

## Fw: Felonies against us

From: michael gasio (gasio77@yahoo.com)

To: richardrosiak@yahoo.com

Date: Sunday, February 9, 2025 at 08:50 AM PST

[Yahoo Mail - Email Simplified](#)

----- Forwarded Message -----

**From:** "michael gasio" <gasio77@yahoo.com>

**To:** "richardrosiak@yahoo.com" <richardrosiak@yahoo.com>, "Robert Boyajian" <boyajianre@aol.com>, "Helder Pinheiro" <helderppinheiro@gmail.com>, "Andrew Elkins" <aelkins@gmail.com>

**Sent:** Mon, Feb 3, 2025 at 6:34 AM

**Subject:** Fw: Felonies against us

### DEFENDANT'S FORMAL RESPONSE

lawyer's failure to acknowledge

----- Forwarded Message -----

**From:** michael gasio <gasio77@yahoo.com>

**To:** Richard Rosiak <attorneyrosiak@gmail.com>; Yulia <free2kaif@yahoo.com>; Helder Pinheiro <helderppinheiro@gmail.com>

**Sent:** Thursday, July 18, 2024 at 05:28:11 PM PDT

**Subject:** Felonies against us

Richard Rosiak Attorney at Law,

Yulia Gasio My Wife    Phone  
[free2kaif@yahoo.com](mailto:free2kaif@yahoo.com)

Helder Pinheiro 20 years FSUD. Phone 559-259-6103

I hope this message finds you well. I am writing to inform you of a temporary change in communication regarding my current legal case.

Due to health reasons, I will be stepping back from handling communications until my medication is properly balanced.

I've contacted Hoag psychiatric in Newport Beach and told them wish to be evaluated as the beta blocker seems to be having an adverse effect on my consciousness.

**During this time, my wife, Yulia Gasio, will be taking over all responsibilities related to our case.**

Please direct all future correspondence and inquiries to her at [ [free2kaif@yahoo.com](mailto:free2kaif@yahoo.com)] or [657-502-8884]. She is fully briefed on the situation and will be able to assist you with any matters that arise.

Thank you for your understanding and cooperation during this period.

July 18, 2024 5:27 PM

Best regards,

# SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

**MICHAEL ANDREW GASIO, Pro Se**

Plaintiff,

vs.

**RICHARD ROSIAK, ESQ.**

Defendant.

**Case No. [Insert Case Number]**

**Date: [Insert Date]**

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## FORMAL COMPLAINT FOR LEGAL MALPRACTICE, BREACH OF CONTRACT, AND FAILURE TO PROVIDE AGREED LEGAL SERVICES

### I. INTRODUCTION

This complaint arises from attorney **Richard Rosiak, Esq.**'s failure to fulfill his contractual obligations, his abandonment of legal representation at a critical juncture, and his **failure to provide court-ready documents** as promised after being paid in full.

Plaintiff **Michael Andrew Gasio** engaged Defendant **Richard Rosiak, Esq.**, to prepare legal documentation and represent him in a **landlord-tenant fraud case** involving **Dr. Phat Tran**, where the landlord had engaged in **fraud, perjury, and financial exploitation** to secure an unlawful eviction. Attorney **Rosiak accepted a retainer in June 2024**, promising to provide **court-ready documents** and legal support.

However, after receiving full payment for his services, **Attorney Rosiak failed to perform the contracted work**, failed to attend scheduled hearings, and **abruptly withdrew from representation** without cause, leaving the Plaintiff **unrepresented on the eve of trial** and **without critical court documents necessary for his defense**.

Despite multiple demands for completion of the agreed-upon work, Attorney Rosiak refused to fulfill his obligations, forcing the Plaintiff, who is **72 years old, medically disabled, and under extreme stress**, to prepare his own defense in an **already complex case involving fraud, elder abuse, and financial exploitation**.

This **egregious breach of duty** constitutes **legal malpractice**, a **violation of professional ethics**, and a **breach of contract**, warranting damages, **reimbursement of legal fees**, and referral to the **California State Bar** for further disciplinary action.

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## II. STATEMENT OF FACTS

### 1. Engagement & Payment:

- In **June 2024**, Plaintiff **retained Attorney Richard Rosiak** to represent him in an unlawful eviction and fraud case against **Dr. Phat Tran**.
- Plaintiff paid **\$4,000 upfront** for legal services, including the preparation of **court-ready documents** and **representation at trial**.
- Additional hourly fees of **\$520 per hour** were discussed for in-court representation, which Plaintiff agreed to pay.

