

Demand for Mediation as per the contract Dispute Resolution mechanisms.

From: [jerry burch <jerryburch@fastmail.fm>](mailto:jerryburch@fastmail.fm)
To: [Chase Martin <cmartin@ammcglaw.com>](mailto:cmartin@ammcglaw.com)
Subject: Demand for Mediation as per the contract Dispute Resolution mechanisms.
Date: Tuesday, May 18, 2021 8:17 AM
Size: 1.3 MB

I don't want a reply to this email because I'm on a tight schedule figuring out how to get the Motion to Quash done with no help from a lawyer and not even the "free lawyers" in it who would be able to tell me the process, since I am supplying the argument.

It's clear you and I cannot negotiate and I don't think the problem is on my end. You refuse to meet and confer. I told you my business background and while I did not participate in sitting in the room to observe for many—to answer questions regarding our capabilities to deliver. I do not know your business background but lawyers were not in the room.

You refuse to recognize I have a buyer ready to pay \$850K while Kyle supplied an appraisal I consider low. I think the one for 2525 Johnson is reasonable, but anyone who has ever had two properties, except that appraiser, considers 2505 Johnson the "gem" of the two. The appraisal itself for 2505 Johnson says it is a hard to value property. I stated to Kyle when first time that his plan to just do a quick remodel was a poor plan. He cannot deny that that was his plan because he had Home Depot over to take window measurements which were locked in on that.

The appraisal also does not compare 2505 Johnson with a house in this area of SLO. This is a microclimate of SLO that is warmer and less windy than other areas and why when I viewed this house I specifically limited myself to this area of San Luis Obispo. 2505 Johnson is on a lot with a view none of the other properties it was compared with have any view.

The \$850K buyer will take advantage of the lot of 2505 Johnson, while Kyle's plan does not.

Since we can't even talk productively, I demand mediation and as per the contracts and the motivation for you to agree is I won't pay Kyle's legal fees on loss.

The only other alternative I will consider is if I am advanced the deposits and Kyle will have already paid those if he buys, and he'll lose those if he loses his court case, and so I can advise me. Then I also do not want to be in the worst of the hardship I am in now living in a house the appraisal itself notes how unlivable it is. Simple repairs would fix the worst of that and the kitchen sink and bathtub draining again. It's been six months now Kyle has held me in this position after I cancelled what I was trying to accomplish a quick sale and exit San Luis Obispo.

Do not reply to this and I'll check back with you later.

Sincerely,

Jerry Burch

----- Original message -----

From: jerry burch <jerryburch@fastmail.fm>
To: Chase Martin <cmartin@ammcglaw.com>
Subject: Re: Billingsley / Burch transaction - Poof of Funds
Date: Monday, May 17, 2021 1:46 PM

Mr. Martin:

I am busy working on the Motion to Quash and I need to set up the consult with Ms. Frederick.

Please cease all communications with me until I advise you I am ready to talk.

Sincerely,

Jerry Burch

On Mon, May 17, 2021, at 1:26 PM, Chase Martin wrote:

Mr. Burch-

I am available to respond to any communication in which you are interested in resolving the lawsuit and the property purchase. As you know, we have tried to reach a resolution without filing our complaint and we would still prefer to simply reach an agreement on the price of these properties and to complete the sale (allowing you to pay your taxes and leave San Luis Obispo as you have indicated).

As you now know, your properties are worth far less than \$850k. You stated that you were flexible on price, but only wanted a means to pay your tax debt for the lowest amount possible. We therefore do not understand why we are continuing to discuss legal theories based on my client's address. He is a private person and unless necessary does not want people to know his lives. That is not unusual nor is it a reason to continue looking for ways to prolong this transaction. You now have evidence of the property value and proof that my client can pay you. It seems to me that we have the pieces necessary to resolve this matter.

Thank you.

