

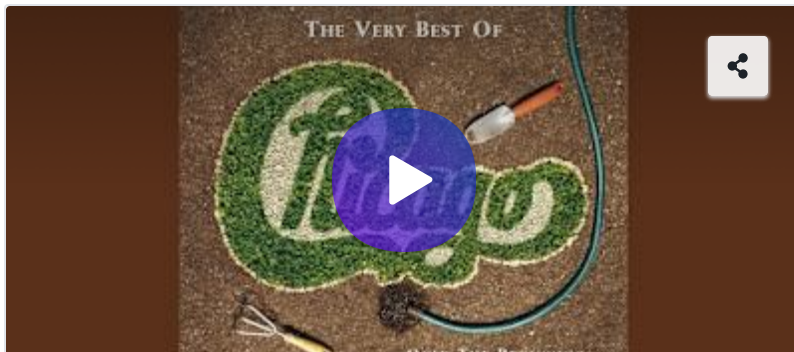
Fw: Questions 67 and 68

From: michael gasio (gasio77@yahoo.com)

To: helderppinheiro@gmail.com; aelkins@gmail.com

Date: Wednesday, August 20, 2025 at 01:09 PM PDT

[Questions 67 and 68 \(2002 Remaster\)](#)



Questions 67 and 68 (2002 Remaster)

----- Forwarded Message -----

From: michael gasio <gasio77@yahoo.com>

To: Phat Tran <kyphat@yahoo.com>; Hanson Le <hansonle@bhhscaprops.com>; legal@hsfranchise.com <legal@hsfranchise.com>; angiemsandoval@gmail.com <angiemsandoval@gmail.com>


Cc: Shawn Randell <srandell@hbpd.org>; hnguyen2@fbi.gov <hnguyen2@fbi.gov>; losangeles@fbi.gov <losangeles@fbi.gov>

Sent: Wednesday, August 20, 2025 at 01:06:34 PM PDT

Subject: Questions 67 and 68

Subject: Examination Questions for Clarification

Time to Extend Lease 19235 Brynn Ct Yahoo/Sent ☆

 **michael gasio**
From: gasio77@yahoo.com
To: Phat Tran

Phat,

A year has passed and there is no change in the Federal Reserves policy on interest rates.

I am not considering purchasing and paying commissions, taxes and fee at this interest rate for a balance.

Are you still conferrable with our arrangements here?

Fell free to call and let's see about fixing the sprinklers.

There seems to be a broken pipe by drive way that eroded under the drive way.

That section of drive way looks newer than the rest.

I packed it with sand last year and now it has sunken down again.

Auto sprinklers have been off most of time we have been here.

There was no pressure to sprinklers for lawn so I have watered for 18 months by hand.

I showed it to your guy but he does not due sprinklers.

I would expect it a quick fix as exposing the break and patching the pipe line is only a few inched deep by drive way.

----- Forwarded Message -----
From: michael gasio <gasio77@yahoo.com>
To: Anna Ly <lymyhoa@yahoo.com>
Sent: Wednesday, February 22, 2023 at 12:50:56 PM PST
Subject: Re: Complete with DocuSign: Extension of Lease May 2024pdf.pdf

Thank You,

Will look at it with wife this evening.

Michael

On Wednesday, February 22, 2023 at 12:40:50 PM PST, Anna Ly via DocuSign <dse_na2@docusign.net> wrote:

DocuSign

Dr. Tran,

I want to redirect your attention to two specific pieces of evidence already in the record:

1. The screenshot showing your acknowledgment that *"Hanson has the check."*
2. The Apple phone text you sent stating, *"We want to keep you as the lessee; we are going to be hiring a company."*

Now, for clarity, I ask that you address the following:

1. **Authority of the Agent** – At the time you signed the lease agreement—signed also by myself, my wife, and your agent Hanson Le—was it your understanding that Hanson was the authorized party to collect rent?
2. **Intent to Retain Tenant** – In your own words, why did you send a message explicitly stating you "want to keep us as the lessee"?
3. **Selection of Berkshire Hathaway** – Before sending that message about hiring a company, walk us through the process:
 - Did you search online, through a phone book, or rely on word of mouth?

