

Phat Tran Fraud on the court dog pee bad smell replaced all floors had a relative do it better this way

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Date: Sunday, August 24, 2025 at 06:33 PM PDT



Criminal Allegation Brief: Fraudulent Carpet Replacement Claim

Re: People v. Phat Tran & Steven D. Silverstein, Esq.

Submitted by: Michael Gasio

Location: Superior Court of California – Orange County

Date of Incident: As referenced during eviction proceedings in 2024

Matter: Falsified damage claim regarding carpet and elder intimidation under oath



Direct Legal Questions to Dr. Phat K. Tran:

1. **Dr. Tran**, how did it feel to stand before a judge and claim—under oath—that two senior citizens who had occupied your property for “just one month” caused over \$20,000 in damage to “carpet” that doesn’t exist downstairs?
 2. You and your attorney, **Steven D. Silverstein**, introduced a move-out damage document stating the carpet was soiled by pets, requiring complete replacement. **Why did you fail to disclose that no carpet existed on the lower level of the property**, and that the only carpeted area was the stairwell?
 3. How do you justify charging for **15 hours of labor** for carpet removal and replacement, when in reality, a standard stair runner can be stripped and reinstalled by a handyman in under **90 minutes** using **pre-nailed tack strips** and stretch-fit tools?
 4. You were aware that the tenants had been in residence for **over two years** and that the alleged “dog damage” was **never cited** in writing until the day of forced removal. Was this an effort to:
 - Manufacture a **false basis to retain security deposits**?
 - Create a **paper trail to defraud the court**?
 - Misrepresent material facts as part of a broader **pattern of property-based financial fraud**?
 5. And most critically—**was this document submitted by your attorney with knowledge of its falsity**, thereby implicating him in **conspiracy to commit fraud upon the court**?
-



Potential Criminal Statutes Violated:

- **California Penal Code § 115** – Filing a false document with a public office (Felony)
- **California Penal Code § 118** – Perjury (Felony, up to 4 years)
- **California Penal Code § 487(a)** – Grand Theft by False Pretenses
- **California Civil Code § 1942.5** – Retaliatory Eviction/Claim
- **California Penal Code § 368(d)(e)** – Elder Financial Abuse (Felony, enhancement-eligible)
- **California Business & Professions Code § 6128** – Attorney Deceit or Collusion
- **Federal Mail/Wire Fraud Statutes** – if the documentation was sent via USPS or email (18 U.S. Code § 1341 / § 1343)



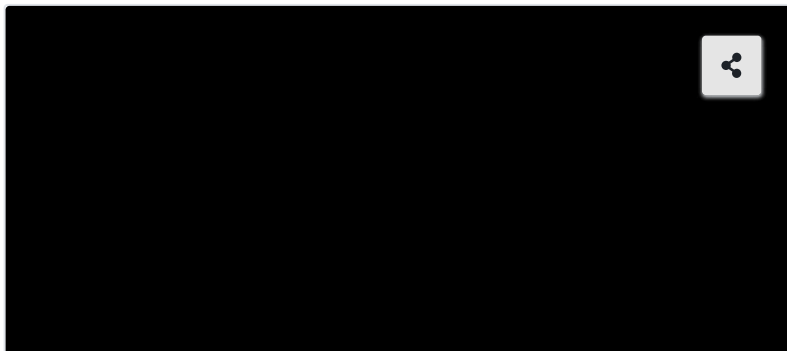
Summary Statement for Investigators or Legal Counsel

The introduction of a knowingly **false move-out damage statement** claiming pet damage to **nonexistent carpet**, accompanied by inflated labor charges and used to **justify financial penalties against senior tenants**, constitutes a **calculated act of fraud**. Submitted through a licensed attorney who had access to the property details, this act appears to be **collusion** and potentially part of a larger pattern of **civil RICO-eligible behavior**.

The falsity is **easily disproved** via photographic evidence of flooring, inspection reports, and lease duration history.

