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Cover Letter

5/28/2024

RE: Canary v Tracy Travaille and Travaille Transactions
Concerns with Demurrer Extension
Concerns with Attorney Misconduct - Henry Huff - Jeffry Ta - Lagasse Branch Bell and Kinhead

Dear Judge Panetta - :

This document is being written to supplement and clarify the Defendants notice of 30 day extension to file a Demurrer.

With this Declaration I am not seeking action to “reverse” their 30 day extension or to properly challenge it.

1. If they eventually communicate demurrer points based on law, I will amend my complaint.
2. If they can not, I believe I should amend it anyway. It wasn't my best work, and I believe I can make it laser focused with a second pass. I am not sure of the process for that but I'll fumble through it if we don't get ejected from this process for some other reason.

I believe the Defendants Attorney's level of 1) gross incompetence and / or 2) willful manipulation of process is worthy of admonishment.

From online research, it seems Judges are not supposed to get involved with Attorney Misconduct and Attorney Incompetence. With this notice I'm not demanding that you get involved. Admonish only if you see fit.

1. I realize Attorney misconduct is supposed to be relegated to the CA Bar.
2. I realize there are differing views between Judges about the level and nature in which they should or should not play referee between Attorneys, especially when one is in Pro Se.
3. Without needing to state the obvious, everyone knows the CA State Bar is the source of incompetence driving all of these Attorneys. Everyone also knows the CA State Bar has been and still is involved in numerous forms of racketeering. Everyone also knows Ismail Ramsey, ex Racketeering Defense Attorney, is now a Prosecutor for the US Attorney General's office. That was a Feinstein related nomination that is absolutely incomprehensible. Thus my frustrations. With these facts alone, an air of a properly functioning legal system is beyond questionable now at face value.

Please also note, I know some of my own comments are extremely strong.

1. I already accept the fact we may agree to disagree on what is civil and appropriate. To be clear. Nothing about our experience was “appropriate” and for anyone to ask for “appropriate” in return for 38 years of legal lobby “inappropriate” is patently inappropriate.

2. This experience has been a very tortuous and damaging experience.
3. This experience has given us the experience to state our strong opinions about our experience with absolute confidence and clarity.

We were damaged because Courts of Equity were merged with Courts of Law in an improper fashion in 1938.

1. My frustration stems from that initial fact
2. I'm having to establish a portion of the Canon for Equitable Law related to Real Property and Common Law Fraud to get around very manipulative, incompetent and/or deviant Attorneys at Law who care more about process, form and cheating to win, than competing on merit, by a mile. And the Judges are just running on cruise control?
3. None of this fraud would have been considered, much less transpired, had Courts of Equity not vanished over 80 years ago.

We were damaged by a 38+ year legal lobby fraud that would NEVER have been able to start, much yet flourish with Courts of Equity intact.

1. The fraud is based on manipulation of the very laws and common knowledge that made Courts of Equity unique and beneficial .

Diligent Judges overseeing Cases and Appeals in the early 1990s called out fraud related to Real Estate Brokers, their Contracts, and by translation, the Attorneys writing them in short and simple case precedents that would never have been required had Courts of Equity not been lost.

1. Those case precedents seemingly resulted in no followup by the Judicial, Legislative or Executive Branch of California for correction in a State Regulated industry intended for Consumer Protection.
2. Where was the followup? Real Estate Brokerage is NOT a free market enterprise. It's supposed to be a regulated and controlled market for Consumer Protection?
3. Ironically, we can actually now NAME some of the Attorneys who were involved in the fraud back then, because they are still involved now and they seemingly just "flipped the bird" to the CA Judicial branch.
4. That's exactly what our facts expose, and it gets worse.

According to a man who introduced himself as a retired attorney and current Judge in the 2nd floor law library in the Monterey Court building in late March 2024, "fix up and disclose fraud schemes run by the brokers is something we see all the time". Excuse me?

1. According to him, the problem I am going to have is that the "big attorneys or law firms from San Francisco will come in and squash my case". Sounds about right. That's what I've been dealing with for the past few years , in this case as well and in all the others, as if this was to be my full time job?

2. And he said that with a straight face.
3. So what exactly is it that's been running through the Courts as well and who's been letting all this fraud slide through the courts ?

