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February 10, 2006

The Honorable James Gardner Colins
President Judge
Commonwealth Court of Pennsylvania
Widener Building, Suite 900
Philadelphia, PA 19107

**RE: M. Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania
v. Reliance Insurance Company - Claims of Morrow and White
No. 269 M.D. 2001 - Proofs of Claim 1922190 et al.**

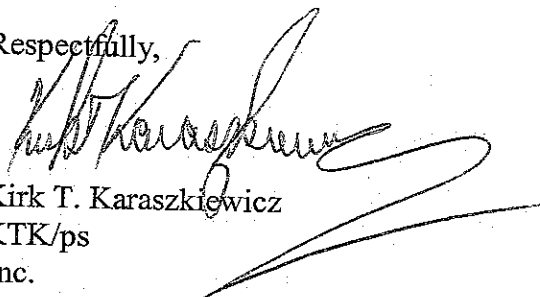
Dear Judge Colins:

I enclose the following for your review and disposition:

1. Report and Recommendation of Referee
2. Proposed form of Order
3. Notice to Parties

Please contact me if you have any questions or require additional information concerning this matter.

Respectfully,



Kirk T. Karaszkiwicz

KTK/ps

enc.

cc: Christopher A. White, Esquire (w/enc.)
Robert N. Gawlas, Jr., Esquire (w/enc.)

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:

Proofs of Claim Nos. 996540, 1922190, 1922192, 1922194, 1922196, 1922197, 1922199,
1922201, 1922202, 1922204, 1922205, 1922221, 1922222, 1922223, 1922226, 1922227,
1922229, 1922230, 1922231, 1922232, 1922233, 1922236, 1922367, 1922368, 1922370,
1922371, 1922373, 1922374, 1922375, 1922376, 1922378, 1922380, 1922384, 1922523,
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1922556, 1922557, 1922558, 1922559, 1922560, 1922561, 1922562, 1922676, 1922677,
1922678, 1922679, 1922680, 1922681, 1922682, 1922683, 1922684, 1922685, 1922686,
1922687, 1922688, 1922689, 1922690, 1922691, 1922692, 1922693
Morrow & White

REFEREE'S REPORT AND RECOMMENDATIONS

HISTORY

This matter arises from the claims of Morrow & White (Morrow) a law firm in Costa Mesa, California for unpaid legal services rendered for and costs advanced on behalf of Reliance Insurance Company ("Reliance") prior to May 29, 2001.

Morrow has timely filed 86 Proofs of Claim and the Statutory Liquidator of Reliance Insurance Company ("Liquidator") has issued its Notice of Determination assigning Morrow's claims to a Class (e) priority in accordance with 40 P.S. §221.44(e). Morrow filed timely

Objections to the Notice of Determination asserting that its claims should be accorded Class (a) priority. The Liquidator timely filed her Response to the Objections, and set forth her position that the claims were appropriately determined to be of Class (e) priority.

These matters were assigned to me by Order of the Court dated February 20, 2004 to hear the objections to the notices of determination issued by the Liquidator, to submit findings of fact, where appropriate and necessary, and issued recommended decisions regarding said objections.

FACTS

The relevant facts in these matters have been agreed upon by the parties and are set forth in the Stipulation of Agreed Facts submitted to me and appended hereto as Exhibit "A". These facts may be summarized as follows:

Morrow is a law firm located in Costa Mesa, California. Reliance retained the services of Morrow to represent its interests and those of its insureds in various law suits brought against its insureds in California. The specific insureds are named in the Exhibit attached to the Stipulation of facts. During the course of its representation Morrow performed legal services for and advanced costs of litigation on behalf of Reliance, and the amounts sought by Morrow consist solely of these attorney's fees and costs. The Liquidator has raised no objection to the amount of the invoices or to the reasonableness of Morrow's charges, and thus, they are not in dispute.

