

BEFORE THE COURT APPOINTED REFEREE
IN THE LIQUIDATION OF THE HOME INSURANCE COMPANY
DISPUTED CLAIM DOCKET

In Re Liquidator Number:	2009-HICIL-44
Proof of Claim Number:	CLMN711647
Claimant's Name:	Adebowale O. Osijo
Claimant's Number:	CDV-2007-745
Policy or Contract Number:	GL-1692617
Insureds' Names:	Housing Resources Management, Inc., Acorn I, Ltd., & Acorn II, Ltd.
Date of Loss:	October 7, 1988

Claimant's Motion For Clarification

Claimant, Adebowale O. Osijo, MBA, respectfully motions the Court for clarification of the followings:

1. On What Date Was The Settlement Check Cashed?

Claimant respectfully asks the Referee and the Liquidator, in his response to this motion, to please state the date that the settlement check was cashed by Attorney Michell-Langsam. A copy of the canceled settlement check was provided to the Court by the Liquidator in his Section 15 Submission, as Exhibit H, titled as: "Copy of the settlement draft, number 51990219, issued by the Home Insurance Companies, dated July 26, 1991, in the amount of \$250,000."

The back of the canceled check stated that it was cashed by Attorney Michell-Langsam, on July 30, 1991. Honorable Referee Gehris and/or the Honorable Liquidator, by and through his attorney of record, Mr. Eric Smith, please state affirmatively if both or either of you saw a different date on the back of the cancelled settlement check.

The "Order On The Merits," filed on November 5, 2009, did not state the date the settlement check was cashed. This is the gravamen of the Claimant's cause in this Insurance Liquidation Proceeding

2. Where Is Copy Of Attorney Michell-Langsam's Noticed Motion For Permission To Cash Check & Dispose Of Settlement Funds To Herself?

Claimant does not have, and, has never had a copy of Attorney Michell-Langsam's noticed Motion for Permission to cash the settlement check on July 30, 1991, and immediately dispose of the settlement proceed to herself, for her own use and purposes, without the Claimant's knowledge or consent. It is not in the record of this Insurance Liquidation Proceeding, nor is it in the record of the personal injury action in the Superior Court of California, Alameda County. The Defendants in the personal injury action motioned the Court to enforce settlement on August 15, 1991.

Claimant respectfully ask the Referee or the Liquidator to provide him with, or refer him to where he can obtain a copy of the motion filed by Attorney Michell-Langsam in the Superior Court of California, Alameda County, in the matter of Osijo v Housing Resources Management, Inc., Prostaff Security Services, Inc., Acorn I, Ltd., and Acorn II, Ltd., Case No. C-649881, for permission ". . . to proceed with the actions necessary to complete the settlement, including cashing the settlement check and distributing the settlement funds. By doing so, she was following the Court's Order. It was based on that Order that Attorney Michell-Langsam had authority to carry out the settlement" as stated on page 2, second to the last paragraph, last three sentences, of the Referee's Order, filed on November 5, 2009?

Please bear in mind that no Court in the entire United States of America can issue any order, without a noticed motion, and with an opportunity to be fully and fairly heard, in a reasonable manner under the Fourteenth Amendment to the Constitution of The United States of America, and the California Constitution.

3. Where Exctly Did The Order On The Defendants' Motion To Enforce Settlement, Of October 10, 1991, Authorized Attorney Michell-Langsam To Settle Claimant's Personal Injury Action On July 30, 1991?

Claimant respectfully ask the Referee or the Liquidator to refer him to where exactly in the one page "Order On Defendants' Motion To Enforce Settlement," of October 10, 1991, (Liquidator's Exhibit 1), or in the Transcript of Hearing of September 5, 1991, that it ". . . Required Attorney Michell-Langsam to proceed with the actions necessary to complete the settlement, including cashing the settlement check and distributing the settlement funds," either by implication or expression?, as stated by the Referee in the November 5, 2009, Order, page 2, second to the last paragraph, last three sentences.

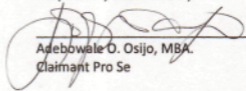
Claimant has read the "Order on Defendants' Motion to Enforce Settlement," and the Transcript of Hearing, over and over again, to which he cannot find such statement, either by implication or expression in the one page order. Please help!

4. Conclusion

Claimant respectfully asks the Honorable Gehris and the Liquidator, through his attorney to provide the foregoing clarification, to avoid prejudice, bias, unfairness and due process violation by this Insurance Liquidation Court.

Dated this 8th day of November, in the year 2009.

Respectfully Submitted By:

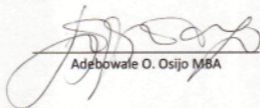

Adebowale O. Osijo, MBA.
Claimant Pro Se

Claimant, Adebowale O. Osijo, certifies that a copy of this Motion for Clarification was served by email to the following persons:

Ms. Raelynn Armstrong
The Home Insurance Company In Liquidation
C/O Merrimack County Superior Court
163 North Main Street
Post Office Box 2880
Concord, New Hampshire 03301-2880
help@hicilclerk.org

Mr. Eric Smith
Rackemann, Sawyer & Brewster
A Professional Corporation
160 Federal Street
Boston, Massachusetts 02210-1700
esmith@rackemann.com

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 this 8th day of November, in the year 2009



Adebowale O. Osijo MBA