

11/14/2024

RE: Admit Statement Responses

Dear Micah and Ken,

I regret to inform you that this document is not as clear as it was with my first set of answers.

I answered these questions prior to receiving Micah's admit document. I provided answers that were both clear and educational. They provided information that I felt would help Forstein and I progress towards a resolution or a clear understanding of agreed upon and disputed facts for dialogue and "reasonable" settlement.

It included information to help you both learn more about real estate vocabulary and nuance from a 26 year professional who can still find most of their ethics. It was written to help you both target the criminals in this -- which was Micah's own agent, his broker (the broker of record), their cooperating broker (not our broker), two inspectors, two contractors, a third party transaction coordinator operating in a fully illegal manner, and our own transaction coordinator.

When Ken replied for Forstein saying "representation statements" were vague - I lost hope. I don't know how we can talk about contracts or agreements without first talking about representation statements. Given prose on the TDS and SPQ acknowledge representations directly, I thought that was a solid anchor -- but obviously I was mistaken. Given that -- I have no clue now if we ever "had" a contract with Forstein . If we did, when was it formed? .

Then we were forced to suffer through Ken's declaration that "forming a contract" was a vague concept. Ken stated we "created" a contract -- and I would have thought we could have agreed that "to create" and "to form" were synonyms -- but given the position they weren't -- we are now very confused. Especially if you run an internet search comparing the vocabulary to find more legal references to formed than created.

Then I saw the word "revocable" in the context of a contract adjective. The only time I've heard revocable used is with wills and trusts. (NOTE: We formed an irrevocable contact. The seller could not withdraw it. That's how it works)

Finally, to think we couldn't ask Forstein to agree on a definition of fraudulent misrepresentation before having a dialogue about 50+ fraudulent acts while watching Ken get paid \$400+/hour to generate questions with wrong facts that were detailed in the complaint was a show stopper. I have no clue how we work through this.



Bryan Canary

1. Admit that YOU and Holly Bowers offered in writing to purchase the SUBJECT PROPERTY for a total purchase price of \$895,000 on March 27, 2021. **ADMIT**
2. Admit that the written offer from YOU and Holly Bowers scheduled the close of escrow for 60 days after contract formation with the seller. **ADMIT w Caviat**

Forsten, via his counter offer, changed that to 45 days b/c he didn't want more carrying costs. That was before we figured out the home had been fully empty for over 8 months -- and not used as an office when he was back in CA -- or rented to others short term -- making their delay over the rainy season seem clearly for concealment purposes.

3. Admit that YOU and Holly Bowers formed a written purchase and sale agreement with the seller of the SUBJECT PROPERTY following acceptance of YOUR counteroffer on March 30, 2021. **Objection: vague, irrelevant, suggestive. Does a "purchase and sale agreement" have legal meaning? Is a purchase and sale agreement a contract? Are contracts subject to representations in CA?**

DENIED

4. Admit that the purchase price in YOUR counteroffer was \$895,000. **Objection: vague, irrelevant, suggestive, false set of facts.**

DENIED. We didn't make a counter offer.

5. Admit that the written contract for purchase and sale for the SUBJECT PROPERTY contained a 17-day buyer-inspection contingency period. **Objection: vague, irrelevant, suggestive, conflicting.**

DENIED. We have yet to establish if a contract existed.

6. Admit that the 17-day buyer-inspection contingency period entitled YOU and Holly Bowers to conduct investigations into the SUBJECT PROPERTY's condition.

Objection: vague, irrelevant, suggestive, confusing.

DENIED.

If it was a contract it was subject to representation statements and then inspections for confirmation of seller representations were due.

No investigations would ever be required by buyers when representation statements are done properly. Investigations would only need to be done by sellers if a buyer found something during inspections and notified the seller of concerns and the seller wanted to gain protection from fraud by accurately representing the property they are selling. At that point seller could launch investigations. In this case the seller was asked to do so related to a concealment concern in the garage and he refused.

7. Admit that the 17-day buyer-inspection contingency period entitled YOU and Holly Bowers to unilaterally cancel the contract. **Objection: suggestive, misleading if taken out of context of our other options.**

DENIED. We've yet to establish a contract existed

If it was a contract it was subject to representation statements If it was less it was not

“Kickout clauses” only exist for buyers for a reason. Proper contracts, subject to “representation statements” are meant to be binding like glue for sellers, with no seller kickouts, to encourage/require their honesty -- or face penalties for misrepresentation (negligent or fraudulent)

8. Admit that YOU and Holly Bowers removed all contingencies in writing on April 29, 2021.**Objection: suggestive, misleading if taken out of context of facts.Contingencies in what?**

DENIED - uninterpretable as written.