DISCUSSION

The sole issue before me is to determine the appropriate level of priority to be assigned to the claims of Morrow for legal services and costs advanced. The Liquidator asserts that these claims should be assigned a Class (e) priority as general creditors claims. Morrow argues that the claims are properly classified as Class (a) priority as costs and expenses of administration of

Reliance's estate in liquidation.

The relevant portions of the statute, 40 P.S. §221.44, provide:

“The order of distribution of claims from the insurer's estate shall be in accordance with the order in which each class of claims is herein set forth. Every claim in each class shall be paid in full or adequate funds retained for such payment before the members of the next class receive any payment. No subclasses shall be established within any class.

“(a) The costs and expenses of administration, including but not limited to the following: the actual and necessary costs of preserving or recovering the assets of the insurer; compensation for all services rendered in the liquidation; any necessary filing fees; the fees and mileage payable to witnesses; reasonable attorney's fees; the expenses of a guaranty association in handling claims.

“(e) Claims under nonassessable policies for unearned premium or other premium refunds and claims of general creditors.”

Morrow makes two arguments in support of its claim for Class (a) priority. First, it submits that these claims are governed by California law, and that, as I understand its argument, under California law an attorney - client relationship exists between Morrow and Reliance, and that the notions of good faith and fair dealing implicit in this relationship mandate classification of its claims as a Class (a) priority. Morrow's second argument is that since its claims are for attorney's fees and, arguably, filing fees, they fit squarely within the description of Class (a) claims in the statute.

In support of its argument that California law applies to the resolution of its claims Morrow cites several cases which stand for the proposition that an attorney-client relationship exists between it and Reliance. Whether the attorney-client relationship exists only between Morrow and the insureds or between it and Reliance or as the cases cited state among the three

parties seems to me to be irrelevant to the issue to be decided. There is no dispute between the parties that Morrow was retained by Reliance to perform legal services on behalf of Reliance's insureds, and there is no suggestion that Morrow did anything other than perform those services. Nor is there any question as to the fact that costs were incurred in Morrow's performance of its contractual obligations. The issue presented, however, is not whether the services were performed and the costs incurred, but rather what priority under the statutory scheme should be afforded to those claims.

Aside from the cases cited for the proposition that an attorney-client relationship exists between it and Reliance, Morrow offers no citations for the specific proposition that California law should control on the issue of payment. While California law may or may not control on the issue of the existence of a contract, it clearly has no application on the issue of claim priority under a Statutory Liquidation pursuant to Pennsylvania law.

Similarly, equitable considerations of good faith and fairness are subordinate to the specific language of the statute regarding the priority of claims.

The success of Morrow's claim for Class (a) priority then depends upon whether its claims come within the specific provisions of 40 P.S. §221.44(a). It is a stipulated fact that all of Morrow's claims arise from attorney's fees and costs payable for litigation services rendered by Morrow prior to May 29, 2001, the date Reliance was placed into Rehabilitation by this Court. As such, they cannot be said to be "costs or expenses of administration" as required by the plain language of the statute.

The Liquidator has cited several cases which are persuasive. In *State of North Carolina v. Interstate Casualty Insurance Company*, 20 N.C. App. 743, 464 S.E. 2d 73 (N.C. App. 1995) the

Court of Appeals of North Carolina held that pre-rehabilitation attorney's fees are not costs of administration and conservation, and therefore, were not entitled to class one priority under North Carolina's liquidation statute. In holding that the claims for pre-rehabilitation attorney's fees were in the class of unsecured general creditors' claims, the Court said that class one priority was awarded only to claimants rendering post rehabilitation or post-liquidation services to conserve or administer assets of the insurer after those assets had become part of the insurer's estate as a result of rehabilitation or liquidation proceedings.

