

## Pattern of Fraud and Racketeering

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From: michael gasio (gasio77@yahoo.com)

To: legal@hsfranchise.com; clerk@stevensilverstein.com; kyphat@yahoo.com; lymyhoa@yahoo.com; hansonle@bhhscaprops.com; attorneyrosiak@gmail.com

Cc: srandell@hbpd.org; hnguyen2@fbi.gov

Date: Friday, August 22, 2025 at 06:53 AM PDT

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# Formal Notice of Legal Violations

To: Anna Ly  
From: Michael Gasio

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## 1. Misrepresentation of Flooring (Carpet Claim)

You represented to the court that the property contained **carpet flooring** and that I, as tenant, should be charged for its replacement. This was **knowingly false**. The home contained **laminated flooring in the living areas and tile in the kitchen**, not carpet.

This false statement violates:

- **Perjury (Cal. Penal Code §118)** – knowingly providing false testimony to a court. (*People v. Hedgecock* (1990) 51 Cal.3d 395)
- **Fraudulent Misrepresentation (Civ. Code §1710)** – knowingly making false statements with intent to deceive. (*Lazar v. Superior Court* (1996) 12 Cal.4th 631)
- **Unlawful Tenant Charges (Civ. Code §1942.4)** – collecting money through false pretenses. (*Green v. Superior Court* (1974) 10 Cal.3d 616)

Your misrepresentation was **material** because it influenced the court and attempted to extract money under false pretenses.

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## 2. Pattern of Fraud and Racketeering

The carpet misrepresentation is one act in a broader pattern of fraud that includes:

- **Forged or altered leases** circulated under Berkshire Hathaway branding.
- **Concealment and interception of rent payments** tendered in good faith.
- **Fraudulent three-day notices** issued to force eviction despite valid tenancy.
- **False testimony and filings** in court to support unlawful eviction.

These acts together constitute **fraud upon the court** (*In re Marriage of Varner* (1997) 55 Cal.App.4th 128) and **racketeering activity** under 18 U.S.C. §1962 (*Sedima v. Imrex* (1985) 473 U.S. 479).

On **July 3, 2025**, the Huntington Beach Police Department received a **criminal complaint** naming you as part of what I believe is a **criminal racketeering organization**.

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### 3. Property Records and Misrepresentation of Ownership

When we moved in, you stated your father had **just purchased the house** and did not want to buy a washer and dryer. Public records prove otherwise:

- Your father has purchased this property at least **twice**, including through a **real estate investment club transaction**.
- If his first purchase occurred in the 1990s, then your claim of a “recent” purchase was false.

This shows:

1. A pattern of **false statements to induce reliance** (Civ. Code §1710).
  2. Ties to a **structured real estate investment group**, consistent with racketeering allegations.
  3. A motive to **cycle the property for profit** by unlawfully displacing tenants.
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### 4. Active Investigations

Your actions are under review by:

- **District Attorney** – fraud and perjury.
  - **Department of Justice** – wire and mail fraud.
  - **Department of Real Estate (DRE)** – fiduciary misconduct.
  - **Federal Bureau of Investigation (FBI)** – racketeering and organized fraud.
  - **Huntington Beach Police Department** – received a formal criminal complaint on **July 3, 2025** naming you.
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### 5. Berkshire Hathaway Liability

You acted under the **Berkshire Hathaway HomeServices** franchise. Hanson Le opened the lease, and you closed it a month later. Under *Perkins v. Blauth* (1912) 163 Cal. 782, a principal is liable for the frauds committed by its agents. Berkshire Hathaway bears responsibility for your conduct.

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## 6. Damages Claimed

As a result of your actions, I am asserting the following damages:

- **Wrongful Rent Losses** – \$90,000 (treble damages for wrongful eviction under Cal. Civ. Code §789.3).
- **Deposit Theft** – \$10,000 (failure to return deposits and false deductions).
- **Forced Relocation Costs** – \$35,000 (loss of studio, downsizing, moving expenses, discarded possessions).
- **Loss of Square Footage / Habitability** – \$30,000 (underpayment for diminished value and unfulfilled lease promises).
- **Medical Damages** – \$40,000 (cardiac stress, panic attacks, documented heart monitoring under medical care).
- **General & Punitive Damages** – \$250,000+ (fraud, concealment, emotional distress).

