

**COPY OF THE TRANSCRIPT OF HEARING ON THE DEFENDANTS MOTION TO
ENFORCE SETTLEMENT, HELD ON SEPTEMBER 5, 1991**

IN THE DISTRICT COURT OF APPEALS OF THE STATE OF CALIFORNIA
IN AND FOR THE FIRST APPELLATE DISTRICT

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IN THE MATTER OF:

WALE O. OSISO,

PLAINTIFF/APPELLANT

VS.

CASE NO. 819881-5

HOUSING RESOURCES MANAGEMENT,
INC., ACROM I., LTD., ACROM II.,
LTD., AND PROSTAFF SECURITY
SERVICES, INC.,

DEFENDANTS/RESPONDENTS.

REPORTER'S TRANSCRIPT ON APPEAL

FROM THE JUDGMENT OF THE SUPERIOR COURT

OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

BEFORE THE HONORABLE JOHN SUTTER, JUDGE

COPY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA
BEFORE THE HONORABLE JOHN SUTTER
DEPARTMENT NO. 18

---000---

IN THE MATTER OF:

WALE O. OSIJO,

PLAINTIFF/APPELLANT,

VS.

CASE NO. 649881-5

HOUSING RESOURCES MANAGEMENT,
INC., ACORN I., LTD., ACORN II.,
LTD., AND PROSTAFF SECURITY
SERVICES, INC.,

DEFENDANTS/RESPONDENTS.

REPORTER'S TRANSCRIPT OF PROCEEDINGS

SEPTEMBER 3, 1991

1221 OAK STREET, OAKLAND, CALIFORNIA
(ADMINISTRATION BUILDING)

APPEARANCES (SEE INDEX)

APPEARANCES:

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FOR THE PLAINTIFF/APPELLANT: WALE O. OSIJO
 4516 E. BELMONT AVENUE
 FRESNO, CA 93702

GEORGIA ANN MICHELL
 ATTORNEY AT LAW

FOR THE DEFENDANTS/RESPONDENTS: DAVID PINELLI
 ATTORNEY AT LAW
 P.O. BOX 119
 OAKLAND, CA 94604

DAVID A. KAISER
 ATTORNEY AT LAW
 400 OYSTER POINT BOULEVARD
 WING C, SUITE 504
 S. SAN FRANCISCO, CA 94188

1 SEPTEMBER 5, 1991; MORNING SESSION

2 ---000---

3 P R O C E E D I N G S

4 THE COURT: ALL RIGHT. LINE 50, OSIJO VERSUS THE
5 CITY OF OAKLAND.

6 MR. PINELLI: GOOD MORNING. DAVID PINELLI ON
7 BEHALF OF THE MOVING DEFENDANTS; THAT WOULD BE HOUSING
8 RESOURCES MANAGEMENT, FILBERT ONE AND FILBERT TWO.

9 MS. MICHELL: GEORGIA MICHELL APPEARING FOR
10 PLAINTIFF WITH MR. WALE OSIJO.

11 MR. OSIJO: I'M WITH MYSELF.

12 MR. KAISER: DAVID KAISER FOR INTERVENOR
13 DEPARTMENT OF INVESTIGATOR RELATIONS.

14 THE COURT: WELL, AS I UNDERSTAND IT, WE HAD A
15 SETTLEMENT HERE AND THEN MR. OSIJO CHANGED HIS MIND.

16 MR. OSIJO: THAT'S CORRECT, YOUR HONOR.

17 MR. PINELLI: YOUR HONOR, I HAVE A COPY OF THE --
18 OF THE ORIGINAL SETTLEMENT AGREEMENT WHICH I BROUGHT WITH ME.
19 I WAS SOMEWHAT HESITANT TO FILE IT WITH THE MOVING PAPERS. I
20 THINK IT PROBABLY SHOULD BE PART OF --

21 THE COURT: SHOW IT TO COUNSEL AND IF THERE IS NO
22 OBJECTION, I'LL TAKE A LOOK AT IT.

23 MR. OSIJO: I HAVE SEEN IT, SIR.

24 THE COURT: IS IT SIGNED BY MR. OSIJO?

25 MS. MICHELL: YES, IT IS, YOUR HONOR. IT'S ALSO
26 SIGNED BY ALL OF US.

27 MR. PINELLI: AND JUDGE CAMPALAGO.

28 THE COURT: WELL, MR. OSIJO, PERHAPS I SHOULD

1 EXPLAIN THAT COURTS ENCOURAGE SETTLEMENTS AND WHEN PARTIES
 2 ENTER INTO SETTLEMENTS, IT HAS CERTAIN EFFECTS. IT AFFECTS
 3 ALL THE PARTIES, THE COURT SYSTEM. WE -- PEOPLE MAKE
 4 COMMITMENTS BASED ON A SETTLEMENT. A SETTLEMENT IS A CONTRACT
 5 AND THE LAW PROVIDES THAT THAT CONTRACT CAN BE ENFORCED BY A
 6 MOTION LIKE THIS. APPARENTLY YOU UNDERSTOOD IT. YOU AGREED
 7 TO IT.

