

STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

BEFORE THE COURT-APPOINTED REFEREE
IN THE LIQUIDATION OF THE HOME INSURANCE COMPANY
DISPUTED CLAIMS DOCKET

Claimant: Century Indemnity Company

Proof of Claim Nos.: AMBC 465096
AMBC 464386
INTL 277878
AMBC 465074

Proceeding: 2005-HICIL-14

Account: Kentile Floors, Inc.

**CENTURY INDEMNITY COMPANY'S OPPOSITION TO METEX MFG.
CORPORATION'S MOTION TO INTERVENE AND PARTICIPATE**

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Century Indemnity Company (“CIC”), through its attorneys Orr & Reno, P.A. and Crowell & Moring LLP, opposes the motion of Metex Mfg. Corporation (“Metex”) seeking leave to intervene and participate in the present disputed claim proceeding involving CIC and the Liquidator of the Home Insurance Company (“Home”).

INTRODUCTION

CIC seeks contribution for defense and indemnity amounts that CIC paid on Home’s behalf with respect to asbestos claims against CIC’s and Home’s mutual policyholder, Kentile. After Metex (1) supported the contribution claims of CIC and other insurers against Home’s New York Ancillary Receiver (the “NYLB”), and (2) entered into a settlement agreement which permits CIC to retain the rights and proceeds relating to claims against the NYLB and Home, Metex now seeks to intervene in this proceeding, in order to take the fundamentally inconsistent position that CIC’s contribution claim against the Home should be denied.

Metex’s Motion to Intervene and Participate should be denied. *Procedurally*, the Restated and Revised Order Establishing Procedures Regarding Claims Filed with the Home Insurance Company in Liquidation (the “Liquidation Procedures”) requires that motions to intervene must be made within thirty days after a Disputed Claim Proceeding is initiated, and Metex long ago failed to meet that deadline. And even if the Referee were inclined to (or could) overlook that failure, Metex’s conduct here does not warrant excusing it: although Metex acknowledges it learned about this proceeding in the late summer of 2012 (CIC believes that date is actually earlier), Metex sat back for months before seeking permission to intervene here. This conduct

is far from “expeditious” as Metex claims, and does not support Metex’s intervention at this late date.

Substantively, Metex’s motion should be denied because its intervention would irrevocably harm CIC. First, even though the Referee *already denied* Metex’s attempt to obtain unredacted copies of the parties’ submissions in this proceeding, Metex seeks to obtain those very documents through its proposed intervention. But CIC’s very serious concerns against the disclosure of those documents remain: Metex is still potentially adverse to CIC, and given the circumstances of Metex’s bankruptcy there is no practical way to prevent those documents from being widely circulated and improperly used against CIC in other matters.

Second, even though CIC has been responding to the Liquidator’s questions and arguments against its contribution claim since 2006 and was days away from a merits hearing when Metex filed for bankruptcy in November 2012, Metex’s proposed intervention would force CIC to re-litigate this matter: In intervening, Metex says it would assert its own arguments against CIC’s claim, apparently arguments the Liquidator did not raise, to which CIC would then have to respond. Setting aside that CIC should not be required to expend additional time and resources in responding to arguments made by Metex, having to do so would inevitably lead to other complications – such as potential discovery by CIC, the Liquidator, and Metex (and the resulting discovery disputes) – and would only delay this proceeding further.

This potential harm to CIC far outweighs any interest that Metex may have in participating in this proceeding. In this regard, Metex primarily argues that it should be able to intervene because, if CIC’s claim is defeated, Metex will recover additional amounts under its 2013 agreement with the Liquidator and the NYLB. But Metex

entered into this agreement only *after* Metex had agreed that CIC could pursue its claim against the Home and retain the proceeds from that claim. In any event, Metex's interest in defeating CIC's claim has been zealously represented by the Liquidator, who has sought to defeat CIC's claim for the past seven years.

