

THE STATE OF NEW HAMPSHIRE

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-HICIL-44  
Proof of Claim Number: CLMN711647  
Claimant Name: Adebowale O. Osijo  
Claimant Number: CDV-2007-745  
Policy or Contract  
Number: \_\_\_\_\_  
Date of Loss: \_\_\_\_\_

LIQUIDATOR'S CONSOLIDATED SUR-REPLY TO CLAIMANT'S RESPONSES  
TO LIQUIDATOR'S OBJECTION TO REQUEST FOR EVIDENTIARY HEARING  
AND MOTION TO COMPEL

Roger A. Sevigny, Insurance Commissioner, as Liquidator ("Liquidator") of The Home Insurance Company ("Home"), submits this sur-reply to respond to new matter in Claimant's responses to the Liquidator's objection to Claimant's request for evidentiary hearing and motion to compel.

1. In each of the responses, Claimant seeks to raise issues concerning Home's payment of the settlement amount. In the response to the objection to evidentiary hearing, Claimant suggests that Home must show evidence of payment by cancelled check. In the response to motion to compel, Claimant requests a copy of the cancelled check, even though the Claimant previously acknowledged the payment. See Claimant's letter objection initiating this disputed claim proceeding ("Objection") ¶¶ C, F.

2. The question of Home's payment has been addressed on multiple occasions in the California cases. For instance, the decision in Osijo v. Ganong and Michell, No. A068661 (Cal. Ct. App. First Dist. April 12, 1996) (attached as Exhibit D to the Liquidator's Consolidated

Objection) noted at page 3 that “the settling defendants paid \$250,000 to Osijo and his counsel Michell.” The decision in Osijo v. Housing Resources Management, Inc., No. A118833 (Cal. Ct. App. First Dist. July 8, 2008) (attached as Exhibit G to the Liquidator’s Consolidated Objection) noted at \*4 that “[a] \$250,000 settlement check from Home was deposited into the client trust account of plaintiff’s counsel. Under the terms of the settlement, the settling defendants paid \$250,000 to Osijo and his counsel.” It also noted at \*24 that “[t]he parties have fully performed under the terms of the settlement agreement.”

3. Indeed, Claimant acknowledges that Home made payments under the settlement on his proof of claim. Item 8 of the POC asks whether Home “has made any payments towards the amount of the claim,” and Claimant responded “Yes, \$122500”. Exhibit A to Liquidator’s Consolidated Objection at 1.

4. Having litigated over the settlement previously, the Claimant has the ability to prepare his mandatory disclosures. Notably, the Claimant already has copies of the Home settlement check and the July 29, 1991 cover letter. See paragraph 5 and exhibit 4 of Claimant’s Declaration dated March 25, 2002 in Osijo v. The Home Insurance Company, No. 02-CECG-00266 (Superior Court for Fresno County). A copy of the Declaration is attached as Exhibit 1 (the voluminous exhibits other than Exhibit 4 are omitted).

5. By the Consolidated Objection, the Liquidator does not ask the Referee to determine the Claimant’s claim at this juncture but only to deny or defer Claimant’s request for evidentiary hearing and motion to compel and schedule briefing of the preclusion issue based on the Case File (which is due on May 8, 2009). The decisions, orders and other pertinent documents, including the settlement check, will be included in the Case File. Claimant’s mandatory disclosures are only due 30 days after that. See Claims Procedures Order § 14(b).

Respectfully submitted,

ROGER A. SEVIGNY, COMMISSIONER  
OF INSURANCE OF THE STATE OF  
NEW HAMPSHIRE, SOLELY AS  
LIQUIDATOR OF THE HOME  
INSURANCE COMPANY,  
By his attorneys,  
KELLY A. AYOTTE  
ATTORNEY GENERAL

J. Christopher Marshall  
NH Bar ID No. 1619  
Civil Bureau  
New Hampshire Department of Justice  
33 Capitol Street  
Concord, NH 03301-6397  
(603) 271-3650



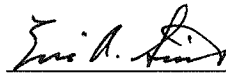
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Eric A. Smith  
NH Bar ID No. 16952  
Rackemann, Sawyer & Brewster P.C.  
160 Federal Street  
Boston, MA 02110-1700  
(617) 542-2300

April 21, 2009

Certificate of Service

I hereby certify that a copy of the foregoing consolidated sur-reply was emailed to the Claimant on April 21, 2009.



