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Bar Complaint - California Attorney - Ashlee Gustafson

8/19/2024

RE: Attorney Fraud
Attorney Ashlee Gustafson (CA BAR #283376 - since 2012)

Dear CA Bar:

This Bar Complaint is against Attorney Ashlee Gustafson

1. Gustafson is one of two partners in a third generation law firm that currently has three or more "Of Counsel" Attorneys listed.
2. A webpage with her biography is: <https://www.walkerandreed.com/ashlee-e-gustafson>
3. From her biography - ***"Knowing the ropes of litigation, Ashlee has been able to immerse herself in Walker & Reed's transactional practice to minimize or avoid future conflicts for clients."***

When an Attorney uses Mafiosa style tactics on someone forced into Pro Se because of multi-decade legal lobby fraud, it means she's engaged in racketeering too.

This complaint is related to Gustafson's representation for a Licensed General Contractor who failed to pull permits and did work that concealed material facts and construction defects. The work was part of an organized fix up and disclosure fraud scheme organized by a local Keller Williams Real Estate Agent.

Complaint Summary

This complaint is related to Gustafson's representation for a Licensed General Contractor who failed to pull permits and did contracting work that concealed material facts and construction defects.

1. The work was part of an organized fix up and disclosure fraud scheme organized by a local Keller Williams Real Estate Agent.
2. The collection of frauds that were engaged in by the General Contractor, Painter, two inspectors, the listing agent, two transaction coordinators and representatives of the buyers brokerage suggested there had been a major breakdown in the legal lobby, as none of them properly feared legal blowback for various gross acts of fraud.
3. A complaint was filed to 1) attempt to recover damages and 2) expose the legal lobby at whatever level was appropriate

Gustafson's client was John Chatters. Chatters is a General Contractor. Chatters participated in a deceit-filled fix up and disclosure fraud scheme that became evident after contract formation. (during escrow and after escrow)

In March 2023 Chatters was contacted and asked to provide facts related to his work and involvement with the scheme. He failed to respond.

Later, a complaint was filed with the Contractors Licensing Board. That complaint was handled in a fraudulent manner.

Later, a complaint was filed with his bond company. That complaint was handled in a fraudulent manner.

The willingness for all administrative oversight bodies to overlook fraud explained her clients willingness to engage in it.

In March 2024, a Complaint for Fraud was filed against John Chatters, Licensed Contractor

The following is a summary of Chatter's frauds:

1. Concealment Work - Chatter's created and/or concealed \$55,000 in defects while doing approximately \$40,000 in work in preparation to sell a home. These defects are documented via 7 different acts referred to as GC 1 through GC 7.
2. Failure to pull permits - As a Licensed contractor Chatter's had an obligation to pull permits for all work over \$500. He failed to do that. That failure is looked upon as an act of concealment (concealment of work done and concealment of identity)
3. Failure to document work on quotes - As a Licensed contractor Chatters had an obligation to fully and properly note all work done on quotes, with special attention given to acts that would conceal material defects. He failed to do that.
4. Failure to indemnify himself on quotes - As a Licensed contractor Chatters should have included indemnity clauses on his contracts suggesting/requiring the delivery of the contracts to future buyers to fully protect himself. He failed to do that.
5. Contracting with a non-licensed third party - As a Licensed Contractor, Chatters is only allowed to contract with 1) a Home Owner and/or 2) a Licensed Contractor who is licensed with the homeowner. As of now it appears Chatters may have contracted with the real estate agent, making that an additional violation of the Contractors Act.

In early April, Chatters was personally served, giving him 30 days to respond.

Gustafson sent a response via untracked mail as Chatter's response window expired.

The following are 3 acts of Fraud by Gustafson - (& Admit Statements)

1. General Denial for Unlimited Verified Complaint

Gustafson answered the lawsuit with a General Denial. The complaint was a verified unlimited complaint. It required a verified response but Gustafson ignored that.

1. Defenses tied to Multi-Decade Racketeering Scheme

The General Denial Document included 24 possible defenses Over 10 of those were tied to a suggestion her client had a defense via the Real Estate Contract in use. Such defense has been tied to Legal Lobby Racketeering scheme related to CAR Contract Manipulation which has been presented to the CA Bar multiple times prior now. (ie - it appears Gustafson was attempting to use a templated defense document created to benefit her client from a racketeering scheme put in play at a higher level)

2. Unverified Complaint included Prayer for Attorney Fees - Fraud / Coercion

Gustafson Prayer/Demand included a request for Attorney Fees. This is a case for fraud and fraud only. Gustafson appears to have no legal basis for that suggestion, which gives rise to the use of FUD for coercive purposes.