8 MR. OSIJO: NO, NO, HUH-UH. THAT'S THE REASON I'M
 9 HERE THIS MORNING. I DID NOT VOLUNTEER FOR IT AND I KNEW
 10 NOTHING ABOUT IT. NOR WAS I INFORMED OF THAT SETTLEMENT
 11 CONFERENCE BY MY ATTORNEY. I KNEW NOTHING ABOUT IT.

12 AND WHEN I RECEIVED THESE ON TUESDAY, JULY 23RD, IT
 13 SAYS VOLUNTARY SETTLEMENT CONFERENCE. I IMMEDIATELY WROTE MY
 14 ATTORNEY, I HAVE AN EXHIBIT B THERE, TO LET HER KNOW I DID NOT
 15 VOLUNTEER FOR THIS. AND I WAS NOT AWARE OF HER VOLUNTEERED
 16 ANY SUCH THING ON MY BEHALF. AND IF I KNEW, I WOULD NOT HAVE
 17 GONE TO SAN FRANCISCO BECAUSE I WOULD NOT HAVE AGREED WITH IT.
 18 THAT'S COMPROMISING MY OWN POSITION, I WOULDN'T DO THAT.

19 MOREOVER, ON JUNE 16TH THIS SAME YEAR, SHE HAS CALLED
 20 ME EARLIER TO BRING IN THESE SAME \$250,000 AND I SAID NO TO
 21 THAT. SO NOW THE NEXT ALTERNATIVE IS TO LOOK FOR A
 22 CONFERENCE. I KNEW NOTHING ABOUT IT. I WAS TOLD TO GO THERE.
 23 I WAS TO BE THERE. WHAT'S THE PENALTY IF I DON'T DO THAT?

24 NOW, AFTER ALL THAT'S SAID AND DONE, THERE IS A COPY OF
 25 THE CONTRACT. LET ME GO OUT AND READ IT AND UNDERSTAND IT, AT
 26 LEAST GIVE ME 24 HOURS. THEY SAID NO. YOU SEEN IT THERE OR
 27 YOU LEAVE IT HERE OR YOU DON'T SIGN THIS AND GO.

28 EVERYONE OF THEM, WITH EXCLUSION OF MR. KAISER --

1 MISS MICHELL, MR. PINELLI, MR. CAMPALAGO AND THE INSURANCE
 2 MAN -- THEY WERE ALL ON ME. I DID NOT HAVE EVEN 20 MINUTES TO
 3 MYSELF TO COMPREHEND, UNDERSTAND WHAT'S GOING ON. AND AT
 4 LEAST LET ME KNOW. WHEN I HAVE FOUR PEOPLE I THINK THAT IS
 5 GOOD, EVERYONE GOING IN THE SAME DIRECTION.

6 AND ALL THE WHILE I STILL HAD THE IMPRESSION THAT THE
 7 CONFERENCE WAS REQUESTED BY MR. PINELLI AND HIS CLIENT. THAT
 8 WAS MY IMPRESSION. IT WAS THE REASON I HAD IT IN WRITING AND
 9 I FAKED IT SO THAT THEY WOULDN'T SAY IT WAS NOT RECEIVED OR
 10 SOMETHING WAS WRONG. I HAD IT DONE IN WRITING AND LET THEM
 11 KNOW. I DID NOT REQUEST THIS. I AM NOT AWARE OF IT BEING
 12 REQUESTED ON MY BEHALF. IF YOU GIVE ME ONE DAY TO STUDY ALL
 13 THIS AND THE FOLLOWING DAY I HAVE TO BE IN SAN FRANCISCO. I
 14 LIVE IN FRESNO. IF THEY HAD SENT A COPY OF THIS THING TO ME
 15 THAT JUDGMENT, IF I REALLY WANT TO SIGN IT, IT COULD HAVE BEEN
 16 MAILED TO ME THERE; IF I REALLY WANTED TO AGREE WITH IT.