- How did you come to hire Berkshire Hathaway California Homes?

4. **Paperwork & Engagement** – What paperwork was required to formalize your engagement with Berkshire Hathaway?

- Did you complete it in person, electronically, or by mail?
- Please specify the documents you signed and returned.

5. **Transfer of Funds** – What was the written arrangement between you and Berkshire Hathaway regarding the transfer of tenant payments?

- Were they to remit to you monthly, quarterly, or within 24 hours?
- Please provide the written terms.

6. **Prior Knowledge of Hanson Le** – At the time you told us you were “hiring a company,” had you already met or were you already aware of Hanson Le?

- Was it your intention that Hanson would replace your daughter as the contact?

7. **Capability of the Agent** – Were you aware that Hanson Le was abroad (in Europe) and therefore not available to address repairs—such as broken windows, pipes, mold, or the dishwasher you agreed in March to have replaced in April?

- If so, why was this individual assigned authority to act when he could not perform basic obligations of the lease?

Dr. Tran, please explain step by step:

- the measures you took,
- the paperwork you filled out, and
- whether you knowingly substituted a non-performing agent into the lease relationship while continuing to accept payments.

Hanson Le

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HomeServices
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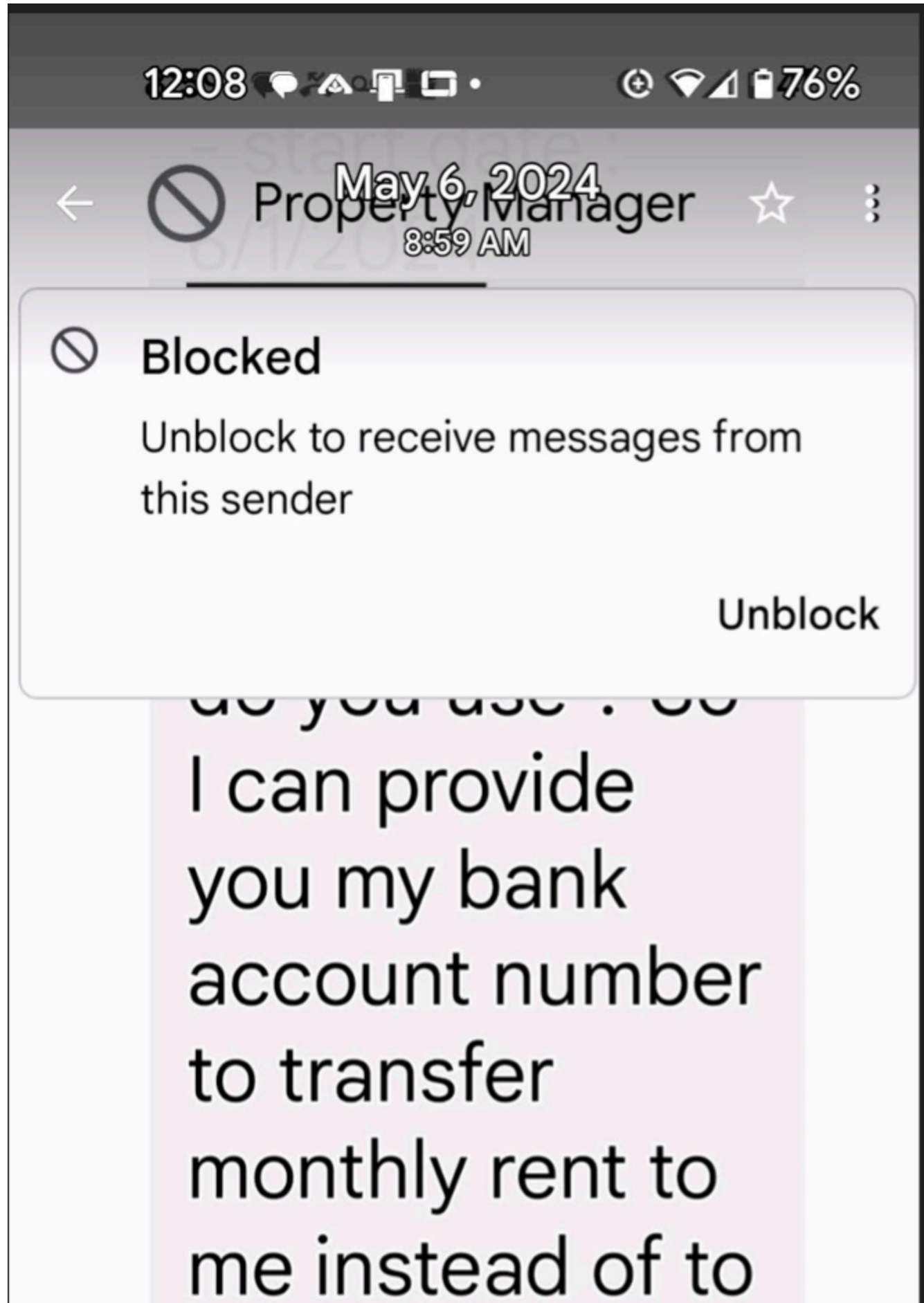
Email: hansonle@bhhsCAprops.com

