

FILED

MAY 26 2006

OFFICE OF
WORKERS' COMPENSATION JUDGE
HELENA, MONTANA

THOMAS J. MURPHY
Murphy Law Firm
P.O. Box 3226
Great Falls, MT 59403-3226
Phone: 406-452-2345
Fax: 406-452-2999
Attorneys for Petitioner

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

DALE REESOR,)	
Petitioner,)	
)	WCC No. 2002-0676
vs.)	
)	Reesor's Reply Brief on
)	Common Fund Issues
MONTANA STATE FUND)	
Respondent/Insurer)	

COMES NOW the petitioner, Dale Reesor ("Reesor"), to reply to the Insurers' opening briefs on common fund issues.

INTRODUCTION

In his opening brief, Reesor argued that a common fund exists, because he meets the three-element common fund applicability test. Reesor created a common fund PPD benefit for elderly claimants, Reesor incurred legal expenses, and the non-participating Reesor Claimants are ascertainable. Reesor asked the Court to apply Montana's blanket retroactive application rule to find that Reesor applies to all open and related workers compensation claims. Reesor principally cited Dempsey and Schmill II to confirm that this Court should not apply the Chevron exception to retroactive application. However, if the Court applies the three-factor Chevron test, the Court should nevertheless order retroactive application. The Insurers are unable to meet their burden of proof under the Chevron exception to escape liability. The Insurers cannot show that this is a truly compelling case, nor can the Insurers prove all three of the Chevron factors. Therefore, the Court should find that Reesor is fully retroactive to all open PPD claims arising on or after July 1, 1987.

In his opening brief, Reesor also addressed the Insurers' unusual arguments regarding laches, statutes of limitations, freedom of contract, and "taking without just compensation." The Reesor Claimants filed a timely request for common fund application, so the statute of limitation defense does not apply. Furthermore, the Insurers entered insurance contracts agreeing to pay workers' compensation benefits that have always been defined by Court decision. Thus, nothing new happened in the Reesor decision that "interferes" with the Insurers' contractual duty to pay workers' compensation benefits. Consequently, there is no interference with contract or "taking without just compensation." The Insurers eagerly entered the business of making money by taking actuarial risk. Part of that risk involved the possibility that the Court would halt the unconstitutional denial of equal PPD benefits to elderly workers. Since these four defenses are relatively obtuse, Reesor does not address them in this reply. Reesor refers the Court to his opening brief for comments about these defenses.

In their opening briefs, the Insurers all joined in the State Fund's brief. Predictably, the State Fund argues that there is no Reesor Common Fund. Thereafter, the State Fund argues that if a common fund exists, then the Court should not apply Reesor retroactively. Thereafter, the State Fund argues that if Reesor applies retroactively, then the Reesor Claimants may not proceed because of the defenses of laches, impairment of contract, statute of limitations, or constitutional protection against taking without compensation. Finally, the insurers maintain that they did not receive due process in this common fund action, because the Court did not follow the requirements of Montana's class action statutes (Jennings brief pp. 4-6, State Fund brief pp. 7-8).

In this reply brief, Reesor shows that the Insurers gloss over major elements of common fund law. Cases decided by this Court and by the Montana Supreme Court firmly establish the rights of the Reesor Common Fund. For instance, the Insurers did not distinguish Murer, Schmill II, or any of the other Supreme Court decisions that upheld common fund applicability. The Insurers neglect to inform the Court that common funds have been affirmed in every case to reach the Supreme Court. Those common fund cases were similar to Reesor in that they sought increased benefits for multiple claimants, and those cases involved more numerous claimants.

Common fund litigation was approved in the United States Supreme Court during the nineteenth century, and Montana has used the equitable remedy several times "since 1933." See, Means v. Montana Power Co. (1981) 191 Mont. 395, 625 P.2d 32. Although a large list of Insurers in this case do not recognize it, common fund litigation is not class action litigation. Common fund litigation is a creature of equity; whereas, class action litigation is a creature of statute. The present case was never a class action case; therefore, the Insurers' due process argument, based on class action principle, is irrelevant to the present common fund action. As evidenced by the very briefs that they file in the present action, the Insurers have due process. They are taking the opportunity to be heard, and in fact they are speaking with the rest of us during the present briefing cycle. These Insurers are being afforded due process of law.