17 THE COURT: WELL, DID YOU SIGN IT?

18 MR. OSIJO: I DID SIGN IT UNDER PRESSURE.

19 THE COURT: DID YOU UNDERSTAND IT?

20 MR. OSIJO: NO, SIR.

21 THE COURT: DID YOU READ IT?

22 MR. OSIJO: I READ IT. I DIDN'T UNDERSTAND IT.

23 EVERYBODY -- I WAS CONFUSED.

24 THE COURT: IT'S A SETTLEMENT OF \$250,000. DID
 25 YOU UNDERSTAND WHAT THAT MEANT?

26 MR. OSIJO: SHE HAS ALREADY SPOKEN TO ME ABOUT
 27 \$250,000 ON JUNE 16. I SAID NO TO IT. AND WHEN THE PARTY
 28 BROUGHT IT UP AGAIN, SHE, MR. PINELLI, MR. CAMPALAGO AND THE

1 INSURANCE MAN, THE INSURANCE MAN TOLD ME THAT HE WAS THE ONE
2 THAT REQUESTED THE CONFERENCE AND PAID FOR IT.

3 THE COURT: WHAT IS YOUR OBJECTION TO THE
4 SETTLEMENT?

5 MR. OSIJO: MY OBJECTION: I DID NOT AGREE WITH
6 THE SETTLEMENT FIGURE. I WOULD NOT HAVE SIGNED THAT
7 SETTLEMENT IF I WAS TOLD, OR IF I WAS GIVEN THE OPPORTUNITY TO
8 GO ON MY OWN AT LEAST 24 HOURS AND COMPREHEND. I KNOW WHAT'S
9 GOING ON. 24 HOURS I WOULD REFUSE IT. EVEN IF I STEP OUT AND
10 BE MYSELF WITH IT, I WOULD HAVE REFUSED IT AND THAT'S WHAT I
11 DID THE FOLLOWING MORNING AT 9:00 O'CLOCK. I CALLED TO LET
12 THEM ALL KNOW I AM REFUSING IT.

13 MR. PINELLI: YOUR HONOR --

14 THE COURT: LET ME CLARIFY ONE THING. DID YOU
15 READ THIS BEFORE YOU SIGNED IT?

16 MR. OSIJO: YOUR HONOR, I READ IT LIKE I TOLD YOU
17 EARLIER. I HAVE FOUR PEOPLE TAKING TURNS ON ME CONFUSING ME.
18 I READ IT. I COULD NOT COMPREHEND IT AND I WAS NOT GIVEN TIME
19 TO BE ON MY OWN TO UNDERSTAND WHAT'S GOING ON.

20 THE COURT: IS YOUR OBJECTION TO THE AMOUNT OR THE
21 FACT THAT YOU WANTED TO HAVE A TRIAL AND TELL YOUR STORY TO
22 THE JURY?

23 MR. OSIJO: THANK YOU. GOOD QUESTION. TO THE
24 AMOUNT.

25 THE COURT: ALL RIGHT. WELL, LET'S HEAR FROM -- I
26 DON'T KNOW WHETHER PLAINTIFF'S COUNSEL WANTS TO SAY ANYTHING.
27 DO YOU WANT TO COMMENT?

28 MR. PINELLI: YOU HONOR, LET ME -- I THINK I

1 SHOULD SPEAK FIRST. FIRST OF ALL, THE CONFERENCE ITSELF WAS
2 PAID BY MY PRINCIPAL. HOWEVER, THE REQUESTING FOR THE
3 CONFERENCE EMANATED FROM MISS MICHELL'S OFFICE. WITH
4 REFERENCE TO THAT \$250,000 FIGURE GIVEN BACK IN JUNE, THAT'S
5 NOT TRUE. I NEVER HAD THAT KIND OF AUTHORITY BACK IN JUNE.
6 THAT'S NUMBER ONE.

7 NUMBER TWO, I THINK THE COURT SHOULD BE AWARE THAT
8 MR. OSIJO IS AN EXPERIENCED LITIGATOR. HE'S REPRESENTED
9 HIMSELF IN SEVERAL LAWSUITS. HE REPRESENTED HIMSELF IN A
10 WRONGFUL TERMINATION LAWSUIT WHEREIN HE SETTLED THE CASE BY
11 HIMSELF. HE WAS A PRO PER IN THIS CASE. I THINK YOU CAN SEE
12 BY THE SIZE OF THE COURT FILE, HE BROUGHT A NUMBER OF
13 DIFFERENT MOTIONS BEFORE DEPARTMENT 19 AND BEFORE JUDGE
14 AGRETELIS.

