

Introduction	2
Clause 14A - Representation Statement Timing	3
Clause 14F - Condition Contingency Removal	4
Clause 11 - As Is Condition	6
Clause 12 - Inspections / Investigations	7
APPENDIX - A Letter of Intent not a Contract...	10
APPENDIX - Backstory and Partial List of those Needing to Make Amends	11
APPENDIX - Damages from Fraud and the Concealment of it	13

Introduction

What you are about to discover in a very simple way is going to blow the minds of many kind and trusting people.

It also should concern close to a million individuals in California who were engaging in Racketeering activities for the past 40 years or so, while declaring to be in the Consumer Protection Industry.

May Karma run its course.

Clause 14A - Representation Statement Timing

When buying a home, if the seller knows the roof leaks in winter, should you get to know that before you make an offer?

Sure you should...

When buying a home, if the seller knows the roof leaks in winter, and they have noted that on a document to share that with you, should you get that document before you make an offer?

Absolutely you should !!

When buying a home, if the seller knows the roof leaks in winter, and they have noted that on a document to share that with you, and they have given that document to their Broker so the Broker knows about it too, should you get the document before you make an offer?

OF COURSE !!

What's up with the asinine questions?

The clause below is Clause 14A in one of three contracts in use by all Brokerages in California. The documents that would tell you if the roof leaks in winter are part of those referenced with 10A and the instructions for delivery for those documents is to provide them to buyers within 7 days AFTER an offer has been accepted.

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.

For what it's worth, some people feel the level of deceit involved in this 40 year long commercial hoax rises to treasonous. It was a corporate coup of small brokers and small business people. Evidence indicates it was fully or partially driven by Coldwell Banker and their Legal Department. When such a hoax is put into the play only those with bent or absent moral compasses can play in the industry. That leads to a rot that few can comprehend, until they look at the state of San Francisco today.

It's estimated that over \$1 TRILLION in residential real estate deals were subjected to "gypsy commerce" tactics.

The good news? We have identified two Law Firms and three Attorneys who seem to have overseen all of it since the beginning or shortly after the fraud was rolled out in its current form. If there is a silver lining in this, it's only that it will not live on as a mystery to be solved. They just got caught.

Surely they have an explanation for this?

No. Actually they don't, and not only do they not have an explanation for it, below are references to statutes, state laws and case precedents that they've all been suppressing while engaging in RICO activities for personal gains.

1. Foundations of Representation Law and Contract Law - The foundations of representation and contract law require representation statement delivery prior to formation of a Contract. The RPA was/is deemed a Contract given it refers to itself in that way in Contract in Clause 29. In clause 14D2 it also refers to itself as a "contract" as of day 3. The only argument that can be made for this is that it was not a contract at time of Agreement, but even attempting to declare that introduces the idea of a level of deception that would qualify as fraudulent. Thus the instructions to deliver representation statements out of order is a fraudulent suggestion of process, and there are zero exceptions to this law.
2. Case Precedents - The Case Precedents of ***Jue v Smiser (1994) 23 Cal. App. 4th 312-318*** and ***Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]*** speak to the discovery of Fraud after formation of a contract and prior to close of escrow. Fraud is based on representations made that turn out to be false. If no representations are made there can be no fraud, but there is no situation in which representations can be legally made without consequences after formation of a contract. The Case precedent ***Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195*** speaks to this explicitly by stating no contract can be created to nullify the fraudulent or negligent misrepresentation. Plaintiffs found these case precedents to be heavily suppressed by the legal lobby and the Brokerage lobby. These three case precedents can be used to dis-validate three or more other fraudulent clauses as ell.
3. CA 1102.7 - CA 1102.7 requires good faith in fact and conduct of the transaction. A buyer deserves to know if the roof leaks in winter BEFORE making a binding offer to purchase.
4. CA 1102.3 - CA 1102.3 requires delivery of the TDS (one of the documents referenced for delivery in clause 10A) at a "time practicable, prior to transfer of title". RPA Clause 13B, states buyer takes title at time of Agreement acceptance. Thus, per CA 1102.3 and Clause 13B, the TDS is due prior to Agreement acceptance which is a proper time to know "if the roof leaks in winter" . Those proper instructions for delivery of the TDS contradict the instructions for process in 14A and those in 14A are those promoted to Sellers and Buyers.
5. Specific Performance - Specific Performance is a legal act which can be used to force a seller to complete an executory contract. The current legal lobby represents this to be a viable litigation option for problems in escrow where a Seller may try to exit an Agreement formed with this RPA. We were provided that option by a Licensed California Attorney when we inquired about it during escrow. Specific performance would not apply to anything less than a contract.

Clause 14F - Condition Contingency Removal

The CAR RPA Clause 14F indicates at time of Condition Contingency removal a buyer must “assume all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right”

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.

The roof leaks in winter. You were not told that before you made an offer.

