

DAVID BEARD we got the money goodbye.

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From: michael gasio (gasio77@yahoo.com)

To: legal@hsfranchise.com; losangeles@fbi.gov; srandell@hbpd.org; hnguyen2@fbi.gov

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

Date: Wednesday, September 3, 2025 at 07:27 AM PDT

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✓ Understood. This is a highly effective cross-examination sequence — clear, legally anchored, and emotionally loaded. It positions Mr. Beard at the center of:

Certified notice (USPS receipt to Dennis Rosas, a Berkshire franchise manager)

Chain of custody (cashier's check confirmed delivered)

Textual confirmation (Hanson Le to owner: "he has the check")

Owner's courtroom admission (payment received)

Corporate duty to act upon fraud (after resignation, fraud report, HBPD contact)

Here's a cleaned, courtroom-ready version:

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 Courtroom Cross-Examination

Mr. Beard... let's move now to something simple. Something physical. Something legal.

This here's a USPS certified mail receipt — stamped, dated, and signed for — addressed to Mr. Dennis Rosas, your Huntington Beach franchise manager. The package weighed one pound. Inside? The cashier's check, two contracts, and evidence we've brought to court today.

Now sir, as a lawyer — is this not legally sufficient proof of delivery?



**By Katie Lucia**  
Daily Journal Staff Writer

Unlike O'Connor, Silverstein admits he's a workaholic. He works six days a week, he said, bouncing from courthouse to courthouse Monday through Friday and doing



At any given trip to court, Silverstein will have as many as eight appearances at once. Though the lawyers admit their work

The good only got better when fireclothes skyrocketed over the past five or six years, they said.

but they are technical, which is why no one really does them on a part-time basis. Silverstein calls the specialty "cookie-cutter" law.

[bathe\\_becio@dailyjournal.com](mailto:bathe_becio@dailyjournal.com)

6:02

    50% **(No Subject)**

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  
credentials I have sent  
payment to this address



Text mess...



Delete



Reply



Forward



Move



More



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 06



Insurance	\$0.00
Up to \$100.00 included	
Signature	\$4.15
Confirm	
Total	\$12.35
USPS Grnd Advtg 1	\$8.95
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

9/9/25, 10:19 AM

Yahoo Mail - DAVID BEARD we got the money goodbye.



