

Complaint

David Woodbury

Painter #846309

David Woodbury Painting

(Consolidated Document - Includes Painter 1 through 7)

Print and Download:

https://docs.google.com/document/d/1igzPkFJo_orC3Q4Cn_39PZ3Ahcfvd7leOBqPDDbV5E8/edit?usp=sharing

View as Webpage:

https://docs.google.com/document/d/e/2PACX-1vQp_oovw3NbWRF1U5nz5Bj4TNbRdNPcB8XRpUnNrLRKEfB8ryqz8_VtWFRZNGU-MzV_DqcTI4BuRqi/pub

Painter Bond Folder (private link)

<https://drive.google.com/drive/u/0/folders/1FdAh6QOH4JNEGSjDQsa2KLyjHXqNatBP>

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8/29/2023

RE: Complaint Against Painting Contractor Bond - Letter 2

David Woodbury, Painting Contractor

Work performed 8/2020 - 3/2021 at 12 Bayview Road, Castroville CA 95012

Bond 459049, 7/1/2020 - 9/1/2022

Suretec Indemnity Company

Dear Suretec Claims Consultant -

Thanks for your email dated 8/29/2023. It is included in the appendix for reference.

I typically will reply to long emails with long emails, as that's my preference, but I needed more formatting capabilities. Please feel free to reply back with emails or letters, whichever you prefer.

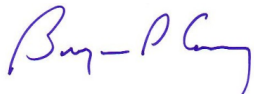
I have provided a two part reply.

This is Document 2A and there is a document 2B.

Document 2A focuses on the Painters Actions. (this document)\

Document 2B focuses on the rest of the legal positioning and relevance.

Regards



Bryan Canary

12 Bayview Road, Castroville CA 95012

443-831-2978

bryan@bryancanary.com

Response to Painter's Initial Document Production and Statements

Painter stated, "It/s not my job to ____ ". Actually, it is Definitely his job to know all about stains he covers and to DEMAND a Disclosure be made to protect his License and Bond

In the Painter's response he stated, " We sealed some water stains in the ceiling with oil base stain sealer. "

He then stated, "I am not a pest control specialist. It is not my job to go through the attic checking for rodents".

The stains he sealed were in fact Rodent Urine. The source of the stains (the rodents) had been mitigated but the backside of the drywall that he concealed had not been mitigated and he made it almost impossible to discern there were any problems, and he got paid to do it.

Woodbury is the person who CONCEALED the defects. He is the DOER in the transaction and that makes him more culpable than anyone who might have asked him to do the work or paid for the work.

This is indicative that Woodbury does NOT know his duties at all, after two decades in business.

A Professional Painter who determines stain sealer must be used, especially on a home he knows is going to be put up for sale, has an affirmative duty to protect himself and the public by asking 3 questions and making 1 disclosure demand.

THREE Questions a Painter must of a client who is seeking to Conceal stains to to Protect himself...

1. What are the stains from?
2. Has the source of the problem been identified and remediated?
3. Has any other damage that might be related to this, like mold behind the drywall, been confirmed to be a non issue?

ONE Disclosure Statement/Demand a Painter must make to Protect himself...

"

I am aware this work is being done to prepare a home for sale. There are ____ stains in/at/around _____. I have been informed by the GC and/or Seller on ____ (date) via _____ (email, phone, text, other) that the source of the stains has been identified and resolved. Furthermore I have been assured there is no mold or other defects related to this stain that I will be concealing or concealing evidence about. I will be using a stain blocker which will make seeing these stains impossible when I am done. For the protection of my License, My Bond, and the Seller, this quote must be provided to any potential buyers as part of the Pre Bid Disclosure Process to avoid claims of Fraudulent Misrepresentation, Negligent Misrepresentation, Concealment of defects, concealment of evidence related to defects or some other punishable act.

I look forward to doing your work in a way that will assist with the sale of your home.
"

\$15,950 in work done. \$14,750 in quotes unaccounted for with Painter's response?

On his questionnaire he indicated he did \$15,950 in work.

3) What is the total dollar amount that you received toward the contract? <u>\$ 15,950.</u>

I only got quote details for \$1,200.

He provided quote cover pages for September 7 and September 8 but no detailed pages. It's also possible he provided those to you, but they did not scan for you.

It is critical to obtain those quote details to see what work was quoted and performed.

ACTION: Please check on this and reply back.

\$1,200 quote for garage shows Concealment for Profit with no Disclosure Statement on Quote to protect him from Direct Liability for the Concealment Work

We asked for details from the Seller for all work done to prepare the home for sale PRIOR TO making an offer to purchase. HE provided no details.

AS part of his disclosure documents he was to provide quotes and invoices for work done. He provided only one quote for the painter for only a portion of the work done, and we speculate he may have modified that word document before providing it to us.

As part of his response, the Seller provided a \$1200 quote for the garage paint job.

Sealer Was used in the Garage to hide material facts and defects.

In the \$1,200 quote the painter provided for the garage the Painter indicates he used a stain blocker for water stains. That is an act of concealment of defect or evidence of defect that must be disclosed by the Seller to protect the Painter.	Work to be performed - Paint garage walls & ceiling. 1. Clean walls & ceiling. 2. Plaster holes and dents in sheetrock. 3. Seal water stains with oil base primer.  4. Paint walls & ceiling with 2 coats flat paint. Note- cabinets not included. Preparation- Holes to be filled with appropriate patching compound and matched to surface profile. Cracks to be caulked and matched to surface profile. fine edge. Application- Apply all coats evenly, free from runs sags and other blemishes. Allow each coat to dry thoroughly before applying subsequent coats. Cost for Labor & Materials- \$.1,250.00
---	---

With Stain Blocker, The Painter 1) concealed defects and 2) concealed evidence of larger defects above that he was involved concealing as well.

1. This work concealed drywall with water damage with no assurance there was/is no mold behind the wall.
2. This work concealed evidence of leaks from above that we now relate to 1) the rotten joist ends that were concealed and/or 2) the siding beyond useful life that he worked to conceal.

The Seller Disclosed not water damage concealment. We had to “figure it out”.

Via document demands we forced a report from the Seller he should have provided as part of disclosures. The report contained photos of the water damage in the garage from 2015 with expressed concerns about leaks from above at that time. The failure to disclose the details of the garage paint job and the concealed stains

enacted by the Painter prevented us from understanding the existence of prior leaks/current leaks and it prevented us from obtaining information material to us.

The Painter is the 1) Licensed Professional and 2) the DOER in concealment work. He profited handsomely from the work. He is MORE CULPABLE than the seller if he has no proper disclosures /demands for disclosure on his Quote

It was/is the responsibility of the person doing the CONCEALMENT (the painter in this case) to make sure the Seller of a property realizes the concealment work he is doing is hiding defects or evidence of defects and a failure to disclose that for Buyer Bid Consideration will reflect back on the Painter because he is the person who DID THE COVER UP / CONCEALMENT WORK

3.

The Missing Disclosure Statement/Demand on the Quote

" I am aware this work is being done to prepare a home for sale. There are water stains in the wall in the garage that need Sealer. I have been informed by the GC and/or Seller on _____ (date) via _____ (email, phone, text, other) that the source of the stains has been identified and resolved. Furthermore I have been assured there is no mold other defects related to this stain that I will be concealing or concealing evidence about. I will be using a stain blocker which will make seeing these stains impossible when I am done. For the protection of my License, My Bond, and the Seller, this quote must be provided to any potential buyers as part of the Pre Bid Disclosure Process avoid claims for CONCEALMENT of Defects or CONCEALMENT of evidence related to defects

"

4.

Legal Matters

Painter - Conspiracy to Commit Fraud / Fraudulent Concealment / Negligent Concealment

The Painter concealed evidence of Material Defects. He was paid to do the work. He provided the seller no proper notices of the full ramifications of that work nor a demand for disclosure to protect he or his bond. .

Seller and Seller's Agent - Fraudulent Misrepresentation / Conspiracy to Commit Fraud

We never got this quote as part of the Disclosure Process. All quotes we requested prior to bid consideration and negotiations. This should have been given to us so we could have asked about the location, size and source of the water as well as confirmation of related repairs. These stains, as it turned out where in an area directly below two possible sources for leaks 1) the rotten joists that were concealed and 2) the siding beyond useful life.

NOTES:

1. The Brokerages, Brokers, Agents and Sellers seem to have suggested to the Contractors doing the concealment work that they might get some type of “transferable waiver of liability” because this was involved in a real estate transaction. These people misled the contractors to encourage them to do the work. No Seller or Seller’s Agent has the ability to waive off liability for fraudulent work done by a Professional Contractor.
2. If a Professional is asked to conceal moisture damage and takes no steps to ask the questions required to ensure he is not Concealing Defects or Evidence of Defects, and there was in fact defects covered up, HE is the person who did the work and committed the Fraud with willful intent.
3. A Seller or Seller’s Agent can ask a Professional Painter to Conceal water stains and other defects or evidence of defects. Asking for that is not a crime, especially if not actions are then taken to conceal the defects. A seller could then do the work himself if he wanted to take a chance. For a Professional to engage in that process is not only Conspiracy to Commit Fraud, but the Doer in the Fraud is the Painter.

