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STATE OF WASHINGTON  
OFFICE OF INSURANCE COMMISSIONER

RENT-A-CENTER, INC.  
RENT-A-CENTER WEST, INC.,

NO. 14-0082

and

**MOTION FOR STAY OF  
PROCEEDINGS**

BENEFIT MARKETING SOLUTIONS, LLC and  
BENEFIT SERVICES ASSOCIATION,

**REQUEST FOR RELIEF**

Benefit Marketing Solutions (“BMS”) and Benefit Services Association (“BSA”) request a stay of this proceeding until the Thurston County Superior Court has ruled on BMS and BSA’s Complaint for Declaratory Relief, which is attached as Exhibit A to the Declaration of Gulliver Swenson. BMS and BSA have asked the Superior Court to declare that the OIC lacks jurisdiction because:

Neither entity nor their respective business activities are subject to regulation and control by the Washington State Office of the Insurance Commissioner because plaintiffs: (1) are not service contract providers and are not engaged in the solicitation or sale of service contracts as defined by RCW 48.110.020, and (2) are not insurance providers as defined by RCW 48.17.060.

A stay is appropriate because this action is premature until the declaratory relief action is decided and a stay will promote judicial economy and avoid inconsistent adjudications.





1 Both the Department and we agree that the singular dispositive question in the  
2 Benefit Marketing Solutions et al (No. 14-0081 matter and the related matter  
3 involving Rent-A-Center, Inc. et al (No. 14-0082) determination of whether a  
4 service contract is involved. We agreed to jointly request a stay in the Rent-A-  
5 Center matter pending judicial determination of the issue in the above  
6 declaratory judgment action. To that end Gulliver will advise [Kelly] Cairns  
7 and suggest that a joint motion for an order staying this hearing pending the  
8 judicial decision which will be filed shortly and should obviate the need for a  
9 prehearing conference.

6 The Commissioner responded and stated "That summarizes it nicely." Counsel then alerted  
7 the Hearings Unit that a joint motion for a stay, pending the outcome of the Thurston County  
8 Superior Court matter, would be filed in this action. The Commissioner then reneged on his  
9 agreement and stated the Commissioner would not agree to a stay or participate in a joint  
10 motion. This motion follows.

#### 11 ARGUMENT

12 A stay of this matter is necessary because (1) this matter is premature until the  
13 declaratory relief action is decided, (2) a stay promotes judicial economy, and (3) a stay  
14 avoids the potential for inconsistent adjudication.

15 First, the Commissioner seeks to impose a fine against BMS and BSA while a good  
16 faith dispute exists regarding whether the Commissioner has subject-matter over the products  
17 at issue in this matter or personal jurisdiction over BMS and BSA. It is premature to pursue a  
18 fine for alleged violations of the Insurance Code until the Thurston County Superior Court  
19 had decided whether the Commissioner has jurisdiction to regulate the parties and the  
20 products.

21 Second, there should only be one forum deciding the Commissioner's authority. If  
22 BMS and BSA are required to defend themselves in this matter, their defenses will mirror the  
23 claims raised in their Complaint for Declaratory Relief. Having two forums decide these  
24 issues will create a potential for inconsistent adjudications that can easily be avoided by  
25 granting a stay.



1 Third, it is judicially economic to conclude the Thurston County Superior Court matter  
2 before wasting resources in this matter. It would be a waste of the Commissioner's Hearing  
3 Unit's time and resources to work on this matter while the declaratory relief action is  
4 simultaneously pending.

5 Finally, the Commissioner should be bound by his agreement. The Commissioner  
6 agreed to a stay and the filing of a joint motion for a stay before renegeing. A stay should be  
7 entered because BSA/BMS relief on the Commissioner's representations and it is consistent  
8 with the agreement between BSA/BMS and the Commissioner.

