## Offer to reengage Tran vr. Gasio Responds by 4:30 PM today of your silence is your response

From: michael gasio (gasio77@yahoo.com)

To: richardrosiak@yahoo.com; helderppinheiro@gmail.com; yulia.gasio@csulb.edu

Date: Tuesday, January 28, 2025 at 10:06 AM PST

## Michael Andrew Gasio 9432 Pier Drive Huntington Beach, CA 92646 January 28, 2025

#### To:

Richard Joseph Rosiak, Esq. 8137 3rd Street, 1st Floor Downey, CA 90241

Subject: Court-Ready Document of Damages and Request for Reengagement in Representation

## Dear Mr. Rosiak,

I write to formally document the damages incurred due to my landlord, **Dr. Phat Tran**, and his fraudulent and retaliatory actions. After extensive research, analysis, and preparation, I have compiled a detailed account of the harm suffered. This document is intended to highlight the potential for significant damages in this case and serves as a request for you to reengage as my legal representative.

The stakes are extraordinarily high, with the potential to achieve over \$1.8 million in damages under California tenant law. I firmly believe your expertise is essential to present this case effectively and achieve the justice and compensation deserved.

# **Case Summary and Legal Context**

As you are aware, I retained you in **June 2024** to represent me against Dr. Tran, who has engaged in a pattern of fraud, retaliation, and negligence, including:

- Counterfeit Lease Agreements: Forged documents used to justify illegal rent increases.
- Proof of Payment Ignored: Despite fulfilling the requirements of a 3-day notice with a cashier's check, eviction proceedings continued.
- **Retaliatory Eviction**: After reporting habitability issues (mold, unsafe conditions), the landlord raised rent by 40% and filed a fraudulent "fixer-upper" claim for over \$30,000.
- **Violations of Quiet Enjoyment**: Including harassment, drone surveillance, sudden HOA fines, and refusal to address safety concerns.
- **Emotional and Physical Harm**: The stress caused heart failure, requiring 24/7 monitoring, and forced my co-tenant, Tatiana, to flee back to Ukraine.

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## **Damages Assessment**

Below is a comprehensive table of damages directly attributable to the landlord's actions and the failure to present these claims in court:

Line	Description	<b>A</b> mount	Multiplier	Total
1	Fraudulent lease payment	\$5,000	3x	\$15,000
2	Forced double rent payment	\$5,000	3x	\$15,000
3	Mold remediation expenses	\$7,000	2x	\$14,000
4	Moving costs	\$1,175.24	3x	\$3,525.72
5	Lost art studio rent	\$30,000	3x	\$90,000
6	Increased rent for new tenancy	\$30,000	3x	\$90,000
7	Emotional distress damages	\$10,000	3x	\$30,000
8	Loss of gardening services	\$7,000	2x	\$14,000
9	Fraudulent "fixer-upper" claim by LY Construction	\$30,000	2x	\$60,000
10	Elder abuse/PTSD damages for co-tenant Tatiana	\$75,000	-	\$75,000
11	Loss of rent-controlled housing	\$40,000	2x	\$80,000
12	Psychological distress from eviction	\$10,000	3x	\$30,000
13	Punitive damages for landlord's \$12M portfolio	\$100,000	-	\$100,000
14	Attorney preparation fees	\$4,000	-	\$4,000
15	Attorney representation for trial day	\$5,200	-	\$5,200
16	Tatiana's one-way ticket to Ukraine	\$3,000	-	\$3,000
17	Gas receipts and incidental moving costs	\$1,200	-	\$1,200
18	HOA fines incurred due to landlord's negligence	\$350	-	\$350

Total Damages: \$674,275.72

## **Key Legal Arguments**

## 1. Fraud and Perjury

- California Civil Code §§ 1572 and 1709 establish liability for fraudulent misrepresentation and deceit.
- Presenting a counterfeit lease in court constitutes perjury under California Penal Code § 118.

## 2. Retaliatory Eviction

 California Civil Code § 1942.5 explicitly prohibits evictions as retaliation for reporting habitability violations.

#### 3. Elder Abuse

• California Penal Code § 368 protects seniors from financial and emotional abuse. Dr. Tran's actions directly targeted me, a senior citizen, causing financial harm and emotional distress.