9. Admit that YOU wrote emails to the sellers and their real estate agent Kent Weinstein with questions regarding the condition of the SUBJECT PROPERTY before YOU removed all contingencies. **Objection: suggestive, misleading if taken out of context of facts.Contingencies in what?**

DENIED. There was only a single seller -- and we emailed information to the “agent” for the seller. That “agent” seems to have filtered it all -- while not producing most of the original documents to the Seller and it seems to have been proven some very important documents and communication never made it to him like our request for invasive inspection of the garage ceiling after it had been exposed that there were structural concerns known in 2015 that were not disclosed.

10. Admit that Micah Forstein and Kent Weinstein responded to YOUR emails on or

about April 20, 2021. **Objection: suggestive, misleading if taken out of context of facts.**

DENIED - Kent Weinstein replied. They both didn't reply. Kent Weinstein attributed text to himself and to his client -- when he had no business providing anything in writing at all for his client -- given he was not his trustee or in any other position where he should have been making any statements in writing for the seller. Furthermore, its still unclear if all the prose attributed for Forstein originated from Forstein -- case in point -- the prose produced that stated there were never any issues with the septic -- yet in Forstein's recent admit statements - that septic mainline had been professionally cleaned. So who lied there?

11. Admit that YOU and Holly Bowers received the Wheeler Termite Co. inspection report before YOU and Holly Bowers removed all contingencies for the purchase of the SUBJECT PROPERTY. **Objection: suggestive, misleading if taken out of context of facts, irrelevant**

Irrelevant requests will not be answered.

12. Admit that YOU and Holly Bowers received the Winn Home Inspection report before YOU and Holly Bowers removed all contingencies for the purchase of the SUBJECT PROPERTY. **Objection: suggestive, misleading if taken out of context of facts, factually incorrect, irrelevant**

Irrelevant requests will not be answered.

NOTE: WIN is WIN, not Winn

13. Admit that YOU received the 2015 Building Inspection Report for the SUBJECT PROPERTY prepared by Bob Williams before YOU and Holly Bowers removed all contingencies for the purchase of the SUBJECT PROPERTY. **Objection: suggestive, misleading if taken out of context of facts. irrelevant**

Irrelevant requests will not be answered.

14. Admit that YOU had a home inspection report prepared by an inspector of your choosing before YOU and Holly Bowers removed all contingencies for the purchase of the SUBJECT PROPERTY. **Objection: suggestive, misleading if taken out of context of facts, vague.**

DENIED as written - “prepared” is vague and suggestion of “fixing”.
Contingencies related to what?

15. Admit that on April 23, 2021, YOU requested in writing that the sellers reduce the price of the SUBJECT PROPERTY to \$700,000. **Objection: suggestive, misleading if taken out of context of facts.**

DENIED. , Uninterpretable/ PROPERTY unrecognized. However, it’s fascinating that Micah Forstein states in an email to Weinstein in August 2020, that he felt the property was worth 720,000 even though his wife felt it was worth 820,000. It’s also interesting that in January 2021, the list price shared with WIN was 806,500, yet 6 weeks later it was listed for 895,000 after obtaining two fraudulent inspection documents ordered by the Agent in a manner that does not condone by this Brokerage. Then, once we discovered actual conditions, our estimates for value were actually directly inline with all known dialogue prior to obtaining two fraudulent pre-sale inspection reports. .

16. Admit that the sellers refused to reduce the price to \$700,000. **Objection: suggestive, misleading if taken out of context of facts, lack the facts to speculate. .**

DENIED. We don't have confirmation he got all documents we sent for consideration and in fact, we seemingly can prove he did NOT get one key document meant to raise his awareness to man in the middle concerns.

17. Admit that escrow for purchase of the SUBJECT PROPERTY closed on May 13, 2021. **Objection: suggestive, misleading if taken out of context of facts.**

DENIED. We were given a lockbox code for a key on May 13, 2021 and we took physical possession of the home at that time. Given we can't seem to agree that representations are due prior to forming a contract -- nor when that was -- at this point we can't say with confidence if a purchase actually transpired.

