

Criminal Complaint Intro / Summary for DA, AG and the CA DRE
Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker)
Multiple Counts of Fiduciary Fraud and Conspiracy to Commit Fraud

(This Document supports Claim and Causes of Action Document)
(This Document is intended to support and verify Confessions)

Criminal Complaint	4
Introduction and Overview (Executive Summary)	4
Two Weeks Prior to finding a home	4
Representation Statements During Negotiations	4
Contrat Ratification	4
The Day After Contract Ratification	4
Fraud Summary - Agents and Brokers	5
Fraud Summary - Real Estate Attorneys	5
Discovery of Case Precedent - Jue vs Smiser - 2/14/2024	5
Implications of Case Precedent - Jue vs Smiser - 2/14/2024	6
Other	6
Statement of Facts	7
Statement of Facts - Incomplete Disclosure Document Conspiracy - THREE Brokerage Fraud	7
Statement of Facts - Pseudo Legal Document Fraud (Industry Wide Racketeering)	8
Statement of Facts - Pseudo Legal Document Fraud (Transaction Level Experience and Discovery)	9
Statement of Facts - Missing Seller/Seller Agent Representation Disclosures - Day 1	11
Statement of Facts - Frauds known as of Day 1 in Escrow included Seller Agent Frauds...	11
Statement of Facts - Condition Contingency release refusal (Day 17)	12
Statement of Facts -Document Dump (Day 22)	12
Statement of Facts - Coerced Contingency Removal w/o Completed Disclosure Docs (Day 24)	13
Statement of Facts - Coldwell Banker Agents & Broker failed to report fraud to CA DRE, DA, CA AG	13
Statement of Facts - Coldwell Banker Refused to respond to Position Statement requests/demands	13
Proposed Charges	14
Fraud - Multiple Counts for all parties	14
Conspiracy to Commit Fraud - Multiple Counts for all parties	14
Racketeering - one count for all parties. Maybe multiple...	14
SUPPORTING DOCs - Emails	15
Emails with Palacios and Whyte	15
Emails with Morales	15
Emails with VP Alan Searce	15
Emails with Morales with detailed questions...	16
SUPPORTING DOCs - Flow Charts	17

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

Flow Chart - 12 Conspiracies that show Fix Up Related Connections	17
Flow Chart - A Seller and His Fixers	18
SUPPORTING DOCs - Contractor Fraud related -- Emails, Quotes, Invoices, Representations (late)	19
Seller Agent and Contractor Fraud Related - 13 Quotes & Invoices related to Fraud	19
SUPPORTING DOCs - Disclosure Documents	20
Link to Folder - Contract and Disclosure Documents	20
CB_1_Agency Agreement	21
KW_1_List of Disclosure Documents (Seller's Agent Fiduciary Disclosure is absent)	23
Seller's Agent Agency Agreement - OMITTED / Non EXISTENT	23
KW - Disclosure Information Advisory (Answer all Questions on TDS and SPQ - Signed by Seller)	24
Link to Document	24
Page 1	24
Page 2	25
Page 3	1
KW - Seller Advisory regarding completing the TDS (Answer all Questions -signed by seller & agent!)	1
Page 1	1
Page 2	1
TDS - 3 Pages - Patently Incomplete AND A DOZEN fraudulent misrepresentations...	1
Link to TDS	1
TDS Page 1	1
TDS Page 2	1
TDS Page 3	1
SPQ - 5 Pages - Patently Incomplete AND DOZENS of Fraudulent Misrepresentations AND Seller may not have been completing his own Documents	1
Link to SPQ	1
SPQ - Page 1	1
SPQ - Page 2	1
SPQ - Page 2 - Question 6	1
SPQ - Page 2 - Question 7	1
SPQ - Page 2 - Question 9	1
SPQ - Page 2 - Question 10	1
SPQ - Page 3	1
SPQ - Page 4	1
SPQ - Additional comments page	1
Seller's AVID - Patently Incomplete (not signed by seller at all!!) AND the most relevant comment about a major flooding concerns found nowhere else was buried in the wrong/last paragraph.	1
Link to Seller's Avid	1
Seller's AVID - Page 1	1
Seller's AVID - Page 2	1
Seller's AVID - Page 3	1
SUPPORTING DOCs - Personal Profiles	1

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

CA DRE - License -Pamela Palacios - #01730920 1

CA DRE - License - Peter Whyte - #00643152 1

CA DRE - License - Christina Morales - #01324678 1

CA DRE - License - Alan Searce - #01987627 1

SUPPORTING DOCs - at websites 1

Supporting Docs - <https://criminal-complaints-2024.bryancanary.com/> 1

REFERENCE - Disclosures found in Residential RE Transaction 1

Criminal Complaint

Introduction and Overview (Executive Summary)

			
Pamela Palacios - Agent	Peter Whyte - Agent/ Transaction Coordinator	Chritina Morales - Managing Broker	Alan Searce Regional VP

Two Weeks Prior to finding a home

- Two weeks prior to finding a home we asked for copies of all transduction documents to familiarize ourselves with them.
- The documents suggested delivery of statutory disclosure documents after contract acceptance was legal and they suggested discovery of misrepresentations during escrow had to be forgiven to complete the transaction.
- Agents and the Broker were questioned about legitimacy and legality of documents prior to use.
- They adamantly confirmed it was standard and accepted practice.
- We were going to reach out to establish an attorney relationship and ask questions when we found the home we sought to purchase.
- It turned out, these documents were/are "pseudo legal document templates" for purposes of executing a transaction that do NOT remotely represent proper process for protecting buyers's legal rights.

Representation Statements During Negotiations

- Pre-sale home inspection and termite inspection reports were provided for seller disclosure purposes but statutory disclosure documents were withheld as is suggested to be legal or legitimate in the CAR contract.

Contrat Ratification

- The CAR Contract and two presale reports were used to ratify a contract. The TDS. SPQ and Sellers AVID were not presented for representation statement purposes. As is suggested to be legal or legitimate.

The Day After Contract Ratification

- The Day AFTER Contract Ratification the Seller's Agent and Seller Provided patently INCOMPLETE statutory disclosure documents Seller's Transaction Coordinator, who was a third party Broker --- she

**Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud**

then transferred them to Buyers Transaction Coordinator -- a 40 year Agent -- and he then transferred them to our agent -- who transferred them to us and NOBODY provided Buyer with notice of incomplete documents.

- When the buyers discovered incomplete documents they also discovered two statements known to be fraudulent to all of them as well as the Seller's Agent during the same review
- Buyer asked Pamela and Peter if they had seen the incomplete documents. Pamela indicated she had not. Peter indicated he had. Peter was asked if/when he would be getting Seller's Broker involved to manage what appeared to be a Disclosure Fraud Scheme. Peter indicated involvement of the other Broker might lead to loss of opportunity to purchase the home with no explanation as to how anyone could or would terminate the right to complete the transaction that we had obtained via Agreement Acceptance the day prior.
- We were told to do all inspections we desired and then decide if we wanted to exit the transaction with seemingly no care or concern for the fraud transpiring.

Fraud Summary - Agents and Brokers

- The Agents and Brokers treated House Buying like Horse Trading with no respect for any laws, statutes, case precedents or long standing Contract Law ethos that was intended to guide Real Estate Transactions.
- Approximately 20-30 frauds were discovered during escrow, and all we were told was that we could exit the transaction. Very clear indications were made that no representations made prior to close of escrow were actionable for fraud, and thus this could transpire in other transactions as well.

Fraud Summary - Real Estate Attorneys

- We've engaged with 8 or more Attorneys who all supported the CAR Contract and CB Agent/Broker Positions.
- We added over 80 Attorneys and 40 politicians to the mailing list asking for representation and support if any agreed with our position. None have reached out so far.
- We suspected there was an industry wide cover up , and we had "good facts" to support it, but we were lacking a perfect case precedent to support the facts.
- That case precedent was discovered on 2/14/2024

Discovery of Case Precedent - Jue vs Smiser - 2/14/2024

- On 2/14/2024 we found reference to the Jue vs Smiser (1994) which is the smoking gun Case Precedent which indicates everyone was acting in Bad Faith.

1) Jue vs Smiser (1994)

- May a purchaser of real property who learns of potential material misrepresentations about the property after execution of a purchase agreement-but before consummation of the sale-close escrow and sue for damages? Our answer is, "yes."
- <https://law.justia.com/cases/california/court-of-appeal/4th/23/312.html>

2) Bagdasarian v Gragnon (from Justia above)

"When a party learns that he has been defrauded, he may, instead of rescinding, elect to stand on the contract and sue for damages, and, in such case his continued performance of the agreement does not constitute a waiver of his action for damages. [Citations.]" (Bagdasarian v. Gragnon (1948) 31 Cal. 2d 744, 750 [192 P.2d 935].)

Implications of Case Precedent - Jue vs Smiser - 2/14/2024

1. When we asked our Agent and her support about the process presented in the RPA we should have been told,

"The TDS, SPQ , Seller's AVID and all other representation statements for prior or As Is conditions that might affect your perception of value should be delivered prior to Agreement Acceptance.

If they are not delivered prior, any statements they contain were not part of your consideration and not something you need to accept.

If that transpires, you can ask for modification of purchase price based on the grounds of fraudulent misrepresentation.

If the seller does not accommodate you can either leave the transaction or complete it at the value you offered, with no special accommodations for the fraud, , and then sue for fraudulent misrepresentation with Jue vs Smiser (1994) as the case precedent for that.

The CAR contract is very old and very poorly written. It misrepresents proper process. There is a clause in there that suggests at time of Condition Contingency removal you accept all known conditions and defects. That statement contradicts Jue vs Smiser and it is to be ignored.

If you have any further questions contact an Attoreny and ask them to sue CAR and all brokerages to get this Contract modified so it accurately represents CA Statutes, Case Law and Contract Law ethos, please.

It would make my job a lot easier and eliminate the agents and brokers going around that encourage cheating. It would also expose the entire Brokerage Industry and Legal Lobby for Fraud for the past 40+ years. "

.

Other

- In preparation for litigation, we just realized we were never given the Seller Agency representation agreements.

Statement of Facts

Statement of Facts - Incomplete Disclosure Document Conspiracy - THREE Brokerage Fraud

6 members of Three Different Brokerages Worked Together to deliver Patently Incomplete Statutory Disclosure Documents AFTER they were practicable for buyer consideration and due to buyer, in order to protect seller in the way they were intended...

1. Statutory Disclosure Documents including the TDS, SPQ and Seller's AVID are due to a buyer for consideration, prior to making an offer to purchase.
2. These documents contain "representation statements" of prior and as is conditions that must be made to a prospective buyer prior to entering into a contract in order to avoid claims of "negligent / fraudulent misrepresentation".
3. These documents were requested of the Seller's Agent (Weinstein) by our Buyers Agent and/or us on at least three different occasions prior to writing up a Binding Offer to Purchase.
4. Weinstein acknowledged all requests but would fail to deliver them.
5. On the eve of our offer he indicated he would send them over but then only sent two pre-sale inspection reports. These are valuable documents if done sincerely. They were not done sincerely and they can not and do not replace the information that is conveyed on the TDS , SPQ and Seller's AVID
6. If we were interested in making an offer, it was apparent we were going to have to do it without the Statutory Disclosure Documents in our possession. There was a suggestion in our Purchase Agreement that would make prospective buyers like us, and sellers, believe the delayed delivery might be legal. All Brokers and Agents should have known that clause in the contract was not representative of CA Statutes nor the fundamentals of Contract Law.
7. We made an offer. We were selected as the first contract for counter. The Seller countered. We agreed. We ratified a binding contract to purchase.
8. The day AFTER Agreement Acceptance, three Patently Incomplete Statutory Disclosure Documents were passed from the Seller's Agent ---->>> to the Seller's Transaction Coordinator --->>> to the Buyers Transaction Coordinator (Peter Whyte) --->>> to the Buyers Agent (Pamela Palacios) --->>> and on to the buyers (us), as part of 300 pages of disclosure documents.
9. When we found the patently incomplete documents, we also found two statements on the TDS the we knew were false from dialogue with the Seller's Agent with our Agent present. That meant the seller's agent would have known the statements were false if he had reviewed the TDS and it meant our Agent also would have known it was false had she reviewed the TDS.
10. Each party in that chain of handoffs had an obligation to review the documents being conveyed for completeness. Absent complete documents they should have obtained completed documents from the Seller and gotten the Seller's Broker involved given a transaction had been ratified without documents that were to be completed prior to listing the property in MLS for sale. **FIDUCIARY FRAUD x 6 - Seller's Agent, Seller's Txn Coordinator, Whyte, Palacios (and Seller Brokers Van Kaenel and Butson)**

**Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud**

11. We asked our Agent and Transaction Coordinator if they had reviewed the TDS, SPQ and Seller's AVID prior to forwarding to us...
 - a. When our agent was asked about the omissions she indicated she had not reviewed the documents. **FIDUCIARY FRAUD - Palacios**
 - b. When our Transaction Coordinator was asked he indicated he had seen them. When asked if/when they would be getting the Seller's Broker involved he indicated we could pressure him to do that, but if we did so, we might lose the opportunity to purchase the property with no explanation as to how that might happen given we took title to the property at time of Agreement Acceptance. **FIDUCIARY FRAUD x2 - Whyte**
12. Weinstein initiated this Fraud, but all the other Licensees involved had to turn a blind eye to it if they wanted to try to earn a commission. They did so without engaging the Selling Broker and setting off an Alarm of gross Brokerage Fraud by all parties. **Fraud - Seller's Agent**

Statement of Facts - Pseudo Legal Document Fraud (Industry Wide Racketeering)

1. The CAR RPA clause 14A indicates the TDS and all other disclosure documents can be delivered to a buyer after Agreement Acceptance. This seems to violate the most basic tenants of representation statements as it pertains to fraudulent misrepresentation and contract law.
2. CA 1102.3 states the TDS is due to a buyer prior to transfer of title
3. CAR RPA Clause 13B states title transfers of time of agreement acceptance.
4. Thus CA 1102.3 combined with clause 13B indicates the TDS is due to a buyer prior to agreement acceptance as is logical for good faith negotiations (another CA 1102 requirement) and long standing contract law ethos related to "representation statements".
5. If / when a buyer finds fraudulent misrepresentation transpired as part of their due diligence during escrow, they can ask for proper pricing modifications to extinguish damages from fraudulent misrepresentation.
6. If the seller refuses, the buyer can complete the transaction and then SUE for fraudulent misrepresentation. PER Jue vs Smiser . Fraudulent Misrepresentation is a Tort, not a contract dispute as it transpired as part of creating the contract. Buyer can also sue for breach of contract for delivering a home in a manner not consistent with that promised.
7. The CAR RPA and TDS contain suggestions for process that do NOT align with CA Statute, Case Precedent nor the most basic ethos of Contract Law
8. CAR and every Broker who has completed a transaction in CA in the past 40 years have presented buyers with contracts that under-represented buyer rights to representation statements. **FRAUD - Mass Action / Class Action vs CAR and every Broker and Agent who engaged in a Transaction for the past 38 years**
9. Every Attorney who has been involved in misrepresentation disputes in the past 40 years has had clear line of sight to the CAR document fraud and failed to report to the AG of California., as should be required as an officer of the court. **FRAUD - Mass Action / Class Action vs every Real Estate Attorney who engaged in a Consultation or Mediation related to the Contract for the past 38 years**