We got "hammered" in this transaction by an "army" of fraudulent players.

Can you imagine what it's like to then learn that people have been getting harmed by this for decades with the courts being fully aware of the problems. Civil Attorneys are doing some of the cover up work in the courts, as well as via confidential mediation, and the DA's have all been looking the other way ?

As part of the active RICO Enterprises and/or as part of a gross display of "business as usual", all seven of the Attorneys we have engaged with so far has displayed some level of fraud, attorney misconduct or very questionable behavior. All of them are swimming in RICO Activities with or without full knowledge of all of it?

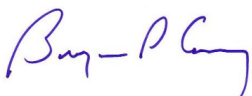
My concern is if I don't push push back properly, and early enough, as is appropriate for this level of ongoing fraud that has been ignored for far too long, they will steamroll us out of our own complaints, as one young, local, female attorney, Ashlee Gustafson, who sits on the Monterey County Women Lawyers Association (MCWLA) has already done.

For clarity, the rest of this letter is about only two of six attorneys I'm having to engage with in six cases so far related to the same transaction. These two are related to the case referenced in the header which is your case to support.

The skeleton of facts presented by Attorneys Huff and Ta were accurate.

1. However, they made no competent attempt to provide demurrer points with any semblance of a proper legal basis.
2. Arguments can be presented which indicate they engaged with their client to benefit from the RICO Enterprise Strategies all parties are informed of, although they have already backfired in a surprising way.
3. Now they are without any viable defense.
4. I believe you may also be able to see what I see with ease if I can share it with you properly.

Again, no action is required unless you deem it. I'll continue to work with them to get their valid demurrer points, which are in fact unknown at this time. Then I'll try to work with them to provide an amended complaint inclusive of any concerns they present that are actually based in law.



Bryan Canary

In Pro Se by Requirement and not happy about it.

Attorneys Huff / Ta - An Incompetent and Fraudulent Defense -- RICO motivated engagement?

This portion of the document gives rise to thoughts related to:

1. Malpractice with affects / damages to third party
2. Abuse of Process
3. Commercial Interference
4. RICO Engagement Motives

A separate file with all emails and all dialogue has been provided for reference.

Rule 1.1 of the Attorney code of Conduct is related to "Competency".

1. An Attorney shall not take on a case in which they have no core competence
2. An Attorney shall not present an incompetent defense
3. An Attorney shall not be incompetent in process.
4. Etc etc.

In summary, Huff sought to schedule a phone call to discuss demurrer without providing points of demurrer or legal basis for the demurrer points that were absent.

1. The CCP clearly indicates a phone dialogue is required prior to filing a demurrer. It indicates as part of the demurrer review process the points for the demurrer are presented with legal basis.
2. A phone call is an event, not a process. Anyone seeking to be efficient on such a call would expect to know the points and legal support for them prior to scheduling a call so they could speak intelligently about them on the call.
3. Furthermore, when points are conveyed in writing prior to the call, in most cases, they should or would help rapidly define information that may eliminate need for call / demurrer.

QUESTIONS ABOUT THE CCP PROCESS THAT IS DEFINED FOR MEET and CONFER...:

1. HAS THIS CCP PROCESS BEEN UPDATED SINCE THE ADVENT OF EMAIL?
2. DOES IT MAKE SENSE TO DEMAND AN UNSUPERVISED, UNRECORDED PHONE CONFERENCE BETWEEN OPPOSING ATTORNEYS, ESPECIALLY IF ONE IS IN PRO SE?
3. THIS PROCESS MIGHT HAVE MADE SENSE WHEN ONLY MAIL OR FAX WERE IN USE. IT FORCED A MORE PERSONAL ATTEMPT AT RESOLUTION. WITH EMAIL, DOES THIS MAKE SENSE ANYMORE?

To supplement this line of questioning, I got a request from the Corporate Attorney for Coldwell Banker to set aside 60-90 minutes for a demurrer call. He seemed truly surprised I asked for written points first as well.