3. Cross Defendants for non-existent complaint

The General Denial included a Prayer that references a "Cross Defendant" which seems non-existent in this situation or was she counter suing us?

4. Defendant Mis statements

A Request for Production of Documents with a Defendant and Does named that were not part of our Complain.

5. Excessive requests with demands for Meta Data

A Request for Interrogatories (General and Construction related) which are excessive and inappropriate given the claims were for Torts without privity of contract related to Concealment of Structural defects, mold, cat urine, rodent urine and other moisture related matters and not subject to any contracts other than those he might have done work for on the property.

Racketeering Scheme Beneficiary & Conspirator (& Admit Statements)

1. Gustafson and her law firm are benefitting from a racketeering scheme put into play via the legal lobby decades ago. The CA Bar has been informed of this with detailed schematics in other complaints. The legal lobby has been creating contract documents with an illegal bias to protect sellers and brokers. This encourages fraudulent behavior by sellers and brokers and it harms buyers. This creates unnecessary disputes that require dispute resolution services that would never be required if the contracts were legitimate. Fitzpatrick, an "employment attorney", has gained work as part of a real estate dispute to keep revenue coming into his practice because of long standing frauds far above him in the industry.
2. Racketeering Scheme Details - Defense Attorneys in the San Francisco Bay area got involved with the creation of the state wide Real Estate Contracts and Addendums. They created documents that were

intentionally confusing, biased for the Seller and Brokers, and without basis in law. Via those documents they created unlawful protection for broker and agent involvement in illegal sales schemes, to and including engagement in Fix Up and Disclosure Fraud Schemes.

- a. At this time, it seems the original driving force for the real estate transaction document fraud was driven by Corporate real estate brokerage that had “in house attorneys”, with Coldwell Banker being one such company.
- b. This fraudulent document scheme allowed Coldwell Banker to scale up with agents who were clueless to law with no legal repercussions as long as the Coldwell Banker in-house attorneys could out work independent attorneys who would be faced with exposing their own legal lobby frauds to win a case.
- c. This document fraud scheme allowed for a “crime pays” business model at Coldwell Banker and other Corporate Brokerages. This fraud gave them a competitive advantage over independent brokerage in many ways.
- d. Eventually, it does seem some independent attorneys started offering protection services for groups of independent brokerages and agents as well, such that everyone who wants protection from fraud can now get it from a statewide network of Attorneys.
- e. The downstream effect of such a situation is an excessive amount of real estate transaction related disputes that would not transpire with proper contract documents.
- f. The “benefactors” of such disputes are Defense Attorneys who are willing to take on the defense of fraudsters, even if it’s not their area of expertise. The list of fraudsters includes Brokerage, Brokers, Agents, Property Inspectors, Contractors and sellers. .
 - i. This industry wide scheme has basically provided some “bread and butter” income for a wide array of attorneys state wide for decades. Fitpatrick is an employment Attorney. Another attorney who engaged in this is an Environmental Attorney.
 - ii. At this point in time, it seems the Defense Attorneys taking on the Defendant’s complaints have all taken clinics and/or been given templated defense responses to wade into business outside of their areas of expertise. This is evident via confident declarations about facts that expose a total lack of industry understanding.

3. The Undercover Reporter Problem - The problem with the scheme at this point is multi fold..

- a. The Real Estate Contract documents are so “out of line” that no attorney could or can explain them to a sane buyer who might have been harmed by a scheme. Thus, someone like us wasn’t able to get any representation for what were clear acts of fraud IF we didn’t agree to engage in “confidential mediation”, which is what has kept this under wraps for decades.
- b. I am an alternative media publisher with a 10 year history of exposing Racketeering Schemes. I was publishing out the “back door” about mortgage originator fraud problems we were having

when the contract fraud and the fix up and disclosure fraud scheme were presented.

- c. Thus, I had exposed all of this to some degree as it was happening, but most of the Attorneys were left clueless to see how they'd try to play out the fraud.
- d. To attempt to expose this, our only option was to 1) file claims in pro se and 2) do it with complaints that were blurry enough that Defense Attorneys approached us as if we were their next prey in a "money making opportunity". We needed them to feel they might have another sucker on the line. When we did that, several attorneys engaged, and Fitzpatrick was one of those Attorneys.
- e. NOTE: We do view this as an alternative form of "to catch a predator". We view this as barely a step above catching child predators.

Relevant Rules of Professional Conduct and CA Statutes for Fraud, Perjury, other

You all know the Attorney Code of Professional Conduct better than I do. I need not detail those to you.

