

**IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA**

WCC No. 2002-0676

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**DALE REESOR**

Petitioner

vs.

**MONTANA STATE FUND**

Respondent/Insurer.

**FILED****JUN - 3 2005**OFFICE OF  
WORKERS' COMPENSATION JUDGE  
HELENA, MONTANA

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**ANSWER OF RELIANCE INSURANCE COMPANY (IN LIQUIDATION)  
TO SUMMONS AND NOTICE OF ATTORNEY FEE LIEN**

Reliance Insurance Company (In Liquidation) (which includes Reliance Insurance Company and each of the following former subsidiaries previously merged into Reliance Insurance Company: Reliance Direct Insurance Company, Reliance Universal Insurance Company, Reliance National Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company, hereafter collectively "Reliance") files the following answer to the Summons and Notice of Attorney Fee Lien and attached Notice of Common Fund Attorney Fee Lien sent to each of the above entities, attached hereto as Exhibit "A".

1. On October 3, 2001, by Order of the Commonwealth Court of Pennsylvania, Reliance was declared insolvent and placed into liquidation. See Order of the Commonwealth Court of Pennsylvania, attached hereto as Exhibit "B", hereinafter "The Liquidation Order".
2. As set forth in paragraph 27 of the Liquidation Order, the following former subsidiaries which were identified in the Summons, were previously merged into Reliance and are also included in the Liquidation Order: Reliance Direct Insurance Company, Reliance

Universal Insurance Company, Reliance National Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company.

3. By virtue of the Liquidation Order, since October 3, 2001, Reliance is enjoined from transacting any business, including paying any claims. See Liquidation Order ¶ 27.
4. By virtue of the Liquidation Order, since October 3, 2001, no lien, judgment or garnishment can be obtained against Reliance. See Liquidation Order ¶ 21.
5. By virtue of the Liquidation Order, since October 3, 2001, no action at law or in equity can be brought against Reliance and any actions existing as of that date shall be stayed as to Reliance. See Liquidation Order ¶ 22.
6. Any claim against Reliance's Estate should be submitted in accordance with the Proof of Claim procedures and requirements set forth at [www.reliancedocuments.com](http://www.reliancedocuments.com).
7. Therefore, Reliance Insurance requests that these proceedings, including the Common Fund Attorney Fee Lien which is claimed by counsel for Petitioner Reesor in his Notice of Common Fund Attorney Fee Lien dated January 18, 2004 be dismissed or, in the alternative, stayed as to Reliance.

Dated:

June 3, 2005

Gail M. Burgess

Gail M. Burgess  
Vice President, Associate General Counsel  
Reliance Insurance Company (In Liquidation)  
Three Parkway  
Philadelphia, PA 19102  
On behalf of Reliance Insurance Company (In  
Liquidation)

**IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA****DALE REESOR,**

Petitioner,

v.

**MONTANA STATE FUND,**

Respondent

WCC No. 2002-0676

**CERTIFICATE OF SERVICE**

I, Gail M. Burgess, Vice President and Associate General Counsel of Reliance Insurance Company (In Liquidation), on behalf of Reliance Insurance Company (In Liquidation), do hereby certify that on the 3<sup>rd</sup> day of June, 2005, a copy of the Answer of Reliance Insurance Company (In Liquidation) to Summons and Notice of Attorney Fee Lien was served upon the Workers' Compensation Court and Attorney for the Respondent by mailing a true and correct copy of said document to the address listed below:

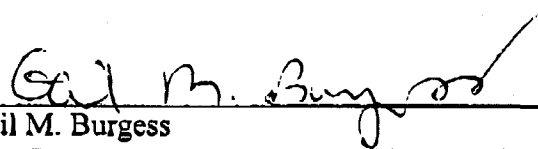
Ms. Patricia J. Kessner  
Clerk of Court  
Workers' Compensation Court  
1625 11<sup>th</sup> Avenue  
Helena, MT 59624

Via Fax (406) 444-7798 and UPS Next Day Air

Thomas J. Murphy  
Murphy Law Firm  
P.O. Box 3226  
Great Falls, MT 59403-3226

Via Fax (406) 452-2999 and U.S. Mail

Dated: June 3, 2005

  
Gail M. Burgess  
Vice President, Associate General Counsel  
Reliance Insurance Company (In Liquidation)  
Three Parkway  
Philadelphia, PA 19102  
Telephone: (215) 864-4000  
Facsimile: (215) 864-4141  
On behalf of the Statutory Liquidator of  
Reliance Insurance Company

# Exhibit A

**IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA**

**WCC No. 2002-0676**

**DALE REESOR**

**Petitioner**

**vs.**

**MONTANA STATE FUND**

**Respondent/Insurer.**

**FILED**

**APR 22 2005**

**OFFICE OF  
WORKERS' COMPENSATION JUDGE  
HELENA, MONTANA**

**SUMMONS AND NOTICE OF ATTORNEY FEE LIEN**

The State of Montana to the following Insurers and Self-Insureds:

BEATRICE COMPANIES INC  
MARKEL INSURANCE COMPANY  
AMERICAN COMMERCE INS CO  
ALLMERICA FINANCIAL ALLIANCE INS CO  
HANOVER INSURANCE CO  
LUMBER MUTUAL INSURANCE CO  
AMERICAN MUTUAL INS CO OF BOSTON  
AMERICAN MUTUAL LIABILITY INS CO  
ELECTRIC INSURANCE CO  
HARTFORD FIRE INSURANCE CO  
AMERICAN CENTRAL INS CO  
NORTHERN ASSURANCE CO OF AMERICA  
EMPLOYERS FIRE INSURANCE CO  
HOUSTON GENERAL INSURANCE CO  
CAMDEN FIRE INSURANCE ASSOCIATION  
ONE BEACON AMERICA INSURANCE CO  
TRADERS & GENERAL INS CO  
AMERICAN EMPLOYERS INSURANCE CO  
PENNSYLVANIA GENERAL INSURANCE CO  
ONE BEACON INSURANCE COMPANY  
LEXINGTON INSURANCE COMPANY  
HOMESITE INSURANCE COMPANY  
LIBERTY INSURANCE CORP  
LM PERSONAL INSURANCE COMPANY  
LM PROPERTY & CASUALTY INSURANCE CO  
WAUSAU BUSINESS INSURANCE CO  
LIBERTY MUTUAL FIRE INSURANCE CO  
LM INSURANCE CORPORATION  
FIRST LIBERTY INSURANCE CORPORATION  
LM GENERAL INSURANCE COMPANY

