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Letter To Ellen Hawkes

December 03, 1993

Ellen Hawkes wrote a book in the early 1990's about the lawsuit getting national headlines at the time regarding the Gallo Family and the Ernest & Julio Gallo Winery in Modesto, California. I purchased and read her book entitled, "Blood & Wine." Between the book, newspaper articles and research that I conducted in court files regarding the dispute, I noticed some similarities between the Gallo lawsuit and mine, most notably a mysterious "res judicata." I noticed some similar if not identical legal arguments, some mutual players, and some things that I thought were coincidental between both cases. My letter to Ms. Hawkes is long and detailed because I liked my letters and legal documents to be as self-contained as possible. That is, I wanted them to tell as much of the story as possible without straying too much from the purpose of the document. Additionally, I knew that my legal ordeal had been and would continue to be long and arduous and perhaps my memory would fade over time. My memory has indeed faded over the years and my way of writing letters and putting together legal documents is now proving to be helpful. I had forgotten much of what is contained in this letter. It has been 15 years since I wrote the letter and 27 years since my traumatic ordeal began. Nonetheless, with regard to the length of time that Berberian v. Berberian has now been in existence (if only in my mind), I still have to say, "who knew."

As I now read my letter to Ms. Hawkes, I can see that it's hard to follow. I can also see that I got carried away with details and enumerating what I believed at the time were meaningful coincidences. Some happenstances, I merely listed in case they proved over time

to be at all significant. I couldn't determine at the time (and probably not too much better today) what was and was not important and mutual to both cases. Therefore, I threw in the kitchen sink. I expected Ms. Hawkes to make note of the noteworthy items and then contact me to discuss them. Things mutual to Berberian v. Berberian and Gallo v. Gallo were why I contacted Ms. Hawkes to begin with. I thought that the content of my letter might even help with some of the intriguing aspects of the screenplay regarding the Gallo case which she had sold to Paramount Pictures. Unfortunately, I would never hear from Ms. Hawkes again. Perhaps I scared her off with such a monstrous letter and all of its Bates-numbered attachments. Or maybe someone else angled her off in a different direction. I know for a fact that at least one San Francisco attorney knew I tried to contact her as well as my reason for doing so. Such is discussed in my letter to Ms. Hawkes. When someone in the attorney brotherhood learns something of value, they advise those who would owe them in turn for future favors. One might say that I'm making too much out of my case. Giving it too much importance. That I've got delusions of grandeur. Probably true to a degree. But not entirely. Anyone who looks closely at the documents posted within this expose, cannot come to such a conclusion with much surety. There was something going on out there that affected my case. It was an invisible entity affecting the people that came and went with regard to my case, some kind of "dark matter" that swallowed my puzzling case piece by piece.

Even though I find it a bit embarrassing, I am posting my letter to Ms. Hawkes. Call me a madman if you will. But I think I got the attention of some people in high places, not necessarily with the letter itself, but with the story attached to it.

Richard Berberian
605 Hamden Lane
Modesto, CA 95350-2295
(209) 578-1073

3 December 1993

Ms. Ellen Hawkes
% Elsberg
90 Norwood Avenue
Kensington, CA 94707-1150

Dear Ellen:

Some of the language in the enclosed letter of today reads as though I haven't spoken with you yet, but I was anxious to get the information out to you, so I left most of it as it was prior to our December 1, 1993 conversation.

Thank you for your continued interest and I hope to talk with you soon.

Very truly yours,

Richard Berberian

RICHARD BERBERIAN
605 Hamden Lane
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(209) 578-1073

3 December 1993

U.S. Express Mail No. IB254535402

Ms. Ellen Hawkes
c/o Elsberg
90 Norwood Avenue
Kensington, CA 94707-1150

Bear Ms. Hawkes:

I enjoyed very much talking with you on the telephone this past Wednesday, and I want to thank you for being so generous with your time. Your honesty during our discussion was a heartening refreshing relief to me after so many years of my having to deal with those in the legal profession.

As evident from my letterhead, I am from Modesto. I have lived here all of my life. I am 45 years old and have a wife (though separated) and two children. While it was in the Modesto Bee, I followed Gallo v. Gallo and of course, like many people in Modesto, I found it interesting, as "Gallo" is the most celebrated name in town. I purchased and read a copy of your book, "Blood & Wine." Obviously, it is thoroughly researched, I wish you continued success with it and the paperback version, and I look forward to the anticipated miniseries/minisaga based upon it.

As I explained on the phone, the reason I am writing to you is because I too was involved in family-related agribusiness litigation, mine having been in San Francisco Superior Court against among others, Haig Berberian, my uncle, the onetime "Walnut King of the World." My uncle and his younger brother, Vasken Berberian, my father, two Armenian immigrants who fled the Turkish holocaust, built the largest independently owned walnut processing business in the world between the years 1948 and 1972 here in Modesto. During most of those years, my uncle made the news in this town second

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only to the brothers Gallo. (I have attached a copy of an August 13, 1975 Modesto Bee article regarding the Berberian success story [p. 1]. I have also attached a copy of a June 8, 1983 referral letter from the "mastermind/architect" of my litigation, Rudy Volkmar Bilawski of Neumiller & Beardslee in Stockton, to trial attorney, Laurence Ernest Drivon of the firm then known as Belli, Drivon & Bakerink also in Stockton, which also outlines the history of our family business, as well as my original causes of action [pp. 2-7]. Incidentally, I note that Ernest Gallo settled his trademark case with Gallo Salame Company on June 8, 1983, as stated on Pages 291 and 313 of your book.)

Also as I explained on Wednesday (hopefully to your understanding, being that my verbal skills are somewhat lacking), as I followed the Gallo trial in the Modesto Bee, I noticed some similarities between the Gallo case and my case against my uncle, and Wells Fargo Bank/San Francisco, another defendant that acted as trustee for a trust my father created for me as the sole beneficiary. This trust was the basis from which I could sue for fraud and deceit, conspiracy, etc. However, the one similarity I did not know about until I was reading your book, was the mysterious court order, allegedly barring prosecution of Joseph, Jr.'s counterclaim. In my case as well, it has been called (among other things), "res judicata." (Perhaps it was in there sometime, but I never saw the term "res judicata" nor its definition an issue reported in the newspaper, just the bottom-line consequence, i.e., "no one-third interest in the winery for Joseph Gallo, Jr.," though I do believe there was mention of the matter being settled in an old probate case. I guess that the "res judicata" issue was too detail-specific

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or legalistic for discussion in the paper for the layman.) Of course, this is a glaring similarity between the Gallo and Berberian cases. I had never sued my uncle before (nor anyone else) and I was astounded when I first learned about this particular defense and its meaning. However, unlike Joseph Jr.'s case, none of the attorneys involved with my case, brought this crucial defense to my attention nor did they investigate the foundation upon which it was allegedly based, as they should have done.¹

Two days prior to the expiration of the three-year statutory period for filing suit for fraud discovered, i.e., on August 30, 1983, Mr. Drivon filed suit, ostensibly representing me. However, it was not until October 26, 1987 that I spotted the "res judicata" defense in Haig Berberian's Answer to my complaint, and I asked what it meant while talking to my (now erstwhile) personal and trust attorney, Ralph Carl Ogden, III [Mr. Bilawski's onetime understudy] of Douglas & Ogden in Modesto, who was familiar with my case, but not representing me in San Francisco Superior Court. (I was then in propria persona and the sole plaintiff, having been the latter since my suit's inception.) When I asked him what "res judicata" meant, matter-of-factly and without batting an eye, Mr. Ogden stated that it pertains strictly to a previous court order barring prosecution of any identical future claims.² However, through my own research, or more particularly

¹ It is my contention that this failure by premeditated, conscious decision of any and all of my counsel to look into this previous "res judicata-indicated" determination, constitutes "positive misconduct" and inevitably, undeniably, and wantonly undermined my fundamental rights as a litigant. [Emphasis added]

² I was the only one who "nearly fell off my chair," as apparently did Mr. Whiting upon his "res judicata revelation" in Joe Jr.'s case [Page 322]. I have attached a copy of an October 28, 1987 letter to me from

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that of a close personal friend and associate, Dan Johnson (who is more inclined to read and study the law, and is more adept at understanding and applying it than me), we found in this situation, that the interpretation of "res judicata" is not as limited as my so-called "trust" counsel had led me to believe.³ (Most notably we determined that an arbitration and a "settlement contract" can, in fact, both have the effect of "res judicata.")

The "res judicata" defense was raised again when, as an in pro per, I instituted and pursued litigation against my uncle's estate here in Stanislaus County, only this time it was raised as the Second Affirmative Defense in defendant Estate of Haig Berberian's Answer, originally having been designated as the Thirteenth Affirmative Defense on Friday the 13th of

Mr. Ogden, which indicates the lengths Mr. Ogden went to on my behalf regarding the "res judicata" issue [p. 8]. I had asked Mr. Ogden to make his inquiry in writing and obtain a response in writing. The first paragraph of the letter is in response to my additional inquiry as to why Mr. Drivon was notified of my uncle's death, being that I had been in pro per for over a year [copy of September 25, 1987 Notice of Death attached/pp. 9-10].

³ Because I will be referring to him throughout this letter and as I said on Wednesday, it would be good if he spoke to you as well next time, I would like to note that my associate is a U.C. Berkeley graduate in history, with no prior connection to the legal profession. I did not tell him about my litigation until August 1, 1987, when I was desperate for honest help, and he rose to the occasion in almost heroic dimensions. He is 47 years old with a wife and two children. He is a singer/songwriter whose music career I promoted prior to his becoming involved in my god-awful legal situation. I have attached a copy of a June 8, 1988 letter to Hollywood-based business attorney [with ties to the entertainment industry], Michael G. Dave, which may give you more insight, if you will, into our relationship and our ultimate plans for this "nut case" [pp. 11-13]. (I thought about calling my story, "Blood & Nuts," but then I thought: "Well, there's a lawsuit, [boy]!" /Page 297) Concerning me, I would like to add that my family has lived off of the aforementioned trust fund over the years, but the money is now all gone, and we had to file bankruptcy. Due to emotional problems, I dropped out of UCLA in 1970, twelve units short of a B.A. in psychology. In large measure, due to my lawsuit and its ramifications, I am presently taking medications for clinical depression,

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July, 1984. (My uncle died on September 21, 1987 at age 81 [copy of September 23, 1987 Modesto Bee article in this regard attached/p. 14], leaving his heirs [all of whom live in Fresno, aside from his widow] an estimated \$150-300 million. My father unexpectedly died on January 24, 1985 at age 76. The two brothers married two sisters who are both still living.) However, my San Francisco case had not been adjudicated at the time, so "res judicata" still pertained to something else, unknown and as it has turned out, virtually inscrutable. I still do not know why the defendants Berberian and Estate of Haig Berberian affirmed it as a defense [though I believe that Gallo v. Gallo might hold some clues], because I had to dismiss my litigation in Modesto (albeit voluntarily and without prejudice), in view of the fact that I was appealing as an in pro per, the illegal dismissal of my original case for lack of prosecution within a five-year statutory period, by order of a judge under provably very dubious circumstances. I eventually appealed my case to the California Supreme Court (though unsuccessfully). Nevertheless, it is my opinion that my lawsuit unquestionably proceeded (or more accurately, died a tortured death) in the wake of this mysterious "res judicata-bar" to its being prosecuted. (I have enclosed for your reference if interested, copies of my in pro per Appellant's Opening Brief and Reply Brief filed in the First District Court of Appeal on October 2 and November 27, 1989 respectively, and a copy of my in pro per Appellant's Petition For Review filed on April 10, 1990 in the Supreme Court of California. These documents fully explain, among other issues, the unbelievable, unconscionable conduct

though I have been stable for three years. I am currently seeking employment in what I believe that I do best, that being, in-detail research.

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of the attorneys involved in my case.)

On February 22, 1988, my associate and I drove to the U.S. District Court in Fresno in order to check on the Gallo file, because as I said hereinbefore, I saw in the Modesto Bee and intuitively sensed, that there were similarities between the Gallo and Berberian cases. At that time, Dan and I were not inclined to read through seventeen voluminous legal casefile-folders. (I remember Dan remarking: "Now this is what you call a serious lawsuit!" He and I knew in retrospect that my attorneys were never serious about prosecuting my suit except in duplicitous pursuit of a narrow, specific goal within a "grand scheme" to which we were not privy, and which I will not go into in this letter, though thoroughly discussed in the attachments and enclosures.) For future reference and solicitation purposes, however, I did write down the names of many of the attorneys involved in the Gallo case. I mailed pertinent documents including one that Dan and I had prepared expressing my frustrating, mysterious, "res judicata-shadowed," ill-directed case, to many of the attorneys listed within the file, as well as those referenced in the newspaper. The names of some such attorneys, their dates of solicitation and receipt of documents, are as follows: Jess Stonestreet Jackson, Jr. (2-19-88/2-22-88); Denis Timlin Rice (2-20-88/2-23-88); [Hon.] Oliver Winston Wanger (2-23-88/2-24-88); Roger Doyle Coley (3-4-88/3-7-88); Joseph Stell (3-30-88/4-4-88); Frank Gadmus Damrell, Jr. (6-11-88/6-14-88); Patrick Lynch (11-17-88/11-21-88); William Gladstone MacKay (5-24-89/5-26-89); Albert M. Herzig (3-4-91/3-7-91); and Joseph Albert Yanny (3-6-91/3-13-91).⁴ In addition to them, I sent

⁴ My attorney had withdrawn from my San Francisco case against my will

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via certified mail, my solicitation package to a record number of other carefully selected attorneys throughout California, hundreds at first, the number now standing at 1,588, probably enough to make Guinness and what I believe to be an unprecedented effort in the history of civil litigation in this state if not the nation! (Incidentally, on December 4, 1992, I mailed my solicitation documents to a "John W. Hawkes" in Santa Rosa [receipt/12-7-92], as part of a solicitation effort targeting professing "Christian" attorneys [a wasted effort, I might add, though their rejection letters were generally a bit more courteous than others]. State Bar records show that he is the only Northern California attorney in private practice with your last name (the only other Northern California Esquire Hawkes, working in the tax department of Bank of America/San Francisco, who coincidentally has the same name in full, "John William Hawkes"). I thought to note this, just in case you are related. Mr. Hawkes did not respond to my solicitation package [copy of cover letter attached /pp. 17-27, as well as State Bar correspondence regarding the Esquires Hawkes/pp. 28-36]. Additionally,

on June 20, 1986, under provably highly questionable circumstances. Perhaps I should mention that my erstwhile attorney, Mr. Drivon, was very heavily involved in Democratic politics, becoming president of the California Trial Lawyers Association in 1990; Neumiller & Baardslee has had a heavyweight Republican history; and though in essence a lifelong Republican, Haig Berberian was bi-political, having among others, Edward Dean Price on the one side [my uncle's personal attorney until his appointment in December of 1979 to the Federal bench], and George Deukmejian on the other. A copy of a July 3, 1983 newspaper article about Mr. Price, and a copy of a June 7, 1981 article about my uncle [at his home, "mano a mano"] donating "none of your business" to the former governor, are attached [pp. 15-16]. Regarding Mr. Price, in 1988, coincidentally during the Gallo proceedings in Fresno, the gadfly in me was evident every time he went to and from work./Please see my October 2, 1989 Appellant's Opening Brief, Appendix/Page 00028, top left-hand corner.)

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on September 28, 1993, I mailed an earlier version of my present revised letter to you, to the wrong "Ellen Hawkes." Ironically, she turned out to be the wife of one of the two attorneys "John W. Hawkes," which one I do not know. If your middle initial turns out to be "D," I will become a true believer in coincidences! I have attached documents in this regard/pp. 37-39.)

Among the very few attorneys who responded to my call for help, was none other than John Edwin Whiting of Merced. (A copy of my March 4/8, 1988 solicitation letter to him is attached/pp. 40-41.) Usually, I could not get the time of day from any attorney for my lawyer/brotherhood-oozing, "hands-off," already-in-the-sack case, but Mr. Whiting gave me a call on March 15, 1988, and approximately 30 minutes of his time. At Mr. Whiting's request, Dan and I personally delivered several boxes of my casefile documents to his ranch house on March 16. Mr. Whiting was interested enough in me and my case to then set up a mutual appointment for April 11, 1988 at 2:00 p.m., with a trial attorney who he said he thought he had squared away for me and my case; namely James Ellingson Cox of Cox, Garrett & Lally in Martinez, Contra Costa County. Since Mr. Whiting was uase-heavy at the time with Joseph Gallo, Jr. and a couple of other clients, he recommended Mr. Cox who he described as, "god-damned famous!" (Mr. Whiting told me that he had also discussed my case with Mr. Rice of Howard, Rice, et. al. in San Francisco, but to no avail. I told Mr. Whiting that I had sent my solicitation package to Mr. Rice prior to that which I had sent to him.) We eventually met instead for two and a half hours with Mr. Cox's partner, Dan L. Garrett, Jr., and his associate, Kevin David Lally. Mr. Whiting

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proceeded to depose me, as it were, and as he later explained, in a fashion similar to that of his interrogation of Joseph, Jr. upon discovering that mysterious July 2, 1941 (in my opinion, phony/bologna) court order [copy attached/pp. 42-43]. However, Mr. Whiting was strictly pursuing information regarding the beginnings of our family business as opposed to the mysterious bar to my pursuing my claim (and of course, he did not mention "res judicata" when referencing Joseph Jr.'s situation.) When my associate, Dan, started to describe the insidious effect of the bar to my suit by using the term we were then using to describe it, namely, "hidden agenda," Mr. Whiting cut him off, vociferously shouting, "What's this hidden agenda bullshit!," intimidating me and effectively stifling the discussion of the subject, though it was fairly thoroughly explained in the documentation I had originally sent to him. (Mr. Garrett [and therefore Mr. Cox, with whom Mr. Garrett later told me he conferred] subsequently passed on my case [a copy of his April 12, 1988 reject letter attached/pp. 44-45], as did Walton Major Phillips of Galdecott & Phillips in Oakland, Mr. Whiting's own personal attorney to whom he later sent me in an alleged "last-ditch effort" to find counsel for me. Dan and I met with Mr. Phillips on May 14, 1988 and after taking a cursory peek at my casefile(s), he verbally passed on the case that day [a copy of his May 16, 1988 reject letter attached/p. 46]).

After expariencing these bowildering visits with these "esquire-officers of the oourt" (and espacially, from our parspective, our "what-the-hell-was-that-all-about!" episedic adventure with Mr. Whiting), Dan and I put cur heads together and authored the attached letter finally cutting to the chase of my case (in both its legal and psychodramatical facets), which

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we delivered to Mr. Bilawski, et. al. on the date of said letter, April 26, 1988 [pp. 47-66]. If you are inclined to read it, I would like to point out that at the bottom of Page 3, it is noted that Mr. Bilawski withdrew from my case on September 28, 1984 [copy of withdrawal letter attached/p. 67]. At the time (i.e., in latter 1987, after Haig Berberian expired), we had not noticed in our review of his probate documents, that my uncle had signed his Last Will [copy attached/pp. 68-73] and an amendment to the agreement establishing his family trust, The Haig & Isabel Berberian Revocable Trust (a copy of said document having never been available to me), on September 28, 1984 as well. I have never had the opportunity to ask Mr. Bilawski about this "coincidence." (Noting Lines 2-3 on Page 313 of your book, however, I suppose Mr. Whiting would suggest that I go ask Mr. Bilawski for an "explanation" instead. In my opinion as well, such would be the proprs approach to the matter.)⁵

Now addressing the main point of this letter; since obtaining your book and reviewing my records during its reading, I have noticed some of

⁵ Digressing, though psrhaps not, on Page 224 of your book, it is noted that Mr. Whiting was once an associate of "C. Ray Robinson, one of the Central Valley's most powerful attorneys and landowners." When I saw Mr. Robinson's name, it looked familiar; actually, familiar enough that I knew exactly where I had seen it. I ramembered the name from a letter written to me on the same day my suit was diamissed by the San Francisco Superior Court (the only letter in my files dated October 4, 1988/copy attached, p. 74). The letter itself would not have been noteworthy to me had the law firm I was referred to within the letter, not been acting quite erratically when dealing with my solicitation a full six weeks after I had solicited them. I sent a second solicitation letter to Mr. Brock in San Jose on October 28, 1988 [pp. 75-76], yet three days later, he responded as though he had not received that one as well, nor knowledge that it was coming [p. 77]. I am tempted to surmise that Mr. Brock and his firm did not want to admit knowledge of the contents of my solicitation letter prior to declining my case (and/or to delay their response until

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the same players, movers and shakers, from the same era involved in both the Gallo v. Gallo and Berberian v. Berberian cases. Some of the ones I have come across and recognize are: Edward Thomas Taylor [Sr.] (counsel for "Haig Berberian," the name of our family business in addition to the individual); Edward Thomas Taylor, Jr.; Mr. Price and Martin, Crabtree, et al.; Mr. Whiting (by nature of what I believe to be his "curious" interest in me, my case and the early years of our family-owned business); and the accounting firm now known as Atherton & Associates here in Modesto [George Allen Atherton incidentally having a J.D.], who were of service to both the Gellos and Berberians (though Mr. Whiting told me that such was not so regarding the winery). I would be interested to know if the referenced accounting firm (or that of the erstwhile Fitch, Fulford & Ludlow) played any role in the Gello case. I know that the out-of-house Gello accountants are not mentioned in your book. They played a major role in the fraudulent conduct of the accounting for our business, and a fire of "suspicious origin" [the arsonist never having been identified] swept through their offices on December 1, 1981, as information was being gathered for the institution

that specific fraudulent-ridden day, October 4, 1988). What in the letter that might have been sensitive, I really do not know, though I did speculate regarding a motive in Item No. 48 of my Affidavit filed on November 28, 1989 in the Estate of Haig Berberian. I have attached some pertinent pages of said affidavit regarding this matter, including Item No. 49 and a corresponding letter to me dated October 31, 1988, dealing with the issue of "res judicata" [pp. 78-86]. I have not attached (nor enclosed) my entire affidavit, because it is 136 pages in length (and I fear that my intrusion upon you with this letter too long and a package too thick, may be unpardonable as it is, though I did indeed try to get prior authorization to contact you [copy of my July 15, 1993 unresponded-to letter to Simon & Schuster, Inc. attached/pp. 87-88]. Nevertheless, I do hope that whatever time you might spend with these documents will be worth your while, and they are yours to keep as I have dozens of such copies.)