Finally, even if the Referee were inclined to permit a limited intervention by Metex in this proceeding, CIC is concerned that the Liquidation Procedures may not provide for such limited interventions, and that Metex would seek to expand the scope of its participation under those procedures. But if the Referee were satisfied that a limited intervention is possible, then in an effort to resolve this matter, CIC would be willing for Metex to participate in this proceeding on these conditions: (1) the Referee would order CIC and the Liquidator to try to agree what additional portions of the parties' submissions could be provided to Metex; and (2) Metex would attend the merits hearing in this matter, under certain conditions. This proposal would allow this proceeding finally to be concluded in a timely and efficient manner, and in a way that would not prejudice CIC.

FACTUAL BACKGROUND

A. Over the Years, Metex Consistently Supported Contribution Claims by CIC and Other Insurers Against Home's New York Ancillary Receiver.

As the Referee is aware, Kentile was a New York corporation that has been named as a defendant in law suits in which plaintiffs allege bodily injury due to Kentile's asbestos-containing products. After Kentile filed for bankruptcy under Chapter 11 of the U.S. Bankruptcy Code ("Chapter 11") in the 1990s, Metex allegedly succeeded to the rights under Kentile's insurance policies, including policies issued by CIC and Home.

After Kentile's primary insurers, which initially defended and paid the asbestos bodily injury claims against Kentile, asserted that they had exhausted the limits of their policies, certain "first layer" excess carriers, including CIC, stepped in to pay for the underlying claims. There is no dispute that, beginning in 2003, CIC's shares of defense and indemnity on Kentile claims increased because of Home's insolvency. In 2006, CIC asserted its contribution claim against the Home for these increased amounts.

Eventually, another of Kentile's carriers (CNA) instituted litigation to resolve disputes regarding coverage of the asbestos claims against Kentile. *National Fire Ins. Co. of Hartford v. Travelers Cas. & Sur. Co.*, Index No.: 08105522 (N.Y. Sup. Ct.) (the "Coverage Litigation"). In connection with that litigation, beginning in at least March 2010, Metex knew about and participated in contribution claims made by CIC and other insurers against the NYLB for amounts that those carriers had paid due to Home's insolvency. *E.g.*, Ex. 1. Indeed, as the Referee is aware, after the NYLB reimbursed CIC \$399,949.26 in connection with certain claims, CIC reduced its claim against the Home in this proceeding by that amount.

B. Metex Agreed that CIC Would Retain Any and All Rights, Claims and Proceeds Relating to Claims Against Home.

In 2010, Metex began discussions with Kentile's solvent insurers regarding the possibility of a "pre-packaged" Plan of Reorganization (the "Pre-Pack Plan") under Chapter 11, pursuant to which the underlying asbestos claims against Kentile would have been channeled to an Asbestos Personal Injury Trust (the "Asbestos PI Trust"). Ex. 2 at 8. These discussions continued over the course of the next two

years and culminated in negotiated settlements with each of the insurers, including CIC. *Id.*

While these discussions were taking place, in September 2010 the Liquidator partially disallowed CIC's contribution claim, and on February 10, 2011, the Referee granted the Liquidator's and CIC's joint request to deem their dispute a Disputed Claim Proceeding. That same day, the Referee's order was posted on the Home Liquidation's public website, and anyone participating in the Home liquidation was on notice of the proceeding. *See* <http://www.hicilclerk.org/DocsDB/DisputedClaims.nsf/yearsvwDisputed+Claims?openForm&2011> (reflecting the dates that documents in Disputed Claims Proceedings in 2011 were posted).

Against that backdrop, and with Metex's awareness that CIC was asserting contribution claims for amounts that CIC had overpaid due to Home's insolvency, Metex negotiated a settlement with CIC in connection with the Pre-Pack bankruptcy. That settlement, which was executed on June 21, 2012, contains the specifically-negotiated agreement, that CIC would:

not assign to the Asbestos PI Trust, and expressly retain, any and all rights, Claims, and proceeds relating to Claims against The Home Insurance Company in Liquidation and/or the NYLB for reimbursement of any payments or portions of payments by [CIC] ... on behalf of Kentile

that were not included in a separate payment by the NYLB to an escrow account. Ex. 3 at VII.B.2 (emphasis added).