The following are relevant

- 1. Rule 1.1 - Competence
- 2. Rule 4.1 - Truthfulness in Statements to Others
- 3. Rule 4.3 - Communicating with Unrepresented Person
- 4. Rule 8.4 - violations of a, b, c, d, e - conspiracy, criminal act, fraud, prejudicial behavior, influence of government agency
- 5. CA 1709, 1710 - Do no fraud. Obligations to fellow citizens without privity of contract.
- 6. Penal Code - 118 - Perjury (a Felony)
- 7. Other related to coercion, with oppression and malice involved.

CA Bar - Racketeering in the Bar Review Adjudication Process

The CA Bar has been sued for Racketeering. Some of that has been related to Bar Complaint Reviews. We have personal experience with Bar Complaint review fraud. This is not a ball to drop like the others as we have several more heading your way with the same storyline.

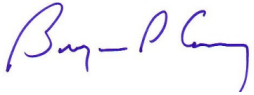
Documents for this Complaint

For Bar Complaint Docs and Status please see <https://mcar-concerns-2023.bryancanary.com/>

Look for a "Bar Complaints" menu item...

For Case Documents please ask Gustafson to provide you all relevant documents or use your court system access to obtain them yourself. Monterey County Case 24CV001179. Gustafson created this mess. Make her provide the documents to you.

I can assure you I have a website that has all of them on it and it has been shared publicly, as you should surmise. If you all can't do your job, I'll include a reference to that site or create a new page for reference in a CRU appeal which should be unnecessary given the facts provided and the documents produced by Gustafson.



Bryan Canary

443-831-2978 (by appointment only)

Pro Se by Requirement and not happy about it at all...

Appendix - President / Secretary - Monterey County Women Lawyers Association

If this is what the President and Secretary of the Women Lawyers Association do, what do the rest do?

**WALKER+REED**
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Ashlee E. Gustafson, Partner

Ashlee is the lead partner of the firm's litigation practice. Ashlee's practice focuses on general civil litigation primarily in the areas of contract and business disputes, real estate litigation, construction law, employment disputes, and Landlord disputes. Ashlee also practices Estate litigation and Probate matters.

In her litigation practice, Ashlee represents Plaintiffs and Defendants in state and federal courts as well as private mediation and arbitration. Knowing the ropes of litigation, Ashlee has been able to immerse herself in Walker & Reed's transactional practice to minimize or avoid future conflicts for clients. Ashlee uses this knowledge in assisting contractors and consumers to engage in proper home improvement contracts, preparation of proper estate planning documents, and landlords in the formation of leases.

In her employment law practice, Ashlee advises and represents employers regarding a variety of workplace issues, including contractual disputes, wage and hour issues, and hiring and termination.

Ashlee has represented beneficiaries, trustees, and personal representatives in estates and trusts of all side. She recognizes the personal aspect of estate disputes and helps her clients through those issues in a professional manner.

Born and raised in Pennsylvania, Ashlee received a Bachelor of Arts from Penn State University in Crime, Law, and Justice. Ashlee moved west to earn her law degree from Thomas Jefferson School of Law in San Diego and is happy to have settled in beautiful Carmel-Monterey. She is the current acting President of the Monterey County Women Lawyers Association Board of Directors and an active member of the community.



This shows her now as Assistant Secretary . She was President a few years prior.


Women Lawyers Association

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rhondac@ci.salinas.ca.us



Ashley Cameron
Secretary
Fenton & Keller
831-373-1241
acameron@fentonkeller.com



Ashlee Gustafson
Assistant Secretary
Walker & Reed, P.C.
831-649-1100
agustafson@walkerandreed.com

Appendix - Questionnaire for Gustafson, Partner, Walker and Reed PC

Ashlee, 13 of 22 of your general denials are clearly relying on very specific clauses in the Residential Purchase Agreement (RPA) we were provided for use by Coldwell Banker. Your answers to these may be indicative of fraud as part of the suggestion of viable defenses for your client, with effects on us as well.