9 DATED this 16th day of June, 2014.

10 RYAN, SWANSON & CLEVELAND, PLLC

11  
12  
13 By   
Gulliver A. Swenson, WSBA #35974  
Attorneys for Respondents

14 1201 Third Avenue, Suite 3400  
15 Seattle, Washington 98101-3034  
16 Telephone: (206) 464-4224  
17 Facsimile: (206) 583-0359  
swenson@ryanlaw.com

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STATE OF WASHINGTON  
OFFICE OF INSURANCE COMMISSIONER

RENT-A-CENTER, INC.  
RENT-A-CENTER WEST, INC.,

and

BENEFIT MARKETING SOLUTIONS, LLC and  
BENEFIT SERVICES ASSOCIATION,

NO. 14-0082

**DECLARATION OF GULLIVER  
SWENSON IN SUPPORT OF STAY**

I, Gulliver Swenson, declare as follows:

1. I am an attorney at Ryan, Swanson & Cleveland, PLLC, the attorneys of record for Benefit Marketing Solutions, LLC and Benefit Services Association in the above-captioned action. I make the following statements based on my first-hand knowledge and information. I am competent to testify and, if called to do so, would repeat and affirm each and every statement herein made.

2. Contemporaneously with filing the Motion for Stay of Proceedings in this matter, BSA and BMS filed a Complaint for Declaratory Relief in Thurston County Superior Court. A true and correct copy of that Complaint is attached as Exhibit A.

3. Prior to filing the Complaint for Declaratory Relief, I traveled with my colleague, Jerry Kindinger, to meet with the designated representative of the Washington Insurance Commissioner. We agree with the Commissioner's office that we would seek a joint motion for a stay in this matter. The agreement to seek a joint motion was confirmed in

DECLARATION OF GULLIVER SWENSON IN  
SUPPORT OF STAY - 1



1 an email from our office to the Commissioner. A true and correct copy of that email is  
2 attached to this declaration as Exhibit B.

3 4. Based on the agreement with the Commissioner, I represented to this Hearings  
4 Unit that the parties would be seeking a joint motion for a stay. Attached as Exhibit C is a true  
5 and correct copy of my email indicating that we would be moving for a joint motion for stay.

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

8 DATED this 16<sup>th</sup> day of June, 2014, at Seattle, Washington.

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11 \_\_\_\_\_  
12 Gulliver A. Swenson, WSBA #35974

**EXHIBIT A**

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SUPERIOR COURT OF WASHINGTON IN AND FOR THURSTON COUNTY

BENEFIT SERVICES ASSOCIATION, a  
nonprofit Illinois corporation; BENEFIT  
MARKETING SOLUTIONS, LLC, an Oklahoma  
limited liability company,

Plaintiffs,

v.

WASHINGTON STATE OFFICE OF  
INSURANCE COMMISSIONER,

Defendant.

NO. 14-2-01156-1

**COMPLAINT FOR  
DECLARATORY RELIEF**

**INTRODUCTION**

Benefit Services Association, a not-for-profit Illinois corporation and Benefit Marketing Solutions, LLC, an Oklahoma limited liability company, seek declaratory adjudication that:

Neither entity nor their respective business activities are subject to regulation and control by the Washington State Office of the Insurance Commissioner because plaintiffs: (1) are not service contract providers and are not engaged in the solicitation or sale of service contracts as defined by RCW 48.110.020, and (2) are not insurance providers as defined by RCW 48.17.060.

This action is brought because the Washington State Insurance Commissioner (“Insurance Commissioner”) issued an Amended Cease and Desist Order dated May 15, 2014 (attached hereto as Exhibit A) alleging that plaintiffs are engaged in or transacting unauthorized business of insurance in the State of Washington as defined by RCW 48.110. A



1 good faith dispute exists regarding the interpretation of the statutes the Insurance  
2 Commissioner relies upon and their application to Benefits Services Association (“BSA”) and  
3 Benefit Marketing Solutions, LLC (“BMS”). The Insurance Commissioner has  
4 misinterpreted and misapplied these statutes because plaintiffs are not engaging in the  
5 business of insurance and the Insurance Commissioner lacks personal and subject matter  
6 jurisdiction over them.

