

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.

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From: michael gasio (gasio77@yahoo.com)

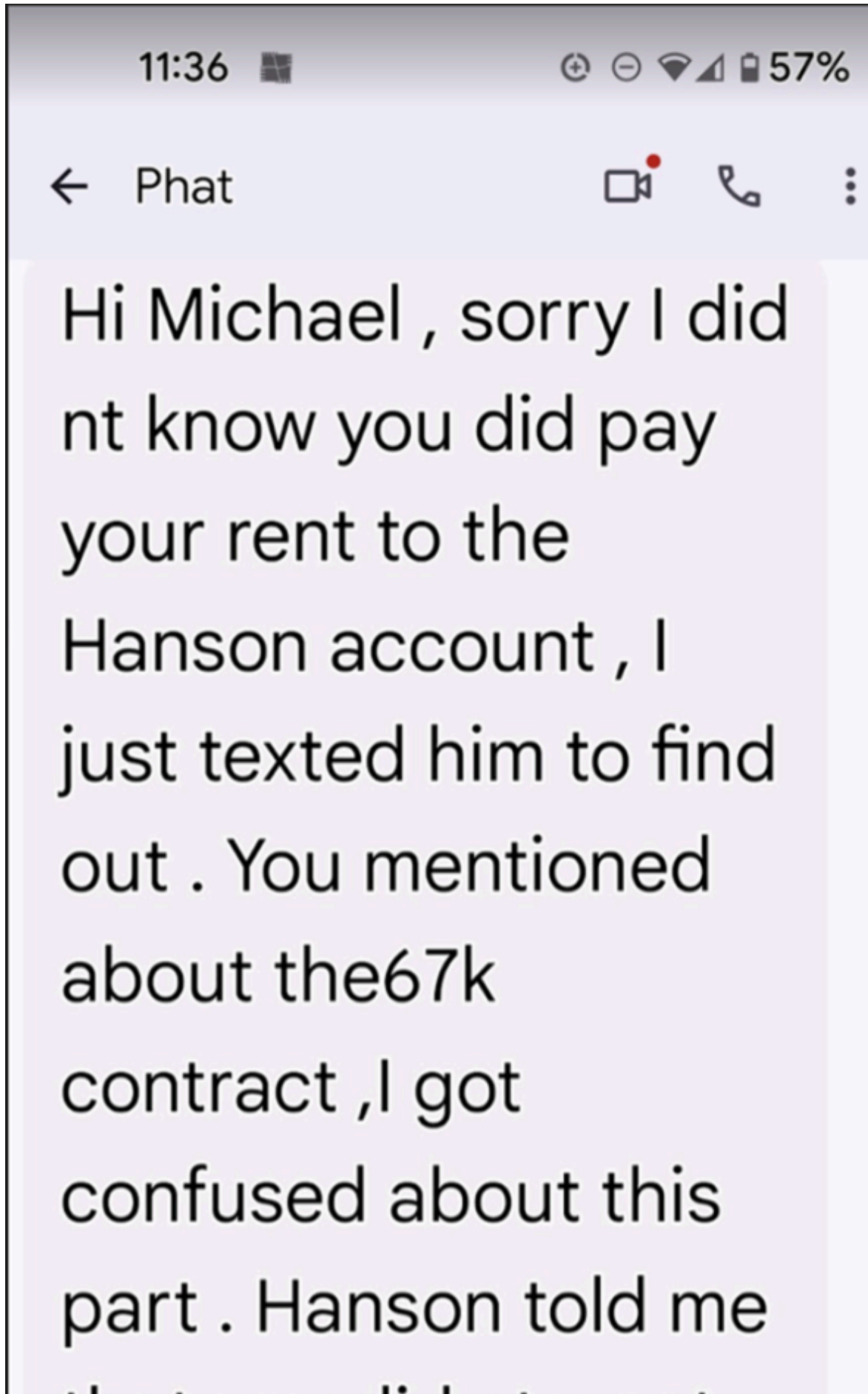
To: hansonle@bhhscaprops.com; hnguyen2@fbi.gov; angiemsandoval@gmail.com; legal@hsfranchise.com; losangeles@fbi.gov; kyphat@yahoo.com; srandell@hbpd.org; clerk@stevensilverstein.com; lymyhoa@yahoo.com; piu@doj.ca.gov; richardrosiak@yahoo.com; daooffice@ocda.org; criminal.fraud@usdoj.gov; dre.commissioner@dre.ca.gov;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