SEATON INSURANCE CO  
STONEWALL INSURANCE COMPANY  
METROPOLITAN DIRECT PROP & CAS INS  
METROPOLITAN GENERAL INS CO  
ECONOMY PREFERRED INS CO  
ECONOMY PREMIER ASSURANCE CO  
ECONOMY FIRE & CASUALTY CO  
PROVIDENCE WASHINGTON INS CO  
YORK INSURANCE COMPANY  
FACTORY MUTUAL INS CO  
INTERNATIONAL INSURANCE CO  
NORTH AMERICAN SPECIALTY INS CO  
NORTH AMERICAN ELITE INSURANCE  
ATLAS ASSURANCE CO OF AMERICA  
LIBERTY MUTUAL INSURANCE CO  
CORE INSURANCE COMPANY  
ALEA NORTH AMERICA INSURANCE COMPANY  
ODYSSEY AMERICA REINSURANCE CORP  
SENTINEL INSURANCE COMPANY LTD  
HARTFORD INS CO OF THE MIDWEST  
PROPERTY & CASUALTY INS CO OF HARTFORD  
HARTFORD CASUALTY INSURANCE CO  
HARTFORD UNDERWRITERS INS CO  
HARTFORD ACCIDENT & INDEMNITY CO  
AUTOMOBILE INS CO OF HARTFORD  
CHARTER OAK FIRE INSURANCE CO  
TRAVELERS INDEMNITY CO OF CT  
TRAVELERS CASUALTY INS COMPANY OF  
AMERICA  
TRAVELERS PROPERTY CASUALTY COMP OF

AMERICA  
FARMINGTON CASUALTY CO  
TRAVELERS IND CO OF AMERICA  
STANDARD FIRE INSURANCE CO  
TRAVELERS CAS & SURETY CO OF AMER  
TRAVELERS COMMERCIAL INS CO  
TRAVELERS CASUALTY CO OF CONN  
TRAVELERS COMMERCIAL CASUALTY CO  
TRAVELERS CASUALTY & SURETY CO  
PHOENIX INSURANCE CO  
TRAVELERS PROPERTY & CASUALTY INS CO  
TRAVELERS INSURANCE COMPANY  
GULF INSURANCE CO  
STARNET INSURANCE COMPANY  
CHARTWELL REINSURANCE COMPANY  
INSURANCE CORPORATION OF NEW YORK  
NORTH STAR REINSURANCE CORPORATION  
XL REINSURANCE AMERICA  
CLEARWATER INSURANCE COMPANY  
GREENWICH INSURANCE COMPANY  
GENERAL REINSURANCE CORP  
FAIRFIELD INSURANCE COMPANY  
GENESIS INSURANCE COMPANY  
MITSUI SUMITOMO INS CO OF AMERICA  
EXECUTIVE RISK INDEMNITY INC  
PACIFIC INDEMNITY CO  
FEDERAL INSURANCE CO  
GREAT NORTHERN INSURANCE CO  
QUADRANT INDEMNITY COMPANY  
CHUBB NATIONAL INS CO  
VIGILANT INSURANCE CO  
CHUBB INDEMNITY INS CO  
NATIONAL COLONIAL INS, IN LIQUIDATION  
ICM INSURANCE COMPANY  
EVEREST NATIONAL INS CO  
CENTENNIAL INSURANCE CO  
ARCH REINSURANCE COMPANY  
UNITED STATES FIRE INSURANCE CO  
NORTH RIVER INSURANCE CO  
CRUM AND FOSTER INDEMNITY COMPANY  
LUCENT TECHNOLOGIES INC  
AMERICAN REINSURANCE COMPANY  
AMERICAN ALTERNATIVE INS CORP  
HIGHLANDS INSURANCE CO  
WESCO INSURANCE COMPANY  
A T & T COMMUNICATIONS INC  
AXA CORPORATE SOLUTIONS INSURANCE CO  
CENTRE INSURANCE COMPANY  
MITSUI SUMITOMO INS USA INC

CONNIE LEE INSURANCE CO  
RAMPART INSURANCE COMPANY  
WESTERN CONTINENTAL INS CO  
AXA RE AMERICA INS CO  
CONVERIUM INSURANCE (NORTH AMERICA) INC  
QBE INSURANCE CORPORATION  
ATLANTIC MUTUAL INSURANCE CO  
CONVERIUM REINSURANCE (NORTH AMERICA)  
INC  
ATLANTIC SPECIALTY INSURANCE  
COMPANY  
FOLKSAMERICA REINSURANCE COMPANY  
LIBERTY INS UNDERWRITERS INC  
XL INS CO OF NEW YORK INC  
HUDSON INSURANCE COMPANY  
PUBLIC SERVICE MUTUAL INS CO  
GERLING AMERICA INSURANCE COMPANY  
QUANTA INDEMNITY COMPANY  
INSURANCE CORPORATION OF HANNOVER  
REDLAND INSURANCE COMPANY  
CLARENDON NATIONAL INS CO  
CITY INSURANCE CO  
HOME INSURANCE CO  
AMERICAN INTERNATIONAL PACIFIC INS CO  
SIRIUS AMERICAN INS CO  
ILLINOIS NATIONAL INSURANCE COMPANY  
GENERAL SECURITY NATIONAL INSURANCE  
COMPANY  
GENERAL SECURITY INSURANCE COMPANY  
NICHIDO FIRE & MARINE INS CO  
HOME INDEMNITY CO THE  
SCOR REINSURANCE COMPANY  
COMMERCE & INDUSTRY INSURANCE CO  
TECHNOLOGY INSURANCE CO INC  
CHURCH MUTUAL INSURANCE CO  
CONSTITUTION INSURANCE COMPANY  
NAVIGATORS INSURANCE COMPANY  
TOKIO MARINE & FIRE INSURANCE CO  
TRANS PACIFIC INSURANCE COMPANY  
NATIONAL UNION FIRE INS OF PITTSBURGH  
AMERICAN HOME ASSURANCE CO  
NEW HAMPSHIRE INSURANCE CO  
GRANITE STATE INSURANCE CO  
INSURANCE COMPANY OF STATE OF PA  
AIU INSURANCE CO  
BIRMINGHAM FIRE INS CO OF PA  
SOMPO JAPAN INSURANCE COMPANY OF  
AMERICA  
PARTNER REINS CO OF NEW YORK

