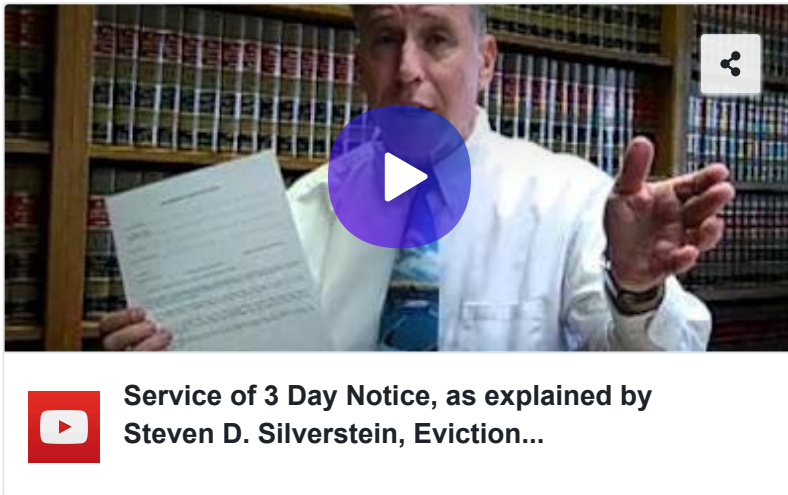


I am a King " Steven D. Silverstein" Newspaper Dec 31, 2012 have things slowed down with COVID?

From: michael gasio (gasio77@yahoo.com)
To: clerk@stevensilverstein.com; kyphat@yahoo.com
Cc: srandell@hbpd.org; hnguyen2@fbi.gov
Bcc: helderppinheiro@gmail.com; aelkins@gmail.com
Date: Friday, August 22, 2025 at 07:50 AM PDT

[Eviction King of California landlords only](#) Formal Notice of Legal Violations



To: Phat Tran
From: Michael Gasio

1. False Statements and Perjury

Phat, you filed statements in court claiming we were only 30-day tenants, even though we lived there for three years. You knew this was false and swore to it in court, which is a direct violation of perjury laws (California Penal Code §118). Case law like *People v. Hedgecock* (1990) makes it clear that knowingly giving false testimony is perjury.

2. Fraudulent Misrepresentation

By checking those boxes and filing them, you committed fraud upon the court (see *In re Marriage of Varner* (1997)). You misled the court to get a three-day eviction based on lies. That's fraudulent misrepresentation under Civil Code §1710 and is not just unethical—it's illegal.

3. Violation of Tenant Protections

Filing false claims to evict a long-term tenant so you could run an Airbnb violates California tenant laws and could be considered a form of wrongful eviction. Courts do not look kindly on landlords who use deceit to remove tenants (*Green v. Superior Court* (1974)).


Final Note to Phat:

Phat, at the end of the day, you could have just given us our money back when we said we wanted to leave in March 2024. Instead, you chose to lie to everyone and now you're facing these legal issues.

You could have been running your Airbnb right now if you hadn't tried to cheat us by stealing my new day bed in a box can to wrong address, you crook. If you did not run off with it [over \$500 in value] I would have never know it was turned into a short stay hotel in a residential area 1 block from police headquarters.

There you go! That should make it pretty clear and give him a little jolt before he heads off to work.

DocuSign Envelope ID: BF76EC2B-F59F-4E3D-8C90-90545D1121DD

 **CALIFORNIA ASSOCIATION OF REALTORS®**

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT
(C.A.R. Form LR, Revised 12/21)

Date 04/21/2022, Michael A Gasio, Julia S Gasio ("Landlord") and Phat Tran ("Tenant") agree as follows ("Agreement"):

- PROPERTY:**
 - Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 19235 Brynn Ct, Huntington Beach, CA 92648-6287 ("Premises").
 - The Premises are for the sole use as a personal residence by the following named person(s) **only**: Michael A Gasio, Julia S Gasio, and Tatiana Zvyagintseva.
 - The following personal property, maintained pursuant to **paragraph 11**, is included: _____ or ☐ (if checked) the personal property on the attached addendum is included.
 - The Premises may be subject to a local rent control ordinance _____.
- TERM:** The term begins on (date) May 1, 2022 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent or Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.
(Check A or B):
 - ☐ **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
 - ☒ **Lease:** This Agreement shall terminate on (date) May 1, 2023 at _____ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
- RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
 - Tenant agrees to pay \$5,000.00 per month for the term of the Agreement.

3 on leases.

Just one on eviction.

1 STEVEN D. SILVERSTEIN (#86466)
Attorney at Law
2 14351 Redhill Avenue, Suite G
Tustin, CA 92780
3 T:(714)832-3651
F:(714)832-7781
4 evictions@stevensilverstein.com
5
6

7
8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA,
9 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

10 PHAT L. K. TRAN,

11 Plaintiffs,

12 vs.
13

14 MICHAEL GASIO; DOES 1 to 5, inclusive

15 Defendant.
16

Case No. 30-2024-01410991-CL-UD-CJC

Assigned for all purposes to the Honorable
Commissioner Carmen D. Snuggs-Spraggins

(PROPOSED) AMENDED JUDGMENT

17
18 THIS CAUSE, having come duly before this court for a non-jury trial February 25, 2025 in
19 Department C-61 the above entitled court. The Honorable Commissioner D. Snuggs-Spraggins
20 presiding. The Plaintiff Phat L. K. Tran, appearing, represented by attorney Steven D.
21 Silverstein. Defendant, Michael Gasio, appearing self represented.

