

Re: Unlawful Actions, Lack of Standing, and Extortion by a 30-year officer of the Court

From: michael gasio (gasio77@yahoo.com)

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

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Date: Monday, October 13, 2025 at 07:59 AM PDT

Formal Notice of Extortionate and Unethical Conduct

To: Mr. Silverstein (Attorney at Law)

From: [Michael Gasio] (Defendant/Tenant)

Re: Unlawful Actions, Lack of Standing, and Extortion

Background and Key Facts

I write to you regarding your conduct in the recent legal action involving Phat (Fat) Tran (your client, the property owner) and myself (tenant). You are well aware of the pertinent facts, but let me summarize them to underscore the gravity of your actions:

Contractual Payment Terms: Our lease/plain-language contract explicitly required that rent payments be made to the designated agent Hanson Le (of Berkshire Hathaway HomeServices) by the first of the month (not directly to Mr. Tran). This was clearly stated at the top of page 2 of the contract you yourself waved around in court. You had this document in your possession, so you knew the agreed payment procedure.

Timely Payment Made: I sent the required rent payment for June well in advance (in May). The payment (a check) was sent via certified mail to the Berkshire Hathaway office as instructed. According to U.S. Postal Service records, the check was delivered to the authorized address on May 30 at around 3:43 PM, and it was signed for by an employee at that office. In other words, the rent was delivered to the proper place and person on time. I provided you with the postal receipt and delivery confirmation multiple times via email, well before any court hearing.

Owner's Acknowledgment: In fact, Mr. Tran (your client) acknowledged that the payment was received by his agent. He texted with Mr. Le (the Berkshire Hathaway agent) and learned that Mr. Le had received the check in May. Mr. Tran even communicated to me in writing that the money was received (on May 30) at the Berkshire office – effectively relieving me of any further responsibility for that payment. You were copied on that communication, so you knew before stepping into court that the rent had been paid to the proper party.

No Notice of Issue: At no time before litigation did anyone inform me that there was any problem with the payment. (As it turns out, the check was never tendered to Mr. Tran's personal hands because it was lost after delivery, remaining unopened in its envelope at the agent's office – a mishap entirely outside my control. But crucially, my obligation was fulfilled upon delivery to the authorized agent. If the agent or your client misplaced the check, that is a matter between them, not grounds to accuse me of non-payment.)

Improper Rent Increase and “Move-Out” Notice: After I had resided at the property for over three years, your client attempted to raise my rent without any legal notice. In a message dated [date], Mr. Tran stated (and you received a copy) that because I had lived there 3 years, he was increasing the rent immediately – without providing the required written notice or lead time as mandated by California law. Shortly thereafter, I was served with a deceptive move-out notice that did not comply with legal requirements. You were aware of these tactics. You know such maneuvers are unfair and unlawful, and they set the stage for the later wrongful actions you took in an effort to force me out and extract additional money.

In summary, I had fully complied with my obligations: I paid the rent to the proper party on time. Mr. Tran had no legitimate basis to claim otherwise. These facts were communicated to you repeatedly. Nonetheless, you proceeded with legal action against me. The way you conducted that action – despite knowing the truth – gives rise to serious charges of misconduct.

No Debt and Lack of Standing

From the outset of your involvement, it was evident that your client had no standing to sue me for any unpaid rent, because no rent was unpaid. There was no debt between Mr. Tran and me – a point I objected to in court. You never produced any evidence of an actual debt because none existed. You brandished the lease contract in court, but nowhere did you demonstrate a breach on my part. Indeed, the contract’s payment clause had been satisfied: payment was made to the owner’s chosen agent.

Any competent attorney in your position would have recognized that if a payment was delivered to the owner’s agent, the owner’s remedy (if any) would be to check with or pursue that agent or the internal mishandling, not to harass the paying tenant. In my very first email to you, I even asked: “What kind of lawyer wouldn’t tell his client that this is essentially an issue with the Berkshire agent (since they received the check) rather than the tenant?” It appears you chose to ignore this, either failing to grasp the issue or willfully obscuring it. By proceeding against me despite the absence of any owing rent, you acted without legal standing or cause.

You knew that 30 days hadn’t even lapsed after the payment due date when Mr. Tran started pressing for money outside of proper channels. Rather than advising your client to wait or to resolve the matter through the contracted agent (Berkshire Hathaway), you jumped in to “help him out” in a premature and unwarranted campaign against me. This was a baseless legal action from the start.