Based on that common understanding, please answer the following questions:

1. Does Agreement Acceptance represent the formation of a Contract? YES or NO
 - a. Canary says YES
 - b. You say _____
 - i. If you say NO, when was a Contract formed and/or was there ever a contract?
2. Are creation of, initiation of, formation of, and execution of a contract synonymous statements?
 - a. Canary says YES
 - b. You say _____
3. Does the RPA include an "executory period"? YES or NO
 - a. Canary says YES. He says that started at the time of Agreement Acceptance and went until close of escrow.
 - b. You say _____
4. Does California Law require representation statements of past and present conditions that might affect a buyer's prescription of value before the formation of a Contract? YES or NO
 - a. Canary says YES
 - b. You say _____
5. Does California Law allow contract clauses to waive claims related to misrepresentations prior to formation of a contract? YES or NO
 - a. Canary says NO
 - b. You say _____
6. RPA Clause 11 - the "Condition" and "As Is" Clause - Can an "As Is" Clause protect a seller from misrepresentations made prior to forming a contract?
 - a. Canary says NO
 - b. You say _____
7. RPA Clause 12 - the Inspections/Investigations Clause - Can the investigations clause be used to waive claims related to misrepresentation prior to formation of a contract?
 - a. Canary says NO
 - b. You say _____
8. RPA Clause 14A - This clause calls for the delivery of representation statements of past and present condition to a Buyer AFTER Agreement Acceptance. TRUE or FALSE
 - a. Canary says TRUE

b. You say _____

9. RPA Clause 14F - Clause 14F calls for the assumption of liability for all conditions at time of Condition Contingency Release to and including conditions that were not known to a Buyer at time of Agreement Acceptance, . TRUE or FALSE

a. Canary says TRUE

b. You say _____

10. RPA Clause 13B indicates title was taken by Buyer at time of Agreement Acceptance. TRUE or FALSE

a. Canary says TRUE

b. You say _____

Appendix - 13 of 22 Defenses rely on Fraudulent Clauses in the Residential Purchase Agreement (RPA)

NOTE:

1. These "General Denial" responses were improper for a verified, unlimited complaint
2. These "General Denials are problematic because with 13 of 22 of them, you all clearly want to rely on clauses in a contract that Chatters was not a party to, that you all, as Attorneys should know are fraudulent clauses to start with, making your acts part of the "protection" portion of a very large and long standing Racketeering Scheme that has benefited members in the California Legal Lobby for Decades.

General Denials - Fraud and Abuse of Process

Those in **red** are related to attempts to use the Fraudulent Clauses in the RPA to define law as opposed to using Law to define the RPA clauses as fraudulent AND those attempts were patently false suggestions of defense that were or should have been known to have been false when presented to the defendant and plaintiff.

1. **Failure to State Cause of Action** - This is unclear. Maybe I've formatted something wrong. I look forward to learning about this one.
2. **Statute of Limitations** - The statute of limitations for Fraud is 3 years from date of discovery. If the two that are downgradable to negligence are downgraded, I will refute the statute of limitations based on the Manipulation of Paul Kibel, as being a blocker that complaint filing that was too risky to take on until I had absolute evidence he could and would be removed from the scheme, which transpired on 2/14/2024 and resulted in his removal on 4/5/2024, just a month ago.
3. **Estoppel** - It seems your estoppel position is based on clause 14F in the RPA. Our acceptance of liabilities. No clause in any contract can relieve a seller or any others from Fraud to induce the contradict
 - a. Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195;
 - b. Jue v Smiser (1994) 23 Cal. App. 4th 312-318
 - c. Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]
4. **Laches** - Claims for fraud are within stated statutes with nothing to contest. Claims for negligence are not. The delay in filing a claim was a direct result of Fraud committed by dozens if not hundreds of members of the Legal Lobby, to and including you and your own firm, as evidenced in your response and this very dialogue.
5. **Unclean Hands** - The unclean hands seem to be related to clause 14F in the RPA. Our acceptance of liabilities. No clause in any contract can relieve a seller or any others from Fraud to induce the contradict
 - a. Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195;
 - b. Jue v Smiser (1994) 23 Cal. App. 4th 312-318

- c. Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]
6. **Waiver** - The waiver seem to be related to clause 14F in the RPA. Our acceptance of liabilities. No clause in any contract can relieve a seller or any others from Fraud to induce the contradict
 - a. Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195;
 - b. Jue v Smiser (1994) 23 Cal. App. 4th 312-318
 - c. Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]
7. **Causation** - Our case is based on Causation, and no speculation is required for any of the acts. There is one count of Fraud we will remove. It was included to make a point but should not truly be his burden. The 2nd floor Attic defects can be removed.
8. **Uncertainty** - I look forward to your list of items that created uncertainty.
9. **Due Care** - case precedents - waiver of liability, inspections, closing escrow
 - a. Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195;
10. **Comparative Fault** - This appears as if it may rely on RPA clauses 11, 12 and/or 14F. There is no comparative fault. The Reliance on Condition transpires at time of Agreement Acceptance, not at time of inspection, release of condition contingency or close of escrow.
 - a. Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195;
 - b. Jue v Smiser (1994) 23 Cal. App. 4th 312-318
 - c. Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]
11. < missing number >
12. **Justification** - I look forward to understanding how concealing structural defects, mold and cat urine are justifiable.
13. **Assumption of Risk** - This appears as if it may rely on RPA clause 14F. No contract can exist that waives the losses of Tortious Acts used to induce the contract. Reliance transpired prior to Agreement Acceptance which was prior to discovery of any defects.
 - a. Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195;
 - b. Jue v Smiser (1994) 23 Cal. App. 4th 312-318
 - c. Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]
14. **Offset** - This appears as if it may rely on RPA clause 14F. No contract can exist that waives the losses of Tortious Acts used to induce the contract. Reliance transpired prior to Agreement Acceptance which was prior to discovery of any defects
 - a. Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195;
 - b. Jue v Smiser (1994) 23 Cal. App. 4th 312-318

c. Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]

15. **Negligent Conduct** - This appears as if it may rely on RPA clauses 11, 12 and/or 14F. There is no Negligent Conduct that relieves defendants of Concealment. The Reliance on Condition transpires at time of Agreement Acceptance, not at time of inspection, release of condition contingency or close of escrow.

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

16. **Conduct** - This appears as if it may rely on RPA clauses 11, 12 and/or 14F. There is no Conduct that relieves Defendant of Concealment. . The Reliance on Condition transpires at time of Agreement Acceptance, not at time of inspection, release of condition contingency or close of escrow.

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

17. **Failure to Mitigate** - This appears as if it may rely on RPA clauses 11, 12 and/or 14F. There are no mitigation requirements that relieves Defendant of Concealment. . The Reliance on Condition transpires at time of Agreement Acceptance, not at time of inspection, release of condition contingency or close of escrow.

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

18. **Imposition of Penalties violates due process** - No facts have been tried in other cases for these facts. No judgements have been obtained. No money recovered.. Chatters was sued for his actions and those he was responsible for for his subcontractor. Others are being sued with a joint and several clause (that may not be worded properly), and in those complaints it's clear that damages for compensatory and punitive can only be collected one time. NOTE: It is clear that Joint and Several penalties can be pursued via separate claims

19. **Independent Investigation** - This appears as if it may rely on RPA clause 12 and/or 14F. There are no investigations that relieve Defendant of Concealment. . The Reliance on Condition transpires at time of Agreement Acceptance, not at time of inspection, release of condition contingency or close of escrow.

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

20. **Punitive Damages not Supported** - Special damages are not requires as this is not a Contract Dispute. Punitive damages are applicable for all acts of actual fraud.

21. **Condition Precedent / Antecedent** - This appears as if it may rely on RPA clauses, 11, 12 and/or 14F. It also may be stretching to try to rely on Clause 22 when read improperly. The Reliance on Condition transpires at time of Agreement Acceptance, not at time of inspection, release of condition contingency or close of escrow. There also were /are no requirements to mediate with a seller prior to filing claims for fraud against he or anyone else.
- a. Loughrin v. Superior Court (1993) 15 Cal.App.4th 1188, 1195;
 - b. Jue v Smiser (1994) 23 Cal. App. 4th 312-318
 - c. Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935]
22. **Res Judica** - This was not previously litigated. Furthermore, the seller and sellers's agent are sued for fraudulent misrepresentation of prior conditions , not the actual concealment which they may or may not have been privy to.
23. **Acts of Third Person** - there are no known third parties to pursue for damages and no facts to support that.
24. **Additional Defenses**

Appendix - Comparative analysis with Attorney Fitzpatrick

The Attorney for a painter known to Gustafson's client attempted the exact same type of defense.

General Denial for unlimited complaint.

References to the purchase contract as part of the list of defenses.

