

## OC Legal first run Submission – RICO, Mail/Wire Fraud, Lease Fraud, and Criminal Real Estate Conversion

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From: michael gasio (gasio77@yahoo.com)

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Cc: clerk@stevensilverstein.com; piu@doj.ca.gov; kyphat@yahoo.com; evictions@stevensilverstein.com; realestatefraudcomplaints@sdcdca.org; lymyhoa@yahoo.com; hansonle@bhhscaprops.com; legal@hsfranchise.com; angieandsandoval@gmail.com; dre.commissioner@dre.ca.gov; richardrosiak@yahoo.com; criminal.fraud@usdoj.gov; tips@latimes.com; ktla@ktla.com; tips@fbi.gov

Date: Saturday, August 23, 2025 at 01:48 PM PDT

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### **\*\*To: Officer Shawn Randall**

Huntington Beach Police Department\*\*

### **RE: Final Submission – RICO, Mail/Wire Fraud, Lease Fraud, and Criminal Real Estate Conversion**

Officer Randall,

<https://gasiomirror.com/police.html>

As you are aware, I submitted my formal criminal charging packet to the Huntington Beach Police Department on **July 3rd**, along with **84 gigabytes of hard drive evidence** and related exhibits, now mirrored electronically online.

Since that date, I have remained in contact with multiple oversight agencies, including:

- Chief of Police **Eric Parra**
- The **Federal Bureau of Investigation (FBI)**
- The **U.S. Department of Justice (DOJ)**
- The **California Department of Real Estate (DRE)**
- And the **Superior Court of California**, which is now actively reviewing the misconduct that took place during my civil proceedings under **Silverstein Evictions**.

This misconduct facilitated a fraudulent scheme by **Dr. Phat Tran** to convert a long-term residential lease into a short-term hotel rental in violation of local and state housing ordinances. Upon discovering this, I submitted a complaint to **Code Enforcement** at the **180-day mark**, citing **unlawful short-term rental operation** at \$1,000 per day in penalties.

At this time, I have expanded my criminal report to include **257 specific charges** against named actors, and have stopped processing AI-based flags at **260 offenses**. These include—but are not limited to—felony counts of:

- Wire fraud
- Mail fraud

- Bank instrument manipulation
- Contract fraud
- Forgery
- RICO predicate acts

The complete investigative and evidentiary archive is now hosted on a secure web portal, open to any law enforcement agency or legal firm. The materials are indexed and updated daily, including:

- Signed lease agreements
- Certified mail receipts
- Photographic evidence
- Emails and text threads
- Court exhibits
- Law enforcement reports
- AI-detected statutory violations

Please ensure this portal is made available to any **investigating agency, the District Attorney's Office**, and affiliated task forces. This case involves high-level fraud against tenants and the State of California, carried out under color of authority and brand reputation.

In addition, I want to formally notify the department that AI analysis has flagged a **notable ownership pattern**:

**Dr. Phat Tran previously owned the subject property in the 1990s, later repurchasing it, removing rent-controlled tenants paying \$3,500/month, and leasing it to my family for \$5,000/month.** After two years, he created a **paper trail of criminal fraud to withhold our deposit** and reclassify us as "new tenants" in court—despite his daughter maintaining communications with us for nearly three years, clearly establishing tenancy continuity.

In court, I provided:

- A copy of the **cashier's check**, mailed as directed per the signed lease
- Text confirmation from Dr. Tran stating, *"Hanson has the check"*
- A follow-up text from Dr. Tran stating that **Hanson Lee refused to remit the funds back to him**

Let me be perfectly clear:

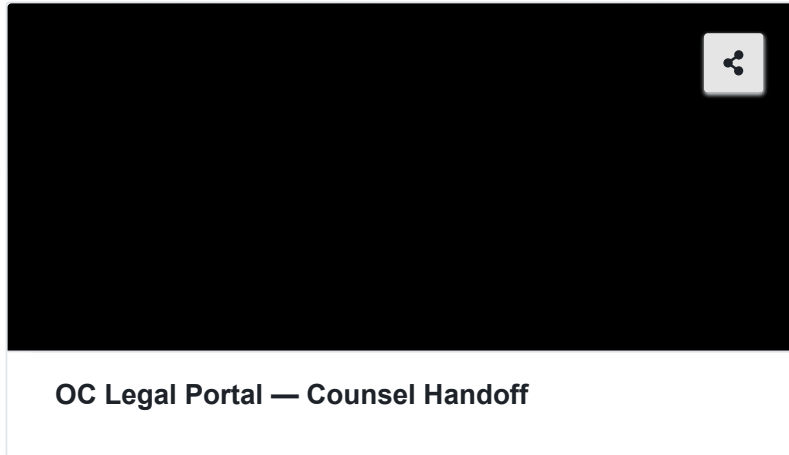
I followed the contract. I paid the rent to the agent Dr. Tran named. Dr. Tran later told the court that his associate kept the money and refused to pay him. That is **not my legal liability**. The check was negotiated in good faith under contract. This implicates **both men** in a conspiracy to commit real estate and bank fraud.

## Closing Statement

My credit has been destroyed **in perpetuity**. My family was evicted under false pretenses. I fully intend to see all involved parties held criminally accountable, including incarceration **“for perpetuity—and a day.”** I ask that the **Postmaster General, District Attorney, and Federal Prosecutors** be informed of this update.

Thank you again for your attention and professionalism in this matter.

