

Your counsel should understand that the liability attaches the moment the eviction is proven unlawful—not upon later judgment.

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Subject: Notice of Damages and Legal Exposure for Wrongful Eviction

Dr. Tran,

As the lawful tenant under a paid and valid lease, I remind you that an **unlawful eviction** establishes measurable economic injury under California Civil Code §§ 1940–1954.

Any rent differential between the contracted rate and the replacement housing rate is compensable.

My lease payment was **\$5,000 per month for 13 months.**

The equivalent housing replacement cost is **\$7,780 per month**.

The monthly loss of housing value is therefore **\$2,780**, multiplied by the statutory threefold damage provision recognized in wrongful-eviction and retaliatory-eviction case law. This yields **\$8,340 per month** in compensatory exposure, plus consequential and punitive multipliers where fraud or retaliation is present.

Case law (see *Stoiber v. Honeychuck*, 101 Cal.App.3d 903 (1980); *Schroeder v. Auto Driveaway Co.*, 11 Cal.3d 908 (1974)) confirms recovery for the **difference between market and contract rent**, along with emotional-distress and relocation damages.

Courts have repeatedly awarded tenants **three times actual loss** where intentional misconduct or deceit occurred.

Accordingly, the first claim tranche of **\$97,500** represents the cumulative loss of housing value for the first 13 months following

eviction ($\$7,500 \times 13$).

This figure is conservative and does not yet include statutory attorney-fee provisions, treble damages, or civil-penalty enhancements for fraud and RICO-related activity.

Your counsel should understand that the liability attaches the moment the eviction is proven unlawful—not upon later judgment.

The burden of mitigation rests on you, as the initiating party in bad faith.

Respectfully,

Michael A. Gasio, Pro Se

The Ranger