### 7 **STANDING AND JURISDICTION**

8 1. BSA and BMS have standing under the Uniform Declaratory Judgments Act to  
9 bring this action pursuant to RCW 7.24.020 because their substantive rights are adversely  
10 affected by the Insurance Commissioner’s incorrect interpretation and application of the  
11 Insurance Code and improper assertion of jurisdiction over the plaintiffs.

12 2. This court has jurisdiction and venue to determine the plaintiffs’ request for  
13 declaratory relief pursuant to RCW 4.92.010(5).

### 14 **DESCRIPTION OF PLAINTIFFS**

15 3. BSA is a not-for-profit corporation formed under the laws of the State of  
16 Illinois with its principal place of business in Norman, Oklahoma. BSA has never maintained  
17 an office in the State of Washington nor has it ever employed citizens in the State of  
18 Washington. Membership in BSA is open to any person. BSA members, depending on the  
19 level of their membership, are entitled to an array of discounts in retail products and/or  
20 services in numerous industries including discounts in food and entertainment industries,  
21 automotive and other retail products and services. BSA association memberships are made  
22 available for sale by banks, insurance companies, retailers, network marketing programs and  
23 rental purchase centers to their customers and clients.

24 4. BMS is an Oklahoma limited liability company with its principal office in  
25 Norman, Oklahoma. BMS has never had an office in Washington state nor employees who  
26



1 work in this state. BMS administers BSA's membership programs. BMS makes available to  
2 the industries and organizations described above the right to sell BSA association  
3 memberships to their customers. BSA memberships are offered for purchase to customers of  
4 these organizations separate from the organization's products or services, as part of  
5 organizations' efforts to retain customers and enhance customer relations.

#### 6 **UNDERLYING FACTS**

7 5. BMS entered into a written agreement dated March 1, 2012 with Rent-A-  
8 Center of Texas, LP, for itself and in its capacity as manager of Rent-A-Center East, Inc., a  
9 Delaware corporation with a principal office in Plano, Texas (collectively referred to herein as  
10 "RAC"). Under this agreement, BMS supplied RAC with retail and discount benefits through  
11 BSA. The agreement was executed by the parties in Oklahoma and Texas, respectively.

12 6. RAC stores located in Washington and other states are engaged in a rent-to-  
13 own service in which RAC customers enter into rent-to-own agreements for the rental of such  
14 things as household appliances, televisions and furniture. After the initial rental term, RAC  
15 customers can terminate their leases without charge or penalty, continue to rent, or purchase  
16 the goods for the amount of the early purchase option contained in the agreement. Unlike  
17 lessees under standard leases, RAC customers who lease products for the entire period set out  
18 in the rent-to-own agreement receive title to those products upon completion of the rental  
19 period without any additional charge. These arrangements are substantively different from  
20 traditional equipment/product leases which generally run for specific times and duration in  
21 excess of one year, and, once signed, financially obligate the lessee for all lease obligations  
22 for the balance of the entire lease term and at the end of which the lessor retains title to the  
23 goods unless the lessee pays an additional residual value amount.

24 7. Under the agreement, BSA's benefits are provided to RAC customers in a  
25 program known as "RAC Benefits Plus" ("RAC Membership"). A RAC Membership is  
26



1 offered to RAC customers who lease products from RAC stores located in Washington and  
2 elsewhere. The RAC Membership is offered to RAC customers as an additional benefit upon  
3 the leasing of any product. The RAC customer may join the RAC Membership for a period as  
4 short as a week, but the RAC Membership is renewable by the customer for as long as the  
5 customer wants. The RAC Membership is completely optional to RAC customers. RAC  
6 Membership members can terminate their RAC Membership at any time for any or no reason  
7 without charge or obligation.

8           8. RAC customers can continue to participate in the RAC Membership after their  
9 rent-to-own agreements have been fulfilled or terminated. Some, but not all RAC customers  
10 do that in order to continue to avail themselves of the wide-ranging benefits of membership.