Ref:

<https://www.nolo.com/legal-encyclopedia/legal-remedies-if-california-home-seller-conceals-defect.html>

The screenshot shows the Nolo website header with the logo, a search bar, and a navigation menu. The article title is "How Do You Prove That a California Home Seller Concealed a Defect?". The text discusses the legal remedies for fraudulent misrepresentation by a home seller who concealed a defect. It mentions that the seller must have known about the defect and intended to conceal it. The article also notes that the seller's intent to conceal can be proven by evidence such as the seller's actions or statements. The article concludes by stating that if the seller is found liable, the buyer can sue for damages and potentially rescind the contract.

How Do You Prove That a California Home Seller Concealed a Defect?

If the property sellers concealed a known defect, you can potentially sue for fraudulent misrepresentation. You will have to prove that the seller actually took steps to hide the problem, as opposed to having perhaps been unaware of it.

You might be able to prove the sellers' intent to conceal from conduct, such as their having painted over the evidence of the roof leak. You might also prove the sellers' intent to conceal a defect based on any instructions given to a real estate agent not to tell you, or other prospective purchasers, about the concealed defect. Speak to your neighbors, your agent, and perhaps even the sellers' agent, to gather all relevant facts.

If you end up filing a lawsuit, your lawyer will take depositions (interviews of relevant parties) and gather evidence to establish whether or not the seller was aware of the defect and concealed it from you.

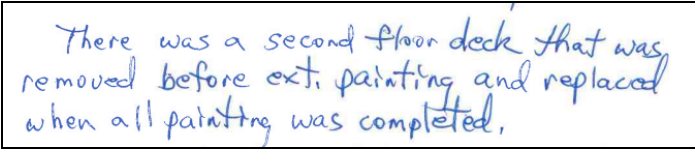
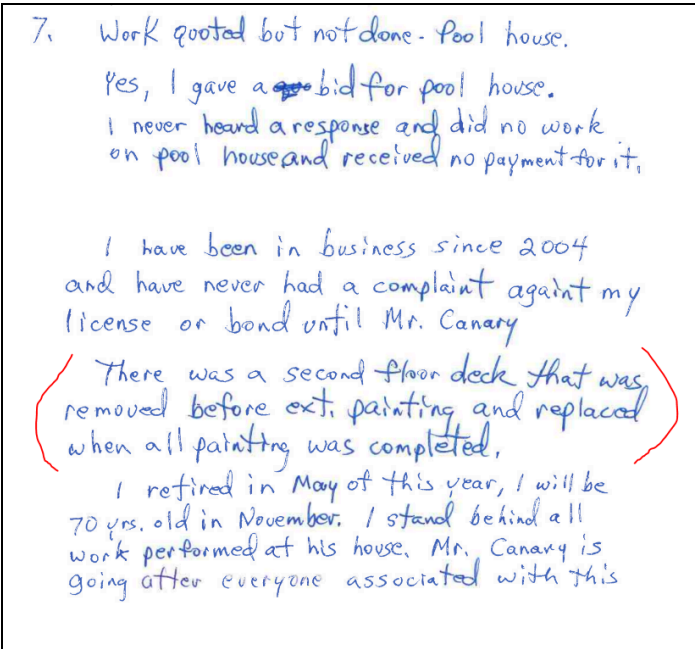
The problem is we never got that quote from the Seller AND he wrote no instructions on it telling the Seller that that quote needed to be provided to any buyers to disclose the cover up of moisture to protect him from liability.

He was the person who did “cover up work”. It’s his responsibility to make sure anyone paying him for that work to understand he is the person who will be pursued for CONCEALMENT WORK if it is not disclosed.

The Seller didn’t CONCEAL the damage. He did. He committed the Act of Concealment.

On this, he also makes no indication he obtained assurances from the homeowner that the problems that caused the moisture had been mitigated.

False Statement about Deck Removal prior to painting. Why would he do that?

The contractor stated... "There was a second floor deck that was removed before ext. Painting and replaced when all the painting was completed.	
Sometimes saying nothing is better than saying something. What prompted him to mention this? If you re-read the letter it's a very odd blurt out of context. In my opinion, he was trying hard to plant a suggestion that would help mislead someone about the order of events. He was indirectly trying to plant the thought that if work had to be done to repair the siding that would have transpired before removing the deck, thus that work must not have transpired. . There was a lot of that type of indirect suggestion from all parties in this transaction. It was very natural for them.	
On March 26, 2021 a photo was sent to us showing us what the old deck looked like before it was removed. That photos shows ladders on the deck and the realtor had indicated verbally before sending us the photo that he had a photo he took as they were finishing the paint job that showed the old deck. This is that photo. Larger versions available below and in appendix.	Fw: 12 Bayview old deck ----- Forwarded Message ----- From: Kent [REDACTED] <kent@bayview.com> To: "bryancanary@contractor-complaints-2023.com" <bryancanary@contractor-complaints-2023.com> Sent: Friday, March 26, 2021, 6:43:23 PM PDT Subject: 12 Bayview old deck 

This is after painting 1) per the realtor who sent it to us and 2) by looking at the home itself.

The siding shows no blemishes or paint defects from a distance, because it was already prepped and painted.

There is no electric or anything else serviceable in the location of the ladder on the upper deck.



This is what the deck looked like at time of sale.

The side and rear deck was removed and a new rear deck was built. The fence was also added to sell the home.



Why is this false statement relevant?	In his response, he attempted to make a suggestion that would make it seem illogical that any repair work needed to be done by claiming the deck was removed first. In fact, the Painter was able to work off the deck on the South Side wall to do all the repair work and in fact that's what transpired. By trying to suggest an alternative timing for the order of events he was providing an indirect suggestion that claiming he patched the siding before painting was illogical because it would have been done before the deck was removed for ease. There was a lot of this type of indirect suggestion found throughout dialogue with the Seller's Agent and Seller (too). I am sensitive to it as I'm trained to notice it.
When the deck was replaced it was only partially replaced. Why would such a great feature have been removed and then not replaced?	That deck was an amazing feature. It provides a view of all of Monterey Bay. The cost to have replaced that deck is minimal given they were already doing the one on the rear and given the other money being spent to "fix" the home for sale. It was 30' x 5'. That's only a 150 sf deck. The value of the outdoor feature and outdoor view would have far exceeded any costs for construction. HOWEVER, it would have provided an up close view of the gross siding defects that had been repaired which were far harder to notice while standing 10' to 25 feet below the defects when there was no deck.

If the rest of the second floor deck had been put back on, it would have enabled people to see that second floor siding up close.

That would have exposed a 15k defect with up close inspections.

I've been in real estate since 1998.

Experience offers insights.

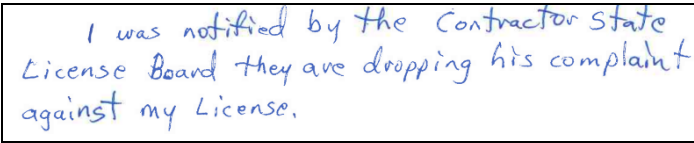
It was very hard to see the defects from a distance.

The only reason I picked up on them was the super smooth piece of luan that had been used to cover over the rotten joist openings.

Experience offers insights.



Misleading Statement about Contractor State Licensing Board Complaint Status...

