IN THE COMMONWEALTH COURT OF PENNSYLVANIA

M. Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania, Plaintiff	:	
v.	:	
Reliance Insurance Company, Defendant	:	No. 269 M.D. 2001

IN RE: Order Approving Referee Chapas' Recommendation regarding Randall Allen Objections to Determinations re Proof of Claim 1930233

ORDER

AND NOW, this 13TH day of July 2005, upon consideration of Referee William John Chapas's Recommendation in this matter, reached after discussions with the parties and after consideration of the parties' written submissions, it is ORDERED that the Referee's Report and Findings and Recommendations appended to this Order are APPROVED, the notice of determination and the assignment of priority level (b) to the captioned proof of claim with a $0.00 value are hereby AFFIRMED, and the objections of Randall Allen to the Notice of Determination and the assignment are DENIED.

JAMES GARDNER COLINS, President Judge

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

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

No. 269 M.D. 2001.

vs.

Reliance Insurance Company,
Defendant

In re: Proof of Claim #1930223
Claimant—Randall Allen

REFEREE'S REPORT AND FINDINGS

William J. Chapas (herein, "Referee") having been appointed Referee for the within matter by Order of the Honorable James Gardner Colins, President Judge of the Commonwealth Court of Pennsylvania, dated February 10, 2005, hereby makes the following findings, conclusions of law, and recommendation that the Notice of Determination be affirmed and the Objection be denied and in support thereof states as follows:

FINDINGS

Procedural History

1. By Court Order dated February 10, 2005, the Referee was assigned to hear the objection to notice of determination issued by the Statutory Liquidator (the "Liquidator") for Reliance Insurance Company (In Liquidation), to submit findings of fact where appropriate and necessary, and to issue recommended decisions regarding said objection relating to the Claim filed by Randall Allen (the "Claimant").

2. On April 23, 2003, Claimant filed a timely Proof of Claim ("POC") seeking worker's compensation benefits under California law for a back injury occurring on or about November 7, 1989, under policy WC 0297457 02 01 issued by Reliance Insurance Company ("Reliance") for the policy period July 1, 1989 to July 1, 1990. Claimant is also seeking compensation for pain and suffering, past and future lost wages, and past and future medical benefits[1].
3. On December 20, 2004, the Liquidator issued its Notice of Determination to Claimant assigning a Priority Level (b) to the POC in accordance with Section 544 (40 P.S. Section 221.44) of the Insurance Department Act (the "Act"). The POC was valued at $0.00.
4. On or about February 3, 2005, Claimant filed his Objection to the NOD (the "Objection").
5. On March 4, 2005, the Liquidator filed the Response of the Liquidator to Objection of Randall Allen to Notice of Determination on Proof of Claim Number 1930223.
6. In conjunction therewith, the Referee and Counsel for the Statutory Liquidator and the Claimant, acting *pro se*, held telephone conference calls on March 18, March 28, and April 5, and May 5, 2005. In each of the first three conference calls and in Referee's Orders, dated March 29 and April 5, 2005, Claimant was advised by the Referee that it would be in Claimant's best interest if he were represented by legal counsel to present his case. Claimant considered this recommendation and by letter dated April 15, 2005, which accompanied his brief, he confirmed that he would continue without the benefit of an attorney.

[1] Claimant dropped his claim for punitive damages during the March 18, 2005 conference call, which was confirmed

History of Underlying Case[2]

7. On or about November 7, 1989, Claimant sustained a back injury at work for which he filed a worker's compensation claim under the Policy. After the injury, Claimant was examined and evaluated for Reliance by Robert L. Perry, M.D., who determined that Claimant had initially suffered an "acute muscle strain right thoracic spine minor to moderate" and in a latter evaluation determined that the Claimant had "normal range of motion" and "normal spine examination". According to Claimant, he remained on worker's compensation until July 1, 1990.

8. Claimant retained counsel and on September 18, 1990, applied for a hearing before the Worker's Compensation Appeals Board seeking disability and medical benefits. Reliance had Claimant evaluated by H. Harlan Bleecker, M.D., F.A.C.S., Diplomate, American Board of Orthopaedic Surgery, an orthopedic surgeon, who diagnosed "dorsal strain, by history, resolved," and opined that no vocational rehabilitation or medical treatment was necessary and Claimant could return to work without restriction. Claimant's counsel sent him to Alexander Latteri, M.D., an orthopedic surgeon, who diagnosed Claimant with, *inter alia,* "traumatic aggravation Grade 1 spondylolisthesis L5 on S1", and reported that Claimant could not return to work and that vocational rehabilitation was required.

