

MERRIMACK, SS.

SUPERIOR COURT

BEFORE THE COURT APPOINTED REFEREE
IN RE: THE LIQUIDATION OF THE HOME INSURANCE COMPANY
DISPUTED CLAIMS DOCKET

| | |
|----------------------------|--|
| IN RE LIQUIDATOR NUMBER: | 2009-HICL-44 |
| PROOF OF CLAIM NUMBER: | CLMN711647 |
| CLAIMANT'S NAME: | ADEBOWALE O. OSIJO |
| CLAIMAINT NUMBER: | CDV-2007-745 |
| POLICY OR CONTRACT NUMBER: | GL-1692617 |
| INSURED'S NAME: | HOUSING RESOURCES MANAGEMENT, INC., ACORN I, LTD & ACORN II, LTD. |
| DATE OF LOSS: | 10-07-1988 |

CLAIMANT'S MANDATORY DISCLOSURE

Pre-Emption

By this, Claimant, Adebowale O. Osijo, respectfully places before the Superior Court of New Hampshire, Merrimack County, in the liquidation proceeding of the Home Insurance Company, the issue of violation of Claimant's due process rights, under the *Fourteenth Amendment to the Constitution of The United States of America*, and the *California Constitution, Article 1, Section 7(a)*.

Claimant respectfully requests this Court's finding of facts and conclusions of law, on the Liquidator's determination that "Home paid \$250,000 into the trust account of your then attorney." (Please see the Liquidator's Case File, Exhibit D, page CF18). The aforementioned Liquidator's determination is not an adjudicated fact by, and of the Superior Court of California, Alameda County, in the matter of Osijo v Housing Resources Management, Inc., Prostaff Security Service, Inc., Acorn I, Ltd., and Acorn II, Ltd., Case No.: C-649881.

The Alameda County Superior Court was the forum Court that has the personal and subject-matter jurisdictions, to resolve all intertwined issues in the aforementioned personal injury case, under the statute, in the State of California. This insurance liquidation Court has replaced the forum Court.

Introduction

On Tuesday, July 30, 1991, Georgia Ann Michell-Langsam, the attorney, who purportedly represented the Claimant in the aforementioned personal injury action, negotiated and cashed a check, issued by the Home Insurance Company, in the amount of Two Hundred and Fifty Thousand Dollars, (\$250,000), made payable into the "Trust Account of Ganong & Michell, as Trustees for Wale O. Osigo," for "Full and Final Settlement," (Please see Claimant's Exhibit 1, page 1), of the aforementioned personal injury action, without the Claimant's knowledge or consent. She disposed the settlement proceeds to herself for her own immediate use and purposes, without the Claimant's knowledge or consent.

Claimant does not have any agreement with Georgia Ann Michell-Langsam, either by implication or expression, which granted her a special power of attorney to execute any document on his behalf to effect the conclusion of the aforementioned personal injury action, more specifically, checks and drafts. (Please see Claimant's Exhibit 6, in its entirety).

In addition, the personal injury Defendants' attorneys, hired by the Home Insurance, placed a restriction on Georgia Michell's ability to negotiate the settlement check, by stating in the covering letter of July 29, 1991 that: "Please be advised that you and Mr. Osijo are authorized to negotiate this check only after you have deposited in the U. S. Mail the fully-executed Release and Dismissal." (Please see Claimant's Exhibit 2, page 1, last paragraph).

The same personal injury Defendants' attorneys, namely: David Raymond Pinelli (now deceased), advised and collaborated with Georgia Ann Michell-Langsam, to negotiate and cash the settlement check, without Claimant's knowledge or consent, so that she will have Seventy-Five Thousand Dollars (\$75,000), with which to trick Claimant into validating the disputed settlement agreement, by accepting the \$75,000, as part of the settlement. (Please see Claimant's Exhibit 4).

B.
Evidences Proffered In Support Of Claimant's Mandatory Disclosure

| <u>Description of Evidences</u> | <u>Exhibit Numbers</u> |
|---|------------------------|
| A. Cancelled Settlement Check of July 26, 1991 | 1 |
| B. Covering letter of cancelled settlement check, dated July, 29, 1991. | 2 |
| C. Claimant's letter of July 26, 1991. | 3 |
| D. Extract from Claimant's file in the personal injury action, dated 7/29/1991 | 4 |
| E. Claimant's Notice of Dismissal of Attorney, dated 9/5/1991 | 5 |
| F. Evaluation & Report of Vocational Economics, Inc., dated 12/21/1991 For Claimant's Loss of Earning Capacity | 6 |
| G. Claimant's Attorney Fee Retainer Agreement, dated 4-12-1990 | 7 |

B.
Statement Of Facts

1. Claimant is the Plaintiff in the underlying personal injury case, filed in the Superior Court of California, Alameda County, titled: Osijo v Housing Resources Management, Inc., Prostaff Security Service, Inc., Acorn I, Ltd., and Acorn II, Ltd., Case No.: C-649881. (Please see the Liquidator's Case File, Exhibit F, page CF49). Claimant sought damages for the injuries he suffered in his lower abdomen and lower extremities, from being shot with high velocity rifles by assailants, who were residents and/or friends of residents of the Acorn Apartment, a low income housing project in the City of Oakland, California. The Second Amended Complaint alleged Negligence and Conscious Disregard for Claimant's Safety, in the course of his employment as a security guard. The incident happened on Friday, October 7 1988. The personal injury case was filed on March 6, 1989.

