucion” Trainwreck

The Plaintiffs attempted to buy a used home in California via the “state regulated” Brokerage Marketplace.

> Keller Willams listed the home for sale for a homeowner.
>
> Coldwell Banker was the Plaintiffs Broker, although as you will see, that is a deceptive representation of facts when you understand how brokerage actually worked for 100 years, and until a class action lawsuit in 2024 finally disrupted a fully cartel controlled industry. .

In California and all other states, the Real Estate Brokerage Industry was ”supposed to be” a “state regulated industry”.

> One fact most people do NOT realize is that a licensed “Broker” is not just licensed to deal in residential real estate. They are licensed to brokerage all kinds of transactions and they are better thought of as a "transaction broker” not a real estate broker.
>
> Only some of them specialize in “real estate brokerage”, and those that do in California need to register with the “California Department of Real Estate” (CA DRE) , for oversight (theoretically).

In California, the “California Department of Real Estate” (CA DRE) is the oversight body for Real Estate Brokerage. Unfortunately, it has been consumed via regulatory capture. Based on all facts known now, that problem has been in play since at least the 1980s, and it might be naive to believe the CA DRE was ever not captured. It might be naive to believe it was set up with honest intentions to start with.

> If the CA DRE had been operating as a proper oversight body, nothing about this story would have transpired.
>
> The seller would never have been misled by his “agent” and/or broker to believe he could commit over 50 acts of misrepresentation (a type of fraud related to lying about important facts) without consequence. In fact, his “agent” and/or broker would have felt a duty to stop him from committing fraud, not support him in it.
>
> However, if the CA DRE had been operating properly, the Civil Attorneys across the state of California would have been without a lot of great paying work resolving illogical disputes in illogical ways for many decades and that would not be good for their “business”.
>
> In general, Regulatory Capture and Attorney Business Interests have a direct correlation right now.
>
> More regulatory capture is more business for Attorneys, and that creates horrible community.
>
> If you look at what is happening with the exposure of problems with Federal Regulatory bodies since the 2024 Presidential election, and how those corrupt regulatory bodies were doing things that created

> business for attorneys via the creation of unhealthy community -- this may all be easier to see and understand now.

As indicated above, in this situation the Plaintiffs allege the Seller committed over FIFTY acts of misrepresentation (a type of fraud related to lying about important facts), and this story arose from their discovery of some of those misrepresentations during escrow (the time between ratifying a contract and taking possession of the home) and the discovery of other misrepresentations after close of escrow (after taking possession of the home).

Many people may not realize that buying and selling real estate and doing any type of business deals at all , almost always has a component of “good faith” in it that is required to do “deals”.

In most cases, it is impossible to check or cross check every fact or every detail about any given transaction.

To enter transactions in a civil system both parties agree to be “honest” with each other and if one is found to have lied, there are consequences.

> While this sounds like an utterly simple concept, do NOT ask 440,000 current real estate licensees nor 260,000 licensed attorneys in California to explain it, because they can not.
>
> Not only can many of them not explain it, a portion of them can fabricate the wildest stories about laws and rules that contradict the California Constitution in absolutely gobsmacking ways.

With regards to the term misrepresentation, In layman’s terms, the seller wasn’t honest about what he was selling. He didn’t tell future buyers true facts about his property while seeking to get them to agree to pay more for the property than it was worth.

In layman’s terms, this type of fraud could be described as a “bait and switch” scheme, and it’s also a form of “false advertising”.

The rest of the information in this chapter is dedicated to some more real estate vocabulary and facts that will help you understand the context of the dispute that gave rise to a $145,000 attorney fee shifting motion better.

For some, the first part about “as is” condition in the next chapter will make sense -- although some of you may be surprised how many others thought cheating via lying and omissions was kosher. Then the part about “uni-brokers” may shock many. We are coming out of a very dark 100 year period of commerce in the United States.

## “As Is” Condition, “Representations” of Condition and Material Fact & Disclosure Documents

All used homes are sold in “As Is” condition, BUT that doesn’t mean what a buyer finds is what they are buying.

The “As Is” Condition of a home is defined by:

1. What a potential buyer can see on a casual walk through of a home and around the property

   COMBINED WITH

2. What the seller “represents” about the PAST and PRESENT condition of the home that is not within sight or understanding of a buyer during a casual walk through.

### Representations, Disclosure Documents, Misrepresentation and Concealment

When the owner of a home is selling their home, they need to **represent** to their broker and/or a potential buyer everything they know that might affect the buyer's perception of value. It needs to be done in a way a person would do it when selling it to a brother or sister they liked and one they didn’t want to defraud or piss off.

When a bank or trust is selling a property they have disclosure obligations too, but their insight may be a lot less.

Nobody involved in the sale of property that has material information that might affect any parties perception of value, can keep that from the other party without legal consequence .

NOTE: although this is law, it is only theory in California at this time and it’s been only theory in California for at least 35 years, unfortunately.

“Represent” is the key word above, and a key word with implied meaning in the legal industry.

The words “represent” and "represents" are related to “Representations”

Representations are written or spoken statements by the seller or someone else about their own personal knowledge about a topic.

The phrase "representation statements” would make more sense than “representations”, but that is seldom used.

They typically just use the word “representations” when talking about what a seller “represents”.

“Represenations” are often made on “Disclosure Documents”.

For some reason, they do not call them "Representation Documents", they call formal documents with “representations” on them “Disclosure Documents”. There may actually be some logical reasons for that but just take it for granted for now.

Disclosure Documents with representations (aka representation statements) of a seller on them also typically have a "verification statement” indicating the seller completed the document “under penalty of perjury”.

The statements are supposed to be made under penalty of perjury because it is supposed to instill a fear of lying, although that is NOT working in California at this time.

Misrepresentations are what representations are called when they are found to be false or incomplete.

> Misrepresentations expands to "misrepresentation of fact" or "misrepresentation of property condition".
>
> Misrepresentations, in laymen's terms and slang are called lies, partial lies or omissions. .

Concealment of fact , or just concealment is how they refer to omitted facts. Omissions are also generically referred to as "misrepresention" too, so sometimes you have to clarify. "He committed three acts of concealment" translates to "he omitted three facts" or "he lied by omission" or he "misrepresented by omission".

### "Fraud to induce a contract" transpires via Misrepresentation and Concealment of Fact

In a world where the majority of people seem to feel like cheating and lying to a degree comfortable to them is okay, this idea that they need to be fully honest when they attempt to sell a home can be a nearly impossible concept to convey -- even though they would not like being lied to when they bought the home.

Often times, the first type of question a potential seller of property who is lacking in moral compass asks is similar to the following:

> "There is a roof leak in the winter on that corner of the home, but they won't know that since we aren't selling it in winter. Do I have to tell them that? "

It is a very unfortunate reality that exists today in the United States to the degree it does now, and it's gotten so bad now, there's no place further down to go.

> For clarity, it's the total corruption of California's collective mindset that led to this commercial trainwreck and this publishing.
>
> The first step in recovery from any addiction, including dishonesty and habitual deceit, is identification of the problem.
>
> That's one of many things this publishing is intended to do.

In a world where the Judges and Attorneys were properly engaged, which is fully EXCLUSIVE of the entire state of California at this time, and seemingly the entire United States, to avoid being sued for FRAUD to INDUCE A CONTRACT, anything and everything a seller knows that "might" affect a buyers opinion of value MUST BE REPRESENTED before a contract is formed to sell the property. NOTE: this is before a contract is formed, NOT before the property is turned over to them !!

### Wordplay for practice…

> A Seller's failure to represent material facts and defects that might affect a buyers perception of value is summarily referred to as "misrepresentation", because they "mis - repressented" a fact.
>
> Misrepresentation is a form of Fraud, which is formally referred to as deceit and deception in California.

Fraud, deceit and deception will be discussed in more detail in the next chapter along with other legal terms.

## Seller Representations are made to Selling Broker/Brokerage, not directly to Potential Buyers….

In a Brokered Real Estate Sale, the Seller actually makes their "representations" about property condition and material fact on "disclosure documents" that are then given to the Selling Broker directly, not to the seller directly.

Then the Selling Broker, as the "auctioneer", is "supposed to" give the "disclosure documents" with "representations of the seller" on them to potential buyers during their showings for review. This gives potential buyers information to "rely on" as part of their "bid consideration", "offer" and "contract acceptance" process. .

