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Attorneys for Insurers listed on Exhibit "A" attached hereto ("Responding Insurers")

IN THE WORKERS' COMPENSATION COURT OF THE STATE OF MONTANA

CASSANDRA SCHMILL, Petitioner, vs. LIBERTY NORTHWEST INSURANCE CORPORATION, Respondent/Insurer, and MONTANA STATE FUND, Intervenor.	WCC No. 2001-0300 **RESPONDING INSURERS' BRIEF IN OPPOSITION TO *PETITIONER'S OBJECTION TO DISMISSING CERTAIN INSURERS***

COME NOW, the insurers listed on Exhibit "A" (Responding Insurers) and submit this response to *Petitioner's Objection to Dismissing Certain Insurers*.

Petitioner's Objection to Dismissing Certain Insurers requests that this Court require Responding Insurers to conduct another search for potential *Schmill* claimants using the date of June 22, 2001, as the relevant date to determine whether claims are settled, or alternatively, entitled to retroactive adjustment and therefore, part of the *Schmill* common fund. This request ignores several rulings by the Montana Supreme Court which sets forth April 10, 2003, as the relevant date for determining entitlement to retroactive adjustment. More fundamentally, *Petitioner's Objection to Dismissing Certain Insurers* ignores the fact that Responding Insurers' search for *Schmill* claimants encompassed the July 1, 1987 – June 22, 2001 time frame referenced in the *Notice of Attorneys Fee Lien* filed in this case by Schmill's attorney, Laurie Wallace, as well as the interim period from June 22, 2001 – April 10, 2003, the date *Schmill I* was decided. Accordingly, *Petitioner's Objection to Dismissing Certain Insurers* must be overruled and denied.

INTRODUCTION

On April 10, 2003, the Montana Supreme Court ruled that the apportionment of occupational disease benefits, as permitted by § 39-72-706, MCA was unconstitutional.[1] Due to the retroactive effect of judicial decisions, *Schmill I* required insurers to retroactively reimburse claimants whose claims were apportioned pursuant to § 39-72-706, MCA. However, pursuant to Montana's retroactivity jurisprudence, *Schmill I* is not retroactively applicable to claims that are "settled."[2] "Settled" claims include claims "paid in full."[3] A claim "paid in full" is a claim in which no benefits were received by the claimant after the date of a decision creating additional benefits (such as *Schmill I*).[4] Thus, under Montana law, *Schmill I* is not retroactively applicable to claims in which no benefits were paid after April 10, 2003 – the date of the *Schmill I* decision. Accordingly, claimants whose claims were apportioned pursuant to § 39-72-706, MCA, are not entitled to retroactive adjustment of their workers' compensation benefits if they received no benefits after April 10, 2003. *Flynn III.*

Following *Schmill I*, Ms. Wallace asserted a lien against the common fund created by *Schmill I* and consisting of the increased benefits owed to claimants pursuant to that decision (i.e., the monies previously withheld due to the apportionment permitted by § 39-72-706, MCA). Specifically, Ms. Wallace asserted a lien against monies withheld by insurers pursuant to the apportionment provision of § 39-72-706, MCA, between July 1, 1987 and June 22, 2001.[5] In asserting this lien, Ms. Wallace did not select these dates at random. June 22, 2001, was the date of Judge McCarter's original ruling that the apportionment provision of § 39-72-706, MCA, was unconstitutional (the decision affirmed in *Schmill I*).[6] July 1, 1987, was simply the effective date of the apportionment provision of § 39-72-706, MCA, which the Supreme Court ruled unconstitutional in *Schmill I*.

In March of 2012, Responding Insurers filed several affidavits attesting that they had conducted a search and found no *Schmill* claimants.

On March 8, 2012, the Court held an omnibus hearing regarding common fund cases. At the hearing, counsel for Schmill (Laurie Wallace) inquired as to which date

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[1] *Schmill v. Liberty Northwest Ins. Corp.*, 2003 MT 80, ¶ 23, 315 Mont. 51, ¶ 23, 67 P.3d 290 ¶ 23 (*Schmill I*).

[2] *Schmill v. Liberty Northwest Ins. Corp.*, 2005 MT 144, ¶ 17, 327 Mont. 293, ¶ 17, 114 P.3d 204, ¶ 17 (*Schmill II*).

[3] *Flynn v. Montana State Fund*, 2008 MT 394,¶ 26, 347 Mont. 146, ¶ 26, 197 P.3d 1007, ¶ 26 (*Flynn I*).