2. Defendants Acorn I, Ltd., and Acorn II, Ltd., were the owners of Acorn Apartments. They created and formed Defendants Housing Resources Management, Inc., to manage the Acorn Apartments. Housing Resources Management, Inc., hired Defendant Prostaff Security Service, Inc., to provide security guard services. Prostaff Security Services, Inc., hired the Claimant as a security guard in August 1988.

3. The Home Insurance Company insured Housing Resources Management, Inc., Acorn I, Ltd., and Acorn II, Ltd., for premises liability for incidents arising out of its ownership and management of the Acorn Apartments. The Home Insurance Company hired the then law firm of Larson & Burnham, to represent the personal injury Defendants. The law firm assigned the defense of the case to: Gregory D. Brown; David Raymond Pinelli; and Nancy McDonald. (Please see the Liquidator's Case File, Exhibit G, page CF58).

4. Claimant hired Georgia Ann Michell-Langsam, on April 12, 1990, to represent him as the personal injury Plaintiff's attorney. (Please see Claimant's Exhibit 6, in its entirety). Claimant was not informed, as of April 12, 1990, and throughout the course of Georgia Michell's representation of the Claimant as his personal injury attorney that she had concurrent relationships with the Home Insurance Company and the personal injury Defendants' attorneys, which affected her prosecution of the personal injury case, as the Plaintiff's attorney. The Home Insurance Company was the liability insurance carrier for her malpractice of the said personal injury action. The personal injury Defendants' attorneys, the law firm of Larson & Burnham, were her legal malpractice attorneys, hired by the Home Insurance Company

5. On Thursday, July 25, 1991, Claimant signed a settlement agreement with the personal injury Defendants' attorneys. (Please see the Liquidator's Claim File, Exhibit H, page CF65).

6. On Friday, July 26, 1991, and at all times thereafter, Claimant called and wrote Georgia Michell, stating his wish to disavow the settlement agreement. The letter was copied to all the parties through their attorneys of record; most important of all was David Pinelli, by certified mails. The letter

stated in relevant part that: "I am putting a stop order on the payment of the cheque you thought you have". (Please see Claimant's Exhibit 3, page 3, paragraph 1, last sentence).

7. On Monday, July 29, 1991, David Pinelli called the then law firm of Ganong & Michell, now defunct, to confirm if the settlement agreement is still on, and to arrange the delivery of the settlement check. He was told by the secretary; Ms. Judy M. Stover that Claimant has stated his wish to disavow the settlement agreement, in writing. David Pinelli was of the opinion that Claimant can be soothed and pacified with the arrival of the settlement check. (Please see Claimant's Exhibit 4).

8. On Tuesday, July 30, 1991, David Pinelli caused the followings to be hand-delivered to Georgia Michell: a) a Bank of America check, No.: 51990219, issued by the Home Insurance Companies, dated July 26, 1991, in the amount of \$250,000, made payable into the "Trust Account of Ganong & Michell, as Trustees for Wale O. Osigo, in Full and Final Settlement." (Please see Claimant's Exhibit 1, page 1; Liquidator's Case File, Exhibit 1, page C68); b) a covering letter authored by David Pinelli, dated Monday, July 29, 1991. (Please see Claimant's Exhibit 2, in its entirety); c) a document entitled "Request for Dismissal With Prejudice"; and d) a document entitled "Full Release And Satisfaction Of All Claims And Demands."

9. The covering letter stated in relevant part that: "Please be advised that you and Mr. Osigo are authorized to negotiate this check only after you have deposited in the U. S. Mail the fully-executed Release and Dismissal." (Please see Claimant's Exhibit 2, page 1, last sentence).

10. On the same day of Tuesday, July 30, 1991, Georgia Ann Michell-Langsam negotiated and cashed the check, to effectively settle the personal injury action, on her own, without the Claimant's knowledge or consent, or an express authorization on the record, (Please see Claimant's Exhibit 1, page 1), despite the Claimant's written instruction to her, not to collect any money on his behalf from the personal injury Defendants' attorneys (Please see Claimant's Exhibit 3, page 1, paragraph 1, last sentence), and despite David Pinelli's written restrictions on the settlement check negotiation.

11. She negotiated and cashed the settlement check on the advice of, and in collaboration with David Pinelli, so that she can have \$75,000, with which to use into tricking the Claimant into waiving his dispute over the validity of the settlement agreement, by accepting the \$75,000, as part of the settlement. (Please see Claimant's Exhibit 4).

12. Georgia Ann Michell-Langsam was terminated as the Claimant's personal injury attorney, on September 5, 1991, when it became obvious that she was siding with David Raymond Pinelli, and against Claimant's written instruction, in the open courtroom of the Alameda County Superior Court. (Claimant's Exhibit 5).

C.

Statement of Amount Claimed & Computation

The Second Amended Complaint, filed in the Alameda County Superior Court, (Please see the Liquidator's Case File, Exhibit F, page CF49), demanded Three Million Dollars (\$3,000,000), and punitive damages. Claimant's loss of earning capacity was valued at approximately Four Hundred and fifty Thousand Dollars, (\$450,000). Claimant stands by this demand, together with other costs and incidental expenses.

