

BUYER X

SELLER

Micah Forstein
Inexperience RE Seller,
Non Handy Person
Wife, 3 kids, 9 cats, dog,
Iguanna and other pets
Hoarding tendencies

20+ Patent
Holder!!

Think
Surgical!

SELLER'S AGENT

Kent Weinstein
Keller Williams
(18 yrs, part time, ~20 txns)

"The Hot
Rod
Realtor"

"The
FIXER"

1) Seller and Seller's Agent signed disclosure(s) indicating Seller's Agent did NOT supervise or manage any recommended Resources, when in fact he coordinated and managed the property and all of them for 8 months before listing the home. **Disclosure Fraud**

2) Seller and Seller's Agent kept home from market for 4 months during rainy and cold season after all known repair and concealment work completed. Presumably to hide a) property drainage problems b) mold/urine odor concerns c) HVAC dysfunction. **Disclosure Fraud**

3) Seller's Agent provided 2 pre-sale inspection reports prior to bid. Both had identical omissions related to critical areas un-inspected. **Disclosure Fraud**

4) Seller's Agent failed to provide TDS / SPQ prior to bid, as is required by CA 1102. **Disclosure Fraud**

12 Conspiracies to Commit Fraud

\$10k

Attempted to Conceal
Major Rodent Damage in 2nd Flr Attic

\$8k

Attempted to Conceal
Rotten Fascia

\$15k+

Attempted to Conceal
Major South Wall Water Leaks

\$12k+

Omitted Disclosure of
Explosion Hazards in Garage

5k

Omitted Disclosure of Prior Flooding &
Structural Damage in Crawl Space

\$3k

Made False Statement about
Structural work without Permits

\$51k+

\$75k+

\$3k

Concealed 2nd Floor Bathroom Floor

\$10k+

Concealed Rotten Floor Joists

\$20k+

Concealed Cat Urine

\$20k+

Concealed Mold

\$10k+

Concealed by Omission
Major Property Drainage Problems

\$12k+

Concealed by Omission
Sewage Mainline Problems

FIXER Managed Resources

General Contractor
John Chatters
#394709
(40 yrs in business)

Painting Contractor
David Woodbury
#846309
(25 yrs in business)

Home Inspector
Robert Vierra
(unregulated)
(25 yrs, 11,000 inspections)

Termite Inspector
Alex Carriaga
FR43400
(15 yrs in business)

Other Negligent / Fraudulent Acts

1) Charged Seller 1-2k for work not done
2) Built 2nd story deck w/o permit

1) Charged Seller \$3k for work not done
2) Painted entire exterior of home w. interior paint.
3) Over-spray

1) **FAILED** to note critical un-inspected area(s) in report summary
2) Lied about nature of attic access and crawl reporting in report details
2) Numerous gross omissions total \$50-70k in omissions

1) **FAILED** to note critical un-inspected area(s) in report summary
2) Noted only 1 of 2 critical un-inspected areas in report details
3) Provided "complete" report with no quotes for repair costs or proper un-inspected area notes.

5) Seller's Agent / Txn Coordinator provided TDS/SPQ/Seller's AVID in patently incomplete manner after Contract Acceptance. It was also riddled with false statements, omissions and suggestive writing. **Disclosure Fraud**

6) Comcast Comment and Electric Bill for Water Company - There is reason to believe the Seller's Agent was fully fabricating disclosure statements and disclosure documents for the Seller and the Seller was not proofing the statements or documents. **Disclosure Fraud**

\$30k+

CSLB

Contractor State
Licensing Board

SPCB

Structural Pest
Control Board

Monterey County Sheriff /
County Prosecutor / Attorney
General / FBI / US Military /
the Aliens (I've had it!!)

Conspiracy # 1 - 2nd floor Attic

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) A Rodent invasion transpired in attic sometime between 2016 and 2020.
- 2) 2' x 8' ceiling in closet was removed to gain access for trapping (raccoons), because daughter did not want them baited and killed.
- 3) It took 3 weeks to trap them. During that time they destroyed 900sf of insulation.
- 4) Seller seemingly did not want to pay \$7-10k for new insulation, cleaning and drywall repairs in order to sell home.

1

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"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) No ceiling in closet when he took management possession of the home.
- 2) Stains in drywall ceiling from rodent urine would have been easily visible
- 3) Smell would have been overwhelming.
- 4) He recommended and managed FOUR "FIXER RESOURCES"

2

Conspiracy to Conceal \$7-10K in Rodent Damage in 2nd Floor Attic

- 1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Sellers Agent signed disclosure documents that OMITTED notice of Rodent Damage in attic **CONSPIRACY**
- 3) Seller's Agent recommended and supervised TWO contractors who did obfuscation and concealment work related to existing Attic Rodent Damage **CONSPIRACY**
- 4) Seller's Agent procured TWO pre-sale inspection reports that should have called out that damage easily and in great detail. BOTH omitted it completely. **CONSPIRACY**
- 5) Both pre-sale inspectors have claimed they didn't inspect the attic and both "forgot" to note that in their report summaries. **CONSPIRACY**

The Property and the Damage Findings...

Attics - A1 and A2

Anyone experienced with home inspections knows there are two attics to be inspected, assuming there are no vaulted ceilings, which there are not.



8. Insulation Condition

Observations:

- Tunneling observed at house insulation.
- The insulation installed in the rafters is disturbed by rodent activity. The house insulation is minimal. Recommend having the existing insulation replaced due to rodent damaged.



Found dispersed.



Rodent activity noted



Summary

Conspiracy to Conceal Rodent Damage in 2nd Floor Attic involved SIX People

"FIXER Managed Resources"

General Contractor
John Chatters
#394709
(40 yrs in business)

- 1) Quote / Invoice for closing up closet ceiling.
- 2) Failed to create an appropriate size attic access opening when closing the ceiling?

Painting Contractor
David Woodbury
#846309
(25 yrs in business)

- 1) Quote for painting interior of the home.
- 2) He painted over ceiling stains, but did not use enough stain blocker to hide them fully.