Statement of Facts - Pseudo Legal Document Fraud (Transaction Level Experience and Discovery)

1. When we first engaged with our Agent, Pamela Palacios, we asked for copies of all transaction related documents so we could review them in advance, and gain an understanding of the process before needing to use them in a competitive situation.
2. We were provided a copy of 1) the RPA-CA (Residential Purchase Agreement 2) the TDS (Transfer Disclosure Statement) 3) the SPQ (the Seller Property Questionnaire) and 4) the Seller's Avid
3. Within 15 minutes, we noted several concerns with the process.
 - a. Clause 14 A suggested Delivery timing for Disclosure documents was AFTER contract acceptance. That seemed to violate the most basic concepts of representation required for engaging in a Contract.
 - b. Clause 14 F suggested the removal of the Condition Contingency resulted in assumption of all liability and expense for repairs, with no consideration for the concept of discovery of non-disclosed items during escrow (a contradiction to Jue vs Smiser)
4. The contract prose clearly expressed the importance of Disclosure Statements, but the suggestion that delivery was allowed AFTER Agreement Acceptance nullified the process. **FRAUD - Mass Action / Class Action**
5. The process as defined suggested there were no true disclosure requirements in California OR that the Agreement didn't constitute the initiation of a Contract. .
6. We asked our Agent questions about these two items.
7. Our Agent claimed inexperience prevented her from seeing or understanding problems with the verbiage **FRAUD - Palacios - Since when shouldn't any licensed agent understand representation statement timing basics?**
8. Our Agent engaged three very experienced Coldwell Banker Agents / Assistant Brokers for dialogue. (A CB Trainer, Peter Whyte and Christina Morales) All three Brokerage parties we engaged with indicated this was long standing contract prose across the state that was not followed to the T across the state, but it was in Monterey County. **FRAUD - CB Trainer, Whyte, Morales - Since when shouldn't any licensed agent understand representation statement timing basics?**
9. The understanding we took from the conversations were that 1) it was inline with California Codes and Statutes 2) we weren't going to be able to change the process for our transaction.
10. Given the unusual nature of the process, we thought about trying to establish a relationship with an Attorney prior to engaging in a transaction but then a home we wanted to make an offer on became available and we proceeded with the transaction.
11. We relied on the multi decade experience of the three people we asked about process and the Reputation of Coldwell Banker to feel that if anything did not go well in the transaction that 1), the documents we were using did represent CA Law all be them bizarre 2) the Agents and Brokers would support us inline with Fiduciary duties and 3) we would be able to engage with a third party Attorney, if needed, with expectations s/he would confirm the contract clauses were all legitimate, explain CA law to u, and explain any remedies we might have for behavior that we viewed as problematic. **FRAUD - Reliance Statement**
12. Fraud in the transaction became evident on day 1. From that point forward, more than 30 individual acts of Fraud were identified during escrow.
13. During Escrow, I made a written request to my Broker (Christina Morales) to obtain statements in writing related to her position on TDS delivery timing, Title Transfer timing and other concerns, and to

**Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud**

confirm she would put in writing what she had conveyed to us prior to use of the documents. She made partial statements of fact that were found later to contradict state statutes, and she failed to answer key questions. **FRAUD - Morales**

14. During Escrow, we made verbal contact with two Attorneys. Neither would clarify or clearly support our view that the documents seemed inconsistent with logical processes required to protect buyer interests and to ensure good faith negotiations, thus we did NOT try to stop the transaction for fraud and/or file a specific performance lawsuit. **FRAUD by two third party Attorneys**
15. At Close of Escrow there was approximately \$80,000 in what we considered to be “fraudulent misrepresentation” but we were still unsure at that time if it was considered as such in California given the documents we had been provided and the dialogue we had with CB Agents, the Broker and two Attorneys. We accepted the idea we may have to eat what we viewed as an overpayment of \$80,000 at time of close of escrow.
16. After the close of Escrow we found an additional \$120,000 in concealed defects and fraudulent misrepresentations.
17. After Close of Escrow we had 6 odd experiences with Attorneys. We spent 30 to 60 minutes telling each of this story, the construction and concealment frauds and an additional story related to all brokerage parties involved dealing in patently incomplete disclosure documents, and each Attorney would indicate we had a case but each wanted to refer us to someone else in another firm. **FRAUD by six third party Attorneys**
18. After the 6th referral I began to question the legitimacy of the documents and the CA Legal Industry.
19. Given the facts in our case, the fact that no one was jumping on this to make money did NOT make any sense.
20. I found reference to 1102, in the contract. I eventually figured out that was a reference to CA Civil Code 1102 and I was able to locate that code at several websites. I eventually identified the “leginfo” website to be a California government site for statutes.
21. As it turned out, CA 1102 had been created in 1985 to establish a statutory disclosure document for residential transactions that is referred to as the TDS (Transfer Disclosure Statement). The document and process defined was seemingly intended to help ensure proper disclosure process with less omissions.
22. CA 1102 indicated the TDS was due to a buyer at at “a time practicable, prior to transfer of title”.
 - a. As an experienced Real Estate Professional I was aware that transfer of title transpired at time of Agreement Acceptance not close of escrow as is often thought by laymen.
 - b. Thus that meant the TDS was in fact due prior to Agreement Acceptance as I had initially surmised and been told otherwise.
23. I found a San Francisco Attorney who claimed over 30 years experience in real estate law who had published on Real Estate Fraud and had published a 16 page pdf with over 30 case precedents. I pursued a phone dialogue with him.
 - a. I asked him when the TDS was due on a CA real estate transaction. He indicted it was due
 - b. I asked him how the TDS delivery after Agreement Acceptance could remotely qualify for good faith negotiations which was a requirement for CA 1102. He claimed the fact the buyer could 1) ask for a modified contract amount and 2) walk away if that didn't transpire qualified as good faith negotiations. I disagreed with him
 - c. I pointed out that some buyers had to give up condition contingencies to be competitive and his logic didn't cover those scenarios. Without explaining himself he said stated CA Law was what it was.

**Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud**

- d. He told me the transfer of title transpired at the time of Close of Escrow and that in fact the TDS was not due until close of Escrow.
- e. I circled back to the concept of Title Transfer at time of contract acceptance and he indicated he could not help me and scurried off the phone **FRAUD by multi decade third party attorney**
24. I spent a year filing complaints with relevant oversight bodies to discover the CA DRE, the SPCB and the CSLB were all using illogical legal logic to avoid complaint handling in ways that did not align with CA Statute.
25. I found a Santa Cruz Attorney who claimed over 30 years experience in real estate law. Our dialogue started out with odd questions from him that lead to about 15 more false statements of fact about CA real estate law, that was clearly designed to make us feel we had no case, in the face of the exact opposite **FRAUD by multi decade third party attorney**
26. On 2/14/2024 I discovered the Jue vis Smiser case precedent while doing research in the Salina Law Library. That case precedent perfectly clarified representation requirements via the very nature of the ability to declare fraud during escrow and the ability to close and pursue after close of escrow. .
Discovery of FRAUD
27. The behavior of these individuals and the presentation of these documents has prevented us from obtaining representation because the Attorneys can NOT take on a case with someone who wants to go to court as it would expose the “pseudo legal document fraud”, and in retrospect that would have been a known outcome for all buyers when these documents were in use.

Statement of Facts - Missing Seller/Seller Agent Representation Disclosures - Day 1

1. On day 1 we were provided a list of disclosure documents from the seller.
2. The list was absent a seller agent representation form between sellers and sellers agent. **FRAUD - Seller's Agent**
3. While seemingly benign, that document should have contained a fiduciary duty requirement statement for the seller's agent to buyers that is relevant for suing the Seller's Agent for Fiduciary fraud.
4. The Agents and brokers for Coldwell Banker should have noticed this when it transpired. **FRAUD - Palacios and Whyte**
5. We did not realize this omission until writing up this document.

Statement of Facts - Frauds known as of Day 1 in Escrow included Seller Agent Frauds...

By the end of the first day of escrow, the following 7 frauds and fiduciary frauds involving 6 different people at 3 brokerages were known to me as having transpired...

1. Seller/Seller's Agent - They had provided patently incomplete disclosure documents to us **FRAUD**
2. Seller/Seller's Agent - They had made at least two false statements of fact on the disclosure documents related to structural work and permits that both would have known were false. Other statements were questionable based on prior knowledge and observations. **FRAUD**
3. Seller's Broker - He had allowed a listing on MLS before his firm had any disclosure documents. **FRAUD**
4. Seller's Broker - When “pseudo complete” disclosure documents were created, they were not properly reviewed for completeness or not reviewed at all. **FRAUD**

**Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud**

5. Seller's Transaction Coordinator - The Seller's Transaction Coordinator had taken possession of three patently incomplete statutory disclosure documents and forwarded them to our Transaction Coordinator with seemingly no concern for incomplete documents and no outreach to the responsible broker. She is a 20 yr third party broker who claims to have handled in excess of 15,000 real estate transactions as a transaction coordinator. **FRAUD**
6. Our Transaction Coordinator - The Seller's Transaction Coordinator had taken possession of three patently incomplete statutory disclosure documents and forwarded them to our Agent with seemingly no concern for incomplete documents and no outreach to the responsible broker. He was a 40 year agent who setup the Training Program for Coldwell Banker for Agents in Beverly Hills in the early 2000's. **FRAUD**
7. Our Agent - Our Agent had taken possession of three patently incomplete statutory disclosure documents and forwarded them to us with seemingly no concern for incomplete documents and no outreach to the responsible broker. **FRAUD**

Statement of Facts - Condition Contingency release refusal (Day 17)

1. As of day 17 and the day we were contractually required to remove our Condition Contingency removal, we had received no responses to our Questions posed in three parts from days 8-12 nor had we received a response for the invasive inspection request/demand sent on day 15.
2. We refused to remove our Condition Contingency.
3. We forced the seller to sign a 7 day extension to allow for delivery of those answers and responses.
4. Without a seller kick out option for condition and given the concerns we raised, the Seller was with no way to evade the questions.

Statement of Facts -Document Dump (Day 22)

1. We were provided a 22 page answer to questions drafted by Seller's Agent on behalf of Seller's Agent and Seller .
2. That 22 page Document revealed their claims of arms length in prior disclosures was fraudulent, it also suggested the Seller ay not have been filling out his own disclosure documents and/or that document itself may have contained response information not written by seller - **FRAUD Seller's Agent and Seller**
3. We obtained more than 10 quotes/invoices/emails detailing contractors work.
4. When put in chronological order, we realized all known work done to prep home had been completed in November yet home was not put on Market until March.
5. We suspected the home may have been held off market to conceal water management issues or other issues that would have been revealed by marketing in the cold/rainy season
6. We returned questions related to documents provided and that was met with 3 day demand to remove our condition contingency. .

**Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud**

Statement of Facts - Coerced Contingency Removal w/o Completed Disclosure Docs (Day 24)

1. The Seller issued a 3 day demand to remove our Condition Contingency **FRAUD Seller's Agent and Seller**
2. At the time of issuing that the following were open or incomplete 1) Two of Three Statutory disclosure docs still incomplete 2) Invasive inspection request concerning garage ceiling was still open 3) Followup questions to document dump outstanding
3. We countered with a demand to provide a completed SPQ with answers to questions about flooding and mold We had to draft this up ourselves as our Transaction Coordinator was not available to support us and our Agent was not capable **FRAUD Seller's Agent and Seller**
4. We were verbally told by our Transaction Coordinator that the Seller's Agent had told him that our demand would not be honored. **FRAUD Seller's Agent and Seller**
5. The Terms of our Contract indicated in such a situation, we needed to remove our Condition Contingency or the seller had the right to terminate our Agreement.
6. We removed our Condition Contingency via coercion and under duress
7. When people ask us why we continued there are many reasons -- one of which is it was apparent we were born on the wrong planet and leaving the transaction wasn't going to fix that.

Statement of Facts - Coldwell Banker Agents & Broker failed to report fraud to CA DRE, DA, CA AG

1. Pamela Palacios, Peter Whyte and Christina Morales were all in possession of material information indicating Kent Weinstein and his Broker had committed numerous acts of fraud and negligence
2. As part of their Fiduciary duty they had an obligation to report those acts to the CA DRE and possibly even the Local District Attorney and Attorney General of CA, given the breadth fo the frauds.
3. To my knowledge they failed to file any reports for fraud related to anyone. **FRAUD - Palacios, Whyte and Morales**

Statement of Facts - Coldwell Banker Refused to respond to Position Statement requests/demands

1. Coldwell Banker Agents and VP were sent several requests/demands for position statement after we could confirm the documents we were provided for use were not inline with CA Codes and Statutes
2. They refused to respond **FRAUD - Whyte, VP Alan Searce and Coldwell Banker**

Proposed Charges

Fraud - Multiple Counts for all parties

Conspiracy to Commit Fraud - Multiple Counts for all parties

Racketeering - one count for all parties. Maybe multiple...

			
Pamela Palacios - Agent	Peter Whyte - Agent/ Transaction Coordinator	Chritina Morales - Managing Broker	Alan Searce Regional VP

SUPPORTING DOCs - Emails

Emails with Palacios and Whyte

I have dozens of emails that detail my concerns with them. Some were to them and not to be shared with Seller's Txn Coordinator, Agent and Seller. Others were sent to them to be shared.

Emails with Morales

I have several emails with Morales that are concerning and disturbing. At one point it felt she was trying to agitate us out of the translation. The one related to questions about procedure is detailed below.

