6/2/2024

RE: 24CV001179 - Canary v John Chatters / David Woodbury
With your appearance did you just indict yourself and your Firm as part of a RICO Enterprise?
Was it a scenario I personally tried to warn you against in June 2023?
Why did you block my email after a request for representation for an RPA Contract Fraud Case ?

Dear B. James Fitzpatrick:

My name is Bryan Canary. My partner and I were financially, emotionally and mentally maimed by predatory behavior of two California Licensed Contractors and 12 others who engaged in fraud in order to profit on the sale of a property for more than it was worth.

The transaction transpired in Monterey County in the spring of 2021, and you are a long standing legal lobby member of this community. Collective energetic rape is a better descriptor for your clients behavior. It also clearly seems to apply to your behavior and that of your legal brethren for the past 38+ years as well?

In 1985 CA 1102 was created to protect buyers (and sellers). All existing evidence indicates it was not implemented properly or legally by the Attorneys writing the contracts and disclosure documents at that time.

In 1993 and 1994, there were Case Precedents set related to real estate contracts. They needed not be set. All Attorneys are supposed to know representation law from law school. It's apparent from those precedents that the Attorneys, Real Estate Brokers, and Real Estate Agents who were financially benefiting from the use of fraudulent, in a "regulated industry" that is presented to the public as having been established for Consumer Protection, simply flipped the CA Judicial Branch the bird and continued with "business as usual". That might be okay in a "non regulated industry". The Brokerage Industry is not that, creating a far larger fraud.

In June 2023 I personally notified you via email of the fraud, antitrust and RICO concerns while asking you personally for representation. Not only did you not respond, you blocked my email address before I could send you the follow up emails that 80+ other Attorneys in the community got exposing the results of our email campaign.

When one or a few attorneys decline to take up plaintiff side representation it could have been blamed on us. When 80+ refused, the racket was exposed, and it's gotten much, much more exposed since then. Like by a factor of 10,000.

As far as I'm concerned, your engagement with your client established you and your company as knowledgeable and willful participants in a RICO Scheme that was explained to you in enough detail in June 2023, that there is no negligent excuse for your behavior. Your client committed fraud because he knew, directly or indirectly, there was no reasonable and imagined legal recourse for harmed buyers and you are now seeking to profit on that scheme as well.

Your client deserved his day in court. He was given a year to avoid court and weeks to negotiate prior to filing. He was given 38 days to respond to gain his day in court. You need to have been engaged with him prior to

5/2 to have been at fault for his default. Furthermore, you would need to explain how or why you were unable to file a templated general denial, that took less than 30 minutes to prepare, between 5/2 and 5/10 to make a case that the delayed response was your fault. You can't do that. There is no excusable neglect or any other qualifying acts that justify your motion.

Based on those simple facts, it seems your motion itself was not based in law, honesty or fact. That is a Code of Conduct violation and an abuse of process.

Furthermore, your indication that our failure to set aside our default will result in a set aside anyway, for "any event", is suggestive of knowledge of court favors.

We understand that an Attorney, once engaged with a client, can only disengage for limited reasons. You know that the Bar is corrupt so that is not a concern. The chances of your client finding a malpractice attorney to pursue you, if your disengagement is unlawful, is about as unlikely as us finding representation. Thus I don't see disengagement as problematic if proper or not. The Seller's Attorney sought malpractice protection on 4/5/2024 in coordination with his withdrawal. I seriously doubt he has a prayer in hell at getting sued by the seller. I can provide you with that law firm's contact information if you'd like it.

I have been distributing my work to the Monterey County Sheriff and Sheriffs from surrounding counties for more than a year now. in addition to mainstream and alternative media networks nationally and globally have been kept abreast along with many other interested groups and parties you may or may not know exist. Everyone involved in this has been under a publishing spotlight so big, it might have been confused for the sun on a cloudy day.

I'm not under the illusion the Monterey County Sheriffs "will care to bust a 40 year RICO Scheme", but I also would not be confident that your appearance on July 5, 2024 at the courthouse might not result in an arrest by them or other parties. It's extremely difficult to tell who's who with what interests in this mess anymore.

The following are suggestions I'm sharing with you as an "idealist" who seldom makes written suggestions at this level without some thought. People seldom listen until it's too late. However, I'd be remiss if I didn't share my thoughts in writing anyway.

1. Motion Withdrawal - I believe it's in your best interest to withdraw your motion to dismiss our default. Everyone, including your predatory client, is due an opportunity to defend themselves in court. Your client failed to respond in a timely manner. End of story for you both. If such a withdrawal leads to a malpractice claim by your client I believe that is the best you can hope for at this point. I believe making an appearance in court on 7/5/2024 will add to RICO Offense counts but you and/or others may be the final judge of that.

2. Resignation from MCBA - I believe it's in your best interest to resign from the Monterey County Bar Association. I also believe it's in the best interest of all others at the Monterey County Bar Association who have financially benefited from this Contract Fraud scheme to resign. That would include all mediators and mediation company representatives. I'd say everyone aware of the scheme should resign, but then there would be none left. That obviously has to be on the table as well.