SWISS REINSURANCE AMERICA CORP  
LANCER INSURANCE COMPANY  
NEWARK INSURANCE CO  
HEALTHCARE UNDERWRITERS MUT INS CO  
UNITED COMMUNITY INSURANCE CO  
FRONTIER INSURANCE COMPANY  
UTICA MUTUAL INSURANCE CO  
FEDEX GROUND PACKAGE SYSTEM INC  
P P G INDUSTRIES INC  
ROCKWOOD INSURANCE CO  
ROCKWOOD CASUALTY INSURANCE COMPANY  
OLD REPUBLIC INSURANCE CO  
PHICO INSURANCE CO  
PENNSYLVANIA CASUALTY COMPANY  
PENNSYLVANIA NATIONAL MUTUAL CASUALTY  
AMGUARD INSURANCE COMPANY  
EASTGUARD INSURANCE COMPANY  
NORGUARD INSURANCE COMPANY  
UNITED NATIONAL CASUALTY INSURANCE CO  
PENN STAR INSURANCE COMPANY  
UNITED STATES LIABILITY INS CO  
INSURANCE COMPANY OF NORTH AMERICA  
ACE FIRE UNDERWRITERS INS CO  
ACE INDEMNITY INSURANCE COMPANY  
PACIFIC EMPLOYERS INSURANCE CO  
BANKERS STANDARD FIRE & MARINE  
ACE PROPERTY & CASUALTY INS CO  
ACE AMERICAN INSURANCE COMPANY  
BANKERS STANDARD INSURANCE CO  
INDEMNITY INS CO OF NORTH AMERICA  
RELIANCE INSURANCE CO  
RELIANCE UNIVERSAL INS CO  
RELIANCE NATIONAL INSURANCE CO  
RELIANCE NATIONAL INDEMNITY CO  
RELIANCE DIRECT INS CO  
UNITED PACIFIC INSURANCE CO  
LEGION INSURANCE CO  
VILLANOVA INSURANCE COMPANY  
VILLANOVA INSURANCE COMPANY  
AMERICAN FUJI FIRE & MARINE INS CO  
OVERSEAS PARTNERS US REINSURANCE  
ACE AMERICAN REINSURANCE CO  
CENTURY INDEMNITY CO  
PENNSYLVANIA MANUFACTURERS ASSOC  
MANUFACTURES ALLIANCE INSURANCE CO  
PENNSYLVANIA MANUFACTURERS INDEMNITY  
COMPANY  
HARLEYSVILLE INSURANCE COMPANY  
AMERICAN INTERNATIONAL SPECIALTY LINES

INSURANCE  
AMERICAN CENTENNIAL INSURANCE CO  
ULICO CASUALTY COMPANY  
GOVERNMENT EMPLOYEES INS CO  
GEICO INDEMNITY COMPANY  
GEICO CASUALTY COMPANY  
PROFESSIONALS ADVOCATE INS CO  
EULER AMERICAN CREDIT INDEMNITY CO  
MONUMENTAL GENERAL CASUALTY CO  
ASSURANCE COMPANY OF AMERICA  
MARYLAND CASUALTY CO  
VALIANT INSURANCE COMPANY  
AMERICAN GENERAL CORP  
SEABOARD SURETY COMPANY  
RECIPROCAL OF AMERICA INS CO  
TRIAD GUARANTY INSURANCE COMPANY  
INTEGON NATIONAL INSURANCE COMPANY  
ALAMANCE INSURANCE COMPANY  
FIRST FINANCIAL INSURANCE COMPANY  
OCCIDENTAL FIRE & CASUALTY CO OF NC  
VEREX ASSURANCE INC  
GROCERS INSURANCE COMPANY  
SAFEGUARD INSURANCE COMPANY  
ORION INSURANCE COMPANY  
AMERICAN & FOREIGN INS CO  
SECURITY INS CO OF HARTFORD  
GUARANTY NATIONAL INSURANCE COMPANY  
AXIS REINSURANCE COMPANY  
FIRE & CASUALTY INS CO OF CONN  
GLOBE INDEMNITY CO  
PHOENIX ASSURANCE CO OF NEW YORK  
CONNECTICUT INDEMNITY CO  
EMPLOYEE BENEFITS INS CO  
ROYAL INDEMNITY COMPANY  
GUARANTEE INSURANCE CO  
AIG NATIONAL INSURANCE COMPANY  
ATLANTA INTERNATIONAL INS CO  
INTERNATIONAL INDEMNITY CO  
INDUSTRIAL UNDERWRITERS INS CO  
WESTCHESTER FIRE INSURANCE CO  
GEORGIA PACIFIC CORP  
AMERICAN SAFETY CASUALTY INS CO  
ATLANTA SPECIALTY INS CO  
FIRST PROFESSIONALS INSURANCE COMPANY  
INCORPORATE  
P I E NATIONWIDE INC  
FIDELITY NATIONAL PROPERTY AND CASUALTY  
INS CO  
RYDER SYSTEMS INC

SECURITY NATIONAL INS CO  
LUMBERMENS UNDERWRITING ALLIANCE  
FIRST SOUTHERN INSURANCE CO  
TEXAS EMPLOYERS INDEMNITY CO  
THE INSURANCE COMPANY  
SERVICE INSURANCE COMPANY  
HORIZON CMS HEALTHCARE CORP  
SHELBY CASUALTY INS CO  
MEDICAL ASSURANCE CO INC  
CATERPILLAR INSURANCE COMPANY  
PERMANENT GENERAL ASSURANCE CORP  
MERASTAR INSURANCE CO  
FEDERAL EXPRESS CORP  
WAVERLEY MONTANA INC  
AMERICAN HARDWARE MUTUAL INS CO  
NATIONWIDE MUTUAL FIRE INSURANCE CO  
NATIONWIDE PROPERTY & CASUALTY INS CO  
CREDIT GENERAL INSURANCE CO  
ST PAUL FIRE & MARINE INS CO  
CONTINENTAL CASUALTY CO  
CHAMPION INTERNATIONAL CORP  
BORDEN CHEMICAL INC  
EVERGREEN NATIONAL INDEMNITY  
ROCHDALE INSURANCE COMPANY  
BRISTOL WEST INSURANCE COMPANY  
PROGRESSIVE CASUALTY INS CO  
NATIONAL CONTINENTAL INSURANCE CO  
NATIONAL INTERSTATE INS CO  
WEST AMERICAN INSURANCE COMPANY  
OHIO SECURITY INSURANCE COMPANY  
AVOMARK INS CO  
AMERICAN FIRE & CASUALTY COMPANY  
OHIO CASUALTY INSURANCE COMPANY  
COMPASS INSURANCE COMPANY  
NORTHWESTERN NATIONAL INS CO OF MIL  
GREAT AMERICAN INS CO OF NEW YORK  
GREAT AMERICAN ALLIANCE INS CO  
GREAT AMERICAN INSURANCE CO  
WORLDWIDE INSURANCE COMPANY  
GREAT AMERICAN SPIRIT INSURANCE CO  
GREAT AMERICAN ASSURANCE CO  
CINCINNATI INSURANCE COMPANY  
CINCINNATI CASUALTY COMPANY  
CINCINNATI INDEMNITY COMPANY  
PROTECTIVE INSURANCE CO  
SAGAMORE INSURANCE COMPANY  
IGF INSURANCE COMPANY  
GRAIN DEALERS MUTUAL INSURANCE CO  
NATIONAL INSURANCE ASSOCIATION