---

Eric A. Smith

EXHIBIT 1

1 Adebowale O. Osijo, MBA.  
2 2015 East Pontiac Way, Apt. 203  
3 Fresno, California 93726-3978  
4 Telephone: (559) 221-0585

5  
6 Plaintiff Pro Se.

7 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **IN AND FOR THE COUNTY OF FRESNO**  
9 **CENTRAL DIVISION**

10 Adebowale O. Osijo, (A Tax Accountant),

) Case No.: 02-CECG-00266

11 vs

12 THE HOME INSURANCE COMPANY, (a State of )  
13 New Hampshire Corporation, sued in its corporate )  
14 Insurance capacity); RISK ENTERPRISE )  
15 MANAGEMENT, LTD., (a State of Delaware )  
16 Corporation, sued as Managers of Risks and )  
17 Liabilities for the Home Insurance Company in the )  
18 State of California); LAW OFFICES OF )  
19 BURNHAM & BROWN, (A Professional )  
20 Corporation, sued in place of David Raymond Pinelli )  
21 (deceased); GEORGIA ANN MICHELL-LANGSAM )  
22 (An individual & an attorney, sued in her individual )  
23 capacity); ESTATE OF JOHN FRANK GANONG, )  
24 (Sued in place John Frank Ganong, deceased); LA W )  
25 OFFICES OF MICHELL-LANGSAM, (Sued in )  
26 place of the LAW OFFICE OF GANONG & )  
27 MICHELL, defunct); SUZANNE N. BOUCHER, )  
28 (An individual and an attorney, sued in her individual )  
capacity); JAMES A. MURPHY, (An individual and )  
& an attorney sued in his individual capacity); )  
ANTOINETTE W. FARRELL, (An individual & an )  
attorney, sued in her individual capacity); LA W )  
OFFICES OF MURPHY, PEARSON, BRADLEY & )  
FEENEY, (A Professional Corporation, sued in its )  
corporate capacity and employer of ANTOINETTE )  
W. FARRELL); and DOES 1 Through 50, inclusive. )

) **DECLARATION OF ADEBOWALE O.**  
) **OSIJO IN SUPPORT OF MOTION FOR**  
) **PRELIMINARY DECLARATORY**  
) **RELIEFS AND FOR AN ORDER OF**  
) **DISGORGEMENT OF**  
) **MISAPPROPRIATED CLIENT'S FUNDS**  
) Hearing Date: Friday, April 26, 2002  
) Hearing Time: 8:30 a.m.  
) Courtroom: Department 98A  
) 1227 Fulton Mall,  
) Fresno, California 93724-0002  
) Presiding Judge: Hon. Stephen J. Kane

Defendants.

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

1. I am the Plaintiff in this action. I have a personal knowledge of every fact contained herein such that if and when called upon to testify, I can, and will do so, competently and honestly. I

1 attach hereto. a true and correct copy of the Complaint, filed on January 25, 2002 as **Exhibit 1**.

2           2. I was the Plaintiff in the underlying personal injury action, filed in the Superior Court  
3 of Alameda County, titled: Osijo v Housing Resources Management, Inc. Prostaff Security Services,  
4 Inc., Acorn I, Ltd., and Acorn II, Ltd., Case No. 649881-6. As of April 12, 1990, and at all material times  
5 material thereafter, Georgia Ann Michell-Langsam and the Law Offices of Ganong & Michell were my  
6 attorneys in the said underlying personal injury action. A true and correct copy of the Attorney/Client  
7 Fee Retainer Agreement, signed on April 12, 1990, is attached hereto as **Exhibit 2**. The Home Insurance  
8 Company, controlled the defense, of the said underlying personal injury action. It hired the then Law  
9 Offices of Larson & Burnham, now Law Offices of Burnham Brown, to represent Defendants Housing  
10 Resources Management, Inc., Acorn I, Ltd., and Acorn II, Ltd., in the said underlying personal injury  
11 case. Burnham Brown assigned the defense of the underlying personal injury action to the late David  
12 Raymond Pinelli, Nancy McDonald and Gregory D. Brown.