[4] *Flynn v. Montana State Fund*, 2010 MTWCC 20, WCC No. 2000-0222, (*Order Re: Paid in Full*, 7/1/10, ¶ 17). See also *Flynn v. Montana State Fund*, 2011 MT 300, ¶ 23, 363 Mont. 55, ¶ 23, 267 P.3d 23, ¶ 23 (*Flynn II*).

[5] *Amended Summons and Notice of Attorney Fee Lien*, 12/7/05 (Docket # 79).

[6] See *Schmill v. Liberty Northwest Ins Co.*, 2001 MTWCC 36, WCC No. 2001-0300, (*Decision and Judgment*, 6/22/01).

Responding Insurers used as the relevant date in their search to determine which claimants were entitled to retroactive adjustment of their claims. Counsel for Responding Insurers answered Ms. Wallace's question in a letter dated April 12, 2012:

> This letter confirms to the Court and Ms. Wallace that my clients have used a "correct starting date" of April 10, 2003, the day the Montana Supreme Court issued its decision in *Schmill I*.[7]

On April 20, 2012, Ms. Wallace filed *Petitioner's Objection to Dismissing Certain Insurers* arguing that the relevant date for the retroactivity analysis is June 22, 2001. *Petitioner's Objection to Dismissing Certain Insurers* also asked this Court to issue an order compelling Responding Insurers to conduct another search using that date for their retroactivity analysis.

ARGUMENT

I. Ms. Wallace Confuses and Conjoins the Period of Apportionment Set Forth In Her *Notice of Attorney Fee Lien* With The Date Controlling Retroactive Application of *Schmill I*.

The question raised by *Petitioner's Objection to Dismissing Certain Insurers* is which date governs the determination of when a claim is "paid in full." Ms. Wallace is simply wrong in her assertion that the controlling date is June 22, 2001. As shown below, the appropriate date is April 10, 2003.

Ms. Wallace relies on her *Amended Summons and Notice of Attorney's Fee Lien* to assert that June 22, 2001, is the date after which an absence of benefits renders a claim "paid in full."[8] As Responding Insurers used the date of *Schmill I* (April 10, 2003), the point of *Petitioner's Objection to Dismissing Certain Insurers* is that by moving back the date of retroactive applicability (from April 10, 2003 to June 22, 2001), Ms. Wallace hopes to create a larger universe of claims subject to retroactive adjustment, and thereby increase the size of her potential attorney fee lien.

However, in advocating for June 22, 2001, as the date after which an absence of benefits renders a claim not subject to retroactive adjustment, Ms. Wallace confuses and conjoins the period of apportionment as set forth in her *Notice of Attorneys Fee Lien* with the date controlling the retroactive adjustment of *Schmill* claims. As shown below, these are different dates. Moreover, as also shown below, by using the April 10, 2003, date for their retroactivity analysis, Responding Insurers have satisfied Ms. Wallace's *Notice of Attorney Fee Lien*, in that their search for claims included those where an apportionment was taken prior to June 22, 2001.

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[7] *Letter S. Jennings to J. Shea*, 4/12/12.

[8] *Petitioner's Objection to Dismissing Certain Insurers*, 4/20/12, p.2 (explaining that June 22, 2001, was the date of Judge McCarter's decision finding apportionment unconstitutional and that "[t]he date of June 22, 2001, was then used in the Summons and Notice of Attorney Fee Lien which was posted on the Court's website on December 7, 2005.").

Ms. Wallace's Notice of Attorneys Fee Lien states as follows:

> The undersigned's attorney fee lien is being asserted against all occupational disease cases **in which an apportionment was taken prior to and including June 22, 2001**, for dates of occupational disease occurring on or after July 1, 1987.[9]

Consistent with this notice, the *Amended Summons* states as follows:

> On April10, 2003, the Montana Supreme Court held that it was a violation of the equal protection clauses of the Montana and United States constitutions to allow for apportionment deductions for non-occupational factors in the Occupational Disease Act, but not in the Workers' Compensation Act and thus the Court struck section § 39-72-706, MCA, as unconstitutional. *Schmill v. Liberty Northwest Ins. Corp.*, 2003 MT 80, 315 Mont. 51, 67 P.3d 290.
>
> Following that decision, the petitioner's attorney filed a notice of attorney fee lien, a copy of which is attached. In that lien notice, the petitioner's attorney claims an attorney fee lien upon the common fund of occupational disease cases **in which an apportionment was taken prior to and including June 22, 2001**, for dates of occupational disease occurring on or after July 1, 1987.[10]

Thus, the attorney fee lien asserted by Ms. Wallace is described only in the context of the period of time in which an apportionment was taken. The lien is silent as to which claims are retroactively subject to *Schmill I*.