9. Due to the conflicting medical reports as to the nature and extent of Claimant's injury, Claimant, with the benefit and advice of counsel who informed Claimant of the risk of a lesser award, agreed to and executed a Compromise and Release, dated June 13, 1991 ("C and R") releasing all claims against Reliance, except vocational rehabilitation benefits, for which release Claimant received a settlement payment of $10,000.00. The C

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by Referee's Order, dated March 29, 2005.

[2] Due to the numerous attempts by Claimant to litigate and re-litigate his claim, it is appropriate to set forth the various actions taken by him over a period of over 14 1/2 years.

and R was approved by the Workers' Compensation Appeals Board by its Order dated June 21, 1991.

10. Claimant commenced vocational rehabilitation, which was terminated and reinstated and ultimately terminated by the WCAB in May 1993, as a result of Claimant's failure to attend classes.

11. From July 1994 through April 2002, Claimant initiated the following actions to reopen his worker's compensation claim, all of which were denied:

    (a) July 1994: Claimant opposed termination of vocational rehabilitation benefits, which termination was upheld by the WCAB;

    (b) June 27, 1995: Claimant filed a Petition to re-open his claim and to have the C and R rescinded. He claimed that Dr. Latteri's report was not shared with him by his attorney;

    (c) November 1995 to May 2000: Several case conferences were held before worker's compensation judges. Among the various orders from the conferences was one from Workers' Compensation Judge Louie which noted that $10,000 (bond) had to be put up in order to set aside the C and R;

    (d) April 17, 1996: Counsel for Claimant informed him by letter that the Workers' Compensation Information and Assistance Office had indicated that the case could be re-opened if he returned all of the settlement money, including counsel fees. Claimant's counsel thought the settlement was excellent in light of the conflicting medical opinions and would not return his legal fee. Claimant did not post bond or return the settlement money, but instead continued to pursue re-opening his claim.

    (e) August 29, 2000: Workers' Compensation Judge Tomkins sent a notice of intent to dismiss the June 27, 1995 petition to re-open with prejudice stating that the spinal

injury could not be opened since more than 5 years had elapsed from the date of the injury and thus the petition was barred by the statute of limitations. Other grounds stated in the petition were not subject to a petition to reopen.

(f) October 11, 2000: The WCAB dismissed the June 27, 1995 petition to reopen;

(g) February 2002: Claimant re-filed a petition for reconsideration (an earlier filing of the petition was not received). Judge Tomkins recommended to the WCAB that the petition for reconsideration be denied. Specifically, he ruled that an action to set aside the C and R based upon a claim that medical reports were withheld would need to be pursued in another form in as much as it was not pursued here in an action to set aside the C and R. Further, he specifically concluded that there was no factual basis for Claimant's allegation that the medical reports of Drs. Perry and Bleecker were fraudulent;

(h) April 9, 2002: The WCAB upheld the recommendation of dismissal, ruling that the claim was barred by the five-year statute of limitations and adopted Judge Tomkins' ruling on the merits, including that there was no factual basis for the allegation that the medical reports were fraudulent;

(i) July 22, 2002: Claimant filed a complaint against Reliance in the Los Angeles County Superior Court incorporating the worker's compensation case as the basis for the action;

(j) March 21, 2005: Claimant's case was dismissed on Reliance's motion for summary judgment. The Superior Court held that the WCAB had exclusive jurisdiction on the worker's compensation claim which it had dismissed with prejudice, and further that the Commonwealth Court of Pennsylvania had exclusive jurisdiction of any further proceedings on the claim after Reliance's liquidation.

Summary of Claimant's Position

12. Claimant asserts that the medical reports of Drs. Perry and Bleecker were fraudulent. This allegation is based upon a statement allegedly made by the x-ray technician at Dr. Perry's office at the time of the original examination to the effect that something serious was wrong with his back[3]. As a result, Claimant contends that Reliance (presumably through the physicians and others) engaged in unlawful activities under the Racketeer Influenced and Corrupt Organizations ("RICO") Act, 18 U.S.C. Sections 1961-68 (1994). Claimant contends that Dr. Perry's diagnosis was fraudulent since three years later, Dr. Latteri, Claimant's physician, diagnosed him with a much more serious injury. Claimant refers to the commencement of a RICO investigation without more[4]. Claimant then cites Res Judicata, (California) Code of Civil Procedure Section 1908 (b) without further explanation. Finally, Claimant asserts FRAUD Civil Code Section 1710, which states in part "A deceit, within the meaning of the last section, is either:

1. ...