The contractor claims he was told by the CSLB that they are dropping my complaint against him.	
CSLB claimed I had No Standing to File a Complaint The CSLB called me. My complaint with the CSLB was seemingly “dropped” because I did not / do not have standing to file a complaint about any contractor other than one I contract with directly.	The CSLB claimed they only open investigations if the person who contracted with the contractor files the complaint. This is fully illogical for numerous reasons. I provided the CSLB with another Example, to no avail... I had a recent situation with a Baltimore Maryland townhouse where a Contractor was doing illegal work on the home connected to mine. It was affecting the condition of my home. According to the CSLB rules, if that exact situation transpired here, the CSLB have no interest in opening and investigating a complaint.
Written Demand to CSLB for position statement issued, but not returned. The CSLB was sent an email requesting a written position statement. They have acknowledged receipt of my request, but failed to make any response in writing or verbally. They have also yet to send any notice of complaint closure. They were provided with state code and examples that are detailed below, and asked to put their position in writing. (The letter that was attached can be provided if needed)	RE: Complaints 2023-264, 2023-266 - Please forward to Marvina (sp) 2 → Marvina (sp) <[redacted]@cslb.ca.gov> Wed, Aug 23, 8:32 AM (10 days ago) ☆ Reply Your email has been forwarded to Marvina Hawton 1 From: Bryan Canary <bryan@bryancanary.com> Sent: Tuesday, August 22, 2023 8:50 PM To: Marvina (sp) <[redacted]@cslb.ca.gov> Subject: Complaints 2023-264, 2023-266 - Please forward to Marvina (sp) CAUTION: This email originated from outside of CSLB. Do not click links or open attachments unless you recognize the sender and know the content is safe. Hi [redacted] - We spoke last week about a complaint I filed against two contractors. You indicated you all had no mechanism for opening a complaint from me given I was not the party who contracted with them. Marvina (sp) did call me back as I had requested. Instead of calling her back I wanted to send this in writing. Please forward to her. ----- [redacted] (sp) Thanks for your call last week. Complaints: Painter - David Woodbury - 2023-264 GC - John Chatters - 2023-266 Please provide a written response to this so I have something to work from. Thanks Bryan

State Code 7071.5 provides contradiction to the CSLB's Position on Standing for Complaints State Code 7071.5 states "A person damaged as the result of a willful and deliberate violation of this chapter by a licensee or the fraud of a licensee in the execution of a constructions contract" -- is subject to damages. In fact, that is the only reason you, the Bond Company, is considering this complaint.	(c) A person damaged as a result of a willful and deliberate violation of this chapter by the licensee, or by the fraud of the licensee in the execution or performance of a construction contract.
The "Real Estate Transaction Related" Excuse	Verbally in the dialogue that triggered the written request for statement, the Customer Svc person at the CSLB said that because this was "related to a real estate transaction". The complaint needed to go to the CADRE (California Department of Real Estate) first. If they felt there was fraud it would go to the CA Attorney General. If they felt there was something worth pursuing the CA AG would make a referral to the CSLB related to the contract. At that point in time, the person harmed (us) would not play a relevant part in the investigation or have access to discipline outcome because it would be the state pursuing the contractors.

It would appear that the CSLB has been hijacked by the Real Estate and/or Legal Lobby. .

It appears the CSLB has been engineered to protect Contractors doing fraud to prepare homes for sale.

Painter said, "I stand behind all work performed at this home" - That sounds like a promise to correct...

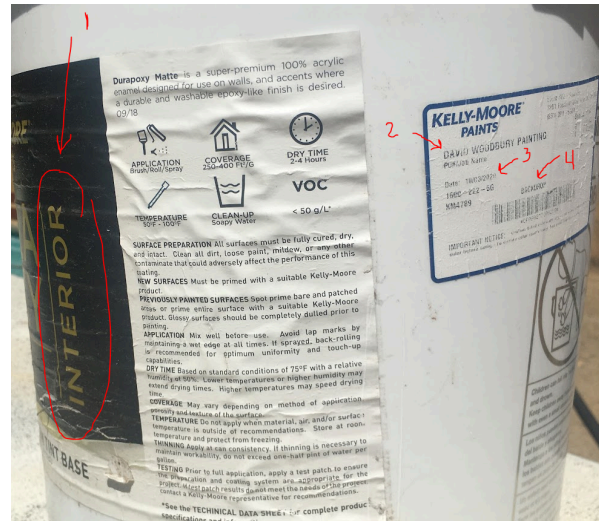
In his response, the Painter stated, "I stand behind all the work performed at this house".	I retired in May of this year, I will be 70 yrs. old in November. I stand behind all work performed at his house. Mr. Canary is.
In his response he stated, "We prepped, primed and painted the fascia, I am not aware of any dry rot".	1. Fascia - concealed dry rot & pest damage, We prepped, primed & painted the fascia, I am not aware of any dry rot.
It wasn't dry. It was termite damage. And the volume of puddy used to cover it up was in the 1/2" to 1" range.. This will be covered later in detail.	

In his response he stated, “Blatantly False” to the Exterior Siding painted with interior paint

2. Exterior siding painted with interior paint.
Blatantly false-

The labeling doesn't lie.

I still have the bucket with the label on it.



That color grey is nowhere inside the home.

That garage was Behr -Navajo white and

The interior of the home was Kelly Moore - Swiss Coffee

This will be covered later in detail.



I need to be remunerated for the use of Interior Paint on the exterior of the home. I need to be remunerated for Fascia with major damage that had been concealed. etc.

7 acts of Willful Negligence, Misrepresentation or Fraud

1) The Fascia - Concealment of Dry Rot and/or Termite Damage - \$8,100

Summary

Approximately 150 linear feet of fascia was heavily puttied, primed and painted to the extent the underlying damage, which was significant, was indiscernible to the layman. The excessively smooth texture and sharp button front edge was indicative of filler along the entire board. Bolt Test easily punctured bottom face and revealed the concealment work.

Basis for Damages/Bond Claim

7109 - Departure from Trade Standards

The Painter should have refused work.

Alternatively, the painter could have accepted work and payment for work as long as a strong Disclosure Statement had been included on the Quote with a Demand for Delivery of Quote to potential Buyers.

7116 - Willful or Fraudulent Act Injuring Another

Painter entered a contract and accepted money for doing work that concealed material defects. Painter did so willfully and without any proper emphasis needed to ensure protection in the event the Seller did not disclose work or defects properly, which he did not.

Status

1. MISSING QUOTE - The Quote For this work was not provided by the Contractor. That needs to be obtained to see if it contains any text indicating scope of work and condition.
2. The Contractor has stated he did prep work , priming and painting but declares there was no dry rot.
3. The photos show gross amounts of prep work transpired.If the cover up was pre-existing he would have seen that in detail given the texture of the prepped surfaces is not natural wood grain and the outer edge of the fascia was a perfect corner. These are dead giveaways to the large amount of prep work done on the fascia.

Statement of Facts

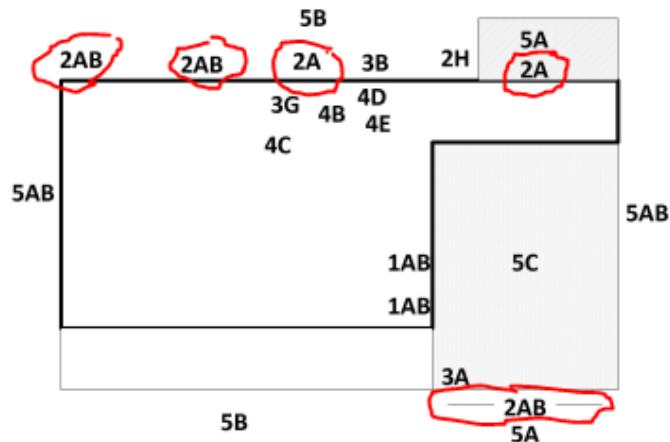
The Painter declares , "We prepped, primed and painted the fascia. I am not aware of any dry rot".

What about Termite Damage?

He didn't clarify that , did he...

1. fascia - concealed dry rot & pest damage,
We prepped, primed & painted the fascia, I am
not aware of any dry rot.

The Termite Damage was called out by the Seller's Pre Sale Pest Inspector.

**Comment 2A**

"Evidence of Drywood Termites as indicated on 2A on the Diagram. The evidence noted in the Soffits, Fascia, Siding and Rafters

2. DRYWOOD TERMITES

ITEM NO. 2A

(Section 1)

FINDING AND
RECOMMENDATION: 2AFINDING: (SECTION 1)
EVIDENCE OF DRYWOOD TERMITES AS INDICATED BY 2A ON THE DIAGRAM. THE
EVIDENCE NOTED IN THE SOFFITS, FASCIA, EAVES, SIDING, RAFTERS..

The Termite Inspector does a "Bolt Test" specifically to look for concealed defects. That, involved attaching a 1/4" bolt to stick and poking at good looking fascia looking for CONCEALMENT and FRAUD.

The fascia itself looked exceptional to the average person. But to a professional the very square outer bottom edge and lack of wood grain gives away concealment work.

one would have no idea that he was calling out CONSTRUCTION FRAUD, If you didn't know he used a bolt on a stick to check for CONCEALED DAMAGE for 2A on the fascia.



1) A close up where the skim coat and primer didn't stick reveals a wafer thin layer of prep/primer was covering wood with no integrity.

2) the curved nature of the inner edge reveals this was just "2x" material not some type of milled material.

3) the sharp corner on the outer edge indicates the entire edge got a coat of skim compound.