Chase Martin

From: jerry burch <jerryburch@fastmail.fm>
Sent: Monday, May 17, 2021 1:13 PM
To: Chase Martin <cmartin@ammcglaw.com>
Subject: Fwd: Re: Billingsley / Burch transaction - Poof of Funds

Mr Martin:

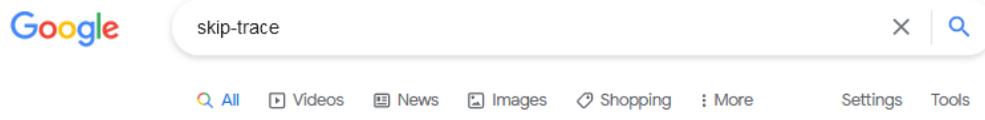
There's zealously representing your client and there's going too far and trying to continue the fraud. This is how I see my case: Chelsea Billingsley was negligent for not attaching that funding, but proving fraud on her is harder because she can deny knowing what Kyle was telling me, so I may not bother to to keep the lawsuit on her simple with all needed evidence.

If I had seen that proof-of-funding with a San Luis Obispo address, I would not have signed and would have sent Kyle away. My next step would have been to call SLOPD.

That means without her negligence I would not be in the transaction, so she's responsible for all. So whatever you make me take, below \$850K, and any lawyers fees I have to pay, or collect back from her.

I'll get that checked with Ms. Frederick this week. And provide her this communication.

Advise Chelsea Billingsley to lawyer up and when I'm ready to file then get me the name of the lawyer so we can be "civilized" about the service and I don't have to pay a process server skip-trace on her and then interrupt her day with a service.



About 306,000,000 results (0.68 seconds)

Ad · <https://tracking.intelius.com/search/people>
Skip Trace - Enter Any Name & Search Free
Find Info On People. Phone, Email, Social, Marriage Status & More. Be Your Own Detective.
[1] Enter Any Name & City/ State [2] Search Phone, Address & Full Public Records Data
Fast. Unlimited Public Records. Search Arrest Records. Background Check. Phone Lookup.

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Clear Skip - Skip Tracing Made Easy
We Are Constantly Here to Help You Get the Most up to Date and Accurate Data Possible.
Clear **Skip** Is a Premium **Skip Tracing** Provider. Upload Your Data Sheet in Any Format.
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Skip tracing is an industry term used to describe the process of locating a fugitive that can't be found at their place of residence or usual hangouts. "**Skip**" refers to the person being searched for (derived from the term "to **skip** town") and "**tracing**" meaning the act of locating the **skip**.

<https://www.bountyhunteredu.org/what-is-skip-tracing>
What is Skip Tracing | What is a Skip Tracer and How to ...

----- Original message -----

From: jerry burch <jerryburch@fastmail.fm>
To: Chase Martin <cmartin@ammcglaw.com>, Lisa Bertrand <lbertrand@firstam.com>
Subject: Re: Billingsley / Burch transaction - Poof of Funds
Date: Monday, May 17, 2021 11:56 AM

I don't accept this with the address redacted, nor do I believe should Lisa, unless you give reason why!

I believe it's because the address won't match the description of where I was told Chelsea and Kyle Billingsley live and to match what Kyle said at my front door at first meeting. How out-of-town-buyer who had been working with a realtor but was unable to find a place in SLO. Something "told him" to knock on my door and something he had never done before. to help fulfill the dream of his "pregnant" wife to return to and live in San Luis Obispo with their son, which she came to love as Cal Poly student.

11/14/2020 12:53:26 PM +1805270XXXX Thanks. Did I get your name correct and just went off your email address. Can I ask where "North" is and hope you enjoy it in SLO. I enjoyed my time here, which I spent all but a few years since going to Poly in 87, but time for a change. It's a nice location, but you want to figure out how to get the back opened up then you'll have that view and something I could never accomplish. Plus just in the last few years SLO has changed to be "very amenable" to have a second small unit and I even notice the people across the street living in a couple of trailers and that used to be a three-day limit.

11/14/2020 12:55:22 PM +18054594195 Past Monterey. Yes we are so excited. My wife and I met at cal poly and are so excited to raise our family here!