3. Surrender of your Legal License - I believe it's in your best interest to voluntarily surrender your law license. You've had a good run. I believe that would go a long way towards reducing all the other penalties that shall be levied.

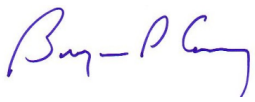
One thing you will never be able to say is that I didn't try to warn you about this a year ahead of time.

1. Everyone who had email addresses published on their websites got the memos.
2. It was only you and one other local attorney who took up defense for the other contractor that didn't get those.
3. I tried to reach you but you blocked me.
4. I never tried hard to reach her with the exposing information, because she and her partner decided not to post an email address for contact on their website.
5. I had no burning desire to help out fellow community members who didn't want to make themselves available for public dialogue by sharing their email address publicly.

If you do intend on continuing with representation for your client, please review the attached information and reply as appropriate.

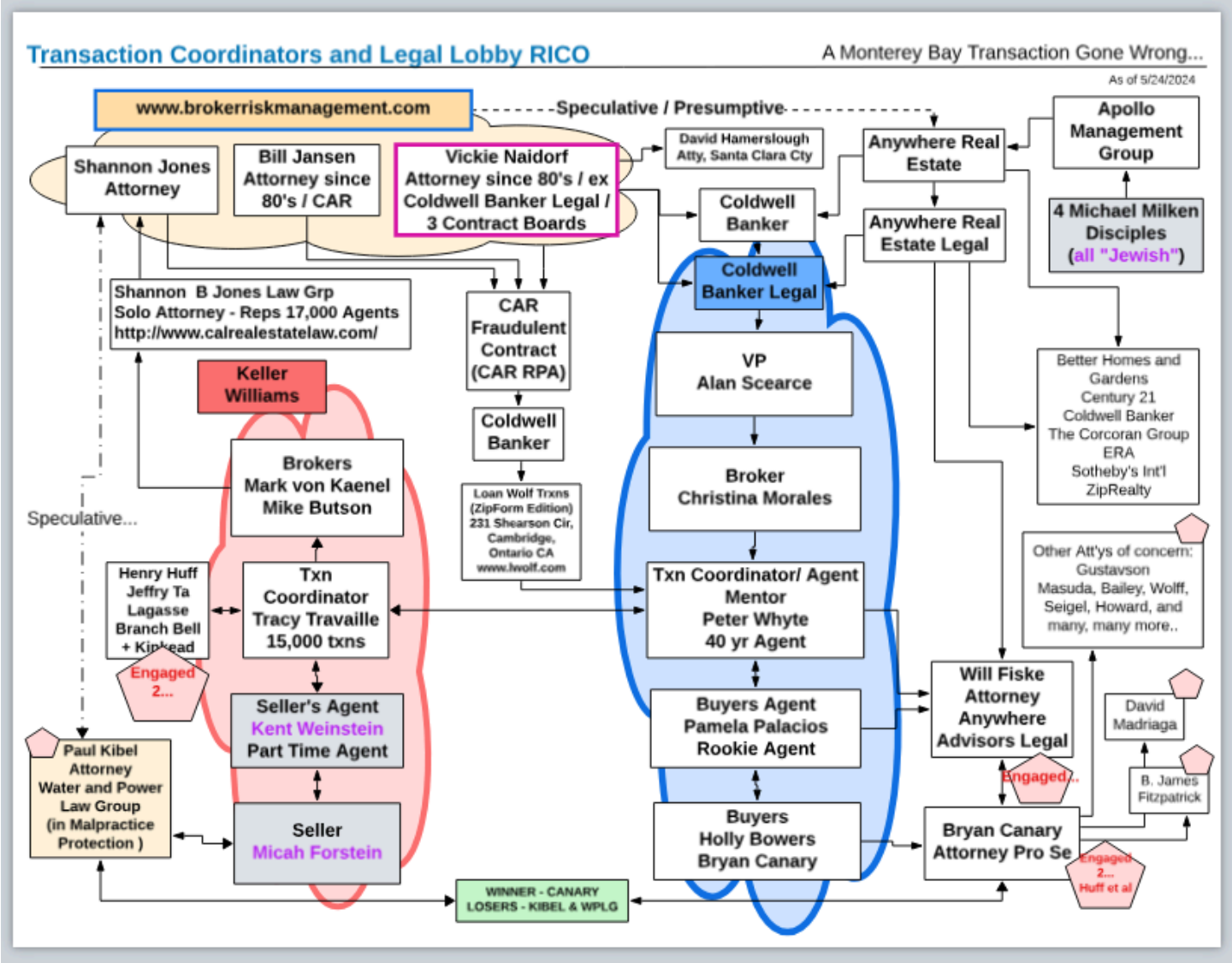
As of now you'll need to use mail as you have had my email blocked for over a year. Had you not done that, you likely would have passed up on this opportunity as the other 80+ attorneys on the email list that came from that notification process did, but we've already covered that.

I'll look forward to a future contact by mail. If I hear nothing back, I've blocked out my morning of July 5, 2024 for a Motion hearing that, in my opinion, is not remotely based in proper law or sincere facts.