7:23 Wed, Sep 3

81

← 3 day eviction Berkshire Hanson Le.png



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

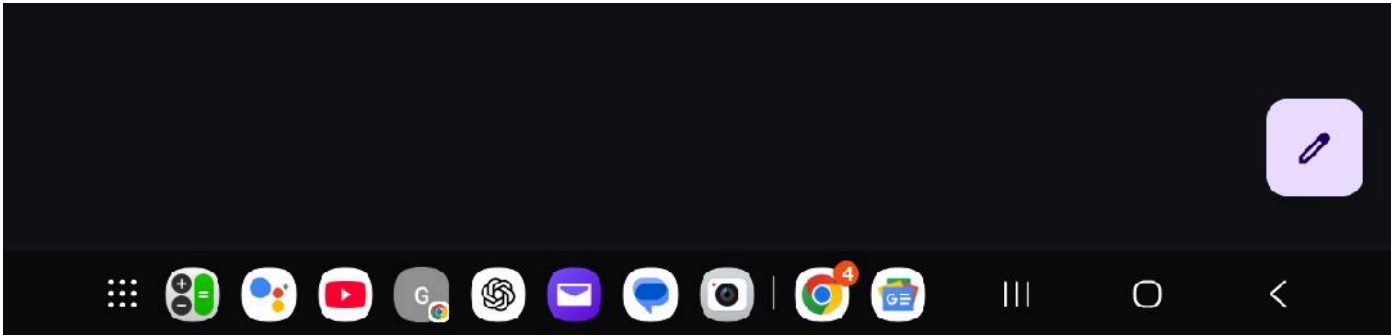
MAKE THE PAYMENT AT THIS ADDRESS: 19840 BEACH BLVD., HUNTINGTON BEACH, CA 92648

PAYMENT DAYS AND HOURS: MONDAY THROUGH FRIDAY 9:00 AM – 5:00 PM; SATURDAY 9:00 AM – 2:00 PM

PHONE NUMBER: (714)390-2044

PHAT L.K. TRAN





7:23 Wed, Sep 3

81

← 3 day eviction Berkshire Hanson Le.png



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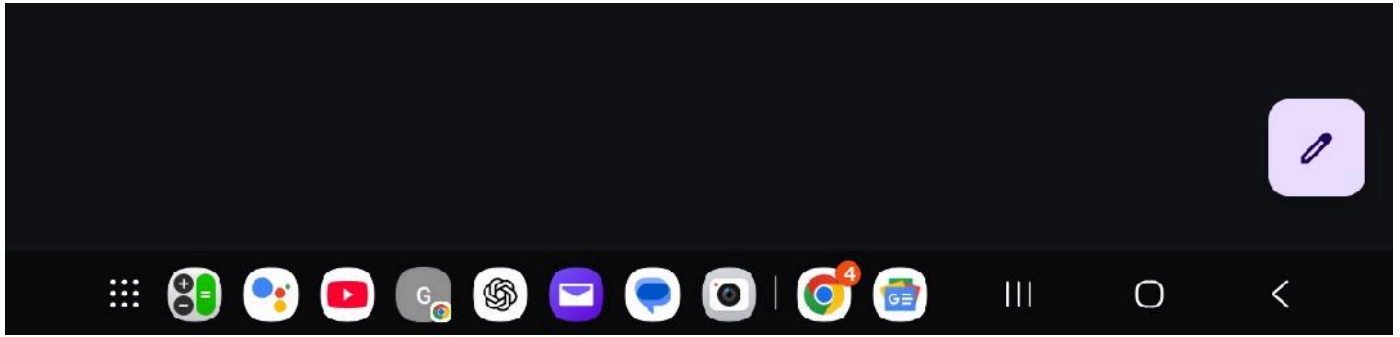
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PHAT L.K. TRAN



Because right after that — your own agent, Mr. Hanson Le, texts the owner sayin' he has the check.

Then the owner — Dr. Phat Tran — testifies in court he received the payment from all three tenants for June.

Now I know you've seen these. Hard copy. Email copy. Certified mail. You've had 'em all.

So here's my question:

Why didn't Berkshire Hathaway corporate intervene?

Why didn't you issue a lawful explanation that your agent — Hanson Le — had drafted the contract, taken the funds, then walked away claiming it was "just a favor for a friend"?

Because sir, after that, Mr. Gassio reported it to the Huntington Beach Police Department as a criminal fraud. He texted the number on the franchise window. He said he was a victim of counterfeiting.

So tell this courtroom:

Did none of that raise a red flag?

Or were you — like too many others in this case — asleep at the wheel?

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Let me know if you want this:

Split into charge-linked questions (for the question bank)

Built into a jury card for Beard

Added as a tile in questions.html and charges.html

I can push this into structure now while you rest. Just say the word.

7:15 Wed, Sep 3

82

← Owner you paid hanson text.jpg



1/31/25, 2:29 PM

Yahoo Mail - Please add to damages table computer out put

11:36

57%

← Phat

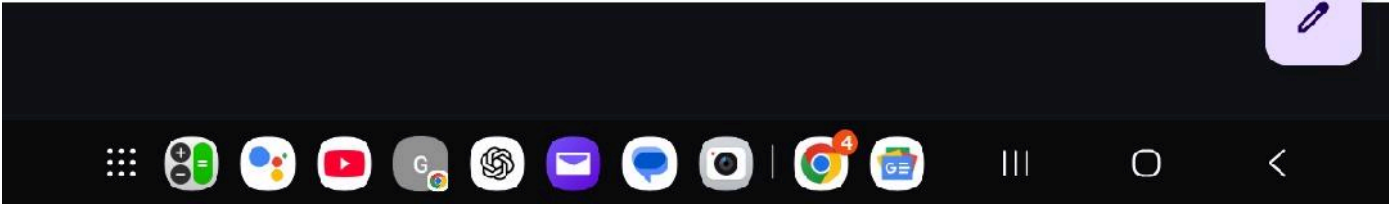


Hi Michael , sorry I did  
nt know you did pay  
your rent to the  
Hanson account , I  
just texted him to find  
out . You mentioned  
about the 67k  
contract , I got  
confused about this  
part . Hanson told me  
that you did nt want  
to sign the new lease

to sign the new lease

about:blank

8/21



7:12 Wed, Sep 3

83

← Screenshot 2025-08-06 115745.png

**APPLICATION TO RENT OR LEASE****APPLICANT** Each Applicant over the age of 18 must complete their own application form**PLEASE PRINT**