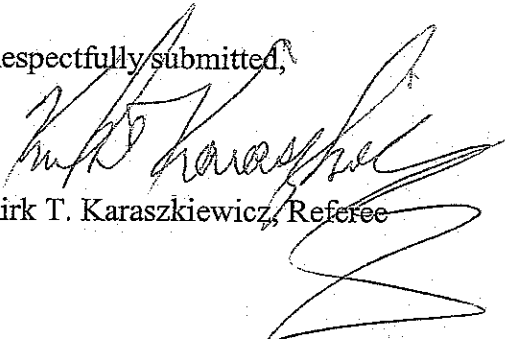
In the case of *State of North Carolina v. United States*, 139 F.3d 892, 1998 WL 178374 (4th Cir. 1998) the Court of Appeals for the Fourth Circuit held that taxes which accrued before the liquidated insurer was placed in liquidation could not be considered administrative expenses because those taxes accrued before there was an estate to administer.

While it is true that both of these cases deal with the North Carolina liquidation statute, their holdings and logic are consistent with the decision of this Court in its Order and Memorandum dated April 21, 2005 in the claim of *Loeb & Loeb LLP* in the instant liquidation proceedings. There the claimant, a California law firm, argued that its claim for legal services performed prior to liquidation should be afforded Class (b) priority as "claims under policy for losses wherever incurred, including third party claims". Loeb asserted that because the legal services arose in defense of an insured, it ought to be accorded higher status. This Court rejected that argument noting that the legal fees incurred were not the responsibility of the insured and thus not a loss to the insured under the policy. The Court dismissed Loeb's objection and assigned its claim to Class (e) priority.

RECOMMENDATION

For the foregoing reasons, it is recommended that the Objections of Morrow to the Notices of Determination assigning Class (e) priority level to the claims for legal services and costs advanced by Morrow should be dismissed, and that the claims be assigned Class (e) priority pursuant to 40 P.S. §221.44(e).

Respectfully submitted,


Kirk T. Karaszewicz, Referee

Dated: February 10, 2006

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

M. DIANE KOKEN	:	
Insurance Commissioner of the	:	DOCKET NO. 269 MD 2001
Commonwealth of Pennsylvania,	:	
	:	
Plaintiff	:	
	:	OBJECTIONS OF MORROW & WHITE
v.	:	TO NOTICES OF DETERMINATION
	:	ON PROOFS OF CLAIM NUMBERS
RELIANCE INSURANCE COMPANY	:	996540, ET AL.
	:	
Defendant	:	

STIPULATION OF AGREED FACTS

Claimant, Morrow & White ("M&W"), and the Statutory Liquidator of Reliance Insurance Company ("Liquidator"), through her counsel, Rosenn, Jenkins & Greenwald, L.L.P., hereby stipulate and agree to the following as the factual record upon which Referee Kirk T. Karaszkiwicz is to decide the issues raised by M&W's Objections to the Notices of Determination on Proofs of Claim Numbers 996540, et al. and by the Liquidator's Response to those Objections:

1. Reliance Insurance Company ("Reliance") was placed into Rehabilitation by Order of the Commonwealth Court of Pennsylvania dated May 29, 2001 (The "Rehabilitation Order").
2. Pursuant to the authority provided her by the Rehabilitation Order, the Honorable M. Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania, as Rehabilitator of Reliance, directed Reliance not to pay, among other things, any attorneys fees or costs incurred prior to the issuance of the May 29, 2001 Order.
3. Subsequently, by Order of the Commonwealth Court dated October 3, 2001, the Rehabilitation was terminated and Reliance was placed into Liquidation (the "Liquidation Order").

4. Pursuant to the Liquidation Order, the Insurance Commissioner was appointed Liquidator and was directed to take possession of Reliance's property, business and affairs 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").

5. Also pursuant to the Liquidation Order, the Liquidator was vested with title to all property, assets, contracts and rights of action 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, as well as all of the powers, rights, and duties authorized under the Act and other applicable law.