Termite Inspector
Alex Carriaga
FR43400
(15 yrs in business)

- 1) Did not inspect attic
- 2) Did NOT note that relevant inspection omission in report summary, an **INSPECTOR SACRILEGE**

Home Inspector
Robert Vierra
(unregulated)
(25 yrs, 11,000 inspections)

- 1) Did not inspect attic
- 2) Did NOT note that relevant inspection omission in report summary, an **INSPECTOR SACRILEGE**
- 3) In report body, inspector claimed the attic opening was too small for human access and home needed to be modified for attic access (a lie).

No Honest or sincere ins

Seller and Seller's Agent knew about damage. Seller's Agent 1) recommended contractors and inspectors 2) supervised contractors 3) scheduled inspectors 4) was present at inspections 5) paid for inspection reports that omitted insulation damage known to he and seller 6) both report summaries omitted declarations the 2nd floor attic had not been inspected 7) Seller and Seller's Agent presented reports to buyers as Disclosure Docs

Conspiracy # 2 - Rotten Fascia

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) The fascia in numerous parts of the home had extreme dry rot.
- 2) Seller seemingly did not want to pay \$8k for new fascia

1

"The Hot Rod Realtor"

"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) The Seller's Agent recommended a Painter to do concealment work
- 2) The Seller's Agent recommended and coordinated the production of a Termite Report that omitted repair values, masking the scope of the existing damage.

2

Conspiracy to Conceal \$8K in Dry Rot Damage in 2nd Floor Attic

- 1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Sellers Agent signed disclosure documents that OMITTED notice rotten fascia and concealed rot **CONSPIRACY**
- 3) Seller's Agent recommended and a Painting Contractor who did obfuscation and concealment work related to existing Fascia Damage **CONSPIRACY**
- 4) Seller's Agent procured ONE pre-sale Termite Inspection reports that omitted repair amounts in a way that masked the scope of damage. **CONSPIRACY**

The Property and the Damage Findings...

When poked with a small bolt on a stick it went right thru the surface. It's as if some type of mud or joint compound was used to create the smooth look.

Conspiracy to Conceal Rotten Fascia

"FIXER Managed Resources"

Painting Contractor
David Woodbury
#846309
(25 yrs in business)

- 1) Named as Painting Contractor for Exterior of home Seller failed/refused to provide quotes for the exterior work. May have included incriminating comments.

Termite Inspector
Alex Carriaga
FR43400
(15 yrs in business)

- 1) Used Poker to find dry rot
- 2) Failed to include estiated repair amounts on a report marked as "complete". That is critical for conveying scope of damage to sellers and buyers.

Quotes and Invoices

The seller identified the contractor who did this work

4. Clean, paint and install existing mandarin for interior stairs. 1 of the stain. \$320.00

Exterior Paint - Entire home - (this is NOT contained in the painting quote)(Woodbury)

Exterior Paint - Pool House - (that's all we have a quote for...)(Woodbury) Deep Cleaning (Woodbury)

Interior Paint - entire home (primed and/or kilzed?)(Initial painting in 2015? then (Woodbury 2020)

Secondary Cleaning (Woodbury)

He has refused to provide Quotes or invoices for this work. There is a chance the quotes or invoices detail the cover up with some type of disclaimer.

Summary

- Seller and Seller's Agent knew about damage. Seller's Agent 1) recommended contractor and inspector 2) supervised contractor
- 3) scheduled inspectors 4) was present at inspection 5) paid for inspection report that omitted repair pricing critical for conveying scope of damages
- 6) Seller and Seller's Agent presented report to buyers as Disclosure Docs

Work Authorization

Prepared by

Page 2 of 3 pages

Report #: 20200732

WHEELER TERMITE CO.

ADDRESS OF PROPERTY INSPECTED

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
12	BAYVIEW RD	CASTROVILLE	95012	27	02/05/2021

Section 1

1A = 1400.00 P

2A = 2382.00 P

2B = BID UPON REQUEST

2C = BID UPON REQUEST

8,000

Conspiracy # 3 - South Wall Water Leaks

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) The Redwood siding on the upper half of the South Wall had aged well beyond its useful life. The part on the lower half was better because it had been protected from the sun by the deck.
- 2) Water leaks on the 2nd floor and they were evident on the garage wall as well

1

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SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) Siding condition and garage wall stains were evident when he took management possession of the home.
- 2) He recommended and managed the PAINTER who applied excessive putty, caulk and paint to attempt to hide the defects

2

Conspiracy to Conceal \$15k+ in Siding Damage

- 1) Seller and Seller's Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Seller's Agent signed disclosure documents that OMITTED notice of Siding Damage **CONSPIRACY**
- 3) Seller's Agent recommended and supervised Painting Contractor who did obfuscation and concealment work **CONSPIRACY**
- 4) Seller's Agent procured a pre-sale termite inspection report Page 6 of that report was not included in our disclosure packet. This was not the fault of the Termite Inspector. When obtained, we found the termite inspector claimed he could not inspect the upper wall due to height. Damage was visible from ground. **CONSPIRACY**

The Property and the Damage Findings...

Note subtle difference in condition between top and bottom half of wall. This condition difference is what lead us to ask questions that revealed there had been a deck on the home...



Photo provided by Seller's Agent to show the wrap around deck also shows ladders related to painting cover up...

2015 Home Inspection report obtained over 2 weeks into escrow revealed knowledge of water damage in garage ceiling and wall from south wall leaks

Repair: The wall and ceiling of the garage was noticeably water stained. We recommend investigation as to the source of the moisture followed by repair as necessary. A qualified licensed roofing contractor should be consulted for further evaluation and correction.



Conspiracy to Conceal Siding Defects and Water Leaks

"FIXER Managed Resources"

Painting Contractor

David Woodbury
#846309
(25 yrs in business)

- 1) Quote for painting interior of the home.
- 2) He painted over ceiling stains, but did not use enough stain blocker to hide them fully.

3

Termite Inspector

Alex Carriaga
FR43400
(15 yrs in business)

- 1) Claims 2nd floor south wall was not inspected due to height. he feels he does not need to carry a ladder
- 2) Photos on this summary show the cover up was visible from the ground.