You were told the roof leaks in winter after you made an offer, or worse yet, you found out about the problem yourself.

You make a request to the Seller to adjust your offer price for the value of the defect to make things fair.

The Seller says “No. If you don’t want the home as is, you can walk away and I’ll sell it to someone else”.

Does that seem right or fair?

No. That's called a “bait and switch” scheme, and it’s highly illegal. Any system setup like this is a system geared for fraud and racketeering. This is what 440,000 real estate licenses are engaging in now. This is what 260,000 legally licensed Attorneys who were intended to prevent something like this from transpiring have assisted with the creation of and allowed to thrive for almost 40 years.

The same three case precedents also can be used to declare this clause fraudulent.

Jue v Smiser (1994) 23 Cal. App. 4th 312-318
Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]
Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195

The Loughrin v Superior Court Precedent

1. "The purchase contract was not intended to insulate Seller from Liability for misrepresentation in the preparation of the statutory disclosure form. "

Clause 11 - As Is Condition

The roof leaks in winter. You were not told that before you made an offer.

You look at the Contract you were given to make an offer and it says you are buying the home “As Is”.

If the Seller knows the Roof Leaks in Winter, that is part of his “As Is” understanding, right?

Does it make sense you should make an offer on a home with an “As Is” understanding that is without knowledge of a roof leak, but he accepts an offer with an “As Is” understanding about a roof leak?

No. That's just dumb. It too is called a “bait and switch” scheme, and it's highly illegal. Any system setup like this is a system geared for fraud and racketeering. This is what 440,000 real estate licenses are engaging in now. This is what 260,000 legally licensed Attorneys who were intended to prevent something like this from transpiring have assisted with the creation of and allowed to thrive for almost 40 years.

Notice, in 11A it states you'll be told the As Is condition at a time specified in 14A and 14A says you'll find out within 7 days AFTER agreement acceptance.

11. **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; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, **DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS** affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

This is all HIGHLY illegal and this should have been easy for any properly trained attorney , agent or broker to see through in a matter of minutes, yet it's been transpiring, seemingly since 1985 or prior.

The same three case precedents also can be used to declare this clause fraudulent.

Jue v Smiser (1994) 23 Cal. App. 4th 312-318
Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]
Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195

Clause 12 - Inspections / Investigations

1 Miller & Starr, California Real Estate supra, §1:154

1. Neither an "as is" sale nor the buyer's independent inspection exonerates a seller or the seller's agent from fraudulent misrepresentations concerning known defects not otherwise visible or observable to the buyer.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

APPENDIX - A Letter of Intent not a Contract...

The procedural fraud in the CAR Contract Documents is all extremely consistent.

Whoever wrote the CAR Residential Purchase Agreement (the CAR RPA or RPA) , whenever it was written, wrote it as a “Letter of Intent”, or something else less than a “Contract”.

This can be surmised based on the “representation statement timing requirements” specified in the CAR RPA versus on “representation statement timing requirements” for all contracts, to avoid claims of fraudulent misrepresentation.

If it was viewed as a “Letter of Intent ”, it could also be viewed as becoming a contract at time of Condition Contingency release, and that could help justify the release of liability.

HOWEVER, for the Attorneys to make illogical sense of CA 1102, they had to claim the contract became a contract at close of escrow (aka the wrong time to claim transfer of title transpired),

It’s unclear if this was an intentional hoax created at some time in the past.

It’s unclear if this “Letter of Intent” may have been an old way to do business, and it was simply not updated as other modes of doing business became relevant.

It’s unclear if this was an accidental hoax that came into play some time in the past.

What is clear is that the “CAR Residential Purchase Agreement”, which functions like a letter of intent, is referenced as a “Contract” in Clause 29 of itself, its subject to “specific performance”. Yet it states representation statements are to be delivered AFTER agreement acceptance. That is fraudulent.

I can provide personal insight as to how and why letters of intent can or would be used to initiate the sale of a home and what would need to transpire to properly convert those to contracts. When I sell my own property I engage in those types of processes. This RPA does not come close to the conversion process necessary for shifting from “letter of intent” to “contract”.

APPENDIX - Backstory and Partial List of those Needing to Make Amends

440,000 California Real Estate Brokers and Agents, 260,000 members of the CA Legal Lobby, a collection of state oversight agencies and their employees, a collection of Insurance Bond Company Agencies and Employees, the Fremont Group (the Bechtel Family), and many others have an apology to make.

They have all been engaged in RICO activities and/or taking over business involved in those since at least 1985 and a layman could have understood it with 2 minutes of conversation.

This document was written to provide you with an introduction to their frauds and pointers to the people who need to make amends.

While this may seem startling and even “impossible” to some individuals, others who have looked into the California Legal Lobby knows multi-decade frauds and RICO activities are their bread and butter.

