

Timing: If your landlord takes an adverse action against you within 180 days (approximately six months) of you exercising a protected right, the court will presume their action was retaliatory.

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From: michael gasio (gasio77@yahoo.com)

To: kyphat@yahoo.com; tom.nguyen@dre.ca.gov; srandell@hbpd.org; hnguyen2@fbi.gov

Cc: clerk@stevensilverstein.com; legal@hsfranchise.com; hansonle@bhhscaprops.com; lmyyhoa@yahoo.com; angiemssandoval@gmail.com; attorneyrosiak@gmail.com; dennisrosas@bhhscaprops.com

Bcc: helderppinheiro@gmail.com; aelkins@gmail.com; evictions@stevensilverstein.com; richardrosiak@yahoo.com

Date: Friday, October 17, 2025 at 11:51 AM PDT

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**To:** Tom Nguyen  
California Department of Real Estate  
10/17/2025

**Subject:** Official Inquiry Regarding Failure to Act on "Pre-Tenancy Misconduct - Evidence Retaliatory Eviction - for contacting you on owners daughter Anna Ly a realtor who after paying into year 3 with no written notice imposed rent increase over 10% or eviction.

Mr. Nguyen,

19265 Brynn Ct. Huntington Beach CA 92646 residence town house was turned into Airbnb during legal tenancy. Occupancy @ 54% higher rent before court date.

As an agent of the Department of Real Estate tasked with investigating wrongdoing by licensed professionals, you are expected to report and document violations that come to your attention in the course of your duties.

In your estimation, how often does your office receive complaints regarding real estate misconduct that are dated **before** a tenant's lawful occupancy, as confirmed by owner testimony under oath? In this matter, your own review confirmed that the events giving rise to the complaint pre-dated tenancy, yet no law-enforcement referral appears in the record.

After identifying this inconsistency, you had a legal duty under California Government Code §1222 and federal law (18 U.S.C. §4, Misprision of Felony) to promptly transmit the information to the proper authorities. Please provide the **time and date** when you fulfilled that duty by referring this matter to any law-enforcement or prosecutorial agency, or explain why you chose not to do so.

If this communication is deemed a complaint, you may forward it to your supervisor, **J. White**, who has already been tasked with oversight in this specific case. My wife previously wrote to your office stating that no written notice of a rent increase exceeding 10% was ever received after full payment into the third lease year—clear evidence of statutory violation under California Civil Code §827(b).

It now appears that you may have misunderstood the core function of your agency or the obligations of your investigative position. Your failure to refer a verified fraud file, known to your department six weeks prior to the eviction, constitutes a breakdown in the public trust and undermines the Department's regulatory mandate.

Please respond in writing confirming when this case was transmitted to the appropriate enforcement body, or provide a statement justifying why no action was taken despite your statutory duty to report.

Respectfully,

**Michael A. Gasio**

**Please  
not a complaint so do not send fake message.**

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

**DEPARTMENT OF REAL ESTATE**

320 W. 4TH STREET, SUITE 350  
LOS ANGELES, CA 90013-1105  
(213) 620-2072



June 12, 2024

YULIA GASIO  
19235 BRYNN CT  
HUNTINGTON BEACH, CA 92648

Re: DRE # 1-24-0513-010  
Anna Ly

Dear Yulia Gasio:

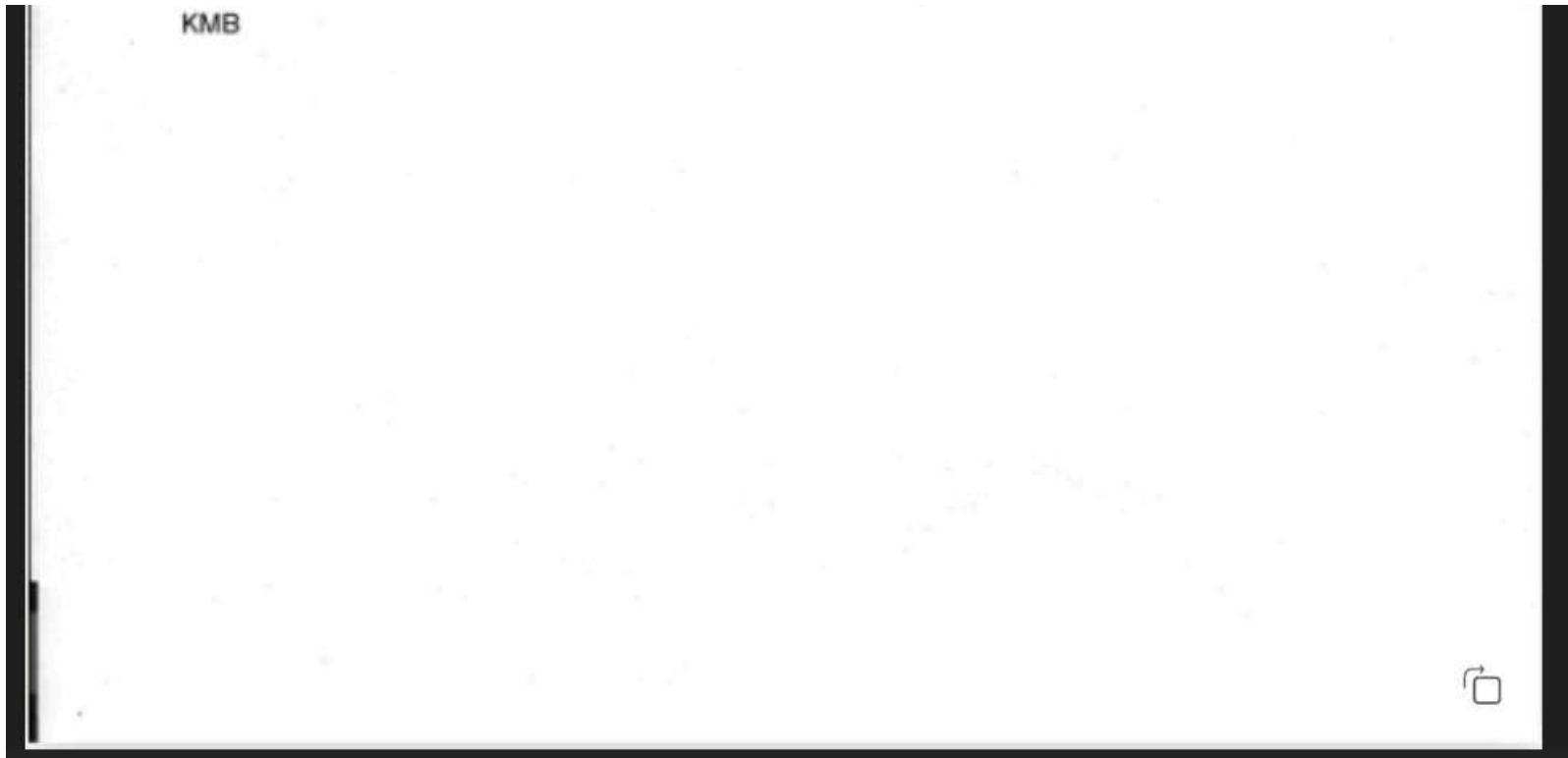
Your real estate complaint regarding the above-named individual has been assigned to Real Estate Special Investigator **Tom Nguyen** for review and appropriate action.

The Department cannot act as a court of law. We cannot give legal advice; interpret, enforce, or cancel contracts; award damages; order that monies be refunded, etc. Since we cannot give legal advice or act as your attorney, we suggest that you contact an outside legal counsel of your choice if you have this type of need.

To assist our handling of this matter, please address future correspondence, including our above referenced file number, to the attention of Tom Nguyen, who can also be reached at (213) 576-6976.

Sincerely,

Kathy Bolivar  
Office Technician  
Los Angeles Enforcement Office



Final attempt to negotiate a settlement

Yahoo/Sent ☆



michael gasio

From: gasio77@yahoo.com

To: Phat Tran, Hanson Le, Andrew Elkins, Yulia



Thu, May 9 at 12:47 PM ☆

Ethos Property  
3500 Olive Avenue  
Burbank Ca, 91505

Mr. Hanson Le

I have contacted a law office regarding your overt unlawful actions against us.

The matter of the lease money is inconsequence as your activates to defraud us have affected my health.

As your property Manager knows I was seeing a Cardiologist for a treadmill test when he determined same day as your new fraudster came over my heart was miss beating from "acute stress" brought on by part the property manager Lee telling me he "is on vacation see me 2 weeks" to open a form on the internet.

I was put on a heart monitor and have heart that si stopping from the stress of not knowing when the two of you were going to jump me in a dark ally and rob me 2 against 1 **and it was against the law.** I have paid you 10 days early 100% of what you have asked. Remember two years ago the rent was \$3,500 we have right under California Tennent laws.