4

5. FURTHER INSPECTION

ITEM NO. 5A

(Further Inspection)

FINDING AND RECOMMENDATION: 5A

FINDING (NOT DETERMINED)
EAVE FRAMING IS INACCESSIBLE DUE TO ENCLOSED EAVE SOFFITS. NO OUTWARD SIGNS OF MOISTURE OR INFESTATION WERE NOTED.
RECOMMENDATION: PERIODICALLY INSPECT THIS AREA

ITEM NO. 5B

(Further Inspection)

FINDING AND RECOMMENDATION: 5B

FINDING (SECTION 3 UNKNOWN)
PORTIONS OF THE STRUCTURE WERE INACCESSIBLE DUE TO HEIGHT. THESE AREAS WERE INSPECTED VISUALLY ONLY. NO OPINION IS RENDERED CONCERNING WOOD MEMBERS THAT WERE INACCESSIBLE DUE TO HEIGHT.

Summary

- Seller and Seller's Agent knew about damage. Seller's Agent 1) recommended contractor and inspector 2) supervised contractor 3) scheduled inspector 4) was present at inspections 5) paid for inspection reports that omitted damage and concealment work known to he and seller 6) Seller and Seller's Agent presented report to buyers as Disclosure Doc. One presentation of that omitted the page relevant for this item

Conspiracy # 4 - Garage Explosion Hazards

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) In 2015 Seller was notified of explosion hazards in the home inspection report he obtained when purchasing the home. HVAC and Water Heater pilot lights within 18" of floor.
- 2) In 2020 Seller was notified by General Contractor of the same hazards.
- 4) Seller seemingly did not want to pay \$12k+ for modifications needed to sell the home in a "safe" condition

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"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

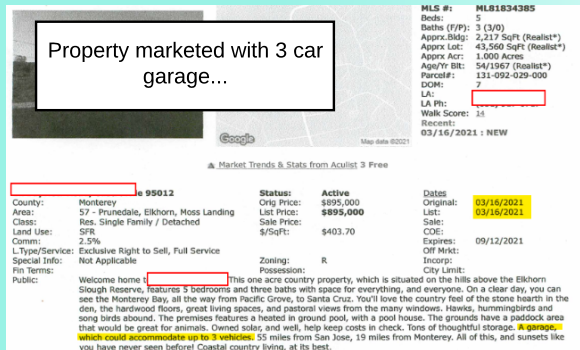
- 1) Explosion Hazards existed when he took management possession of the home.
- 2) He recommended and managed a Contractor who made the Seller and he aware of the code violations
- 3) He did not supervise remediation work because the seller refused to do the work.

Conspiracy to Conceal \$12K in Explosion Hazards

- 1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Sellers Agent signed disclosure documents that OMITTED notice of Explosion Hazards in the garage known to both of them various ways **CONSPIRACY**
- 3) Seller's Agent procured ONE pre-sale inspection reports that should have called out the Explosion Hazards, but omitted them completely. **CONSPIRACY**

The Property and the Damage Findings...

Property marketed with 3 car garage...



Conspiracy to Conceal Explosion Hazards

"FIXER Managed Resources"

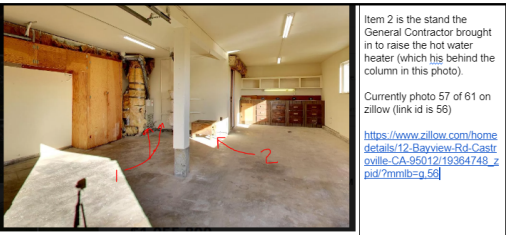
General Contractor
John Chatters
#394709
(40 yrs in business)

- 1) Provided used stand to raise hot water heater. Work was declined by Seller / Seller's Agent. Stand was left at the property.

Home Inspector
Robert Vierra
(unregulated)
(25 yrs, 11,000 inspections)

- 1) Did NOT note that TWO explosion hazards in the garage. This type of defect is very "low hanging fruit" for all honest and sincere inspectors to call out. Omitting this is an **INSPECTOR SACRILEGE**

Seller's ad actually shows the stand the contractor brought over but did not install...



From Seller's own 2015 Home Inspection report, that we obtained several weeks into escrow...

Heating System Recommendations

Repair: The heater was sitting directly on the floor of the garage. Present standards require that the heater be elevated to provide a minimum of 18 inches of clearance between any open flame and any level or floor where combustibles or...

Seismic Restraint & Other Considerations For The Water Heater

The water heater tank had been properly secured. This will help prevent water heater movement and possible gas leakage, limit damage and provide a source of usable domestic water in the event of a major earthquake.

Repair: The water heater was sitting directly on the floor of the garage. Present standards require that the water heater be elevated to provide a minimum of 18 inches of clearance between any open flame and any level or floor where combustibles or their fumes could be stored, or might collect. This configuration helps prevent ignition of fumes from spilled flammable liquids. We recommend that the water heater be reinstalled so the flame is at least 18 inches above the floor.

From Our 2021 Home Inspection report....

Page 43 Item: 3 Base

Page 47 Item: 3 Base

The heating unit in the garage is not 18" off the slab. This is a code violation.

Less than 18" minimum height in garage installation; combustion hazard.

Summary

- Seller and Seller's Agent knew about defect. Seller's Agent 1) recommended contractors who recommended repairs but they were declined by Seller 3) scheduled inspector 4) was present at inspection 5) paid for inspection report that omitted explosion hazards known to he and seller 6) Seller and Seller's Agent presented reports to buyers as Disclosure Docs

Conspiracy # 5 - Prior Flooding in Crawl

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) In 2015, Seller hired home inspector to protect him when buying the home. In 2020, Seller hired home inspector and termite inspector to protect him when selling the home.
- 3) At some point during his ownership people were in the crawl and tried to repair the insulation and a broken water line.
- 3) Seller claims he was not aware of 9" flood line around the basement and a very unique 4" drain system that required significant contractor work to install at some point before or during his ownership

1

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"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) All gutters, downspouts and ground level drainage systems were clogged when he took possession of the home.
- 2) The french drain system for downspouts was clogged with an outlet unknown when he took possession of the home.
- 3) Two inspectors hired claimed there were moisture issues in crawl and suggested they didn't investigate, but omitted the lack of investigation in their report summaries...
- 4) He recommended and managed TWO inspectors...

