

Phat Tran OC OC Legal Portal © 2025 | Detailed Narrative for Investigative and Judicial Review | Huntington Beach CA

From: michael gasio (gasio77@yahoo.com)

To: srandell@hbpd.org; hnguyen2@fbi.gov; kyphat@yahoo.com; clerk@stevensilverstein.com

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# Detailed Narrative & Legal Framework

*Comprehensive account for investigative and judicial review*

## 1. Contract Formation and Lease Renewal

The tenancy originated in 2022 under a standard California residential lease. In April 2024 it was renewed for a third year through an executed DocuSign extension listing all occupants. Payment terms required rent to be remitted to the management office of record. From inception, performance was consistent and verifiable through bank records and postal receipts.

**Governing law:** Civ. Code §§ 1657 (performance obligations) and 1941 (habitability). [*Cross-reference T1 – Lease-Renewal-Signed.pdf*]

## 2. Performance and Early Payment Evidence

On April 19 2024 the first renewal payment of \$5 000 was made via electronic deposit to the account historically used for rent. A text acknowledgment followed: “Thank you.” Additional payments were transmitted ahead of schedule in May and June. Every payment produced a corresponding bank confirmation and certified-mail receipt.

**Legal relevance:** proof of tender and acceptance satisfies Civ. Code § 1476 and bars any claim of default. *[T2 – Wells Fargo e-Check #5123; T6 – USPS Receipt]*

### 3. Management Transition and Conflicting Instructions

In May 2024 the managing agent resigned, advising tenants to “deal directly with the owner.” The written lease, however, still designated the management office for payment delivery. This created a routing conflict: one party directing funds privately, the other retaining contractual authority. Tenants continued to follow the written lease, delivering payments to the recorded business address.

**Governing law:** Bus.&Prof. Code § 10176 (dishonest dealing by a licensee). *[T5 – Agent-Resignation-Email]*

### 4. Notice, Inspection, and Court Filing

Despite confirmed payments, a three-day notice to vacate was posted on June 23 2024. Five days later, an independent Surf City inspection documented minor mold but no tenant-caused damage. On July 2024 an unlawful-detainer action was filed, alleging non-payment while bank statements still showed uncashed checks. A sheriff’s notice required move-out within three days.

**Applicable statutes:** Pen. Code § 518 (extortion under color of authority); Civ. Code § 1942.5 (retaliatory eviction). *[T4 – Three-Day Notice; T7 – Inspection Report; T8 – UD Filing]*

## 5. Verification of Payment and Bank Confirmation

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After the unlawful-detainer filing, tenants presented copies of bank and postal confirmations to counsel. Wells Fargo later verified in writing that the April and June checks were never cashed and that funds remained available. These records confirm payment tender and negate any lawful basis for eviction.

**Federal predicate acts:** 18 U.S.C. §§ 1341 (mail fraud) and 1343 (wire fraud). *[T9 – Bank Letter Uncashed Check; T10 – Vacate PhotoSet]*

## 6. Property Turnover and Unlawful Re-Listing

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The property was advertised on a short-term-rental platform before court disposition, at approximately 54 % higher rent. Municipal permit records show no authorization for such use. This re-listing occurred while the original lease was still active and the first year's rent prepaid.

**Applicable law:** Civ. Code §§ 3336–3340 (conversion of property); Gov. Code § 12955 (f) (prohibited housing retaliation). *[T13 – HB Permit Lookup; T18 – Airbnb Listing]*

## 7. Representation and Attorney Conduct

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Legal counsel retained July 1 2024 (\$8 000 fee) withdrew January 2025 on the eve of trial without file transfer. Multiple letters confirm awareness of key evidence not submitted to court. The withdrawal triggered self-representation under medical stress.

**Standards:** Bus.&Prof. Code § 6068 (duty of candor); Cal. Rules Prof. Conduct 1.3 & 1.16 (diligence and withdrawal). *[T17 – DA Follow-Up Letter; T19 – Damages Table Final]*

## 8. Evidence Compilation and Law-Enforcement Submissions

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- **July 3 2025** – Five-DVD set and hard drive delivered to HBPD Evidence Unit; receipt on file.
- **July 24 2025** – Duplicate packet received by Orange County DA Public Integrity Division.
- **August 2025** – Electronic set transmitted to FBI Los Angeles Field Office for record protection.

Each submission maintains documented chain of custody and checksum verification.

## 9. Damages and Legal Exposure

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Base economic loss  $\approx$  \$90 000 (rent) + \$60 000 (improvements) + \$60 000 (relocation) = \$210 000. Under California and federal treble-damage statutes (Civ. Code § 3345; 18 U.S.C. § 1964 (c)), compensatory exposure rises to  $\approx$  \$630 000–\$900 000. Punitive ratios (3–5 $\times$ ) yield  $\approx$  \$8 M–\$42 M total range if pattern misconduct confirmed.

*[Cross-reference Damages Prospectus Page]*

## 10. Legal Theory Summary

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Category	Statute	Key Elements Shown	Evidence Ref.
Mail / Wire Fraud	18 U.S.C. §§ 1341–1343	Use of electronic and postal systems to obtain property by false representation.	T2, T6, T9
Extortion	Cal. Pen. Code § 518	Threat of eviction for duplicate payment under color of authority.	T4, T5
Retaliation	Civ. Code § 1942.5	Adverse action after tenant report of mold and maintenance issues.	T7
Conversion	Civ. Code §§ 3336–3340	Retention of tenant Art studio (500 sq ft studio) without restitution.	T12
RICO Pattern	18 U.S.C. § 1962 (c)	Two or more fraud acts within ten years by associated enterprise.	T2–T18

## 11. Public-Interest Statement

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This matter highlights a systemic weakness in housing enforcement: verified electronic payments can be overlooked when paperwork fails to update. The case demonstrates how administrative gaps within licensed real-estate operations can evolve into unlawful displacement and financial loss. Resolution through investigation and judicial review protects not only one household but public confidence in the accuracy of property-rights enforcement.

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