2. ...

3. The suppression of fact, by one who is bound to disclose it, or who gives information of other facts which are likely to mislead for want of communication of that fact; or..."

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[3] It is noteworthy that Claimant, who was present when the alleged statement was made on November 7, 1989, has never attempted to obtain a statement or take the deposition of the technician even though he was aware of the alleged inconsistency between the technician's comment and Dr. Perry's diagnosis. When queried by the Referee during a conference call, Claimant said he thought the workers' compensation department would investigate his claim. It is also noteworthy that assuming Claimant told his counsel of the alleged statement, Claimant's counsel took no action on the matter. Claimant can only look to himself and his counsel for any failure to follow-up. It should also be noted that an x-ray technician is not a physician and cannot interpret x-rays or give a diagnosis.

[4] The Referee has no knowledge of any RICO investigation having been commenced against Reliance. Claimant's brief states: "The Reliance Insurance (C)ompany falls under RICO review because of it(s) insolvency and subsequent liquidation due to fraudulent wire transfers and there (their) interstate commerce Pennsylvania to California connection." Later, the Claimant states "Further, the quickness and push to settle this matter cam(e) around the time the RICO investigation into Reliance insurance began." Clearly the only settlement in this matter

In support thereof, Claimant asserts that "...the C and R was signed under the belief that Dr. Perry('s) diagnosis was true and correct.... The C and R need(s) to be set aside because the events which lead up to the execution of the C and R fall within the definition of fraud... Moreover, the opinion Dr. Perry presented to Mr. Allen helped form the opinion Mr. Allen had when signing the C and R. Since the opinion of Dr. Perry was knowingly inaccurate this is a violation of Civil Code Section 1710 (3)."

In summary, the Claimant asserts that he was taken advantage of due to his illness and financial position and that the Reliance physicians did not properly inform him of his exact injuries and diagnosis. Further, by their actions, they unduly influenced the Claimant and his attorney[5] to execute the C and R.

Statutory Liquidator's Position

13. The C and R bars Claimant's claim against Reliance. Simply stated, the Liquidator asserts that Claimant was represented by counsel when he executed the C and R and received the $10,000.00 in full and final settlement of his claim. The C and R resolved the back injury of 1989 and applied "to all unknown and unanticipated injuries and damages resulting from such accident, casualty, event and/or employment, as well as all those now disclosed, and all rights under Section 1542 of the Civil Code of California are hereby waived." California law provides that a C and R when approved by the WCAB is a judgment with the same force and effect as an award after a full evidentiary hearing. City of Anaheim v. Workers' Compensation Appeals Board, 128 Cal. App. 3d 200, 206; 180 Cal. Rptr. 132, 134 (Ct. App. 4th Dist. 1982); Smith v. Workers' Compensation

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was the C and R which was entered into between Reliance and Claimant in 1991, some 10 years before the liquidation. The Statutory Liquidator has denied all RICO allegations in her reply brief.

[5] At all times during the negotiation of the settlement resulting in the execution of the C and R and the payment of $10,000.00 to Claimant, he was represented by counsel who had all medial reports, evaluated them and the risk of a lower award due to conflicting medical reports, and advised Claimant. Counsel indicated in correspondence to Claimant that Claimant had seen the medical reports.

Appeal Board, 168 Cal. App. 3d. 1160, 1169; 214 Cal. Rptr. 765, 770 (Ct. App. 4th Dist. 1985). In addition, payment of WCAB approved compromise and release terminates the liability of the employer and insurer for the individual injury, including any liability for increased disability. CA Labor Code 5005; City of Anaheim, *supra.* at 128 Cal App. 3d at 206; 180 Cal. Rptr. at 134.