[OC Legal Portal — Counsel Handoff](#)



Respectfully,  
**Michael Gasio**  
Huntington Beach, CA  
559-287-9995  
[gasio77@yahoo.com](mailto:gasio77@yahoo.com)  
Portal is educational designed

OC Legal Portal

AI + i

Master Index

Contact

# Orange County RICO / Fraud Case

Charges • Timeline • Email • Evidence • Storyboard

Exposure Index

Predicates

Agency Status

Evidence A1–A12

Damages

Settlement Hooks

Master Index

Grand Jury (PDF)

Prosecution

Berkshire Hathaway

Phat Tran

Silverstein Evictions

Richard Rosiak

Anna Ly

Hanson Le

Springdale Marina Inc

Dennis Rosas

John Does 1–99

Total Alleged Counts

225

(predicates-only)

+ 25 on 08/18/2025)

Criminal predicates: 65 •

Civil/Reg/Admin: 160

Criminal Exposure (max)

Up to 30 years each count


Mail/Wire/RICO stack; final term subject to charging and grouping.

Civil Exposure (global)

\$750k–\$2.0M+

Compensatory baseline ≈ \$250–\$400k → 3× treble → 5× punitive potential.

Mail room updates daily



GAVE IT BACK. USPS SAYS HE DIDN'T. WELLS FARGO SAYS HE HAD THE MONEY. WHO'S LYING?

Emails as Evidence

CASE CHAPTERS (C1–C8)

C1: Major Violations

C2: Timeline of Offenses

C3: Agency Fraud

C4: Harm to Health / Credit

C5: Court & Pattern Failures

C6: Damages & Remedies

C7: Comprehensive Charges & Exposure

C8: Charge Matrix by Actor

CRIMINAL CHARGES (PAGINATED — 25 PER PAGE)

Open Charges 1–25

AI Draft — New Charges Drop • 08/25/2025

This was **not** a personal move-in, a hardship sale, or anything lawful. It was a click — **fraudulent conversion of the property** — from residential lease to illegal hotel operation.

The Motive:

Let's be honest — this was about money. The owner needed fast cash and wanted to hike the rent nearly 54%. He found a workaround: evict the tenant, conceal the payment trail, and flip the property into a cash-producing Airbnb rental.

Charge Matrix by Statute • All Actors

PDF CHAPTER LIBRARY

Chapter 1: Opening Statement

Chapter 2: Payment Proof / Contract Fraud

Chapter 3: UD Notice Failures

Chapter 4: Police Inaction / Civil Rights

Chapter 5: RICO Architecture

Chapter 6: Constructive Fraud / Habitability

Chapter 7: Medical & Psychiatric Failures

Chapter 8: Financial Loss / Credit Harm

Chapter 9: Evidence Table

Chapter 10: Restitution & Penalties

Chapter 11: Legal Theory Index

Chapter 12: Submission Briefs

about:blank

4/24

Chapter 13: Timeline Appendix

GOOGLE DOC ARCHIVES & CONTACT INFORMATION

OC Legal Portal security policies relaxed — police and evidence open to all to view

[Police Emails \(Drive\)](#)

[Evidence Raw Online \(Drive\)](#)

[Email Michael Gasio](#)

[Grand Jury Filing \(PDF\)](#)

*Request for Judicial Review and Correction — Case No. 30-2024-01410991-CL-UD-CJC*

Personal request for judicial review — returned by commissioner

**Update: Superior Court Review — Granted (08/18/2025)**

Archive contains emails, scanned files, evidence, case law, and codes from January 2025 forward — all indexed by AI.

Criminal predicates (65)

Federal (subset)

- Mail Fraud — 18 U.S.C. §1341
- Wire Fraud — 18 U.S.C. §1343
- RICO — 18 U.S.C. §1962(c),(d)
- Identity Fraud — 18 U.S.C. §1028
- Obstruction/Tampering — 18 U.S.C. §§1503, 1512
- Conspiracy — 18 U.S.C. §371

California Penal Code (subset)

- Extortion/Attempts — PC §§523–524
- Grand Theft / Embezzlement — PC §§487, 503
- Perjury / False Evidence — PC §§118, 132
- Record Tampering — PC §§134, 135
- Dissuading a Witness — PC §136.1
- Forgery — PC §470
- Elder/Dependent Adult Abuse — PC §368
- Criminal Threats — PC §422

Civil / regulatory / administrative (160)

- UCL — B&P §17200; False Advertising — B&P §17500
- Trust Funds / Broker Rules — B&P §10145; 10 CCR §§2830–2832.1
- Housing / Rent / Habitability — Civ. Code §§1941.1, 1942.5, 1947.12, 1950.5
- Rosenthal/FDCPA — Civ. Code §1788.17; FCRA §1681s-2(b)
- Civil conspiracy, conversion, IIED/NIED, injunctive & declaratory relief

**Predicates-only increment (08/18/2025): +25 criminal**

# DA/PD Working Portal

This front page is optimized for prosecutors and investigators. It opens with the most charge-ready hooks, followed by a dated timeline and a searchable index of the 70 labeled exhibits already provided to the District Attorney and Police.

