

Adebowale O. Osijo, MBA
2015 East Pontiac Way, Suite 203
Fresno, California 93726-3978
Telephone: (559) 273-5765
Facsimile: (559) 221-0585
Monday, March 30, 2009

Office of the Clerk
Merrimack County Superior Court
163 North Main Street
Post Office Box 2880
Concord, New Hampshire 03301

Attention: The Home Docket Number 03-E-0106

Re: POC No. CLMN711647
POC Claimant Adebowale O. Osijo
Amount Claimed \$3,000,000

Dear Sir/Madam:

Please find attached hereto, the original of a duly signed Acknowledgement of Receipt, dated March 30, 2009, which is attached hereto as EXHIBIT 1. The Notice of Determination is attached hereto as EXHIBIT 2. By this, I categorically reject the determination, and I intend to file a separate Objection with the Court, without filing a Request for Review. In addition, I also intend to move a motion to compel production of documents and responses to interrogatories that will substantiate the grounds of the Mandatory Disclosures, in this insurance liquidation proceeding. The grounds of my rejections of the determination are as follow:

- A. I affirmatively state that I did not place the disputed settlement agreement in my personal injury action as an issue and basis of my claim in this insurance liquidation proceeding. What I placed as an issue is an attorney's, (who was concurrently an insured of the Home Insurance for her malpractice of the same personal injury action) authority to settle my case, on July 30, 1991, without my knowledge and consent, and an express authorization on the record, as evidenced in my letters to The Home Insurance Company in Liquidation, dated November 30, 2009, (Paragraph 3) and, January 20, 2009, (Paragraph 2). Copies of these letters are attached hereto, as EXHIBITS 3 & 4.
- B. In the State of California, an attorney lacks authority to settle a case without a client's express authorization on the record. The Court lacked authority to bind a client with an attorney's unauthorized acts, which disposed

of the entire action. This issue has not been adjudicated by the Alameda County Superior Court, in the State of California. It can no longer be adjudicated by the Alameda County Superior Court because of this insurance liquidation proceeding, which abates all actions against the insured of the Home Insurance Company, namely: Housing Resources Management, Inc., and Georgia Ann Michell-Langsam.

C. The Home Insurance Company required me to execute its check issued for 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. I did not even see the check, come to talk of executing it. I have no agreement with Georgia Ann Michell-Langsam, either by implication or expression, which authorized her to execute on my behalf, without my knowledge and consent, the \$250,000 check as a full and final payment to settle my personal injury action in the Superior court of California, Alameda County, in Case No. C649881, titled: Osigo v Housing Resources Management, Inc., et al. There is no adjudication of the foregoing by the Alameda County Superior Court.

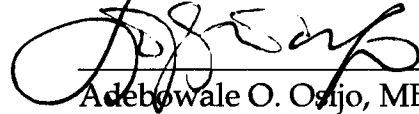
D. I have no agreement with Georgia Ann Michell-Langsam, either by implication or expression, which authorized her to dispose of the proceeds of the settlement check to herself, for her own use and purposes, without my knowledge and consent. There is no adjudication by the Alameda County Superior Court that authorized former attorney's disposition of funds purportedly placed in "former attorney's trust account" by The Home Insurance Company.

E. There is no levy filed by Georgia Ann Michell-Langsam, and adjudicated by the Alameda County Superior Court, which authorized her to dispose of a penny from the \$250,000, to herself.

F. Georgia Ann Michell-Langsam, represented me with an actual conflict of interest in the said personal injury action, in the Superior Court of California, County of Alameda, in the matter of Osigo v Housing Resources Management, Inc., et al. Case No. C-649881, which violated my due process rights, under the Fourteenth Amendment to the Constitution of The United States of America, and the California Constitution. She is and was not my attorney and, cannot be my attorney, as a matter of law in the State of California. She was concurrently an insured of The Home Insurance Company that paid her \$250,000, to settle my personal injury action. She was concurrently a client of the aforementioned personal injury Defendants' attorney. The same Home Insurance Company later hired the same personal injury Defendants' attorneys to defend Georgia Ann Michell-Langsam, when I subsequently sued her for malpractice of my personal

injury action in the Superior Court of California, Contra Costa County, in the matter of Osijo v Ganong & Michell, et al, Case No C-92-05253.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'A. Osijo', written over a horizontal line.