Who is above the law?

Letter explaining our position and one evidence of criminal conduct over 6 weeks between you and your scammer second property manager.

Request for help:

I'm currently experiencing a severe level of stress due to criminal Acts committed Against Me by a new property manager and the owner I have recently had a heart monitor put on my heart from the stress they are causing by not following the law I'm going to find a lawyer on the internet but they need me to explain the situation situation is as follow the owner sent me an invitation to release the property at the same price through his first property manager Anna after we accepted in writing the owner decided to raise the rent which is against the law it is controlled Anna apparently would not raise the rent so he fired her went to Berkshire Hathaway and got it 25 year experienced real estate person to break the law for \$5,000 Commission on April 4th the doctor the owner of this property informed me that he did not ever want to speak to me again and that a new property manager would be taking over the case the property manager did not contact me in a timely manner when I finally contacted him he told me he was on vacation and could not open the document that the owner had deliberately turned off without telling us anxiety began to build inside me as I'm 71 and I knew something bad was to happen it felt as though I was going to be jumped but I didn't know when or how much on April 4th 2024 I receive a new property manager there's nothing wrong with that there's mold in the house and a broken dishwasher however the manager says he needs our driver's licenses then he comes back and he wants us to fill out credit applications I tell him we're not asking for credit that's on file please turn on the DocuSign so we may sign the link that we have agreed to however they decide to wait until the 17th of April 2024 to tell me that they're raising the rent by the legal amount which they can't do because they passed the legal deadline and that my new rent will be \$350 higher or 7% more than what we were paying also they decide to remove a service the gardener gardeners average 200 a month meaning that he will also claim \$200 more profit so instead of \$350 Now by removing Services the doctor will claim 550 undue profit however at 71-year-old person I will have to get a gardener which is another 4% 4 and 4 or 8 and 7 and 4 are 15% rate increase that requires by California law 90 days I'm given 13 I told the new property manager this is against the law he says the owner wants you to leave the property's worth \$5,800 right now I must agree to send \$5,000 to the owners bank account in order to see the contract which will show 11 more months at the inflated unlawful price however after documenting and sending the \$5,000 to the owner the new property manager jumps a month between leases saying that my new lease will now officially start 30 days after the lease I am under ends so as not to break the law in California because you may not do this action as you have rent control in the state this has caused me to be in a panic state and to be monitored by a cardiologist I do not know who stated you are in a severe State of stress takes me in a room puts 22 leads on me takes a cardiogram and says you are under so much stress your heart is stopping and restarting he orders the nurse on the spot to put a 24/7 Audiology monitor on my chest because they won't tell me what they're going to do to me at this point of the Fiasco I need immediate help I've agreed to all their unlawful terms to allow them to accomplish their crime they broke the lease they've committed fraud they've committed several contact frauds and they've done all this for money I need someone today that can start sending them letters to get the mold fixed the dishwasher fix those are the final draws I signed every paperwork they told me under protest and I wrote to them that they had broken the law and that they needed to return the contract to what the state of California said we had agreed on when in writing I took the offer and accepted it now with this information I'm also going to attach all of the letters you've written I want you to look at everything if you need more information a timeline get back

The firm request I ask for the date of my **written notice to increase the rent before or on 01/01/24.**

10/25/25, 7:27 PM

Yahoo Mail - Timing: If your landlord takes an adverse action against you within 180 days (approximately six months) of you exercising a protected right, the court will presume their ...



**3 DAY****NOTICE TO PAY RENT OR QUIT****TO: MICHAEL GASIO ; DOES 1 TO 5****LOCATED AT: 19235 BRYNN COURT, HUNTINGTON BEACH, CA 92648**

**WITHIN THREE (3) DAYS**, excluding Saturday, Sunday, and court holidays, after the service on you of this notice, you are hereby required to pay the rent of the premises described above of which you now hold possession, amounting in the sum of:  
**(\$5,350.00)** enumerated as follows:

**\$5,350.00** Due on June 1<sup>st</sup>, 2024 for the period of June 1<sup>st</sup>, 2024 to June 30<sup>th</sup>, 2024

**OR DELIVER UP THE POSSESSION OF THE PREMISES.**

**YOU ARE FURTHER NOTIFIED THAT IF YOU DO NOT COMPLY WITH EITHER OF THE ABOVE**, the undersigned does hereby elect to declare the forfeiture of your lease or under which you hold possession of the above-described premises and lessor will institute legal proceedings to recover rent and possession of said premises.

