

3/10/2023

Dear Legal Professional -

This letter is a follow up to the Introductory Letter conveyed in Doc 1. Without having read that this will have no context.

As a Licensed RE Agent in Maryland who lives in CA full time, I've seen a lot of strange things in CA, but that "inverted" RPA Clause and the other clauses required to support it takes the cake commercially so far.

We were in a bind. We needed a home. When we realized the entire system was inverted, and we figured out we were going to have to overpay one way or another to obtain a home. Renting was no longer an option that was going to cost us as much as \$3500/month. Two years of that and we'd be \$80,000 down in a market that may have risen to the point where we were out of the buying process entirely.

Without Statutory Disclosure Documents we did NOT have the information needed to craft an accurate offer. We made a full price offer. We may or may not have beat out a competitive bidder that may or may not have been fabricated by the bent Seller's Agent.

As equitable title holders upon contract acceptance per RPA clause 13B, we received patently incomplete statutory disclosure documents with material omissions the day AFTER contract acceptance.

All three statutory disclosure documents were patently incomplete with missing answers and signatures that were material. In addition, from conversations we had with the Seller's Agent prior to making an offer, we knew structural work had been done on the property, and the questions related to structural work on the Disclosure documents did NOT match his own sharing just days prior?

Thus, we knew on day 1 of escrow "gross disclosure fraud" participated in by BOTH the Seller and Seller's Agent had transpired.

As it was slowly discovered during the escrow process, the Seller's Agent and Seller had worked together for 8 months prior to sale managing \$50,000 of contracting work and faulty pre sale inspections for purposes of concealing and obfuscating about \$250,000 in defects AND they signed disclosure documents claiming this exact type of relationship did NOT exist.

As interested buyers, we had been induced into over bidding for the property by procedure AND THEN we were surprised with patently incomplete disclosure documents filled with false statements and omissions AND we did NOT discover this until AFTER we had obtained equitable title per clause 13B of the RPA.

Some of the defects and fraud was found during escrow. Other was found after close of escrow.

Those found prior to the removal of our Condition Continency, in theory are NOT subject to disclosure fraud because we found them. (!?!) Can you imagine such a (gypsy) contract in use by Coldwell Banker and Keller Williams in one of the most expensive and exclusive counties in California?

I have an email from a Coldwell Banker Office Manager/Broker up stream from our Agent that indicates there is no standard for disclosure document delivery in California.

She indicates some counties deliver all disclosures prior to making an offer. Some deliver some and some deliver none.

She seems to be clueless to CA Code 1102 details which cover good faith in article and act as well as outlining "practicable" delivery of statutory documents. Usefulness in her mind was totally arbitrary.

She spoke as if "they just follow the rules", with questions asked about those who might have established them or why. She showed no peripheral vision for "reason", "logic", "consumer protection" or "good faith negotiations". Or was she just feigning ignorance to keep everyone's job easy at the expenses of all buyers?

What type of Brokerage Office Manager thinks like that? No matter which way she was thinking, it was "wrong", so does it really matter? What matters most is light on this problem and rectification, one way or another.

Thanks in advance for your support,

Regards



Bryan Canary