**Total Estimated Exposure: \$455,000+**, subject to increase as federal treble damages and RICO penalties are applied.

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## 7. Purpose of Notice

This notice establishes the following:

- Your **false carpet claim** was perjury and fraud.
- Your family's **property ownership misrepresentation** ties you to fraudulent financial motives.
- You are formally linked to a **criminal racketeering complaint filed July 3, 2025**.
- You face **civil damages of \$455,000+** in addition to federal penalties under RICO, wire fraud, and mail fraud statutes.

This is not personal. It is about **law, accountability, and restitution**.

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Sincerely,

Michael Gasio

Phat Tran to court move in date was 05 01 2022 called me 30 day tenent court did not care.png

You are here by ordered by the court to return this email with contractor lic.



fraudulent documents are considered serious crimes in California.

**Key points to remember:**

Perjury is a felony:

DocuSign Envelope ID: F5D247C2-A1A9-4991-B91F-6A333347A87D

**CLEARANCE REPORT**Resident Name(s) Michael A Gasio, Yulia S GasioProperty Address 19235 Brynn Ct., Huntington Beach CA 92648

Forwarding Address (If Applicable) \_\_\_\_\_

Original Move-in Date: 05/01/2022

30/60 Day Notice Or Three Date Notice Given Date: \_\_\_\_\_

Vacated: 08/05/2024 Rent Paid Through: 05/01/2024**CREDITS**

Security Deposit.....	\$ 5,000
Other Deposit.....	\$ 1,375
Rent Credit (\$ _____/mo.) ( _____ daily rate X _____ days)	\$ _____
<b>Total Credits</b>	<b>\$ 6,375</b>

**CHARGES**

Rent Amount (\$ <u>5,000</u> /mo.)	Rent Owed: \$ <u>10,833</u>
Holdover Damages (\$ _____/mo.) ( _____ daily rate X _____ days)	\$ _____
Painting _____	\$ _____
Carpet Cleaning _____	\$ _____
Drapery Cleaning _____	\$ _____
Cleaning and Trash Removal _____	\$ _____
Repair Replace carpet due to dog pee bad smell, attached invoice	\$ <u>7835</u>
Other <u>Front door lock got damaged, replaced new lock</u>	\$ <u>250</u>
Attorney Fees _____	\$ <u>2005</u>
Balance Due Resident (if applicable) \$ _____	Total Charges \$ <u>20,923</u>
Security Deposit Credit	\$ <u>- 6,375</u>
Balance due Management within 14 days	Total Due \$ <u>14,548</u>

**(Fill out If Applicable):**

Submitted by \_\_\_\_\_ date \_\_\_\_\_

Comments: \_\_\_\_\_

Approved by \_\_\_\_\_ date \_\_\_\_\_

Paid-Check # \_\_\_\_\_ date \_\_\_\_\_

Collection letter \_\_\_\_\_ date \_\_\_\_\_

Bureau \_\_\_\_\_ date \_\_\_\_\_

Attorney \_\_\_\_\_ date \_\_\_\_\_

Collected \_\_\_\_\_ date \_\_\_\_\_

Property Management Use  
(Fill out if Applicable)

