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STATE OF WASHINGTON
OFFICE OF INSURANCE COMMISSIONER

BENEFIT MARKETING SOLUTIONS LLC and
BENEFIT SERVICES ASSOCIATION,

NO. 14-0081

**OPPOSITION OF BENEFIT
MARKETING SOLUTIONS LLC
AND BENEFIT SERVICES
ASSOCIATION TO OIC'S
MOTION FOR
RECONSIDERATION**

The Office of the Insurance Commissioner's Motion for Reconsideration should be denied because the OIC fails to provide any legal basis for reconsideration under RCW 34.05.470 or CR 59(a) and simply regurgitates the same arguments it previously made in opposing the stay in the first instance.

A. The OIC does not cite or possess a basis for this hearings unit to reconsider the order staying the amended cease and desist order.

A party may file a motion for reconsideration under RCW 34.05.470, but that statute is silent on the grounds to be considered in granting such motion. This hearings unit has previously held that the Superior Court Civil Rules apply to matters pending in front of it. *See In re Costage*, Docket No. 13-0119, Order Granting OIC's Motion to Compel (applying CR 37); *See also Hall v. Seattle Sch. Dist. No. 1*, 66 Wn. App. 308 (1992) (ALJ acts like a judge when considering reconsideration under RCW 34.05.470). Here, the OIC has moved for reconsideration – a legal remedy borne out of the courts of law – and this hearings unit should apply the standard set out in CR 59(a) in determining the OIC's motion.



1 CR 59(a) provides nine grounds for reconsideration, yet the OIC fails to cite any legal
2 basis for why this hearings unit should grant its motion. Instead, the OIC (1) argues the basis
3 for its 12(b)(6) motion in Thurston County Superior Court relating to primary jurisdiction, (2)
4 provides hearsay evidence (that is not newly discovered) in the form of a declaration from its
5 own attorney that relates to a completely unrelated party and is in no way relevant to Benefit
6 Marketing Solutions or Benefit Services Association, and (3) again argues that its conclusory
7 determination that BMS and BSA are unauthorized insurers should result in a finding that the
8 stay would tend to injure Washington consumers.

9 First, the issue of primary jurisdiction and the basis for the OIC's 12(b)(6) motion in
10 Thurston County Superior Court is irrelevant to the stay and a motion for reconsideration.
11 The Thurston County Superior Court granted the OIC's 12(b)(6) motion to dismiss on Friday,
12 August 30, 2014, and pending reconsideration of that decision, a motion to amend the
13 complaint, or other relief, the parties may be back in front on the hearings unit. But the
14 court's decision and the legal arguments related to the OIC's 12(b)(6) motion have no bearing
15 on this pending motion for reconsideration.

16 Second, the Declaration of Marta Deleon which purports to provide evidence of
17 potential harm to Washington consumers is neither evidence nor persuasive. Ms. Deleon, an
18 attorney with the Attorney General's Office that represents the OIC, testifies about an entity
19 that has no relationship whatsoever – legally or factually – to BMS or BSA. The OIC uses
20 Ms. Deleon's declaration to argue the premise that because the OIC has unilaterally
21 concluded that BMS and BSA are unauthorized insurers and because a different entity that
22 had been an unauthorized insurer once harmed Washington consumers, that BMS and BSA
23 will harm Washington consumers. This sort of A=B, B=C, so A=C argument is simplistic,
24 flawed, and an affront to the concept of an independent, evidence based legal process.
25
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1 The OIC's motion for reconsideration should be denied because the OIC has failed to
2 provide any factual or legal basis for reconsideration.

3 **B. The contractual liability insurance policy maintained by BMS protects**
4 **Washington consumers from injury.**

5 This hearings unit has requested specific documentation related to the CLIP provided
6 by BSA that protects Washington consumers. We have attached the Lyndon Southern
7 Insurance Company CLIP that insures the Paid Out Product Service Protection benefit as
8 Exhibit A to the Declaration of Bradley Denison. The CLIP is issued to Benefit Services
9 Association which is the Oklahoma domiciled association of which Washington consumers
10 become members. Lyndon Southern Insurance Company was licensed on July 15, 2005 in
11 Oklahoma and has remained licensed since then. Denison Declaration, Ex. B. The Oklahoma
12 Department of Insurance approved the Lyndon Southern CLIP on August 14, 2012. Denison
13 Decl., Ex. C. Should BMS fail to fulfill its contractual obligations to a Washington member,
14 the CLIP will provide the benefit or a cash payment directly to the consumer. BMS will
15 maintain the CLIP throughout this matter and as long as it has any memberships in BSA.

