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**STATE OF WASHINGTON  
OFFICE OF THE INSURANCE COMMISSIONER**

*In the Matter of*

**ARMED CITIZENS’ LEGAL DEFENSE  
NETWORK, INC.,**

Respondent.

Order No. 20-0257

**DEMAND FOR HEARING PRESIDED  
OVER BY ADMINISTRATIVE LAW  
JUDGE, RCW 48.04.010(1)(b) AND (5)**

COMES NOW Respondent Armed Citizens’ Legal Defense Network, Inc. (hereinafter “ACLDN”), by the through its counsel, Spencer Freeman, Freeman Law Firm, Inc., pursuant to RCW 48.04.010, WAC 284-02-070, and WAC 10-08-110, hereby Demands a Hearing specific to Office of Insurance Commissioner Order No. 20-0257 (“The Order”), dated March 26, 2020. At hearing, ACLDN requests that The Order be overturned, and any obligation to cease and desist as stated in The Order be rescinded.

Pursuant to RCW 48.04.010(5), ACLDN requests that the Hearing be presided over by an administrative law judge under chapter 34.12 RCW. Per statute, this request shall not be denied.

ACLDN is aggrieved by The Order in that it effectively prevents or significantly reduces ACLDN selling membership to ACLDN in Washington.

ACLDN is aggrieved by The Order as the basis for The Order is without merit,  
**DEMAND FOR HEARING PRESIDED OVER BY  
ADMINISTRATIVE LAW JUDGE, RCW  
48.04.010(1)(b) and (5) - 1**

**FREEMAN LAW FIRM, INC.**  
1107 ½ Tacoma Avenue South  
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1 unsupported, and in contradiction to the law.

2 OIC wrongfully determined ACLDN violated RCW 48.05.030. RCW 48.05.030  
3 required a certificate of authority issued by OIC before any person can act as an insurer and  
4 transact insurance. Based upon the factual findings of OIC ACLDN did not violate this statute  
5 and, in fact, ACLDN did not violate this statute. OIC has improperly and wrongfully  
6 determined that ACLDN has transacted in insurance. In fact, as ACLDN membership benefits  
7 do not proscribe a specified amount and benefits are not determined upon “contingencies,” the  
8 ACLDN member benefits cannot be found to be “insurance.” Moreover, since the ACLDN  
9 membership benefits do not provide a *right* to ACLDN funds there is no *obligation* by ACLDN.  
10 Accordingly, the benefit cannot be found to be “insurance.”  
11

12 OIC wrongfully determined ACLDN violated RCW 48.15.020. RCW 48.15.020  
13 prevents an insurer not authorized by OIC to solicit or transact insurance business in  
14 Washington. Based upon the factual findings of OIC ACLDN did not violate this statute and, in  
15 fact, ACLDN did not violated this statute. OIC has improperly and wrongfully determined that  
16 ACLDN has transacted in insurance. In fact, as ACLDN membership benefits do not proscribe  
17 a specified amount and benefits are not determined upon “contingencies,” the ACLDN member  
18 benefits cannot be found to be “insurance.” Moreover, since the ACLDN membership benefits  
19 do not provide a *right* to ACLDN funds there is no *obligation* by ACLDN. Accordingly, the  
20 benefit cannot be found to be “insurance.”  
21

22  
23 ACLDN disputes Basis No. 2 of The Order in that it implies ACLDN is in the business  
24 of insurance, transacts in insurance, or otherwise is required to be an authorized insurer in the  
25 State of Washington. In fact, ACLDN does not transact in insurance and is not involved in  
26 insurance in any manner.

**DEMAND FOR HEARING PRESIDED OVER BY  
ADMINISTRATIVE LAW JUDGE, RCW  
48.04.010(1)(b) and (5) - 2**

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1           ACLDN disputes Basis No. 5 of The Order in that it implies ACLDN failed to adhere to  
2 a legal duty to provide OIC with documentation prior to service of a subpoena (the legal  
3 efficacy of which is also challenged). In fact, ACLDN complied with all legal duties at all  
4 times.

5           ACLDN disputes Basis No. 7 of The Order to the extent that it determines providing  
6 funds for legal services is the core mission of ACLDN. In fact, ACLDN assists members in  
7 providing access to a network of experts and education and assist in fighting unmeritorious  
8 prosecution of valid use of force. The access to funds is provided to members *on a purely*  
9 *discretionary basis* and ACLDN does not have a contractual right to such funds. Assistance is  
10 provided through education and access to attorneys and experts with experience and knowledge  
11 in use of force cases.

12           ACLDN disputes Basis No. 9 of The Order to the extent that it implies all Armed  
13 Citizens' Legal Defense Funds are obtained from a percentage of membership dues. Such is not  
14 true, the Fund also including monies from corporate sponsored auctions, ACLDN donations  
15 beyond member dues, and member donations beyond member dues.

16           ACLDN disputes Basis No. 13 of The Order to the extent that it implies a member has a  
17 contractual right to Armed Citizens' Legal Defense Funds. They do not, and ACLDN has no  
18 contractual obligation to provide access to such funds.

19           ACLDN disputes Basis No. 14 of The Order to the extent that it implies a member has a  
20 contractual right to Armed Citizens' Legal Defense Funds. They do not, and ACLDN has no  
21 contractual obligation to provide access to such funds.

22           ACLDN disputes Basis No. 15 of The Order to the extent that it implies a member has a  
23 contractual right to Armed Citizens' Legal Defense Funds. They do not, and ACLDN has no  
24 contractual obligation to provide access to such funds.

25           ACLDN disputes Basis No. 15 of The Order to the extent that it implies a member has a  
26 contractual right to Armed Citizens' Legal Defense Funds. They do not, and ACLDN has no

**DEMAND FOR HEARING PRESIDED OVER BY  
ADMINISTRATIVE LAW JUDGE, RCW  
48.04.010(1)(b) and (5) - 3**

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1 contractual obligation to provide access to such funds.

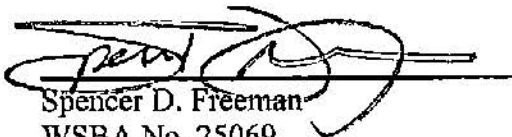
2 ACLDN disputes Basis No. 16 of The Order in that it implies that ACLDN members  
3 purchase "coverage" for certain acts. In fact, membership does not purchase "coverage" for any  
4 acts as ACLDN does not have a contractual obligation to provide any member access to funds.

5 ACLDN disputes Basis Nos. 17-21 of The Order to the extent that there is any  
6 implication ACLDN has a contractual duty to pay funds, members have a contractual right to  
7 funds, and/or that ACLDN transacts in insurance or solicits insurance transactions. Such is not  
8 the case.

9  
10 ACLDN disputes Basis No. 22 of The Order in totality. ACLDN does not transact in  
11 insurance nor does it solicit transactions in insurance.

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13  
14 Dated this 31<sup>st</sup> day of March 2020.

15  
16 **FREEMAN LAW FIRM, INC.**

17  
18 

19 Spencer D. Freeman

20 WSBA No. 25069

21 **FREEMAN LAW FIRM, INC.**

22 Armed Citizens' Legal Defense Network, Inc.