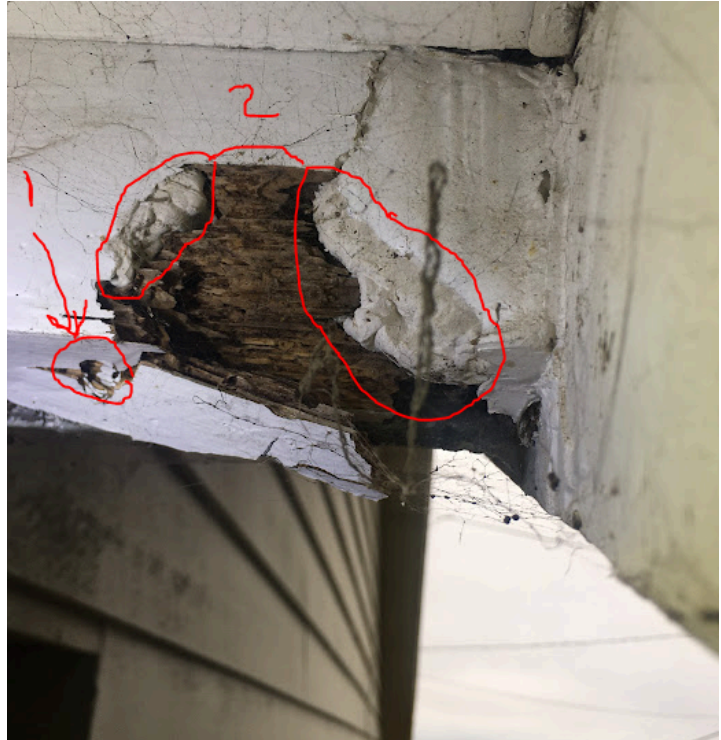
Nobody had to do a bolt test to know it had been fixed. The lower outer edge of the fascia was perfectly square, not rounded, with no visible signs of grains or defects. That only transpires when the wood has been skim coated with a prep material.



#1 represents the hole from his bolt test.
#2 transpired as we checked into it. Almost 1" of putty was used to build up the surface to make it smooth so it could be painted to look satisfactory.

It just seems odd there was no additional note on the termite report that said, "The Bolt Test was used to determine fascia condition. It appears some level of concealment of damage may have transpired".

Without repair pricing on the Termite Report, which is not required to be provided by the Inspector but suggested if the Seller wanted to use the report for disclosure purposes and disclosure fraud protection, there was no way to know the tiny markings on the report represented \$8,000 in concealed defects. Because the termite inspector is not required to provide repair estimates, which would have given us scope of damage for consideration, it seems best to pursue the Painter, Seller and his Agent for this.



Missing Disclosure Statement

To protect him, the Painter's quote should have included a comment / disclosure / disclaimer statement in his Bid/Quote, such as that shown on right.

If the customer did not want that on his quote, then the job would have gone to someone else and no liability would exist.

A failure to provide this type of note or disclaimer on the quote represents engagement in conspiracy to conceal defects and commit disclosure fraud.

The painter could have done this work, gotten paid for it and protected the Seller and himself by including the following on his quote....

“

I am aware this work is being done to prepare a home for sale. The fascia has serious termite and/or dry rot damage but structurally it seems to be holding up the gutter fine. I am going to patch, prep, prime and paint it. The use of putty will be significant. This will conceal serious defects. Aesthetically this should look good for many years. It may however, fail a bolt test in some areas that don't need enough puddy to repel the bolt. For the protection of my License, My Bond, and the Seller, this quote must be provided to any potential buyers as part of the Pre Bid Disclosure Process to avoid claims for CONCEALMENT of Defects or CONCEALMENT of evidence related to defects

”.

Quote1 to Remediate - \$8,805

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter -1 - Concealed Rotten Fascia

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Remove 4 gutters -- front upper (30'), front lower(60'), rear lower (30') rear upper (30') Remove existing 2x8 painted material (150') Acquire 150' of 2x8 framing material Prime and paint (2 coats) 150' of 2x8 framing material Install 150' lineal feet of 2x8 framing material Install 4 gutters NOTE: Our Termite Inspector and an unrelated GC both quotes approximately \$8000 for this work NOTE: this is the value of the work the painter's work attempted to help conceal.	<i>\$8,805--</i>	
Total	<i>\$8,805--</i>	

Date

8/12/23

Contractor Name

Company Name

Contractor Licens

Contractor Signa

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Remove 4 gutters -- front upper (30'), front lower(60'), rear lower (30') rear upper (30') Remove existing 2x8 painted material (150') Acquire 150' of 2x8 framing material Prime and paint (2 coats) 150' of 2x8 framing material Install 150' lineal feet of 2x8 framing material Install 4 gutters NOTE: Our Termite Inspector and an unrelated GC both quotes approximately \$8000 for this work NOTE: this is the value of the work the painter's work attempted to help conceal.	\$7,450⁰⁰	
Total	\$7,450 ⁰⁰	

Date 8-12-23 , 11 / 11 / 2023

Contractor Name

Company Name /

Contractor License

Contractor Signatu

2) Exterior of Home - Painted with Interior Paint - Is “NOT” Blatantly false. Is True. - \$16,000

Summary

The painter used “interior paint” to paint the exterior of the home.

Basis for Damages/Bond Claim

7109 - Departure from Trade Standards

Interior paint is only for interior use. All painters know to check their orders upon pickup and before use.

7116 - Willful or Fraudulent Act Injuring Another

Interior paint is only for interior use. All painters know to check their orders upon pickup and before use.

Status

1. MISSING QUOTE - we are missing the Quote for the painting of the exterior of the home.

Statement of Fact

"Blatantly False" - The contractor indicated the claim about the exterior siding being painted with interior paint is "blatantly false".

2. Exterior siding painted with interior paint.
Blatantly false-

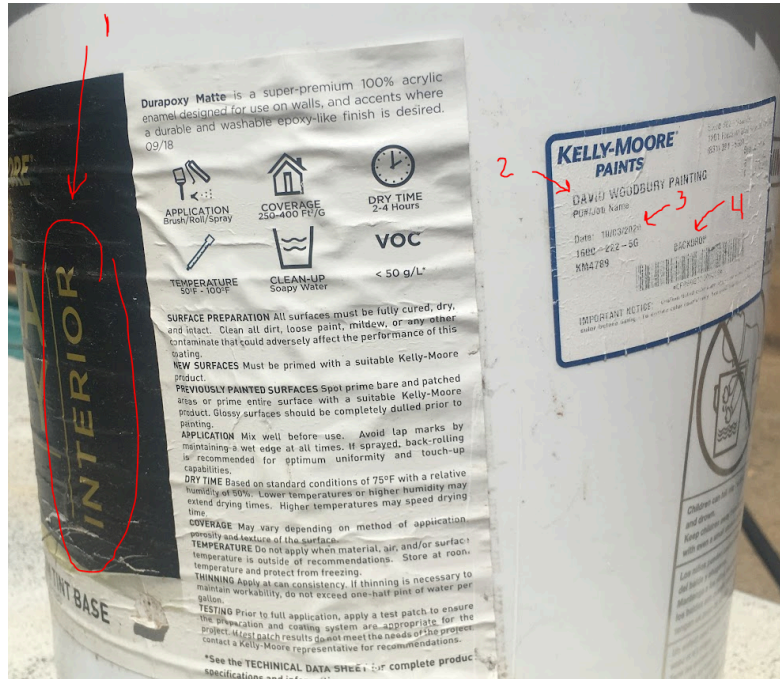
This is a photo of the 5 gallon bucket found on the property.

1) the label clearly states it's "interior" paint.

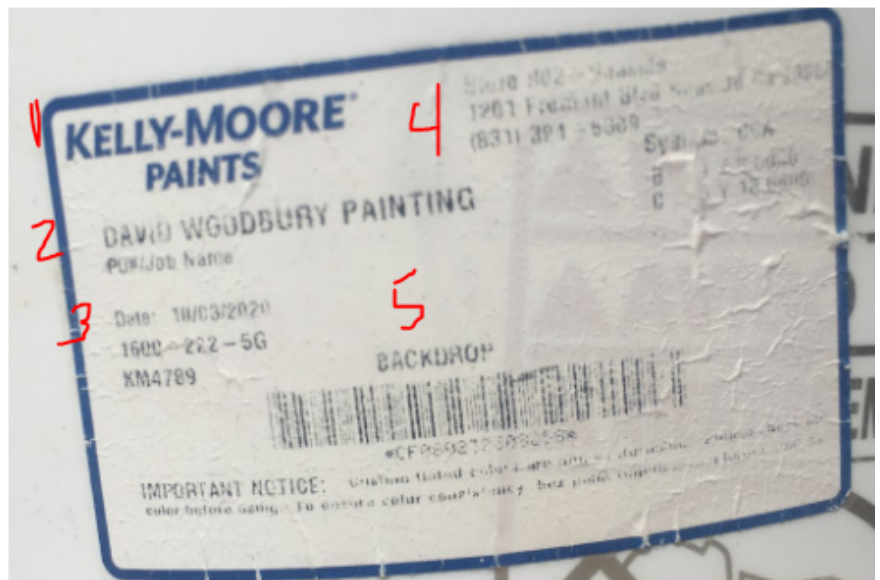
2) The order label reads "David Woodbury Panting"

3) The date is or appears to be 10/3/2020. (see image for details)

4) The color is Backdrop. That color matches the home and there are no interior colors comparable.