14. The WCAB was the exclusive jurisdiction for the adjudication of Claimant's workers' compensation claim and the 1991 order approving the C and R is a final judgment and cannot be opened. CA Labor Code 5300-5302 confers exclusive jurisdiction to the WCAB over workers' compensation claims. The WCAB retains exclusive jurisdiction for a period of five years after the date of injury. CA Labor Code 5803-5804; Smith, *supra.*, 168 Cal. App. 3d. at 1169; 214 Cal. Rptr. at 770. Thereafter, the WCAB's jurisdiction terminates. Smith, *supra.*, 168 Cal. App. 3d. at 1169, 214 Cal. Rptr. at 770. At that point, the judgment is final and the doctrine of *res judicata* is applicable. Smith, *supra.*, 168 Cal. App. 3d. at 1170, 214 Cal. Rptr. at 771.

15. A final judgment of the WCAB can't be opened absent "Extrinsic Fraud". Public policy in California favors finality of judgments in order to avoid wasteful, repetitive litigation and to give parties certainty. Only in exceptional circumstances should the consequences of *res judicata* be denied to a valid judgment. See Kulchar v. Kulchar, 1 Cal. 3d 467, 470 (Cal. 1969); see also Pico v. Cohn, 91 Cal. 129 (Cal. 1891), where the Supreme Court, while discussing the public policy for the rule on finality of judgments, said "...it (a judgment) must be regarded as final and conclusive, unless it can be shown that the jurisdiction of the court has been imposed upon, or that the prevailing party, by some extrinsic or collateral fraud, has prevented a fair submission of the controversy." Id. at 133. (added). Extrinsic fraud is narrow and arises when a party is denied fair adversary

hearing because he has been "deliberately kept in ignorance of the action or proceeding, or in some other way fraudulently prevented from presenting his claim or defense. Kulcher, *supra.*, 1 Cal. 3d at 471; Pico, *supra.*, 91 Cal. at 133-134. When the fraud is intrinsic, i.e. when it goes to the merits of the prior proceedings, which should have been guarded against by the plaintiff at that time, judgment will not be opened and relief denied. Kulcher, *supra.*, 1 Cal. 3d at 472. See also Pico, *supra.*, 91 Cal. at 134 where the court refused to vacate a judgment even where it was obtained by forged documents or perjured testimony because that is "intrinsic" fraud. Claimant didn't attempt to reopen his claim until June 1995, after the five-year statute of limitations had expired (November 7, 1994). Thus his only remedy to set aside the final judgment of the WCAB is to show extrinsic fraud or mistake. Claimant's only allegation of fraud of any nature is the difference in the nature and scope of his injury and diagnoses between the medical report of his physician and those of the Reliance's physicians.

16. Claimant's counsel's alleged failure to provide him with a copy of Dr. Latter's report is not fraud. While there is some dispute between Claimant and his then attorney as to when Claimant received a copy of Dr. Latteri's report, Reliance had no obligation and in fact could not communicate with Claimant who was represented by counsel. Reliance made no representation to Claimant regarding the report upon which he could have relied, since it was his own counsel who sent him to Dr. Latteri. When Claimant failed to timely raise the issue in his action to set aside the C and R, the WCAB declined to consider the matter. Claimant is now barred by *res judicata* and collateral estoppel to raise the issue in the instant claim before the Referee.

17. Even if Claimant alleged extrinsic fraud, his claim falls short of the standard set by the California courts for invalidating a judgment for extrinsic fraud. At all times relevant to the events surrounding the negotiation and execution of the C and R, Claimant was represented by counsel of his own choosing. In Carmichael v. Industrial Accident Commission, 234 Cal. App. 2d 311, 44 Cal. Rptr. 470 (Ct. App. 2nd Dist. 1965), the court held that the WCAB's predecessor properly refused to rescind its order approving a release since no fraud was shown. The court noted that the claimant read the release, discussed it with his attorney and, although somewhat doubting the validity of the medical advice, signed the release. There, as here, the amount of the consideration paid was not so disproportionate to the injuries as to require setting aside the release. See also Smith, *supra.*, 168 Cal. App. 3d at 1170, where an employee who was represented by counsel, failed to show extrinsic fraud to justify setting aside compromise and release more than five years after the injury.

18. Claimant was never prevented from presenting his case before the WCAB and was represented by counsel throughout the C and R approval process. Any facts relative to Claimant's doctor's medical report could have been obtained easily through his counsel or direct inquiry to Dr. Latteri.