6. Pursuant to the Liquidation Order, all assets of Reliance were found to be in custodia legis of the Commonwealth Court, which specifically asserted, to the fullest extent of its authority: (a) in rem jurisdiction over all assets of Reliance wherever located and regardless of whether held in the name of Reliance or any other name; (b) jurisdiction over all determinations of the validity and amount of claims against Reliance; and (c) jurisdiction over the determination of the distribution priority of all claims against Reliance.

7. By Order of the Commonwealth Court dated September 9, 2002, claims filing procedures were established and the Commonwealth Court directed that Referees be appointed by the Court to hear claim disputes and outstanding Objections to Notices of Determination issued by the Liquidator and to make recommendations to the Commonwealth Court regarding such claims and Objections.

8. Thereafter, M&W timely filed the eighty-six (86) separate Proofs of Claim ("POCs") currently before Referee Kirk T. Karaszkiwicz for decision, each of which was based upon invoices for attorneys fees and costs incurred in the defense of Reliance insureds prior to the May 29, 2001 Rehabilitation Order.

9. In each of the cases out of which the invoices arose, M&W was retained by Reliance to defend Reliance's insureds, as listed on Exhibit "A," and the amounts sought by M&W in each of its POCs consisted solely of attorney's fees and costs payable for litigation services rendered by M&W in defending Reliance's insureds prior to May 29, 2001.

10. The Liquidator issued Notices of Determination ("NODs"), which established Class (e) priority for each of M&W's eighty-six (86) POCs.

11. While each NOD issued by the Liquidator assigned Class (e) priority to M&W's POCs, they did not state allowed amounts for the POCs, since it did not appear likely that there would be sufficient funds available to make payment to any priority class below Class (b). However, the NODs advised that, if funds became available for Class (e) priority claims, then M&W would be sent NODs as to the allowed amounts.

12. M&W timely filed Objections to each NOD issued by the Liquidator for the POCs listed on Exhibit "A."

13. Each of M&W's Objections asserted that the unpaid invoices for services rendered by M&W in the defense of Reliance insureds prior to the Rehabilitation Order are entitled to Class (a) priority.

14. On July 11, 2003, the Liquidator timely filed her Response to M&W's Objections, which Response applied to each of the eighty-six (86) Objections M&W filed with regard to the POCs listed on Exhibit "A" and set forth the Liquidator's position that the claims were appropriately determined to be of Class (e) priority.

15. By Order of February 20, 2004, the Commonwealth Court assigned each of M&W's eighty-six (86) Objections to Referee Karaszkiwicz.


16. The Liquidator has three additional M&W POCs (POC Numbers 1922530, 1922563, and 1938855) ("the 3 Additional POCs") which are still under review by the Liquidator and no Notice of Determination has issued as to these 3 POCs.

17. M&W and the Liquidator stipulate and agree that, to the extent they are based upon invoices for attorney's fees and costs incurred in the defense of Reliance insureds prior to the May 29, 2001 Rehabilitation Order, the 3 Additional POCs will be accorded the same priority Class status which is determined to be appropriate at the final level of judicial review sought by either party as to the eighty-six (86) POCs assigned to Referee Karaszkiwicz. Once the final level of judicial review is concluded, Reliance will issue Notices of Determination assigning to the 3 Additional POCs the priority Class status determined to be appropriate by the Referee/Court of final review. M&W waives its right to object to the Notices of Determination assigning such priority Class status to the 3 Additional POCs.

18. In addition, M&W and the Liquidator agree that M&W POC Number 1943105 is duplicative of M&W POC Number 1922384, which is one of the 86 POCs with regard to which M&W's Objections have been assigned to Referee Karaszkiwicz. Accordingly, the parties agree that POC Number 1943105 will be inactivated.


