

STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

BEFORE THE COURT APPOINTED REFEREE
IN RE: THE LIQUIDATION OF THE HOME INSURANCE COMPANY

DOCKET NUMBERS 03-E-0106

DISPUTED CLAIMS DOCKET

IN RE LIQUIDATOR NUMBER: 2009-HICL- 44
PROOF OF CLAIM NUMBER: CLMN711647
CLAIMANT'S NAME: ADEBOWALE O. OSIJO

TO THE COURT:

CLAIMANT'S REQUEST FOR AN EVIDENTIARY HEARING

I

Claimant's Pre-Emptive Offer to Dismiss

Claimant, Adebowale O. Osijo, MBA, affirmatively offers to dismiss this action, with prejudice, if the Honorable Roger A. Sevigny, as the Insurance Commissioner for the State of New Hampshire and, as the Liquidator of the Home Insurance Company, can produce a copy of any of the following Court Orders or documents:

A. A copy of an Order, issued by the Superior Court of California, Alameda County, in the matter of Osijo v Housing Resources Management, Inc., Prostaff Security Service, Inc., Acorn I, Ltd., and Acorn II., Ltd., Case No. C-649881, which authorized the then Plaintiff's attorneys (Ganong & Michell and Georgia Ann Michell-Langsam, who were concurrently insured of the Home Insurance Company for legal malpractice) to negotiate and cash a check issued by the Home Insurance Companies, on July 30, 1991, in the sum of Two Hundred and Fifty Thousand Dollars, (\$250,000), into the "Trust

Account of Ganong & Michell, as Trustees for Wale O. Osigo, as Full and Final”
payment to settle the aforementioned personal injury action, without the Claimant’s
(personal injury Plaintiff) knowledge or consent, on July 30, 1991;

B. A copy of any Order issued by the Superior Court of California, Alameda
County, in any action, at any time, which authorized Georgia Ann Michell-Langsam to
dispose of the proceed of the aforementioned settlement check to herself, for her own
use and purposes, without the Claimant’s knowledge or consent, on July 30, 1991;

C. A copy of a lien filed by the Plaintiff’s attorney in the aforementioned
personal injury action, for her purported attorneys fees and cost, and adjudicated by the
Superior Court of California, Alameda County, in a separate and independent action;

D. A copy of the canceled check of the aforementioned settlement check with
the Claimant’s signature on it, as required by the personal injury Defendants’ attorneys
and the Home Insurance Company, in their covering letter of July 30, 1991; or

E. A copy of any document in which Claimant authorized the then Plaintiff’s
attorneys to negotiate and cash the aforementioned settlement check, on his behalf, and
dispose of the proceeds of the settlement check, to herself, for her own use and
purposes, without the his knowledge or consent.

II
Request For Evidentiary

In the absence of a verified copy of any of the foregoing Orders issued by the Superior Court of California, Alameda County, or executed documents, Claimant, Adebowale O. Osijo, MBA, respectfully motions the Court for an evidentiary hearing on the following issues, under the provisions of Section 11 of the Restated and Revised Order, Establishing Claims Procedure:

1. Conflict Of Interest

Whether the then Plaintiff's attorneys (Ganong & Michell and Georgia Ann Michell-Langsam) represented the Plaintiff with an actual conflict of interest in the underlying personal injury case in the Superior Court of California, Alameda County, titled: Osijo v Housing Resources Management, Inc., et al., Case No. C-649881?

2. Due Process Right Violation

Whether a client's constitutionally protected due process right to a fair hearing and trial was violated when an attorney represented a client with an actual conflict of interest?

3. Unauthorized Settlement of an Action by Attorney

Whether it is within an attorney's authority to negotiate and cash the Defendants' insurer's check, issued to settle a case, and dispose of the proceeds of settlement check to herself, for her own use and purposes, in the absence of a client's expressed authorization on the record, or an order issued by the Superior Court of

California, Alameda County, while the client was disputing the validity of the settlement agreement?