16 BMS and BSA value their 10 years of serving Washington consumers that have
17 become members of the association. BMS and BSA have been successful in this state because
18 they have fulfilled their obligations to Washington consumers. BMS and BAS will continue to
19 uphold their obligations (and the CLIP will continue to protect Washingtonians) and because
20 there is no evidence to the contrary, the OIC's motion for reconsideration should be denied.

21 **CONCLUSION**

22 The OIC has not provided this hearings unit with any evidence, argument, or law that
23 warrants reconsideration. Instead, as clear as it was when the stay was granted, BMS and BSA
24 are not harming any Washington consumers and will not be harming any Washington
25 consumers during the pendency of this action. BMS and BSA stand behind their record in
26



1 Washington and behind the CLIP that is expressly intended to safeguard Washington
2 consumers. The OIC's motion for reconsideration should be denied.

3 DATED this 5th day of September, 2014.

4 RYAN, SWANSON & CLEVELAND, PLLC

5
6 By 

7 Jerry Kindinger, WSBA #5231
8 Gulliver A. Swenson, WSBA #35974
9 Attorneys for Benefit Marketing Solutions
10 LLC and Benefit Services Association

11 1201 Third Avenue, Suite 3400
12 Seattle, Washington 98101-3034
13 Telephone: (206) 464-4224
14 Facsimile: (206) 583-0359
15 kindinger@ryanlaw.com
16 swenson@ryanlaw.com
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STATE OF WASHINGTON
OFFICE OF INSURANCE COMMISSIONER

BENEFIT MARKETING SOLUTIONS LLC and
BENEFIT SERVICES ASSOCIATION,

NO. 14-0082

**DECLARATION OF BRADLEY
DENISON**

I, Bradley Denison, declare as follows:

1. I am an Executive Vice President of Benefit Marketing Solutions, LLC ("BMS"), which is the subject of the Amended Cease and Desist Order issued by the Washington Office of the Insurance Commissioner on May 15, 2014. I am competent to give this declaration and the statements made herein are based upon my own personal knowledge and my review of BMS's records.

2. Attached as Exhibit A is a true and correct copy of the Contractual Liability Insurance Policy ("CLIP") between Lyndon Southern Insurance Company and Benefit Services Association. Should BMS fail to fulfill its contractual obligations to a Washington member, the CLIP will provide the benefit or a cash payment directly to the consumer.

3. The Lyndon Southern Insurance Company CLIP was approved by the Oklahoma Department of Insurance on August 14, 2012. Attached as Exhibit B is a true and correct copy of the approval of the CLIP by the Oklahoma Department of Insurance.

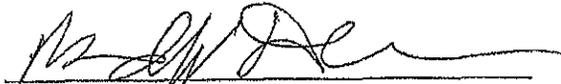
DECLARATION OF BRADLEY DENISON - 1

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4. Lyndon Southern Insurance Company has been approved by the Oklahoma Department of Insurance since July 15, 2005. A true and correct copy from the Oklahoma Department of Insurance website showing Lyndon Southern's status is attached as Exhibit C.

I declare under penalty of perjury under the laws of the State of Oklahoma and Washington that the foregoing is true and correct.

DATED this 5TH day of September, 2014 at NORMAN, Oklahoma.



Bradley Denison

EXHIBIT A

LYNDON SOUTHERN INSURANCE COMPANY

Administrative Office: 10151 Deerwood Park Boulevard, Building 100, Suite 500, Jacksonville, FL 32256
(800) 888-2738

CONTRACTUAL LIABILITY INSURANCE POLICY

LYNDON SOUTHERN INSURANCE COMPANY, hereinafter called the Company, in consideration of the payment of the premium, in reliance upon the statements in the Declarations made a part hereof, and subject to all the terms of this Policy, agrees with the Named Insured in the Declarations as follows:

INSURING AGREEMENT

Coverage

The Company agrees to reimburse the Named Insured for all costs incurred in fulfilling its legally binding obligations under each Designated Contract validly issued by the Named Insured during the Policy Term, in accordance with the terms and conditions of such Designated Contract. The reimbursements of those costs shall be made directly to the Named Insured, and in the event such costs are incurred by another party's performance pursuant to such obligations, the reimbursement may be made, only in the event of the Named Insured's nonperformance, on behalf of the Named Insured, directly to such other party. In the event of the Named Insured's nonperformance, if proof of loss is provided, payment shall be made directly from the Company to the Designated Contract Holder or the Company shall provide the required service. The Company shall not have a duty to defend the Named Insured in any lawsuit or other judicial or administrative proceeding involving the Named Insured.