2

Conspiracy to Avoid Disclosure of Major prior flooding in crawl...

- 1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Sellers Agent signed disclosure documents that OMITTED notice of 9" prior flooding in crawl space **CONSPIRACY**
- 3) Seller's Agent procured TWO pre-sale inspection reports that should have called out those concerns and the related dryrot on the main support post. BOTH omitted it completely. **CONSPIRACY**
- 5) Both pre-sale inspectors failed to note lack of inspection in their report summaries. **CONSPIRACY**

The Property and the Damage Findings...

This photo was taken from the crawl entrance. Within 15' a 9" flood line is evident on the main wood support post for the home that correlated to a 1" drop in the kitchen, dining room and living room floor. The floor required jacking and columns. Nobody called that out because...



Additional evidence of prior flooding was obtusely obvious from the drain troughs AND a 4" x 10' long gravity drain that had been professionally installed. The outlet for that drain was in an unknown location and clogged and it was tied to the home gutters. They were back flooding the crawl space...

The other primary support post was comparably compromised and had been repaired improperly by someone. it also needed columns installed. Any sincere inspector would have picked up that defect as well.

Conspiracy to Conceal Prior Flooding and Structural Defects

"FIXER Managed Resources"

Termite Inspector
Alex Carriaga
FR43400
(15 yrs in business)

- 1) Claims he did not inspect crawl
- 2) Did NOT note that relevant inspection omission in report summary, an **INSPECTOR SACRILEGE**

3

Home Inspector
Robert Vierra
(unregulated)
(25 yrs, 11,000 inspections)

- 1) Provides conflicting statements on level to which crawl was inspected
- 2) Did NOT note that relevant inspection omission in report summary, an **INSPECTOR SACRILEGE**
- 3) In some statements, claims the crawl had too much debris for inspection, which was false. In others he claims he inspected all sill bolts, which would have required full inspection of perimeter. With that full inspection he would have had to crawl over obtuse 4" x 10' drainage system related to prior flooding, but says he didn't see that at all.
- 4) He made no comments about a 1" drop in main post support evident on 1st floor with

4

Summary

- Seller and Seller's Agent "should have known" about prior flooding Seller's Agent 1) recommended inspectors 2) scheduled inspectors 3) was present at inspections 5) paid for inspection reports that omitted all reference to prior flooding and MAJOR structure defects related 6) both report summaries omitted clear declarations of crawl space inspection omissions 7) Seller and Seller's Agent presented reports to buyers as Disclosure Docs

Conspiracy # 6 - Structural Deconstruction / ReConstruction

w/o permit

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) When Seller purchased the home in 2015 the 2nd story wrap around deck was noted as structurally concerning.
- 2) Seller did not address or repair deck during occupancy.
- 3) Seller contracted with Licensed Contractor in business since 1980s to remove existing 2nd story deck and partially rebuild new deck from scratch, with all new structural members.

1

"The Hot Rod Realtor"

"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) Structurally unsound deck when he took management possession of the home.
- 2) He recommended and managed Experienced Contractor who removed existing 2nd story deck and rebuilt new deck without permits.

2

Conspiracy to Conceal Structural Deconstruction and Reconstruction without Permits

- 1) Seller and Seller's Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Seller's Agent signed disclosure documents that OMITTED notice of Structural Deconstruction and Reconstruction related to deck **CONSPIRACY**
- 3) Seller's Agent recommended and supervised contractor who quoted the work in writing and billed for the completed work **CONSPIRACY**

The Property and the Damage Findings...

A California Licensed Contractor was paid to remove a rotten wrap around deck and rebuild a new rear deck as a partial replacement.



With Deck during prep for sale



Without side Deck and new rear deck (and new fence).

Conspiracy to Conceal Structural Deconstruction and Reconstruction without permits

3

General Contractor
John Chatters
#394709
(40 yrs in business)

"FIXER Managed Resources"

- 1) Quote / Invoice for deck deconstruction and reconstruction
- 2) Quote suggests work to be done to code but omits any reference to dialogue about proper permits

Emails agreeing to work - between Seller and his Contractor

-----Original Message-----
From: [REDACTED]
Sent: Monday, October 12, 2020 1:07 PM
To: [REDACTED]
Subject: Review, Castroville

Hi David,
My apologies for being quiet too long! last week we had major septic/sewer issues at our home and I lost a couple days work, got a bit overwhelmed on track as of today, all good at home now. I have the entire week to devote to your property with my goal being to get as much done Saturday, caught up with current work orders. Here are some updates and new estimates.
The upstairs bath floor was wet only on the top underlayment layer (removed) and the structural subfloor is OK, good news. I'll be installing underlayment today and new vinyl will be installed before the week is over. We will be very close to estimated cost.
David probably let you know all the painting is done including the inside of the garage and it really looks great, big difference all around.
The fence quote came in at \$4800 for 6' fence with redwood boards. Includes two gates. If you think we have enough time, I'd like to get you quotes so I can get the best price here. I have to check but I have a feeling we can do better than the \$4800. However, redwood has gotten so so that's something we have to live with unless we go with chain-link, what are your thoughts on chain-link? I'm still going to recommend 6' if the research I did it came up some insurance companies require 6' high even if local code is only 4' for a pool fence.
I reviewed deck on South facing wall, noted one corner sagging, and remove debris from area. \$600.
Remove deck off of master bedroom and build new deck 12' x 14' attached back to existing one. \$2500.
If you decide to do both I'll do both for \$3000 instead of combined cost of \$3100, since staging is already taking place in that area.
Kitchen counter tops have started with basic frame work but I need approval from you to pick the look/color of the Formica. I have many samples to pick a few that look good with the tile, send images to you and you can let me know your choice.
Images will come within the hour.
Sincerely,
[REDACTED]

Thank you for letting me know what is going on, and really I am not worried at this point. I am fine with 6' redwood, it gets pretty windy so a good fence is worthwhile. If you want to get another quote that's fine. Let's do both decks for \$6000.