If this insurance liquidation Court insists on the \$250,000, the settlement amount, the claim against the Home Insurance is the entire \$250,000, together with 10 percent interests per annum, compounded, and effective from July 30, 1991, until it is paid. As of the time of writing this Mandatory Disclosure, the \$250,000 together with 10 percent annual interest for 18 years, is approximately One Million, Five Hundred and Fifty Thousand Dollars. (\$1,550,000). Claimant estimates Two Million Dollars, (\$2,000,000), by the time this matter is resolved. There is no allowance for any prior payment made by Georgia Ann Michell-Langsam to the Claimant, in 1995, on the ground of equitable estoppel. The Home Insurance Company cannot benefit from its self created conflict of interest. Please see *Goldstein v Lees* (1975) 46 Cal.App.3d 614; *Cal Pak Delivery, Inc., v United Parcels Services, Inc.* 52 Cal.App.4th 1

D.
Arguments

1. **This Court Cannot & Must Not Sustain The Liquidator's Determination That "Home Paid \$250,000 Into The Trust Account Of Your Then Attorney," Because The Determination Violated Claimant's Due Process Right.**

"In a contested proceeding, no court may render a judgment without conforming to the constitutional guarantee which affords due process of law. Due process requires that all parties be notified of the facts and issues in dispute, that each party be afforded a fair opportunity to present evidences in the open court, and that judgment be rendered based on an evaluation of the evidence of each side, findings of facts and conclusions of law." Please see *Estate of Buchman* (1954) 123 Cal.App.2d. 855, 858; *County of Ventura v Tillet* (1982) 133 Cal.App.3d 105, 112.

For this liquidation Court to accept the determination that "Home paid \$250,000 into the trust account of your then attorney," the Liquidator must provide a copy of an order, issued by the Superior Court of California, Alameda County, in the matter of Osijo v Housing Resources Management, Inc., et al., Case No.: C-649881, which authorized the Home Insurance to pay \$250,000 into the trust account of the then attorney. Alameda County Superior Court is the forum Court on all issues that intertwined with the disputed settlement agreement. The Contra Costa and Fresno County Superior Courts are not the forum Courts to exercise any authority on the funds of a disputed settlement agreement of a personal injury action in the Alameda County Superior Court, under the *California Business Professions Code*, Section 6200, etc. This is the California appellate holding in *Loeb v Record* (2008) 164 Cal.App.4^m 431; *Johnson V California C. D. C.* (1995) 38 Cal.App.4th 1700, 1710, so that neither party will be prejudiced.

There is no such order, because no such motion was noticed, with an opportunity for the Claimant to file opposition, and be heard by the forum Court. In fact, it was never, ever disclosed to the forum Court that the prodigal Plaintiff's attorney had settled the personal injury action, on July 30, 1991 on her own, without the Claimant's knowledge or consent, and had disposed of the settlement proceed:

to herself, for her own use and purposes, as of the time the motion to enforce settlement was near and decided on September 5, 1991.

2. This Court Cannot Accept The Liquidator's Determination That "Home Paid \$250,000 Into The Trust Account Of Your Then Attorney, In The Absence Of An Express Authorization By The Claimant

In the State of California, Claimant's informed written consent is required and mandatory, before the "Home paid \$250,000 into the trust account of your then attorney," more so, at a time when Claimant expressly instructed Georgia Michell, not to collect a penny on his behalf, from the personal injury Defendants' attorneys, and to the express knowledge of David Raymond Pinelli. Please see the California Rules of Professional Conduct, Rule 3-300; Fletcher v Davis (2004) 33 Cal.4th 61. 67.

Not only must an attorney obtain a client informed written consent, before he or she can acquire an ownership, possessory, security or other pecuniary interest adverse to a client, the informed written consent must be on the record before the "Home paid \$250,000, into the trust account of your then attorney."

Where is the Claimant's expressed authorization in the absence of an order from the forum Court?

3. Did "Home Paid \$250,000 Into The Trust Account Of Your Then Attorney?" Or The Home Insurance Issued Its Check Made Payable To The Trust Account Of Ganong & Michell, As Trustees For Wale O. Osijo, For Full & Final Settlement, With Restrictions On The Check's Negotiation.

The Liquidator's determination that "Home paid \$250,000 to the trust account of your then attorney," is false and intentionally misleading, aimed at this insurance liquidation Court. For the Home Insurance to pay \$250,000 into the trust account of the Claimant's then attorney, then there will be no need for the Claimant's executing signature on the settlement check in order to negotiate the check, and settle the action. There will be no need for a settlement agreement to enforce, if the Claimant's signature is not required.

The Home Insurance Company, issued its check, for \$250,000, made payable to the trust account of Ganong & Michell, with a restriction that: "Please be advised that you and Mr. Osijo are authorized to negotiate the check only after you have deposited in the U. S. Mail the fully-executed Release and Dismissal."

So, where is the Claimant's executing signature on the settlement check? Where is the Claimant's executing signature on the "Full Release and Satisfaction of All Claims and Demands," before the check was cashed by Georgia Ann Michell-Langsam?

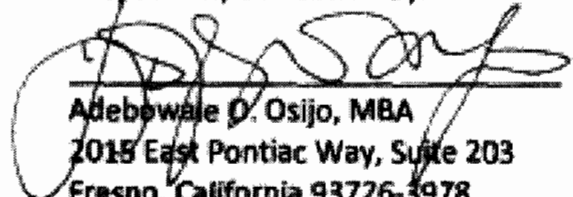
**E.
Conclusion**

The foregoing facts and issues are not adjudicated. This insurance liquidation Court is now the forum Court. It cannot review and accept the Liquidator's determination, without an evidentiary hearing that conforms to the due process of law under the *Fourteenth Amendment* and the *California Constitution, Article 1, Section 7*.

If the Home Insurance Company cannot even comply with its own procedure for negotiating and cashing its checks, why should this Court help it to the Claimant's prejudice?

Dated this 19th day of May, in the year 2009.