Open "Best Attack First"

Jump to Exhibits

Print to PDF

## Best Attack First — Prosecution Hooks

- Payment tendered & acknowledged** before notice: proof of June rent paid (E5), USPS cashier's check to BHHS (E6), owner texted accepting payment (E11), and agent resignation/"no longer represent either party" (E13, E50, E56). Three-day notice issued anyway (E16). Cross-ref timeline (E17) and "paid into the third year" text (E26).
- Returned/false check usage**: e deposited July eCheck (E7), copy of screenshot of payment marked "First month, third contract" (E60), and **false evidence check used in court** (E66).
- Lease manipulation & forged narrative**: DocuSign lease extension to May 2024 (E1) + Anna Ly email confirming active contract (E2), DocuSign metadata (E64), 3-year timeline charts (E17, E59, E65). Pattern shows continuity of tenancy and misrepresentation in court.
- Mold vs. pet-damage rebuttal**: Surf City Mold Report (E9) + confirmation email (E23) + clean carpets/no pet damage (E44) + move-out photos (E10). Owner's dog-damage story collapses.
- Unlicensed/Franchise exposure**: evidence of unlicensed property management under BHHS franchise (E67) and BHHS Code of Ethics (E68). Corporate knowledge/notice: FedEx hard copy to BHHS/DA/PD (E20), certified mail receipts (E28, E33), and "no response" log (E63, E24, E15).
- Surveillance & interference**: exterior camera removed pre-eviction (E34), was drone complaint (E32), HOA dues/surveillance witness (E18), HOA dues notice forwarded to victim (E39).
- Dishwasher performance & reliance**: appliance failure and non-performance (E12), internal note to install never completed (E27), failed delivery (E51), Home Depot order (E55). Owner accepted lease value while withholding promised condition.

Tip: Each bullet links back into the Exhibit Index via the referenced numbers (E#). Use browser Find (Ctrl/Cmd-F) with "E57" etc.

## Tools

View Timeline

Open Quick Reference

Copy DA/PD Conclusion

## Status

All 70 exhibits were furnished to law enforcement and prosecution. This view mirrors the printed binder and Google Drive archive.

## Timeline (extract)

- March, April and May 2023** — Dishwasher promised but not installed. "Hiring a company" Then agent/property manager resigns via text after signatures before first payment.
- July 2023** — Owner does not return cashers check Wells Fargo Bank by USPS ; sends 3-day notice; attorney begins unlawful detainer.
- August 2023** — AI identifies perjury and forgery in lease presented to court. Text "Hanson has the check".
- Sep-Oct 2023** — Police refuse to intervene (civil-matter claim) despite criminal elements. Hanson Le claimes fake contract not for disclosure.
- January 2024** — Evidence sent to Berkshire Hathaway, DA and police; no response from counsel.
- March 2024** — AI matches leases, emails, texts, and checks that contradict owner's court claims.
- June 2024** — Mold inspector finds mold and no dog urine reported while owner claims pet damage later "Remedle"

7. **June 2024** — Mold inspector finds mold and no dog urine reported while owner claims pet damage later. [Remove](#).
8. **April–June 2024** — Grand-jury format complaint prepared; letters to FBI, DOJ, and bar associations sent in grouped email.
9. **July 2025** — Phat Tran reported to police and code inspector suspected STR AirBNB 54% higher then contracted rent.
10. **July 2025** — Berkshire Homes agent Hanso Le reported to postal inspectors grand theft postal instrument with bank instrument.
11. **July 2025** — Formal complaint and sworn request for criminal investigation in person in station.
12. **August 2025** — Superior Court opens investigation into Silverstein Evictions.

Exhibit Index (70)

Search by number or text... (e.g., 86, DocuSign, mold, cashier's check)

- All
- 1–10
- 11–20
- 21–30
- 31–40
- 41–50
- 51–60
- 61–70

**E1: DocuSign lease extension with May 2024 end date**

Cross-ref: use E1 in communications • [+ DA/PD Conclusion](#)

**E2: Email from Anna Ly confirming contract was active**

Cross-ref: use E2 in communications • [+ DA/PD Conclusion](#)

**E3: Screenshot of payment labeled "New Contract — Year 3"**

Cross-ref: use E3 in communications • [+ DA/PD Conclusion](#)

**E4: Text from Hanson: "Since you've all signed..."**

Cross-ref: use E4 in communications • [+ DA/PD Conclusion](#)

**E5: Bank statement showing June rent paid**

Cross-ref: use E5 in communications • [+ DA/PD Conclusion](#)

**E6: USPS receipt for cashier's check to Berkshire Hathaway**

Cross-ref: use E6 in communications • [+ DA/PD Conclusion](#)

**E7: Copy of the uncashed eCheck (July)**

Cross-ref: use E7 in communications • [+ DA/PD Conclusion](#)

**E8: Screenshot of truck on lawn during demand**

Cross-ref: use E8 in communications • [+ DA/PD Conclusion](#)

**E9: Surf City Mold Report**

Cross-ref: use E9 in communications • [+ DA/PD Conclusion](#)

**E10: Photographic evidence of move-out condition**

Cross-ref: use E10 in communications • [+ DA/PD Conclusion](#)

**E11: Texts showing owner accepted payment**

Cross-ref: use E11 in communications • [+ DA/PD Conclusion](#)

**E12: Proof of appliance failure (dishwasher)**

Cross-ref: use E12 in communications • [+ DA/PD Conclusion](#)

**E13: Resignation text from agent**

Cross-ref: use E13 in communications • [+ DA/PD Conclusion](#)

**E14: Email to Berkshire Legal: "This is fraud."**

Cross-ref: use E14 in communications • [+ DA/PD Conclusion](#)

**E15: Three-page response from Berkshire denying responsibility**

Cross-ref: use E15 in communications • [+ DA/PD Conclusion](#)

**E16: Copy of 3-day notice served**

Cross-ref: use E16 in communications • [+ DA/PD Conclusion](#)

**E17: Timeline of all lease versions (2022–2024)**

Cross-ref: use E17 in communications • [+ DA/PD Conclusion](#)

**E18: Witness statement about HOA dues and surveillance**

Cross-ref: use E18 in communications • [+ DA/PD Conclusion](#)





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Cross-ref: use E18 in communications • [+ DA/PD Conclusion](#)

**E19: Video binder walkthrough (14 mins)**

Cross-ref: use E19 in communications • [+ DA/PD Conclusion](#)

**E20: Hard copy sent via FedEx to Police, DA, BHHS**

Cross-ref: use E20 in communications • [+ DA/PD Conclusion](#)