11/14/2020 2:39:34 PM +18054594195 Hey I noticed you had some tool chests and cabinets... are you planning on taking those with you?

11/14/2020 2:41:51 PM +1805270XXXX I'm only taking what I can pack in a truck with a camper shell. The cabinets and shelving in the garage and I'll leave for you and stuff I picked up cheap off Poly Surplus

11/14/2020 2:42:12 PM +1805270XXXX '*The cabinets and shelving in the garage and office I

11/14/2020 2:42:50 PM +1805270XXXX Sorry this sends a text every time I miss and hit return.

Then after the first contract was delivered to me by email where, contrary to our Letter Of Intent and "buyer pays all costs", because I was broke and could not, all costs were assign with the addition of two \$500 home warranties never discussed.

11/15/2020 7:51:00 PM +1805270XXXX I'm stunned to see mentioned in the contract, because it must be, that your wife is a real estate agent, and I think mentioned that earlier because even if she's not representing you, you're consulting with her, which places me at a closing and transfer costs

OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

- A. ADDENDA:
- Addendum # (C.A.R. Form ADM)
 - Back Up Offer Addendum (C.A.R. Form BUO) Court Confirmation Addendum (C.A.R. F
 - Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
 - Short Sale Addendum (C.A.R. Form SSA) Other
- B. BUYER AND SELLER ADVISORIES:
- Buyer's Inspection Advisory (C.A.R. Form
 - Probate Advisory (C.A.R. Form PA) Statewide Buyer and Seller Advisory (C.
 - Trust Advisory (C.A.R. Form TA) REO Advisory (C.A.R. Form REO)
 - Short Sale Information and Advisory (C.A.R. Form SSIA) Other

6. OTHER TERMS: **Buyers wife is a realtor however neither party is being represented by a real estate agent and no commission will be paid.**

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is recommended or identified in the Report.

- (1) Buyer Seller shall pay for a natural hazard zone disclosure report, including tax environmental prepared by Disclosure Source
- (2) Buyer Seller shall pay for the following Report _____

11/15/2020 7:56:10 PM +18054594195 I don't understand why that puts you at a disadvantage... we agreed on a price and that's what the contract has in it closing and transfer costs that was an honest mistake and I already agreed and signed the contract you sent over to m details are standard in a purchase agreement and she forgot to change them

11/15/2020 8:02:13 PM +1805270XXXX "she forgot to change them"--that person not representing you forgot to change them.

11/15/2020 8:02:54 PM +18054594195 I apologize for that mistake and will correct. I sent it over for you to review so we could make any necessary change

11/15/2020 8:07:45 PM +1805270XXXX I just feel this entire time I've been up front on everything and you've been reluctant. Like not even knowing your la saw it in the contract. And then when I asked you "where's north" not wanting to mention where it is you live. It mak I don'

11/15/2020 8:08:19 PM +1805270XXXX It makes me worry and I don't want to end up feeling I've been taken advantage of.

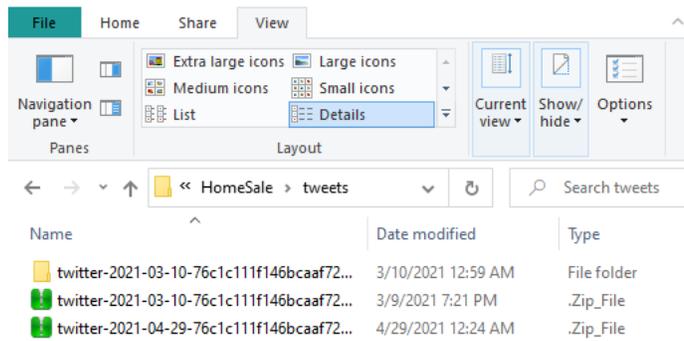
11/15/2020 8:11:09 PM +1805270XXXX What I'm saying is I need to take pause and as quck get a couple other numbers, but I need to to do this deal quick, to drive you off , but so I don't have regrets later.

