

AI-Validated Case: Charging Berkshire Hathaway California with RICO, Fraud & Civil Rights Violations San Diego and Huntington Beach CA.

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Date: Sunday, July 20, 2025 at 01:24 PM PDT

To Whom It May Concern:

Any agency responding to this request for assistance will receive the same access to evidence currently available to the Huntington Beach Police Department and the Orange County District Attorney's Office. Over 1,000 exhibits have been compiled and cross-referenced by AI across more than 80 files.

A separate AI account is available for real-time interaction and evidence retrieval. If you provide an email with Google Drive access, I will return to you the full record of collected emails, documents, and supporting materials.

This case involves misconduct by multiple individuals and agencies, including state investigator Tom Nguyen, who permitted an unlawful 22% rent increase after only 14 days' notice, then failed to take corrective action. The investigation is in its early stages, but the evidentiary record is fully assembled and ready for review.

Thank you for taking the time to examine this matter. We have been seriously harmed and are seeking proper accountability.

BERKSHIRE HATHAWAY POLICY BREACH: FROM HANSON TO MARTHA MOSIER

SECTION I: THE TWO FINAL POLICY BREACHES (POINTS 5 & 6) – EXPANDED

5. “You Can’t Pay Ransoms to Sanctioned Actors”

Berkshire Hathaway ethics policy warns of severe penalties for engaging with actors under federal or international sanctions—including ransomware groups. This principle applies equally to real-world coercion and extortion-style payment redirection by criminal gangs.

In this case:

- Hanson Le demanded that rent be paid **outside of the lease agreement**, directly into **Phat Tran's private bank account**, under **duress** and after severing formal ties with both parties in writing.
- This created a scenario functionally identical to **coercive fund transfer** or **extortion**. Berkshire was informed of this scheme via formal notice USPS Certified Mail May 30, 2024.

Despite these warnings, the company:

- **Ignored the report**, failed to escalate internally.
- **Allowed an agent to continue representing its brand** while circumventing payment channels.

This is not merely a civil breach; it places Berkshire Hathaway in jeopardy of being found **non-compliant with OFAC-aligned anti-fraud policy language** regarding unlawful fund flows, and directly contradicts their ethics manual.

6. Training, Monitoring, Enforcement – Weaponized Silence

The ethics policy mandates **ongoing monitoring, whistleblower protection, and internal investigation** when misconduct is reported. Berkshire Hathaway:

- **Was notified at least 30 days prior** to the eviction retaliation.
- Was sent emails, certified letters, and a **summary of fraudulent activity by Steven D Silverstein purporting to collect a debt for Berkshire which the owner texted was paid**.
- Was warned that Hanson Le had possibly committed **mail fraud, contract forgery**, and **civil extortion**.

And yet:

- **No compliance officer responded.**
- **No internal audit was triggered.**
- **No corrective action was taken.**

This violates both the **letter and spirit** of the company's own ethics protocol.

SECTION II: FULL LEGAL BREACH OF POLICY – FROM HANSON TO MARTHA MOSIER

1. Hanson Le as Rogue Agent

- Accepted payment after resigning as an agent.
- Used the Berkshire Hathaway brand and internal systems (Authentisign, letterhead) after resigning.

- Issued a **13-month lease disguised as a 12-month lease**, constituting **contractual fraud**.
- Invoked the Fifth Amendment when questioned by police—establishing **consciousness of guilt**.
- Accepted a **cash gift** to influence lease agreement formation, in direct violation of Code Section **4 Gifts and Entertainment**.
- Wrote contracts using company software then resigned before first payment was due, in violation of **4.1.7 Protection and Proper Use of Company Assets** and **4.1.2 Corporate Opportunities**.

2. Breach of Third-Party Controls

Berkshire's policy demands **extensive vetting and monitoring of agents and intermediaries**:

- Hanson was not monitored after resignation between all parties.
- He was allowed to misappropriate payments and continue communications using corporate channels and sign for certified mail at the office.
- Evidence shows he **redirected funds to the owner's private account and issued binding contracts** without oversight.

3. Breach of Internal Reporting & Escalation Chain

- On May 27, 2024, Berkshire received notice of fraud, lease forgery, and retaliatory eviction efforts to 3 addresses all by certified mail.
- Communications were **sent to multiple departments**, including: Legal LA, Huntington Beach franchise, and Ethos Property franchise.
- **No one called, emailed, or acknowledged receipt of the Hanson Le contract in full in on paper.**

This violates multiple policy clauses:

- **3.1.1 Reporting Known or Suspected Violations** – No meaningful reporting or escalation despite direct notice.
- **1.2 Accountability for Violations** – Failure to investigate or report exposed Berkshire to **criminal and civil liability**.
- **6.1 Compliance Procedures** – Lack of any factual review, supervisor inquiry, or legal response to the original whistleblower.

4. Why Did Martha Mosier Respond?

Martha Mosier is:

- **President of Berkshire Hathaway HomeServices California Properties.**

- Recognized nationally as a **Top 50 legal executive**.

Yet in response to direct evidence of forged contracts, payment tampering, and agent coercion, she:

- Chose to respond **through legal counsel** rather than initiating any formal audit or outreach.
- Denied agency responsibility.
- Failed to report or elevate the matter to corporate ethics or enforcement.