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

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## INTERROGATORY — DEFENDANT: PHAT TRAN



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

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## 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)?
  - 
  - Were you aware this payment was for **June 2024 rent—the first month under the renewed lease agreement**, signed by all parties, including you?
  - 
  - If the check was returned to you, explain the authority under which you possessed a check **not addressed to you personally**.
  -

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

- 
- If so, did he inform you of its delivery or possession?
- 
- Provide all records of your communication with Mr. Le during that period.
- 

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?

**D. PAYMENT:**

- (1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to \_\_\_\_\_, ☐ wire/electronic payment 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.

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

Screenshot 2025-05-27 170549.png

So I can provide you my bank account number to transfer monthly rent to me instead of to the owner.

Thank you Mr Gasio!

Wells fargo

You do not show the \$6,000 deposit the \$1,000 for the pet the \$350 for the keys on the contract will we be receiving that back or getting credit in writing

Section 13 does not show that

4.


**ExE — Lease Agreement Naming Hanson Le as Payee****• Linked Charges:**

- C-010 Tender = Performance
- C-006 Fraud on the Court / Candor

**• Statutes:**

- CA Civ. Code §§1500–1504 (Tender = Performance)
- CRPC 3.3, 3.5; B&P §6068(d) (Candor / false filing)

Authentign ID: 40C8725-F703-EF11-96F5-6045B0D6E161

 CALIFORNIA ASSOCIATION OF REALTORS®

**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT**  
(C.A.R. Form RLMM, Revised 12/23)

Date 04/26/2024, Michael Andrew Gasio, Yulia Gasio ("Tenant")  
and Phat Ky Tran Rental Property Owner ("RPO"), Authorized  
Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

**1. PROPERTY:**

**A.** Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as:  
19235 Brynn Ct, Huntington Beach, CA 92648 ("Premises").

**B.** The Premises are for the sole use as a personal residence by the following named person(s) only: Michael Andrew Gasio, Yulia Gasio and Tetyana Zvyagintseva only.  
Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or ☐ ) days without Housing Provider's written consent.

**C.** The following personal property, maintained pursuant to **paragraph 11**, is included:  
or ☐ (if checked) the personal property on the attached addendum is included.

**D.** The Premises may be subject to a local rent or eviction control ordinance, or both.

**2. TERM:** The term begins on (date) 06/01/2024 ("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 Housing Provider, 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 Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.

(Check A or B):

☐ **A. 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. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

☒ **B. Lease:** This Agreement shall terminate on (date) 06/30/2025 at 11 ☒ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Housing Provider 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) Housing Provider 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 Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

**3. RENT:** "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.

**A.** Tenant agrees to pay \$5,350.00 per month for the term of the Agreement.

**B.** Rent is payable in advance on the **1st** (or ☐ ) day of each calendar month, and is delinquent on the next day.

**C.** If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 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 \_\_\_\_\_, ☐ wire/electronic payment 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) \_\_\_\_\_

- New Middle Name Ky not AKA of 12 known



# AuthentiSIGN®



## Signing process previously accepted!

This message is letting you know that the Authentisign e-signature process has already been signed and accepted by you.

**Signing ID:** 46CC8725-F703-EF11-96F5-6045BDD68161

**Date:** 28.04.2024 05:36:07 PM PDT

[Get your own Authentisign subscription](#)

If you have any questions please contact the signing creator.