1. If a Real Estate Broker properly handles his dialogue with a potential seller, the representations of condition and other material facts of the seller are made and given to the Broker BEFORE an agreement between them to sell his home is formed. The potential Selling Broker is supposed to know what they are asked to sell before suggesting and agreeing on a sales price, and that should happen BEFORE a seller agrees to use them for services.

2. In practice, Brokers just try to get sellers to sign Brokerage Agreements to sell the home first. Often times they inflate sales price suggestions if that is what the seller wants to hear. Other times brokers only want to take a listing if the seller is willing to sell it at a low price (as known to them), because they know it will go quick with little headache. Either way, after getting someone to sign an agreement, then they will get representations that might actually lower the value they may have suggested. Sometimes they address that with the seller. Other times they ignore that. Other times, they work with the seller to modify their disclosures to omit material facts in a manner that is fraudulent. .

   NOTE: the term "Listing Broker" and "Selling Broker" is synonymous. The term "listing" comes from a reference to listing homes in the "Multiple List Service" (MLS) -- which was a paper version of Craigslist before the digital age. That's a time when brokers had to work a lot harder to find homes for people and sell homes for people. You could also think of the term "Listing Broker" because they list the homes in other advertising networks now too, in addition to MLS , which still exists and is the primary repository for most home advertising.

## The Cormen Chronicles Complaint - Allegations of Seller Fraud (and others) to induce contract

In this particular situation that gave rise to a complaint for fraud, the seller moved out of state and turned his home over to his future real estate "agent" for property management, oversight of $40,000 in repair work -- and the organization of pre-sale home inspections, all in violation of Keller Williams own rules for agent engagement.

NOTE the word "Agent" is in quotes above, because nobody should really be using that term at all even though everybody does. The confusion with that term is massive, and it's revealed a page or so below. .

During that process the Agent became aware of dozens of property defects that the seller also knew about, and together they both failed to disclose many facts known to them.

The Seller then entered a brokerage agreement with his “agent”, on behalf of his agent’s brokers and brokerage, without having made his written representations, contrary to “best practices” protocol.

Then the Seller’s Agent listed the home, still without written representations.

Then the Seller’s Agent, a third party Broker acting as a transaction coordinator (which seems to be highly illegal but happening in California), and the seller worked to fill out the Sellers disclosure documents with representations of the seller that were false. In addition , for conditions like Mold and Property Flooding, the Agent and Broker allowed the seller to leave those blank in violation of law and case precedent. With professional help like that, what could possibly go wrong?

This is a recipe for disaster in most states, but in California, due to decades of legal lobby corruption, and oversight capture, this has become such an “accepted practice”, when caught in acts of deceit, they had no concern for any legal blowback at all. They verbally waved it off by simply stating this was, in fact, how business in California was done.

From that point forward they just openly acted in bad faith, as if there were no rules or laws in California that applied to them.

As it turned, out, all the laws that should have applied actually exist, but the plaintiffs and their witness were unable to identify a single attorney or a single judge left who can interpret the laws properly in context, resulting in the discovery there was absolutely nobody left at home to enforce them.

For real estate disputes, the Superior Court Judges engaged with in Monterey County are beyond useless now, and the Appellate Court Judges seem to be a very viable concern. The Attorneys are all running wild. NONE of this is ever a good sight to see.

## Brokers, Brokerages, and “Agents” (aka Sales People)…

Brokers are people who are licensed to “do deals”

Brokerages are companies where there is at least one responsible Broker affiliated to ensure deals are done legally (in theory)

A Broker can have his license affiliated with more than one company at any given time.

“Agents” are properly and legally called “licensed salespersons” in statutes. There is not occupation called “agent” defined in any state statutes. The term agent is very confusing and misleading and it was likely chosen by the industry for that reason. .More on this below. A Licensed Salesperson can only be affiliated with a single Broker or their brokerage at any point in time. Saying that another way, a licensed sales person may not work as a sales person, more than one company at any given point in time.

## Prior to 2024, all Real Estate Brokers were “Auctioneers” and "Transaction Brokers”, not “agents”

In 2024 a massive class action lawsuit changed the way real estate brokers and brokerages are operating.

Prior to 2024 Buyers had no contracts with payment requirements to Brokers, as is required to form a binding contract. They were to be “cared for” as if there was a contract, when there wasn’t and without that they had no rights they really needed to protect themselves properly as a group.

As of 2024, contracts are supposedly required between buyers and those representing them, and in most cases they need to work out payment options too. That represents a massive shift in commerce although few realize what is actually being covered up quickly now.

Arguably, if you can think conspiratorially, the industry itself may have “created that class action situation” and to stimulate change that would hide a far larger, far more fraudulent, and far more problematic anti-trust situation that had been transpiring for 100 years that we actually expose in detail with this publishing.

If you don’t believe they created that situation, or finally allowed it to correct itself, you should ask yourself why that exact lawsuit was not filed 10, 20, 30 or more years ago. The system has been the same since then with absolutely no changes, other than the fact that the fraud had become so rampant, it was the only way the industry itself could try to save face before it was all exposed.

Prior to the 2024 class action verdict, real estate brokers were actually "transaction brokers” and they worked exclusively for the seller of real estate. Even the “buyers brokers” , because their pay was actually coming from the selling broker and the seller.

If you think of a Real Estate Broker who got asked to sell a home for a seller prior to 2024, more as an “Auction House”, and the home as the item to be auctioned, with “representations of the seller” that describe material facts and defects that anyone walking through would need to know to make a proper offer, you are on the right track.

Then if you think of the “buyers broker” and industry licensed salespeople who were errantly called “buyers agents” as people actually employed by the auction house to show people what was for auction, with no really die hard commercial commitment (via contract) to the buyers they were showing the home to, you actually have a better feeling for what was transpiring than you may have thought.

They always spoke about “Sellers Brokers” and “Buyers Brokers, when there really was no such thing. The documents said that, and they suggested they worked for each party but in fact both were only working for the seller.

### SACS ( Salesperson to Agent Confusion Syndrome)

Everyone in the industry created massive confusion by calling “salespeople” by the term “agents”.

> “I found a seller’s agent who is going to list my property”

"I found a buyer's agent who is going to show me homes".

The idea of "agents" who represent actors and sports stars comes to mind.

The idea of "attorneys" representing opposing parties comes to mind.

That's how people spoke, but was it proper and did it provide an accurate impression of roles?

No

In fact, there is no such occupational role as a "real estate agent" in any state statutes. The only roles defined are "Brokers" and "Salespeople" who are trained and licensed by the State, not their broker.

If everyone in the industry had been speaking like below, would your perception of the commercial situation have been different ?

"I found a real estate sales person who works for Keller Williams who is going to list my property"

"I found a real estate sales person who works for Coldwell Banker who is going to show me properties"

In this case, both of these "salespeople" were in fact ultimately beholden to the "uni-party" brokerage system first and foremost and then they were beholden to the "seller" and the "seller's broker" via financial contract second

This did become relevant if you ever tried to sue them. Class Action Lawsuits were filed by buyers against the brokerage industry for fraud, anti-trust and racketeering, and they were always dismissed because "The buyers didn't have standing to sue, because they didn't have a contract with any party for services". No Joke. It's a huge secret that his allowed gazillions of dollars of buyer abuse to transpire over 100 years and all the Attorneys who deal in real estate know about it. But they do nothing to change it? Why is that?

The Judges and Attorneys have known about this problem for decades. Yet, you've never seen it in the news at all ? And nobody ever tried to change it?

If you had seen this CEO of EXP Real Estate, Leo Pareja, make this mistake on video decades ago, instead of just last year, you might have figured this out faster...

To the right is a man by the name of Leo Pareja. He's the CEO of EXP Real Estate. He just made a blunder on a recorded video that will not be forgotten for a very long time.

If Brokers Treated their Buyers as they did their Sellers, as most would have presumed was always the case...

then the CEO of EXP Realty -- the "Largest Real Estate Brokerage on the Planet" --- would not have felt the need to wear a shirt that says "Treat your Buyers like you treat your Sellers".


This is why thinking of the entire industry of brokerage as being but one large “auction house” and/or transaction brokers with people licensed to host auctions and “salespeople” who worked for the auction house was in fact the right way to think.

