

Potential Mail Fraud as a Shield for Legal Blindness

From: michael gasio (gasio77@yahoo.com)
To: legal@hsfranchise.com; srandell@hbpd.org
Date: Thursday, August 21, 2025 at 04:06 PM PDT

Michael A Gasio
9432 Pier Dr.
Huntington Beach, CA 92646
8/20/2025

VIA CERTIFIED MAIL

To: Legal Counsel, Berkshire Hathaway HomeServices California Properties

Re: Demand for Disclosure of Communications / Notice of Wire & Mail Fraud

Counsel David,

I am writing in response to Berkshire Hathaway's continued misrepresentations regarding communications allegedly sent by **Martha Mosier** or her office. Let me be clear: **at no time did I ever receive a single written communication, explanation, or clarification from Ms. Mosier, her office, or any Berkshire Hathaway corporate entity outside of Orange County.**

Despite sending certified letters, emails, and notices, there was **no acknowledgment, no explanation, and no response**. If you contend otherwise, I demand that you immediately produce:

1. **The specific email, letter, or document** Ms. Mosier allegedly sent to me;
2. **The date, method of delivery, and proof of receipt;**
3. **Any copy of communications sent to Officer Shawn Randall, the FBI, DRE** or any law enforcement authority on this matter after legal notice.

Absent such proof, your reliance on fabricated or nonexistent communications constitutes **mail fraud and wire fraud under 18 U.S.C. §§ 1341 and 1343**. Knowingly using the U.S. Mail or electronic communications to promote a false narrative to the courts is a federal offense.

You are now on notice: unless you produce verifiable proof of these alleged communications, I will proceed with filing charges for **wire fraud, mail fraud, and obstruction of justice**. Your firm's continued reliance on false statements to insulate Berkshire Hathaway from liability only strengthens the RICO pattern already documented.

I expect a full written reply within **10 days** of receipt of this letter. If you cannot provide the requested proof, then you must cease and desist from asserting that such communications ever occurred.

Respectfully,

Michael Gasio



Letter to Property Management Ethos Property

Tatiana Zvyagintseva, Yulia Gasio, Michael Gasio

19235 Brynn Ct

Huntington Beach, California, 92648

May 28, 2024

tzvyagintseva@ukr.net

yulia.gasio@csulb.edu

Phone: 559-287-9955

Eros Property Management

Darren Gaertner

3500 West Olive Ave Ste 300

Burbank, CA 91505

Dear Mr. Gaertner,

I hope this letter finds you well. I am writing to inform you about the enclosed cashier's check for our second rent payment under Ethos Property Management for June. The first payment was sent electronically to the owner's private bank account on April 19, 2024. Enclosed, you will find a cashier's check for the rent payment due this month, as required by law. Additionally, I am including a repair bill from Home Depot related to unresolved issues in my current lease at 19235 Brynn Ct, Huntington Beach, CA 92648.

As operators of Ethos Property Management, I wish to bring to your attention that Mr. Hanson Le, from Berkshire Hathaway HomeServices, confirmed via text the transfer of funds held in trust amounting to \$6,350 to the new contract with Ethos, your current

employer also. I am deeply concerned about the security of my deposits as you are the third entity to hold them in three years. Furthermore, this payment is being made by check in compliance with California law, which prohibits the owner from mandating electronic funds transfers.

Moreover, I have deducted \$1,011.52 from the payment for the repair of a dishwasher that has remained broken for 43 days despite multiple requests for replacement. The dishwasher remained full of food and water, unrepaired for six weeks, despite Mr. Le's confirmation of its broken status. During the replacement process, mold was discovered along the kitchen sink wall.

Previously, during the management by ConsensYs, the owner was informed by a contractor, in my presence, of mold and moisture behind the sink wall. A significant section of drywall was wet, and it was recommended that the cabinets be removed and the marble countertop cleaned underneath.

This issue will be reported to the City Attorney after over 700 days of unresolved complaints regarding mold. Despite multiple communications, the owner stated financial difficulties, which he attributed to variable loans and business challenges with his partner leaving.

Such statements in writing of "No Mold" in the new contract just a few days old and ongoing neglect suggest a troubling disregard for tenant welfare and legal obligations, by you.

Breakdown of Payment:

- Rent for 06/01/2024: \$4,338.45
- Deduction for Dishwasher Repair: -\$1,011.52
- Total Enclosed: \$5,326.93

Please acknowledge receipt of this payment and confirm the new management details for future correspondence and payments by USPS to you.

Additionally, I have included a brief history of previous property management companies for your records:

- Sun Realty & Management: Agent: Anna Ly, Address: 1532 Orchard Dr, Newport Beach, CA 92660, Phone: (714) 724-5688
- ConsensYs Property Management: Address: 1380 S. Anaheim Boulevard, Anaheim, CA 92805, Phone: (888) 909-7488 (Rental), (888) 772-4415 (HOA), DRE#: 01788395
- Ethos Properties: Agent: Hanson Le, Berkshire Hathaway HomeServices, Service Area: Greater Los Angeles and the San Fernando Valley

I look forward to a smooth transition and a positive working relationship with Eros Property Management.

Sincerely,

Michael Gasio et al.

Enclosures:

- Cashier's Check for \$3,326.93
 - Screenshots of correspondence
 - Repair bill from Home Depot
 - Documentation of mold issues
 - Relevant photos and videos
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**CASE NO.:** 30-2024-01410991-CL-UD-CJC**PLAINTIFF:** Phat Tran**DEFENDANT:** Michael Gasio

TO: The Honorable Judge Snuggs-Spraggins, Carmen D. (Comm.)**FROM:** Michael Gasio, Defendant (Pro Se)**DATE:** February 18, 2025

RE: AFFIDAVIT OF FINANCIAL HARM AND DAMAGES

I. STATEMENT OF FINANCIAL HARM

1. I, **Michael Gasio**, declare under penalty of perjury under the laws of the State of California that the following is true and correct:
2. I am the Defendant in this case and have suffered **severe financial harm** due to Plaintiff Phat Tran's fraudulent actions, wrongful eviction, and fraudulent conveyance.
3. As a direct result of Plaintiff's conduct, I have incurred **substantial monetary losses, legal expenses, and emotional distress**, which total **\$18,613,000** in damages.
4. Plaintiff's **fraudulent asset transfers** and misrepresentation have **deprived me of financial stability** and caused unnecessary hardship.

II. BREAKDOWN OF DAMAGES

5. The following is an **itemized list of damages** incurred due to Plaintiff's actions:
 - **Unlawful Eviction Damages:** \$750,000
 - **Fraudulent Lease Agreement:** \$420,000
 - **Financial Misappropriation:** \$1,487,500
 - **Retaliatory Actions & Harassment:** \$780,000
 - **Property Damage & Loss:** \$440,000
 - **Emotional Distress & Hardship:** \$1,050,000
 - **Legal Fees & Court Costs:** \$500,000
 - **Punitive Damages:** \$3,000,000
 - **Loss of Wife's 500 sq. ft. Art Studio:** \$135,000
 - **Moving Costs (Labor, Truck, Materials):** \$8,000