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of my lawsuit. (Although the firm at the time stated to the Modesto Bee that client records were spared, the fire was later used as an excuse by Peter B. Jeppson, CPA, for not being able to produce requested documents./ I have attached documents in this regard [pp. 89-92]). I have long wondered if the fire perhaps played a role in the Gallo case as well.⁶

⁶ By the way, the name of Honorable Robert B[utler] Fowler appears on some of the documents in my files, tangentially regarding Haig Berberian, his property holdings, and therefore my case. However, I am at this time unsure of any role he and/or Robert R. Fowler of Fowler & Fowler [perhaps father and son, Robert R. being thirty-two years the elder], may have played in the chicanery surrounding our family business. (I have attached correspondence from the State Bar of California containing information regarding the two attorneys Fowler and Judge Bellwood C. Hawkins [pp. 93-102]. I am curious to know how it was determined that it was Robert R. as opposed to Robert B. Fowler who allegedly represented Joseph Jr. in court on June 30, 1941. I am also interested in knowing whether or not the original Objections To First And Final Account signed by "Fowler & Fowler," unsigned by Edward T. Taylor, and allegedly signed by alleged Objector Joe Gallo, Jr. [pp. 103-104], was produced in court. As an aside, and not necessarily meaning anything, I found that a written entry was made in the Stanislaus County Recorder's records that Letters Testamentary for Susie Gallo were filed on November 7, 1933 by Bank of America, only to be "Taken 'out [sic]" by the "(Clerk)." Additionally, said document number 13960 was simultaneously assigned to another document of the same date regarding the Oakdale Irrigation District. [pp. 105-107]) A "chip off the old block" that I would also like to mention, is Edward "Tom" Taylor, Jr., whose deposition was involved in Gallo v. Gallo. I have attached a copy of a December 16, 1985 letter that I sent to Mr. Drivon, detailing my encounter that day with a curiously-behaving Mr. Taylor, in addition to a copy of Mr. Drivon's secretary's "diary" of my call to his office that day regarding same/pp. 108-113. It is my belief that Mr. Taylor made enough noise about the receipt discussed therein prior to my coming in to sign it, to ensure that I would ask for a copy which he had pre-planned not to give me. Additionally and needless to say, Mr. Drivon never "pitched" his promised "bitch." I wish to note that the next to the last paragraph on Page 4 contains some "humor," as it were or so I thought, that will not be understandable to you. Mr. Drivon knew what I was referring to, though I doubt that he was laughing. (Now that I addressed Edward T. Taylor, Senior and Junior, as an aside, I would like to add, just in case it is of any possible interest to you, that Joseph Jr.'s daughter, Linda Gallo Jelacich, lives next door to the other Taylor son and sibling, retired Judge Carson Needham Taylor, and has for many years/pp. 114-117. Which goes to show that in some ways,

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Ms. Hawkes, I am writing to you because I believe that Gallo v. Gallo and Berberian v. Berberian share mutual players who did (and perhaps some of whom are still doing) similar deeds for both the Gallo and Berberian agribusiness barons here in Modesto. I believe that based upon that and any other presently unknown mutual players and their sometimes highly questionable, mere overt modi operandi (which I believe have inevitably now come to haunt the present players⁷), you could be of help to me in my unrelenting pursuit of the enigmatic truth in my legal situation. Perhaps I can likewise be of help to you in corroborating the meritorious nature of some of the "good questions" raised in your book.

I have archives of public and private information relating to my case, my uncle and father, and others in this town and elsewhere, dating back to the 1940's, and I can provide you further documentation of virtually all that I have referenced in this letter. And I do not wish to boast nor do I take pride in saying that I cannot imagine anyone creating a more thorough paper trail regarding his or her "cause celebre," than I have. Rather, it was done out of necessity. I believe that my story is so bizarre that, were not each and every episode occurring within it so painstakingly documented, it would be impossible to believe. I ask no one to "trust me" on this. (In addition to the above-referenced documentation, I have also kept a journal for many years [to date, approximately 4,000 pages long], carefully and copiously noting the facts and my thoughts about the

Modesto is still the quaint little "one-horse town" that it was back in the 1940's when the elder Taylor and Gallos were rubbing elbows.)

⁷ I have attached a Modesto Bee article [p. 118] which I believe is in line with this cynical conjecture of mine.

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facts and events in and around my case, virtually making an entry therein any time a "player" or potential player even looked my way or cleared his or her throat. From this source, I have been able to be so date and detail-specific within much of my letter to you.) I am hoping that perhaps we can meet and "compare notes."

Now thanking you for your time in reading this letter, and wishing to hear from you soon, I am

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Richard Berberian", with a long horizontal flourish extending to the right.

Richard Berberian

RB/prc
Attachments
Enclosures

P.S. I would like to add that after my grueling encounter with the herein-referenced attorney brotherhood, as I said at the beginning of this letter, I am broke and my wife left me, taking our two children with her. I have a dire need, therefore, to get to the bottom of why my high-stakes case has proceeded as it has, and there is no doubt in my mind that if an investigation of my case were made by someone unafraid, unbuyable, and competent (and hopefully empathetic towards my plight), the legal and so-called "justice" system could be stripped down to its birthday suit as never before, once and for all (especially if it is found that some of the same legal minds did some of the same legal/illegal deeds for "Haig Berberian et alii," the "res judicata" mystery coming foremost to my mind), and I am hoping that you might be able to refer me to an investigative journalist (or a person of any profession, for that matter), who might be interested in such an endeavor (assuming, of course, that you are not so interested.) "Have I got a story for you!"

P.P.S. If you are interested in speaking to me about any of the matters discussed herein, I hope you can understand that even though I harbor no animosity towards him and personally find Mr. Whiting quite likeable, I prefer that you do so prior to any warranted contact with him in this regard. However, I do not wish to temper or jeopardize what appears in the Bee and your book to be a good rapport between you and Mr. Whiting, and I would therefore welcome his presence should we meet to discuss any mutual and/or individual interests that we might have.

Success Story In A Nutshell — Never Cut Quality

By Gerald Perry

See staff writer

Luck, hard work and an unexpected benefactor combined forces to turn a small Modesto packing shed into a multimillion dollar business, becoming the world's largest independent packer and processor of walnuts.

So says Haig O. Berberian, the Armenian immigrant who founded the firm bearing his name and served as its president until a few days ago.

Berberian's success story ranks among the biggest in the San Joaquin Valley, running not far behind that of Modesto brothers Ernest and Julio Gallo.

Berberian's benefactor was See's Candy Co., which today still is a major walnut buyer.

The Walnut King, as Berberian is affectionately known in the industry,

arrived penniless on US shores in 1923 at age 17.

The son of a Rharpourt merchant who was killed by the Turks because he was a Christian, Berberian was strongly influenced by his mother.

"I was 8 years old when my father was killed, and I can still hear my mother telling me I was blessed and that I should be grateful," Berberian said, leaning back in the stuffed chair in his new office on north Tully Road.

"My mother was a religious person, and that's the way she brought me up. She said my obligation was to try to be worthy by working hard and destiny would take care of the rest. We Armenians, perhaps because of the long years of oppression, somehow believe in destiny and patience."

Berberian worked by day

in a Boston box factory and attended school at night. Then he worked in a shoe factory, a grocery store and as a paper bag salesman.

Next he became a partner with an older brother in a haberdashery. He came to Modesto in 1943 to join a cousin in a walnut and dehydrating operation.

Berberian, still bristling with enthusiasm and energy, set up his own nut business on 19th Street in 1947, handling a few hundred tons of nuts.

The following year, Berberian, through a broker, got an order for 600 cases of top quality nuts from Hugh Fry, general manager for See's in Los Angeles. Berberian took special care in filling the order, a step which set the pace for his adherence to quality in the years to come.

When payment for the order arrived, scribbled across the bottom of the check signed by Lawrence A. See, founder Mary See's oldest grandson, was a note of appreciation.

Soon thereafter, Fry and Edward G. Perk, head of See's operations in San Francisco, visited Modesto with their wives.

They found Berberian seated behind a desk he had made himself to save \$50 and no place for visitors to sit.

"I was very embarrassed," said Berberian. "But they assured me they weren't interested in sitting. They wanted to see my processing equipment

and wanted to know if I could supply them in 'creasing amounts of quality walnuts."

The confectioners gave Berberian what amounted to an open-end order for all the "See's grade" walnuts he could deliver.

The term "See's grade" means the best nuts from the best area from the best grower, Berberian explained. "It came to mean the very best there is and is a term now widely used in the industry."

Lawrence See and other See's executives constantly urged Berberian to expand, requesting bigger and bigger orders.

"We were not able to give them really all the walnuts they wanted until 11 years ago, when for the first time we found ourselves with an excess of 'See's grade' nuts," he says. "That, too, took an interesting turn. We suddenly got an order from an eastern candy maker, who asked for a substantial supply of 'See's grade' walnuts. To this day the company is selling more than half a million dollars worth of nuts each year to that firm and we have never met the president, the owner or its buyer. See's recommended us to them."



Haig Berberian

Inquiries from 'finders' for a period of five years," Berberian said. "I refused to talk to all of them, but I was listening when I was approached by Pot."

Berberian said he was willing to sell only to a firm which he felt certain would continue the quality standards he had established and assure continued growth.

"I felt an obligation to my supervisors and employees, all the growers I've dealt with over the years and, of course, the customers we've sold to," he said. "Only Pot could do the things I want to see continued. They were already the world's biggest supplier of pecans, so it would be easy for them to assume a major role in walnuts."

Berberian is 59, his brother James, 45. James retired earlier, after profiting in the sale to Pot.

In his new office, Berberian will direct farming operations on the 2,500 acres of almond orchards he owns, 600 of which are in partnership with Art Van Spronsen of Ripon. He also is developing an eight-acre shopping center at Coffee Road and Sylvan Avenue Modesto.

Berberian said it is important to be happy at work.

"I pity anyone who hates



Richard Jennings

his work," he said. "all my life every day I've found myself hardly able to wait to get to the plant to go to work. My work is my pleasure."

Money and accumulation of wealth are only a measure of a person's success, a sort of proof one

has done his work well, he says.

"But money is not a measure of happiness," he said. "And too many people make the mistake of enmeshing happiness with pleasure. You can buy some pleasures, but you can't buy happiness. Happiness is loving your wife, having children, working hard and liking your job."

Neumiller & Beardslee

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CHARLES L. NEUMILLER
1973-1983
GEOFFREY A. DITZ
1989-1991
IRVING L. NEUMILLER
1989-1990

June 8, 1983

LAURENCE E. DRIVON, ESQ.
Drivon & Bakerink
215 N. San Joaquin Street
Stockton, California 95202

Re: Richard Berberian

Dear Larry:

Several months ago, we discussed the potential lawsuit by Richard Berberian against his uncle, Haig Berberian. At that time, you were involved in several trials and therefore unable to assume any additional commitments. I know that at least the "Nuestra Familia" trial has now been concluded and I therefore hope that you will have the time to take this matter on behalf of Richard Berberian. In all events, I believe that there are only about three (3) months left before the statute of limitations will run on Richard's claims. For that reason, we must make a determination now. Hopefully, you will find the time and inclination to undertake this suit for Richard. May I request that in any case after you have read this letter, you let me know within a couple of days if you are interested in pursuing this suit or not. Please understand that Richard Berberian has the means and is willing to pay for the investigation of his claim. Any agreement will, of course, have to be negotiated directly between him and you.

As a matter of background, you should know that in October 1980 I was contacted by Mr. Vasken G. Berberian. Vasken is the younger brother of Haig Berberian and both are Armenians who came to this country in 1923. In 1949, Vasken and Haig Berberian started a walnut shelling and processing business in Modesto. They landed the account of Sees Candies and began to prosper. In 1957, they formed a limited partnership in which Haig was the general partner having an 80% ownership interest and Vasken was the limited partner with a 20% ownership interest. In 1963, Vasken gave a 5% limited partnership interest into trust for his daughter

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LAURENCE E. DRIVON, ESQ.

June 8, 1983

Page Two

and another 5% limited partnership interest for his son, Richard Berberian. In 1972, the business of the limited partnership was sold to Pet, Inc.

It is alleged that during the period from 1968 to 1972, Haig Berberian, as the general partner, took millions of dollars out of the partnership business and used the funds for his personal advantage. It is also alleged that Haig created separate entities which he owned totally. These separate entities then seoured funds from the limited partnership in order to purchase assets which were then leased to the limited partnership. These assets were sold to Pet, Inc. in 1972 in separate transactions. It is also alleged that Haig borrowed large sums of money from the partnership at 6% and had the partnership borrow the money from the bank at prime plus 2. It is further alleged that the limited partnership made advances to growers which were evidenced by promissory notes and seoured by deeds of trust. Because of the identity between Haig's name as an individual and the name of the limited partnership, the repayments were made and collected by Haig in his individual capacity. It is also alleged that whenever growers were unable to repay their debts to the limited partnership, the notes were written off as bad debts, but that, in addition, Haig foreclosed on the security property and acquired it in his own name.

I have looked at a lot of information and documentation on behalf of Vasken Berberian, and there is little doubt in my mind that he was cheated by his older brother in connection with the sell-out to Pet, Inc. However, I have been informed by Vasken that he does not want to sue his brother at this time.

Richard Berberian is Vasken's only son. He has implored me to help him obtain justice against his unole. As you know, I am not a trial attorney and I have so informed Richard. The most compelling argument in Richard's favor and that of his trust is the following economic argument. The walnut shelling business is not a service business, but is a capital intensive business which requires hundreds of thousands of dollars to make a go and millions of dollars in order to be profitable. As a result, the income produced by the business is not just compensation for services rendered in managing the business, but to a large measure, is a return on capital invested in the plant, equipment, machines, inventory, and receivables. During the years 1968-1972,

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Page Three

Haig not only paid himself a very handsome salary for his services as general manager, but he also took millions of dollars out of the business even though he had no capital account and therefore should not have been entitled to share in any return on capital. Instead, these monies should have gone to the other partners in proportion to their respective capital accounts. I have been told that Haig invested these funds in real estate in and around Modesto, which now has a market value of \$50-\$75 million dollars. Obviously, this is something that an investigator should have a look at.

Let me give you some of the information which I have strained out of the wealth of material that was presented to me by Vasken and Richard.

1. It appears that in July and August of 1972, Haig negotiated the sale of the limited partnership to Pet, Inc. Upon solidifying his negotiations, Haig proceeded to amend the limited partnership agreement by unilaterally providing that the general partner could at any time request the retirement from the business of a limited partner upon payment of the capital account. Immediately thereafter, Haig requested the retirement of Vasken and, immediately following that, Haig sold the business to Pet, Inc. This is called an illegal "freeze out".

2. By a settlement agreement dated May 13, 1976, Vasken received an additional payment of \$470,000 in return for a release of all claims. From this amount, a part was withheld as representing accounts receivable of \$69,000 to be paid out if and when collected. A supplemental and final settlement agreement was made dated May 3, 1978 whereby Vasken received \$20,000 as payment in full of his share of the accounts receivable and, in addition, was required to indemnify and hold Haig and his family harmless from any and all liability. At the time of the freeze out and subsequent settlements, Vasken was not represented by counsel. Moreover, the extent of the release is uncertain and in any event he was ultimately cheated out of \$50,000 of accounts receivable plus interest for several years. There also was no consideration given for the indemnity agreement.

3. The statute of limitations for partnership matters such as dissolution and accounting is generally 4 years and therefore most of the causes of action which Vasken would have are now stale, unless there is fraud and deceit for which the statute of limitations does not commence

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to run until the discovery thereof. It appears that as to all fraud and deceit there was no discovery until Vasken obtained a confidential memorandum of Pet, Inc. on September 2, 1980 at which time the 3-year statute of limitations commenced to run.

4. There was a purchase of assets by Pet, Inc. from Haig Berberian Corporation, Isabel Berberian Corporation, and Sexton Nut Processors, Inc., which was handled separately from the main transaction. It appears that at least some of these assets were misappropriated by the corporations from the limited partnership. For one thing, Sexton Nut Processors, Inc. was wholly owned by the limited partnership. Moreover, Isabel Berberian Corporation seems to have acquired real estate from the limited partnership over a number of years with the limited partnership's own money; for example, the 3 warehouses outside Mcdesto on the 12 acre parcel were built with the limited partnership's money. Haig concealed from his co-partners the purchase and acquisition of the property which was then leased to the partnership. Thus, Haig not only misappropriated a business advantage belonging to the partnership, but he used fraud and deceit to obtain secret profits and an undue benefit and he converted partnership assets by fraud. This must be contrasted with the obligation of utmost good faith and fair dealing between partners and their fiduciary duties to each other.

5. The sale by the limited partnership to Pet, Inc. was a sale of certain enumerated assets. Upon completion of that sale, the limited partnership continued to retain and own all the assets which Pet, Inc. did not want. These may have been as much as 2.5 million dollars. After the sale, Haig renamed the partnership into "Berberian Orchards" and kept all of it for himself.

6. Over the years, Haig Berberian and his wholly owned related entities borrowed vast amounts of money from the limited partnership. The limited partnership, however, had to borrow these funds from Wells Fargo Bank at prime plus 2 while Haig borrowed the same money from the limited partnership at 6%. Put another way, Haig caused the limited partnership to borrow more money from the bank than was needed for the partnership business. This increased business expense and thereby subsidized Haig. To me, this represents a misappropriation of partnership funds and, in addition, also was a misappropriation of business opportunities which the partnership should have engaged in, but which Haig

LAURENCE E. DRIVON, ESQ.
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Page Five

appropriated for himself. It therefore is arguable that the properties which Haig acquired with these partnership funds should have been partnership properties and that he should account for them to his partners. There is no question that some of these funds were used by Haig to purchase walnut and almond orchards as well as warehouses and other assets which normally would have been assets of the limited partnership.

7. It appears that the limited partnership made a number of loans to a number of walnut and almond growers. Some of these loans were secured by deeds of trust on real property. While these loans were made by "Haig Berberian, A Limited Partnership," it seems that they were at times repaid to "Haig Berberian," the individual. In addition, when a loan went into default it seems that at least where the loan was secured by a deed of trust, the account receivable or grower advance was written off as a bad debt by the limited partnership and Haig wound up with the land covered by that deed of trust in his own name. There appears to have been a partnership relationship between K. Darpinian and Sons, Inc. and Haig which was not disclosed. Yet, that partnership borrowed large amounts of money from the limited partnership, e.g., as of June 30, 1969, it was \$248,413.67. When that partnership was dissolved on June 29, 1971, Haig came away with the Hottel Ranch at 6142 Dale Road, Modesto, and the Salsi Ranch on Sisk Road in Salida. Additionally, in 1971, Haig and his wife, Isabel, granted two (2) options to purchase undivided interests in real property to Suren and Ara Darpinian. The exact extent of these conversions will have to be determined by an investigator.

It is my impression that Haig was the general partner and had fiduciary duties which he owed to the limited partners. Haig breached his fiduciary duties and the trust obligations by doing the following:

- a. Selling partnership property for substantially less than the fair market value on the date of sale;
- b. Transferring partnership property to himself without any consideration or inadequate consideration;
- c. Transferring business opportunities to himself without consideration;

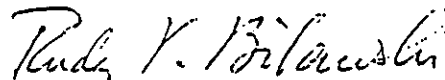
LAURENCE E. DRIVON, ESQ.
June 8, 1983
Page Six

- d. Failure to pay income to the other partners who were entitled thereto;
- e. Misappropriating partnership money for his own benefit; and
- f. Other acts and omissions.

As a result, the limited partners suffered monetary damages, anxiety, worry, mental and emotional distress, and from fraud caused by concealment and failure to disclose. It appears that Haig acted toward the limited partners with a conscious disregard of their rights or with the intent to vex, injure or annoy them such as to constitute oppression, fraud or malice under Civil Code Section 3294, thereby entitling the limited partners to punitive damages.

The foregoing is a summary and fixation of the situation as it now stands. Haig is in his mid-70's and apparently not in the best physical condition. I believe that Richard and his father have been wronged and hope that you will be able to assist them in their quest to right the imbalance. Please call me within the next couple of days. Thank you for your kind consideration of this matter.

Sincerely yours,



RUDY V. BILAWSKI
for
NEUMILLER & BEARDSLEE
A PROFESSIONAL CORPORATION

RVB/jg

00007

LAW OFFICES
DOUGLAS & OGDEN

GERALD R. DOUGLAS
RALPH C. OGDEN

1301 K STREET, SUITE B
POST OFFICE BOX 1867
MODESTO, CALIFORNIA 95353
TELEPHONE (209) 524-4466

October 28, 1987

Richard Berberian
605 Hamdon Lane
Modesto, CA 95350

Re: Richard Berberian v. Wells Fargo Bank, et al.

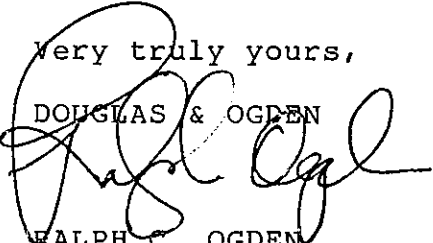
Dear Richard:

Per your request I contacted Tom Bruen. I asked him what the significance of the Notice Of Death was. He said it was merely to put the parties and the court on notice that the client had died and that there is no other legal significance.

I also asked if he was familiar with the file. He said "not very", that he had inherited it from an associate who has left the firm. I asked what order or judgment they had in mind when they pleaded RES JUDICATA as an affirmative defense. He did not know without going through the file.

Very truly yours,

DOUGLAS & OGDEN


RALPH C. OGDEN

RCO/dh

00008

1 PHILIP B. BASS
2 THOMAS M. BRUEN
3 TITCHELL, MALTZMAN, MARK, BASS,
4 OHLEYER & MISHEL
5 A Professional Corporation
6 650 California Street, 29th Floor
7 San Francisco, CA 94108
8 Telephone: (415) 392-5600

FILED
San Francisco County Superior Court

SEP 25 1987

DONALD W. DICKINSON, Clerk
BY *Thomas M. Bruen* Deputy Clerk

9 Attorneys for Defendants
10 Haig Berberian, Haig Berberian Corporation,
11 Isabel Berberian, Isabel Berberian
12 Corporation, Berberian Orchards, and
13 Sexton Nut Processors, Inc.

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
11

12 RICHARD BERBERIAN,) No. 813484
13)
14 Plaintiff,) NOTICE OF DEATH OF
15) DEFENDANT HAIG BERBERIAN
16 v.)
17)
18 WELLS FARGO BANK, et al.,)
19)
20 Defendants.)
21)
22)
23)
24)
25)
26)

18 All parties to this action and their counsel are hereby
19 advised that, on or about September 21, 1987, defendant Haig
20 Berberian passed away. The executrix of his estate is Diane
21 Gazarian, who may be reached at Berberian Trust Property,
22 3501 Coffee Road, Suite 2, Modesto, California 95355.

23 Dated: September 25, 1987

TITCHELL, MALTZMAN, MARK, BASS,
OHLEYER & MISHEL
A Professional Corporation

By *Thomas M. Bruen*
Thomas M. Bruen
Attorneys for Defendants

PROOF OF SERVICE

I, Irene Mu-Shen How, declare that:

I am employed in the City and County of San Francisco, State of California. I am over the age of eighteen years and am not a party to the within-entitled cause. My business address is 650 California Street, 29th Floor, San Francisco, California 94108.

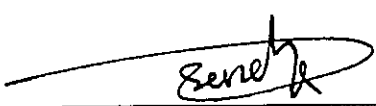
On September 25, 1987, I served the foregoing NOTICE OF DEATH OF DEFENDANT HAIG BERBERIAN on the attorneys of record in said action by placing a true copy thereof enclosed in a sealed envelope, with first class postage fully prepaid, in the United States post office at San Francisco, California, addressed as follows:

Richard Berberian
605 Hamden Lane
Modesto, CA 95350

Laurence E. Drivon, Esq.
Law Offices of Belli, Drivon & Bakerink
215 North San Joaquin Street
Stockton, CA 95202

James P. Wiesel, Esq.
Thelen, Marrin, Johnson & Bridges
Two Embarcadero Center, 22nd Floor
San Francisco, CA 94111

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed on September 25, 1987 at San Francisco, California.


Irene Mu-Shen How

June 8, 1988

Michael G. Dave, Esq.
6255 Sunset Blvd.
Suite 1214
Hollywood, CA. 90028

Dear Mr. Dave:

With reference to our recent telephone conversation, I would like to thank you for your rather frank eloquence concerning the reality of my situation. I can readily appreciate the wisdom of your advice on a purely intellectual level. However, it is the depth of my emotional and psychological involvement these many years that is proving to be a serious obstacle to my acceptance of my fate as I approach the apparent end of my legal status in relation to these defendants.

If my "story" in its factual and "theoretical" themes and dimensions is truly and unusually "Byzantine", I consider this to be further support for my belief that it is very "Hollywood worthy". As a matter of fact, my friend Dan Johnson, p.k.a. "Daniel" (Al Schlesinger has provided him with legal assistance), has been writing songs about significant aspects of this experience. (He also has been helping me to find answers to the questions and mysteries so formidably surrounding this case). As far as I know, I am the only civil litigant who has a personalized theme song or at least a lawsuit song of the quality I believe this one to be. I have enclosed a demo copy of it and another related song for your amusement and hopeful stimulation.