The next month, Metex began to solicit votes for the Pre-Pack Plan, but ultimately did not timely receive the number of votes required for the Plan's approval. As a result, the Metex-CIC Settlement has not fully gone into effect, and Metex has

not yet released claims against CIC with respect to Kentile. The Coverage Litigation, which would have been dismissed upon the Pre-Pack Plan's approval, is still pending.

C. Metex Then Sat Back and Waited Before Seeking to Intervene in this Proceeding.

Metex claims that it learned about this proceeding in the late summer of 2012. Metex Br. at 6. Although Metex has not disclosed precisely when that occurred (and CIC believes that Metex heard about these proceedings even before that time), Metex by its own account knew about this proceeding for months before Metex filed for Chapter 11 bankruptcy on November 9, 2012 (this time, without a Pre-Pack Plan). Yet at no point prior to filing bankruptcy did Metex seek to intervene.

Metex's bankruptcy filing occurred just days before the merits hearing was scheduled to take place in this proceeding. When CIC learned of Metex's bankruptcy, CIC contacted the Liquidator and the Referee and requested time for the parties to consider the effect of Metex's filing on this proceeding. The Liquidator and the Referee agreed, and the Referee set a November 19, 2012 deadline for the parties to file their respective positions regarding whether a hearing on the merits could proceed.

At the Liquidator's request, the Liquidator and CIC jointly requested that this deadline be postponed until December 19, 2012. Then, at Metex's request, the deadline was postponed until March 19, 2013. It is now clear that Metex and the Liquidator (and the NYLB) used the time obtained by these extensions to negotiate a settlement agreement with Metex which ties the amount of Metex's recovery from the NYLB to the amount that CIC recovers in this proceeding.

Metex also used this time to seek disclosure, through the Liquidator, of the confidential briefs filed in this Disputed Claim Proceeding. As the Referee is aware, CIC attempted to accommodate this request by providing redacted briefs to Metex which disclosed over half of their contents (including the portions which established the factual background of, and CIC's *prima facie* case for, contribution against Home). However, those redacted briefs did *not* disclose confidential information to Metex, since, once produced, there would have been no way to prevent those briefs from being used against CIC in Metex's bankruptcy proceedings or to prevent their widespread dissemination and/or use in other proceedings.

On March 8, 2013, the Liquidator (at Metex's behest) moved for an Order requesting leave to disclose the unredacted, confidential briefs filed in this matter to Metex. Even though Metex was the party which actually sought those briefs, Metex did not seek to intervene in this proceeding at that time, nor did Metex seek permission to itself argue for disclosure of the briefs.

On April 2, 2013, the Referee denied the Liquidator's motion, and also directed CIC and the Liquidator to file by May 13, 2013 position statements as to whether this Disputed Claim Proceeding may proceed. Sometime later, Metex moved in its own bankruptcy case for an order authorizing Metex to utilize estate assets to seek to intervene in the Disputed Claim Proceeding; and the bankruptcy court granted that motion on June 6, 2013. On July 10, 2013, Metex filed the present motion to "intervene and participate" in this proceeding.

ARGUMENT

I. Metex's Motion Should Be Denied as a Matter of Procedure Because It Is Time-Barred.

An individual or entity that wishes to participate in a Disputed Claim

Proceeding must do so "no later than" thirty days after that proceeding is initiated:

a. When a Claimant files a timely Objection, *the Liquidation Clerk shall mail a Notice of Disputed Claim to the Claimant, with a copy to the Liquidator and to the Referee or Court as the case may be, to initiate the Disputed Claim proceeding*

b. Persons or entities who are directly affected by the Disputed Claim proceeding may seek leave to intervene therein by filing a "Motion to Participate" with the Liquidation Clerk *no later than* thirty (30) days after the date of mailing of the Notice of Disputed Claim proceeding.