INDIANA LUMBERMENS MUTUAL INS CO  
BROTHERHOOD MUTUAL INS CO  
FORT WAYNE HEALTH & CASUALTY INS CO  
YOSEMITE INSURANCE COMPANY  
STAR INSURANCE CO  
WILLIAMSBURG NATIONAL INS CO  
K MART CORP  
NATIONAL GENERAL INS CO  
MIC GENERAL INS CORP  
MIC PROPERTY & CASUALTY INS CORP  
MOTORS INSURANCE CORPORATION  
CIM INSURANCE CORPORATION  
HOLCIM (US) INC  
INTREPID INSURANCE COMPANY  
AMERISURE MUTUAL INSURANCE CO  
DAIMLER CHRYSLER INSURANCE COMPANY  
FRANKENMUTH MUTUAL INS CO  
INSURANCE CORPORATION OF AMERICA  
AMERICAN PHYSICIANS ASSURANCE CORP  
ACCIDENT FUND INSURANCE COMPANY OF  
AMERICA  
MICHIGAN MILLERS MUTUAL INSURANCE CO  
GUIDANT SPECIALTY MUTUAL INS CO  
GUIDEONE MUTUAL INS CO  
WESTERN AGRICULTURAL INS CO  
EMCASCO INSURANCE COMPANY  
AMERICAN LIBERTY INSURANCE CO  
DAKOTA FIRE INSURANCE COMPANY  
ALLIED MUTUAL INSURANCE CO  
CONTINENTAL WESTERN INS CO  
HOMELAND CENTRAL INSURANCE CO  
BERKLEY REGIONAL INSURANCE COMPANY  
UNION INS CO OF PROVIDENCE  
CENTURION CASUALTY COMPANY  
NATIONWIDE AGRIBUSINESS INS CO  
FARMLAND MUTUAL INSURANCE CO  
AMCO INSURANCE COMPANY  
ALLIED PROPERTY & CASUALTY INS COMPANY  
DEPOSITORS INSURANCE COMPANY  
PHARMACIST MUTUAL INSURANCE COMPANY  
ACCEPTANCE INDEMNITY INS CO  
IOWA MUTUAL INSURANCE CO  
FIREMANS FUND INS CO OF WISCONSIN  
NORTHWESTERN NATIONAL CASUALTY CO  
NN INSURANCE COMPANY  
ST PAUL GUARDIAN INSURANCE CO  
ST PAUL MERCURY INSURANCE CO  
ST PAUL MEDICAL LIABILITY INS CO  
UNITED WISCONSIN INS CO



COMMERCIAL LOAN INS CORP  
LAURIER INDEMNITY COMPANY INCORPORATED  
REGENT INSURANCE CO  
GENERAL CASUALTY CO OF WISCONSIN  
WINTERTHUR INTERNATIONAL AMERICA INS CO  
CUMIS INSURANCE SOCIETY INC  
PLATTE RIVER INSURANCE COMPANY  
NATIONWIDE INS CO OF AMERICA  
AMERICAN FAMILY MUTUAL INSURANCE CO  
AMERICAN STANDARD INSURANCE COMPANY  
OF WISCONSIN  
DAIRYLAND INSURANCE COMPANY  
SENTRY INSURANCE MUTUAL CO  
MIDDLESEX INSURANCE COMPANY  
SENTRY SELECT INSURANCE COMPANY  
FEDERATED SERVICE INSURANCE CO  
FEDERATED MUTUAL INSURANCE CO  
FIDELITY & GUARANTY INS UNDERWRITERS  
ATHENA ASSURANCE CO  
ST PAUL PROTECTIVE INSURANCE COMPANY  
DISCOVER PROPERTY & CASUALTY INS CO  
UNITED STATES FIDELITY & GUARANTY CO  
FIDELITY & GUARANTY INS CO  
NORTHBROOK INDEMNITY CO  
STOLTZE CONNER LUMBER CO  
F H STOLTZE LAND & LUMBER CO  
NORTHLAND CASUALTY COMPANY  
NORTHLAND INSURANCE COMPANY  
MODERN SERVICE INSURANCE COMPANY  
CHS INC  
TARGET CORP  
NORTHWESTERN CORPORATION  
NORTHWESTERN ENERGY L L C  
DAKOTA TRUCK UNDERWRITERS  
AMERICAN WEST INSURANCE CO  
STILLWATER MINING CO  
VALOR INSURANCE COMPANY INC  
WAGGONERS TRUCKING THE  
HOLY ROSARY HOSPITAL  
MONTANA HEALTH NETWORK WC INS TRUST  
WESTERN ENERGY CO  
PEABODY COAL CO  
BENEFIS HEALTH CARE  
ST THOMAS CHILD & FAMILY CNTR  
COLUMBUS HOSPITAL CORP  
MONTANA ELECTRIC & TELEPHONE POOL  
MONTANA CONTRACTOR COMP FUND  
UNIVERSITY OF GREAT FALLS  
SCIF HORSERACING