Again thank you for your legal counsel and human advice and please keep in mind that I am determined to do something positive and constructive with this entire experience. I am positively positive that my uncle could never have imagined himself or his real life as ever inspiring substantial music. I believe it is a sign of the unique situation I am dealing with that such has and continues to occur. Perhaps in the end it will be an appropriate artistic treatment of this "story" that will provide the most noble, universal and enduring justice of all.

enclosures

Most Sincerely,



Richard Berberian

P.S. I've enclosed a copy of a letter suggesting what I've been able to conclude about the "hidden agenda". Byzantium lives on in "Gallo Land" as I'm sure it does somewhere in "L.A. Law Land".

00011

when i sue you

you almost had me several times
i struggled with despair
blinded by a broken heart
because nobody cared

but now you see i will not fall
i live to expose you
the world is gonna know it all
when i'm finally through

you and i have always known
where your kind must hide
snug within well crafted lies
you love to crucify

words and music

by

"Daniel"

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and still you want me to believe
i am the crazy one
but justice will not let me be
forsaken by your con no no

we'll get to the truth, dear truth
when i sue
i sue you

we know too well how money talks
it's all you ever do
but soon you'll face a richer law
the golden moral rule

everybody knows you are
the baddest on the block
but i have faith in David's star
this case is gonna rock yea, yea

we'll get to the truth, dear truth
when i sue
i sue you

we'll get to the truth, dear truth
when i sue
i sue you

(i'm gonna sue your being, your reputation
i'm gonna show the people what you are made of
i'm gonna get the lawyers, they leave a slimy trail
all accountants tryin' to hide, you bet i'm gonna nail
i'm gonna sue for honor, i'm gonna sue for truth
i'm gonna see your neck is there in the justice noose
i'm goin' to the papers, i'm goin' on tv
we're gonna take a look at respectability
i'm not afraid of fightin', you know i'm gonna win
i love this kind of rightin', these wrongs you deal in
you're gonna face the music, so this tunes for you
ain't no way i'm gonna quit, i'm gonna sue you through, jack!)

i feel i'm on to you

we know the truth must be concealed
when words are used as shifty shields
to try and fake a hopeful eye
seeking, right

manipulation leaves a trail
of broken lives and souls for sale
justice is for you an agony
privately

i feel i'm on to you
surreal rendezvous
i feel i'm on to you
in this sad light

big money spirit's in the air
to fill the heart of esquire
the only inspiration you embrace
with faith

now let's get on the hour's late
to deal with you and seal my fate
it's true that nothing's what it seems when we
deceive

i feel i'm on to you
surreal rendezvous
i feel i'm on to you
in this sad light

i feel i'm on to you
surreal rendezvous
i feel i'm on to you
in this sad light

Words and Music by
"Daniel"

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September 23, 1987

Passing: 9-21-87

HAIG G. BERBERIAN, who arrived in America penniless but developed nut-production empire in Modesto, dies at age 81. Page B-1.

Modesto businessman Berberian dies

By **MICHAEL WINTERS**
Bee staff writer

Haig G. Berberian arrived penniless in America, only to become one of Modesto's most prominent businessmen and philanthropists. Mr. Berberian, 81, died Monday in Modesto after a short illness.

Modesto became a nut capital largely by the efforts of Mr. Berberian, who came to town in 1943 to enter his cousin's nut processing business. Twenty years before, he left his native Turkey after troops killed his Armenian father in one of history's most notorious genocides.

He worked at a number of menial jobs in the Boston area, including helping his brother sell shirts, and went to high school at night.

But it was in Modesto that Haig Berberian Co. became the world's largest independent nut processor, supplier to See's Candy.

Mr. Berberian was owner and operator for 30 years until selling to Pet Foods. During the 1970s, Mr. Berberian claimed to have donated more than \$1 million to various causes,

including St. Paul's Armenian Church in Fresno. He was among developers who helped expand Modesto to the east, replacing hundreds of acres of his nut orchards with houses and shopping centers.

He was a member of St. Paul's, the Knights of Vartan Lodge, San Francisco, board of directors of the American Armenian International College at the University of LaVerne, the Armenian General Benevolent Union and the Armenian Assembly of America.

Funeral services will be Saturday at 11 a.m. at St. Paul's Armenian Church, Fresno, with burial to follow at Ararat Cemetery, Fresno. Visitation will be today from 6 p.m. to 9 p.m. and Thursday from 9 a.m. to 9 p.m. at Franklin and Downs-Colonial Chapel, Modesto.

He is survived by his wife, Isabel of Modesto; a daughter, Dianne Gazarian of Fresno; a sister, Nuvart Nishanian of New York; and four grandchildren.

Remembrances may be made to St. Paul's, Fresno; Memorial Hospital Foundation; or Stanislaus County YMCA.



Haig Berberian in 1976

Dean Price: 9th District's no-nonsense judge

By ROSALIE REED
Be staff writer

FRESNO — The phone rang several times as Judge E. Dean Price sat behind his desk in his spacious, brightly lighted chambers.

Two law clerks darted in and out to discuss the status of a prisoner in Arizona, who was under indictment by a federal grand jury in Fresno.

Price presides in a stately mahogany-paneled courtroom that would dwarf the largest courts in Stanislaus County.

Those who have seen him in action say Price is a "tough judge, who doesn't stand for any nonsense."

One of his most publicized decisions was his January 1982 refusal to halt filling of the New Melones Reservoir. Price was assigned that case soon after going on the bench. He calls it one of the

more interesting cases he's handled. "There are several other cases before the court concerning the future of the federal waters program in the West," he said.

Price, a former Modesto attorney, also deals with bank robberies, narcotics smuggling, mail fraud and governmental policy challenges in court these days.

Price, 64, became a judge of the U.S. District Court for the Eastern District of the 9th Circuit in January 1980, when a second position was added to the court's Fresno bench.

He also spends the first Monday of each month hearing motions in the district's four-judge Sacramento court.

"I have 56 or 60 Sacramento cases on my docket," Price said during an interview in Fresno. "I have 100 cases on my docket in Fresno. I have 100 cases on my docket in Modesto, spend most weekends there and

consider themselves Modesto residents," he said.

In Fresno, they stay in a condominium. When Price has court business in Sacramento, he stays in Modesto and commutes. On Friday afternoons, Price takes the train home from Fresno. His wife drives home earlier in the day.

Asked if the shift from lawyer to federal judge was difficult, Price smiled and responded: "I wasn't exactly a stranger in federal court." He was a U.S. magistrate the last 14 years of his 30-year law practice.

"Generally the work pace in federal court can be controlled by the judge," he said. He added that in contrast to his experience as a lawyer, he usually can arrange to have weekends completely free.

He said he finds his judicial duties "interesting and very rewarding." Federal judges become intimately familiar with their cases, he said. Price explained that at noon each case is filed in federal

court, it is assigned to one judge. That judge handles it to its conclusion, which can be many years.

Price said he has more than 400 active civil cases and he and the court's other judge, M.D. Crocker, are handling more than 50 percent of the criminal cases in the district. "We have been overwhelmed lately with criminal cases," he said.

Price said most of the criminal cases in federal court, such as bank robberies, could be handled in state court. "But there is a feeling the state court penalty for bank robbery isn't high enough," he said. He added the federal court also handles a lot of bank employee embezzlement cases.

"While federal court is harsh on bank robbery, there is a prevailing attitude in both federal and state courts that white-collar criminals shouldn't

Price

CONTINUED FROM B-1

go to jail," he said.

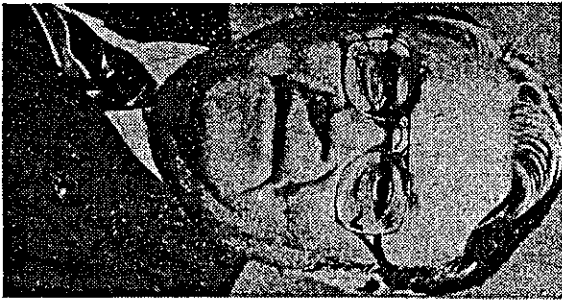
Price picked up a Manila file. "Here is a \$16,000 embezzlement coming up for sentencing. The probation officer has recommended no jail time. If you want a free loan, that's a way to get it," he scoffed.

The probation officer's recommendation, which Price said he is not required to follow, called for restitution and probation. Price said his first priority in sentencing is public safety, followed by deterrence to others, then the defendant's rehabilitation potential.

The federal court gets a lot of illegal weapon possession cases, frequently growing out of arrests on other charges, Price said. Mail fraud cases, involving such things as using the postal service to make false insurance claims, and interstate transfer of stolen money by mail or wire also are common, he said.

Price said one of his most interesting criminal cases involved a theft at the naval weapons testing area at Ridgecrest. The allegations were connected with a conspiracy to smuggle narcotics, he said.

DRIVON'S CASE — The Nuestra Familia prison gang racketeering case is one he is unlikely to forget, Price said. Because of the organization's reputation for violence, the judge and his wife were as-



Judge E. Dean Price

signed around-the-clock guards from January to September of 1982. "I had two marshals, my wife had one and two watched our living quarters." Different guards were assigned every three weeks.

Being perpetually protected had its drawbacks, Price conceded. His Modesto friends gulfed every time he showed up at the golf course or harder shop

with his entourage. "But it probably was more of an inconvenience and bother for the guards, having to be away from their families for three weeks at a time," Price said.

Price mentioned one of his most interesting civil trials was a trade slander case involving a milking machine.

"A dairy installed a milking system which at the time was considered quite advanced and different," Price explained. "Soon after the system went into use, all of the cows developed mastitis (inflammation of the udder). The dairy owners attributed the condition to the milking system and decided to sue the manufacturers," he said.

"The veterinarian who treated the cows suggested that in support of the civil case, it would be a good idea to travel across the United States and contact other owners of the milking system. In the process, they made some very damaging statements, and the manufacturers sued. The jury found for the (manufacturers) — and gave them one dollar," Price said.

"We are seeing an increasing number of cases that have political overtones; for example, challenges of the president's philosophy toward persons receiving Social Security," Price said. "Then we go through the transcripts of administrative hearings. It's interesting to see

the cases come through and to see whether the charges and countercharges have merit."

Price decried the crowded condition of federal prisons and limited budgets for criminal defense.

"Federal courts pay less to appointed attorneys than state courts. Consequently, the attorney might not do his best job. That is a concern because the court has the duty to protect a defendant's constitutional rights to the fullest," he said. "An unfortunate result could be the attorney may pad his bill and the judge look the other way."

Most criminal trials are before juries, according to Price. However, to preserve appeal rights, defendants often submit the issue of guilt or innocence to the judge on a set of facts. Pretrial motions cannot be appealed if the defendant pleads guilty, Price explained. "Pretrial motions in criminal cases sometimes involve bizarre circumstances, and tantalizing legal issues," he observed.

Appeals from the eastern district go to the circuit court. The 9th Circuit Court of Appeal covers California, Arizona, Idaho, Montana, Nevada, Oregon, Washington, Alaska, Hawaii and Guam. In California, San Francisco is the primary 9th Circuit headquarters. The next appellate level is the U.S. Supreme Court.

See Page B-2, PRICE

Why do donors donate? None of your business

SUN JUN 7 1981

By DICK LAGRAN
Bee staff writer

Last week Hal Berberian of Modesto wrote out a \$1,000 check for Attorney General George Deukmejian's campaign for governor.

"He's Armenian and I'm Armenian," said Berberian, explaining that was reason enough to warrant his support. And that may not be the only check Deukmejian will get from Berberian. "It may happen again," said the former nut company owner whom other Republicans had pointed out as

a donor their candidates could count on.

Another big-bucks contributor from Modesto, who was willing to talk about his financing of political candidates only on the condition that his name not be used, said he's ready to spend at least \$5,000 on whichever GOP candidate for governor can do the best job of "deregulating the damn government."

Describing himself as a staunch Republican, the rancher-developer said he's looking for a 1982 candidate who will put his energy into "getting rid of red tape." What he would really like

to see, he said, "is someone anti-education running for a party."

May Coey of Lodi described herself as "just a common, ordinary housewife." But the \$3,000 she contributed to Mike Curb's successful 1978 campaign for the lieutenant governorship seemed to be uncommonly high for a housewife. "It's my own business," she said. "I had personal reasons and it's nobody's affair but my own."

But one point she did want to make was that she "wasn't trying to buy anybody." Most political donors are well aware they aren't getting a

guarantee on any politician's vote with a hefty contribution, several contributors, politicians and political aides agreed.

At most, the donors are improving their chances of having direct access to a candidate to tell the politician what they want him to do or not do, one Senate aide said. But donors are usually satisfied in backing a candidate with the same ideology they have, knowing that if the candidate is elected his or her voting pattern is going to be generally consistent with what the contributor wants anyway, the aide said.

Certified Mail/Return Receipt Requested Showing Address Where Delivered

RICHARD BERBERIAN
605 HAMDEN LANE
MODESTO, CA 95350-2295
(209) 578-1073

4 December 1992

John W. Hawkes, Esq.
1011 College Ave.
Santa Rosa, CA 95404

PREFACE

Because I still fervently believe in the great principle that,

Jurisprudentia est divinarum atque humanarum rerum notitia,
justi atque injusti scientia (Jurisprudence is the knowledge
of things divine and human, the science of justice and
injustice/what is right and what is wrong),

and the enduring truth of the proverb which states,

"To practice justice is a joy for the just, but terror for
evil-doers" (Proverbs 21:15),

the ensuing letter is hereby respectfully submitted for your
thoughtful review and consideration.

Dear Mr. Hawkes:

Primarily due to the clearly illegal "positive misconduct"
practiced by previous counsel and the actual and constructive fraud
underlying that conduct, the case of Richard Berberian v Wells Fargo
Bank, Haig Berberian, et al. (instituted on August 30, 1983, two (2)
days prior to the expiration of the three (3) year statute of
limitations for fraud discovered) was dismissed on incredibly
unjustified procedural grounds on October 4, 1988 by the San Francisco
Superior Court. (Reference is being made to the five (5) year statutory
time limit for bringing a case to trial, and specific acts and
omissions by counsel.) After formally dismissing my nominal attorney of
record and then as an attorney in propria persona (with no attorney
assistance whatsoever), I appealed the Superior Court's decision to the
First District Court of Appeal which upheld the lower court's ruling.
Subsequently, the California Supreme Court, in bank, denied my in pro
per [again, non-attorney assisted] Petition For Review, and denied at
the same time my request for an order directing publication of the
Court of Appeal opinion.

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Notably, Democratic Party lobbyist and power broker. Mr. Laurence E. Drivon of the firm now known as Drivon & Tabak in Stockton, California, the perfidious, prevaricating, politically-minded and mannered former President of the California Trial Lawyers Association for 1990 (also having headed the very influential CTLA-PAC for 1989), provided cleverly disguised nominal representation for some three (3) years, suspiciously withdrawing without just cause prior to the trial court's dismissal of the case. During the three (3) years of Mr. Drivon's lingering, ulterior-motivated, derelict, so-called "representation," he even failed and refused to take any depositions, one of which was my father's (my father being my "star witness" according to Mr. Bilawski who I will address below), but of equal critical importance was Mr. Drivon's failure and refusal to take the deposition of my uncle, primary defendant Haig Berberian, who was in his late 70's and in poor health. (Haig Berberian, alias dictus Haygaz G. Berberian, expired on September 21, 1987.) I think it is safe to assume that for some reason unknown to me, those two all-important depositions were lost forever and not needed for the agenda sheltered in the shadows of Mr. Drivon's shady soul. Mr. Drivon is the same phony who masquerades as an advocate for consumer rights and the "little guy." He dedicates his book, The Civil War On Consumer Rights, "to my brothers and sisters of the trial bar. Give up? They never have, they never will." conveniently forgetting how, with due calculation and exemplary duplicity, he gave up my case. (Another certainly curious omission by Mr. Drivon is the fact that not once did he ask to speak with my sister, Carol Berberian, nor did he mention the idea of her joining my lawsuit, my sister having an identical trust fund to mine and identical rights for redressing the wrongs likewise committed against her. From a business standpoint, there would have been twice as many legal rights to right twice as many illegal wrongs, and therefore twice as much money to be made. As an aside, I would like to add that throughout this letter, I do not mean to imply that Mr. Drivon absconded with any money that should have been mine. Among other things, however, it is my unabashed intention to circumstantially prove that he and the other players absconded with the truth, leaving me behind with a big pack of their lies. And although I believe that in large measure I have since figured out the mechanics of and motives for the fraud and deceit, and reduced the mystery surrounding my case, I do respectfully ask that you please read my letter to you, as I urgently need help in my situation for statutory and legal, financial, personal, and other reasons.)

Although he was a part of the Belli Organization at the time, and citing "time and resources" as an excuse, Mr. Drivon sent me a December 5, 1984 certified letter of intent to withdraw from my case, but did not actually withdraw until June 20, 1986 by means of an order issued by San Francisco Superior Court. (I have enclosed documents in this regard. It should be noted at this point that my father, Vasken G. Berberian, died unexpectedly on January 24, 1985.) Upon close examination, I have since noticed that Mr. Drivon did not file with the court his Supplemental Exhibit in the form of a copy of his letter of intent to withdraw (though prepared by and sent to me on May 14, 1986, and then signed and served upon all parties on May 30, 1986), until the day of our June 20, 1986 (9:30 A.M.) hearing in said matter. I am sure that the judge did not see and consider the letter before his judgment, and Mr. Drivon, therefore, in my opinion and after taking into account

Mr. Drivon's history of ulterior-motivated involvement in my case, deceived me and the court in that regard.

It should be noted that in Mr. Drivon's letter of intent to withdraw, he stated that he would help me find successor counsel. In his effort, he contacted Richard D. Bridgman, Esq. of the Bay Area. However, it took Mr. Drivon almost a year to meet with the man only to be told that he, Mr. Bridgman, was about to go solo and did not have any resources for my case on his new hourly rate solo law firm. Mr. Drivon then contacted Rodney A. Klein, Esq. of Sacramento and three (3) months later, Mr. Klein, a P.I. attorney, would tell Mr. Drivon by phone, without any meeting nor any review of my case-file whatsoever, that he did not have time for my case, as he was busy with litigation regarding the flood up north at the time. Presently, Mr. Klein whose shoddy law practice was eventually exposed on the CBS program, "60 Minutes," is presently combing the state with ads in various newspapers in an effort to chase down as many unhappy breast implant patients as possible.--I think that it is grossly apparent that Mr. Drivon had no intentions of finding me realistic successor counsel nor any other counsel, for that matter. His eighteen (18) month effort in this regard consisted of contacting the two (2) foregoing above-referenced attorneys.

Another apparent lie by Mr. Drivon was stated within his December 5, 1984 letter to me, that being his alleged "belief" that I had been contacted by his office relative to some alleged interrogatories, allegedly sent to me in care of his office by "the defendants" not named, and allegedly being answered by him and/or his office, allegedly on my behalf. Requesting on day one that his office provide me copies of all documents exchanged by both sides, and though available at all times when it came to my case, I was never contacted regarding the alleged interrogatories, I never saw and was not asked to participate in the alleged answering of any such interrogatories allegedly sent to "us," nor were any interrogatories of any kind whatsoever prepared by any of the defendants and/or their representatives, included in the incomplete case-file that I obtained from Mr. Drivon and his office after his/their withdrawal of representation. Obtaining the "phantom" interrogatories addressed to me, and their "answers," seems ultimately imperative as it would be bountifully enlightening to find out just what any of my adversaries would like to ask me and of me, and what in particular they contend I have done or failed to do.--My hands are clean, though my adversaries have blanketly stated otherwise in the court record. (For what it is worth, I would like to note that the order of Hon. Raymond D. Williamson, Jr., who by the way is a former attorney and trust officer for Wells Fargo Bank in San Francisco, was both signed by same and officially entered into the court record, on July 8, 1986, three (3) years to the day after I entered into my July 8, 1983 contractual agreement with Mr. Drivon and his firm, and as ratified by Mr. Bilawski who was present during the signing.)

Mr. Rudy V. Bilawski of the Neumiller & Beardslee law firm also in Stockton, a noted expert in tax, banking and trust, business and partnership law, researched and developed the case against the defendants, for which he was paid approximately \$7,500 by me and my father. He then referred me alone to Mr. Drivon, and conveniently served as Mr. Drivon's assisting counsel, apparently for a legally significant, surreptitiously prearranged period of time. Mr. Bilawski

referred me to personal injury trial attorney Drivon despite the fact that Mr. Bilawski's firm had its own trial department with complex business litigation expertise. The enclosed June 8, 1983 referral letter from Mr. Bilawski to Mr. Drivon, summarizes Mr. Bilawski's conclusions and outlines the case against the defendants Berberian, and the case against co-defendant(s) Wells Fargo Bank and its trust department which held and represented a limited partnership interest in the family-owned business formerly named "Haig Berberian" (now "Berberian Orchards") via a living trust created by my father for my benefit. (It is revealing to note that several large portions of Mr. Bilawski's referral letter are contained verbatim in the original complaint filed by Mr. Drivon in my case. It should also be noted that this referral letter is addressed to Mr. Drivon of Drivon & Bakerink, even though Mr. Drivon's firm was then well-known as "Belli, Drivon & Bakerink.") However, there is the conspicuous absence in the letter of the name Peter B. Jeppson, Haig Berberian's local accountant who was undeniably, significantly instrumental in the success of Haig Berberian's "fraud caused by concealment and failure to disclose," with conscious disregard for the limited partners' legal rights, and with what I believe to be the intent to vex, injure and annoy, constituting oppression, the above-referenced fraud, and malice under Civil Code Section 3294. I would like to add that Mr. Bilawski stated to me that the limited partners "never had an accountant," thereby narrowing the corrupt Mr. Jeppson and his firm now known as Atherton, Ludlow & Schonhoff, to being accountants for only the general partners, all owned and controlled by Haig Berberian, and therefore in fact, never having been accountants for "Haig Berberian," the limited partnership, as they had us believing.

Conveniently and incidentally, in late 1981, a fire of "suspicious origin" swept through the offices of Atherton, et al., this largest of Modesto accounting firms, the arson commencing a little more than one (1) year after my September 2, 1980 discovery of the rampant fraud and deceit underlying the twenty-five (25) years of my family's business association with Haig Berberian, the individual, and specific interest and participation in "Haig Berberian," the limited partnership. Needless to say, legally relevant documents were lost in the fire, as attested to and evidenced by a letter written by Mr. Jeppson to co-conspirator, Wells Fargo Bank.

The time-period between my personally and privately taking the case to Mr. Bilawski on September 12, 1980 upon a September 9, 1980 referral from my psychiatrist at the time, and my telephone discussion with Mr. Bilawski that day, and the August 30, 1983 institution of my lawsuit some two (2) days short of the expiration of the three (3) year statute for filing suit for fraud discovered, is another story, some of which I know from reading between the legal lines of my case, but most of which I do not. One truism, however, is that Mr. Bilawski was for two and one half (2 1/2) years interested solely in my father's case against his brother (even though he had originally stated that I would be the one to sue in this "all or nothing" case), my father having met with Mr. Bilawski and some of his partners regarding our case(s), but my father ultimately decided not to sue in that regard, nor to my knowledge, in any other regard. For some reason speculated upon hereinafter, Mr. Bilawski would decide to assist in my litigation against my uncle, though paradoxically, he had previously remarked that his job would be to "keep the case out of court." Mr. Bilawski's

apparent legal change of heart is something that needs further investigation.)

