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**ORDER DENYING PETITION FOR REVIEW,
SUPREME COURT OF TEXAS
(AUGUST 4, 2023)**

SUPREME COURT OF TEXAS

AYANBADEJO

v.

GOOSBY

**No. 23-0343
COA #: 14-20-00264-CV
TC#: 2019-18186**

Today the Supreme Court of Texas denied the petition for review in the above-referenced case.

**MEMORANDUM OPINION,
FOURTEENTH COURT OF APPEALS
(MAY 26, 2022)**

IN THE FOURTEENTH COURT OF APPEALS

JOHN-HENRY AYANBADEJO,

Appellant,

v.

**CHANEL GOOSBY AND ALLSTATE FIRE &
CASUALTY INSURANCE CO.,**

Appellees.

No. 14-20-00264-CV

**On Appeal from the 151st District Court
Harris County, Texas
Trial Court Cause No. 2019-18186**

**Before: JEWELL, SPAIN and Randy WILSON,
Justices.**

MEMORANDUM OPINION¹

In this appeal, plaintiff-appellant Ayanbadejo challenges the trial court's summary judgment dismissal of his lawsuit based on allegations of an unauthorized withdrawal and alleged failure to pay a

¹ Justice Spain concurs without opinion.

covered claim following his collision with a deer. Ayanbadejo requests that we reverse and render a judgment that awards him \$7,020,000, awards an unidentified class to which appellant alleges membership \$1,500,000,000, attorneys' fees, transfer to a different judge or court, and transfer to another court contingent upon this court finding that this court lacks jurisdiction. Though we are reluctant to conclude what among this pallet of remedies conceived by appellant would actually be available to us were we to reverse, we need not investigate that matter today. We affirm.

I. Factual and Procedural Background

Allegedly lured by the prospect of “being in good hands”, in 2014, Ayanbadejo changed his auto insurance provider from Farmers to Allstate.

Ayanbadejo’s claims are based on two events, First, Allstate mistakenly withdrew approximately \$500 from Ayanbadejo’s Wells Fargo Bank account without Ayanbadejo’s consent. When told about the improper withdrawal, Allstate credited Ayanbadejo’s account. Ayanbadejo, however, claims that this withdrawal adversely affected his credit. Second, while driving his car, Ayanbadejo hit a deer. Allstate refused to pay Ayanbadejo for his personal injury damages or his claim for a rental car.

On March 12, 2019, Ayanbadejo filed suit against Allstate and its adjuster Goosby. His live amended petition asserts nine causes of action:

1. Reformation of Contract,
2. Promissory Estoppel,

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3. Bad Faith,
4. Equitable Relief,
5. Deceptive Insurance Practices,
6. DTPA,
7. Theft Liability Act,
8. Late Payment of Claims, and
9. Conversion

The lawsuit seeks various damages including those related to the personal injury compensation and damages flowing from the unauthorized withdrawal.

Allstate and Goosby moved for summary judgment on all claims and requested dismissal of the entire case on several grounds: first asserting that Ayanbadejo's DTPA, Theft Liability Act, and conversion claims were time barred; second, that the breach of contract claim was not meritorious because Allstate had paid Ayanbadejo for all the damages that were covered under his policy and other compensation sought was not covered; and finally that, and that other claims were barred under the independent injury rule. Allstate and Goosby attached evidence in support of their motion. Ayanbadejo did not object to any of this evidence or file a special exceptions to the summary judgment motion.

Ayanbadejo filed a response and separately filed an appendix of exhibits. In the appendix he included an affidavit that operated as a verification to facts stated in his response, but did not otherwise set out any other sworn statements. In their reply, Allstate and Goosby lodged various objections to Ayanbadejo's summary-judgment evidence, including their objection

that Ayanbadejo failed to attach most of his summary-judgment evidence to his motion.

After a hearing the trial court granted Allstate and Goosby's motion after consideration of "admissible evidence". The summary judgment, final for our purposes states, "All relief requested in this case and not expressly granted is hereby denied. All costs of court are hereby taxed against party incurring same. This judgement is final as to all parties and all claims and is appealable". *See Lehmann v. Har-Con Corp.*, 39 S.W.3d 191 (Tex. 2002).

II. Issues and Analysis

Ayanbadejo's arguments on appeal, like those in many of his filings in the trial court, which affront reality, logic and convention, are scattershot free-flowing accusations and ideas, that should be supported by the law or the record, but frequently are not. To the extent Ayanbadejo's brief raises new arguments or new claims for the first time on appeal, we decline to entertain them. Ayanbadejo's brief is successful in conveying to this court that he challenges the trial court's summary judgment ruling dismissing his claims.

