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† ADMITTED - CALIF. SD-ED CAL. & D. HAW. 9th CIR. REG. CTS. I

January 3, 2001

Bobby Harmon
 104 E. Grundy Ave.
 Springfield, KY 40069

Re: In re Harmon; Ch. 7 BK Case No. 99-04339

Dear Mr. Harmon:

This letter is submitted in response to your letter dated December 26, 2000.

Please find enclosed a copy of what is Exhibit "5" to the settlement agreement, to wit: the Order Granting Trustee's Motion to Approve Settlement, filed on March 24, 2000. You were served with a copy of this Order, by the Bankruptcy Court on that same date. You will note that Exhibit "A" to the Order (which is Exhibit "5" to the settlement agreement,) is the settlement agreement itself. On page 8 of the settlement agreement, it specifies that "Exhibit 5" is the "Order Approving Settlement, ..."

Now, as to the balance of your inquiry, I have discussed this matter with Greg Dunn, and we are of the opinion that neither of us desires to represent you in the prosecution of any fraud action relating to the settlement. Our engagement agreement with you ("Bankruptcy Contract"), specifically states that you have hired us "to provide legal services in connection with a chapter 7 bankruptcy." The contract further provides that our obligation to "render legal services terminates once the client receives their discharge." I note that in your case, you received your discharge on May 3, 2000, therefore we are no longer under any contractual obligation to continue representation. None the less, since that time, we have continued to assist you in this matter, and have assisted you and your wife with the Department of Labor and taxing authorities. All of this was done under the original flat fee that you paid in the amount of \$720 and no additional compensation has been sought. Additionally, we are willing to remain your attorneys through the administrative closing of your case, but we will not engage in any activities which are not directly related to the administration of your chapter 7 case.

What you seem to be requesting is that we undertake to prosecute an "adversary proceeding" against several attorneys/law firms here in Hawai'i based upon your speculation that they have somehow violated the law in their representation of their clients, or misrepresentation of what you believe are not their clients. I don't see where any law has been broken, nor where any cause of action may lie - but that is not to say that you don't have a claim. I am only saying that I am a simple bankruptcy attorney and that maybe some more creative lawyer may see something that I don't. Additionally, this firm does not have the resources to prosecute any law suit against what would likely entail an action against the most powerful law firms in the State of Hawai'i. Bobby, you hired us to do a chapter 7 bankruptcy ... not wage World War III. Thus, Greg and I again decline to represent you in any course of action that would entail a lawsuit against any of the principals to the settlement, their attorneys, or any person or persons who participated in the settlement, whether authorized to so act or not.

You are again advised to seek legal assistance from an attorney of your choice. You may wish to contact the Hawai'i State Bar for a referral to a qualified lawyer. You should be aware that various

EXHIBIT "A"

January 3, 2001

legal time limitations exists (Statutes of Limitations) which can run in as little as two years from the date you either knew or should have known that a cause of action has arisen. Thus, you should not delay.

Our advice to you in the past, remains the same as it is today, and that is to get on with your life and leave this settlement alone. However, if you persist in challenging it, we ask that you either retain counsel or give of clear notice that you don't want us to represent you any longer. Should you decide to pursue this matter without substitute counsel, we will be forced to file a Motion to Withdraw as your attorneys. In such a motion, we would simply state to the court that irreconcilable differences have arisen in that you disagree with our assessment of the situation and insist on a course of conduct that we find ill-advised. Such a disclosure would not prejudice you in any way, and it would provide the requisite basis for us to withdraw. However, if you should write me a letter stating that you are terminating us, without explanation, I will simply attach a copy of that letter to the motion, and request withdrawal without comment.

Please consider your situation carefully. Should you have any questions, please contact me directly at (808) 524-4949.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bradley R. Tamm', with a long horizontal flourish extending to the right.

BRADLEY R. TAMM