**THIS IS FURTHER NOTICE THAT DELIVERY OF POSSESSION OF THE PREMISES, OR THE PAYMENT OF THE AMOUNTS DEMANDED IN THIS NOTICE, MUST BE PAYABLE AS INDICATED AND DELIVERED TO THE PERSON INDICATED AS FOLLOWS.**

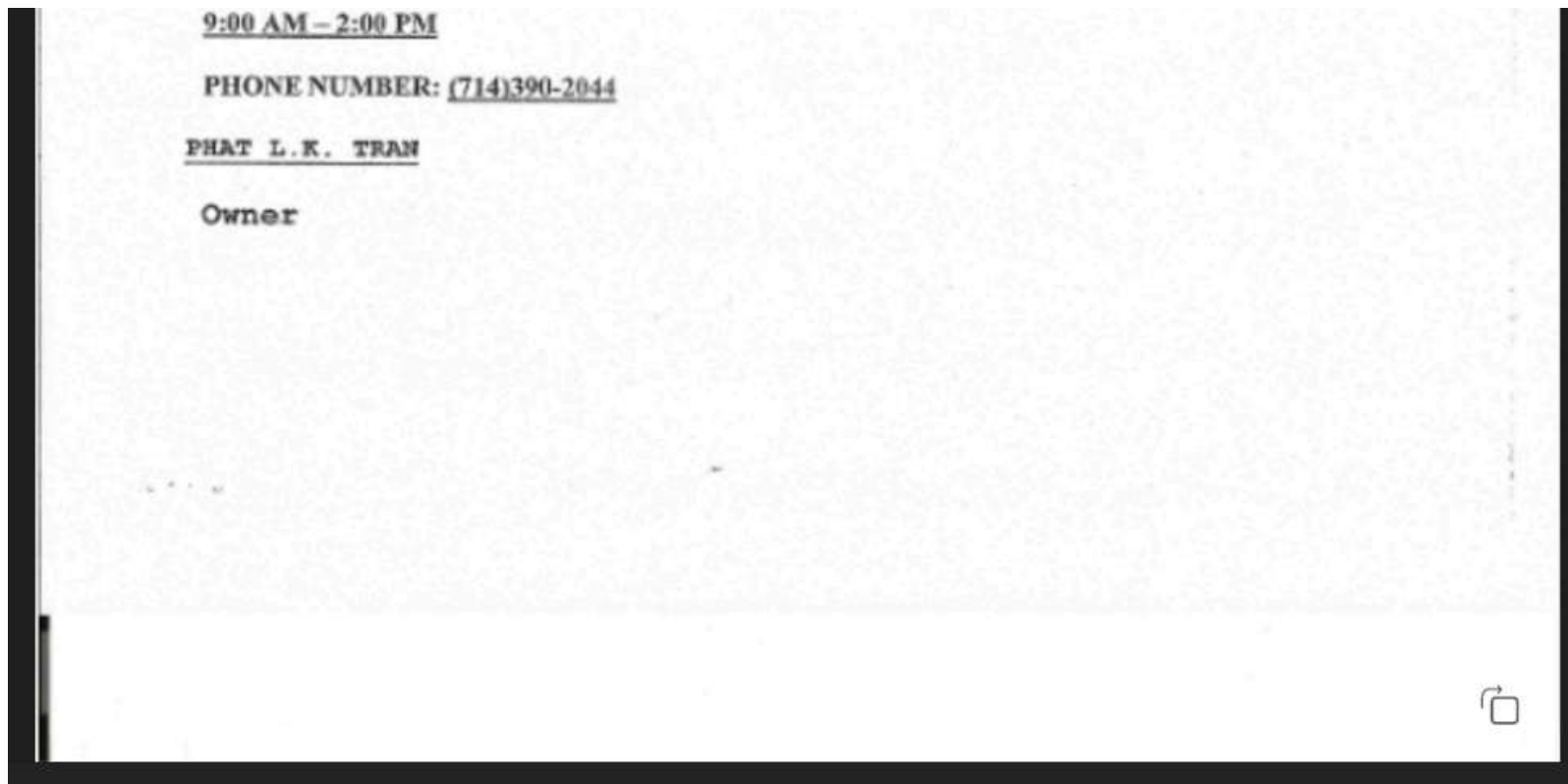
**DATED: 6/21/2024**

**MAKE RENT PAYABLE TO: PHAT TRAN c/o WELLS FARGO BANK ACCT #1005959166**

**DELIVER RENT TO: WELLS FARGO BANK**

**MAKE THE PAYMENT AT THIS ADDRESS: 19840 BEACH BLVD., HUNTINGTON BEACH, CA 92648**

**PAYMENT DAYS AND HOURS: MONDAY THROUGH FRIDAY 9:00 AM – 5:00 PM; SATURDAY**



In a California court, to prove retaliatory eviction, you must establish that your landlord took a negative action against you because you exercised a legal right. The law assumes retaliation occurred if the landlord's action came within 180 days of your protected activity.

This protection is defined under California Civil Code § 1942.5.

## The legal standard

For most retaliatory eviction claims, you must show the following:

- **Protected activity:** You lawfully and peacefully exercised one of your rights as a tenant.



- **Adverse action:** Your landlord took an action to terminate your tenancy, increase your rent, or decrease your services.
  - **Retaliatory motive:** Your landlord's action was intended as punishment or revenge for your protected activity. ●
- 

## Examples of protected tenant activities

Some of the most common legal rights you can exercise without fear of retaliation include:

- **Requesting repairs:** Notifying your landlord of a need for repairs that affect the habitability of your unit.
  - **Reporting violations:** Filing a complaint with a government agency, such as a health or building inspector, about unsafe or illegal living conditions.
  - **Using "repair and deduct":** Informing your landlord you intend to use or have used the legal "repair and deduct" remedy.
  - **Organizing with other tenants:** Joining or forming a tenants' association to advocate for tenant rights.
  - **Filing a lawsuit:** Starting a judicial or arbitration proceeding related to the property's habitability.
  - **Filing discrimination complaints:** Reporting discrimination or harassment to the appropriate agency. ●
- 

