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HEARINGS UNIT  
OFFICE OF  
INSURANCE COMMISSIONER

STATE OF WASHINGTON  
OFFICE OF THE INSURANCE COMMISSIONER

In the Matter of:

Michael R. Marinelli and Insurance  
Appraisal Services,

Appellants.

Agency No. 16-0155

INSURANCE COMMISSIONER'S  
OPPOSITION TO MARINELLI'S  
MOTION FOR SUMMARY JUDGMENT  
OF DISMISSAL

I. INTRODUCTION

There is a line, recognized by the Commissioner, between the work that an appraiser may do without an adjuster's license, and the work that only licensed adjusters may do. Mr. Marinelli stepped over that line. The Insurance Code, Title 48 RCW, clearly defines the types of activities that may only be performed by a licensed adjuster. There is no reasonable question of fact that Mr. Marinelli was hired to investigate a claim on behalf of an insurance carrier, and to attempt to negotiate the scope and cost of repairs with the representative of a third party claimant. Despite Mr. Marinelli's attempts to characterize his conduct as only appraisal services, he offers no support for the argument that calling himself an appraiser insulates him from the licensing requirements found in Chapter 48.17 RCW. Because Mr. Marinelli's conduct falls squarely within the definition of adjuster, and Mr. Marinelli had no license to conduct this activity, the Insurance Commissioner properly issued the cease and desist order against him. Further, the fine of \$5000 proposed against Mr. Marinelli is appropriate. For these reasons, Mr. Marinelli's Motion for Summary Judgment of Dismissal should be rejected.

1  
2 **II. FACTS**

3 **A. Insurance Adjusters In Washington State**

4 The facts relevant to this matter have been largely laid out in the Insurance  
5 Commissioner's Motion for Summary Judgment, and the supporting declarations of Jeff  
6 Baughman (Baughman Dec.) and Bobby Frye (Frye Dec.). For the purpose of responding to  
7 Mr. Marinelli's Motion for Summary Judgment of Dismissal, the Commissioner reiterates the  
8 following relevant facts:

9 An insurance adjuster is defined by statute as:

10 any person who, for compensation as an independent contractor or as an  
11 employee of an independent contractor, or for fee or commission,  
12 investigates or reports to the adjuster's principal relative to claims arising  
13 under insurance contracts, on behalf solely of either the insurer or the  
14 insured.

15 RCW 48.17.010(1). A public adjuster investigates and reports on claims for an insured.  
16 RCW 48.17.010(1)(b). An independent adjuster investigates and reports on claims for an  
17 insurer. RCW 48.17.010(1)(a). Adjusters have the presumed authority to investigate and report  
18 to the adjuster's principal about claims. RCW 48.17.010(1). While a person or entity can be  
19 licensed as both an independent and a public adjuster, they may only act on behalf of one party  
20 concerning a particular claim. RCW 48.17.410.

21 As explained by Mr. Baughman, the key factor in determining whether certain activities  
22 must be performed by an adjuster is whether the investigating and reporting activities are related  
23 to a claim. Baughman Dec. at 2. The relationship to a claim distinguishes simple appraisals,  
24 which are done in a variety of contexts, and insurance adjusting, which is a component of  
25 determining how much a carrier will pay for a claim. *Id.* Although adjusters often have  
26 authority to settle claims, or determine the total amount a carrier will pay on a claim, this is not  
required under the definition of "adjuster" found in RCW 48.17.010(1). Baughman Dec. at 2.  
For example, activities such as determining what a vehicle is currently is worth, determining  
which damages are reasonably attributable to an occurrence, determining what caused the

1 damages that are the subject of a claim, and determining whether certain expenses and costs  
2 included in a third party bill are reasonable, are all activities that, when included in an  
3 investigation or a report to an insurer concerning a particular claim, fall under the statutory  
4 definition of adjuster. Baughman Dec. at 2. The fact that these activities do not in and of  
5 themselves fully determine the amount a carrier will pay on a claim does not exempt them from  
6 the scope of activities that require an adjuster's license.