But how did you get confused?

> You got confused because they used the term “agent” out of context from their actual licensing.
>
> You got confused because they called themselves “seller’s agents” and “buyer’s agents” to give you a false sense of security and agency representation, when in fact, under the hood it was NOT nearly that at all for many people offering services.

This is an “exceptional” example of how words can be used to create “perceptions” that get you to believe things that are not true.

Understanding this example will help a great deal with the Cormen Chronicles, because you will see this type of “word soup” a lot MORE in the current legal industry, unfortunately.

What has just been exposed is one of the longest running consumer frauds and ant-trust schemes in the country. It actually ranks right up there with the Federal Reserve being a public entity. The fact that the American Cancer Society, other medical associations,, “non profits”, and the brokerage industry itself were all created around the same time as the Federal Reserve, all with varying levels of public deception to protect the commercial cartels that ran them, should be studied more collectively, if you want to understand more.

## A2) Appendix - Legal Vocabulary - Misrepresentation, Concealment, Deceit, Fraud, Torts, Contract Claims & more…

Most laymen who need to read this book need an introduction to relevant legal vocabulary first. You were just introduced to some of it from the real estate side in the prior chapter. This will take that and build on it with more of a legal twist.

Ironically, as it turned out , it seems many people involved in the legal lobby may need this as well. It was impossible to tell when people were truly ignorant and when they were feigning ignorance for futility purposes.

The chances of this Legal Vocabulary section being “perfect for you” are negligible. The diversity in people and levels of actual or perceived knowledge about this vocabulary is simply too broad. Some will say it’s not detailed enough. Others would prefer a list.

This information below is based on a layman’s attempt to understand the California Constitution and legal vocabulary and then share it in a conversational way that exposes the confusion that has to be navigated to try to have a conversation with Attorneys, Judges and others, who often know proper definitions but feign ignorance for confusion’s sake. If you need a supplement for this information, it would be best to have a second digital device open to check or cross check information.

Take the definitions below with a grain of salt. Don’t try to memorize them nor the statute reference details. They are written down for reference purposes.

Think of this section below as our way to attempt to build vocabulary for communication in a way that will get better with time and word familiarity.

There’s no legal advice or even legal opinions of relevance being offered here. Just some conversation about words that need to be heard, to gain a better understanding of what has transpired.

### 1) Misrepresentation and Concealment of Fact as part of Deceit Statutes (Fraud is slang!)

The plaintiffs had sued the defendant for Misrepresentation and Concealment of Fact.

> “Misrepresentation” refers to 1) the false suggestion of fact 2) a fully false statement of fact 3) a partial statement of fact that does not fully reveal the truth
>
> “Concealment” refers to "concealment of fact”, which is the same as an “omission” of fact.
>
> > The way the legal lobby uses the word concealment can be a little confusing to those with a construction background. In construction, concealment refers to the physical concealment of something. The ideas are in fact the same. Thinking of concealment as simply an omission of fact with no physical act is different but accurate.
>
> Misrepresentation and Concealment in California is codified in the California Constitution under “Deceit and Deception” . In conversation that is often truncated to Deceit.

Deceit is found in the “Civil Code” referred to in an abbreviated manner as “CIV”.

Deceit is found in CIV 1709 and 1710 for all acts no matter if a contract is involved or not (with or without privity of contract), and it is specified further in CIV 1572 and 1573 when directly related to inducing a contract.

*If you were to look up CIV 1709 it states, “ One who willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers.” (Enacted 1872.) -- for example…*

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1709.&lawCode=CIV

These statutes are “readable”. Looking them up and reading them helps understand more about the idea that an “organized society” and/or a “civil society” is much like a “game”, and the statutes outline the “rule’s” of the game.

If you look them up, only do so at the state’s website. For california that is the “leginfo” website as noted in the link above. It seems other websites change wording, a very large problem if you were to rely on them.

In California, Deceit and the word “fraud” are often used interchangeably with each other and with misrepresentation and concealment. That can feel frustrating if you don’t realize they are all just being blurred together, when in fact some words are better to use than others in certain situations.

Oddly, the word fraud is not mentioned at all in the statutes for deceit even though it is used synonymously in practice.

Oddly, the word fraud as opposed to deceit is found in the civil code for punitive damages (CIV 3294), and oddly, it is without clear definition of what constitutes “fraud” there, which is why we need to get this vocabulary understood better. If you didn’t know that reference to fraud had to be tied back to the actual statutes for deceit, you’d be lost.

### 2) Compensatory and Punitive Damages

In the prior paragraph we mentioned “punitive damages”. We need to expand on damages a little to get that out of the way.

Two of the primary damage categories for Civil Complaints are Compensatory Damages and Punitive Damages.

Compensatory Damages are damages to “compensate” a person for their harm. They simply cover the actual, quantifiable value for the harm with no additional money for time, inconvenience or intentionally bad behavior.

Punitive damages are financial awards beyond compensatory damages meant to “punish” and/or deter future behavior. Punitive damages, when granted by a judge or jury during an adjudication process are often a multiple of the compensatory damages.

If you've ever heard the term "treble damages" that refers to three times compensatory damages for punishment for the behavior. It would be issued as a deterrent to the defendant and any others who might learn about their behavior in the future.

A multiplier of one, two or three times compensatory damages for punitive damages seems common. It seems there is an example of a 5x multiplier for fraud in a real estate transaction in California, and there may be examples of a 10x multiplier if an insurance company is caught in fraud.

There is no standard for punitive damage multipliers in California. It's left up to a Judge or Jury.

Punitive damages are only applied when it can be shown beyond doubt the acts that caused harm were intentional. That is seemingly done via a litmus that says the person doing the harm "did or should have known" their actions would cause harm. Case precedent suggests sometimes they are also applied for more negligent acts that are related to health and safety as well.

The bar for showing "did" or "should have known" is likely a bit higher than most laymen might initially imagine.

"Did" means you can show via document, recording or photo with no doubt, but this may always be subject to scrutiny.

"Should have known" may apply for example if the person was trained to do a certain act, it was an act they did repeatedly, and the failure to do it can not be explained away as an accident for some reason. As with "did", this may always be subject to scrutiny too.

### 3) Negligent and Fraudulent Misrepresentation vs Negligence - Wordplay for practice…

In everyday use, the prose below seems to show how the words Misrepresentation, Concealment, Negligent Misrepresentation and Fraudulent Misrepresenation are used…

Misrepresentation is often used generically to refer to "misrepresentation and concealment". "He misrepresented facts" could be literal or it could include the idea he omitted facts. Clarify if/when needed.

Misrepresentation is further broken down into "Negligent Misrepresentation" and "Fraudulent Misrepresentation".

Oddly they don't seem to commonly break down Concealment into "Negligent Concealment" and "Fraudulent Concealment" when in fact, that would be applicable as well.

What many people would call "fraudulent misrepresentation" often only qualifies for "negligent misrepresentation" because your idea of "did or should have known" does not align with people who claim they know more about the legal system.

This can be very frustrating and confusing because acts we all may “know” are fraudulent often get categorized as “negligent” in the courts due to what they call a “high bar for fraud”. That is a bar the rest of us might say is “encouragement for others to do more fraud” to our communal detriment.

As stated prior, the bar for fraudulent misrepresentation seems to be “he did or should have known”. If you can prove he “did know” and failed to represent, with facts like documents , recording and/or photos, it’s likely fraudulent misrepresentation. If you can only do that via words spoken it may not. If you can prove he “should have known” maybe by job title or training, it seems it may qualify for fraudulent misrepresentation or not depending on the opinion of an adjudicator.

And then there is “negligence” . And this is where things get a little frustrating with their vocabulary for sure…

Negligence is just accidental. It’s something everyone would say “it just happened”.

When they say something is “negligent” or “fraudulent", instantly you may think Negligence and Negligent Misrepresentation go together and Fraudulent misrepresentation is fraud.

WRONG.

Negligence is negligence.

Negligent Misrepresentation and Fraudulent Misrepresentation are Fraud (in California)

So, If you think of these as “Negligence”, “Fraud Light” and “Fraud” it is easier to categorize them.

The vocabulary can be frustrating until you just accept it for what it is and move on.