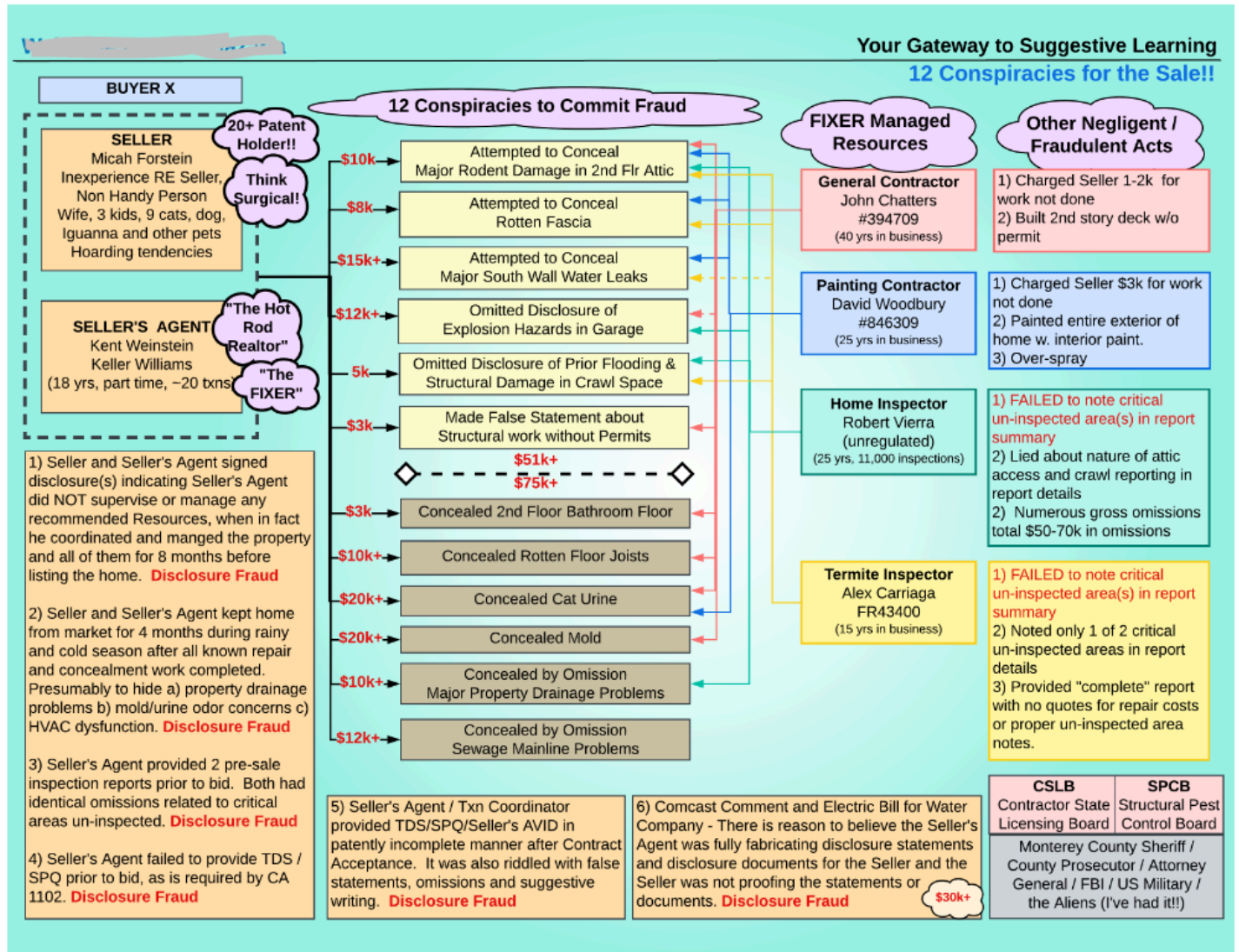
Emails with VP Alan Searce

I have several emails with her that are concerning and disturbing. At one point it felt she was trying to agitate us out of the translation

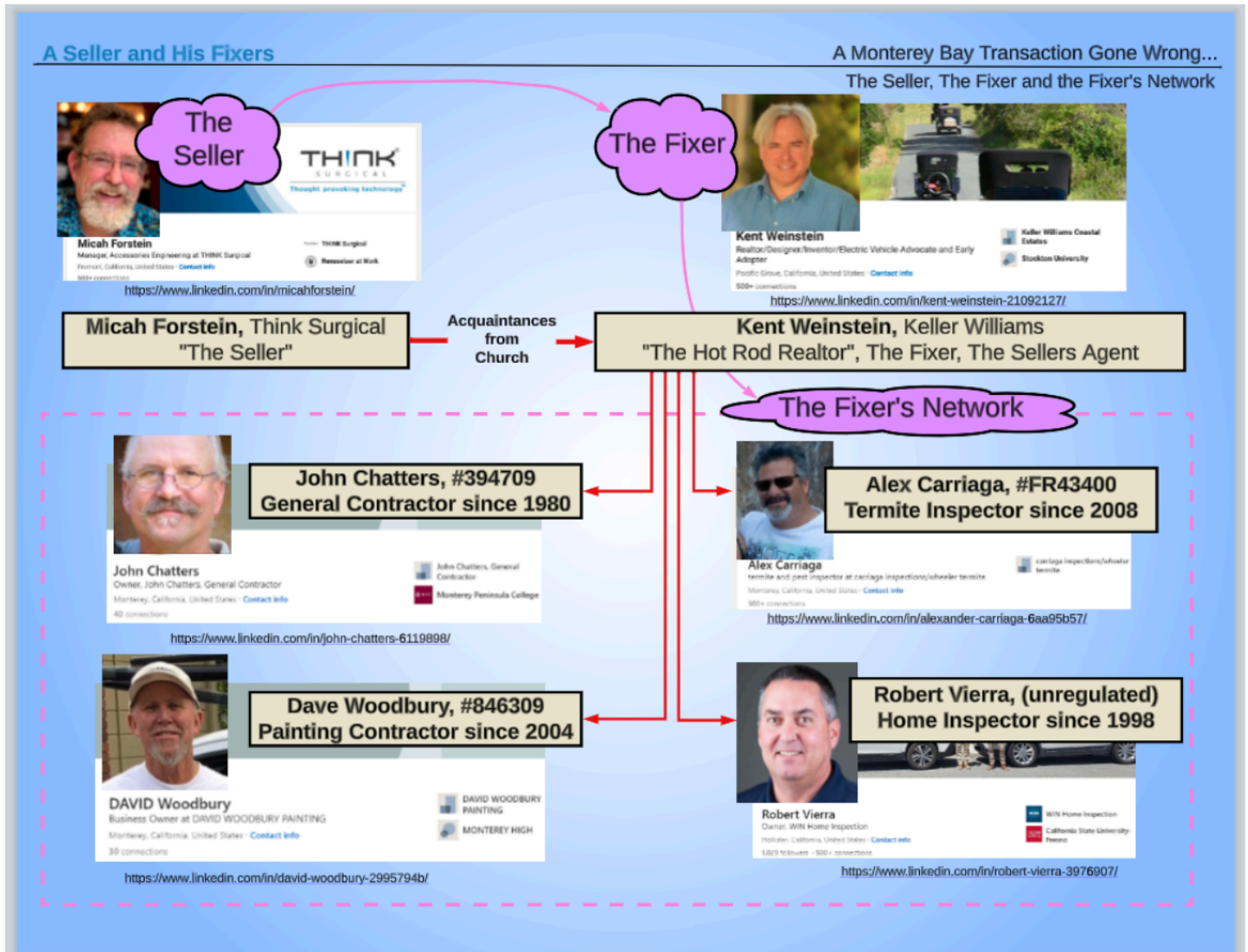
Emails with Morales with detailed questions...

SUPPORTING DOCs - Flow Charts

Flow Chart - 12 Conspiracies that show Fix Up Related Connections



Flow Chart - A Seller and His Fixers



SUPPORTING DOCs - Contractor Fraud related -- Emails, Quotes, Invoices, Representations (late)

Seller Agent and Contractor Fraud Related - 13 Quotes & Invoices related to Fraud

In total we obtained 13 quotes and invoices from the seller related to Chatters/Woodbury frauds. About 9 of those are independent documents found in the google drive folder. The other three are part of the 22 page document.

Please see Complaint Summary for Chatters/Woodbury at following website for detailed breakdown

<https://criminal-complaints-2024.bryancanary.com/re-fix-up-disclosure-scheme/level1-complaints>

Quotes and Invoices	54
9/02/2020 - Quote - From John Chatters - 1st floor util and bathroom (from attestation doc)	54
9/07/2020 - Quote - From Woodbury Painting - Interior Painting (Quoted to John Chatters, GC)	56
9/15/2020 - Quote via email - From John Chatters - 1st floor util & bathroom (from attestation doc)	58
9/15/2020 - Quote via email - From John Chatters - Kitchen Floor Underlay (from attestation doc)	59
Comments on this quote were covered in the prior section related to the summary of the 22 page document it came from.	59
9/25/2020 - Quote via email From John Chatters - quote for adders (from attestation doc)	60
Comments on this quote were covered in the prior section related to the summary of the 22 page document it came from.	60
9/28/2020 - Invoice - From John Chatters	61
9/28/2020 - Proposal - From John Chatters	62
10/12/2020 - Quote via Email between Seller and Chatters - Deck, siding and upstairs bath floor	63
10/19/2020 - Quote via Email between Seller and Chatters - Fence	64
11/01/2020 - Quote - From Woodbury Painting - Pool House (addressed to Seller, not GC)	65
11/18/2020 - Invoice - From John Chatters (add ons, drywall under sink and Seller Agent tasks)	67
11/18/2020 - Invoice - From John Chatters (deck, closet ceiling)	68
Chatters closed off Attic Access with \$8,000 in known damage in it	69
2/24/2021 - Invoice - From John Chatters (deck, closet ceiling, commodes)	69
Spreadsheet Summary of Quotes - All major work completed mid November	71

← → ↻ https://criminal-complaints-2024.bryancanary.com/re-fix-up-disclosure-scheme/level1-complaints ☆ 🔍 📄 📧 📧 📧 📧 📧 📧

Criminal-Complaints-2024 Home RE Fix Up & Disclosure Scheme Dear DA...

The Real Estate Fix-up and Disclosure Fraud Scheme > Level 1 Complaints

Participant Complaints - These are listed in this order for a reason. The Contractors "did the work". They were fully boxed in, and that's why the GC Confessed. There is no excuse and no defense for the work. He did what he did out of spite for someone or something, or just a general dislike for fellow humans. His Confession collapses the Seller's Agent and Seller's defense. That leads to the Inspectors, who's work is riddled with identical flaws. The claim of "oops" won't fly because they both made the same omissions while being paid by the Seller's Agent who coordinated them all.

Criminal Complaint - John Chatters - General Contractor // David Woodbury - Painting Sub Contractor
Chatters was paid \$55,000 for work while willfully and intentionally creating and/or concealing \$110,000 in defects as part of a "fix-up and disclosure fraud scheme" organized by a Seller's Agent and Seller. He personally committed the fraud along with his painting Sub Contractor David Woodbury. The fraudulent work was done prior to the sale of a residential property valued at \$900,000 with DECEIT and pure SPITE for a future buyer they had never met.

- 1) My DA Complaint Form - John Chatters [view redacted](#) || David Woodbury [view redacted](#)
- 2) Complaint / Causes of Action - Chatters / Woodbury (DRAFT) [view](#)
- 3) John Chatters - Criminal Complaint Dialogue/Support - for DA, AG, CSLB [view](#)
- 4) David Woodbury - Criminal Complaint Dialogue/Support - for DA, AG, CSLB [view](#)
- 5) Additional Support Documents: GC 1-7 & Painter 1-7

Shortcuts: [GC1-Floor Joists](#) | [GC2-No Permits](#) | [GC3-Mold](#) | [GC4-2ndFlrAttic](#) | [GC5-2ndFlrBathFloor](#) | [GC6-CatUrine](#) | [GC7-QuotedButNotDone](#)

Shortcuts: [Painter1-Fascia](#) | [Painter2-ExtWithIntPaint](#) | [Painter3-ExtSiding](#) | [Painter4-UrineCellophs](#) | [Painter5-WaterGarageWall](#) | [Painter6-Overspray](#) | [Painter7-QuotedButNotDone](#)

View these Docs with added Context at: <https://contractor-complaints-2023.bryancanary.com/>



John Chatters
General Contractor



David Woodbury
Painter

SUPPORTING DOCs - Disclosure Documents

Link to Folder - Contract and Disclosure Documents

https://drive.google.com/drive/folders/1XNgrKXQg3GCBIMW8_2PQaybWSnn7ba37?usp=sharing

... > 1_Purchase Docs > 0_DA_docs ▾ ⓘ

Name	Owner	Last mo...	File size	
 1_purchaseAgreement.pdf ⓘ	 me	8:53 PM	8.5 MB	⋮
 21_TDS_transferDisclosureStmt.pdf ⓘ	 me	9:07 PM	1.8 MB	⋮
 22_SPQ_sellerQuestionnaire.pdf ⓘ	 me	9:07 PM	2.9 MB	⋮
 23_SellerAVID_agentVisualInspection1.pdf ⓘ	 me	9:07 PM	1.6 MB	⋮
 CB_1_agency.pdf ⓘ	 me	9:06 PM	159 KB	⋮
 CB_statewide_petsRef.pdf ⓘ	 me	8:18 PM	2 MB	⋮
 KW_1_listOfDisclosureDocs.pdf ⓘ	 me	9:05 PM	146 KB	⋮
 KW_2_disclsoureInfoAdvisory.pdf ⓘ	 me	9:05 PM	278 KB	⋮
 KW_3_TDS completion advisory.pdf ⓘ	 me	9:05 PM	82 KB	⋮
 KW_4_Scope of Duty Selection of Vendors.pdf ⓘ	 me	9:05 PM	39 KB	⋮
 KW_5_Coastal Estates Adivosry.pdf ⓘ	 me	9:06 PM	106 KB	⋮
 MLS_Listing.pdf ⓘ	 me	8:36 PM	639 KB	⋮
 y_CIV 2079_AgencyStatute.pdf ⓘ	 me	9:04 PM	175 KB	⋮
 yPamela_Palacios_Sending_13_Packets_(Sellers_.pdf ⓘ	 me	9:08 PM	7.6 MB	⋮
 yPamela_Palacios_Sending_23_Packets-Sellers_D.pdf ⓘ	 me	9:08 PM	6.2 MB	⋮
 yPamela_Palacios_Sending_33_Packets-Sellers_D.pdf ⓘ	 me	9:08 PM	11.1 MB	⋮

NOTE: Agency representation documents between Seller and Seller's Agent are fully absent. I have seen a dual agency document in some packet but can no longer find it. It is not listed in their cover sheet for the disclosure documents either. Wherever it is, there is NO agency representation document with it, as is specified in CIV 2019.16

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

CB_1_Agency Agreement

DocuSign Envelope ID: 9E6CAC68-559D-47C9-AD01-CF6485C088F1



CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)



☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE

PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date 3/27/2021

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Date 3/27/2021

Agent/Designated By: Coldwell Banker Realty DRE Lic # 01908304

By: Pamela Palacios Real Estate Broker (Firm) DRE Lic # 01730920 Date 3/27/2021

(Salesperson or Broker-Associate, if any) Pamela Palacios

© 1991-2018, California Association of REALTORS®, Inc.

AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Coldwell Banker Realty, 126 Clark Tower Place, Ste 100 Carlsbad CA 92008

Peter Whyte

Produced with Lease Wall Transactions (zipForm Edition) 231 Shearson Cr Cambridge Ontario, Canada N1T 1J5 www.bwof.com

Phone: 831.208.2130

Fax: 831.626.2220

12 Bayview Rd

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

DocuSign Envelope ID: 9E6CAG88-559D-47C9-AD01-CF6485C9B8F1

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions.

(b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property.

(c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29.

(d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction.

(e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement.

(f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent.

(h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller.

(j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multifamily residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.

(k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase.

(l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.

(m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another.

"Seller" includes both a vendor and a lessor of real property.

