IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KEVIN DeANGELIS and DANIELLE DeANGELIS, Plaintiffs, v. ENCOMPASS HOME AND AUTO INSURANCE COMPANY and VICTOR A. HOFFMAN, JR., Individually and t/a CATASTROPHE CLAIM WORKS Defendants.	Civil Action No.: 2:21-cv-02577-JP

DEFENDANT VICTOR A. HOFFMAN, JR.'S BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Respectfully submitted this 14th day of March, 2023,

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Defendant Victor A. Hoffman, Jr., by and through his counsel, Kaufman Dolowich & Voluck, LLP, hereby files this Brief in support of his Motion for Summary Judgment.

I. INTRODUCTION

This case stems from a disagreement between two opposing appraisers as to whether Plaintiffs' entire roof, or only a portion of the roof, should have been replaced following an April 2020 windstorm. The appraiser Plaintiffs designated pursuant to the appraisal provision in their insurance policy, Christopher Powers, believed that the entire roof should be replaced. The appraiser designated by Encompass, Defendant Victor A. Hoffman, believed that only part of the roof should be replaced. The insurance policy called for Mr. Powers and Mr. Hoffman to present their disagreement to an umpire. Mr. Hoffman was agreeable to doing so. Mr. Powers was not. Instead, Mr. Powers made unsupported accusations against Mr. Hoffman that he was "heavily guided" by Encompass throughout the appraisal process, seemingly to follow the appraisal procedures called for by the policy, and encouraged Plaintiffs to file suit rather than complete the appraisal.

Mr. Hoffman seeks summary judgment with regard to the only remaining claim against him, a tortious interference with contract claim, because: (1) Plaintiffs cannot establish that Mr. Hoffman induced or otherwise caused Encompass to deny coverage; (2) Mr. Hoffman did not act without privilege or justification; and (3) Mr. Hoffman should be immune from suit.

II. STATEMENT OF FACTS

Mr. Hoffman incorporates by reference his Concise Statement of Stipulated Undisputed Material Facts and Concise Statement of Additional Undisputed Material Facts, which are being filed contemporaneously with this Motion.

III. STATEMENT OF QUESTION INVOLVED

Should this Court grant summary judgment in favor of Mr. Hoffman on Plaintiffs' tortious interference with contract claim where (1) Mr. Hoffman did not induce or otherwise cause Encompass to deny coverage; (2) Mr. Hoffman did not act without privilege or justification; and (3) Mr. Hoffman should be immune from suit?

Suggested Answer: ***Yes.***

IV. ARGUMENT

A. Standard of Review

Federal Rule of Civil Procedure 56 mandates the entry of judgment against a party who fails to offer admissible evidence sufficient to establish the existence of every element essential to that party's case and on which that party bears the burden of proof. See Celotex Corp. v. Catrett, 477 U.S. 317, 322, 327 (1986) (noting also that summary judgment "is properly regarded not as a disfavored procedural shortcut, but rather as an integral part of the Federal Rules as a whole, which are designed 'to secure the just, speedy and inexpensive determination of every action.'") (citation omitted). Once a moving party demonstrates a lack of evidence to support the non-moving party's claims, the non-moving party is required to present competent evidence that shows a genuine issue for trial. Id. at 324. The mere existence of some alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment. Rather, a dispute must exist over a material fact. See Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48 (1986). A non-moving party with the burden of proof cannot avert summary judgment with speculation or by resting on the allegations in her pleadings, but rather must present competent evidence from which a jury could reasonably find in his favor. See id. Thus, Plaintiffs are required to put forward affirmative proof of their claim, which they fail to do here. Because there is no genuine issue of

material fact and for the reasons set forth below, summary judgment in favor of Mr. Hoffman is appropriate.

B. Plaintiffs Cannot Establish a Tortious Interference with Contract Claim against Mr. Hoffman Because Mr. Hoffman Did Not Induce or Otherwise Cause Encompass to Deny Coverage.

The tort of intentional interference with existing contractual relationships is governed by section 766 of the Restatement (Second) of Torts, which the Supreme Court of Pennsylvania adopted in Adler, Barish, Daniels, Levin & Creskoff v. Epstein, 482 Pa. 416, 393 A.2d 1175 (1978), appeal dismissed and cert. denied, 442 U.S. 907, 99 S.Ct. 2817, 61 L.Ed.2d 272 (1979). Section 766 provides as follows:

> One who intentionally and improperly interferes with the performance of a contract (except a contract to marry) between another and a third person by inducing or otherwise causing the third person not to perform the contract, is subject to liability to the other for the pecuniary loss resulting to the other from the failure of the third person to perform the contract.

Walnut St. Assocs., Inc. v. Brokerage Concepts, Inc., 2009 PA Super. 191, ¶ 8, 982 A.2d 94, 98 (2009), aff'd, 610 Pa. 371, 20 A.3d 468 (2011) (citing *Rest. 2d Torts* § 766 (1979); remaining citations omitted).