### 4) Contract Disputes vs Torts

There are two broad categories for labeling civil disputes for purposes of this book.

Disputes are either “contract disputes” or “Torts”. Torts is a weird word that brings thoughts of cake or pies to Europeans. If you think of a “tort” as being a “torturious” act inflicted on or endured by another, that may be a good way to remember it.

A contract dispute is related to a breach of a promise, condition or some other object in a contract between two or more people. Contracts can be verbal or written.

A tort is an act that results in damages that arises separate from a specific breach of contract act.

IMPORTANT NOTE and RELEVANT to FEE SHIFTING:

There is nuance here that needs to be mentioned. A breach of contract may have transpired, but the damages themselves may be categorized as arising from a tort -- and this is where the contract fee shifting clauses have been grossly blurred and confused. Example - A Property management company states they will take “due care” to keep the property safe. Their property manager gets drunk and goes into a home and assaults a tenant. They might be sued for breach of contract for failure to

take due care to hire a non-drinker, but with no quantifiable damages, and they may be sued for vicarious responsibility for the assault which is a tort, and that's where the financial damages are. In a proper system, most likely, the tort should not be subject to the fee shifting clause in the contract, but in California that is what has been getting manipulated and confused for the past 35 years or more.

Misrepresentation to induce a contract is a Tort because it happens BEFORE a contract is formed. It can not be a contract dispute because no contract existed at the time the misrepresentation was made AND representations are not an agreement between two parties to act. It is a statement by one party accepted by another in good faith.

While this is stated as fact, this also became the source of confusion with this situation in ways it probably should not have based legal logic.

Negligent and Fraudulent Misrepresentations of fact are acts of deceit that are referred to as Torts. (torturous acts). When done prior to entering a contract, or a real estate contract as was the case here, they assist with obtaining offers for more than a home would be worth , as compared to if the representations were accurate. These could also be referred to as "fraud to induce the contract".

### 5) Misrepresentation is a Tort - Torts are covered by the "American Rule" - what could go wrong?

Suing the Home Seller ( the Defendant) with claims for Misrepresentation as a Tort was the proper way to sue the seller because the misrepresentations were made on documents given to his broker a week before the plaintiffs ever saw the home and eleven days before the plaintiffs formed a contract with the seller.

Torts in California fall under the "American Rule" for attorney fees, which states each side pays their own fees. That can be found under "Code of Civil Procedure 1021. (aka CCP 1021). Or they are supposed to anyway, and that's where the problems here will explode shortly.

CCP 1021 states parties pay their own fees unless otherwise agreed to in a contract, but should that apply to acts the seller did unilaterally, with his broker, before any potential buyers were known? Most would say no, but California is working hard to say yes, in ways that have given rise to this publishing.

The Plaintiffs were aware there was a clause in the Contract for an award of attorney fees to a prevailing party for disputes "arising from the contract".

Given Disclosure Documents with representations of the seller are completed before an offer is made and given to the Broker for safe keeping and presentation, and given disclosure documents are what gives rise to a contract, and a contract does not give rise to disclosure documents, Plaintiffs had no reason to feel concerned with that Attorney Fee Shifting clause in the Contract when they sought to sue for Misrepresentation to induce the contract.

Furthermore, given the disclosure documents themselves state they are NOT part of a Contract, how on earth could fraud committed in those be deemed an act "arising from the contract"?

Given Plaintiffs could show beyond all doubt via documents they had obtained during the transaction, before the close of escrow, that misrepresentation had transpired related to many of the conditions of

concern, before they ever filed their legal complaint, and given those acts of misrepresentation destroyed the "mutual consent" that was required to qualify the contract as properly formed to start with, they felt confident the misrepresentations would be treated properly as Torts subject to the American Rule, and not subject to a contract based Fee Shifting Clause that they agreed to with no knowledge of the Seller's Deceit eleven days prior.

Cat Urine Example

The plaintiffs found concealed cat urine in the home after they moved in. The cat urine damage was not represented to be in the home. It was behind trim and below hard wood floors. Presumably, the seller or someone else had used gallons and gallons of enzyme cleaner to knock down the smell.

After discovering the cat urine, they spoke to neighbors who confirmed the seller had cats and that the cats had urine issues in the areas found, and that the property owner prior to the seller had no cats and no pet urine problems in those areas.

This is a straightforward example of concealment of facts, that was discovered after close of escrow, with monetary damages.

The plaintiffs did NOT contract to purchase the cat urine damaged items as they were not represented by the Seller to be in the home and the plaintiffs could not sense they were there when viewing the home nor inspecting the home.

A tort claim for misrepresentation for damages from cat urine should not have been subject to the attorney fee sifting clause because either the seller could show where he disclosed the cat urine properly or not. Defending himself was a simple act that required less than one minute to do.

If the seller could not identify proper representation of cats in the property and/or the fact he had to do significant cleansing to clean up cat urine in those areas, he was liable for the misrepresentation.

The process for identifying agreed upon and disputed facts for "misrepresentation" should take under a minute or two. Either the seller identified the facts or not.

Even if the seller had to do that 30 times, for the 30 different acts attributed to him, it was only 30 minutes of work.

So how again did they get to $145,000 in legal fees?

Finally, even if the complaint was confused or categorized as a contract dispute, even though there were no "causes of action" (defined later) for breach of contract, and even if the fee shifting clause was deemed valid, the plaintiffs had identified CIV 1717 as the controlling statute for legal fee shifting for contract clauses.

It stated explicitly that if a complaint was brought to enforce the contract and the complaint was dismissed voluntarily by the plaintiffs prior to any type of adjudication, there would be no prevailing party for legal fee shifting purposes.

NOTE: Does the phrase "enforce the contract" have the same general meaning as "arises from the contract"? How important are these words and are the definitions they have been given by people in the legal lobby the same as what a layman might assume?

This became another huge problem with case precedents that had been "created", with or without mal intent, to confuse matters.

For all these reasons the plaintiffs had identified and thought through before filing the complaint, the plaintiffs filed the complaint feeling comfortable no attorney fee shifting would apply if they filed and had to dismiss.

And think of that another way. Can you imagine, you felt damaged by fraud. You asked the seller to address it without a complaint and he ignored you. You filed a complaint. He does nothing he's supposed to for months. You eventually figure out he may not have the work or money to pay for a judgement and you need to dismiss, and his attorney fees become yours?

That's just bat sh-t crazy stuff, right?

The plaintiffs sought support for the complaints. When no attorneys would take their case , with no clear explanation why, they were left to try to "figure it out for themselves". The losses were simply too large to simply say "Oh well. We got gypped. That sucks".

The plaintiffs could speculate on many reasons they could get no attorneys to take their case when they first sought support. The brokers were using a contract that had clauses that were clearly fraudulent and inappropriate. Initially it was thought they just didn't want to be asked about those.

When the lawsuit started, the Plaintiffs asked the Defense Attorney for details about his position on the attorney fee shifting clause and he simply stated it applied, but with no case precedents or legal justification. The plaintiffs expressed interest in some type of initial hearing to figure that out, but that got brushed off and they kept moving.

During the lawsuit many other reasons attorneys might feel they could not represent the plaintiffs were identified, including unbelievable inconsistencies with Judges, lack of competency of Judges in contract and real estate matters, problems with document filing and other issues. However, the largest of those did NOT become clear until the motion hearing detailed in this book. When it came out, the Plaintiffs and their witness all almost fell out of their chairs.

Summary

The revelations that came from this motion hearing dwarf many others in many ways. The level to which attorneys, judges and the legislature have manipulated statutes and interpretation since 1985 to "attempt to"

draw torts for inducing the contract into an attorney fee shifting situation in a way that contradicts the American Rule, which is what is “advertised” for Torts Statewide, is absolutely atrocious.

Acts of Misrepresentation and Concealment are Torts. Torts are covered by the American Rule.

Representations give rise to contracts not the reverse.  What could possibly go wrong?

Given these facts it’s clear to see how or why the plaintiffs were shocked by the request for attorney fees, the information Cormen had conveyed in his Motion documents and that which was omitted after that discovery was made in the motion hearing.

