

Coming soon to a court near you the best seller of 2025 AI comes Alive in Orange County CA

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Date: Tuesday, July 29, 2025 at 01:57 PM PDT

THE GASIO CASE HANDBOOK: COMPREHENSIVE LEGAL OUTLINE OF FRAUDULENT EVICTION, ELDER ABUSE, AND CIVIL RIGHTS VIOLATIONS

Prepared for submission to District Attorney, FBI, State Bar, HUD, DOJ, and relevant housing enforcement agencies.

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SEE THE FUTURE TODAY

Chapter 1: Introduction – Internet Listing and Initial Fraud

The first criminal act in this case was embedded in the very **first real estate listing**, which stated:

"\$5,000 per month – Pets \$500"

This listing was posted publicly and is retained as a screenshot. The use of the plural word "pets" and a defined surcharge clearly constituted an offer, under **Cal. Civil Code § 1584**, which binds once performance begins.

Upon move-in, the following facts were concealed:

- The property had no in-unit laundry despite being advertised.
- The home had existing mold conditions.
- There was no professional cleaning or odor control from the previous dog-owning tenants.

Legal Relevance:

- **Misrepresentation in real estate advertising** is governed by **Cal. Business & Professions Code §17502**.
- The landlord and Anna Ly, as a licensed realtor, violated this law by knowingly omitting material conditions.

Felony Impact:

- **False advertising of habitability** may constitute **real estate fraud under Penal Code §532(a)** and, when tied to electronic communications, **18 U.S. Code §1341 (Wire Fraud)**.
- Evidence shows these representations were used to induce tenant reliance, triggering damages.

Third Parties Implicated:

- **Anna Ly**, licensed under Berkshire Hathaway, made the original offer.
- **Phat Tran**, property owner and practicing dentist, concealed the mold history and performed no HVAC treatment.

Embedded Charge Card 001

Charge: Real Estate Fraud via Misrepresentation in Internet Advertisement

Statutes Violated: CA Penal Code §532(a), CA Bus. & Prof. Code §17502, 18 U.S. Code §1341

Key Actor(s): Anna Ly, Phat Tran

Penalty Exposure: Felony - Up to 5 years (state), 20 years (federal if wire fraud proven)

Evidence Summary: Screenshot of original listing, testimony regarding mold and pet odor concealment, sworn declaration of move-in conditions

Embedded Charge Card 002

Charge: Material Omission in Property Condition Disclosure

Statutes Violated: CA Civ Code §1104, CA Health & Safety Code §15901

Key Actor(s): Phat Tran

Penalty Exposure: Civil liability + treble damages under elder and disability statutes

Evidence Summary: No mold disclosure form issued, history of unremediated HVAC and visible surface mildew noted by inspector

Embedded Charge Card 003

Charge: False Advertising of Laundry and Amenities

Statutes Violated: CA Bus. & Prof. Code §17502, CA Civ Code §1710

Key Actor(s): Anna Ly

Penalty Exposure: Civil fraud, licensing sanctions, consumer violation up to \$2,500 per incident

Evidence Summary: Email stating "we'll measure for laundry later" after move-in, discrepancy between ad and walkthrough

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RENT CAP AND JUST CAUSE ADDENDUM

(NOTE: STATE OR LOCAL COVID-19 LAWS MAY LIMIT THE AVAILABILITY OF CERTAIN EXEMPTIONS. CHECK WITH LEGAL COUNSEL BEFORE PROCEEDING.)
(C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 04/21/2022 on property known as 19235 Brynn Ct, Huntington Beach, CA 92648-6287 in which Michael A Gasio, Yulia S Gasio is referred to as "Tenant" and Phat Tran is referred to as "Landlord".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs Tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

☐ **Notice of Exemption:** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. "At-Fault" Reasons:

- A. Default in payment of rent.

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RCJC 12/20 (PAGE 1 OF 2)



RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

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www.lwof.com

19235 Brynn Ct

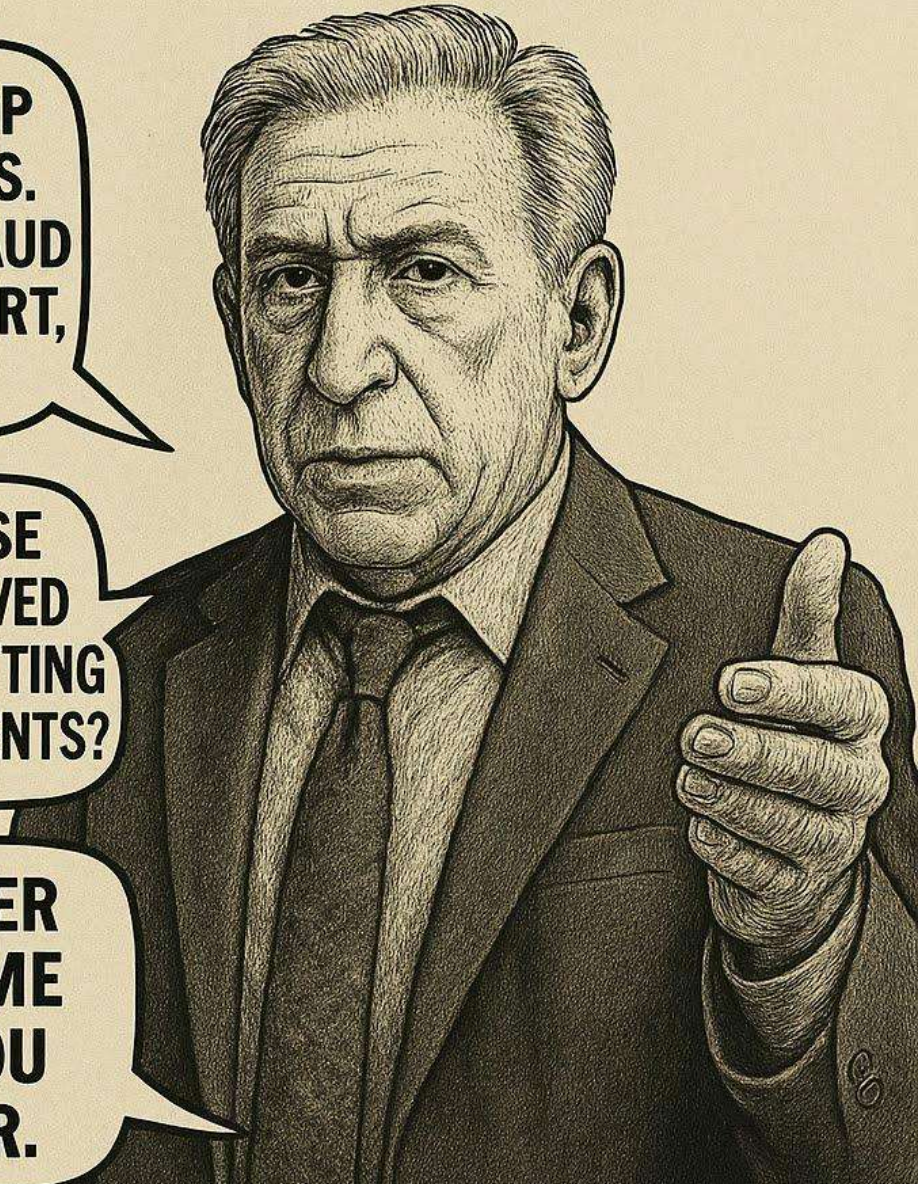
I KEEP MY PROMISES

**THREE-DAY EVICTIONS ON ANYONE—
AND THEY'LL PAY FOR THE LAWYER, TOO.
THAT'S MY PROMISE TO YOU.**

**I HAD TO DROP
THE DAMAGES.
THAT WAS FRAUD
UPON THE COURT,
YOU IDIOT.**

**ONLY BECAUSE
THE JUDGE BELIEVED
ME ARE YOU GETTING
TWO JULY PAYMENTS?**

**DON'T EVER
CONTACT ME
AGAIN, YOU
SWINDLER.**





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Unlawful Detainer Process, Explained by Steven D Silverstein, Eviction Lawyer

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Motion for Summary Judgement and its advantages, according to Eviction Lawyer...

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He know better Steve a pro in 2012 at "no representation evictions" shady clints only no banks or institutions looking over his shoulders.

Kings of eviction do brisk business kicking people out

They are among the only attorneys known in their regions for niche practice

By Katie Lucia
Daily Journal Staff Writer

RIVERSIDE — Barry O'Connor doesn't work as much as he used to.

These days, the veteran sole practitioner, who focuses on unlawful detainers, says he is taking it easy with a day that begins at 6 a.m., includes no time for lunch and, if he's lucky, ends around 6:30 p.m.

O'Connor has earned his title as the Inland Empire's "Eviction King," attorneys say, as he has handled between 40,000 to 50,000 evictions and related matters in his 25-year career.

"Landlords know there's only one attorney that you want to contact if you need to get a tenant out, and that's Barry O'Connor," said Scott Talkov, an associate with Reid & Hellyer APC in Riverside. "He's seen it all. He's litigated it all, and he knows every trick in the book. He'll make sure that landlords' rights are protected."

O'Connor may be the most prominent evictions attorney in the region, but he says every major area has a lawyer similarly known for his or her eviction prowess.

In Orange County, that attorney is Steve D. Silverstein.

"It's not a glamorous job," said Silverstein, who practices in Tustin. "I guess I'm down there with collections attorneys. Different guys are in bankruptcy or family law ... but I'd rather kick people out of their homes than split up families."

Unlike O'Connor, Silverstein admits he's a workaholic. He works six days a week, he said, bouncing from courthouse to courthouse Monday through Friday and doing



Katie Lucia/Daily Journal

administrative work over the weekends.

"That's because my name's on the door," he said.

Volume is the name of the game for the unlawful detainer niche, the attorneys agree. O'Connor said he files an average of 100 cases each month and has made as many as 34 appearances in different cases before a single judge at one time.