Invoice From Contractor to Seller

JOHN CHATTERS - GENERAL CONTRACTOR #394709
SINCE 1980
1800-999-0000
CASTROVILLE, CA 95006
PHONE: 831-489-1117
FAX: 831-489-1117
INVOICE #

11.18.20

Completed as per quote:

Remove deck on South wall, build new deck off of master bedroom \$6100.00

Failure to disclose this work made it harder to "figure out" there was concealed beams on the south facing wall...

Summary

- Seller and Seller's Agent knew about structural defects. Seller's Agent 1) recommended contractor 2) supervised contractor 3) Seller and Seller's Agent presented disclosure documents stating no structural work had transpired on the property

Conspiracy # 7 - 2nd Floor Bathroom Floor

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

1) Seller was aware of major water issues related to his kids bathing habits and leaks in the 2nd floor bathroom.

①

"The Hot Rod Realtor"

"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

1) No ceiling in bathroom on 1st floor due to major water issues from above when he took management possession of the home.
2) Seller's Agent sent seller a video of structurally deficient floor deflection.
3) He recommended and managed contractor who did lesser work than originally quoted, for no discount, while concealing a structural defect

②

Conspiracy to Conceal \$7-10K in Rodent Damage in 2nd Floor Attic

1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
2) Seller and Sellers Agent signed disclosure documents that OMITTED notice of structural defects in 2nd floor flooring system **CONSPIRACY**
3) Seller's Agent recommended and supervised contractor who did obfuscation and concealment work **CONSPIRACY**

The Property and the Damage Findings...

Conspiracy to Conceal Structural Defects

"FIXER Managed Resources"

Quote From General Contractor to Seller for bathroom floor work with ref to video showing floor movement

From: john@johnchatters.com
Sent: Friday, September 25, 2020 6:22:13 PM
To: micahforstein@thinkingsurgical.com
Subject: Additional work estimates

Hi Micah,
Here are a few more estimates to keep things moving forward while I'm waiting for the cost of deck materials to rebuild outside master bedroom deck and remove North side deck. Below are combined ideas from both me and [redacted] that will make the home more presentable.
There are no casings (window trim) on living room windows and one upstairs closet. Provide and install: \$150.
No baseboards in downstairs bath or laundry. Provide and install: \$170.
Smoke detectors (every bedroom and top of stairs) and carbon monoxide detectors on each floor are mandatory. Provide and install: \$250.
Repair the hole in the ceiling in the master closet \$95.
Reverse the swing on downstairs bath door, to open into hallway. (New toilets will not clear.) \$140.
Upstairs hall bath floor repair: we will send you a video showing movement in the floor. I won't know what the damage is until I remove the vinyl and take a look. But I'm estimating about \$400 labor to repair and then the cost of new vinyl, installed, at about \$375.
Remove shed attached to pool house: (I will need to include the rental of a large dumpster for

Update from General Contractor to Seller on Scope of Work

Original Message
From: john@johnchatters.com
Sent: Monday, October 12, 2020 1:07 PM
To: Micah Forstein
Subject: Bayview, Castroville
Hi Micah,
Apologies for being quiet too long: last week we had major septic/sew on track as of today, all good at home now. I have the entire week Saturday; caught up with current work orders. Here are some updates at The upstairs bath floor was wet only on the top underpayment layer (rem underpayment today and new vinyl will be installed before the week is ov

His belief about the scope of work changed drama

General Contractor
John Chatters
#394709
(40 yrs in business)

1) Quote / Invoice for closing up closet ceiling.
2) Failed to create an appropriate size attic access opening when closing the ceiling?



Here's the board that was cut out next to the repair. The contractor would have been looking directly at the compromised board in that condition when he overlaid it.

It was a 3/4 ply subfloor and in some areas 50% of the material was gone. This should not have been overlaid. It should have been cut out and repaired.

Summary

Seller and Seller's Agent became aware of defect from Contractor recommended by Seller Agent.
Seller Agent 2) supervised contractor who did lesser repair than was appropriate that hid structural defects
3) Seller and Seller's Agent failed to disclose structural defects

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) When the Seller purchased the home in 2015, a small wrap around deck was structurally unsound. We know this from friends who viewed the home in 2015 and we know this from concerns expressed in a 2015 property inspection report that was turned over to us 3 weeks into escrow.
- 2) The Seller seemingly did not want to pay to open up the garage ceiling to see just how deep and bad the damage was, nor repair any of it properly.

1

"The Hot Rod Realtor"

"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) A fully rotten deck with rotten cantilevered joists protruding from inside the home was grossly evident when he took management possession of the home.
- 2) He recommended and managed a General Contractor who did a gross level of concealment work to hide 5 structurally unsound floor joists.

2

Conspiracy to Conceal \$10K+ in Rotten Joists

- 1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Sellers Agent signed disclosure documents that OMITTED notice of Structural Defects in Floor Joists and Concealment of those **CONSPIRACY**
- 3) Seller's Agent recommended and supervised a General Contractor who personally did concealment work related to Rotten Floor Joists **CONSPIRACY**
- 4) During escrow we eventually forced documents which revealed concerns about the prior condition and the potential for concealment. We confronted the Seller's Agent and Seller in writing with a request/demand for an invasive inspection to confirm no concealed damage. They refused to acknowledge the demand. **CONSPIRACY**

The Property and the Damage Findings...

From a 2015 inspection report obtained in a document demand, an inspector then expressed structural concerns given the potential was extremely obvious...

Exterior Deck(s)
 • **Repair:** The floor joists that are cantilevered (extended beyond the foundation or wall on the exterior of the home) to form a deck are damaged by moisture. This design risks moisture damage extending to the portion of the joists serving the house interior floor as well. We recommend that a qualified licensed pest contractor be consulted for further evaluation and repairs as necessary.