COMBINED BENEFITS INS CO  
MACO WORKERS COMP TRUST  
MONTANA SCHOOLS GROUP INS AUTHORITY  
MONTANA STATE FUND  
MHA WORKERS COMP TRUST  
MONTANA MUNICIPAL INS AUTHORITY  
MUS SELF-FUNDED WORK COMP PROGRAM  
CONSOLIDATED FREIGHTWAYS CORP  
MONTANA RESOURCES  
ENTECH INC  
MONTANA POWER CO  
TOWN PUMP INC  
GOLDEN SUNLIGHT MINES INC  
MISSOULA COUNTY WC GROUP INS AUTHORITY  
MISSOULA COUNTY  
STAN WATKINS TRUCKING INC  
WATKINS & SHEPARD TRUCKING INC  
MONTANA LOGGERS EXCHANGE  
ST JOSEPH HOSPITAL CORP  
NORTHWEST HEALTHCARE CORP  
PLUM CREEK TIMBER CO INC  
HARCO NATIONAL INSURANCE CO  
ALLSTATE INSURANCE CO  
WESTERN DIVERSIFIED CASUALTY INS  
EVANSTON INSURANCE COMPANY  
AMERICAN CONTINENTAL INSURANCE CO  
VIRGINIA SURETY COMPANY INCORPORATED  
AMERICAN PROTECTION INSURANCE CO  
AMERICAN MOTORISTS INSURANCE CO  
SPECIALTY NATIONAL INS CO  
NABISCO INC  
AMERICAN AMBASSADOR CASUALTY CO  
COLONIAL PENN FRANKLIN INS CO  
AMERICAN AGRICULTURAL INS COMPANY  
XL SPECIALTY INSURANCE COMPANY  
FORUM INSURANCE CO  
WESTERN FRUIT EXPRESS CO  
COLONIAL AMERICAN CASUALTY & SURETY  
NORTHERN INS CO OF NEW YORK  
AMERICAN ZURICH INSURANCE CO  
ZURICH AMERICAN INSURANCE CO  
ZURICH AMERICAN INS CO OF ILLINOIS  
AMERICAN GUARANTEE & LIABILITY INS CO  
FIDELITY & DEPOSIT CO OF MARYLAND  
HERITAGE CASUALTY INSURANCE COMPANY  
MILLERS NATIONAL INSURANCE CO  
TRANSGUARD INS CO OF AMERICA INC  
ROYAL INS CO OF AMERICA  
NATIONAL SURETY CORP

WARNER INSURANCE COMPANY  
UNION TANK CAR CO  
COREGIS INSURANCE COMPANY  
INTERCONTINENTAL INSURANCE CO  
SEABRIGHT INSURANCE COMPANY  
COMMERCIAL INS CO OF NEWARK NJ  
CONTINENTAL INSURANCE CO  
FIREMENS INS CO OF NEWARK NJ  
VALLEY FORGE INSURANCE CO  
TRANSCONTINENTAL INSURANCE CO  
NIAGARA FIRE INSURANCE CO  
FIDELITY & CASUALTY CO OF NEW YORK  
NATIONAL FIRE INS CO OF HARTFORD  
BOSTON OLD COLONY INS CO  
AMERICAN CASUALTY CO OF READING PA  
GLENS FALLS INSURANCE CO  
KANSAS CITY FIRE & MARINE INS CO  
CONTINENTAL NATIONAL INDEMNITY  
BITUMINOUS FIRE & MARINE INS CO  
BITUMINOUS CASUALTY CORP  
LEXON INSURANCE COMPANY  
RLI INDEMNITY CO  
COUNTRY MUTUAL INS CO  
COUNTRY PREFERRED INS CO  
COUNTRY CASUALTY INS CO  
STATE FARM GENERAL INS CO  
MILLERS FIRST INSURANCE COMPANY  
FLORISTS MUTUAL INSURANCE CO  
MIDWEST EMPLOYERS CASUALTY CO  
LYNDON PROPERTY INSURANCE COMPANY  
VANLINER INSURANCE CO  
SMURFIT STONE CONTAINER ENTERPRISES INC  
SAFETY FIRST INSURANCE COMPANY  
SAFETY NATIONAL CASUALTY CORP  
TRAVELERS INDEMNITY CO  
STATE FARM MUTUAL AUTOMOBILE INS CO  
AMERICAN DRUG STORES INC  
SHELL WESTERN E & P  
STATE FARM FIRE & CASUALTY CO  
NATIONWIDE MUTUAL INSURANCE CO  
INTERNATIONAL PAPER CO  
MONTGOMERY WARD & CO INC  
ST PATRICK HOSPITAL AND HEALTH SCIENCES  
CENTER  
FLYING J INC  
METROPOLITAN PROP & CAS INS CO  
CONTINENTAL BAKING CO  
ARCH INSURANCE COMPANY  
CASUALTY RECIPROCAL EXCHANGE

ARMED FORCES INSURANCE EXCHANGE  
WESTPORT INSURANCE CORP  
EMPLOYERS REINSURANCE CORP  
BENCHMARK INSURANCE COMPANY  
ASH GROVE CEMENT CO  
UNIVERSAL UNDERWRITERS INS CO  
FEDERATED RURAL ELECTRIC INS EXCHANGE  
SISTERS OF CHARITY OF LEAVENWORTH  
HEALTH SYSTEM  
CIMARRON INSURANCE CO  
CONAGRA FOODS INC  
CALIFORNIA INSURANCE COMPANY  
PREFERRED PROFESSIONAL INSURANCE  
COMPANY  
NATIONAL INDEMNITY COMPANY  
PROTECTIVE NATIONAL INSURANCE COMPANY  
OF OMAHA  
CENTRAL NATIONAL INS CO OF OMAHA  
UNION INSURANCE COMPANY  
GREAT WEST CASUALTY CO  
GRAY INSURANCE COMPANY  
AMERICAS INSURANCE COMPANY  
AMERICAN INTERSTATE INS CO  
AUDUBON INSURANCE COMPANY  
BANCINSURE INC  
CONOCO PIPELINE CO  
OLD REPUBLIC SECURITY ASSURANCE CO  
NATIONAL AMERICAN INSURANCE CO  
STONINGTON INSURANCE COMPANY  
FAIRMONT INSURANCE CO  
TIG INSURANCE CO  
TIG PREMIER INSURANCE CO  
J C PENNEY CORP INC  
ATLANTIC INSURANCE COMPANY  
TRANSPORTATION INS CO  
TRANSPORT INSURANCE CO  
LEADER INSURANCE COMPANY  
STONEBRIDGE CASUALTY INS COMPANY  
EMPLOYERS CASUALTY COMPANY IN  
RECEIVERSHIP  
NL INDUSTRIES  
ACIG INSURANCE COMPANY  
TRINITY UNIVERSAL INS CO OF KANSAS  
TRINITY UNIVERSAL INSURANCE CO  
SOUTHERN INSURANCE COMPANY  
SELECT INSURANCE CO  
BANKERS MULTIPLE LINE INS CO  
MILLERS INSURANCE COMPANY  
TRITON INSURANCE COMPANY

TECK COMINCO AMERICAN INC  
ALASKA NATIONAL INSURANCE CO

¶1 On December 22, 2004, the Montana Supreme Court held that the age-related limits imposed by section 39-71-710, MCA (1999), on a claimant's permanent partial disability benefit is unconstitutional. The Court further determined that older claimants are entitled to the same permanent partial disability benefits as younger claimants. *Reesor v. Montana State Fund*, 2004 MT 370. A copy of that decision may be found by going to this Court's WEB site at [http://wcc.dli.mt.gov/reesor\\_info.asp](http://wcc.dli.mt.gov/reesor_info.asp) and selecting the link to the decision.