**Name:** Hanson Le

**Email:** hansonle@bhhsCAprops.com

**Phone:** 7145549989

### 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**?

WELLS FARGO

🔍

👤 Sign Off

👤 Welcome, MICHAEL

Accounts ▾

Brokerage

Transfer & Pay ▾

Plan & Learn ▾

Security & Support ▾

🏠 Account Summary

🖨️ Print

Wire Money - Details

To	Landlord United States ...9166
From	PREMIER CHECKING ...0732
Amount	\$5,000.00
Wire transfer fee	\$0.00
Total from account	\$5,000.00
Send on	04/19/2024
Deliver by	04/19/2024
Message to recipient's bank	New lease 24 one payment at 5000
Status	Completed
Confirmation number	OW00004382456864

Back to Wire Money

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

☐ ☒ Hanson Le

May 15

☆ RE: Can not change contract on your own

Michael: Please direct all of your contact directly with the owner. I don't have any fur...

Statutory Framework:

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



Posted Transactions			
⊕	06/28/24	WT SEQ239798 PHAT L TRAN /BNF=Phat Tran SRF# OW00004652829145 TRN#240628239798 RFB# OW00004652829145	\$5,350.00
⊕	04/19/24	WT SEQ140387 PHAT L TRAN /BNF=Phat Tran SRF# OW00004382456864 TRN#240419140387 RFB# OW00004382456864	\$5,000.00
⊕	03/20/24	WT SEQ#89675 PHAT L TRAN /BNF=Phat Tran SRF# OW00004277751179 TRN#240320089675 RFB# OW00004277751179	\$5,000.00
⊕	02/20/24	WT SEQ165518 PHAT L TRAN /BNF=Phat Tran SRF# OW00004175945596 TRN#240220165518 RFB# OW00004175945596	\$5,000.00
⊕	01/22/24	WT SEQ#76609 PHAT L TRAN /BNF=Phat Tran SRF# OW00004067477330 TRN#240122076609 RFB# OW00004067477330	\$5,000.00
⊕	12/19/23	WT SEQ#76628 PHAT L TRAN /BNF=Phat Tran SRF# OW00003959774782 TRN#231219076628 RFB# OW00003959774782	\$5,000.00
⊕	11/20/23	WT SEQ100278 PHAT L TRAN /BNF=Phat Tran SRF# OW00003856699927 TRN#231120100278 RFB# OW00003856699927	\$5,000.00
⊕	10/20/23	WT SEQ#60263 PHAT L TRAN /BNF=Phat Tran SRF# OW00003749595672 TRN#231020060263 RFB# OW00003749595672	\$5,000.00
⊕	09/20/23	WT SEQ#64077 PHAT L TRAN /BNF=Phat Tran SRF# OW00003645944872 TRN#230920064077 RFB# OW00003645944872	\$5,000.00
⊕	08/18/23	WT SEQ164891 PHAT L TRAN /BNF=Phat Tran SRF# OW00003536112847 TRN#230818164891 RFB# OW00003536112847	\$5,000.00
⊕	07/20/23	WT SEQ#22795 PHAT L TRAN /BNF=Phat Tran SRF# OW00003437296642 TRN#230720022795 RFB# OW00003437296642	\$5,000.00
⊕	06/20/23	WT SEQ201747 PHAT L TRAN /BNF=Phat Tran SRF# OW00003342316341 TRN#230620201747 RFB# OW00003342316341	\$5,000.00

- **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**.

WELLS FARGO

Sign Off

Welcome, MICHAEL

Accounts

Brokerage

Transfer & Pay

Plan & Learn

Security & Support

Account Summary

Print

Review Transfer

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

Message to recipient's bank

Unknown Contract for July payment 27 of 37 on contracts

Review carefully.

You can't cancel a transfer once it's submitted and its status changes to pending.

Before you send a wire, make sure your recipient is a person or business you trust, and verify all instructions and contact info are accurate.

