

MERRIMACK, SS.

THE STATE OF NEW HAMPSHIRE

SUPERIOR COURT

BEFORE THE COURT APPOINTED REFEREE  
IN THE LIQUIDATION OF THE HOME INSURANCE COMPANY  
DISPUTED CLAIM DOCKET

In Re Liquidator Number: 2009-HICIL-44  
Proof of Claim Number: CLMN711647  
Claimant's Name: Adebowale O. Osijo  
Claimant Number: CDV-2007-745  
Policy or Contract Number: GL-1692617  
Insured's Names: Housing Resources Management, Inc., Acorn I,  
Ltd., & Acorn II, Ltd.  
Date of Loss: October 7, 1988

**AMENDED CLAIMANT'S MANDATORY DISCLOSURE**

**Pre-Emption**

By this, Claimant, Adebowale O. Osijo, MBA, respectfully places before the Superior Court of New Hampshire, Merrimack County, in the liquidation proceeding of the Home Insurance Company, the issue of whether 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)*, were violated in the underlying personal injury action, in the Superior Court of California, Alameda County, titled: Osijo v Housing Resources Management, Inc., Prostaff Security Service, Inc., Acorn I, Ltd & Acorn II, Ltd., Case No.: C-649881.

Claimant respectfully requests a finding of facts and conclusions of law on the Liquidator's decision that "Home paid \$250,000 into the trust account of your then attorney," because the decision did not comply with the due process of law. (Please see the Liquidator's Case File, Exhibit D, page CF18).

Alameda County Superior Court was the forum Court that had subject-matter jurisdiction, to resolve all intertwined issues, in the aforementioned personal injury action, under the California statute. The Home Insurance liquidation proceeding in the State of New Hampshire, Merrimack County Superior Court is now the forum Court, with subject matter jurisdiction to grant relief.

**A.**  
**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, 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. Osijo," for "Full and Final Settlement," of the aforementioned personal injury action, without the Claimant's knowledge or consent. She thereafter, disposed of the proceeds of the settlement check, to herself, for her own use and purposes, without the Claimant's knowledge or consent (Please see Claimant's Exhibit 1; the Liquidator's Case File, Exhibit I, page CF65).

Claimant did not have any agreement with Georgia Michell, 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, issued by the Home Insurance or anyone. (Please see Claimant's Exhibit 7, 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' attorney, David Raymond Pinelli, now deceased, advised and collaborated with Georgia Michell, to negotiate and cash the settlement check, so that she can have Seventy Five Thousand Dollars, (\$75,000), with which to try and trick Claimant into accepting, as part of the settlement fund, with the intention of tricking Claimant into ratifying a disputed settlement agreement. She failed. (Please see Claimant's Exhibit 4).

**B.**

**Evidences Proffered in Support of Claimant's Amended Mandatory Disclosure**

<b><u>Description of Evidences</u></b>	<b><u>Exhibit Numbers</u></b>
A. Copy of cancelled settlement check of July 26, 1991 & copy of unendorsed settlement check	1
B. Covering letter of cancelled settlement, 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 9/19/1991	5.
F. Evaluation and Report of Vocational Economics, Inc., dated 12/21/1990	6.
G. Claimant's Attorney Fee Retainer Agreement, dated 4-12-1990	7.

**C.**

**Statement of Facts**

1. Claimant is the Plaintiff in the aforementioned personal injury action in the Superior Court of California, Alameda County. (Please see the Liquidator's Case File, Exhibit F, page CF49). He sought damages for the injuries he sustained from multiple gunshot wounds in his lower abdomen and lower extremities, with high velocity rifles by assailants who were residents and/or friends of residents of the Acorn Apartments, a low housing project in the City of Oakland, Alameda County, California. The Second Amended Complaint alleged causes of action for Negligence and Conscious Disregard for Claimant's Safety, in the course of his employment as a security guard, at Acorn Apartments. 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 owners of the Acorn Apartments. They created and formed Defendant Housing Resources Management, Inc., to manage the Acorn Apartments. Housing Resources Management hired Defendant Prostaff Security Services to provide security guard services at Acorn Apartments. Prostaff Security Services, Inc., hired Claimant as a security guard in July or August 1988.