Your Knowledge and Intentional Misrepresentations

What is most troubling is that you were fully aware that I had paid and that Mr. Tran’s claim was false, yet you persisted in pushing this false narrative in court. Consider the timeline of your knowledge:

Multiple Notices to You: I emailed you over 200 times (as you are aware) providing updates, evidence, and warning you that you were pursuing a false claim. I sent you the overnight delivery proof and certified mail receipts showing the check was delivered. I even made phone calls to your office informing you of these facts. You do not have the excuse of ignorance – you were inundated with proof.

Failure to Investigate: Despite receiving these proofs, you apparently did not take basic steps an honest attorney would take. For example, did you ever contact Hanson Le, the very person designated to receive the payment, to confirm whether the check was received or cashed? If not, this was a gross omission and a reckless disregard for the truth. If you did contact him, then you learned the check had arrived – in which case moving forward against me was outright malicious. Either scenario is inexcusable.

In-Court Admissions: In court on [date of hearing], I and my witness testified and objected clearly that the rent was paid. I showed the judge and you the USPS delivery confirmation receipt proving the May 30 delivery of the check. I also presented the receipt for my July rent payment, which I was instructed (by your side) to pay outside of the normal contract method – and I complied with that instruction to avoid further conflict. This meant that by the time of the hearing, I had paid June and July in good faith, even accommodating irregular requests. Everyone in that courtroom – including you – was apprised that I was fully paid up.

Your False Statements to the Court: After all this, at the very end of the hearing, you stood up and blatantly asserted that I “did not pay.” This statement was not an error or a good-faith disagreement; it was a lie directly contradicted by the evidence in your hands. You deliberately misled the court, attempting to snatch a win based on falsehood. You had no evidence to support your claim of non-payment (because none exists), yet you represented to the judge that I was delinquent. This was an intentional misrepresentation on your part – a deceit aimed at securing an unwarranted judgment.

In short, you knew your client was “whole” (paid in full) and yet you chose to deceive the court and insist the opposite. Such conduct not only lacks any shred of ethics, but it also violates the law (as I detail below).

Extortionate Acts and Harassment

Your actions have gone beyond zealous advocacy and squarely into the realm of extortion and harassment. I am identifying two specific counts of extortionate conduct by you during this dispute:

1. June 2024 – Attempted Outside-Contract Collection (Extortion Count 1): Shortly after the rent was due (even though it had been duly sent), you – or agents acting at your direction – drove a pickup truck onto my residential property and confronted me under false pretenses. You claimed that the person in the truck was Mr. Tran (the owner) and that he was “here to collect” the payment directly from me, outside of the contract’s established payment process. This unannounced intrusion onto my lawn, coupled with a demand for money that was not actually owed (and in a manner contrary to the lease terms), was clearly designed to intimidate and coerce me. The message was implicit but clear: hand over money on the spot, or face consequences. By using deception (presenting someone in the truck as the owner) and the implied threat inherent in showing up uninvited with a vehicle on my property, you attempted to create fear and pressure me into giving up money that you knew was not legitimately due. This behavior meets the definition of extortion – you used wrongful threat and intimidation to try to obtain money from me that I did not owe. It is also a form of tenant harassment prohibited by law. I want to be very clear: this incident was not a mere informal visit; it was a calculated act of extortion.

2. July 2024 – False Court Claims to Extract Money (Extortion Count 2): Approximately three weeks after the above incident, you escalated the matter by abusing the court system to force money from me under false pretenses. Despite being repeatedly warned and given proof that the June rent had been paid (and despite even discovering by that point that the original check was never cashed and was still in its envelope due to being misdirected or lost within your client’s own office), you pressed on with legal proceedings. In the courthouse hallway before the hearing, it became evident that the check had never been processed by Mr. Tran or his agent – yet you chose to continue this charade in the courtroom. By securing a court judgment for \$5,300 against me, you effectively compelled me to pay again money that I had already paid, under the looming threat of eviction, financial penalties, and legal sanctions. You leveraged the authority of the court – underpinned by your false statements – to put me in fear of losing my home and being further economically harmed, thereby coercing payment. Using the legal system as a weapon to extract money not owed is an abuse of process and another act of extortion. You knew you had no rightful claim, yet by brandishing a court order you aimed to legitimize your extortionate demand. This is extortion under color of official right – a particularly egregious violation wherein you, as an officer of the court, misused the court’s power to give credence to your wrongful demands.