If any information is incorrect, you could lose the transfer amount.

### 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

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**.

about:blank

10/24

This is to prove his innocence for a CCW in California. He was reckless and endangered me in a motor vehicle driving on my lawn as to strike me...

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)396-2044

PHAT L. K. TRAN

- What kind of a **shyster Lawyer** does not tell his client this is a Berkshires debit to collect not yours anymore?

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?

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

**DEPARTMENT OF REAL ESTATE**320 W. 4TH STREET, SUITE 350  
LOS ANGELES, CA 90013-1105  
(213) 620-2072

June 12, 2024

YULIA GASIO  
19235 BRYNN CT  
HUNTINGTON BEACH, CA 92648Re: DRE # 1-24-0513-010  
Anna Ly

Dear Yulia Gasio:

Your real estate complaint regarding the above-named individual has been assigned to Real Estate Special Investigator **Tom Nguyen** for review and appropriate action.

The Department cannot act as a court of law. We cannot give legal advice; interpret, enforce, or cancel contracts; award damages; order that monies be refunded, etc. Since we cannot give legal advice or act as your attorney, we suggest that you contact an outside legal counsel of your choice if you have this type of need.

To assist our handling of this matter, please address future correspondence, including our above referenced file number, to the attention of Tom Nguyen, who can also be reached at (213) 576-6976.

Sincerely,

Kathy Bolivar  
Office Technician  
Los Angeles Enforcement Office

KMB

**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?

•

Live the beach life in Huntington Beach city 31+

Entire home in Huntington Beach, California  
7 guests · 3 bedrooms · 5 beds · 2.5 baths  
★ 2 reviews

Hosted by Vui  
7 years hosting

**Amenities for everyday living**  
The host has equipped this place for long stays—kitchen, washer, dryer, and free parking included.

**Self check-in**  
Check yourself in with the keypad.

**Free cancellation for 48 hours**  
Get a full refund if you change your mind.

**\$7,786 monthly**  
CHECK IN: 11/1/2025  
CHECK OUT: 12/3/2025  
GUESTS: 1 guest

**Reserve**  
You won't be charged yet

[Report this listing](#)

Spacious 2000 Sq'ft Home in Huntington Beach City.  
This beautiful home features 3 comfortable bedrooms plus 2 sofa beds and 2.5

## 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?



**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.





HUNTINGTON BEACH  
6771 WARNER AVE  
HUNTINGTON BEACH, CA 92647-9998  
(800) 275-8777

05/28/2024

03:41 PM

Product	Qty	Unit Price	Price
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USPS Grnd Advtg	1		\$8.95
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Irvine, CA 92612

Weight: 1 lb 2.10 oz

Estimated Delivery Date

Thu 05/30/2024

Tracking #:

9534 9148 8276 4149 9359 06

Insurance \$0.00

Up to \$100.00 included

Signature \$4.15

Confirm

Total			\$13.10
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USPS Grnd Advtg	1		\$8.20
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Burbank, CA 91505

Weight: 1 lb 00.00 oz

Estimated Delivery Date

Thu 05/30/2024

Tracking #:

9534 9148 8276 4149 9359 20

Insurance \$0.00

Up to \$100.00 included

Signature \$4.15

Confirm

Total			\$12.35
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USPS Grnd Advtg	1		\$8.95
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Huntington Beach, CA 92649