#### 11                           **PAID-OUT PRODUCT SERVICE PROTECTION**

12           9. If RAC customers choose to continue membership in the RAC Membership  
13 after they acquire ownership of the rent-to-own products, those persons receive an additional  
14 RAC Membership benefit called "paid-out product service protection." This benefit is added  
15 to the RAC Membership at no cost or obligation to the RAC Membership participant. It is  
16 simply an additional and incidental benefit of the RAC Membership. The benefit provides a  
17 repair and replacement service for all RAC products that the RAC customer owns outright.  
18 The benefit is available to the RAC customer no matter how many RAC products they own.  
19 Neither BSA nor BMS provide these repair or replacement services.

#### 20                           **CLAIMS OF INSURANCE COMMISSIONER**

21           10. The Insurance Commissioner has improperly concluded that the paid-out  
22 product service protection offered as an incidental part of the RAC Membership constitutes  
23 (1) a service contract as defined under RCW 48.110.020(17)(a) and that (2) BSA and BMS  
24  
25  
26

1 are service contract providers as that term is defined by RCW 48.110.020(19).<sup>1</sup>

2 11. Neither RCW 48.110.020(17)(a) nor (19) applies to plaintiffs because: (1) the  
3 post-rental agreement program benefit is not a service contract; and (2) BSA and BMS are not  
4 service contract providers.

5 12. The paid-out product service protection benefit is not a service contract as  
6 defined by statute. RCW 48.110.020(17)(a) provides in pertinent part:

7 'Service contract' means a contract or agreement entered into at any time for  
8 consideration over and above the lease or purchase price of the property for  
9 any specific duration to perform the repairs, replacement or maintenance of  
10 property or the indemnification for repairs, replacement or maintenance for  
operational or structural failure due to a defect in materials or workmanship or  
normal wear and tear[.]

11 13. This incidental benefit of the RAC Membership is substantively different from  
12 the statutory definition. First, there is no additional consideration paid by the consumer. RAC  
13 customers may choose to pay a set membership fee to join the RAC Membership for which  
14 the paid-out account product service protection is an incidental benefit. RAC Membership  
15 fees are neither increased nor decreased for members based on whether the paid-out product  
16 service protection is included in the benefits. The benefit is not tied to any specific product,  
17 instead it is tied to the customer's membership. The membership fee is unaffected by either  
18 the specific leased product or the quantity of leased products. A RAC customer could lease as  
19 many products as it wanted, but would only pay a single membership fee to receive the  
20 incidental paid-out account product service protection. There is not a minimum membership  
21 period required to receive any benefit and a member is not required to be a member  
22 throughout the lease period to receive the paid-out account product service protection. If the  
23 member joins one day prior to needing to use the paid-out account product service protection,

24 \_\_\_\_\_  
25 <sup>1</sup> Note: This statute was amended by the 2014 Legislature in S.SL 5977 which becomes  
26 effective June 12, 2014. The amendments of this legislation are immaterial to the issues  
presented here, but do change the citation references above. After June 12 the new references  
are: RCW 48.110.020(18)(a) and (20), respectively.

1 they will receive the full benefit. Thus, there is no additional consideration paid for this  
2 benefit.

3 14. Second, there is no specific duration for the paid-out account product service  
4 protection. The benefit is available to the member for as long as they maintain their  
5 membership. There is no specific duration for the paid-out account product service protection  
6 benefit because the duration is tied directly to the RAC Membership and can be continued or  
7 terminated at any time at the member's discretion.

8 15. Finally, this benefit is an incidental part of a RAC Membership which includes  
9 availability of wide ranging product and service discounts wholly unrelated to and separate  
10 from the rental agreements. The purpose of the RAC Membership is to enhance customer  
11 relations and encourage repeat customers by offering discounts for goods and services  
12 unrelated to the RAC business. Traditional service contracts focus on offering maintenance,  
13 repair or replacement for the specific products sold or leased for a specific consideration in  
14 addition to what the consumer already pays for a product. Those circumstances do not exist  
15 here.