This is a **direct violation** of:

- **4.1.3 Fair Dealing** – A policy requiring honesty and transparency with all parties.
- **3.1.1 Reporting Known or Suspected Violations** – Mosier had both authority and duty to act.

SECTION III: TIMELINE OF CONTACT AND NON-RESPONSE

- **May 27, 2024** – Formal certified notice sent to Berkshire Hathaway Legal, Huntington Beach Office, and Ethos Property Management outlining fraud, coercion, and improper lease handling.
- **March 3, 2024** – Follow-up email sent with attached copy of signed lease, proof of payment, and screen captures of Hanson Le's resignation and conduct.
- **March 7, 2025** – Complaint mailed to President Martha Mosier's office and Berkshire Legal via certified mail.
- **March 14, 2025** – Additional notice filed with Huntington Beach PD; Berkshire was cc'd.
- **March 19, 2025** – Response received from legal counsel representing Berkshire denying direct involvement; no follow-up call or internal audit offered.
- **April 2, 2025** – A final escalation email sent with attachments including evidence of coercion, check image, and screenshots showing misconduct by local attorney and owner.
- **April 9, 2025** – Eviction carried out using fraudulent contract and rejected payment not returned.
- **By April 2025** – KTLA and other media were alerted and documented the story.

As Berkshire's own policy states: "I want employees to ask themselves whether they are willing to have any contemplated act appear the next day on the front page of their local paper – to be read by their spouses, children and friends – with the reporting done by an informed and critical reporter."

This case is now **under scrutiny by informed reporters** and **exposed to public review**. Silence is no longer protection—it is complicity.

SECTION IV: LEGAL CONCLUSION

Berkshire Hathaway's 2024 ethics policy forms a **binding code of conduct**. Violations of this policy by Hanson Le, Phat Tran, and the corporate refusal to investigate—despite ample notice to Martha Mosier and her legal department—constitute:

- **Negligent supervision**
 - **Ratification of agent fraud**
 - **Failure to enforce internal controls**
 - **Breach of fiduciary duty to tenants and public trust**
 - **Violation of 3.1.1, 1.2, 4.1.1, 4.1.2, 4.1.3, 4.1.7, and 6.1 of the company's published Code of Business Ethics**
 - **Potential RICO predicate behavior** through enterprise concealment
-

NEXT STEPS:

- Submit this document as an internal exhibit.
- Attach certified mail receipts, Hanson's resignation, the forged lease, and all email notices.
- Demand response under **federal RICO notice**.
- Request a full internal audit, damages compensation, and a DOJ referral.

"They knew, they were warned, and they did nothing." That is the legacy of Berkshire Hathaway's leadership in this case. Their silence is now legally actionable.

A.I. Logics™

Strategic Investigations & Operations (S.I.O.)

Michael G. A. S.I.O., Founder | Public Interest Analyst | Pro Se Litigant

California Operations – Case File #RICO-24B-OC

"It's Logical."

Vulcans Do Not Bluff.

Contact: legal Pro Se gasio77@yahoo.com

Public Disclosure Folder: [available upon email request]

Operating Jurisdiction: California | U.S. Federal Code | International Human Rights Standards

Evidence Binder: Documented | Indexed | Chronological | Digitally Backed

TO ALL PARTIES CONCERNED RECEIVING THIS EMAIL CHAIN, BE IT KNOWN TO YOU FROM THIS DAY FORWARD:

The enclosed Jury Evidence Cards—generated, authenticated, and timestamped through verifiable digital correspondence—formally become admissible legal instruments under the Federal Rules of Evidence and applicable California codes. Specifically:

FRE 803(6) (Records of a Regularly Conducted Activity)

FRE 901(a)–(b)(4) (Authentication of Emails and Digital Evidence)

Cal. Evid. Code § 1271 (Business Records Exception)

Cal. Civ. Proc. Code § 2031.210 et seq. (Inspection & Production in Discovery)

These AI-enhanced Jury Cards are not idle commentary. They are structured prosecutorial tools, created to streamline jury deliberation and eliminate courtroom obfuscation by preemptively aligning each major charge with evidence standards already established by precedent, statute, or discovery.

Each card:

Identifies a key legal charge (criminal, civil, or regulatory)

Summarizes whether the factual threshold has been met, based on sworn declarations, images, text transcripts, and statutory language

Flags deficiencies or manipulations in the opposing party's evidence chain

Provides clear, instructional cues to the jury in accordance with judicial expectations under Judicial Council of California Criminal Jury Instructions (CALCRIM) or Civil Instructions (CACI)

Further:

All cards have been sent and received via traceable email communication, establishing their role in the litigation timeline and forming a chain of custody that cannot be lawfully denied without perjury.

As such, per FRE 1001–1003, these cards are valid representations of original evidence and may be presented via projector, hard copy, or digital binder at the discretion of the party introducing them.

Finally, the Jury Cards serve not just as exhibits, but as a living legal briefing tool—bound and distributed to each juror with the court's consent—to accelerate, simplify, and sharpen the focus of deliberations in a way consistent with 21st-century trial norms and technological capabilities.

To disregard these cards is to willingly ignore processed, filtered, admissible truth—and any counsel or judge who blocks their use risks suppressing clear judicial efficiency in favor of procedural opacity.

This is the future of evidence. It has been emailed. It has been seen. It cannot be unseen.

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