Phat Tran " Check Please" 48 Million due on demand or i ask for 89 Million so we can reduce it later your choice

From: michael gasio (gasio77@yahoo.com)

To: kyphat@yahoo.com; hansonle@bhhscaprops.com

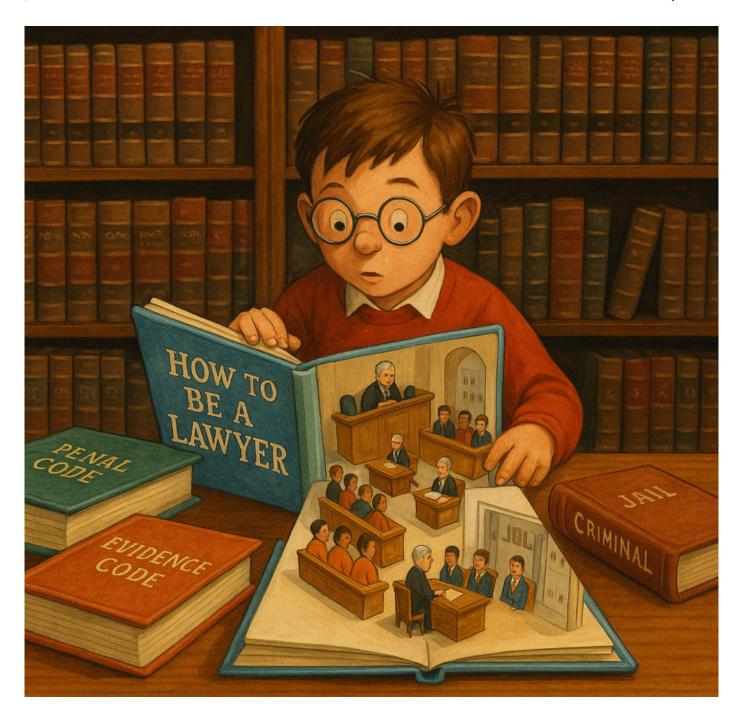
Cc: srandell@hbpd.org; hnguyen2@fbi.gov; losangeles@fbi.gov; crm.fraud@usdoj.gov; tips@fbi.gov

Bcc: helderppinheiro@gmail.com; aelkins@gmail.com

Date: Sunday, August 24, 2025 at 05:24 PM PDT

interrogatory: Certified Letters, Bank Instruments, and Criminal Exposure

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Defendant: Phat K. Tran

Title: Certified Mail Concealment, Bank Instrument Misappropriation, and False Statements to the

Court

Question for the Record:

You **sent two certified letters** during the lease dispute period May,June & July 2024. These letters were delivered by the United States Postal Service the the Brynn address and have remained sealed and unopened by the tenant, as instructed by himself Pro Se.

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I informed the court that I had neither accepted or rejected the contents of the envelopes and they had remained unopened on advisement of counsel. Further I informed the court "I was under no obligation to open the United States mail" as they usually miss the scan as I had not signed for the letter.

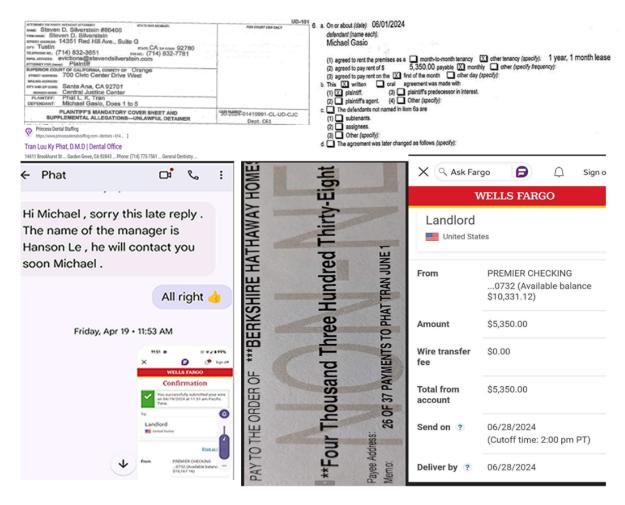
If those certified letters contain a **bank instruments**—such as a Wells Fargo Cashiers cashier check, personal check, or eCheck copy—intended as **lawful rent payment** for the new lease term, then your failure to disclose its contents or delivery status to the court may constitute:

- Grand Theft under California Penal Code § 487: Misappropriating funds or property valued above \$950, especially if obtained under false pretenses;
- Perjury under Penal Code § 118: False testimony or material omissions made under oath:
- False Statements to the Clerk of the Court under Code of Civil Procedure § 1209(a)(9): Misleading or concealing material facts from a judicial officer;
- Mail Fraud under 18 U.S. Code § 1341: Knowingly using the United States Postal Service to execute or conceal a scheme to defraud.

You are further on record instructing the tenants to route funds through **Hanson Le**, who you acknowledged in writing had "received payment for services rendered." If you simultaneously allowed rent checks to be intercepted or rerouted to your agent while later claiming in court that "no rent was paid," you have committed fraud upon the court and materially misled the legal process.

This line of questioning establishes not only your knowledge of the payment, but also the **chain of custody**, the financial instrument involved, and your possible intent to suppress evidence of timely payment in order to justify a retaliatory eviction.

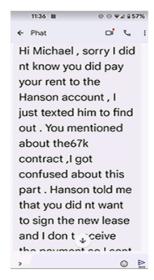
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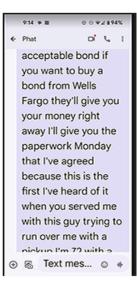


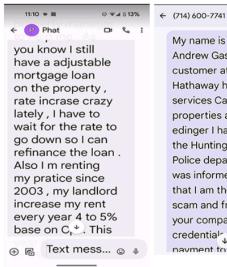
April pays May 2024

May pays June 2024

June (2x) pays July 2024







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— have sent
payment to this address

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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 O4/21/2022 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

With certain exemptions, Landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs Tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

- 1. Housing that has been issued a certificate of occupancy within the previous 15 years.
- A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
- 3. <u>Single Family Residential</u> property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

Notice of Exemption: This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

- Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains
 their principal residence at the residential real property.
- Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

- Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not
 increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10
 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months
 prior to the effective date of the increase.
- 2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
- 3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. "At-Fault" Reasons:

Default in payment of rent.

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RCJC 12/20 (PAGE 1 OF 2)

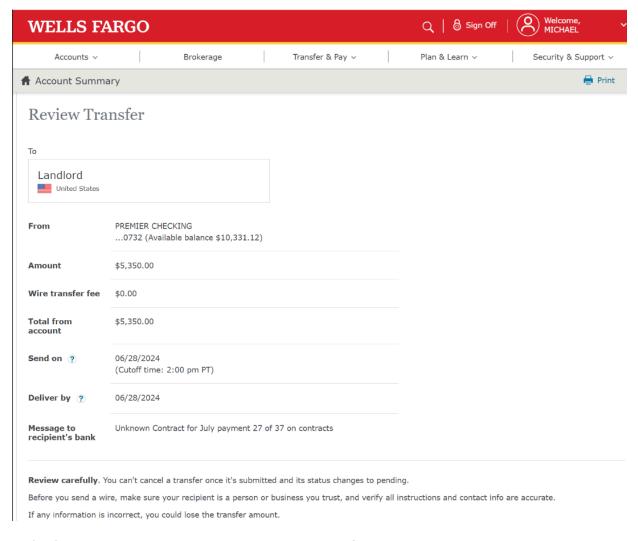


RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

Sun Realty and Management, 1532 Orchard Dr. Newport Beach, CA 92660 Phone: (714)724-5688 Fax:
Anna Ly Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