Bldg. \_\_\_\_\_

Vendor \_\_\_\_\_

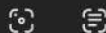
Acct. \_\_\_\_\_ Amt. \_\_\_\_\_

\$ \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

DocuSign Envelope ID: F5D247C2-A1A9-4991-B91F-6A333347A87D





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



### 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



Screenshot 2025-07-22 155656



Screenshot 2025-07-22 155536



ATTORNEY OR PARTY NOTED ATTORNEY  
NAME: Steven D. Silverstein #00460  
FIRM NAME: Steven D. Silverstein  
STREET ADDRESS: 14351 Red Hill Ave., Suite G  
CITY: Tustin  
STATE: CA ZIP CODE: 92780  
TELEPHONE NO.: (714) 832-3051  
FAX NO.: (714) 832-7781  
E-MAIL ADDRESS: evictions@stevedsilverstein.com  
ATTORNEY FOR: Plaintiff  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange  
STREET ADDRESS: 700 Civic Center Drive West  
CITY AND ZIP CODE: Santa Ana, CA 92701  
JUDICIAL BRANCH: Central Justice Center  
PLAINTIFF: PHAT L. K. TRAN  
DEFENDANT: Michael Gasio, Does 1 to 5  
PLAINTIFF'S MANDATORY COVER SHEET AND SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER  
Case No. 2024-01410091-CL-UD-CJC  
Dept. C61

6. a. On or about (date) 06/01/2024  
defendant (name each):  
Michael Gasio

(1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy (specify): 1 year, 1 month lease  
(2) agreed to pay rent of \$ 5,350.00 payable ☒ monthly ☐ other (specify frequency):  
(3) agreed to pay rent on the ☒ first of the month ☐ other day (specify):

b. This ☒ written ☐ oral agreement was made with:  
(1) ☒ plaintiff. (2) ☐ plaintiff's predecessor in interest.  
(3) ☐ plaintiff's agent. (4) ☐ Other (specify):

c. ☐ The defendants not named in item 6a are:  
(1) ☐ subtenants.  
(2) ☐ assignees.  
(3) ☐ Other (specify):

d. ☐ The agreement was later changed as follows (specify):

Princess Dental Staffing  
https://www.princessdentalstaffing.com/dentists-614...  
Tran Luu Ky Phat, D.M.D | Dental Office  
14411 Brookhurst St., Garden Grove, CA 92643. Phone (714) 775-7561. General Dentistry...

Phat

Hi Michael , sorry this late reply .  
The name of the manager is  
Hanson Le , he will contact you  
soon Michael .

All right 👍

Friday, Apr 19 • 11:53 AM

WELLS FARGO  
Confirmation  
You successfully submitted your wire on 04/19/2024 at 11:51 am Pacific Time.  
To: Landlord  
United States  
From: PREMIER CHECKING  
...0732 (Available balance: \$10,331.12)  
Amount: \$5,350.00  
Wire transfer fee: \$0.00  
Total from account: \$5,350.00  
Send on: 06/28/2024 (Cutoff time: 2:00 pm PT)  
Deliver by: 06/28/2024

PAY TO THE ORDER OF \*\*\*BERKSHIRE HATHAWAY HOME

\*\*Four Thousand Three Hundred Thirty-Eight

26 OF 37 PAYMENTS TO PHAT TRAN JUNE 1

Payee Address:  
Memo:

WELLS FARGO

Landlord  
United States

From: PREMIER CHECKING  
...0732 (Available balance: \$10,331.12)

Amount: \$5,350.00

Wire transfer fee: \$0.00

Total from account: \$5,350.00

Send on: 06/28/2024 (Cutoff time: 2:00 pm PT)

Deliver by: 06/28/2024

April pays May 2024      May pays June 2024      June (2x) pays July 2024

11:36

Phat

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 the67k contract ,I got confused about this part . Hanson told me that you did nt want to sign the new lease and I don t ceive the payment as I sent

9:14

Phat

acceptable bond if you want to buy a bond from Wells Fargo they'll give you your money right away I'll give you the paperwork Monday that I've agreed because this is the first I've heard of it when you served me with this guy trying to run over me with a pickup I'm 72 with a

Text mes...