• **Repair:** The deck was built with cantilevered deck joists, and was installed without flashing. This can create a condition conducive to possible water penetration into the dwelling, which can cause damage to the underlying structure. The decks should be properly flashed to reduce the potential for water penetration into the dwelling.

5 Joists were no longer structurally sound

Below are images of what the contractor would have seen as he was covering up the joist ends



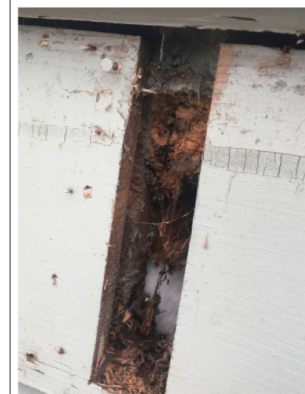
Conspiracy to Conceal Rotten Floor Joists involved THREE People

"FIXER Managed Resources"

3

General Contractor
 John Chatters
 #394709
 (40 yrs in business)

- 1) Quote / Invoice for removing deck and "repairing" siding
- 2) Contractor quoted a "new course of siding" but instead did a far lesser repair by installing luan over the old openings. The inferior and 'non natural' nature of the repair is what drew attention to the area.



Summary

- Seller and Seller's Agent knew about damage. Seller's Agent 1) recommended contractor 2) supervised contractor's concealment work
- 3) Seller and Seller's Agent omitted damage knowledge in disclosure documents 4) Seller and Seller's Agent refused to acknowledge demand for invasive inspection when it became apparent in escrow there was likely concealed defects. 5) Buyer did invasive inspections after purchase and found damage that would have been fully visible to the General Contractor and Seller's agent from the Ground during the deck removal.

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) Seller moved into home in 2015 with as many as 9 cats.
- 2) Neighbors cat sat for Seller. They liked he and his family but have made verbal and written attestations that the cats were urinating heavily outside of litter boxes in the dining room and utility room / hall area.
- 3) Seller seemingly did not want to pay \$20k+ to remove flooring, sub-floors, wall board and a few cabinets to make proper repairs in order to to sell home.

1

"The Hot Rod Realtor"

"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) Cat urine issues would have been overwhelming when he took possession of the home.
- 2) As the lead organizer for the house clean up and acting contractor for that, he would have known where the urine was most prevalent.
- 3) He recommended and managed a General Contractor who did cleaning and new flooring over bad soiled areas.

2

Conspiracy to Conceal \$20K+ in Cat Urine in multiple parts of First Floor

- 1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Sellers Agent signed disclosure documents that indicated NO PETS were on the property **CONSPIRACY**
- 3) Seller's Agent recommended and supervised ONE contractor who did obfuscation and concealment work related to Urine Damage **CONSPIRACY**
- 4) Seller's Agent recommended and supervised Cleaning Crews and he may have done some of the deep cleaning with his wife. **CONSPIRACY**
- 5) Someone applied massive amounts of enzyme cleaner to mask all the damage and other odors in the home made it impossible to isolate until all other sources of odor had been addressed after close of escrow. **CONSPIRACY**

The Property and the Damage Findings...

Attestation Statements

Neighbor #1

5) "Pet Urine" - The Disclosure Documents we were provided indicated there were no pets at the property. We found massive amounts of urine damage just after the close of escrow in the Dining Room, edge of Kitchen and the first floor bathroom/utility room area that had seemingly been masked with enzyme cleaner. Upon conversations with all of you, it sounds like all of you were aware of numerous pets int he property during their entire occupancy and several of you pet sat for them and witness a need to clean up urine in these areas.

One neighbor has indicated they may have had as many as 9 cats and a dog when they moved in. Others are only aware of 3-4 cats and the dog, later in their occupancy.

Did you ever pet sit for them in a manner that required caring for the animals inside the home? Yes or No
What's the highest number of cats you believe were at the property at any given time? 9 cats when they had come

they had come
they had come
3 of 6
3 or 4 in first 2 years

Did you witness urine problems that needed cleaning in the Dining room? Yes / No

Did you witness urine problems that needed cleaning in the Kitchen? Yes / No

Did you witness urine problems that needed cleaning in the 1st floor Bath/Utility room area? Yes / No

Any other Relevant Comments?

I took care of it

Conspiracy to Conceal Rodent Damage in 2nd Floor Attic involved SIX People

3

General Contractor
John Chatters
#394709
(40 yrs in business)

"FIXER Managed Resources"

- 1) Quote / Invoice for closing up closet ceiling.
- 2) Failed to create an appropriate size attic access opening when closing the ceiling?

Cleaning Crew Hired by Seller's Agent

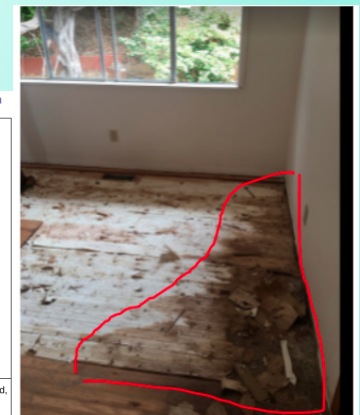
10. PETS, ANIMALS AND PESTS:

- 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 above ☐ Yes ☒ No
- If so, when and by whom see pest control rep
- Explanation: pool house.



We removed the baseboard and found the cat urine.

The top and bottom edge of the molding smelled bad, but it was hard to smell until the molding was removed.



Summary

Seller and Seller's Agent knew about damage. Seller's Agent 1) recommended contractor 2) supervised contractor's concealment work and may have performed some himself 3) Seller and Seller's Agent omitted damage knowledge in disclosure documents 4) Buyer was only able to isolate smell and locate matters several weeks after close of escrow. 5) Buyers know the damage happend from Seller's Pets due to statements about new hardwood flooring from Seller' 6) Buyers obtained attestation statements from neighbors who confirmed the damage was from Seller's pets and not owner prior to him.

BUYER X

20+ Patent Holder!!

Think Surgical!

1

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) The Bathroom ceiling in 1st floor and/or utility room fell due to water issues on 2nd floor during Seller occupancy, a year or more before he moved out.
- 2) The wet and fallen debris was not cleaned up for months/years.
- 3) There was also Mold under kitchen sink on drywall that would have been evident during occupancy, as well as the marks in the 2nd floor ceiling from the attic mishap described in another summary.