18. Admit that YOU and Holly Bowers paid \$895,000 in exchange for a deed to the SUBJECT PROPERTY on May 13, 2021. **Objection: misleading, suggestive.**

DENIED. We paid \$895,000 to complete our side of "an agreement" that we thought represented a "contract" that we thought had been established on March 30, 2021 when we signed a counter offer from Forstein. As part of the payment process to consummate a "deal" which nobody wants to talk about properly 1) a deed was signed by the seller that documented the completion of a sale which had transpired 6 weeks prior 2) the signed deed then replaced the contract as the controlling document for title 3) we were granted possession of the property via

a key handoff

NOTE: Title transferred with the counter offer signed on March 30, 2021 (RPA clause 13B), and by default that document became a negotiable document of title with transferable rights to others. It had a clause in it that stated it was not transferable, and that's what tells you it was transferable by default. A contract is just like a received check. It can then be endorsed over to others to transfer title without any deeds being signed. When "title" to property is viewed as "rights to property" - and deed is viewed as "receipt for payment in full related to a prior agreement" -- things make a lot more sense

19. Admit that YOU are licensed as a contractor in Maryland. **Objection: misleading, suggestive, requires assumption of facts.**

DENIED. contractor is arbitrary and broad. Unintelligible request.

20. Admit that YOU are licensed as a realtor in Maryland. **Objection: misleading, suggestive. Requires assumption of facts.**

DENIED. No one is licensed as a realtor in any state. This vocabulary is critical for understanding and it shows a lack of industry competency by the attorney to ask such a question in this manner.

21. Admit that YOU personally inspected the SUBJECT PROPERTY at least twice before YOU and Holly Bowers removed all contingencies for the purchase of the SUBJECT PROPERTY. **Objection: misleading, suggestive.**

DENIED. Again the problem is with contingencies on what and where they were

removed and what constitutes an “inspection”? We viewed the property twice before making an offer. That was in the complaint, but it didn’t make it into the admits properly because someone didn’t read the complaint.

22. Admit that YOU were represented by a California licensed realtor in the purchase of the SUBJECT PROPERTY. **Objection: misleading, suggestive.**

DENIED. No one is licensed as a realtor in any state. This vocabulary is critical for understanding and it shows a lack of industry competency by the attorney to ask such a question in this manner. Furthermore we weren’t “represented” by anyone expecting payment from the seller could not properly “represent us”.

23. Admit that YOU knew before YOU signed the offer that YOU could withdraw from the contract before removing contingencies without penalty. **Objection: misleading, suggestive in the context of all facts.**

DENIED - we used a document called a “purchase agreement” to collect signatures for a “deal” that may or may not have involved the forming of a contract. We thought it did, but Propounding Attorney indicated representation statements were vague and declared a “revocable contract” had been created when no such thing was created.

If in fact a contract was formed, then Jue v Smiser speaks to one of several options we had if fraud was found during escrow. The fact that Jue v Smiser was NOT included as an option in the contract is a large concern, given the seller paid for the provisioning of a contract which concealed our rights in the event of fraud.

24. Admit that YOU did not request an extension of time to remove contingencies.

Objection: misleading, confusing in the context of all facts.

DENIED. Competency and Literacy foul. Client review foul. Please read the complaint and exhibit documents and/or please ask Fortstein for proper facts about the process we engaged in to purchase his home in the three ring circus of fraud that he paid \$100k to produce.

25. Admit that no restriction was placed on the number of inspections YOU or anyone on YOUR behalf could make of the SUBJECT PROPERTY. **Objection: misleading, confusing in the context of all facts.**

DENIED. We would love to say ADMIT but we need to figure out what representations are and if they are relevant to forming contracts in CA -- and if a contract was formed before we can have proper discussions about restrictions on inspections of property we took title to at time of agreement acceptance. Ken, I asked politely numerous times to establish proper dialogue about representations and contract formation and we were blown off. Why should you expect anything else from us given that behavior?

26. Admit that no time limit was placed on the hours YOU could spend inspecting the SUBJECT PROPERTY. **Objection: misleading, confusing in the context of all facts.**

DENY as written. See response in 25.