Respectfully Submitted By:



Adebowale O. Osijo, MBA
2015 East Pontiac Way, Suite 203
Fresno, California 93726-3978

Telephone: (559) 273-5765

Facsimile: (559) 221-0585

Email: adebowaleosijo@att.net

Claimant Pro Se

PROOF OF SERVICE BY ELECTRONIC MAIL

I, Adebowale O. Osijo, MBA, declare the followings:

1. I served the following documents by electronic mail:


MANDATORY DISCLOSURE STATEMENT & EXHIBITS

on the following persons:

Liquidation Clerk
The Home Insurance Company in Liquidation
Merrimack County Superior Court
163 North Main Street
Post Office Box 2880
Concord, New Hampshire 03301-2880
help@hiclclerk.org

Mr. Eric A. Smith
Rackemann, Sawyer & Brewster
A Professional Corporation
160 Federal Street
Boston, Massachusetts 02110-1700
Attorneys for Liquidator
esmith@rackemann.com

2. I declare under the penalty of perjury, and according to the laws in the State of California that the foregoing is true and correct. This declaration is executed in the City and County of Fresno, California, this 19th day of May, in the year 2009.



Adebowale O. Osijo, MBA
2015 East Pontiac Way, Suite 203
Fresno, California 93726-3978
Telephone: (559) 273-5765
Facsimile: (559) 221-0585

2009-HICIL-44

CLAIMANT'S MANDATORY DISCLOSURE

EXHIBIT 1

CANCELLED SETTLEMENT CHECK OF JULY 26, 1991



THE HOME INSURANCE COMPANIES
Customer Service Comes First

5199219

Claim Number: 703-L-686417-207
 Policy Number: BL 1692617
 Issue Date: 07/26/91
 Insured Name: HOUSING RESOURCES
 2 295 13

51990219

Trust Account: TRUST ACCOUNT OF GANONG & MITCHELL AS
 Trustees for MALE O. OSBORN

In payment of: FULL & FINAL SETTLEMENT

Pay to the Order of: JANE PINELLI, ESQ
 P.O. BOX 119

CA 94404

5675809100 56720915

1813

703-L-686417-207

RECEIVED

08/12/91



JL - 0 91

BANK OF AMERICA
 CLARENCE, MISSISSIPPI
 (Attention: Trust Account)
 001 034 681 40

2009-HICIL-44

CLAIMANT'S MANDATORY DISCLOSURE

EXHIBIT 2

COVERING LETTER OF CANCELLED SETTLEMENT CHECK, DATED

JULY 29, 1991

LAW OFFICES OF
LARSON & BURNHAM
A PROFESSIONAL CORPORATION
POST OFFICE BOX 118
OAKLAND, CALIFORNIA 94604
TELEPHONE: (415) 444-8800

1801 HARRISON STREET, 11TH FLOOR
OAKLAND, CALIFORNIA 94612
TELECOPIER NUMBER: (415) 532-8888

July 29, 1991

CHRISTOPHER L. GOLDFAR
SHARON A. ARDLE
JANE W. AZEVEDO
KATHLEEN A. CLARK
THOMAS W. CONNOR
JEFFREY A. EVANS
TIMOTHY J. FORDARTY
ROY A. FRAMES
CHRIS D. GRENTHAM
JAMES F. HEDGECOCK
JOHN S. JACOBSON
NANCY S. MCDONALD
SHARON L. PARRISH
JAMES H. RUTHER
JAMES J. ROBERT
JOHN A. RUSSELL
DONALD J. SMITH
JANIS TALAMON
MICHAEL S. TRIPP
JAMES L. WRIGHT
SIOBHAN M. SANDERSON

CAROL W. ALLEN
LARRY L. ANDERSON
JAMES S. BERRY
CHRISTOPHER L. BROWN
DONALD P. STEINBERG
ROBERT A. FORD
JANE L. O'HARA
DEBRA L. O'HARA
MICHAEL S. JOHNSON
ROBERT S. MILLER
STEVEN A. NELSON
DAVID S. PHELPS
MICHAEL R. REYNOLDS
ANDREW J. E. ROTH
KIMBERLY E. SPANGLER
MARK J. BRIDGES
SHARON A. TOLSON
JOHN J. VANDER
DANIEL S. YEE

DAVID S. LARSON
SPENCER DAVID BROWN
ROBERT J. LYMAN
SCOTT S. FROST
RALPH A. ZAPPALÀ
PETER GAGNÉ
SUSAN THOMAS FELDMAN
GARY S. SELVIN

CLARA J. BURNHAM
GEORGE J. DEER
ERIC R. HARRIS
STEVEN W. JACOBSON
SUSAN DEB. GREGG
JEFFREY S. SMITH
PATRICIA S.M. SHERWIN
H. MARIE GOODRICH

A. J. MOORE, JR. (1974-1988)

JAMES H. MOORE (1974-1988)

Via Courier

AGS B.....

Georgia Ann Mitchell, Esq.
Ganong & Mitchell
500 Ygnacio Valley Road, Suite 360
Walnut Creek, CA 94596

Re: Osijo v. Housing Resources Management, et al.

Dear Ms. Mitchell:

Enclosed please find a Request for Dismissal with prejudice and a release document entitled "Full Release and Satisfaction of All Claims and Demands." Please date and sign both documents and have Mr. Osijo fully execute the Release, returning both documents to my office in the self-addressed stamped envelope provided. We will file the Dismissal with the Court and thereafter provide all parties with filed/endorsed copies of same.