MORROW & WHITE

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Attorneys for the Statutory
Liquidator of Reliance Insurance
Company

Exhibit A

**Detailed List of Objections Filed by Morrow & White
to which the Liquidator's Response Applies**

<u>POC #</u>	<u>Claimant</u>	<u>Insured</u>	<u>Postmark Date</u>	<u>Date Objection Received by Liquidator</u>	<u>Date Objection Filed with Court</u>
996540	Morrow & White	Residential Electric Inc.	6/12/03	6/13/03	6/13/03
1922190	Morrow & White	University of Phoenix/Apollo Group	6/12/03	6/13/03	6/13/03
1922192	Morrow & White	Alarcon Sons, Inc.	6/12/03	6/13/03	6/13/03
1922194	Morrow & White	Clayton Engineering, Inc.	6/11/03	6/12/03	6/12/03
1922196	Morrow & White	Brimar Industries	6/12/03	6/13/03	6/13/03
1922197	Morrow & White	Southern Excavation Corp.	6/12/03	6/13/03	6/13/03
1922199	Morrow & White	Alarcon Sons, Inc.	6/12/03	6/13/03	6/13/03
1922201	Morrow & White	TWR Enterprises, Inc.	6/11/03	6/12/03	6/12/03
1922202	Morrow & White	Hardwood Creations, Inc.	6/12/03	6/13/03	6/13/03
1922204	Morrow & White	Inland Roof Company, Inc.	6/11/03	6/12/03	6/12/03
1922205	Morrow & White	Inland Roof Company, Inc.	6/12/03	6/13/03	6/13/03
1922221	Morrow & White	Bickerton Industries, Inc.	6/11/03	6/12/03	6/12/03
1922222	Morrow & White	No Respect Enterprises, Inc.	6/11/03	6/12/03	6/12/03
1922223	Morrow & White	Palomar Grading & Paving	6/12/03	6/13/03	6/13/03
1922226	Morrow & White	American Precast Masonry	6/11/03	6/12/03	6/12/03
1922227	Morrow & White	John Doss	6/12/03	6/13/03	6/13/03
1922229	Morrow & White	Tri-County Framers, Inc.	6/11/03	6/12/03	6/12/03
1922230	Morrow & White	Berner Electric, Inc.	6/12/03	6/13/03	6/13/03
1922231	Morrow & White	Alarcon Sons, Inc.	6/12/03	6/13/03	6/13/03
1922232	Morrow & White	Lazer Electric, Inc.	6/12/03	6/13/03	6/13/03
1922233	Morrow & White	Alarcon Sons, Inc.	6/11/03	6/12/03	6/12/03
1922236	Morrow & White	Lane Aire Manufacturing Corp.	6/16/03	6/17/03	6/17/03
1922367	Morrow & White	Alarcon Sons, Inc.	6/11/03	6/12/03	6/12/03
1922368	Morrow & White	Inland Roof Company, Inc.	6/11/03	6/12/03	6/12/03
1922370	Morrow & White	B&B Framing	6/11/03	6/12/03	6/12/03
1922371	Morrow & White	Residential Electric, Inc.	6/11/03	6/12/03	6/12/03
1922373	Morrow & White	Alarcon Sons, Inc.	6/11/03	6/12/03	6/12/03
1922374	Morrow & White	Tri-County Framers, Inc.	6/11/03	6/12/03	6/12/03
1922375	Morrow & White	Alarcon Sons, Inc.	6/11/03	6/12/03	6/12/03