We review a trial court's ruling on a motion for summary judgment de novo. *Tarr v. Timberwood Park Owners Ass'n, Inc.*, 556 S.W.3d 274, 278 (Tex. 2018). Courts review the record "in the light most favorable to the nonmovant, indulging every reasonable inference and resolving any doubts against the motion." *City of Keller v. Wilson*, 168 S.W.3d 802, 824 (Tex. 2005). A defendant moving for summary judgment must either (i) conclusively negate at least one element of the plaintiff's theory of recovery or (ii) plead and conclusively establish each element of an affirmative defense.

Centeq Realty, Inc. v. Siegler, 899 S.W.2d 195, 197 (Tex. 1995); Tex. R. Civ. P. 166a(c). In this case, Allstate and Goosby's summary judgment motion pursued dismissal under both avenues.

"Undisputed evidence may be conclusive of the absence of a material fact issue, but only if reasonable people could not differ in their conclusions as to that evidence." *Buck v. Palmer*, 381 S.W.3d 525, 527 (Tex. 2012). Where, as here, a trial court's order granting summary judgment does not specify the ground relied on for its ruling, we must affirm if any of the summary judgment grounds advanced is meritorious. *Dealer Computer Servs., Inc. v. DCT Hollister Rd, LLC*, 574 S.W.3d 610, 615 (Tex. App.—Houston [14th Dist.] 2016, no pet.). Additionally, we must affirm if the appellant fails to challenge all grounds on which summary judgment may have been granted. *Id.* (citing *Malooly Bros., Inc. v. Napier*, 461 S.W.2d 119, 121 (Tex. 1970)); see *McCrary v. Hightower*, 513 S.W.3d 1, 5 (Tex. App.—Houston [14th Dist.] 2016, no pet.).

Did the Trial Court Err in Dismissing Ayanbadejo's DTPA, Theft Liability Act, and Conversion Claims Based on the Applicable Statute of Limitations Running from the Timing of the Unauthorized Withdraw?

In the factual recitation of Ayanbadejo's live pleadings he alleges that Allstate withdrew close to \$500.00 from his Wells Fargo bank account to pay another customer's coverage. This allegation forms the basis of claims he asserts under the Deceptive Trade Practices Act, for violations of the Theft Liability Act, and for conversion. Allstate and Goosby's summary

judgment motion sought to dismiss these claims as time barred.

All three of the causes of action have 2-year statute of limitations periods. Section 17.565 of the Texas Business and Commerce Code provides for a two-year statute of limitations for the DTPA claims. Section 16.003(a) of Texas Civil Practice and Remedies Code sets the limitations periods for Ayanbadejo's conversion claim and his claims under the Texas Theft Liability Act. *See Gonyea v. Scott*, 541 S.W.3d 238, 248 (Tex. App.—Houston [1st Dist.] 2017, pet. denied) (applying the 2-year limitation provision under 16.003(a) in the absence of a provision within the text of the Act).

Despite Ayanbadejo's array of arguments on appeal, he has bypassed Allstate and Goosby's statute of limitations argument, making no mention of this basis asserted for summary judgment. See Tex. R. App. P. 33.1. Even if he had not waived his arguments in response to the statute of limitations, we consider the merits of this ground as a basis for the trial court's dismissal of these claims.

A defendant moving for summary judgment on the affirmative defense of limitations bears the burden of conclusively establishing the elements of that defense. *Schlumberger Tech. Corp. v. Pasko*, 544 S.W.3d 830, 833 (Tex. 2018) (per curiam). This burden includes conclusively establishing when the claim accrued. *Id.* at 833-34.

Allstate and Goosby overcame this burden. Their live answer pleaded the statute of limitations defense. Conversely Ayanbadejo's live pleading did not indicate when the alleged withdrawal occurred or pleaded the

discovery rule. Allstate and Goosby's summary judgment evidence included Ayanbadejo's responses to discovery requests concerning dates and amounts of improper withdrawals made by Allstate from his Wells Fargo account. Ayanbadejo produced a bank statement from September of 2015, and stated in his interrogatory response that Allstate withdrew money from the Ayanbadejo's account on September 29, 2015. The evidence was not contested. Ayanbadejo produced no summary-judgment evidence indicating that the withdrawal occurred on any other date. Rather, Ayanbadejo testified in his deposition that he learned of the withdraw immediately through an email. In his summary judgment response, Ayanbadejo proposed that the period did not begin to run until he knew that the withdrawal affected his credit rating. But unless an accrual date is prescribed by statute, a cause of action accrues when a wrongful act causes a legal injury, even if the fact of injury is not discovered until later, and even if all resulting damages have not yet occurred. *Sw. Energy Prod. Co. v. Berry-Helfand*, 491 S.W.3d 699, 721 (Tex. 2016).