16 16. This court should preliminarily stay the enforcement of the Amended Cease  
17 and Desist Order until it has resolved the claims contained herein.

18 WHEREFORE, plaintiffs pray that the Court adjudge and decree that:

19 1. The paid-out account product service protection benefit of the RAC  
20 Membership is not a service contract as defined by RCW 48.110.020(17)(a) and does not  
21 constitute an insurance product subject to the Insurance Code of the State of Washington;

22 2. BSA is not a service contract provider as defined by RCW 48.110.020(19)  
23 because it does not sell or solicit the sales of service contracts in Washington State;

24 3. BMS is not a service contract provider as defined by RCW 48.110.020(19)  
25 because it does not sell or solicit the sales of service contracts in Washington State;





**EXHIBIT A**

MIKE KREIDLER  
STATE INSURANCE COMMISSIONER

STATE OF WASHINGTON

Phone: (360) 725-7000  
www.insurance.wa.gov



OFFICE OF  
INSURANCE COMMISSIONER

RECEIVED

MAY 16 2014

Ryan Swanson Cleveland

In the Matter of

BENEFIT MARKETING SOLUTIONS and  
BENEFIT SERVICES ASSOCIATION,

Unregistered and Unauthorized Entities.

)  
) No. 14-0081

) AMENDED ORDER TO CEASE  
) AND DESIST

Pursuant to RCW 48.02.080, RCW 48.15.020 and RCW 48.110.030, the Insurance Commissioner orders the entities and the individuals named above and their officers, directors, trustees, agents, employees, subsidiaries, and affiliates ("Respondents") to immediately cease and desist from:

- A. Engaging in or transacting the unauthorized business of insurance in the State of Washington, including the advertising and/or solicitation of insurance and insurance-related products, including, but not limited to, service contracts; and from
- B. Seeking or soliciting insurance business in the State of Washington and participating, directly or indirectly, in any act of an insurance producer or insurance company in seeking or soliciting insurance business, including service contracts, in the State of Washington.

**THIS ORDER IS BASED ON THE FOLLOWING:**

1. Respondents have acted as service contract providers, under various names, in Washington. Service contract providers who register under RCW 48.110 are not required to have a Certificate of Authority from the Commissioner. Without such registration, issuers of service contracts are subject to all of the general provisions of the Insurance Code, Chapter 48 RCW. A contract sold to a Washington resident by an unregistered entity therefore constitutes the act of undertaking to indemnify the consumer or pay a specified amount upon determinable contingencies and thus constitutes "insurance" as defined in RCW 48.01.040.

2. None of the Respondents are licensed to solicit insurance in Washington. Respondents have not applied for or been granted a registration as a service contract provider, a Certificate of Authority to act as an insurer or an insurance producer license in Washington. Respondents have not submitted to OIC any appropriate certificate, license, or other document issued by another agency of this state, any subdivision thereof, or the federal government, permitting or qualifying

Mailing Address: P. O. Box 40255 • Olympia, WA 98504-0255  
Street Address: 5000 Capitol Blvd. • Tumwater, WA 98501

**EXHIBIT "A"**

Respondents to provide such coverage in this state. Respondents have not transacted this insurance through a licensed surplus lines broker in this state.

3. Respondents acted as service contract providers in Washington in violation of RCW 48.110.030, have transacted insurance in Washington in violation of RCW 48.15.020, and acted as an insurance producer by soliciting Washington residents for insurance without being licensed as an insurance producer in violation of RCW 48.17.060.

Respondents are further ordered to furnish the Office of the Insurance Commissioner, within forty-five (45) days of receipt of this Order, with a complete listing, to include full contact information and amounts of monies collected from such consumers, of all Washington residents and Washington risks who have purchased any service contract, or other insurance-related product, directly or through the Internet, sales center, or retail outlet, from Respondents.