3. The Home Insurance Company insured Housing Resources Management, Inc., Acorn I, Ltd., and Acorn II, Ltd., for liability arising out of their ownership and management of 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 E, page CF25 and 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 7, in its entirety). Claimant was not informed by Georgia Ann Michell-Langsam, nor did she obtained Claimant's informed written consent as of April 12, 1990, and at all times thereafter that the Home Insurance was her insurer for her malpractice of the aforementioned personal injury action. Claimant was not informed, nor did she obtained Claimant's informed written consent as of April 12, 1991, and at all times thereafter that the Defendants' attorneys, the law firm of Larson & Burnham, were her attorneys for malpractice, 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 Case File, Exhibit H, page CF65).

6. On Friday, July 6, 1991, and at all times thereafter, Claimant called and wrote Georgia Michell, stating his wish to disavow the settlement agreement. This letter was copied to all the parties through their attorneys of record; most important of all was David Raymond Pinelli, by certified mails. The letter stated in relevant part, on page 1, paragraph 1, last sentence, that: "I am putting a stop order on the payment of the cheque you thought you have." (Please see Claimant's Exhibit 3, page 1, 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 Stover that Claimant has stated his wish to disavow the settlement agreement in writing. David Pinelli then asked Georgia Michell to cash the check, on her own and give Claimant \$75,000, as part of the settlement, with the hope that this will make Claimant ratify the disavowed settlement agreement. Georgia Ann Michell-Langsam in turn sent an African American attorney, Charles Samuel Baker, Claimant in Fresno, California, sometime in early August 1991, to try and persuade Claimant into recanting his wish to disavow the settlement agreement. Charles Baker did not mention a word about moneys because he was in the presence of two other witnesses. David Pinelli was of the opinion that Claimant can be "soothed and pacified" with the arrival of the moneys. (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, dated July 26, 1991, issued by the Home Insurance Companies, in the amount of \$250,000, made payable into the "Trust Account of Ganong & Michell, as Trustees for Wale O. Osijo, in Full and Final Settlement," (Please see Claimant's Exhibit 1; Liquidator's Case File, Exhibit I, page CF68); b) covering letter authored by David Pinelli, dated July 29, 1991. (Please see Claimant Exhibit 2, in its entirety); c) a document titled: Request for Dismissal with Prejudice"; and d) a document titled "Full Release And Satisfaction Of All Claims And Demand."

9. The covering letter stated in relevant part 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 sentence).

10. On the same day and date of delivery of the settlement check, Georgia Ann Michell-Langsam negotiated and cashed the settlement check, on her own, without the Claimant's knowledge or consent, or an express authorization on the record, to effect the conclusion of the aforementioned personal injury case. (Please see Claimant's Exhibit 1). She instantly dispensed of the proceeds of the settlement check to herself, for her own immediate use and purposes, without the Claimant's

knowledge or consent, despite the Claimant's written instruction to her, not to collect any money on his behalf, from the personal injury Defendants' attorneys; and despite David Pinelli's written restriction on the negotiation of the settlement check.

11. On August 15, 1991, David Pinelli filed and served Motion to Enforce Settlement Agreement. He served Georgia Ann Michell-Langsam, as the opposing Plaintiff's attorney, with the full knowledge that she had settled the aforementioned personal injury action, in concert with him, and on his advice. Georgia Michell supported the motion, without ever mentioning that she had personally settled the case, on her own, without the Claimant's knowledge or consent. The enforcement order did not state a word about Georgia Michell's settlement of the case. (Please see the Liquidator's Case File, Exhibit J, page CF69). The appellate opinion, which affirmed the enforcement order, did not state a word that Georgia Ann Michell-Langsam had negotiated and cashed a settlement check to effect a conclusion of the case. (Please see the Liquidator's Case File, Exhibit K, page CF71).

12. Georgia Ann Michell-Langsam was terminated as the Claimant's personal injury attorney, effective September 5, 1991, when it became obvious and apparent that she was siding with David Pinelli, in the open courtroom. Claimant did not know as of this date that Georgia Michell has settled the personal injury case. (Please see Claimant's Exhibit 5).

13. Georgia Michell signed the enforcement order, approving it as to form and content, on September 23, 1991, after she received a notice of her termination, on September 20, 1991, and on the advice of David Raymond Pinelli. (Please see the Liquidator's Case File, Exhibit J, page CF70).