Adebawale O. Osijo, MBA.

Claimant

Copied to:

The Home Insurance Company In Liquidation

Post Office Box 1720

Manchester New Hampshire 03105-1720

Certified Mail No. 7007 3020 0001 9690 8170

THE HOME INSURANCE COMPANY IN LIQUIDATION

P.O. Box 1720

Manchester, New Hampshire 03105-1720

Tel: (800) 347-0014

10-3-2012
12

POC #: CLMN711647-01

Amount Allowed: \$ 0

Adebowale O. Osijo MBA
2015 East Pontiac Way
Suite 203
Fresno, CA 93726-3979

Exh. 1

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of the Notice of Determination as a Class II Creditor claim and confirm that I understand the content thereof. I further acknowledge and confirm that I understand the Instructions regarding the Notice of Determination of my Claim against The Home Insurance Company in Liquidation and in that regard advise as follows:

(Check off all applicable items.)

I agree to the determination.

I reject the determination and want to file a Request for Review (specific reasons must be included along with return of the signed Acknowledgment).

I reject the determination and intend to file a separate Objection with the Court, without filing a Request for Review.

I have not assigned any part of this claim.

I have not made any other recoveries with respect to this claim.

I have not sought and do not intend to seek any other recoveries with respect to this claim.

I have made recovery from others with respect to this claim (full details must be included with this Acknowledgement).

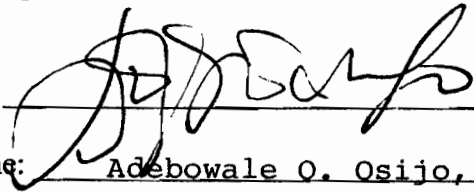
I have sought or intend to seek recovery from others with respect to this claim (full details must be included with this Acknowledgement).

I request that The Home mail further correspondence to:

Same name as above.
New name _____

Same address as above
New address _____

This Acknowledgment of Receipt must be completed, signed and returned to The Home in order to be eligible for distributions from The Home estate as directed by the Court.

Signature:  _____

Printed Name: Adebowale O. Osijo, MBA.

Title: Claimant

Date: 03-30-09

THE HOME INSURANCE COMPANY IN LIQUIDATION

P.O. Box 1720
Manchester, New Hampshire 03105-1720
Tel: (800) 347-0014

Exh. 2

Date: 3/25/2009

Class: II

Adebowale O. Osijo MBA
2015 East Pontiac Way
Suite 203
Fresno, CA 93726-3979

RE: NOTICE OF DETERMINATION
Proof of Claim No.: CLMN711647-01

Determination Summary

Gross Amount of Claim	: \$ 3,000,000.00
Amount Allowed by Liquidation	: \$ 0

Explanation: Your proof of claim as a third party claimant relates to a personal injury action against Home Insurance Company insured Housing Resources Management, Ltd., Inc and others. This claim, arising out of a 1988 incident in which you were shot by assailants, was settled at a voluntary settlement conference on July 25, 1991 before Judicial Arbitration and Mediation Services. Home paid \$250,000 to the trust account of your then attorney. The Alameda County Superior Court enforced this settlement by Order signed October 10, 1991 and the California First District Court of Appeal affirmed July 16, 1992. In May 2007 you filed a motion to set aside the enforcement order and nullify the settlement agreement which the Alameda County Superior Court denied on June 21, 2007. The Court of Appeal affirmed the Court's Order on July 8, 2008 and the California Supreme Court denied your Petition for Review on September 17, 2008. As the 1991 settlement of your action against Housing Resources has been upheld, there will be no allowance on your proof of claim.