## 4. Quiet Enjoyment

• California Civil Code § 1927 guarantees tenants the right to quiet enjoyment. The landlord breached this right through harassment, surveillance, and neglect of property conditions.

## 5. Negligence and Breach of Duty

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• Under California law, landlords are obligated to maintain habitable conditions (Civil Code § 1941.1). Mold, unsafe flooring, and other hazards were ignored despite repeated complaints.

## **Proposal to Reengage**

Mr. Rosiak, I am formally requesting your reengagement as my legal representative to:

- 1. Prepare Court-Ready Documents: Include all evidence and arguments in a clear, organized format.
- 2. Represent Me in Court: Present this case effectively to achieve a favorable ruling.
- 3. **Secure Justice:** Ensure that the landlord is held accountable for his egregious actions.

I am willing to pay your hourly rate for court representation and document preparation. This case has the potential to yield substantial damages, including **punitive awards**, and I believe your expertise will maximize the outcome.

## Conclusion

This case represents more than just financial damages. It is an opportunity to hold a predatory landlord accountable and set a precedent for tenant rights. While I have done my best to prepare and advocate for myself, I cannot achieve the justice I deserve without professional legal representation.

Please confirm your willingness to reengage by **January 31, 2025**. If I do not hear from you, I will proceed to file a formal complaint with the State Bar of California and pursue alternative legal avenues.

Sincerely, **Michael Andrew Gasio** 

Michael Andrew Gasio 9432 Peir Drive Huntington Beach, CA 92646 January 28, 2025

#### To:

- Richard Joseph Rosiak, Esq. 8137 3rd Street, 1st Floor Downey, CA 90241
- 2. Office of Chief Trial Counsel
  The State Bar of California
  845 South Figueroa Street
  Los Angeles, CA 90017-2515

Plan #2

**Subject:** Formal Complaint Against Attorney Richard Joseph Rosiak (Bar #141430) for Professional Misconduct and Demand for Insurance Information

## Dear Mr. Rosiak and the California State Bar,

My name is **Michael Andrew Gasio**, a 72-year-old senior citizen with a career dedicated to education, law, and public service. I have worked as an educator, an administrator responsible for discipline, and a trusted mediator for truth and justice. Despite my background, I am not a licensed attorney, and I rely on my knowledge of the law, extensive research, and assistance from advanced tools to represent myself **pro se**.

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I am writing to file a formal complaint against Mr. Richard Joseph Rosiak for **gross professional misconduct**, **breach of fiduciary duty**, **and negligence** in his representation of my landlord-tenant dispute case. This letter outlines the extensive harm caused by Mr. Rosiak's actions, the damages left on the table due to his abandonment, and the severe impact his actions have had on my family, including my co-tenant Tatiana, a 65-year-old Ukrainian refugee who has now been forced back into a war zone.

Additionally, I demand the release of Mr. Rosiak's professional liability insurance information to pursue a malpractice claim for the damages he caused.

#### Introduction

In **June 2024**, I retained Mr. Rosiak to represent me in a case against my landlord, **Dr. Phat Tran**, who owns a \$12 million portfolio of properties and has engaged in egregious fraud and retaliatory actions. The landlord presented counterfeit documents, committed perjury, and unlawfully evicted me from a rent-controlled property where I had been a tenant for over three years. Despite clear evidence of fraud, including my **proof of payment for the 3-day notice**, a counterfeit lease, and documentation of retaliatory behavior, Mr. Rosiak failed to competently represent my case.

## **Summary of Misconduct**

## 1. Failure to Fulfill Contractual Obligations

I paid Mr. Rosiak a **\$4,000 retainer** to prepare court-ready documents, represent me in court, and provide a defense against the landlord's fraudulent eviction claims. However, Mr. Rosiak failed to deliver these services.

## 2. Abandonment Without Adequate Notice

On the **Friday evening before my Monday court date**, I received a letter from Mr. Rosiak stating he would no longer represent me. The letter, which arrived too late to prepare or secure alternate representation, effectively abandoned me at the most critical moment of my case.