**D.  
Statement of Amount Claimed & Computation**

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

Claimant does not, has not and will not ratify Georgia Ann Michell-Langsam's settlement of his personal injury case, without his knowledge or consent. Please see *Navrides v Zurich Insurance Co.* (1971) 5 Cal.3d 698. This in fact has been his cause since July 26, 1991. He remains obdurate to this cause.

**E.  
Arguments**

**1. It Is The Court's Responsibility & Duty To Ascertain Compliance With Claimant's Due Process Rights.**

Claimant respectfully reminds the Court that it is its responsibility and duty to ascertain that its rulings are in compliance with the constitutionally guaranteed due process of law. It is the Claimant's contention that the Liquidator's decision that "Home paid \$250,000 into the trust account of your then attorney," did not comply with the due process of law that is guaranteed by the *Fourteenth Amendment* to the *Constitution of the United States of America* and the *California Constitution, Article 1, Section 7(a)*.

**2. This Court Cannot & Must Not Sustain The Liquidator's Decision That "Home Paid \$250,000 Into The Trust Account Of Your Then Attorney," Because The Decision 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; and *County of Ventura v Tillett* (1982) 133 Cal.App.3d 105, 112.

For the State of New Hampshire, Merrimack County Superior Court, in the Home Insurance liquidation proceeding, to accept the decision 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., Prostaff*

Security Service, Inc., Acorn I, Ltd., and Acorn II, Ltd., 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 and was the forum Court that has subject matter jurisdiction to grant relief on all issues that intertwined with the disputed settlement agreement. The State of California Contra Costa County and Fresno County Superior Courts have no subject matter jurisdiction to grant relief in a matter that is before the Alameda County Superior Court, under the *California Business and Professions Code, Section 6200, etc.*, and the *California Code of Civil Procedure, Section 369*. The California appellate holding in *Johnson v California Department of Corrections* (1995) 38 Cal.App.4<sup>th</sup> 1700, 1710, is that attorneys must ask the Court for permission to cash a settlement check, if the client refuses to sign it, and the integrity of the money must remain, until the Court resolves all issues intertwined with the settlement agreement and the attorneys, so that no party will be prejudiced. This was the same appellate holding in *Loeb v Record* (2008) 164 Cal.App.4<sup>th</sup> 431.

There is no such order from the Alameda County Superior Court, which authorized Home to pay \$250,000 into the trust account of the then attorney, because such motion was never noticed, with an opportunity for the Claimant to be heard in the forum Court. The enforcement order of October 10, 1991, and the subsequent appellate decision of July 16, 1992, did not even state a word that "Home paid \$250,000 into the trust account of the then attorney," either by implication or expression.

So, where did the liquidator stemmed his decision that "Home paid \$250,000 into the trust account of your then attorney," without an evidentiary hearing in the Alameda County Superior Court or this insurance liquidation Court?



**3. This Court Cannot & Must Not Accept The Liquidator's Decision That "Home Paid \$250,000 Into The Trust Account Of Your Then Attorney," In The Absence Of An Express Authorization On The Record**

In the State of California, and in all other jurisdictions in the United States, a client's informed written consent is required and mandatory before an attorney can acquire a pecuniary interest which is adverse to the client in an action. Please see the *California Rules of Professional Conduct, Rule 3-300; Fletcher v Davis* (2004) 33 Cal.4<sup>th</sup> 61, 67.

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 the then attorney not to collect any money on his behalf to the express knowledge of David Raymond Pinelli. The informed written consent must also be on the record.

So, where is the Claimant's express authorization, in the absence of an order from the Alameda County Superior Court, which is the forum Court?

**4. 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. Osigo, For Full & Final Settlement, With Restrictions On The Check's Negotiation.**

The Liquidator's decision that "Home paid \$250,000 into the trust account of your then attorney," is false and intentionally misleading, aimed at this insurance liquidation Court. For the Home to pay \$250,000 into the trust account of the then attorney, then there is no need for the Claimant's executing signature on the settlement check in order to negotiate it. The covering letter of July 29, 1991, is then meant to be deceptive and fraudulent.