Liquidation Procedures, ¶ 9(a)-(b) (emphasis added). Mailing the notice of a disputed claim to the parties and the Referee or Court serves to initiate the proceeding, and it is that initiation that starts the thirty day period within which a non-party must seek to intervene. As explained in the "Scope and Purpose" of the Liquidation Procedures, those procedures – and thus the requirement that any motions to intervene be filed within thirty days of the initiation of a Disputed Claim Proceeding – "shall govern the practice and procedures in all proceedings before the Liquidator, any Referee, and the Liquidation Court with respect to claims against The Home..." *Id.* at ¶ 3(a).

CIC and the Liquidator subsequently agreed (and reported this agreement in a Joint Report to the Liquidation Court), that they would initiate proceedings to resolve disputes between them by way of joint requests to the Liquidation Court. Ex. 4 at ¶ 6. Thus, CIC and the Liquidator jointly requested the Court to deem the Kentile matter a Disputed Claim Proceeding on February 7, 2011; the Referee ruled on that request

on February 10, 2011; and that ruling was posted on the public Home liquidation website the same day. Exs. 5, 6. The initiation of this proceeding began the thirty day period for any motion to participate; Metex did not file its motion to participate within that thirty day period; and accordingly that motion is time-barred.

In seeking to be excused from the thirty day limitation period imposed by the Liquidation Procedures, Metex blames the Liquidation Clerk for not mailing notice of this claim to Metex. Metex Br. at 9. But under those procedures, the thirty day limitation period would not be triggered by the Liquidation Clerk's "serving" notice of this proceeding to Metex; instead, the thirty days began to run notice of the dispute was provided to CIC, the Liquidator and the Liquidation Court.¹

Metex also seeks to excuse its failure to move within the prescribed time period by claiming that it acted "expeditiously" in this matter. Specifically, Metex suggests that it had no obligation to seek to intervene in this proceeding when it learned of its "existence ... in the late summer of 2012," because Metex "was unable to review either party's submissions" and "lacked specific knowledge that its interests could be affected by this proceeding." Metex Br. at 6. But Metex's assertion that it learned of this proceeding in the "late summer of 2012" is belied by the fact

¹ The Liquidation Procedures do not provide that notice of a disputed claim will be mailed to anyone other than the claimant, the Liquidator, and the Referee or Court, and for good reason: it would be impractical to require notice to be mailed to each claimant in the Home Liquidation or even to those persons or entities who might have an interest in a particular dispute. Moreover, if the Liquidation Court *had* intended that the limitation period for seeking to intervene in a Disputed Claim Proceeding would begin when notice of the claim was mailed to a party seeking to intervene, the Liquidation Procedures would have reflected that intent.

that Metex had by June 21, 2012 executed its settlement with CIC, which contained the specifically-negotiated provision that CIC would be permitted to pursue its contribution claim against the Home and retain any proceeds from this proceeding. The terms of that agreement, including the term relating to CIC's claim against the Home, were in place months before the June 2012 execution date.

Further, even if Metex did actually learn about this proceeding in the "late summer of 2012," Metex should have sought to intervene in this proceeding at that point. Given Metex's intimate familiarity with the coverage claims against Kentile's carriers and the mechanics of contribution claims against the Home (which Metex had supported), Metex did not need the parties' submissions to decide for itself whether its interests could be affected by this proceeding. Moreover, Metex *did not ask* to review the parties' submissions for months after allegedly learning of this proceeding, until on or around December 7, 2012. Ex. 7. Metex did not during this time reach out to CIC to ask the basis of CIC's claim against the Home, or the amount of CIC's claim, or for CIC's view as to whether Metex's "interests could be affected by this proceeding."