**Label Details...**

- 1) Kelly Moore Paints
- 2) Davide Woodbury Painting
- 3):10/03/2020
- 4) 1201 Fremont Blvd, Seaside
- 5) Backdrop (the color)



"Backdrop" is a gray color..



This is a photo provided by the realtor prior to contracting on the home.

It was taken when the work was being done.

The can of paint is a match for this color.

This same color shows up nowhere on the interior of the home.



Quote1 to Remediate - \$12,350

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter 2 - Exterior Siding - Painted with Interior Paint

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Sand siding to remove loose material and texture (approximately 2250 sf) Paint Siding with 2 coats of paint (approximately 2250 sf)		
Total	\$12,350 ⁰⁰	

Date 8/12/23

Contractor Name _____

Company Name _____

Contractor License _____

Contractor Signature _____

Quote2 to Remediate - \$18,950

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter 2 - Exterior Siding - Painted with Interior Paint

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Sand siding to remove loose material and texture (approximately 2250 sf) Paint Siding with 2 coats of paint (approximately 2250 sf)		
Total	\$18,950 ⁰⁰	

Date 8-12-23

Contractor Name _____

Company Name _____

Contractor License _____

Contractor Signature _____

3) Concealed Exterior Siding Beyond Useful Life - \$15,800

Summary

The 50+ year old redwood siding on the upper half of the south wall was well beyond useful life, due to sun exposure. The lower half had been protected by the shade of a deck. That material should have been replaced. The Painter took excessive steps to nail it down, putty and caulk it to (attempt to) hide the weathering.

Basis for Damages/Bond Claim

7109 - Departure from Trade Standards

The Painter should have refused work.

Alternatively, the painter could have accepted work and payment for work as long as a strong Disclosure Statement had been included on the Quote with a Demand for Delivery of Quote to potential Buyers.

7116 - Willful or Fraudulent Act Injuring Another

Painter entered a contract and accepted money for doing work that concealed material defects. Painter did so willfully and without any proper emphasis needed to ensure protection in the event the Seller did not disclose work or defects properly, which he did not.

Status

1. MISSING QUOTE - The Quote For this work was not provided by the Contractor. That needs to be obtained to see if it contains any text indicating scope of work and condition. We did receive a quote for this from the Seller. We believe it may have been manipulated.
2. The painter declares no rot or termite damage. The problem has to do with "beyond useful life". He selects his denial words carefully with each reply.

Statement of Facts

"There was nothing wrong with the siding. No rot. No termite damage".

Beyond useful life refers to "weathering". He selects his denial words carefully with each reply.

3. Exterior siding beyond useful life.
There was nothing wrong with siding, no rot
no termite damage.

This is from our home inspector.

"Areas were painted over weathered wood. Recommend proper replacement of deteriorated areas".

2. Exterior Paint

Observations:

- Areas were painted over weathered wood. Recommend proper replacement of deteriorated areas.



Siding on the upper half of the south facing wall was warped, twisted and pulling away from home due to sun exposure. It had been nailed back down and the joints had been puttied and caulked to give it the appearance of being satisfactory. The defects are easier to see in the photo than they were in real life from the ground. The camera picks up the light better.

The double dotted line is where the old deck was. Below the deck was protected from the sun and that smooth look is what 55 year old siding that is "satisfactory" looks like. The bottom half of that wall and the rest of the home not facing south was in satisfactory condition.

The siding above the deck was heavily managed with renailing, then prepped, caulked and puttied to give an appearance it was in satisfactory condition when it was not.



This is a photo the realtor provided before we made an offer. He gave it to us to show us the deck that had been removed.

According to the realtor, It was taken just after the upper part of the south wall had been painted.

From a distance and without sun, it's very difficult to see the defects.

That siding looks fine in this photo even when blown up,

The concealment of the defects only showed in good lighting when standing under them, but they were seen easily when that transpired. .

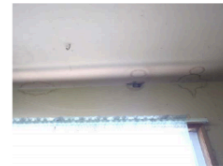
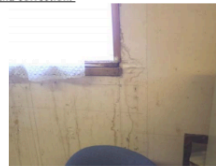


The water damage he concealed inside the garage would have supported these concerns

Garage Structure

The visible garage framing, which was only partially accessible for inspection because of the presence of stored materials, appears to be properly installed and in generally good condition. When access becomes available, the inaccessible areas should be carefully inspected.

- **Repair:** The wall and ceiling of the garage was noticeably water stained. We recommend investigation as to the source of the moisture followed by repair as necessary. A qualified licensed roofing contractor should be consulted for further evaluation and correction.



This confidential report is prepared exclusively for [redacted]
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The problems were also evident during a storm that transpired during the first rainy season.

The only way to assess it's true nature.

Second Floor South Wall - Interior Photos - December 13, 2021

December 13, 2021 - This is the 2nd floor south wall. We had to wait until rainy season in November/December to assess the wall. Water leaks were visible in the drywall generally over top of that area in the garage that had the water stains. The upper half of the south wall leaks like a sieve.



Missing Disclosure Statement

To protect him, the Painter's quote should have included a comment / disclosure / disclaimer statement in his Bid/Quote, such as that shown on right.

If the customer did not want that on his quote, then the job would have gone to someone else and no liability would exist.

A failure to provide this type of note or disclaimer on the quote represents engagement in conspiracy to conceal defects and commit disclosure fraud.

“

I am aware this work is being done to prepare a home for sale. The upper half of the South Facing Siding is very weathered. I have been informed by the GC and/or Seller on _____ (date) via _____ (email, phone, text, other) that it has not been leaking. I will be nailing boards and using a lot of putty and caulk to give it a reasonable appearance. This is only cosmetic and may only look good for a short time. This siding will need to be replaced before any other on the home. For the protection of my License, My Bond, and the Seller, this quote must be provided to any potential buyers as part of the Pre Bid Disclosure Process avoid claims for CONCEALMENT of Defects or CONCEALMENT of evidence related to defects

”.

Quote1 to Remediate - \$16,808

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter 3 - Concealed Exterior Siding beyond useful life

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Erect Scaffold 32' long by x 20' Remove 300 sf of 5/4" x 10" redwood planks beyond life Haul removed siding to dump Purchase 300 sf of 5/4"x10" redwood planks (app. \$1400) Prime front and back Paint front one coat Install with galvanized nails, set with punch and putty. Caulk Paint final coat Remove scaffolding NOTE: this is the value of the work the painter's work attempted to help conceal.		
Total	\$16,808 ⁰⁰	

Date 8/12/23

Contractor Name

Company Name

Contractor License

Contractor Signature

Quote2 to Remediate - \$14,800<https://home-Purchase-2021.bryancanary.com><https://contractor-complaints-2023.bryancanary.com>

Estimate for Repairs - Painter Related Defects

Painter 3 - Concealed Exterior Siding beyond useful life

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Erect Scaffold 32' long by x 20' Remove 300 sf of 5/4" x 10" redwood planks beyond life Haul removed siding to dump Purchase 300 sf of 5/4"x10" redwood planks (app. \$1400) Prime front and back Paint front one coat Install with galvanized nails, set with punch and putty. Caulk Paint final coat Remove scaffolding NOTE: this is the value of the work the painter's work attempted to help conceal.		
Total	\$14,800 ⁰⁰	

Date 8-12-23

Contractor Name

Company Name

Contractor License

Contractor Signatur

4) 2nd Floor Ceiling Stains - \$2,100

Summary

The ceiling in the 2nd floor had 30 - 50 stains 2" to 5" around from a rodent invasion in the attic. The painter painted over the stains concealing evidence of attic problems. The painter painted over the stains without getting confirmation of what caused them or if the problems had been remedied.

Basis for Damages/Bond Claim

7109 - Departure from Trade Standards

The Painter should have refused work.

Alternatively, the painter could have accepted work and payment for work as long as a strong Disclosure Statement had been included on the Quote with a Demand for Delivery of Quote to potential Buyers.

7116 - Willful or Fraudulent Act Injuring Another

Painter entered a contract and accepted money for doing work that concealed material defects and evidence of other damage in the attic. Painter did so willfully and without any proper emphasis needed to ensure protection in the event the Seller did not disclose work or defects properly, which he did not.

Status

1. MISSING QUOTE - The Quote For this work was not provided by the Contractor. That needs to be obtained to see if it contains any text indicating scope of work and condition. We did receive a quote for this from the Seller. We believe it may have been manipulated.
2. The painter declares he used stain blocker to block stains. That is not on the quote we did receive as part of disclosure.