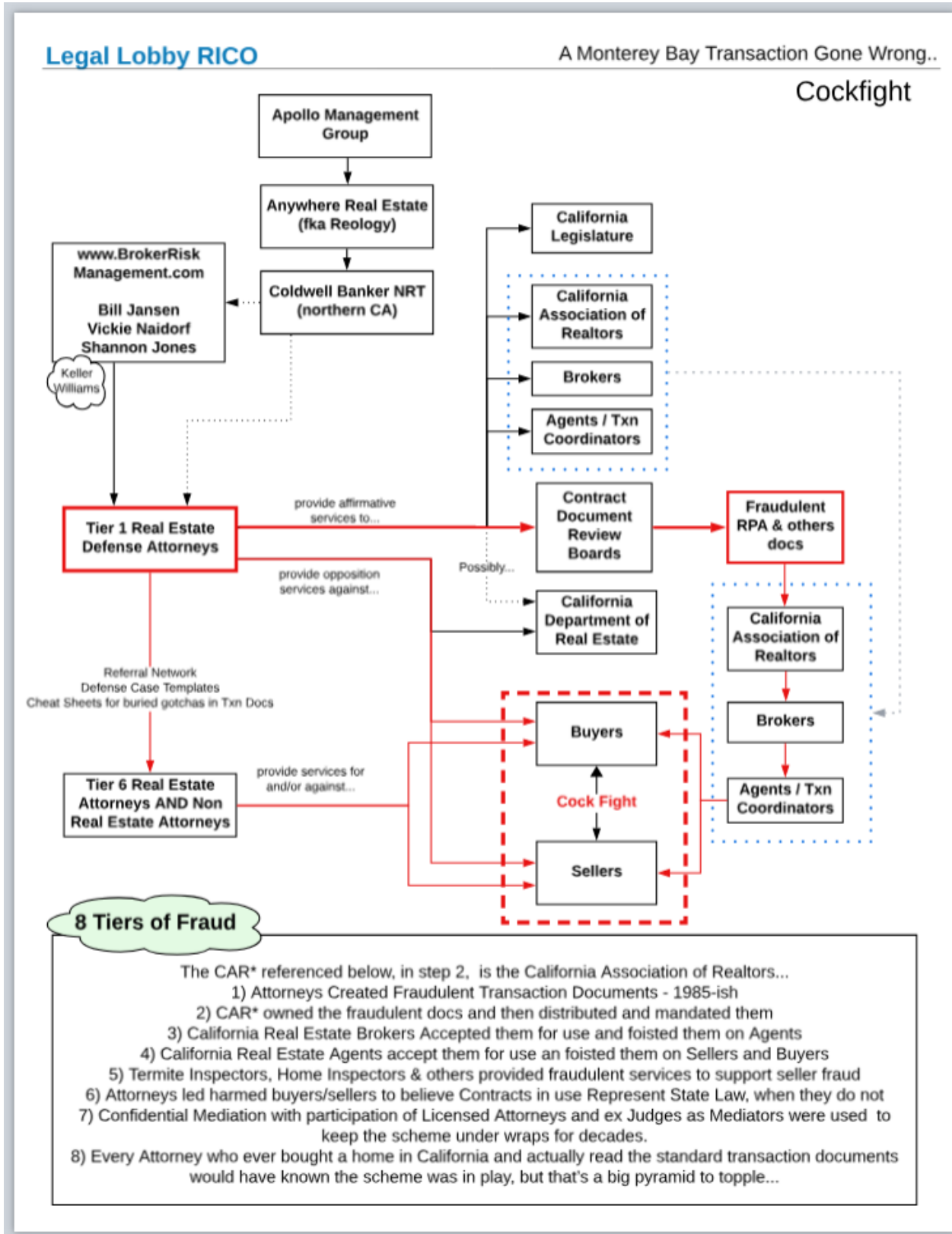
When confronted and forced to file a verified complaint most of these were removed, but that was after he exposed his version of this template.

1	Does not state facts to justify cause of action	A DEFENSE	Maybe we need to amend for technical reasons, but this one was pretty damn strong...
2	Plaintiff was actively negligent	Contract Clause 11, 12, 14F	
3	Indemnification , fault of 3rd party	A DEFENSE	But not really...
4	Plaintiffs acted with full knowledge of all facts and circumstance	Contract Clause 14F	
5	Plaintiff were negligent	Contract Clause 11, 12, 14F	
6	Plaintiff at fault	Contract Clause 11, 12, 14F	
7	Intervening Cause	Not viable or relevant defense	
8	Warranty	Contract Clause 11 Warranty how?	
9	Warranty	Contract Clause 11 Warranty how?	
10	No privity for breach of warranty	Contract Clause 11 Warranty how?	
11	No notice for breach of warranty	Contract Clause 11 Warranty how?	
12	Plaintiff directed, ordered, approved conduct and is estopped	Not viable or relevant defense	