REESOR ESTABLISHED A COMMON FUND

Montana law has consistently identified three elements to establish a common fund:

There are three elements necessary to establish a common fund. First, a party, styled the active beneficiary, must create, reserve, preserve, or increase an identifiable monetary fund or benefit in which all active and non-participating beneficiaries have an interest. Second, the active beneficiary must incur legal fees in establishing the common fund. Third, the common fund must benefit ascertainable, non-participating beneficiaries.

Ruhd v. Liberty Northwest Ins. Corp., 2004 MT 236, ¶ 16, 322 Mont. 478, ___, 97 P.3d 561, 565; citing, Mountain West Farm Bureau Mutual Ins. Co. v. Hall, 2001 MT 314, ¶¶ 15-18, 308 Mont. 29, 38 P.3d 825.

Here, the Reesor Claimants meet all three elements to establish a common fund. In their attack on the Reesor Common Fund, the Insurers contend that Reesor Claimants are not "ascertainable." Secondly, the Insurers argue that Reesor "has put forth no evidence whatsoever that the common fund is an identifiable fund." (Jennings brief p. 9, State Fund brief p. 1). The Insurers are incorrect, because Reesor did create a common fund PPD benefit for elderly claimants, Reesor incurred legal expenses, and the non-participating Reesor Claimants are ascertainable.

Regarding the question of whether Reesor established an identifiable fund, the Court need not look past the Insurers' briefs. There is no question that the Reesor decision created an additional PPD benefit for elderly claimants. The Supreme Court clearly ordered equal PPD benefits for elderly PPD claimants. Before Reesor, the statute only provided elderly PPD claimants with impairment benefits; but after Reesor, elderly PPD claimants receive additional PPD factors for post-1991 cases, and additional wage supplement benefits for 1987 to 1991 cases. Therefore, this is not, as argued, a case that merely created a "favorable precedent." (Jennings Brief p. 10, citing, Matthews v. Liberty Northwest Ins. Corp. WCC. No. 2001-0294, 2004 ML 186). Reesor created a definable entitlement for elderly PPD claimants with open claims. We know these benefits are ascertainable, because the Insurers have easily estimated their value. (See, e.g., the State Fund estimates the value of fully retroactive Reesor benefits at \$3,000,000.00 – Brief p. 20).

The State Fund was also very helpful in proving that Reesor Claimants are ascertainable. The State Fund estimated the potential number of Reesor Claimants at 2,971 claimants (Brief p. 16). Furthermore, the State Fund was able to identify whether some of those claimants had passed away or had settled. Importantly, the State Fund indicated how easy it was to locate these Claimants, because the State Fund was able to find these claimants in "approximately ten hours" (Brief p. 16). Such evidence

conclusively supports the Reesor Claimants assertion that the common fund claimants and the common fund benefits are "ascertainable."

The Murer cases establish that the common fund doctrine should be applied to a case involving increases in individual claimant's benefits. In Murer, several claimants sought higher workers' compensation benefits over a multi-year period. Instead of allowing a class action proceeding, the Court held that a common fund theory was more appropriate. In this regard, the Court employed a doctrine that had been used in "several cases" in Montana "since 1933." See, Means v. Montana Power Co. (1981) 191 Mont. 395, 625 P.2d 32. Thereafter, the Murer Court denied class action certification and instead applied the common fund doctrine. The common fund theory was obviously affirmed on appeal (Murer III, 942 P.2d at 72), and in that respect, the Murer case was applied retroactively from July 1, 1987 through June 30, 1991. Murer answers the Insurers' demand for class action procedures, because the Court prefers the common fund doctrine in cases of this nature.

Based on the Murer holdings, there is no doubt that the Reesor Claimants complied with due process. The insurers that complain that they should receive due process in the form of class action statutes have apparently overlooked the important holdings in Murer. This is a common fund action, approved by Murer and its case progeny; therefore, this Court should not burden the common fund doctrine with additional procedural requirements from Montana's class action statutes.

SCHMILL II NECESSITATES COMMON FUND APPLICATION & RETROACTIVITY

The issues raised by defense counsel in Reesor are identical to the issues that the same defense attorneys raised in Schmill II. In Schmill v. Liberty Northwest Ins. Corp., 2005 MT 144, 327 Mont. 293, 114 P.3d 204 (6/7/05) (referred to as "Schmill II"), a unanimous Montana Supreme Court answered all of the present issues in favor of the Reesor Claimants.