## 3. Neglect of Evidence

Despite being provided with the following critical evidence, Mr. Rosiak failed to act:

- Proof of payment for the 3-day notice (cashier's check for \$10,700).
- Evidence of a **counterfeit lease** presented to the court.
- Documentation of the landlord's perjury in court filings.
- Reports of mold and uninhabitable conditions ignored by the landlord.
- A pattern of retaliatory actions, including sudden rent increases and a fraudulent "fixer-upper" claim.

## 4. Breach of Fiduciary Duty

You dismissed my case as though it lacked merit, disregarding the overwhelming evidence I presented. Your actions demonstrate a clear breach of fiduciary duty, leaving me to face a predatory landlord alone.

#### 5. Failure to Communicate

Knowing I was physically and emotionally incapacitated due to my medical conditions, you were instructed to communicate directly with my wife, a fluent English speaker and active participant in my case. You ignored these instructions, leaving both of us in the dark during critical moments.

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## **Damages Incurred**

Below is a detailed table of the damages left unclaimed due to Mr. Rosiak's negligence. These damages represent the harm caused by my landlord's fraudulent actions and Mr. Rosiak's failure to advocate for my rights.

Line	Date	Description	Amount	Multiplier	Total
1	April 2024	Fraudulent lease payment	\$5,000	3x	\$15,000
2	July 2024	Forced double rent payment	\$5,000	3x	\$15,000
3	April-July 2024	Mold remediation expenses	\$7,000	2x	\$14,000
4	July 2024	Moving costs	\$1,175.24	3x	\$3,525.72
5	August 2024	Rental application fees	\$35	-	\$35
6	August 2024	Lost art studio rent	\$30,000	3x	\$90,000
7	August 2024	Increased rent for new tenancy	\$30,000	3x	\$90,000
8	April 2024	Emotional distress damages	\$10,000	3x	\$30,000
9	April-July 2024	Loss of gardening services	\$7,000	2x	\$14,000
10	April 2024	Fraudulent "fixer-upper" claim by LY Construction	\$30,000	2x	\$60,000
11	August 2024	Elder abuse/PTSD damages for co-tenant Tatiana	\$75,000	-	\$75,000
12	June 2024	Attorney preparation fees (contractual obligation)	\$4,000	-	\$4,000
13	N/A	Potential attorney fees for winning case	\$20,000	-	\$20,000
14	August 2024	Tatiana's one-way ticket to Ukraine (war zone)	\$3,000	-	\$3,000
15	April 2024	Psychological distress from retaliatory eviction	\$10,000	3x	\$30,000
16	April 2024	Loss of rent-controlled housing	\$40,000	2x	\$80,000
17	N/A	Health-related damages due to stress and anxiety	\$15,000	-	\$15,000
18	N/A	Punitive damages for landlord's \$12M portfolio	\$100,000	-	\$100,000

Total Damages: \$738,560.72

# **Legal Basis for Complaint**

Mr. Rosiak's actions violated the following California Rules of Professional Conduct:

- 1. Rule 1.1 (Competence):
  - Failed to represent my case competently, disregarding evidence and legal obligations.
- 2. Rule 1.3 (Diligence):
  - Demonstrated gross neglect by withdrawing on the eve of my court date.
- 3. Rule 1.4 (Communication):
  - Failed to maintain consistent and professional communication with me and my wife.

# **Conclusion and Next Steps**

This letter will be submitted to the **California State Bar** today. I also request Mr. Rosiak's malpractice insurance information for the purpose of pursuing a claim.

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You may have seen me as just another client with a minor case, but you failed to realize I was prepared to uncover every misstep, every neglectful action, and every loss caused by your inaction. I may not be a lawyer, but I know how to fight back, and I do not back down.