7         Simply calling oneself an "appraiser" does not exempt a person from the licensing  
8 requirements of an adjuster, if in fact their conduct falls within the definition of an adjuster.  
9 Declaration of Jeff Baughman In Support of the Insurance Commissioner's Opposition to  
10 Marinelli's Motion for Summary Judgment of Dismissal (Baughman Opp. Dec.) at 2. However,  
11 the Commissioner does recognize that in specific circumstances, an appraiser need not be a  
12 licensed adjuster. For example, when an appraiser is working under the direct supervision of an  
13 appropriately licensed adjuster, a license is not necessary. Baughman Dec. at 3.

14         Further, after a carrier has fully adjusted a claim, and made an offer of settlement, which  
15 is rejected by the first party insured, either party may generally evoke the appraisal clause of an  
16 insurance contract, assuming such a clause exists in the contract between the carrier and the  
17 insured. Baughman Opp. Dec. at 2. When working in the context of an appraisal clause of an  
18 insurance contract, an appraiser need not also be a licensed adjuster. *Id.* However, to invoke an  
19 appraisal clause, a claim must first be fully adjusted. If a carrier is still in the process of  
20 determining what a claim is worth, and has not yet made an offer to the insured, a claim is not  
21 ripe for the appraisal process. In addition, because the right of appraisal is a contractual right, it  
22 cannot be asserted against third parties. *Id.* Therefore, in the context of a third party claim, there  
23 is no appraisal clause that can be asserted, and no appraisal context that is exempt from the  
24 requirements that an individual investigating or reporting on a claim need not be a licensed  
25 adjuster. *Id.*

1 **B. Mr. Marinelli's Work On The Handwerk Claim**

2 The Commissioner does not dispute that Mr. Marinelli calls himself an appraiser. It is  
3 also possible that some, even much, of Mr. Marinelli's work may well fall under the definition  
4 of "appraisal" found in RCW 18.140.010, a statute which the Commissioner does not regulate.  
5 However, in the instant case, it is also irrefutable that Mr. Marinelli crossed the line with respect  
6 to Mr. Scott Handwerk's claim against the Government Employee Insurance Company  
7 (GEICO).

8 Mr. Scott Handwerk filed a claim against someone who was insured by the Government  
9 Employee Insurance Company (GEICO). Frye Dec. at 1. Mr. Marinelli and his company,  
10 Insurance Appraisal Services (IAS) directly contacted Mr. Handwerk on behalf of GEICO for  
11 the purposes of coming to an "agreed cost of repairs" concerning Mr. Handwerk's damaged  
12 auto. *Id.*, Exhibit A at 3. Mr. Darrell "Mike" Harber, a licensed public adjuster hired by Mr.  
13 Handwerk to represent him in his claim against GEICO, alleged that Mr. Marinelli's conduct  
14 and representations constituted acting as an adjuster without a license to do so. Frye Dec. 1.  
15 Repeatedly, Mr. Marinelli has stated that his assignment from GEICO regarding Mr.  
16 Handwerk's claim was to "assess possible post repair defects and attempt to get agreement on  
17 the scope of those damages and subsequent repairs." *Id.*, Exhibit B at 4. Similarly, GEICO  
18 employee Mr. Craig Caswell described Mr. Marinelli's assignment as to "1) confirm if there  
19 were indeed any defects and 2) if defects were found, prepare a damage estimate and attempt to  
20 get an agreement with Mr. Harber on the scope of necessary repairs." *Id.*, Exhibit B at 5. See  
21 also Frye Dec., Exhibit C at 83. Mr. Marinelli's assignment of investigating a pending claim,  
22 and negotiating a portion of the claim (namely the scope and cost of repairs) with the claimant  
23 and his representative, was found to fall under the definition of adjuster, requiring an adjuster's  
24 license. Baughman Dec. at 3-4.

