

Subject: Formal Notice – Record of Payment, Extortion, and Misrepresentation of Contract Performance

From: michael gasio (gasio77@yahoo.com)

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Date: Friday, October 17, 2025 at 05:25 PM PDT

To: Dr. Phat Ktran

20002 Sand Dune Lane Huntington Beach CA 92648

Date:

Subject: Formal Notice – Record of Payment, Extortion, and Misrepresentation of Contract Performance

Dr. Tran,

This correspondence serves to memorialize the facts concerning your direct involvement in the unlawful collection and misdirection of rent payments during my tenancy.

For two consecutive years, you required me to pay rent ten days early into your private bank account, or be subject to a \$500 not early enough fee and the realtor would mark that on our credit outside the terms of the written lease. You then after we started year three with your daughter Anna Ly introduced Mr. Hanson Le, who represented himself as an “agent” of Berkshire Hathaway HomeServices, and sent him to my residence on multiple occasions—including after 6:00 p.m.—to collect payments and deliver messages on your behalf.

You personally signed a contract that required payment to the property manager Hanson Le yet you directed me to provide cash to Mr. Le instead on the first of the month. On May 30, I did exactly as instructed and delivered the June payment to him. You confirmed in writing that you received it. Under California law, a cashier’s check is considered legal tender equivalent to cash unless returned or disputed within three business days. You never returned or objected to that payment.

When I sent a certified letter giving you an opportunity to correct your misstatements in court—specifically concerning the July payment—you ignored it. That payment was clearly marked as “Payment for one of three contracts – July,” consistent with your own acknowledgment that prior payments were current and the lease was valid.

To summarize the record:

You collected funds through private accounts contrary to contract terms.

You authorized an unlicensed individual to solicit and receive payments under false pretenses.

You provided false statements to the court while in possession of documented proof of payment.

You used text and email communications to facilitate these transactions, satisfying the elements of wire fraud and extortion under 18 U.S.C. §§1343–1344 and Cal. Penal Code §518.

The record demonstrates that your conduct meets the statutory definition of extortion and financial elder abuse under Cal. Penal Code §§518, 368(d). Directing an unlicensed person to collect funds from a senior tenant under threat of eviction further constitutes coercion for financial gain.

You are hereby placed on notice that this document will be entered into the record as part of the broader federal RICO review now underway and IRS audit called wire fraud with a bank instrument 4/19/2024 May renewal payment to start year 3.

Do you still have the money for July e payment to Wells Fargo out side contract? You know the one you had the judge send to you a second time when you said "he never paid a penny judge and peed on \$900 of base boards" to match upgrades on flooring for the Airbnb you were hosting before court date.

Respectfully,
Michael A. Gasio