Definitions

Company: LYNDON SOUTHERN INSURANCE COMPANY.

Contractual Obligation: The Named Insured's obligation to properly provide the services and/or amounts the Named Insured is contractually obligated to pay pursuant to the provisions of the Designated Contract. No other obligations or liabilities that may arise from a Designated Contract are insured by this Policy. See Exclusions. The amounts of a Contractual Obligation shall not exceed the liability provided under a Designated Contract.

Deductible: The amount that shall be deducted from each Loss that is assumed by the Named Insured or the Designated Contract Holder as set forth in the Designated Contract.

Designated Contract: A contract described in the Declarations and issued by the Named Insured while this Policy is in force on a form approved in writing by the Company and for which the proper premium is timely paid.

Designated Contract Holder: The individual or entity that is issued a Designated Contract or someone who has qualified as a transferee under the terms of the Designated Contract.

Designated Contract Holder Claim: A claim by a Designated Contract Holder, which constitutes a Contractual Obligation.

Loss: Expenses actually incurred by the Named Insured or on behalf of the Named Insured in the performance of a Contractual Obligation.

Named Insured: The person(s) or organization listed as the Named Insured in the Declarations.

Named Insured's Claim: A claim by the Named Insured for benefits under this Policy based on a Contractual Obligation.

Policy: This Contractual Liability Insurance Policy as furnished by the Company to the Named Insured.

LIMITS OF LIABILITY

The Company's maximum liability with respect to a particular Designated Contract is limited to and shall not exceed the Named Insured's Contractual Obligation limits described within each Designated Contract. Once the limit of liability has been paid, our obligation to reimburse the Named Insured for a Designated Contract loss shall cease. No other obligations or liabilities that may arise under a Designated Contract are insured against under this Policy.

EXCLUSIONS

This Policy does not insure for any obligation or liability other than a Contractual Obligation and does not apply to:

1. liability for bodily injury, sickness, disease or death of any person, negligence or any and all consequential, incidental and compensatory damages, including extra-contractual damages arising from performance by the Named Insured, the Named Insured's agents, or employees under an Designated Contract;
2. any and all obligations and liabilities which may arise by virtue of performance under an Designated Contract by the Named Insured or anyone else;
3. breach of any and all implied warranties of merchantability;
4. breach of any and all implied warranties of fitness;
5. any and all liabilities for negligence;
6. any and all liabilities for defective products, including strict liability;
7. any and all liabilities or obligations extending to anyone other than the Designated Contract Holder;
8. any and all obligations, liabilities or claims of the Named Insured arising from any fraudulent, dishonest or criminal act of the Named Insured or his agents or employees
9. any duty to defend the Named Insured in any lawsuit or other judicial or administrative proceeding involving the Named Insured;
10. labor and/or parts performed by or on behalf of the Named Insured arising out of work or any portion thereof, or out of materials, parts or equipment, as a result of recall by the manufacturer or dealer.