Prior to Mr. Drivon's actual withdrawal, Mr. Bilawski also abandoned the case, providing neither me nor Mr. Drivon (as I was and am asked to believe) any explanation whatsoever for his withdrawal. Mr. Bilawski's reason or reasons for withdrawing from the case remain a well-guarded secret to this day, although I have since discovered via Stanislaus County Superior Court probate files, that the date he withdrew, September 28, 1984, "coincidentally" turned out to be the same date that defendant Haig Berberian signed his Last Will and an amendment to and restatement of the Haig And Isabel Berberian Revocable Trust agreement (originally created on October 28, 1983), the latter not having been admitted for probate, and being made unaccessible to me for review. (Copies of Mr. Bilawski's September 28, 1984 withdrawal letter and Haig Berberian's September 28, 1984 Last Will are enclosed. A fifth page attached to said Will listing Haig Berberian's Beneficiaries and Heirs-At-Law, individually and collectively all of whom I deem for the most part and to the best of my knowledge, innocent of any wrongdoing, is deleted out of regard for their privacy.)

I had standing to bring suit in this matter because of my beneficiary/trustee relationship with Wells Fargo Bank who conspired with the defendants Berberian to defraud my trust. However, Messrs. Drivon and Bilawski focused my case against Haig Berberian as though my standing to sue provided a vital in-court legal leverage for out-of-court brother-to-brother settlement purposes. Among the evidence for this hypothesis is the fact that the one and only known set of Interrogatories involved in my case were the ones assembled strictly for Haig Berberian's attorneys to answer, prepared by Mr. Bilawski, who "handed" them to Mr. Drivon on September 13, 1984. Wells Fargo Bank was never asked anything. Additionally, on September 13, 1984, Mr. Drivon filed the final amendment to the Second (and final) Amended Complaint in my case, shifting some of Wells Fargo Bank's liability over to Haig Berberian, et al. Mr. Drivon went on to file the Proof Of Service By Mail for what I believe to be this "deal" with Wells Fargo Bank, on the now infamous September 28, 1984, "secret deal day." (Documents in these regards are enclosed.) (Taking these "coincidental" dates a step further, Terry Snyder, Esq., the second of my two (2) nominal attorneys of record and who I will address below, filed Haig Berberian's Last Will and other probate documents into my San Francisco Superior Court case on September 28, 1988, four (4) years to the day after Haig Berberian signed his above-mentioned will and trust agreement. The Declaration of Terry Snyder in this regard, minus its attachments, is enclosed.)

Although the original case against Wells Fargo Bank and its trust department, Haig Berberian, et al., primarily concerns limited partnership fraud, through extensive research, analysis, reflection and my now incisive panoramic hindsight view, it is quite obvious to me that from its inception and in the hands of several attorneys, the "official" progress and conduct of the case addressed herein, has itself been fraught with unconscionable fraud and deceit, civil conspiracy, disheartening duplicity and intolerable frustration. When the California Supreme Court refused to review this potentially explosive and definitely revealing case with its pervasive and persuasive public policy importance, I became clinically depressed and

my family physician prescribed antidepressants for it, though he is not a psychiatrist. (I am still taking the medication.) Though severely disheartened, I am still willing to do what I can, but that is now more limited than ever. (After all that has occurred, my financial resources are substantially depleted.) Considering all that I have done and tried to do, all that I have been through and all that I am going through, this present state of frustrating and depressing affairs is an unbearable and unacceptable way to end my twelve (12) year determined (and unprecedented, diligent) quest for justice. (It sickens me to think about all of the time and energy that I have put into this case, which includes fighting the by-product of lawyers frolicking in fraud, when that time and energy was available to expedite the just, honorable, and final chapter in this tragedy.)

Although the appeal to the California Supreme Court was primarily focused on attorney "positive misconduct" as clearly defined by California statutory and decisional law and as evidenced by the record on appeal and other available evidence, I believe there also may be another convincing state and/or federal case to be made, even though the statute(s) of limitations may prove problematic. Some of the major issues are as follows:

1) Collateral Proceedings

Mr. Ralph C. Ogden, III, formerly of Neumiller & Beardslee, being Mr. Bilawski's understudy, and by the recommendation of Mr. Bilawski, was retained by me from June 12, 1984 until August 1, 1988 as my trust attorney. Mr. Ogden represented me in legally relevant collateral proceedings in Stanislaus County Superior Court, but purposefully failed to inform the San Francisco Superior Court of these significant discovery and other proceedings. After Mr. Ogden facilitated my becoming successor trustee of my own trust, originated the idea of obtaining my Wells Fargo Bank trust files from the bank's trust department in San Francisco, and instituted same by his obtaining said files via Stanislaus County Superior Court order, and even though I was paying Mr. Ogden on an hourly basis for his services, he failed and refused to spend any time whatsoever reviewing the files sent to him by order of the court at his office by Wells Fargo, though I implored him to do so. He wouldn't even open the box! (Perhaps it should be noted that Mr. Ogden's personal secretary during the time that Mr. Ogden was my trust counsel, Ms. Susan M. Santerelli, has since left Mr. Ogden's firm only to become employed by Mr. Walter J. Schmidt, the one particular Berberian attorney with the firm now known as [Price] Crabtree, Schmidt, Zeff, Jacobs & Johnson, local counsel for the defendants Berberian. As I see it, this is no coincidence. Modesto is not that small a town, with a population of 175,000; approximately 300 of whom are lawyers within several dozens of law firms. I believe that Ms. Santerelli may now be privy to portions of the other side of the legal puzzle, if not illegal lawyer shenanigans, but will never be able to talk to me or anyone else about the family Berberian in that regard (aside from her employer),

should she and/or I so desire. It would be interesting to ask her to make an educated guess as to why her former boss just would not spend even a minimal amount of time reviewing the trust files he so diligently obtained allegedly on my behalf. It is my belief that Ms. Santerelli learned more of the actual validity of my yet to be addressed hidden agenda belief via my in proper efforts and publicity endeavors, than Mr. Ogden, an alumnus of Pepperdine University School of Law, ever expected her to learn. Speculating further, if Ms. Santerelli is now wise to her most probably manipulated participation in "legal musical chairs," her position is now quite secure.) Later, the appellate court suspiciously did not wish to know about the legally relevant concurrent collateral proceedings, such as litigation in another jurisdiction [Stanislaus County Superior Court] concerning me and the same defendants and issues. But such proceedings did provably occur. (Enclosed, please see my October 4, 1989 Request for Findings and its accompanying attached Affidavit of Richard Berberian in support thereof.) I have recently learned that pursuant to Section 452(d) of the Evidence Code, the appellate court can take notice of "records of any court in this state." Even though I did not know of this provision at the time, the appellate court did in fact know, and despite my well-argued October 4, 1989 Request for Findings and Affidavit in support thereof, the court chose not to take judicial notice of other relevant court proceedings by means of its powers via the Evidence Code.

2) Extraordinary And Unprecedented Diligence

The appellate court did not wish to consider my extraordinary diligence in attempting to get to trial, which is provably unprecedented in the history of California civil litigation. For example, in my attempt to get to trial on time, I carefully selected and contacted via U.S. Certified Mail (to guarantee proper delivery and receipt) some three hundred seventy-two (372) California attorneys and/or law firms, providing all with essential information about the case (much like my present solicitation package that I have sent to you.) In like manner, I carefully selected and contacted another four hundred (400) law firms in an attempt to find representation for the appellate process. (A wide variety of attorneys and firms were solicited. They included big firms and small "scrappy" firms; State Bar officers in private practice; ex-judges who practice; judges' relatives who practice; politicians, liberal and Democratic to conservative and Republican, who maintain a practice; among others, in searching for witnesses, law practitioners with past and/or present connections with now Federal Judge Edward Dean Price, Haig Berberian's local counsel during most of his deceitful, fraudulent activities; malpractice attorneys for parties plaintiff as well as defendant; trust, probate, tax, and complex business litigators; "celebrated" attorneys including Melvin M. Belli, Esq., F. Lee Bailey, Esq., Gerry L. Spence, Esq., Alan M. Dershowitz, Esq. and Bernard E. Witkin, Esq.; "lawyer-watchers" and legal ethicists including Senator Robert Presley, Ronald E. Mallen, Esq., Richard D. Bridgman, Esq.,

Joseph W. Cotchett, Jr., Esq., Messrs. Michael S. Josephson and Ralph Nader, and Profs. Robert C. Fellmeth, Deborah L. Rhode, Gerald F. Uelman, Richard A. Zitrin, and Barry S. Martin: ACLU attorneys; pro bono attorneys; "Christian" attorneys; and even Armenian attorneys.) In this total effort, I approached approximately twelve (12) percent of all the law firms in California (as well as one hundred (100) percent of the accredited and unaccredited law schools in this state.) The overall percentage of lawyers contacted has since grown considerably. Undeniably, this is a state if not national record, and should fall within any reasonable and well-intentioned person's definition of legal diligence. Additionally, I advertised for counsel in numerous California legal publications, being the first and only individual to ever solicit an attorney in California Lawyer Magazine according to its editor. However, the appellate and Supreme courts conveniently sidestepped this uncontrovertible and well-documented evidence of my undeniable determination to bring the case to trial.

3) Intentional Nonrepresentation And Its Consequences

My second nominal attorney of record, though on contractual retainer, Mr. Terry Snyder of Stockton, a former Professor of Civil Procedure and former aide to Democratic Congressman Richard H. Lehman, was the only attorney to favorably respond out of the original 372 solicitations. He then failed to comply with critical local San Francisco Superior Court rules and pursuant to California Code of Civil Procedure 575.2, subd.(b), by statute, this selective negligence could not be imputed to me. Because of this and other reasons, I was legally without representation when the case was dismissed for lack of prosecution. Without legal representation pursuant to due process requirements and California Rule of Court 373(a), the judge was required to give me forty-five (45) days notice of his intention to dismiss the case on his own motion (CCP 583.410.) He did not do so and therefore the case was illegally dismissed. (It really goes without saying that Mr. Snyder did not inform me nor the court of the illegality of the dismissal.) The appellate and California Supreme Courts chose to ignore this fundamental issue. (I would like to mention as an aside that Mr. Snyder informed me that Mr. Drivon engaged in and was caught for jury tampering in a case in which Mr. Snyder's former law partner, Mr. Herman C. Meyer of Meyer & Mitchell in Hayward, California, was the opposing counsel. I would like to further note that it still incenses me that even though Mr. Drivon did not take my father's deposition, he did in fact make a disclosed tape recording of a meeting my father and I had with him shortly after I told my father that I had instituted suit against his brother, my uncle. Yet upon Mr. Drivon's withdrawal from my case, he failed and refused to give me that tape or a transcription thereof which would be of critical importance to my case. Mr. Drivon even disavowed the possibility that he made any such recording, though he was the one with a history of doubts about it. (In this regard, please see enclosed copy of Mr. Drivon's letter to me dated July 9, 1986.) Admittedly, I have

had my share of mental problems, but Mr. Drivon would have me believe that hallucinating was one of them. It is no mystery to me why so many people are disgusted with lawyers.--Emphasis added.)

4) The Res Judicata Factor

The defendants Berberian asserted res judicata as their thirteenth affirmative defense on Friday the 13th of July, 1984, the well-known unluckiest of unlucky days. There is now abundant reason to believe that the issues in this case have been secretly determined on my father's authorization (probably by means of some form of a power of attorney coupled with an interest) and rights as an illegally ousted limited partner in the family limited partnership known as "Haig Berberian." (Haig Berberian, the individual, and his wholly owned and controlled non-arm's length "alter ego" corporations, are and were the general partners, the partnership never having been dissolved, just having undergone a name-change to "Berberian Orchards" in 1972 when the limited partners were illegally "frozen out" of the partnership by Haig Berberian, et al., my interest being frozen out with the aid and ratification of Wells Fargo Bank and its fraudulent trust department.) As a result of this yet-to-be revealed "settlement," res judicata could and should be asserted by the defendants Berberian in this proceeding in this manner. The failure by premeditated, conscious decision of any and all of my counsel to look into this previous res judicata-indicated determination, constitutes "positive misconduct" and inevitably, undeniably, and wantonly undermines my fundamental rights as a litigant.

5) Civil Conspiracy

Because the facts, events and circumstances of this case include the facts that the Haig Berberian dynasty now has an estimated net worth of one (1) hundred to three (3) hundred million dollars, and that there are several important professional and personal reputations at stake, I am convinced that in this case, there has been and continues to be a well-orchestrated, far-reaching civil conspiracy at work. Among other things, this conspiracy has been involved in a serious abuse of process. It now appears that this abuse of process consists and consisted of certain attorneys intentionally acting in conspiracy to procedurally misuse the legal process by filing and using my particular case as the "teeth" to coerce a "secret" out-of-court settlement concerning my father's direct interest in the same limited partnership, his interest being represented by a party holding his power of attorney coupled with an interest in this matter, such power of attorney surviving his death, yet concealed from me and allegedly as it were, from everyone I know, including my sister, Miss Carol J. Berberian, administratrix of our father's estate and trustee of his testamentary trust, as well

as our father's estate attorney, Mr. Mark A. Kanai of Modesto,
now legal counsellor to said trustee.

Additionally, the far-reaching and multifaceted fraud found in my situation assuredly includes that which constitutes the legally significant status of a "continuing wrong," the "last overt act" of which is yet to be enacted. I am inclined to believe that manifestations of this continuing fraud can quite possibly provide the basis for another suit (or suits) on the state and/or federal level.

Most relevant California law has been researched by the various parties involved, and the facts are a matter of public and private record. However, in seeking counsel, I realize that my greatest handicap is my now relative financial impoverishment and therefore, I am hoping for some sort of contingency fee arrangement. (Incidentally, I have been very fortunate in having a close and knowledgeable friend and associate, having no prior connection to the legal profession, assist me with various important aspects of my legal efforts.)

I am seeking reliable attorney assistance to analyze my situation/case at this point and to recommend a realistically promising course of action. Obviously, the attorney misconduct issues have only complicated an already complex underlying case. However, I am sure that the right attorney will know what to do.

As I have requested of other attorneys and/or firms in the past, I am also seeking any information with respect to any aspect of my case/situation which may be known or available by any appropriate means to you and/or your firm. I am still hopeful that some "Officer of the Court" who is honest, forthright and insightful, will by all means step forward to help me finally and honorably resolve this great ordeal.

Enclosed please find one copy each, of the following:

- (1) The aforementioned June 8, 1983 referral letter from Mr. Bilawski to Mr. Drivon.
- (2) Mr. Bilawski's September 28, 1984 withdrawal letter; Haig Berberian's September 28, 1984 Last Will (minus attachment); Mr. Drivon's September 28, 1984 Proof Of Service By Mail re attached September 13, 1984 Amendment To The Second Amended Complaint; September 13, 1984 letter from Mr. Bilawski to Mr. Drivon re Interrogatories; and Mr. Snyder's September 28, 1988 Declaration (minus attachments) re his filing among other probate documents, Haig Berberian's September 28, 1984 Last Will.
- (3) The June 10, 1986 Declaration Of Richard Berberian In Opposition To [Mr. Drivon's] Motion To Withdraw As Attorney Of Record (with appended July 8, 1983 contract between Richard Berberian and Mr. Drivon and his firm); Supplemental Exhibit In Support Of Motion To Withdraw As Attorney Of Record filed on June 20, 1986 (with attached December 5, 1984 letter of intent to withdraw); and a July

9, 1986 letter to me from Mr. Driven regarding, among other things, its attached July 8, 1986 court Order Approving Motion To Withdraw and the matter of the tape recording which Mr. Driven did, in actual fact, make.

- (4) My in pro per October 4, 1989 Request for Findings and its accompanying Affidavit of Richard Berberian dated same.
- (5) My in pro per April 10, 1990 Petition to the California Supreme Court.
- (6) My in pro per April 30, 1990 Reply to defendant Wells Fargo Bank's Answer (the only Answer filed.)
- (7) The May 16, 1990 In bank California Supreme Court denial for review of the case and publication of the Court of Appeal opinion.

Additional documents can be promptly provided upon request. If any information whatsoever is needed, be it legal, financial and/or personal, which is not contained in the enclosed documents or any other documents that are available, I will be happy to put together that information and forward it to you as promptly as possible.

It should be very evident from the foregoing that my experience thus far with attorneys and the legal system in general, has been closer to "hellish" than merely negative. The progression and relationship of various facts and events (which includes my attorney solicitation efforts) unfortunately has provided the increasingly perspicuous "makings" of a strong story which among other things, is a true-life, eye-opening, damning indictment of the legal profession. Needless to say, the final word is yet to be written in all of this, and I hope and pray to God that I do have the final word.

Thanking you for your time and thoughtful consideration of my peculiar plight and the unique case involved, I am

Sincerely yours,



Richard Berberian

RB/

Enclosures

P.S. I apologize for the cumbersomeness of this unpreauthorized solicitation letter, but I believe that it is absolutely of vital importance that anyone inclined to help me in any way, should know at the outset, the nature and dimensions of this case.



THE
STATE BAR
OF CALIFORNIA

555 FRANKLIN STREET
SAN FRANCISCO, CALIFORNIA 94102
TELEPHONE (415) 561-8200

October 20, 1993

Richard Berberian
605 Hamden Lane
Modesto CA 95350

Dear Mr. Berberian:

Enclosed are the registration cards, information screens, and address change histories on file in the Membership Records Department of the State Bar of California for the following attorneys:

John William Hawkes #68989

Further, on 6/24/76, the date of his admittance, his address was:
225 Bush St. #710
San Francisco CA 94104

On 2/18/81, he changed his address to:
White House Intergovtl of Old Exec Ofc Bldg Rm 122
Washinton DC 20500

John William Hawkes #26512

On 1/9/79, he changed his address to:
455 Golden Gate Ave #7228
P.O. Box 603
San Francisco CA 94101

On 1/5/81, he changed his address to:
525 Golden Gate Ave #616
P.O. Box 603
San Francisco CA 94102

On 1/11/82, he changed his address to:
Hitchcock & Hallabrin
107 Steele Lane
Santa Rosa CA 95401

Please let us know if we may be of further assistance.

Sincerely,

Bartley J. Moore
Assistant Supervisor
Membership Records
& Certification

BM/st

00028

MM595R1

MEMBER INFORMATION DATA

Print Date: 10/18/93

Member #: 68989

Date of Admission: 6/24/1976 Status: Active Effective: 8/06/1981

Name: John William Hawkes

AKA:

Address: Bk.Of Amer.Tax Dept.3245 Effective: 8/06/1981
P.O. Box 37000
San Francisco CA 94137

Phone: (415)622-4958 Effective:

Date of Birth: 10/24/1944

Place of Birth: Jacksonville, FL

Undergrad School: Massachusetts Inst of Tech; Cambridge MA
Law School: Univ of Florida COL; Gainesville FL

Sections: Taxation

MM595R2

MEMBER ADDRESS CHANGE HISTORY

Print Date: 10/18/93

Member #: 68989

Date of Admission: 6/24/1976 Status: Active

Effective: 8/06/1981

Name: John William Hawkes

Address: Bk.Of Amer.Tax Dept.3245
P.O. Box 37000
San Francisco CA 94137

Effective: 8/06/1981

MM595R4

SUPPLEMENTAL RECORD DATA

Print Date: 10/18/93

Member #: 68989

Date of Admission: 6/24/1976 Status: Active

Effective: 8/06/1981

Name: John William Hawkes

Begin
Date

End
Date

Reference

7/06/1981	8/06/1981	BM4414
Suspended, failed to pay Bar membr. fees; paid and reinstate d.		

THE STATE BAR OF CALIFORNIA
REGISTRATION CARD

HAWKES

Surname (Please Print or Type)

JOHN

Given Name or Names

WILLIAM

LEAVE THIS SECTION
BLANK
68989

OFFICE ADDRESS:

Street and number 225 BUSH STREET

City - State SAN FRANCISCO, CA Zip Code 94104

Date of birth 10/24/44

Place of birth JACKSONVILLE, FLORIDA

If not born in United States, when and where naturalized?

Undergraduate degree from M.I.T., Cambridge Mass 2453 Univ. of Fla., Gainesville, Fla.

Dates and places of prior admission to practice

Dates and places of actual practice prior to admission in California

Date 6/1/76

Signature

John W. Hawkes

MICROFILMED

REC'D
ATTN: [illegible]

00033

MM595R1

MEMBER INFORMATION DATA

Print Date: 10/18/93

Member #: 26512

Date of Admission: 12/21/1955 Status: Active

Effective: 11/29/1978

Name: John William Hawkes

AKA:

Address:

1011 College Avenue
Santa Rosa CA 95404

Effective: 4/15/1983

Phone: (707)526-1352

Effective:

Date of Birth: 11/16/1929

Place of Birth: Santa Rosa, CA

Undergrad School: Univ of California; CA

Law School: Univ of California

THE STATE BAR OF CALIFORNIA

DATE	REFERENCE ADDRESS	OFFICE ADDRESS	TELEPHONE
Admitted 12-21-55	1136 Denver St. Santa Rosa		
	Discharged from Military 10-30-57		
12-2-57		District Attorney's Office Court House Santa Rosa Hall of Justice	
1-17-66		2555 Mendocino Ave., Santa Rosa	95401
12-28-73		Office of District Attorney P.O. Box 1264, Santa Rosa 95401	
11-1-74	1561 St. Francis Road Santa Rosa 95405		
1-8-79		Division of Industrial Safety Bureau of Investigations One Mallard Plaza, Suite 200 S.F. 94102	
FAMILY NAME	FIRST NAME	MIDDLE NAME	SSN NO.
HAWKES	JOHN	WILLIAM	26812

26512

ADMITTED - DECEMBER 21, 1955
SUPREME COURT - EXAMINATION

Hawkes

(Surname)

John

(Given name or names)

Williams

(Please type or print name legibly)

OFFICE ADDRESS

Street and number

Building and room number

City

Zone

(Phone)

RESIDENCE ADDRESS

Street and number

City

Zone

(Phone)

Date of birth

November 16, 1929

Place of birth

Santa Rosa California

If not born in United States, when and where naturalized?

Not applicable

Graduate of what University

University of California

What Law School

University of California

Registration date

Dec 12, 1955

Signature

John William Hawkes

FOR STATE BAR USE

(OVER)

Mrs. J. Wiliam Hawkes
10454 Scenic Court
Cupertino, California 95014

October 5, 1993

DEAR Mr. BERBERIAN,

I am not an author and did not write
the book, Blood + Wine. Enclosed is
the MATERIAL you sent to me.

Sincerely yours,

Σ. Diane H. Hawkes

RICHARD BERBERIAN
605 Hamden Lane
Modesto, CA 95350-2295
(209) 578-1073

28 September 1993

Registered Mail No. R 522 175 045
Restricted Delivery

Ms. Ellen D. Hawkes
10454 Scenic Court
Cupertino, CA 95014-2765

Dear Ms. Hawkes:

As evident from my letterhead, I am from Modesto. I have lived here all of my life. I am 44 years old and have a wife (though recently separated) and two children. While it was in the Modesto Bee, I followed Gallo v. Gallo and of course, like many people in Modesto, I found it interesting, as "Gallo" is the most celebrated name in town. I recently purchased and read a copy of your book, "Blood & Wine." Obviously, it is thoroughly researched, I wish you continued success with it, and I look forward to the anticipated miniseries/minisaga based upon it.