Responding Insurers satisfied Ms. Wallace's *Notice of Attorney Fee Lien* by searching for claimants who had an apportionment taken prior to June 22, 2001. As explained by counsel for Responding Insurers at the March 8, 2012, hearing, the process used to conduct the search was generally as follows:

> Identify all Montana [occupational disease] claimants receiving benefits on or after April 10, 2003, from that list; remove all claimants whose claims were filed after April 10, 2003; from the remaining list identify all claimants whose benefits were apportioned for non-occupational factors.[11]

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[9] *Notice of Attorney Fee Lien*, 7/11/03 (Docket # 79) (emphasis added).

[10] *Amended Summons*, 12/7/05 (Docket # 79) (emphasis added).

[11] *Transcript of Proceedings Held on 3/8/12 Omnibus Hearing*, 3/8/12, p. 35 (Docket # 518).

Clearly, the "remaining list" consisted of claimants whose claims were filed before April 10, 2003, and who had received benefits after that date (i.e, claimants whose claims were subject to retroactive adjustment if they had been apportioned). Thus, in identifying all claimants on that remaining list "whose benefits were apportioned for non-occupational factors," Responding Insurers identified all claims in which an apportionment was taken prior to April 10, 2003. As this date is twenty-two months after June 22, 2001, Responding Insurers' search for apportioned claims was actually broader than that required by Ms. Wallace's *Notice of Attorney Fee Lien*. As a result, the search conducted by Responding Insurers was more than adequate to identify claims in which an apportionment was taken prior to June 22, 2001.

Of course, what Ms. Wallace really objects to is not Responding Insurers' use of April 10, 2003, as the date after which an absence of benefits renders a claim "paid in full." What Ms. Wallace apparently wants Responding Insurers to do is to expand the universe of potential *Schmill* claims by using the date of June 22, 2001, as the date after which a receipt of benefits renders a claim "paid in full." In short, Ms. Wallace wants to push back the date of retroactive applicability from April 10, 2003 to June 22, 2001, thus giving her an additional twenty-two months of potential claims subject to her attorney fee lien. However, Ms. Wallace's tactic of confusing and conjoining the dates regarding the period of apportionment with the date dictating retroactive applicability violates the rules of retroactivity painstaking laid down by the Montana Supreme Court over the course of numerous common fund decisions.

As mentioned above, Ms. Wallace selected June 22, 2001, as the end date for the period of apportionment described in her *Notice of Attorney Fee Lien* because that was the date of Judge McCarter's original *Decision and Judgment* finding the apportionment provision of § 39-72-706, MCA unconstitutional. However, under Montana's retroactivity law it is only the decisions of the Montana Supreme Court which are retroactive:

> [W]e conclude that, in keeping with our prior cases, all civil decisions of **this** court apply retroactively to cases pending on direct review or not yet final, unless all three of the *Chevron* factors are satisfied.[12]

Consistent with this rule the *Schmill II* Court ruled that it was *Schmill I* which was to be applied retroactively, and not the *Decision and Judgment* of this Court dated June 26, 2001. As the Court explained:

> Thus, if an occupation disease claim was settled or became final prior to our ruling in *Schmill I* then *Schmill I* does not

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[12] *Dempsey v. Allstate Ins. Co.*, 2004 MT 391, ¶ 31, 325 Mont. 207, ¶ 31, 104 P.3d 483, ¶ 31 (emphasis added). See also *Flynn v. Montana State Fund*, 2008 MT 394, ¶ 16, 347 Mont. 146, ¶ 16, 197 P.3d 1007, ¶ 16 (citing *Dempsey* for the rule decisions of **this** [the Montana Supreme Court] court apply retroactively to cases pending on direct review or not yet final).