"The Hot Rod Realtor"

"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) No ceiling in the 1st floor utility room/bathroom when he took management possession of the home. The fallen debris was in the rooms.
- 2) Mold issues in numerous other parts of home including cabinets, closets and ceilings would have been visible.
- 4) He recommended and managed a Contractors to do repairs and conceal mold describe in this worksheet. Other info elsewhere.

2

Conspiracy to Conceal \$20K+ in mold related issues (other than 2nd flr attic)

- 1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Sellers Agent signed disclosure documents that OMITTED notice of known Mold matters in Kitchen, utility room and 1st floor bath **CONSPIRACY**
- 3) Seller's Agent recommended a contractor who did obfuscation and concealment work related to existing Mold **CONSPIRACY**

The Property and the Damage Findings...

After pressuring the Seller's Agent to provide sensible explanations for various "out of balance" conditions, he shocked us by telling us when he first saw the home the bathroom/utility room ceiling had fallen months or years prior and not been remedied until he got involved. Just sharing the story exposed disclosure fraud involving both he and the Seller. This scenario was then confirmed with three neighbors, 2 of which made written statements.

Conspiracy to Conceal Mold

"FIXER Managed Resources"

General Contractor
John Chatters
#394709
(40 yrs in business)

- 1) Quote / Invoice for expensive work that was done over mold

Neighbor #1

4) "First Floor Ceiling Damage" - The Seller's Agent indicated when he took over management of the home the ceilings in the first floor bathroom and/or laundry room had come down/fallen down. The problem had resulted from a water leak that then was not mitigated for a year or more prior to his involvement in over management of the home. He indicated it was all quite a mess.

Did you see this damage? Yes / No

Does this sound like an accurate description of what you saw?

Fully Disagree Partially Disagree Neutral Agree Fully Agree

We removed the cabinets to see what was behind them. This is what we found...much of this had been covered with brand new drywall.



Utility Room and Bathroom - Quote

NOTE: the black text he indicates the laundry repair was started by the plumber in 2019. We have a quote for that work. It just says replaced some pipes with copper and abs. The point is, the wall then would have been left open from 2019 until 2020 when they moved out and everyone who looked would have seen the mold on the walls that were immediately around the new pipes.

1st floor bath and laundry repair - Remove paneling, repair water damage, replace drywall and repaint lower bathroom and laundry (Plumber in 2019, Completed)

Quoted 9/2/2020 from John Chatters, General Contractor #394709. Since 1980. 904-444-8888.

1. Downstairs bath. Remove all paneling, provide and install new wallboard as necessary with finish and paint. Provide and install new vanity with sink top and faucet.

Install new framing for ceiling, install new ceiling board and finish. Repair electrical connections as necessary, install GFI outlet and install one new fan/light combo in ceiling and one new light over sink. FYI removing the paneling is more cost effective than working around it and/or painting it. Clean existing tile.

2. Downstairs Laundry. Remove all paneling, provide and install new wallboard as necessary. Repair ceiling light fixture as necessary, install new receptacle with ground. Frame ceiling and install new ceiling board with finish and paint. Clean existing tile floor. For the sum: \$1987.00.

3. Exterior water main into home: At the side of the home, remove damaged water line, replace with new pipe as necessary and a new shut-off valve. For the sum: \$525.00. Labor will require removing some of the berry vines, cleaning the area out and localized trenching the flower bed area.

4. Clean, paint and install existing handrail for interior stairs. For the sum: \$320.00

Summary

Seller and Seller's Agent knew about mold matters. Seller's Agent 1) recommended contractor 2) supervised contractor 3) Seller and Seller's Agent presented disclosure documents that omitted problems and concealment details.

Conspiracy # 11 - Undisclosed Property Drainage Problems

BUYER X

20+ Patent Holder!!

Think Surgical!

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) The seller provided statutory disclosure documents due prior to accepting an offer. AFTER he accepted an offer.
- 2) The buyer left questions related to property flooding without yes/no answers. Patently incomplete.
- 3) When questioned the seller claimed there were no problems, but he refused to provide a completed statutory disclosure stating that when demanded to do so.

1

"The Hot Rod Realtor"

"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) The Seller's Agent became aware of water management problems in the side yard after taking over property management.
- 2) He verbally indicated a neighbor had said the property had flooding issues prior, but none of that was detailed by he or the seller in writing.
- 3) He hired a property inspector who was there on a rainy day but made no significant comments about water management.

2

Conspiracy to Conceal \$7-10K in Rodent Damage in 2nd Floor Attic

- 1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Sellers Agent signed disclosure documents that OMITTED answers to property drainage questions **CONSPIRACY**
- 3) Seller and Sellers Agent refused to reply to a proper demand for a completed disclosure document detailing a yes/no position on property flooding **CONSPIRACY**
- 4) Seller's Agent procured a pre-sale inspection reports that should have called out concerns given grade conditions, obtuse defects indicating major prior grade related issues and the weather on inspection day. **CONSPIRACY**

The Property and the Damage Findings...

Photo below is taken from the front door looking towards the side yard. That circled item is standing water. I guess we are to presume he nor any of his family of 5 ever went in or out the door during a rain? They had a dog that would need to go out, even in the rain?



As indicated prior, the entire yard sloped towards the home. It would have been standing water by the home.



Conspiracy to Conceal by Omission Property Drainage Problems

"FIXER Managed Resources"

Home Inspector
Robert Vierra
(unregulated)
(25 yrs, 11,000 inspections)

3

- 1) Omitted massive concrete defect indicative of drainage issues
- 2) Omitted reference to obvious grade related issues
- 3) Omitted reference to lack of knowledge related to french drain outlets

This area where standing water is a problem because the concrete patio had sunk by 3" indicative of major below grade flooding at some point.

The Home Inspector hired totally omitted the massive concrete defect on the front porch indicative of major prior water management issues, as well as any reference to side yard grade problems and unknown french drain outlet locations..