Because Ayanbadejo failed to create a fact issue that he discovered that the withdrawal occurred within two years of filing suit in 2019, the trial court did not err in concluding that Ayanbadejo's claims under the DTPA, the Theft Liability Act, and conversion were barred by the statute of limitations.

Did the Trial Court Err in Dismissing Ayanbadejo's Claims Based on a Grounds that Allstate Had No Duty to Pay Personal Injury Coverage Claims, that It Properly Paid Property Coverage Claims, and that Ayanbadejo Raised No Fact Issue on Any Independent Duty Claim?

In the factual recitation of Ayanbadejo's live pleadings he alleges that Allstate failed to pay for personal injury losses associated with his March 13, 2017 collision with a deer, ("personal injury coverage claims"). The pleadings similarly allege facts that Allstate also either failed to pay or delayed payment of coverage relating to the towing, repairs, and rental (for the duration of the repairs) resulting from the March 13, 2017 deer collision, ("property coverage claims"). Both the personal injury coverage claims and property coverage claims form the basis of Ayanbadejo's causes of action for breach of contract, and related claims for promissory estoppel, bad faith, and for violations of the Insurance Code.

In their summary judgment motion, Allstate and Goosby set out to challenge the personal injury coverage claims by alleging and proving that Allstate had no contractual duty to pay personal injury claims, and that it properly paid property coverage claims. Based on the insurance policy, the affidavits and Ayanbadejo's deposition testimony, the uncontested summary judgment record shows that at the time of the March 13, 2017 deer collision, Ayanbadejo's policy included coverage for liability, property damage (including towing and rental cost), Uninsured/Underinsured Motorist Coverage, but not coverage for Personal Injury Protection or Medical Pay.

Ayanbadejo's personal injury coverage claims are based on his theory that they are covered under his Uninsured/Underinsured Motorist Coverage. He makes the novel argument that a deer is analogous to an uninsured motorist, relying on a 96-year-old case out of the Waco Court of Civil Appeals not involving an uninsured motorist policy. *Am. Auto. Ins. Co. v. Baker*, 5 S.W.2d 252 (Tex. Civ. App. 1928)(reasoning that an animal could be an "object" under the terms of the policy and determined that vehicle's property damage should therefore be covered). We consider the text of the insurance agreement to determine whether the uninsured/underinsured motorist policy in this case lends coverage for the deer collision.

In doing so we interpret the insurance policy under the same rules of construction that apply to any other contract, reading all parts of the policy together and viewing the policy in its entirety to give effect to the written expression of the parties' intent. *Balandran v. Safeco Ins. Co. of Am.*, 972 S.W.2d 738, 740-41 (Tex. 1998). Applying the ordinary rules of contract construction to insurance policies, the reviewing court ascertains the parties' intent by looking only to the four corners of the policy to see what is actually stated and does not consider what allegedly was meant. *Fiess v. State Farm Lloyds*, 202 S.W.3d 744, 747 (Tex. 2006); *Williams Consolidated I, Ltd./BSI Holdings, Inc. v. TIG Ins. Co.*, 230 S.W.3d 895, 902 (Tex. App.—Houston [14th Dist.] 2007, no pet). We examine the entire insurance policy, read all of its parts together, and seek to give effect to all of its provisions so that none will be meaningless. See *Gilbert Texas Const., L.P. v. Underwriters at Lloyd's London*, 327 S.W.3d 118, 126 (Tex. 2010).

Having reviewed the policy under these principles, we hold that the Uninsured/Underinsured Motorist Coverage provision is not ambiguous, and in this case does not cover the deer collision. The crucial distinction is that the policy only provides coverage when Ayanbadejo would otherwise be entitled to recover from “the owner or operator of an uninsured motor vehicle.” Ayanbadejo provided no proof to suggest any owner or operator of an uninsured motor vehicle was associated with the deer. Additionally, Ayanbadejo provided no proof to indicate that Allstate was otherwise obligated to pay under any other cause of action he asserted for his personal injury claim damages “independent from the loss of the benefits.” *USAA Tex. Lloyds Co. v. Menchaca*, 545 S.W.3d 479, 495, 499-500 (Tex. 2018) (“general rule” is that “an insured cannot recover policy benefits as actual damages for an insurer’s statutory violation if the insured has no right to those benefits under the policy.”).