The CA Bar was recently sued for Racketeering related to bribes to avoid discipline and a completely absent CA Bar Oversight process for complaints.

In 2016 there was a Family Court Judge caught running Racketeering schemes and at that time, and those trying to oversee them have made it clear there is no controlling them. \

The Legal Lobby is not only clearly involved in a Fraudulent Contract Scheme exposed in this document they are actually driving it.

There fingerprints can also be seen on medical billing and collection schemes, Personal Injury Schemes, Workman's Compensation schemes and others.

This fraudulent contract document scheme seems to have been in play in its current form since 1985.

In 1993-94 the *Jue v Smiser* and *Loughrin v Superior Court* case precedents make it clear problems with the contracts existed back then. Oddly those exact same problems are still evident today in the Contract Documents. It's as if the case precedents came down condemning the contracts and nobody gave a damn.

Our Research has identified a group of 3 attorneys at two law firms who were around and involved in the initial years of the scheme in the 1980s and early 90s. are still practicing law. Furthermore, all still are involved with those acts today per their biographies on their own website(s).

One of those attorneys had a 30+ year career at Coldwell Banker as their Legal Counsel. She also states she is the only person who sits on all three contract document review boards in California. If there was any “single person” who could be declared responsible for overseeing this mess, it would be her.

One version of history seems to indicate Sears Roebuck and Company purchased Coldwell Banker in 1981, at which point in time it was a Commercial and Residential Brokerage.

1. In 1989 Sears sold of the Commercial Brokerage to Carlyle Group and that is the company that later was renamed CBRE which was then acquired by Richard Blum, Diane Feinstens husband in 2001. (https://en.wikipedia.org/wiki/CBRE_Group).
 - a. Richard Blum was Diane Feinstein's Husband. Diane Feinstein was on the Judicial Committee in 2023, in ailing health, when they assigned Ismail "Izzy" Ramsey to become the new US Attorney General for North California. That role entails prosecuting racketeering schemes. Ramsey's prior career for 20 years was Defending Racketeers. He purportedly is a second generation legal fixer. Thus, in 2023, a fox was installed in the hen house by Feinstein before she passed. .
2. In 1993, when the case precedents came down on the residential side of things.
 - a. Sears, Roebuck and company sold the Residential Brokerage to the Fremont Group. T
 - b. he Fremont Group was known as "Bechtel Investments" until 1993.
 - c. In 2003 the New Yorker ran an article indicating the bin Laden Family had invested \$10 Million in the Fremont Group. However that was noted as a fraction of the investments managed by Fremont.
 - d. <https://www.nytimes.com/1993/05/14/business/sears-sells-coldwell-banker-in-a-buyout-by-management.html>
 - e. https://en.wikipedia.org/wiki/Fremont_Group

When Monsanto got sued for Billions for their toxic products, they were bought by Bayer.

Bayer was/is in a position to benefit from people who might get ill from Monsanto's products.

When the fraudulent contract scheme on the residential side of brokerage seemed to be coming to light, Sears Roebuck and Co sold to the Bechtel Family, who later had very minor dealings with the Bin Laden Family and likely hundreds of other well off families from around the globe.

APPENDIX - Damages from Fraud and the Concealment of it

The Damages from the fraud arise when Buyers are forced to overbid for and overpay for homes and told “it’s legal” by the Brokers and the Legal Lobby.

The Damages to buyers are then exacerbated when they seek representation to help them understand the contract and or the fraud and those individuals continue the ruse.

The contract contains a Mediation Clause that indicates mediation is required to retain a right to collect legal fees in the event of a dispute. (Clause 22). The Contract does NOT state that all Mediation in California is 100% Confidential.

Harmed buyers have been engaging with Attorneys who did or should have known the key contract clauses that led to harm were fraudulent, as assessed via Case Precedent, Statute and foundational common law ethos.

Those Attorneys took money from them to escort them into “confidential mediation” where they would declare the contract represented CA Law and they might be lucky if they could settle for pennies on the dollar only out of the good faith gestures of sellers who might seek to avoid litigation costs.

The attorneys have used the confidential mediation system to conceal this fraud for decades.

Along those lines, there is a Mediation company referenced by name in the Contract. It is a mediation company affiliated with the California Association of Realtors, the same fraudulent organization that is approving and distributing the contract for use.

In this situation, Attorneys are literally creating disputes solely for the purposes of resolving them for fees, and they’ve left the schemes in play as the represented residual revenues into perpetuity.

There are many other beneficiaries in addition to the Attorneys. Brokers and Brokerages willing to engage in fraud will gain more seller business as many people want to cheat when they sell a home. Errors and omissions insurance companies and bond companies also benefit from the contract confusion. Money Launderers do as well.

Everybody was benefiting on the backs of buyers, many of whom may only go through a home purchasing process once or twice in their lifetimes.

In addition to being Fraud by a RICO Enterprise or a collection of them, this is treason.