¶2 The Supreme Court remanded the case to this Court for a redetermination of the benefits due the petitioner. Following remand, on January 20, 2005, petitioner's attorney filed Petitioner's Notice of Common Fund Attorney Fee Lien, a copy of which is attached. In that lien notice he claims an attorney fee lien on all additional benefits due claimants injured on or after July 1, 1987, and prior to December 22, 2004, as a result of the Supreme Court's decision and which are paid after December 22, 2004. The claimed lien extends to all Montana insurers and self-insurers. The lien is for twenty-five percent of the additional benefits.

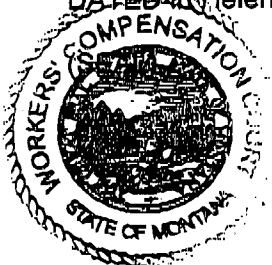
¶3 Until further order of this Court, each insurer and self-insurer named in this summons is authorized to withhold twenty-five percent of additional benefits paid after December 22, 2004, on account of the *Reesor* decision to claimants who were injured on or after July 1, 1987, and prior to December 22, 2004.

¶4 Further, each of you is made a respondent to the petitioner's common fund claims and summoned to answer the petitioner's request for certification of a common fund and enforcement of his attorney's lien. **Your written answer must include any defenses you may have to the request for common fund certification and must be received at the Workers' Compensation Court at P.O. Box 537, Helena, MT 59624-0537, or delivered to its offices at 1625 11<sup>th</sup> Avenue, Helena, Montana, on or before June 6, 2005.** A copy of your answer must also be served on petitioner's attorney, Mr. Thomas J. Murphy, at Murphy Law Firm, P.O. Box 3226, Great Falls, MT 59403-3226.

¶5 Following the deadline for the filing of your answer, the Court will conduct further proceedings to determine whether a common fund exists, the extent of any common fund, and the petitioner's entitlement to attorney fees pursuant to the common fund doctrine. If the Court finds there is a common fund, then proceedings to enforce common fund entitlements and the petitioner's attorney fee lien will follow. **Resolution of these legal issues, and any attendant issues, will govern this case and apply to each of you.**

¶6 To facilitate dissemination of your answer and of subsequent motions, briefs, orders, court minutes, and hearing transcripts, the Court will post all non-privileged documents in this case under the common fund section of its WEB site at [www.wcc.dli.mt.gov](http://www.wcc.dli.mt.gov).

DATED in Helena, Montana, this 22<sup>nd</sup> day of April, 2005.



Mark McFarland  
JUDGE

Attachment: Petitioner's Notice of Common Fund Attorney Fee Lien

# Exhibit B

**IN THE COMMONWEALTH COURT OF PENNSYLVANIA**

**M. Diane Koken,  
Insurance Commissioner of the  
Commonwealth of Pennsylvania,  
Plaintiff**

**v.**

**Reliance Insurance Company,  
Defendant**

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**: No. 269 M.D. 2001**

## ORDER OF LIQUIDATION

AND NOW, this 3rd day of October, 2001, upon consideration of the Petition of M. Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania, in her capacity as Rehabilitator of Reliance Insurance Company for Liquidation in accordance with Article V of the Insurance Department Act of 1921, as amended, 40 P.S. §211, et seq. and the Consent thereto, it is hereby **ORDERED** and **DECREED** that said Petition is **GRANTED**.

It is further **ORDERED** and **DECREED** that:

1. The rehabilitation of Reliance Insurance Company ("Reliance" or the "Company") commenced under this Court's Order of May 29, 2001 is hereby **TERMINATED**.

2. Reliance is hereby found to be and is declared **INSOLVENT**, as that term is defined in 40 P.S. §§ 221.3, and as provided in 40 P.S. §§ 221.14(1) and 221.19.

3. Commissioner M. Diane Koken and her successors in office (the "Commissioner") are hereby **APPOINTED** Liquidator of Reliance and the Liquidator or her designees (the "Liquidator") are directed immediately to take possession of Reliance's property, business and affairs as Liquidator, and to liquidate Reliance in accordance with Article V of the Insurance Department Act of 1921, as amended (40 P.S. §§211 et seq.) (the "Act"), and to take such action as the interest of the policyholders, creditors or the public may require.

4. The Liquidator is hereby **VESTED** with all the powers, rights, and duties authorized under the Act and other applicable law.

#### **ASSETS OF THE ESTATE**

5. The Commissioner, as Liquidator, is vested with title to all property, assets, contracts and rights of action ("assets") of Reliance, of whatever nature and wherever located, whether held directly or indirectly, as of the date of the filing of the Petition for Liquidation. All assets of Reliance are hereby found to be in custodia legis of this Court; and this

Court specifically asserts, to the fullest extent of its authority, (a) in rem jurisdiction over all assets of the Company wherever they may be located and regardless of whether they are held in the name of the Company or any other name; (b) exclusive jurisdiction over all determinations of the validity and amount of claims against Reliance; and (c) exclusive jurisdiction over the determination of the distribution priority of all claims against Reliance.

6. The filing or recording of the Order with the clerk of the Commonwealth Court or with the recorder of deeds of the county in which the principal business of Reliance is conducted, or the county in which its principal office or place of business is located, shall impart the same notice as a deed, bill of sale or other evidence of title duly filed or recorded with that recorder of deeds would have imparted.

7. All banks, investment bankers, companies, other entities or other persons having in their possession assets which are, or may be, the property of Reliance, shall, unless otherwise instructed by the Liquidator, deliver the possession of the same immediately to the Liquidator, and shall not disburse, convey, transfer, pledge, assign, hypothecate, encumber or in any manner dispose of the same without the prior written consent of, or unless directed in writing by, the Liquidator.

8. All persons and entities are enjoined from disposing of or destroying any records pertaining to any transactions between Reliance and any party.

9. The amount recoverable by the Liquidator from any reinsurer shall not be reduced as a result of this Order of Liquidation,

regardless of any provision in a reinsurance contract or other agreement. Payment made directly by the reinsurer to an insured or other creditor of Reliance shall not diminish the reinsurer's obligation to Reliance, except to the extent provided by law.