Allstate also provided summary judgment evidence that it had performed its duty to pay property coverage claims, paying for 31 days of rental costs, paying for repairs, and paying for towing fees. Though Ayanbadejo verified facts in his motion, he failed to provide competent summary judgment evidence that created a fact issue that he was entitled to receive benefits for a breach of insurance contract or for his remaining causes of action (for refused or delayed payment) he asserted for the recovery of his property claim damages. *Id.*; *Quanaim v. Frasco Rest. & Catering*, 17 S.W.3d 30, 42 (Tex. App.—Houston [14th Dist.] 2000, pet. denied) (verified pleadings, motions and responses are not competent summary judgment evidence).

Ayanbadejo also failed to raise a fact issue showing that he suffered any independent injury. To establish “injury independent of the policy claim,” however, Ayanbadejo must show his “damages are truly independent of [his] right to receive policy benefits.” *Menchaca*, 545 S.W.3d at 500. But the only damages claimed by Ayanbadejo are predicated on Allstate’s obligation to pay them under the auto-policy. Ayanbadejo’s theory of damages is that if Allstate had, for example, followed the Insurance Code, it would have paid Ayanbadejo more, or more promptly, in towing and rental benefits than it did. *In re State Farm Mut. Auto. Ins. Co.*, 629 S.W.3d 866, 872-75 (Tex. 2021).

The trial court did not err in concluding that Ayanbadejo failed to raise a fact issue with respect to his personal injury coverage claims or property coverage claims such that Allstate and Goosby were entitled to summary judgment as a matter of law. We therefore overrule any complaint Ayanbadejo asserts on appeal as to this ground asserted in the summary judgment motion which addresses the remaining claims.

III. Conclusion

Having overruled all issues properly raised and preserved for our review, Ayanbadejo’s we affirm the trial court’s final summary judgment.

/s/ Randy Wilson
Justice

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Panel consists of Justices Jewell, Spain and
Wilson (Spain, J. concurs without opinion).

**JUDGMENT,
FOURTEENTH COURT OF APPEALS
(MAY 26, 2022)**

IN THE FOURTEENTH COURT OF APPEALS

JOHN-HENRY AYANBADEJO,
INDIVIDUALLY, AND ON BEHALF OF
SIMILARLY SITUATED PERSONS,

Appellant,

v.

CHANEL GOOSBY AND ALLSTATE FIRE &
CASUALTY INSURANCE CO.,

Appellees.

No. 14-20-00264-CV

Before: JEWELL, SPAIN and Randy WILSON,
Justices.

This cause, an appeal from the judgment in favor of appellees, Chanel Goosby and Allstate Fire & Casualty Insurance Co., signed, March 19, 2020, was heard on the appellate record. We have inspected the record and find no error in the judgment. We order the judgment of the court below **AFFIRMED**. We order appellant, John-Henry Ayanbadejo, Individually, and on Behalf of Similarly Situated Persons, to pay all costs incurred in this appeal. We further order this decision certified below for observance.

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Judgment Rendered May 26, 2022.

Panel Consists of Justices Jewell, Spain and Wilson.

Opinion delivered by Justice Wilson. Justice Spain concurred without opinion.

**ORDER ON MOTION TO WITHDRAW AS
RESPONDENT'S ATTORNEY OF RECORD
(AUGUST 16, 2021)**

IN THE DISTRICT COURT
HARRIS COUNTY, TEXAS
151ST JUDICIAL DISTRICT

JOHN-HENRY AYANBADEJO
INDIVIDUALLY AND ON BEHALF OF
SIMILARLY SITUATED PERSONS,

Petitioner,

v.

CHANEL GOOSBY &
ALLSTATE FIRE & CASUALTY INSURANCE

Defendants.

Cause No. 2019-18186

Come on this day of ____ 2021, Olu McGuinnis
Orubusin's Motion to Withdraw. and the Court is of
the opinion that its Motion is meritorious. It is
therefore,

ORDERED, ADJUDGED AND DECREED, that
OLU MCGUINNIS OTUBUSIN is withdrawn from
the representation of Petitioner JOHN-HENRY
AYANBADEJO in connection with the above-entitled
and numbered cause. All counsel are being advised to

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forward all pleadings to Petitioner by serving the Petitioner at his individual address.