### 2. Failure to Provide Services as Contracted:

- Attorney Rosiak failed to provide the **court-ready documents** that he was hired to prepare.
- Plaintiff **requested these documents multiple times**, only to be ignored or dismissed.
- Instead of fulfilling his duty, Attorney Rosiak **abandoned** the Plaintiff, sending a **letter of withdrawal after the close of business on Friday, January 10, 2025**, just **three days before the trial date (Monday, January 13, 2025)**, ensuring that Plaintiff had **no opportunity to secure new counsel or prepare properly**.

### 3. Misrepresentation & Breach of Duty:

- Attorney Rosiak **misrepresented** that he had lost contact with the Plaintiff, which was false, as Plaintiff had continuously provided updates and requests via email and phone.
- **At no time did Plaintiff request or agree to terminate legal representation.**
- Attorney Rosiak's actions **left the Plaintiff without legal representation in a highly complex case**, despite full payment for legal services.

### 4. Damages Incurred:

- Plaintiff was **forced to act as his own attorney under extreme stress**, while suffering from **medical conditions, including heart failure, requiring 24/7 monitoring**.
  - Plaintiff incurred **additional expenses** to secure legal knowledge and prepare his own court filings.
  - The absence of **properly prepared legal documents** increased the risk of financial and legal loss.
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## III. LEGAL CLAIMS

### 1. Legal Malpractice (Breach of Duty of Care)

- Attorney Rosiak **owed a duty of care** to Plaintiff upon accepting representation and payment.

- **By failing to provide court-ready documents and abandoning Plaintiff** just before trial, he breached this duty.

**2. Breach of Contract**

- The retainer agreement constituted a binding contract.
- **Attorney Rosiak was paid in full but failed to deliver the agreed-upon services** in clear breach of the contract.

**3. Breach of Fiduciary Duty**

- Attorneys owe a **fiduciary duty** to act in the best interest of their clients.
- **Failing to provide essential legal services and withdrawing without justification is a serious breach.**

**4. Negligent Infliction of Emotional Distress**

- Attorney Rosiak’s negligence **directly contributed to the Plaintiff’s mental and emotional distress**, given Plaintiff’s **medical conditions** and the complexity of the case.

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**IV. DAMAGES REQUESTED**

Category	Amount
Refund of Legal Fees Paid	<b>\$85,00</b>
Additional Legal Research & Self-Preparation Costs	<b>\$2,500</b>
Emotional & Medical Distress (Based on Legal Precedents)	<b>\$25,000</b>
Punitive Damages for Gross Negligence	<b>\$50,000</b>
<b>Total Damages Sought</b>	<b>\$85,500</b>

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**V. RELIEF REQUESTED**

Plaintiff respectfully **requests the court to grant the following relief:**

1. **Full reimbursement** of legal fees paid to Attorney Rosiak.
  2. **Compensatory damages** for financial losses and stress caused by Attorney Rosiak’s failure to act.
  3. **Punitive damages** for gross negligence and breach of duty.
  4. **A referral of Attorney Rosiak to the California State Bar for investigation of legal misconduct.**
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**VI. FINAL DEMAND & NOTICE OF REFERRAL TO THE STATE BAR**

As of this filing, **Attorney Rosiak has been formally notified** that he **failed to fulfill his obligations** and **abandoned** his client at a critical moment.

- **This complaint will be forwarded to his legal malpractice insurance provider.**
  - **The California State Bar will be notified of his failure to provide competent representation.**
  - **A legal malpractice lawsuit will proceed unless full compensation is paid within 10 days.**
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## **VII. CONCLUSION**

Attorney Rosiak's **failure to perform, abandonment of duty, and breach of fiduciary obligations** resulted in severe harm to the Plaintiff.

**This legal malpractice complaint seeks to hold Attorney Rosiak fully accountable.** The Plaintiff **demands full compensation** for all damages suffered and urges the court to issue appropriate sanctions.

Respectfully submitted,

**Michael Andrew Gasio, Pro Se**  
Plaintiff

9432 Pier Dr.

Huntington Beach Ca 92646