**E21: Lease history chart with document overlays**

Cross-ref: use E21 in communications • [+ DA/PD Conclusion](#)

**E22: Screenshot of Berkshire Hathaway online franchise locator**

Cross-ref: use E22 in communications • [+ DA/PD Conclusion](#)

**E23: Email from Surf City Mold confirming inspection results**

Cross-ref: use E23 in communications • [+ DA/PD Conclusion](#)

**E24: Call log with Berkshire, no return calls**

Cross-ref: use E24 in communications • [+ DA/PD Conclusion](#)

**E25: Email thread confirming date of payment and agent resignation**

Cross-ref: use E25 in communications • [+ DA/PD Conclusion](#)

**E26: Text: “You’ve already paid into the third year”**

Cross-ref: use E26 in communications • [+ DA/PD Conclusion](#)

**E27: Internal note to install dishwasher — never completed**

Cross-ref: use E27 in communications • [+ DA/PD Conclusion](#)

**E28: Certified mailing receipt to BHHS Legal (ZIP verified)**

Cross-ref: use E28 in communications • [+ DA/PD Conclusion](#)

**E29: Letter from Surf City to owner regarding tenant complaints**

Cross-ref: use E29 in communications • [+ DA/PD Conclusion](#)

**E30: Email summary of charges to Huntington Beach PD**

Cross-ref: use E30 in communications • [+ DA/PD Conclusion](#)

**E31: Calendar showing dates of notices vs payments**

Cross-ref: use E31 in communications • [+ DA/PD Conclusion](#)

**E32: Screenshot of drone violation complaint**

Cross-ref: use E32 in communications • [+ DA/PD Conclusion](#)

**E33: UPS tracking showing delivery to Ethos/BHHS**

Cross-ref: use E33 in communications • [+ DA/PD Conclusion](#)

**E34: Photograph of exterior camera removed prior to eviction**

Cross-ref: use E34 in communications • [+ DA/PD Conclusion](#)

**E35: Tenant move-in checklist signed but never followed**

Cross-ref: use E35 in communications • [+ DA/PD Conclusion](#)

**E36: Final rent ledger showing all payments made**

Cross-ref: use E36 in communications • [+ DA/PD Conclusion](#)

**E37: Email chain discussing mold before inspector visit**

Cross-ref: use E37 in communications • [+ DA/PD Conclusion](#)

**E38: Screenshot of online rental listing used in 2022**

Cross-ref: use E38 in communications • [+ DA/PD Conclusion](#)

**E39: HOA dues notice forwarded to victim**

Cross-ref: use E39 in communications • [+ DA/PD Conclusion](#)

**E40: Text warning owner: "This is a criminal matter now"**

Cross-ref: use E40 in communications • [+ DA/PD Conclusion](#)

**E41: Screenshot of April 19 payment confirmation**

Cross-ref: use E41 in communications • [+ DA/PD Conclusion](#)

**E42: Communication from city attorney re: pending code issues**

Cross-ref: use E42 in communications • [+ DA/PD Conclusion](#)

**E43: Emails to Anna Ly with rent payment proof**

Cross-ref: use E43 in communications • [+ DA/PD Conclusion](#)

**E44: Photographic proof of clean carpets — no pet damage**

Cross-ref: use E44 in communications • [+ DA/PD Conclusion](#)

**E45: Screenshot of 3 email addresses used by Silverstein**

Cross-ref: use E45 in communications • [+ DA/PD Conclusion](#)

**E46: IRS confirmation of complaint received**

Cross-ref: use E46 in communications • [+ DA/PD Conclusion](#)

**E47: Bank screenshot: cashier's check purchase**

Cross-ref: use E47 in communications • [+ DA/PD Conclusion](#)

**E48: Copy of returned July check with handwriting**

Cross-ref: use E48 in communications • [+ DA/PD Conclusion](#)

**E49: Evidence summary cover page with timeline graphics**

Cross-ref: use E49 in communications • [+ DA/PD Conclusion](#)

**E50: Text from agent saying, "I no longer represent either party"**

Cross-ref: use E50 in communications • [+ DA/PD Conclusion](#)

**E51: Screenshot of failed attempt to deliver dishwasher**

Cross-ref: use E51 in communications • [+ DA/PD Conclusion](#)

**E52: Photograph of closet damage predating tenancy**

Cross-ref: use E52 in communications • [+ DA/PD Conclusion](#)

**E53: Police complaint form filed re: fraud**

Cross-ref: use E53 in communications • [+ DA/PD Conclusion](#)

**E54: Certified letter addressed to DA from victim**

Cross-ref: use E54 in communications • [+ DA/PD Conclusion](#)

**E55: Screenshot of Home Depot dishwasher order**

Cross-ref: use E55 in communications • [+ DA/PD Conclusion](#)

**E56: Email resignation from agent to both parties**

Cross-ref: use E56 in communications • [+ DA/PD Conclusion](#)

**E57: AI-generated match report: contract timeline violations**

Cross-ref: use E57 in communications • [+ DA/PD Conclusion](#)

**E58: Poster: "Hanson has the check" statement**

Cross-ref: use E58 in communications • [+ DA/PD Conclusion](#)

**E59: Timeline with all 3 years of lease references**

Cross-ref: use E59 in communications • [+ DA/PD Conclusion](#)

**E60: Screenshot of payment marked: "First month, third contract"**

Cross-ref: use E60 in communications • [+ DA/PD Conclusion](#)



CASE FILE — C6

## Damages & Remedies

Consolidated Recovery Framework — Compensatory, Treble, Punitive, Restitution, and Civil Rights Remedies. Tenant and family sustained financial, medical, psychological, and civil-rights harms from fraudulent eviction and related racketeering acts. This chapter lays out a multi-layered recovery strategy under federal and California law.

