

Richard Berberian
605 Hamden Lane
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Certified No. P 919 111 842

June 4, 1988

Rudy V. Bilawski, Esq.
Neumiller & Beardslee
500 Waterfront Office Tower II
509 West Weber Ave., Fifth Fl.
Stockton, CA 95203-3166

Dear Mr. Bilawski:

(To begin with, even though your letter to me of May 17, 1988 is signed "Rudy V. Bilawski, Attorney at Law" and with only your name appearing on the firm's letterhead, and not "Rudy V. Bilawski, for Neumiller & Beardslee" with all firm attorneys listed on the letterhead as in various other previous correspondence, I am concluding that this difference is not of any legal consequence and/or significance insofar as my lawsuit situation is concerned in any way whatsoever. I am also concluding that your legal and professional relationship with the firm of Neumiller & Beardslee has not legally changed at any time since I first brought our family's case to you on September 9, 1980 and my hearing from your partner, Mr. Shephard, the following week: "Yes, we can help you."—If my conclusions are incorrect, please let me know)

As of late, it seems that many attorneys are fond of reminding me that "facts are facts." With this principle increasingly clear in my mind, I believe that your May 17 letter to me deserves viewing in terms of historical, documentable, operative fact.

I clearly realize that you are not now my attorney. But for a long period of time, you clearly were, and you withdrew as my attorney without giving any sort of explanation. While you were my attorney, you interviewed me, researched, reviewed and analyzed documents I provided you, and scrutinized the law relating to the "Berberian Case," and I paid you for your services. (In Lawrence E. Drivon's May 14, 1986 declaration to the San Francisco Superior Court, he states that I was referred to him "by attorney Rudy Bilowski [sic] of Stockton who was the personal attorney for the Plaintiff herein")

As a result of this and additional work you did for my father, you prepared your now "famous" June 8, 1983 referral letter to Mr. Drivon summarizing your research, analysis and conclusions. This letter was so important that significant portions of it were included verbatim in the first complaint filed on my behalf by Mr. Drivon. During the law and motion period, you were sent courtesy copies of documents relating to important developments. You also prepared the only set of interrogatories ever served upon any of the defendants by Mr. Drivon. While in a very real, though not necessarily legal sense, Haig Berberian, Wells Fargo Bank, et. al. are responsible for my litigation, you are proveably the one whose professional interest, research, analysis, conclusions, referral and continued assistance to Mr. Drivon clearly provided the legal groundwork, framework and early strategic guidance for my lawsuit. To my mind, Larry Drivon was but a contracted assistant. (As you recall, in a meeting between you and I, you stated that Larry took this case on as a "favor" to you)

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With respect to the matter of your being my "godfather," you most certainly are not my "legal" godfather, at least as far as I know. But as the intellectual architect of our family's claims against the defendants, I do consider you to be my "godfather" in law and equity" insofar as my case is concerned. And with respect to this status, if I am ever made an "offer I can't refuse," it is most assuredly you who I will be thinking of.

As to your "secretive behavior," while at this point, it can be argued that it is pretty much my word against yours, I believe my many letters to you and others support my contention. Also in this regard, if you had been "at all times totally up front" with me, you would have objected to my signing the complete contingency fee contract with Larry Drivon, P.I. attorney, and your "personal friend," knowing as you must have known as an experienced business attorney that he might not have fully understood that more "time and resources" would be needed than he would have available, especially if you were to withdraw your services for some reason, as you eventually did. (In this regard, please also keep in mind that Larry's parting with the Belli Organization did not occur until quite some time, perhaps as much as two years after his letter to me of his intent to withdraw as attorney of record, professing "time and resources")

In addition, I believe that if you had been truly straightforward with me, you would have disclosed why you no longer wanted to do any work with regard to my lawsuit. It seems that, at a minimum, such disclosure would have been professionally appropriate. Moreover, your unexplained refusal to provide me with your notes and work-product does not suggest behavior readily interpreted as non-secretive.

Finally, I fully realize that you now cannot help me with my case per se. But I do believe there to be many questions you can help me answer, and for the sake of the non-financial welfare of some persons still involved with my case, I am hopeful that at some point soon, you will.

With this said, I will now conclude by stating that while "dona clandestina sunt semper suspiciosa" (clandestine gifts are always suspicious), I apparently must now await my fate in the proceeding probate!

Et sic pendet,



Richard Berberian

RB/jfb

cc: Laurence E. Drivon, Esq./Certified No. P 919 111 843
Thomas J. Shephard, Sr., Esq./Certified No. P 919 111 844
James A. Askew, Esq./Certified No. P 919 111 845
Mrs. Rose Berberian/hand-delivered
Ms. Carol J. Berberian/hand-delivered