SIGNED this ____ day of ____, 2021.

Signed: 8/16/2021

/s/ {Illegible}
Judge Presiding

**ORDER DENYING PLAINTIFF'S MOTION TO
DISQUALIFY OR RECUSE,
DISTRICT COURT OF HARRIS COUNTY
(JANUARY 25, 2021)**

**IN THE DISTRICT COURT OF HARRIS COUNTY
151ST JUDICIAL DISTRICT**

**JOHN-HENRY AYANBADEJO INDIVIDUALLY
AND ON BEHALF OF SIMILARLY SITUATED
PERSONS,**

v.

**CHANEL GOOSBY and ALLSTATE FIRE &
CASUALTY INSURANCE CO.**

Cause No. 2019-18186

BE IT REMEMBERED that on this day came on to be considered the Plaintiff's Motion to Disqualify or Recuse, and the Court, after having read and considered the Motion, Defendant's Response, it is of the opinion that the Plaintiff's Motion to disqualify or Recuse is not meritorious and should be DENIED.

It is, therefore, ORDERED, ADJUDGED and DECREED that Plaintiff's Motion to Disqualify or Recuse shall be and is hereby DENIED.

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SIGNED this ____ day of _____, 2020.

Signed:

/s/

Judge Presiding

1/25/2021

**ORDER DENYING PLAINTIFF'S
MOTION FOR NEW TRIAL
(JUNE 15, 2020)**

IN THE DISTRICT COURT OF HARRIS COUNTY
151ST JUDICIAL DISTRICT

JOHN-HENRY AYANBADEJO INDIVIDUALLY
AND ON BEHALF OF SIMILARLY SITUATED
PERSONS,

v.

CHANEL GOOSBY and ALLSTATE FIRE &
CASUALTY INSURANCE CO.

Cause No. 2019-18186

Plaintiff's request for findings of fact and conclusions of law is hereby OVERRULED. Findings and conclusions are not required in, nor appropriate for, cases involving summary judgments. An award of summary judgment means that there are no genuine issues of material fact. Thus, there are no factual findings to be made. The conclusion of law is that Defendant was entitled to judgment as a matter of law based on the absence of any genuine issues of material fact, or based upon an issue of law.

/s/
Judge Presiding

June 15, 2020

**ORDER DENYING REQUEST FOR FINDINGS
OF FACT AND CONCLUSIONS OF LAW
(APRIL 17, 2020)**

IN THE DISTRICT COURT OF HARRIS COUNTY
151ST JUDICIAL DISTRICT

AYANBADEJO, JOHN-HENRY INDIVIDUALLY
AND ON BEHALF,

Plaintiff(s),

v.

ALLSTATE FIRE & CASUALTY INSURANCE,

Defendants.

Cause No. 2019-18186

Before: Mike ENGELHART,
Judge, 151st District Court.

Plaintiff's request for findings of fact and conclusions of law is hereby OVERRULED. Findings and conclusions are not required in, nor appropriate for, cases involving summary judgments. An award of summary judgment means that there are no genuine issues of material fact. Thus, there are no factual findings to be made. The conclusion of law is that Defendant was entitled to judgment as a matter of law based on the absence of any genuine issues of material fact, or based upon an issue of law.

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/s/ Hon. Mike Engelhart

Judge

151st District Court

Signed April 17, 2020

**ORDER GRANTING DEFENDANTS' MOTION
FOR SUMMARY JUDGMENT
(MARCH 19, 2020)**

IN THE DISTRICT COURT OF HARRIS COUNTY
151ST JUDICIAL DISTRICT

JOHN-HENRY AYANBADEJO INDIVIDUALLY
AND ON BEHALF OF SIMILARLY SITUATED
PERSONS,

v.

CHANEL GOOSBY and ALLSTATE FIRE &
CASUALTY INSURANCE CO.

