

Phat Tran Findings from Optical Review: Year Three Payments all early and 2 contract for 24-25 year same place

Yahoo/Sent



michael gasio <gasio77@yahoo.com>
To: tom.nguyen@dre.ca.gov <tom.nguyen@dre.ca.gov>

Jul 11 at 10:52 PM

Findings from Optical Review: Year Three Payments

A new contract after start of year three who cares I don't.

TOM NGUYEN State Inspector

1. April 5 Text – Hanson Le (New Property Manager)
 - Hanson introduces himself as "a new property manager for Phat Tran," indicating a change in management at the time of contract renewal.
 - Confirms Phat Tran is the owner and "also owns properties and has a property manager."
2. April Text from Phat Tran
 - Quote: "We are filling out new paper work understand one at old lease 5000 then new payment 5350 I want keep paying early."
 - Clear written acknowledgment of prior lease at \$5,000 and new rate \$5,350, supporting lease continuity, not new tenancy.
3. Wells Fargo Wire Confirmation
 - Shows payment of \$5,350 wired to Hanson Le with memo: "New lease 3rd year on unit B 06/01/2024"
 - Sent April 19, 2024, showing timely prepayment.
4. Follow-up Text Message
 - You asked Phat: "What bank do you use so I can provide my bank account number."
 - Indicates confusion or a split in handling of funds, possibly to bypass Berkshire or launder rent.
5. Text from Phat: "I didn't know you paid your rent to the Hanson account, I just texted him to find out."
 - Contradiction: previously acknowledged third-year rent and terms.
 - Phat pretends ignorance after accepting payment, exposing a clear fraudulent scheme.
6. Physical Check Image
 - Shows a cashier's check written to Berkshire Hathaway, not to Phat directly, reinforcing that Michael followed the contract.
7. Final Text Screenshot
 - You state: "Legal! I numbered the payment just like I did on the cashier's check to Berkshire Hathaway."
 - Full compliance, clean paper trail, transparent transaction.

Summary: What's Wrong

- Phat Tran admits to new third-year lease terms (\$5,350).
- Rent was paid early via wire transfer and cashier's check, both well-documented.
- Owner pretends not to know payment was made, contradicting earlier acknowledgments.
- Funds sent to Hanson Le (a Berkshire Hathaway representative), not directly to owner, which aligns with legal expectations.
- Attempt to bypass Berkshire and extract additional payments suggests fraud, misrepresentation, and possibly theft.
- Use of multiple conflicting payment channels and denial of receipt = intentional concealment or money laundering.

DRAFT LETTER TO TOM NGUYEN (DRE Investigator)

To: Tom Nguyen

California Department of Real Estate

Re: Criminal Misconduct – Fraudulent Handling of Year Three Lease Payments

Mr. Nguyen,

I am forwarding the attached screenshots as evidence of financial fraud and real estate misconduct committed by Phat Tran, Hanson Le, and their affiliates under the Berkshire Hathaway franchise umbrella.

These images prove the following:

1. Acknowledgment of Lease Continuity
 - Texts from Phat Tran confirm we were in Year Three of an ongoing lease, first at \$5,000/month, then \$5,350/month.
2. Proper Payment Delivered
 - I wired \$5,350 to Hanson Le (agent for Berkshire) and also issued a separate cashier's check to Berkshire Hathaway per contract instructions.
3. Fraudulent Denial and Concealment
 - Despite these payments, Phat Tran later denied receiving funds, asking for direct deposits into a personal account—a serious violation under DRE and state law.
4. Attempted Re-characterization of Tenancy
 - By ignoring the lease extension and pretending I was a new tenant, Tran tried to invalidate protections and steal the third-year prepayment.

These actions may constitute:

- Rental fraud
- Theft by deception
- Forgery (if fake contracts were used in court)
- Violation of California Civil Code §1940.2 and §789.3

I demand full investigation into the following:

- Hanson Le's handling of funds
- Phat Tran's contradictory statements
- Berkshire Hathaway's oversight of this transaction

The enclosed screenshots—already sent to the DA, FBI, and police—represent clear and prosecutable real estate fraud.