19. Claimant's claim against Reliance is barred by *res judicata.* A final judgment has been obtained by Reliance. More than five years elapsed from the date of injury before Claimant tried to re-open his workers' compensation case. Thereafter, only extrinsic fraud is the basis to set aside the C and R. Claimant has not shown any evidence of extrinsic fraud. Therefore, the judgment remains final and Reliance is entitled to benefits of the doctrine of *res judicata*, which prevents parties from re-litigating a cause of action

where, as here, it has been finally determined by a court of competent jurisdiction. Claimant has already raised the fraud issue before the WCAB. Judge Tomkins made a specific finding in February 2002, which was adopted by the WCAB on April 9, 2002 that there was no factual support for Claimant's allegation that reports of Drs. Perry and Bleecker were fraudulent. The WCAB Order dismissing the petition for reconsideration finalized once and for all the fraud issue.

20. Claimant should be required to post bond. Claimant has had the use of Reliance's settlement money since 1991. Even if he were to prevail with the fraud argument, he must either return the settlement money in full or post a bond in the amount of $10,000.00 in order to pursue setting aside the C and R. All of this assumes a finding that Claimant acted promptly and, where applicable, restored the benefits. See Silva v. Industrial Accident Commission, 68 Cal. App. 510, 229 P. 870 (Ct. App. 1st Dist. 1924), where the court held that a claimant who waited three years after the date of injury and had not restored the benefits paid to him, was not entitled to rescind the compromise and release of his workers' compensation claim. Here, Claimant waited over six years before trying to set aside the C and R. He also has never restored the benefits (repaid the settlement money or posted bond) as instructed by Judge Louie and as noted by Judge Tomkins.

21. Claimant should be denied the opportunity to pursue a claim for benefits in a matter in which he released Reliance over 15 ½ years ago. To do so would be a waste of the Reliance Estate's resources.

22. Claimant's repeated attempts to re-open or re-litigate his worker's compensation case is similar to the claimant's actions in Smith v. Workers' Compensation Appeal Board, 2000

WL 33141976 (Ca App.2d Dist. 2000), in which the court found the claimant therein to be vexatious litigant under California law after at least five attempts to set aside a compromise and release entered into while represented by counsel.

Discussion

22. Both the Claimant, acting *pro se*, and the Liquidator filed briefs with the Referee, and the Liquidator filed a reply brief. Although Claimant did not file the optional reply brief, no adverse inference in made herein as a result thereof. As one might anticipate, with the complexity of the laws in question, the brief for the Claimant, acting *pro se*, did not present viable arguments in support of Claimant's case.[6] In fact, I find the RICO argument totally without merit. Alleged RICO activity is asserted by Claimant as far back as 1991 when the C and R was signed. Claimant asserts that the settlement was pushed about the time a RICO investigation of Reliance commenced. However, there is no evidence of a RICO investigation. Then RICO is brought up again because Reliance became insolvent, again without justification or reason. See footnote 4. In her brief, the Liquidator denies any RICO violations or action against Reliance. In light of the lack of any credible evidence of RICO actions against Reliance, I do not believe any ever existed and therefore any assertions to that effect will be disregarded. Claimant then cites the doctrine of *res judicata* as support for his claim without more. To the contrary, the doctrine of *res judicata* supports the Liquidator's position that the matters at issue have already been litigated. Finally, for the reasons set forth below, Claimant's fraud allegations fall woefully short of the standard established by the California courts to set aside the C and R. Finally, Claimant is lacking case law to support its positions.

[6] The Referee has previously noted that Claimant was advised to get assistance of counsel to present his case on several occasions.

Claimant bases his entire case on alleged false medical reports by the physicians retained by Reliance to examine and evaluate Claimant. His assertion of fraud hinges upon the differences of opinion between his physician and the Reliance physicians and an alleged statement made by the x-ray technician on the date of the injury. See also footnote 3. As is the case in many cases involving personal injury, eminently qualified physicians have differing opinions as to the scope and nature of injuries and diagnosis[7]. Claimant's counsel, who had the medical reports, advised settlement when it was possible that the worker's compensation award could be for less than was offered by Reliance under the C and R, and vocational rehabilitation benefits were to be continued.

23. On the other hand, this Referee was impressed with the Liquidator's brief and reply brief. They not only fairly covered the facts of the case and underlying history in detail, but also provided more than sufficient statutes and California case law to pursuade me to make a recommendation in her favor.