Cause No. 2019-18186

CAME ON to be considered Defendants' Traditional Motion for Summary Judgment and the Court, having considered the Motion, the responses, replies, and argument of counsel, if any, and the admissible summary judgment evidence and pleadings on file, finds that the Motion should be in all things granted. It is therefore,

ORDERED, that Defendants' Motion for Summary Judgment is GRANTED. It is further,

ORDERED, ADJUDGED, and DECREED that Plaintiff JOHN-HENRY AYANBADEJO take nothing by reason of his lawsuit against ALLSTATE FIRE & CASUALTY INSURANCE CO. & CHANEL GOOSBY,

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and that the Defendants are fully discharged, released and acquitted. It is further,

ORDERED, ADJUDGED, and DECREED that all of Plaintiff JOHN-HENRY AYANBADEJO's claims and causes of action which he has asserted in this cause of action against the Defendants are hereby dismissed with prejudice as a matter of law.

All relief requested in this case and not expressly granted is hereby denied. All costs of court are hereby taxed against party incurring same. This judgement is final as to all parties and all claims and is appealable.

SIGNED this ____ day of ___, 2020.

/s/
Judge Presiding

March 19, 2020

**ORDER DENYING PETITION FOR
REHEARING, SUPREME COURT OF TEXAS
(OCTOBER 20, 2023)**

SUPREME COURT OF TEXAS

AYANBADEJO

v.

GOOSBY

RE: Case No. 23-0343

COA #: 14-20-00264-CV

TC#: 2019-18186

Today the Supreme Court of Texas denied the motion for rehearing of the above-referenced petition for review.

**ORDER DENYING PETITION
FOR REHEARING, FOURTEENTH
COURT OF APPEALS
(MARCH 28, 2023)**

FOURTEENTH COURT OF APPEAL
301 FANNIN, SUITE 245 HOUSTON, TEXAS 77002

RE: Court of Appeals Number: 14-20-00264-CV Trial
Court Case Number: 2019-18186

Style: *John-Henry Ayanbadejo v. Chanel Goosby and
Allstate Fire & Casualty Insurance Co.*

Please be advised that on this date the court
DENIED APPELLANT'S motion for rehearing en
banc in the above cause.

En Banc Court Consists of Chief Justice Christopher, and Justices Wise, Jewell, Bourliot, Zimmerer, Spain, Hassan, Poissant, and Wilson.

Sincerely,

/s/ Deborah M. Young
Clerk of the Court

**TEXAS BAR PUBLIC REPRIMAND
(SEPTEMBER 19, 2023)**

**STATE BAR OF TEXAS
OFFICE OF THE CHIEF DISCIPLINARY COUNSEL**

John-Henry Ayanbadejo
2918 West Grand Parkway North
Houston, Texas 77449

Re: Case No. 202104241 — [John-Henry Ayanbadejo]
Commission for Lawyer Discipline v. Olu
McGinnis Otubusin Before the 4-6 Evidentiary
Panel of the State Bar District No. 4 Grievance
Committee

Dear John-Henry Ayanbadejo:

The Commission for Lawyer Discipline and Olu Otubusin, Respondent, have agreed to settle the above-referenced disciplinary matter. The parties agreed that Respondent committed professional misconduct in violation of the Texas Disciplinary Rules of Professional Conduct. Enclosed please find a copy of the fully executed Agreed Public Reprimand.

On behalf of the State Bar of Texas and the Commission for Lawyer Discipline, we thank you for your patience and cooperation. We appreciate your assistance in this important process. If you have any questions concerning this matter, please contact the undersigned at your earliest convenience.

Please scan the QR code below or go to <https://cdc.texasbar.com/survey> to complete our Disciplinary System Questionnaire, which gives us valuable

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feedback from those involved in the process. We would appreciate you taking a moment to complete it.

Sincerely,

/s/ John S. Brannon

Assistant Disciplinary Counsel

STATE BAR OF TEXAS
OFFICE OF THE CHIEF DISCIPLINARY COUNSEL

Mr. Olu McGuinnis Otubusin
6430 Richmond Avenue, Suite 350
Houston, TX 77057-5989

Re: Case No. 202104241 — [John-Henry Ayanbadejo]
Commission for Lawyer Discipline v. Olu McGuinnis Otubusin Before the 4-6 Evidentiary Panel of the State Bar District No. 4 Grievance Committee

Dear Olu Otubusin:

Please find enclosed the Agreed Judgment of Public Reprimand. If you have any questions concerning this matter, please contact the undersigned at your earliest convenience.

Please be advised that any judgment conditions requiring compliance, including payment of attorneys' fees and costs, will be regularly monitored and enforced by the Office of the Chief Disciplinary Counsel. Contact Compliance Monitor, Heather White, at 877.953.5535, extension 1334, or Special Programs Coordinator, Jennifer Ibarra, at 877.953.5535, extension 1343, for further information.