## A3) Legal Process ( As near as it could be figured out…)

The Monterey County Courts offer no self help for any medium to large civil actions. ZERO. ZIP. NADA. No support with what forms are available for use. No simple flow charts showing a complaint process. No assistance with filling out any forms at all. NOTHING. These services are provided for small claims, family law and maybe a few other genres, but for all other civil matters, there is ZERO support, EVEN THOUGH two of three judges were caught referring people self representing to self help for support that they clearly did or should have known was non-existent (more on that in the Special Investigator's Report on the Court).

The Monterey County Court website offers an online page for self help. When the link is clicked on, it returns error 404 page not found.

Eventually plaintiffs found out that the Sacramento Public Law Library has a reasonable resource, but it was months before they discovered that. They were forced to use pre-paid legal for some minor form support and internet forums for information in ways that was extremely time consuming and often too situation specific for basics.

Below is how plaintiffs compartmentalized information as their complaints progressed.

### 1) Complaints, Declarations, Filing, Service, Answers, Demurrers and Motions to Strike

Complaints and Declarations/Exhibits

Think of a civil complaint process like a game, like a battleship, and the complaint should contain the least number of statements that can be written down and admitted to by the defendant to prove a point. If the other side can not refute those, you win.

Complaints are documents that are seemingly supposed to only contain the minimum "statement of facts" that can lead to a win.

THREE components make up the body of a complaint, and then there are "Declarations"...

Complaints seemingly need to have 1) a clear statement of facts defined 2) causes of action clearly labeled that identify specific violations of law or statute that give rise to damages and 3) a request at the end often referred to as a "Prayer for Judgement" or a "Preyer for Relief" for what the plaintiffs want if the defendant is found guilty.

Yet, when put in that form, it's nearly impossible to understand any "story" related to most complaints, and that's because a complaint is not meant to convey story. It's meant as a scorecard.

Yet, if you read complaint examples online many will not read like this. They have dialogue and story in them in addition to a section that may or may not have a bulleted "statement of facts".

When done properly it seems the complaint should always be the game card only, and any other dialogue should really be in a separate document called a "declaration" or something else .

With the digital age, it seems photos and some exhibits are now included in complaint bodies, and that seems important and powerful, if you can ever figure out what a proper complaint format is.

Exhibits can be attached in the appendix of a complaint or they can be filed as separate documents that are categorized as “Declarations” , just like the other commentary.

All this said, a very specific definition for “Declarations” is that they are supposed to be a bulleted set of facts, not just paragraphs of details or exhibits. It’s unclear how this all got so blurred together and so difficult to understand basic formatting and document requirements.

Many attorneys do NOT advocate filing anything other than a complaint to start a case. They discourage including declarations and exhibits with a complaint filing. It’s hard to tell their sincerity in forums. If one has an open and shut case against another, why not file it all? Unfortunately, an attorney may not suggest it because there would be less money in the dispute for them that way, but there may be other reasons too.

### Non Verified vs Verified Complaints

A non verified complaint is one submitted by an Attorney but one without a document signed by the plaintiffs stating they swear under penalty of perjury to all facts stated. This can be a weird concept although it may have a lot of merit if you look at the breadth of complaints filed and the reason for filing. A non-verified complaint might have all kinds of stuff in the body of it other than facts to dispute. It must have 1) a statement of facts 2) causes of action and 3) a prayer, with proper format and content, or it can be demurred (rejected by the opposing side for being in bad form or insufficient) but it’s likely a way to start a complaint for lower cost. A non-verifed complaint can be “generally denied” to get into discovery (more on this later)

A verified complaint must or should be more like the “scorecard” for the game of “challenge” as described prior, because the other side is going to have to address each paragraph with an admit or deny position. It should only have facts that the opposing party can admit or deny to. If you ask them to admit or deny something they would not be able to answer without a document in your possession, that would need to be submitted as an exhibit for them to review. A verified complaint must include a written statement by plaintiffs, under penalty of perjury, to be accurate. A verified complaint MUST BE responded to with a verified answer, which is a paragraph by paragraph response with “admit” or “deny” to establish baseline facts.

### A trial is only about facts in dispute

Only facts in dispute on the complaint scorecard are what goes to trial, if any are left after a verified answer or admit questions presented in discovery (defined later)

### Strategies

There are strategies for complaint filing that one would need to study more to understand pros and cons. One the plaintiffs did not understand at all was that in discovery (defined later) you can ask the opposing party to admit and deny to all statements in a non-verified complaint after the initial complaint answer, just as you would get from a “verified complaint” answer. For that reason and many more, most attorneys probably do not file “verified complaints”, especially when they know information needs to be exchanged for proper answers.

Complaint Filing, Summons, (Casemangement Assignment), and Service

Once a complaint is prepared to a plaintiff's satisfaction, It's "filed" with the clerk of court. That might be done digitally or in person . Additional forms like a cover sheet or other forms may be required. The "clerk of court" is the office that receives the complaints. They do a cursory review of the document to make sure all parts are there and it's signed, etc.

Two or three copies are often submitted to get stamped. One for the court to keep, one for your records and one to be "served" on the defendant(s) or you make copies of your stamped copy.

The clerk also provides a "summons" , which is a piece of paper or a few that tells the defendants they are being sued, references the case number and provides other information.

> < Think of the court as a dispute facilitator. You file a complaint, they allocate time and space for the dispute and then you notify the person you complained about about the reservations you made for the dispute, and their requirement to appear >

If you are filing a medium or large civil complaint (based on dollar amount) in Monterey County it seems you will be assigned an initial case management conference. If you are filing for small claims in Monterey County, you will only be assigned a court date. Documents related to the Case Management Conference are provided by the Clerk with the Summons otherwise everything may be on the summons.

Once you have all that back from the clerk, which may transpire as you wait at a clerks window in 5 to 10 minutes, you need to get that complaint and the other documents physically served on the defendant.

> You can use the sheriff for that , pay private parties to do it, or have someone other than yourself do it (but make sure they follow instructions).
>
> Once your complaint is served on the defendant, the person who served them has to fill out a document, and return it to you.
>
> YOU then MUST file that proof of service with the court, so they know that step was/is complete..

Defendant Responds to the Complaint (Answer, Demurrer, Motion to Strike)

Once the defendant gets served the complaint they may have 30-45 days to answer or take other action depending on several factors.

> If the complaint is verified, they would need to answer very specifically to facts provided in the complaint. If it is not, they can "generally deny" all allegations by providing general reasons why they are not liable for damages. They also need to provide a "prayer for judgement". There is a proper form for any type of answer.
>
> Instead of answering the complaint a defendant can "demurrer" it. This is like asking the judge to void it for form or lack of content or lack of enough information to qualify as a complaint. The origin of the word "demurrer" is unknown.

Instead of answering the complaint a defendant can “file a motion to strike” something in the complaint. The plaintiffs in this case ran into an attorney who moved to strike the request for punitive damages in the prayer of a verified complaint numerous times because he stated the facts or allegations were not sufficient to support a request for punitive damages. .In such a case they are not rejecting the entire complaint just lines or paragraphs.

If the defendant wants to demurrer the complaint or file a motion to strike, they must first “meet and confer” with the plaintiff, express their concerns and legal basis for them, and attempt to get the plaintiff to modify the complaint or withdraw it to correct the problems. If the plaintiffs refuses to change their position and can not convince the defendant they are incorrect, the defendant can move forward with a request to the court for a hearing to discuss their position.

Plaintiff receives Answer to complaint and can Accept, Demurrer or Move to Strike (big deals missed here!)
The response to the complaint, be it an answer, demurrer or motion to strike is delivered to the plaintiffs with a service notice attached (more on that later).

If it is a demurrer or motion to strike, that should have already been discussed, and the plaintiffs will respond to the motion as appropriate

If an answer is returned,  can be “accepted as is”, or the plaintiff has the ability to demurrer it or file a motion to strike some portion(s) of it. .

*The demurrer and motion to strike options are options that the plaintiffs in this complaint did not realize they had during litigation, and they become extremely important in many ways as part of this entire commotion and the decoder information later.*

Had the plaintiffs  understood their options here, this entire situation may have played out dramatically differently as they would have taken action on at least there of the complaint responses, with one of those being with the seller.  It seems apparent the Defense Attorneys were relying on their lack of understanding for various forms of manipulation.

### 3) Pleadings - (the Complaint and Answer are the Pleadings)

The complaint and answer are referred to as the Pleadings of each of the parties. They are “pleading” for the judge to find in their favor, with a request for what they’d like to have happen.