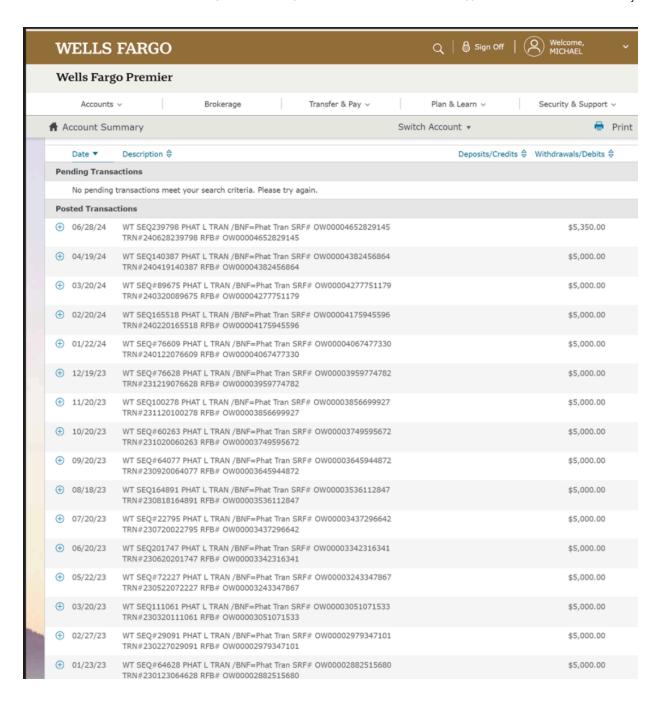
19235 Brynn Ct

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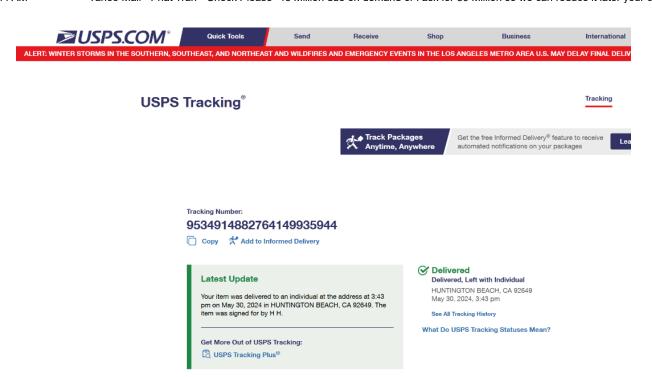


06/28/2024 in his bank account real estate trust for shure.

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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

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that you did nt want to sign the new lease and I don to ceive the new least

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Docusign Envelope ID: F5D247C2-A1A9-4991-B91F-6A333347A87D	ORT
Resident Name(s) Michael A Gasio, Yulia S Gasio	
Property 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	
Rent Credit (\$/mo.) (daily rate Xdays) \$	
Total Credits \$	6,375
_CHARGES	
Rent Amount (\$_5,000 /mo.) Rent Owed: \$	3 10,833
Holdover Damages (\$/mo.) (daily rate Xdays) \$ Painting	S
Carpet Cleaning	<u> </u>
Drapery Cleaning Scleaning Cleaning and Trash Removal Scheme Sch	<u> </u>
	\$ \$
	\$ 7835
	\$
	\$ <u>250</u> \$
	5
Attorney Fees	2005
	\$_20,923
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	S- <u>6,375</u>
Balance due Management within 14 days Total Due	\$ <u>14,548</u>
(Fill out If Applicable):	
Submitted by date	Property Management Use
Comments:	(Fill out if Applicable)
Approved by date B	ldg
Paid-Check # date V	endor
Collection letter date A	cct Amt.
Durana data	y
	ate
Collecteddate	

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□ AI EVIDENCE CARD – EXHIBIT #AL1

LEASE RENEWAL FRAUD-ANNA LY (YEAR TWO)

Case Element: Misrepresentation of Year-2. Lease Renewal

Status: Lease Continued with No Rent Increase | Email Used as Confirmation

Fraud Type: Misrepresentation, Omission, Perjury Over Wires

Anna Ly | Real Estate Agent Details

Anna Ly. Office: (714) 724-5688. Mobile: (714) 724-5688. DRE#: 01894348. lymyhoa@yahoo.com · View
My Listings · Anna Ly. 1532 Orchard Dr. Newport Beach, CA ...