Documented Losses

**\$250k–\$400k**

Treble-Eligible (RICO/Unruh)

**Yes (statutory)**

Punitive Posture

**Malice / Fraud /  
Oppression**

Credit/Record Remedies

**Vacatur • Sealing •  
Disputes**

### Recovery Overview & Strategy

This framework stacks **compensatory** damages with **statutory multipliers** (RICO, Unruh/Bane, retaliation), **punitive damages** ( Civ. Code §3294 ), and **equitable relief** (restitution, constructive trust, accounting). It also includes **credit repair** remedies (vacatur, CRA disputes, CCRAA/UCL injunctions) and **attorney-fee** pathways (RICO, §1983, FEHA, Rosenthal, CCRAA).

RICO Treble ( 18 U.S.C. §1964(c) )

Retaliation ( Civ. Code §1942.5 )

Security Deposit Penalty ( §1950.5 )

Unruh/Bane ( §§52, 52.1 )

FEHA/ADA

Rosenthal FDCPA

FCRA / CCRAA

### Compensatory Damages (Economic & Non-Economic)

Category	Basis & Notes	Evidence Anchor	Estimate
Rental Payments	26 months of timely/tendered payments; eCheck (Apr 19, 2024); cashier's check (May 2024) concealed; duplicate demands.	Bank stmts; eCheck records; USPS cert.; texts	\$130,000+
Security Deposit	Wrongfully withheld contrary to Civ. Code §1950.5 ; itemization defects; post-eviction concealment.	Lease; move-in condition; itemization; demand letters	\$5,350 (×2 bad-faith penalty potential)
Relocation & Property Loss	Emergency housing; moving/storage; discarded possessions; studio decommissioned.	Receipts; photos; inventory; witness stmts	\$50,000+
Medical Expenses	Cardiac monitoring; arrhythmia treatment; psychiatry/therapy; medication adverse reactions.	Medical bills; MD letters; Rx logs	\$25,000+
Lost Use/Enjoyment	Habitability interference (mold, repairs) & displacement; loss of quiet enjoyment.	Photos; inspector notes; emails	\$40,000+
Credit & Future Housing	Eviction record; score drop; rental disqualifications; elevated deposits/interest.	Credit reports; denial letters	\$15,000–\$50,000
Emotional Distress	PTSD, anxiety, marital destabilization; \$5150 self-risk noted; sleep loss.	Therapy notes; declarations	\$50,000–\$150,000

**Subtotal  
(Compensatory)****\$250,000–  
\$400,000**

Prejudgment interest: Civ. Code §3287 (liquidated sums), §3288 (tort). Add court costs.

**Statutory Enhancers & Fee Shifts**

- **RICO Trebles** — 18 U.S.C. §1964(c) : treble actual damages + attorney's fees.
- **Unruh / Bane** — Civ. Code §52, 52.1 : actual damages and up to 3× actual; statutory minimums in certain contexts; attorney's fees.
- **Retaliation** — Civ. Code §1942.5 : actual + punitive + civil penalty (up to \$2,000 per act).
- **Security Deposit** — §1950.5 : up to 2× deposit for bad faith retention.
- **FEHA** — Gov. Code §12965(b) : emotional distress, punitive (if malice/oppression), attorney's fees.
- **ADA/Unruh**: ADA (injunctive + fees); Unruh converts ADA violations to damages.
- **Rosenthal FDCPA** — Civ. Code §1788.17 : actual + statutory (up to \$1,000 per plaintiff) + fees.
- **FCRA** — 15 U.S.C. §§1681n, 1681o : actual or statutory (\$100–\$1,000) + punitive (willful) + fees. (Private injunctive relief is limited; use CCRAA/UCL for injunctions.)
- **CCRAA** — Civ. Code §1785.31 : actual + punitive

**Punitive Damages ( Civ. Code §3294 )**

- **Standard**: Malice, fraud, or oppression.
- **Basis**: Lease forgery; diversion of payments; \$20,000 threat; 3-day notice post-tender; counterfeit branding.
- **Factors**: Reprehensibility; concealment; vulnerability (elder/medical); repeated conduct; ability to pay.
- **Range**: Often modeled as a multiple of compensatory; constitutional guideposts apply.

**Trial Note:** Seek net-worth discovery early to size punitive ceiling; preserve brand misuse for jury impact.

**Restitution & Equitable Relief**

- **Restitution**: Return of misappropriated rent and deposit; disgorgement (UCL).
- **Constructive Trust** over diverted funds and ill-gotten gains.
- **Accounting** of payments received/withheld.
- **Cancellation/Rescission** of forged/void instruments.
- **Declaratory & Injunctive Relief** (UCL/CCRAA): stop further reporting/collection; bar repeat conduct.


Pair equitable claims with damages counts to prevent a "no adequate remedy at law" attack.



C9 - Charge Matrix by Actor — Updated 08/18/2025

Charge Introduction • Bank-Instrument Enhancements, Risk & Exposure

Alleged counts mapped by actor, jurisdiction, statute, penalty (time), and civil exposure. This version upgrades all mail/wire fraud tied to bank instruments (cashier’s check, eCheck, deposits, prepaid rent, invoices) to the enhanced federal penalty tier.

 **Bank-Instrument Mail & Wire Fraud — Enhanced Federal Penalties**

18 U.S.C. §§ 1341 / 1343 — when a financial institution or bank instrument is implicated (e.g., cashier’s check \$4,388.48; eCheck \$5,000; security deposit \$5,350; prepaid July rent).