Statement of Facts

The Contractor states, "We sealed some water stains in ceiling with oil based stain sealer. It's possible some bled through. It's also possible they are new stains coming through in the years since we painted it. I am a painter not a pest control specialist. It is not my job to go through the attic checking for rodents'.

4. Concealed rodent urine in drywall ceiling.
We sealed some water stains in ceiling with oil base stain sealer. Its possible some bled through, its also possible they are new stains coming through in the years since we painted it. I am a painter not a pest control specialist, it is not my job to go through the attic checking for rodents.

The quote we were provided for this did NOT indicate any stain blockers were used for stains, contrary to his current statement.

By not including stain blocking on the quote, it did not allow us to ask where it was used, why it was used or how much was used. .

By not including it on the quote, it did not allow us to gain an understanding of what we were buying.

NOTE: we got this quote from the Seller, it was a Word document and we feel it may have been modified to remove information, such as the use of Primer. We need a full quote from the Painter to see what the original document contained.

Work to be performed - **Paint walls & ceilings**- prime & paint window sills & trim.

1. Remove wallpaper in upstairs bedrm.
2. Paint kitchen ceiling only.
3. Paint walls & ceilings in downstairs hallway entry & living rm.
4. **Paint walls & ceilings in stairway, upstairs hall & 5 bedrooms.**
5. Prep prime & paint window sills & trim except bathrooms & kitchen.
6. No painting in bathrooms.

Preparation- Holes to be filled with appropriate patching compound and matched to surface profile. Cracks to be caulked and matched to surface profile. Peeling paint to be scraped and sanded to a fine edge. All bare wood to be primed.

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

Cost for labor and materials: \$ 5,500.00

Work to be performed - Prep, prime & paint 11 doors and casings upstairs.

Cost for labor & materials - \$ 1,700.00

QUESTIONS 1) How does he know they were water stains? 2) Who verified these were from water and when? 3) Who verified that the source of the stains had been identified and mitigated? 4) Who verified there was no mold or other related issues in the attic ? 5) How large were the stains? 6) How many stains were covered up? ..	The contractor is a Professional Painter, Licensed in California. Part of his responsibility does include assessing what he is covering over to avoid concealing mold and making something “look good” that is in fact a defect, with no way for a buyer to know a defect had been concealed. It would have taken the same work to climb in the attic to try to confirm they were water stains as rodent urine? Did he take someone’s word for the source of the damage?
We estimate there were 30-40 stains, mostly in the two south bedrooms. They ranged from silver dollar to 3-4 inches. We settled on May 15, 2021. These photos were taken May 22, 2021. The average person would have never seen these, but once pointed out they were easy to spot. They aligned with the rodent damage in the attic.	Photos were tough to get but shadows are visible. The stains ranged from silver dollar size to 3-4 inches. There were 30-40 stains. Mostly in the two south bedroom ceilings but some minor in others. (May 22, 2021) 
That is a small portion of the feces from raccoons that were living in the attic. The odor with the attic hatch open was mesmerizing. The odor prior to painting must have been too.	

The damage was easy to see and smell through the access hole and new paint was put on the ceilings all around that vicinity of that access hole.



Missing Disclosure Statement

To protect him, the Painter's quote should have included a comment / disclosure / disclaimer statement in his Bid/Quote, such as that shown on right.

If the customer did not want that on his quote, then the job would have gone to someone else and no liability would exist.

A failure to provide this type of note or disclaimer on the quote represents engagement in conspiracy to conceal defects and commit disclosure fraud.

“

I am aware this work is being done to prepare a home for sale. There are stains in ceiling drywall on the 2nd floor that need Sealer. I have been informed by the GC and/or Seller on _____ (date) via _____ (email, phone, text, other) that the source of the stains has been identified and resolved. Furthermore I have been assured there is no mold or other defects related to these stains that I will be concealing or concealing evidence about. I will be using a stain blocker which will make seeing these stains impossible when I am done. For the protection of my License, My Bond, and the Seller, this quote must be provided to any potential buyers as part of the Pre Bid Disclosure Process avoid claims for CONCEALMENT of Defects or CONCEALMENT of evidence related to defects

”

Quote1 to Remediate - \$2,485

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter 4 - Concealed Rodent Urine Damage in Drywall Ceilings

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Pull back insulation in affected areas (about 300sf but only for spot problems) Disinfect with enzyme cleaner and mold cleaner Re-install insulation Prime surfaces with stain blocker (approximately 10 sf total) Paint ceilings corner to corner to match 300sf	#2,485 ⁰⁰	
Total	#2,485 ⁰⁰	

Date 8/12/23

Contractor Name

Company Name

Contractor License

Contractor Signature

Quote2 to Remediate - \$1,850

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter 4 - Concealed Rodent Urine Damage in Drywall Ceilings

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Pull back insulation in affected areas (about 300sf but only for spot problems) Disinfect with enzyme cleaner and mold cleaner Re-install insulation Prime surfaces with stain blocker (approximately 10 sf total) Paint ceilings corner to corner to match 300sf	\$1,850 ⁰⁰	
Total	\$1,850 ⁰⁰	

Date 8/12/23

Contractor Name

Company Name

Contractor License

Contractor Signature

5) Garage Water Stains - \$6,000

Summary

The ceiling and wall in the garage had significant water stains. The painter painted over the stains concealing evidence of water damage. The painter painted over the stains without getting confirmation of what caused them or if the problems had been remedied.

Basis for Damages/Bond Claim

7109 - Departure from Trade Standards

The Painter should have refused work.

Alternatively, the painter could have accepted work and payment for work as long as a strong Disclosure Statement had been included on the Quote with a Demand for Delivery of Quote to potential Buyers.

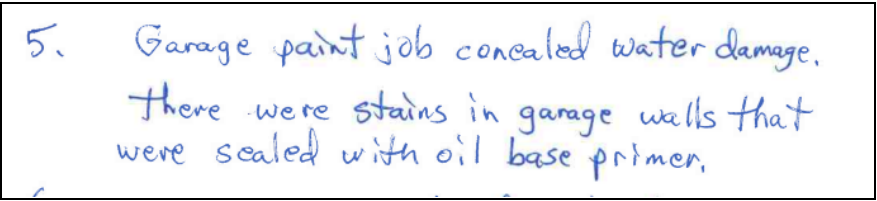
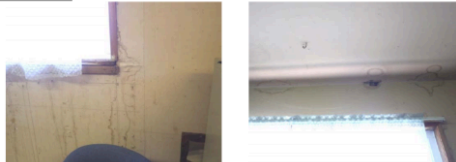
7116 - Willful or Fraudulent Act Injuring Another

Painter entered a contract and accepted money for doing work that concealed material defects and evidence of other damage. Painter did so willfully and without any proper emphasis needed to ensure protection in the event the Seller did not disclose work or defects properly, which he did not.

Status

1. QUOTE OBTAINED - The Quote For this work was provided by the Painter as part of this complaint process.
2. The painter declares he used a stain blocker to block stains.
3. The painter does not indicate he made any effort to confirm the source or damage was remediated.
4. The painter did NOT include a proper note on this Quote to demand presentation of his quote to a Buyer to protect him from liability.

Statement of Facts

The contractor states, "There were stains in the garage walls that were sealed with oil base primer".	
The contractor provided a quote with his response to this complaint. He indicates he sealed water stains with oil based primer on this quote. The painter does not indicate he made any effort to confirm the source or damage was remediated. The painter did NOT include a proper note on this Quote to demand presentation of his quote to a Buyer to protect him from liability.	Work to be performed - Paint garage walls & ceiling. 1. Clean walls & ceiling. 2. Plaster holes and dents in sheetrock. 3. Seal water stains with oil base primer. 4. Paint walls & ceiling with 2 coats flat paint. Note- cabinets not included. Preparation- Holes to be filled with appropriate patching compound and matched to surface profile. Cracks to be caulked and matched to surface profile. fine edge. Application- Apply all coats evenly, free from runs sags and other blemishes. Allow each coat to dry thoroughly before applying subsequent coats. Cost for Labor & Materials- \$1,250.00
A document we obtained via a document demand indicates an inspector in 2015 had document major water conditions in the garage and expressed major concerns about the source of the water intrusion then.	Garage Structure The visible garage framing, which was only partially accessible for inspection because of the presence of stored materials, appears to be properly installed and in generally good condition. When access becomes available, the inaccessible areas should be carefully inspected. • Repair: The wall and ceiling of the garage was noticeably water stained. We recommend investigation as to the source of the moisture followed by repair as necessary. A qualified licensed roofing contractor should be consulted for further evaluation and correction.  This confidential report is prepared exclusively for Bryan P. Canary © 2015 HomeTech Property Inspection Service

Missing Disclosure Statement

To protect him, the Painter's quote should have included a comment / disclosure / disclaimer statement in his Bid/Quote, such as that shown on right.

If the customer did not want that on his quote, then the job would have gone to someone else and no liability would exist.