While this may seem easy and obvious now, without the explanation above that had to be figured out by trial and error nothing was obvious when plaintiffs started this process without the support of attorneys.

### 4) Discovery

Discovery is a formal  process of asking each other for information.

In California, a plaintiff can issue discovery requests a few weeks after they serve the defendant and the defendant can issue discovery requests back as soon as they are served. This does NOT typically happen, but

it is available. This was such a well hidden secret (documented clearly in the statutes) that a judge of 15 years admitted in court she didn't realize that could transpire. (See Special Investigators Report on the Court)

Discovery seems to only typically start when Attorneys are involved after the plaintiff and defendant agree on the complaint and the answer, with no demurres and no motions to strike outstanding.

The plaintiffs in this situation were able to gather a lot of material emails and facts they needed to make their case stronger by starting discovery before the pleadings were agreed to. That seemed to catch all the Defense attorneys off guard. Without finding out about this option adn executing it, major evidence would not have been obtained in two complaints.

There are four modes of inquiry:

1. Form Interrogatories -Forms with standard questions (note: these should be eliminated in digital age)
2. Special Interrogatories - Custom questions including answers to complaint paragraphs and a lot of other things.
3. Request for Documents
4. Request for Admits

When the complaint started, the plaintiffs did NOT know about the request for Admits at all. That was one reason they tried to start with Verified Complaints, because they could not figure out how they'd get position answers after that. This is the level to which they were blind trying to do this, given no Attorney support and no readily available self help and no ability to find general / overall references to "process" as is being provided here.

Read up more on each discovery method online and/or in statutes. Each has requirements for form and content.

Discovery seems to remain open until 30 days or so before trial or until such time as there is an agreement all discovery is complete.

### 5) Case Management Conferences

In Monterey County, for large civil claims, the clerk assigns an initial "case management conference" when the complaint is filed.

A Case Management Conference is where the attorneys may meet for the first time face to face, and discuss issues or progress with service of the complaint, complaint answers, discovery progress and concerns, and other matters of process related to the complaint.

A Case Management Conference statement must be filed by each party 2 weeks prior to such a hearing (in Monterey County). If you look at a Case Management Conference Statement template you can get a feel for what can be discussed.

The two attorneys and/or parties are supposed to meet and confer prior to completing and filing these documents so they can discuss their positions.

The two attorneys and/or parties are supposed to discuss additional agreed upon and disputed facts that need clarity prior to the first Case Management conference.

The Seller's Attorney (Cormen) skipped the meet and confer for the First Case management conference and his client had not clarified agreed upon and disputed facts for 50 acts of misrepresentation with his answer all of which and more should have been discussed and resolved by the first CMC. These acts alone may become troublesome for the Attorney as time passes.

At the first Case Management Conference the judge could assign a date and time for another CMC in a few months, if they want to stay involved and make sure the case stays on track.

Alternatively, the Judge might just assign future dates for things like mandatory pre-trial settlement conferences or court dates. If no additional CMCs are scheduled, the Judge expects parties to make a request to the court if problems arise or they expect parties to file motions to get in front of a judge.

Case Management Conferences in Monterey County happen in open court, not a closed room. It may only take 5 - 10 minutes and there may be many others scheduled at the same time slot. NOTE: the court rooms are NOT recorded as of 2022. See Special Investigators Report on the court for more concerns related to that.

Only one in three judges stayed engaged with discovery and she prevented those from getting out of hand. The other two judges, knowing there were already problems with answer and discovery, simply assigned future court date 8 and 14 months out. In retrospect, given the nature of the complaints and concerns, that was probably extremely inappropriate behavior by those two judges.

### 6) Motions to Compel Discovery, with Sanctions

During Discovery, if the opposing party is not performing, a meet and confer letter or email should be initiated stating deficiencies or concerns. If the other party does not comply, a motion can be filed to Compel Discovery, and they can request monterey sanctions for failure to comply.

With Plaintiffs in Pro Se against a Defense Attorney as opposed to someone self representing, this is the area where the plaintiffs will be shooed away when they can't or won't answer discovery requests. .

> The Defense Attorney will ask for things that are improper, inappropriate, irrelevant or overly burdensome. No matter how a plaintiff replies, they will likely be able to declare they are not complying. The threats will then come in to compel discovery with threats of legal fees in the $3000 to 10,000 price range. Most plaintiffs in Pro Se will need to drop out.

In the reverse, if Pro Se Plaintiffs can figure out how to issue discovery, if the Defense Attorney and his client won't or don't answer properly, while the option for meet and confer and motion to compel exists, there is no availability of sanctions for the Pro Se plaintiffs. The defense attorneys simply will not perform, because there is no financial risk to them.

This uneven playing field is where plaintiffs in Pro Se will be pushed out WHEN the defense attorney wants to push them out.

Some defense attorneys will do this immediately, while others may wait a while for bill churning benefits to themselves.

### 5) Motions for Summary Judgement (For the win or for Dismissal -- full and partial )

Within 60 days or so (check statutes) of serving a complaint a motion for summary judgment can be filed. There is a format for this, but in general it seems the plaintiffs need a comparable list of facts that are irrefutable that lead to a win. They may or may not match identically the statement of facts in the pleadings but the concept should be the same and they have to lead to one or all of the causes of action listed in the pleadings.

Filing one of these in Monterey County costs $500 and it seems like there is a minimum 90 day window from filing time until the hearing which seems oddly long given other time constraints. The length of time for that is unclear.

It seems these can be filed for all causes of action in a complaint or just for some of them. It seems they can be filed just for guilt or innocence, separate from damages.

Had plaintiffs understood the litigation process, they likely would have filed partial summary judgements on most of the defendants for partial adjudication as soon as they were able.

Conversely, a defendant can file a motion for summary dismissal at any time. Seemingly, they would file a demurrer if the complaint had no merit, so logically this would only happen for them after some time in discovery.

Plaintiffs never got to motions for summary judgement or dismissal so they can’t speak in any more detail on these matters.

### 6) Pre Trial Settlement Conference Hearings

Plaintiffs made it to one pre-trial settlement conference against one of the contractors that was related to the seller, who had been sued separately.

The Defendant's attorney had illogically refused to answer discovery with false facts to justify lack of answer. Plaintiff then refused to provide their responses in return.

No motions to compel were filed by either party.

Plaintiffs should have filed motions to compel, but they were engaged in 5 other complaints and decided to wait until the Pre-trial Settlement Conference to address. They were under the impression they would go there,

discuss progress and if a Settlement hearing was needed it would be scheduled. That was not correct. That was a settlement hearing and it was executed when no discovery had transpired.

The Judge was not familiar with the complaint. The judge was not familiar with the cause of action. The judge was not familiar with home defect concepts or house components. The judge indicated he was there to help each side understand the facts and position of the other, yet he had no facts understood.

The judge spoke to each party one at a time in the court room and then had them exit and the others enter. That went aback and forth for 3 rounds.

The judge got turned around by the Defense Attorney, and he thought the plaintiffs could issue release of liability for cross complaints when no such option existed.

The hearing ending in a bizarre way detailed elsewhere.

Ten days later the plaintiffs got notice that the response they had filed for the hearing, that corrected the defense attorney's errant facts and provide the judge with the facts he needed for the hearing had just been accepted by the court.

The judge didn't have the documents needed to handle the hearing. They were stuck in the processing queue. See Special Investigators Report on the Court for details.

The trial judge was presented with the discovery problems. He was asked to address the discovery concerns and postpone trial. He refused. The plaintiffs dismissed that complaint.

### 7) Pre-Trial Dismissal by Plaintiffs (voluntary dismissal)

The plaintiffs are the only party that can dismiss a complaint before trial. The Defendant can not. They can only get out with an initial demurrer or a Motion for Summary dismissal.

There are many reasons why plaintiffs may need to dismiss. Often times it's because they discover the opposing side has no money to pay out if a judgement was obtained.

Per 140 years of legal practice and legally supported case law, there is no time when a plaintiffs voluntary dismissal should result in fee shifting , no matter what contractual agreements to the contrary may suggest otherwise. This entire publishing transpired because of violation of this longstanding legal right.