Respondents are also further ordered to notify all Washington residents who have purchased any service contract or other insurance-related product from Respondents of the complete content of this Order within forty-five (45) days of receipt of the Order.

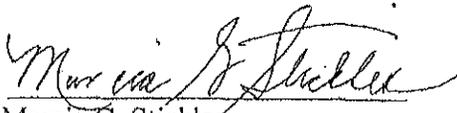
Pursuant to RCW 48.15.020(2)(b), each unauthorized insurer and each individual who made a contract of insurance in this state, directly or indirectly, including service contracts, shall remain individually liable for the performance of the contract and for the full amount of any loss sustained by an insured under such contract.

Any violation of the terms of this Order by Respondents, their officers, directors, employees, agents, or affiliates, will render the violator(s) subject to the full penalties authorized by RCW 48.02.080, 48.17.530, 48.15.020 and other applicable Code sections.

Respondents have the right to demand a hearing pursuant to chapters 48.04 and 34.05 RCW. This Order shall remain in effect subject to the further order of the Commissioner.

THIS ORDER IS EFFECTIVE IMMEDIATELY AND IS ENTERED at Tumwater, Washington, this 15<sup>th</sup> day of May, 2014.

**MIKE KREIDLER**  
Insurance Commissioner

By:   
Marcia G. Stickler  
Staff Attorney  
Legal Affairs Division

CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the date given below I caused to be served the foregoing ORDER TO CEASE AND DESIST on the following individual via U.S. mail:

Gulliver A. Swenson, Esq.  
Ryan, Swanson & Cleveland, PLLC  
1201 Third Avenue, Suite 3400  
Seattle, Washington 98101-3034

SIGNED this 15<sup>th</sup> day of May, 2014, at Tumwater, Washington.



\_\_\_\_\_  
Renee Moines

**EXHIBIT B**

## Swenson, Gulliver A.

---

**From:** Stickler, Marcia (OIC) <MarciaS@OIC.WA.GOV>  
**Sent:** Monday, May 12, 2014 9:42 AM  
**To:** Kindinger, Jerry  
**Cc:** Swenson, Gulliver A.  
**Subject:** RE: Benefit Marketing Solutions, LLC et al and Rent-A-Center, Inc. et al---today's meeting discussions

Thank, Jerry. That summarizes it nicely.

---

**From:** Kindinger, Jerry [<mailto:Kindinger@ryanlaw.com>]  
**Sent:** Monday, May 12, 2014 8:45 AM  
**To:** Stickler, Marcia (OIC)  
**Cc:** Swenson, Gulliver A.  
**Subject:** Benefit Marketing Solutions, LLC et al and Rent-A-Center, Inc. et al---today's meeting discussions

Marcia,

Thank you for your time Friday afternoon in meeting with Gulliver Swenson and me to constructively explore the best course for resolving the above matter. We confirmed that a genuine disagreement exists regarding our clients' and whether their products constitute service contracts subject to RCW 48.110. Because of that disagreement you advised that informal discussions suggested by our clients to identify and address the Department's concerns were unlikely to lead to resolution. Accordingly, we discussed how to most efficiently and economically resolve the legal disagreement.

Our understanding of our discussions and the agreements reached are as follows:

1. The OIC will be superseding the present Cease and Desist Order, dated May 1, 2014 (no. 14-0081) with an Amended Cease and Desist Order this week which will delete all individual persons and extend and modify timetables for providing information from 30 to 45 days and the notification provisions from 10 to 45 days from the date of receipt of the Amended Cease and Desist Order.
2. Assuming further formal efforts to resolve the parties' differences is unavailable, we have indicated our desire to address and resolve the disagreement by way of a declaratory judgment action filed in Thurston County Superior Court. Before filing this action, we would first request the Commissioner to stay the Amended Cease and Desist Order pending judicial determination of the parties disagreement. The Declaratory Judgment action would be filed shortly following the Commissioner's response to this request and within thirty days of the date of the amended Order.
3. Both the Department and we agree that the singular dispositive question in the Benefit Marketing Solutions et al (N0.14-0081) matter and the related matter involving Rent-a Center, Inc et al (No 14-0082) determination of the whether a service contract is involved. We agreed to jointly request a stay in the Rent-a-Center matter pending judicial determination of the issue in the above declaratory judgment action. To that end Gulliver will advise Cairns and suggest that a joint motion for an order staying this hearing pending the judicial decision which will be filed shortly and should obviate the need for a prehearing conference.