> affect whatever apportionment might have been deducted from the claims award.[13]

Indeed, *Schmill II* is chock full of references to *Schmill I* as the case to be applied retroactively. The *Schmill II* Court framed the issues to be decided as follows:

> Whether the rule announced in *Schmill I* applies retroactively.
>
> ***
>
> Whether *Schmill I* created a common fund.
>
> Whether the common fund established by *Schmill I* created a global lien in all resulting benefits.[14]

In her briefing before the *Schmill II* Court, Ms. Wallace never asserted that this Court's *Decision and Judgment* of June 22, 2001, was the ruling to be applied retroactively. Rather, Ms. Wallace consistently, repeatedly and strenuously advocated for a retroactive application of *Schmill I*. Setting out her statement of the case, Ms. Wallace stated that:

> In its decision, the WCC rendered four holdings. First, the court found *Schmill* v. *Liberty NW Ins. Corp.,* 315 Mont 51, 67 P.3d 290 (2003) applied retroactively. Second, the court found that *Schmill* created a common fund.[15]

Clearly, as Ms. Wallace advocated and as the Supreme Court ruled, the decision to be applied retroactively in this case is *Schmill I* and not this Court's *Decision and Judgment* of June 22, 2001.

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[13] *Schmill II*, ¶ 17.

[14] *Schmill II*, ¶¶ 3, 5 & 6. See also *Schmill II*, ¶ 8 ("On remand, the WCC addressed two primary questions: whether the rule we announced in *Schmill I* applies retroactively, and whether *Schmill I* created a common fund."); ¶ 16 ("We conclude that since *Schmill I* does not satisfy the second *Chevron* factor, the decision applies retroactively."); and ¶ 28 ("We conclude that our decision in *Schmill I* is retroactive to all cases not yet final or settled at the time of its issuance.").

[15] *Schmill II* (*Respondent's Brief*, 11/11/04, p. 1). See also *Respondent's Brief*, 11/11/04, p. 1 ("The WCC was correct when it found *Schmill* applied retroactively..."); p. 7 ("Once a statute is so declared, the ruling in *Schmill* automatically becomes "retroactive.""); p. 7 ("...*Schmill* was applied "retroactively" to her own claim."); p.8 ("If *Schmill* is not applied retroactively...then other similarly situated claimants will be unfairly denied benefits despite having similar dates of injury."); p. 15 ("Even if the Court feels compelled to submit the decision in this case to the *Chevron* test, *Schmill* should be applied retroactively."); p. 25 ("For the foregoing reasons, it is clear that substantial inequitable results would not befall either LNW, or the SF if *Schmill* were to be applied retroactively.").

Of course, the extent of Responding Insurers' obligation to retroactively adjust historical claims, and to pay a portion of such claims in satisfaction of Ms. Wallace's attorney fee lien, is controlled by whether an apportionment was taken during the period set forth in Ms. Wallace's *Notice of Attorney Fee Lien* **AND** the scope of retroactivity of judicial decisions.

The law of retroactivity is clear. Those claimants who did not receive any benefits after "the issuance of a judicial decision" are not subject to retroactive adjustment of their claims and are therefore, not a part of the common fund against which Ms. Wallace has asserted an attorneys fee lien. As shown above, the relevant "judicial decision" in this case is *Schmill I* dated April 10, 2003 – and not this Court's *Decision and Judgment* dated June 22, 2001. Accordingly, claimants who received no benefits after April 10, 2003, are not entitled to retroactive adjustment of their claims. Therefore, in conducting their search to determine potential *Schmill* claimants' Responding Insurers correctly used April 10, 2003, as the date after which an absence of benefits rendered a claim "paid in full" and therefore, not subject to retroactive adjustment.

II. Ms. Wallace's Waiver Argument Fails Because it Misstates the Facts.

Significantly, Ms. Wallace offers no legal analysis for using a date other than April 10, 2003, to determine retroactive applicability. Rather, the single argument Ms. Wallace raises is that counsel for Responding Insurers waived objection to June 22, 2001, as being the relevant date controlling the retroactivity analysis:

> In the hearing held before the Court on July 14, 2005, at which Mr. Jennings was present, the parties agreed that the period of time the *Schmill* decision covered was July 1, 1987, through June 22, 2001. There was some discussion as to why the June 22, 2001, date was being used, and it was noted that that was the date of the WCC's decision which was subsequently affirmed on appeal. The Court asked if there was anyone who disagree with using those dates and Mr. Jennings did not respond.
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> ***
>
> By not advocating the date of April 10, 2003, as the ending date for potential *Schmill* claims back in July of 2005 when he had the opportunity, Mr. Jennings, on behalf of his clients, has clearly waived his right to advocate a change of dates at this time.[16]

This argument fails for two reasons.

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[16] *Petitioner's Objection to Dismissing Certain Insurers*, 4/20/12, p. 1 (citing to Docket # 72 – the transcript of the hearing held on July 14, 2005).

First, Ms. Wallace's argument simply misstates the facts of the hearing. The transcript of the hearing, to which she refers in *Petitioner's Objection to Dismissing Certain Insurers* does not show that Mr. Jennings waived objection to her assertion that the relevant date was June 22, 2001. It shows the opposite.