1. Why on earth should anyone in Pro Se feel it's a good idea to pin themselves into a phone call where manipulative attorneys can use charm, charisma, and their superior control of language, legal knowledge, the art of suggestion, FUD techniques and other hypnotic techniques to "discuss" a complaint written by someone they'd know was far less educated in those areas?
2. What are the chances someone in Pro Se gets off a 60-90 minute call with an opposing attorney feeling as if they have a prayer in hell at making it past that step in the process?

I sent the following email message to Huff / Ta AFTER...

1. AFTER they asked for a call without providing any demurrer points or legal basis for absent points
2. AFTER they failed to respond to my request for points for 5 days forcing me to follow up
3. AFTER they responded with "outrageously incompetent" demurrer points that should never have been put on paper or even considered, one of which looks like a canned response by someone who wrote disclosure documents to create a loophole not soundly rooted in law.
4. AFTER they were given a short and clear warning about their incompetence with technical clarity
5. AFTER a detailed document was delivered explaining their incompetence to them, as well as outlining concerns about their engagement in a RICO driven scheme
6. AFTER they filed a 30 day extension claiming they had made a good faith attempt to discuss demurrer, when in fact they have no open demurrer points outstanding, and those provided were worthy of malpractice claims.

==== Email Text From Canary to Huff / Ta AFTER all that transpired... =====

Meet and Confer in general

1. *You all seemed to have been trained to follow those instructions to get on the phone for reasons that are illogical to someone in Pro se.*
2. *You were taught to do that to keep facts out of writing and/or for billing purposes, and/or for illegal conferring benefits that are not logical to someone in Pro Se .*
3. *Think about it for a moment.*
4. *Why would anyone engaged as opponents want to truly do anything not in writing?*
5. *Especially when one views the other as a predator and not in a mutual way?*
6. *No one whose only goal is to get to disputed facts with no room for he/she said manipulation would ever get on unrecorded calls with attorneys. you all won't even tell the truth about written documents.*

Phone conference -

1. *As a continuation from above, you and I will never get on an unrecorded phone call, and even then I doubt I'd participate. .*
2. *We will work through this in writing.*
3. *We can stipulate that if needed. or you can tell the court I'm not playing and I'll tell them why not.*
4. *It's illogical to ask anyone in Pro Se to get on a phone with an attorney for 1000 very sound reasons.*
5. *Attorneys are the most untrustworthy and manipulative professionals on the planet.*
6. *Talking to one on a private non recorded call and expecting sincerity or honesty is worse than expecting safe sex from a hooker high on meth.*
7. *If we need to have a call, I'll call your assistant, say hi and then we'll hang up.*
8. *I can be kind to you in writing.*

9. *I will not be that way on the phone given the role you are playing to protect a serial financial predator.*
10. *If we meet in court somehow, there will be space between us and ppl present. That will keep me as close to proper as I can get in the company of predators. But I'll make it obvious what my thoughts are verbally just as I'm doing it in writing now.*
11. *it will come out sounding smooth as honey, but the words themselves will be far from it.*

=====

I went on to state the following:

=====

This next part doesn't apply "as much" to Tracy , assuming she's paying her own defense bills. If she's getting cover from an insurance company or one of the brokers she's been fronting for, then it applies equally to her and them to.

This does not belong in "civil court".

1. *You all and I had no business in "civil litigation".*
2. *Civil court is for people who start out in contracts and contract disputes*
3. *Civil court is for two people who commit fraud on each other or one on the other of same stature*
4. *Civil court is not for Bryan Canary v Apollo Mgt Group or Anywhere RE or even Coldwell Banker for that matter.*
5. *Yet here we are...*
6. *This belongs in criminal court . but there's a problem. The only reason it transpired is because the legal system in CA got taken over by gypsy clans in the 1960s and they then took over the entire legal system in ca too. civil and criminal*
7. *The case precedents show the judges in the early 1990s weren't corrupt. So why didn't the case precedents get reflected in the contracts? Vickie and her clan are a very powerful bunch.*
8. *No joke. This predates your birth by decades.*
9. *The problem now is that the legal lobby is so heavily corrupted by all of them now, the DA and the rest of them were overrun decades ago so the criminal courts are defunct for this too.*
10. *Thus, this actually belongs in front of a Military Tribunal. The outcome for those preying on fellow citizens for decades in david v goliath fashion are due for death squads..*
11. *I realize that may sound like la-la land to you and many others right now. I've been doing what I've been doing a long time. I didn't go into the military but you may want to ask yourself how I got this far already.*

=====

The concept of "efficient communication" for purposes of identifying facts in contention for efficient dispute resolution seems to be lost on Huff , Ta and the same is transpiring with a Corporate Attorney related to another transaction who is currently working for Coldwell Banker via their Holding company Anywhere Real Estate (fka Realogy).