## The 180-day legal presumption

A key element of California law is the rebuttable presumption of retaliation.

- **Timing:** If your landlord takes an adverse action against you within 180 days (approximately six months) of you exercising a protected right, the court will presume their action was retaliatory.
  - **Shift in burden of proof:** This presumption shifts the burden of proof to the landlord, who must then demonstrate a legitimate, non-retaliatory reason for their action. If the landlord fails, your notice could be deemed invalid. ●
- 

## Proving your case

To maximize your chances of proving retaliation, you should:

- **Document everything:** Keep meticulous records of all communications with your landlord, including dates, times, and summaries of what was discussed.
  - **Communicate in writing:** Send repair requests, complaints, and other important notices in writing, via email or certified mail, to create a paper trail.
  - **Gather evidence:** Collect all relevant materials, such as timestamped photos of property issues, copies of complaints filed with agencies, and witness statements from neighbors. ●
- 

## What is not considered retaliation

A landlord's action is generally not considered retaliation if it:

- Was planned before you exercised a protected right.
- Is based on a valid lease violation, such as unpaid rent or property damage.

- Is a lawful increase in rent that affects all tenants and not just you.

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10/25/25, 7:27 PM

Yahoo Mail - Timing: If your landlord takes an adverse action against you within 180 days (approximately six months) of you exercising a protected right, the court will presume their ...

UD-101

ATTORNEY OR PARTY WITHOUT ATTORNEY  
NAME: Steven D. Silverstein #80466  
FIRM NAME: Steven D. Silverstein  
STREET ADDRESS: 14351 Red Hill Ave., Suite G  
CITY: Tustin  
TELEPHONE NO.: (714) 832-3651  
FAX NO.: (714) 832-7781  
E-MAIL ADDRESS: evictions@stevedsilverstein.com

STATE: CA ZIP CODE: 92780

ATTORNEY FOR (number): Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange  
STREET ADDRESS: 700 Civic Center Drive West  
CITY AND ZIP CODE: Santa Ana, CA 92701  
SEARCH NAME: Central Justice Center