<u>POC #</u>	<u>Claimant</u>	<u>Insured</u>	<u>Postmark Date</u>	<u>Date Objection Received by Liquidator</u>	<u>Date Objection Filed with Court</u>
1922376	Morrow & White	Wall Systems, Inc.	6/11/03	6/12/03	6/12/03
1922378	Morrow & White	Brisson Tractor Service	6/11/03	6/12/03	6/12/03
1922380	Morrow & White	Southern Excavation Corp.	6/11/03	6/12/03	6/12/03
1922384	Morrow & White	Inland Roof Company, Inc.	6/11/03	6/12/03	6/12/03
1922523	Morrow & White	Atascadero Mutual Water	6/11/03	6/12/03	6/12/03
1922524	Morrow & White	Southern Excavation Corp.	6/11/03	6/12/03	6/12/03
1922525	Morrow & White	Alwindor Manufacturing, Inc.	6/12/03	6/13/03	6/13/03
1922526	Morrow & White	Selectile, et al	6/11/03	6/12/03	6/12/03
1922527	Morrow & White	Alarcon Sons, Inc.	6/11/03	6/12/03	6/12/03
1922528	Morrow & White	Alwindor Manufacturing, Inc.	6/11/03	6/12/03	6/12/03
1922531	Morrow & White	Calabaras Park Estates HOA	6/11/03	6/12/03	6/12/03
1922532	Morrow & White	Showcase Shower Door	6/11/03	6/12/03	6/12/03
1922533	Morrow & White	Tri-County Framers, Inc.	6/12/03	6/12/03	6/12/03
1922534	Morrow & White	Alarcon Sons, Inc.	6/11/03	6/12/03	6/12/03
1922535	Morrow & White	Alarcon Sons, Inc.	6/11/03	6/12/03	6/12/03
1922536	Morrow & White	Truman Door System, Inc.	6/11/03	6/12/03	6/12/03
1922537	Morrow & White	California Wallboard, Inc.	6/12/03	6/13/03	6/13/03
1922538	Morrow & White	R II Painting, Inc.	6/12/03	6/13/03	6/13/03
1922539	Morrow & White	Alarcon Sons, Inc.	6/11/03	6/12/03	6/12/03
1922540	Morrow & White	California Wallboard, Inc.	6/11/03	6/12/03	6/12/03
1922541	Morrow & White	TWR Enterprises, Inc.	6/11/03	6/12/03	6/12/03
1922542	Morrow & White	Southern Excavation Corp.	6/11/03	6/12/03	6/12/03
1922543	Morrow & White	Southern Excavation Corp.	6/12/03	6/13/03	6/13/03
1922545	Morrow & White	John L. Ginger Masonry, Inc.	6/12/03	6/13/03	6/13/03
1922546	Morrow & White	Richwell Steel Co., Inc.	6/12/03	6/13/03	6/13/03
1922547	Morrow & White	Orange Pacific Plumbing	6/12/03	6/13/03	6/13/03
1922548	Morrow & White	Albert Meyling	6/16/03	6/17/03	6/17/03
1922551	Morrow & White	Golden State Fence Company	6/16/03	6/17/03	6/17/03
1922552	Morrow & White	Oak Mill, Inc.	6/16/03	6/17/03	6/17/03
1922553	Morrow & White	South Shores Commercial Dev	6/16/03	6/17/03	6/17/03
1922554	Morrow & White	Inland Roof Company, Inc.	6/16/03	6/17/03	6/17/03
1922555	Morrow & White	Tri-County Framers, Inc.	6/16/03	6/17/03	6/17/03