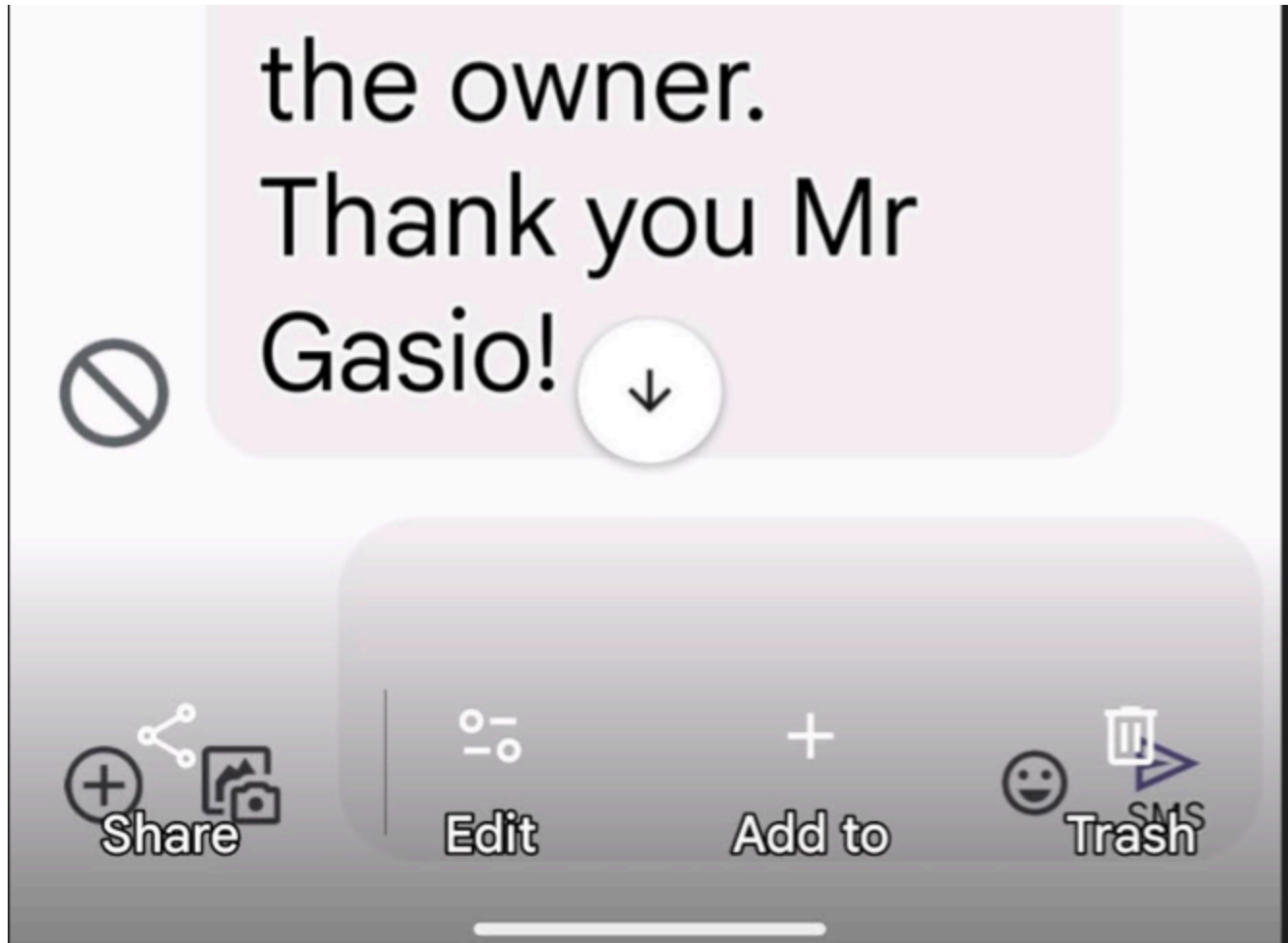
Headquarters: 18500 Von Karman Ave Suite 400, Irvine, CA 92612