Also enclosed please find our check in the amount of \$250,000.00 made payable to the "Trust Account of Ganong & Mitchell as Trustees for Wale O. Osijo." Please be advised that you and Mr. Osijo are authorized to negotiate this check only after you have deposited in the U. S. Mail the fully-executed Release and Dismissal.

Georgia Ann Michell, Esq.
July 29, 1991
Page 2

Finally, enclosed for your files please find a copy of the fully-executed "Settlement Agreement" entered into on July 25, 1991 at the JAMS Settlement Conference.

Please do not hesitate to contact me should you have any questions or comments.

Very truly yours,

LARSON & BURNHAM



DAVID R. PINELLI

DRP:mfo
Enclosures

cc: David Van Dam (w/encl. copies)
David A. Kizer (w/encl. copies)

2009-HICIL-44

CLAIMANT'S MANDATORY DISCLOSURE

EXHIBIT 3

CLAIMANT'S LETTER DATED JULY 26, 1991

4516 East Belmont Avenue

Emery, California 93702

Telephone: (209) 255-8935

Saturday July 26, 1991

Ms. Georgia Ann Michell,

Attorney At Law

Law Offices of Ganong & Michell

100 Ygnacio Valley Road, Suite 360

Pinot Creek, California 94596

Case No.: Superior Court of Alameda County, No. 649881-6

Case Title: OSUJO V. HOUSING RESOURCES MGT. INC., ET AL.

Topic: Sham Settlement of July 25, 1991

Dear Ms. Michell:

I. I DO NOT AGREE WITH THE SETTLEMENT I signed at 6:45 p. m. on Thursday, July 25, 1991. I strongly believe that I was tricked and snookered by you into coming to San Francisco to sign the settlement that was long concluded and signed without a minute of my involvement and after I have repeatedly rejected the settlement figure. Accordingly, I am putting a "stop order on the payment of the cheque you thought you have."

II. At this stage, I will like you to decide whether you want to prosecute my case for me and to trial successfully or not. Because I am becoming depressed and satisfied. You are not my mother and I feel too big and old for you to mother. I do not want you to be my financial planner or adviser. I have learned all these from professors for over six years and at a very expensive price. Finally, I feel very, very betrayed by you for telling the Defendants that I discussed with you in confidence, in respect of buying a Mercedes Benz automobile for my Dad for his 70th birthday from the proceeds of this civil litigation. You obviously thought you found a cane to flog me to submission. This definitely will not end here.

III. Please leave my Workers' Compensation case alone. You are not the attorney in this case. The Uninsured Employers Fund has its named defendants on whom it can prosecute its liens. I will not pay a penny of my hospital expenses from my benefits.

IV. This letter is copied to the following persons:

| <u>Name</u> | <u>Certified Mail Receipt No.</u> |
|------------------------|-----------------------------------|
| Mr. Judge D. Agretelis | P-784-152-0098 |
| Mr. David Pinelli | P-784-152-0099 |
| Mr. David Kaiser | P-784-152-0100 |
| Mr. David J. VanDam | P-784-152-0101 |

Very Truly Yours,

2009-HICIL-44

CLAIMANT'S MANDATORY DISCLOSURE

EXHIBIT 4

EXTRACT FROM CLAIMANT'S PERSONAL INJURY FILE

July 29, 1991

To: GAM

From: JMS

Re: Osijo

I talked with Dave Pinelli today who called to say that the release documents and check would be sent to our office today via courier. I asked him if he received Wale's letter (which had a cc to Pinelli) and he said that he had not. I read him the contents. He was quite disturbed but expressed hopes that you would be able to soothe this over with Wale, perhaps by pacifying him with the arrival of the check, or trying to get him to understand that, based on the effects of Prop. 51, the judge concluded that Wale would be lucky to get \$75,000 in a trial by jury.

Alternatively, if all fails, he suggested we prepare a motion based on CCP 664. This is Dave's last week in the office prior to vacation and he obviously would like to conclude this matter.

2009-HICIL-44

CLAIMANT'S MANDATORY DISCLOSURE

EXHIBIT 5

SUBSTITUTION OF ATTORNEY

1 Wale O. Osijo
2 4516 E. Belmont Avenue,
3 Fresno, California 93702
4 Telephone: (209) 255-8935

5 Plaintiff/Appellant, Pro Se

FILED

OCT 10 1991

Court of Appeal - First App. Dist.
RON D. BARRON

Jr _____
DEPUTY

7 IN THE SUPERIOR COURT OF CALIFORNIA, ALAMEDA COUNTY
8 NORTHERN BRANCH

9 Wale O. Osijo,
10 Plaintiff/Appellant

11 Vs.

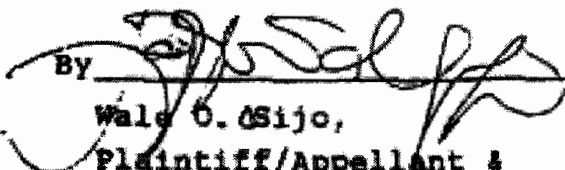
12 Housing Resources Management, Inc.,
13 Acorn I., Ltd., Acorn II., Ltd.,
14 and Prostaff Security Services, Inc.,
15 Defendants/Appellees.

} Alameda County Court Case No.: 649881-6
} First Appellate District No.:
} **SUBSTITUTION OF ATTORNEY**

16 Be it known to Alameda County Court Clerk and the Defendants
17 and The Department of Industrial Relations (as the intervenor in
18 this action), that effective September 5, 1991, Ms. Georgia Ann
19 Michell no longer represents the Plaintiff in this action.