III
Evidentiary Facts That Will Be Presented

Claimant will present the following evidentiary facts at the hearing:

A. Conflict of Interest

i. Claimant is the Plaintiff in a personal injury action, filed in the Superior Court of California, County of Alameda, titled: Osijo v housing Resources Management, Inc., et al., Case No. C-649881. There is no dispute in the insurance coverage of liability.

ii. The law firm of Ganong & Michell, and Georgia Ann Michell-Langsam were the Plaintiff's attorneys in the said personal injury action. They were concurrently insured of The Home Insurance Company for their malfeasance and legal malpractice of the said personal injury action.

iii. The law firm of Larson & Burnham, now Burnham Brown, was the aforementioned personal injury Defendants' attorneys. They were hired by the Home Insurance Company. The Home Insurance Company insured the aforementioned personal injury Defendants for premises liability.

iv. The same Home Insurance Company hired the same personal injury Defendants' attorneys to defend the same personal injury Plaintiff's attorney, in the subsequent and related legal malpractice action that Claimant filed against the then Plaintiff's attorneys, in the Superior Court of California, Contra Costa County.

v. This same Home Insurance Company, in its liquidation proceeding now makes a determination that it has paid into the trust account of its insured, the then Plaintiff's attorney to settle the said personal injury action, on July 30, 1991.

B. Unauthorized Settlement of Personal Injury Case By Attorney

i. Claimant signed a settlement agreement on Thursday, July 25, 1991.

ii. On Friday, July 26, 1991, and at all times thereafter, Claimant called and wrote the then Plaintiff's attorney to state his wished to disavow the settlement agreement. This letter was copied by mail to all parties and their attorneys of record, more specifically, David Raymond Pinelli, (deceased), as the Defendants' attorneys, hired by the Home Insurance Company.

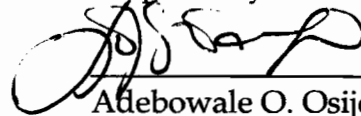
iii. On Tuesday, July 30, 1991, David Pinelli caused the followings to be hand delivered to Georgia Ann Michell-Langsam: (a) a cover letter dated July 30, 1991, stating that Claimant and the then Plaintiff's attorneys are authorized to jointly execute an accompanying settlement check, and before the Claimant can jointly execute the settlement check, he must execute an accompanying Release and Request for Dismissal with Prejudice, place these documents in the stamped-self-addressed envelope that was provided, and drop it in the United States Postal Service mail chute; (b) a check issued by the Home Insurance Companies, in the value of Two Hundred and Fifty Thousand Dollars (\$250,000), into the "Trust Account of Ganong & Michell, as Trustees for Wale O. Osigo, in Full and Final Payment of Settlement;" (c) a document titled "Release and Satisfaction of Settlement;" and a document titled "Request for Dismissal."

iv. David Pinelli consciously caused delivery of the letter, documents and check, with the full knowledge of Claimant's wish to disavow the settlement agreement. David Pinelli advised Georgia Ann Michell-Langsam to negotiate and cash the check, without Claimant's knowledge or consent, so that she can have some cash with which to "pacify" Claimant with Seventy-Five Thousand Dollars (\$75,000), as "part of the money from the settlement." This was contrary to his instructions in the covering letter of July 30, 1991.

iv. On the same day of Tuesday, July 30, 1991, Georgia Ann Michell-Langsam negotiated and cashed the settlement check of \$250,000, and instantly disposed of One Hundred Thousand Dollars (\$100,000), from the proceed to herself, for her own use and immediate purposes, without Claimant's knowledge or consent, which effectively settled the personal injury action by attorney Georgia Ann Michell-Langsam, on the advise of David Raymond Pinelli, on July 30, 1991.

Dated this 6th day of April, in the year 2009.

Respectfully Submitted:



Adebowale O. Osijo, MBA.

Claimant

2015 East Pontiac Way, Suite 203

Fresno, California 93726-3978

Telephone: (559) 273-5765

Facsimile: (559) 221-0585

Proof of Service by Mail

I, Jhoe F. Ajayi, declare the followings:

I. I am not a party in this insurance liquidation proceeding. I am over the age of eighteen years. I am a resident of the City and County of Fresno, California. I served the following document titled:

REQUEST FOR EVIDENTIARY HEARING

on the following person:

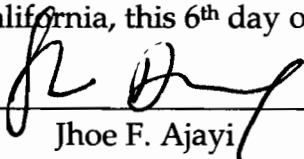
The Liquidator
The Home Insurance Company In Liquidation
Post Office Box 1720
Concord, New Hampshire 03105-1720

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

Office of the Liquidation Clerk
Merrimack County Superior Court
4 Court Street
Concord, New Hampshire 03301
Attention: Home Docket No 03-E-0106

by placing these documents in envelopes, addressed as above, with first class stamp affixed on them. I thereafter sealed the envelopes and deposited them with the United States Postal Service, for delivery.

2. I declare under the penalty of perjury and according to the laws in the State of California that the foregoing is true and correct. This declaration is executed in the City and County of Fresno, California, this 6th day of April, in the year 2009.



Jhoe F. Ajayi
2015 East Pontiac Way, Suite 203
Fresno, California 93726-3978