13           3. As of April 12, 1990 and at all material times thereafter, Georgia Ann Michell-  
14 Langsam was a current and former client of Burnham Brown. As of April 12, 1990, and at all material  
15 times thereafter, the Home Insurance Company insured Georgia Ann Michell-Langsam and the Law  
16 Offices of Ganong & Michell for their malpractice of my underlying personal injury action. This  
17 relationship was never ever disclosed to me by Georgia Ann Michell-Langsam, nor was my informed  
18 written consent obtained in accordance with the *California Rules of Professional Conduct, Rule 3-310(A*  
19 *& B)*, before she took over my representation, and in March 1991, when she claimed to have purportedly  
20 found out that the same Home Insurance Company that insured her for legal malpractice controlled the  
21 defense of the underlying personal injury action. Please see **Exhibit 10**, page 9, paragraph 1, for this  
22 statement of fact. She, however, knew from the very minute she took over my representation in the said  
23 personal injury case that barely six months before April 12, 1990, that Burnham Brown had represented,  
24 defended and settled an unrelated legal malpractice action against her for \$250,000.

25           4. Sometime in June or July 1991, Georgia Ann Michell-Langsam, without my  
26 knowledge or consent, removed the said personal injury action to a place in San Francisco called the  
27 Judicial Arbitration and Mediation Services (J.A.M..B.S.) in San Francisco, at the expenses of the Home  
28

1 Insurance Company. A retired Judge from the Superior Court of San Francisco County, Hon. Victor  
2 Mario Campilongo, was hired to preside over the purported "Voluntary Settlement Conference." The  
3 outcome of this conference on July 25, 1991 was a "Voluntary Settlement Agreement." A true and  
4 correct copy of this purported "Voluntary Settlement Agreement" is attached hereto as **Exhibit 3**. On  
5 July 26, 1991, and at all time thereafter, I disputed the validity of the "Voluntary Settlement Agreement,"  
6 and stated my wish to disavow it, on the ground that it was fraudulently obtained. As of then, I had no  
7 knowledge of the relationship that existed between Georgia Ann Michell-Langsam, Burnham Brown and  
8 the Home Insurance Company. If I had that knowledge, Georgia Ann Michell-Langsam will never, ever  
9 have seen a second of my representation in the personal injury action.

10           5. On the same day of July 26, 1991, the Home Insurance Company issued a check in  
11 the amount of \$250,000 into the "Trust Account of Ganong & Michell As Trustees For Wale O. Osijo,"  
12 in full and final payment of the personal injury case. The "settlement check" was accompanied with a  
13 covering letter dated July 29, 1991, and two documents titled: "Full Release And Satisfaction Of All  
14 Claims And Demands" and "Request for Dismissal." The covering letter reads in relevant part that:  
15 "Please be advised that you and Mr. Osijo are authorized to negotiate this check only after you have  
16 deposited in the U. S. Mail the fully executed Release and Dismissal." On July 30, 1991, Georgia Ann  
17 Michell-Langsam forged my signature on the check and cashed it without my knowledge or consent, or  
18 my execution of the document titled "Full Release And Satisfaction of All Claims And Demands," as  
19 requested by David Pinelli. Over a period of two years, Georgia Ann Michell-Langsam misappropriated  
20 \$127,500 for her own use and purposes, again, without my knowledge or consent. True and correct  
21 copies of the said covering letter dated July 29, 1991 and the "settlement check," are attached hereto as  
22 **Exhibit 4**. A true and correct copy of the document titled: "Full Release And Satisfaction Of All Claims  
23 And Demands," is attached hereto as **Exhibit 5**. A true and correct copy of the document titled: "Request  
24 For Dismissal," is attached hereto as **Exhibit 6**. I did not sign or execute any of these documents.