Schmill II was the second time the Supreme Court addressed the Insurers' objections to the Schmill Common Fund. In Schmill I, the Supreme Court held that it was a violation of the Equal Protection Clause to allow apportionment deductions for nonoccupational factors in the Occupational Disease Act, but not in the Workers' Compensation Act. Schmill v. Liberty Northwest Ins. Corp., 2003 MT 80, 315 Mont. 51, 67 P.3d 290 (referred to as "Schmill I"). On remand of Schmill I, the Workers Compensation Court found that the rule announced in Schmill I applied retroactively, and that Schmill I created a common fund. The Insurers appealed Schmill I, but the Montana Supreme Court held in Schmill II that the Workers Compensation Court was correct on each point. Specifically, Schmill II found that the Schmill I ruling applied retroactively, that there was a common fund, and that Schmill's attorneys were not precluded from seeking fees after the Schmill I remand. Schmill II, ¶¶ 22, 23, and 28.

In addition, Schmill II established that the common fund doctrine should be applied to a case involving discrete increases in individual claimant's benefits. In other words, there did not need to be "one fund" involved; rather, the common fund doctrine was applied to multiple claimants (in Schmill II = estimated at 3,543 claimants) seeking increases in their individual benefit rates. Schmill II, ¶ 18.

In Stavenjord II (also estimated at 3,543 claimants), the State Fund conceded that it processed approximately 3,200 Murer claimants (Stip. Fact # 65 (a)). In addition, the State Fund agreed that it handled large numbers of claimants in other common fund cases. See e.g., Flynn v. State Fund, 2002 MT 279, 312 Mont. 410, 60 P.3d 279; and Broeker v. State Fund (1996), 275 Mont. 502, 914 P.2d 967. With that kind of extensive common fund experience, the Insurers are not believable when they say that they cannot find Reesor Claimants or pay Reesor benefits.

In its brief, the State Fund estimates the cost of Reesor benefits and attorney fees for the State Fund and the Old Fund at Three Million Dollars. (Brief p. 21). In the same brief, the State Fund admits that Murer benefits and attorney fees were Two Million Dollars. (Brief p. 19). With inflation factored in, the State Fund essentially admits that the Reesor Common Fund is the same size as the Murer Common Fund. Given the fact that all things are equal, this Court should follow the well-reasoned precedent of Murer and Schmill II.

IN ITS CHEVRON ANALYSIS, THE STATE FUND URGES THE COURT TO RELY ON THE OVERRULED POPPLETON CASE

The State Fund states: "Because the rule prior to Dempsey required only the presence of one of the Chevron factors to preclude retroactivity there is a paucity of authority on this rather vague and difficult element, giving rise to the need for thoughtful interpretation and development post Dempsey" (Brief p. 11). In this way, the State Fund lures the Court into relying on the overruled one-element argument.

In error, the Workers' Compensation Court limited its holding in Stavenjord to partial retroactivity by relying on the partial presence of one Chevron element. The court was under the mistaken impression that one Chevron element could derail retroactivity. Stavenjord 2004 MTWCC 62 & 62A ¶ 16. The Workers' Compensation Court held that two-and-one-half of the three Chevron elements supported full retroactive application, yet the court denied retroactive application for twelve of the fourteen applicable years. In fairness to Judge McCarter, the court did not have the benefit of Dempsey before it issued its retroactivity decision in Stavenjord; whereas, this Court does have the benefit of Dempsey. This Court should not rely on the State Fund's overruled one-element argument.

In Dempsey, the Supreme Court confirmed that the Chevron exception should only be used in the rare and truly compelling case after a party proves all three of the Chevron elements. Dempsey, ¶¶ 29-31. On remand in Stavenjord, the Workers' Compensation Court erred, because the State Fund cited an incorrect (and later overruled) 1987 case entitled Poppleton v. Rollins. The State Fund strenuously argued the following directive from Poppleton: "a rule of law will not be applied retroactively if any of the [Chevron] factors listed below are present." Poppleton v. Rollins (1987), 226 Mont. 267, 271, 735 P.2d 286, 289. Although Judge McCarter outwardly questioned Poppleton, the court nevertheless applied it in error. Significantly, Poppleton was the only case cited by the court to support its partial retroactivity finding. Stavenjord 2004 MTWCC 62, ¶ 16, and see, footnote 5.