Sincerely, **Michael Andrew Gasio** 

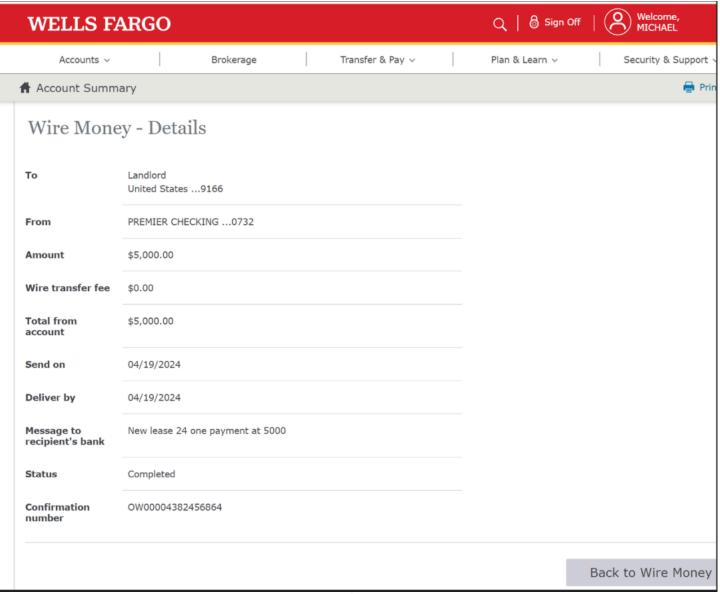
Pro Se

Corrections one hour?

A "pro se" litigant, meaning someone representing themselves in court without a lawyer, is responsible for: conducting all aspects of their case independently, including filing necessary paperwork, researching relevant laws, presenting arguments in court, complying with court deadlines, and ensuring they understand all legal procedures; essentially, they must manage their case entirely on their own.

Pocketed by owner into private bank account at Wells Fargo.

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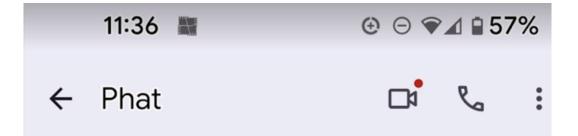


For legal reason not shown in new contract the counterfeit in court.

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Hi Michael, sorry I did nt know you did pay your rent to the Hanson account , I just texted him to find out . You mentioned about the67k contract ,I got confused about this part . Hanson told me that you did nt want to sign the new lease

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© Email Addresses for Tri Le in Huntington Beach, CA

hansontle@yahoo.com

# 🚚 Also Known As

Hanson Tri Le
Hanson Le
Tri Le Hanson
Hanson T Tri
Le Hanson
T Le Hanson

Hanson T Le Tri Le Tri Lehanson Le T Hanson Gie Letri Hanson T Tri-le

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Text

Telephone (714)720-5447

In real estate transactions, particularly with a company like Berkshire Hathaway California Homes, courts typically look for certain elements to determine the authenticity and validity of a contract. A corporate seal isn't always required, but the presence of a real estate agent's lawful ID numbers, their written acknowledgment, and their signature can serve as key indicators of the document's legitimacy. If the real estate agent's ID numbers and other details are included in the contract, and they match official records, the court is likely to consider this as valid proof of the agent's involvement and the contract's authenticity.

#### REAL ESTATE BROKERS: Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant. Agency relationships are confirmed in paragraph 41. C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker. Tenant's Brokerage Firm Berkshire Hathaway HomeServices California Properties DRE Lic. # Date By (Agent) Hanson Le DRE Lic. # State <u>CA</u> Zip <u>92649</u> Address 5848 Edinger Ave City Huntington Beach Telephone (714)720-5447 Text E-mail hansonle@bhhsCAprops.com Housing Provider's Brokerage Firm BERKSHIRE HATHAWAY HOMESERVICES CALIFORNIA PROPERTIES DRE Lic. # 01208606 Hanson Tri Le DRE Lic. # 01358448 Date By (Agent) Address 5848 Edinger Ave State CA Zip 92649 City Huntington Beach

