

1 With all due respect and regards to this Court, in its infinite wisdom of law, the
2 decision by the California Supreme Court, in Blanton v Womancare, Inc., (1985) 38
3 Cal.3d 396, is that an attorney as an agent of the client is not clothed with authority,
4 whether apparent, implied or ostensible, to submit the client's substantive rights to the
5 opposition without her knowledge or consent, and over her objection. Attorney Georgia
6 Michell-Langsam is not and was never clothed with the authority, be it express,
7 implied, apparent or ostensible, to execute the release of HRM, from Mr. Osijo's
8 personal injury case, cash the check and spend the proceeds to herself, for her own use
9 and purposes, without Mr. Osijo's knowledge or consent. Attorney does not have
10 authority to overrule Mr. Osijo's objection and sign the release of HRM from the
11 personal injury lawsuit. There has to be a specific authorization from Mr. Osijo to the
12 attorney. The Court lacked authority to bind the Claimant with the attorney's release of
13 HRM from his pending lawsuit, and the cashing and spending of the settlement check
14 to consume the case, without a specific authorization on the record.
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18 **II**
19 **The Court Did Not Decide The Issue Presented By The Claimant**

20 Is it the Court's ruling that because "Mr. Osijo refused to sign the final discharge
21 form agreeing to release HRM," his attorney has the authority to execute the release of
22 HRM from the personal injury lawsuit, for and on behalf of Mr. Osijo, without his
23 knowledge or consent, or an order from the Court? Is it the Court ruling that Mr. Osijo's
24 attorney has authority to cash the settlement check and spend the settlement proceeds
25 to herself, for her own use and purposes, without Mr. Osijo's knowledge or consent, or

1 a specific authorization? Finally, is it this Court's ruling that attorney is entitled to fees
2 and cost in the personal injury lawsuit, without a Summons & Complaint for fee
3 dispute before it or any Court in the U. S.?
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5 The forgoing issues that Claimant presented to the Court and the Referee were
6 not decided upon by the Court, and this is the second occurrence. For the umpteenth
7 time, Claimant did not come to this Court to contest the validity of the Settlement
8 Agreement, under any circumstances, nor the issue of "Full Apparent Authority." It is
9 a red herring.
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11 II 12 Conflict of Interest

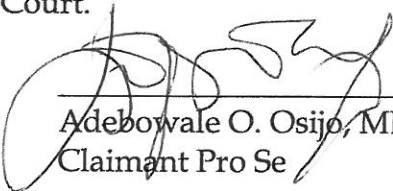
13 It was the Court itself that brought the issue of Mr. Osijo's attorney being an
14 insured of The Home Insurance, when she represented the Claimant against the HRM,
15 at the hearing on November 17, 2011. HRM was also an insured of The Home
16 Insurance. Mr. Osijo's attorney was concurrently a legal malpractice client of the HRM's
17 attorney, hired by, the Home Insurance, before, during and in a subsequent legal
18 malpractice action brought by the Claimant. We cannot have a fair trial or a "Full
19 Apparent Authority," with the Claimant's attorney being an insured of the HRM's
20 insurer, while at the same time being represented for legal malpractice by HRM's
21 attorneys.
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23 III 24 Factual Conflict

25 The Court is incorrect its fact finding that Mr. Osijo was paid \$122,500 and
another \$12,500 at various times by attorney Georgia Ann Michell-Langsam. He was

1 paid \$122,500, in July 25, 1993, two years after she had cashed the check and spent the
2 moneys to herself, as attorney fees and costs, by the Order of the Contra Costa County
3 Superior Court. The \$122,500 included interests from the Bank of Walnut Creek, at an
4 unknown and undisclosed interest rate. Plaintiff was never paid, and has never been
5 paid any \$12,500 at any time, up till today. So, where is the balance of the \$250,000,
6 settlement fund? This Court cannot decide issues of attorney fees and cost, without a
7 Summons and Complaint against the Claimant, by the attorney, filed in a Court of
8 competent jurisdiction? This was what The HRM's attorney arranged with her, in the
9 purported settlement, without going to the Court.
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11 Dated: December 22, 2011

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13 Adebowale O. Osijo, MBA.
14 Claimant Pro Se
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Proof Of Service By Mail

I, Jhoe F. Ajayi, declare the followings:

I. I am not a party in this action, nor do I have any interest in its outcome. I am over the age of eighteen years. I am a resident of the City and County of Fresno, California. I served copies of the following document:

"NOTICE OF HEARING"

on the following persons:

Mr. William S. McGraw, Esq.
Clerk
Merrimack County Superior Court
163 North Main Street
Concord, New Hampshire 03301
Court of Jurisdiction

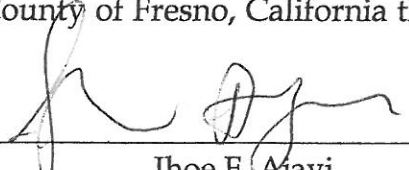
Mr. Erik Smith
Rackemann, Sawyer & Brewster
A Professional Corporation
160 Federal Street
Boston, Massachusetts 02110
Attorneys for Liquidator

Office of the Attorney General
Attention: Home Insurance In Liquidation
Department of Justice
33 Capitol Street
Concord, New Hampshire 03301

Ms. Melinda Gehris
Hess Gehris Solution
501 Hall Streets
Bow, New Hampshire 03304
Referee

by placing the documents in envelopes, with prepaid stamps affixed on them. I thereafter sealed the envelopes and deposited them with the United States Postal Service, for delivery at the respective addresses.

II. I make this declaration of Oath under the penalty of perjury, and according to the laws in the State of California that the foregoing is true and correct. It is executed in the City and County of Fresno, California this 22nd day of December, in the year 2011.



Jhoe F. Ajayi
2015 East Pontiac Way, Suite 209
Fresno, California 93726