11:10

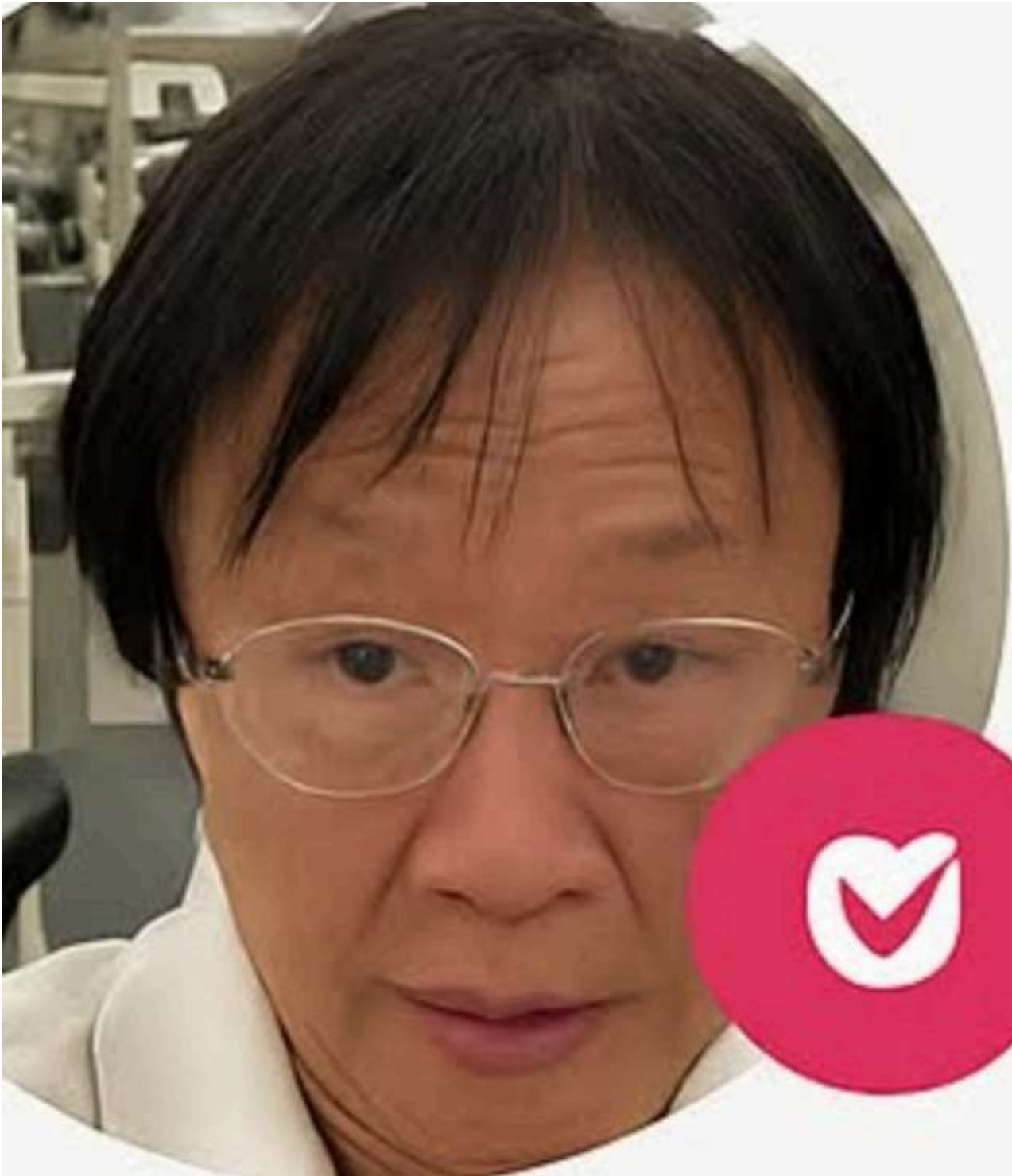
Phat

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 practice since 2003 , my landlord increase my rent every year 4 to 5% base on C, . This

Text mess...