This charge joins a broader evidence packet currently exceeding **290 counts**, publicly documented at:

[OC Legal Portal — Counsel Handoff](#)



OC Legal Portal — Counsel Handoff

(case folders: *Eviction Fraud*, *Real Estate Conversion*, *Bank Instrument Interference*)

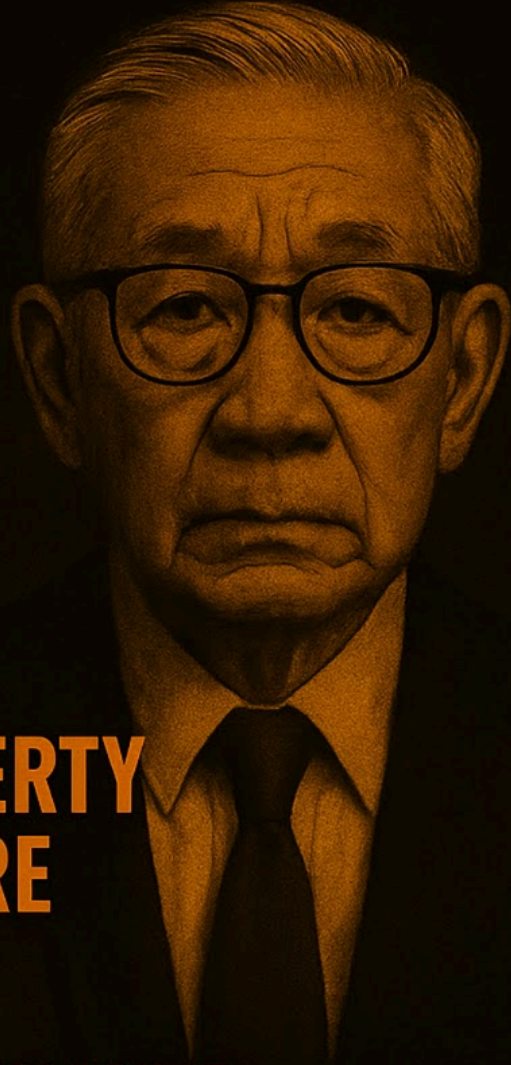
PHAT TRAN

**WHEN DID YOU
FIRST NOTIFY
TENANTS RENT
WAS TO RAISE?
CA CIVIL CODE 827(B)**

**WHEN DID YOU
FIRST NOTIFY
TENANTS PROPERTY
MANAGERS WERE
SWITCHING?**

**DID YOU TELL TENANTS
YOU WANTED TO KEEP THEM?**

**DID YOU COMMUNICATE WITH
HANSON LE WHILE HE WAS IN
EUROPE TO DISCUSS THE STATE**



**EUROPE TO DISCUSS THE STATE
OF THE PROPERTY?**

THE SETUP

Judge, my client
has been horribly
wronged.