25           5. Thereafter, Georgia Ann Michell-Langsam and the late David Pinelli decided to return  
26 the personal injury case to the Superior Court of Alameda County, wherein David Pinelli will motion  
27 the Court to enforce the "Voluntary Settlement Agreement" as the judgment of the case. Georgia Ann  
28

1 Michell-Langsam will openly support the motion to enforce the "Voluntary Settlement Agreement." with  
2 or without my knowledge or consent.

3 6. The motion to enforce the "Voluntary Settlement Agreement" was granted over my  
4 vehement objections in the open Courtroom. David Raymond Pinelli drafted the order. Georgia Ann  
5 Michell-Langsam, on page 2 of the order, "approved it as to form." A true and correct copy of the Order  
6 on Defendants' Motion for Enforcement of Settlement, is attached hereto as Exhibit 7.

7 7. Thereafter, on September 5, 1991, I terminated the employment of Georgia Ann  
8 Michell-Langsam as my attorney on the grounds of conflict of interest, and immediately filed a Notice  
9 of Appeal of the Enforcement Order. Again, Georgia Ann Michell-Langsam, at the request of the late  
10 David Raymond Pinelli followed me to the California Court of Appeals, First District, Division II,  
11 wherein she sought the permission of the Court to file a document titled: "Brief Of Amicus Curiae,"  
12 without my knowledge or consent. There, she disclosed all the confidential information that I reposed in  
13 her. She, further, took positions, which she knew were inimical to my rights and interests. but in support  
14 of David Raymond Pinelli.

15 8. The appeal failed because I had no knowledge or proof of any relationship between  
16 Burnham Brown, the Home Insurance Company and Georgia Ann Michell-Langsam that will have  
17 created a conflict of interest, which will in effect will have invalidated the enforcement order of the  
18 Superior Court of Alameda County, and nullified the "Voluntary Settlement Agreement." The subsequent  
19 appeals to the Supreme Court of California and to the United States Court of Appeals for the Ninth  
20 Circuit were summarily denied. Now that all my appellate rights were exhausted, I wrote David Raymond  
21 Pinelli, sometime in October 1992, to give me my moneys. It was there and then that I found out that  
22 moneys had exchanged hands between the Home Insurance Company, the late David Raymond Pinelli  
23 and Georgia Ann Michell-Langsam, way back in July 1991, while I was disputing the validity of the  
24 "Settlement Agreement," without my knowledge or consent. The proceeds of settlement had been  
25 disposed of by Georgia Ann Michell-Langsam, without my knowledge or consent, before the late David  
26 Raymond Pinelli and Georgia Ann Michell-Langsam ever went to the Superior Court of Alameda County  
27 for the enforcement of the "Voluntary Settlement Agreement."

28

1                   9. Thereafter, I sued Georgia Ann Michell-Langsam, John Frank Ganong, Carola Kekow  
2 Keaton, Charles Samuel Baker and the Law Offices of Ganong & Michell, in the Superior Court of  
3 Contra Costa County for legal malpractice, on November 6, 1992. Sometime in March or April 1993,  
4 Georgia Ann Michell-Langsam answered my interrogatories, wherein she, for the first time, disclosed that  
5 she was insured for her legal malpractice of my underlying personal injury case by the same Home  
6 Insurance Company that had controlled the defense of the said personal injury case. In addition, I also  
7 found out from the record in the Superior Court of Contra Costa County that the same Home Insurance  
8 Company had hired the same Burnham Brown to represent Georgia Ann Michell-Langsam in a pending  
9 but unrelated legal malpractice action titled: Eliot Abrams v Ganong & Michell and Georgia Ann  
10 Michell-Langsam. I immediately amended the complaint for a cause of action for conflict of interest. But  
11 as of this time, Georgia Ann Michell-Langsam represented herself in the legal malpractice case. Suzanne  
12 N. Boucher, an associate in the then Law Offices of Ganong & Michell appeared before the Court on her  
13 behalf for oral arguments. There was no proof that the Home Insurance Company controlled the defense  
14 of this case, to create an actual conflict of interest.