7/14/25, 11:44 AM

Phat Tran Findings from Optical Review: Year Three Payments all early and 2 contract for 24-25 year same place - Yahoo Mail

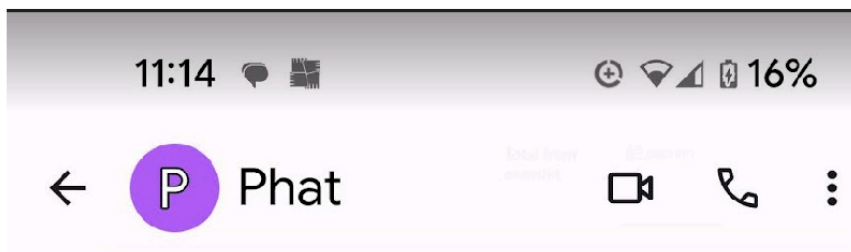
I expect acknowledgment and an assigned case number.

Respectfully,
Michael Gasio





No notice rent increase by Anna Ly



We are filling out
new paper work
understand one at
old lease 5000 then
new payment 5350
I want keep paying
early

Thanks Michael .

Paid Anna Ly contract year 3 starts

| WELLS FARGO | |
|-----------------------------|-----------------------------------|
| Accounts ▾ | Brokerage |
| 🏠 Account Summary | |
| Wire Money - Details | |
| To | Landlord United States ...9166 |
| From | PREMIER CHECKING ...0732 |
| Amount | \$5,000.00 |
| Wire transfer fee | \$0.00 |
| Total from account | \$5,000.00 |
| Send on | 04/19/2024 |
| Deliver by | 04/19/2024 |
| Message to recipient's bank | New lease 24 one payment at 5000 |

| | |
|---------------------|------------------|
| Status | Completed |
| Confirmation number | OW00004382456864 |

Doctor does not want State to know about rent increase so it looks like your paying me all legal see.

month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.

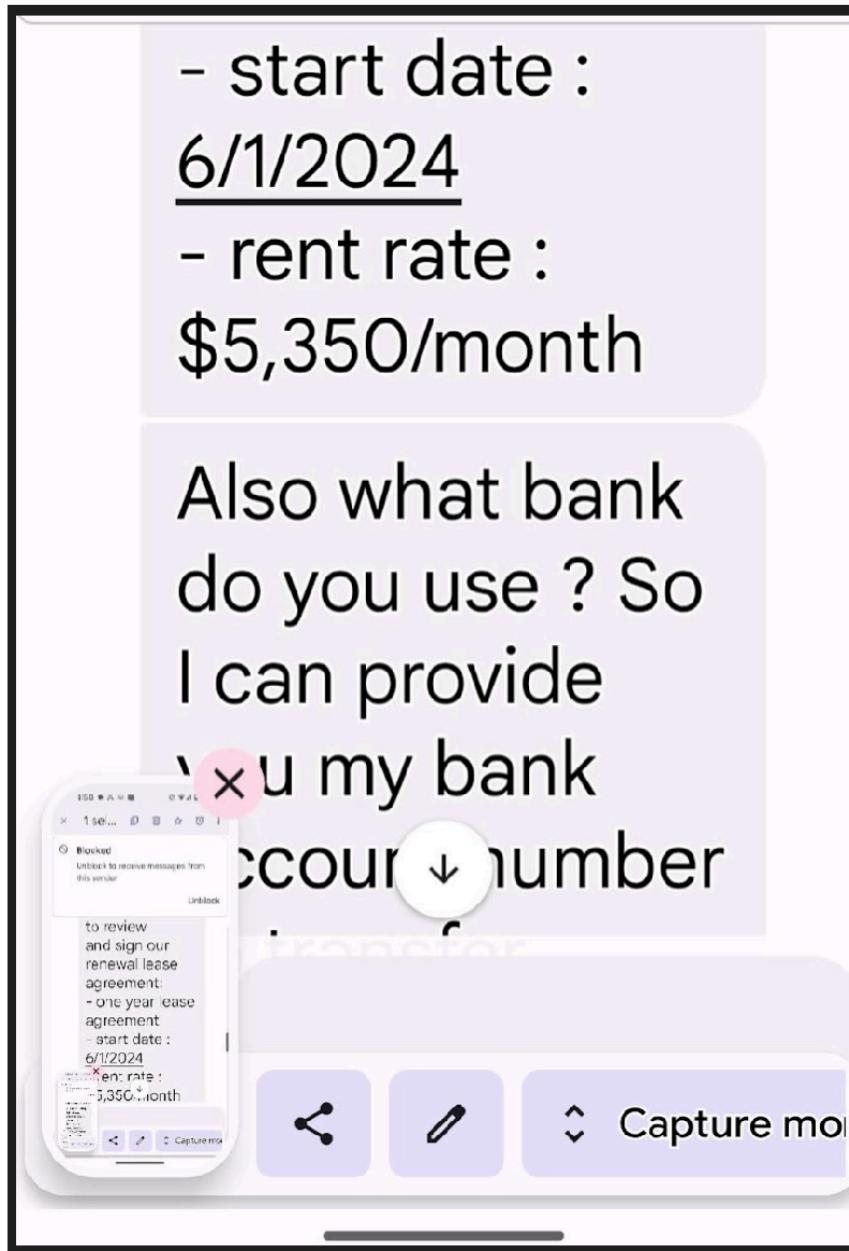
D. PAYMENT:

- (1) Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, made payable to _____, ☐ wire/electronic payment to _____ or ☒ other **DIRECT DEPOSIT**. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.
- (2) Rent shall be delivered to (name) **BANK: WELLS FARGO, NAME: HANSON LE, ACCOUNT #: 3312943297** (whose phone number is) _____ at (address) _____ (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).
- (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, or ☐ cashier's check.

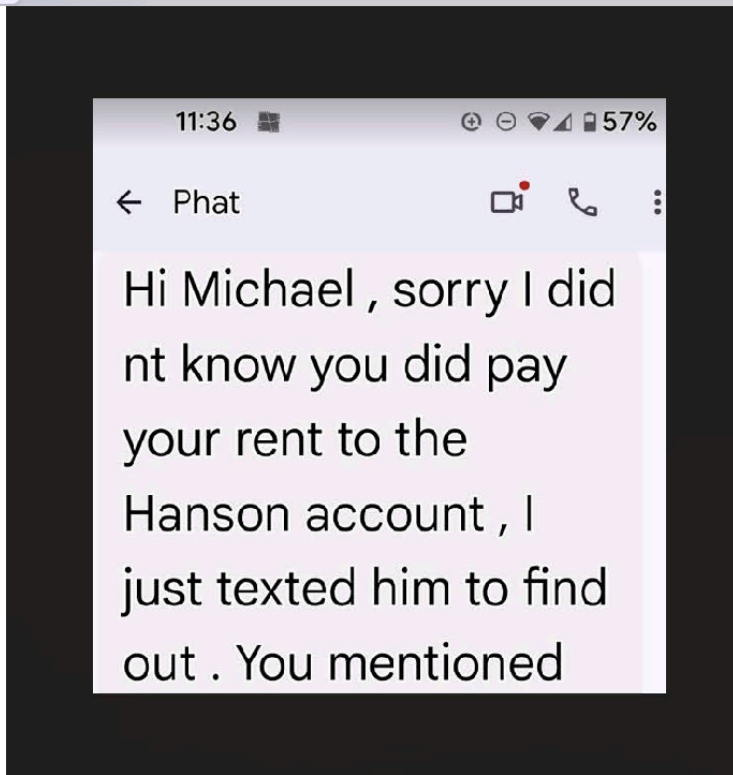
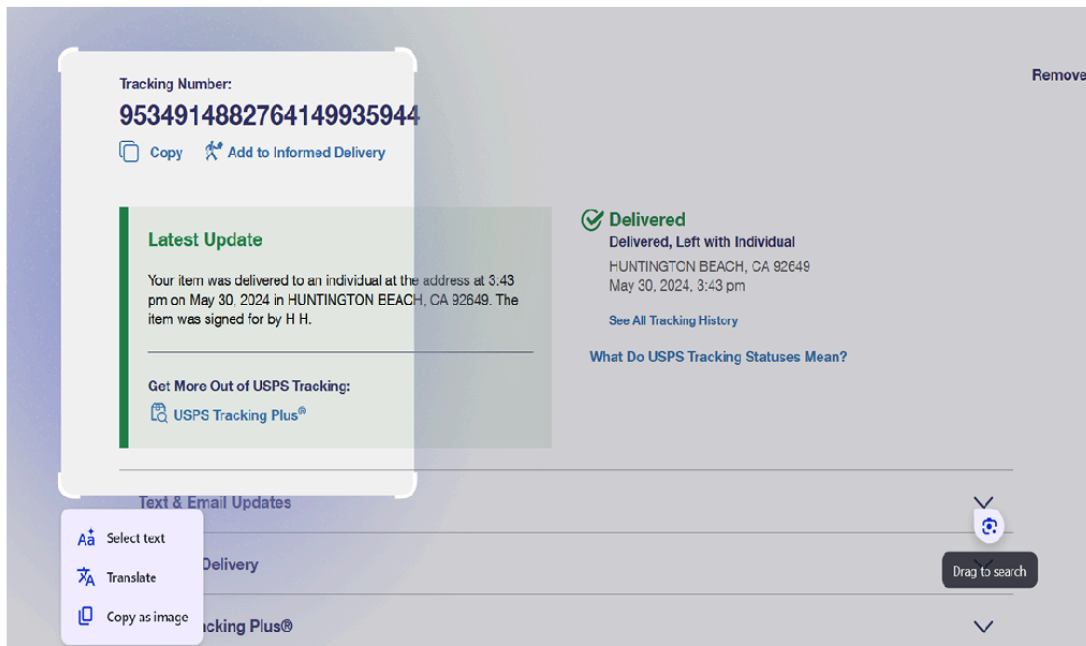
E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