24. During the conference call of April 5, 2005, the parties agreed that an evidentiary hearing would not be held. During the conference call and in Referee's Order, dated April 5, the Referee advised that he reserved the right to issue his Report and Findings after review of the briefs without additional discovery. The Referee has determined to issue this Report and Findings based upon the pleadings and the briefs alone. It is apparent from the applicable law that a recommendation is appropriate without the need for additional discovery or further proceedings.

25. While the Claimant's repeated attempts to re-open his worker's compensation case might be considered as approaching vexatious conduct, no direct allegation of vexatious

[7] When the WCAB dismissed the petition for reconsideration on April 9, 2002, it adopted a finding that there was no

conduct has been asserted by the Liquidator. Therefore whether Claimant's actions relative to his repeated attempts to re-litigate adjudicated matters constitute vexatious conduct under California law will not be considered in this Report and Findings.

CONCLUSIONS OF LAW

26. Except for the issue of alleged fraud, which will be dealt with below, there is no material issue of fact.

27. Under California law, the C and R approved by the WCAB bars any claims against Reliance.

28. Under California law, the C and R is a judgment with the same force and effect as a full evidentiary hearing.

29. Under California law, payment under a C and R terminates the liability of the employer and insurer for the individual injury and any increased disability.

30. CA Labor Code 5300-5302 confers exclusive jurisdiction to the WCAB for worker's compensation claims.

31. CA Labor Code 5803-5804 retains jurisdiction for the WCAB for a period of five years after the date of injury. Thereafter the jurisdiction terminates and the judgment is final and *res judicata* applies.

32. California public policy favors finality of judgments.

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factual support for the allegations that the Reliance physicians' reports were fraudulent.

33. Under California law, the final judgment of the WCAB can not be opened absent extrinsic fraud, which is narrow in interpretation and arises when a party is denied a fair adversary hearing. Intrinsic fraud has not been shown.

34. Claimant alleged failure to receive his physician's medical report on the extent of his injury and diagnosis from his counsel prior to execution of the C and R is a matter between Claimant and his counsel. Reliance had no legal obligation to communicate with Claimant since Claimant had legal representation.

35. Failure to raise the lack of knowledge of his own physician's report was not raised in the petition to set aside the C and R. The WCAB rightfully declined to consider the matter, and Claimant is now barred by *res judicata* from raising it in the instant claim before the Referee.

36. Claimant's claim is barred by *res judicata.* All issues that were brought before the WCAB, including a finding that there was not factual support for Claimant's allegation that the medical reports were fraudulent, have been properly adjudicated and cannot be re-litigated in this forum. The WCAB judgment remains final and Reliance is entitled to the benefits of that judgment.

37. The issues having been previously adjudicated by the WCAB and entitled to the benefits of *res judicata* under California law, the matter of posting bond or repaying the settlement money in order to continue to pursue a claim to set aside the C and R is moot. However, even if extrinsic fraud were present, this Referee would find that Claimant has not acted promptly and therefore would not be entitled to pursue the claim. Had Claimant acted promptly, which he did not, this Referee would recommend that the Court require the posting of $10,000.00 bond or return of settlement money, plus an additional bond or

amount equal to interest on the $10,000.00 from the date Claimant received the settlement check in the early 1990's.

38. The Statutory Liquidator properly assigned the POC a Priority Level (b) with a value of $0.00.

CONCLUSION

WHEREFORE, for the reasons set forth above, it is recommended that the Statutory Liquidator's Notice of Determination and the assignment of Priority Level (b) and $0.00 value to the POC be affirmed, and Claimant's Objection denied.

Respectfully submitted,

William J. Chapas

William J. Chapas, Referee

Dated: May 23, 2005

Certification of Mailing

I hereby certify that on May 23, 2005, copies of the foregoing Referee's Report and Findings, dated May 23, 2005, were sent by Certified Mail, Return Receipt Requested, and First Class Mail to Randall Allen, Claimant, at 239 West 7th Street, Long Beach, CA 90802, and by First Class Mail to Gail M. Burgess, Counsel for the Statutory Liquidator, at Reliance Insurance Company (In Liquidation), Three Parkway, 5th Fl., Philadelphia, PA 19102.

William J. Chapas

William J. Chapas, Referee