Weight: 1 lb 2.70 oz

Estimated Delivery Date

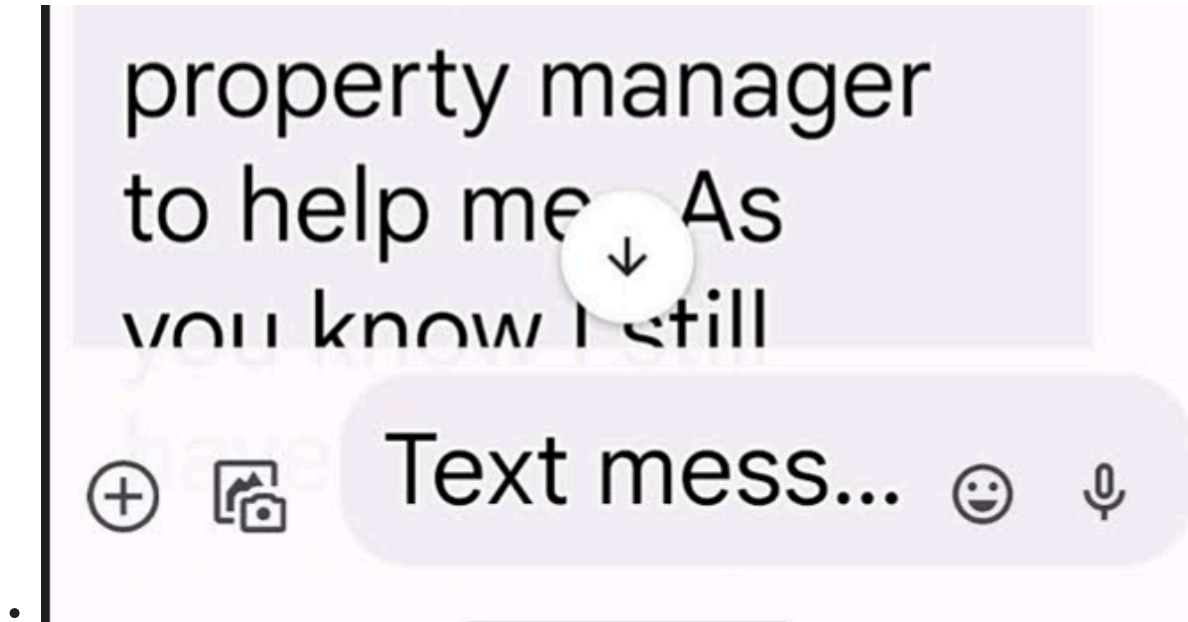
Thu 05/30/2024

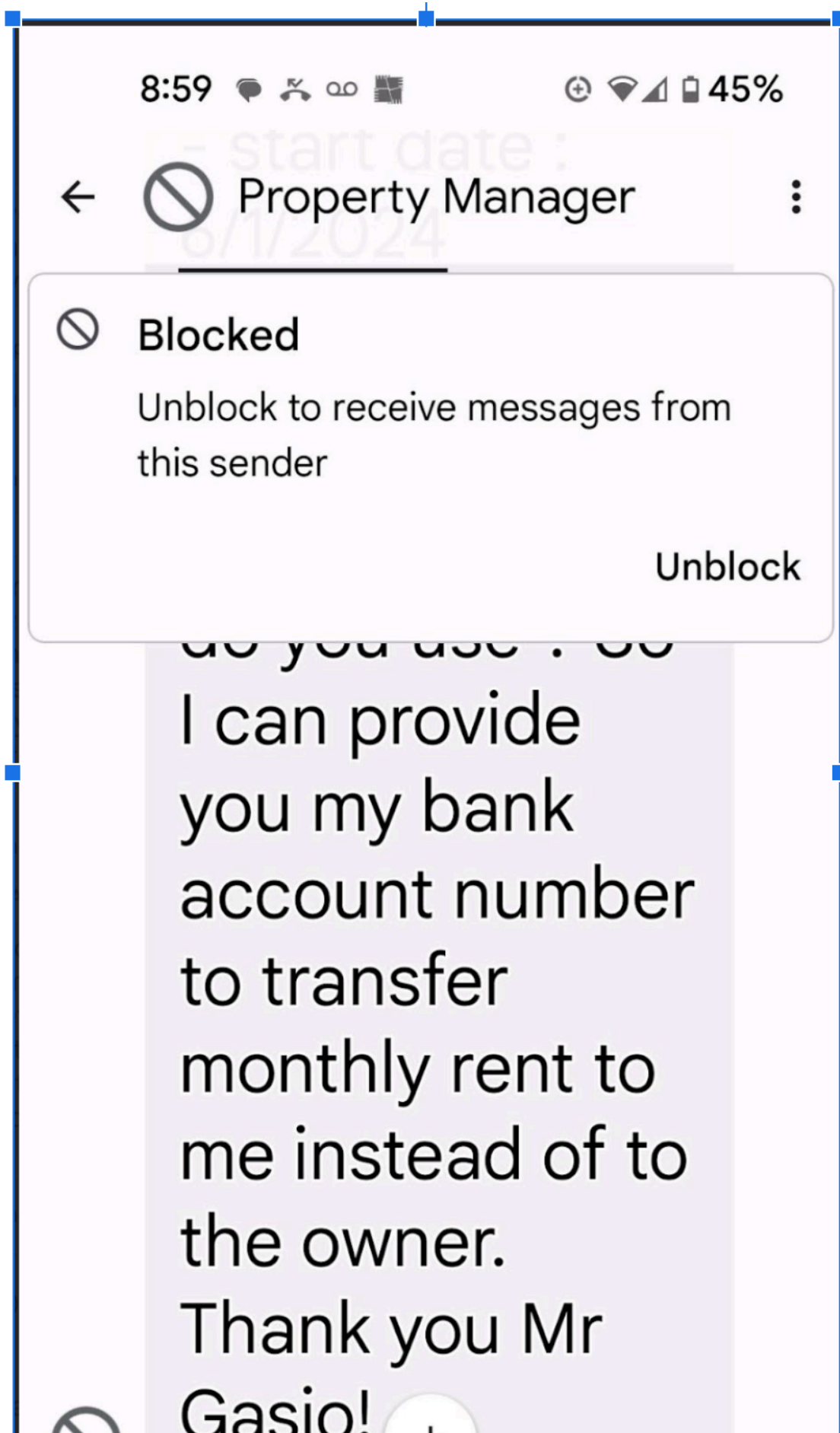
Tracking #:

9534 9148 8276 4149 9359 44	
Insurance	\$0.00
Up to \$100.00 included	
Signature	\$4.15
Confirm	
Total	\$13.10
USPS Grnd Advtg 1	\$8.95
Huntington Beach, CA 92648	
Weight: 1 lb 2.00 oz	
Estimated Delivery Date	
Thu 05/30/2024	
Tracking #:	
9534 9148 8276 4149 9359 68	
Insurance	\$0.00
Up to \$100.00 included	
Signature	\$4.15
Confirm	
Total	\$13.10
Grand Total:	\$51.65

- **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.