15 MORE IMPORTANTLY, HOWEVER, IS THAT HE HAD CONVERSATIONS
16 WITH MISS MICHELL DURING THE ENTIRE COURSE OF THAT DAY. WE
17 SPENT THE ENTIRE DAY IN FRONT OF JUDGE CAMPALAGO. WHEN THE
18 TERMS WERE AGREED TO THE SETTLEMENT, AN AGREEMENT WAS DRAFTED
19 UP. MR. OSIJO READ THAT AGREEMENT AND JUDGE CAMPALAGO WENT
20 THROUGH IT WITH HIM POINT BY POINT.

21 THE COURT: WAS THERE A RECORD?

22 MR. OSIJO: NO.

23 MR. PINELLI: NO. THAT WAS REACHED, YOUR HONOR,
24 AT ABOUT 7:30 AT NIGHT. AND JUDGE CAMPALAGO -- I KNOW THIS IS
25 HEARSAY, BUT WE DID REQUEST JUDGE CAMPALAGO TO GIVE US A
26 DECLARATION TO SUBSTANTIATE WHAT I JUST REPRESENTED TO THE
27 COURT. HE HAD A DECLARATION TYPED UP AND THEN WAS INFORMED BY
28 HIS SECRETARY THAT J.A.M.S. POLICY IS NOT TO ALLOW THEIR

1 JUDGES TO GIVE DECLARATIONS. JUDGE CAMPALAGO CONFIRMED THAT
2 WITH JUDGE FANNON AND THAT'S WHY THERE'S NO DECLARATION FROM
3 JUDGE CAMPALAGO.

4 BUT FOR MR. OSIJO TO STAND BEFORE THIS COURT TODAY AND
5 TELL THE COURT THAT HE DIDN'T UNDERSTAND IN ANY OF THE
6 PROVISIONS IN THIS ENFORCEMENT DURING THIS AGREEMENT, IS JUST
7 NOT TRUE.

8 MR. OSIJO: THAT'S NOT MY POINT, MR. PINELLI. CAN
9 I RESPOND TO THAT?

10 THE COURT: WE'LL HEAR FROM OTHERS AND YOU CAN
11 RESPOND FROM -- TO ALL OF THEM.

12 MR. PINELLI: MR. OSIJO HAS INDICATED THROUGHOUT
13 THE LAWSUIT THAT THE MONEY DIDN'T MATTER TO HIM AT DIFFERENT
14 POINTS AND WE'D ASKED HIM, "WHAT DOES MATTER TO YOU?" "WELL,
15 I WANT TO TELL MY STORY." WELL, HE ALSO HAD AN OPPORTUNITY TO
16 DO THAT IN FRONT OF JUDGE CAMPALAGO AND THE REST OF US. WE
17 WEREN'T POUNDING ON MR. OSIJO. IN FACT, THE PRICE THAT WAS
18 PAID IS AN EXTREMELY FAIR PRICE AND WE ALL AGREED, INCLUDING
19 MR. OSIJO AT DINNER THAT NIGHT, THAT THIS WAS THE BEST THING
20 FOR HIM TO GET THIS LAWSUIT BEHIND HIM.

21 AT MR. OSIJO'S REQUEST HE INVITED ME OUT TO DINNER
22 ALONG WITH HIS ATTORNEY AND MR. KAISER. WE DID GO OUT TO
23 DINNER. MR. OSIJO WAS INCREDIBLY HAPPY WITH THE RESULT AND
24 NUMEROUS TIMES EXPRESSED HIS GRATITUDE IN GETTING THIS
25 LITIGATION BEHIND HIM. AND I WAS SHOCKED THE NEXT DAY WHEN I
26 WAS INFORMED BY MISS MICHELL THAT HE DID NOT WANT TO GO
27 THROUGH WITH THE AGREEMENT. IT JUST --

28 THE COURT: OKAY. YOU'VE MADE THAT POINT IN YOUR

1 PAPERS. ANYTHING YOU WANT TO ADD, MR. KAISER?

2 MR. KAISER: WELL, I WOULD ADD TWO POINTS. THE
3 FIRST, I TAKE EXCEPTION TO ITEM 90, MR. OSIJO'S DECLARATION.
4 MR. OSIJO NEEDS THIS COURT TO BELIEVE THAT SOMEHOW THE
5 DEPARTMENT OF INDUSTRIAL RELATIONS WENT BACK ON THEIR PROMISE
6 TO WITHDRAW THE OBJECTION TO HIS PETITION TO THE WORKERS' COMP
7 BENEFITS. IN ORDER FOR THAT TO BE TRUE, THE WORKERS' COMP
8 COMPUTATION HEARING WOULD HAVE HAD TO OCCUR AFTER THE JULY
9 25TH J.A.M.S. TALK. HOWEVER, IT OCCURRED THREE WEEKS BEFORE
10 AND THE DECISION, AS HE POINTS OUT IN HIS DECLARATION, ISSUED
11 THE VERY DAY WE WERE THERE, JULY 25TH.

