

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

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

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Request for Case Review

6/10/2023

RE: CA 1102 was established in 1994 to regulate the Real Estate Disclosure Process
Clause 14A in standard, Statewide Contracts inverts 1102.3 for confusion, control and profit
Industry Wide Real Estate Brokerage Fraud and a Trillion \$ Hoax in play for 30 years
CA Real Estate Attorneys are Complicit and Culpable for sustaining this situation as well

Dear Monterey Bay Civil Litigator:

All California Homebuyers are currently trapped by rogue Real Estate Brokers and their Agents in a very nasty situation. Buyers Brokers are providing "inverted" contracts for use that suggest to Buyers they have far less legal rights than they do.

We feel we need help from Attorneys who have not made a living as a "Real Estate Attorney", as should become evident very shortly. To date we have only identified one Attorney in the State that has an "ideal profile" for our case, but he is in Los Angeles.

His name is Abraham Sandoval, and his Case Precedent is what we are trying to use to motivate some of you locally to help us with this situation.

Jimenez v Capero et al -- Case Precedent for Broker Involved Disclosure Fraud

The precedent in Jimenez v. Capero Investments Inc. & Louis Brian Teque is head turning. .

\$500,000 in punitive damages were awarded for Broker Involved Disclosure Fraud on a \$370,000 home that had material damages of about \$100,000. That should turn every Attorney's head.

In theory, It should assist us with finding and motivating local, non-real Estate Attorneys to get involved.

In reality, in smaller communities where most Attorneys know each other and the Real Estate Brokers in their Communities, it may not be enough to overcome friendships that are masking a very grand and long standing hoax.

The Monterey Bay Area is a very small community. We aren't sure if we are going to be able to find any Civil Attorneys who have not previously focused on Real Estate Law to properly take on a case that may pit them against their Real Estate Peers and a very powerful Broker Network that has been covering up this fraud for decades.

It seems a video of the Jiminez trial can be purchased for education. That should help with orientation, as needed, although this is so straight forward it may not be required.

In that case, Sandoval exposed the under belly of a Rogue Run Real Estate Brokerage Industry that most not in the industry and not familiar with Broker Involved Disclosure Fraud will struggle to imagine.

He also complimented Attorneys who presented a preposterous defense. Courteous, but it also shines a light on the Attorneys who will present preposterous defenses for criminal clients if there is enough money to be had.

In that case, the jury exposed the VENOM community members have for a Real Estate Brokerage industry that went rogue decades ago AND for Attorneys presenting an illogical defense. A waste of everyone's resources that reflects back financially on the defendants, in many cases.

The \$500,000 punitive award was a surprise to Sandoval, and it was more than just telling...

... it was a distress call from Community Members telling everyone that the California Department of Real Estate (CA DRE) and the California Attorney General's office (CA AG) have fully and completely lost control of oversight of the entire Real Estate Brokerage Industry, if they ever had it.

I believe you will be able to understand why the Precedent, the Jury's Punitive Damage award, and a need for Attorneys distanced from Residential Real Estate is a requirement for us as soon as this situation is detailed.

Let me do that now, and then, hopefully, you can help us out, one way or another.

- The Outline / Brief / Summary / Opening Statement below is provided to get you into the flow and mindset needed to process a hoax this large.
- Then the hoax itself is revealed in a short paragraph with bullets. It happens fast, it's easy to follow as I've presented it, and all the documentation needed for verification is contained in an Appendix in this document.
- This reads easier than a technical draft might because I have omitted some detailed references, like the name of the industry wide contract, "RPA-CA", which has an approval stamp from the California Association of Realtors, (CAR). Those types of details were omitted from the sharing below to get the point across first. Those can be added back in later.

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Case Outline / Brief / Summary / Opening Statement

Case Introduction / Introduction to Clause 14A Hoax

This case is about a 30 year, industry wide Hoax related to contract clause 14A, which “suggests” statutory Disclosure Documents, including the TDS (Transfer Disclosure Statement,) are due to the Buyer AFTER Contract Acceptance.

Linguistically, it all reads well.

Unfortunately, State Law and a logical approach to fair negotiations indicates the TDS is due to a Buyer BEFORE Contract Acceptance, not after.

If a buyer is bidding on a home in summer, and the TDS indicates the property floods in winter because the french drain collapsed 2 years ago, and it's a \$20,000 repair that they are not providing and that they have factored into their asking price, should a buyer be informed of that BEFORE or AFTER they create a financially binding offering and take title to the property?