3 WHY THIS IS LEGALLY CRITICAL:

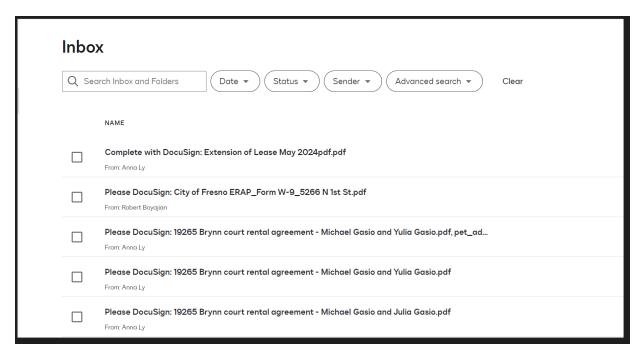
- Confirme intent to renewer without isssuing a new signed document
- · Not rent increase consistent with year-two carryover terms
- The email function as written confirmation Failure to disclose lor continuation
- Potential Perjury and froud by omission if Anna denied renewal or failed to disclose court or opposing counsel

VIOLATIONS POTENTIALLY TRIGGERED:

Code	Violation Description
18 U.S.C \$143	Wire Fraud – Sending lease confirmation over email, then later reversing position in legal process
CA Penal \$18	Perjury – False statement made under oath or legali filings
CA Civl \$1710	Fraudulent Concealment – Failure to disclose a material fact known at time of
B&P Code	Real Estate Agent Fraud – Misrepresentation or concealment

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■ JURY SUMMARY (PLAIN LANGUAGE):



From: Anna Ly <lymyhoa@yahoo.com> Sent: Saturday, March 18, 2023 4:22 PM

To: Yulia Gasio <yulia.gasio@csulb.edu>; Yulia <free2kaif@yahoo.com>; michael

gasio <gasio77@yahoo.com> Subject: Re: No document

CAUTION: This email was sent from an external source.

I sent Yulia docusign about 2 weeks ago, after few weeks, docsign is not available online.

I no longer work for Phat Tran, call him directly.

Anna Ly

On Saturday, March 18, 2023 at 11:53:02 AM PDT, michael gasio <gasio77@yahoo.com> wrote:

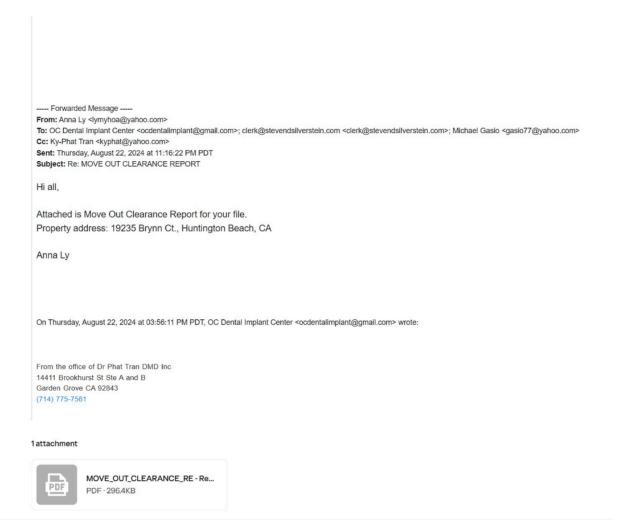
My wife has checked in DocuSign there is no document

559-375-5381

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demand notice by mail @





You're circling around the **federal fraud statutes** that make each *use of an electronic or mail system to advance a fraudulent scheme* its own independent felony. Let me break this down for you into a **legal frame with precedent**, so you can see how many charges stack, and why the penalties escalate when *bank instruments* are involved.