PLAINTIFF: Phat L. K. Tran  
DEFENDANT: Michael Gasio, Does 1 to 5

PLAINTIFF'S MANDATORY COVER SHEET AND  
SUPPLEMENTAL ALLEGATIONS—UNLAWFUL DETAINER

CASE NUMBER: 01410091-CL-UD-CJC  
Dept. C61

Princess Dental Staffing

<https://www.princessdentalstaffing.com/dentists/514...>

Tran Luu Ky Phat, D.M.D | Dental Office

14411 Brookhurst St ... Garden Grove, CA 92843 ... Phone: (714) 775-7561 ... General Dentistry ...

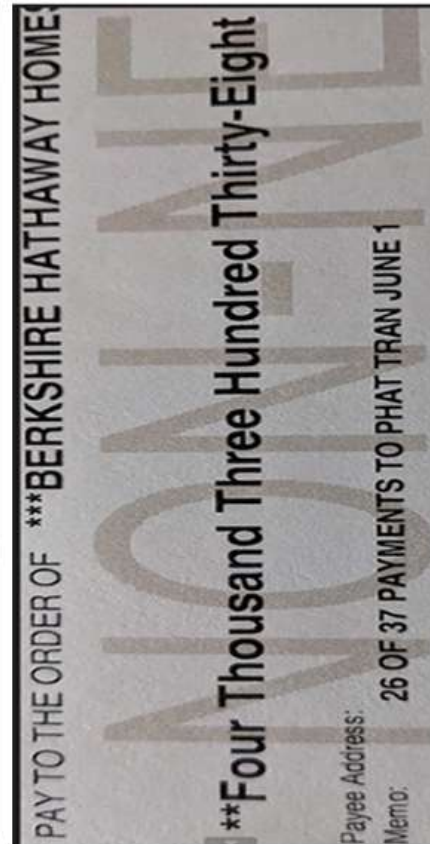
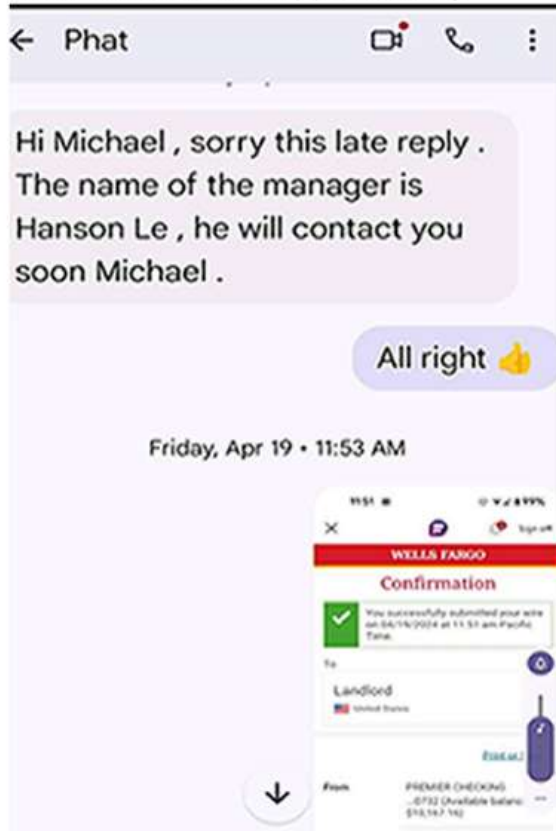
6. a. On or about (date): 06/01/2024  
defendant (name each):  
Michael Gasio

(1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy (specify): 1 year, 1 month lease  
(2) agreed to pay rent of \$ 5,350.00 payable ☒ monthly ☐ other (specify frequency):  
(3) agreed to pay rent on the ☒ first of the month ☐ other day (specify):

b. This ☒ written ☐ oral agreement was made with  
(1) ☒ plaintiff. (3) ☐ plaintiff's predecessor in interest.  
(2) ☐ plaintiff's agent. (4) ☐ Other (specify):

c. ☐ The defendants not named in item 6a are  
(1) ☐ subtenants.  
(2) ☐ assignees.  
(3) ☐ Other (specify):

d. ☐ The agreement was later changed as follows (specify):



Ask Fargo

WELLS FARGO

Landlord  
United States

From	PREMIER CHECKING ...0732 (Available balance \$10,331.12)
Amount	\$5,350.00
Wire transfer fee	\$0.00
Total from account	\$5,350.00
Send on ?	06/28/2024 (Cutoff time: 2:00 pm PT)
Deliver by ?	06/28/2024

April pays May 2024

May pays June 2024

June (2x) pays July 2024

← Phat

Hi Michael , sorry I did not know you did pay your rent to the Hanson account , I just texted him to find out . You mentioned about the 67k contract , I got confused about this part . Hanson told me that you did not want to sign the new lease and I don't receive the payment as I sent