### 8) Trial

Plaintiffs never got to a trial. They have no clue how one actually works. It seems making sure all evidence is properly verified by the other party is one of many possible keys.

It seems a trial can be had for liability first (guilt or innocence) and then a separate hearing for damages or that can transpire together.

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| | |
|---|---|
| 1) 2654<br>2) officers-of-the-court<br>3) 5678-pro-se<br>4) xi<br>5) misrepresent14 | 6) 67clerk<br>7) 1judge2<br>8) discoveryX<br>9) twitterXcool<br>10) 1fishycase |

## VERSION INFORMATION

4/20/2025 - First publishing
5/10/2025 - Second publishing

33 misrepresentations

## Statement of Facts -Timeline of Relevant Events

1. On 3/18/2021 the seller filled out 7 pages of disclosure documents that asked questions about his property condition which should have stimulated different answers than those the seller provided. These disclosure documents are referred to as the TDS (Transfer Disclosure Statement) and the SPQ (Seller Property Questionnaire). The seller misrepresented and omitted 33 material fact related items with financial damage and 31 of 33 of those are related to failure to disclose in these two documents.

2. On 3/26/2021, the seller, via his agent, via email, provided a response to the plaintiffs inquiry about his utility costs for his home and a separate well system. After the close of escrow the plaintiffs found their costs to be significantly higher that those disclosed by the Seller. When they asked the seller to prove his statements were accurate, he refused to prove their accuracy. This is related to 2 of 33 failures to disclose.

3. On 3/27/2021 the plaintiffs made a full price offer on the home for $895,000 with no understanding of the deceit engaged in by the seller to induce a contract for more than his home was worth, on 3/18/2021 or 3/26/2021.

4. On 3/30/2021 the plaintiffs accepted a counter-offer for $895,000 with minor changes in terms.

5. On 5/13/2021 the plaintiffs closed escrow knowing and feeling some fraud in representations had transpired.

6. On 5/9/2024 the plaintiffs filed a complaint for fraud found realized at time of close of escrow and fraud discovered and realized after the close of escrow.

## Statements of Fact - 33 acts of Misrepresention & Concealment w/ monetary damage

The bulleted items below are the alleged misrepresentations of the seller. In many cases the plaintiffs can show the seller had direct knowledge of the non-disclosed defects. This was not about suing a seller who had

relied on others for disclosure who failed to do their duties. However, in most cases, there was in fact at least one other service provider of the seller, if not multiple, that also had knowledge of defects with a duty to disclose. The categorization by service provider is to indirectly identify the second person (and additional) persons who did or should have had knowledge and failed to disclose. .

## Seller failure to disclose - w/ possible knowledge of his Real Estate Agent

1. Utils 1 - Well Utility Costs - On 3/26/2021 the seller , via an email from his agent, misrepresented his well system utility costs. He stated they averaged $75/month when the actual average was approximately $118/month. ( fraudulent misrepresentation - discovered after close of escrow ) ($43/month)

2. Utils 2 - Home Utility Costs - On 3/26/2021 the seller , via an email from his agent, misrepresented his home utility costs. He suggested there may be none and that the home might make money from solar, if the pool heater was not run. He omitted the fact his natural gas costs, separate from pool heating, were $60/month and he was without any evidence to suggest any money could actually be “made” from the solar if the pool heater was not run. ( fraudulent misrepresentation - discovered after close of escrow ) ($145-195/month)

3. Owner 2 - HVAC Duct Imbalance - On 3/18/2021 the seller failed to state he generally lived with the 2nd floor windows open in the winter, to relieve excess heat that accumulated on the 2nd floor when trying to establish satisfactory heating on the first floor.. ( fraudulent misrepresentation - discovered after close of escrow ) ($7,000)

4. Owner 1 - Septic Mainline - On 3/18/2021 the seller failed to state the main plumbing line from his home to his septic tank was not operable without regular cleaning services. ( fraudulent misrepresentation - concerns found during escrow denied - proven after escrow closed ) ($12,000)

5. < void >

## Seller failure to disclose - w/ additional failures by his Pre-Sale Home Inspector, Agent (and others)…

6. HI2 - Gas Furnace Combustion Hazard - On 3/18/2021 the seller failed to state he was aware of a combustion hazard with his gas furnace that he had been told about when he purchased the home in 2015. The seller also paid for a home inspection report that was provided to his Broker which omitted the same fact. The seller was reminded of this problem from a Contractor who did work for him to prepare the home for sale and he ignored that information. ( fraudulent misrepresentation - discovered during escrow ) ($8,000)

7. HI3 - Gas Water Heater Combustion Hazard - On 3/18/2021 the seller failed to state he was aware of a combustion hazard with his gas water heater that he had been told about when he purchased the home in 2015. The seller also paid for a home inspector report that was provided to his Broker which omitted the same fact. The seller was reminded of this problem from a Contractor who did work for him to prepare the home for sale and he ignored that information. ( fraudulent misrepresentation - discovered

during escrow ) ($2,000)

8. HI1 - 2nd floor Attic Defects - On 3/18/2021 the seller failed to state he was aware of prior rodent infestations in his 2nd floor attic that left the insulation and drywall damaged. The seller paid for a home inspection report that was provided to his Broker which omitted the same fact, and that inspector took photos of the damage but failed to include them in his report while declaring no knowledge of defects. The seller paid for a termite inspection report that should have called out those defects but did not. The Seller's Agent was aware of the damage from property management and construction oversight services provided prior to sale and he failed to disclose them. The Seller's Painter physically concealed stains in the 2nd floor ceiling and he failed to disclose the use of stain blockers or the existence of the stains on his quotes/invoices. . ( fraudulent misrepresentation - discovered during escrow ) ($10,000)

9. HI 6 - North Yard Flooding - On 3/18/2021 the seller failed to disclose yard grade issues that would lead to standing water problems along the home that were called out for him when he purchased the home in 2015. ( fraudulent misrepresentation - concerns found during escrow denied - proven after escrow closed ) ($7,000)

10. HI 4a - Crawl Space Structural Defects - On 3/18/2021 the seller failed to state the two main post and pier systems under the first floor were visibly damaged and structurally deficient from dry rot and/or termites. The seller paid for a home inspection report that was provided to his Broker which omitted the same fact. The seller paid for a termite inspection report that should have called out those defects but did not. The seller's 2015 home inspection report did not report the defects when they had to be there at that time as well. ( negligent misrepresentation for seller (can not prove he had knowledge) - found during escrow ) ($4,500)

11. HI 4b - Crawl Space Insulation - On 3/18/2021 the seller failed to state the insulation in the crawl space had been originally installed upside down and away from the heated surface, rendering it useless. . The seller paid for a home inspection report that was provided to his Broker which omitted the same fact. The seller had been told in his 2015 report when he purchased the home the insulation was installed upside down. ( fraudulent misrepresentation - found during escrow ) ($2,000)

12. HI 5 - Drainage Defect - Concrete Seizing - On 3/18/2021 the seller failed to state there was a material concrete porch defect that created a 3" trip hazard and a low spot against the home for pooling water during storms. The seller paid for a home inspection report that was provided to his Broker which omitted the same fact. The seller was or should have been aware of the problem due to the proximity of his front door. ( fraudulent misrepresentation - found during escrow ) ($3,500)

13. HI 7 - Water Supply - No Hot Water - On 3/18/2021 the seller failed to state there was water pressure and water flow problems with the upstairs fixtures when more than one fixture was turned on. The seller failed to state there were hot water supply problems in the home. The seller paid for a home inspection report that was provided to his Broker which omitted the same fact. The seller was made aware of water flow problems via a report in 2015 when he purchased the home. ( fraudulent misrepresentation - found during escrow ) ($17,000)

14. HI 9 - Moss and Paint overspray on the roof - On 3/18/2021 the seller failed to state there was moss on the roof that required regular maintenance and there was paint overspray on the roof from the paint job to prepare the home for sale. The seller paid for a home inspection report that was provided to his

Broker which omitted the same fact. ( negligent / fraudulent misrepresentation - found during escrow - the nature of the maintenance found after close of escrow ) ($2,000)

**Seller failure to disclose - w/ additional failures by his Pre-Sale Termite Inspector…**

15. T! 1 - crawl space structural defects (same as HI 4) ($4,500)
16. TI 2 - 2nd floor attic defects (same as HI 1) ($10,000)
17. TI 3 - Fascia (same as Painter 1) ($8,000)
18. < void >
19. < void >