No honest person will answer “AFTER”, yet that's exactly what Clause 14A specifies for a process.

- Clause 14A misrepresents legal requirements established for Consumer Protection in 1994.
- Clause 14A is fully inverted from that which it should be.
- Clause 14A specifies a “preposterous” process to those thinking logically about good faith negotiations.
- Clause 14A and this inverted suggestion has been an inappropriate part of California Real Estate transactions for the past 30 years.

Clause 14A suggests to buyers that they have less rights than they do under the law and it entices sellers to try to cheat on disclosures with more protection than they should have due to the procedural inversion.

- 440,000 Licensed Real Estate Professionals and a subset of 270,000 Licensed Attorneys who identify themselves as “Real Estate Attorneys” are participating in and coving up a hoax that disadvantages Buyers in an extremely manipulative way, and one that violates state code created for Consumer Protection.
- In a competitive market, as has been the Case in most of California for a very long time, the only way to play was to use the Contracts suggested for use by the Brokers, without making any relevant changes.
- Since 1993, we estimate that \$1 TRILLION in real estate Transactions have transpired with \$50 Billion paid out to Brokers for overseeing transactions with contracts they provided, that provided a gross bias to Sellers. Given Sellers are the only party that pays Commissions, and those flow out to the Buyers Brokers who are providing the illegal and seller biased contracts, the level of Racketeering involved is steep. To add fuel to the fire, all Brokers have an obligation to Consumer Protection that extends well beyond that of any other Corporate Executive in the United States. They are the only Business Owners and Executives that can/are to be held Personally Liable for the activities of their Companies and

Corporations, by Statute.

- This Hoax cost every buyer the mental control needed to navigate a massive decision like buying a home as well as a LOT of money that was not due sellers.
- This Hoax artificially elevated sales values, which then became comparables for other sales, thus inflating the market for everyone who followed. Our individual situation can provide a gross example of that.
- The Sellers, Brokers, and Bankers were not the only financial beneficiaries. It's impossible to calculate how much money went to mediation companies and Attorneys who managed disputes with a faulty contract and an offset fulcrum as the guide.

Clause 14A - Hoax Details

In 1994, California Code 1102 was created to regulate the Disclosure Process in Residential Real Estate Transactions.

1. CA 1102.6 specifies the Transfer Disclosure Statement (the TDS) is a regulated disclosure document.
2. CA 1102.7 requires Good Faith in article, act and 'honesty in fact in the conduct of the transaction'.
3. CA 1102.3 indicates the TDS shall be delivered to the prospective buyer "as soon as practicable, BEFORE Transfer of Title".
4. Contract Clause 13B indicates Transfer of Title Transpires at time of Contract Acceptance
5. Contract Clause 14A indicates the TDS is due to the Buyer AFTER Contract Acceptance

And there's the Hoax in plain view. Do you see it?

Bullets 3 and 4 define the proper process.
Bullet 5 is what is "suggested" in the contract.
The two are mutually exclusive.
Only one can be correct and it's not Bullet 5.

See the table below for another way to look at this in a side by side view...

Clause 14A - Hoax Details - Side By Side

Bullets 1 through 4 = APPROPRIATE	Bullet 5 = Industry Wide Hoax in Play
CA 1102.6 and 1102.7 are just factual. CA 1102.3 combines with Contract Clause 13B to fully define the proper Disclosure document presentation process. TDS is due prior to Contract Acceptance. Unfortunately the contract does NOT present 1102.3 details in writing. It just references 1102 generically. Thus only someone who read those and was then able to relate them to clause 13B could discern a proper process.	Contract Clause 14A suggests to the Buyer and Seller that the TDS is due to the Buyer AFTER Contract Acceptance. That is the opposite of logical, reasonable and legal. There are other clauses in the contract that are downstream from this inversion that are problematic as well.

Suggested Exhibits / Evidence (3 Documents Only)

A properly formatted case that leaves very little room for dialogue could be as simple as:

1. CA Code 1102 taken from the leginfo website (see Appendix)
2. A copy of the Contract provided to us for Use to make an offer
3. A written email dialogue with a Supervising Broker for Coldwell Banker
 - a. She was questioned about the process AFTER the Sellers Agent and Seller took advantage of the process to attempt to run a gross case of Disclosure Fraud, which would have been difficult to expose had we not completed the transaction.
 - b. In that email the Broker suggested the Disclosure Document Presentation Timing as presented in the Contract was a legitimate minimum, but that some counties and some brokers require presentation before making an offer. (as is required by law in CA, as "logical" in the context of Good Faith Negotiations, and as is standard in all other states)
 - c. She further indicated the standard in Monterey County was to deliver Disclosures after Contract Acceptance, as is suggested in the Contract. She did not provide the name of any governing authority or person that dictated the Monterey County standard, which is as illegal as a \$3 bill.