Metex *still* failed to act when CIC advised the Liquidator on December 19, 2012 that CIC would provide the parties' briefs in redacted form, or when CIC provided those redacted briefs to Metex on February 7, 2013. Exs. 8, 9. Instead, Metex sat back and allowed the Liquidator to argue, in Metex's place, why the parties' unredacted submissions should be disclosed to Metex. This lengthy delay fatally undermines any suggestion that Metex's motion to intervene has been "expeditious." Thus, even if the Referee were inclined to (or could) overlook the thirty day limitation period set forth in the Liquidation Procedures, Metex's conduct

would not warrant the Referee doing so under the circumstances presented here.

II. Metex's Motion Should Be Denied as a Matter of Substance Because Its Proposed Intervention Would Harm CIC.

Even if timely, the Referee should still deny Metex's motion because Metex's proposed intervention would harm and prejudice CIC. In this regard, Metex claims that it does not wish to "frustrate or overturn the Referee's and the current parties' efforts thus far," Metex Br. at 2, and that Metex

does not intend to seek discovery, but rather merely seeks an opportunity to review the submissions of the parties in unredacted form (subject to the confidentiality order entered herein) and to be heard with respect to its rights implicated in this proceeding.

Metex Motion to Intervene and Participate at ¶¶ 2. However, even this purportedly limited participation would harm CIC and prove unworkable for the following reasons:

A. Metex Seeks the Disclosure of Confidential, Protected Claim Evaluation Material.

Metex is fully aware that the Referee, on April 2, ruled that Metex could not obtain the parties' unredacted submissions in this matter. Yet, the centerpiece of Metex's proposed intervention is to gain access to those unredacted submissions – without any explanation as to why the Referee should ignore its prior ruling. However, disclosure of the information Metex seeks still poses serious concerns to CIC.

As CIC noted prior to the Referee's ruling, the material that CIC redacted from the submissions that CIC already provided to Metex is protected "Claim Evaluation Material," which reflects CIC's evaluation of the coverage claims against it. Not only does Metex assert that it is the successor to rights under the insurance

policies issued to Kentile, but Metex remains potentially adverse to CIC as respects those policies, including in the Coverage Litigation that has been stayed but not dismissed in New York. And even though CIC and Metex executed the June 2012 settlement to resolve their disputes, that agreement is not yet in full effect; Metex has not yet released claims against CIC; and the Coverage Litigation has not yet been dismissed. CIC should not have to disclose Claim Evaluation Material to Metex under these circumstances.

Even if the redacted material were not Claim Evaluation Material, the Confidentiality Order in this proceeding requires that

all Confidential Material *shall be used solely for* [1] resolving the Proofs of Claim and, subject to the provisions of this Order, [2] for determining any other proofs of claim in the Home liquidation, or [3] the collection of reinsurance, in each case relating to the same Home insurance policies as a Claim, *and for no other purpose whatsoever.*

Ex. 4, Confidentiality Order at ¶ 5 (emphasis added). Notwithstanding that Metex proposes to review the unredacted briefs subject to this confidentiality order, there would be no practical way to “fence off” the information in those briefs and from use in Metex’s bankruptcy proceedings or the Coverage Litigation.

And even if there *were* a practical way to prevent Metex from using the redacted portions of the parties’ submission in other proceedings against CIC, Metex’s counsel advised CIC (in January, when CIC and Metex were negotiating a confidentiality agreement with respect to production of the redacted briefing) that Metex had to disclose the briefs it obtained from this proceeding to plaintiffs’ counsel in the underlying claims against Kentile (counsel for an “Unsecured Committee of Unsecured Creditors” and a “Future Claimants’ Representative”). These counsel

represent the individuals who have made claims against Kentile and are thus adverse to Metex, CIC and the Liquidator. (Those same counsel also represent asbestos claimants against other asbestos defendants in matters unrelated to Kentile.) Again, as CIC noted prior to the Referee's ruling, there is no reason to believe that Metex could avoid disclosure of the unredacted briefs to that same counsel which is adverse to Metex, CIC and the Liquidator; once disclosed to those attorneys, there would be no practical way to prevent the unredacted briefs from being widely disseminated and being used against Metex, CIC or the Liquidator in related and unrelated matters.