Bryan Canary
Plaintiff in Pro Se by requirement and not happy about it at all

APPENDIX - Flow Chart - Legal Lobby RICO Map



APPENDIX - ENGAGEMENT LETTER

5/16/2024

RE: 24CV001179 - David Woodbury

Dear Jim:

We are in receipt of your initial service via email without permission for electronic service.

We have encountered problems with a few Attorneys recently. As a result, I need to ask qualifying questions before taking up any dialogue with opposing attorneys.

1. Recovery of Attorney Fees

   It is our understanding California operates under the American Rule for award of Attorney fees. Per CA standards, it seems prevailing party attorney fees are only relevant if designated by statute or contractual agreement. To my knowledge at this time, there is nothing in our complaint and no relevant contracts that would trigger an appropriate request for Attorney fees if your client was deemed the prevailing party. However, I need to get that confirmed from you to the best of your knowledge or intentions at this time...

   a. At this time, are you aware of any statutes, contracts, or case precedents that you might try to rely on to make a request for Attorney fees in the event your client was deemed a prevailing party?

   b. At this time are you aware of any counter complaints properly based in law that could apply to our complaint?

2. Confidentiality

   We have been dealing with Attorneys via email and correspondence that is marked with confidentiality stamps. From our understanding of statutes, the only confidentiality you or your clients will get in our dialogue is related to limitations of presenting offers of compromise as evidence of guilt in court.

   a. At this time, are we in agreement that confidentiality only applies to use of offers of compromise as evidence of guilt?

   b. At this time do you agree and understand that anything and everything presented by you or your clients may be subject not only to public sharing?

3. Mediation

   Mediation is a reserved word in the California Legal System. It implies more than the layman definition.

It includes a confidentiality requirement for all parties that covers all dialogue that transpires in Mediation, with very few exceptions that seem to be limited to procedural matters only.

Although it would be impossible to surmise from the Complaint as written, we actually feel this Complaint has resulted from the improper introduction of, coerced pseudo-requirement of, and fraudulent application of mediation with confidentiality. That connection is in fact a few steps detached from the behavior of your clients but it is very clear to us. For this reason, please confirm you understand that we will not consider mediation with the confidentiality requirement at any point in this process.

a. At this time, please confirm you understand that we will not engage in Mediation with Confidentiality requirements.

b. At this time, please confirm you understand we will consider engaging in “Bediation” , “Cediation” , “Dediation”, ”Sediation”, or some other process, which is just like mediation, but without the confidentiality requirement.

This is where our dialogue needs to start.

Bryan Canary
443-831-2978 (by appointment only)
Pro Se by Requirement and not happy about it at all...

APPENDIX - RICO Questionnaire - General

The following are questions you can answer to determine if you are engaging in fraud.

1. By Association - Do you have any prior professional experience or engagements with **Bill Jansen, Vickie Neidorf, Shannon Jones or David Hamerslough** ?

2. CAR RPA - Are you willing to swear under oath that you feel contract clauses 14A, 14F, 11 and/or 12 are properly representative of CA Law? Yes or No

3. CAR RPA - Was the CA RPA provided to us to make an offer deemed a “contract” ? Yes or No

4. CAR RPA - Was a Contract to Purchase formed at time of Agreement Acceptance? Yes or No. If no, when was a contract formed?

5. REPRESENTATION STATEMENTS - Does California have generic or real estate specific laws that define when representation statements subject to fraudulent misrepresentation are due ? Yes or No If yes, what are those delivery timing requirements?

APPENDIX - RICO Questionnaire - Specific to your Affirmative Responses

Our complaint is related to the purchase of real property. The defendant is a painter. He was hired by the Seller, Seller's Agent and/or General Contract prior to the sale of the property to do painting related work. He was paid approximately $16,000 to do work. Plaintiffs contend that work concealed material facts and defects that were not then disclosed by the Seller via the presentation of his quotes, invoices or even a list of work he had completed. Furthermore, the painter did not pull permits so there was no way to know he had been engaged for 16,000 in work.

During escrow facts were presented that revealed who the painter was, some indication as to what work he had done and some quotes and estimates but not those that would have incriminated him on much of the concealment work. Those were omitted but theory admitted he did the work and so did he. We believe those were omitted because they likely include comments about initial conditions and the use of stain blockers.

Jue v Smiser clearly supports the basic principle of fraudulent misrepresentation and concealment. All material facts and defects must be shared with a buyer prior to forming a purchase agreement. Reliance for the purpose of fraud / deceit stops there. Deceit includes acts of concealment.

Thus, the causes of action for fraud are for the concealment of material facs and defects while not pulling permits to make it known what work he did. There are or should be no clauses in the "purchase agreement" that the Painter, or yourself as his Attorney, should feel you can rely on for release of liability.

By law your Affirmative defenses need to be based in law and facts, even in the case of a General Denial. Absent that, Attorneys can sell false hope to Clients, which is Attorney Malpractice and the cost to weed through those for a Plaintiff are damages to a third party.

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	