This email is available upon request.

Separation of Claims?

If there is a way to separate a large, group claim about "just this", from the details of our case, that sure seems like it could make sense and would simplify the light on this a great deal. Hopefully that can be done, or we may need to water down the claims related to our personal situation for litigation benefits.

Common Law, Statutory Law, & Case Precedent References from CA Attorney (16 page PDF)

1. I have a 16 page pdf, created by a California Attorney in 2011 that I discovered online via a Google Search. The document provides case precedent references for Seller Disclosure Fraud and Broker

Fraud as well as Damage references. It appears to be an exceptional resource. I found the same information available via his website in a less printer friendly format when I was doing my research.

2. That Attorney is based in San Francisco, he has an undergraduate degree in Engineering from a school outside of California (as do I), and he seems to be in his twilight years. He was contacted and we spoke on the phone for just over 20 minutes. When I removed my specifics from our situation and focused solely on 1102 with absolute clarity, he made illogical statements that contradicted his own publishing and he sought to end the dialogue. He indicated he did not do any group claim work, he did not have any referrals for that type of work, he wished me luck and we hung up. You'll have to read between the lines to determine why you feel he scurried off when I presented the most transparent version of facts needed for a conversation.

This is available upon request.

Defendants

The Defendant list will change as a result of the ideal scope for complaints. Those listed include "Huge Class Action", "Smaller Group Claim", "Individual Claim". Even if a Statewide Group Claim could exist, does it make sense to break down claims by County (somehow, with other complainants) to maximize returns for the Attorneys and those negatively impacted?

For a State Wide Class Action

The Faulty Contract, (RPA-CA) is presented to all Buyers seeking to purchase homes in California by Brokers in California. The Contract indicates it was Approved for use by the California Association of Realtors. It suggests to buyers and sellers that Disclosure Documents are due to the Buyer AFTER a contract has been accepted. It looks very official. In our Case, it was presented to us by Coldwell Banker, via their digital Contract Creation system, which is contracted out to a third party that seems to be based in Canada.

If it can be a statewide class action, it's a very large group...

1. National Association of Realtors (NAR)
2. California Association of Realtors (CAR)
3. Monterey County Association of Realtors (MCAR) AND every other County Association
4. Every Broker who has been involved in a Transaction since 1994 both corporate wise and personally
5. Every Agent who has been involved in a Transaction since 1994
6. Every Attorney who has been involved in a Court Case, Mediation or Services since 1994
7. Every Mediation company who has been involved in Real Estate Mediations since 1994
8. The computer company/software company that is presenting the digital contract
9. Other?

For a smaller group claim (Monterey County for us and/or By County for others?)

If a group claim doesn't apply state wide, can it be applied at the County Level?:

1. NAR, CAR and MCAR
2. Coldwell Banker and the individual Brokers in their chain of command involved
3. Keller Williams and the individual Brokers involved in their chain of command
4. The Transaction Coordinator for Keller Williams (a third party Broker)
5. Our Transaction Coordinator (a 40 year agent)

For an Individual Claim

See later in this request and the appendix for an introduction to the specific Malfeasance. In addition to the Brokers, Agents and Transaction Coordinators there are Contractors and Home Inspectors that were brought into the Transaction by the Agent to do Disclosure related malfeasance.