27. Admit that YOU understood the phrase "As is" in the CAR agreement when you

signed the counteroffer. **Objection: misleading, suggestive , vague.**

DENIED. What does the word “understood” mean? What does the phrase “as is” mean?

If we asked Forstein if he “understood” the phrase “As Is” he’d say yes, but would his understanding be relevant or have any basis in law or fact?

Is this entire lawsuit about Micah’s mis-understanding of “As Is”?

If we asked Forstein if he “understood” the mediation clause, he’d say yes, but then he’d have to explain why he and his first attorney could not accurately describe its contents -- and that is a LOT easier than the “As Is” clause -- given the confusion created about “as is” in the documents provisioned by service providers paid for by Forstein -- who used confusion to trick him terribly with documents produced by the legal lobby, with direct involvement of defense attorneys at Broker Risk Management for purpose of confusion for the sake of litigation.

As for “As Is” - this is the best class you can take right now, so pay attention...

“As Is” has no meaning without additional context.

An “As Is Sale” is juxtaposition to “with warranty” . Those juxtaposition scenarios would be better referred to as “without warranty” and “with warranty” to eliminate confusion -- but that would decrease legal disputes and no attorneys want that. When novices here “As Is Sale” they make wrong assumptions and that’s what led the Forstein to commit 50+ frauds. His Broker should have

corrected that misunderstanding but forstein committed \$55k to his brokers salesperson with seemingly only a few hours of dialogue and if he didn't ask what the real meaning of As Is was, the broker didn't care as everyone is supposed to know the law or have an attorney to assist them, right?

"As Is Condition" refers to the condition that can be surmised by a layman on a casual walk through of the property PLUS all past and present material facts about the property that a seller represents and/or discloses depending on the word you'd like to use NOTE: disclose has not basis in law. It's slang for represent -- and represent is related to representation - and that is how we get to "misrepresentation" and fraudulent misrepresentation for CoA's.

In Clause 13B of the contract, when it states title was taken in present condition -- that is referring to "as is condition" -- but it in fact relies on the notion of the inclusion of seller representation statements of material fact that had to be made to avoid fraudulent misrepresentation. Yet Ken, the attorney says "representation statements" are vague -- so how can we have any sincere dialogue?

"As is" has no meaning by itself. The home was sold "as is" is ambiguous.

Do you mean without warranty or in its "as is condition" as defined by 1) walk throughs and 2) seller statements of material fact prior to forming a contract?

There are no sales in California that can transpire under the "as is" ethos that voids a necessity to declare known material facts that might affect a buyers perception of value prior to forming a contract.

There is no such thing as "caveat emptor" in California or any other state for that

matter.

Caveat Emptor might be a confusing way to say “without warranty” but that refers to future performance only -- not past and present conditions that might affect perception of value.

28. Admit that YOU read and understood the Wheeler Termite Co. inspection report before YOU and Holly Bowers removed all contingencies. **Objection: misleading, suggestive , vague.**

DENIED. What does “understood” mean? An inspection report like that done by Carriaga is not something that may ever be fully “understood”. He omitted over 20k in material defects that any honest inspector would have seen and called out with ease -- and that an interested termite inspector would have called out to gain business for themselves (oopsies. Do you see the bigger problem now?). A termite inspection is done to “gain business for a termite inspection company”.

Forstein or Weinstein paid for a report for representation purposes but they failed to get him to include repair values for defects -- which was a service included in the price of the report -- but not requested for some reason? Why wouldn't they request repair estimates to understand damages and values if the estimate generation process was included in the report fees? Why wouldn't the termite inspector include them given that was a way for him to get work?

Likewise, reading a report doesn't mean it was assimilated much less “understood”, just like reading our complaint didn't result in proper admit questions given facts provided in the complaint. Furthermore, for claims of fraud to induce a contract, it's what we were able to ascertain from the report BEFORE

forming the contract that is relevant.

Let's flip this around --

Forstein read and understood the Wheeler Termite inspection report before providing it to us, which was in fact **BEFORE** we signed an agreement - and he knew it said nothing about attic defects that he, himself was aware of? **ADMIT or DENY?**

29. Admit that YOU read and understood the 2015 Bob Williams home inspection report before YOU and Holly Bowers removed all contingencies. **Objection: misleading, suggestive , vague.**

DENIED. What does “understood” mean?

How exactly do you feel it is logical, legal or relevant to deliver a report on day 14 in escrow -- after we had paid over 800 for several inspections -- that exposed defects that should have been shared prior to signing the document we signed to “do a deal”?