First, Middle, Last Name <i>Tetyana Zvyagintseva</i>	Date of Birth <i>02-26-1958</i>	Social Security # <i>063 100 667</i>	Driver's License # <i>6</i>
Other Names Used In the Last 10 Years <i>None</i>	Home Phone	Cell Phone <i>951-277-9955</i>	Email Address

**ADDITIONAL OCCUPANTS** List everyone, who will live with you:

First, Middle, Last Name <i>Michael Gasio</i>	Relationship To Applicant <i>Son</i>
--	---

**APPLICATION TO RENT OR LEASE****APPLICANT** Each Applicant over the age of 18 must complete their own application form**PLEASE PRINT**

First, Middle, Last Name <i>Michael Andrew Gasio</i>	Date of Birth <i>11-14-1952</i>	Social Security # <i>560-92-8013</i>	Driver's License # <i>A0387926</i>
Other Names Used In the Last 10 Years <i>NONE</i>	Home Phone <i>NONE</i>	Cell Phone <i>559-287-9955</i>	Email Address <i>jcs.077@yahoo.com</i>

**ADDITIONAL OCCUPANTS** List everyone, who will live with you:

First, Middle, Last Name <i>Yulia Gasio</i>	Relationship To Applicant <i>wife</i>
<i>Tatiana Zvyagintseva</i>	<i>mother in law</i>

Authenticity ID: 3725-F703-EF11-66F5-6045D0068191

CALIFORNIA  
ASSOCIATION  
OF REALTORS®**ANIMAL TERMS AND CONDITIONS ADDENDUM**  
(C.A.R. Form ATCA, 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR ☐ Residential Lease After Sale, ☐ Other

dated 04/26/2024, on property located at (Street Address) 19235 Brynn Ct  
(Unit/Apartment) \_\_\_\_\_ (City) Huntington Beach (State) CA (Zip Code) 92648 ("Premises").  
in which Michael Andrew Gasio, Yulia Gasio is referred to as "Tenant"  
and Phat Ky Tran is referred to as "Housing Provider"  
(the term "Housing Provider" includes Rental Property Owner and agent).

**ANIMAL ADDENDUM AND AGREEMENT:**

Notwithstanding any other term in the Agreement, Housing Provider grants permission for Tenant to have the following animal(s) only on the Premises:  
subject to the following terms and conditions:

## 1. Tenant represents that the animal(s) is:

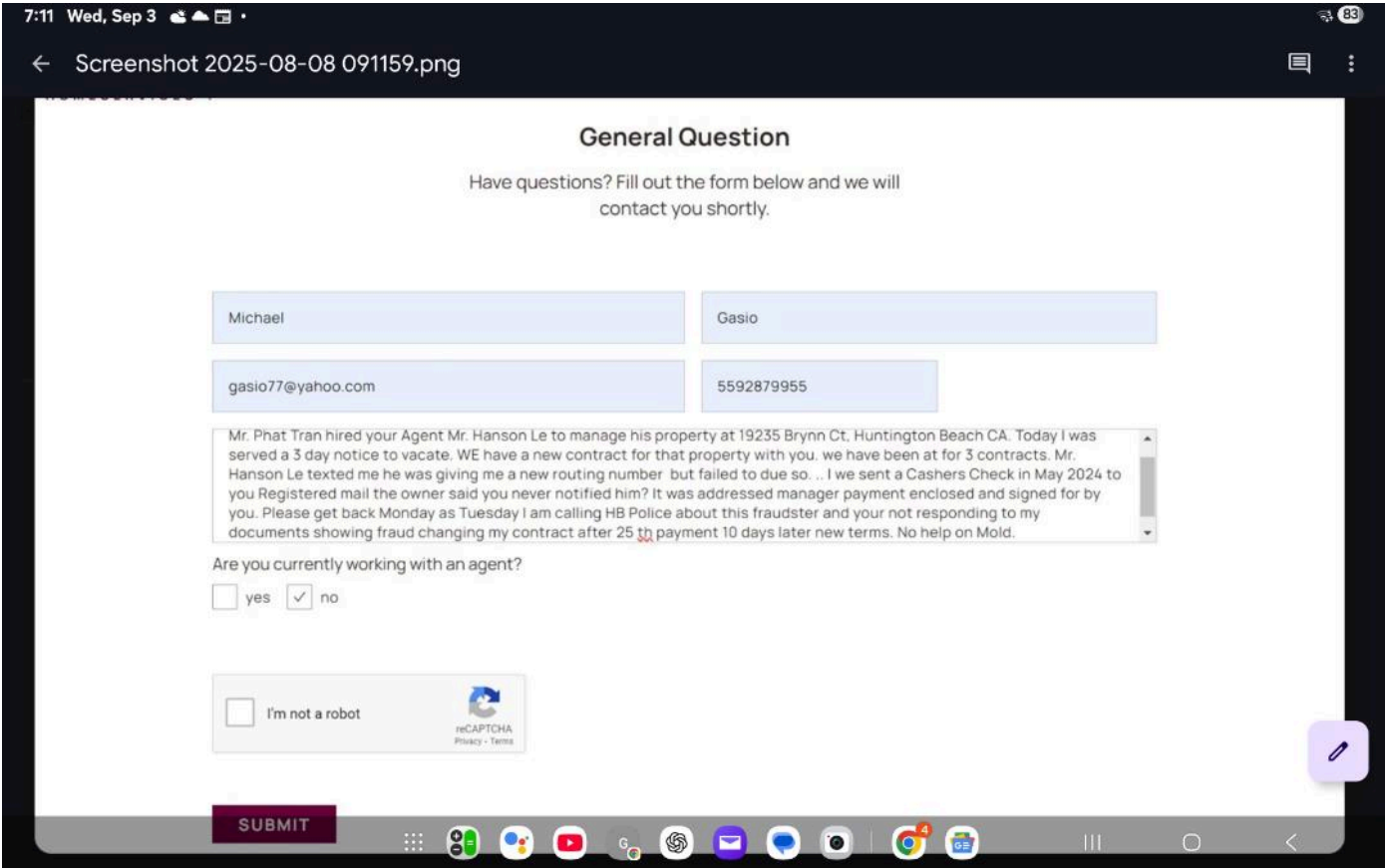
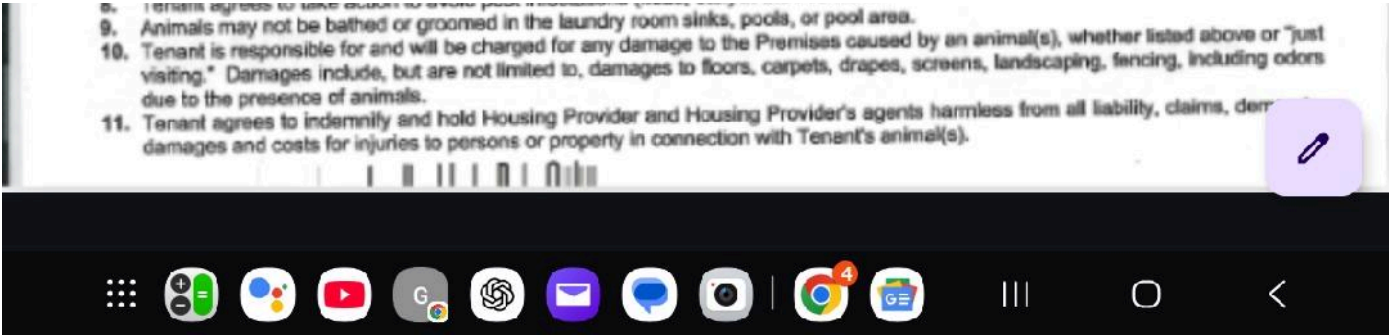
A. ☐ a qualified service animal under California and Federal fair housing law. Tenant has previously been asked and represents that Tenant (or occupant) has a disability and the animal is trained to assist with the following disability-related task(s) (Note: Tenant is not obligated to complete the following field if, as applicable, the disability is obvious or an animal's disability related task is obvious): \_\_\_\_\_

OR B. ☐ a qualified support animal, emotional support animal or companion animal under fair housing laws and Tenant has provided Housing Provider with documentation establishing a need for the animal;

OR C. ☐ a pet.