15                   10. On September 30, 1993, Georgia Ann Michell-Langsam's motion for summary  
16 judgment was granted on the ground that there was no actual conflict of interest in the underlying  
17 personal injury case. There may be a potential for conflict of interest, but once the underlying personal  
18 injury case is over, I was required to prove actual conflict of interest in my representation by Georgia Ann  
19 Michell-Langsam. On this date, at the hearing of motion for summary judgment, an attorney from the  
20 Law Offices of Murphy, Pearson, Bradley & Feeney, Timothy O'Halloran "specially appeared" with  
21 Suzanne N. Boucher. Thereafter, Antoinette W. Farrell, from the same law firm replaced Timothy  
22 O'Halloran. After the summary judgment was tentatively granted, the issue of misappropriation of my  
23 moneys and breach of fiduciary duties emerged. A true and correct copy of the document titled: "Order  
24 Granting Defendant's Motion For Summary Judgment Or In The Alternative For The Summary  
25 Adjudication," filed on November 4, 1993, is attached hereto as **Exhibit 8**. This order was prepared by  
26 and submitted by Georgia Ann Michell-Langsam. The order foreclosed me from bringing any issue that  
27 has to do with conflict of interest before the Court, anymore.



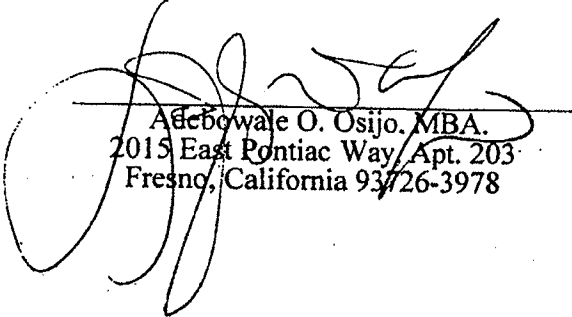
1           11. Thereafter, I motioned the Superior Court of Contra Costa for summary judgment or  
2 in the alternative for summary adjudication on the issues of breach of fiduciary duties and  
3 misappropriation client of funds. The Court granted the summary adjudication of issue on the  
4 misappropriation of client funds, but denied the breach of fiduciary duty cause of action. Antoinette W.  
5 Farrell defended both causes of actions, prepared and submitted the proposed order. A true and correct  
6 copy of the "Order On Plaintiff's Motion For Summary Judgment/Adjudication," is attached hereto as  
7 **Exhibit 9**. Thereafter Judge Trembath transferred the case to Judge Barbara Zuniga for a bench trial of  
8 the breach of fiduciary duty cause of action and the cross-complaint for malicious prosecution and abuse  
9 of process, because I refused to accept \$12,500 to settle the legal malpractice and the dismissal of the  
10 sham cross-complaint for malicious prosecution. If I had accepted the \$12,500 to settle the subsequent  
11 legal malpractice action, it will have impliedly meant that I approved of the actual conflict of interest that  
12 existed when Georgia Ann Michell-Langsam represented me. This conflict of interest had been my cause  
13 against Georgia Ann Michell-Langsam and the late David Raymond Pinelli, since July 1991. James A.  
14 Murphy, represented all the Defendants at the trial of the breach of fiduciary duty cause of action. He  
15 gave the opening statement at the trial of the sham cross-complaint for malicious prosecution and abuse  
16 of process. Judge Zuniga ruled against me on the breach of fiduciary duty cause of action and the cross-  
17 claim for malicious prosecution. She awarded Georgia Ann Michell-Langsam approximately \$29,000 in  
18 damages and costs. Georgia Ann Michell-Langsam in turn offset my moneys that the Court ruled she  
19 misappropriated from this judgment and tried to enforce it on my properties.