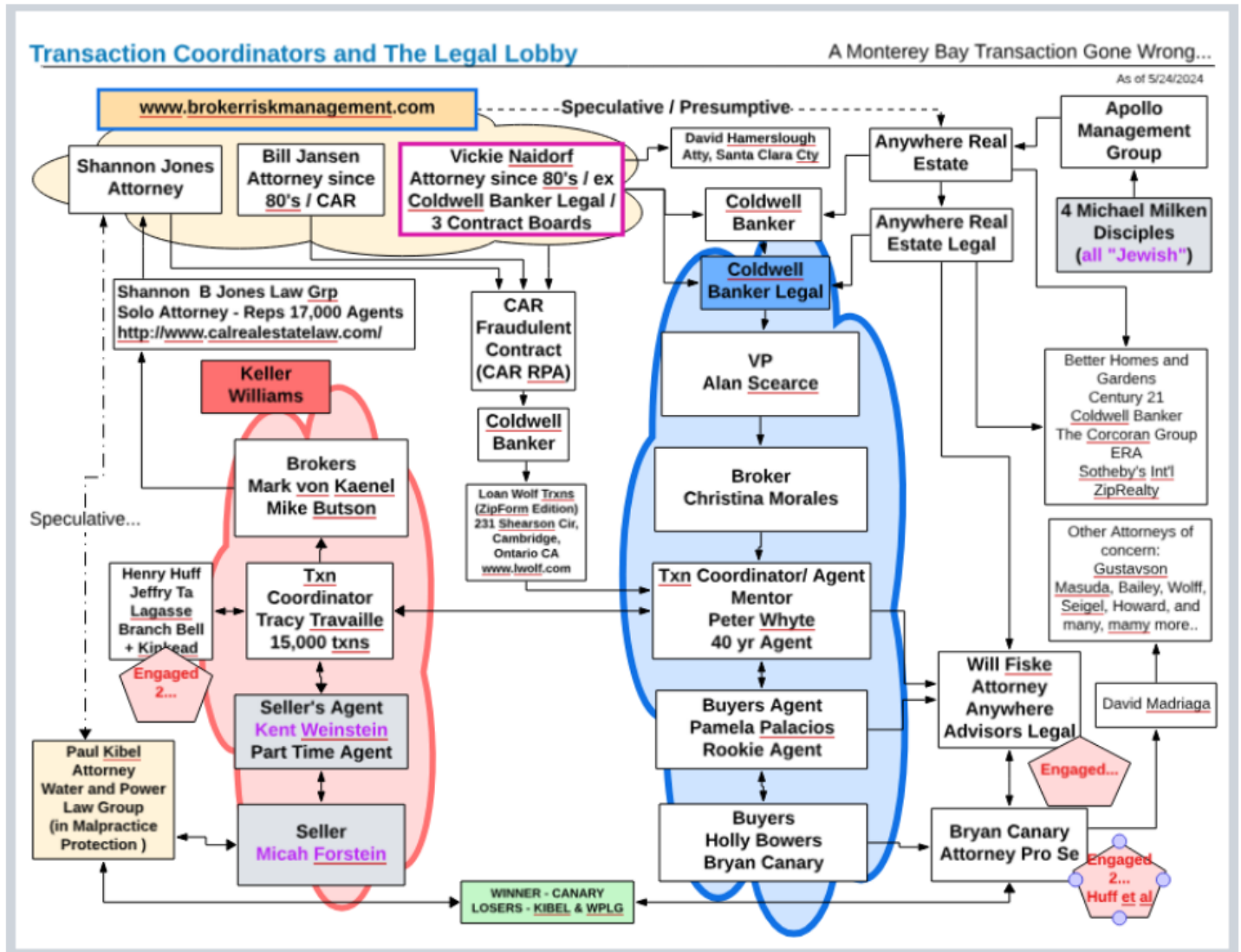
13	Plaintiff modified altered or abused materials	Not viable or relevant defense	
14	<< missing >>		
15	Defendant satisfied contracts and obligation with plaintiff	Not viable or relevant defense	
16	Defendant satisfied contracts and obligation with plaintiff take 2	Not viable or relevant defense	
17	Acts not completed were excused	Not viable or relevant defense	
18	plaintiff failed to state cause of action or in time to remediate	Not viable or relevant defense	
19	Defendant satisfied contracts and obligation with plaintiff take 3 = novation	Not viable or relevant defense	
20	Defendant satisfied contracts and obligation with plaintiff take 4 = 1521-1524	Not viable or relevant defense	
21	Defendant satisfied contracts and obligation with plaintiff take 5 = 1541	Not viable or relevant defense	
22	Defendant made no acts or omissions that cause damages	A DEFENSE	But not at all when you look at his testimony and facts...
23	Plaintiff knowingly and voluntarily waived an future obligations or liabilities for defendant	Contract Clause 11, 12, 14F	
24	Complaint fails to state cause of action against defendant	A DEFENSE	Only if we did something technically wrong. That can be amended...
25	Defendant claims his position was altered by Plainiff - estoppe	Not viable or relevant defense	
26	Plaintiff is in material breach of contracts or agreements in the complaint	Contract Clause 11, 12, 14F	
27	Denial of joint and several	A DEFENSE	You can try, but it won't fly.
28	Fails to state facts sufficient to constitute cause of action for liability	A DEFENSE	Only if we did something technically wrong. That can be amended...
29	Plaintiff barred by economic loss doctrine	Not viable or relevant defense	