Dear Claimant :

The purpose of this letter is to provide you with a determination set forth above of claims you have presented to The Home Insurance Company in Liquidation ("The Home"), under the Proof(s) of Claim specified above. The Home expects to present notice of this determination to the Superior Court for Merrimack County, New Hampshire (the "Court") for approval in accordance with New Hampshire Revised Statute, RSA 402-C:45. Read this Notice of Determination carefully as it sets forth your rights and obligations in detail.

The Home has now made a Determination on the claims as set forth above in accordance with The Home Claim Procedures (the "Procedures")* approved by the Court. If the claim has been allowed, in whole or in part, it has been assigned a Class II priority as a "policy related claim" pursuant to the Order of Distribution set forth in RSA 402-C:44 and will be placed in line for payment as directed by the Court from the assets of The Home. The first \$50 of the amount allowed on each claim in this class shall be deducted from the amount distributed as specified in RSA 402-C:44.

You may have other claims against The Home for which you may receive other Notices of Determination. You will have a separate right to dispute each Notice of Determination. If your claim has been allowed in whole or in part, this Notice of Determination does not mean that your claim will immediately be paid, or that it will be paid in full or at all. Pursuant to order of the Court, The Home may make distributions of its assets as a percentage of all allowed claims in a particular priority class in The Home estate as approved by the Court. The amount of the final payment for allowed claims will be determined by the final ratio of assets to liabilities and the applicable priority. Please be advised that the final percentage of payment you receive from The Home, at the time The Home estate is finally closed, is the total payment amount that you will be entitled to for this claim.

The Liquidator does not expect there to be assets sufficient to make a distribution to creditors in classes below Class II.

Any and all distributions of assets may be affected and/or reduced by any payments you have received on this claim from any other sources not listed on the Notice of Distribution. Any such distributions by The Home are based on The Home's knowledge and/or understanding of the amounts you have received in settlement and/or reimbursement of this claim from all other sources at the time of the allowance or thereafter. Should The Home subsequently become aware of prior recoveries from other sources The Home has the right to reduce its future distribution payments to you to the extent of such other recoveries or to seek and obtain repayment from you with respect to any previous distributions that were made to you.

Further, if you seek or receive any future payment from any other source on this claim after you receive a distribution payment from The Home you must notify The Home at the address below and The Home has the right to recover from you the distribution payments in whole or in part, to the extent of any such other future recoveries.

As a condition to receipt of any distributions, The Home shall be entitled to any rights to subrogation you may have against any third party and you shall be deemed to have assigned to The Home such rights upon receipt of any distributions. You shall also be obliged to reimburse The Home for any legal fees or other costs associated with The Home recovering from you any distribution payments to which you are not entitled.

*A copy of the January 19, 2005 Restated and Revised Order Establishing Procedures Regarding Claims Filed With The Home Insurance Company in Liquidation may be obtained from the website of the Office of the Liquidation Clerk for The Home Insurance Company in Liquidation and US International Reinsurance Company in Liquidation, www.hicilclerk.org

The following instructions apply to this Notice of Determination:

Claim Allowed

1. If this claim has been allowed in whole or in part and you agree with the determination, sign and date the enclosed Acknowledgment of Receipt of the Notice of Determination and mail the completed Acknowledgment to The Home.

Claim Disallowed

2. A. If all or part of your claim has been disallowed or you wish to dispute the determination or creditor classification for any reason, you may file a Request for Review with the Liquidator. The Request for Review is the first of two steps in the process of disputing a claim determination. The Request for Review must be received by The Home within thirty (30) days from the date of this Notice of Determination.

REQUEST FOR REVIEW FILING REQUIREMENTS:

- (a) Sign and return the attached Acknowledgment of Receipt form.
- (b) On a separate page, state specifically the reasons(s) you believe that the determination is in error and how it should be modified. Please note the Proof of Claim number on that page and sign the page.
- (c) Mail the Request for Review to:
The Home Insurance Company in Liquidation
P.O. Box 1720
Manchester, NH 03105-1720

You should keep a copy of this Notice of Determination, Acknowledgment of Receipt and Request for Review, then mail the Original Request for Review to us by U.S. Certified Mail.