12 IT WOULD HAVE BEEN VERY DIFFICULT TO WITHDRAW AN
13 OBJECTION FROM A DECISION THAT WAS BEING MAILED THAT VERY DAY.
14 BUT NONETHELESS, WE DID INTEND TO WITHDRAW OUR OBJECTION.
15 HOWEVER, TWO DAYS AFTER JULY 25TH, MR. OSIJO CALLED OUR OFFICE
16 AND SAID ESSENTIALLY TO LEAVE HIS COMPENSATION BENEFITS AS
17 THEY WERE AND THAT'S WHAT WE DID.

18 NOW, APPARENTLY HE'S CHANGED HIS MIND AGAIN ON THIS AND
19 IF SO, WE'D BE HAPPY TO WITHDRAW OUR OBJECTION AT THIS POINT.
20 IT DOES NOT MATTER TO US ONE WAY OR THE OTHER. THE JUDGE
21 RULED --

22 THE COURT: WHAT DOESN'T MATTER TO YOU? WHAT'S
23 SETTLED OR NOT?

24 MR. KAISER: WHETHER THE WORKERS' COMPENSATION
25 BENEFITS ARE COMMUTED OR NOT DOES NOT MATTER TO US. WE WILL
26 WITHDRAW THE OBJECTION AS I PROMISED ALL ALONG. HE HAS MADE
27 IT APPEAR THAT WE'VE GONE BACK ON THAT PROMISE. I DO OBJECT
28 TO THE CHARACTERIZATION.

1 THE SECOND POINT, I WOULD CONCUR WITH MR. PINELLI,
2 MR. OSIJO REPEATEDLY HAD SAID AT DINNER HOW PLEASED HE WAS
3 WITH MISS MICHELL'S REPRESENTATION AND THE SETTLEMENT AND I
4 DON'T -- HE REPEATEDLY SAID THAT. I DON'T KNOW WHAT ELSE TO
5 SAY.

6 THE COURT: MISS MICHELL, ANYTHING YOU WANT TO
7 SAY?

8 MS. MICHELL: ONE THING MR. KAISER DIDN'T ADD
9 JUDGE HAM, THE APPEALS BOARD JUDGE, HIS DECISION TO NOT
10 COMMUTE MR. OSIJO'S BENEFITS WAS WITHOUT PREJUDICE AND HE EVEN
11 SAID IN HIS LENGTHY ORDER THAT MR. OSIJO IS FREE TO BRING THE
12 MOTION AGAIN WHEN HE CAN MAKE A PROPER SHOWING OF NEED
13 NECESSARY FOR THE COMMUTATION.

14 ADDITIONALLY, YOUR HONOR, WHICH NO ONE HAS MENTIONED,
15 IS WHEN MR. OSIJO CAME INTO THE ROOM WITH ALL OF US ATTORNEYS
16 WHEN WE BASICALLY HAMMERED OUT THE AGREEMENT THAT I HAD BEEN
17 SHUTTLEING DOWN THE HALL AND TALKING TO MR. OSIJO. BUT MR.
18 OSIJO READ THE DOCUMENT AND THEN SAID THAT HE DIDN'T AGREE
19 WITH IT.

20 THE COURT: HE DIDN'T?

21 MS. MICHELL: HE DIDN'T AGREE WITH IT BECAUSE HE
22 WANTED \$300,000 AND THIS WAS DEBATED AND THEN IT WAS MADE
23 PRETTY CLEAR TO HIM THERE WASN'T GOING TO BE \$300,000 AND HE
24 AGREED TO THE \$250,000 AND THEN HE SIGNED IT. AND I MEAN, WE
25 HAD A VERY LENGTHY DISCUSSION AND JUDGE CAMPALAGO WENT THROUGH
26 POINT BY POINT WHAT WAS HAPPENING TO MR. OSIJO IN FRONT OF ALL
27 OF US AND WE ALL CHIMED IN.