(n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16. Reproduced on Page 1 of this AD form

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
 Is the broker of (check one) ☐ the seller, or ☐ both the buyer and seller (dual agent)
 Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
 Is (check one) ☐ the Seller's Agent, (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent (dual agent)
 Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
 Is the broker of (check one) ☐ the buyer, or ☐ both the buyer and seller (dual agent)
 Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
 Is (check one) ☐ the Buyer's Agent, (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price. Such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

© 1991-2018, California Association of REALTORS®, Inc.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, LLC
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020



AD REVISED 12/18 (PAGE 2 OF 2)

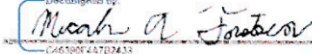
DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

Produced With Lone Wolf Transactions (zipForm Edition) 231 Shearson Ct. Cambridge, Ontario, Canada N1T 1J5 www.hoff.com

11 Bayview Rd

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

KW_1_List of Disclosure Documents (Seller's Agent Fiduciary Disclosure is absent)

Kent Weinstein, KW Coastal Estates March 16, 2021 12 Bayview Road, Castroville, CA 95012 Attached, please find the following documents for the above-mentioned property. Please note: I have not verified any of the information contained in those documents that were prepared by other people. You are encouraged to satisfy yourself to the issues and disclosures discussed in these documents. Please let me know if you have any questions. • Disclosure Information Advisory (3 pages) • Real Estate Transfer Disclosure (3 pages) • Seller Property Questionnaire (4 pages) • FIRPTA (4 pages) • Earthquake Hazards Receipt (1 page) • Statewide Buyer & Seller Advisory (14 pages) • Market Conditions Advisory (2 pages) • Lead Based Paint Disclosure (2 pages) • Water-Conserving Plumbing Fixtures (2 pages) • Wildfire Disaster Advisory (1 page) • Home Fire Hardening Disclosure and Advisory (1 page) • Covid PEAD Seller (1 page) • Covid PEAD Buyer (4 pages) • Monterey Supplemental Advisory (5 pages) • MCWRA Water Cert (2 pages) • KW Affiliated Business Disclosure (1 page) • KW Coastal Estates Advisory (2 pages) • KW Advisory regarding Electronic Advisory (1 page) • KW Seller Acknowledgement of Scope of Duty (2 pages) • KW Seller Advisory Regarding Completing the TDS (2 pages) • Square Footage Advisory (1 page) • Property Profile (3 pages) • Natural Hazard Signature Page (1 page) • Buyers Inspection Election *For Buyer (1 page) • Buyers Inspection Waiver * For Buyer (1 page) • Final Walk Thru *For Buyer At Appropriate Time (1 page) The following reports are included in this packet: • Home Inspection • Pest Inspection • Natural Hazard Report • Earthquake Hazards Booklet The following will be forwarded upon completion: • Preliminary Title Report • Agent Visual Inspection Disclosure Please note, the Homeowners Combined Safety Information Guide is a reference for the questions in the Earthquake Hazard Report. In an effort to be environmentally friendly the HOMEOWNERS COMBINED SAFETY INFORMATION GUIDE can be opened and reviewed online or printed from the link: http://www.disclosures.com/sites/default/files/jcp-lgs_combinedhazardbook-english.pdf. A PDF of this booklet has also been attached if preferred for reference. Please sign as an acknowledgement of receipt for all the above documents. DocuSigned by:  C46790F4570243A... Seller Signed Receipt  F5A3119EBCC74A0... Buyer Signed Receipt Micah Aaron Forstein 3/18/2021 2 DocuSigned by:  08C444F5280243A... Date	3/16/2021 - MLS Listing went live 3/18/2021 - Seller Signed disclosure documents. MLS Listing should not exist prior to completion of all statutory disclosure documents. !! NOTE: this List is missing Agency Document required by CIV 2019.16 That document details Seller Agent fiduciary duties to Seller and to buyer. . I can not find that document in this packet or any others. !! NOTE: this List is missing Dual Agency disclosure doc required by CIV 2019.xx I can not find that document in this packet or any others.
---	---

Seller's Agent Agency Agreement - OMITTED / Non EXISTENT

As stated above, the Seller's Agent Agency Agreement is not included in our documents. That is what told the Seller and Buyer the Seller's Agent obligations with his signature on it. This is a required document from CIV 2019.16 .

KW - Disclosure Information Advisory (Answer all Questions on TDS and SPQ - Signed by Seller)

Link to Document

<https://drive.google.com/file/d/1XX82a01CjzvOllregSFBmY03eMYyis88/view?usp=sharing>

Page 1

DocuSign Envelope ID: A809B8E4-4652-4B06-91B7-1952C61DAF2E  DISCLOSURE INFORMATION ADVISORY (FOR SELLERS) (C.A.R. Form DIA, 6/20) INTRODUCTION: All sellers in California are required to provide various disclosures in real property transactions. Among the disclosure requirements, sellers have an affirmative duty to disclose to buyers all material conditions, defects and/or issues known to them that might impact the value or desirability of the Property. Failing to provide those disclosures may lead to a claim or a lawsuit against you which can be very costly and time consuming. As a seller, you may be required to fill out one or more of the following: Real Estate Transfer Disclosure Statement ("TDS"); Seller Property Questionnaire ("SPQ"); Exempt Seller Disclosure ("ESD"). (Collectively, or individually, "Disclosure Forms"). Please read this document carefully and, if you have any questions, ask your broker or appropriate legal or tax advisor for help. PREPARING TO COMPLETE YOUR DISCLOSURE OBLIGATIONS: - Read and carefully review all questions in the Disclosure Form(s) to make sure that you understand the full extent of the information that is being requested in each question. - While a seller does not have the duty to investigate or discover unknown issues, you may have been given disclosures either from the previous owner at the time of purchase or from a previous buyer who cancelled. Information about the Property may have been revealed if you may have posted or recorded information and material facts about the Property online (social media, blogs, personal websites, Facebook, advertisements, etc.) or received documents or correspondence from an Homeowners' Association ("HOA"). - Use any known and available documentation to refresh your memory of past and current issues, condition and/or problems and then provide a copy of that paperwork with your fully completed Disclosure Forms. A seller does not have to find lost documents or to speculate about what was in the documents that they cannot remember, but if the documents are known and available to you, they should be used to assist you in completing the Disclosures forms. - Allow plenty of time to fully complete the Disclosure Forms. - Your knowledge may be based upon what you have been told orally (e.g., in a conversation with a neighbor) or received in writing (such as a repair estimate, report, invoice, an appraisal, or sources as informal as neighborhood or HOA newsletters). Keep in mind that if a neighbor told you something, they are likely to tell the new owner the same information after the transaction. - If you are unsure about whether something is important enough to be disclosed, you should probably disclose it. If you don't want to disclose a piece of information about the Property, think about your reasoning for why you do not want to disclose this information. If the answer is because you think a buyer will not want to buy the Property or will want to purchase at a lower price, that is exactly the reason why the fact ought to be disclosed; it materially affects the value or desirability of the Property. INSTRUCTIONS FOR COMPLETING ALL DISCLOSURE FORMS: DO NOT leave any questions blank or unanswered unless the section is not applicable. Answer all questions and provide all documents, information and explanations to every "Yes" response in the blank lines or in an addendum to the Disclosure Form. - Many questions on the Disclosure Forms ask if you "are aware" of a particular condition, fact or item. If you do not know the answer to any question, then you are "not aware" and should answer that question "No." - The Disclosure Forms are designed to get sellers to provide buyers with as much information as possible, and thus many of the questions on these forms may list multiple issues, conditions or problems and/or have subparts. It is important to address each aspect of each question and provide precise details so that Buyers will understand the "who, what, where, when and how." - The Disclosure Forms are written using very broad language. You should not limit the information, documents, and/or explanations that you provide Buyers. - Be specific and provide facts for each response; you should not let subjective beliefs limit, qualify or downplay your disclosures. Avoid words such as "never," "minor," "insignificant," "small" or "infrequent" as these terms may reflect your opinion but that opinion may not be shared by Buyers, professionals or others. Do not speculate as to what you guess the issue is, or assume something is true without actual knowledge. State your disclosures only to the extent of what you actually know. - Consider all issues, conditions or problems that impact your Property, even those that are not necessarily on your Property but are related to a neighbor's property (such as shared fences, lot-line debates) or exist in the neighborhood (such as noise, smells, disputes with neighbors, or other nuisances). © 2020, California Association of REALTORS®, Inc. DIA 6/20 (PAGE 1 OF 3) DISCLOSURE INFORMATION ADVISORY (DIA PAGE 1 OF 3) Tracy Tremblay, Broker, PO Box 336 Pacific Grove, CA 93950 Phone: 831.521.6999 Fax: 831.521.6999 12 Boardwalk - Tracy Tremblay Produced with Lene Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwf.com	1) "sellers have affirmative duty to disclose to buyers all material conditions , defects and/or issues know to them that might affect value or desirability of the property" -- YES. and shouldn't that also be shared before the buyer decides on the value of property? 2c) 20+ documents and reports related to quotes, invoice related to work to prepar home for sale were withheld for 3 weeks until document demand forced them. 3a) Questions were left blank 3e) He did NOT provide facts for each response. He left out DOZENS of them that the agent also would have known were absent...
---	---

DocuSign Envelope ID: A8098DE4-46B2-4B08-91B7-1992C610AF2E

- G. Even if you have learned to live with an issue, condition or problem, disclose it.
- H. Even if you believe that an issue, condition or problem has been repaired, resolved or stopped, disclose the issue and what has been done, but do not speculate, predict or guarantee the quality or effectiveness of the repair or resolution.
- I. If there is conflicting information, data, and/or documents regarding any issue, condition or problem, disclose and identify everything.
- J. Do not assume that you know the answer to all questions; for example, unless you personally obtained or received copies of permits do not assume that anyone who did work on the Property obtained permits.
- K. If you are relying on written or oral information you received from someone else, even if you disagree with that information or are unsure as to its truth, disclose and identify the source of that information.

4. COMPLETING SPECIFIC TYPES OF DISCLOSURE DOCUMENTS:

REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS") (Civil Code Section 1102.6)

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS. **For the TDS to be complete, one of the three boxes provided in Section I must be checked. If no Substituted Disclosures are being provided, Seller should check the box that indicates "No substituted disclosures for this transfer."**

Section I allows sellers to incorporate and provide reports and disclosures that relate to the information requested in that Disclosure Form. Providing those "Substituted Disclosures" does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS.

Section II A asks you to check a series of boxes to indicate what appliances, fixtures and other items exist on the property and asks whether any of those existing items are "not in operating condition", a term which is not defined. Consider whether the checked appliances, fixtures and items fully function as if they were new and if not, disclose any issues, limitations or problems. The TDS is not a contract and it does not control which items must remain with the property after close of escrow; the purchase agreement determines which items must remain. However, you should be careful not to represent an amenity that the property does not have, so do not assume that feature is there (i.e. sewer or central air conditioning), and only check the box if you know it is a part of the property.

Section II B asks if you are aware of any significant defects/malfunctions in certain identified areas of the property. There is no definition for "significant defects/malfunctions"; do not assume this terminology places any limits on what you need to disclose. If you check any of the boxes, please provide as much information as possible regarding the issues, conditions or problems that you know about the checked areas.

Section II C asks sixteen questions regarding the Property and the surrounding areas. These questions are written very broadly and contain multiple issues, conditions and/or problems. Make sure that you respond as to each issue, condition or problem. If you respond "Yes" to any question, you should provide as much information as possible about the issue. If you are answering any of these questions "No" because you lack familiarity with the Property or the topic of any question, then you can explain the reasons, such as that you have not seen the Property in a long time or at all. This may help the buyers to understand that your "No" answer reflects the lack of awareness of the item, not that you are representing that the problem, condition or issue does not exist.

Question 16 in section II C refers to various code sections which part of a law are concerning construction defects that is widely known as SB 800 or Title 7. This law (Civil Code Sections 895-945.5) applies to residential real property built by a "Builder" and sold for the first time on or after January 1, 2003. If you have any questions about the applicability to the Property of any of the laws referenced in Question 16, or how you should answer this question, your Listing Agent recommends that you consult with a qualified California real estate attorney for advice. Your Listing Agent cannot and will not give you legal advice on these matters.

SELLER PROPERTY QUESTIONNAIRE

The C.A.R. Residential Purchase Agreement requires Sellers to complete an SPQ for any transaction that requires a TDS because the TDS does not include questions regarding everything that sellers need to disclose to buyers. One example of a question not covered in the TDS but that is on the SPQ is whether there has been a death on the Property within the last 3 years (Civil Code Section 1710.2). Another example of a legally required disclosure that is not in the TDS, is the requirement that sellers of single family residences built prior to January 1, 1994 (and other properties built before that date) must disclose if the Property has any noncompliant plumbing fixtures (Civil Code Sections 1101.4 and 1101.5). 1. Any toilet that uses more than 1.6 GPF; 2. Any showerhead that has a flow capacity of more than 2.5 GPM and 3. Any interior faucet that emits more than 2.2 GPM. The SPQ should be used in conjunction with the TDS to help the seller carry out the obligation to disclose known material facts about the Property.

DIA 6/20 (PAGE 2 OF 3)

DISCLOSURE INFORMATION ADVISORY (DIA PAGE 2 OF 3)

Produced with Lona Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com



12 Bourdwalk

"Providing substitute disclosures does not eliminate your responsibility to fully and completely disclose all information known by you that is requested in the TDS".

???

The TDS is not a contract and it does not control which items must remain with the property after the close of escrow. The purchase agreement determines which items must remain. " << this is all confusing and false >>

The CAR RPA requires Sellers to complete and SPQ

(under what authority?)

EXEMPT SELLER DISCLOSURE ("ESD")

Some sellers of real property may be legally exempt from completing the TDS. For example, probate and bankruptcy court sales and sales by governmental entities are exempt from the obligation to provide a TDS. Some property that is owned by a trust which has trustee(s) acting in the capacity of a seller may also be exempt; but not all trustee(s) are exempt. If a qualified California real estate attorney has advised you that you are exempt from completing the TDS, then you may choose not to complete that form or any supplement to the TDS, but you may still be required to complete the ESD. Being exempt from completing certain Disclosure Forms does not completely eliminate those disclosure obligations that apply to all sellers under federal, state or local laws, ordinances or regulations and/or by contractual agreement with the buyer. The seller is still obligated to disclose all known material facts that may affect the value of the property. Further, the C.A.R. Residential Purchase Agreement requires those sellers who are exempt from the TDS to fill out the ESD. Pay particular attention to the "catch all" question, which asks you to disclose your awareness of any other material facts or defects affecting the property.

5. FINAL RECOMMENDATIONS:

It is important that you fully complete any legally or contractually required Disclosure Forms. To that end, the real estate Broker, and, if different, the real estate licensee, who listed the property for sale ("Listing Broker") strongly recommend that you consider the following points when completing your Disclosure Forms:

- If you are aware of any planned or possible changes to your neighbor's property (such as an addition), changes in the neighborhood (such as new construction or road changes) that may affect traffic, views, noise levels or other issues, conditions or problems, disclose those plans or proposed changes even if you are not certain whether the change(s) will ever occur.
- Disclose any lawsuits, whether filed in the past, presently filed or that will be filed regarding the property or the neighborhood (such as an HOA dispute) even if you believe that the case has been resolved. Provide as much detail as possible about any lawsuit, including the name of the case and the County where the case was filed.
- If any disclosure that you have made becomes inadequate, incomplete, inaccurate or changes over time, including right up until the close of escrow, you should update and correct your Disclosure Forms in a timely fashion.
- If you have any questions about the applicability of any law to the Property, your Listing Broker recommends that you consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you if any law is applicable to the Property.
- If you need help regarding what to disclose, how to disclose it or what changes need to be made to your Disclosure Forms, the best advice is to consult with a qualified California real estate attorney for advice. Your Listing Broker cannot and will not tell you what to disclose, how to disclose it or what changes need to be made to your answers.
- While limited exceptions may exist, such as questions that may impact fair housing and discrimination laws, generally speaking, when in doubt, the best answer to the question: "Do I need to disclose ...?" is almost always "YES, disclose it."

