State the precise date and time you first became aware that the May 30th cashier's check, addressed and delivered to Berkshire Hathaway for \$5,000, had not been cashed.

From: michael gasio (gasio77@yahoo.com)

To: hansonle@bhhscaprops.com; hnguyen2@fbi.gov; angiemsandoval@gmail.com; legal@hsfranchise.com; losangeles@fbi.gov; kyphat@yahoo.com; srandell@hbpd.org; clerk@stevendsilverstein.com; lymyhoa@yahoo.com; piu@doj.ca.gov; richardrosiak@yahoo.com; daoffice@ocda.org; criminal.fraud@usdoj.gov; dre.commissioner@dre.ca.gov; realestatefraudcomplaints@sdcda.org; evictions@stevendsilverstein.com; tom.nguyen@dre.ca.gov

Date: Sunday, August 24, 2025 at 02:17 PM PDT



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Hi Michael , sorry I did nt know you did pay your rent to the Hanson account, I just texted him to find out. You mentioned about the 67k contract ,I got confused about this part . Hanson told me

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# that you did nt want to sign the new lease

**Subject**: Constructive Knowledge of Payment, Fraudulent Structuring of Lease, Collusion, Rent Control Evasion, and Use of False Pretense in Court Proceedings

## I. Timeline of Knowledge and Constructive Receipt of Funds

- 1. State the precise date and time you first became aware that the May 30th cashier's check, addressed and delivered to Berkshire Hathaway for \$5,000, had not been cashed.
  - Were you informed by Hanson Le, any other Berkshire Hathaway employee, or a third party?
  - Identify how you were notified (e.g., call, email, in person)?

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 Were you aware this payment was for June 2024 rent—the first month under the renewed lease agreement, signed by all parties, including you?

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• If the check was returned to you, explain the authority under which you possessed a check **not addressed to you personally**.

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#### Case Law:

 Schweitzer v. Westminster Investments (2007) 157 Cal.App.4th 1195: Establishes that actual possession of a payment triggers constructive receipt, and refusal to accept a valid payment does not negate tenancy.

# II. Coordination with Hanson Le / Bagman Scheme

2. Did you speak to Hanson Le between May 30 and June 30, 2024, to confirm whether or not the cashier's check had been received?

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• If not, why did you assume non-payment before verifying?

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• If so, did he inform you of its delivery or possession?

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• Provide all records of your communication with Mr. Le during that period.

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- 3. Why did the new lease renewal / new contract, you authored instruct that payment be deposited into Hanson Le's private Wells Fargo bank account?
  - Was this a shared account?

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 Why was no broker trust account listed, as required under California Business & Professions Code § 10145?

4.

#### Legal Standard:

- BPC § 10145: All real estate agents and property owners must hold tenant funds in trust accounts. Use of personal bank accounts constitutes trust fund conversion, subject to license revocation and criminal prosecution.
- People v. Kline (1998) 64 Cal.App.4th 103: Failure to properly handle trust funds supports a charge of grand theft and misappropriation under Penal Code § 487.

## III. Structuring a "New Lease" to Strip Tenant Rights

- 4. Why did you initiate a new lease agreement rather than honoring the DocuSign renewal confirmed by Anna Ly and consistent with the parties' course of conduct?
  - Were you aware that continuous tenancy and acceptance of rent—without a valid termination notice—triggers automatic tenancy renewal under Civ. Code § 1945?

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 Did you believe this allowed you to bypass California's AB 1482 rent control protections and just-cause eviction statutes?

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#### **Statutory Framework**:

• Civ. Code § 1945: If rent is accepted after a lease expires, tenancy continues under the original terms.

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• AB 1482 (Tenant Protection Act of 2019): Continuous occupancy over 12 months grants rent cap and eviction protections. Attempts to evade this through "lease resets" are legally voidable.

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#### Case Law:

- Del Monte Properties v. Dolan (1972) 26 Cal.App.3d 996: Holding that "a new lease drafted with intent to circumvent statutory protections will be scrutinized for fraud and bad faith."
- Nativo Lopez v. 1285 Real Estate Corp. (2020): A court held that resetting lease terms to bypass rent control violates public policy.

# IV. Intent Behind 3-Day Notice and Court Filing

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- 5. You filed a 3-day notice and unlawful detainer based on "non-payment of rent." Was your testimony to the court based on verified communication that the May 30 payment had not been made?
  - If you were aware that a cashier's check had been delivered to your agent, but still filed the eviction—please explain how that does not constitute perjury under Penal Code § 118.

- 6. Were you attempting to create a false appearance of lease default to justify eviction under "just cause" standards?
  - Did you inform the court of the ongoing disputes around contract legitimacy, payment destination, or tenant objection?

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#### Legal Precedent:

- People v. Hagen (1998) 19 Cal.4th 652: Establishes that willfully misleading the court through omission or false filing qualifies as perjury and fraud upon the court.
- Ferrell v. Southern Nevada Regional Housing Authority (2021): Using contract ambiguity to justify eviction found to be retaliatory and pretextual.

#### V. Intent to Reconvert Unit into Airbnb

- 7. Did you or any member of your household or business affiliates list the property on Airbnb or other short-term rental platforms within 120 days before or after the eviction?
  - If so, was this done without disclosing to the court that the property was intended to be used for commercial income generation?

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**Huntington Beach Municipal Code:** 

- Chapter 230: Bans conversion of long-term rentals into short-term occupancy without city permits.
- City of HB v. SCVR, Inc. (2021): Property owners found liable for converting lawful residences into unlawful short-term lodging after eviction.

# VI. Pattern of Deception and Legal Exposure

- 8. Did you intentionally create ambiguity regarding who was to receive rent to later claim non-payment and fast-track eviction?
  - Was this coordinated with Hanson Le or any attorney representing Silverstein Evictions?

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#### Federal Statutes Potentially Violated:

• 18 U.S.C. § 1341 (Mail Fraud) – Use of USPS to move money while misrepresenting facts to financial institutions or courts.

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- **18 U.S.C. § 1343** (Wire Fraud) Electronically rerouting or concealing payments from legal recipients.
- 18 U.S.C. § 1962 (RICO) If done as part of a pattern of fraud across state lines or using a criminal enterprise.

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#### **VII. Evidence Preservation Demand**

You are hereby directed to produce:

- All versions of lease agreements, especially those containing redirection of funds.
- All communications with Hanson Le between January 1, 2024 July 15, 2025.
- Copies of any returned checks, physical or electronic, including eCheck confirmations.
- All listings or inquiries related to Airbnb, VRBO, or short-term platforms, including listing screenshots, emails, or texts.

# Summary of Legal Exposure for Phat Tran

Charge	Statute	Classification	Exposure
Misappropriation of Trust Funds	BPC § 10145	Administrative + Misdemeanor	License revocation + fines
Fraud Upon the Court	CCP § 128.7, PC § 118	Felony	Up to 4 years
Rent Control Evasion	AB 1482, Civ. Code § 1945	Civil + Statutory Violation	Treble damages

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Charge	Statute	Classification	Exposure
Constructive Eviction & Retaliation	Civ. Code § 1942.5	Civil	Full damages + reinstatement
RICO Predicate Acts	18 U.S.C. § 1961- 68	Federal Felony	20 years per act, treble damages

# The Ranger

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