1. The fact that the Corporate Attorney there seems to have overlapped at the NRT / Coldwell Banker Legal Office for a year with one of the “masterminds” and controllers of this fraud is only one of a DOZEN or more concerns I’m dealing with right now.

As for Huff / Ta, as non-corporate Attorneys, they need to bill hours or bloat dialogue to remain financially solvent.

1. Everyone knows that and everyone knows efficient dispute resolution runs contrary to their economic interests. Who knows what Tracy has been told so far about their incompetence. Who knows what she was sold for a defense. Who knows how much she’s paid or is thinking she’s going to pay for a barbaric defense attempt so far. It’s difficult to believe she actually approved that defense.
2. This comes as no surprise to anyone who’s thought about this for even 10 minutes.
3. I’m just stating the obvious and pointing out the economic and competitive benefits to them for a “phone conference” which runs contra to everything that is important to someone in Pro Se.

By omission Huff / Ta failed to include the fact that neither replied to my timely response to their initial outreach for 7 days.

I, the guy in Pro Se, had to initiate a followup to Huff / Ta after 7 days to get his demurrer points to keep the dialogue moving forward.

I, the guy in Pro Se, had to “force” demurrer points from Huff / Ta in writing after 7 days to keep the dialogue moving forward.

I, the guy in Pro Se, had to celebrate standing my ground and forcing that dialogue to writing, as no one would have believed the incompetent and arguably fraudulent approach they attempted to use for demurrer points for their client.

Details related to their response and the subsequent dialogue are in the next section.

Demurrer Details and Dialogue

This is Huff's response verbatim with my formatting:

Defendants cannot be liable for the damages because:

- 1. Defendants made no communications or representations to you regarding the sale of the subject property.*
 - 2. As third-party transaction coordinator, Defendants' role was to facilitate the administrative side of the sale in a neutral manner, not to make representations about the property itself. Defendants did not act on behalf of any party to the transaction.*
 - 3. Furthermore, Defendants were not under a fiduciary duty to you because sellers' agents and third-party transaction coordinators do not owe fiduciary duties to buyers in real estate transactions.*
-

If you don't understand what's wrong with these responses right away, due to lack of industry knowledge, I summarize it below. Additional documents to support my position on this have been provided as well.

I'm going to address the Huff / Ta Demurrer points in the order of 2, 1, 3 and in brief. Details are in supporting documents.

2 - Third party Transaction Coordinator

- Huff / Ta presented a defense for a third party transaction coordinator as if she was a neutral party. It reads as if she was something more like a mediator.
- Nothing could be further from the truth.
- A transaction coordinator assumes the duties and roles that an Agent would perform in the absence of a transaction coordinator. They are not supporting an agent, they are a surrogate for agent duties, which in fact is a huge problem to discuss separately.
- Thus, a transaction coordinator is aligned with only a buyer OR seller.
- At this point, it's not believed Huff / Ta were trying to "bluff" or "fool the court".
- It's believed they took my phrase, "third party transaction coordinator" and simply read into it, without confirming with their client what it meant. Without confirming if she was a neutral party, which she was not.
- Attorneys are to represent defenses for their clients, not fabricate defenses their clients would not or could not declare as truthful.
- The incompetence here is starting for someone in Pro Se facing a staff Attorney and a Partner that are seemingly without industry knowledge and seemingly did not discuss this defense with their client.
- Or worse yet, did they know all this too and just try to gaslight me?

1 - Communications and Representations

1. When the role of a transaction coordinator is understood as someone working as a replacement for the Seller's Agent, the false nature of communication and representation involvement is evident at face value.
2. The Defendant was conveying and communicating all representations for the seller AND some on behalf of the Seller's Agent.
3. The Defendant conveyed incomplete documents and the exact nature of the incompletions are called out in case precedents as fraudulent acts with consequences.
4. Again, I don't feel Huff./ Ta were bluffing. It appears to be sincere incompetence. Or they were, and in the face of confrontation they feigned ignorance.

