

Both Anna Ly and her father exposed themselves to civil liability and potential criminal wire-fraud and fiduciary-breach charges.

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Short answer: they can't legally do that.

Once a lease is signed by both parties, it is a binding contract. Any later unilateral "changes" are legally void unless all parties consent again in writing.

1. Contract Status

Your DocuSign shows:

You and your wife signed first (April 22 2022).

Anna Ly also signed on behalf of the brokerage.

That executed document forms the controlling lease.

When Anna Ly later said "we changed it, wire funds directly to my father's account, and add another pet fee", she was trying to modify a completed contract. A contract can be modified only by a new mutual written agreement with fresh consideration. Otherwise it's void.

2. Legal Violations Triggered

Conduct	Governing Law	Description
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Unilateral contract alteration	Cal. Civ. Code §1709–1710	Fraudulent deceit—misrepresenting terms to induce payment.
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Collecting funds outside brokerage trust account	Cal. Code Regs. §2832 & Bus.&Prof. Code §10176(g)	Broker misconduct—failure to place tenant funds in proper escrow/trust.
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Misuse of electronic communications to obtain money	18 U.S.C. §1343	Federal wire fraud: using email or DocuSign to carry out a false scheme.
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Receipt of funds by an unlicensed person	Bus.&Prof. Code §10137	The owner (if unlicensed) cannot take payment via the agent's brokerage channel.
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Forgery / false instrument	Cal. Pen. Code §470	Using an altered lease that lacks required signatures.
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Conversion	Cal. Civ. Code §3336	Keeping your wired money without applying it to rent.
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3. Practical Legal Effect

The first signed lease controls; later "updates" are void for lack of mutual assent.

The owner's unsigned version has no legal force—it cannot replace the DocuSign contract.

The wire instruction to a private bank account is both a breach of fiduciary duty and a potential predicate act under federal wire-fraud statutes if used to extract payment under false pretenses.

Any eviction or accounting that relied on the altered document would be fraud on the court and grounds for reversal or civil damages.

4. Classification of Her Conduct

Anna Ly: fraudulent misrepresentation, unlicensed trust-fund handling, conspiracy to commit wire fraud.

Phat Tran (father): receipt of converted funds, aiding and abetting fraud, possibly bank fraud (§1344) if he used interstate banking to receive them.

5. Next Legal Steps

1. Keep the DocuSign certificate as primary evidence—it timestamps execution before modification attempts.
2. Trace the bank transfer records; they tie the money trail to her “change of terms.”
3. Demand return of funds under Civ. Code §1689(b)(1) (rescission for fraud).
4. Report to California DRE (for broker misconduct) and, if interstate wires were used, the FBI Internet Crime Complaint Center (IC3).

In summary: once that first DocuSign lease was signed, every later demand for new terms or private payment was unauthorized and fraudulent. Both Anna Ly and her father exposed themselves to civil liability and potential criminal wire-fraud and fiduciary-breach charges.