20 Until another Attorney is found, Plaintiff/Appellant will
21 continue to represent himself **IN PROPRIA PERSONA**.

22 Dated: 19 September, 1991

23 By 
24 Wale O. Osijo,
25 Plaintiff/Appellant &
26 **IN PROPRIA PERSONA**

RECEIVED

12-2-91

27 Rene C. C. County Clerk
28 By  Deputy

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2009-HICIL-44

CLAIMANT'S MANDATORY DISCLOSURE

EXHIBIT 6

EVALUATION & REPORT OF VOCATIONAL ECONOMICS, INC.,

DATED 12-21-1990, FOR CLAIMANT'S LOSS OF EARNING

CAPACITY

**Vocational
Economics,
Inc.**

December 21, 1990

Anthony M. Gambos, Jr., Ph.D.

Ms. Georgia Michell
Attorney at Law
Ganong & Michell
500 Ygnacio Valley Rd., Suite 360
Walnut Creek, CA 94596-3846

Arch Haskel, E.N., M.A., C.E.R.N.

RE: Wale Osijo

John P. Tierney, M.A.

Dear Ms. Michell:

Edward P. Berk, Ph.D.

Upon your request, Wale Osijo was interviewed on December 10, 1990 for the purpose of assessing his loss of capacity to perform work and earn money, if any, as a result of injury sustained in an accident that occurred in October, 1988. In addition, a review was made of the medical and psychological reports forwarded by your office.

Wendy E. Holland, M.S.Ed.

Angela M. Suck, M.A.

A standard vocational interview reveals Mr. Osijo to be a 35-year-old individual who obtained a Masters in Business Administration Degree in 1989. Over his worklife, he has functioned in a variety of positions as a Bartender, Internal Auditor, Student Assistant, Assistant Manager Trainee, Security Guard, Tax Consultant, and co-owner of a refrigeration service.

Donald R. Veigantiner, Ph.D.

Prior to injury, it is our opinion that Mr. Osijo's power to earn money is best represented by the average earnings of nondisabled, male college graduates. Such workers earned at an average rate of \$47,046.90 per annum, stated in terms of 1989 dollars.

Suite 500
44 Montgomery Street
San Francisco, California 94104
415-395-8026
415-955-2742

with offices in:

Anchorage
Cincinnati
Fresno
Kansas City
Los Angeles
Louisville
New York City

As a result of injury, it is our opinion that Mr. Osijo's power to earn money is best represented by the average earnings that accrue to disabled, male college graduates. Such workers earned at an average rate of \$36,984.91 per annum, stated in terms of 1989 dollars.

Ms. Georgia Michell
December 21, 1990
Page 2

Table 1 contains an estimate of Mr. Osijo's loss of lifetime expected earnings. His pre-injury power to earn money is reduced from age 36 through 74 as a function of his worklife expectancy as an average disabled male with a college degree. His post-injury power to earn money is reduced as a function of his worklife expectancy as an individual who is three-fourths of the way between an average disabled male with a college degree and an average nondisabled male with a college degree. An inspection of the table reveals a lifetime loss of expected earnings of \$440,349.95 stated in terms of 1989 dollars, including fringe benefits calculated at the rate of 20%.

The figures are unadjusted for either inflation or real wage growth and are stated in terms of present value. It is assumed that future increases in real wage growth will be offset by the real rate of interest or discount over the remaining worklife expectancy. In addition, actual lost earnings from the date of injury up to age 36 are excluded from the analysis.

Please advise if further information is desired.

Sincerely,

A. M. Gamboe, Jr.

A. M. Gamboe, Jr., Ph.D.

Sincerely,

Everett W. Stude, Jr.

Everett W. Stude, Jr., Ed.D.

/ghh

Table 1
Work Life Profile

Name: Wale Osijo
 Race: Male, Age range 36 - 74
 Education Level: College Degree
 Age Growth: 0.00% Discount: 0.00%

Pre-Injury: Non-disabled
 Earnings: \$ 47,046.90 Fringe: 20.0%
 Post-Injury: Partial Disability (75 %)
 Earnings: \$ 36,984.91 Fringe: 20.0%