If any sanction other than a private reprimand has been imposed, all documents, statements, and other information coming to the attention of the Evidentiary Panel may be made public.

Sincerely,

/s/ John S. Brannon

Assistant Disciplinary Counsel

**AGREED JUDGMENT OF
PUBLIC REPRIMAND
(AUGUST 29, 2023)**

**BEFORE THE EVIDENTIARY PANEL 4-6
OF THE STATE BAR DISTRICT NO. 4
GRIEVANCE COMMITTEE**

COMMISSION FOR LAWYER DISCIPLINE,

Petitioner,

v.

OLU MCGUINNIS OTUBUSIN,

Respondent.

**202104241 [AYANBADEJO]
HARRIS COUNTY, TEXAS**

Parties and Appearance

Petitioner and Respondent, OLU MCGUINNIS OTUBUSIN, Texas Bar Number 15346150 announce that an agreement has been reached on all matters including the imposition of a Public Reprimand.

Jurisdiction and Venue

The Evidentiary Panel 4-6 having been duly appointed to hear this complaint by the chair of the Grievance Committee for State Bar of Texas District 4, finds that it has jurisdiction over the parties and

the subject matter of this action, and that venue is proper.

Professional Misconduct

The Evidentiary Panel, having considered the pleadings, admissions, stipulations and agreements of the parties, finds Respondent has committed Professional Misconduct as defined by Rule 1.06(CC) of the Texas Rules of Disciplinary Procedure.

Findings of Fact

Petitioner and Respondent agree to the following findings of fact. Accordingly, the Evidentiary Panel finds:

1. Respondent is an attorney licensed to practice law in Texas and is a member of the State Bar of Texas.
2. Respondent resides in and maintains his principal place of practice in Harris County, Texas.
3. Respondent assisted a person who is not a member of the bar in the performance of activity that constitutes the unauthorized practice of law.
4. The Chief Disciplinary Counsel of the State Bar of Texas has incurred reasonable attorneys' fees and direct expenses associated with this Disciplinary Proceeding in the amount of \$1,000.00.
5. In addition to complying with the Minimum Continuing Legal Education (MCLE) requirements of the State Bar of Texas, Respondent shall complete 4 additional hours of continuing legal education in the area of Ethics. These additional hours of CLE are to

be completed between September 1, 2023 and February 29, 2024.

Conclusions of Law

Petitioner and Respondent agree that, based on the foregoing findings of fact, the following Texas Disciplinary Rules of Professional Conduct have been violated. Accordingly, the Evidentiary Panel concludes that the following Texas Disciplinary Rules of Professional Conduct have been violated: Rule 5.05(b).

Sanction

It is AGREED and ORDERED that a Public Reprimand shall be imposed against Respondent in accordance with the Texas Rules of Disciplinary Procedure.

Attorney's Fees and Expenses

It is further AGREED and ORDERED that Respondent shall pay all reasonable and necessary attorney's fees and direct expenses to the State Bar of Texas in the amount of \$1,000.00. The payment of attorney's fees and direct expenses shall be made by certified or cashier's check or money order and made payable to the State Bar of Texas. The payment shall be submitted to the State Bar of Texas, Chief Disciplinary Counsel's Office, 4801 Woodway Dr., Suite 315-W, Houston, Texas 77056 on or before the date this judgment is presented to the Evidentiary Panel for execution.

It is further AGREED and ORDERED that all amounts ordered herein are due to the misconduct of Respondent, and are assessed as a part of the sanction in accordance with Rule 1.06(FF) of the Texas Rules

of Disciplinary Procedure. Any amount not paid shall accrue interest at the maximum legal rate per annum until paid and the State Bar of Texas shall have all writs and other post-judgment remedies against Respondent in order to collect all unpaid amounts.

Additional CLE

In addition to complying with the Minimum Continuing Legal Education (MCLE) requirements of the State Bar of Texas, Respondent shall complete 4 additional hours of continuing legal education in the area of Ethics. These additional hours of CLE are to be completed between September 1, 2023 and February 29, 2024. Within ten (10) days of the completion of these additional CLE hours, Respondent shall verify completion of the course to the State Bar of Texas, via USPS: Office of the CDC, State Bar of Texas, P.O. Box 12487, Austin, TX 78711-2487; or via Delivery: Office of the CDC, State Bar of Texas, 1414 Colorado St., Suite 200, Austin, IX 78701.