In short, while nothing in Metex's motion to intervene provides a basis for the Referee to change its prior ruling, there is ample reason to uphold it.

B. Metex Seeks to Re-litigate CIC's Contribution Claim.

While Metex claims that it does not wish to "frustrate [and] overturn the Referee's and the current parties' efforts" to date, Metex's proposed intervention would do just that. CIC first asserted its contribution claim against the Home more than seven years ago; has responded to numerous questions and arguments against that claim; has produced more than 10,000 pages of documents at the Liquidator's request; has produced witnesses for deposition and has responded to the Liquidator's arguments in briefing submitted to the Referee.

In its motion papers, Metex has hinted at arguments that it would make if permitted to intervene in this proceeding; arguments that the Liquidator to apparently chose not to make over the past seven years. *See Metex Br.* at 9. After having responded to the Liquidator's numerous questions and arguments over the course of many years, CIC should not have to start all over again by justifying its claim to Metex and responding to those arguments. Not only would this involve

significant time and resources, but it would inevitably cause other complications as well. For example, despite Metex's claim that it does not wish to seek discovery, CIC might be forced to produce documents to respond to Metex's arguments. This would likely lead to discovery disputes that the Referee would need to address (involving confidential or Claims Evaluation Material), and would also likely cause CIC to seek discovery from Metex or the Liquidator.² All of this would only further delay the resolution of CIC's seven-year-old contribution claim.

C. The Harm to CIC Outweighs Any Interest Metex Has in this Proceeding.

Against the harm to CIC if Metex is permitted to intervene in this proceeding, Metex asserts that it has an interest in the policies issued to Kentile and that its interest "may be directly affected by this proceeding" because Metex's recovery under its settlement agreement with the Liquidator and the NYLB will be affected by the outcome of this proceeding. Metex Br. at 9. However, given the lengthy history of CIC's contribution claim and contentious nature of this proceeding, Metex cannot argue that its interests have not been fairly represented. The Liquidator has sought to defeat CIC's claim for years; his dogged attempts to defeat CIC's claim are aligned with Metex's own interests in defeating CIC's claim.

In any event, before Metex entered into that settlement agreement, Metex not only supported insurers' (including CIC's) contribution claims against the NYLB,

² For example, the Liquidator has never provided copies of its communications with Metex, which CIC sought back in December 2012.

but Metex also entered into the settlement agreement with CIC which would allow CIC to pursue its claim against the Home and to retain the proceeds from that claim. In that light, Metex's asserted interest appears to be nothing more than an attempt to "undo" the provision that Metex specifically negotiated with CIC in its earlier settlement agreement.³

III. CIC's Additional Concerns with Metex's Proposed Intervention

Finally, it is not clear that the Liquidation Procedures would permit the "limited" participation that Metex seeks. Those procedures state that intervenors "may participate in the proceeding in all respects not specifically denied in these Procedures;" they elsewhere provide that intervenors "shall be provided a copy of the Case File, mandatory disclosures" and copies of the other filings in the matter. Liquidation Procedures at ¶ 9(b), ¶14(b). If the Liquidation Procedures *do* require the disclosure of such documents to any intervenor, then Metex's intervention would only lead to further disputes regarding the disclosure of confidential and Claim Evaluation Material; and that intervention would further prejudice CIC to the extent that such material were ultimately provided to Metex.