| Age | Prob. Life | Prob. Worklife | Pre-Injury Earnings | Adjusted Earnings | Prob. Worklife | Post-Injury Earnings | Adjusted Earnings |
|-----|------------|----------------|---------------------|-------------------|----------------|----------------------|-------------------|
| 36 | 0.99792 | 0.97016 | 47046.90 | 54771.81 | 0.91191 | 36984.91 | 40472.07 |
| 37 | 0.99573 | 0.96803 | 47046.90 | 54651.62 | 0.90990 | 36984.91 | 40383.25 |
| 38 | 0.99340 | 0.96577 | 47046.90 | 54523.91 | 0.90778 | 36984.91 | 40288.89 |
| 39 | 0.99092 | 0.96337 | 47046.90 | 54388.11 | 0.90552 | 36984.91 | 40188.54 |
| 40 | 0.98827 | 0.96079 | 47046.90 | 54242.48 | 0.90309 | 36984.91 | 40080.94 |
| 41 | 0.98541 | 0.95800 | 47046.90 | 54085.30 | 0.90048 | 36984.91 | 39964.79 |
| 42 | 0.98229 | 0.95497 | 47046.90 | 53914.25 | 0.89763 | 36984.91 | 39838.40 |
| 43 | 0.97887 | 0.95165 | 47046.90 | 53726.44 | 0.89450 | 36984.91 | 39699.62 |
| 44 | 0.97511 | 0.94799 | 47046.90 | 53520.14 | 0.89107 | 36984.91 | 39547.18 |
| 45 | 0.97096 | 0.93725 | 47046.90 | 52913.68 | 0.88882 | 36984.91 | 38559.96 |
| 46 | 0.96639 | 0.93284 | 47046.90 | 52664.66 | 0.88673 | 36984.91 | 38378.50 |
| 47 | 0.96137 | 0.92799 | 47046.90 | 52390.98 | 0.886024 | 36984.91 | 38179.05 |
| 48 | 0.95584 | 0.92266 | 47046.90 | 52089.75 | 0.885529 | 36984.91 | 37959.54 |
| 49 | 0.94977 | 0.91679 | 47046.90 | 51758.69 | 0.884986 | 36984.91 | 37718.28 |
| 50 | 0.94311 | 0.91037 | 47046.90 | 51396.07 | 0.884390 | 36984.91 | 37454.03 |
| 51 | 0.93584 | 0.90335 | 47046.90 | 50999.60 | 0.883739 | 36984.91 | 37165.11 |
| 52 | 0.92788 | 0.89566 | 47046.90 | 50565.83 | 0.883027 | 36984.91 | 36849.01 |
| 53 | 0.91916 | 0.88725 | 47046.90 | 50090.76 | 0.882247 | 36984.91 | 36502.81 |
| 54 | 0.90964 | 0.87806 | 47046.90 | 49572.07 | 0.881395 | 36984.91 | 36124.82 |
| 55 | 0.89927 | 0.86850 | 47046.90 | 48975.38 | 0.880573 | 36984.91 | 35720.93 |
| 56 | 0.88802 | 0.85842 | 47046.90 | 48306.23 | 0.879665 | 36984.91 | 35296.23 |
| 57 | 0.87586 | 0.84752 | 47046.90 | 47571.28 | 0.878683 | 36984.91 | 34849.67 |
| 58 | 0.86278 | 0.83581 | 47046.90 | 46770.02 | 0.877628 | 36984.91 | 34382.31 |
| 59 | 0.84876 | 0.82325 | 47046.90 | 45902.84 | 0.876496 | 36984.91 | 33894.02 |
| 60 | 0.83378 | 0.80983 | 47046.90 | 44973.21 | 0.875287 | 36984.91 | 33386.40 |
| 61 | 0.81779 | 0.79551 | 47046.90 | 43985.00 | 0.873998 | 36984.91 | 32862.96 |
| 62 | 0.80078 | 0.78072 | 47046.90 | 42944.61 | 0.872624 | 36984.91 | 32328.57 |
| 63 | 0.78271 | 0.76509 | 47046.90 | 41858.99 | 0.871166 | 36984.91 | 31780.46 |
| 64 | 0.76355 | 0.748394 | 47046.90 | 40724.52 | 0.869621 | 36984.91 | 31218.51 |
| 65 | 0.74335 | 0.730701 | 47046.90 | 39547.71 | 0.868010 | 36984.91 | 30645.12 |
| 66 | 0.72206 | 0.71164 | 47046.90 | 38325.39 | 0.866342 | 36984.91 | 30060.87 |
| 67 | 0.69962 | 0.69172 | 47046.90 | 37065.52 | 0.864627 | 36984.91 | 29466.84 |
| 68 | 0.67595 | 0.672919 | 47046.90 | 35774.79 | 0.862862 | 36984.91 | 28863.53 |
| 69 | 0.65100 | 0.6531704 | 47046.90 | 34458.74 | 0.861045 | 36984.91 | 28250.97 |
| 70 | 0.62478 | 0.633493 | 47046.90 | 33122.17 | 0.859181 | 36984.91 | 27629.54 |
| 71 | 0.59740 | 0.613639 | 47046.90 | 31772.81 | 0.857266 | 36984.91 | 26999.05 |
| 72 | 0.56896 | 0.593752 | 47046.90 | 30417.90 | 0.855303 | 36984.91 | 26359.35 |
| 73 | 0.53961 | 0.573836 | 47046.90 | 29054.86 | 0.853296 | 36984.91 | 25711.04 |
| 74 | 0.50948 | 0.553896 | 47046.90 | 27682.09 | 0.851339 | 36984.91 | 25054.69 |

--- Totals --- \$ 1,571,734.21 \$ 1,131,384.25

Estimated Loss \$ 440,349.95

Table 1
Work Life Profile

Name: Wale Osijo
 Race: Male, Age range 36 - 74
 Education: College Degree
 Discount: 0.00%
 Pre-Injury: Non-disabled
 Earnings: \$ 47,046.90 Fringe: 20.0%
 Post-Injury: Partial Disability (75 %)
 Earnings: \$ 36,984.91 Fringe: 20.0%

| | | | | | |
|------------|------------|-------------------|----------------|-------------------|-------------------|
| | ----- | Pre-Injury | ----- | Post-Injury | ----- |
| Prob. Life | Prob. Life | Adjusted Earnings | Prob. Worklife | Adjusted Earnings | Adjusted Earnings |
| Age | Worklife | Earnings | Worklife | Earnings | Earnings |

Notes:

5. Department of Health and Human Services, Public Health Service, National Center for Health Statistics, Vital Statistics of the United States, 1983, Life Tables, Vol. II, Section 6, p. 10.

5. Department of Commerce, Bureau of the Census, Labor Force Status and Other Characteristics of Persons with a Work Disability 1982, Table 2, p. 17; Table 2, p. 19; Table 7, p.38; Table 7, p. 40.

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2009-HICIL-44

CLAIMANT'S MANDATORY DISCLOSURE

EXHIBIT 7

ATTORNEY RETAINER AGREEMENT
(Contingency cases)

This agreement is entered into on the 12th day of April, 1990, between W. J. [unclear], (client) and GANONG & MICHELL, (attorneys).

