

FILED
San Francisco County Superior Court

JUL 10 1986

DONALD W. DICKINSON, Clerk

Richard Berberian
Deputy Clerk

**DOCUMENT FILED,
BUT NOT ENTERED
IN REGISTER OF
ACTIONS**

1 RICHARD BERBERIAN
2 605 Hamden Lane
3 Modesto, CA 95350
4 Telephone: (209) 577-1555

5 In Propria Persona

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

9 ---oOo---

10 RICHARD BERBERIAN,)
11)
12 Plaintiff,)
13 vs.)
14 WELLS FARGO BANK, et al.,)
15 Defendants.)

NO. 813484

DECLARATION OF
RICHARD BERBERIAN
IN OPPOSITION TO
MOTION TO WITHDRAW
AS ATTORNEY OF RECORD

*6/20/86
Dept. 14
9:30 AM*

16 I, RICHARD BERBERIAN, declare:

17 I am the Plaintiff in the above-entitled action.

18 I contacted an attorney by the name of Rudy Bilawski of
19 Stockton, California, concerning the subject matter of the
20 within action and was referred to Laurence E. Drivon. I first
21 met with Mr. Drivon concerning this matter on or about the 17th
22 of June, 1983, at which time I conferred with him for approximately
23 three hours. Thereafter I again met with him on or about the
24 8th of July, 1983, at which time Mr. Bilawski was also present,
25 and a further conference of approximately three hours was had.
26

1 At the conclusion of that conference I entered into a contract
2 with the firm of Belli, Drivon & Bakerink to represent me in
3 this case. A copy of that contract is marked Exhibit "A" appended
4 and incorporated herein by reference.

5 I have fully complied with all of the provisions of
6 that foregoing contract. If the case is complex, the circumstances
7 of the facts were made known to Mr. Drivon before he undertook
8 my representation. If it required resources, this would have been
9 known to Mr. Drivon before he undertook my representation. I
10 have no knowledge as to any expectations that I have with reference
11 to this case which were not made known to Mr. Drivon prior to
12 the time he undertook my representation.

13 I have reviewed the provisions of ~~Supervision (C)~~
14 Rule 2-111 of the State Bar Rules of Professional Conduct and
15 I state without qualification the following:
16



17 1. I have never insisted in presenting a claim or
18 defense in connection with this case which is untrue.

19 2. I have never insisted my attorney pursue any parti-
20 cular course of conduct.

21 3. I know of nothing which I have done which would
22 make it difficult for my attorney to effectively carry out his
23 employment.

24 4. I have always been cooperative with my attorney.
25
26

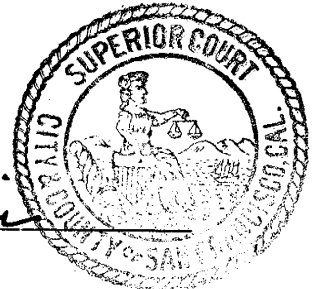
1 5. I know of no good cause for my attorney to withdraw.

2
3 I note an assertion by Mr. Drivon that Mr. Bilawski
4 was to assist with the case. Of my knowledge Mr. Bilawski was
5 also to prepare interrogatories. He did this long ago.

6 I have conferred with fourteen other counsel con-
7 cerning this case but I have not found anyone who was interested
8 in handling my case. One reason relates to a possible statute
9 of limitations problem and the second reason relates to the
10 status of discovery. Mr. Drivon told me long ago that he would
11 take the deposition of Haig Berberian but this has never been
12 done. Neither have other depositions been accomplished.

13
14 WHEREFORE Declarant prays that the Motion Of Counsel
15 To Withdraw As Attorney of Record be denied.

16
17
18 *Richard Berberian*
19 RICHARD BERBERIAN



THORIZATION AND AGREEMENT

IT IS HEREBY AGREED by and between the undersigned and me LAW OFFICES OF BELLI, DRIVON & BAKERINK, that said attorneys shall represent the undersigned in prosecuting a claim Against Wells Fargo Bank & others

IT IS FURTHER AGREED:

I. That the LAW OFFICES OF BELLI, DRIVON & BAKERINK shall advance all costs incurred in the investigation and prosecution of said claim. Said costs shall be paid back to the LAW OFFICES OF BELLI, DRIVON & BAKERINK from client's part of the recovery. The attorney is to receive the percentage of the recovery before any deduction for disbursements and costs incurred.

II. That no settlement can be made without the consent of the parties hereto.

III. THE ATTORNEY'S FEE IN A CLAIM FOR DAMAGES CASE SUCH AS THIS, IS NOT SET BY LAW, BUT IS NEGOTIABLE BETWEEN ATTORNEY AND CLIENT. The undersigned and the LAW OFFICES OF BELLI, DRIVON & BAKERINK have agreed that the attorney's fee shall be 40 per cent of any sum recovered if the matter is settled before service of process is effected on any defendant, or 45 per cent of any sum recovered if the matter is settled before a trial setting conference and 50 per cent if settled thereafter or tried.

IV. That the above fee covers ONLY the handling of the client claim as described above. Any other matters handled by the attorney for the client are NOT, included in the above fee. It is understood that attorneys are undertaking this case under a continuing investigation and that if said attorneys ever make a good faith determination that liability in this case is not reasonably clear, then said attorneys may withdraw from said case, at which time no attorneys' fees would be due and payable, and said attorneys would waive any right to reimbursement of costs that they had advanced on behalf of client(s).

It is agreed that if a settlement offer is tendered in the case by defendant, and the attorneys believe in good faith that it should be accepted and communicate this to client and client does not agree to the settlement offer, the attorneys may require the client to immediately advance the reasonable costs of trial in the case. In the event client refuses to accept a reasonable settlement offer and refuses to advance costs, client hereby agrees to permit attorneys to withdraw from said case and client promises to reimburse said attorneys for any court costs advanced on behalf of client.

V. That the undersigned does hereby assign to the LAW OFFICES OF BELLI, DRIVON & BAKERINK a lien upon any settlement, award, or judgment as security for its fees and costs.

VI. The LAW OFFICES OF BELLI, DRIVON & BAKERINK shall have the right to hire or associate other counsel at no additional cost to client.

VII. IN THE EVENT THERE IS NO MONEY RECOVERED ON SAID CLAIM, THE LAW OFFICES OF BELLI, DRIVON & BAKERINK SHALL RECEIVE NOTHING FOR ITS SERVICES. RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED.

DATED: 7/8/83

Richard C. Berken
SIGNATURE

SIGNATURE

BY: [Signature]

LAW OFFICES OF
BELLI, DRIVON & BAKERINK