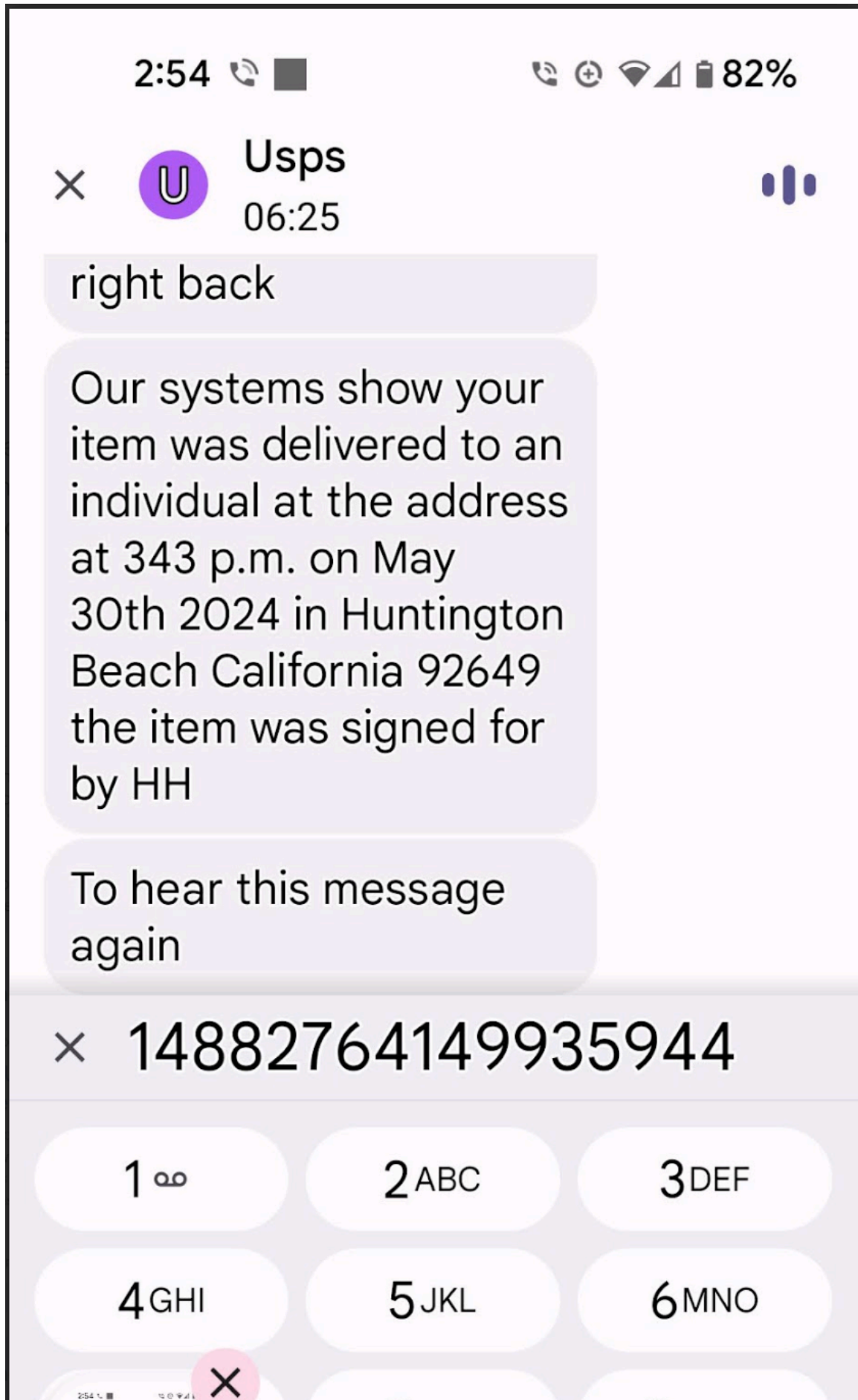


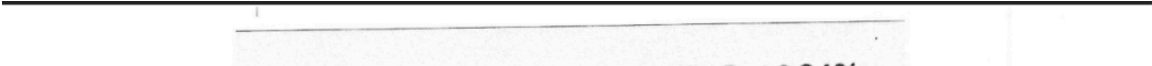












- 
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**Hanson Le**  
From: hansonle@bhhscaprops.com  
To: 'michael gasio'

Michael:

Please direct all of your contact directly with the owner. I don't have any further involvement with you or the owner.

With kindest regards,

**Hanson Le**  
Realtor, Broker Associate  
DRE Lic. # 01358448  
*A Name & A Company You Can Trust...*



**BERKSHIRE HATHAWAY**  
HomeServices  
California Properties

Tel: (714) 720-5447  
Email: hansonle@bhhsCAprops.com  
Office Address: 5848 Edinger Ave, Huntington Beach, CA 92649

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
Constructive Eviction & Retaliation	Civ. Code § 1942.5	Civil	Full damages + reinstatement

Charge	Statute	Classification	Exposure
RICO Predicate Acts	18 U.S.C. § 1961-68	Federal Felony	20 years per act, treble damages

# The Ranger