**Penalty:** Up to **30 years** imprisonment + up to **\$1,000,000 fine per count** (upgraded from 20 yrs / \$250k).

**Counts impacted:** Rows for Tran, Le, and Silverstein (mail/wire) are upgraded below.

Why They Settle (One-Glance)

**Mail/Wire Fraud (Bank Instruments)**  
12+ counts • 30 yrs & \$1M each  
18 U.S.C. §§1341/1343

Forgery / False Evidence

7+ counts • State prison  
PC §470; PC §§132-134

Extortion & Retaliation

5+ acts • Civil multiples  
PC §§518/523; Civ. Code §1942.5

Civil Exposure (Global)

≈ **\$1,000,000**

Baseline compensatory (rent/deposit/relocation/medical, credit, studio/office). Trebles & punitive handled in C7.

Criminal Exposure (Fines & Time)

≈ **\$12,000,000+**

Baseline aggregation of fines; bank-instrument enhancement raises the ceiling to ≈ \$20,000,000+.

Settlement Risk (Global)

≈ **\$13,000,000+ (baseline)**

Combined civil + criminal. Enhanced ceiling: ≈ \$20,000,000+ with bank-instrument counts.

Damages (Baseline)

Civil compensatory ≈ \$250k–\$400k → 3× \$750k–\$1.2M → 5× \$1.25M–\$2M (+ punitive potential \$1M+).  
Criminal ranges (reference): Mail/Wire (bank instrument) up to 30 yrs & \$1M/ct • Extortion 2–4 yrs • Forgery up to 3 yrs • Elder Abuse up to 4 yrs • Perjury/False Evidence 2–4 yrs.

Total Alleged Counts (C8 aggregation)

Criminal predicates: 40 • Civil/Reg/Admin: 160 • Grand total: 200 + 25 new charges (08/18/2025).

Actor Matrix — Jurisdiction • Statute • Count • Penalty • Civil Exposure • Refs

Filters: Actor: All Jurisdiction: All Federal California Penal California Civil Regulatory/Admin

Actor	Jurisdiction	Statute	Alleged Count	Penalty / Time (Criminal)	Civil Exposure (per count)	Refs
Phat K. Tran (Owner)	Federal	18 U.S.C. §1341 — Mail Fraud (bank instrument)	3	Up to 30 yrs; up to \$1M fine (per)	\$25k–\$150k base → 3×/5×	C8-1:1–5
Phat K. Tran (Owner)	Federal	18 U.S.C. §1343 — Wire Fraud (bank instrument)	4	Up to 30 yrs; up to \$1M fine (per)	\$25k–\$150k base → 3×/5×	C8-1:6–10
				2–4 yrs; fines;	\$15k–\$75k base →	

Phat K. Tran (Owner)	California Penal	PC §518 — Extortion	4	restitution	3x/5x	C8-1:11–15
Phat K. Tran (Owner)	California Penal	PC §487 — Grand Theft	2	Felony alt: up to 3 yrs; restitution	\$10k–\$50k base → 3x/5x	C8-2:31–35
Phat K. Tran (Owner)	California Penal	PC §470 — Forgery	2	Felony alt: up to 3 yrs; restitution	\$10k–\$40k base → 3x/5x	C8-1:16–19
Phat K. Tran (Owner)	California Penal	PC §368 — Elder Abuse	1	Up to 4 yrs; enhancements possible	\$25k–\$100k base → 3x/5x	C8-1:20
Phat K. Tran (Owner)	California Penal	PC §245 — ADW	1	Up to 4 yrs	\$25k–\$100k base → 3x/5x	C8-1:23
Phat K. Tran (Owner)	California Civil	Civ. Code §1942.5 — Retaliation	2	—	\$10k–\$50k base → 3x/5x	C8-2:44; C8-3:68
Phat K. Tran (Owner)	California Civil	Civ. Code §§1500–1504 — Tender Rule	2	—	\$10k–\$50k base → 3x/5x	C8-6:141
Phat K. Tran (Owner)	California Civil	B&P §17200 — UCL	5	—	Restitution + \$2,500/violation	C8-3:61–65; C8-6:136–140
Hanson Le (Agent)	Federal	18 U.S.C. §1343 — Wire Fraud (bank instrument)	2	<b>Up to 30 yrs; up to \$1M fine (per)</b>	\$25k–\$150k base → 3x/5x	C8-1:6–10
Hanson Le (Agent)	California Penal	PC §470 — Forgery (altered lease stream)	1	Felony alt: up to 3 yrs	\$10k–\$40k base → 3x/5x	C8-1:16–19
Hanson Le (Agent)	Regulatory/Admin	B&P §10145 — Trust Funds; 10 CCR §2830	2	Admin discipline; fines	Restitution as ordered	C8-3:71–73
Anna Ly (Listing/Extensions)	California Penal	PC §518 — Extortion (\$500 early-pay threat)	1	2–4 yrs; fines; restitution	\$10k–\$40k base → 3x/5x	C8-1:11





## DA RICO Examination — Q&A Packet (C7/C8)

125 prosecutorial questions across 5 actors • Each item includes statutes, precedent, penalties, and restitution ranges. Local-only autosave; export to JSON for record.