Both of the above acts involve you using threats, fear, and deception to obtain money from me that you and your client were not entitled to. In the first instance, the threat was implied by the aggressive and irregular attempt to collect (outside normal procedures, on my property, with a false representation of the “owner” present). In the second, the threat was the very real power of a court judgment and eviction based on lies. In each case, your intention was to instill fear and pressure me into relinquishing property (money) unjustly.

Violations of Law and Ethics

Your conduct isn't just unethical – it is illegal. I want to remind you of several laws and legal principles your actions have violated:

Extortion (California Penal Code §518): Under California law, extortion is defined as obtaining property (money) from another person, with their consent, induced by wrongful use of force or fear. "Fear" in this context includes not only threats of violence, but also threats of wrongful injury to one's property or rights – such as the threat of an unlawful eviction or financial harm. Extortion also encompasses abuses of one's position or authority to demand money that isn't owed. In simpler terms, "using force or threats to make someone give money or property that is not due to you" is extortion. Both of the incidents described above fit this definition. In the first incident, you used a threatening presence and false pretenses to try to scare me into paying. In the second, you used the threat of judicial action (under false grounds) to force payment. If you believe extortion only applies to overt violence, you are mistaken – the law accounts for coercion through fear and under color of authority as well. Your actions will be presented to the District Attorney for evaluation under Penal Code §518 and related statutes (such as §524, attempted extortion). Extortion is a felony in California, punishable by 2–4 years in prison and fines up to \$10,000. Attempted extortion, even if no money ultimately changed hands, is also a crime. Here, money did change hands – I was compelled to pay – which makes the completed extortion charge applicable.

Attorney Deceit (California Business & Professions Code §6128): California law specifically criminalizes deceit by an attorney. BPC §6128(a) states that "Every attorney is guilty of a misdemeanor who ... is guilty of any deceit or collusion, or consents to any deceit or collusion, with intent to deceive the court or any party."*. This means that when you lied to the court and to me about the payment status – despite knowing the truth – you violated this law. By intentionally misleading the judge (a deceit on the court) and by colluding with your client in a false claim against me (a deceit on a party), you have opened yourself to criminal liability under §6128. A violation of this provision is punishable by up to 6 months in county jail and a fine up to \$2,500. Beyond criminal punishment, such deceit is obviously a breach of your professional ethics.

Professional Misconduct (California Rules of Professional Conduct): As a licensed attorney, you are bound by ethical rules. You have violated several of them, notably:

Rule 3.1 (Meritorious Claims and Contentions): which prohibits lawyers from pursuing actions or contentions without probable cause or for the purpose of harassing or maliciously injuring someone. You dragged me into court on a claim you knew was baseless, which is exactly what this rule forbids.

Rule 3.3 (Candor Toward the Tribunal): which requires attorneys to not knowingly make false statements of fact to the court or allow false evidence. Your insistence that I hadn't paid – contrary to the evidence – is a clear false statement to the tribunal. Failing to correct your client's falsehoods (and indeed amplifying them) is likewise a breach.

Rule 4.1 (Truthfulness in Statements to Others): which prohibits making false statements of material fact to others. Lying to me and my wife (e.g., in the collection attempt and during negotiations) about the owner being present and about the payment status violates this rule.

Rule 8.4 (Misconduct): which is a catch-all that makes it professional misconduct to engage in dishonesty, fraud, or conduct that is prejudicial to the administration of justice. Your extortionate tactics and deceitful litigation conduct tick every one of those boxes – dishonest, fraudulent, and corrupting the justice process.

The California State Bar takes violations of these rules very seriously. Lawyers have been disciplined, suspended, or disbarred for far less egregious behavior. In your case, you have knowingly furthered a fraud on the court and attempted to bully a tenant into paying money not owed – conduct that is unquestionably prejudicial to justice.

Landlord-Tenant Law Violations: While my focus is on your personal misconduct, I will note that you facilitated and attempted to benefit from your client's illegal landlord practices. California Civil Code §827 requires proper advance written notice for any rent increase – your client ignored this, and you tacitly endorsed it by proceeding as if the higher rent was enforceable. Moreover, California has strong tenant protection laws (including local ordinances in many areas) that prohibit harassment and retaliatory or coercive evictions. For example, demanding payment outside of contract terms, using deception or force, or serving improper notices could violate these laws (such as the anti-harassment ordinances in various cities, and Civil Code §1940.2 which forbids landlords from using threats, force, or menacing conduct to influence a tenant to vacate). By driving a truck onto my lawn and by issuing deceptive notices, your client violated these provisions,

and you, as his agent, share liability for those actions. In fact, the Berkeley Rent Board (as one example) explicitly lists “use of threats, fraud, or extortion” and “threatening to evict with false grounds” as unlawful acts by landlords – precisely what happened here. While these specific statutes might not be directly cited in our county, the principles are statewide: what you and your client did is forbidden in landlord-tenant relations and gives me cause for civil action against both of you.