30	Plaintiff barred by Ca Code 1375	Not viable or relevant defense	
31	Statute of Limitations - 335 through 349.4	A DEFENSE	Not applicable.
32	Expiration of warranty	Contract Clause 11 Warranty how?	
33	Nuisance	Not viable or relevant defense	

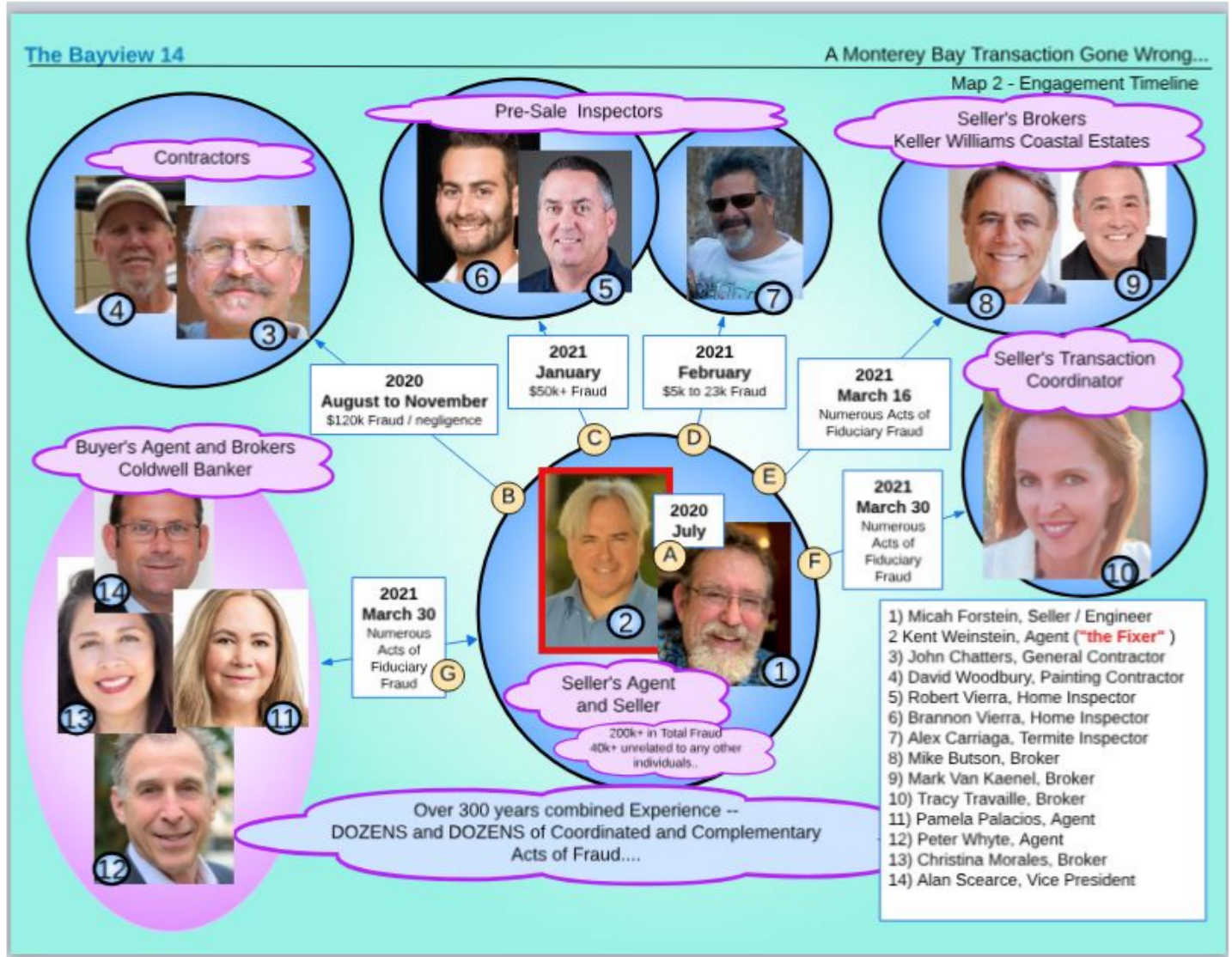
Appendix - RICO FlowChart - Legal Lobby



Appendix - Legal Lobby RICO Flow Chart



Appendix - The Bayview 14



Appendix - A Seller and his Fixers