11/15/2020 8:11:53 PM +18054594195 My wife has been a real estate agent for less than 6 months and she is still learning. We are in seaside which is jus Monterey and I told you that. I have been completely upfront with you this entire time as well.

I apologize for the poor formatting and can fix that later in the application I wrote to allow me to search all the texts, as given to me by Google, since I use Google Voice to text and s of every text I ever sent that way, since about 2008.

But I like how, as he lies to me, he claims he's being up-front.

I'll also remind you of this and how I've been DMing with these two people on twitter about every event of the transaction, so have complete "contemporaneous notes".



Direct messages

CONVERSATIONS GROUP CONVERSATIONS

Conversations

 **Bella**
@BellaLaRue1

9,612 messages
Last message on **2021-04-28**.

 **Ms. Dreamer**
@MsJadeDreamer

3,525 messages
Last message on **2021-04-28**.

Kyle so had me fooled, but I note in them DMs it was confusing how he was so readily able to meet with me in San Luis Obispo on short notice and had a dump trailer here. I really d was lying until I sent the contracts Lisa provided me, since I had not been provided with copies at signing, to my sister who used to be a performance-on-contract analyst for the stat me back this link to Kyle's fraud case and no wonder he didn't want me to know he's from San Luis Obispo.





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<https://calcoastnews.com> › 2018/05 › marijuana-partner...

Marijuana partnership leads to fraud lawsuit - Cal Coast News

May 24, 2018 — **Kyle Billingsley**, Hal Billingsley, Sean Despain and Patrick Aurignac formed a ...
The robbers, all from out of **San Luis Obispo** County, reportedly ...
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<https://www.maxpreps.com> › athlete › kyle-billingsley

Kyle Billingsley | Mission Prep, San Luis Obispo, CA | MaxPreps

Check out **Kyle Billingsley's** high school sports timeline including game updates while playing basketball at Mission Prep from 2004 through 2005.

<https://www.corporationwiki.com> › ... › San Luis Obispo

Kyle Billingsley - Member for K. C. B. Rental Holdings L.L.C.

View **Kyle Carter Billingsley's** profile for company associations, background ... Active **San Luis Obispo**, CA — Member for K. C. B. Rental Holdings L.L.C..

<https://www.usphonebook.com> › Kyle Billingsley

Kyle Billingsley in San Luis Obispo, CA Age 33 - USPhoneBook

Unlimited free searches on **Kyle Billingsley**, including reverse phone lookup, address lookup, backgrounds and more at usphonebook.com.

<https://www.firestonegrill.com> › about › history

History - Firestone Grill

David and Vickie **Billingsley** slowly transformed this tiny hamburger stand into ... David and his youngest son, **Kyle**, can be seen manning the grill on a daily basis. ... Grill opened in a former Firestone Tire shop in downtown **San Luis Obispo**.

By contrast searching for Kyle Billingsley in Seaside gives no results.





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Tip: Try using words that might appear on the page you're looking for. For example, "cake recipes" instead of "how to make a cake."

Need help? Check out other [tips](#) for searching on Google.

On Mon, May 17, 2021, at 11:05 AM, Chase Martin wrote:

Good morning Ms. Bertrand-

Attached to this email is a letter from Mr. Billingsley's bank evidencing sufficient funds to complete the transaction with Mr. Burch for the properties on 2505 Johnson Ave and 252 Ave. At your convenience, please add this letter to the applicable escrow files.

Thank you.

Chase W. Martin
Adamski Moroski Madden Cumberland & Green LLP
All Mail: P.O. Box 3835, San Luis Obispo, CA 93403-3835
Location: 6633 Bay Laurel Place, Avila Beach, CA 93424
Phone: (805) 543-0990
Fax: (805) 543-0980
www.ammcglaw.com



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Attachments:

- image001.png
- Proof of Funds Letter-Redacted.pdf

Attachments:

- image002.png
- image003.png
- image004.png
- image005.png
- image006.png
- image007.png
- image008.png
- image009.png