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April 12, 2004

Mr. Justin W. Schuck
Case Manager
American Arbitration Association
6795 North Palm Avenue, 2nd Floor
Fresno, California 93704

VIA FACSIMILE ONLY:
559/490.1919

RE: Mary Lou Woo, Trustee v. Bobby N. Harmon
Case No. 74 166 00491 03 JUSC

Dear Mr. Schuck:

This letter serves to comment on Mr. Harmon's correspondence dated April 7, 2004, addressed to Mr. Clyde Mark, President of P&C Insurance Co., Inc. ("P&C").

On numerous occasions (at least nine in 2004 alone), Mr Harmon has written to either P&C or Aon Insurance Managers ("Aon") requesting that these companies provide coverage and pay for his share of the fees and costs incident to this arbitration. Thus far, every request has been denied and the reasons for the denials have been clearly set forth in correspondence sent to Mr. Harmon. A copy of the most recent communication, a letter dated March 8, 2004 from Matt Tsukazaki, counsel for P&C and the Kamehameha Schools, is enclosed for your reference.

In his April 7 letter to Mr. Mark, Mr. Harmon again asks the AAA to hold this arbitration proceeding in abeyance until he receives a "legitimate" response to his requests for insurance coverage. As should be obvious from a review of the correspondence, including the enclosed from Mr. Tsukazaki, Mr. Harmon has already received legitimate responses; he simply has not received the response he wants. It is clear that neither P&C nor Aon have any intention whatsoever of involving themselves with Mr. Harmon in this proceeding. As such, we reiterate our position that we do not agree to having the scheduling of any future conferences placed on hold or to further delay this arbitration proceeding.

As the AAA and Mr. Harmon are aware, the Trustee has, to date, advanced virtually all of Mr. Harmon's fees and costs in this matter. Her reason for agreeing to the advances was to avoid Mr. Harmon's ongoing attempts to manipulate these proceedings based on either his alleged inability to afford the incident expenses or his continuous flow of letters to insurance carriers that have expressly told him that there is no insurance coverage. Please proceed with the scheduling of a telephone conference with the arbitrator.

Sincerely,



STEVEN GUTTMAN

cc: Mr. Bobby Harmon (via facsimile only)
Ms. Mary Lou Woo (via facsimile only)
Matt A. Tsukazaki, Esq. (via facsimile only)