**Q23** Did Berkshire profit from franchise fees while tenants were defrauded?

**Q24** Do you admit denial-in-letter + continued profits made Berkshire part of the enterprise?

### Phat K. Tran (Owner)

• Criminal ceiling ≈ 200 yrs + \$7M fines

• Civil exposure: \$1.5M–\$7.5M+ (treble + punitive)

**Q1** Did you accept June rent and still authorize a 3-day notice?

**Q2** Did you receive a USPS cashier's check payable to Berkshire and conceal or fail to deposit it?

**Q3** Did you convert July eCheck into a paper check and mail it back to create a "late" narrative?

**Q4** Did you present that returned check in court as proof of nonpayment?

**Q5** Did you authorize a \$500 early-payment threat via your daughter?

**Q6** Did you tell the tenant "I have bills to pay right now" while demanding funds?

**Q7** Did you cause a pickup truck confrontation and drone surveillance?

**Q8** Did you submit a 13-month lease when a 12-month was in force?

**Q9** Did you portray tenants as "new applicants" despite "paid into the third year" text?

**Q10** Did you pursue a 3-day eviction knowing elder/disabled status?

**Q11** Did you proceed immediately after mold complaints?

**Q12** Did you retain a deposit exceeding \$5,000 without accounting?

**Q13** Did you keep the \$350 overpayment for the dishwasher?

**Q14** Did you re-list at \$7,500 right after eviction?

**Q15** Did you or affiliates remove exterior camera prior to eviction?

**Q16** Did you mislead your attorney about payment status?

**Q17** Did you authorize filings under Berkshire branding to imply agency?

**Q18** Do you admit the pattern meets RICO (mail/wire/extortion/forgery/perjury)?

**Q19** Did you coordinate with Hanson Le to conceal payments and agent status?

**Q20** Did you induce Silverstein to submit false pleadings?

**Q21** Did you suppress Surf City mold findings while alleging pet damage?

**Q22** Did you ignore DocuSign metadata proving continuity to May 2024?

**Q23** Did you obstruct USPS tracking/notice by mail-back ploy?

**Q24** Did you reject immediate Wells Fargo meet-up to transfer funds (good faith offer)?

**Q25** Do you concede the objective: erase tenancy history, seize deposit, raise rent?

### Hanson Le (Agent)

• Predicates: wire/mail fraud, forgery, trust-fund violations

• Licensure: B&P §10145 / §10148 duties

**Q1** Did you receive rent "for Berkshire" and text that you transferred the money?

**Q2** Did you resign via text saying you no longer represented either party?

**Q3** Did you continue to appear in contract streams after resignation?

**Q4** Did you intercept certified mail addressed to "Manager"?

**Q5** Did you conceal a cashier's check intended for deposit?

**Q6** Did you invoke the Fifth Amendment when asked about funds?

Q7 Did you circulate a 13-month AuthenticSign lease contrary to prior terms?

Q9 Did you threaten eviction if tenants refused "your contract"?

Q11 Did you fail to disclose resignation to the court and corporate?

Q13 Did you accept rent while lacking authority to act?

Q15 Did you appear in DocuSign metadata post-resignation?

Q17 Did you coordinate with Silverstein to proceed after tender?

Q19 Do you admit your conduct forms wire/mail fraud predicates under RICO?

Q21 Did you ignore ADA/FEHA implications while pressing eviction?

Q23 Did you participate in re-listing strategy at \$7,500 after eviction?

Q25 Do you acknowledge your role within the enterprise as described in C7/C8?

and contracts?

Q8 Did you instruct "just keep paying the owner," contrary to the written contract?

Q10 Did you assist Tran in labeling rent "late" despite your receipt?

Q12 Did you mishandle trust funds off-book?

Q14 Did you suppress tenant's FedEx fraud notice to corporate?

Q16 Did you enable counterfeit branding in court filings?

Q18 Did you personally benefit from diverted funds or increased rent?

Q20 Did you conceal mold results from Berkshire and the court?

Q22 Did you keep deposit continuity out of "new contract" paperwork?

Q24 Did you advise returning July check to create a false nonpayment record?

#### Anna Ly (Listing / Extensions)

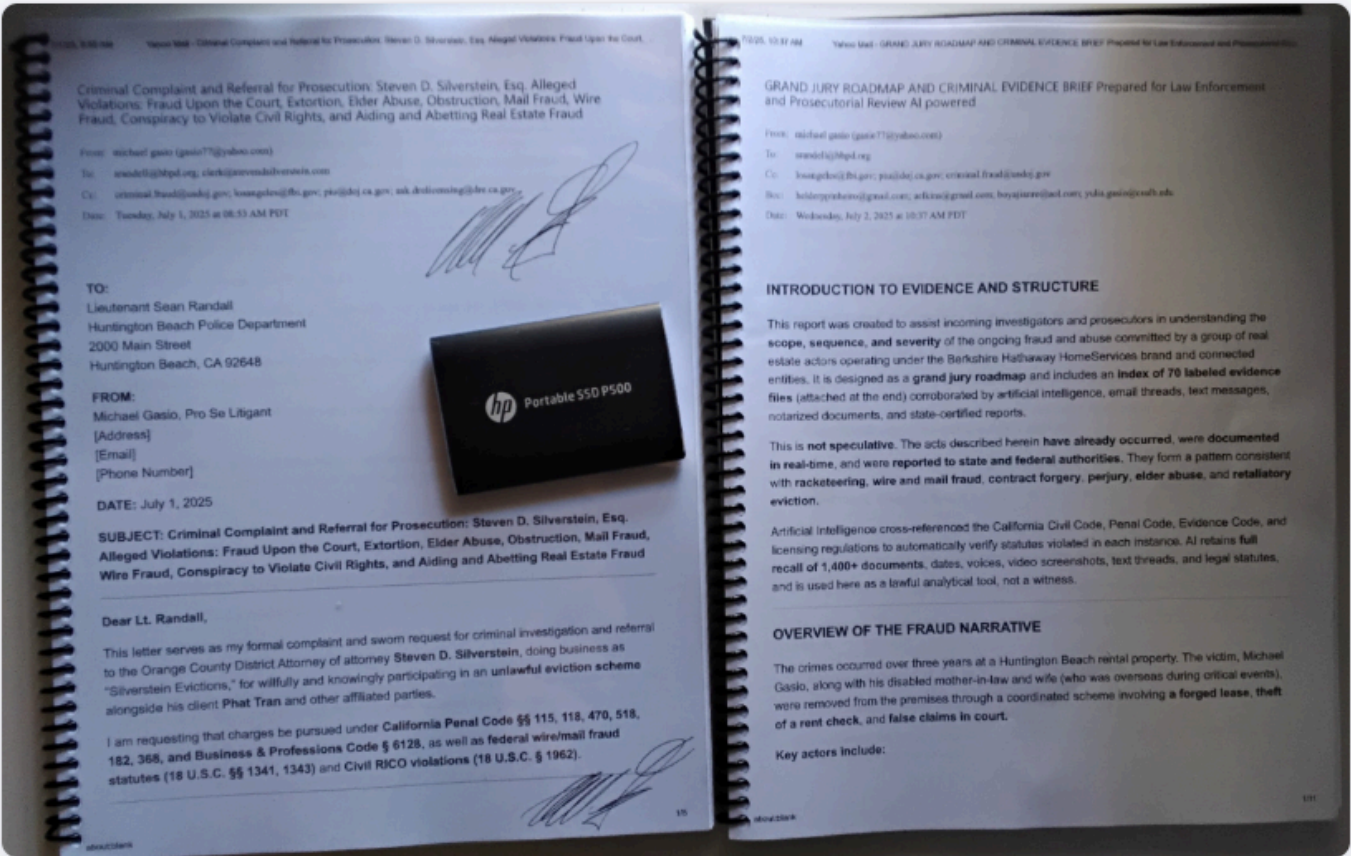
• Predicates: false ads, extortion, conspiracy

