

## T29 – Original Signed Contract (2022)

---

From: michael gasio (gasio77@yahoo.com)

To: lymyhoa@yahoo.com; srandell@hbpdpd.org; hnguyen2@fbi.gov

Cc: kyphat@yahoo.com; clerk@stevensilverstein.com; hansonle@bhhscaprops.com; legal@hsfranchise.com; angiemssandoval@gmail.com; attorneyrosiak@gmail.com; helderppinheiro@gmail.com; aelkins@gmail.com; dennisrosas@bhhscaprops.com; evictions@stevensilverstein.com; richardrosiak@yahoo.com

Date: Saturday, October 18, 2025 at 11:30 AM PDT

---

## T29 – Original Signed Contract (2022)

### Residential Lease – Huntington Beach, CA (Executed May 1, 2022)

#### Summary

This document is the original signed lease agreement executed between Phat Tran (Landlord) and Michael & Yulia Gasio (Tenants) for the property located at 19235 Brynn Ct., Huntington Beach, CA. It was signed using the California Association of Realtors (C.A.R.) Form LR (Rev. 12/21) and establishes that *all rent payments were to be made directly to Phat Tran at his registered address: 20012 Sand Dune Lane, Huntington Beach, CA 92648.*

#### Key Provisions Identified

**Commencement Date:** May 1, 2022.

**Term:** One-year lease, with renewal at owner's option (checked "Lease").

**Monthly Rent:** \$5,000.00 payable on the first of each month.

**Method of Payment:** Personal or cashier's check, payable directly to Phat Tran, at his physical address listed above.

**Security Deposit:** \$5,000.00

**Broker Listed:** Sun Realty and Management, Inc. (Anna Ly, REALTOR®).

## Relevance

This contract is crucial because it proves that the original payment terms were physical, not electronic, and that the tenant never consented to unilateral modification of the payment method or addition of online service fees. Later versions transmitted through DocuSign were altered without proper initials or mutual agreement—violating California Civil Code §§1565–1567 governing contract consent.

The landlord's signature line shows "Phat Tran" with initials confirming the alleged DocuSign changes that later required electronic deposits and imposed \$30 per-transaction fees and a \$500 "early-payment" penalty if not paid by the 20th.

*There is no evidence that these modifications were mutually agreed upon before required to resign* by the owners daughter Anna LY of Sun Reality.

Put the payment in my dads personal account.

Anna

DocuSign Envelope ID: 5D80110C-BECF-44A7-93C5-7AB1B4B25D8C



## RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 12/21)

Date 04/21/2022, Phat Tran ("Landlord") and Michael A Gasio, Yulia S Gasio ("Tenant") agree as follows ("Agreement"):

### 1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 19235 Brynn Ct, Huntington Beach, CA 92648-6287 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) **only**: Michael A Gasio, Julia S Gasio, and Tatiana Zvyagintseva.
- C. The following personal property, maintained pursuant to **paragraph 11**, is included: \_\_\_\_\_ or ☐ (if checked) the personal property on the attached addendum is included.
- D. The Premises may be subject to a local rent control ordinance \_\_\_\_\_.

2. **TERM:** The term begins on (date) May 1, 2022 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent or Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- ☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- ☒ B. **Lease:** This Agreement shall terminate on (date) May 1, 2023 at \_\_\_\_\_ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$5,000.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the **1st** (or ☐ ) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full 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 Phat Tran, ☒ wire/electronic transfer, or ☐ other \_\_\_\_\_.
- (2) Rent shall be delivered to (name) Phat Tran (whose phone number is) (714)390-2044 at (address) 20012 Sand Dune Lane, Huntington Beach, CA 92648, (or at any other location subsequently specified by Landlord 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) Landlord 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 Landlord 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.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

© 2021, California Association of REALTORS®, Inc.

LR REVISED 12/21 (PAGE 1 OF 8)

Tenant's Initials

MLG, USG

Landlord's Initials

[Signature]

**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 8)**Sun Realty and Management, 1532 Orchard Dr. Newport Beach, CA 92660  
Anna Ly

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (714) 724-5688

Fax:

www.lwof.com

19235 Brynn Ct

Below is the original executed lease document showing signatures and payment instructions:

Legal Significance

Establishes the authentic, mutual contract terms before any alterations.

Supports claim that later DocuSign versions were unilaterally modified and not binding.

Demonstrates that all rent payments to date were made in full accordance with the signed contract.

Confirms landlord's responsibility for breach when enforcing altered terms or electronic-payment demands.

Cross References

T35 – Certified Mail and Misstatement of Payment

Timeline – **May 2022 Lease Execution and start of residency** Michael Gasio, Yulia Gasio, Tatiana Zvyagintseva.