Please advise whether we have accurately understood our discussions and agreements. Best regards.

Jerry

**Jerry Kindinger**

*Member*

Ryan, Swanson & Cleveland, PLLC

1201 Third Avenue, Suite 3400 | Seattle WA 98101-3034

Direct 206.654.2216 | Direct Fax 206.652.2916

[kindinger@ryanlaw.com](mailto:kindinger@ryanlaw.com) | [www.ryanswansonlaw.com](http://www.ryanswansonlaw.com)

[Biography](#) | [vCard](#)



Ryan, Swanson & Cleveland, PLLC

IRS CIRCULAR 230 DISCLOSURE: To ensure compliance with new requirements of the Internal Revenue Service, we inform you that, to the extent any advice relating to a Federal tax issue is contained in this communication, including in any attachments, it was not written or intended to be used, and cannot be used, for the purpose of (a) avoiding any tax related penalties that may be imposed on you or any other person under the Internal Revenue Code, or (b) promoting, marketing or recommending to another person any transaction or matter addressed in this communication.

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## Swenson, Gulliver A.

---

**From:** Swenson, Gulliver A.  
**Sent:** Sunday, May 11, 2014 11:19 AM  
**To:** 'Cairns, Kelly (OIC)'  
**Cc:** Kindinger, Jerry; 'Stickler, Marcia (OIC)'  
**Subject:** RE: Rent-A-Center, Benefit Marketing Solutions; OIC No. 14-0082

Kelly:

Thanks for your email. Initially, I am out of the office through Wednesday of next week. Also, Jerry Kindinger and I met with Marcia Stickler from the Office of the Insurance Commissioner and agreed that we would submit a joint motion to you requesting a stay of the proceedings in matter 14-0082 until Benefit Marketing Solutions files and the Thurston County Superior Court adjudicates a request for declaratory relief. I would expect the joint motion to be filed near the end of this week or early next week.

### Gulliver A. Swenson

*Member*

Ryan, Swanson & Cleveland, PLLC  
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Direct 206.654.2204 | Direct Fax 206.652.2904  
[swenson@ryanlaw.com](mailto:swenson@ryanlaw.com) | [www.ryanswansonlaw.com](http://www.ryanswansonlaw.com)  
[Biography](#) | [LinkedIn](#) | [vCard](#)



---

**From:** Cairns, Kelly (OIC) [<mailto:KellyC@oic.wa.gov>]  
**Sent:** Thursday, May 08, 2014 12:28 PM  
**To:** Swenson, Gulliver A.  
**Subject:** Rent-A-Center, Benefit Marketing Solutions; OIC No. 14-0082

Mr. Swenson,

I am working on scheduling a prehearing conference (telephonic) for the Rent-A-Center/Benefit Marketing Solutions matter wherein the OIC has requested a hearing for imposition of fines. Could you please let me know your availability for next week Tuesday (5/13) and Wednesday (5/14) morning? I am in the process of trying to reach a representative of Rent-a-Center, and would like to find a time that is mutually convenient for all of the parties.

Thank you,

### Kelly A. Cairns

Hearings Unit  
Washington State Office of the Insurance Commissioner

360.725.7002 | [KellyC@oic.wa.gov](mailto:KellyC@oic.wa.gov)

[www.insurance.wa.gov](http://www.insurance.wa.gov) | [twitter.com/WA\\_OIC](https://twitter.com/WA_OIC) | [wainsurance.blogspot.com](http://wainsurance.blogspot.com)