25 On June 17, 2016, when it appeared Mr. Marinelli would not be obtaining an adjuster's  
26 license, the Commissioner issued an order directing Mr. Marinelli and IAS to cease and desist

1 activities that requires a license as an adjuster, and indicating their intent to fine him and his  
2 business \$5000 for their violation of the Insurance Code. Mr. Marinelli demanded a hearing on  
3 September 12, 2016.

### 4 III. ARGUMENT

5 Although Mr. Marinelli repeatedly claims he acts "only" as an appraiser, his own  
6 admissions and documents belie this self-serving claim. In the case of Mr. Handwerk's claim  
7 against GEICO, Mr. Marinelli's conduct clearly falls under the definition of an adjuster found in  
8 RCW 48.17.010(1), which under RCW 48.17.060(2), requires a license. Because Mr.  
9 Marinelli's conduct concerning Mr. Handwerk's claim plainly crossed the line into adjusting,  
10 without a license to do so, the Commissioner's Order to Cease and Desist and Notice of Intent  
11 to Impose a Fine (C&D) was a proper exercise of the Commissioner's discretion, and is entitled  
12 to deference. For these reasons, Mr. Marinelli's motion for dismissal should be rejected.

#### 13 A. Mr. Marinelli's Conduct In Mr. Handwerk's Claim Falls Squarely Under The 14 Definition Of An Adjuster, Requiring A License.

15 There is no reasonable dispute that Mr. Marinelli's conduct related Mr. Handwerk's  
16 claim falls under the statutory definition of an "adjuster." RCW 48.17.010(1) provides that an  
17 "adjuster" is:

18 any person who, for compensation as an independent contractor or  
19 as an employee of an independent contractor, or for fee or  
20 commission, investigates or reports to the adjuster's principal  
21 relative to claims arising under insurance contracts, on behalf  
22 solely of either the insurer or the insured. . . .

23 (a) "Independent adjuster" means an adjuster representing  
24 the interests of the insurer.

25 (b) "Public adjuster" means an adjuster employed by and  
26 representing solely the financial interests of the insured  
named in the policy. . . .

27 In this case, there is no dispute that Mr. Marinelli received a fee from GEICO for the  
28 work he attempted to perform concerning Mr. Handwerk's claim. Frye Dec., Exhibit C at 3.  
29 There is also no question that Mr. Marinelli was contacted "for the purpose of reaching an  
30 agreed cost of repairs for a vehicle which GEICO was unable come to an agreed price on with

1 repair shop Haury's Lake City Collision." Frye Dec., Exhibit C at 1. Mr. Marinelli was  
2 specifically asked to "inspect a 2012 Nissan Versa and provide [GEICO] with an estimate to  
3 repair with a goal of reaching an agreed price with Mr. Harber and Haury's Lake City  
4 Collision." *Id.* In this instance, there is no material dispute that the purpose of Mr. Marinelli  
5 and IAS's assignment from GEICO was to investigate a claim on behalf of GEICO, and to  
6 report back to GEICO on the results of that investigation, and that Mr. Marinelli diligently  
7 sought to carry out that contractual obligation, despite difficulties and tensions with the vendor  
8 chosen by Mr. Handwerk.