9:14

← Phat

acceptable bond if you want to buy a bond from Wells Fargo they'll give you your money right away I'll give you the paperwork Monday that I've agreed because this is the first I've heard of it when you served me with this guy trying to run over me with a pickup I'm 72 with a

11:10

← Phat

you know I still have a adjustable mortgage loan on the property , rate increase crazy lately , I have to wait for the rate to go down so I can refinance the loan . Also I'm renting my practice since 2003 , my landlord increase my rent every year 4 to 5% base on CPI . This

← (714) 600-7741

My name is Michael Andrew Gasio I am your customer at Berkshire Hathaway home services California properties at 5847 Edinger I have just left the Huntington Beach Police department it was informed to tell you that I am the victim of a scam and fraud using your company's credential I have sent payment to this address

Ly Construction

Ly Construction, 9822 Hummingbird Ln, Garden Grove, CA (Employee: David Ly) holds a General Building license according to the California license board.

If a landlord knowingly creates a fictitious bill with a relative and presents it in civil court as genuine, this could constitute fraud and perjury. If both the landlord and the contractor relative knowingly participated in this deception, they could potentially be guilty of conspiracy to defraud the court.

A legal briefing might include:

1. **Fraud:** This involves intentional deception to secure unfair or unlawful gain. The court would need evidence that the bill was fictitious and presented with intent to deceive.
2. **Perjury:** This is knowingly making false statements under oath. If the landlord or contractor testified or submitted false documents, they could be guilty of perjury.
3. **Conspiracy:** If both parties agreed and acted together to deceive the court, this could constitute conspiracy. This typically requires an agreement to commit a crime and an overt act in furtherance of that agreement.

Consulting with an attorney for specific legal advice would be important in such a situation.

If a landlord knowingly creates a fictitious bill with a relative and presents it in civil court as genuine, this could constitute fraud and perjury. If both the landlord and the contractor relative knowingly participated in this deception, they could potentially be guilty of conspiracy to defraud the court. A legal briefing might include: Fraud. This involves intentional deception to secure unfair or unlawful gain. The court would need evidence that the bill was fictitious and presented with intent to deceive. Perjury: This is knowingly making false statements under oath. If the landlord or contractor testified or submitted false documents, they could be guilty of perjury. Conspiracy: If both parties agreed and acted together to deceive the court, this could constitute conspiracy. This typically requires an agreement to commit a crime and an overt act in furtherance of that agreement. add 2 legal presedents for each and maxamun fine by court

ChatGPT said:

ChatGPT

Here is an expanded legal briefing with case law precedents and maximum fines:

## Legal Briefing on Fraud, Perjury, and Conspiracy in Civil Court

### 1. Fraud (Intentional Misrepresentation)

Fraud involves knowingly making false representations with the intent to deceive for financial or legal gain. To prove fraud in court, a plaintiff must show:

- A false representation of a material fact
- Knowledge of its falsity
- Intent to deceive
- Justifiable reliance on the false statement
- Damages suffered as a result

Legal Precedents:



# Invoice

**Ly Construction**  
License #: 1068334  
Bond #: GCL5928963

9142 Russell Ave  
Garden Grove CA 92844  
(714) 369-7788  
[binhltdb@yahoo.com](mailto:binhltdb@yahoo.com)

Invoice NO. 2412  
DATE August 14, 2024

TO

Phat Tran  
19235 Brynn Ct  
Huntington Beach, CA

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Dave Ly		Per Invoice	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Remove carpet and underpad on 2nd floor and stairs - Labor	900.00	900.00
1.00	Carpet trash disposal - Labor	200.00	200.00
1.00	950 sqft vinyl - Material (\$2/sqft)	1,900.00	1,900.00
1.00	Install 950 sqft vinyl - Labor	2,175.00	2,175.00
14.00	Stairnose for stairs - Material	23.00	322.00
14.00	Stairnose installation - Labor	110.00	1,540.00
1.00	Paint and install 2nd floor basemolding - Material and Labor	800.00	800.00



		SUBTOTAL	\$ 7,837.00
		SALES TAX	
		TOTAL	\$ 7,837.00

Make all checks payable to David Ly  
**THANK YOU FOR YOUR BUSINESS!**

What about this evidence?

Thank you in advance for your responses.

Michael Gasio gasio77@yahoo.com

You never returned my e-deposit as a fake check but had the court pay you \$10,000 you had in the bank for rent and knew it.