The reason I am writing to you is because I too was involved in family-related agribusiness litigation, mine having been in San Francisco Superior Court against among others, Haig Berberian, my uncle, the onetime "Walnut King of the World." My uncle and his younger brother, Vasken Berberian, my father, two Armenian immigrants who fled the Turkish holocaust, built the largest independently owned walnut processing business in the world between the years 1948 and 1972 here in Modesto. During most of those years, my uncle made the news in this town second only to the brothers Gallo. (I have attached a copy of an August 13, 1975 Modesto Bee article regarding the Berberian success story. I have also attached a copy of a June 8, 1983 referral letter from the "mastermind/architect" of my litigation, Rudy Volkmar Bilawski of Neumiller & Beardslee in Stockton, to trial attorney,

All Entries MUST be in Ball Point or Typed	REGISTERED NO. R522 175 045		POSTMARK OF MODESTO, CA SEP 28 1993 USPO	
	Post Office Completion	Reg. Fee \$ 1.65	Special Delivery \$	
		Handling Charge \$	Return Receipt \$ 1.35	
		Postage \$ 4.65	Restricted Delivery \$ 2.50	
	Received by [Signature]	<input type="checkbox"/> Intl		
Customer Completion (Please Print)	Customer must declare Full value \$ 25000.00		<input checked="" type="checkbox"/> With Postal Insurance <input type="checkbox"/> Without Postal Insurance	
			\$25,000 Domestic Ins. Limit	
	FROM	Richard Berberian 605 Hamden Lane Modesto, CA 95350-2295		
	TO	Ms. Ellen D. Hawkes 10454 Scenic Court Cupertino, CA 95014-2765		

PS Form 3806, RECEIPT FOR REGISTERED MAIL (Customer Copy)
June 1985 (See Information on Reverse)

SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.		I also wish to receive the following services (for an extra fee): 1. <input checked="" type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: Ms. Ellen D. Hawkes 10454 Scenic Court Cupertino, CA 95014-2765		4a. Article Number R 522 175 045	
5. Signature (Addressee) [Signature: E. D. Hawkes]		4b. Service Type <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
6. Signature (Sender) [Signature]		7. Date of Delivery 9-30-93	
RESTRICTED DELIVERY		8. Signature (Sender) [Signature] Only if requested and fee is paid. 10454 Scenic Ct Cupertino, Ca. 95014	
PS Form 3806, Nov 1991		★ U.S. GPO: 1991-287-056 DOMESTIC RETURN RECEIPT	

00039

* AMENDMENT TO MARCH 4, 1988 CORRESPONDENCE

RICHARD BERBERIAN
605 HAMDEN LANE
MODESTO, CALIFORNIA 95350-2295
(209) 578-1073

March 8, 1988

John E. Whiting, Esq.
4501 E. Vassar Avenue
Merced, California 95340-9521

Dear Mr. Whiting:

On August 30, 1983, I filed suit against my uncle, Haig Berberian ("The Walnut King", as he was called), his various corporate entities and Wells Fargo Bank (the former trustee of my trust), claiming breach of fiduciary duty, fraud and civil conspiracy and for constructive trust, punitive damages and accounting. I have enclosed the second amended complaint (as amended) and, I believe, it states my cause of action at that time more clearly than I can hope to summarize in this brief letter.

Mr. Rudy V. Bilawski of the firm of Neumiller & Beardslee in Stockton, California was initially contacted, and proceeded to review many essential documents. On June 8, 1983 he prepared the enclosed letter of recommendation to Mr. Laurence E. Drivon, also of Stockton. Soon after, on July 8, 1983, Mr. Drivon became my attorney of record for the lawsuit.

After filing the complaint and performing minimal discovery, Mr. Drivon withdrew from my case for what I consider to be less than "just cause" and over my very strong objections. I have subsequently been without legal representation, though I have tried to obtain the services of others. I know that this case must involve millions of dollars, for my uncle, now deceased, was extremely wealthy. I also feel that several other persons are surreptitiously involved.

* Though I am still without "concrete" evidence, I tend to believe that my father, the grantor of my trust and my uncle's brother and business partner, sometime prior to his death on January 24, 1985 and without my knowledge, gave a lawyer some form of power of attorney for the specific purpose of "settling", in an "out-of-court" manner, the inequities resulting from our immediate family's participation in a limited partnership conducted by my uncle and his corporate entities as the general partners. I further suspect that this "other settlement scenario" has adversely influenced the successful prosecution of

Mr. John E. Whiting, Esq.
March 8, 1988
Page Two

my own case. The enclosed letter to Ralph C. Ogden, III, Esq. (my personal and acting trust attorney) discusses my concerns, suspicions and frustrations regarding this entire ordeal.

Specifically, I need urgent help in (1) finding and determining the "reality" of the suspected "other settlement" because I am still unable to "prove" its existence and (2) securing the services of an appropriate attorney willing and able to actively pursue my languishing lawsuit which, I am told, must be brought to trial before September of this year.

Any assistance you may be able to provide, including a possible hourly "advisory role", would be greatly appreciated.

If you need any additional information, please contact me at your convenience. Thank you very much.

Very truly yours,

A handwritten signature in cursive script, reading "Richard Berberian".

RICHARD BERBERIAN

RB/cc

Enclosures

FILED 11 02

Dr. H. Brown

15

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE
COUNTY OF STANISLAUS

In the Matter of the Guardianship
of

NO. 5207

JOE GALLO,

A Minor.

ORDER MODIFYING AND SETTLING ACCOUNT
DIRECTING PAYMENT.

ERNEST GALLO and JULIO R. GALLO as Guardians of the
estate of JOE GALLO JR., a minor, having heretofore filed and
presented herein their First and Final Account and report of
their administration of said estate duly verified, and notice
of the hearing having been duly and regularly given for the time
and in the manner prescribed by law, and objections having been
made and filed to said account by and on behalf of said minor
and said matter coming on regularly to be heard upon said account
and objections thereto and Ernest Gallo and Julio R. Gallo,
appearing in person and by their attorney, EDWARD T. TAYLOR, ESQ.
and Joe Gallo, appearing in person and by his attorneys, MESSRS.
FOWLER & FOWLER, ESQS., and both oral and documentary evidence
having been introduced on behalf of the parties, and the evidence

1 being closed, and the cause submitted to the Court for consider-
2 ation and decision and the court having been fully advised
3 in the premises finds that said minor attained the age of majority
4 on the 11th day of September, 1940;

5 That the Account of said guardians of their administration
6 of the estate of said minor as rendered, is in all respects
7 full, true and correct, excepting that said guardians are hereby
8 found to be liable to said minor in the sum of \$20,000.00,
9 in addition to the interest upon said proceeds credited said
10 minor in the account of said guardians heretofore filed as
11 aforesaid and in addition to the property and sums referred
12 to in their First and Final Account herein; that said sum of
13 \$20,000.00 represents earnings realized by said guardians in
14 the conduct of their business under the name of E. & J. Gallo
15 Winery from and upon the proceeds received by them from the
16 sale of stock of said minor sold by said guardians which
17 proceeds were commingled with the personal capital of said
18 guardians,

19 NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that
20 said guardians be and they are hereby authorized and directed
21 to pay over to said Joe Gallo all the assets referred to in the
22 First and Final Account as being the assets of said Joe Gallo;

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in addition
24 to the property referred to in said First and Final Account that
25 said Ernest Gallo and Julio R. Gallo pay to said Joe Gallo the
26 additional sum of \$25,000.00 in full and complete settlement of
27 the liability and obligation of said Ernest Gallo and Julio R.
28 Gallo to said Joe Gallo by reason of the disputed liability to
29 said minor arising from the use by said guardians of the capital
30 of said minor.

31 DONE IN OPEN COURT THIS 2nd DAY OF July 1941.

32 B. B. Hawthorn
JUDGE OF THE SUPERIOR COURT.

JAMES E. COX*
DAN L. GARRETT, JR.
KEVIN D. LALLY

LAW OFFICES OF
COX, GARRETT & LALLY
A PROFESSIONAL CORPORATION
CONTRA COSTA COUNTY CIVIC CENTER
COURT AND MELLUS STREETS
P. O. BOX III
MARTINEZ, CALIFORNIA 94553
(415) 225-7300

EMINENT DOMAIN
CALIFORNIA LAND USE
CIVIL LITIGATION
JURY TRIALS
*FELLOW, AMERICAN
COLLEGE OF TRIAL LAWYERS

April 12, 1988

Mr. Richard Berberian
605 Hamden Lane
Modesto, California 95350-2295

Re: Berberian v. Wells Fargo Bank, et al.
San Francisco Superior #813484

Dear Richard:

This letter confirms the events commencing April 11, 1988 concerning the above-entitled matter. On that date we met in this office to review the circumstances of the referenced action, and to consider the possibility that this office might represent your interests therein. You and your associate, Dan Johnson attended this meeting together with attorney John Whiting. Kevin D. Lally and I attended the meeting representing this office.

We ascertained from a review of the records presented, and from our conversation, that the above-entitled action was originally filed in San Francisco on August 30, 1983. A second amended complaint was filed on May 1, 1984, and the matter has been "at-issue" since November, 1984. However, no Memorandum to Set or At-Issue Memorandum has been filed, and aside from one set of written interrogatories filed on your behalf at or about that time, no discovery has been conducted.

Under these circumstances it appears that the five-year period within which this matter must be brought to trial, or suffer a mandatory dismissal as a matter of law, expires on August 30, 1988. The steps which you must take if you avoid a mandatory dismissal of this action are as follows:

- 1) You must file an At-Issue Memorandum, or a Memorandum to Set with the court.
- 2) You must then make a motion to advance this matter for trial so as to commence the actual trial of the action prior to August 30, 1988.

As we advised you, it should be anticipated that upon your initiating these steps, the defendants would file a counter-motion to dismiss under the three-year statute for failure to prosecute.

LAW OFFICES OF
COX, GARRETT & LALLY
A PROFESSIONAL CORPORATION

Mr. Richard Berberian
Re: Berberian v. Wells Fargo Bank, et al.
April 12, 1988
Page 2

Our experience indicates a strong possibility that such a motion would be granted.

Aside from the merits of your claims, which we have had no opportunity to evaluate since that would involve an extensive review of records, documents, and perhaps conducting discovery, there are serious problems concerning the posture of this litigation, as indicated. We cannot undertake these problems, given their nature, and because of substantial litigation commitments we have already made on behalf of other clients.

If you are to preserve your right to litigate these claims, you must act with all possible speed since barely more than four months remain before you face mandatory dismissal of this action. As we explained at the time of our office meeting, it is possible for you to act as your own attorney (in propria persona), although due to the nature of the problems, we do not recommend this.

We still have the two boxes of records which you left for our perusal. We will hold these for your instructions. Due to the need for prompt action, I would suggest that you pick these up as soon as possible. However, we will await your instructions on this point.

We regret that we could not be of more assistance to you in this matter. It was a pleasure to meet with you although I regret we could not give you better news in your difficulties.

Very truly yours,

COX, GARRETT & LALLY
A Professional Corporation



DAN L. GARRETT, JR.

DLG:ve
cc: John Whiting, Esq.

CALDECOTT & PHILLIPS
ATTORNEYS AT LAW
405 FOURTEENTH STREET, SUITE 800
OAKLAND, CALIFORNIA 94612

CHESTER E. CALDECOTT (1911-1984)
WALTON M. PHILLIPS

(415) 444-4000

May 16, 1988

Richard C. Berberian
605 Hamden Lane
Modesto, CA 95350

Re: Berberian and Berberian Lawsuits

Dear Mr. Berberian:

It was a pleasure meeting you and your friend, Dan,
on Saturday.

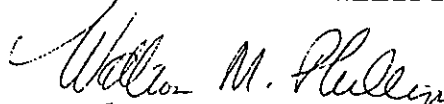
Thank you for the opportunity of reviewing this
interesting case and for considering me as your counsel.
I regret very much that I cannot be of service to you at
this time. I hope that you will be able to secure counsel
satisfactory to you.

In the event you have no other leads, I would suggest
you call the Bar Association of San Francisco and ask for
their Lawyer Referral Service. These attorneys have signed
with the Bar Association as being available for new clients..
That association may be able to refer you to an attorney that
you would find satisfactory. You might also contact the
San Joaquin County Bar Association to see if they have a
Lawyer Referral Service that could be of aid to you.

With my best good wishes for your success in this
matter, I remain,

Very truly yours,

CALDECOTT & PHILLIPS


Walton M. Phillips

WMP:dd

00046

HAND DELIVERED

RICHARD BERBERIAN
605 Hamden Lane
Modesto, CA 95350-2295

April 26, 1988

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

Dear Mr. Bilawski:

As you know, I have only some four months left before my lawsuit is scheduled to die a "natural death" for lack of prosecution. I am writing this letter in hopes of getting to the heart of the feasibility and credibility of my theory about the "secret or hidden agenda" as outlined in my letter of December 18, 1987 to Ralph Ogden (of which you were mailed a courtesy copy and which I am assuming you have read), and in so doing, be in a position to make a more definitive and conclusive judgment as to whether or not my lawsuit, in its design and progress, has been influenced, if not directly and adversely affected by the "other agenda's" actual existence.

As the person who seized on the apparent illegal treatment my father, sister and I received as a result of our family's participation in a long-time business relationship with Haig Berberian by reviewing documents, discussion and analysis, who then went on to refer me to the only trial attorney of record I have known and then to help prepare and organize my actual complaint, I believe that you have some sort of responsibility in assisting me to unravel and unveil the mysteries which continue to shadow my frustrating, confusing and, I believe, manipulated "primrose path" experience with the legal system. In all candor and due respect, I do consider you as the "godfather," if you will, of not only my lawsuit, but of our entire family's legal/equity case against Haig Berberian, Wells Fargo Bank and others.

And so I now come to my "godfather" in law and equity as a sort of former psychological "father figure" match for "Haig the Terrible," to

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obtain advice, counsel and relevant information. For despite my trials, travails and travels of the past seven and one-half years in search of the elusive truth of my situation, adrift in Kafkaesque bewilderment, though intuitively directed and determined, all roads still seem to lead to those commanding, all-pervasive offices "on the waterfront" as they are with the panoramic view of the inland "sunrise seaport," agribusiness-based bastion of Central Valley cultural recalcitrancy and confluence, once metaphorically designated "Fat City."

This letter is a long time coming. And it is with a certain degree of trepidation that I approach you with the important questions and general argument I am raising. But as my time runs out, the hour has come to try to the best of my ability to state my theory as I now believe it to be, based upon the information I have and the conclusions I have been able to draw. Therefore, it is *ex hypothesi* that I have a need in writing this letter in hopes that your response can provide for a situation whereby *expressum facit cessare tacitum* (that which is expressed makes that which is implied to cease).

Although my long-time suspicion/belief in a "hidden agenda" theory concerning the process whereby my family's claims against Haig Berberian, Wells Fargo Bank, et al. could and were finding effective and discreet *ex curia* resolution was in varying forms suggested to you and Laurence Drivon, it was not until this past December in my letter to Mr. Ogden that I was able to confidently state this belief in a relatively coherent and reasoned format, in addition to my reasons for being unable to clearly state these conclusions at an earlier date. I do not know for sure whether you read and studied your copy of that letter, but it now serves as the basis for subsequent, more substantial and informative memoranda which have and shall continue to improve in stating the relevant law and the presumptive/circumstantial evidence supporting my theory. In this regard and with reference to the theory in general, I am guided by my understanding of presumptive/circumstantial evidence as described in *Yeomans v. Jersey City* where the court stated:

"'Circumstantial evidence' or 'presumptive evidence' as a basis for deductive reasoning in determination of civil

issues is a mere preponderance of probabilities and therefore, a sufficient basis for decision."

As you should remember, from the very beginning I made it abundantly clear to you that I had a burning desire to obtain "legal justice" for what my uncle had done to us over the years, and that I had placed my unqualified faith and confidence in you as my attorney to accomplish this end. As early as January 16, 1981, in my very first letter to you, I wrote that, "As far as I'm concerned you can handle all things the way you wish given any changing situation." Again, on April 22, 1981, I wrote, "I am out to win this case by doing 'exactly' as you and Jim [Askew] wish." I even went so far as to state in my letter of June 9, 1981, "...I am also still adamant about doing exactly as you say and signing any contract you prepare." And it is quite evident that I was very willing to cooperate and accommodate your efforts. At the very outset, in my letter of January 16, 1981, I signed a release of medical records with Dr. Arnold Sheuerman so that you and your firm could have ready access to my psychiatric history in case that information could be helpful. Also, I sent you a written statement dated April 26, 1981 authorizing you and Mr. Askew to reveal any aspect of our attorney-client relationship to my father, if and when you so desired. (It should be noted, I do not know whether or not you and/or any other members of your firm obtained any information from Dr. Sheuerman or if you shared any information with my father.)

However, the great trust and confidence I had placed in you, I do not believe was matched by a corresponding willingness to keep me adequately informed of the important events, facts, issues and strategies inherent and associated in the case I first brought to you in September of 1980. And because of your "secretive" behavior and other reasons, I began to believe that maybe "something else was going on," some other "settlement" process was being quietly arranged, authorized and managed, and I was not being told. So in my letter of July 21, 1981 in exasperation, I came to the point and asked, "...what's going on--I'm curious." And as much as three years later, after having been directly involved in my case as a participant, you removed yourself stating in your September 28, 1984 letter of withdrawal:

"...I will not give you my notes or work product."

This appears to be an unwarranted withholding of potentially important data in light of Kallen v. Delug, 1984, which states:

"...attorneys' work product belongs absolutely to the client."

With the clear head that maturity and hindsight allow, I cannot now help but view the possible importance of this situation in terms of McMorris v. State Bar (1981) wherein the court stated:

"Failure to communicate with and inattention to the needs of a client, standing alone, may constitute proper grounds for discipline of an attorney."

As you recall, I, and my family's case, was referred to you by Dr. Sheuerman while I was under his long-time professional care. I was "fresh from the couch" when I first walked into your office on September 12, 1980, and it is possible that the implications of that fact may have had significant bearing on what eventually happened to me. I am certain that at that time and for some time thereafter, I was not sure whether my sanity was sound enough to confidently embrace the real prospect of an actual "hidden agenda." I needed someone to talk to about what was happening with you and me, my father, the progress of "the case," my suspicions and other relevant matters, and Dr. Sheuerman, whom I had been talking to about my father, Haig Berberian and other relevant matters, was my only trusted confidant. Over time and in different ways, he implied that I was correct in believing that "something else is going on." A few of his comments in this regard, some paraphrased, revealing and unforgettable to me, and for the most part, taken out of their originally stated contexts while not being materially misleading, are as follows:

1. "Something is going on." (mid-1981)
2. "Your father may not know any more about what's going on than

that which you're aware of." (mid-1981)

3. "Bilawski said [after a personal meeting with the doctor], 'It came down to a matter of whether or not he [your father] was going to do it.'" (late 1981)
4. "A little information would help [your anguish]." (1981 and 1982)
5. "Your father is suing!" (1982)
6. "These things take a long time because both sides just inch along, especially when they're trying to get 21 different lawyers from four different cities together at the same time." (1982)
7. "It sounds as though he [your father] dropped it."
(late 1982/early 1983)
8. "...they're getting ready to do something." (January 1983)

Dr. Sheuerman was generally very cautious in his guidance of my tentative consideration of the "hidden agenda" idea. He used a subtle "imparting of information technique" which always avoided areas requiring legal expertise. In the beginning, this technique was carefully utilized to temper any unreasonable, unrealistic, imaginative forays I may have had while providing me with the psychiatric support and balance which would enable and nurture the "actualization" of my belief into a "credible prospect;" for he knew that my belief would be all that I would basically have to sustain me throughout the long ordeal that Dr. Sheuerman in his position knew it would necessarily be. Overall, he played a vital role during this very difficult, confusing and uncertain period by helping me to sort, test and analyze my thoughts, ideas, observations and intuitions, thus easing my fear that my suspicions were the product of a psychotic mental state. I could then begin to feel more confident about my intrinsic sense that *acta exteriora indicant interiora secreta*.

The other all-important pervasive factor in the "arrangements and understandings" of these early days was of course, my father's reluctance to sue. It was made clear to me that while I was willing, anxious and determined to assist and encourage whatever legal action you felt necessary, my father was not. I was also aware that my father had the

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clearly more desirable case, and in your letter to me of September 24, 1981, when you stated, "...our firm will not be able to proceed in this matter [the matter of legal action against Haig Berberian, et al.] without your father's consent and cooperation," it was made quite clear to me that his case was the desired object of your attention and that his situation was such that his consent and cooperation was significantly more important to you and your intentions than my personal desire and independent legal standing to sue. In short, he had the "killer case" or at least the "killer situation," but unfortunately, after much vacillation, simply did not wish to sue his brother.

Because of your obvious preference which included your basic appreciation of the great fortune at stake, I began to believe that this preference was based on the fact that my father was a limited partner in his own original right and not the beneficiary of a "gift" as I was, and thus his case would most likely involve his long-time relationship with his brother, including the general partnership situation they had prior to July 1, 1957, and perhaps going all the way back to the beginnings of their haberdashery business in the 1930's. I began to feel that his case somehow superseded my own, and this was later reinforced by my father's April 3, 1984 letter (the letter prepared by Mr. Drivon's office as an outgrowth of our meeting that day attended by you and I, Mr. Drivon and my father) to Gary Turner, wherein my father stated:

"Please feel free to discuss any accounting matters which may have relationship to the activities of Haig or the profits, liabilities or assets of anything that may have been connected to any of the **dealings that I had with Haig** with Richard's attorneys who are Rudy Bilawski and Laurence E. Drivon of BELLI, DRIVON & BAKERINK."

So, as 1982 came to an end, the expiration of the statute of limitations for recourse regarding the discovery of fraud was getting dangerously close, my father had made it pretty clear that he was not going to actually sue Haig Berberian, et al., and you and I had not communicated with each other in some time, when, in the spirit of the "coincidental fate" that has colored so much of my ordeal, I enjoyed a chance encounter

with you on New Year's Eve, and you informed me that after the first of the year, you would be contacting a trial attorney on my behalf.

I need not chronologically restate the ensuing events of the story here, but once again, it is with the clarity of hindsight that I have come to believe that it was at this point that the most important elements of what I have come to term the "hidden agenda," began to take a legally sound and strategically significant position, if not in terms of immediate fact, then in terms of the overall requirements of the "plan" as envisioned.

I can more clearly state my theory of the "plan" or "secret settlement" or "hidden agenda" now, because I am more generally confident of my instincts and observations, and because:

1. Both principals are now dead--the symbolic and personal Cain and Abel of my moral, emotional and psychological formative lifetime are now gone, and my sense of outrage and responsibility for "evening the score" has been tempered by this reality;
2. I have come to a rudimentary, though constructive and informative understanding of some relevant law, and how it supports, refines and redefines my original insight and suspicion;
3. I have, over the course of some seven and one-half years, gained a more experienced and sophisticated maturity in my understanding of the "ways of the world" and "legal reality."

Therefore, in light of the perspective I now enjoy, my improved understanding of the law and the actual and presumptive facts of this experience since I first contacted you on September 9, 1980, and with due consideration for the important information about all of this that I am still being consciously denied, I am proposing the following theory of a "secret or hidden agenda," the primary, if not sole purpose of which is the settlement of our family's claims against Haig Berberian, Wells Fargo Bank and others, in a negotiated, "private," even "clandestine" manner, a comprehensive "equitable solution," if you will, to the massive fraud involved in the conduct of "Haig Berberian," if not also including its general partnership predecessor in interest.

The theory is based at a minimum on the following "givens":

- 1) The case against Haig Berberian, Wells Fargo Bank, et al. as of June 8, 1983, and as outlined in your referral letter to Mr. Drivon of that same date, was apparently clear and convincing. As evidence of that, I offer these words from the letter;

"Haig breached his fiduciary duties and the trust obligations by doing the following:

- a. Selling partnership property for substantially less than the fair market value on the date of sale;
- b. Transferring partnership property to himself without any consideration or inadequate consideration;
- c. Transferring business opportunities to himself without consideration;
- d. Failure to pay income to the other partners who were entitled thereto;
- e. Misappropriating partnership money for his own benefit; and
- f. Other acts and omissions.