9 The statutory definition of an "adjuster" in no way requires that an adjuster also one  
10 "negotiate, compromise, offer, or settle claims" as Mr. Marinelli appears to believe is necessary  
11 (see Motion for Summary Judgment of Dismissal at 10-13). *See also United Truck Lines v.*  
12 *Employers Mut. Cas. Co.*, 44 Wn.2d 520, 522-23, 268 P.2d 1014 (1954). However, in this case,  
13 Mr. Marinelli's assignment was even broader than the scope of authority automatically imputed  
14 to adjusters. Beyond reporting and investigating, Mr. Marinelli was also tasked with attempting  
15 to negotiate an agreement with Mr. Handwerk on a key portion of his claim: the scope and cost  
16 of repairs. Without any authority, Mr. Marinelli attempts to distinguish negotiating with Mr.  
17 Harber, Mr. Handwerk's adjuster, from negotiating directly with Mr. Handwerk. But in reality,  
18 Mr. Marinelli's initial contact on behalf of GEICO was with Mr. Handwerk directly. Frye Dec.,  
19 Exhibit A at 3-4. Further, the fact that Mr. Marinelli's continued attempts to negotiate the scope  
20 and cost of repairs occurred with Mr. Harber, Mr. Handwerk's representative, in no way alter  
21 the fact that Mr. Marinelli was attempting to negotiate a component of an open claim on behalf  
22 of GEICO. Even under Mr. Marinelli's additional requirements for adjusters, his conduct falls  
23 within the conduct of an adjuster.

24 None of the declarations, statutes, or cases cited by Mr. Marinelli exempt his conduct in  
25 Mr. Handwerk's claim from the definition of an adjuster. Neither the Declaration of Mr.  
26 Stephanie Bennett, or the declaration of Mr. Marinelli, provide enough information to

1 demonstrate that in every instance where an insurance policy is involved, every person who  
2 holds themselves out to be an appraiser, including Mr. Marinelli, becomes involved only with  
3 the supervision of a licensed adjuster, or only after an appraisal clause has been invoked. Ms.  
4 Bennett relies on her experience as a licensed adjuster in a different state to indicate that,  
5 appropriately, when she worked as an insurance adjuster, she hired and supervised appraisers in  
6 some of the claims she adjusted. She also indicates that it is her "belief and opinion" that Mr.  
7 Marinelli only acts as an appraiser. Unfortunately, Mr. Bennett's declaration does not even  
8 address the statutory definition of an adjuster in Washington State. Rather, it appears to rely on  
9 Mr. Marinelli's mistaken assumption that one acts only as an adjuster when one is actually  
10 negotiating and settling claims. Declaration of Stephanie Bennett (Bennett Dec.) at 2.

11 In addition to failing to address the actual definition in this state for an adjuster, Mr.  
12 Bennett's declaration does not in any way address the portion of Mr. Marinelli's assignment on  
13 Mr. Handwerk's claim that included authority to seek an agreement between Mr. Handwerk, or  
14 his representative, Mr. Harber, concerning the scope and cost of repairs. It may be that for her  
15 own company, the appraisers Ms. Bennett employs are not authorized to engage in any claim  
16 settlement activities (Bennett Dec. at 2), but that does not alter Mr. Marinelli's explicit authority  
17 to negotiate a portion of Mr. Handwerk's claim on behalf of GEICO.

18 Like Ms. Bennett's declaration, the statute cited by Mr. Marinelli, RCW 18.140.010,  
19 creates no safe harbor for his conduct. First, RCW 18.140.010 defines an "appraisal" and an  
20 "appraisal assignment" in the context of real estate, not personal property like an automobile,  
21 which was the subject of Mr. Handwerk's claim. Second, nothing in RCW 18.140.010, or any  
22 other statute cited by Mr. Marinelli, exempts individuals who obtain any sort of license under  
23 RCW 18.140 from the requirements to also be properly licensed under the Insurance Code, Title  
24 48 RCW, when their conduct falls under the definition of an adjuster found in RCW  
25 48.17.010(1).