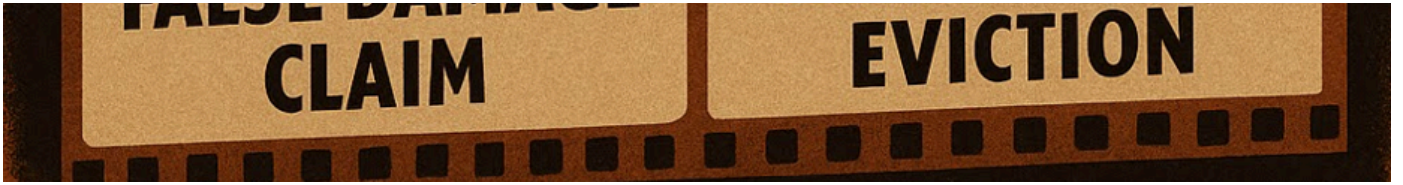
**STEVEN
SILVERSTEIN**

**PHAT
TRAN**

SETTING THE STAGE

FALSE DAMAGE

RETALIATORY



**I OPENED THE LEASE I SENT
THE LEASE EXTENSION I
CLOSED THE LEASE**



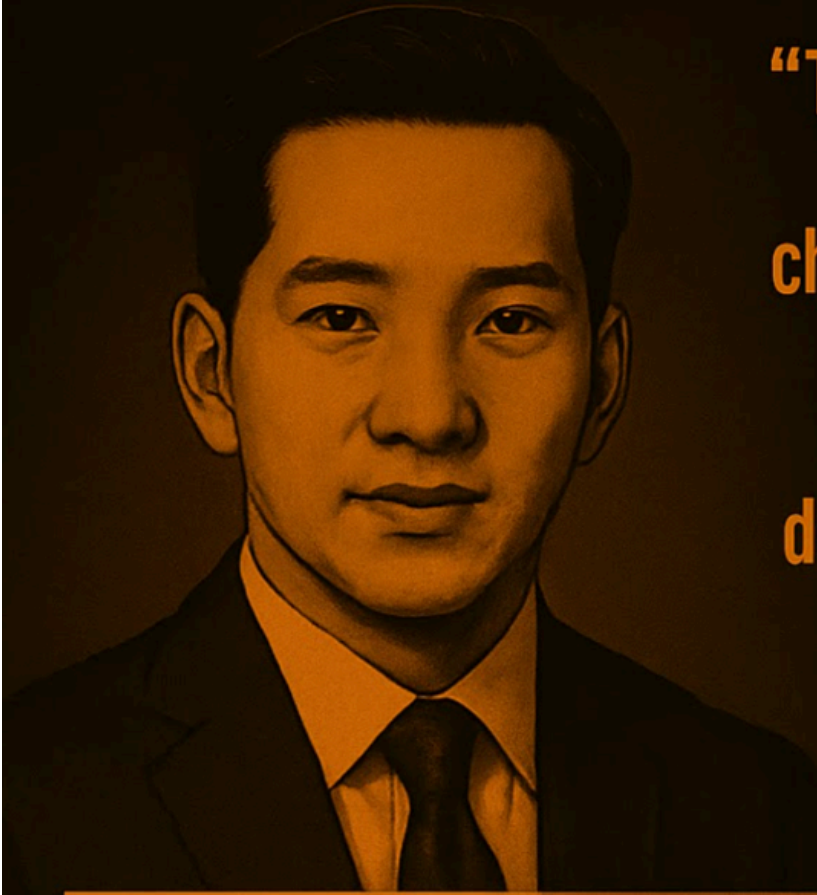
**ANNA LY
WIRE FRAUD**

- ANNA, DID YOUR SISTER INTRODUCE YOU TO HANSON LE
- DID YOU WRITE TENANTS MOVED IN 2022?
- DID YOU WRITE RENT IS \$5,000 PER MONTH?
- DID YOU WRITE CARPET WAS URINATED ON SO BADLY

• DID YOU WRITE CARPET WAS URINATED ON SO BADLY
NONE WAS SAVABLE?

WIRE FRAUD

18 U.S. CODE § 1343



“Thanks for the May payment. We changed our minds. After speaking with the owner, w’e decided May doesn’t count.”

HANSON LE

KEY STATEMENT

- Knowingly accepted funds under terms not honored
- Unilaterally altered contract terms after payment
- Attempted collection

- KNOWINGLY ACCEPTED funds under terms not honored
- Unilaterally altered contract terms after payment
- Misrepresented status of lease and authorization
- Used electronic communication