A failure to provide this type of note or disclaimer on the quote represents engagement in conspiracy to conceal defects and commit disclosure fraud.

"

I am aware this work is being done to prepare a home for sale. There are stains in drywall ceiling and wall of the garage that need Sealer. I have been informed by the GC and/or Seller on _____ (date) via _____ (email, phone, text, other) that the source of the stains has been identified and resolved. Furthermore I have been assured there is no mold or other defects related to these stains that I will be concealing or concealing evidence about. I will be using a stain blocker which will make seeing these stains impossible when I am done. For the protection of my License, My Bond, and the Seller, this quote must be provided to any potential buyers as part of the Pre Bid Disclosure Process to avoid claims for CONCEALMENT of Defects or CONCEALMENT of evidence related to defects

"

Quote1 to Remediate - \$5,805

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter 5 - Garage Paint Job Concealed Water Damage

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Remove drywall from portion of exterior wall 8' x 12' Spot check behind drywall in other areas Clean studs with mold cleaner (as needed) Install Drywall (8'x12") Finish Drywall (Mud, Tape and Sand - 8'x12') Prime Drywall Paint Drywall (2 coats)		
Total	\$5,805 ⁰⁰	

Date 8/12/23

Company Name _____

Contractor Signature _____

Quote2 to Remediate - \$6,150

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter 5 - Garage Paint Job Concealed Water Damage

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Remove drywall from portion of exterior wall 8' x 12' Spot check behind drywall in other areas Clean studs with mold cleaner (as needed) Install Drywall (8'x12") Finish Drywall (Mud, Tape and Sand - 8'x12') Prime Drywall Paint Drywall (2 coats)		
Total	\$6,150 ⁰⁰	

Date 8-12-23

Company Name _____

Contractor _____

6) Overspray Roof and Cedar Closets - \$3,600

Summary

The painter failed to use drops and mask areas when spraying the home. The roof and the cedar closets were damaged.

Basis for Damages/Bond Claim

7109 - Departure from Trade Standards

The painter failed to properly protect areas not intended for painting.

7116 - Willful or Fraudulent Act Injuring Another

The painter failed to properly protect areas not intended for painting. The painter failed to notify the Seller of the damage done to the property, thus the seller had no way to include notices of defects as part of the Disclosure process.

Status

1. MISSING QUOTE - The Quote For this work was not provided by the Contractor. That needs to be obtained to see if it contains any text indicating scope of work and condition.
2. The painter declares he was not aware of overspray on shingles. By omission, he was aware of overspray in cedar closet

Statement of Facts

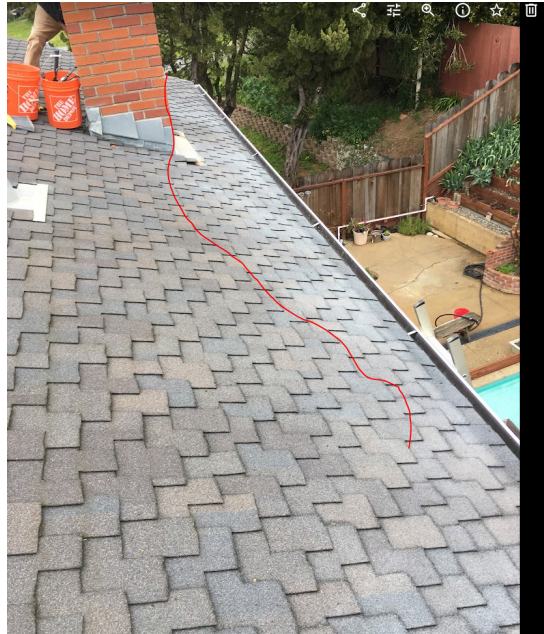
The contractor indicates he was not aware there was overspray on the shingles.

By omission he suggests he knew there was overspray on the cedar closets.

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

When the fascia and gutter are sprayed with a paint sprayer from below, presumably with an extension or possibly off a ladder, it is appropriate to put a drop down on the roof.

This is paint preparation 101...



This was visible from the ground.

If he didn't see this it's because he didn't want to see it.



Cedar Closets are Expensive.

Every Professional Painter knows they need to be covered up.



The gun was literally spitting paint into the middle of the back wall...



Missing Disclosure Statement

To protect him, the Painter's INVOICE should have included a comment / disclosure / disclaimer statement such as that shown on right.

The seller was living out of state. He was the one responsible for disclosures. Leaving defects like this is inappropriate.

Did he tell the seller he'd be selling a home with oversprayed cedar closets and oversprayed shingles?

"

I am aware this work is being done to prepare a home for sale.

During the pinating process we oversprayed the cedar closets. It is not horrible but it was not like we found it. It will require work to try to return it to its original condition.

During the painting process we oversprayed the shingles in at least two areas. The upper roof is the worse of the two, it is an area bout 3' wide by 20' long. It's not like we poured paint on it, but it would void any warranties that might have been relevant.

Please include these disclosure items, especially the upper roof given that will not be visible to any buyers prior to making an offer.

I'm sorry for not properly prepping your property to protect from this type of damage.

"

"

Quote1 to Remediate - \$3,530

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter 6 - Overspray - Roof and Cedar Closets

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Over spray on roof - 3' by 30' on upper rear roof Over spray on roof - 1' by 40' in lower north roof where it meets upper wall NOTE: The only "proper" way to fix this is to replace the roof. It is not "that bad" but any warranty issues related to the roofing material would be clearly void. How does one handle this?	\$1,895 ⁰⁰	
Overspray in Cedar Closets - Wood was unsealed (125 sf - 2 Closets) Sand to remove paint (125 sf - 2 Closets) Sand with finer and finer grit to return to proper color and sheen (125 sf - 2 Closets)	\$1,635 ⁰⁰	
Total	\$3,530 ⁰⁰	

Date 8/12/23

Company Name _____

Contractor Signature _____

Quote2 to Remediate - \$3,610

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
 Estimate for Repairs - Painter Related Defects

Painter 6 - Overspray - Roof and Cedar Closets

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
Over spray on roof - 3' by 30' on upper rear roof Over spray on roof - 1' by 40' in lower north roof where it meets upper wall NOTE: The only "proper" way to fix this is to replace the roof. It is not "that bad" but any warranty issues related to the roofing material would be clearly void. How does one handle this?	\$2,350 ⁰⁰	
Overspray in Cedar Closets - Wood was unsealed (125 sf - 2 Closets) Sand to remove paint (125 sf - 2 Closets) Sand with finer and finer grit to return to proper color and sheen (125 sf - 2 Closets)	\$1,260 ⁰⁰	
Total	\$3,610 ⁰⁰	

Date 8-12-23

Company Name _____

Contractor Signature _____

7) The Pool House - Work Quoted but not done (DOES NOT APPLY TO PAINTER AS OF NOW)

Summary

We received a quote from the seller suggesting this work had been ordered and paid for. The Painter is indicating he bid on the work but the Seller did not approve the work to be done nor was he paid for the work. Unless we find payment records indicating the Seller did pay for this work, this is not in dispute.

Statement of Facts

The Painter is indicating he quoted the pool house but did not get the work.

The seller provided the quote suggesting that was included with the sale of the home.

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

Quote1 to Remediate - \$3,503

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
Estimate for Repairs - Painter Related Defects

Painter 7 - Work Quoted but not Completed

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
The Seller indicated he had paid for scraping, painting pool house and powerwashing of the deck. None of that work was done. The documents provided indicate the contractor contracted for \$2800.	\$3,503 ⁰⁰	
Total	\$3,503 ⁰⁰	

Date 8/12/23

Company Name _____

Contractor Signature _____

Quote2 to Remediate - \$3,200

<https://home-Purchase-2021.bryancanary.com>
<https://contractor-complaints-2023.bryancanary.com>
Estimate for Repairs - Painter Related Defects

Painter 7 - Work Quoted but not Completed

Please provide pricing for the following work. If you want to provide a price range please use Price 1 for lower range and price 2 for upper. Otherwise just use Price 1 to represent your estimate.

Description of Work	Price 1	Price 2
The Seller indicated he had paid for scraping, painting pool house and powerwashing of the deck. None of that work was done. The documents provided indicate the contractor contracted for \$2800.	\$3200 ^{co}	
Total	\$3200 ^{co}	

Date 8-12-23 Contractor Na

Company Nar

Contractor Sig

Interior Paint for

--	--

Disputed information related to your assessment so far...

Interior Paint for the exterior of the home - I have the 5 gallon can of paint with a label on it with his company name on it and a date. I provided an image of that with his company name covered. I can provide that without hsi company name covered. will that make a difference? Can he provide a receipt indicating he thought he purchased exterior paint? even if he did, the can speaks for itself. It would seem that fact stands at face value and represents a level of professional fraud that has damages.