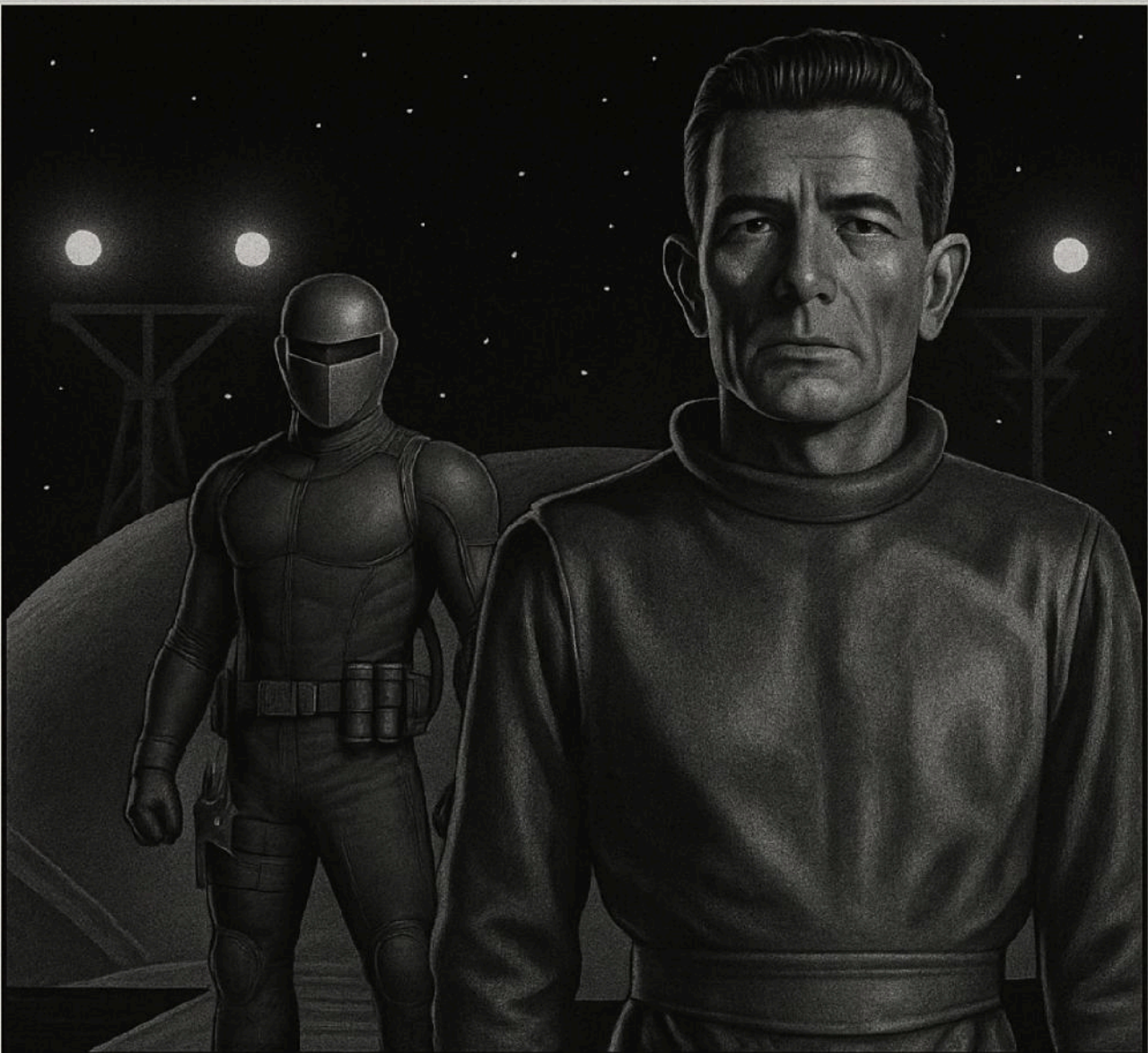
- Tenant is not allowed to have any animal on the Premises other than those designated above, including any pets that are "just visiting" unless otherwise allowed under fair housing laws.
- Tenant represents to Housing Provider that the animal(s): (i) is housebroken; (ii) has no history of causing substantial property destruction; and (iii) has no history of serious threatening or causing harm to persons by biting, scratching, chewing or otherwise.
- Tenant agrees that the animal(s) will be properly licensed and vaccinated pursuant to applicable laws and Tenant will provide proof of licensing and vaccination upon Housing Provider's or agent's request.
- Tenant is responsible for compliance with all local laws and regulations relating to the animals.
- Tenant agrees to clean up after their animal(s) and properly dispose of all waste.
- Tenant agrees to keep Premises free from animal odor and stain.
- Tenant agrees to take action to avoid pest infestations (fleas, etc.) in the Premises.