Malicious Prosecution/Abuse of Process: Given that you pursued a case with knowledge of its falsity, I am evaluating civil remedies against you for malicious prosecution (if applicable after the case’s resolution) and abuse of process. You have used legal process (the unlawful detainer or related court process) for a purpose other than its intended use – namely, to extort payment and harass me. Once I obtain relief from the improper judgment you orchestrated, I fully intend to hold you liable for the wrongful use of legal proceedings.

Case Law on Attorney Extortion: Lest you think that being a lawyer shields you from an extortion charge, be aware that courts have not hesitated to label attorneys’ unethical demands as extortionate. For instance, the California Supreme Court in *Flatley v. Mauro* (2006) held that an attorney’s aggressive pre-litigation demand for money (coupled with threats) constituted criminal extortion as a matter of law. In other words, a law license is not a license to blackmail or lie – your status as an attorney actually makes your misconduct more culpable. Your actions – threatening me (implicitly and explicitly) and misusing court threats to obtain money – fall in the same bucket of extortionate conduct by a lawyer, which strips you of any litigation privilege or immunity. Attorneys who engage in such conduct can face civil liability, criminal charges, and loss of their Bar license.

In light of the above, there is no doubt that you have broken multiple laws. The evidence of your extortion and deceit is overwhelming (much of it in writing or witnessed). Your behavior is not a mere civil dispute; it has crossed into criminal territory and gross ethical breach.

Prior Warnings and Your Reckless Persistence

It is worth noting that I warned you repeatedly about the path you were taking. My goal was never to entrap you; it was to urge you to correct course and avoid committing misconduct. Instead of heeding the warnings, you doubled down. Consider the record of warnings:

Emails and Notices: As mentioned, I emailed you hundreds of times with proof and explicit warnings that your client was lying and that you would be complicit in that lie if you continued. I told you that by persisting, you were entering the “danger zone” of legal liability. You had actual knowledge that I viewed your actions as unlawful and that I would hold you accountable.

In-Court Objection: During the court proceeding, I openly objected and stated on record that no debt was shown between me and Mr. Tran. I made it clear to you, in front of the judge, that you had produced no contract or document establishing any unpaid balance or any privity of contract that was breached. You essentially ignored this and pressed on with false statements.

Personal Confrontation (Hallway Warning): After the initial hearing (which I believe was continued or prior to final judgment), I confronted you in the courthouse hallway. The bailiff was present as a witness. I plainly told you that I knew your client had lied to you (and to the court) and that if you continued to represent this knowingly dishonest client in perpetrating a fraud, I would seek to hold you personally accountable. In fact, I recall telling you words to the effect of: “If you keep this up, I will charge you \$100,000 and see to it that your practice is shut down.” This was not an idle threat – it was a final attempt to shake you into recognizing the peril of what you were doing. You responded not by reconsidering your actions, but by hurling profanity at me (including the F-word, which I’ll refrain from repeating here). Rather than address the merits of my warning, you resorted to bluster and continued your course. That moment was the point of no return – you chose to proceed with eyes wide open, fully aware of the dishonest nature of your case.

Final Opportunity Missed: Even after the above, you had opportunities to step back – for example, when it became undeniable that the check was never cashed and was found still sealed (proving I wasn’t lying about sending it). Instead, you came back about three weeks later to push the case through, seeking a second bite at the apple. This time, you succeeded in misleading the court to rule in your favor, obtaining an ill-gotten \$5,300 judgment by fraud. The fact that you re-

pped your efforts after a brief interval, rather than dropping the case, shows a willful intent to continue the fraudulent extortion even after being explicitly cautioned.

Your reckless persistence despite all warnings is aggravating. It demonstrates that your actions were intentional and malicious, not some good-faith mistake. You cannot claim you “didn’t know” or that you “believed your client” – you were shown the truth multiple times. You consciously chose to ignore it. In doing so, you have greatly compounded your liability.