Damages do not require 3rd party repair to be damages -- I am a licensed contractor in Maryland with 25 years of renovation experience. The idea that I would have to use the services of others to have damage claims honored is not based in US Law. In many insurance claims these days, payment is made without any repairs being done, with a small hold back for depreciation. If in fact the repairs are done, the insured can then file for a refund for the depreciation held back.

As Is - California Law CA 1102.6 indicates negotiations on the sale of real estate must transpire "in good faith". In good faith means the seller must properly identify any and all defects prior to accepting a bid / ratifying a contract to sell. Title was transferred to me on the day of contract acceptance and it was subject to the "as is condition" we could see, and any "defects" that had been disclosed in writing for consideration. As is doesn't mean a "blind sale". The Escrow period is a time when the "disclosed defects" are confirmed and others omitted are sought out. If others are found, it is "disclosure fraud". Real Estate is one of the few transactions where the contract is executed BEFORE due diligence is done, and the due diligence is done to "confirm the honesty that was conveyed in the disclosure process during bid consideration". Contract clause 13B in the CA contract details this transfer process and CA 1102 specifies the required for good faith and other documents that have to be provided prior to contract acceptance to comply with good faith dealings.

The Contractors Licensing Board - They have claimed that third parties can not file complaints against contractors. Only those that have contracted with them. State law says anyone harmed can file a claim / complaint. They were asked in writing to produce the legal information that suggested they are not obligated to investigate fraud if it was not reported by the person who did the contracting and they have refused to put that in writing. I'm still working on that.

No clause in a contract can excuse fraud - the owner committed disclosure fraud by not disclosing defects prior to contract acceptance in accordance with CA 1102. The owner lost title to the property at time of contract acceptance. The owner's attempt to block a move to settlement without providing a release of liability for fraud is in fact coercion and will not suffice to relieve him of liability.

Appendix 1 - Email from Claims

On Tue, Aug 29, 2023 at 10:25 AM Krimor, Svetlana <Svetlana.Krimor@contractor.com> wrote:

Dear Mr. Canary,

Thank you for your emails and documentation, relative to your claim against the contractor's license bond of David Woodbury Painting.

Please recall, the conditions for your recovery of damages from the license bond are set forth in Section 7071.5(c) of the Contractors License Law, as follows:

"A person damaged as a result of a willful and deliberate violation of this chapter by the licensee, or by the fraud of the licensee in the execution or performance of a construction contract."

Sections 7107, 7109, 7110 and 7113 are the applicable provisions of the CLL, relative to your claim of incomplete/poor work. You also reference "fraud," which is evaluated under Section 7116 (copy attached). However, please note that any issues with the quality of the principal's workmanship are properly evaluated under Sections 7109/7110.

You purchased this home "as is." Section 11 of the agreement provides as follows:

"CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights;."

Consequently, it appears that the principal would be relieved of any liability regarding the condition of the home. In this regard, please refer to the case of Andrew Loughrin v. The Superior Court of San Diego (1993) 15 Cal.App.4th 1188, 19 Cal.Rptr.2d 161, wherein the court refers to the case of Ivan Lee Shapiro v. Tieh Ming Hu, (1986) 188 Cal.App. 3d 324, 233 Cal.Rptr. 470, as authority concerning an "as is" provision in the sale of property. Specifically, in the case of Ivan Lee Shapiro v. Tieh Ming Hu, the court notes:

"... any sale of a property "as is" is a sale of the property in its "present or existing condition;" the use of the phrase "as is" relieves a seller of real property from liability for defects in that condition. The only exception to this principle is when a seller, through fraud or misrepresentation, intentionally conceals material defects not otherwise visible or observable to the buyer."

Given the legal authority set forth above, we can conclude that an "as is" phrase in escrow instructions would relieve the seller of the property from any liability or workmanship defects relative to the property. It would also appear that since the seller hired the principal to perform the work in question prior to the sale of the home, the principal would also be relieved of any liability. The only circumstance in which the seller and/or the principal could possibly be held liable for the condition of the home, would be if they intentionally, through "fraud or misrepresentation," concealed defects in the home that were not visible or observable by you. However, this does not appear to be the case as the agreement provided you with an opportunity to have the home inspected, prior to the sale, and, it appears that you would have done so.

In addition, the principal disputes that any defects were concealed and disputes that some of the issues which are the subject of your claim were his responsibility. A copy of the principal's response is attached.

Furthermore, it is not clear that you have incurred or will incur any costs to correct the principal's work. You submitted requests to licensed contractors asking them to provide estimates to you, "knowing that [they] will not be performing the work" and specifying that you will be doing the work yourself. Consequently, these estimates are not valid because you will not be incurring those costs.

We would be happy to review any response that you may wish to provide.

Pursuant to our obligation, we are forwarding a copy of your most recent documentation to the principal for review and response.

We will provide you with further status as soon as possible.

Sincerely,

[REDACTED]

Claims Supervisor

Markel Surety

Markel Insurance Company/SureTec Insurance Company

California License No. OD95581

Phyllis Modlin, Qualified Manager, California License No. 2M36698

P.O. Box 5008

Woodland Hills, CA 91365

Direct: (818) 867-6004

www.markel.com

www.markelsurety.com

Appendix 2 - Photos





Appendix 3 - CA Codes - Relevant for Payout

7071.5 - Standing for Payout on Contractor Bond

§ 7071.5. Contractor's bond (Second of two; Operative July 1, 2012)

The contractor's bond required by this article shall be executed by an admitted surety in favor of the State of California, in a form acceptable to the registrar and filed with the registrar by the licensee or applicant. The contractor's bond shall be for the benefit of the following:

(c) A person damaged as a result of a willful and deliberate violation of this chapter by the licensee, or by the fraud of the licensee in the execution or performance of a construction contract.

7107 - Abandonment (not applicable at this time)

§ 7107. Abandonment of contract

Abandonment without legal excuse of any construction project or operation engaged in or undertaken by the licensee as a contractor constitutes a cause for disciplinary action.

Added Stats 1939 ch 37 § 1.

7109 - Departure from Acceptable Trade Standards, Departure from plans or specs (RELEVANT)

§ 7109. Departure from accepted trade standards; Departure from plans or specifications

(a) A willful departure in any material respect from accepted trade standards for good and workmanlike construction constitutes a cause for disciplinary action, unless the departure was in accordance with plans and specifications prepared by or under the direct supervision of an architect.

(b) A willful departure from or disregard of plans or specifications in any material respect, which is prejudicial to another, without the consent of the owner or his or her duly authorized representative and without the consent of the person entitled to have the particular construction project or operation completed in accordance with such plans or specifications, constitutes a cause for disciplinary action.

Added Stats 1939 ch 37 § 1. Amended Stats 1963 ch 1611 § 1; Stats 1988 ch 1619 § 4, effective September 30, 1988.

—See *Business & Professions Code Section 8556 Removal and Replacement of Pest Damage Areas; Application of Wood Preservatives; Contracting for Performance of Soil Treatment Pest Control Work*, in *Appendix*.

7110 - Disregard or Violation of Statutes (not applicable at this time)

§ 7110. Disregard or violation of statutes

Willful or deliberate disregard and violation of the building laws of the state, or of any political subdivision thereof, or of Section 8550 or 8556 of this code, or of Sections 1689.5 to 1689.15, inclusive, or Sections 1689.10 to 1689.13, inclusive, of the Civil Code, or of the safety laws or labor laws or compensation insurance laws or Unemployment Insurance Code of the state, or of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code), or violation by any licensee of any provision of the Health and Safety Code or Water Code, relating to the digging, boring, or drilling of water wells, or Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code, constitutes a cause for disciplinary action.

Added Stats 1939 ch 37 § 1. Amended Stats 1949 ch 1433 § 1; Stats 1965 ch 583 § 1; Stats 1968 ch 804 § 1; Stats 1969 ch 820 § 3; Stats 1974 ch 433 § 2; Stats 1979 ch 747 § 1.5, ch 1012 § 1.7; Stats 1994 ch 362 § 1 (AB 2719); Stats 2002 ch 1013 § 61.5 (SB 2026); Stats 2010 ch 415 § 22 (SB 1491), effective January 1, 2011.

—See Public Contract Code Sections 4107 and 4110.

7113 - Disregard or Violation of Statutes (not applicable at this time)

§ 7113. Failure to complete project for contract price

Failure in a material respect on the part of a licensee to complete any construction project or operation for the price stated in the contract for such construction project or operation or in any modification of such contract constitutes a cause for disciplinary action.

Added Stats 1939 ch 37 § 1.

7116 - Willful or Fraudulent Act injuring another

§ 7116. Wilful or fraudulent act injuring another

The doing of any wilful or fraudulent act by the licensee as a contractor in consequence of which a nother is substantially injured constitutes a cause for disciplinary action.

Added Stats 1939 ch 37 § 1.