Corporate Office: 16911 Bellflower Blvd, Bellflower, CA 90706

Orange County Office: 5848 Edinger Ave, Huntington Beach, CA 92649

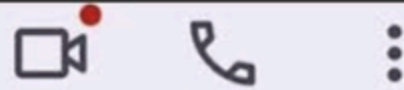
Downtown LA Office: 448 S Hill St #815, Los Angeles, CA 90013





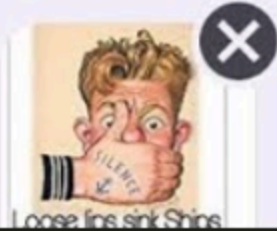
We want to cheat the State
not you.

← Phat



to help me . As you know I still have a adjustable mortgage loan on the property , rate increase crazy lately , I have to wait for the rate to go down so I can refinance the loan . Also I m renting my prattice since 2003 , my landlord increase my rent every year 4 to 5% base on Cpi . This year they increase to 6% because of the inflation . You lease this property 3 years now and I never increased the rent for 3 years ! Normally the rent should increase minimum 3%

yearly base on Cni . Hope you
understand the ↓ ation .



1/30th of the monthly rent per day for each day remaining in the prorated second month.

D. PAYMENT:

- (1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to _____ or ☒ other **DIRECT DEPOSIT**. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.
- (2) Rent shall be delivered to (name) **BANK: WELLS FARGO, NAME: HANSON LE, ACCOUNT #: 3312943297** (whose phone number is) _____ at (address) _____ (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).
- (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, or ☐ cashier's check.

E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

DocuSign Envelope ID: E1408B26-9382-47C5-827B-BB69325B53BC



CALIFORNIA
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RENT CAP AND JUST CAUSE ADDENDUM

(NOTE: STATE OR LOCAL COVID-19 LAWS MAY LIMIT THE AVAILABILITY OF CERTAIN EXEMPTIONS. CHECK WITH LEGAL COUNSEL BEFORE PROCEEDING.)
(C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 04/21/2022 on property known as 19235 Brynn Ct, Huntington Beach, CA 92648-6287 in which Michael A Gasio, Yulia S Gasio is referred to as "Tenant" and Phat Tran is referred to as "Landlord".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs Tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. **"At-Fault" Reasons:**
 - A. Default in payment of rent.

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RCJC 12/20 (PAGE 1 OF 2)



RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

Sun Realty and Management, 1532 Orchard Dr, Newport Beach, CA 92660 Anna Ly	Phone: (714)724-5688 Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201	Fax: www.lwolf.com	19235 Brynn Ct
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3 DAY**NOTICE TO PAY RENT OR QUIT****TO: MICHAEL GASIO ; DOES 1 TO 5****LOCATED AT: 19235 BRYNN COURT, HUNTINGTON BEACH, CA 92648**

WITHIN THREE (3) DAYS, excluding Saturday, Sunday, and court holidays, after the service on you of this notice, you are hereby required to pay the rent of the premises described above of which you now hold possession, amounting in the sum of:
(\$5,350.00) enumerated as follows:

\$5,350.00 Due on June 1st, 2024 for the period of June 1st, 2024 to June 30th, 2024

OR DELIVER UP THE POSSESSION OF THE PREMISES.

I got a lot of questions for criminal court.

Will let the DA ask for free.