3 - No Fiduciary Duty owed?

1. What Huff /Ta presented related to Fiduciary Duty is "sacrilegious" to a Buyer, given the buyer pays no fees for services and is told they can and even must "trust" both the Sellers Agent and Buyers Agent to complete the transaction.
2. The form with the statement of duties owed to a Buyer is found State Statute.2079.16

To the Buyer and the Seller: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

3. The Foundational definition for "fiduciary" in broadest terms as found via a simple google search is a relationship established on "trust".
 - a. Does anyone think it's a good use of court resources to debate whether the duties of honesty and good faith are the same as being trustworthy?
4. No broker or agent would ever or should ever claim they had no fiduciary duties to all parties in the transaction, especially given the "chosen Broker for a buyer" is formally called a "sub agent for the Selling broker" and is paid by the selling broker. Saying something like that In a social setting would be commercial suicide.
5. In a legal setting it should have been viewed as a non-starter and never uttered, yet they presented it in writing for their client? (but only after two requests and an attempt to avoid it)
6. The Huff / Ta defense was without any rational thought. It feels like a "canned response" that was likely "taught", not creatively surmised by the two of them with a glance of the 2079.16 prose.
 - a. Who told them to try to use that canned response?
 - b. Where did that idea come from?
 - c. If it was from their own creativity I would be surprised.

7. Paragraph 2079.13 defines the words relevant for duties due to a buyer.
 - a. Oddly the word fiduciary and fiduciary duty, two of the most important words in such a situation in which a Buyer is being guided by people they are paying no services for, are NOT defined. Especially given "Breach of Fiduciary Duty" is the primary source of relief for harmed transaction principals?
 - b. Yet "Fiduciary" is used in the document created by 2079.16 ?
8. Research into the CA DRE "Reference Book" and other CA DRE publishing provides no support for the idea that fiduciary duties are limited to acts between agent and designated principal only.
 - a. However the way the form was written in statute, it would suggest there might be, but with no legal basis.
 - b. If someone were to try to use the document to define law, instead of law to question the document, it would lead to this type of "pre-canned defense".
9. It seems Huff ./ Ta were either relying on a "cheat sheet" that may have been published for simple defenses or maybe it was provided via seminar or a consultation with people like those employed at the Broker Risk Management Group.
 - a. They are the ones claiming to be involved in the composition of the three contracts currently used in the state.
 - b. They are not an independent, third party Law Firm writing transaction documents.
 - c. They make it clear they are providing protective legal services for brokers, yet they are also declaring they are involved in writing transaction documents for the industry?
 - d. As an ex Racketeering Defense Attorney is to a current Racketeering Prosecutor, this too is fully corrupt.
10. If the documents were clean, there is no foul but that is NOT the case.
 - a. The contract documents are as dirty and biased as one could ever imagine as are the statutes.
 - b. Who was writing the statutes for the state?
 - c. Probably the same people that are protecting the Brokers and writing the contract for them. After all, the state relies on "industry experts" to do that work and by proof we can tell you there are NO EXPERTS in the state related to prosecution for real estate fraud. Only defense experts.
11. This is Racketeering. It can be seen and proven via the documents in play and the facts presented on the Broker Risk Management website at face value, as presented by them.

38+ Year RICO Scheme Summary

To summarize, there is a RICO Scheme that has been in play since at least 1985, and presumably far longer.

I've alluded to it in various ways in my complaints and support documents.

In the past few weeks we've been able to identify by name and company name three and possibly four Attorneys who are managing and supporting the scheme at the document creation level for documents affecting all transactions across the State of California.

At the top of the scheme, Attorneys with a vested interest in protecting broker and agent interests are creating transaction documents for use across the state.