10. All agents, brokers, and other persons having sold policies of insurance issued by Reliance shall account for and pay all unearned commissions and all premiums, collected and uncollected, for the benefit of Reliance directly to the Liquidator, within 30 days of notice of this Order. No agent, broker, reinsurance intermediary or other person shall disburse or use monies which come into their possession and are owed to, or are claimed by, Reliance for any purpose other than payment to the Liquidator.

11. If requested by the Liquidator, all attorneys employed or retained by Reliance or performing legal services for Reliance as of the date of this Order shall, within 30 days of such request, report to the Liquidator the name, company claim number (if applicable) and status of each matter they are handling on behalf of Reliance. Said report shall include the full caption, docket number and name and address of opposing counsel in each case and an accounting of any funds received from or on behalf of Reliance for any purpose and in any capacity.

12. Any entity furnishing telephone, water, electric, sewage, garbage, delivery, trash removal, or utility services to Reliance shall maintain such service and create a new account for the Liquidator as of the date of this Order upon instruction by the Liquidator.



13. Any entity (including any affiliate of Reliance) which has custody or control of any data processing information and records (including but not limited to source documents, all types of electronically stored information, master tapes or any other recorded information) relating to Reliance, shall transfer custody and control of such records in a form readable by the Liquidator to the Liquidator as of the date of this Order, unless instructed to the contrary by the Liquidator.

14. Any entity (including any affiliate of Reliance) furnishing claims processing or data processing services to Reliance shall maintain such services and transfer any such accounts to the Liquidator as of the date of this Order, unless instructed to the contrary by the Liquidator.

15. Reliance, its affiliates, and their officers, directors, trustees, employees, consultants, agents, and attorneys, shall: surrender peacefully to the Liquidator the premises where Reliance conducts its business; deliver all keys or access codes thereto and to any safe deposit boxes; advise the Liquidator of the combinations or access codes of any safe or safekeeping devices of Reliance or any password or authorization code or access code required for access to data processing equipment; and shall deliver and surrender peacefully to the Liquidator all of the assets, books, records, files, credit cards, and other property of Reliance in their possession or control, wherever located, and otherwise advise and cooperate with the Liquidator in identifying and locating any of the foregoing.

16. Except for contracts of insurance and for reinsurance, all executory contracts to which Reliance is a party as of the date of this Order

may be affirmed or disavowed by the Liquidator within 90 days of the date of this Order.

### **CONTINUATION AND CANCELLATION OF COVERAGE**

17. All policies and contracts of insurance, whether issued within this Commonwealth or elsewhere, in effect on the date of this Order shall continue in force only with respect to risks in effect at that time, for the lesser of the following: (a) thirty days from the date of this Order; (b) until the normal expiration of the policy or contract providing insurance coverage; (c) until the insured has replaced the insurance coverage with equivalent insurance with another insurer or otherwise terminated the policy; or (d) until the Liquidator has effected a transfer of the policy obligation pursuant to Section 221.23(8). All policies or contracts of insurance issued by Reliance are hereby cancelled and terminated for all purposes effective thirty days from the date of this Order.

### **WORKERS COMPENSATION AND PERSONAL INJURY PROTECTION CLAIMS**

18. For a period not to exceed 90 days from entry of this Order, the Liquidator is authorized but not obligated, in her sole discretion, to make arrangements for the continued payment in full of the claims under policies of workers compensation and under policies providing personal injury protection (PIP) by making the facilities, computer systems, books, records and arrangements with third party administrators (to the extent possible) of Reliance available for the processing and payment of such

claims, to any affected guaranty association (or other entity that is the functional equivalent) and to states and state officials holding statutory deposits for the benefit of such workers compensation and PIP claimants, provided, however, that such guaranty associations, states or state officials shall provide or make available the funds to make the actual payment of such claims. In circumstances where a guaranty association certifies in writing to the Liquidator that it does not have the immediate ability to fund the payment of workers compensation and PIP claims that are its obligation by law, the Liquidator is authorized to advance the funds, if available, from Reliance to pay such claims on a temporary basis for a period not to exceed 90 days, provided that the guaranty association enters into a written agreement that such advances shall be treated as a distribution pursuant to 40 P.S. §221.36. The Liquidator shall have the discretion to accept such interim assurances as she deems adequate in lieu of a formal agreement.

#### **NOTICE AND PROCEDURES FOR FILING CLAIMS**

19. The Liquidator shall give notice by first-class mail to all persons which or who may have claims against Reliance, contingent or otherwise, as disclosed by its books and records, and advising claimants to file with the Liquidator their claims together with proper proofs thereof on or before the date (which shall be no earlier than one year from the date of the notice) the Liquidator shall specify therein. The Liquidator shall also cause a notice to be published in newspapers of general circulation where Reliance has its principal places of business, as well as in the national edition of the Wall Street Journal, (a) specifying the last day for the filing of claims; (b) advising all persons of the procedure by which all persons may

present their claims to the Liquidator; (c) advising all persons of the Liquidator's office wherein they may present their claim; and (d) advising all persons of their right to present their claim or claims to the Liquidator. Any and all persons, firms, or corporations having or claiming to have any accounts, debts, claims or demands against Reliance, contingent or otherwise, or claiming any right, title, or interest in any funds or property in the possession of the Liquidator are required to file with the Liquidator at the location designated in the above-described notices, on or before the date specified by the Liquidator as the last date upon which to file a claim (which shall be no earlier than one year from the date of the notice), a properly completed proof of claim or be thereafter barred as claimants against any assets in the hands of the Liquidator, unless a late filing is permitted under 40 P.S. §221.37. No person shall participate in any distribution of the assets of Reliance unless such claims are filed and presented in accordance with and within the time limit established by the Liquidator, subject to the provisions for the late filing of claims in 40 P.S. §221.37.

#### **EXPENSES, PAYMENTS AND LAWSUITS**

20. Without filing a petition for distribution, the Liquidator shall have the discretion to pay as costs and expenses of administration, pursuant to 40 P.S. §221.44, the actual, reasonable and necessary costs of preserving or recovering assets of Reliance and the costs of goods or services provided to and approved by Reliance (In Rehabilitation) or this Court during the period of Rehabilitation and that are unpaid as of the date of this Order. The rights and liabilities of Reliance and of its creditors,

policyholders, trustees, shareholders, members, and all other persons interested in this estate shall be determined in accordance with the Act as of the date of the filing of the Petition for Liquidation.