28 THE OTHER THING IS, THAT THE JUNE 16TH DISCUSSION I HAD

1 WITH MR. OSIJO WAS NOT AN OFFER FROM MR. PINELLI, IT WAS ME
2 CALLING THE CLIENT SAYING WE'RE HAVING THESE SETTLEMENT
3 DISCUSSIONS. THEY'RE INDICATING TO ME THEY'RE IN THE HUNDREDS
4 OF DOLLARS RANGE. THEY'RE NOT AT THE \$500 OFFER. THEY'RE
5 TALKING AT -- REAL MONEY. YOU DON'T HAVE A TWO AND A HALF
6 MILLION DOLLAR INJURY. I CAN'T PROVE THAT UP TO A JURY. WE
7 HAVE TO GET REAL WHERE WE'RE GOING TO BE. I ASKED HIM TO GIVE
8 ME HIS BEST SHOT. I WAS TRYING TO GET HIM DOWN TO 250,000. I
9 THOUGHT THAT WAS A LOW SIDE OF A FAIR SETTLEMENT. AND SO THAT
10 WASN'T AN OFFER THAT TIME. WE ACTUALLY DIDN'T GET THE 250,000
11 UNTIL THE DAY AT J.A.M.S. PRIOR TO THAT, MR. PINELLI HAD
12 OFFERED A HUNDRED SEVENTY-FIVE THOUSAND.

13 MR. PINELLI: A HUNDRED THIRTY-FIVE AND I HAD
14 GIVEN INDICATION THAT MY CLIENT WOULD PROBABLY SETTLE IN THE
15 RANGE OF 175 TO 200. WHEN WE WENT TO THE J.A.M.S., YOUR
16 HONOR, WE DIDN'T HAVE 250 AUTHORITY, WE HAD 200, WE HAD TO GET
17 THE ADDITIONAL THOUSAND.

18 THE COURT: OKAY. WELL, I THINK WE HAVE TO MOVE
19 ON.

20 MR. OSIJO, YOU WANTED TO RESPOND TO SOMETHING?

21 MR. OSIJO: YES, SIR. THE POINT STILL REMAINS. I
22 WAS NOT AWARE BECAUSE IF I KNEW THAT THEY -- THAT JUDICIAL
23 ARBITRATION MITIGATION -- JUDICIAL ARBITRATION IS SOMETHING
24 CORROBORATED -- WAS REQUESTED BY MY ATTORNEY I WOULDN'T GO.
25 THAT PUTS ME IN A COMPROMISING POSITION AND THAT PUTS ME IN
26 THE NEIGHBORHOOD I'M NOT HAPPY ABOUT. I MUST BE IN SAN
27 FRANCISCO AND I KNEW ONE WAY OR THE OTHER IT'S NOT A PLACE FOR
28 ME.

1 NUMBER TWO, IF ONLY I HAD STEPPED OUT OF THE ROOM FOR
2 AT LEAST 20 MINUTES OR 30 MINUTES OR ONE HOUR, LEAVE ME ALONE
3 TO MYSELF, LET ME THINK BY MYSELF. WHEN I HAVE FOUR PEOPLE ON
4 TOP OF ME AND THEY SAID -- AT FIRST I SAID THAT'S ALL RIGHT.
5 SURRENDER. MR. PINELLI, CAN'T SETTLE. "YOU ACCEPT IT?"
6 "NO." "LET ME KNOW." HE BROUGHT OUT THE PIECE OF PAPER,
7 "READ IT." WHAT CAN I -- I WAS CONFUSED. I HAVE FOUR
8 PEOPLE -- NOW, IF THINGS WERE TO WORK OUT, SHE OUGHT TO BE ON
9 MY SIDE, AT LEAST THAT'S WHAT WE AGREED BETWEEN THE TWO OF US.
10 AND IF I SAID NO, IF WE'RE GOING TO DISAGREE, WE DISAGREE
11 OUTSIDE. IF WE WANT TO DO ANYTHING -- SHE WAS WITH THE REST
12 OF THEM AND I HAVE FOUR PEOPLE, EVEN THE ONE WHO IS SUPPOSED
13 TO BE ON MY SIDE ON ME. I SAID I SURRENDER.

14 THEY SAID, "NO, YOU CAN'T SURRENDER, YOU HAVE TO ACCEPT
15 IT." I SAID, "ACCEPT IT? LET ME GO READ IT. I WILL
16 UNDERSTAND WHAT'S GOING ON." "NO, YOU CAN'T STEP OUT OF THIS
17 ROOM WITH IT IF IT'S NOT SIGNED."