- (d) The Request for Review must be received by The Home within thirty (30) days from the date of this Notice of Determination. The Request for Review must be in writing.
- (e) The Liquidator will inform you of the outcome of the review and issue to you a Notice of Redetermination.

IF A REQUEST FOR REVIEW IS NOT FILED WITH THE HOME WITHIN THE THIRTY (30) DAY PERIOD, YOU MAY NONETHELESS DIRECTLY FILE AN OBJECTION WITH THE COURT WITHIN SIXTY (60) DAYS FROM THE MAILING OF THIS NOTICE. You do not have to file the Request for Review as a prerequisite to dispute the Notice of Determination. Please see Section 2B (below) for the Objections to Denial of Claims.

B. If your claim is disallowed in whole or in part, you may file an Objection with the Court at

Office of the Clerk, Merrimack County Superior Court
163 N. Main Street, P.O. Box 2880
Concord, New Hampshire 03301-2880
Attention: The Home Docket No. 03-E-0106

within sixty (60) days from the mailing of the Notice of Determination and bypass the Request for Review procedures as noted in Section 2A (above). If the Request for Review is timely filed, as outlined in Section 2A, the Liquidator will inform you of the outcome of the review and issue to you a Notice of Redetermination. If the redetermination is to disallow the claim, you may still file an Objection with the Court. You have sixty (60) days from the mailing of the Notice of Redetermination to file your Objection. Please also sign and return the Acknowledgment of Receipt form and mail a copy of the Objection to the Liquidator.

IF YOU DO NOT FILE AN OBJECTION WITH THE COURT WITHIN EITHER SIXTY (60) DAYS FROM THE MAILING OF THIS NOTICE OF DETERMINATION OR SIXTY (60) DAYS FROM THE MAILING OF ANY NOTICE OF REDETERMINATION, YOU MAY NOT FURTHER OBJECT TO THE DETERMINATION.

A timely filed Objection will be treated as a Disputed Claim and will be referred to the Liquidation Clerk's Office for adjudication by a Referee in accordance with the Procedures.

3. You must notify The Home of any changes in your mailing address. This will ensure your participation in future distributions, as applicable. For purposes of keeping The Home informed of your current address, please notify us at the address given on the letterhead above.

Sincerely yours,

Peter Bengelsdorf, Special Deputy Liquidator
For Roger A. Seigny, Liquidator
of The Home Insurance Company in Liquidation

If you wish to speak to someone regarding this Notice of Determination, please contact:

Mary Actor
Senior Manager
Home Insurance Company in Liquidation

Phone : 212-530-4005

Adebowale O. Osijo, MBA.
2015 East Pontiac Way, Suite 203
Fresno, California 93726-3978
Telephone: (559) 273-5765
Facsimile: (559) 221-0585

Exh. 3

November 30, 2008

Mr. George Ertle
Ms. Mary Actor
The Home Insurance Company In Liquidation
59 Maiden Lane
New York, New York 10038

Re: POC No.: CLMN711647
POC Claimant: Adebowale O. Osijo
Amount Claimed: \$3,000,000

Dear Ms. Actor:

1. Acknowledgment

This will acknowledge with thanks, the receipt of your letter in the above entitled matter, dated November 14, 2008.

2. Service Of Petition For Writ Of Certiorari

Please find attached hereto, a copy of my Petition for Writ of Certiorari to the California Court of Appeal, First District, Division II. It is filed in the United States Supreme Court. Please consider The Home Insurance Company In Liquidation served.

3. Memorialization Of My Discussions With Mr. Ertle & Ms. Actor

A. My Discussions With Mr. Ertle On October 29, 2008

Mr. George Ertle, an attorney from The Home Insurance Company in Liquidation, called me on October 29, 2008, at approximately 11:15 a.m., (Pacific Time), to suggest that I should withdraw my claim in the above entitled matter because I have exhausted my appellate rights in vain, and that The Home Insurance Company had satisfied the judgment of \$250,000, in the matter of Osijo v Housing Resources Management, Inc., et al., Case No. C-649881, in the Alameda County Superior Court, in the State of California. My responses were that: 1) If he can produce a copy of the check or checks, issued by The Home Insurance Company, to satisfy the judgment of this action, with my signature on it; or 2) if can produce a