Other matters to Consider / Discuss

1. Standing - Buyers in another class action were supposedly shut down for standing. This seems like a Tort vs a Contract and thus it shouldn't apply? That's beyond my scope of understanding.
2. Statute of Limitations - We are just over 2 years from time of transaction right now. It seems we have 3 years for Torts and 4 years for Contract Disputes.
3. Taking Title - Some may find it odd that Title Transfers at time of Contract Acceptance. That is in fact a truthful statement and it fully defines real estate transactions. Without that concept, there could be no reasonable marketplace. There are in fact two types of title in Real Estate. That will need to be discussed and understood. The contract identifies type 2 as well and that is included in the appendix. Clause 1102.3 applies to both title transfers. That's why it's written generically.
4. My Background - Licensed Real Estate Agent in Maryland since 2002. Licensed Contractor in Maryland since 2005. Residential property investor, rehabber, landlord and property manager since 1998. Purchased and renovated 20 rowhomes. BS in Mechanical Engineering (BSME), Masters in Business (MBA), Certified Hypnotherapist (CHt), self employed since 2000 in Real Estate, Small Business Consulting, Metal Art and Computer Programming. In 2015 I also became an Independent Publisher with a focus on Commercial Fraud. A seriously harmed and pissed off Buyer. I have experience with two civil matters that should have been slam dunks that weren't. I understand the nuances and difficulties of civil litigation well.

The formal definition of a "Hoax"

The formal Definition of a Hoax is very valuable for this Case.

- A hoax is "a plan to deceive a large group of people by tricking them into believing or accepting as genuine something false and often preposterous".
- This is preposterous at face value, to those familiar with Real Estate in other states and to anyone thinking logically.
- Before I discovered that detailed definition of Hoax, I was having to use words like Fraud and Racketeering, which is in fact what has transpired, but they transpired as the result of a HOAX. That singular word sums up the event that has led to an industry wide train wreck of epic proportions.

Introduction to Situation Specific Details

In our particular situation, the Seller's Agent acted as a "fixer" for the seller. The seller moved out of state, leaving the keys to his hoarder's home for the Agent to clean out and prepare for sale. Over a 10 month period, the Sellers Agent suggested and oversaw Contractors who did \$40,000 in work to cover up \$150,000 to \$250,000 in damages that should have been prepared correctly or properly Disclosed.

The Sellers Agent then directly engaged with a pre-sale home inspector and a presale property inspector, both of which created grossly faulty reports masking facts and defects that were used as part of disclosure documents to obfuscate and conceal \$60,000 of damage any novice inspector without an agenda would have

called out. The reports, if trusted, were intended to lead competitive buyers into waiving their inspection rights as transpired in the Jimenez Case Precedent. They are used as a lure, and financially deadly.

Together, everyone working with and for the Seller's Agent sought to create Disclosure Documents and a Disclosure process that was designed to get a buyer to over pay for this property. They all got paid to help a seller transfer \$150,000 to \$250,000 in defects to a snowed in buyer.

Administrative Complaints

CA DRE - We have an administrative complaint in process with the CA DRE. The investigator was able to follow the story and she was able to glean a great amount of information from a website I provided. More than 30 acts of negligence, fraud, fraud by omission were identified in detail with facts.

CA Contracting Board - I have a draft of a complaint ready to be filed with the California Contracting Board for two licensed Contractors involved in a gross amount of cover up work.

Two Home Inspectors - I have information for complaints related to two home inspectors used to create faulty disclosure documents. Unfortunately I do not feel Home Inspectors are regulated in California and the Termite inspector admitted to his error while claiming no collusion, and he played but a minor role in all of this.

Complaints excluding the CA 1102 Fraud for us are doable, but what's lost ?

We have the opportunity to file a case for Broker Fraud and Seller Fraud without bringing up the CA 1102 matter. We can just pretend the delivery of disclosure documents after Contract Acceptance was/is legal.

- However, our ability to claim damages and recover damages will be limited due to the nature of the faulty contract, the timing with which we discovered some of the fraud, and some of the other clauses in the contract that are equally faulty.
- There would also then be no "state wide precedent" that destroys this utterly corrupt, rogue run system that has been festering for almost 30 years.

Local Attorneys -- we'll try one more time...

We contacted local Real Estate Attorneys in our Community when this first transpired. I didn't have this CA 1102 information to present at that time, as I hadn't done the research. I described my concerns about disclosure document presentation timing with crystal clarity to them and asked how on earth clause 14A could be legal.

No one advised it was not legal but they all oddly referred me to others in the community for "one reason or another". After five or six handoffs it was more fruitless and humiliating than it was worth.

In retrospect, I believe the referrals to others may have been made because they all realized we were exposing a Hoax they were all familiar with but had never heard anyone pursue with clarity, and none of them wanted to be the one that acknowledged the malfeasance. How could they? It would implicate them too.

Unfortunately the Monterey Bay area is a small market. We've heard it also has a reputation for being a "good ole boy" legal community along with other concerns.

