

Silverstein had no standing for Berkshire where the debit was paid by agents text I have the check for June payment @ 19235 Brynn Ct Huntington Beach CA 92648

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Date: Sunday, August 10, 2025 at 09:22 AM PDT

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## Fraud on the Court – Silverstein / Tran / Associated Parties

### Case Summary:

This was not a legitimate eviction. It was an intentional fraud on the court to forcibly remove us from a home we lawfully occupied since 2022 under a lease extended by Anna Ly (daughter of the property owner) at \$5,000 per month — a figure confirmed in writing and never legally modified. The conduct of opposing counsel, the landlord, and associated agents demonstrates *moral turpitude* and meets the standard for **vacating a judgment procured by fraud**.

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## Key Points of Fraud and Misrepresentation

### 1. Misrepresentation of Occupancy Dates

- In court, counsel implied our occupancy began under a “new” lease, ignoring documentary proof of continuous tenancy since 2022.
- California courts have ruled that misrepresenting material facts regarding tenancy history constitutes fraud on the court (*See In re Marriage of Varner*, 55 Cal.App.4th 128 (1997) — false evidence going to the heart of the case warrants relief from judgment).

### 2. Mislabeling of Occupants

- Wife and mother-in-law were identified as “occupants” on the original lease when in fact they were co-residents approved from inception.
- Their legal status under Civil Code § 1940.1 was mischaracterized to circumvent tenant protections.

### 3. False Rent Figures

- Rent was \$5,000/month as per the original and extended lease.
- Any other figure stated in court was false and unsupported by contractual documents.

### 4. Extrajudicial Payment Demand (Extortion)

- After 27 on-time or early payments to Berkshire Hathaway, landlord drove onto our lawn and demanded payment directly into his private account, bypassing the agreed payment channel.
- This act meets the elements of **extortion** under Cal. Penal Code § 518 — obtaining property from another with consent induced by wrongful use of fear or threats.

## 5. Interference with Negotiable Instruments

- Payment instrument tendered to Berkshire Hathaway was diverted or concealed.
- Under Cal. Penal Code § 496, concealment or withholding of funds owed constitutes theft.
- Federal overlay: If transmitted electronically or via USPS, this also meets elements of 18 U.S.C. § 1343 (Wire Fraud) and § 1341 (Mail Fraud).

## 6. Drive-On-Lawn Incident as Coercion

- Confrontation on the lawn, accompanied by unlawful payment demand, was intended to create fear and force immediate compliance.
- Case law: *People v. Umana*, 138 Cal.App.4th 625 (2006) — intimidation for financial gain qualifies as extortion.

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## Legal Grounds for Relief and Prosecution

- **Fraud on the Court Standard:** Per *United States v. Throckmorton*, 98 U.S. 61 (1878), judgments obtained by fraud upon the court may be set aside at any time.
- **Moral Turpitude:** Conduct involving dishonesty or fraud — particularly by an attorney — violates California Business & Professions Code § 6106.
- **Vacatur of Judgment:** CCP § 473(d) allows the court to set aside void judgments; CCP § 657 allows a new trial for irregularity or fraud.

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## Requested Actions

1. Immediate preservation of all communications, payment records, and surveillance footage tied to payment diversion and on-property confrontation.
2. Referral of payment diversion to **USPS Postal Inspector** and **FBI Financial Crimes** unit.
3. Judicial review for vacatur of judgment and sanctions for attorney misconduct.