(714) 600-7741

My name is Michael Andrew Gasio I am your customer at Berkshire Hathaway home services California properties at 5847 edinger I have just left the Huntington Beach Police department it was informed to tell you that I am the victim of a scam and fraud using your company's credential I have sent payment to this address



**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 1<sup>st</sup>, 2024 for the period of June 1<sup>st</sup>, 2024 to June 30<sup>th</sup>, 2024**

**OR DELIVER UP THE POSSESSION OF THE PREMISES.**

**YOU ARE FURTHER NOTIFIED THAT IF YOU DO NOT COMPLY WITH EITHER OF THE ABOVE, the undersigned does hereby elect to declare the forfeiture of your lease or under which you hold possession of the above-described premises and lessor will institute legal proceedings to recover rent and possession of said premises.**

**THIS IS FURTHER NOTICE THAT DELIVERY OF POSSESSION OF THE PREMISES, OR THE PAYMENT OF THE AMOUNTS DEMANDED IN THIS NOTICE, MUST BE PAYABLE AS INDICATED AND DELIVERED TO THE PERSON INDICATED AS FOLLOWS.**

**DATED: 6/21/2024**

**MAKE RENT PAYABLE TO: PHAT TRAN c/o WELLS FARGO BANK ACCT #1005959166**

**DELIVER RENT TO: WELLS FARGO BANK**

**MAKE THE PAYMENT AT THIS ADDRESS: 19840 BEACH BLVD., HUNTINGTON BEACH, CA 92648**

**PAYMENT DAYS AND HOURS: MONDAY THROUGH FRIDAY 9:00 AM – 5:00 PM; SATURDAY 9:00 AM – 2:00 PM**

**PHONE NUMBER: (714)390-2044**

**PHAT L.K. TRAN**

**Owner**



**I'M A LAWYER.  
MULTIPLE FELONIES  
WON'T AFFECT ME.**

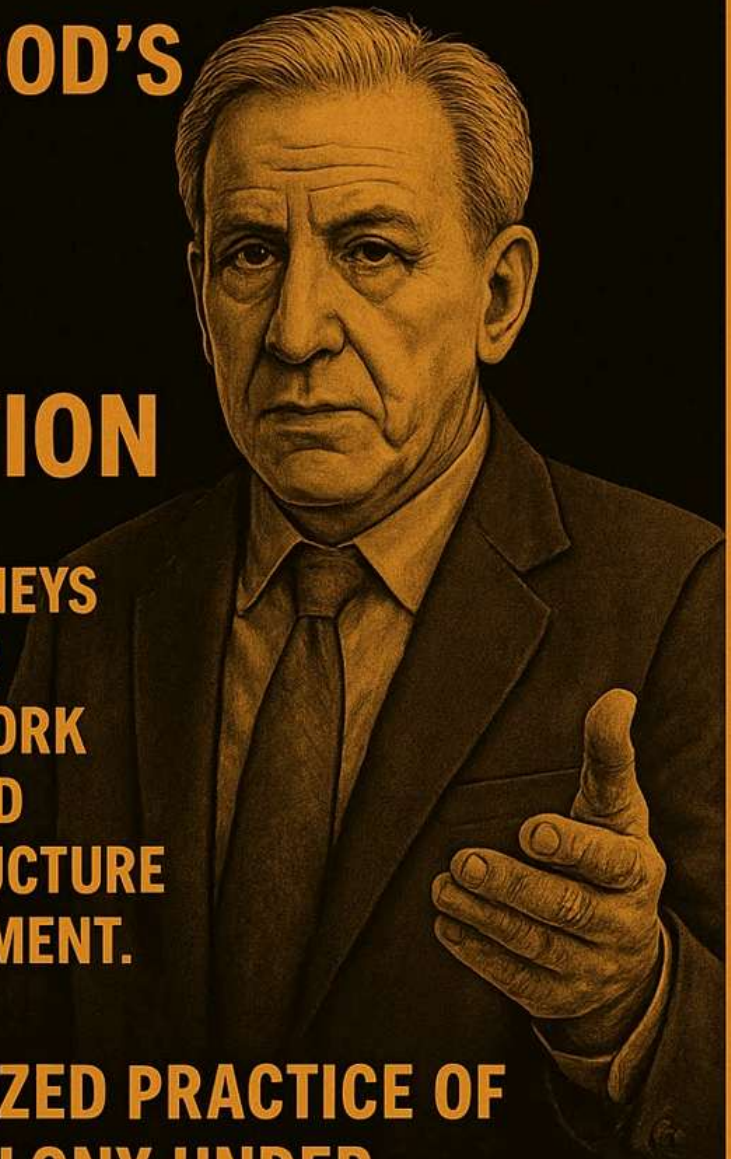
**MY LIVELIHOOD'S  
SECURE.**

**I OWN A  
CORPORATION**

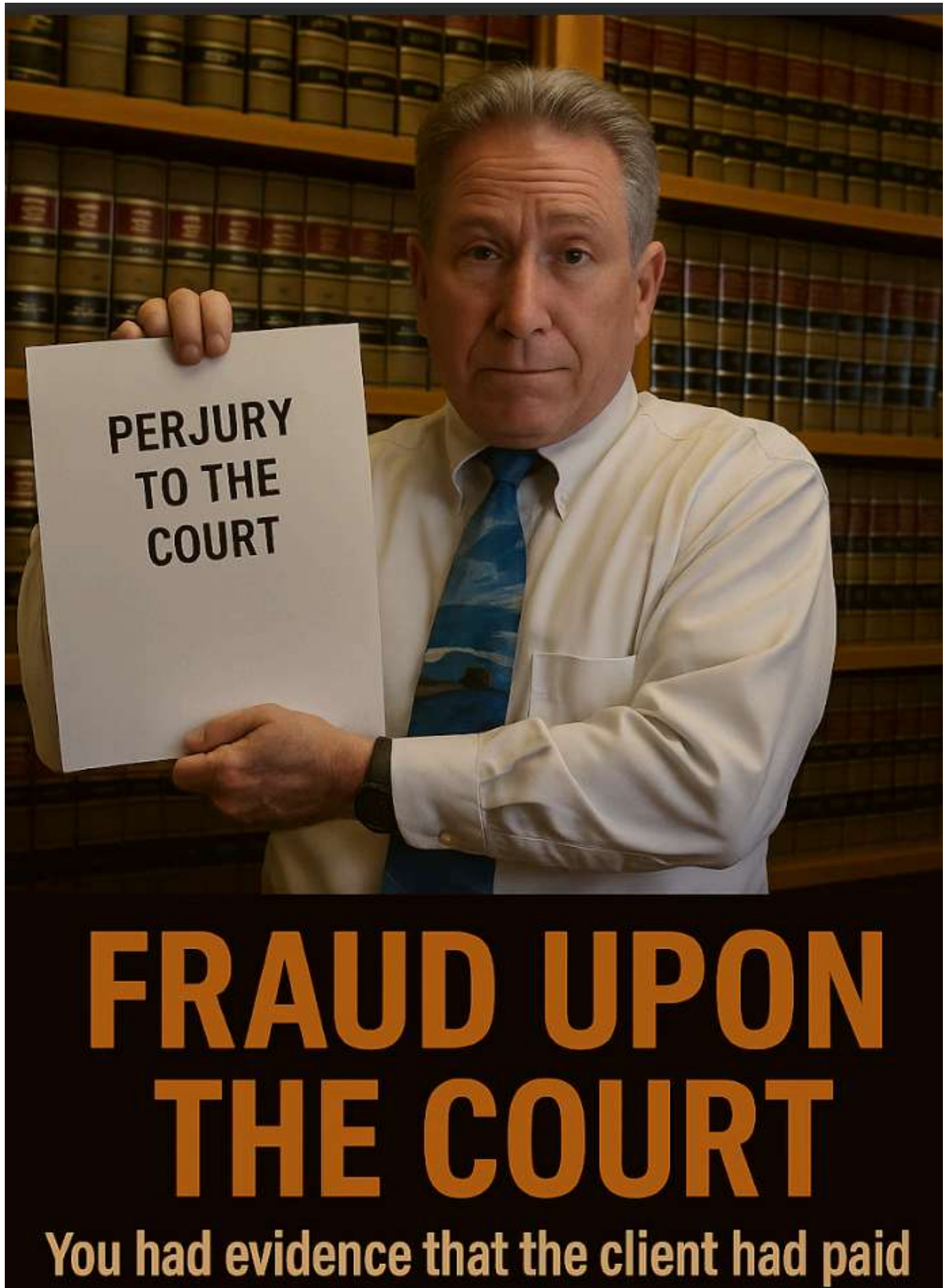
**DISBARRED ATTORNEYS  
CANNOT DIRECT OR  
CONTROL LEGAL WORK  
OR OPERATE BEHIND  
A CORPORATE STRUCTURE  
TO BYPASS DISBARMENT.**