copy of any document, in which I authorized Georgia Ann Michell-Langsam to cash the aforementioned check, and dispose of the settlement proceeds to herself, for her own immediate use and purposes, without my knowledge or consent or; 3) if he can produce a copy of an Order, issued by the Alameda County Superior Court, which authorized Georgia Ann Michell-Langsam to cash the settlement check and dispose of the settlement proceeds to herself, for her own use and purposes, without my knowledge or consent, or: 4) if he can produce the copy of a lien, filed in the aforementioned personal injury action by Georgia Ann Michell-Langsam, and adjudicated by the Alameda County Superior Court, in a separate and independent action, I will gladly withdraw the above entitled claim and walk out of this claim, without looking back. My counter offer still stands and I am still awaiting his responses.

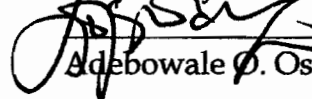
B. My Discussions With Ms. Mary Actor

Ms. Mary Actor, a Senior Claims Manager, The Home Insurance Company in Liquidation, called me on November 14, 2008, in response to my repeated calls to The Home Insurance Company In Liquidation in Concord, New Hampshire, and to Mr. Ertle. She suggested that because the Fresno County Superior Court, in the State of California, had dismissed a case titled: Osijo v California Insurance Guarantee Association, Case No. 07-CECG-000693, I therefore, do not have a viable claim against The Home Insurance Company in Liquidation. My responses were that the Presiding Judge, Alameda County Superior Court, California, authorized the aforementioned personal injury matter to continue unencumbered by my being later declared a vexatious litigant. My claim against The Home Insurance Company in Liquidation is in this personal injury action. Its insured is Housing Resources Management, Inc. I certainly and positively did not file any claim against Ganong & Michell, in The Home Insurance Company in Liquidation, jointly and or severally, with anyone or entity.

4. Unavailability & Conclusion

I will not be available for this claim proceeding between December 15, 2008 and January 15, 2009, for personal reasons. I therefore look forward to your Notice of Determination in this matter in the very near future. I will respond accordingly, and the Court will adjudicate, for the due process to complete its course. Please acknowledge receipt of this letter.

Very Truly Yours


Adebowale O. Osijo, MBA.

Adebowale O. Osijo, MBA
2015 East Pontiac Way, Suite 203
Fresno, California 93726-3978
Telephone: (559) 273-5765
Facsimile: (559) 221-0585

Exh. 4

Tuesday, January 20, 2009

Ms. Mary Actor
The Home Insurance Company in Liquidation
59 Maiden Lane, 5th Floor
New York, New York 10038

Re: POC No.: CLMN711647
POC Claimant: Adebowale O. Osijo
Amount Claimed: \$3,000,000

Dear Ms. Actor:

1. Happy New Year to you. Your letter of November 14, 2008, refers. I eagerly look forward to your determination of my claims against The Home Insurance Company in Liquidation, in the very near future. It's been over two years since I filed my claims.
2. My offer to you, George Ertle and the Home Insurance Company in Liquidation still remain, i.e. I will gladly walk out of this cause and course: 1) if you can find and produce my signature on any check issued by The Home Insurance Company to settle my personal injury action in the Superior Court of California, Alameda County, titled: Osijo v Housing Resources Management, Inc., et al, Case No.: C-649881; 2) if you can find and produce any document, wherein I authorized Georgia Ann Michell-Langsam to accept and cash a check or any check issued by The Home Insurance Company, to settle the aforementioned personal injury action; or 3) if you can find and produce an order, or any order, issued by the Superior Court of California, Alameda County, which authorized Georgia Ann Michell-Langsam to accept and cash a check or any check, issued by The Home Insurance Company in Liquidation, to settle the aforementioned personal injury action, and dispose of the proceeds to herself for her own immediate purposes, without my knowledge and consent.
3. Please speak-up and speak-out now, or forever be quiet.

Very Truly Yours,