At any given trip to court, Silverstein will have as many as eight appearances at once. Though the lawyers admit their work

differs in many ways from traditional lawyering, the fast pace and high volume of eviction matters makes for a steady market — one that is virtually recession-proof.

"When the economy is good, the evictions on the rental side [are] good, and when the economy is bad, the evictions on the foreclosure side [are] usually pretty good," O'Connor said.

The good only got better when foreclosures skyrocketed over the past five or six years, they said.

"My business doubled," Silverstein said. "Because I mostly do foreclosures — not for the banks, for the guys that buy them at the foreclosure sale."

As the rate of foreclosures began to plateau the past two years or so, Silverstein said he experienced a dip in business, but he's far from starving.

Evictions are not difficult, O'Connor said, but they are technical, which is why no one really does them on a part-time basis. Silverstein calls the specialty "cookie-cutter" law,

likening the cases to products on a conveyor belt.

"You sort of thrive on the volume," Silverstein said.

Though he deals with unlawful detainers day in and day out, O'Connor said each case has a unique set of challenges, which is why he still enjoys the work after 25 years.

'I've had sons evicting mothers, and the same day, same court, I've had mothers evicting sons.'

— Barry O'Connor

"I've had sons evicting mothers, and the same day, same court, I've had mothers evicting sons," O'Connor said. "A lot of times, it is very complicated, and there are a lot of emotional issues."

Some of the obstacles O'Connor faces include home recovery tricks and marijuana dispensary disputes.

"Marijuana collectives — they can afford to fight tooth and nail to stay in the property," O'Connor said. "They're a lot more difficult. They fight really hard on those because they have the resources to do such. It's not a financial issue for the tenant like it is in most cases."

The challenging and rather unique line of litigation in which he's made his living was not what O'Connor imagined he'd handle when he graduated law school.

"I didn't intend on doing this," he said. "It was by accident. But people said, 'Don't worry about it. Once you get out, you'll figure out what you're going to do.' And they were right."

katie_lucia@dailyjournal.com

What about the law and wire fraud?

Complete with DocuSign: Extension of Lease May 2024pdf.pdf

From: Anna Ly

Please DocuSign: City of Fresno ERAP_Form W-9_5266 N 1st St.pdf

From: Robert Boyajian

Please DocuSign: 19265 Brynn court rental agreement - Michael Gasio and Yulia Gasio.pdf, pet_ad...

From: Anna Ly

Please DocuSign: 19265 Brynn court rental agreement - Michael Gasio and Yulia Gasio.pdf

From: Anna Ly

Please DocuSign: 19265 Brynn court rental agreement - Michael Gasio and Julia Gasio.pdf

From: Anna Ly

MICHAEL A GASTIO please DocuSign the EECU Change of Address document.

Demand Letter for contract after payment

Yahoo/Sent ☆

**Michael Gasio**

From: gasio77@yahoo.com

To: Anna Ly, Anna Ly, Hanson Le, Phat Tran



Sat, May 11 at 7:47 AM ☆

Subject: Urgent Request for Lease Extension Contract at 19235 Brynn Ct HB CA 92648

Michael Andrew Gasio

19235 Brynn Ct

Huntington Beach CA 92648

gasio77@yahoo.com

559-287-9955

5/11/2024

Anna Ly
714-724-5688
Sun Realty and Management
BRE# 01894348

Dear Ms. Ly,

I hope this letter finds you well.

I am writing to address an urgent matter regarding the lease extension at the property located at 19235 Brynn Ct HB CA 92648 offered by you on 2/2024 at Doc U Sign.

As per our previous discussions and agreements, we have fulfilled our end of the arrangement by sending the requested payment (Gasio #1) to the owner. However, it has come to our attention that there have been multiple changes to the terms of the contract which is unethical, highly concerning, unacceptable and breaks the existing laws of the state both contract and criminal after we sent you the payment.

We understand that there may have been complications with the owner's actions of terminating your employment, but it is imperative that we receive the valid contract for the lease extension you offered (Gasio#2) without any rent increase, as initially agreed upon. We insist on transparency and adherence to the original terms outlined in the first contract, which we believe to be the legally binding agreement in California.

I have attached the payment showing continuity of the original lease at the agreed on price were we paying \$5,000 for May 2024.

WELLS FARGO

Q

Sign Off

Welcome, MICHAEL

Accounts

Brokerage

Transfer & Pay

Plan & Learn

Security & Support

Account Summary

Print

Wire Money - Details

To

Landlord
United States ...9166

From

PREMIER CHECKING ...0732

Amount

\$5,000.00

Wire transfer fee

\$0.00

Total from account

\$5,000.00

Send on

04/19/2024

Deliver by

04/19/2024

Message to recipient's bank

New lease 24 one payment at 5000

Status

Completed

Confirmation number

OW00004382456864

Back to Wire Money

Soon to be a bestseller.
Absolutely forbidden by international treaties to be transmitted over the Internet.

Not fake names or events all pages packed with truth.

Watch for the mini series on court tv this fall.

Michael Gasio
9432 Pier DR Huntington Beach CA 92646

559-287--9955
gasio77@yahoo.com