CONDITIONS

1. **Reporting of Designated Contract:** Within thirty (30) days after the date on which a Designated Contract was issued and reported to the Named Insured, the Named Insured shall report the number of issued Designated Contracts in the format set forth by the Company and forward to the Company, or its designated agent, the proper premium. All premiums shall be computed in accordance with the Company's rules, rates and rating plans, premiums and premiums applicable to the insurance afforded herein.
2. **Premium Determination:** The premium for each Designated Contract shall be determined in accordance with the scheduled rates attached hereto and made a part hereof.
3. **Notice of Named Insured's Claim:** When a Designated Contract Holder makes a Designated Contract Holder Claim, prior to undertaking any performance under a Designated Contract, the Named Insured shall notify the Company or its authorized agent of the Designated Contract Holder Claim, supplying particulars of the claim. One hundred percent (100%) of the claim exposure is covered by the policy.
4. **Prior Authorization:** The Named Insured shall not undertake any performance under a Designated Contract without first receiving authorization to perform from the Company or its authorized agent, and after giving proper notice of the Named Insured's claim.
5. **Proof of Loss:** As soon as practicable (but, in any event, not later than 30 days after the Loss), the Named Insured shall give to the Company written proof of Loss, under oath if required, including full particulars of the nature and the extent of the Loss and other details entering into the determination of the amount payable. The Named Insured shall submit to examination under oath by any person named by the Company and subscribe to same, as often as may reasonably be required. Proof of Loss shall be on forms furnished by the Company unless the Company shall have failed to furnish such forms within 15 days after receiving notice of claim.
6. **Inspection and Audit:** The Named Insured shall keep complete records and accounts of all transactions pertaining to Designated Contracts and Warranties. The Company shall be permitted but not obligated to inspect at any reasonable time the Named Insured's premises, books and records as they pertain to coverage under this Policy. This right shall exist so long as Designated Contracts and Warranties are outstanding. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

Action Against The Company: No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance by the Named Insured or any Additional Insured with all of the terms of this Policy and until the amount of the Named Insured's Loss shall have been finally determined either by judgment against the Named Insured after trial or by written agreement of the Named Insured, the Designated Contract Holder, and the Company. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the Named Insured to determine the Named Insured's liability, nor shall the Company be impleaded by the Named Insured or his legal representative. Bankruptcy or insolvency of the Named Insured or of the Named Insured's estate shall not relieve the Company of any of its obligations under this Policy. The Company shall administer and pay all claims and refunds in accordance with the Designated Contracts or Warrants issued prior to such bankruptcy or insolvency and for which premium was paid. Actions against the Company will be limited to 5 years following date of Loss. In the event that the service warranty association is unable to fulfill its obligation under contracts issued in this state for any reason, including insolvency, bankruptcy, or dissolution, the contract liability insurer will pay losses and unearned premiums under such plans directly to the person making a claim under the contract. The insurer issuing the contractual liability policy shall assume full responsibility for the administration of claims in the event of the inability of the association to do so;

GENERAL PROVISIONS

1. **Named Insured's Representations and Declarations:** By acceptance of this Policy, the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
2. **Cancellation:**
 - A. **Cancellation by the Named Insured:**

The Named Insured has the right to cancel this Policy with respect to Designated Contracts not yet in effect by surrendering the Policy to the Company or any of its authorized agents or by mailing to the Company, at the address shown on the Declarations page, advance written notice of its intent to cancel this Policy and stating the date cancellation will be effective.
 - B. **Prospective Cancellation by the Company:**
 - 1) The company has the right to cancel this Policy at any time and for any reason within the first 60 days. The Company shall mail written notice of cancellation to the Named Insured prior to the effective date of cancellation of the Policy, which has been in force 60 days or less. A specific explanation for cancellation shall be given.
 - 2) After this Policy has been in effect for more than sixty (60) business days or after the effective date of the renewal, a notice of cancellation shall not be issued by the Company unless it is based on at least one of the following reasons with at least ten (10) days notice to the Named Insured:
 - a. Nonpayment of premium;
 - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
 - c. Discovery of willful or reckless acts or omissions on the part of the Named Insured which increase any hazard insured against;
 - d. The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - f. A determination by the Commissioner that the continuation of the policy would place the Company in violation of the insurance laws of this state;
 - g. Conviction of the Named Insured of a crime having as one of its necessary elements an act increasing any hazard insured against; or
 - h. Loss of or substantial changes in applicable reinsurance.
 - 3) All notices of cancellation shall be in writing and shall be mailed to the last mailing address known by the Company for the Named Insured. Proof of mailing of notice of cancellation shall be sufficient proof of notice.
 - 4) The Company shall mail written notice of cancellation for nonpayment of premium 10 days in advance prior to cancellation. The Named Insured shall be allowed 10 days from receipt of the notice of cancellation due to nonpayment of premium to cure such nonpayment.