of duplicate payments

Used electronic communication to execute scheme



FRAUD UPON THE COURT

You had evidence that the client had paid

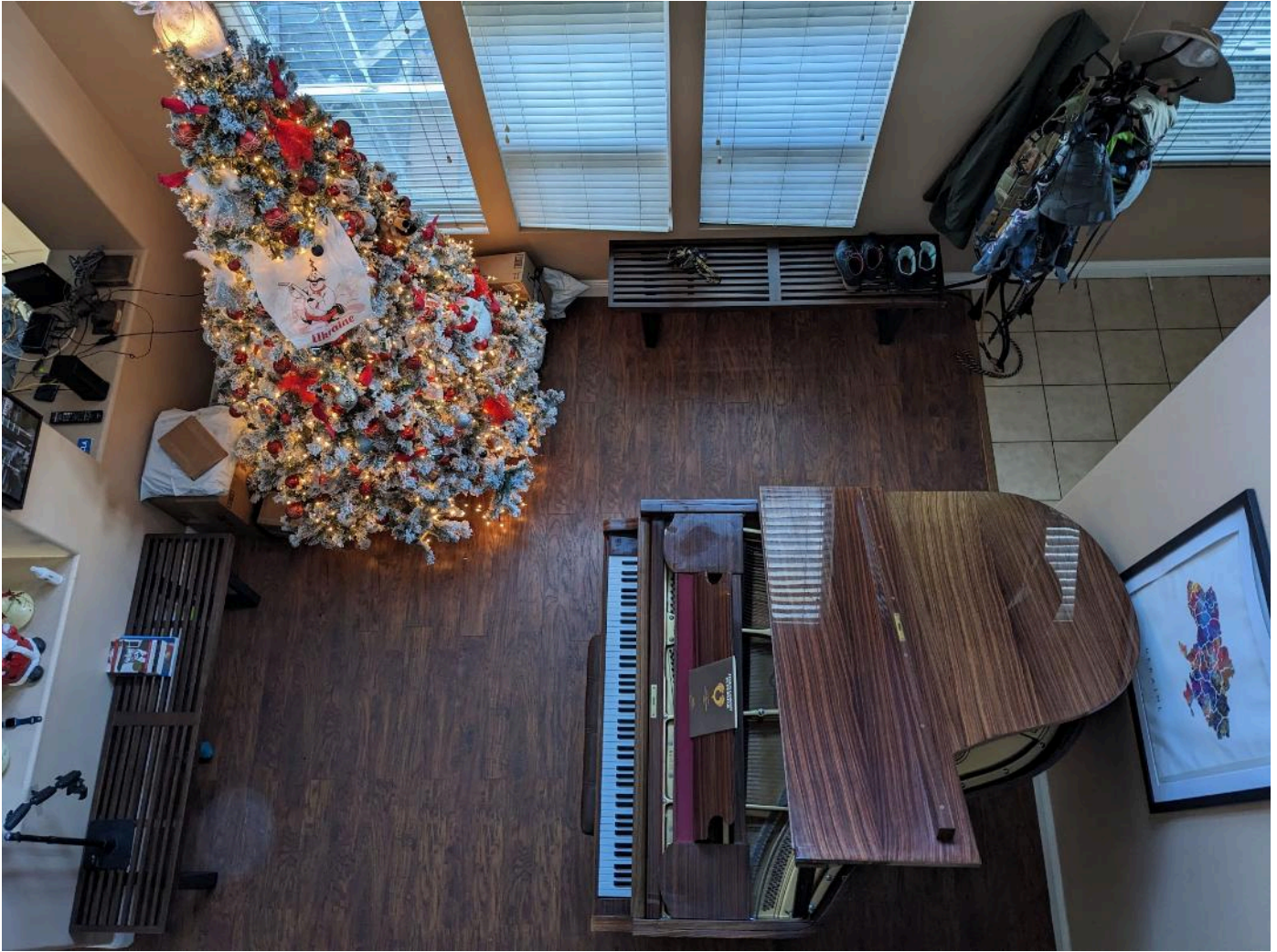
**when the bailiff showed you the text:
"Hanson has the check."
Why did you not withdraw the complaint?**