> THE COURT: ...So Laurie will draft it [the draft summons] and circulate it, and we'll come up with a summons. The dates to be covered by the summons, the lien says July 1, 1987, through June 22, 2001. Do we have any adjustments to that or is everybody in agreement that those are the lien dates?
>
> MS. WALLACE: I agree.
>
> MR. THUESEN: Why are those the lien dates?
>
> THE COURT: I think that's because the *Schmill* decision essentially declared the act, the apportionment, unconstitutional back to 1987. That's really the key date because that's when the Legislature adopted the act, and the rationale was different. The rationale changed June 22, 2001 was what, the date of my decision?
>
> MS. WALLACE: Which was affirmed on appeal.
>
> THE COURT: Right. So we'll use those.
>
> MR. ATWOOD: By agreeing to those dates, are we waiving any argument in terms of the extent of retroactivity that, in essence, that this does not involved closed claims?
>
> THE COURT: No. All we're doing is getting the dates for purposes of the summons, and then the responses can raise any defenses that any of the insurers have.[17]

Thus, at the hearing to which Ms. Wallace refers, Judge McCarter expressly stated that no defenses were waived regarding "any argument in terms of the extent of retroactivity."

Six months later, on January 23, 2006, after Mr. Jennings had been retained by Responding Insurers summoned in *Schmill*, he filed an answer to the summons on behalf of such insurers. Consistent with Judge McCarter's statement that no defenses were waived regarding "any argument in terms of the extent of retroactivity," the answer filed by Mr. Jennings stated as follows:

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[17] *Schmill v. Liberty Northwest Ins Co.*, 2001 MTWCC 36, WCC No. 2001-0300, (*Transcript of Proceedings*, 7/14/05, pp. 31 – 32) (docket # 72).

> Petitioner's common fund attorney's lien does not and cannot extend to "all Montana insurers and self-insurers" who proportionally reduced occupational disease benefits for non-occupational factors between July 1, 1987 and June 22, 2001. Petitioner's purported attorney lien notice is overbroad because *Schmill* does not apply to claims that were settled, made final, or closed prior to April 10, 2003, the date of the *Schmill* decision.[18]

Clearly, Ms. Wallace is wrong. Mr. Jennings did not waive an objection to June 22, 2001, being the relevant date for retroactivity analysis. In conformity with Judge McCarter's statement that no such objections were waived, Mr. Jennings filed a response which expressly and precisely objected to the date June 22, 2001, and, moreover, expressly stated "*Schmill* does not apply to claims that were settled...prior to April 10, 2003, the date of the *Schmill* decision." Significantly, this defense was ultimately and repeatedly ratified by the Montana Supreme Court in *Schmill II*, *Flynn II*, and *Flynn III*.

Second, at the time of the July 14, 2005, hearing, Mr. Jennings had not appeared as counsel for any party in *Schmill*. Indeed, as indicated by the Court's reference to "Laurie" drafting the summons, none of Responding Insurers had even been summoned into this case at the time of the July 14, 2005, hearing. The summons was not issued until December 7, 2005.[19] Of course, the late date of the summons explains why Mr. Jennings did not appear or file a response on behalf of Responding Insurers until January 23, 2006 – six months after the hearing of July 14, 2005.

Mr. Jennings' presence at the July 14, 2005, hearing was due to the fact that the hearing was an omnibus hearing regarding all common fund cases and, at the time, Mr. Jennings represented several insurers in *Flynn* and *Reesor* but had not yet appeared in *Schmill* because none of the Responding Insurers had been summoned into the case at that time.[20]

Mr. Jennings first appearance in *Schmill* was when he filed the *Response to Summons* on January 23, 2006, after Responding Insurers were summoned on

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[18] *Schmill v. Liberty Northwest Ins Co.*, 2001 MTWCC 36, WCC No. 2001-0300, (*Response to Summons*, 1/23/06, p. 4) (Docket # 153).

[19] See *Amended Summons and Notice of Attorneys Fee Lien*, 12/7/05.