For claims of fraud to induce a contract, it's what we were able to ascertain from such a report **BEFORE** “forming a contract” that is relevant -- and that report was not provided until day 14 in escrow -- when even by fraudulent contract terms it was due by day 7? Never mind the fact he did not list it as a resource he sought to share in his SPQ signed weeks before we contracted on the home...

Upon its provision, we were able to ascertain information about condition that had **NOT** been properly represented or disclosed prior to forming a contract

related to the garage drywall and structural concerns in the ceiling. At that time, we asked to do an invasive inspection of the garage ceiling to confirm no contractor concealment had transpired. That request was never properly acknowledged or granted. Did forstein ever even get that request?

After close of escrow, we performed that inspection and the contractor had in fact buried 5 of the 22 joists while under the supervision of the “Agent”, Weinstein.

30. Admit that YOU knew the home had been vacant for several months before YOU first inspected it.

DENIED If “first inspected it” refers to when we did walk throughs of the home before making an offer -- we had no clue how long it had been vacant. If “first inspected it” was on day 3 in escrow when we did an inspection with a contractor friend -- we still didn’t have full clarity on vacancy timing. All we knew then was an inspection report done on 1/28/2021 said it was vacant at that time. As part of the disclosure sharing the night prior to making an offer, we got an email with utility representations and two pre-sale reports. There was a comment in the utility representations suggesting they had vacated the home in August 2020, but we assumed they must have then rented it out for four or 5 months as there was no logical reason it would have sat empty until January 2021 for the pre-sale home inspection. Alternatively, we thought the seller was still using it as a home base when working in CA, because who would leave a home to sit vacant for 5 months during one of the hottest real estate markets in recorded history? We had no clue what was going on b/c Forstein and Weinstein lied on their disclosure documents by indicating they had not worked together to fix up the home for 8 months -- when in fact that’s exactly what they had done together.

31. Admit that YOU received a completed Transfer Disclosure Statement from this defendant before YOU and Holly Bowers waived all contingencies.

DENIED - Did either of you read the complaint? A huge part of the complaint revolves around the lack of proper delivery timing of the TDS, the fact that it was delivered in a patently incomplete manner, and in fact, the transaction closed with it still in an incomplete manner. The manner in which it is incomplete is even called out via a CA Case Precedent for being fraudulent.

Admit that YOU received a completed Seller Property Questionnaire from this defendant before YOU and Holly Bowers waived all contingencies.

DENIED - Did either of you read the complaint? A huge part of the complaint revolves around the lack of proper delivery timing of the SPQ, the fact that it was delivered in a patently incomplete manner, and in fact, the transaction closed with it still in an incomplete manner. The manner in which it is incomplete is even called out via a CA Case Precedent for being fraudulent.

32. Admit that YOU received a completed Agent's Visual Inspection Disclosure from Kent Weinstein before YOU and Holly Bowers removed all contingencies. **Objection: misleading, suggestive , vague AND irrelevant.**

Irrelevant requests will not be answered.

33. Admit that at the time YOU signed the counteroffer, YOU understood that if YOU withdrew from the contract, YOU would receive a return of YOUR deposit and be under

no further obligations. **Objection: misleading, suggestive , vague.**

DENIED- This is important and you all are still not getting it.

Contract formation / creation aside -- on day 1 in escrow we were given an incomplete TDS, and that included the sections for inspection that were unsigned by the seller and sellers agent. (check them out -- page 3 - bottom section).

We haven't mentioned this before to see if any of you are even looking at the documents or the problems yet.

Yes, we were told verbally by others we still had those rights, but the paragraphs that would have ensured us of that were not signed -- and given it seemed everyone involved was sleep walking through fraud, to and including the Attorney who wrote these admits, we had no clue what our true rights were.

34. Admit that if YOU had withdrawn from the contract during the buyers' contingency period, YOU and Holly Bowers would not have any of the damages alleged in your COMPLAINT against Micah Forstein. **Objection: misleading, suggestive , vague.**

DENIED. as written. What does "withdrawn" mean -- who took our place -- and who were the buyers if no contract was formed, as was suggested due to representation statement confusion in sellers admit documents?

