

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

WCC No. 2002-0676

DALE REESOR

Petitioner

vs.

MONTANA STATE FUND

Respondent/Insurer.

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

**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.
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 3rd 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:

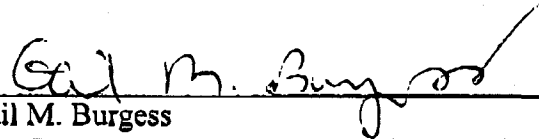
Ms. Patricia J. Kessner
Clerk of Court
Workers' Compensation Court
1625 11th Avenue
Helena, MT 59624

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 CORPORTION
 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 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.

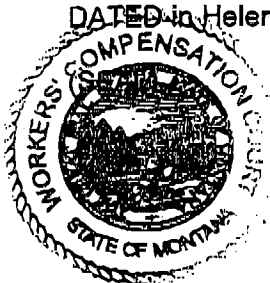
¶3 Until further order of this Court, each insurer and self-insurer named in this summons is authorized to withhold twenty-five percent of additional benefits paid after December 22, 2004, on account of the *Reesor* decision to claimants who were injured on or after July 1, 1987, and prior to December 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 11th 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.

DATED in Helena, Montana, this 22nd day of April, 2005.





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,	: No. 269 M.D. 2001
Defendant	:

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