1. A simple 10 minute review of the documents proves they are not remotely inline with law, case precedent or statute. They are not remotely inline for what would be expected by 40 Million taxpayers.
2. Defense Attorneys for Brokers who are actively engaged in offering defense services and consultations, are actively engaged in and leading the creation of the statewide contract documents with no third party or auditor supervision to ensure the documents are neutral (which they are not).
3. The documents lead to harm to buyers (and sellers) to the benefit of brokers and many others. The professionals in the transaction now act sloppy because they've known for decades there is no recourse for harmed buyers or sellers.
4. Any Civil Attorneys with even a morsel of a heart or soul left can't step in to defend anyone harmed, such as us, because they are fighting a leviathan now that has grown beyond the scope of any individual or group -- and stepping in can only lead to a win if ALL THE INFORMATION we are sharing about the Legal Lobby is exposed, and no Attorney will do that.
5. If / when a buyer attempts to gain representation there is NONE TO BE HAD. We can prove that beyond all doubt.
6. If / when professionals are sued for fraud, attorneys from all disciplines including Environmental Law and Employment Law are eager to provide services for them, because the defenses are pre-canned in the documents. While they are NOT rooted in law, what opposing Attorney is going to point that out? Doing so indicates his own lobby in RICO. Surely the circle for this fraud is becoming clearer now?
7. The RICO Attorneys at the top of the fraud are creating documents that invite fraud into transactions.
8. That creates unnecessary disputes.
9. The RICO Attorneys at the bottom, many of whom have specialties far away from real estate or construction are benefitting from unnecessary dispute resolution while feigning ignorance of the bias in the documents and the canned responses they are using for defense.

In my response to Huff / Ta, I shared all of this , albeit maybe a bit less clear given I had a chance to rewrite and summarize here.

My goal was to make sure they were informed and warned about our view of the nature and source of their engagement before they took another step forward.

As far as I'm concerned,

1. Their engagement with their Client was a RICO related act.
2. Their presentation of the incompetent demurrer points was/is a RICO related act.
3. Absent an extremely clean response from them in the future, they will be further indicting themselves in a RICO Enterprise.

The Defendant deserves to be heard. HOWEVER, how can that transpire with Attorney Representation without RICO implications? Attorneys created the fraudulent documents which gave rise to the bad behavior, which gave rise to the complaint, which gave rise to fees for services that would not have been required otherwise? The very nature of any Attorney engagement in this is a RICO Enterprise benefit that should have consequences.

To be clear.

The Defendant deserves a chance to be heard in court.

However, I do NOT see how that can happen with any counsel, given any and all fees she pays for representation and any fees they earn for representation are actually resulting from disputes arising from the use of fraudulent documents which had one foreseeable benefit to the legal lobby of fees for handling unnecessary disputes.

Those fraudulent documents and those that know how they work encouraged her to do fraudulent acts via the suggestion of

1. "its legal" and/or
2. " Don't worry about fraud. You can't be sued b/c nobody will take their case. The Attorneys can't take the harmed party's case because they'd have to expose their own lobby to do it!".

The Defendant happens to be a Licensed Real Estate Broker, although as it turns out that wasn't required to act as a surrogate for an Agent in someone else's brokerage.

The Defendant should have known the documents were fraudulent from her own Agent and Broker training decades ago. Albeit it appears that may have all been hijacked as well.

The Defendant could have used a morsel of common sense and reasonable inquiry that transpires when she is told someone should be told the roof leaks in winter AFTER they make a binding offer. (Clause 14A), but

that's just dumb and asking too much of someone who should have been able to look at the contract and know it was filled with fraud with a 5 minute glance.

Amended Response - with or without Huff / Ta's demurrer points established ?

In my response to Huff / Ta, I did acknowledge that for court efficiency it would make sense for me to file an amended complaint to remove the reference to "fiduciary" throughout the report.

I can reference the duties owed without that phrase and make note of the vocabulary concerns summarily.

With an amended complaint, serious debate about that word might only apply if the Cause of Action for "Breach of Fiduciary Duty" became relevant because causes for Actual Fraud, constructive fraud or negligence failed to suffice for remedy. That's assuming she has a Defense Counsel left by the time I'm ready to serve the Amended Complaint.

Huff / Ta have already been provided the names of the Malpractice Attorneys sought out by the Sellers Attorney and his law firm. It's unclear if they've made contact yet, but obviously they haven't sought protection yet.

For now, I will continue to try to work through this process with Huff ./ Ta and their Defendant.

