

Docket No.: 03-E-0106

In the Matter of the Liquidation of
The Home Insurance CompanyCLAIMANT OSIJO'S OBJECTION TO THE ORDER ON CLAIMANT'S MOTION FOR CLARIFICATION; AND
REPLY TO THE LIQUIDATOR'S OBJECTION TO CLAIMANT OSIJO'S MOTION TO RECOMMIT1. OSIJO'S OBJECTION TO THE ORDER ON CLAIMANT'S MOTION FOR CLARIFICATION

Claimant, Adebowale O. Osijo, (hereinafter referred to as Osijo), respectfully uses this opportunity to object to the "Order on Claimant's Motion for Clarification," on the ground that the Court Appointed Referee, Melinda S. Gehris is biased. This objection could not be included in Osijo's Motion to Recommit; Objection to the Order on the Merits; Request for Oral Argument; and, Request for Evidentiary Hearing; because the Order was posted on the internet on July 18, 2009, after the Motion to Recommit was filed and served on November 16, 2009. Similarly, the Liquidator's Opposition to Claimant Osijo's Motion for Clarification; and Claimant Osijo's Reply to the Liquidator's Opposition were not posted on the internet until November 17, 2009, after the Motion to Recommit was filed.

Osijo, as a civil litigant, has a constitutional due process right to an unbiased judge. Please see *Arizona v Fulminate* (1991) 499 U.S. 279, 309 (a trial judge who is not fair or impartial constitutes structural defect, in the constitution of the trial mechanism, and the resulting judgment is reversible per se); *Gray v Mississippi* (1987) 481 U.S. 648, 668 ("impartiality of the adjudicator goes to the very integrity of the legal system"); *Tumey v Ohio* (1927) 273 U.S. 510, 535 (no matter what the evidence was against him, he had the right to have an impartial judge); and *Caperton et al., v A. T. Massey Coal Company, Inc.*, (June 8, 2009, File No. 08-22).

2. SPECIFIC INSTANCES OF JUDICIAL BIAS BY REFEREE GEHRIS

The specific acts of bias by the Court Appointed Referee are as follow:

A. Osijo brought it to the Referee's attention that the date that the settlement check was cashed by Attorney Michell-Langsam, and the disposition date of the cash proceeds of settlement check by Attorney Michell-Langsam to herself, for her own use and purposes, without Osijo's knowledge or consent, was not included in the Order on the Merits. The Referee blatantly refused to entertain Osijo's material evidence (Exhibit 1 of the Evidences to Claimant Osijo's Objection to the Order on the Merits), on the ground that the Order on the Merits, did not include factual findings, and that the evidence is and was not relevant to the Order on the Merits.

Attorney Michell-Langsam's settlement of Osijo's personal injury action in the Superior Court of California, Alameda County, on July 30, 1991, without his knowledge or consent, or an express authorization on the record is Osijo's claim, cause and course in this Insurance Liquidation Proceeding. A copy of the cancelled settlement check is and was Osijo's material evidentiary fact. This was also the Liquidator's material contention that "Home paid \$250,000 into the trust account of your then attorney." The Referee blatantly refused to see a copy of this cancelled check, for want of factual findings, which is and was her responsibility to conduct.

B. Court Appointed Referee Gehris predetermined her disposition of this claim, before a shred of evidence was ever presented. The first motion that Osijo filed in this Insurance Liquidation Proceeding, was a Request for Evidentiary Hearing, on April 6, 2009. The Referee demurred, on the ground that an evidentiary hearing will not be relevant to her disposition of Osijo's claim. Now she claimed that the Order on the Merits did not include factual findings. A factual finding by the Referee will have vindicated Osijo's material factual stance. A factual finding that Attorney Michell-Langsam cashed a settlement check, and spent the cash proceeds of the settlement check for her own

personal use and purposes, without Osijo's knowledge or consent, will have deflated the Order on the Merits.

C. Osijo asked the Court Appointed Referee, Melinda S. Gehris to direct him to the exact words in the one-page California Superior Court's Order of October 10, 1991, that authorized Attorney to cash the settlement check of Osijo's personal injury action, and to distribute the cash proceeds of the settlement check to herself, for her own use and purposes, without his knowledge or consent, as stated in the Order on the Merits. The Referee again, demurred.

Osijo does not know where the Referee stemmed the foregoing facts. Civil litigants have a constitutional due process rights to demand the source of a judge's decision, the authorizing statute and case laws. Constitutional due process of fairness requires a judge to cite the source of information in his or her decision, including the authorizing statute and case laws. The order on the Merits is in want of its source of information that the California Superior Court's Order of October 10, 1991, authorized Attorney Michell-Langsam to cash the settlement check and dispose of the cash proceeds of the settlement check to herself, for her own personal use and purposes, without Osijo's knowledge or consent, or an express authorization on the record, on July 30, 1991.