26 Further, the cases cited by Mr. Marinelli do not stand for the proposition that appraisers

1 | can never be legally required to also be licensed as adjusters when they are involved in a claim  
2 | that has not been fully adjusted. Rather, they reiterate the unremarkable position that an adjuster  
3 | may hire an appraiser. In the context of the *Lloyd* case and the *Gouin* case, the facts involved a  
4 | first party insured and an insurance carrier invoking an appraisal clause. *See Lloyd v. Allstate*  
5 | *Ins. Co.*, 167 Wn.App. 490, 494, 275 P.3d 323 (2012), *Gouin v. Northwestern Nat. Ins. Co. of*  
6 | *Milwaukee, Wis.*, 145 Wash. 199, 201, 259 P. 387 (1927). Because Mr. Handwerk was not a  
7 | GEICO insured, but was instead a third party claimant, it is not possible for either GEICO or  
8 | Mr. Handwerk to have invoked an appraisal clause, as they had no contract with one another.  
9 | Even in the context of an appraisal clause, in the *Lloyd* and *Gouin* cases, the appraiser still  
10 | worked under the supervision of the adjuster.

11 |       In *Buchanan*, where the claim was not yet fully adjusted, the court distinctly noted that it  
12 | was the insurance carrier's adjuster who hired the appraiser. *Buchanan v. Switzerland General*  
13 | *Ins. Co.*, 76 Wn.2d 100, 103, 455 P.2d 344 (1969). Had Mr. Marinelli been working under the  
14 | supervision of a licensed adjuster, the Commissioner would not have issued the C&D against  
15 | him. *See Declaration of Brandon Lee (Lee Dec.)* at 2. Had Mr. Marinelli been working on  
16 | behalf of GEICO after an appraisal clause had been invoked, the Commissioner would not have  
17 | issued the C&D against him. Neither of those factual scenarios are true here. Nowhere in the  
18 | cases cited by Mr. Marinelli, do the courts state that the terms "appraiser" and "adjuster" are  
19 | mutually exclusive. Nowhere in in the cases cited by Mr. Marinelli, do the courts state that a  
20 | person who claims to be an appraiser need not satisfy the licensing requirements in RCW  
21 | 48.17.060.

22 |       Because his conduct on behalf of GEICO concerning Mr. Handwerk's claim falls under  
23 | the definition of an "adjuster", Mr. Marinelli was required to have an adjuster's license in order  
24 | to perform the work he did on Mr. Handwerk's claim. RCW 48.17.060(2) provides that a  
25 | person may not "act as or hold himself or herself out to be an adjuster in this state unless  
26 | licensed by the commissioner or otherwise authorized to act as an adjuster under this chapter."



1 There is no question that at no time was Mr. Marinelli licensed to act as an adjuster. Therefore  
2 the Commissioner appropriately found that Mr. Marinelli was in violation of RCW 48.17.010(1)  
3 and RCW 48.17.060(2).

4 **B. The Commissioner's Order Was A Permissible And Appropriate Exercise Of His  
5 Discretion.**

6 Because Mr. Marinelli's conduct was a violation of RCW 48.17.010(1) and  
7 RCW 48.17.060(2), the Commissioner's C&D, ordering Mr. Marinelli to cease and desist his  
8 conduct and providing notice that he is seeking to impose a fine, was a permissible, and proper  
9 exercise of the Commissioner's discretion.

10 RCW 48.17.063 provides that:

11 If the commissioner has cause to believe that any person has violated the  
12 provisions of RCW 48.17.060, the commissioner may:

13 (i) Issue and enforce a cease and desist order in accordance with the  
14 provisions of RCW 48.02.080;

(ii) Suspend or revoke a license; and/or

(iii) Assess a civil penalty of not more than twenty-five thousand dollars  
for each violation, after providing notice and an opportunity for a hearing  
in accordance with chapters 34.05 and 48.04 RCW.

15 RCW 48.17.063(4)(a). In reviewing a similar discretionary grant of authority to the  
16 Commissioner found in RCW 48.17.530, this tribunal has found that the legislature's use of the  
17 term 'may' gives the Commissioner considerable discretion concerning the penalty to impose  
18 when a violation is found. *See In the Matter of Robert R. Timmer*, WA OIC, Docket No. 14-  
19 0247, at 4. The Courts have similarly given deference to agency discretion in imposing  
20 penalties.