18 THE COURT: DID YOU GO TO DINNER?

19 MR. OSIJO: THANK YOU.

20 THE COURT: TAKE EVERYBODY TO DINNER?

21 MS. MICHELL: NO, WE TOOK HIM TO DINNER.

22 THE COURT: REGARDLESS OF WHO WENT TO DINNER --

23 MR. OSIJO: MR. PINELLI PAID FOR THE DINNER. I

24 PAID FOR THE BAR TAP.

25 THE COURT: DID YOU DISCUSS PLEASURE WITH THE
26 AGREEMENT?

27 MR. OSIJO: WHAT THEY SAY WAS TRUE. I WAS UNDER
28 THE IMPRESSION THAT IT WAS MR. PINELLI AND HIS CLIENTS BEHIND

1 ALL THE ARBITRATION AND EVERYTHING. I DID NOT KNOW MY
2 POSITION WAS ALREADY BEING COMPROMISED. MY IMPRESSION,
3 REMEMBER YOU'RE -- THE INSURANCE MAN TOLD ME RIGHT IN FRONT OF
4 EVERYBODY THAT HE WAS THE ONE THAT REQUESTED THIS
5 ARBITRATION. HE'S THE ONE PAYING FOR IT.

6 MS. MICHELL: HE DID.

7 MR. OSIJO: AND, OF COURSE, WHEN THE MAN, I TOOK
8 HIM TO DINNER, TOO, IN FRESNO, THE INSURANCE MAN.

9 THE COURT: I WANT TO REREAD MR. OSIJO'S PAPERS
10 AND THE MATTER WILL STAND SUBMITTED AND WE WILL ADVISE YOU BY
11 MAIL.

12 MR. OSIJO: THANK YOU, YOUR HONOR.

13 THE COURT: MR. OSIJO, YOU SHOULDN'T FEEL, EVEN IF
14 YOUR ATTORNEY REQUESTED THE SETTLEMENT CONFERENCE -- I DON'T
15 KNOW IF SHE DID OR NOT -- SOMEHOW THAT'S NOT IN YOUR BEST
16 INTEREST. WE OFTEN HAVE SETTLEMENT CONFERENCES AND THE CASE
17 GETS SETTLED. SOMETIMES THE ONLY TIME -- IN THE CASE
18 ACCORDING TO MR. PINELLI, THE SETTLEMENT CONFERENCE, IN
19 EFFECT, FORCED HIS PEOPLE TO COME UP WITH SOME MORE MONEY. SO
20 OFTENTIMES PLAINTIFF'S ATTORNEYS WILL SET A SETTLEMENT
21 CONFERENCE AND IT'S ACTUALLY TO THE GREAT BENEFIT OF THE
22 PLAINTIFF. NOW, YOU MAY NOT LIKE THE FINAL AGREEMENT.

23 MR. OSIJO: I HAVE NO PROBLEM WITH THAT EXCEPT I
24 WAS KEPT OUT.

25 THE COURT: I SEE.

26 MR. OSIJO: KEPT OUT, NO INFORMATION, NO DECISION
27 OF MYSELF.

28 MR. PINELLI: I SHOULD POINT OUT ONE LAST THING.

1 I DO WANT TO ADDRESS THAT POINT. MR. OSIJO NEVER ASKED FOR
2 TIME ALONE AT THAT CONFERENCE. IN FACT, IT'S THE EXACT
3 OPPOSITE.

4 THE COURT: WE WILL HAVE TO GO ON AND I WANT TO
5 REREAD HIS DECLARATION. WE'LL ADVISE YOU BY MAIL.

6 MR. OSIJO: THANK YOU, SIR.

7 (WHEREUPON PROCEEDINGS WERE CONCLUDED.)
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1 STATE OF CALIFORNIA)
2 COUNTY OF ALAMEDA)SS

(OSIJO V. CITY OF OAKLAND)
CASE NO. 649881-6

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4
5 I, SHIRLEY A. WALKER, AN OFFICIAL COURT REPORTER OF THE
6 SUPERIOR COURT OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA,
7 DO HEREBY CERTIFY THAT I CORRECTLY REPORTED THE
8 WITHIN-ENTITLED MATTER AND THAT THE FOREGOING IS A FULL, TRUE
9 AND CORRECT TRANSCRIPTION OF MY SHORTHAND NOTES OF THE
10 TESTIMONY AND OTHER ORAL PROCEEDINGS HAD IN THE SAID MATTER.