E-mail hansonle@bhhsCAprops.com

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Posted Transactions					
• 06/28/24	WT SEQ239798 PHAT L TRAN /BNF=Phat Tran SRF# OW00004652829145 TRN#240628239798 RFB# OW00004652829145	\$5,350.00			
• 04/19/24	WT SEQ140387 PHAT L TRAN /BNF=Phat Tran SRF# OW00004382456864 TRN#240419140387 RFB# OW00004382456864	\$5,000.00			
① 03/20/24	WT SEQ#89675 PHAT L TRAN /BNF=Phat Tran SRF# OW00004277751179 TRN#240320089675 RFB# OW00004277751179	\$5,000.00			
① 02/20/24	WT SEQ165518 PHAT L TRAN /BNF=Phat Tran SRF# OW00004175945596 TRN#240220165518 RFB# OW00004175945596	\$5,000.00			
①1/22/24	WT SEQ#76609 PHAT L TRAN /BNF=Phat Tran SRF# OW00004067477330 TRN#240122076609 RFB# OW00004067477330	\$5,000.00			
12/19/23	WT SEQ#76628 PHAT L TRAN /BNF=Phat Tran SRF# OW00003959774782 TRN#231219076628 RFB# OW00003959774782	\$5,000.00			
11/20/23	WT SEQ100278 PHAT L TRAN /BNF=Phat Tran SRF# OW00003856699927 TRN#231120100278 RFB# OW00003856699927	\$5,000.00			
10/20/23	WT SEQ#60263 PHAT L TRAN /BNF=Phat Tran SRF# OW00003749595672 TRN#231020060263 RFB# OW00003749595672	\$5,000.00			
① 09/20/23	WT SEQ#64077 PHAT L TRAN /BNF=Phat Tran SRF# OW00003645944872 TRN#230920064077 RFB# OW00003645944872	\$5,000.00			
①8/18/23	WT SEQ164891 PHAT L TRAN /BNF=Phat Tran SRF# OW00003536112847 TRN#230818164891 RFB# OW00003536112847	\$5,000.00			
① 07/20/23	WT SEQ#22795 PHAT L TRAN /BNF=Phat Tran SRF# OW00003437296642 TRN#230720022795 RFB# OW00003437296642	\$5,000.00			
06/20/23	WT SEQ201747 PHAT L TRAN /BNF=Phat Tran SRF# OW00003342316341 TRN#230620201747 RFB# OW00003342316341	\$5,000.00			

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Saturday, May 11 • 8:20 AM

Hi Michael , I m
very busy with my
pratice , one of
my associate just
delivered a baby
and another one is
moving to Texas .
I feel I don t have
time to take care of
my tenant therefore
I have to hire a
property manager
to help me As
you know I still

**(+)** 





to help me . As you know I still have a adjustable mortgage loan on the property, rate incrase crazy lately, I have to wait for the rate to go down so I can refinance the loan. Also I m renting my pratice since 2003, my landlord increase my rent every year 4 to 5% base on Cpi. This year they increase to 6% because of the inflation . You lease this property 3 years now and I never increased the rent for 3 years! Normally the rent should increase minimum 3% yearly base on Cni. Hope you understand the  $\Psi$  ation .



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**Age**: 69

Full Name: Phat L Tran

**Current Home Address:** 

24 Rawhide

Irvine CA 92602

Past Addresses: Homes, Rental Properties, businesses, apartments, condos and/or other real estate associated with Phat Tran in Irvine, CA.

1536 Orchard Dr 20012 Sand Dune Ln

Newport Beach CA 92660 Huntington Beach CA 92648

19235 Brynn Ct 1400 Pacific Coast Hwy, Unit 112

Huntington Beach CA 92648 Huntington Beach CA 92648

15521 Ashley Ave 9521 Newfame Cir

Westminster CA 92683 Fountain Valley CA 92708

**Phone:** Cell/Mobile/Wireless and/or landline telephone numbers for Phat Tran in Irvine, CA.

(714) 390-2044 (current)

(657) 231-6219

(657) 231-6899

(714) 531-5760

(714) 537-4440

(714) 554-2337

(714) 630-2100

(714) 775-7561

**AKA:** Alias, Nicknames, alternate spellings, married and/or maiden names for Phat Tran in Irvine, CA.

Phat Luuky Dr Tran • Phat Lk Tran • Phat K Tran • Phat Tran • Phat L K-tran

- Dhat I Vtran - Dhat I k Tran - Dhat T Ha

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" TIIAL L NUAII " TIIAL LK II AII " TIIAL I THE

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Can you finish what you started or next step?