Seller has read and understands this Advisory. By signing below, Seller acknowledges receipt of a copy of this Advisory.

Seller  Date 3/18/2021
Michah A Forstein
 Seller _____ Date _____

© 2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, LLC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

DIA 6/20 (PAGE 3 OF 3)

DISCLOSURE INFORMATION ADVISORY (DIA PAGE 3 OF 3)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwf.com

12 Boardwalk -

"It is important that you fully complete any legally or contractually required disclosure forms."

All three were delivered to us patently incomplete

The documents passed through the following before getting to us with no notice of incompleteness, 1) the seller's agent, 2) seller's transaction coordinator 3) our transaction coordinator 4) our Agent.

Singed 2 days after listed on MLS...

KW - Seller Advisory regarding completing the TDS (Answer all Questions -signed by seller & agent!)

Page 1

KELLER WILLIAMS REALTY

SELLER ADVISORY REGARDING COMPLETING THE TRANSFER DISCLOSURE STATEMENT

Apart from the Purchase Agreement, the second most important document in a real estate transaction is the Transfer Disclosure Statement, commonly called a "TDS." Unless an exemption applies, sellers of residential 1-4 unit properties must complete a TDS and deliver it to the buyer.

Sellers in California have an affirmative duty to disclose to buyers all material conditions or defects known to them which can affect the value or desirability of the property. Failure to do so can lead to liability from the buyer for damages as a result of the lack of disclosure.

Section A asks you to check boxes regarding appliances, fixtures and items on the property and whether any are not in operating condition. **Section B** asks if you, as seller, are aware of any significant defects or malfunctions in the identified areas of the property. If you check any of the boxes, please provide as much information as you can, using additional sheets if necessary.

Section C asks sixteen questions regarding the property and surrounding areas. These questions are in the form of: "Are you (Seller) aware of any of the following?" A "Yes" answer means you are aware of something which is subject of that question. A "No" answer means you are not aware of something which is subject of that question. **DO NOT LEAVE ANY OF THESE QUESTIONS BLANK.**

It is important that you complete the TDS as completely, fully and as honestly as you can. To that end, we strongly recommend that you consider the following in making your disclosures and completing the TDS:

1. Spend some time with the TDS walking through your property and trying to remember issues, repairs, leaks, or other damage to the property. Add any of these to your TDS.
2. If you had a repair to, or remodel of, the property, identify the issues (water leak, remodel, etc.) and the repairs or remodels in the TDS, even if you believe that the problem no longer exists. You should also disclose and include copies of any contracts, estimates or bids for the work if you still have them.
3. You should attach additional sheets to the TDS if necessary to fully disclose and to paint a complete picture of the property.
4. Even if you disagree with them, disclose whether you are aware of any issues or disputes with neighbors regarding lot lines, fences, encroachments or other neighborhood issues.

"Sellers in California have affirmative duty to disclose to buyers all material conditions or defects known to them which can affect the value or desirability of the property. Failure to do so can lead to liability from the buyer for damages as a result of the lack of disclosure"

Document delivered patently incomplete with two items known to have been fraudulent upon first receipt and dozen + found to be fraudulent later.

"DO NOT LEAVE ANY OF THESE QUESTIONS BLANK" - Yet the document was conveyed patently incomplete.

"Include copies of any contracts, estimates, or bids" - they withheld those for three weeks until document demand made.

5. Disclose all old reports, disclosures, inspections, surveys, bids, correspondence, public records, etc., that you possess regarding the property, even back to when you bought the property

6. Disclose any lawsuits, past or present, which affect, or have affected, the property even if they have been resolved.

7. Disclose any neighborhood nuisances, such as noise or odors, which affect the property.

8. Disclose any repairs or additions to the property known to you that were made without permits, or if the property is in violation of zoning or other laws or regulations.

9. Disclose any changes or construction in the neighborhood known to you, such as changes to roads or other construction which may affect traffic, views, or can cause noise and other issues.

10. If you were told information which you were not able to verify regarding something related to the property, or something about, or someone in, the neighborhood, discuss that with your agent.

11. Remember, the best advice is "When in doubt, disclose."

If you discover information after the TDS is completed which renders the original TDS disclosures incomplete or inaccurate, please notify your agent as an amendment to the TDS disclosure may have to be made to the buyer.

I/We have received and read this Advisory:

Seller: Designated by: Micah A. Forstein Date: 3/18/2021, 201_
C403809 44782433 Micah Aaron Forstein

Seller: _____ Date: _____, 201_

Listing Agent: Designated by: [Signature] Date: 3/18/2021, 201_
F5E6079C475D456

5) Disclose old reports... (etc)

they withheld the 2015 inspection report for for two weeks until we started forcing questions on them.

When presented it exposed asbestos removal and major water damage and structural concerns not otherwise disclosed.

They failed to disclose 50k in work done without permits.

"When in doubt disclose" -- they failed to disclose DOZENS of facts related to concealed defects...

Singed 2 days after listed on MLS...

TDS - 3 Pages - Patently Incomplete AND A DOZEN fraudulent misrepresentations...

Link to TDS

https://drive.google.com/file/d/11oU4Qy_67wFLMivmP0ZCZ84BpkBsJLn8/view?usp=drive_link

TDS Page 1

DocuSign Envelope ID: A8098BE4-46B2-4BD6-97B7-1992C61DAF2E

CALIFORNIA REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
(C.A.R. Form TDS, Revised 6/20)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Castroville, COUNTY OF Monterey, STATE OF CALIFORNIA, DESCRIBED AS 12 Bayview Rd, Castroville, CA 95012-9725

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) March 16, 2021. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☒ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☐ Additional inspection reports or disclosures: _____

No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S). IF ANY, THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☒ is ☐ is not occupying the property.

A. The subject property has the items checked below:

☒ Range	☒ Wall/Window Air Conditioning	☒ Pool:
☒ Oven	☒ Sprinklers	☒ Child Resistant Barrier
☒ Microwave	☒ Public Sewer System	☒ Pool/Spa Heater:
☒ Dishwasher	☒ Septic Tank	☒ Gas ☐ Solar ☐ Electric
☒ Trash Compactor	☒ Sump Pump	☒ Water Heater:
☒ Garbage Disposal	☒ Water Softener	☐ Gas ☒ Solar ☐ Electric
☒ Washer/Dryer Hookups	☒ Patio/Decking	☒ Water Supply:
☒ Rain Gutters	☒ Built-in Barbecue	☐ City ☒ Well
☒ Burglar Alarms	☒ Gazebo	☒ Private Utility or
☒ Carbon Monoxide Device(s)	☒ Security Gate(s)	Other owner is the Utili.
☒ Smoke Detector(s)	☒ Garage:	☒ Gas Supply:
☒ Fire Alarm	☒ Attached ☐ Not Attached	☒ Utility ☐ Bottled (Tank)
☒ TV Antenna	☒ Carport	☐ Window Screens
☒ Satellite Dish	☒ Automatic Garage Door Opener(s)	☐ Window Security Bars
☒ Intercom	☒ Number Remote Controls	☐ Quick Release Mechanism on
☒ Central Heating	☒ Sauna	Bedroom Windows
☒ Central Air Conditioning	☒ Hot Tub/Spa:	☒ Water-Conserving Plumbing Fixtures
☐ Evaporator Cooler(s)	☐ Locking Safety Cover	
Exhaust Fan(s) in kitchen	220 Volt Wiring in Laundry	Fireplace(s) in Family Room
Gas Starter	Roof(s): Type: composite 30 year	Age: 5 (approx.)
Other:		

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☒ No. If yes, then describe. (Attach additional sheets if necessary): Hot Tub might need some work on heating system control.
*for clarification: faucets on utility gas pool heater is on propane and passive solar

(see note on page 2)

Buyer's Initials BC HB Seller's Initials PH

©2014, California Association of REALTORS®, Inc.
TDS REVISED 6/20 (PAGE 1 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Tracy Transille, Broker, PO Box 326 Pacific Grove, CA 93950 Phone: 831.621.6999 Fax: 831.621.6999 12 Boardwalk -
Tracy Transille Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr Cambridge, Ontario, Canada N1T 1J5 www.lwll.com

1 -In small and non bold font, indicates although not warranty, buyers may rely on it for discerning the terms of purchase. HOWEVER, that can NOT happen unless it's provided prior to making an offer?

2 - IN BOLD AND ALL CAPS --" THE FOLLOWING ARE REPRESENTATION STATEMENTS. ... { } THIS INFORMATION I IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN BUYER AND SELLER"

Are you confused yet?

Apparently disclosures are not part of contract and representations are part of disclosures?

Sooo.... can the buyer rely on this for what they are buying or not AND how can they do that if this isn't due until after an offer is made??

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

TDS Page 2

All of the omissions and mis-statements noted on this page would have been known by 1) the Seller and 2) the Seller's Agent...

Property Address: <u>12 Bayview Rd, Castroville, CA 95012-9725</u> Date: <u>March 16, 2021</u> B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☒ Yes ☐ No. If yes, check appropriate space(s) below. ☐ Interior Walls ☐ Ceilings ☒ Floors ☐ Exterior Walls ☒ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s) ☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☒ Electrical Systems ☐ Plumbing/Sewers/Septics ☒ Other Structural Components (Describe: <u>upstairs windows might leak a little during heavy rain. Insulation under structure detached.</u>) If any of the above is checked, explain. (Attach additional sheets if necessary.): <u>minor water damage in dining room floor. Solar panels in need of regular maintenance. Power Max is 536kw/Month in last 6 months. Cracking in cement in Pool house and around pool. Sheds and Water House in need of work.</u> *Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code. C. Are you (Seller) aware of any the following: <u>Substances</u>, materials, or products which may be an <u>environmental hazard</u> such as, but not limited to, <u>asbestos</u>, formaldehyde, radon gas, lead-based paint, <u>mold</u>, fuel or chemical storage tanks, and <u>contaminated soil or water</u> on the subject property. ☒ Yes ☐ No - Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property. ☒ Yes ☐ No - Any encroachments, easements or similar matters that may affect your interest in the subject property. ☒ Yes ☐ No <u>Room additions, structural modifications, or other alterations or repairs made without necessary permits.</u> ☒ Yes ☐ No <u>Room additions, structural modifications, or other alterations or repairs not in compliance with building codes.</u> ☒ Yes ☐ No - Fill (compacted or otherwise) on the property or any portion thereof. ☐ Yes ☒ No - Any settling from any cause, or slippage, sliding, or other soil problems. ☐ Yes ☒ No <u>Flooding, drainage or grading problems</u>. ☐ Yes ☒ No - Major damage to the property or any of the structures from fire, earthquake, floods, or landslides. ☐ Yes ☒ No - Any zoning violations, nonconforming uses, violations of "setback" requirements. ☐ Yes ☒ No - Neighborhood noise problems or other nuisances. ☒ Yes ☐ No - CC&R's or other deed restrictions or obligations. ☐ Yes ☒ No - Homeowners' Association which has any authority over the subject property. ☐ Yes ☒ No - Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others). ☐ Yes ☒ No - Any notices of abatement or citations against the property. ☐ Yes ☒ No - Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others). ☐ Yes ☒ No If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): <u>Hexavalent Chromium 18 ppb in water. Remove with water filter if desired, naturally occurring. State of California water board undecided acceptable limits. Current statute is 50ppb. Well is on property but shared with 8 families, who pay for use and pay for maintenance/County of Monterey health department use fees. Run as business. Farm Animal noise. Some gunfire sounds from neighbors. Well is on a separate electrical circuit.</u> D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards. 2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law. Buyer's Initials <u>BC</u> <u>HB</u> Seller's Initials <u>ML</u> TDS REVISED 6/20 (PAGE 2 OF 3) REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3) Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com 12 Boardwalk -	B) Not checked & should have been... <u>Interior walls</u> (water damages and cat urine concealed with paint) <u>Ceilings</u> (damaged via racoon piss concealed with paint) <u>Exterior Walls</u> (south wall beyond useful life. Concealed with paint, putty, caulk) <u>Plumbing</u> - (defective hot water pipes, water heater explosion risk, defective shower drain pipes in 1st floor, main line to septic beyond useful life) Checked but not described in full <u>Floors</u> (covered in cat urine. Cleaned w/ enzyme cleaner. House held from market 3 months thru cold season to cover up). <u>Insulation</u> (omits 1000sf of destroyed insulation in attic)
--	---

c1) NOT DISCLOSED - asbestos - was removed and not disclosed & mold - was concealed in multiple areas

c4) NOT DISCLOSED - no permits - 2nd floor deck removed and rebuilt without permits\

c5) NOT DISCLOSED - alterations not in compliance with building codes - \$110,000 in created and concealed defects

c8) NOT DISCLOSED - flooding, drainage, grade - North yard was grossly problematic. Denied here.

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

TDS Page 3

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725 Date: March 16, 2021

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller: Micah A Forstein Date: 3/18/2021

Seller: _____ Date: _____

III. AGENT'S INSPECTION DISCLOSURE
 (To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

☒ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Representing Seller) KW Coastal Estates By: Kent Weinstein Date: 3/18/2021
 (Please Print) (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE
 (To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

☒ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) COLDWELL BANKER By: Pamela Palacios Date: 4/1/2021
 (Please Print) (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller: _____ Date: _____ Buyer: _____ Date: _____
 Seller: Micah A Forstein Date: _____ Buyer: _____ Date: _____

Agent (Broker Representing Seller) KW Coastal Estates By: _____ Date: _____
 (Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By: _____ Date: _____
 (Please Print) (Associate Licensee or Broker Signature)

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

© 2020, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, LLC,
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

TDS REVISED 6/20 (PAGE 3 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)
 Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com 12 Boardwalk -

Dates:

Doc created on date of MLS Listing. Doc signed 2 days later. Home should not have been listed on MLS without completed documents

Agent Disclosures

"Based on above inquiry of sellers to condition AND a reasonably diligent visual inspection"...

In addition to noting Visual Inspection Disclosure, Agent needs to check one box or the other for additional items to disclose....

He left both boxes blank.
One needs to be checked.
These are mutual exclusive statements..

He had LOT more to disclose due to his 8 month management of property and oversight of 55k in work that created/concealed 100k in defects.

He disclosed verbally anytime we'd ask about something he should NOT have known about...

Both Seller and Seller's Agent failed to sign Section V.