Respondent shall make contact with the Chief Disciplinary Counsel's Office's Compliance Monitor at 512-427-1334 and Special Programs Coordinator at 512-427-1343, not later than seven (7) days after receipt of a copy of this judgment to coordinate Respondent's compliance.

Publication

This reprimand shall be made a matter of record and appropriately published in accordance with the Texas Rules of Disciplinary Procedure.

Other Relief

All requested relief not expressly granted herein
is expressly DENIED.

SIGNED this 29th day of August, 2023.

EVIDENTIARY PANEL 4-6 DIS-
TRICT NO. 4 STATE BAR OF
TEXAS

/s/ Scott Rothenberg

District 4-6 Presiding Member

AGREED AS TO BOTH FORM
AND SUBSTANCE:

/s/ Olu McGuinnis Otubusin

State Bar No. 15346150

Respondent

/s/ John S. Brannon

State Bar No. 02895500

Counsel for Petitioner

**AFFIDAVIT OF PETITIONER
JOHN-HENRY AYANBADEJO
(MAY 19, 2023)**

IN THE SUPREME COURT OF TEXAS

JOHN-HENRY AYANBADEJO,

Petitioner,

v.

CHANEL GOOSBY and ALLSTATE FIRE &
CASUALTY INSURANCE COMPANY,

Respondents.

No. 23-0343

From the 14th Court of Appeals,
Cause No. 14-20-00264-CV and the
151st District Court, Harris County, Texas,
Trial Court Cause No. 2019-18186

**PETITIONER'S, JOHN-HENRY
AYANBADEJO'S, AFFIDAVIT IN SUPPORT OF
HIS PETITION FOR REVIEW**

STATE OF TEXAS
HARRIS COUNTY

Before me, the undersigned notary, on this day
personally appeared John-Henry Ayanbadejo, the

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affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

“My name is John-Henry Ayanbadejo, Petitioner in this case. I am over 18 years of age and capable of making this affidavit. As Petitioner I am familiar with the facts of this case. I submit this affidavit in support of my, foregoing Petition for Review.

I have read the said Petitioner’s, John-Henry Ayanbadejo’s Petition for Review, the facts and documents attached, barring any inadvertent errors, omissions, or speculation, are within my personal knowledge and are true and correct.

I signed this affidavit on the 19th day of May 2023 at Harris County, Katy, Texas.

/s/ John-Henry Ayanbadejo
Affiant

SWORN TO and SUBSCRIBED before me by John-Henry Ayanbadejo, on May 19, 2023.

/s/ Jennifer Romero Ramirez
Notary Public in and for
the State of Texas
Comm. Expires 07-30-2025
Notary ID 133242980

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**HOUSTON POLICE REPORT
(JULY 20, 2021)**

HOUSTON POLICE DEPARTMENT

Incident No: 0977839-21

Title: Agg Assault

Address: 6430 Hillcroft #350

Date: 07/20/2021

Officer's Name: Hamid

Unit No. 18F5SE

Crime Prevention: www.houstonpolice.org

Report Gang Tips: www.stophoustongangs.org

**AYANBADEJO EMAILS TO OLIVER
(AUGUST 21, 2020)**

Appellate Court Orders - Ayanbadejo, Individually &
on Behalf of Similarly Situated Persons v Allstate

John Henry <johnhenryesq@gmail.com> to Oliver
Oliver,

Attached are some Appellate documents to give
you some background information on the Appeal and
what has transpired, so far. I will send the rough draft
of the Appeal on Sunda . . .

I noticed that there is another nationwide lawsuit
recently filed accusing Allstate of Deceptive Trade
Practices in relation to Covid-19. I know they're
hiding some damaging information . . . compel and for
sanctions when they filed their motion for summary
judgment that made me shift focus from those motions
to responding to their Motion for Summary Judgment.

Thanks,
John-Henry
(832) 616-0772

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Case Notices for: 14-20-00264-CV

noreply@txcourts.gov

Notice(s) for the following case(s) are attached:-COA
14-20-00264-CV/TC # 2019-18186(2)-ORDER ISSD
DISTRIBUTION LETTER_FILECOPY.pdf-ORDER
ISSD 082020 John Henry lohnhenryesq@gmail.com>
to Glynis, Glynis

Hi Gigi,

Below are the orders. I initially requested an extension of time, which was granted with a request for mediation. I think that the Defendant later filed a motion to abate but may have heard from his office since then. I will forward the grant of the Motion to Extend in a separate email.

Thanks,
Henry
(832) 616-0772