As a result, the limited partners suffered monetary damages, anxiety, worry, mental and emotional distress, and from fraud caused by concealment and failure to disclose. It appears that Haig acted toward the limited partners with a conscious disregard of their rights or with the intent to vex, injure or annoy them such as to constitute oppression, fraud or malice under Civil Code Section 3294, thereby entitling the limited partners to punitive damages."

(Moreover, when I showed Dr. Sheuerman this letter, he made a copy of it for some reason and then said to me, "You were born with a silver spoon up your butt.")

- 2) Haig Berberian amassed a real fortune now probably closer to \$150-200 million than the \$50-75 million "in and around Modesto" you suggested as an estimate as of June 8, 1983.
- 3) My father did not want to "ultimately" sue his brother for several reasons, and you documented his decision in this regard in the aforementioned referral letter when you stated, "...I have been informed by Vasken that he does not want to sue his brother at this time."
- 4) I wanted to sue and I had legitimate standing to sue as the beneficiary of my trust.

- 5) I was willing not to sue, if my father would only do so.
- 6) My sister was never asked to join my suit as an "indispensable party," even though the following seems to apply:
 - a. "Trust beneficiaries whose rights are inevitably affected in proceedings related to trust are entitled to notice and are indispensable parties." (Reed's Estate, 1968)
 - b. "As to an indispensable party, court is without jurisdiction to proceed with action until such person is brought in as party and refusal to order a necessary or proper party to be brought in may constitute an abuse of discretion."
(Freeman v. Jergins, 1954)
- 7) Mr. Drivon, being an experienced and allegedly competent trial attorney, and being of sound mind and body must have been fully aware of the "time and resources" necessary to properly prosecute my complaint before offering me his contract (especially in light of the information you made available to him), and therefore, did not have convincingly justifiable professional reasons for withdrawing as he did, and in light of the following court decision, my contention has serious possible implications:

"Willful failure to perform legal services for which the attorney has been retained constitutes a breach of the good faith and fiduciary duty owed by the attorney to his client and in itself warrants disciplinary action." (Alkow v. State Bar, 1971)
- 8) My father sought an out-of-court solution.
- 9) The *res judicata* defense offered by Haig Berberian, et al. is not applicable nor valid. ~~We did not believe that res judicata was valid at this time.~~
- 10) Though I am intuitive and reasonably intelligent, I am not inclined to research relevant aspects of the law, to readily understand the subtleties of legal theory and application, nor was I sufficiently confident to reach and defend reasonable conclusions that could have helped me intellectually "figure out" what was going on in the formative and organizational days.
- 11) A naive and agreeable person (my sister, Carol) was available to be appointed executrix and co-trustee of my father's estate, especially if she had not been asked to join my lawsuit.

- 12) It was necessary to harness and channel my "energy" into a constructive and distinct undertaking--my lawsuit.
- 13) If the fraud was as rampant as you suggested, and the circumstances of our buy-out in 1972 constituted an "illegal 'freeze out,'" the legal dissolution of the partnership which should have occurred after our "retirement," did not in law occur, and instead a wrongful dissolution occurred.

So, the "overall problem" to be faced was as follows. As you suggested at the time and as you apparently continue to contend, as evidenced by your comments conveyed to me via a letter of April 12, 1988 from Mr. Robert Fremlin of Lillick, McHose & Charles in San Francisco, a letter resulting from his telephone conversation with you of the same day,

"The main problem with your case, according to Bilawski, is the unwillingness of your father to testify against his brother, Haig....Moreover, Bilawski believes your father had a duty to keep himself generally informed as to the books and operations of the business, and may not have objected to some of the transactions which form the basis for your claim."

Therefore, this "unwillingness" coupled with his possible implied questionable "innocence" via his knowledge concerning "some of the transactions which form the basis for your claim," resulting from the inadequate exercise of his legal "duty to keep himself generally informed as to the books and operations of the business," which in this case would have put a reasonably prudent person on notice of the fraud, would therefore likely have made his overt legal threat much weaker as to his "knowledge" of fraud than the proveably uninvolved, uninformed, beneficiary of a trust watched over by its grantor and, in theory, its legal trustee. (Also in this regard, please remember that my 14-hour-a-day plant-manager father relied on the general assurance of C.P.A. Peter B. Jeppson, who served as the "family" and business accountant, that my father's interests and rights were being properly "looked after," and as the one-time president of the local Mormon Church, projected himself as a man of moral integrity who could be confided in and trusted. It was not until after you

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had provided my father with a more accurate recount and picture of the situation that he realized the apparent deception practiced by Mr. Jeppson, and he responded to you during our three-way office meeting on February 29, 1984: "I would give \$100,000 to get Pete Jeppson!"

If my father's situation cannot support a convincing case with regard to his "knowledge" and perhaps even "ratification" of questionable "fraud alarm" activity, and the threat of a real court proceeding is necessary to at least force a considerable settlement, then even if he would be willing to sue his brother without any consideration for their personal relationship, his would not be the case to be able to effectively use the issue of fraud against the defendants. However, my suit could.

Therefore, Richard, as the beneficiary of a trust similarly affected by the alleged fraud and deceit conducted by the same parties, and as a party whose pre-September 2, 1980 knowledge of the alleged fraud and deceit could not be proved by positive knowledge and probably not even circumstantial evidence, he who had always been ready and willing to sue and whose exuberance and creative energies needed proper channeling, could be of crucial importance. Richard could sue the bank, and in order to prove conspiracy, also sue Haig, et al. My suit would be a sort of "loaded gun," if you will, pointed at the heart of "Haig the Terrible" while another party "negotiated" the real issues of equity and law with the defending parties. Larry Drivon was obtained to "load the gun," that is, to file the proper claim, successfully handle the law and motion matters, and fire a volley of fairly serious interrogatories prepared and provided by you, thus enabling the "weapon" to be in position to do its "job" should the defendants balk at the progress and terms of the other alternative negotiations. Having accomplished this and stating in his withdrawal letter of December 5, 1984,

"At the present time, the condition of your litigation is extremely good. We are up-to-date in the matter. We have filed and served the complaints, we have taken care of the law and motion matters pertaining to the complaints and now have answers from all the parties,"

Larry was free to move on to other things.

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Because of the trust, my lawsuit could be filed in San Francisco, far from the scene of the alleged crimes, and the still living reputations in need of continued protection and Melvin Belli's association in the case was a reminder to the other side of the potential "public" dimension of the situation, if need be.

So the suit to expose the fraud was in place. I had my own suit, my "magnificent obsession" became more clearly defined and personalized, and Drivon was standing in the wings even after his notice of intent to withdraw, just in case the gun "needed waving" and perhaps to discourage any serious "predators."

But if my case was to pose the real threat in openly exposing the gross civil wrongs, what was my father with his very real threat in terms of vast amounts of money and long-time direct relationship doing or planning to do? Since he repeatedly told me and others that he was not going to sue his brother and that he had taken no action whatsoever in this regard, but when considering the facts that 1) his was the "real" case the lawyers were really interested in; 2) you said to me upon my inquiry that there "might be" something in the file reflecting my dad's "signature;" 3) in a meeting with you, Jim Askew and my father, I was told that I would be the "one to sue;" 4) my father never wanted me to sue or be in any serious battle against his ruthless brother, if my theory is to have any credibility and basis, I must conclude that my father must have taken some definite action. He probably gave someone a particular or special "power of attorney" and/or "agency" to represent his interests as an illegally "frozen out," wrongfully retired limited partner who had been the victim of massive fraud in his business relationship with his brother over many years, possibly involving their general partnership relationship prior to 1957. If the limited partnership had not been legally dissolved in 1972 because of the fraud, and my suit was in a position to prove this (and to my current knowledge, the limited partnership only changed its name to "Berberian Orchards" after the buy-out), then my father's legal representative could have called for an accounting of the partnership's assets, which in and of itself would have revealed and more clearly defined the fraud my suit threatened to uncover. In this regard (Page v. Page, 1961) appears applicable:

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"A partner may not however, by use of adverse pressure 'freeze out' a copartner and appropriate the business to his own use. A partner may not dissolve the partnership to gain the benefits of the business for himself unless he fully compensates his copartner for his share of the prospective business opportunity."

Moreover, with reference to the "settlement" agreements my father signed, it must be kept in mind that "an agreement between partners by which they settle their partnership affairs may be set aside for fraud and mistake."
(Altamirano v. Cleo)

If my father's legal representative could properly exploit the issue of wrongful dissolution, the appropriate provisions of Corporation Code 15038 conceivably could be used as guidelines in the process of "settlement." For after all, if my suit had been properly prosecuted, it most likely would have used relevant law to guide the settlement negotiations. Thus it would be through the issue of wrongful dissolution that the true dimensions of our family's claims against Haig Berberian, et al. could be determined, negotiated and ultimately settled. But would it make any difference if my father died before completion of this scenario? Apparently not, for I now know that a power of attorney does not necessarily die when the principal does:

"Where the agent's power is coupled with an interest it is not terminated by the revocation, incapacity or death of the principal unless there is some agreement between the parties to the contrary or with respect to the revocation by the principal's death, unless the agent lacks the ability to act in his own name with respect to his interest in the subject matter of the agency." (Power of Attorney, pp. 25-26, 3 Cal Jur)

Also, the power does not cease where the attorney has entered into a "special contract of employment" (Lanza's Estate, 1964) or:

"If any partner retires or dies and the business is continued in any of the situations described in Corporation Code 15041 (1)-(6) or in 15038 (2)(b) without settlement of the outgoing partner's accounts, he or his legal representative has the status of a creditor of the continuing business." (Advising California Partnerships, © 1975 CEB, p 356)

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This last option seems to be most appropriate in my father's situation, although I can only speculate.

Although I do not know enough about such matters and the matter of this case in particular to intelligently speculate on the actual "mechanics/process" of a wrongful dissolution accounting situation, I do believe that in this case it would at least enable settlement of inequities without going to court, without my father being advised of what was happening so that he could continue his life in relative peace and tranquility, and it could legally proceed if necessary after his death. (Perhaps it should be noted here that Mr. George H. Hauerken had served simultaneously as attorney for my trust and counsel for the partnership, i.e. "Haig Berberian," and, along with his partners in law, constituted the entire board of directors membership for both the Haig and Isabel Berberian Corporations from the inception of the limited partnership in 1957 and, to the best of my knowledge, at least until the Pet, Incorporated transaction in 1972. This arrangement could have constituted a serious conflict of interest, breach of fiduciary duty issue that could have been effectively exploited by those representing my father's interests in the settlement negotiations.)

I do believe, however, that the accounting/settlement aspect has, and/or is now being conducted in some private arbitration type of situation, one that would ensure that no records of its negotiations are available upon conclusion. (Therefore, I would be denied knowledge of its very existence so that I wouldn't be able to exercise my rights to intervene and subpoena information via my own right to sue, which would afford me the opportunity to answer all relevant questions.)

There are other aspects of my experience that seem to compliment and support this theory. I am beginning to believe that my referral to Ralph Ogden and his subsequent emergence as my "acting trust attorney," was necessary for the safe passage of events. For as my "acting trust attorney," and my trust attorney of record as a result of his representation during the court proceeding to force Wells Fargo to release my files to me as successor trustee, he was therefore, in a position to protect the interests of my "standing to sue." It was also important that

I had "knowledgeable" counsel to facilitate the process whereby I eventually became the trustee of my own trust, and that I had someone with whom I could discuss my frustrations, suspicions and plans concerning my ordeal.

I also now tend to believe that my sister emerged as my father's executrix and the co-trustee of his testamentary trust because she would be less likely than me to suspect a "hidden agenda," being more removed from the discussions and actions of the post-1980 events and would be easier to "work with" in accommodating the proceeds from the "secret settlement" via my father's estate. In this regard, I also tend to believe that perhaps my father's will was changed to legally accommodate the "secret settlement" proceeds via its provisions for "lapsed and failed legacies and devises," which my mother's new will of the same date (November 9, 1984) does not contain.

Finally, I believe that since my own suit has served its "strategic" purpose and the issues and claims it raises have been effectively, if not legally, dealt with by my father's agenda, that my case must either die for lack of prosecution (for if the theory is true, I will not be able to obtain serious counsel to represent me), or be blended in some manner into the settlement arrangements emanating from my father's situation. Regarding these last days of my lawsuit saga, I think it is quite possible that one of the attorneys who has worked on some facet of my lawsuit experience, will come forth to "dispose of my case," "put it to rest," "undertake it," if you will, according to the needs of the "hidden agenda."

It is also very possible that Haig Berberian's death has put in motion the concluding phase of the "hidden agenda." If the limited partnership was never legally dissolved, then perhaps his death as the "real and only" general partner could have triggered the dissolution-accounting-winding up sequence, the final results of which had pretty much been determined before his death.

There are other pieces to the "puzzle" which I could include. However, the above discussion contains what I consider to be the basic elements in light of what I know and can logically deduce and/or infer.

I now must come to the most personally perplexing and infuriating, and hopefully revealing, unanswered part of this theory. Namely, **why has not**

anyone come forth to tell me what is going on and why have I been kept effectively ignorant of the grand game plan?

Perhaps it was originally determined that, 1) because of my zeal, penchant for detail and eccentric proclivity, I would be too "uncooperative" and "difficult" to work with; 2) I may not like the way negotiations were to proceed or were proceeding, especially if "wrongdoing" became a matter of "misunderstanding" or "mistake," and that I would not be likely to tolerate an eight-year process of correcting "misunderstanding" or "mistake;" 3) I may not be agreeable to the monetary settlement, considering it insufficient; 4) my mental/emotional state, at least at the outset, was not capable of "handling" the stress of such a long and protracted ordeal and the inevitable "compromise" that would result; and/or 5) my father and maybe Haig Berberian himself had made it convincingly clear that I was not to be seriously involved in the real "settlement" of claims. Whether it is one, or any combination of the above, or some reason I have not yet determined, whatever the reason, I consider it to be unconscionable and legally suspect. Assuming that I have a good case in my own right and am using the court system to express my rights, then why would I not have a legal right to know if another party with similar and maybe the same or even superseding predecessor-in-interest rights, was or is in fact conducting and/or authorizing negotiations with defendants of my lawsuit?

Now that I have stated my theory as best I can in light of the circumstances I endure, I must pose the central questions prompting me to write you at this time. First of all, though I am as far from being an attorney as I am the manager of a thriving walnut processing business, I must ask you to comment on this theory in terms of its legal validity and credibility, given your substantial knowledge of the "Berberian case" and your expertise in relevant law and legal practice. I do fervently believe in my "grand assumption" and I need respected and respectful response.

And secondly and most importantly, as an "officer of the court," to the best of your knowledge, belief and recollection, did my father at any time sign any sort of document with anyone presently in your law firm or with anyone who has since left your law firm, and to your knowledge, is your firm associated with any other firm which may be or may have been involved

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directly or indirectly with my father's claims against Haig Berberian and perhaps Wells Fargo Bank, and therefore, possibly possess his "power of attorney," which would authorize appropriate legal representation to effect the "wrongful dissolution scenario" that I have outlined and proposed above, or any related or other scenario which could legally accomplish the same purpose as that proposed here. It should be noted that with reference to the "power of attorney," I believe it is possible for such a power to be oral, possibly on tape and yet to be transcribed. I know for a fact that powers of attorney can be all-inclusive and sweeping, as evidenced by your own power of attorney to manage the affairs of Eckhard Schmitz's "empire" during his forced flight from justice, which, among other things states:

"My attorney in fact is empowered hereby to determine in his sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him pursuant hereto....Further, the undersigned by execution hereof, hereby ratifies, confirms and approves any and all acts which may be performed during the term hereof by Rudy V. Bilawski pursuant to the authority conferred hereby."

August 22, 1982

I realize that as a result of the conditions of my referral to you in the first place, and the subsequent uncertainty, anxiety and confusion I have suffered as a result of the way events unfolded and the treatment I believe I received, coupled with my burning desire at the time to "right the wrongs" Haig had forced us to endure, unfortunately the relationship between you and I suffered and perhaps you may still harbor reservations about the prospects for a resumption of positive mutual communication. But please understand that the great figurative "demons" of that period are definitely in remission and hopefully headed towards proper "exorcism." The passage of time, the death of the principals and my own maturity and sharper understanding are ensuring this process. Therefore, any assistance or light you can shed on the central questions and "assumption" of this letter, and the history of this case from its first presentation to your attention, will be greatly appreciated.

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However, in all honesty and in reasonable consideration of the various dimensions and associated implications of my "theory," I must also emphatically state that if my theory is correct in its important and fundamental elements, I, and perhaps even my father, have been cleverly, though effectively used in a process that was never explained or approved by me in any way whatsoever, and my legal rights were stated in a bona fide lawsuit never primarily designed to obtain legitimate equitable/legal justice and vindication, but rather to serve in strategic support of another scenario, one involving much more money, one requiring unexplained "secrecy" and manipulation, and one that to my knowledge has not had any sort of court supervision or approval.

Though the early raging fires of determination to "crucify" Haig and the bank have progressed into a more mature and constructive form of energy, I am still very determined to learn all I can about why this story has progressed the way it has. Very simply stated, the more I know and understand, the more I can put to rest. For as you well know and understand, this is not just a matter of civil law involving fraud and huge amounts of money; this is my family's history and it therefore involves my cultural, social and important elements of my psychological development, and of necessity includes my personal code of ethics and my sense of right and wrong and can never be easily, comfortably and/or conclusively reduced to a matter of dollars, even if it is many millions.

I am still looking forward to discussing all of this with you, for I still consider you the real architect of our family's legal case against Haig Berberian, Wells Fargo Bank and all the others and, aside from Dr. Sheuerman's memorable "ringing" endorsement, I have always instinctively believed you to be a brilliant attorney, perfectly suited in all ways, to definitely and definitively "right those wrongs" resulting from our long and tortuous relationship with Haig Berberian and Wells Fargo Bank, et al. I now am more convinced of the fatefulness of our association than ever before.

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Sincerely yours,



Richard Berberian

RB/alh

cc: Laurence E. Drivon, Esq./hand-delivered
Arnold A. Sheuerman, Jr., M.D./first-class

James A. Askew, Esq./hand-delivered
Robert E. Fremlin & Christopher Lee, Esqs./Certified No. P 708 230 617
Ralph C. Ogden, III, Esq./Certified No. P 708 230 618
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Stockton, CA 95203-3166

Dear Mr. Bilawski:

We, the undersigned, have read our copies of the attached letter to you from Richard dated April 26, 1988. We support him in his requests therein, and should any of the information you may impart to him concern either of our situations in any way whatsoever individually and/or collectively, you have our unqualified permission, jointly and separately, to release it, and request that, by all means, you do so.

Please respond to Richard directly at the above listed address. Thank you for your cooperation in this matter.

Very truly yours,

Rose Berberian 4-26-88 Carol J. Berberian April 26, 1988
Rose Berberian date Carol J. Berberian date

RB/alh

Neumiller & Beardslee

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS

FIFTH FLOOR WATERFRONT OFFICE TOWER II
509 WEST WEBER AVENUE
STOCKTON, CALIFORNIA 95202

MAILING ADDRESS:
P.O. DRAWER 20
STOCKTON, CALIFORNIA 95201-9978
TELEPHONE (209) 948-8200

FOUNDED AS
ASHLEY & NEUMILLER
JANUARY 1903

RUDY V. BILAWSKI

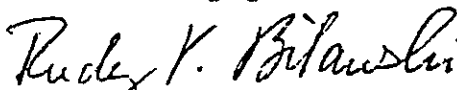
September 28, 1984

Mr. Richard Berberian
605 Hamden Lane
Modesto, California 95350

Dear Richard:

This shall confirm our telephone conversation of this afternoon. As I explained to you, I do not wish to spend any more time on your behalf in connection with your suit against your uncle or with respect to any other matter. You are now, as you always have been, at liberty to hire any attorney you desire to represent you. Whatever original material of yours I have in my file, I will be happy to return to you against your dated written release. However, I will not give you my notes or work product.

Sincerely yours,



RUDY V. BILAWSKI
Attorney at Law

RVB/jg

cc: Laurence E. Drivon, Esq.
Arnold Sheuerman, Jr., M.D.

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FILED

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1997 OCT 14 PM 1 26

DAVID A. WERNICK

David Hamilt

LAST WILL

OF

HAIG BERBERIAN

227436

11922
(4)

Titchell, Maltzman, Mark, Bass, Ohleyer & Mishel
A Professional Corporation
650 California Street, 29th Floor
San Francisco, California 94108
(415) 392-5600

Will admitted
NOV 6 9 1987
Dept 2

NCRO-FRM

00068

LAST WILL
OF
HAIG BERBERIAN

I, HAIG BERBERIAN, a resident of the County of Stanislaus, State of California, declare this to be my Last Will and revoke all previous wills and codicils I may have made.

FIRST: I am married to ISABEL BERBERIAN, who is referred to in this Will as "my wife". I have one child whose name is DIANNE BERBERIAN GAZARIAN ("my daughter"). I have had no children who are deceased and survived by descendants.

SECOND: I nominate my daughter to serve as Executor of my Will. My daughter shall have the power to designate the immediate and all subsequent successor Executors to serve if she or any successor to her is or becomes unwilling or unable to serve. If no designated successor is willing and able to serve or if no designation is made, I nominate ARNOLD GAZARIAN as successor Executor.

My Executor may appoint a bank to serve as co-Executor. All successor Executors shall have the same powers and authority as the original Executor. No bond shall be required of any sole or co-Executor. As used in this Will, unless the context clearly indicates otherwise, the term "Executor" shall include any person representing my estate and shall include the plural and all genders as appropriate.

I direct that my Executor, while administering my estate, shall have the following powers in addition to all others conferred by law.

A. To sell, dispose of, encumber, or lease any property in my estate with or without notice, either publicly or privately, in the manner and on the terms that my Executor deems best. If my wife or my daughter is acting as an Executor of my estate, my wife or my daughter shall have the power to buy assets of my estate, to exchange assets for those of my estate, or to otherwise self-deal as long as any such transaction is for full and adequate consideration.

B. To partition and allot my estate in prorated shares or in undivided interests or otherwise and to distribute all or any part of it in cash or in kind or partly in both as my Executor, in her discretion, decides.

C. To hold, for as long as my Executor deems advisable and at my estate's risk rather than my Executor's, any and all property that I may own at the time of my death.

D. To invest and reinvest any money in my estate and to buy or otherwise acquire every kind of property and to make every kind of in-

H.B.

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vestment, specifically including but not limited to interest-bearing accounts; corporate obligations of every kind; stocks, preferred or common, including stock of any corporate Executor; mortgage participations; shares of investment trusts; investment companies; mutual funds; common trust funds including funds administered by any Executor; general partnerships; limited partnerships (as either a general or limited partner); joint ventures; and unincorporated business enterprises.

E. To settle and compromise claims either in favor of or against my estate whenever and however he deems proper; to give full receipts and discharges; and to perform all other acts necessary or incidental to such settlements.

F. To continue to operate and retain an interest in each and every business that I am operating or I own at the time of my death.

G. To have all the rights, powers, and privileges of an owner with respect to bonds, shares of stock, and other securities in my estate, including but not limited to the power to give proxies, vote, and pay costs, assessments, and other sums deemed expedient by my Executor for protecting the interests of my estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, in connection with such participation, to deposit securities with and transfer title to any protective or other committee on terms my Executor deems advisable; to exercise or to sell stock subscriptions or conversion rights; to accept and receive, for the benefit of my estate, any securities or other property received through exercising any of the foregoing powers.

H. To make adjustments in the rights of any beneficiary or their principal or income accounts to compensate for the consequences of any tax decision or election or of any investment or administrative decision that my Executor believes has had the effect, directly or indirectly, of preferring one or more beneficiaries over any others.