21. Reliance, its affiliates, or their directors, officers, trustees, employees, attorneys, brokers, consultants, agents, insureds, creditors, and any other persons, wherever located, are enjoined from: (a) the transaction of further business; (b) transferring, selling, concealing, terminating, canceling, destroying, disbursing, disposing of or assigning any assets, funds or other property of any nature; (c) any interference, in any manner, with Commissioner M. Diane Koken or her successors, or any of her designees in liquidating Reliance's business and affairs; (d) any waste of Reliance's assets or property; (e) the dissipation and transfer of bank accounts and negotiable instruments; (f) the institution or further prosecution of any actions in law or equity on behalf of or against Reliance; (g) the obtaining of preferences, judgments, attachments, garnishments or liens against Reliance's assets, property and policyholders; (h) the levy of execution process against Reliance and its assets, property and policyholders; (i) the negotiation or execution of any agreement of sale or deed conveying personal or real property for nonpayment of taxes or assessments or for any other purpose; (j) withholding from the Liquidator or her designees or removing, concealing, transferring or destroying books, accounts, documents, policies or policy related documents or other records relating to Reliance's business; (k) making any assessments or indirectly collecting such assessments by setting them off against amounts otherwise payable to Reliance; (l) attempting to collect unpaid premiums, deductibles

or self insured retentions from Reliance's insureds; and (m) the taking of any other action which might lessen the value of Reliance's assets or property, prejudice the rights and interests of policyholders and creditors, or interfere in the administration of the proceeding.

22. Unless the Liquidator consents thereto in writing, no action at law or equity, or arbitration or mediation, shall be brought against Reliance or the Liquidator, whether in this Commonwealth or elsewhere, nor shall any such existing action be maintained or further prosecuted after the date of this Order. All actions, including arbitrations and mediations, currently pending against Reliance in the courts of the Commonwealth of Pennsylvania or elsewhere are hereby stayed. All actions, arbitrations and mediations, against Reliance or the Liquidator shall be submitted and considered as claims in the liquidation proceeding.

23. All proceedings in which Reliance is obligated to defend a party in any court of this Commonwealth are hereby stayed for ninety (90) days from the date this Order. The Liquidator, pursuant to 40 P.S. §221.5(a), her designees and/or the Pennsylvania Property and Casualty Insurance Guaranty Association may petition this Court for extensions as needed in the exercise of their respective discretion. With respect to suits and other proceedings in which Reliance is obligated to defend a party, pending outside the Commonwealth of Pennsylvania and in federal courts of the United States, this Order constitutes the request of this Court for comity in the imposition of a 90-day stay by such courts or tribunals, and that those courts afford this order deference by reason of this Court's responsibility for

and supervisory authority over the rehabilitation of Reliance, as vested in this Court by the Pennsylvania Legislature. The Liquidator is authorized to cooperate in assisting any guaranty association in any jurisdiction to enforce any stay of any action provided for in any relevant law of another state. Any person that fails to honor a stay ordered by this Court or violates any provision of this Order, where such person has a claim against Reliance, shall have their claim subordinated to all other claims in the same class, with no payment being made with respect to such claim until all others in the same class have been paid in full, in addition to any other remedies available at law or in equity.

24. No judgment or order against Reliance or its insureds entered after the date of filing of the Petition for Liquidation, and no judgment or order against Reliance entered at any time by default or by collusion, need be considered as evidence of liability or quantum of damages by the Liquidator.

25. No action or proceeding in the nature of an attachment, garnishment, or execution shall be commenced or maintained in this Commonwealth or elsewhere against Reliance or the Liquidator, or their assets.

26. All secured creditors or parties, pledges, lienholders, collateral holders or other person claiming secured, priority or preferred interests in any property or assets of Reliance are hereby enjoined from taking any steps whatsoever to transfer, sell, assign, encumber, attach,

dispose of, or exercise, purported rights in or against any property or assets of Reliance except as provided in 40 P.S. §221.43.

27. All references to "Reliance" herein shall include the former subsidiaries which were previously merged into Reliance Insurance Company with approval of the Commissioner, including Reliance National Indemnity Company, Reliance National Insurance Company, United Pacific Insurance Company, Reliance Direct Company, Reliance Surety Company, Reliance Universal Insurance Company, United Pacific Insurance Company of New York and Reliance Insurance Company of Illinois.

28. This Order shall be effective on the date of entry specified above and supercedes this Court's Order of May 29, 2001.

29. Further, this Order supercedes any order entered by this Court prior to 12:00 noon, October 3, 2001.

The Rehabilitator, through its counsel, is hereby directed to forthwith, serve a copy of this order upon all parties listed on the master service list via fax and/or e-mail and U.S. mail, if necessary. The Rehabilitator, through its counsel, is directed to file with the court in the Office of the Prothonotary, 9<sup>th</sup> Floor the Widener Building, 1339 Chestnut Street, Philadelphia, PA 19107, by 1:00 p.m. October 9, 2001 an affidavit, that service, as outlined above, has been effectuated.

Certified from the Record

OCT 04 2001

and Order Exit

  
JAMES GARDNER COLINS, Judge



**Reliance Insurance Company (In Liquidation)**Three Parkway, 5<sup>th</sup> Floor

Philadelphia, PA 19102-1376

Direct Dial: (215) 864-4210

Facsimile: (215) 864-4141

*Gail. Burgess@relianceinsurance.com*

Gail M. Burgess

Vice President, Associate General Counsel

**Reliance****VIA UPS NEXT DAY AIR**

June 3, 2005

Workers' Compensation Court

1625 11<sup>th</sup> Avenue

Helena, MT 59624

**Re: Answer of Reliance Insurance Company (In Liquidation)  
to Summons and Notice of Attorney Fee Lien  
Dale Reesor, Petitioner, vs. Montana State Fund, Respondent/Insurer  
Workers' Compensation Court of the State of Montana  
WCC No. 2002-0676**

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To Whom It May Concern:

Enclosed for filing is the Answer of Reliance Insurance Company (In Liquidation) to the Summons and Notice of Attorney Fee Lien and attached Notice of Common Fund Attorney Fee Lien. Kindly file the above document, and return a time-stamped copy in the enclosed self-addressed stamped envelope. Thank you.

If you have any questions, please feel free to contact me at the address and/or phone number referenced in the letterhead above.

Sincerely,

Gail M. Burgess

GB: ls

Enclosures

cc: Thomas J. Murphy  
Murphy Law Firm  
P.O. Box 3226  
Great Falls, MT 59403-3226