DENY extended -- The damages for fraudulent induction of a contract were inflicted at the time Forstein signed the agreement. Our duty was to gain knowledge of As is Condition as best as possible including reliance on

representations of the seller and those he hired for reports to make an offer in good faith. In fact, we had no obligation to even notify Forstein of the fraudulent acts discovered during escrow. We did notify him out of courtesy. At that time, he had a requirement to mitigate his own damages. He refused and he brought all of this on himself and us.

35. Admit that YOU have not had any licensed contractor perform any repairs on the SUBJECT PROPERTY. **Objection: misleading, suggestive , vague. A contractor licensed in what and by who?**

DENIED. The sleaving of the septic mainline from the home to the septic tank had to be done by someone with the equipment to do that. That had to be done to make the home livable, after being told that main line had never caused issues -- which was a lie told by Forstein in the face of evidence saying it had been cleaned out numerous times and required regular service for performance given defects known to exist since 2014. Then, over three years later, via admit statements, Forstein finally admitted to professional service needs for that pipe -- and thus admitted to fraud, but at what cost to the buyers?

36. Admit that YOU were informed of the work done on the SUBJECT PROPERTY by John Chatters before YOU and Holly Bowers removed all contingencies.

DENIED. Nobody told us he concealed structural defects. Nobody told us he concealed mold. In fact, Forstein was told by his agent to provide receipts for work with his SPQ and he blew off his agents suggestion for propriety. Concerns about fraud during escrow forced us to make demands for documents -- at which point Forstein handed us documents proving he had committed disclosure fraud.

37. Admit that YOU were informed of the work done on the SUBJECT PROPERTY by David Woodbury before YOU and Holly Bowers removed all contingencies.

DENIED. Nobody told us he concealed dryrot in the fascia. Nobody told us he painted the exterior with interior paint. Nobody told us he covered up 100's of urine stains in the 2nd floor ceiling. Nobody told us he concealed water damage in the garage. Nobody told us he had prepped and painted siding beyond useful life. All of this was in the complaint addendum to CoA 1 that the Attorney and client ignored as part of the verified complaint.

38. Admit that YOU signed the offer and counteroffer before having seen the SUBJECT PROPERTY in person.

DENIED. Is the Attorney or paralegal who's billing for this not reading the complaint and using a template for admits blindly?

Did Forstein not know we had two tours of the home prior to writing an offer? Did forstein not know we met his agent at the property prior to making an offer? Was forstein supposed to be engaged in his transaction activities at all?

Please read the complaint and the exhibits. We did two walk-throughs of the home prior to making an offer. After the first walk through we asked our agent to ask the sellers agent to meet us after the second walk through. We noted some property condition concerns that we had no problems with, but that we felt would cause unnecessary appraisal issues -- which didn't turn out to be a problem because the banks were waiving appraisals (oddly and to our shock too).

39. Admit that YOU did not ask to see any disclosures before signing the offer.

DENIED. at \$400 an hour - this question and this entire document is worthy of sanctions.

First and foremost, it is the SELLERS DUTY to share with the public what he is selling. MLS has a section for Agents to upload their disclosure forms with representation statements on them, and Weinstein did NOT do that. That was HIS and THEIR responsibility as sellers.

That not withstanding...

We asked our “cooperating broker’s ‘agent’” to ask for any and all disclosure documents the seller wanted to share when scheduling the first and second showing. Those requests were made by our “agent” directly to the sellers “agent”. He acknowledged them and acted as if he would oblige but he did not. I then personally asked for those documents and anything the seller wanted to share when the sellers agent arrived after the second showing empty handed. He stated he had forgotten them. Prior to completing that meeting , i personally asked for any and all disclosures the Seller wanted to share and I asked for a list of work done to prepare the home for sale. I then restated that request in writing that evening to document it because the “agent” seemed inexperienced OR he was running some kind of scam, and in either event I wanted our position documented in writing -- just in the event over 3 years later I got f--king retarded questions just like this from an Attorney and a Seller who are only just now gaining a clue on what transpired and how many people have been following along to watch this sh-tshow play out.

The SELLER and his AGENT had an obligation to provide representations prior to forming a contract. 4 separate requests were made for any and all documents, facts, statements, papyrus, or thought bubbles they wanted to share -- even though we had NO REQUIREMENTS to ask for seller disclosure documents.