22 The Court having taken the matter under submission on February 25, 2025, and having
23 fully considered the arguments of all parties, both written and oral, as well as the evidence
24 presented, the court issued a statement of decision, finding as follows:

25 1. The Judgment is ordered in favor of the Plaintiff in the amount of \$4,325.00.

26 2. Plaintiff is awarded the attorney's fees in the amount of \$500.00 and court costs in the
27 amount of \$500.00.
28

DATED:

JUDGE OF THE SUPERIOR COURT

JUDGMENT-1

1 of 2

3 DAY

NOTICE TO PAY RENT OR QUIT

TO: MICHAEL GASIO ; DOES 1 TO 5LOCATED 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.

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

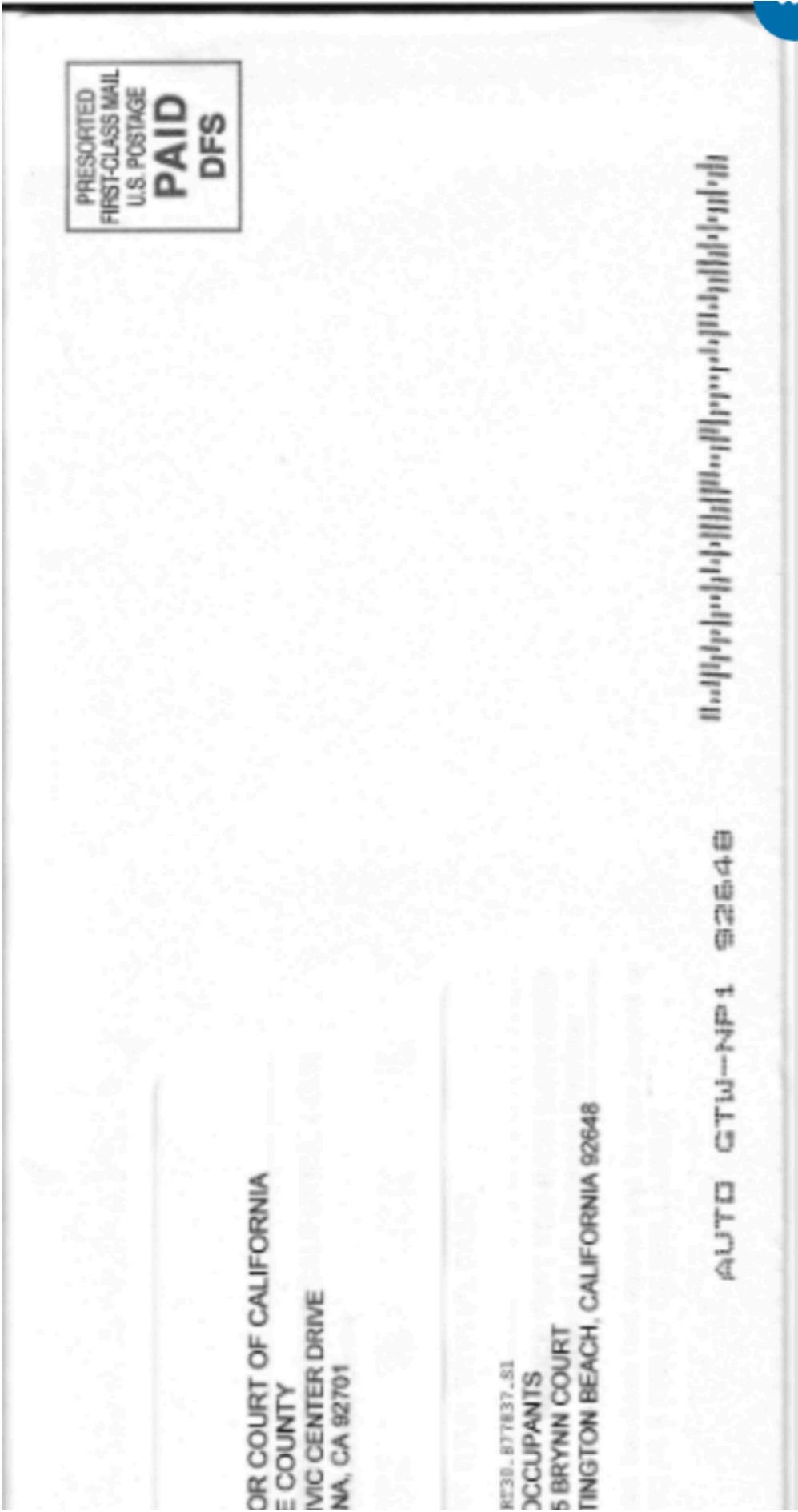
MAKE RENT PAYABLE TO: PHAT TRAN c/o WELLS FARGO BANK ACCT #1005959166DELIVER RENT TO: WELLS FARGO BANK