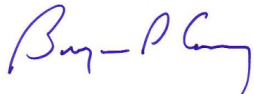
Hopefully some in our community, armed with the Case Precedents available can help , but time will tell.

We need help dearly, both individually and as a California Community

Please help us out or help us figure out how to get someone in our area to help us out. We are also reaching out to Abraham Sandoval. Frankly he's our first choice for a service provider given it's his work in Los Angeles that exposed the punitive damage opportunities, but we have no idea if he'll be interested in taking on a Monterey Case, and if he does we can imagine he'd want local support.

This affects the entire State of California, so in that sense, setting a massive precedent here is relevant for our community, his community and the other 40 Million residents currently getting snowed in by rogue Real Estate Brokers and the Attorneys that support them.

Thanks in advance for your consideration,

A handwritten signature in blue ink that reads "Bryan P. Canary". The signature is stylized with a large 'B' and a cursive 'Canary'.

Bryan Canary

bryan@bryancanary.com

443-831-2978

APPENDIX 1 - Abraham Sandoval Precedent

- Jimenez v. Capero Investments Inc. & Louis Brian Teque
- 18CMCV00035, in Los Angeles County Superior Court.
- <https://blog.cvn.com/la-jury-hits-real-estate-agent-with-500k-punitive-verdict-over-concealed-fire-damage>
- <https://www.slawapc.com/blog/la-jury-hits-real-estate-agent-with-500-000-punitive-damages-verdict>
- <https://therealdeal.com/la/2022/08/22/egregious-residential-broker-found-guilty-of-fraud/>

APPENDIX 2 -Claim Summaries

1. Transaction Level - My partner and I purchased a home in Monterey County. During and after escrow we identified numerous acts of concealment, attempted disclosure fraud, disclosure fraud and conspiracy to commit fraud. We discovered the Seller's agent had acted as a "fixer" for the Seller and his family. The Seller's Agent participated in and oversaw about \$40,000 of preparation work that concealed approximately \$150k to \$250k of property defects in the seller's full time absence, prior to listing the property. The Seller's Agent and Seller lied on their disclosure documents claiming the agent/broker did NOT assist with home repairs when in fact he both suggested the providers and then directly supervised and organized the entire concealment process and a fraudulent disclosure process. The agent himself seems to also have done or contracted out major deep cleaning services that concealed pet urine. The agent also facilitated the creation of two pre-sale inspections reports used as disclosure documents that grossly obfuscated defects to bolster a false property valuation. I have a complaint on record with the CA DRE that was cc'd to the Monterey County DAs office and the Attorney General of CA. I have a complaint drafted for the Contracting Board of CA against the two Contractors.
2. Industry Level - CA 1102 was created in 1994 to regulate Statutory Disclosure Documents and their delivery timing. Clause 14A of the Contract Template we were provided for use by Coldwell Banker suggested the delivery of statutory disclosure documents was to transpire after Contract Acceptance in accordance with CA 1102. Putting it bluntly, that clause is inverted and just bat sh-t crazy. Procedurally, only a hypnotized or compromised soul might buy into that idea. It's a Hoax being sustained by the entire Licensee industry at this time. CA 1102 combined with other contract clauses prove that with clarity.

APPENDIX 1 - SCREENSHOTS OF RELEVANT CLAUSES

https://leginfo.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=2.&part=4.&lawCode=CIV&title=4.&article=1.5

NOTE: Use the LegInfo website for this information. Others sites seem to have manipulated the prose to confuse matters.

CA 1102.6

1102.6. (a) The disclosures required by this article pertaining to the property proposed to be transferred are set forth in, and shall be made on a copy of, the following disclosure form:

NOTICE OF INCOMPLETE TEXT: The Real Estate Transfer Disclosure Statement appears in the published bill.
See Sec. 25, Chapter 370 (pp. 34–38), Statutes of 2020.

(b) The amendments to this section by the act adding this subdivision shall become operative on July 1, 2014.

(Amended by Stats. 2020, Ch. 370, Sec. 25. (SB 1371) Effective January 1, 2021. Note: See published chaptered bill for complete section text. The Real Estate Transfer Disclosure Statement appears on pages 34 to 38 of Ch. 370.)

CA 1102.7

1102.7. Each disclosure required by this article and each act which may be performed in making the disclosure, shall be made in good faith. For purposes of this article, "good faith" means honesty in fact in the conduct of the transaction.

(Added by Stats. 1985, Ch. 1574, Sec. 2. Operative January 1, 1987, by Sec. 3 of Ch. 1574.)