C. Retrospective Cancellation by the Company:

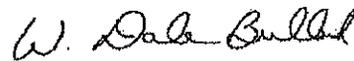
The Company may not cancel this Policy with respect to Designated Contracts that are in effect on the date of cancellation. In the event of cancellation of the Policy by the Named Insured or Company, there will be no tender of unearned premiums. The Company will remain liable for losses covered by the Policy until expiration of the Designated Contracts covered by this Policy.

3. **Non Renewal by the Company:** The Company has the right to non-renew this Policy effective on any annual Policy anniversary date. All notices of non-renewal shall be in writing and shall be mailed to the Named Insured at the last mailing address know to the Company, at least 60 days prior to the effective date of the non-renewal and shall provide a specific explanation of the reasons for non-renewal. Proof of mailing of notice of nonrenewal shall be sufficient proof of notice. If notice is given by mail, said notice shall be deemed to have been given on the day said notice is mailed. If the notice is mailed less than 60 days before expiration, coverage shall remain in effect until 60 days after notice is mailed.
4. **Subrogation:** In the event of any payment by the Company under this Policy, the Company shall be surrogated to all of the Named Insured's rights of recovery therefore against any person or organization, and the Named Insured shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Named Insured shall do nothing to prejudice such rights.
5. **Assignment:** Assignment of interest under this Policy shall not bind the Company unless its consent is endorsed hereon. No liability of the Company shall exist under this Policy unless the assignment is accepted and the Policy is endorsed. Insurance provided under this Policy shall not inure, either directly or indirectly, to any bailee or other third person.
6. **Changes in the Policy:** No waiver or change of the terms of this Policy shall be made except by endorsement issued to form part of this Policy and signed by a duly authorized representative of the Company. Notice to any agent or knowledge possessed by any agent or by any person shall not affect a waiver or change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy.
The Company shall give to the Named Insured at the mailing address shown on this Policy, written notice of premium increase, reduction in limits, or reduction in coverage at least 45 days prior to the expiration date of the policy. If the Company fails to provide such notice, the premium, limits, and coverage provided to the Named Insured prior to the change shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the Named Insured, whichever first occurs. If notice is given by mail, said notice shall be deemed to have been given on the day said notice is mailed. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the Named Insured accepts the renewal, the premium increase, if any, and any other changes shall be effective the day following the prior policy's expiration or anniversary date.
7. **Territory:** This Policy applies only to Losses which occur while the item covered by a Designated Contract is within the United States of America, its territories or possessions.
8. **Recoveries:** All amounts recovered by the Named Insured for which he has received benefits under this Policy shall belong to and be paid to the Company by the Named Insured up to the total amount of benefits paid by the Company.
9. **Other Insurance:** If the Named Insured has other insurance against a Contractual Obligation covered by this Policy, the Company shall not be liable under this Policy for a greater proportion of such Contractual Obligation than the applicable limit of liability of this Policy bears to the total applicable limit of liability of all valid and collectible insurance against such Contractual Obligation.

IN WITNESS WHEREOF, the Company has caused this Contractual Liability Insurance Policy to be signed by its President and Secretary.



Secretary



President

EXHIBIT B

SERFF Tracking #: LFST-128483741

State Tracking #: LFST-128483741

Company Tracking #: OK-LL-DC-CLIP- NEW PROGRAM FORMS: CHG TO...

State: Oklahoma

Filing Company: Lyndon Southern Insurance Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability

Product Name: OK-LL-DC-CLIP- New Program Forms

Project Name/Number: OK-LL-DC-CLIP- New Program Forms/OK-LL-DC-CLIP-BMS New Program Forms

Disposition

Disposition Date: 08/14/2012

Effective Date (New): 08/14/2012

Effective Date (Renewal): 08/14/2012

Status: Approved as Amended

Comment:

APPROVE AS AMENDED: Applicable to the form filings under the Commissioners jurisdiction and the rate/rule filings under the jurisdiction of the Commissioner. 36 O.S. Section 6821 and 36 O.S. Section 3610