1. It is my opinion that they have acted in a grossly incompetent manner with regards to subject matter.
2. It is my opinion they were also grossly incompetent in executing a meet and confer process with written dialogue. Nobody in Pro Se should be asked to speak with an opposing attorney about a demurrer or other relevant legal topic without something in writing outlining points of contention and legal basis first. That's absurd and it is a clear tactic I've now seen attempted twice. One from them and once from the Coldwell Banker Corporate Attorney. I imagine I may see it several more times as this progresses.
3. It is my opinion the employment and engagement of Huff / Ta is the result of engagement in a RICO Enterprise.
4. Ta is a Partner, who promotes Real Estate industry services in his biography, at a company that posts no real estate services on their menus. Given his approach to demurrer, the source of his knowledge and the manner in which the Defendant found him should be of interest and concerning as well.
5. It is my opinion that Huff, an Associate, has had enough legal training to know what he attempted was about manipulation not proper engagement. The level to which he knew about the larger real estate RICO situation via his Partner or his own experience is indiscernible.
6. I've asked them for procedural guidance for writing and submitting an amended complaint. If they don't help out I'll figure it out.

Included are documents conveyed to Huff / Ta just to round out the documentation they referenced as part of their extension process.

Inclusion of Letter to Will Fiske, Coldwell Banker's Corporate Attorney was intentional

Please note, I did provide them a copy of the letter to Will Fiske, the in-house attorney for Coldwell Banker .

That was not an accidental inclusion.

I felt it contained information in it they may want to review before deciding if and how they might want to proceed further.

I didn't feel like rewriting it for them as well. Thus, that was NOT an accidental inclusion.

Statement from Licensed Real Estate Broker in Monterey County who engages now for his own investment purposes only. "The CAR Contracts are written first and foremost to protect the agent"

This is from a Licensed Broker. He was not aware the contracts were fraudulent. He had trusted the Attorneys and believed the odd contracts which suggested the disclosure process transpired through escrow was legit (no matter how illogical). . In order to try to be "fair" he describes a custom disclosure he would provide, without realizing that custom disclosure actually contradicted his clients rights to information as confirmed via Jue v Smiser and the foundational principles of Contract Law and representation. They were all snowed by the Attorneys for decades.

Re: Bayview Road - ws1 - system wide notice - 48 hours to respond

← Mike [REDACTED] Jan 10, 2024, 6:05 PM ☆ Reply ⋮

to me ▾

As far as real estate and contracts I will say this. Out of 2000 so called active real estate agents in Monterey County back in the early 2000s there were maybe 10 who I considered both honest and competent. The rest of them had very little to no idea what they were doing or were crooks or both. Usually with high credit card balances and they would say or do anything to close a deal. Every agent has a fiduciary duty to put their clients interests ahead of their own interests. That very rarely happens.

The CAR contracts are written first and foremost to protect the agent, then to protect the buyer or seller or to disclose things that the buyer or seller should be aware of.

I always added my own custom disclosure : All of the reports provided to the buyer including but not limited to home inspections, title reports, septic inspections, MLS listings are provided as a courtesy only and have not been independently verified for accuracy or completeness. Buyer is strongly encouraged to independently verify all of these reports prior to close of escrow to satisfy themselves with all conditions.

Monterey County Courts need to protect Harmed Citizens forced into Pro Se by Legal Lobby RICO Schemes created by out of town Defense Attorneys that then benefit other out of town Defense Attorneys who may then call those that created the schemes for paid consultations...

As near as I can tell, some San Francisco Attorneys were interested in profiting from a Monterey Dispute related to a Monterey County service provider who I feel has likely been providing grossly fraudulent services for decades and to 1000's of people in our community.

I don't feel like getting steamrolled and I don't feel others in our county should be exposed to her or the use of out of town Attorneys who have no vested interest in seeking proper consequences for improper behavior in our community.

As a result, I'll push back in a way I feel is appropriate as someone forced into Pro Se via a very crooked Legal Lobby scheme that originated outside of our county but affects all of us with no way to work around it right now.

I'd encourage the County Court and County Judges to push back too, if there is anything inappropriate the out of town Attorneys have engaged in or attempt to engage in moving forward.