1. Attorneys agree to represent Client in the preparation for trial and trial of all claims Client has arising out of auto accident involving [unclear] from [unclear]

2. This agreement is required by Business and Professions Code Section 6147 and is intended to fulfill the requirements of that section.

3. LEGAL SERVICES SPECIFICALLY EXCLUDED. Legal services that are not to be provided by Attorney under this agreement specifically include, but are not limited to, the following: Representation with respect to (a) any claim for property damage arising out of the accident, or (b) any dispute with a medical care provider about amounts owed by Client for services received.

If Client wishes that Attorney provide any legal services not to be provided under this agreement, a separate written agreement between Attorney and Client will be required.

4. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney and keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts.

5. Client agrees to pay Attorneys for legal services on a contingency basis. The fee shall consist of 40 % of the gross amount of recovery had by way of settlement or judgment and 45 % of the gross amount of recovery if the case is taken to appeal. The above percentage shall apply to the gross amount of money which is recovered for or on behalf of Client (which term shall include the fair market value of any property which may be recovered). Any costs advanced by the Attorney are deducted from Client's share after the proceeds have been divided as stated herein.

If payment of all or any part of the amount to be received will be deferred (such as in the case of an annuity, a structured settlement, or periodic payments), the "total amount received," for purposes of calculating the Attorney's fees, will be the initial lump-sum payment plus the present value, as of the time of the settlement, final arbitration award, or final judgment, of the payments to be received thereafter. The Attorney's fees will be paid out of the initial lump-sum

payment. If the payment is insufficient to pay the Attorney's fees in full, the balance will be paid from subsequent payments of the recovery before any distribution to Client.

Client is informed that this Attorney's fee is not set by law but rather is negotiable between the Attorney and the Client.

If there is no net recovery, Attorney will receive no Attorney's fees.

6. COSTS. Attorney will advance all "costs" in connection with Attorney's representation of Client under this agreement. Attorney will be reimbursed out of the recovery before any distribution of fees to Attorney or any distribution to Client.

Whatever the outcome of this matter, Client is to pay all costs and expenses incurred in connection with it, including but not limited to, filing fees, fees for service of process, costs and expenses incurred in discovery, jurors fees, travel and related expenses, reproduction costs, long distance telephone charges, hotel charges, messenger service fees, and all fees reasonably incurred to secure the attendance of witnesses at trial, including any extraordinary fees required to obtain the attendance of necessary expert witnesses. Attorneys may, at their option, advance any or all of said costs and expenses on behalf of Client, as they deem appropriate. If Attorneys do so, however, Client will remain ultimately liable for all such costs and expenses and Client hereby agrees to reimburse Attorneys therefore regardless of the outcome of this matter and upon presentation of such bills, Client will reimburse Attorneys for same.

7. REPRESENTATION OF ADVERSE INTERESTS. Client is informed that the Rules of Professional Conduct of the State Bar of California require the Client's informed written consent before an Attorney may begin or continue to represent the Client when the Attorney has or had a relationship with another party interested in the subject matter of the Attorney's proposed representation of the Client. Attorney is not aware of any relationship with any other party interested in the subject matter of Attorney's services for Client under this agreement. As long as Attorney's services for Client continue under this agreement, Attorney will not agree to provide legal services for any such party without Client's prior written consent.

8. SETTLEMENT. Attorney will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorney will notify Client promptly of the terms of any settlement offer received by Attorney.

9. ATTORNEY'S LIEN. Attorney will have a lien for

Attorney's fees and costs advanced on all claims and causes of action that are the subject of her representation of Client under this agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment).

10. DISCHARGE OF ATTORNEY. Client may discharge Attorney at any time by written notice effective when received by Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. Notwithstanding the discharge, Client will be obligated to pay Attorney out of the recovery a reasonable Attorney's fee for all services provided and to reimburse Attorney out of the recovery for all costs advanced. If there is no recovery, or the recovery is insufficient to reimburse Attorney in full for costs advanced, Client will reimburse Attorney for same.

11. WITHDRAWAL OF ATTORNEY. Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) The Client consents, and (b) the Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively. Notwithstanding Attorney's withdrawal, Client will be obligated to pay Attorney out of the recovery a reasonable Attorney's fee for all services provided, and to reimburse Attorney for all costs advanced, before the withdrawal.

12. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services under this agreement, Attorney will release promptly to Client on request all of Client's papers and property. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

13. DISCLAIMER OF GUARANTY. Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome and that any opinion offered by Attorney in the future will not constitute a guaranty.

14. ENTIRE AGREEMENT. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

15. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If

any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

16. MODIFICATION BY SUBSEQUENT AGREEMENT. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement to the extent that the parties carry it out.

17. ARBITRATION OF FEE DISPUTE. If a dispute arises between Attorney and Client regarding Attorney's fees under this agreement and Attorney files suit in any court other than small claims court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event Attorney must submit the matter to such arbitration.

18. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this agreement will be awarded reasonable Attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

19. Client has been advised that GANONG & MICHELL charge \$ 125 per hour for services requested by Client which are unrelated to the prosecution of this claim.

20. Client agrees to notify Attorneys in writing of any change of address.

21. EFFECTIVE DATE OF AGREEMENT. The effective date of this agreement will be the date it is executed by Client.

The foregoing is agreed to by:

Dated: _____

Dated: 4/12/92

[Signature]
Client

[Signature]
GANONG & MICHELL