I. To select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as estate tax or income tax deductions in determining the Federal estate tax and income tax liabilities of my estate.

J. To file joint income tax returns if permitted by law and pay all or part of any taxes due on such returns as my Executor deems proper and to pay any additional amount owing from any joint income tax returns I have filed, without collecting any part of any such amount from the other party to those returns.

THIRD: In any instance in which my wife and I have taken title to property or to undivided interests in it as joint tenants with rights of survivorship we did so for convenience only. Such property came from community property sources, and we did not intend to change its character when we took title as joint tenants. We agree that all property interests held in

H. B.

me
RDS

joint tenancy shall constitute and continue to be community property in accordance with their source and that we each have the right of testamentary disposition over our individual interests.

FOURTH: I intend by this Will to dispose of any separate property I own and my share of our community property. I confirm to my wife her share of our community property. I specifically refrain from exercising any power of appointment that I may have at the time of my death.

FIFTH: I have not entered into any contracts either to make or not to revoke wills.

SIXTH: I give the residue of my estate to the acting Trustee of the HAIG AND ISABEL BERBERIAN REVOCABLE TRUST created by me and my wife by an agreement dated October 28, 1983, as amended and restated by an agreement of the same date as this Will, to be added to and administered as part of that trust according to its terms and those of any amendments made to it before my death. If for any reason the instructions of the preceding sentence are invalid or cannot be carried out, or if the HAIG AND ISABEL BERBERIAN REVOCABLE TRUST has failed or been revoked, then I give the residue of my estate on the same terms and conditions as those stated in the agreement creating the HAIG AND ISABEL BERBERIAN REVOCABLE TRUST, including any amendments thereto made before my death, and for this purpose I incorporate by reference the provisions of that agreement into this Will.

SEVENTH: I direct that all expenses of my last illness and funeral, all expenses of administering my estate, all expenses of safekeeping or packing any specifically bequeathed tangible personal property or transporting it to its recipient, and all inheritance, estate, or other death taxes (excluding any additional tax imposed by Section 2032A of the Internal Revenue Code of 1954, as amended, and any generation-skipping transfer tax) attributable to my probate estate or any portion of it because of my death shall be paid in accordance with the provisions of the HAIG AND ISABEL BERBERIAN REVOCABLE TRUST referred to in Article SIXTH of this Will. However, amounts directed to be paid by the Trustee, but certified by the Trustee as exceeding the principal out of which the Trustee is directed to provide for payment, shall be paid by my Executor. Any such amount payable by my Executor shall be charged generally against the principal of my residuary estate without seeking reimbursement or recovery from any person. No such expenses or taxes shall be paid from amounts otherwise excluded from my gross estate. My Executor shall enforce all rights to reimbursement for or recovery of, and provide for payment of, any death taxes attributable to property in which I have a qualifying income interest for life or over which I have a power of appointment.

EIGHTH: If my wife and I should die simultaneously or under circumstances that make it difficult or impossible to determine who died first, my wife shall conclusively be presumed to have died before me for purposes of this Will.

H. B.

NINTH: I have omitted intentionally and with full knowledge any of my heirs for whom this Will fails to provide.

TENTH: If any person or representative of a person either attempts or voluntarily aids another's attempt to contest this Will or otherwise frustrate any of its intentions, or to impose a constructive trust on any property I own wholly or partly when I die, I specifically disinherit each such person and direct that all property I had left to him be instead added proportionately to the shares of my estate left to all others. If everyone for whom this Will provides participates in an attempt to contest or frustrate it, I leave my entire estate to my heirs at law, excluding any such participant, as they are defined by the California laws of succession that are in effect at the time of that eventuality.

ELEVENTH: If any provision of this Will is unenforceable, the remaining provisions shall nevertheless be carried out.

THIS BEING MY LAST WILL, I have signed it below on this 28 day of September, 1984.

Haig Berberian
HAIG BERBERIAN

On the date written below HAIG BERBERIAN declared to us, the undersigned, that this document, consisting of 4 pages including the page signed by us as witnesses, was his Will and requested us to act as witnesses to it. He thereupon signed this Will in our presence, all of us being present at the same time. We now, at his request, in his presence, and in the presence of each other, sign our names as witnesses.

At this time HAIG BERBERIAN is over the age of majority and is of sound mind.

Executed on Sept 28, 1984, at Modesto, California.

We declare under penalty of perjury that the foregoing is true and correct.

Myrtle M. ...
Residing at

Robert S. ...
Residing at

Kyle, Co

Modesto, CA

Estate of Haig Berberian

POPELKA, ALLARD, McCOWAN & JONES

ROBERT J. POPELKA
PHILIP R. McCOWAN
EUGENE P. LA MORE
JAMES N. SINUNU
MICHAEL O. ACKERMAN
JAMES O. HYDE
NANCY R. SWEATT
KEVIN J. TULLY
MARC L. SHEA
PAUL R. H. WALKER

BERNARD J. ALLARD, INC.
JAMES C. JONES, JR.
FRANKLIN E. DONDDNNO
DUCHE NYE
THOMAS S. BRAZIER
JOHN M. INGLE
DAVID A. CENA
NORA V. FRIMANN
DAVID J. BECHT

ATTORNEYS AT LAW

ONE ALMADEN BOULEVARD
EIGHTH FLOOR
SAN JOSE, CALIFORNIA 95115-0036
TELEPHONE (408) 298-6610
FACSIMILE (408) 275-0814

SAN FRANCISCO OFFICE
801 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA 94111
TELEPHONE (415) 982-5955
FACSIMILE (415) 982-2042

WALNUT CREEK OFFICE
700 YGNACIO VALLEY ROAD
SUITE 330
WALNUT CREEK, CALIFORNIA 94596
TELEPHONE (415) 934-3511

JOHN P. CARDOSE
TIMOTHY D. McMANON
RUSSELL N. SWERDON
RONALD J. COOK
JOHN E. RIDDLE
MICHAEL J. ZESTEP
THELMA M. LAX
TIM O'LAUHLIN
SMARON G. PRATT
MELINDA A. KNUPP
JANA L. KAST
MARC L. PINCKNEY
CHERYL R. KERSHNER

RAYMOND E. RIGGLE
CHRISTOPHER S. BRUNI
JANE B. YEE
EDWARD NEMETZ
ABIGAIL O. LOACHE
JEFFRY W. LOCHNER
SCOTT A. BONZELL
A. M. PRZYBYLSKI MANAYAN
CHRISTOPHER A. CREVASSE
KURT D. GESKE
KEVIN B. KEVORKIAN
SUBAN P. OREY
MICHELLE D. BRODIE

October 4, 1988

Richard Berberian
605 Hamden Lane
Modesto, California 95350-2295

Dear Mr. Berberian:

Thank you for your letter of August 22, 1988. I have read through your packet of legal documents. Because of my trial calendar I will be unable to assist you.

However, I recall a case similar to yours that was initiated by C. Ray Robinson's son against his father's estate and I do remember that after a lengthy period of time he did prevail. To the best of my recollection the law firm of Hoge, Fenton, Jones & Appel here in San Jose represented Mr. Robinson. You might contact them to see whether or not they would be interested in handling your case in light of their prior experience with a major case that is quite similar to yours.

In any event the very best of luck to you. Enlosed you will find the documentation that you forwarded to me.

Very truly yours,


BERNARD J. ALLARD

BJA:mm

enclosures

OCT 6 1988

00074

10-28-88
Main: As per phone
conversation of today, this
is a photo-copy of my cover letter
to Mr. Brock.

Thank you.

Richard Berberian

RICHARD BERBERIAN
605 Hamden Lane
Modesto, Ca. 95350-2295
(209) 578-1073

October 15, 1988

Charles Howard Brock, Esq.
Hoge, Fenton, Jones & Appel, Inc.
60 South Market Street
San Jose, Ca. 95113-2396

Dear Mr. Brock:

On June 17, 1988, I filed suit in Stanislaus County Superior Court in propria persona against the Estate of Haig Berberian, my deceased uncle and the former "Walnut King" of the world, as he was called. The suits (there are two) concern his fraudulent management of our family business during the years when Wells Fargo Bank held a 5% limited partnership interest in that business as trustee for my trust. These suits are directly related to a suit I filed in San Francisco Superior Court against Haig Berberian, Wells Fargo Bank and others for fraud, breach of fiduciary duty, civil conspiracy and constructive trust. (See enclosed complaint) This suit has recently taken some very unusual and clearly suspicious turns.

Mr. Rudy V. Bilawski of the law firm of Neumiller & Beardslee in Stockton originally determined and seized upon the illegalities involved in the conduct of our family business. He then prepared the enclosed June 8, 1983 referral letter to Mr. Laurence E. Drivon of Belli, Drivon & Bakerink also of Stockton. I then retained Mr. Drivon to litigate the case with the understanding that Mr. Bilawski would provide associate assistance. After three years had passed, Mr. Drivon withdrew as attorney of record lamely claiming lack of "time and resources."

I could not find another attorney to fully represent me in this matter until I retained Mr. Terry Snyder of Stockton, a former law professor of civil procedure and aide to U.S. Congressman Richard H. Lehman of Fresno. It is clearly an understatement to say that Mr. Snyder has not been successful in helping my San Francisco Superior Court action thus far. With regard to my Stanislaus County actions, I am still proceeding in pro per and seek any appropriate legal assistance available.

Mr. Brock:
I mailed this same package to Bernard Allard of Popelka, Allard, et al. there in San Jose. He recommended that I contact your firm as my case reminded him of that of a Mr. C. Ray Robinson. He recalled that it was your firm that successfully handled Mr. Robinson's case. Perhaps you will be able to help me as well. Thank you.
R.B.

Charles Howard Brock, Esq.
October 15, 1988
Page Two

It should be known that I sincerely believe that I have been frustrated in all of my attempts at legitimate legal recourse. My father (now deceased), Haig Berberian's brother and 40-year business partner, who was the grantor of my trust and a limited partner in his own right, most probably as a result of consultations unknown to me with Neumiller & Beardslee, gave some form of irrevocable power of attorney to someone for the purpose of "quietly" settling the basic legal and equity issues involved in our family's unfortunate involvement in Haig Berberian's partnership. Most frustrating of all is the fact that I have in no way whatsoever been informed of this other settlement process; this "hidden agenda" as I am fond of calling it, though I believe I have been innocently and thus far effectively used to ensure its successful progress and conclusion. Simply stated, I believe there is a clever and deceitful conspiracy at work in my situation and I believe that if I have the real opportunity to exercise sincere, nonmanipulated discovery and subpoena power, I can prove it. I further believe that at this point, the circumstantial evidence I can provide can clearly substantiate my suspicions and assertions. (See enclosed R. BERBERIAN MEMORANDUM dated May 10, 1988, and my letter of April 26, 1988 to Mr. Bilawski)

Because it is my unequivocal position that any prospective attorney must fully realize "where I'm coming from" in this entire matter, I have prepared what most likely is perceived to be a "unique," though I feel clearly justified solicitation package.

Any legal assistance you can provide or light you can shed on any aspect of my situation would be most gratefully and graciously appreciated.

If you need any additional information or have any questions, please contact me as soon as possible. Thank you.

Very truly yours,



Richard Berberian

RB/jfb
Enclosures

HOGUE, FENTON, JONES & APPEL, INC.

ATTORNEYS AT LAW

SIXTY SOUTH MARKET STREET

SAN JOSE, CALIFORNIA 95113-2396

(408) 287-9501

TELECOPIER (408) 287-2583

MONTEREY OFFICE

P. O. BOX 791

MONTEREY, CALIFORNIA 93942-0791

(408) 373-1241

TELECOPIER (408) 373-1241

SAN LUIS OBISPO OFFICE

1043 PACIFIC STREET

SAN LUIS OBISPO, CALIFORNIA 93401

(805) 544-3830

October 31, 1988

Mr. Richard Berberian
605 Hamden Lane
Modesto, CA 95350-2295

Dear Mr. Berberian:


We received your memorandum and accompanying materials, but had difficulty identifying it. I understand from my secretary that you sent a cover letter to me, but if that is the case, it somehow became separated. At any rate, we spent a week trying to identify the proper case and lawyer within this office, assuming that it related to an existing case. Failing that, my secretary called you and then learned that you had directed it to me with a cover letter.

I have reviewed the material briefly and must advise you that we would not be able to consider handling the case because of a conflict of interest. Wells Fargo Bank is a client of this firm and it would, of course, be inappropriate to handle your case against them.

Thanking you for considering us. I hope you find competent counsel to represent you.

Yours truly,

HOGUE, FENTON, JONES & APPEL, INC.



Charles H. Brock

CHB/cvp

00077

1 RICHARD BERBERIAN
2 605 HAMDEN LANE
3 MODESTO, CA 95350-2295

4 (209) 578-1073

5 Attorney in Propria Persona

FILED

89 NOV 28 PM 4:05

DAVID A. WORTH, CLERK

BY _____

DEPUTY

6 SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS

7 Estate of

Case No. 227436

8 HAIG BERBERIAN, alias,

AFFIDAVIT OF RICHARD
BERBERIAN

9 Deceased.

10 Hrg. Date: 11-29-89
11 Hrg. Time: 8:30 a.m.
12 Dept. No: 7

13 RICHARD BERBERIAN declares and states as follows:

14 1. I am a person interested in the Estate of Haig
15 Berberian because I am the party plaintiff in litigation
16 against the Estate and others which is now on appeal. Because
17 I had litigation pending against Haig Berberian at the time of
18 his death, pursuant to applicable law, I filed two creditor's
19 claims against the Estate which were rejected. Because of
20 this litigation now on appeal, I remain a current if not
21 subsequent creditor in addition to also being an interested
22 person due to provisions of Probate Code 48(b). I have
23 personal knowledge of the facts set forth herein and, if
24 called as a witness, I could and would testify thereto, except
25 as to those matters stated on information and belief, and as
26 to those items, I believe them to be true.

27 2. In the event executor Diane Gazarian attends the
28 November 29, 1989 hearing, in the interests of sparing any
discomfort or anxiety my presence may cause, I have decided

00078

1 not to attend.

2 3. I believe there has been, and continues to be, a
3 well-designed and orchestrated conspiracy among certain
4 attorneys and others, to secretly settle the illegalities
5 committed by, among others, Haig Berberian as General Partner
6 of the Haig Berberian Limited Partnership. I now realize that
7 I was manipulated into unknowingly serving the ends of this
8 conspiracy by instituting my San Francisco litigation which I
9 now realize was originally conceived, designed and instituted
10 to play a critical strategic role in this "settlement
11 process." In their effort to save the reputations of my uncle
12 and others, these conspirators are guilty of a serious abuse
13 of process, by using my litigation to coerce an out-of-court
14 settlement on my father's rights as a former limited partner
15 in the Haig Berberian partnership. In order to try and
16 "legalize" this process, various manipulations, deceptions and
17 bad faith uses of the law and persons have occurred. Though
18 it is hard to conclusively prove a conspiracy among attorneys
19 for obvious reasons, the facts and circumstances in this case
20 are blatant in pointing out that something much more than
21 curious "coincidence" is at work and given the proper legal
22 tools, I believe I can make a clear and convincing showing in
23 this regard.

24 4. The specific facts and circumstances surrounding the
25 history of the Estate of Haig Berberian are persuasive
26 indication of this continuing injustice.

27 5. It is my position that until there has been a final
28 determination on my litigation against the Estate and others

1 which is now on appeal, it is a gross miscarriage of justice
2 for the Stanislaus County Superior/Probate Court to permit a
3 final distribution of the Estate of Haig Berberian, and as
4 such, I adamantly oppose this action.

5 6. With respect to the various actions I have
6 participated in concerning the Estate of Haig Berberian, in
7 the past eight months, with the addition of Honorable Donald
8 B. Cantwell on November 29, 1989, there will have been three
9 different judges presiding over this one "\$11,207.50" probate
10 case! Perhaps this too is a result of curious coincidence,
11 but I have my "reasonable" doubts.

12 7. It should be recalled that the Stanislaus County
13 Superior Court began its participation in the case of Richard
14 Berberian v Wells Fargo Bank, Haig Berberian, et al. in 1987
15 when it made me successor trustee to Modesto Banking Company
16 (successor to Wells Fargo Bank), and then ordered that Wells
17 Fargo Bank turn its files over to me ccessor trustee.

18 8. It is also my belief that I have not always been
19 fairly treated by this Court, especially in the hands of
20 Honorable Frank S. Pierson, who on August 14, 1989 during the
21 course of a hearing on my petition of June 29, 1989, did not
22 allow me to always argue my case. (See copy of transcript
23 attached at 3:14-15, 3:20-21, 4:12-13, 6:23, 7:4, 9:15, 11:16-
24 20, 12:1, 12:3-6, 15:21-22, 19:24-25. If one checks the
25 transcript, it can be seen that I was cut off 12 of the 36
26 times I spoke, or 33 & 1/3% of the time. This is in drastic
27 contrast to the Judge's treatment of Mr. Bruen (Exhibit A).
28 The record speaks for itself.

1 Additionally, he still has not responded in any way
2 whatsoever to the attached hand-delivered letter dated October
3 3, 1989 (Exhibit B) which raises a legal question he
4 apparently does not want to clarify.

5 **STATEMENT OF FACTS AND CIRCUMSTANCES**
6 **CONCERNING THE ARNOLD GAZARIAN CLAIM**

7 9. The circumstances, emergence and Superior Court
8 handling of the Arnold Gazarian claim is revealing and is
9 therefore deserving of special examination. Thus in the
10 interests of historical perspective and accuracy and the
11 implications legal and otherwise therein, thereto and
12 therefrom, a chronological account of my overall experience
13 with the estate and tangential matters is as follows:

14 a) Berberian Orchards is the successor in interest to
15 the Haig Berberian Limited Partnership of which my sister's
16 trust, my trust, and my father were at one time limited
17 partners. On August 29, 1972, shortly after our three
18 interests were unjustly forced by General Partner Haig
19 Berberian to retire from the limited partnership, an amended
20 certificate of limited partnership was filed renaming the
21 partnership, "Berberian Orchards."

22 b) On March 26, 1981, Haig Berberian took out Business
23 License No. 4477 in the City of Modesto to operate BERBERIAN
24 ORCHARDS as a sole proprietorship for purposes of
25 "investments" and with him being the sole owner. Section 6-
26 1.115 of the Modesto Municipal Code states,

27 "In the event any business subject to a license tax
28 measured by gross receipts closes or changes ownership,
said business shall file a closing return with the City
and pay the business license tax due thereon within (30)

1 as "Attorneys for Defendants Haig Berberian, Haig Berberian
2 Corporation, Isabel Berberian, Isabel Berberian Corporation,
3 Berberian Orchards, and Sexton Nut Processors, Inc.

4 36. On September 28, 1988, the Last Will of Haig
5 Berberian was filed (by Mr. Snyder), that being four years to
6 the day after Haig Berberian signed his Last Will.

7 37. In an October 4, 1988 letter to me, Mr. Bernard L.
8 Allard of Popelka, Allard, McCowan & Jones in San Jose, in
9 responding to one of my hundreds of attorney mail
10 solicitations, stated:

11 "Thank you for your letter of August 22, 1988. I have
12 read through your packet of legal documents. Because of
my trial calendar I will be unable to assist you.

13 However, I recall a case similar to yours that was
14 initiated by C. Ray Robinson's son against his father's
estate and I do remember that after a lengthy period of
15 time he did prevail.

16 To the best of my recollection the law firm of Hoge,
17 Fenton, Jones and Appel here in San Jose represented Mr.
18 Robinson. You might contact them to see whether or not
they would be interested in handling your case in light
of their prior experience with a major case that is quite
similar to yours.

19 In any event the very best of luck to you. Enclosed you
20 will find the documentation that you forwarded to me."

21 Mr. Allard's letter is dated the same day as my San Francisco
22 Superior Court Action was dismissed at the hands of Mr.
23 Snyder.

24 38. Also on October 4, 1988 an advertisement purchased
25 by me appeared in the Modesto Bee on Page A-5. It stated in
26 part the following:

27 "BERBERIAN VS. BERBERIAN & WELLS FARGO BANK
28 San Francisco Superior Court Case No. 813484
Stanislaus Superior Court Case Nos. 2233925 & 233926

Dear Reader:

1 Snyder the following question:

2 "Could the fact that you failed [and refused] to file the
3 3rd Amended Complaint (as you said several times you
4 would on my behalf) substituting the Estate of Haig
5 Berberian for Haig Berberian the individual, in any way
6 whatsoever have affected Judge Hanlon's decision
7 concerning the disposition of my case on August 30 and/or
8 October 4, 1988? If so, how so? If not, why not?"

9 44. On October 27, 1988 at 3:51 p.m., Ms. Gazarian was
10 served the October 18 revised complaints because her counsel
11 had failed to respond to my original good faith gesture of
12 July 11, 1988. Mr. Donahue had arranged for the Process
13 server though I had mixed emotions about it.

14 45. In a letter to me dated October 28, 1988, Mr. Snyder
15 stated:

16 "In response to your letter of October 26, 1988 the
17 answer to the question would be, no. The filing of a
18 third amended [sic] complaint, would in no way extend the
19 statute of limitations, or tow [sic] their passage. The
20 five year statute continues to run irregardless of
21 amendments to original completes [sio]. I hope this
22 satisfactorily answers your question."

23 46. On October 28, 1988, I sent Mr. Charles H. Brook,
24 Esq. of Hoge, Fenton, Jones & Appel, Inc. in San Jose the
25 following information:

26 "I mailed this same package to Bernard Allard of Popelka,
27 Allard, et al. there in San Jose. He recommended that I
28 contact your firm as my case reminded him of that of a
29 Mr. C. Ray Robinson. He recalled that it was your firm
30 that successfully handled Mr. Robinson's case. Perhaps
31 you will be able to help me as well. Thank you."

32 This notation was made on a photo-copy of my original
33 solicitation letter to Mr. Brock dated October 15, 1988, and
34 his secretary, Maria, had informed me that it was lost and
35 that Mr. Brock wanted to read it.

36 47. In an October 31, 1988 letter to me, Gordon D.

1 Schaber, Dean of McGeorge School of Law informed me that his
2 school could not be of assistance to me in my litigation
3 against the estate. (I had solicited from every other
4 accredited and unaccredited law school in California except
5 for the University of Honolulu Law School located in Modesto
6 and all schools which responded at all, declined to help me.

7 18. In a letter dated October 31, 1988, Mr. Brook sent
8 me a letter stating the following:

9 "We received your memorandum and accompanying materials,
10 but had difficulty identifying it. I understand from my
11 secretary that you sent a cover letter to me, but if that
12 is the case, it somehow became separated. At any rate, we
13 spent a week trying to identify the proper case and
14 lawyer within this office, assuming that it related to an
15 existing case. Failing that, my secretary called you and
16 then learned that you had directed it to me with a cover
17 letter.

18 I have reviewed the material briefly and must advise you
19 that we would not be able to consider handling the case
20 because of a conflict of interest. Wells Fargo Bank is a
21 client of this firm and it would, of course, be
22 inappropriate to handle your case against them.

23 Thanking you for considering us. I hope you find
24 competent counsel to represent you."

25 This is interesting, for if Mr. Brock had read my original
26 October 15, 1988 letter to him, or the duplicate sent to him
27 on October 28, he would have realized that I was soliciting
28 help with specific emphasis upon, if not solely in regard to
my Stanislaus County litigation against the Estate, my reason
for contacting his firm in particular.

29 19. In an October 31, 1988 letter to me from Mr. Robert
30 B. Ingram of Ingram & Truett in San Rafael, Mr. Ingram states
31 in part:

32 "Thank you for your letter of October 17, 1988. I am
33 sorry it took me so long to get back to you, but is it a
rather length tom [sic]. After a thorough review of your

1 letter of October 17, 1988 and its attachment, I have
2 concluded that we cannot be of service to you.