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

SPQ - 5 Pages - Patently Incomplete AND DOZENS of Fraudulent Misrepresentations AND Seller may not have been completing his own Documents

Link to SPQ

https://drive.google.com/file/d/1-zcWbj5d1xh7i40NzgpsYDAnhgBougg/view?usp=drive_link

SPQ - Page 1

Uocsign Envelope ID: A509B5E4-4652-45D6-91B1-1992C61DAF2E CALIFORNIA ASSOCIATION OF REALTORS® SELLER PROPERTY QUESTIONNAIRE (C.A.R. Form SPQ, Revised 6/18) This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead. Seller makes the following disclosures with regard to the real property or manufactured home described as <u>12 Bayview Rd</u> in <u>Castroville</u>, Assessor's Parcel No. <u>131-092-029</u>, situated in County of <u>Monterey</u> California ("Property"). 1. Disclosure Limitation: The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney. 2. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. • Answer based on actual knowledge and recollection at this time. • Something that you do not consider material or significant may be perceived differently by a Buyer. • Think about what you would want to know if you were buying the Property today. • Read the questions carefully and take your time. • If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide. 3. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. • Something that may be material or significant to you may not be perceived the same way by the Seller. • If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI). • Sellers can only disclose what they actually know. Seller may not know about all material or significant items. • Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense. 4. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section 18. 5. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF... <table border="0"> <tr> <td>A. Within the last 3 years, the death of an occupant of the Property upon the Property</td> <td>☐ Yes ☒ No</td> </tr> <tr> <td>B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)</td> <td>☐ Yes ☒ No</td> </tr> <tr> <td>C. The release of an illegal controlled substance on or beneath the Property</td> <td>☐ Yes ☒ No</td> </tr> <tr> <td>D. Whether the Property is located in or adjacent to an "industrial use" zone</td> <td>☐ Yes ☒ No</td> </tr> <tr> <td>(In general, a zone or district allowing manufacturing, commercial or airport uses.)</td> <td></td> </tr> <tr> <td>E. Whether the Property is affected by a nuisance created by an "industrial use" zone</td> <td>☐ Yes ☒ No</td> </tr> <tr> <td>F. Whether the Property is located within 1 mile of a former federal or state ordnance location</td> <td>☐ Yes ☒ No</td> </tr> <tr> <td>(In general, an area once used for military training purposes that may contain potentially explosive munitions.)</td> <td></td> </tr> <tr> <td>G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision</td> <td>☐ Yes ☒ No</td> </tr> <tr> <td>H. Insurance claims affecting the Property within the past 5 years</td> <td>☒ Yes ☐ No</td> </tr> <tr> <td>I. Matters affecting title of the Property</td> <td>☐ Yes ☒ No</td> </tr> <tr> <td>J. Material facts or defects affecting the Property not otherwise disclosed to Buyer</td> <td>☒ Yes ☐ No</td> </tr> <tr> <td>K. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3</td> <td>☐ Yes ☐ No</td> </tr> </table> Explanation, or ☒ (if checked) see attached; <u>storm damage of old fence now replaced. Best Internet 300Mbs</u> <u>Through Comcast Cable.</u> Buyer's Initials <u>BC</u> <u>AB</u> Seller's Initials <u>PCW</u> © 2018, California Association of REALTORS®, Inc. SPQ REVISED 6/18 (PAGE 1 OF 4) SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4) Tracy Travella, Broker, PO Box 326 Pacific Grove CA 93950 Phone: 4315214999 Fax: 886789138 12 Boardwalk - Tracy Travella Produced with Love Wolf Transactions (zipForm Edition) 251 Sherrison Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com	A. Within the last 3 years, the death of an occupant of the Property upon the Property	☐ Yes ☒ No	B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)	☐ Yes ☒ No	C. The release of an illegal controlled substance on or beneath the Property	☐ Yes ☒ No	D. Whether the Property is located in or adjacent to an "industrial use" zone	☐ Yes ☒ No	(In general, a zone or district allowing manufacturing, commercial or airport uses.)		E. Whether the Property is affected by a nuisance created by an "industrial use" zone	☐ Yes ☒ No	F. Whether the Property is located within 1 mile of a former federal or state ordnance location	☐ Yes ☒ No	(In general, an area once used for military training purposes that may contain potentially explosive munitions.)		G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision	☐ Yes ☒ No	H. Insurance claims affecting the Property within the past 5 years	☒ Yes ☐ No	I. Matters affecting title of the Property	☐ Yes ☒ No	J. Material facts or defects affecting the Property not otherwise disclosed to Buyer	☒ Yes ☐ No	K. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3	☐ Yes ☐ No	? ,1,2,3 - The same confusion exists here as with the TDS How can this be useful for assessing value or desirability if delivered AFTER a Binding offer to purchase is made? 5h) NOT DISCLOSED - He indicted in emails the roof had been replaced as part of an insurance claim 5k) NOT DISCLOSED - Omits \$110,000 in concealed defects. Explanation -- "Best Internet 300 MBS -- through Comcast Cable" ??? internet provider is Spectrum??? Probable indication the seller was NOT filling in his own disclosure docs and not reviewing them. Seemingly confirmed later with passion...
A. Within the last 3 years, the death of an occupant of the Property upon the Property	☐ Yes ☒ No																										
B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)	☐ Yes ☒ No																										
C. The release of an illegal controlled substance on or beneath the Property	☐ Yes ☒ No																										
D. Whether the Property is located in or adjacent to an "industrial use" zone	☐ Yes ☒ No																										
(In general, a zone or district allowing manufacturing, commercial or airport uses.)																											
E. Whether the Property is affected by a nuisance created by an "industrial use" zone	☐ Yes ☒ No																										
F. Whether the Property is located within 1 mile of a former federal or state ordnance location	☐ Yes ☒ No																										
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)																											
G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision	☐ Yes ☒ No																										
H. Insurance claims affecting the Property within the past 5 years	☒ Yes ☐ No																										
I. Matters affecting title of the Property	☐ Yes ☒ No																										
J. Material facts or defects affecting the Property not otherwise disclosed to Buyer	☒ Yes ☐ No																										
K. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3	☐ Yes ☐ No																										

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

SPQ - Page 2

DocuSign Envelope ID: AB0955E4-4B52-4B06-97B7-1992C61D4A2E

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725

6. REPAIRS AND ALTERATIONS: **ARE YOU (SELLER) AWARE OF...**

A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ☒ Yes ☐ No

B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☒ Yes ☐ No

C. Ongoing or recurring maintenance on the Property pool maintenance; solar panels pressure washed (for example, drain or sewer clean-out, tree or pest control service) ☒ Yes ☐ No

D. Any part of the Property being painted within the past 12 months ☒ Yes ☐ No

E. Whether the Property was built before 1978 ☒ Yes ☐ No

(a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed. ☒ Yes ☐ No

(b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule? ☒ Yes ☐ No

Explanation: removal of popcorn ceiling and paneling in all parts of house, painted inside and out, plumbing work throughout, (solar power add), floors replaced, stairs rebuilt, kitchen countertop replaced, as was sink/tile in kitchen

7. STRUCTURAL, SYSTEMS AND APPLIANCES: **ARE YOU (SELLER) AWARE OF...**

A. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ☒ Yes ☐ No

B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) ☒ Yes ☐ No

C. An alternative septic system on or serving the Property ☒ Yes ☐ No

Explanation: heating system repaired, electrical, plumbing, water all repaired, well pressure vessels replaced 6/2020 roof replaced 2016, chimney in need of repair (fire place works).

8. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: **ARE YOU (SELLER) AWARE OF...**

A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No

Explanation:

9. WATER-RELATED AND MOLD ISSUES: **ARE YOU (SELLER) AWARE OF...**

A. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☒ Yes ☐ No

B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ☐ Yes ☐ No

C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☐ No

Explanation: prior fridge icemaker leak caused discoloring in dining room doorway.

10. PETS, ANIMALS AND PESTS: **ARE YOU (SELLER) AWARE OF...**

A. Pets on or in the Property ☐ Yes ☒ No

B. Problems with livestock, wildlife, insects or pests on or in the Property ☒ Yes ☐ No

C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☒ Yes ☐ No

D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ☒ Yes ☐ No

If so, when and by whom see pest control report, past rodent problem, termite signs in

Explanation: pool house.

11. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: **ARE YOU (SELLER) AWARE OF...**

A. Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No

B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ☐ Yes ☒ No

Buyer's Initials BC AB Seller's Initials PH

SPQ REVISED 6/18 (PAGE 2 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lw.com 12 Boulevard -

55% of this page (11 of 20 questions) contains false statements of fact, half truths and omissions that were material to value and concealed defects...

AND the Seller's agent would have known about ALL OF THEM...

See next pages for details...

SPQ - Page 2 - Question 6

DocuSign Envelope ID: AB09BBE4-4BB2-4BD6-97B7-1992C61DAF2E

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725

6. REPAIRS AND ALTERATIONS:

	ARE YOU (SELLER) AWARE OF...
A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims)	☒ Yes ☐ No
B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy?	☒ Yes ☐ No
C. Ongoing or recurring maintenance on the Property <u>pool maintenance; solar panels pressure washed</u> (for example, drain or sewer clean-out, tree or pest control service)	☒ Yes ☐ No
D. Any part of the Property being painted within the past 12 months	☒ Yes ☐ No
E. Whether the Property was built before 1978	☒ Yes ☐ No
(a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed.	☒ Yes ☐ No
(b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule?	☒ Yes ☐ No

Explanation: Removal of Popcorn Ceiling and Paneling in all parts of house, painted inside and out,
Plumbing work throughout, (solar power add), floors replaced, stairs rebuilt, kitchen countertop replaced, as was sink/tile in kitchen

Seller stated, "Removal of Popcorn Ceiling and Panelling in all parts of house"

No receipts or permits provided initially.

After demand for documents receipts were produced showing \$7k in hazmat removal of Asbestos Ceilings.

Seller stated "Painted inside and out"

No receipts provided. No permits provided.

Painter 1 - Concealed dry rot and pest damage in fascia

Painter 2 - Painted entire exterior of home with interior paint

Painter 3 - Concealed exterior siding beyond useful life

Painter 4 - Concealed rodent Urine in Ceiling

Painter 5 - Concealed Water damage in garage walls and ceiling

Painter 6 - Oversprayed Roof and Cedar Closets

Painter 7 - Declared pool house had been painted, but it was not

(See <https://contractor-complaints-2023.bryancanary.com/> for \$60,000 in fraudulent misrepresentation)

Seller stated "Plumbing work throughout"

No receipts provided in first 7 days.

Then a single quote provided for partial work for a plumbing leak that was not remotely "throughout"

Eventually several receipts for repairs were provided with no actual proof some of work was done.

Quotes and Invoices show work quoted and billed for but not done.

This is fully suggestive fraud. Our investigations after close of escrow revealed No major upgrades in piping at time the ceiling work was done.

Also, Water heater was an explosion hazard. He knew that from his 2015 report and from the GC involve and the fix up work

**Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud**

Seller Stated, "Solar Panel Added"

No receipts provided in first 7 days.

After several requests receipts for work were provided.

Work revealed roof was replaced at the same time on an insurance claim.

Seller stated - "Floors Replaced"

All floors had significant damage to them.

The living room floors had larger water related event that was not disclosed. Evidence was very subtle.

Seller stated, - "Stairs Rebuilt" -

Which? The step up into kitchen is not to code nor is the one into the living room.

The primary stairs from first to second floor were heavily soiled. Not indicative of new.

Seller did not disclose:

GC1 - Deck was removed and new deck built in preparation for sale

No Quotes. No Receipts. Work was disclosed verbally by RE Agent after asking about differences in siding on the south facing wall. Luan installed over 30' of siding to cover for the old deck - Seller was quoted and paid for a full siding course replacement. Seller was out of state and may not have realized proper services paid for were not provided Luan concealed structural defects

GC 2 - (failed to pull any permits)

GC 3 - Concealed MOLD in Dining Room, Kitchen, Utility room , 1st floor bath and hallway

GC 4 - Concealed 2nd floor attic rodent damage

GC 5 - Concealed 2nd floor bathroom floor defects

GC 6 - Concealed CAT URINE in Dining Room, Kitchen, Utility room , 1st floor bath and hallway

Fence installed around home

No Quotes. No Receipts.

New Post holes cut in concrete. Work was done in preparation for sale. May have been part of insurance claim.

Septic Line from home to tank - Known to have been bad since 2014 via a report. Seller and agent dodged proper inspection for 2 weeks. Visual inspection revealed problems. Septic company indicated line could not have been used for a few weeks without having issues. We had issues in first week.

Other...

SPQ - Page 2 - Question 7

7. STRUCTURAL, SYSTEMS AND APPLIANCES:	ARE YOU (SELLER) AWARE OF...
A. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances	☒ Yes ☐ No
B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s)	☒ Yes ☐ No
C. An alternative septic system on or serving the Property	☐ Yes ☒ No
Explanation: <u>heating system repaired, electrical, plumbing, water all repaired, well pressure vessels replaced 6/2020 roof replaced 2016, chimney in need of repair (fire place works).</u>	

Seller stated - "Heating System Repaired" -

No quotes. No receipts.

- 1) Ducts below grade unserviceable
- 2) Flame too close to floor - explosion hazzard - fire and safety issue - (and he was told that at time of purchase)
- 3) half of return air not being filtered (original ductwork install fubar)
- 4) System was imbalanced - they lived with windows open in winter to keep the upstairs from getting too hot. Next door neighbor told us about the open windows after we closed escrow.

Seller stated "Electrical Repaired"

No quotes. No Receipts. No details.

Seller stated "plumbing repaired"

No receipts provided in first 7 days.

- 1) Then a single quote provided for partial work for a plumbing leak
- 2) Eventually several receipts for repairs were provided with no actual proof some of work was done.
- 3) Water heater was an explosion hazard. He knew that from his 2015 report and from the GC involved in the fix up work

Seller stated "water repaired"

No receipts provided in first 7 days.

- 1) Then a single quote provided for partial work for a plumbing leak
- 2) invasive inspections revealed there was likely never sufficient hot water during his occupancy. Steel Pipe was constricted by over 50% at hot water heater.

Seller stated "Roof Replaced 2016"

No receipts provided in first 7 days.

Emails provided later indicated it was replaced on an insurance claim. (this is relevant for other reasons).

SPQ - Page 2 - Question 9

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

9. WATER-RELATED AND MOLD ISSUES:	ARE YOU (SELLER) AWARE OF...
A. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property	☒ Yes ☐ No
B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property	☐ Yes ☐ No
C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood	☐ Yes ☐ No
Explanation: <u>prior fridge icemaker leak caused discoloring in dinning room doorway.</u>	

Seller state "prior fridge ice maker leak caused discoloration to dining room doorway"

1) the entire dining room and part of living room had been flooded with water or enzyme cleaner. Evident via very subtle cupping. First noticed by our home inspector 8-9 days into escrow and evident once noticed. The floors were newly installed by him so he would have known what caused the flooding.

UNANSWERED - 9B - Mold, Mildew, fungus or spores past or present affecting the property - **UNANSWERED**

This property should NEVER have been listed on MLS without completed documents

UNANSWERED - 9C - Rivers, streams, flood channels, underground springs, high water table, floods or tides on or affecting the Property or Neighborhood?

This property should NEVER have been listed on MLS without completed documents

SPQ - Page 2 - Question 10

10. PETS, ANIMALS AND PESTS:	ARE YOU (SELLER) AWARE OF...
A. Pets on or in the Property	☐ Yes ☒ No
B. Problems with livestock, wildlife, insects or pests on or in the Property	☒ Yes ☐ No
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above	☒ Yes ☐ No
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above	☒ Yes ☐ No
If so, when and by whom <u>see pest control report, past rodent problem, Termite signs in</u>	
Explanation: <u>pool house.</u>	

A) Pets on or in the property

- 1) He answered NO.
- 2) Image to right is of his dog , taken from Facebook
- 3) The neighbors have attested to the fact they moved in with as many as 9 Cats and dog. Also owned iguana, hamsters , fish, etc...