Wherefore, Osijo respectfully requests that the Order on the Merits be nullified. The Motion to Recommit; Request for Oral Argument; and the Request for Evidentiary Hearing, be granted. Osijo's Objection to the Order on the Merits must and should be sustained.

3. OSIJO'S REPLY TO THE LIQUIDATOR'S OBJECTION TO OSIJO'S MOTION TO RECOMMIT

The followings are noteworthy in the Liquidator's Objection to Osijo's Motion to Recommit:

A. Undisputed Evidentiary & Material Facts

There is not one word of dispute in the entire Liquidator's Objection to Claimant Osijo's Motion to Recommit, to the evidentiary fact that Attorney Michell-Langsam cashed the settlement on Tuesday, July 30, 1991, to effect the conclusion of Osijo's aforementioned personal injury

action, without his knowledge or consent. There is not one word of dispute in the entire Liquidator's Objection to Claimant Osijo's Motion to Recommit, to the evidentiary material fact that Attorney Michell-Langsam disposed of the cash proceeds of the settlement check to herself, for her own personal use and purposes, without Osijo's knowledge or consent. The Liquidator has conceded these material facts, in the absence of disputes or opposition of any kind.

The foregoing is contrary to the Referee's ruling in the Order on Claimant Osijo's Motion for Clarification that she needed factual findings of undisputed material facts.

B. Osijo's Proposed Standard Of Review & Request For Oral Argument Are Unopposed

There is no word of opposition, in the Liquidator's Objection to Claimant Osijo's Motion to Recommit, to Osijo's submission that the standard of review in this proceeding is a separate and an independent review of the Order on the Merits. The Court should take this as a concession by the Liquidator. Therefore, the Court should grant Osijo's Request for Oral Argument.

C. Osijo's Request For Evidentiary Hearing Is Unopposed

There is no word of opposition, in the Liquidator's Objection to Claimant Osijo's Motion to Recommit, to Osijo's Request for Evidentiary Hearing. The court should take this as a concession by the Liquidator that Osijo is entitled to factual finding of his material evidentiary fact. The Court should therefore, grant Osijo's Request for Evidentiary Hearing of the material evidentiary facts.

4. THIS MERRIMACK COUNTY SUPERIOR COURT IS WITHOUT AUTHORITY TO BIND OSIJO WITH ATTORNEY MICHELL-LANGSAM'S SETTLEMENT OF HIS PERSONAL INJURY ACTION IN THE ABSENCE OF AN EXPRESS AUTHORIZATION OR A WAIVER

Osijo affirmatively states, as a matter of constitutional due process right that the Superior Court of New Hampshire, Merrimack County, is without authority to bind him with Attorney Michell-Langsam's settlement of his personal injury action in the Superior Court of California, Alameda County, titled "Osijo v Housing Resources Management, Inc., Prostaff Security Service, Inc., Acorn I, Ltd and

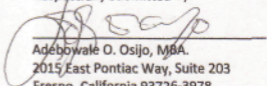
Osijo, because Attorney Georgia Ann Michell-Langsam is not a party in his personal injury action.

Similarly, the California Superior Court's Order of October 10, 1991, did not authorize Attorney Michell-Langsam to cash the settlement check of Osijo's personal injury action, and distribute the cash proceeds to herself, for her own personal use and purposes, without Osijo's knowledge or consent, on July 30, 1991, because it has no such authority, without Osijo's express authorization on the record, or a waiver. Moreover, there is no such motion in the record of the Insurance Liquidation Proceeding, or in that of the California Superior Court.

The said personal injury action is Osijo's property. One who is hired as a driver does not own the vehicle for disposition at will, without the owner's knowledge or consent, or the vehicle's pink slip. This is a common knowledge that does not require factual finding, as claimed by the Referee.

Dated this 4th day of December, in the year 2009.

Respectfully Submitted By:



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

I, Jhoe F. Ajayi, declare the followings:

1. I am not a party in this action, nor do I have any interest in its outcome. I reside in the City and County of Fresno, California. I am over the age of eighteen years. I serve an original and copies of a document titled:

"Claimant Osijo's Objection To The Order On Claimant Osijo's Motion For Clarification: And Reply To The Liquidator's Objection To Motion To Commit

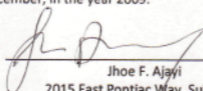
On the following persons:

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

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

Mr. Eric Smith
Rackemann, Sawyer & Brewster
A Professional Corporation
Counselors-at-Law
160 Federal Street
Boston Massachusetts 02110-1700
Attorneys for the Liquidator

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 4th day of December, in the year 2009.



Jhoe F. Ajayi
2015 East Pontiac Way, Suite 203
Fresno, California 93726-3978
Telephone: (559) 221-0585