21 [E]ven if the penalty imposed was inconsistent with other penalties  
22 imposed, we would find no error. An agency "need not fashion identical  
23 remedies", and the courts may "not enter the allowable area of [agency]  
24 discretion." *Stahl v. UW*, 39 Wn. App. 50, 55-56, 691 P.2d 972 (1984)  
(quoting *In re Case E-368*, 65 Wn.2d 22, 29, 395 P.2d 503 (1964)).  
Because the statute authorizes a \$1,000 fine for each offense and  
because Shanlian violated more than one provision of the statute and  
regulations, the penalty imposed was within the agency's discretion.

25 *Shanlian v Faulk*, 68 Wn. App. 320, 328, 843 P.2d 535 (1992). *See also, Insurance Co. of North*  
26 *America v. Kueckelhan*, 70 Wn.2d 822, 836-37, 425 P.2d 669 (1967) ("Administrative agencies

1 have considerable latitude to shape their remedies within the scope of their statutory authority  
2 ....").

3 RCW 48.17.063 provides that when the Commissioner determines there may be a  
4 violation of RCW 48.17.060, the Commissioner "may" issue a cease and desist order and  
5 "may" assess a civil penalty of \$25,000 or less after notice and opportunity for a hearing.  
6 Therefore, the Commissioner's decision to issue Mr. Marinelli a C&D was wholly in keeping  
7 with this authority. Further, his notice of his intent to fine Mr. Marinelli \$5000 for his conduct  
8 is also squarely within his discretionary authority.

9 The only argument Mr. Marinelli offers as to why the Commissioner's action is  
10 allegedly arbitrary and capricious, is that the Commissioner came to a different conclusion  
11 concerning whether or not to bring charges against a wholly unrelated appraiser known as  
12 Young & Associates. However, neither the authority cited by Mr. Marinelli, nor the facts of the  
13 Young & Associates investigation support Mr. Marinelli's argument. First RCW 34.05.570  
14 applies to judicial review of agency orders, not the initial adjudication. By its plain terms,  
15 RCW 48.17.063(4)(a) allows the Commissioner to issue a C&D and notice of a fine if "the  
16 commissioner has cause to believe" that a violation has occurred. This authority to issue such an  
17 order is dependent on the opportunity for the accused to request and receive a hearing. Even if  
18 the Commissioner is proven factually wrong, his conduct would not be arbitrary and capricious  
19 simply because he issued a C&D and notice of intent to fine, when has reason to believe a  
20 violation has in fact occurred.

21 The *Friends of Columbia Gorge* case cited by Mr. Marinelli, also  
22 does not support a claim that the Commissioner has been arbitrary or capricious. *Friends of*  
23 *Columbia Gorge, Inc. v. Washington State Forest Practices Appeals Bd.*, 129 Wn.App. 35, 118  
24 P.3d 354 (2005). In that case, the court found that the Department of Natural Resources, as the  
25 entity with the duty to implement the Forest Practices Act, was entitled to deference in its  
26 interpretation of that act. *Id.* 129 Wn.App. at 48. In addition, the court noted that "Where there