20           12. The Appellate Court reversed Judge Zuniga's decisions. It affirmed Judge Trembath's  
21 decision on the wrongful misappropriation of funds. It narrowly affirmed the summary judgment in favor  
22 of Georgia Ann Michell-Langsam, on the ground that it had no evidence on the record of the involvement  
23 of the Home Insurance Company in the subsequent legal malpractice action to create an actual conflict  
24 of interest in the underlying personal injury action. If it had the evidence, its decision will have been  
25 different. A true and correct copy of the decision of the California Court of Appeals, First District,  
26 Division V's, is attached hereto as **Exhibit 10**, please see the footnote on page 9. I was awarded my costs  
27 on appeal. The Supreme Court of the State of California denied Petition for Review. Antoinette W.

1 Farrell and James A. Murphy represented all the Defendants in these appellate proceedings.

2 13. After the remittitur issued the Superior Court of Contra Costa County dismissed the  
3 cross-complaint for malicious prosecution with prejudice. But the Georgia Ann Michell Langsam refused  
4 to return my wrongfully misappropriated moneys unless I agreed to accept \$12,500 as the judgment of  
5 the case. I disagreed. Out of suspicion and the need for my moneys, I obtained a writ of execution and  
6 levied it on the assets of the Home Insurance Company. It turned out that the Home Insurance Company  
7 had been ordered to cease and desist from doing business in the State of California, effective, January 1,  
8 1995. Then, in an attempt to camouflage its involvement in the subsequent legal malpractice action, the  
9 Home Insurance Company hired the Law Offices of Charles and Lillip, but with the active participation  
10 of Antoinette W. Farrell, to quash the writ of execution and vacate the levy. A declaration in support of  
11 the motion was filed by Gloria S. Y. Ha, which for the first time admitted that the Home Insurance  
12 Company hired the Law Offices of Murphy, Pearson, Bradley and Feeney, Antoinette W. Farrell and  
13 James A. Murphy to defend the breach of fiduciary duty and the misappropriation of client funds against  
14 Georgia Ann Michell-Langsam. True and correct copies of the "Order Recalling And Quashing The Writ  
15 Of Execution And Notice Of Levy," filed on December 23, 1996, and the Declaration of Gloria S. Y. Ha,  
16 filed on November 19, 1996, in support of the motion are attached hereto as Exhibits 11 and 12,  
17 respectively.

18 I make this declaration under the penalty of perjury and according to the laws in the State  
19 of California, that the foregoing is true and correct. This declaration is executed in the City and County  
20 of Fresno, this 25<sup>th</sup> day of March, in the year 2002.

21  
22  
23   
24 Adebowale O. Osijo, MBA.  
25 2015 East Pontiac Way, Apt. 203  
26 Fresno, California 93726-3978  
27  
28

1 **PROOF OF SERVICE BY MAIL**

2 I, Jhoe F. Ajayi, declare the followings:

3 1. I am not a party in this action nor do I have any interest in its outcome. I am over the  
4 age of eighteen years. I am a citizen of the United States and a resident of the City and County of Fresno,  
5 California. On Monday, March 25, 2002, I served the following documents:

6 **DECLARATION OF ADEBOWALE O. OSUJO IN SUPPORT OF MOTION FOR  
7 DECLARATORY RELIEFS AND FOR AN ORDER OF DISGORGEMENT  
8 OF MISAPPROPRIATED CLIENT FUNDS**

9 on the following persons:

10 Mr. Peter J. Kennedy  
11 Law Offices of Crosby, Heafey & Roach  
12 355 South Grand Avenue, Suite 2900  
13 Los Angeles, California 90017-4209

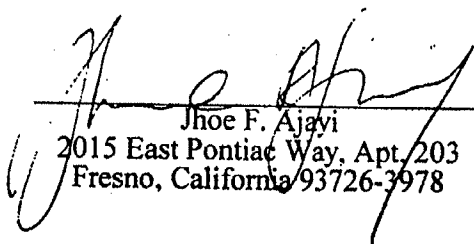
Ms. Jane L. O'Hara Gamp  
Law Offices of Murphy, Pearson, Bradley & Feeney  
88 Kearney Street, Suite 1000  
San Francisco, California 94108-5530