The Home Insurance Company issued its check for \$250,000, made payable into the trust account of Ganong & Michell, with restriction that: ". . . you and Mr. Osigo 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 settlement check was cashed by Georgia Ann Mitchell-Langsam?

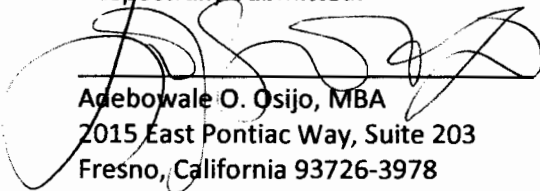
**F.  
Conclusion**

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

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 12<sup>th</sup> day of June, in the year 2009.

Respectfully Submitted:



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](mailto:adebowaleosijo@att.net)  
**Claimant Pro Se**

**PROOF OF SERVICE BY MAIL**

I, Jhoe F. Ajayi, declare the followings:

I. I served the following document by mail:

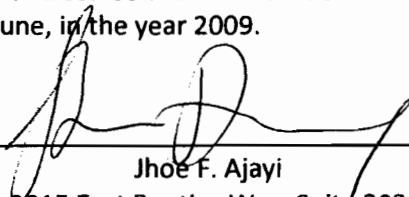
Amended Claimant's Mandatory Disclosure

On the following persons:

Ms. Raelynn Armstrong  
The Home Insurance Company in Liquidation  
C/O Merrimack County Superior Court  
163 North Main Street  
Post Office Box 2880  
Concord, New Hampshire 03301-2880  
[help@hicilclerk.org](mailto:help@hicilclerk.org)

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

II. 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 12<sup>th</sup> day of June, in the year 2009.

  
\_\_\_\_\_  
Jhoe F. Ajayi  
2015 East Pontiac Way, Suite 203  
Fresno, California 93726-3978  
Telephone: (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

7-99-219

Case Number: 703-L-666417-207 GL 1492617 07/26/91 HOUSING RESOURCES  
Policy Number: 2 295 13 Insured Name: 51990219

Pay to the Order of: TRUST ACCOUNT OF GANONG & MITCHELL AS TRUSTEES FOR WALE O. OBIDD

AMOUNT PAID  
10/01/91

In payment of: FULL & FINAL SETTLEMENT

Payee Name: BANE PINELLI, Esq.  
Address: Hartford, Connecticut P.O. BOX 119

CA 94404

Payee Address: OAKLAND

5579E0P103 #612 0P15\*

#E01

#00000500

Stamp: JUL -0 91

Stamp: 0002

Stamp: 081 034 891 96

Stamp: BANK OF AMERICA  
GALONG, MITCHELL &  
LAWYERS (AT LAW)  
Trust Account  
Massachusetts  
081 034 891 96



... FIRE INSURANCE COMPANIES  
Customer Service Comes First

51990219

51-387  
118

Client Number

703-L-686417-207 GL 1692617  
2 295 13

Policy Number

07/26/91

Issued Name

HOUSING RESOURCES

Issuing Office

703

51990219

Upon acceptance

Pay to the Order of TRUST ACCOUNT OF GANONG & MICHELL AS TRUSTEES FOR WALE 0,05100

In payment of

FULL & FINAL SETTLEMENT

Payable through  
Connecticut  
National Bank  
Hartford, Connecticut

DAVE PINELLI, ESQ  
P.O. BOX 119

Process through  
Federal Reserve  
System

OAKLAND  
PAYMENTS CENTER OF AMERICA, N.T. & S.A.  
MID-CORPORATE SERVICE CENTER 1123  
REF. ARRANGEMENTS BOOK 1220

CA 94604

\$\*\*\*\*\*250,000.00\*

Occurrence Date

10/07/88

Void if not presented within six  
months from date of issue

*Handwritten signature*  
For the Company

#51990219# 0119036751

183311

PLEASE DETACH BEFORE CASHING

WE ARE PLEASED TO PRESENT YOU WITH THIS PAYMENT.  
SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS DRAFT, PLEASE CONTACT:

D FRAGA AT 415-544-3000

002727

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 119  
OAKLAND, CALIFORNIA 94604  
TELEPHONE: (415) 444-6800