40. Admit that YOU did not ask to inspect the SUBJECT PROPERTY before signing the offer. **Objection: misleading, suggestive , vague.**

DENIED. at \$400 an hour - this is all worthy of sanctions...

I actually indicated to Weinstein in writing that would be my preference, but we were told a competitive bid was in motion -- and that seems to have been a lie.

Furthermore, When I or others ask to schedule a showing of a home, I consider that to be an initial inspection but others may not.

In such an "inspection" I do not go into places that are concealed such as attics or crawl spaces. I might look or even walk in if it's easy and unlocked and clean, but only if unlocked and easy access. Neither of those apply to the 2nd floor attic or crawl of this home. We looked into the 1st floor attic from the opening but did not climb in, during our two pre offer showings.

Please stop digging larger holes for your client and your own industry...

41. Admit that YOU did not request any reports before signing the offer. **Objection: factually f--ked**

DENIED. !!!! wtf. Do you want to say you didn't read the complaint without

saying you didn't read the complaint?

We asked 3 times. When delivered after the 3rd time that was BEFORE we made an offer, and thus we relied on them to make our offer. Read the damn complaint before billing your client further for fraudulent legal services.

42. Admit that no statute requires residential home sellers in California to provide disclosures to potential buyers until an offer has been signed by the buyers.

Objections across the board...,

DENIED - CA 1102 states the TDS is due to a buyer at a time practicable and prior to transfer of title. RPA 13B states transfer of title happens at time of agreement acceptance. Thus the TDS , a disclosure document is in fact due to buyers prior to ratification of an offer / formation of a contract (but don't tell any of the attorneys who've been engaged in racketeering for the past 30 years -- or it might cause them to realize this one is actually engaging in racketeering right now too).

DENIED - The statutes for fraud -- CA 1572 and 1573 require disclosures to be made prior to buyer final signatures related to forming/creating/ratifying an agreement/contract to avoid fraudulent misrepresentation.

DENIED - CA 1102.7 states any acts involving TDS should not be construed to eliminate responsibilities to avoid fraudulent misrepresentation. (aka - because the TDS or SPQ don't ask for utility costs does not mean if the question is asked, the seller can provide false information).

DENIED -- I don't know all CA statutes for real estate requirements - but I seem to know more than any CA Attorney i've run into so far.

43. Admit that YOU received all statutorily required disclosures before YOU and Holly Bowers removed all contingencies. **Objection: misleading, suggestive , irrelevant.**

DENIED!!!

“Who an agent represents” for Forstein and Weinstein was never delivered and that is still absent.

The TDS was and still is incomplete with disclosures incomplete.

The SPQ was and still is incomplete with disclosures incomplete.

44. Admit that no California licensed real estate appraiser has informed YOU that the SUBJECT PROPERTY is now worth less than it was when YOU and Holly Bowers removed all contingencies. **Objection: misleading, suggestive , irrelevant.**

DENIED - We can not speak to this because we were not required to get an appraisal with our loan so we don't know what it would have appraised at then for comparison. (at \$400/hour we'll be glad to share that with you on forstein's dime too. It added to the story in several ways and then you can ask the bankers about why they are concerned about this publishing adventure as well...).

Furthermore, any appraiser then would not necessarily have been privy to the defects we had found during escrow because they are not given inspection reports by default and nobody tells them about defects voluntarily -- AND they have had any knowledge of the latent defects we found after close of escrow that would affect value -- nor might any appraiser who did an appraisal now -- unless someone wants them to know about it.

SUMMARY

The damages being sought are for “fraud to induce the contract”.

We bid on a home in a condition that we could only superficially assess during two walk throughs along with statements of condition made via representation statements found in two pre sale inspections and utility costs conveyed in an email.

Had all the statements of condition been truthful and without latent defects concealed and/or created from contractors we would have been okay with an 895k purchase. .

AFTER we formed/created/ratified” a contract, we discovered fraud to induce the contract had transpired.

In order to take possession of the home, we had to perform to our side of the contract and we did that so we had a place to live when our 90 day notice from our landlord expired.

It was our right to stand on the contract and perform even with some knowledge of what we deemed to be fraud was exposed, and others said it was not fraud.

At time of close of escrow, the home that had been represented to us to form the contract was NOT delivered. A home that included defects not disclosed was delivered. In that sense the same claims for fraud are also claims for breach of contract, but fraud carries punitive damages and it’s a more accurate depiction of the behavior.