[20] Indeed, the *Transcript of Proceedings* of the July 14, 2005, hearing bears a caption indicating that it was held relevant to the common fund cases of *Flynn*, *Schmill*, *Rausch*, *Ruhd*, and *Reesor*. Further, indicating that the hearing did not exclusively pertain to *Schmill*, the Court's synopsis of the hearing was filed as a document entitled *In – Person Conference – Minute Book Hearing # 3623* in *Flynn*, *Rausch*, *Ruhd*, *Reesor*, as well as *Schmill*. See *Flynn v. State Fund*, WCC No. 2000 – 0222 (*In – Person Conference – Minute Book Hearing # 3623*, 7/14/05) (Docket # 322); *Rausch/Ruhd v. State Fund*, WCC No. 9907-8274R1 (*In – Person Conference – Minute Book Hearing # 3623*, 7/14/05) (Docket # 283); and *Reesor v. State Fund*, WCC No. 2002 – 0676 (*In – Person Conference – Minute Book Hearing # 3623*, 7/14/05) (Docket # 262).

December 7, 2005. Accordingly, at the July 14, 2005, hearing Mr. Jennings did not represent any party in *Schmill* and could not have waived any arguments or defenses on their behalf.

CONCLUSION

For the reasons discussed above, Ms. Wallace's argument – that June 22, 2001 is the relevant date to determine retroactive applicability – fails. As shown above, the correct date is April 10, 2003. Accordingly, Responding Insurers respectfully request this Court to enter an order overruling Ms. Wallace's objection to the affidavits filed by Responding Insurers and denying her request that Responding Insurers conduct another search using June 22, 2001, as the relevant date. Responding Insuerers should be dismissed.

Responding Insurers request a hearing on the issues raised by *Petitioner's Objection to Dismissing Certain Insurers*.

Dated this 10th day of May 2012.

CROWLEY FLECK P.L.L.P.
Attorneys for Responding Insurers

STEVEN W. JENNINGS

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was served upon the following counsel of record, by the means designated below, this 10th day of May 2012:

[X] U.S. Mail
[ ] FedEx
[ ] Hand-Delivery
[ ] Facsimile
[X] Email

Ms. Laurie Wallace
Bothe & Lauridsen, P.C.
P. O. Box 2020
Columbia Falls, MT 59912

STEVEN W. JENNINGS

EXHIBIT A

American Alternative Ins. Corp. (filed 03/07/12)
American Re-Insurance Co. (filed 03/07/12)
Bituminous Fire & Marine Ins. Co. (filed 03/08/12)
Bituminous Casualty Corp (filed 03/08/12)
Old Republic Security Assurance Co. (filed 03/07/12)
Centre Ins. Co. (filed 03/07/12)
Clarendon National Ins. Co. (filed 03/07/12)
Truck Ins. Exchange (filed 03/07/12)
Farmers Insurance Exchange (filed 03/07/12)
Great American Ins. Co. (filed 03/07/12)
Great American Ins. Co. of NY (filed 03/07/12)
Great American Assurance Co. (filed 03/07/12)
Great American Alliance Ins. Co. (filed 03/07/12)
Great American Spirit Ins. Co. (filed 03/07/12)
Republic Indemnity of America (filed 03/07/12)
Republic Indemnity of California (filed 03/27/12)
Hartford Accident & Indemnity Co. (filed 03/07/12)
Hartford Casualty Ins. Co. (filed 03/07/12)
Hartford Fire Ins. Co. (filed 03/07/12)
Hartford Ins. Co. of the Midwest (filed 03/07/12)
Hartford Underwriters Ins. Co. (filed 03/07/12)
Property & Casualty Ins. Co. of Hartford (filed 03/07/12)
Sentinel Ins. Co. Ltd. (filed 03/07/12)
Twin City Fire Ins. Co. (filed 03/07/12)
Trumbull Ins. Co. (filed 03/07/12)
Markel Ins. Co. (filed 03/08/12)
Montana Health Network (filed 03/07/12)
Evanston Ins. Co. (filed 03/08/12)
Petroleum Casualty Co. (filed 03/07/12)
Sentry Ins. Mutual Co. (filed 03/07/12)
Sentry Select Ins. Co. (filed 03/07/12)
Dairyland Ins. Co. (filed 04/09/12)
Middlesex Ins. Co.(filed 03/07/12)
Connie Lee Ins. Co. (filed 04/09/12)
Stillwater Mining Co. (filed 03/07/12)
Genesis Ins. Co. (filed 03/08/12)
Fairfield Ins. Co (filed 03/07/12)
Universal Underwriters Group (filed 03/07/12)
XL Ins. America, Inc. (filed 03/07/12)
XL Ins. Co. of New York (filed 03/07/12)
XL Reinsurance. America (filed 03/07/12)
XL Specialty Ins. Co. (filed 03/07/12)
Greenwich Ins. Co. (filed 03/07/12)