Later, the Montana Supreme Court established that one Chevron element does not allow a party to bar retroactive application; therefore, the State Fund must establish all three elements if it hopes to bar retroactive application. Dempsey ¶¶ 30-31. Reesor submits that none of the Chevron elements support the Insurers' positions; however, even if one element did support nonretroactivity, that element would not be sufficient to bar retroactivity.

AS IN SCHMILL II, THIS COURT SHOULD NOT LOOK PAST THE SECOND CHEVRON ELEMENT TO FIND FULL RETROACTIVE APPLICATION OF REESOR

In pages 10 to 12 of the State Fund brief, the Insurers have the temerity to argue, "retroactive application ... will not further the rule's operation." Ridiculous. The second Chevron factor asks whether retroactive application will further or retard the ruling. The Reesor Claimants submit that applying the decision retroactively is the only way to further the rule of law announced. Retroactive application of Reesor assures elderly PPD claimants that they will be treated with equal protection under the Montana Constitution. Conversely, a failure to apply Reesor retroactively nullifies the decision, and it demotes the elderly claimant back to an unprotected status.

The Reesor Claimants respectfully submit that retroactive application is the only way to "further" the Reesor ruling. The converse is also true - it would "retard" the Reesor ruling if this Court fails to require retroactive application. Incongruently, the Insurers disingenuously argue that it would further the Reesor ruling if this Court foregoes retroactive application. In essence, the Insurers argue that it furthers the Reesor ruling if this Court denies equal PPD benefits to elderly claimants. In Reesor, the Supreme Court corrected an unjust and unconstitutional practice of unequal PPD benefit disparity. Therefore, the only way to further the Reesor ruling is to require equal PPD benefits. The Insurers' strained argument about "furtherance" should not stand. Failure to apply Reesor retroactively would "retard" the decision, so this Court should find that the Insurers cannot meet the second Chevron factor.

Courts demand retroactive application, because anything less results in unequal treatment of equally deserving claimants. Obviously, the Insurers want to keep the money, but the Supreme Court found that it was unconstitutional to deny equal PPD benefits to elderly claimants. In this regard, the Workers' Compensation Court's statement in Miller v. Liberty Mutual is applicable:

To deny retroactive application would reward those insurers for their misinterpretation. Indeed, denying retrospective application would allow insurers to postpone the effect of a valid statute [or ruling] simply by misinterpreting it.

Miller, 2003 MTWCC 6, ¶ 27.

In Schmill II, the Montana Supreme Court did not waste time examining all three of the Chevron factors. Instead, the Supreme Court found that the absence of the second factor ("furtherance") was dispositive:

[W]e conclude that Schmill I does not meet the second factor. Because this conclusion is dispositive, we do not decide whether the decision meets the first and third factors. See, Dempsey, ¶ 33 (declining to address the second and third factors because the decision in question failed factor one).

Schmill II, ¶ 14.

As in Schmill II, the second Chevron factor clearly supports retroactive application of the Reesor decision; therefore, this Court should not need to address the other Chevron factors in determining that Reesor is fully retroactive. As for the other Chevron factors, the Reesor Claimants addressed them in their opening brief. If, contrary to Schmill II, the Court decides to address the other Chevron factors, Reesor asks the Court to weigh and balance the equities involved. Reesor disagrees with the State Fund's belief that the Court should only concern itself with the State Fund's equitable concerns (see, Brief p. 13 – "the exclusive focus should be on [the State Fund]"), the Reesor Claimants submit that the equities of this case can only be determined by weighing the competing interests of the two sides.

EQUITY FAVORS THE INJURED CLAIMANT

This Court should require the Insurers to pay additional PPD benefits to deserving Reesor Claimants, as opposed to allowing the Insurers to keep their "unconstitutional" gains. Equity favors the injured claimant who lost his job to injury; whereas, conversely, equity and fairness do not favor the Insurers. The Insurers operate in the business of selling insurance, taking actuarial risks, and making money. The Insurers have the ability to stay in business and to recoup losses. Fairness favors the injured worker who lost his ability to earn a high paying wage. Finally, equity favors

the constitutional more than it favors the unconstitutional, so equity requires the Insurers to pay constitutionally mandated PPD benefits. In equity, these claimants deserve the additional PPD benefit money more than the Insurers deserve to keep it.