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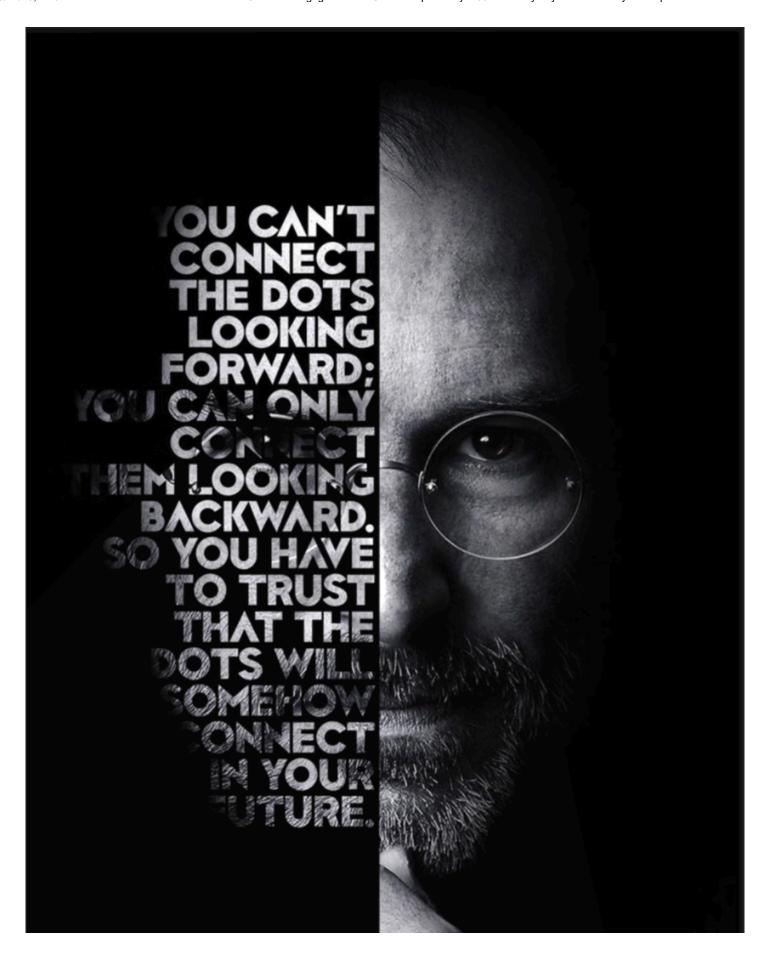


Nothing personal.

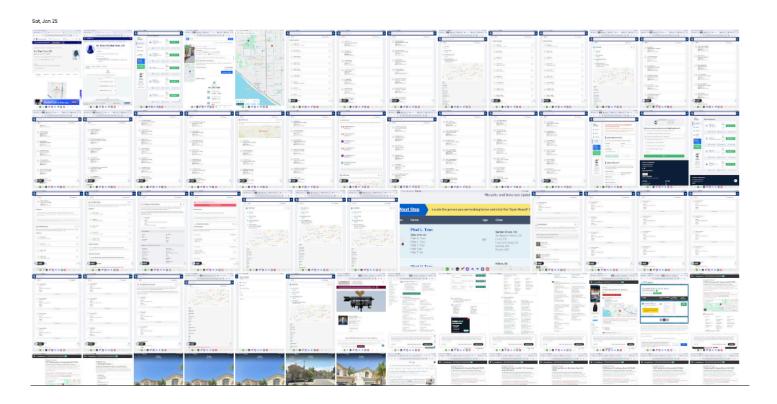
WE all are better off plan #2.

Michael Gasio

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## Yesterday

Demand for Legal Documents

Court Order Non-Compliance

Unlawful Eviction Settlement

Listen until stop

Wait Until Finished

Legal Question Fun CA

**Predatory Landlord Practices** 

Felonies and Professional Con

Court Update Letter Draft

Gaseo contract dispute summ

## Previous 7 Days

Berkshire Hathaway Legal Bati

Berkshire Hathaway Lawsuit A

Legal Analysis of Fraud

Property Closing Date Lookup

NT to creditors explanation

Post-Trial Evidence Clarificatio

Civil Court Damages Summan

Discovery for Tom Nguyen

Scanning PDF Recommendation

Pro Se Legal Query

Defendant Property Summary

Court Presentation Draft

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Perjury and Senior Abuse Con

