

Destroying, hiding, or failing to preserve business records can lead to obstruction charges (see 18 U.S.C. §1519)

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Hanson —

Quick, plain-English note you can imagine asking a lawyer (or ChatGPT) if you'd actually done what you signed for at work:

Hi — I'm Hanson. I signed for a certified package at the office on May 30th that contained a cashier's check and a bound packet of documents (a contract and related emails). I opened it at work, kept the packet, and later learned the police believe that contract may be counterfeit and that the packet contained evidence of payments and communications relevant to an eviction. I handled this while on company time and using company systems. My manager didn't authorize any of this. If I hide or fail to disclose the package and its contents, what could happen to me?

What you should know (short version):

If you acted in a business capacity (using company software, signing for company mail, performing duties as an employee), courts treat those acts as corporate/representative acts—not purely personal ones. Corporate-capacity conduct is not shielded by a personal Fifth Amendment claim for production of corporate records. See *Hale v. Henkel*, 201 U.S. 43 (1906); *Braswell v. United States*, 487 U.S. 99 (1988).

Business agents who handle corporate documents or participate in company schemes can be exposed to criminal liability for mail fraud (18 U.S.C. §1341), wire fraud (18 U.S.C. §1343), and related offenses if the conduct used the mails or wires to further a scheme to defraud.

Destroying, hiding, or failing to preserve business records can lead to obstruction charges (see 18 U.S.C. §1519) and is viewed very seriously in federal practice (see cases addressing document destruction/obstruction).

Using your employer's systems/software to prepare or alter contracts that later are claimed to be forged can implicate both criminal forgery/counterfeiting theories and civil exposure to the employer and third parties.

Plain-speech answer to your question, "If I hide it, will I get in trouble?": yes — hiding company mail, a bank instrument, or documents that relate to a business transaction can convert a bad personnel issue into criminal exposure. That's especially true if: (a) the item was signed for in the company's name or delivered to the company; (b) you used company systems to create/alter documents; or (c) your concealment obstructs an investigator or court. Courts have repeatedly held corporate officers/agents can't cloak corporate acts behind personal privilege (*Hale*, *Braswell*, *Kordel*, 397 U.S. 1 (1970) regarding business-related acts).

If you're serious about mitigation:

1. Stop handling or moving the package or any originals. Preserve chain of custody (don't delete emails or records).
2. Tell an attorney immediately — do not make further statements to police without counsel.
3. If you want to try to cooperate, do it through counsel so you don't accidentally waive privileges or incriminate yourself.

Final note (because you asked for tone): this isn't personal — it's business. Acting like the documents are "just mine" when they arrived to the company exposes you as a corporate actor. You can't retroactively convert a company mailing into a private envelope to avoid consequences. Happy Thursday.

— If you want, I'll format this as a short statement Hanson can hand to counsel or as a mock Q&A for him to run by an attorney.