**Seller failure to disclose - w/ additional failures by his GC and Real Estate Agent…**

20. GC 1 - Concealed Structural Defects - On 3/18/2021 the seller failed to disclose structural defects in the 2nd floor joist system where defective cantilevered joists for a deck had been cut off and concealed. The seller was aware of concerns for structural defects from the report done in 2015 when he purchased the home and he failed to disclose those facts. The seller appears to have had full knowledge of what was found and concealed in preparation for sale, based on an email and photo suggestive of satisfaction with the concealment . The GC who did the work did not accurately represent his work on his quotes or invoices. The Seller's Agent was aware of the defects and concealment as well, based on an email and photo shared with the seller. ( fraudulent misrepresentation - concerns found during escrow denied - proven after escrow closed ) ($10,000 )

21. GC 2 - Structural work done without permits - On 3/18/2021 the seller failed to disclose a 2nd floor deck had been fully removed from the home and partially rebuilt with a different framing scheme that should have required permits. The seller's agent was also aware of the work. The GC failed to properly and accurately represent the need for permits for the work. ( fraudulent misrepresentation - found during escrow ) ($0)

22. GC 3 - Concealed Mold in Kitchen, 1st floor Utility Room and Bathroom - On 3/18/2021 the seller failed to disclose mold was known to be present during his occupancy in the kitchen (under the sink), in the first floor utility room and in the first floor bathroom. The GC who did work to "remediate the mold" did not state he was doing mold remediation work in his quotes. The GC covered up the mold with new drywall instead of remediating it. The seller's agent did or should have known the mold was present and that it was not remediated properly, as the construction manager in the seller's absence. ( fraudulent misrepresentation - found after close of escrow ) ( $15,000 )

23. GC 4 - 2nd floor Attic Defects - < same as HI 1 > - On 3/18/2021 the seller failed to disclose contracted work with the GC to close up access to the 2nd floor attic in a manner that made it difficult to inspect . ( fraudulent misrepresentation - found during escrow ) ( $10,000 )

24. GC 5 - Concealed 2nd floor bath subfloor defect - On 3/18/2021 the seller failed to disclose concerns conveyed to him about subfloor defects that were then improperly concealed by his Contractor. The Seller's Agent was aware of the concerns as well and did not disclose. ( negligent / fraudulent misrepresentation - found after close of escrow ) ( $3,000 )

25. GC 6 - Concealed Cat Urine - On 3/18/2021 the seller failed to disclose cats had resided in the home and that they had cat urine outside of litter box problems in the Dining Room, Kitchen, 1st floor hallway and utility room that they had attempted to remedy with enzyme cleaner. The sellers agent was or should have been aware of the problems and did not disclose them. The GC was aware of the problems and they were not noted on his quotes or invoices. . The Painter was or should have been aware of the problems and they were not noted on his quotes or invoices. ( fraudulent misrepresentation - found after close of escrow ) ( $28,000 )

26. GC 7 - Work Quoted / Paid for but not done - On 3/18/2021 the seller failed to provide quotes and invoices for work done to prepare the home for sale, as was advised in the disclosure documents and as advised by his Agent/Broker. Those documents contained information that indicated he had paid for work that he expected to convey that had not been done by the contractor. ( negligent / fraudulent misrepresentation - found during escrow -- very odd situation with low dollar value that is less relevant in scope of things ) ( $1,000 )

**Seller failure to disclose - w/ additional failures by his Painter and Agent…**

27. Painter 1 - Concealed Fascia - On 3/18/2021 the seller failed to disclose dryrot and/or termite damage to his fascia had been physically concealed by his painter. The seller failed to provide quotes and invoices for work done to prepare the home for sale, as was advised in the disclosure documents and as advised by his Agent/Broker. Even if he had, that fascia work was not disclosed by the Painter on the quotes and invoices but was later attested to by the Painter. ( fraudulent misrepresentation - found during escrow ) ( $8,000 )

28. Painter 2 - Painted Exterior of home with interior paint - On 3/18/2021 the seller failed to disclose the exterior of the home had been painted with interior paint, in preparation for sale. The seller failed to provide quotes and invoices for work done to prepare the home for sale, as was advised in the disclosure documents and as advised by his Agent/Broker. Even if he had, the use of interior paint was not disclosed on the quote by the Painter. ( negligent / fraudulent misrepresentation - found after close of escrow ) ( $15,000 )

29. Painter 3 - Painted Exterior of home with interior paint - On 3/18/2021 the seller failed to disclose an excessive amount of preparation work on the siding on the sough facing wall had transpired to conceal singing beyond its useful life, in preparation for sale. The seller failed to provide quotes and invoices for work done to prepare the home for sale, as was advised in the disclosure documents and as advised by his Agent/Broker. Even if he had, the use of interior paint was not disclosed on the quote by the Painter. ( fraudulent misrepresentation - concerns found during escrow denied - found after close of escrow ) ( $15,000 )

30. Painter 4 - Concealed moisture stains in 2nd floor drywall ceiling - On 3/18/2021 the seller failed to disclose moisture stains in the 2nd floor ceiling had been physically concealed by a painter with stain blocker.The seller failed to provide quotes and invoices for work done to prepare the home for sale, as was advised in the disclosure documents and as advised by his Agent/Broker. Even if he had, the use of stainblocker was not noted on the quotes but attested to otherwise. ( fraudulent misrepresentation - found during escrow ) ( $2,000 )

31. Painter 5 - Concealed water damage in garage - On 3/18/2021 the seller failed to disclose moisture stains on the garage exterior wall and ceiling had been physically concealed by a painter with stain blocker.The stains were documented in the report the seller got in 2015 . The seller failed to provide quotes and invoices for work done to prepare the home for sale, as was advised in the disclosure documents and as advised by his Agent/Broker. Had those documents been provided the use of stain blockers would have been known and enabled buyers to inquire as to location and source of water. That would have exposed the deck removal, defective floor joists and/or defective exterior siding. ( fraudulent misrepresentation - concerns found during escrow denied - found after close of escrow ) ( $6,000 )

32. Painter 6 - Overspray on Roof and Cedar Closets - On 3/18/2021 the seller failed to disclose overspray in cedar closets and on roof. The seller failed to provide quotes and invoices for work done to prepare the home for sale, as was advised in the disclosure documents and as advised by his Agent/Broker. Had they provided those they would not have revealed fascia work was done that led to the overspray, when in fact it was done and resulted in damage to the home. ( negligent / fraudulent misrepresentation - found during escrow ) ( $4,000 )

33. Painter 7 - void for now

## Statements of Fact - Other acts of Deceit and/or Misrepresentation (no direct $ damage)

### Other acts of Deceit and/or Misrepresentations - Part 1

34. Owner 11 - Keller Williams Scope of Broker Duties - On 3/18/2021 the seller and his agent signed a document indicating the Broker had the ability to refer service providers but would not be involved at all with retention, management of , or oversight of service providers. The Seller had turned his home over to the Agent 8 months prior when he moved out of state, and his agent retained, management and supervised service providers in direct contraction to this disclosure. That contradictory information was not disclosed anywhere else. Absent that information, as the Buyers started to discover concerns for fraud during escrow, they started sharing concerns with the Seller's Agent, believing he was separate from the acts of deceit not realizing he was the primary coordinator for all the deceit. Evidence suggests that led the sellers agent to attempt to sabotage the transaction via a failure to convey information the buyers generated for the seller to the seller.

35. Owner 6 - MLS False Advertising - On 3/16/2021 the home was listed on MLS. The photos used were from a photo shoot done by the Seller's Agent and prior photos from a prior time that no longer accurately represented the sought-after pastoral view of the property. At the time of uploading the photos and/or previewing the photos once live, both the seller and sellers agent did or should have known they were misrepresenting the south facing view. The sellers previewed the home and realized the sought view photos were older and did not rely on those when making an offer, thus no financial damage, but these should have been subject to administrative discipline.

## Other acts of Deceit and/or Misrepresentations - Part 2

36. There are another 15 or more acts of deceit that are relevant for conversation related to broker deceit, that, in theory the seller would be liable for, but they don't add to the damages financially and they are beyond the scope of this dialogue.