1901 HARRISON STREET, 11TH FLOOR  
OAKLAND, CALIFORNIA 94612  
TELECOPIER NUMBER: (415) 835-6666

July 29, 1991

DAVID D. LARSON  
GREGORY DAVID BROWN  
ROBERT J. LYMAN  
SCOTT C. FINCH  
RALPH A. ZAPPALA  
PETER DIXON  
SUSAN THOMAS FELDBER  
GARY R. SELVIN

A.J. MOORE, JR. (1918-1984)  
JAMES H. ROGGS (OF COUNSEL)

CLARK J. BURNHAM  
GEORGE J. DIER  
ERIC R. HAAS  
STEVEN M. MARDEN  
MONICA DELL'ORSO  
JEFFERY G. BAREY  
PATRICK K.M. MCCARTHY  
H. WAYNE GOODROE

CHRISTOPHER L. AQUILAR  
SHARON A. ARQUE  
JULIE M. AZEVEDO  
KATHLEEN A. CLARK  
THOMAS M. DOWNEY  
JEFFREY A. EVANS  
TIMOTHY J. FOGARTY  
ROY A. FRANCO  
CRAIG D. QUENTNER  
JAMES F. HOOVER  
JOHN B. LAMBORN  
NANCY K. McDONALD  
SHERI L. PABER  
JAMES M. PATZER  
JAMES J. ROBATI  
JOHN A. RUBBO  
DONALD J. SMITH  
ANJALI TALWAR  
MICHAEL S. TREPPA  
JAMES L. WRAITH  
SPADLEY H. ZANCZYK

CAROL ALLEN  
CATHY L. ARAS  
JAYNE G. BEHZ  
CHRISTOPHER J. CONNEL  
DONALD P. EICHENBERG  
RICHARD J. FERR  
ROBERT A. FORD  
JANE L. O'HARA CAMP  
CECILIA M. HERR  
MICHAEL K. JOHNSON  
ROBERT N. MAL'Z  
STEVEN A. NELSEN  
DAVID R. PINELLI  
MICHAEL R. REYNOLDS  
JACQUELINE E. ROTH  
SUSAN E. SHARPHOLTZ  
MARK J. SWEENEY  
SHAWN A. TOLVER  
JOHN J. VERBER  
DARRYL M. YEE

Via Courier

AGS 0.....

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

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

Dear Ms. Michell:

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 & Michell 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.



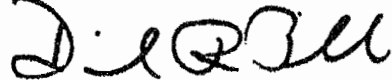
Georgia Ann Michell, Esq.  
July 29, 1991  
Page 2

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)

vol2:fi10\data1\200.ltr

2009-HICIL-44

CLAIMANT'S MANDATORY DISCLOSURE

EXHIBIT 3

CLAIMANT'S LETTER DATED JULY 26, 1991

4516 East Belmont Avenue

Fresno, California 93702

Telephone: (209) 25-6935

Saturday July 26, 1991

Ms. Georgia Ann Michell,  
Attorney At Law  
Offices of Ganong & Michell  
10 Ygnacio Valley Road, Suite 360  
Walnut Creek, California 94596

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

Case Title: OSIJO 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 going 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 impressed 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>
Hon. 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 hoped 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. DARROW

By \_\_\_\_\_ DEPUTY

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

9 Wale O. Osijo,  
10 Plaintiff/Appellant

} Alameda County Court Case No.: 649881-6  
} First Appellate District No.:

11 Vs.

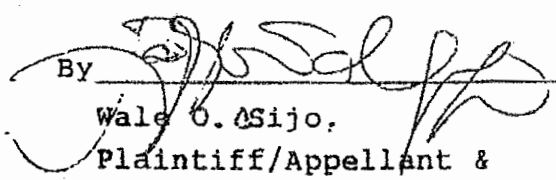
} SUBSTITUTION OF ATTORNEY

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

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.

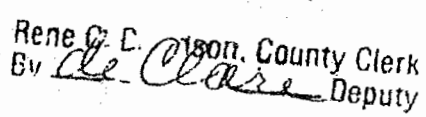
22 Dated: 19 September, 1991

23 BY   
24 Wale O. Osijo,  
25 Plaintiff/Appellant &

IN PROPRIA PERSONA

26 RECEIVED

27 12-2-91

28 Rene C. E. Mason, County Clerk  
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

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**Vocational  
Economics,  
Inc.**

---

December 21, 1990

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

Anthony M. Gamboa, Jr., Ph.D.

arcia Hanak, B.N., M.A., C.R.N.