Cat Urine / Dog urine was concealed in dining room, kitchen, utility room, 1st floor bathroom and hallway. Much enzyme cleaner had to be used and home was left off market in rainy/cold season, presumably to avoid discovery of concealment.

B) Problems with livestock, wildlife, insects, or pests on or in the Property - He answered YES. Indicates to see pest control report, past rodent problem. Termite in pool house.

1. No pest control report was ever provided
2. The 2nd floor attic had been invaded by raccoons who lived there for three weeks before being taken out alive, but after doing 10k in damage that got concealed...

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

SPQ - Page 3

DocuSign Envelope ID: A809BBE4-4BB2-4B06-97B7-1992C61DAF2E

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725

C. Use of any neighboring property by you ☐ Yes ☒ No
 Explanation: _____

12. LANDSCAPING, POOL AND SPA: **ARE YOU (SELLER) AWARE OF...**

A. Diseases or infestations affecting trees, plants or vegetation on or near the Property ☐ Yes ☒ No

B. Operational sprinklers on the Property ☒ Yes ☐ No
 (a) If yes, are they ☒ automatic or ☐ manually operated.
 (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ... ☐ Yes ☒ No

C. A pool heater on the Property ☒ Yes ☐ No
 If yes, is it operational? ☒ Yes ☐ No

D. A spa heater on the Property ☒ Yes ☐ No
 If yes, is it operational? ☒ Yes ☐ No

E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ☒ Yes ☐ No

Explanation: Sprinkler heads replaced when hit with lawn mower. No idea of Spa or Pool heater status.

13. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE) **ARE YOU (SELLER) AWARE OF...**

A. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ☐ Yes ☒ No

B. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ☐ Yes ☒ No

C. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement ☐ Yes ☒ No

Explanation: _____

14. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS: **ARE YOU (SELLER) AWARE OF...**

A. Any other person or entity on title other than Seller(s) signing this form ☐ Yes ☒ No

B. Leases, options or claims affecting or relating to title or use of the Property ☐ Yes ☒ No

C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ☐ Yes ☒ No

D. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity ☐ Yes ☒ No

E. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property? ☐ Yes ☒ No

F. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? ☐ Yes ☒ No

Explanation: _____

15. NEIGHBORHOOD: **ARE YOU (SELLER) AWARE OF...**

A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☒ Yes ☐ No

Explanation: parties at local horse corral. Neighborhood farmer shoots a gun occasionally.

Buyer's Initials BC AB Seller's Initials CS AS

SPQ REVISED 6/18 (PAGE 3 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)

Produced with Leno Wolf Transactions (zipForm Edition) 231 Shoarson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com 12 Boardwalk -

Nothing noteworthy...

The note about the pool heater status was a proper way to disclaim a condition...

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

SPQ - Page 4

LocuSign envelope ID: A609B9E4-46B2-4B06-97B7-1992C61DAF2E

Property Address: 12 Bayview Rd, Castroville, CA 95012-9725**16. GOVERNMENTAL:****ARE YOU (SELLER) AWARE OF...**

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
- B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ☐ Yes ☒ No
- C. Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
- D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
- E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
- F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ☐ Yes ☒ No
- G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ☐ Yes ☒ No
- H. Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
- I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☒ Yes ☐ No

Explanation: Monterey County Health Department Tax on water use. Paid by neighbors as part of water contract on shared well use. (they pay 30/month and system maintenance and fee split 8 ways)

17. OTHER:**ARE YOU (SELLER) AWARE OF...**

- A. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller ☒ Yes ☐ No
(If yes, provide any such documents in your possession to Buyer.)
- B. Any occupant of the Property smoking any substance on or in the Property ☐ Yes ☒ No
- C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No

Explanation: Well/water reports, septic provided, pest report

18. ☒ **(IF CHECKED) ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller Micah A. Forstein Date 3/18/2021
 Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form. _____ Date 4/1/2021

Buyer Bryan Canary Date _____
 Buyer Holly Dowers Date 4/1/2021

© 2018, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, LLC.
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

SPQ REVISED 6/18 (PAGE 4 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwelf.com

12 Hurdwalk -

DATE:

Signe 2 days AFTER listed in MLS... the home should never have been listed with incomplete disclosures...

17)

Seller provide NO few material quotes, invoice and reports as instructed.

Seller provided a 2015 septic report with other current reports, seemingly to try to fool a buyer.

Seller provide no pest reports.

Upon document demands, some of these items were obtained in two batches.

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

SPQ - Additional comments page

Additional comments regarding ongoing maintenance:

Solar, basically, it needs to be cleaned once in a while (power wash) and any power system issues addressed. I have had them power washed but don't know if everything is working perfectly. I currently do not have a maintenance agreement with a solar company, so I do not know if there are any issues. The PGE utility shows I am still feeding power to them so that's good.

Pool: That the pool needs regular maintenance.

Well: Well needs maintenance, but only in response to the county of Monterey Health Department, if there is a bacterial increase in the water, or if the system fails and usually the neighbors are the ones that let me know about that. The bill from the health department comes in late May, for approximately \$750-800 for the year which must be paid promptly, but is paid for by the 8 other families on the well, so the owner must bill the neighbors for this yearly. I usually sent out a bill once a year for the cost of the water fee (divided by 8) plus the 30/month (times 12 for the year) for a total of about 453 for the year in Late May. This was the easiest way I could do this.

The Waste Management bill is about 50 a month paid every three months

UTILITIES ?

DS
BL

DS
AB

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

Seller's AVID - Patently Incomplete (not signed by seller at all!!) AND the most relevant comment about a major flooding concerns found nowhere else was buried in the wrong/last paragraph.

Link to Seller's Avid

https://drive.google.com/file/d/1I2t9pU6ZLgKbqAWeY5X0J_nBH8-mfPee/view?usp=sharing

Seller's AVID - Page 1

 AGENT VISUAL INSPECTION DISCLOSURE (CALIFORNIA CIVIL CODE § 2079 ET SEQ.) For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS (C.A.R. Form AVID, Revised 6/19) This inspection disclosure concerns the residential property situated in the City of <u>Castroville</u>, County of <u>Monterey</u>, State of California, described as <u>12 Bayview Rd</u> ("Property"). ☐ This Property is a duplex, triplex, or fourplex. This AVID form is for unit # _____ Additional AVID forms required for other units. Inspection Performed By (Real Estate Broker Firm Name) <u>KW Coastal Estates</u> California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties. California law does not require the Agent to inspect the following: • Areas that are not reasonably and normally accessible • Areas off site of the property • Public records or permits • Common areas of planned developments, condominiums, stock cooperatives and the like. Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty. Roof and Attic: Agent will not climb onto a roof or into an attic. Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors. Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers. Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality. Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments. Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition. Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement. Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair. What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER. Buyer's Initials <u>EC</u> <u>HB</u> Seller's Initials <u>[Redacted]</u> <u>[Redacted]</u> © 2019 California Association of REALTORS®, Inc. AVID REVISED 6/19 (PAGE 1 OF 3) AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3) KW Coastal Estates, 24130 Carmel Ranch Road #2788 Carmel CA 93923 Phone: (819) 787-1717 Fax: (819) 787-1717 Produced with Lorne Wolf Transactions (zipForm Edition) 231 Shawan Cr. Cambridge, Ontario, Canada N1T 1J5 www.kw.ca 12 Bayview Rd	Document unsigned by Seller...
---	---------------------------------------

Seller's AVID - Page 2

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____ Inspection Performed By (Real Estate Broker Firm Name) <u>KW Coastal Estates</u> Inspection Date/Time: <u>2:50 PM 3-19-21</u> Weather conditions: <u>55° RAINING</u> Other persons present: _____ THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING: Entry (excluding common areas): <u>DISCOLORED CONCRETE / CRACKS</u> Living Room: <u>NOTHING NOTED</u> Dining Room: <u>SWITCH COVER NOT FLUSH ON WALL. STAINS BY KITCHEN DOORWAY ON FLOOR</u> Kitchen: <u>STAINS ON WINDOW SILL, CABINET, AND IN PANTRY</u> <u>DRIES IN OVEN DOOR, HOLES IN PANELLING, ABOVE PANTRY</u> Other Room: <u>DEN - FLOOR DAMAGE BY SLIDER, CLOSET WALL, AND CLOSET</u> <u>MARKS ON FLOOR STAINS ON HEARTH HOLES IN WALL BY CLOSET</u> Hall/Stairs (excluding common areas): <u>STAINS ON LANDING</u> Bedroom # 1: <u>MARKS ON FLOOR STAINS ON PANELLING BY SINK</u> Bedroom # 2: <u>MARKS ON FLOOR</u> Bedroom # 3: <u>SCRATCHES ON FLOOR MISSING CASSEMENT AROUND DOOR</u> <u>CRACK BY STRIKER</u> Bath # 1: <u>DOWNSTAIRS. STAINS ON SHOWER DOOR/FLOOR</u> Bath # 2: <u>UPSTAIRS (OWNERS) DAMAGE TO FLOOR AT THRESHOLD</u> <u>STAINS ON PANELLING AND CABINET, WINDOW SILL</u> Bath # 3: <u>UPSTAIRS HALL STAINS, HOLES IN PANELLING</u> Other Room: <u>POOL AREA CRACKS + STAINS IN CONCRETE</u> Buyer's Initials <u>DS</u> <u>HB</u> Seller's Initials <u>()</u> <u>()</u> AVID REVISED 6/19 (PAGE 2 OF 3) AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 2 OF 3) Printed with Love Wall Transactions (2019 Edition) 231 Shawan Ct. Cambridge, Ontario, Canada N1T 1J5 www.hellof.com 12 Brevint 8.4	Date: Inspection done 2 days AFTER listing on MLS Document unsigned by seller... Note the number of references to "floor damage". That does not reconcile with new floors disclosed in SPQ.
--	---

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

Seller's AVID - Page 3

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # _____

Other Room: BEDROOM 4 MARKS ON FLOOR, CONDENSATION IN WINDOW
HOLE UNDER DESK, STAIN ON SHELF

Other: BEDROOM 5 (OWNERS BEDROOM) SCRATCHES IN FLOOR,
PATCH IN CLOSET CEILING BULLS EYE IN SLIDING DOOR,

Other: LAUNDRY AREA - STAINS ON TILES

Other: POOL HOUSE - CRACKS IN FLOOR, WIRES HANGING ON WALL

☐ See Addendum for additional rooms/structures: _____

Garage/Parking (excluding common areas): CRACKS IN BLACKTOP, STAINS ON FLOOR, LOOSE
FIBERGLASS ON DUCTING, OVERSPRAY ON WORKBENCH AND DRIVEWAY

Exterior Building and Yard - Front/Sides/Back: CRACKS, STAINS IN CONCRETE

Other Observed or Known Conditions Not Specified Above: LEFT SIDE OF HOUSE MUSHY, UNEVEN
LAWN / DIRT IN SIDE YARD - WATCH YOUR STEP
NEIGHBOR STATED THAT PREVIOUS OWNER HAD DRAINAGE ISSUES HERE

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the inspection) KW COASTAL ESTATES

By [Signature] Date 3-18-2021
 (Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

SELLER [Redacted] DocuSigned by: Micah A Forstein Date [Redacted]

SELLER [Redacted] DocuSigned by: [Redacted] Date [Redacted]

BUYER [Redacted] DocuSigned by: Bryan Canary Date 4/1/2021

BUYER [Redacted] DocuSigned by: Holly Bowers Date 4/1/2021

Real Estate Broker (Firm Representing Seller) KW Coastal Estates Kent Weinstein

By [Signature] Date 3-18-2021
 (Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer)

By Pamela Palacios Date 4/1/2021
 (Associate Licensee or Broker Signature)

© 2019, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, LLC.
 a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

AVID REVISED 6/19 (PAGE 3 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)
 Produced with Lone Wolf Transactions (zipForm Edition) 231 Shelburne Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwf.com 12 Bayview Rd.

Date:

Inspection done 2 days
 AFTER listing on MLS.

The home should not have
 been listed without
 completed disclosure
 documents.

Document unsigned by
 seller...

Why are the comments
 about the yard in the wrong
 spot?

Why is the most important
 comment on this document
 buried on the last page in
 the wrong spot?

Why is the document not
 signed?

SUPPORTING DOCs - Personal Profiles

CA DRE - License -Pamela Palacios - #01730920

https://www2.dre.ca.gov/publicasp/ppinfo.asp?License_id=01730920

STATE OF CALIFORNIA DEPARTMENT OF REAL ESTATE

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Profession Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542.

The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 2/18/2024 8:30:13 PM

License Type:	SALESPERSON
Name:	Palacios, Pamela C
Mailing Address:	15165 AMARAL RD CASTROVILLE, CA 95012-0000
License ID:	01730920
Expiration Date:	03/24/27
<u>License Status:</u>	LICENSED
<u>Salesperson License Issued:</u>	02/27/06
Former Name(s):	NO FORMER NAMES
Responsible Broker:	License ID: 01908304 NRT West, Inc. 1855 GATEWAY BLVD STE 670 CONCORD, CA 94520
<u>Former Responsible Broker:</u>	License ID: 01908304 NRT West, Inc. From 02/21/2019 to 03/13/2023
<u>Comment:</u>	NO DISCIPLINARY ACTION NO OTHER PUBLIC COMMENTS >>>> Public information request complete <<<<

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

CA DRE - License - Peter Whyte - #00643152

STATE OF CALIFORNIA DEPARTMENT OF REAL ESTATE

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Professions Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542.