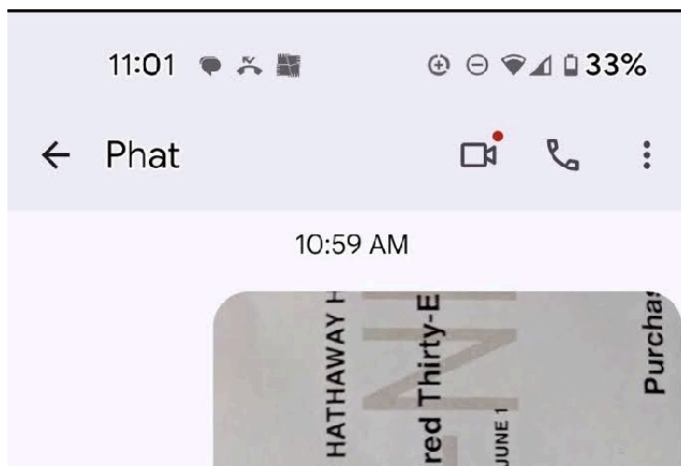
- A.** Tenant agrees to pay **\$5,000.00** as a security deposit. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.

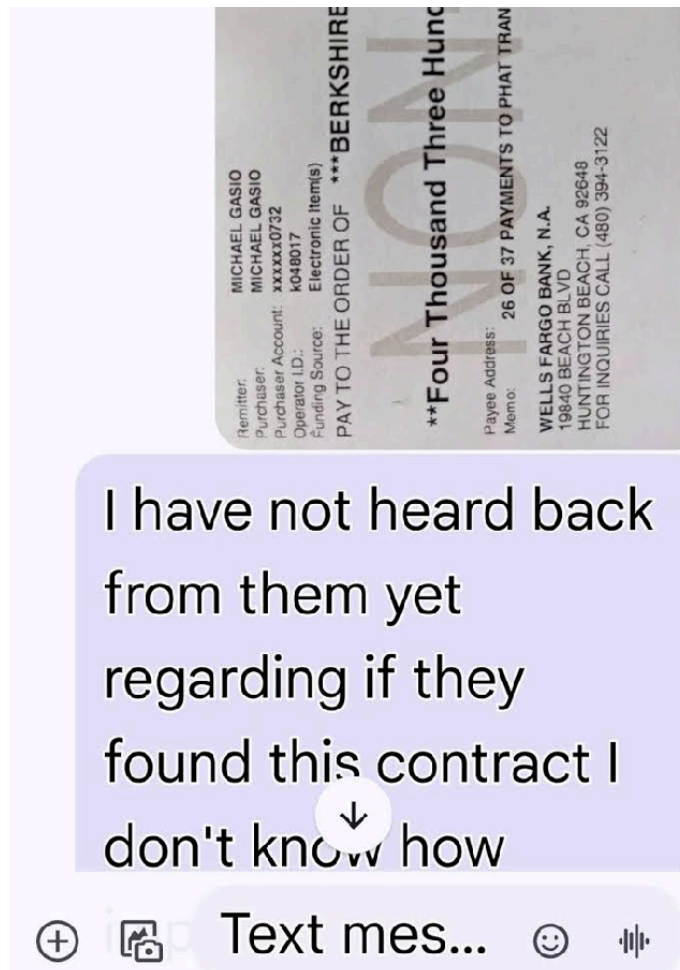


Lets not lets Berkshire in on this ok
Mailed to to Berkshire.

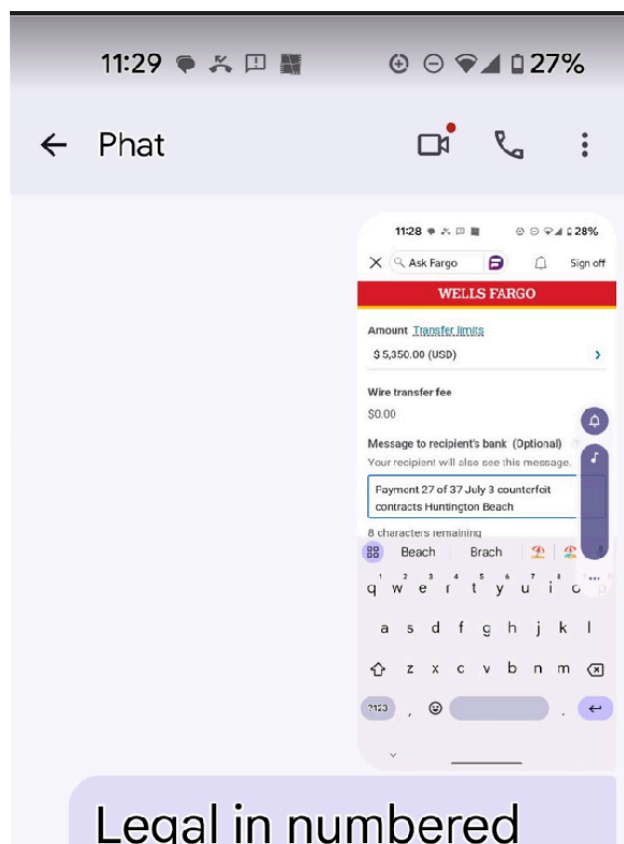


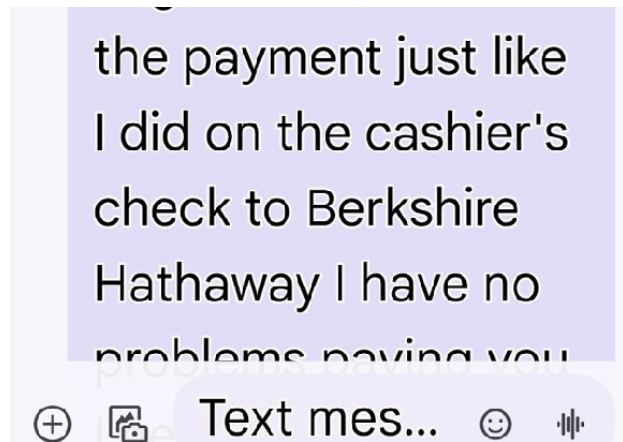
Did you ask Hanson what he did with check?





Phat phone call must pay early and my private account or I kick you out.





Huntington Beach, CA

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(559) 287-9955

Enclosures: Evidence Screenshots (Year Three Payments) Remember I sent all this to you 3 Asians remember? Doctor Phat Tran his daughter Anna Ly and their friend Hanson Le.