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

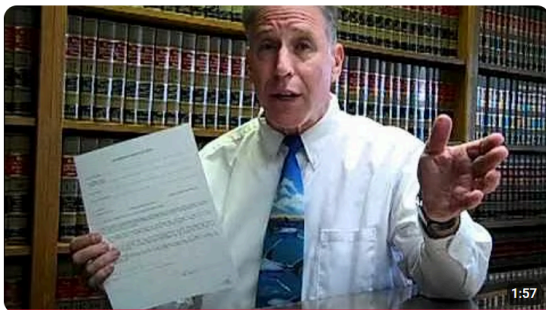
PHONE NUMBER: (714)390-2044PHAT L.K. TRAN

Owner





Steven you of all people you knew better.



Service of 3 Day Notice, as explained by Steven D. Silverstein, Eviction Lawyer
24K views • 14 years ago

mrevictionlaw

Hi, Steve Silverstein here. This is the form that has to be filled out after you server the notice. You can grab the Service of 3 Day ...

Sent you this by certified mail.

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%

I make so much money I do not have time to read anything I have a life also.



Silverstein Eviction Law



PAGE 2 • MONDAY, DECEMBER 31, 2012

LOS ANGELES DAILY JOURNAL

Kings of eviction do brisk business kicking people out

They are among the only attorneys known in their regions for niche practice

By Katie Lucia
Daily Journal Staff Writer

RIVERSIDE — Barry O'Connor doesn't work as much as he used to. These days, the veteran sole practitioner, who focuses on unlawful detainers, says he is taking it easy with a day that begins at 6 a.m., includes no time for lunch and, if he's lucky, ends around 6:30 p.m. O'Connor has earned his title as the Inland Empire's "Eviction King," attorneys say, as he has handled between 40,000 to 50,000 evictions and related matters in his 25-year career.

"Landlords know there's only one attorney that you want to contact if you need to get a tenant out, and that's Barry O'Connor," said Scott Talkov, an associate with Reid & Hellyer APC in Riverside. "He's seen it all. He's litigated it all, and he knows every trick in the book. He'll make sure that landlords' rights are protected."

O'Connor may be the most prominent evictions attorney in the region, but he says every major area has a lawyer similarly known for his or her eviction prowess.

In Orange County, that attorney is Steve D. Silverstein.

"It's not a glamorous job," said Silverstein, who practices in Tustin. "I guess I'm down there with collections attorneys. Different guys are in bankruptcy or family law ... but I'd rather kick people out of their homes than split up families."

Unlike O'Connor, Silverstein admits he's a workaholic — He works six days a week, he said, bouncing from courthouse to courthouse Monday through Friday and doing



Katie Lucia/Daily Journal

administrative work over the weekends.

"That's because my name's on the door," he said.

Volume is the name of the game for the unlawful detainer niche, the attorneys agree. O'Connor said he files an average of 100 cases each month and has made as many as 34 appearances in different cases before a single judge at one time.

At any given trip to court, Silverstein will have as many as eight appearances at once. Though the lawyers admit their work

differs in many ways from traditional lawyering, the fast pace and high volume of eviction matters makes for a steady market — one that is virtually recession-proof.

"When the economy is good, the evictions on the rental side [are] good, and when the economy is bad, the evictions on the foreclosure side [are] usually pretty good," O'Connor said.

The good only got better when foreclosures skyrocketed over the past five or six years, they said.

"My business doubled," Silverstein said. "Because I mostly do foreclosures — not for the banks, for the guys that buy them at the foreclosure sale."

As the rate of foreclosures began to plateau the past two years or so, Silverstein said he experienced a dip in business, but he's far from starving.

Evictions are not difficult, O'Connor said, but they are technical, which is why no one really does them on a part-time basis. Silverstein calls the specialty "cookie-cutter" law,

likening the cases to products on a conveyor belt.

"You sort of thrive on the volume," Silverstein said.

Though he deals with unlawful detainers day in and day out, O'Connor said each case has a unique set of challenges, which is why he still enjoys the work after 25 years.

'I've had sons evicting mothers, and the same day, same court, I've had mothers evicting sons.'

— Barry O'Connor

"I've had sons evicting mothers, and the same day, same court, I've had mothers evicting sons," O'Connor said. "A lot of times, it is very complicated, and there are a lot of emotional issues."

Some of the obstacles O'Connor faces include home recovery tricks and marijuana dispensary disputes.

"Marijuana collectives — they can afford to fight tooth and nail to stay in the property," O'Connor said. "They're a lot more difficult. They fight really hard on those because they have the resources to do such. It's not a financial issue for the tenant like it is in most cases."

The challenging and rather unique line of litigation in which he's made his living was not what O'Connor imagined he'd handle when he graduated law school.

"I didn't intend on doing this," he said. "It was by accident. But people said, 'Don't worry about it. Once you get out, you'll figure out what you're going to do.' And they were right."

katie_lucia@dailyjournal.com

Eviction Kings of Orange County | Silverstein Eviction Law ...

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