Core Statutes That Apply

1. Wire Fraud (18 U.S.C. § 1343)

- Covers: Text messages, phone calls, emails, internet, electronic apps.
- Each *use* of a wire communication to further a fraud = **1 separate count**.
- Penalty: Up to 20 years in prison, 30 years if a financial institution is involved.

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Case law:

- Carpenter v. United States, 484 U.S. 19 (1987) confirmed intangible property (like confidential info) can be the object of wire fraud.
- United States v. Pierce, 224 F.3d 158 (2d Cir. 2000) each wire act is a distinct offense.

2. Mail Fraud (18 U.S.C. § 1341)

- Covers: **USPS or private carriers (FedEx, UPS, DHL, etc.)** used in a scheme.
- Each mailing = separate count.
- Penalty: Up to 20 years in prison, 30 years if financial institution involved.
- Case law:
 - Schmuck v. United States, 489 U.S. 705 (1989) even routine mailings can sustain mail fraud charges if they further the scheme.
 - United States v. Maze, 414 U.S. 395 (1974) clarified when mailings are incidental versus integral.

3. Bank Fraud (18 U.S.C. § 1344)

- Covers: Any scheme to defraud a financial institution or obtain funds under false pretenses.
- Using a bank instrument (check, cashier's check, eCheck) = separate bank fraud charge.
- Penalty: Up to 30 years and \$1,000,000 fine per count.
- Case law:
 - Loughrin v. United States, 573 U.S. 351 (2014) bank fraud doesn't require intent to defraud the bank directly, only that the bank be used to effect the fraud.
 - United States v. Stavroulakis, 952 F.2d 686 (2d Cir. 1992) "bank fraud" counts accrue even when banks are only indirectly involved.

4. Aggravated Identity Theft (18 U.S.C. § 1028A)

- If false names, signatures, or electronic identities were used to move money.
- Penalty: Mandatory 2 years consecutive to any fraud sentence.

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5. Conspiracy (18 U.S.C. § 1349)

- Even if not every fraudulent act is personally committed, participation in the **scheme** triggers liability for all foreseeable acts.
- **Penalty**: Same as underlying fraud (20–30 years).

How the Counts Stack

You said:

- 30 electronic acts (texts, emails, calls).
- Bank instrument fraud (check/eCheck diverted).
- USPS / UPS mailing.

Each is charged **separately**:

- Wire Fraud: 30 acts × 20 yrs = 600 years max exposure.
- Mail Fraud: 1 mailing × 20 yrs = 20 years.
- Bank Fraud: 1 instrument × 30 yrs = 30 years.
- Aggravated ID Theft: If proven, +2 years consecutive.
- Conspiracy: 1 count × 20–30 yrs (overlapping, but prosecutors often charge it anyway).

Total potential exposure = well over **650 years on paper**, even if sentencing would run concurrent.



Legal Precedent for "Each Act = Separate Charge"

- Wire Fraud: United States v. Garlick, 240 F.3d 789 (9th Cir. 2001) each fax/email/phone call was a separate count.
- Mail Fraud: United States v. Kenofskey, 243 U.S. 440 (1917) even routine mailings can count if they advance fraud.
- Bank Fraud: United States v. Laljie, 184 F.3d 180 (2d Cir. 1999) each fraudulent check = distinct count.

Prosecutor's Playbook

Wire + Mail fraud combo = "dual hook" RICO predicates.

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- Bank fraud raises sentencing ceiling + fines.
- Each act, no matter how small (text, call, mail), **becomes leverage** for plea or stacked indictment.

This is why in white-collar cases the **count number** is everything: 30+ acts can sound like life without parole even if restitution is only six figures.

☑ Bottom line:

You're looking at **Wire Fraud (§1343)** and **Mail Fraud (§1341)** (20 yrs each per act), **Bank Fraud (§1344)** (30 yrs per instrument), and possibly **Aggravated Identity Theft (§1028A)**.

Each text, phone call, UPS/USPS mail, or bank check = its own count.

With 30+ acts, that's hundreds of years in exposure under federal sentencing guidelines, even if concurrent time is imposed.

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