11
12 DATED THIS 22ND DAY OF NOVEMBER, 1991; OAKLAND,
13 CALIFORNIA

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21 SHIRLEY A. WALKER, C.S.R. #2449
22 OFFICIAL REPORTER
23
24
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**COPY OF NOTICE OF TERMINATION OF ATTORNEY MICHELL-LANGSAM DATED
SEPTEMBER 19, 1991**

1 Wale O. Osijo
2 4516 E. Belmont Avenue,
3 Fresno, California 93702
4 Telephone: (209) 255-8935
5 Plaintiff/Appellant, Pro Se

FILED

OCT 10 1991

Court of Appeal - First App. Dist.
RON D. DARROW

By _____
DEPUTY

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

9 Wale O. Osijo,
10 Plaintiff/Appellant

} Alameda County Court Case No.: 549881-6
} First Appellate District No.:

11 Vs.

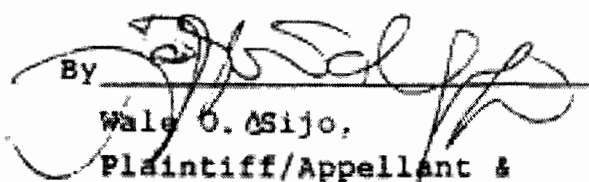
} SUBSTITUTION OF ATTORNEY

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

16 Be it known to Alameda County Court Clerk and the Defendants
17 and The Department of Industrial Relations (as the intervenor in
18 this action), that effective September 5, 1991, Ms. Georgia Ann
19 Michell no longer represents the Plaintiff in this action.

20 Until another Attorney is found, Plaintiff/Appellant will
21 continue to represent himself IN PROPRIA PERSONA.

22 Dated: 19 September, 1991

23 By 
24 Wale O. Osijo,
25 Plaintiff/Appellant &
26 IN PROPRIA PERSONA

27 **RECEIVED**

28 12-2-91

Rene C. C. Olson, County Clerk
By  Deputy

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**COPY OF ORDER ON DEFENDANTS' MOTION TO ENFORCE SETTLEMENT, FILED
ON OCTOBER 10, 1991**

1 GREGORY D. BROWN, ESQ.
2 DAVID R. PINELLI, ESQ.
3 LARSON & BURNHAM
4 A Professional Corporation
Post Office Box 119
Oakland, California 94604
Telephone: (510) 444-6800

5 Attorneys for Defendants
6 HOUSING RESOURCES MANAGEMENT, INC.,
7 FILBERT I, LTD. and FILBERT II, LTD.

ENDORSED
FILED

OCT 10 1991

RENE C. DAVIDSON, County Clerk
By Donna Center, L. PLTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF ALAMEDA - NORTHERN DIVISION

10 WALE O. OSIJO,

No. 649881-6

11 Plaintiff,

ORDER ON DEFENDANTS' MOTION
FOR ENFORCEMENT OF SETTLEMENT

12 v.

13 HOUSING RESOURCES MANAGEMENT,
14 INC. and PROSTAFF SECURITY
SERVICES, INC.,

15 Defendants.

16 _____
17 Defendants HOUSING RESOURCES MANAGEMENT, INC., FILBERT I,
18 LTD. and FILBERT II, LTD.'s motion for enforcement of
19 settlement came on regularly for hearing by this court on
20 September 5, 1991, David R. Pinelli appearing for the
21 defendants, Georgia Ann Michell appearing for plaintiff, WALE
22 O. OSIJO, and David A. Kizer appearing for intervenor, DIRECTOR
23 OF INDUSTRIAL RELATIONS.

24 After hearing oral argument of counsel and oral argument
25 from plaintiff Mr. Osijo, and after reviewing all the papers
26 filed in this action, and good cause appearing therefore,

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:
2 Defendants' motion for enforcement of settlement is
3 granted.


4 DONE IN OPEN COURT this 5th day of September, 1991, and
5 presented and signed on 10-10-, 1991.

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8
9 **JOHN SUTTER**


10 THE HONORABLE JOHN SUTTER
11 JUDGE OF THE SUPERIOR COURT

12 Approved as to form.

13 DATED: 9/23/91, 1991

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15 
16 GEORGIA ANN MICHELS, ESQ.
17 ATTORNEYS FOR PLAINTIFF
18 WALE O. OSIJO

19 DATED: 10/7/91, 1991

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21 
22 DAVID A. KIZER, ESQ.
23 ATTORNEYS FOR PLAINTIFF-IN-
24 INTERVENTION DIRECTOR OF
25 INDUSTRIAL RELATIONS

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