14 Mr. Robert J. Lyman  
15 Law Offices of Burnham & Brown  
16 Post Office Box 119  
17 1901 Harrison Street, 11<sup>th</sup> Floor  
18 Oakland, California 94604-0119

Ms. Georgia Ann Michell-Langsam  
Law Offices of Michell-Langsam  
201 North Civic Drive, Suite 236  
Walnut Creek, California 94596

19 by placing these documents in envelopes addressed as above, with first class stamps affixed on them. I  
20 thereafter deposited the envelopes with the United States Postal Service for delivery.

21 2. I declare under the penalty of perjury and according to the laws of the State of  
22 California that the foregoing is true and correct. This declaration is executed in the City and County of  
23 Fresno, California, this 25<sup>th</sup> day of March, in the year 2002.

24  
25  
26  
27  
28  
  
Jhoe F. Ajayi  
2015 East Pontiac Way, Apt. 203  
Fresno, California 93726-3978

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 O. LARSON  
GREGORY DAVID BROWN  
ROBERT J. LYMAN  
SCOTT C. FINCH  
RALPH A. ZAPPALÀ  
PETER DIXON  
SUSAN THOMAS FELJSTED  
GARY R. SELVIN

A. J. MOORE, JR. (1948-1984)  
JAMES H. RIGGS (OF COUNSEL)

CLARK J. BURNHAM  
GEORGE J. DSER  
ERIC R. HAAS  
STEVEN M. MARDEN  
MONICA DELL'OSBO  
JEFFERY G. BAIREY  
PATRICK K.M. MCCARTHY  
H. WAYNE GOODROE

CHRISTOPHER L. AGUILAR  
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 P. HOOBKINS  
JOHN B. LAMBORN  
NANCY K. McDONALD  
BRIEN L. PABBER  
JAMES M. PATZER  
JAMES J. ROBATI  
JOHN A. RUSSO  
DONALD J. SMITH  
ANJALI TALWAR  
MICHAEL S. TREPPA  
JAMES L. WRAITH  
BRADLEY M. ZAMCZYK

CARL H. ALLEN  
CATHY L. ARAS  
JAYNE G. BENZ  
CHRISTOPHER J. CONNEL  
DONALD P. EICHMORN  
RICHARD J. FINN  
ROBERT A. FORD  
JANE L. O'HARA CAMP  
CECILIA M. HERR  
MICHAEL K. JOHNSON  
ROBERT M. MALTZ  
STEVEN A. NIELSEN  
DAVID R. PINELLI  
MICHAEL R. REYNOLDS  
JACQUELINE E. ROTH  
SUSAN E. SHAINHOLTZ  
MARK J. SWEENEY  
SHAWN A. TOLVER  
JOHN J. VERBER  
DARRYL M. YEE

Via Courier

ARGO.....

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.

002719

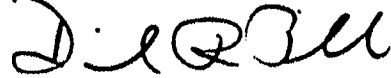
Georgia Ann Michell, Esq.  
July 29, 1991  
Page 2

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

002720



... INSURANCE COMPANIES  
Customer Service Comes First!

51990219

51367  
116

Claim Number

Policy Number

Issue Date

Insured Name

703-L-686417-207 GL 1692617

2 295 13

07/26/91

HOUSING RESOURCES

51990219

51367  
703

Upon acceptance

Pay to the Order of

TRUST ACCOUNT OF GANONG & MICHELL AS  
TRUSTEES FOR WALE O.OSI80

05100

\$\$\$250,000.00\*

In payment of

FULL & FINAL SETTLEMENT

Occurrence Date  
10/07/88

Payable through  
Connecticut  
National Bank  
Hartford, Connecticut

DAVE PINELLI,ESQ  
P.O. BOX 119

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For the Company

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WE ARE PLEASED TO PRESENT YOU WITH THIS PAYMENT.  
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