Consequences and Next Steps

Given the totality of your conduct, I am left with no choice but to pursue all available remedies against you. This letter serves as formal notice of the wrongs you have committed and foreshadows the actions I will be taking:

Criminal Referral: I will be submitting a detailed complaint to the District Attorney’s Office, urging them to investigate and charge you for extortion, among other potential crimes (such as attorney deceit under BPC §6128, and any applicable conspiracy or fraud statutes). The evidence I have – including emails, certified mail receipts, court transcripts, and witness statements (e.g. the postal delivery confirmation, the owner’s written admission of payment, and the eyewitness account of your attempt to collect money at my home) – will accompany that referral. Extortion by an attorney is not a matter the DA will take lightly, especially given the clear paper trail.

State Bar Complaint: I will be filing a comprehensive complaint with the California State Bar, detailing your ethical violations (Rules 3.1, 3.3, 4.1, 8.4, etc., as discussed). I will provide the Bar with the court records and correspondence showing your deceit. Given that your actions involve moral turpitude (fraud and extortion), disbarment is a possible outcome. At minimum, the Bar could seek an interim suspension while criminal charges are pending. You have put your very license at risk by acting in this manner.

Civil Litigation: I am preparing to initiate a civil lawsuit against you and your client for damages I have suffered. This will likely include causes of action for abuse of process, intentional infliction of emotional distress, fraud, and possibly civil extortion. I will be seeking significant monetary damages (easily in the six-figure range) to compensate for the financial loss you caused (the \$5,300 plus consequential damages), the stress and anxiety you deliberately inflicted (which has affected my health, as documented by medical records of stress-induced issues), and punitive damages for your willful, malicious conduct. I warned you in the hallway that I would seek at least \$100,000 – consider that figure a placeholder, as the law may entitle me to more, including treble damages under certain statutes (for example, Penal Code §496(c) allows treble damages for obtaining property by theft or extortion, which a clever tenant’s attorney could argue in a case like this). Furthermore, should I prevail in exposing your misconduct, I will also seek to recover my attorney’s fees and costs from you personally.

Vacating the Fraudulent Judgment: Parallel to the above, I am exploring legal avenues to overturn or vacate the judgment you wrongfully obtained. Since that judgment was premised on your false representations, it is a void judgment in equity. I will not allow a bogus \$5,300 decree to stand. If necessary, I will appeal or file a motion to set aside, including on the basis of intrinsic fraud and lack of jurisdiction due to no actual controversy (no standing). The court will be made aware of how you misled it. I suspect once a judge sees the evidence that was withheld or misrepresented, there will be a serious reckoning.

Public Exposure: While I intend to resolve this through official channels, you should be prepared for the reputational consequences. If this matter proceeds to court or disciplinary hearings, it becomes public record. Your name could very well be associated with extortion and fraud in the eyes of the community and legal profession. This is entirely the result of your own actions.

Mr. Silverstein, this letter is likely the final warning you will receive. I urge you to reflect on your conduct and the damage it has caused. It is perplexing that an attorney with over 30 years of experience (as you tout) would resort to such blatant misconduct. Perhaps you thought a self-represented, retired person on Social Security would be an easy target – that I would be unable to defend myself and that your misdeeds would go unnoticed. You gravely underestimated me and the paper trail of truth.

Even at this late hour, if there is any corrective action you can take – such as coming clean to the court, advising your client to return the wrongfully taken money, and apologizing for your actions – I suggest you do so immediately. It might influence how the authorities view this situation. However, given the severity of what's transpired, understand that I will not simply "let this go." You have violated the law and abused the court's trust, and I feel duty-bound to ensure that you face the consequences so that you (and others) will think twice before engaging in such behavior.

In closing, let me be absolutely clear: you had no standing to pursue the case against me, and you knew it. You pursued it anyway, and in doing so you committed extortion – twice – and engaged in deceit and fraud. These are crimes, not mere lapses. The record is replete with evidence of your intent and knowledge. There is no "program error" or confusion about the facts – the facts are plain, and they are damning. You cannot undo what has been done, but you will now be held accountable through every legal avenue available to me.

Consider this letter a precursor to formal legal action. I expect your prompt and serious attention to the matters raised. Your 30 years of practicing law should have taught you better; now, those years of experience will have to answer for the egregious choices you've made in this case.

Sincerely,
Michael Gasio

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[Yahoo Mail: Search, Organize, Conquer](#)