3 Because of the apparent complexity, the res-judicata
4 issues and the apparent running of the five year statute
5 on Case No. 813484 coupled with our present trial
6 schedule dictate that it would be prudent [sic] for our
7 office to decline representation. . . . We thank you very
8 much for thinking of us and we are sorry we could not be
9 of service to you in this most interesting problem."

10 What is interesting to me about Mr. Ingram's letter, is that
11 it represents the first time representation had been declined
12 in part for the stated reason of res judicata issue raised by
13 Haig Berberian, but not Wells Fargo Bank. It is my belief
14 that a great percentage of the hundreds of attorneys I
15 solicited declined in part due to the res judicata issue
16 without so stating. (As it turned out, I would not get such a
17 statement referencing res judicata from any attorney ever
18 again.)

19 50. At 4:00 p.m. on this Halloween of October 31, 1988,
20 Mr. Snyder finally made himself available for a meeting with
21 me and Dan Johnson.

22 51. In a letter dated November 1, 1988, addressed and
23 sent both first-class and certified as well, I terminated my
24 legal relationship with Mr. Snyder. I stated that I wanted to
25 retrieve my file from him no later than November 11 and asked
26 him to immediately prepare a Substitution of Attorney placing
27 me back into an in pro per status. My postscript to that
28 letter reads as follows:

"I will cooperate in helping with any case or cause of
action my sister may have as long as it does not conflict
in any way whatsoever with my pursuit of San Francisco
Superior Court Case No. 813484 nor Stanislaus County
Superior Court Case Nos. 233925 and 233926. And as far as
your October 31, 1988 comment, 'perhaps I misinterpreted
what you're after, righting a wrong rather than monetary

LAW OFFICES OF

INGRAM & TRUETT

4340 REDWOOD HIGHWAY, SUITE 352
SAN RAFAEL, CALIFORNIA 94903
TELEPHONE (415) 499-0800

ROBERT B. INGRAM*
HAROLD I. TRUETT III*

*ADMITTED CALIFORNIA AND HAWAII
*ADMITTED HAWAII ONLY

MAILING ADDRESS

P. O. BOX 12487
SAN RAFAEL, CALIFORNIA 94913-2487

HAWAII OFFICE

STERN & INGRAM
GROSVENOR CENTER, PRI TOWER
733 BISHOP STREET, SUITE 2300
HONOLULU, HAWAII 96813
TELEPHONE (808) 528-1900

CERARD C. STERN*
ROBERT B. INGRAM*
VIRGIL JAMES WILSON III*
TIMOTHY J. HOLZER*
CURTIS M. KAM*
HAROLD I. TRUETT*
CHRIS P. HECKMAN*

October 31, 1988.

Richard Berberian
605 Hamden Lane
Modesto, California 95350-2295

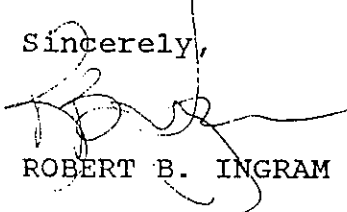
Dear Mr. Berberian:

Thank you for your letter of October 17, 1988. I am sorry it took me so long to get back to you, but it is a rather lengthy one. After a thorough review of your letter of October 17, 1988 and its attachments, I have concluded that we cannot be of service to you.

Because of the apparent complexity, the res judicata issues and the apparent running of the five year statute on Case No. 813484 coupled with our present trial schedule dictate that it would be prudent for our office to decline representation.

I am sure you know that there is over 114,000 lawyers in California and while you have seen a number of lawyers, if you feel strongly about your case I would continue to pursue it. Obviously our short review of the case was insufficient to scratch the merits of the case, but from the type of case it was it would be one that we would be hard pressed to really dedicate the time to the case and so I would fear that we could not provide you adequate representation under those circumstances. We thank you very much for thinking of us and we are sorry we could not be of service to you in this most interesting problem.

Sincerely,


ROBERT B. INGRAM

RBI/clb

00086

Richard Berberian
605 Hamden Lane
Modesto, CA 95350-2295

15 July 1993

Simon & Schuster, Inc.
1230 Ave. of the Americas
New York, N.Y. 10020
(212) 698-7000

Dear Sir or Madam:

I would like to send a letter to Ms. Ellen Hawkes,
author of Blood & Wine regarding the Gallo family.

If you could please furnish me with an address
or a P.O. Box, such that I could contact her, I would
very much appreciate it. I have some information which
may be of interest to her.

Of course, you could forward this letter to her and
she can contact me directly if she is inclined.

Thank you for your attention to this matter.

Very truly yours,

Richard Berberian

Richard Barbarian
505 Hamden Lane
Modesto, California 95350
(209) 578-1073

Simon & Schuster, Inc.
1230 Ave. of the Americas
New York, N.Y. 10020



88000



WELLS FARGO BANK

NATIONAL ASSOCIATION

TRUST DIVISION

December 14, 1982

05-016701/2

(415) 396-3226

Mr. Peter Jeppson
Certified Public Accountant
P.O. Box 4339
Modesto, California 95352

Dear Mr. Jeppson:

ROSE AND VASKEN BERBERAN TRUSTS

Sometime ago, you sent us a letter stating that you and your firm no longer represent Vasken Berberan or any immediate member of his family. I am unable to locate this correspondence in our files. I believe you wrote to me within the last year. Will you be kind enough to send me a copy of this letter for our records.

Many Thanks in advance for your assistance.

Sincerely yours,

Thomas M. Neville

Thomas M. Neville
Assistant Vice-President
and Trust Officer

TMN/emb

GEORGE A. ATHERTON
ROBERT J. LUDLOW
ROMAIN SCHONHOFF
PETER JEPSON
LAURA YOUNGER
JOHN C. BETTENCOURT
RICHARD L. HARRISON
JOEL A. WHITE
JACK E. KELSBY

ATHERTON, LUDLOW & SCHONHOFF
CERTIFIED PUBLIC ACCOUNTANTS

P. O. BOX 4339, 1935 G STREET
MODESTO, CALIFORNIA 95352 - 4339
(209) 577-4800

P. O. BOX 515, 308 E. F STREET
OAKDALE, CALIFORNIA 95361 - 515
(209) 847-7016

December 23, 1982

Mr. Thomas M. Neville
Wells Fargo Bank
Trust Division
P. O. Box 44002
San Francisco, California 94144

Re: Rose and Vasken Berberian Trusts

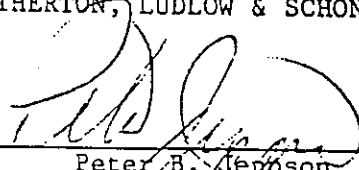
Dear Mr. Neville:

We have looked for the letter you mentioned in your recent correspondence. We have been unable to locate a copy and assume that it was destroyed in our fire on December 1, 1981.

We have not been employed by Rose and Vasken Berberian to do any of their accounting or tax work for several years.

Very truly yours,

ATHERTON, LUDLOW & SCHONHOFF


Peter B. Jepson

PBJ:mph

00090

Accounting office burns; burglar-arsonist blamed

By DICK LeGRAND
Beesleff writer

A burglar may have set the fire which did \$500,000 worth of damage to a Modesto accounting firm early Tuesday, according to investigators.

"It's a strong probability," said fire investigator Doug Hannick.

No one was injured in the blaze and the firm's client financial records, vital for the coming tax preparation season, were undamaged, said George A. Atherton, managing partner of the business.

"It looked like the building was broken into last night," said Atherton. "The stamp money is gone."

Modesto Fire Marshal Thurman Norton, in charge of the arson investigation, said the fire had a "suspicious" origin.

The fire gutted the central area of the tri-

level Atherton, Ludlow & Schonhoff building at 1935 G St. and charred the offices of most of the 16 accountant partners in the firm. But firefighters were able to get the fire under control before the file and computer rooms were damaged. No adjacent buildings were damaged.

A passing security guard used a nearby pay telephone to call in the alarm at 4:46 a.m. The guard also reported seeing a man near the building, talking with him briefly and smelling smoke on his clothing, said Hannick.

Minutes later, based on the security guard's information, police spotted 44-year-old Raymond Clyde Jones of Coalinga at the corner of 16th and H streets, two blocks from the fire.

Jones was arrested after a check showed

See Back Page, FIRE

Fire

CONTINUED from A-1

he was wanted on a warrant charging him with petty theft, with a prior conviction. Jones was being held at the Stanislaus County Jail. Bail was set at \$600. Jones was not being held in connection with the fire.

Hannick said nothing was found to link Jones with any burglary, but that Jones' clothing did smell of smoke. "He said he smelled like smoke because he lived under a bridge for two days and had a warming fire going," said Jones. "That's a distinct possibility."

Atherton, surveying the charred, water-soaked offices, said, "We ought to be back in business in a day or so" using rented office space. When he first saw the damage, he said, "I wanted to go somewhere and cry."

But by afternoon he was trying to make the best of it. "We're looking upon this as an opportunity to remodel and provide badly needed additional space," he said. "Our own records and our client records appear to have little or no damage."

Atherton pegged the damage to the building and its contents at \$500,000. "It will hit that much at least, and maybe more," said insurance adjuster Ray Simon.

Norton said the steel-supported, masonry block building

was still structurally sound and could be renovated.

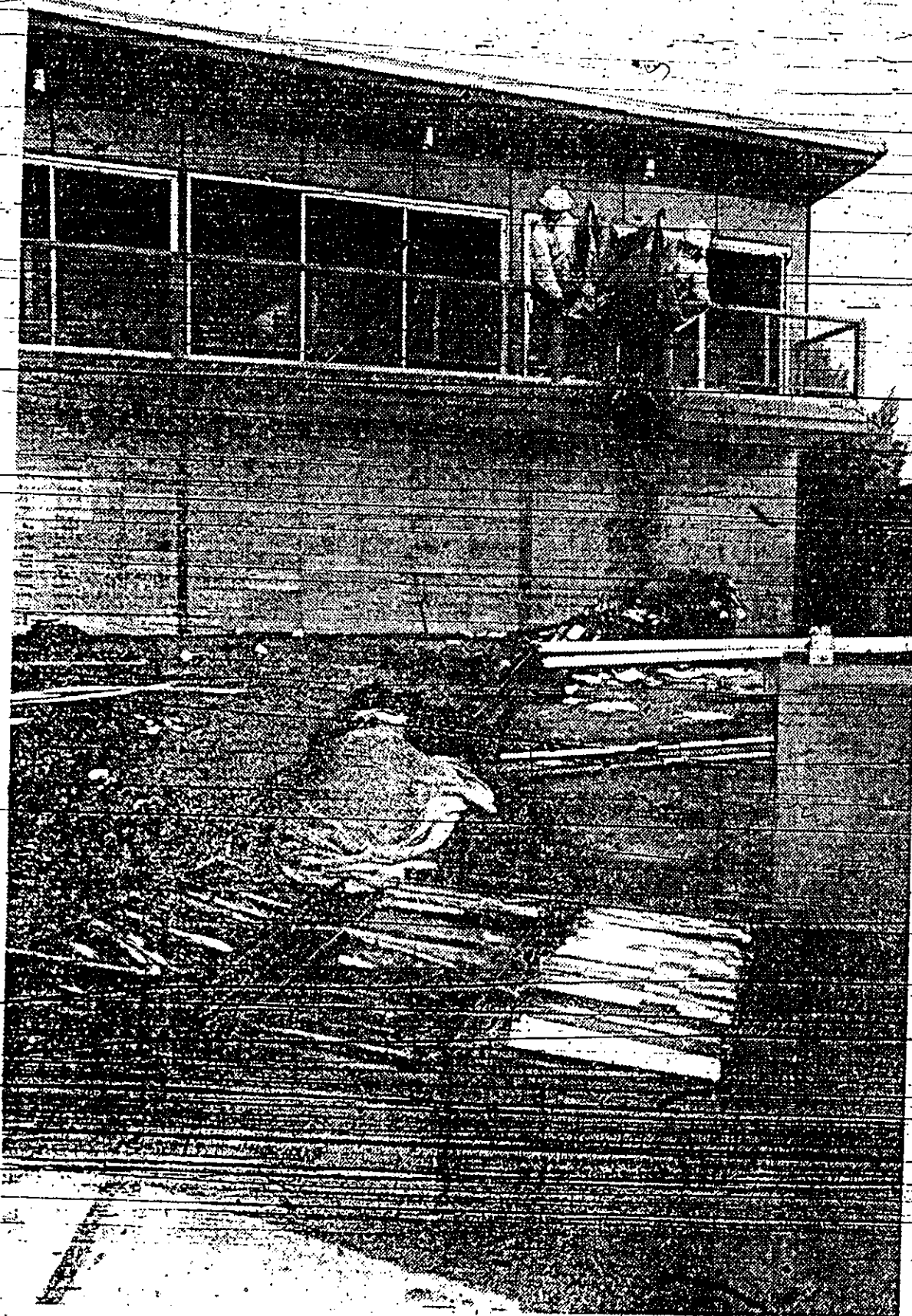
The accounting firm, the largest in Modesto, also has an office in Oakdale. Some of the 37 employees from the ruined Modesto office had already started working out of the Oakdale office on Tuesday.

Norton, reading the burn lines in the building like a map, tracked the path of the flames back to their starting point in a paper storage area on the bottom floor. Material from the storage area has been sent to the regional crime laboratory to see if any flammable liquids were involved, he said.

Battalion Chief Farrell Jenkins rolled with two engines and the aerial truck from the main station on 11th Street, and quickly called in three more trucks and 12 off-duty firefighters to help the 15 men available for the first response, said Fire Chief Bruce Simons.

The first firefighters arrived just as the windows in the building started cracking, and attacked so quickly they prevented the "flashback" of explosive flame that happens when a pent-up fire feeds on fresh air coming in from shattered windows, said Simons. "That prevented a lot of damage," he said. "It was a good stop."

But, he added, one sprinkler could have prevented the fire from getting started in the first place.



By Ted Benson, Bee staff photographer

Firefighters sift through rubble of Modeste business after Tuesday's fire.



THE
STATE BAR
OF CALIFORNIA

555 FRANKLIN STREET
SAN FRANCISCO, CALIFORNIA 94102
TELEPHONE (415) 561-8200

August 27, 1993

Richard Berberian
605 Hamden Lane
Modesto CA 95350-2295

Dear Mr. Berberian:

Enclosed are the registration cards, information screens, and address change histories on file in the Membership Records Department of the State Bar of California for the attorneys you requested.

Please let us know if we may be of further assistance.

Sincerely,

Bartley J. Moore
Assistant Supervisor
Membership Records
& Certification

BM/st

00093

MM595R1

MEMBER INFORMATION DATA

Print Date: 8/17/93

Member #: 3590

Date of Admission: 6/26/1895 Status: Deceased Effective: 6/15/1952

Name: Robert R. Fowler

AKA:

Address: Beaty Bldg.
1024 "J" St.
Modesto CA

Effective: 6/26/1995

Phone:

Effective:

Date of Birth: 8/15/1870

Place of Birth: Nebraska

Undergrad School: --> No Information Available

Law School: --> No Information Available

3590

ADM: JUNE 26, 1895

* * * *

SUPREME COURT - EXAMINATION

THE STATE BAR OF CALIFORNIA

Registration Card

Fowler

(Surname)

Robert R.

(Given name or names) (Please type or print name legibly.)

Office address (City).....Beatty Building, Modesto, California.

Street and number.....1024 J

Building and room number.....Beatty Bldg., Room 419-420 (Phone 530)

Residence address (City).....130 McHenry Avenue, Modesto, California.

Street and number.....

Signature

R. R. Fowler

(R. R. Fowler)

Date August 12th., 1937.

Days paid	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	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THE STATE BAR OF CALIFORNIA

Apparently wants to be addressed as "R. R. Fowler", 1-19-'33

DATE	PAY'T	RESIDENCE ADDRESS	OFFICE ADDRESS	TELEPHONE	
		130 McHenry Ave. Modesto	1025 J Street Modesto Beaty Bldg. Rms. 419-420 420 Beaty Bldg., Modesto, 1-19-'33	550	
1-15-'40			Central Bldg., (with R.B. Fowler) 910 11th St., Modesto,	558	
3-15-'45			Beaty Bldg., 1024 J St., Modesto,	558	
FAMILY NAME		FIRST NAME	MIDDLE NAME	REG. NO.	6-15-52
FOWLER		ROBERT	R.	3590 5	DECEASED

MM595R1

MEMBER INFORMATION DATA

Print Date: 8/17/93

Member #: 11224

Date of Admission: 9/18/1929 Status: Deceased Effective: 6/12/1985

Name: Robert Butler Fowler

AKA:

Address: 308 Navajo Drive
Salinas CA 93906

Effective: 2/28/1985

Phone:

Effective:

Date of Birth: 6/16/1902

Place of Birth: Madera, CA

Undergrad School: Stanford Univ; Stanford CA

Law School: Univ of Southern California Law Center; Los Angeles CA

11224

ADM: SEPT. 18, 1929

□ □ □ □

THE STATE BAR OF CALIFORNIA

Registration Card

SUPREME COURT — EXAMINATION

Fowler

(Surname)

Robert

(Given names or names)

Butler

(Please type or print name legibly.)

Office address (City) Modesto, Calif.

Street and number J-Street.

Building and room number Beauty Bldg (Phone 509)

Residence address (City) 130 Mc Henry Avenue - Modesto - Calif

Street and number 130 Mc Henry Avenue

Signature

Robert B. Fowler

Date SEP 18 1929

NOTE: Admitted as "Robert B. Fowler". Enrolled as "Robert Butler Fowler".

Year	1927	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	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THE STATE BAR OF CALIFORNIA

To go to Superior Bench on 1-3-61. Retired under Judges Retirement Act as of 5-31-69.

DATE	PAY	RESIDENCE ADDRESS	OFFICE ADDRESS	TELEPHONE	
		150 McHenry Ave. Modesto	J Street Benty Bldg. Modesto	509	
2-27-'35			480 Benty Bldg., Modesto		
1-15-'40		1727 Modesto Ave., Modesto	Central Bldg., (with R.R. Fowler) 910 11th St., Modesto	500	
5-18-'43			Lieut., USNR, Oakland Naval Air Sta., Oakland		
6-16-'48		(Discharged from Navy, 10-6-'45.)	Benty Bldg., (Fowler & Fowler) Modesto	550	
3-25-34			1244 J St. Modesto		
9-5-56			925 12th Street Modesto		
2-9-61			Judge, Superior Court Cowan House, Modesto	740	
6-25-69		532 NORTH OLIVE Modesto 95350			
2-7-74 as of 1-1-74		GT 12-1	INACTIVE		
PALM NAME		FIRST NAME	MIDDLE NAME	ISO. NO.	
19049		ROBERT	BUTLER	11224	5 Stans
FOWLER					

MM595R1

MEMBER INFORMATION DATA

Print Date: 8/17/93

Member #: 3591

Date of Admission: 9/17/1917 Status: Deceased Effective: 3/16/1955

Name: Bellwood C. Hawkins

AKA:

Address: Court House
P.O. Box 786
Modesto CA

Effective: 5/13/1937

Phone:

Effective:

Date of Birth: 9/21/1885

Place of Birth: Hollister, CA

Undergrad School: --> No Information Available

Law School: --> No Information Available

3591

THE STATE BAR OF CALIFORNIA

Registration Card

ADM: SEPT. 17, 1917

THIRD DISTRICT EXAMINATION

☐ ☐ ☐ ☐ ☒
 JUDGE

Hawkins

(Surname)

Bel' 04

C

(Given name or names) (Please type or print name legibly.)

Office address (City) Modesto

Street and number 405 10th St.

United Bank Bldg.

Building and room number Rooms 14 to 20

(Phone 374)

Residence address (City) Modesto

Street and number 1105 14th St.

Signature

J. C. Hawkins

Date August 12th, 1927

Deer paid	1927	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941
Deer paid	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956

Born: Sept. 21, 1885

Hollister

(OVER)

00101

Elected Superior Judge, 11-3-'36. Apparently took office 1-1-'37.

Elected Superior Judge, 11-3-'36. Apparently took office 1-1-'37.

[illegible]

1
2 FOWLER & FOWLER
3 CENTRAL BUILDING
4 910 ELEVENTH STREET
5 MODESTO, CALIFORNIA
6 TELEPHONE: 558

7
8 Attorneys for Joe Gallo,
9 Jr., a Minor.

June 30,
1941

W. H. Fowler
Attorney

14

10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
11 IN AND FOR THE COUNTY OF STANISLAUS.

12 ---00000000---

13 In the Matter of the Estate and
14 Guardianship of

No. 5207

15 JOE GALLO JR.,
16 A Minor.

* OBJECTIONS TO FIRST AND FINAL
* ACCOUNT.

17 Comes now the above named Joe Gallo Jr., by and through
18 his attorneys, Fowler & Fowler, on this 30th day of June, 1941,
19 that being the time heretofore fixed for hearing First and Final
20 Account of Ernest Gallo and Julio H. Gallo, guardians of the
21 person and estate of Joe Gallo Jr., (a minor), and objects to
22 the allowance and approval thereof for the following reason:

23 That said Joe Gallo Jr. is informed and believes and
24 therefore upon information and belief alleges that in addition to
25 the sum of \$14,812.83 owing by E. & J. Gallo Winery to said Joe
26 Gallo Jr., set out on page 3 of said First and Final Account of said
27 Guardians, said Joe Gallo Jr. is entitled to the further sum of
28 \$25,000.00 as his portion of the profits derived from the operation
29 of said winery, through employment of this objector's funds.

30 WHEREFORE, said Joe Gallo Jr. prays that said account
31 be modified and changed accordingly.

32 Dated this 28th day of June, 1941.

FOWLER & FOWLER
ATTORNEYS AT LAW
MODESTO, CALIFORNIA

Joe Gallo Jr.
Objector.

W. H. Fowler
Attorneys for Joe Gallo Jr.

Due service and receipt of a copy of the foregoing
Objections to First and Final Account is hereby admitted this
____ day of June, 1941.

Attorney for Guardians of
said Estate.

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00107

RICHARD BERBERIAN
605 HAMDEN LANE
MODESTO, CA 95350

12-16-85

Larry DRIVON
DRIVON + BAKERINK
215 N. San Joaquin
Stockton, Ca. 95202

Dear Larry:

This letter shall serve as documentation of my recollection of my trying to obtain my file and those of my mother and father from the Law Offices of Taylor + Taylor.

On 11-4-85 I went to the office of Tom Taylor, Esq. and delivered to his secretary a letter (dated 11-5-85 / I didn't know I'd make it downtown earlier that day) signed by my mother as drafted by me. I informed her it was for her and my late father's legal records from their former attorney (as well as my records). A copy of the letter is enclosed. I believe I sent it to you already, however. Anyway, I called his secretary a few times asking about the progress being made and nothing had been done. Shortly before Thanksgiving I got ahold of Tom Taylor himself and he told me what "a pain in the butt" it was to type up the receipt for the items. He said he would be away during Thanksgiving but would get to it when he came back. I heard nothing from him, however, and called his secretary. She didn't have any information. So on Friday, December 13th I called his secretary and asked for a definite date that I could pick it up and she said Mr. Taylor was out to lunch and would ask him when he got back. I called her later in the afternoon and she said they were working on it right then and Mr. Taylor would call me. I stressed that I wanted everything in my family's file. I didn't request my sister's file! I had no right to.

Well, he didn't call me, though I could have missed his call because I was out part of the time. His secretary told me when I called again that he'd call me today, Monday. At about 10:20 he did call me and said he had the file for me and said he wanted to be there when I picked it up. I asked why and he said that he just wanted to. I've picked other things up from his