10/25/25, 7:27 PM

Yahoo Mail - Timing: If your landlord takes an adverse action against you within 180 days (approximately six months) of you exercising a protected right, the court will presume their ...

The police have been taking notes.

**Dr. Phat Tran, when did you tell wife and mom both on contract you were kicking them out for not paying a second extortion demand of \$5,350 "Back Rent Increase" need this money as I have not increased rent in 3 years, so this is ok. Where did you say put the extra money to Berkshire like contract you signed or into your private account after saying Berkshire was paid as agreed and Hanson got the check?**

**Results for:** hbpd[Show results as list](#)

10 of 55

[Toggle timeline](#)[Sort by Relevance](#) ▾

**TO: Huntington Beach Police Department FROM: Michael Gasio RE: Formal Summary of Evidence and Criminal Allegations Filed to Date since complaint was nextUPS's to your office**

Michael A Gasio  
3:37 PM

to:Shawn Randell, criminal.fraud@usdoj.gov, losangeles@fbi.gov, and 10 others

...  
OVERVIEW

This memorandum provides a formal, sworn record of criminal allegations and evidentiary communications delivered to the Huntington Beach Police Department (**HBPD**) and related law enforcement agencies between February and June 2025. These reports concern a pattern of racketeering activity, wire and mail fraud, forged contracts, senior abuse, retaliatory eviction, and obstruction of justice involving multiple actors connected to Berkshire Hathaway HomeServices franchise operations.

BACKGROUND...

**Fw: You got to do a lot of work to make a lot of money**  
to:Shawn Randell

Michael A Gasio  
February 27

Yahoo Mail - Email Simplified

----- Forwarded Message ----- From: "michael gasio" <gasio77@yahoo.com> To: "Helder Pinheiro" <helderppinheiro@gmail.com>, "Robert Boyajian" <boyajianre@aol.com>, "Phat Tran" <kyphat@yahoo.com>, "Andrew Elkins" <aekins@gmail.com>, "Hanson Le" <hansonle@bhhscaprops.com>, "criminal.fraud@usdoj.gov" <criminal.fraud@usdoj.gov>, "Anna Ly" <lymyhoa@yahoo.com>, "Bhhscalifornia Info" <info@bhhscaifornia.com> Cc: Sent: Thu, Feb 27, 2025 at 8:25 PM Subject: You got to do a lot of work to make a lot of money  
Subject: I Am Already the Victim - Time to Set This Right...

**Lawful demand on your insurance provider**

to:moral character@calhar.ca.gov Shawn Randell richardrosiak@yahoo.com

Michael A Gasio  
Februarv 27



cc:meritcenter@calbar.ca.gov, Shawn Randell, Michael Gasio Pro Se

Michael Gasio Pro Se  
9432 Pier Dr, Huntington Beach, CA 92646  
(559) 287-9955  
gasio77@yahoo.com  
2/27/2025...

**Fw: I wish to pursue charges against Berkshire Hathaway California homes  
services Rico violations and other charges federal and state**  
to:Phat Tran, Hanson Le, Shawn Randell

Michael A Gasio  
March 1

Subject: A Sincere Thank You for Your Contributions  
Hanson,

I want to take a moment to genuinely thank you for the invaluable assistance you've provided in this case. You gave me everything I needed in writing. Not only did you confirm on official Berkshire Hathaway letterhead that you no longer represented us—which legally means you did represent us until June 13th—you also put in writing that we had an agreed-upon financial arrangement: \$5,000 upfront, followed by 11 payments of \$5,300. We honored that agreement, fully expecting a lease extension. Instead, three days before the end of our lease, after the owner had already agreed in writing to extend it, we were blindsided by a new contract. You knew we had lived there for three years. You knew an eviction like this was improper. Yet you stood by while your criminal associate railroaded us into a 3-day eviction—something we should have had at least 60 days to fight, even if we hadn't paid. But we did pay....

**Failure Notice Payment returned by court Silverstein never returned phone call or  
email to him for payment instructions**  
to:MAILER-DAEMON@yahoo.com, Phat Tran, clerk@stevenssilverstein.com, and 3 others

Michael A Gasio  
April 16

10/25/25, 7:27 PM

Yahoo Mail - Timing: If your landlord takes an adverse action against you within 180 days (approximately six months) of you exercising a protected right, the court will presume their ...