If, however, the Referee concludes that the scope of Metex's intervention can

³ Metex suggests that denying Metex's motion to intervene in this Disputed Claim Proceeding "would be to invite a potential stay of this disputed claim proceeding by the Bankruptcy Court." Metex Br. at 2. If a stay were imposed then CIC would request an order staying any and all approvals and/or distributions by the Liquidator involving the Home policies issued to Kentile. This would be necessary to ensure that claimants against the Home policies that are situated similarly to CIC could not proceed with their claims and thus could not impair or even exhaust Home policy limits that should be available for CIC to recover once the stay ends.

be circumscribed,⁴ and if the Referee were inclined to allow some limited participation by Metex in these procedures, then CIC would be agreeable to Metex's "participation" subject to the following conditions:

1. **CIC and the Liquidator would seek to reach agreement regarding the disclosure of additional portions of the parties' submissions to Metex.** CIC has already provided Metex with redacted copies of the parties' submissions, which disclose over half of their contents and set forth the basis for CIC's claim for contribution. CIC offered to work with the Liquidator to disclose additional portions of those submissions, but the Liquidator refused to do so (and filed its motion for leave to disclose the briefs to Metex minutes after that refusal). However, if the Referee ordered CIC and the Liquidator to try to reach agreement on this issue, CIC would be willing to work with the Liquidator and believe that a compromise could be reached.

2. **Metex would be allowed to attend the merits hearing in this matter, but would not be able to raise new arguments against CIC's claim.** For the reasons set forth above, CIC believes that Metex's interests have already been fairly represented in this proceeding by the Liquidator's various attempts to defeat that claim over the past seven years; and that CIC would be prejudiced by having to respond at this late date to Metex's supposedly new arguments against that claim. However, CIC would

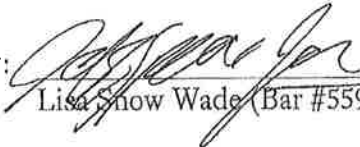
⁴ CIC would only make this proposal if the Referee also ordered that Metex could not, after-the-fact, obtain additional documents and/or any greater "rights" to participation based on the Liquidation Procedures discussed above.

be willing for Metex to sit in on the merits hearing in this matter, with the understanding that Metex could not then disclose the substance of that argument (including and especially the discussion of any Claim Evaluation Material) with any third party including the “Unsecured Committee of Unsecured Creditors” and a “Future Claimants’ Representative.”

These conditions would be necessary in order to assure that this proceeding could be concluded in a timely and efficient manner, and in a way that would not prejudice CIC in this and other matters. Finally, to the extent that Metex is allowed to participate on some level, then Metex should not then be permitted simply to declare its dissatisfaction with its intervention rights and *then* seek to stay this proceeding. In other words, if Metex is permitted to intervene in this Disputed Claim Proceeding, it does not seem to us that Metex could, after that point, simply change its mind and seek a stay.

CONCLUSION

For the reasons set forth above, CIC respectfully requests that Metex's motion seeking leave to intervene and participate in the present disputed claim proceeding be denied.

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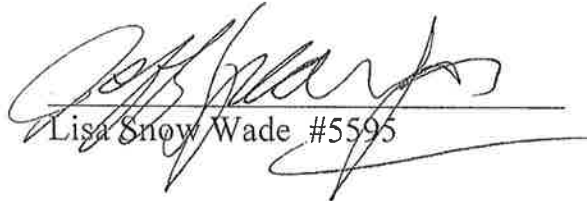
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CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document has been served on counsel of record via First Class mail on August 12, 2013,


Lisa Snow Wade #5595

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STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

BEFORE THE COURT-APPOINTED REFEREE IN THE LIQUIDATION OF THE
HOME INSURANCE COMPANY DISPUTED CLAIMS DOCKET

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| <p>CENTURY INDEMNITY COMPANY,</p> <p>Claimant,</p> <p>v.</p> <p>ROGER A. SEVIGNY, INSURANCE COMMISSIONER OF THE STATE OF NEW HAMPSHIRE, AS LIQUIDATOR OF THE HOME INSURANCE COMPANY,</p> <p>Respondent.</p> | <p>Proceeding No. 2005-HICIL-14</p> |
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