CA 1102.3

1102.3. The seller of any single-family real property subject to this article shall deliver to the prospective buyer the completed written statement required by this article, as follows:

(a) In the case of a sale, as soon as practicable before transfer of title.

RPA-CA Clause 13 B - Title is "Taken" at time of Contract Acceptance (aka Ratification)

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

30. DEFINITIONS: As used in this Agreement:

A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.

RPA-CA Clause 13 D - Title "conveys" at close of escrow

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

RPA-CA Clause 10A 1 - 7 - Most prose suggests the Statutory disclosure documents would have been required to be presented prior to signing an offer, but the actual requirements for delivery are referred out to 14A, thus not on this same page.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).

(2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s); or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.

(3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

(4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).

(5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.

(6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.

(7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.

RPA-CA 14A - The inverted Clause. The Hoax.

DocuSign Envelope ID: 6481BE54-0504-4E7E-969A-7AE34F82C7C6

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725 Date: March 27, 2021

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or ____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.

RPA-CA 14F - The clause suggesting a get out of jail free card must be issued to get to title conveyance. A contract clause can not be used coercively to dismiss fraud attempts nor fraud.

F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

APPENDIX 2 - MINOR COMMENTARY

What you are looking at is a 29 year industry wide fraud that I'd refer to as a "Gypsy Trick".

1. I can show you places online where they've manipulated the actual text in the code 1102.3 to make it appear more vague than it is in the leginfo website.
2. Someone has hired publishers to cloud the matter.
3. A cheap investment to keep a profitable and simplifying fraud in play.

MCAR was not able nor willing to declare the contract clause legal after being presented with this position.

1. I presented this argument to the Monterey County Association of Realtors and asked/demanded they provide a statement claiming the CA-RPA contract was legal.
2. To my surprise, they made the mistake of responding from the CEO's email address with utter gibberish. It was clearly crafted by someone other than the CEO. He referred to himself in third person. Not a good look.
3. In his first response, questions were answered that were not asked and those that were were ignored.
4. They were challenged a second time with a warning against more verbal manipulation.
5. They chose not to respond to that one at all.

There is no reason under a God's Green Sun why CAR and/or MCAR should not be able to proudly and boldly state publicly that the CA-RPA complies with CA 1102, yet they can't do it. Some might call that a "BINGO".

Coldwell Banker refused to reply to request for Position Statement

Coldwell Banker has refused to declare 14A inline with CA 1102 and they have refused to take responsibility for suggesting a contract with that clause in it.

CAR and NAR

CAR and NAR have been presented with the CA 1102 information and asked to make a statement declaring 14A to be inline with CA Code. They failed to acknowledge receipt or respond.

Value of the Fraud

By my estimates California may have seen \$1 TRILLION in brokered transactions from 1994 to present resulting in 50-60 BILLION in Real Estate Broker commissions, while using a contract that was not in line with CA 1102 nor in good faith negotiations for all Buyers.

Reasons the Hoax Was put into Play and stayed in Play

We have no direct insight as to why it would have been initiated, assuming it was initiated in 1993 when the Code went into affect.

1. Money Laundering - Laundering Money via real estate is very profitable. Being able to hide facts and details from the public and those seeking to investigate by suggesting only those who ratify contracts can view information is relevant. Furthermore, we discovered if we published what we were given, outside of our own transaction, we might be sued for Tortious Interference, so there was a way to keep whistle blowers in check.

2. Buyer and Seller Management / Mind Control - Only those who have done deals as Agents realize how difficult buyers and sellers can be. This situation , which is fully illogical, creates an opportunity to use hypnotic techniques for client steering. Confusion presented by an Authority figure acts as a hypnotic induction. It seemed apparent to me, a Certified Hypnotherapist that the Seller's Agent and our Managing Broker were both aware of those techniques and trying dearly to deploy them when we started to step out of line.
3. Legacy - Those that came after it was in play saw it for what it was. An old hoax that they , as an individual, would not be able to change. They coached and protected clients they wanted to protect, and they allowed those they cared less about to navigate far more murky waters.

There are several other reasons this may have been in play this long too but that's a start.

Putting it bluntly, California Buyers and Sellers have been victims of a Hoax for 3 decades. Many just viewed it as a commercial hazing on the front end. They then cherished the idea of screwing their buyer on the back end. The few that cared for good faith dealings likely just got drowned out in the crowd.