Internet mail and interstate co

Pickup image editing guide

**HP Tablet Printer Connection** 

Payment Clarification Timeline

Punitive Damages Explanation

Income vs Lawsuit Proportion

Corporate Seal Importance

Certified letter tracking

**Tenant Protection Violations** 

Representing Multiple People

Living Document in Court

Orange County Courthouse In

MD vs DMD Salary

Landlord Fraud Legal Dispute

Logical analysis of case

ChatGPT Disclaimer Creation

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NT to creditors explanation

Post-Trial Evidence Clarificatio

Civil Court Damages Summan

Discovery for Tom Nguyen

Scanning PDF Recommendation

Pro Se Legal Query

Defendant Property Summary

Court Presentation Draft

Perjury and Senior Abuse Con

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Landlord Fraud Legal Dispute

Logical analysis of case

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ChatGPT Disclaimer Creation

Legal Disclaimer Assistance

Predatory Landlord Definition

Fraudulent Lease Conspiracy

Legal Threat to Landlord

Damages Paperwork Guidanc

Heart Monitor and Medicatio

Lexapro Beta-Blocker Interact

Wire fraud and internet

Data Only Protocol

Fraud under Legal Standards

Legal Matter and Receipt

Damages Evidence Request

Forceful Letter Request

**Eviction Case Statement Summ** 

Court Statement Assistance

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# **DAMAGES**

# **Comprehensive Damages Table**

Category	Description	Amount	Multiplier	Total	Case Law
Moving Costs	Costs incurred due to eviction (rental truck, labor, gas, supplies).	\$2,500.00	1.5	\$3,750.00	Green v. Superior Court, 10 Cal. 3d 616
Unreturned Deposits	Deposits paid but not returned by the landlord.	\$6,350.00	2.0	\$12,700.00	Granberry v. Islay Investments, 9 Cal. 4th
Medical Costs	Cardiologist visits/tests due to stress caused by eviction.	\$1,340.00	1.5	\$2,010.00	Potter v. Firestone Tire, 6 Cal. 4th 965
Psychological Therapy Costs	Therapy sessions for eviction-induced stress and marital counseling.	\$15,000.00	2.0	\$30,000.00	Molien v. Kaiser Foundation, 27 Cal. 3d 916
Mold-Related Damages	Compensation for mold exposure (15% of monthly rent for 30 months).	\$22,500.00	2.0	\$45,000.00	Stoiber v. Honeychuck, 101 Cal. App. 3d 903
Fraudulent Depreciation Claim	False claims for carpet replacement costs.	\$3,000.00	1.5	\$4,500.00	Roberts v. Craig, 124 Cal. App. 2d 202
Unlawful Rent Increase	Rent increase from \$5,000 to \$7,500, violating Tenant Protection Act.	\$90,000.00	2.5	\$225,000.00	Birkenfeld v. City of Berkeley, 17 Cal. 3d
Studio Loss	Loss of Plaintiff's artist studio in perpetuity.	\$9,000.00	3.0	\$27,000.00	Miller v. Department of Housing, 11 Cal.
Lost Furniture and Possessions	Value of furniture discarded, donated, or damaged during forced move.	\$9,000.00	1.5	\$13,500.00	Armstrong v. United States, 364 U.S. 40
Relocation Costs	Expenses incurred due to unlawful eviction.	\$6,000.00	1.5	\$9,000.00	Hernandez v. Mediterranean Apts, 18 Cal.
Emotional Distress	Severe distress due to fraud, eviction, health issues, and marital strain.	\$50,000.00	3.0	\$150,000.00	Potter v. Firestone Tire, 6 Cal. 4th 965
Hidden Payments	Payments concealed by landlord during eviction proceedings.	\$10,700.00	2.0	\$21,400.00	Spinks v. Equity Residential Briarwood Apts

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Temporary Housing Costs	Accommodations post- eviction.	\$5,000.00	2.0	\$10,000.00	Marina Tenants Assn. v. Deauville Marina
Legal Preparation Costs	Self-representation including expert witness role (200 hours @ \$155/hour).	\$31,000.00	2.0	\$62,000.00	Hernandez v. Mediterranean Apts, 18 Cal.
Senior Status Enhancements	Additional damages due to senior tenant protections.	\$28,924.02	1.5	\$43,386.03	California Welfare and Institutions Code
TOTAL DAMAGES		\$289,814.02		\$662,246.03	

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