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Checklist	No Action Taken	Yes
Supporting Document	Rule 365:15-1-3(b)(9)(D)	No Action Taken	Yes
Supporting Document	Rule 365:15-1-3(b)(9)(E)	No Action Taken	Yes
Supporting Document	Rule 365:15-1-3(b)(9)(F)	No Action Taken	Yes
Supporting Document	Rule 365:15-1-3(b)(9)(G)	No Action Taken	Yes
Supporting Document	Third Party Authorization	No Action Taken	Yes
Supporting Document	deemer letter	No Action Taken	Yes
Form (revised)	Policy	Approved	Yes
Form (revised)	Schedule	Approved	Yes
Form (revised)	Endorsement	Approved	Yes
Form	Policy	Disapproved	Yes
Form	Schedule	Disapproved	Yes
Form	Endorsement	Disapproved	Yes

SERFF Tracking #: LFST-128483741 State Tracking #: LFST-128483741 Company Tracking #: OK-LL-DC-CLIP- NEW PROGRAM FORMS: CHG TO...

State: Oklahoma Filing Company: Lyndon Southern Insurance Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0004 Contractual Liability
Product Name: OK-LL-DC-CLIP- New Program Forms
Project Name/Number: OK-LL-DC-CLIP- New Program Forms/OK-LL-DC-CLIP-BMS New Program Forms

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved as Amended	Kimberly McKinney, CISR	08/14/2012	08/14/2012

EXHIBIT C

Company Search Look-up

NAIC Consumer Information Source (<http://sbs.ok.naic.org/CIS/>)

CLOSE

COMPANY DEMOGRAPHICS

Company Name:	LYNDON SOUTHERN INSURANCE COMPANY	REIN:	43-1754760
State of Incorporation:	DELAWARE	Incorporation Date:	07/15/2005
Company #:	857944	NAIC #:	10051
NAIC Group #:	17	NAIC Group Name:	LIFE OF THE SOUTH CORP GRP
Domicile Type:	Foreign	Company Type:	Property and Casualty
Status:	Active		
Effective Date:	07/15/2005		

Please select by clicking the appropriate link for additional information:

Company Address	Line of Business	Company Name Change History	Company Merger History
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STATE OF WASHINGTON
OFFICE OF INSURANCE COMMISSIONER

BENEFIT MARKETING SOLUTIONS LLC and
BENEFIT SERVICES ASSOCIATION,

NO. 14-0081

DECLARATION OF SERVICE

I hereby declare as follows:

1. I am a citizen of the United States and a resident of the State of Washington. I am over the age of 18 years and not a party to the within action. I am employed by the law firm of Ryan, Swanson & Cleveland, PLLC, 1201 Third Avenue, Suite 3400, Seattle, Washington, 98101-3034.

2. On the 5th day of September, 2014, I caused to be served upon the individuals and in the manner described below the following documents:

OPPOSITION OF BENEFIT MARKETING SOLUTIONS LLC AND
BENEFIT SERVICES ASSOCIATION TO OIC'S MOTION FOR
RECONSIDERATION;

DECLARATION OF BRADLEY DENISON; and

DECLARATION OF SERVICE

Ms. Kelly A. Cairns
Paralegal
Washington State Office of
Insurance Commissioner
PO Box 40255
Olympia, WA 98504-0255

- U.S. Mail
- Hand Delivery
- E-mail -- KellyC@oic.wa.gov
- Facsimile
- Federal Express

DECLARATION OF SERVICE - I

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Ms. Marcia G. Stickler
Staff Attorney
Office of Insurance Commissioner of
Washington
PO Box 40255
Olympia, WA 98504-0255

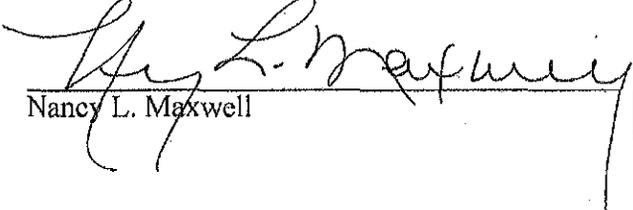
- U.S. Mail
- Hand Delivery
- E-mail – MarciaS@oic.wa.gov
- Facsimile
- Federal Express

Ms. Marta DeLeon
Assistant Attorney General
Office of the Attorney General of
Washington
1125 Washington Street SE
PO Box 40110
Olympia, WA 98504-0110

- U.S. Mail
- Hand Delivery
- E-mail
martad@atg.wa.gov
RowenaS@atg.wa.gov
- Facsimile
- Federal Express

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 5th day of September, 2014 at Seattle, Washington.



Nancy L. Maxwell