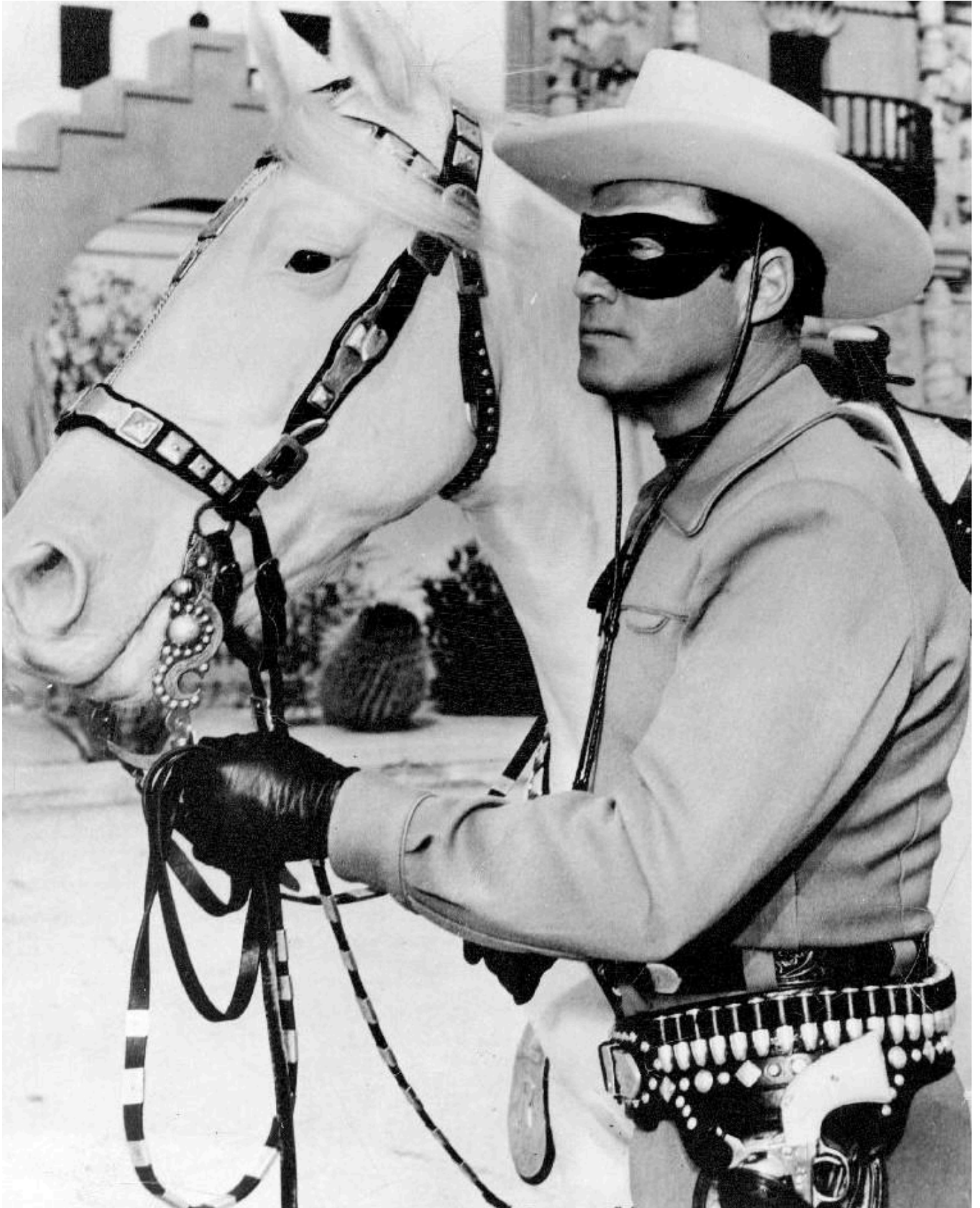
CHARGES

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 <u>replace carpet due to dog pee bad smell, attached invoice</u>	\$ <u>7835</u>
_____	\$ _____
Other <u>Front door lock got damaged, replaced new lock</u>	\$ <u>250</u>
_____	\$ _____
Attorney Fees _____	\$ <u>2005</u>
	Total Charges \$ <u>20,923</u>



Lots of carpets to replace.

Some people are going to go to jail.



The Ranger