**UNAUTHORIZED PRACTICE OF  
LAW IS A FELONY UNDER  
CALIFORNIA PENAL CODE § 6125**









**when the bailiff showed you the text:  
“Hanson has the check.”  
Why did you not withdraw the complaint?**

We made the court act like an ATM



000044

11-24

12/03/25

Payee Address:

WELLS FARGO BANK, N.A.  
1840 BEACH BLVD  
HUNTINGTON BEACH, CA 92648  
CALL: (480) 391-3122

Payee Account:

MECHEL GASSO  
MECHEL GASSO  
XXXXXX722  
K128725  
Funding Source: Paper Check

Pay TO THE ORDER OF:

\*\*\*PHAT K. TRAN AND STEVEN D. SILVERSTEIN\*\*\*

\*\*Five Thousand Three Hundred Thirty-Eight and 48/100 -US Dollars\*\*

\*\*\$5,338.48\*\*

Serial #:

0064412016

Account #:

4861-511475

APRIL 22, 2025

NON-NEGOTIABLE

PURCHASER COPY - Page 1 of 2

PURCHASER COPY - Page 2 of 2

IMPORTANT - Please Read

Outstanding cashier's checks are subject to state or territorial unclaimed property laws.

If the cashier's check is lost, stolen, or destroyed, you may request a stop payment and reissuance. Wells Fargo Bank will require an indemnity agreement. In addition, for cashier's checks over \$1,000.00, the waiting period before the stop payment and reissuance of an outstanding cashier's check may be processed is 90 days (30 days in the state of Wisconsin and 91 days in the state of New York). The waiting period can be avoided with the purchase of an acceptable surety bond. This can be purchased through Wells Fargo's approved insurance carrier or through an insurance carrier of the customer's choice. The cost of a surety bond varies depending on the amount of the bond and the insurer used. Surety bonds are subject to the insurance carrier's underwriting requirements before issuance. If the surety bond is not provided, the waiting period applies.

THE UPS STORE #4415  
8941 ALLAMPA AVE  
HUNTINGTON BEACH, CA 92646-7121  
714-556-5777

Date: 4/22/2025

Time: 12:27 PM

Tracking Number: 1Z501R0006059941

Merchandise Env. Nod

Item Name

QTY

PRICE

TOTAL

Ground Commercial

1

\$13.29

\$13.29

Alto

1

\$0.57

\$0.57

Tax

\$0.00

\$0.00

Subtotal

\$13.71

\$13.71

Shipping/Other Charges

\$0.00

\$0.00

Total Tax

\$0.07

\$0.07

Total

\$13.78

\$13.78

Cash

\$13.78

\$13.78

Items Designated With Ref. #1191016  
for Returns, Refunds or Exchanges.

US Postal Rates are Subject to Surcharge.

1 2 5 0 4 2 2 4 4 1 5 A 0 3 1 1 8 2

View The UPS Store, Inc.'s privacy notice at  
<https://www.theupsstore.com/privacy-policy>

WIN A \$250 GIFT CARD

Tell us how we're doing for your chance to win a  
\$250 Amazon.com Gift Card. A \$100 Amazon.com

about:blank

13/14



Do you want to play a game?