The Insurers are in the business of insurance, so they earn money by taking risks. On the other end of the spectrum, injured elderly workers are supposed to be protected by workers' compensation insurance coverage. Injured workers do not make money by insuring risk. If additional risk is revealed by court decision, as here, then it is more equitable for the Insurers to bear the loss. The Insurers have the ability to recover their loss, whereas injured workers, by definition, have lost their ability to "stay in business." The Montana Supreme Court addressed a similar comparison of equities in a subrogation case entitled Swanson v. Hartford Ins. Co., 2002 MT 81, 46 P. 3d 584, 309 Mont. 269. The Swanson Court held:

It is equitable that the loss be born by the insurer which had been paid an insurance premium for the assumption of its liability.... ***The key aspect is that the insurer has been paid for the assumption of the liability for the claim***, and that where the claimant has not been made whole, equity concludes that it is the insurer which should stand the loss, rather than the claimant.

Swanson, ¶ 55; citing, Zacher v. American Insurance Co. (1990) 243 Mont. 226, 230-31, 794 P.2d 335, 338 (emphasis added by the Swanson Court).

In weighing the equities, a greater inequity results by denying retroactive application to all deserving claimants. As the Workers' Compensation Court noted in Flynn:

[I]f policyholders must absorb the costs of complying with Flynn, they have already reaped the benefits ... The inequities of applying the decision retroactively are offset by financial gain the State Fund previously reaped.

Flynn 2003 MTWCC 55, ¶ 38.

THE INSURERS HAVE THE MONEY TO PAY REESOR CLAIMANTS

This Court should require the Insurers to pay additional PPD benefits to deserving claimants, as opposed to allowing them to keep their "unconstitutional" gain. This point is illustrated by examining how the Insurers like the State Fund spent its extra "unconstitutional" money in the past few years.

In past common fund briefs, the State Fund confirmed that it gave away a great deal of money in the past few years. In Stavenjord, the State Fund confirmed that it gave away a total of \$37,246,080.00 in customer refunds and payments to the State General Fund. Remarkably, the State Fund did not contest that it gave most of that money away after Stavenjord was decided. Stavenjord 2004 MTWCC 62, ¶ 33, footnote 15.

As to the question of equity and retroactive application, this Court should question the equity of whether a small portion of that excess money could have been paid to elderly PPD claimants. The State Fund's exaggerated claims of financial hardship should be viewed in the light of its own recent actions.

Furthermore, the State Fund agrees that it did not substantially raise its premiums to prepare to pay common fund liabilities. In 2001, the year that the Workers' Compensation Court decided Stavenjord, the State Fund did not raise premiums (Brief p. 21). Thereafter, the State Fund made the following premium increases: 2002 = 2.7%; 2003 = 2.8%; 2004 = 11.6%; 2005 = 9.5 %; and 2006 = 3% (Brief p. 21). There should be no argument that the State Fund was unable to raise premiums, because the State Fund stipulated in Stavenjord that Montana's workers' compensation costs are 33% lower than they were in 1995 (Stavenjord Stip. Fact #88).

By the end of fiscal year 2003, after the State Fund gave away \$37,246,080.00, the State Fund confirmed that it had a surplus of \$121,600,000.00 (Stavenjord Stip. Fact #79). In the present brief, the State Fund admits that its surplus at the end of fiscal year 2005 was \$148,300,000.00 (Brief p. 20). Therefore, in the space of two years, the State Fund has increased its surplus by \$26,700,000.00. Despite everything the Insurers say, the State Fund and the other Insurers should be forced to pay some of that surplus money to elderly PPD claimants.

COURT MINUTE ENTRY REGARDING THE APPLICABILITY OF RUSSETTE

Finally, the State Fund argues that Reesor does not apply to claims arising between July 1, 1991 and June 30, 1995 (Brief p. 2). The State Fund makes this assertion based on a minute entry from the Workers' Compensation Court dated 2/3/05, Hearing No. 3551, Volume XVII. According to the State Fund, the Workers' Compensation Court decided that there was a Reesor blackout period from July 1, 1991 to June 30, 1995, because of the holding in Russette v. State Fund (1994) 265 Mont. 90, 874 P.2d 1217.