The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 2/18/2024 8:42:02 PM

License Type:	SALESPERSON
Name:	Whyte, Peter
Mailing Address:	114 WHITE OAKS LN CARMEL VALLEY, CA 93924
License ID:	00643152
Expiration Date:	12/20/25
<u>License Status:</u>	LICENSED
<u>Salesperson License Issued:</u>	12/21/77 (Unofficial -- taken from secondary records)
Former Name(s):	NO FORMER NAMES
Responsible Broker:	License ID: 01908304 NRT West, Inc. 1855 GATEWAY BLVD STE 670 CONCORD, CA 94520
<u>Former Responsible Broker:</u>	License ID: 00616212 Coldwell Banker Residential Brokerage Company From 10/28/1997 to 07/21/2019
<u>Comment:</u>	NO DISCIPLINARY ACTION 01/22/86 - EXTENSION TO 03-19-86 >>>> Public information request complete <<<<

Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud

CA DRE - License - Christina Morales - #01324678

https://www2.dre.ca.gov/publicasp/ppinfo.asp?License_id=01324678

**STATE OF CALIFORNIA
DEPARTMENT OF REAL ESTATE**

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Profession Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542.
 The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.
 Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 2/18/2024 8:44:14 PM

License Type:	BROKER
Name:	Morales, Christina Jane
Mailing Address:	24 HILLCREST RD ROYAL OAKS, CA 95076
License ID:	01324678
Expiration Date:	06/06/24
<u>License Status:</u>	LICENSED
<u>Salesperson License Issued:</u>	12/04/01
<u>Broker License Issued:</u>	06/07/16
Former Name(s):	NO FORMER NAMES
Main Office:	2603 CAMINO RAMON #200 SAN RAMON, CA 94583
DBA	NO CURRENT DBAS
Branches:	NO CURRENT BRANCHES
Affiliated Licensed Corporation(s):	NO CURRENT AFFILIATED CORPORATIONS
Broker Associate for:	License ID: 01878277 eXp Realty of California, Inc. 2603 CAMINO RAMON, SUITE 200 SAN RAMON, CA 94583
<u>Former Broker Associate for:</u>	License ID: 01878277 eXp Realty of California, Inc. From 10/28/2022 to 11/09/2022 License ID: 02014153 Side, Inc. From 07/19/2022 to 10/28/2022 License ID: 01908304 NRT West, Inc. From 12/21/2020 to 07/18/2022 License ID: 01979736 City Ventures Construction, Inc. From 07/14/2019 to 06/23/2020 License ID: 01979736 City Ventures Construction, Inc. From 03/26/2018 to 05/04/2019
<u>Comment:</u>	NO DISCIPLINARY ACTION NO OTHER PUBLIC COMMENTS >>>> Public information request complete <<<<

CA DRE - License - Alan Searce - #01987627

https://www2.dre.ca.gov/publicasp/pplinfo.asp?License_id=01987627

**STATE OF CALIFORNIA
DEPARTMENT OF REAL ESTATE**

In reviewing a licensee's information, please be aware that license discipline information may have been removed from a licensee's record pursuant to Business & Professions Code Section 10083.2 (c). However, discipline information may be available from the California Department of Real Estate upon submittal of a request, or by calling the Department's public information line at 1-877-373-4542.

The license information shown below represents public information. It will not reflect pending licensing changes which are being reviewed for subsequent updating. Although the business and mailing addresses of real estate licensees are included, this information is not intended for mass mailing purposes.

Some historical disciplinary action documents may not be in compliance with certain accessibility functions. For assistance with these documents, please contact the Department's Licensing Flag Section.

License information taken from records of the Department of Real Estate on 2/18/2024 9:44:32 PM

License Type:	SALESPERSON
Name:	Searce, Alan Eugene
Mailing Address:	1655 TRAILHEAD DRIVE RENO, NV 89521
License ID:	01987627
Expiration Date:	03/16/25
License Status:	LICENSED
Salesperson License Issued:	09/08/15
Former Name(s):	Searce, Alan Eugene
Responsible Broker:	License ID: 01908304 NRT West, Inc. 1855 GATEWAY BLVD STE 670 CONCORD, CA 94520
Former Responsible Broker:	License ID: 01802170 Chase California Real Estate, Inc. From 09/11/2018 to 09/07/2019
Comment:	NO DISCIPLINARY ACTION NO OTHER PUBLIC COMMENTS >>>> Public information request complete <<<<

**Pamela Palacios & Peter Whyte, Real Estate Agents (& Christine Morales Broker & Alan Searce VP)
Multiple Counts of Fiduciary Fraud**





**Kent Weinstein**
Realtor/Designer/Inventor/Electric Vehicle Advocate and Early Adopter

**Assembler**
Precision Autoworks
1991 - 2003 · 12 yrs
Southern New Jersey

Classic car restoration. Ground up restorations of European touring and sports cars from the 1950s through the 1970s.

Education
**Stockton University**
1986 - 1988

Skills
Condos
 5 endorsements

Investment Properties
 6 endorsements

[Show all 14 skills →](#)

SUPPORTING DOCs - at websites

Supporting Docs - <https://criminal-complaints-2024.bryancanary.com/>

Please see <https://criminal-complaints-2024.bryancanary.com/> for more details and supporting documents

[←](#)
[→](#)
[🔄](#)
[🔍](#)
[https://criminal-complaints-2024.bryancanary.com/re-fix-up-disclosure-scheme/level1-complaints](#)
[★](#)
[📄](#)
[📱](#)
[📧](#)
[📧](#)
[📧](#)

Criminal-Complaints-2024
Home
RE Fix Up & Disclosure Scheme ▾
Dear DA...
🔍

Criminal Complaint - Pamela Palacios - Peter Whyte - Christina Morales - Buyer's Agents and Managing Broker

Pamela Palacios was the Buyer's Agent and Peter Whyte was the 40 year Trainer she was relying on for Professional Guidance and Transaction Coordination.

Palacios provided her buyer "pseudo legal document templates" for purposes of executing a transaction. The documents suggested delivery of statutory disclosure documents after contract acceptance was legal and they suggested discovery of misrepresentations during escrow had to be forgiven to complete the transaction. (both of which turned out to contradict state statutes, contract law and the foundational ethos of Contract Law).

Palacios and those supervising her were questioned about the legitimacy of documents and processes they defined prior to use. They adamantly confirmed the documents were long standing and the processes conveyed were accepted practice.

The day after an Agreement was ratified with the documents, the Seller's Agent, Seller, and their Transaction Coordinator, a third party broker herself, provided patently INCOMPLETE statutory disclosure documents to Whyte who passed them to Palacios who passed them to the buyers with NO NOTICE OF MATERIAL OMISSIONS in the incomplete documents.

When buyer discovered the patently incomplete documents included with 300 other pages of disclosures, they also noted two statements that were known to be fraudulent to themselves, Palacios and the Seller's Agent, indicative of Constructive Fraud, at a minimum, for the Seller's Agent.

At that time, Buyer asked Palacios and Whyte if they had seen the incomplete documents. Palacios indicated she had not. Whyte indicated he had. Whyte was asked if/when he would be getting Seller's Broker involved to manage what appeared to be a Disclosure Fraud Scheme.

Whyte indicated involvement of the other Broker might lead to loss of opportunity to purchase the home with no explanation as to how anyone could or would terminate the right to complete the transaction that we had obtained via Agreement Acceptance the day prior. Whyte suggested we do all inspections we desired and then decide if we wanted to exit the transaction with seemingly no care for the fraud transpiring, nor the obligations for home delivery in 6 weeks absent the fraud.

The Agents and Brokers treated House Buying like Horse Trading or Used Car Buying, which is an entirely different animal that is exclusive of an executory contract process, with no respect for any laws, statutes, case precedents or long standing Contract Law ethos that was intended to guide Real Estate Transactions, Real Estate Professionals and the Real Estate Brokerage System.

- 1) Mry DA Complaint Forms - [view](#) [view redacted](#) / [view view redacted](#) / [view view redacted](#)
- 2) Complaint / Causes of Action - [view worksheet](#) / [view redacted](#)
- 3) Criminal Complaint Dialogue - For DA, AG [view](#)
- 4) Additional Supporting documents:

View docs with added context at: <https://seller-and-agent-conspiracy-2023.bryancanary.com/>) [view](#)



Pamela Palacios
Buyers Agent

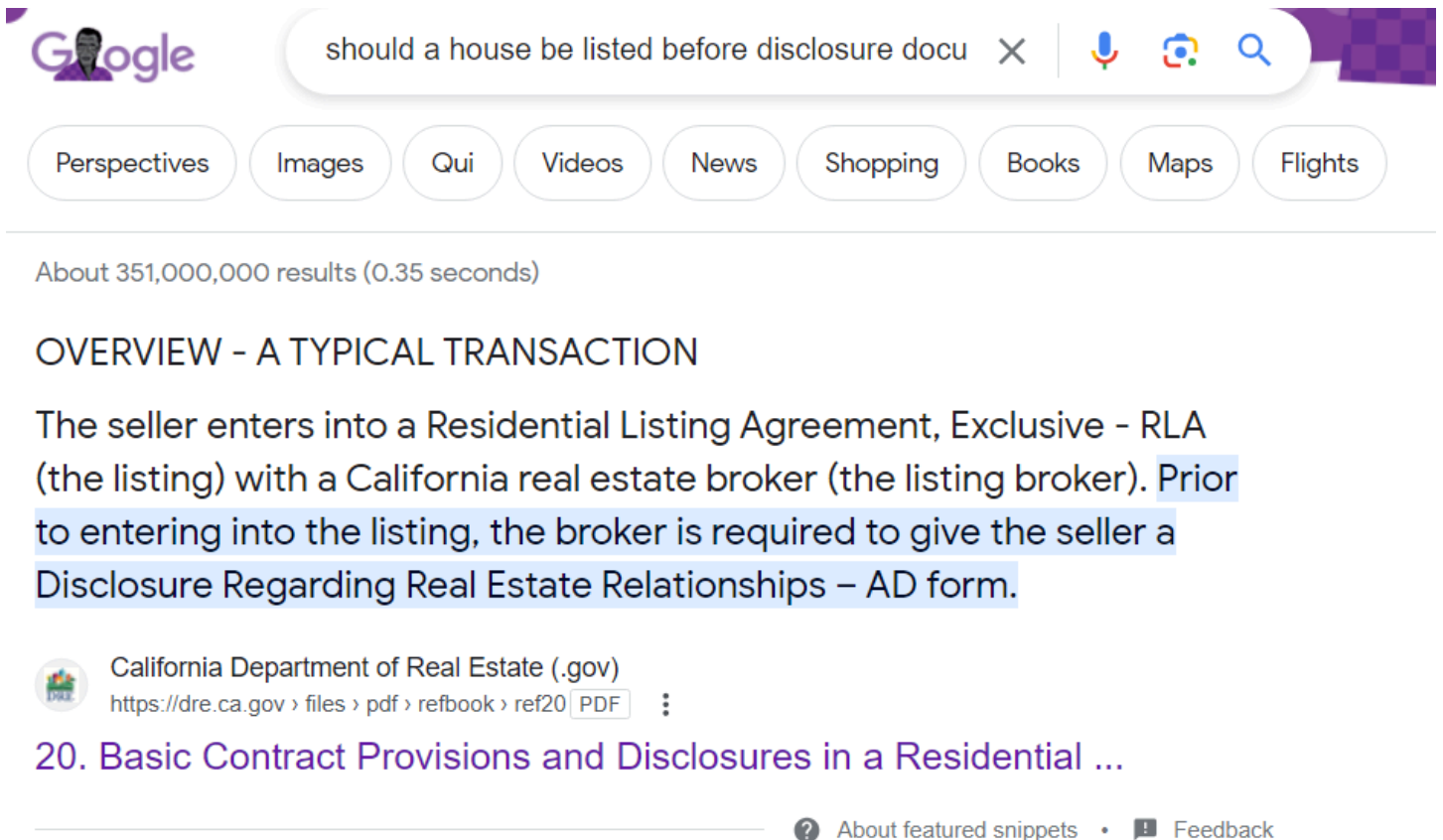


Peter Whyte
Buyers Agent



Christina Morales
Buyers Broker

REFERENCE - Disclosures found in Residential RE Transaction



The screenshot shows a Google search interface. The search bar contains the text "should a house be listed before disclosure docu". Below the search bar, there are tabs for Perspectives, Images, Qui, Videos, News, Shopping, Books, Maps, and Flights. The search results show "About 351,000,000 results (0.35 seconds)". The first result is titled "OVERVIEW - A TYPICAL TRANSACTION" and describes the process of a seller entering into a Residential Listing Agreement, Exclusive - RLA (the listing) with a California real estate broker (the listing broker). It states that prior to entering into the listing, the broker is required to give the seller a Disclosure Regarding Real Estate Relationships – AD form. The result is from the California Department of Real Estate (.gov) and includes a link to a PDF document. The link is "https://dre.ca.gov › files › pdf › refbook › ref20 PDF". The result is also marked as a PDF document. At the bottom of the search results, there are links for "About featured snippets" and "Feedback".

Google

should a house be listed before disclosure docu

Perspectives Images Qui Videos News Shopping Books Maps Flights

About 351,000,000 results (0.35 seconds)

OVERVIEW - A TYPICAL TRANSACTION

The seller enters into a Residential Listing Agreement, Exclusive - RLA (the listing) with a California real estate broker (the listing broker). Prior to entering into the listing, the broker is required to give the seller a Disclosure Regarding Real Estate Relationships – AD form.

California Department of Real Estate (.gov)
https://dre.ca.gov › files › pdf › refbook › ref20 PDF

20. Basic Contract Provisions and Disclosures in a Residential ...

About featured snippets Feedback

<https://dre.ca.gov/files/pdf/refbook/ref20.pdf>

Why was the "RE Relationships" disclosure form missing from the Seller's Documents?

Typical C.A.R. Forms, Name and Number

- Transaction Cover Sheet – TCS
- Disclosure Regarding Real Estate Relationships – AD 
- Disclosure and Consent, Representation Of More Than One Buyer Or Seller – DA
- Statewide Buyer and Seller Advisory – SBSA
- Contingency For The Sale Or Purchase of Other Property – COP
- Contingency Removal – CR
- Lead Based Paint Hazards - FLD
- Real Estate Transfer Disclosure Statement – TDS
- Water Heater and Smoke detector Compliance Statement – WHSD
- Extension of Time Addendum – ETA
- Purchase Agreement Addendum – PAA
- Receipt and Delivery of Notices To Perform - RDN
- Addendum – ADM
- Counter Offer – CO
- Cancellation of Contract, Release of Deposit and Joint Escrow Instructions - CC

Additional C.A.R. Listing Forms and Number

- Estimated Sellers Proceeds – ESP
- Residential Listing Agreement, Exclusive – RLA
- Seller's Advisory - SA
- Short Sale Addendum - SSA
- Modification of Terms Authorization - MT
- Notice To Buyer To Perform – NBP

Other Types of C.A.R. Listing Forms

- Seller Instruction to Exclude Listing From the Multiple Listing Service – SEL
- Seller Financing Addendum and Disclosure – SFA
- Seller's Intent To Exchange – SES
- Business Listing Agreement – BLA
- Business Purchase Agreement and Joint Escrow Instructions - BPA
- Lease Listing Agreement – LL
- Residential Lease or Month to Month Rental Agreement - LR
- Manufactured Home Listing Agreement – MHL

Additional C.A.R. Buyer Forms and Number

- Estimated Buyers Costs – EBC
- Residential Purchase Agreement and Joint Escrow Instructions – RPA CA
- Notice of Default Purchase Agreement - NODPA Megan's Law Data Base Disclosure - DBD
- Wood Destroying Pest Inspections and Allocation of Cost Addendum - WPA
- Request for Repair – RR
- Notice To Seller To Perform – NSP Notice to Buyer to Perform - NBP
- Verification of Property Condition – VP

Other Types of C.A.R. Forms Used with Buyers

- Buyer Broker Representation Agreements – BRE, BRNE and BRNN
- Probate Purchase Agreement and Joint Escrow Instructions – PPA
- Residential Income Purchase Agreement and Joint Escrow Instructions – RIPA
- New Construction Purchase Agreement and Joint Escrow Instructions – NCPA
- Vacant Land Purchase Agreement and Joint Escrow Instructions – VLPA
- Business Purchase Agreement and Joint Escrow Instructions – BPA
- Commercial Property Purchase Agreement and Joint Escrow Instructions – CPA
- Buyers Intent To Exchange Supplement – BES