RE: Wale Osijo

Dear Ms. Michell:

John P. Tierney, M.A.

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.

Edward P. Berja, Ph.D.

Irene Colyn H. Holland, M.S.Ed.

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.

Angela M. Such, M.A.

Donald R. Vogenthaler, 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  
415-393-8026  
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.

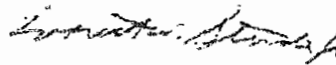
Please advise if further information is desired.

Sincerely,



A. M. Gamboa, Jr., Ph.D.

Sincerely,



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

/ghh

Table 1  
Work Life Profile

Name: Wale Osijo  
 All Races Male, Age range 36 - 74  
 Ed. 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	0.86882	36984.91	38559.96
46	0.96639	0.93284	47046.90	52664.66	0.86473	36984.91	38378.50
47	0.96137	0.92799	47046.90	52390.98	0.86024	36984.91	38179.05
48	0.95584	0.92266	47046.90	52089.75	0.85529	36984.91	37959.54
49	0.94977	0.91679	47046.90	51758.69	0.84986	36984.91	37718.28
50	0.94311	0.91037	47046.90	51396.07	0.84390	36984.91	37454.03
51	0.93584	0.90335	47046.90	50999.60	0.83739	36984.91	37165.11
52	0.92788	0.89566	47046.90	50565.83	0.83027	36984.91	36849.01
53	0.91916	0.88725	47046.90	50090.76	0.82247	36984.91	36502.81
54	0.90964	0.87806	47046.90	49572.07	0.81395	36984.91	36124.82
55	0.89927	0.80550	47046.90	45475.38	0.72573	36984.91	32209.35
56	0.88802	0.79542	47046.90	44906.23	0.71665	36984.91	31806.23
57	0.87586	0.78452	47046.90	44291.28	0.70683	36984.91	31370.67
58	0.86278	0.77281	47046.90	43630.02	0.69628	36984.91	30902.31
59	0.84876	0.76025	47046.90	42920.84	0.68496	36984.91	30400.02
60	0.83378	0.74683	47046.90	42163.21	0.67287	36984.91	29863.40
61	0.81779	0.73251	47046.90	41355.00	0.65998	36984.91	29290.96
62	0.80078	0.71727	47046.90	40494.61	0.64624	36984.91	28681.57
63	0.78271	0.70109	47046.90	39580.99	0.63166	36984.91	28034.46
64	0.76356	0.68394	47046.90	38612.52	0.61621	36984.91	27348.51
65	0.74335	0.36201	47046.90	20437.71	0.30310	36984.91	13452.12
66	0.72206	0.35164	47046.90	19852.39	0.29442	36984.91	13066.87
67	0.69962	0.34072	47046.90	19235.52	0.28527	36984.91	12660.84
68	0.67595	0.32919	47046.90	18584.79	0.27562	36984.91	12232.53
69	0.65100	0.31704	47046.90	17898.74	0.26545	36984.91	11780.97
70	0.62478	0.19493	47046.90	11005.17	0.16321	36984.91	7243.54
71	0.59740	0.18639	47046.90	10522.81	0.15606	36984.91	6926.05
72	0.56896	0.17752	47046.90	10021.90	0.14863	36984.91	6596.35
73	0.53961	0.16836	47046.90	9504.86	0.14096	36984.91	6256.04
74	0.50948	0.15896	47046.90	8974.09	0.13309	36984.91	5906.69

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

Estimated Loss \$ 440,349.95

Table 1  
Work Life Profile

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

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

Notes:

S. 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.

S. Department of Commerce, Bureau of the Census, Labor Force Status and Other Characteristics of Persons with a Work Disability 1982, Table 1, p. 8; 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 FEE RETAINER AGREEMENT DATED 04-12-1990

ATTORNEY RETAINER AGREEMENT  
(Contingency cases)

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_, (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 \_\_\_\_\_

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 \_\_\_\_\_% of the gross amount of recovery had by way of settlement or judgment and \_\_\_\_\_% 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: 4/12/90

[Signature]  
Client

[Signature]  
GANONG & MICHELL