In his 2/3/05 Minute Entry, Judge McCarter states:

During discussion, Mr. Luck indicated that the Reesor decision should not apply to the period between July 1, 1991 and June 30, 1995, because of the decision in

Russette v. State Compensation Insurance Fund, 265 Mont. 90, 874 P.2d 1217, which held that section 39-71-710 MCA (1991-1995), does not provide for termination of permanent partial disability benefits upon reaching retirement age. Thus, insurers presumably have been paying permanent partial benefits to workers injured between July 1, 1991 and June 30, 1995, even after those workers have reached retirement age. Neither Mr. Murphy nor Mr. Hunt disagreed with the analysis, thus the common fund under Reesor appears to encompass only claimants injured between July 1, 1987 and June 30, 1991, and those injured after June 30, 1995."

Reesor Minute Entry, dated 2/3/05, Hearing No. 3551, Volume XVII.

The Reesor Claimants agree that the Insurers should not pay Reesor benefits if these Insurers already paid elderly claimants equal PPD benefits in accord with Russette. However, it is apparent that not all Insurers paid elderly claimants equal benefits. Furthermore, it is apparent that not all Insurers paid elderly claimants equal PPD if they were injured after they were age 65. Therefore, Reesor proposes a more realistic solution: if the Insurers already paid elderly claimants equal PPD benefits pursuant to Russette, then those claimants should not be included in the Reesor Common Fund. If, however, the Insurers did not pay elderly claimants equal PPD benefits, then those claimants should be included in the Reesor Common Fund.

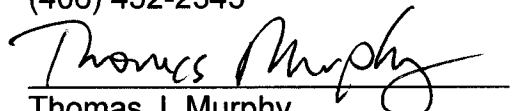
This Court did not request briefs on the issue of the Reesor blackout period from July 1, 1991 to June 30, 1995; therefore, Reesor asks this Court to consider the matter. The State Fund's attempt to construe this issue as settled law should not be allowed to stand. This Court can and should decide if all elderly claimants received equal PPD benefits during that period. The Reesor Common Fund provides the legal framework for the Court to ensure that those claimants receive equal benefits. Therefore, Reesor asks the Court to include in the Reesor Common Fund those elderly PPD claimants that were injured between July 1, 1991 and June 30, 1995.

CONCLUSION

Reesor meets the three-element common fund applicability test: Reesor created a common fund PPD benefit for elderly claimants, Reesor incurred legal expenses, and the non-participating Reesor Claimants are ascertainable. The Reesor decision applies retroactively to all open and related workers compensation claims. This Court should not apply the Chevron exception to retroactive application, because the Insurers did not meet their burden of proof under the Chevron exception to escape liability. Therefore, the Court should find that Reesor is fully retroactive to all open PPD claims arising on or after July 1, 1987.

DATED this 26th day of May, 2006

MURPHY LAW FIRM
P.O. Box 3226
Great Falls, MT 59403-3226
(406) 452-2345


Thomas J. Murphy
Attorney for the Reesor Claimants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 26th day of May, 2006, a copy of the foregoing Reply Brief was served upon the Attorneys for the Insurers by mailing a true and correct copy of said document via first class mail to the addresses listed below:

Bradley J. Luck
Garlington, Lohn & Robinson
PO Box 7909
Missoula, MT 59807

Tom Martello
State Fund
PO Box 4759
Helena, MT 59604-4759

Larry Jones
Jones & Garber Law Office
700 SW Higgins Ave #108
Missoula, MT 59803-1489

KD Feedback
Gough, Shanahan, Johnson &
Waterman
P O Box 1715
Helena, MT 69624

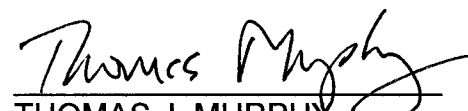
Steven Jennings
Crowley Law Firm
P O Box 2529
Billings, MT 59103-0537

Bryce R. Floch
Hammer, Hewitt & Sandler PLLC
P O Box 7310
Kalispell, Mt 59904-0310

Andrew Adamek
Browning, Kaleczyc, Berry & Hoven
P O Box 1697
Helena, Mt 59624

Robert James
Ugrin, Alexander, Zadick & Higgins
P.O. Box 1746
Great Falls, MT 59403

Thomas M. Welsch
Poore, Roth & Robinson, PC
P O Box 2000
Butte, MT 59702


THOMAS J. MURPHY
Attorney for Reesor