In iin another conspiracy summary, you'll see the same inspector also made gross omissions on the crawl space inspection, all to hide major property flooding matters.



Summary

Seller failed to disclose drainage issues in obtuse manner. Seller's Agent under disclosed in the wrong area. Seller's Agent 1) recommended inspector 2) scheduled inspector 3) was present at inspection on rainy day 4) paid for inspection reports that omitted obtuse property defects that were indicative of major grade management problems. 5) Seller and Seller's Agent presented reports to buyers as Disclosure Docs 6) Seller and Seller's Agent refused to provide properly completed statutory disclosures when demanded to do so

Conspiracy # 12 - Septic Mainline Defects

BUYER X

20+ Patent Holder!!

Think Surgical!

1

SELLER -- Micah Forstein - Mechanical Engineer, Think Surgical

- 1) Seller declared he had no knowledge of main sewer line defects between home and septic tank, which was 100 feet away.
- 2) Seller did NOT have a septic inspection done prior to listing the home and oddly, he formally presented a 2015 report as part of his disclosure documents.

"The Hot Rod Realtor"

"The FIXER"

SELLER'S AGENT Kent Weinstein - Keller Williams Coastal Estates

- 1) After contract acceptance, which included a seller funded septic inspection, the agent scheduled a lesser septic system inspection than was agreed upon in the contract.
- 2) The inspection scheduled omitted a camera and sensor as was required per the contract.

2

Conspiracy to Conceal \$12-30k in Sewer Main problems

- 1) Seller and Sellers Agent signed disclosure documents stating Seller's agent did NOT manage recommended resources when the opposite was true. **CONSPIRACY**
- 2) Seller and Sellers Agent signed disclosure documents that OMITTED knowledge of Sewer Main problems **CONSPIRACY**
- 3) Seller and Seller's Agent failed to order proper inspection per contract. Inspection company "coincidentally" showed up with a property map from 2013 that identified numerous major main line defects. Camera inspection revealed they were very problematic. Marks on pipe indicated numerous professional clean outs had transpired. Professional opinion was that the system would not function for a week or more with regular use. Our experience after purchase confirmed that. **CONSPIRACY**

The Property and the Damage Findings...

Conspiracy to Conceal by Omission Septic Mainline Defects

Email Dialogue about Main Line with Septic Company

From: Bryan Canary <bryan@bryancanary.com>
Sent: Tuesday, April 13, 2021 11:17 AM
To: Daniela Angeli <daniela.angeli@psts.net>
Subject: Fwd: [REDACTED] - Video Camera of Pipes

Hi Daniela (np8) -

Thanks for the call. Below is my understanding of the video yesterday.

In summary

1. The dead drain field line - not an issue at this time. It would be a backup that could be cleaned out or inspected later.
2. [The live drain field line - confusion. They dug up the end of line and did not feel it was a well. They dug up the end of line and did not feel it was a well.
3. The line between tank and home - roots and debris, bellies, a crack. Need to discuss worst case scenario for replacement (cut concrete entire way?) and the possibility of being able to pull a pipe through (at a lesser cost)? - Don't need perfect quote. Need some kind of ball parks that are conservative.

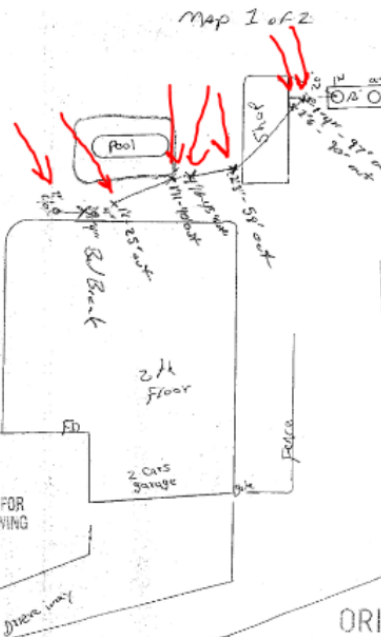
- 2 Septic tank to the home - There is a 5' section underneath the pool house which has significant roots in it. There is another section just on the home side of the pool house with significant roots. As the pipe gets closer to the pool apron and closer to that popper valve it deteriorates rapidly and there are some sags causing the camera to go under water. None of that is good at all. That popper valve was put in more recently to prevent backups and it makes sense as to why it was put in now as any significant use could have caused some backups just on the septic tank side of the popper valve. **This is a significant issue with the sanitation system. Remediation options and pricing are a requirement for this item. The two logical options are sleeving a new pipe if that is an option given current conditions and/or cutting up the concrete and re running pipe.**

LOCATION: 12 Bayview Rd (120m)
AREA: [REDACTED]
DATE: 10/10/2010
DRIVER: [REDACTED]
OWNER: [REDACTED]
APP: [REDACTED]
MAKE OF TANK: [REDACTED]
GALLONS: 2500
MULTIPLE TANKS: YES NO
BOXED TO SURFACE: YES NO
DEPTH OF BOX: [REDACTED]
DEPTH OF TANK: [REDACTED]
TANK LENGTH: [REDACTED]
TANK WIDTH: (ceiling) (floor)
FLOW LINE: (inlet) (outlet)
DISTANCE BETWEEN LIDS: [REDACTED]
CLEAN-OUT: YES NO
COMMENTS: See inspection report # 1706
See inspection report # 6203

DIRECTIONS: [REDACTED]
PSTS, INC.
NOT RESPONSIBLE FOR
ACCURACY OF DRAWING

Turn around area: YES NO
Back into driveway: YES NO
of Homes: 01

MAP PROVIDED BY PENINSULA SEPTIC TANK SERVICE
(831) 659-2465 / (831) 422-7324
Fax: (831) 659-5938
www.psts.net



Summary

Seller and Seller's Agent claimed no knowledge of problems but all behavior related to inspection was "odd" and "illogical". Problems were revealed to seller and seller's agent 3 different ways. Seller and Seller's Agent continued to claim ignorance. We moved in and the system was not able to function with just two of us using it. The problems suggested to exist by the Septic company transpired within a week.