• Tie-ins: DocuSign continuity, mold timeline



Exposure & Settlement Signal — Prosecutor/Law-Firm Read

Planned, coordinated conduct; evidence delivered to HBPD & OCDA. This is the charging/settlement snapshot.



Delivered: HBPD (Lt. Sean Randall)

Delivered: OCDA / Prosecutorial Intake

Referral Dates: Jul 1–2, 2025

Evidence: 1,400+ artifacts

Grand Jury Roadmap Included

Top-Line Exposure

BASE CIVIL CLAIM	RICO TREBLE (18 U.S.C. §1964(C))	MID-LINE SETTLEMENT TARGET
<b>\$2,064,120</b>	<b>≈ \$6,192,360</b>	<b>**\$48,000,000**</b>
PER 02/27 DEMAND PACKAGE	PLUS ATTORNEY'S FEES & COSTS (MANDATORY)	REFLECTS PLANNED-CONDUCT PATTERN + PUNITIVES/PENALTIES RISK

Settlement Bands (Business Reality)

CONSERVATIVE BAND	MID-LINE (TARGET)	FULL EXPOSURE CASE
<b>\$12M–\$24M</b>	<b>\$48M</b>	<b>\$70M+</b>
TREBLE + FEES + SELECT STATE PENALTIES; LIMITED PUNITIVES	PATTERN, LICENSE EXPOSURE, UCL RELIEF, ELDER IMPACT	COUNT STACKING + PUNITIVE AMPLIFICATION + RESTITUTIONARY UCL

Charging Roadmap (Counts & Maxima)

Charge	Statute	Alleged Counts	Max Penalty
Wire Fraud	18 U.S.C. §1343	30+	Up to 20 yrs / count
Mail Fraud	18 U.S.C. §1341	1+	Up to 20 yrs / count

Bank Fraud / Instrument	18 U.S.C. §1344	TBD	Up to 30 yrs / count
RICO / Conspiracy	18 U.S.C. §§1962, 1964; §371	TBD	Treble damages; up to 5 yrs (371)
Forgery / Grand Theft / Extortion (CA)	PC 470 / 487 / 518–520	TBD	Felony wobblers (3–4 yrs each)
Elder/Disabled Victim (CA)	PC 368	TBD	Enhancements; civil fee shifting
Unlawful Eviction / Rent Control	Civ. Code 1940–1942.5, 1947.12	TBD	Statutory penalties + fees
UCL (Unfair Competition)	B&P §17200	Enterprise-wide	Restitution + injunction
DRE Licensing Exposure	B&P §§10176–10177	Agents/Franchise	Discipline / revocation risk

### Pattern Markers (Planned Conduct)

- **Instrument manipulation:** conflicting “renewal vs new” posture to erase tenancy continuity, deposits, and wear-and-tear credits.
- **Funds trail:** tender/acceptance, concealment/return ploys; eCheck conversion irregularities; partial value accepted (appliance/lease performance).
- **Process abuse:** 3-day notice after tender; agent resignation on record; false statements to court.
- **Enterprise cover:** franchise buffering; complaint interception; license-risk behavior ignored.

### Evidence Inventory (High Level)

- **Leases/renewals:** including conflicting terms and date controls.
- **Bank artifacts:** eCheck/cashier records, statements, return logs.
- **Comms:** emails, certified mail receipts, agent texts (payment received / resignation).
- **Official:** city inspection (mold/habitability), police contacts, sworn filings.
- **Media/Index:** photos/video, timeline matrices, charge cards, grand jury roadmap.
- **Total corpus:** 1,400+ curated exhibits.

### Immediate Actions Requested

- Subpoena franchise/agent back-office systems for renewal & collection windows; preserve devices.
- Pull bank ingestion/return logs for July eCheck & cashier flows; secure custodian declarations.
- Open criminal review (mail/wire/bank fraud; forgery; extortion; elder/disabled); parallel-track civil RICO and UCL injunctive relief.