1 is 'room for two opinions, action is not arbitrary or capricious when exercised honestly and  
2 upon due consideration." *Id.* at 57. The Court further found that the group challenging the  
3 department's decision had failed to prove that the department was arbitrary and capricious  
4 simply because some members of the staff disagreed with the final decision, or because the  
5 department allegedly asserted that future reviews would be reviewed on a case by case basis.  
6 The court rejected these claims as establishing a sufficient basis for a finding that the  
7 department was arbitrary and capricious. Here, Mr. Marinelli does not even claim that some  
8 of the Commissioner's staff disagreed with the decision to issue the C&D. Rather, he claims  
9 that his conduct is identical to that of Young & Associates, even though the Commissioner  
10 chose not to bring charges against that entity. Mr. Marinelli is incorrect. In the case of Young  
11 & Associate, the Commissioner's investigation determined that in fact the appraisal services  
12 offered by Young & Associates in connection with insurance claims were performed under the  
13 supervision of an appropriate adjuster. Lee Dec. at 2. Contrary to Mr. Marinelli's apparent  
14 belief, it was not Young & Associates self-designation as "appraisers" that led the  
15 Commissioner to find the allegations against them were unsubstantiated. Factually, Mr.  
16 Marinelli's conduct is wholly distinct from that of Young & Associates because he is not acting  
17 under the supervision of an appropriately licensed adjuster. In fact, contrary to his allegations, in  
18 the case of Mr. Handwerk's claim, Mr. Marinelli was not simply an objective appraiser. Rather,  
19 he was hired, in part, to investigate Mr. Handwerk's claim on behalf of GEICO. And he was  
20 authorized to help GEICO negotiate an agreement about a portion of that claim. Unlike the facts  
21 the Commissioner found in his investigation of Young & Associates, the Commissioner found  
22 that Mr. Marinelli's conduct fell squarely within the definition of an adjuster. Therefore, the  
23 Commissioner's decision to issue the C&D against Mr. Marinelli was not arbitrary or  
24 capricious, but instead a proper exercise of the Commissioner's discretionary authority in light  
25 of the facts that distinguish Mr. Marinelli's case from that of Young & Associates.

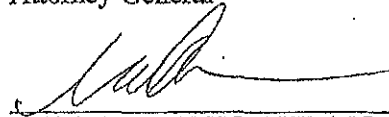
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IV. CONCLUSION

Mr. Marinelli's self-serving characterization of his conduct concerning Mr. Handwerk's claim does not exempt Mr. Marinelli from the definition of adjuster found in RCW 48.17.010. Mr. Marinelli offers no authority to support his apparent argument that in order to satisfy the definition of an adjuster in Washington, he must have authority to fully settle a claim. There is no reasonable dispute that he was hired by GEICO to investigate Mr. Handwerk's claim of damage to his vehicle, and to attempt to reach an agreement with Mr. Handwerk, or his representative, Mr. Harber, concerning the scope and cost of those repairs. The obligation to investigate a claim and report to his principle for a fee, in and of itself brings Mr. Marinelli under the scope of the definition of an adjuster found in RCW 48.17.010(1). His charge to seek an agreement on the "scope and cost of repairs," whether directly with Mr. Handwerk, or through his authorized public adjuster Mr. Harber, also brings Mr. Marinelli squarely within the claim negotiating framework he seems to believe is necessary to be considered an adjuster. For these reasons, the Commissioner's C&D Order was an appropriate exercise of his authority, and Mr. Marinelli's motion for dismissal should be rejected.

DATED this 23rd day of January 2017, at Olympia, Washington.

ROBERT W. FERGUSON  
Attorney General



MARTA DELEON, WSBA No. 35779  
Assistant Attorney General  
Attorney for the Office of the Insurance  
Commissioner

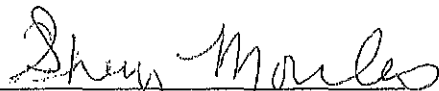
CERTIFICATE OF MAILING

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 filed and served the foregoing Insurance Commissioner's Opposition to Marinelli's Motion for Summary Judgment of Dismissal on the following individuals listed below in the manner shown:

OIC Hearings Unit William Pardee, Presiding Officer 5000 Capitol Blvd. SE Tumwater, WA 98501	Michael Marinelli and Insurance Appraisal Services c/o Brian Kreger, Attorney for Appellants 999 Third Ave., Suite 3000 Seattle, WA 98104-4088  bk@kregerbeeghly.com  <i>By email and by depositing in the U.S. mail via state Consolidated Mail Service with proper postage affixed.</i>
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Dated this 23<sup>rd</sup> day of January, 2017, at Olympia, Washington.

  
Sherry A. Morales  
Legal Assistant