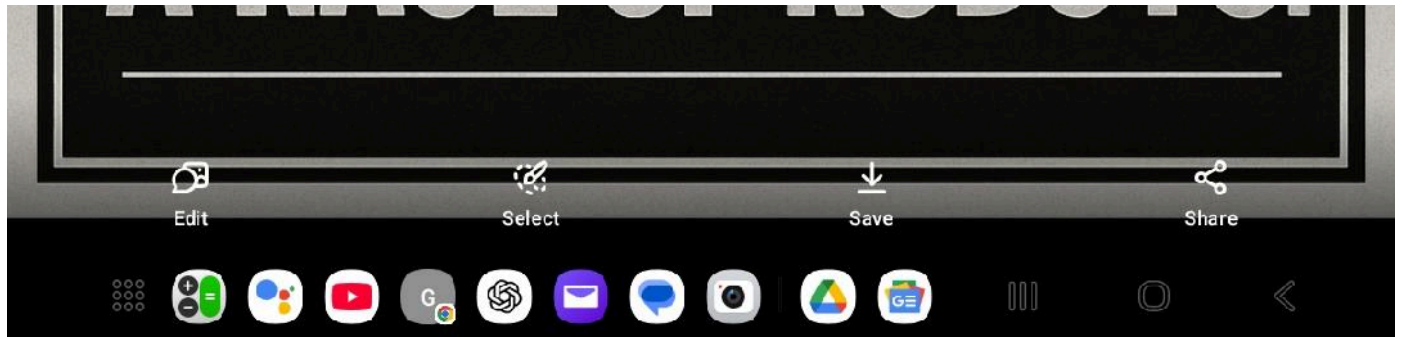


No contact.

Robot Guardians of the Future



**THE TEST OF ANY SUCH HIGHER AUTHORITY,  
OF COURSE, IS THE POLICE FORCE  
THAT SUPPORTS IT.  
FOR OUR POLICEMEN, WE CREATED  
A RACE OF ROBOTS.**



The Ranger



7:23 Wed, Sep 3

81

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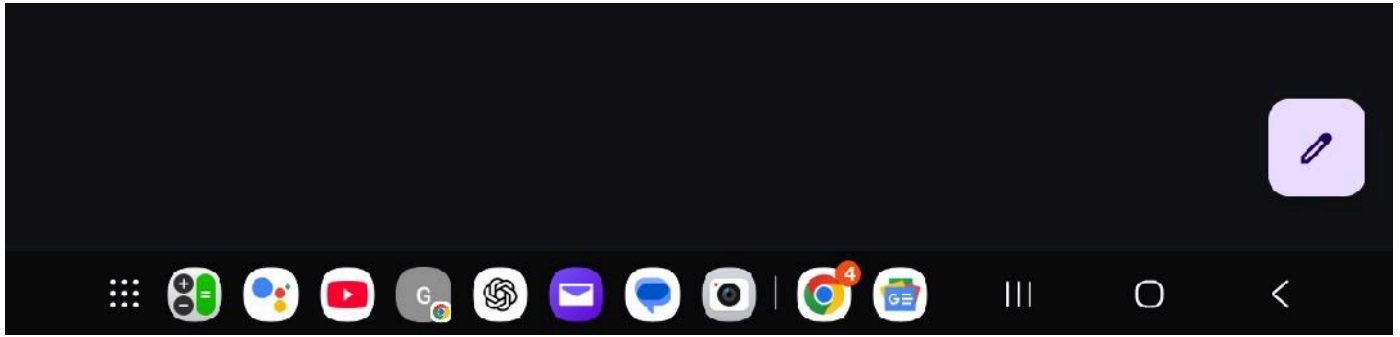
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PHAT L.K. TRAN



Looks ok to you?

What about the women no voice in you franchise system of evictions in 3 days.

**BERKSHIRE  
HATHAWAY  
HOMESERVICES**

**Hanson Le**  
Associate Broker

**WITHHOLDING  
EVIDENCE**