<u>POC #</u>	<u>Claimant</u>	<u>Insured</u>	<u>Postmark Date</u>	<u>Date Objection Received by Liquidator</u>	<u>Date Objection Filed with Court</u>
1922556	Morrow & White	Heed Roofers, Inc.	6/16/03	6/17/03	6/17/03
1922557	Morrow & White	Heed Roofers, Inc.	6/16/03	6/17/03	6/17/03
1922558	Morrow & White	TWR Enterprises, Inc.	6/16/03	6/17/03	6/17/03
1922559	Morrow & White	Truman Door System, Inc.	6/16/03	6/17/03	6/17/03
1922560	Morrow & White	Cal Pac Sheet Metal	6/16/03	6/17/03	6/17/03
1922561	Morrow & White	Selectile, et al	6/16/03	6/17/03	6/17/03
1922562	Morrow & White	Southern Excavation Corp.	6/16/03	6/17/03	6/17/03
1922676	Morrow & White	Gothic Landscaping, Inc.	6/16/03	6/17/03	6/17/03
1922677	Morrow & White	Dynasty Framing, Inc.	6/16/03	6/17/03	6/17/03
1922678	Morrow & White	Van Dyke Engr. Contrs., Inc.	6/16/03	6/17/03	6/17/03
1922679	Morrow & White	Alarcon Sons, Inc.	6/16/03	6/17/03	6/17/03
1922680	Morrow & White	Golden State Fence Company	6/16/03	6/17/03	6/17/03
1922681	Morrow & White	Oak Mill, Inc.	6/16/03	6/17/03	6/17/03
1922682	Morrow & White	Pacific Patio & Fence	6/16/03	6/17/03	6/17/03
1922683	Morrow & White	Contract Carpet Corporation	6/16/03	6/17/03	6/17/03
1922684	Morrow & White	J&S Floors, Inc.	6/16/03	6/17/03	6/17/03
1922685	Morrow & White	Interstate Sheet Metal, Inc.	6/16/03	6/17/03	6/17/03
1922686	Morrow & White	John L. Ginger Masonry, Inc.	6/16/03	6/17/03	6/17/03
1922687	Morrow & White	Alarcon Sons, Inc.	6/16/03	6/17/03	6/17/03
1922688	Morrow & White	William A. Guthridge & Sons	6/16/03	6/17/03	6/17/03
1922689	Morrow & White	Tailored Masonry	6/16/03	6/17/03	6/17/03
1922690	Morrow & White	Alarcon Sons, Inc.	6/16/03	6/17/03	6/17/03
1922691	Morrow & White	Custom Quality Millwork, Inc.	6/16/03	6/17/03	6/17/03
1922692	Morrow & White	Kerdus Plastering, Inc.	6/12/03	6/13/03	6/13/03
1922693	Morrow & White	Roger H. Prouix Co.	6/16/03	6/17/03	6/17/03

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

M. Diane Koken,
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Plaintiff

v.

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No. 269 M.D. 2001

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Morrow & White

ORDER

AND NOW, this day of , 2006, after consideration of the Report and
Recommendation of the Referee and any exceptions filed, the Court hereby adopts the Referee's
Report and Recommendation attached hereto.

BY THE COURT

J.

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:

Proofs of Claim Nos. 996540, 1922190, 1922192, 1922194, 1922196, 1922197, 1922199,
1922201, 1922202, 1922204, 1922205, 1922221, 1922222, 1922223, 1922226, 1922227,
1922229, 1922230, 1922231, 1922232, 1922233, 1922236, 1922367, 1922368, 1922370,
1922371, 1922373, 1922374, 1922375, 1922376, 1922378, 1922380, 1922384, 1922523,
1922524, 1922525, 1922526, 1922527, 1922528, 1922531, 1922532, 1922533, 1922534,
1922535, 1922536, 1922537, 1922538, 1922539, 1922540, 1922541, 1922542, 1922543,
1922545, 1922546, 1922547, 1922548, 1922551, 1922552, 1922553, 1922554, 1922555,
1922556, 1922557, 1922558, 1922559, 1922560, 1922561, 1922562, 1922676, 1922677,
1922678, 1922679, 1922680, 1922681, 1922682, 1922683, 1922684, 1922685, 1922686,
1922687, 1922688, 1922689, 1922690, 1922691, 1922692, 1922693
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NOTICE TO PARTIES

Specific exceptions to this recommended decision must be filed with the Court within 20 days of the mailing date of this decision. Those exceptions should be accompanied by a brief supporting memorandum of law. Any response to those exceptions must be filed with the Court within 27 days of the mailing date of this decision, and should also be accompanied by a brief supporting memorandum of law. The Court, upon consideration of the recommended decision and of any exceptions and responses, will render a decision.

Dated: February 10, 2006


Kirk T. Karaszewicz, Referee