In order to establish an intentional interference with contract claim, a plaintiff must prove:

(1) the existence of a contractual, or prospective contractual relation between the complainant and a third party;

(2) purposeful action on the part of the defendant, specifically intended to harm the existing relation, or to prevent a prospective relation from occurring;

(3) the absence of privilege or justification on the part of the defendant; and

(4) the occasioning of actual legal damage as a result of the defendant's conduct.

Strickland v. Univ. of Scranton, 700 A.2d 979, 985 (Pa. Super. Ct. 1997) (citing Pelagatti v. Cohen, 370 Pa. Super. 422, 434, 536 A.2d 1337, 1343 (1987) (citations omitted); Small v. Juniata College,

452 Pa. Super. 410, 417, 682 A.2d 350, 354 (1996)). See also, Steven J. Inc. v. Landmark Amer. Ins. Co., Civil Action No. 1:14-CV-0474, 2014 WL 4672498, at *4 (M.D. Pa. Sept. 18, 2014) (citing The York Grp., Inc. v. Yorktowne Caskets, Inc., 924 A.2d 1234, 1245 (Pa. Super. Ct. 2007) (citations omitted)); Fishkin v. Susquehanna Partners, G.P., 563 F.Supp.2d 547, 586 (E.D. Pa. 2008), aff'd in part, 340 F. App'x 110 (3d Cir. 2009). Here, Plaintiffs cannot establish the second or third elements of their claim.

"Courts in Pennsylvania look first to the Restatement (Second) of Torts § 766 in assessing whether a defendant's conduct is the sort that is intended to harm an existing contractual relationship." Charbonneau v. Chartis Pro. Cas. Co., 680 F. App'x 94, 99 (3d Cir. 2017) (citation omitted) (concluding that the Court could not say that third party was "induced" by defendant not to comply with the terms of the lease-option agreement when the third party had an independent, fully formed desire to breach the agreement at issue beforehand). "Under this section, a defendant is liable for intentional interference with contract only when the defendant induces or otherwise causes a third party not to perform the contract." Charbonneau, 680 F. App'x at 99. The Restatement explains the following with regard to inducement:

> The word "inducing" refers to the situations in which A causes B to choose one course of conduct rather than another. Whether A causes the choice by persuasion or intimidation, B is free to choose the other course if he is willing to suffer the consequences. Inducement operates on the mind of the person induced.

Id. at 99.

Here, Encompass made the decision to deny coverage for the condition of the roof before Mr. Hoffman became involved in this Appraisal. On June 5, 2020, over two months ***before*** Plaintiffs demanded an appraisal and almost three months ***before*** Encompass designated Mr. Hoffman as its appraiser, Mr. Davis from Encompass sent correspondence to Plaintiffs, in which

he wrote that Encompass' "investigation indicates that the condition of your roof is the result of overdriven nails on your shingles due to improper workmanship. Unfortunately, this is not covered loss under your policy." (See Hoffman's Stmt. of Undisp. Facts at ¶¶ 9, 19). Mr. Hoffman could not have influenced that decision because the decision pre-dated Mr. Hoffman's involvement in the Appraisal. Plaintiffs cannot, therefore, establish that Mr. Hoffman took any action intended to harm any contract between Plaintiffs and Mr. Hoffman, and Plaintiff's tortious interference with contract claim against Mr. Hoffman should be dismissed.

C. Plaintiffs Cannot Establish a Tortious Interference with Contract Claim Against Mr. Hoffman Because Mr. Hoffman Did Not Act Without Privilege or Justification.

With regard to the privilege or justification element, "'what is or is not privileged conduct in a given situation is not susceptible of precise definition.'" Sandoz Inc. v. Lannett Co., Inc., 544 F.Supp.3d 505, 513-14 (E.D. Pa. 2021) (citation omitted). Pennsylvania courts look to Section 767 of the Restatement (Second) of Torts for factors to consider when determining whether a party acted with privilege or justification. See Sandoz, 544 F.Supp.3d at 513-14 (citation omitted). Those factors include:

(a) the nature of the actor's conduct,
(b) the actor's motive,
(c) the interests of the other with which the actor's client interferes,
(d) the interests sought to be advanced by the actor,
(e) the social interests in protecting the freedom of action of the actor and the contractual interests of the other,
(f) the proximity or remoteness of the actor's conduct to the interference, and
(g) the relations between the parties.

Sandoz, 544 F.Supp.3d at 514 (citing Windsor Sec., Inc. v. Hartford Life Ins. Co., 986 F.2d 655, 663 (3d Cir. 1993) (internal citations omitted)). "Although this evaluation of interests is not always susceptible of 'precise definition,' it is clear that the central inquiry is whether the defendant's

conduct is 'sanctioned by the rules of the game which society has adopted.'" Charbonneau, 680 F. App'x at 99.

In Steven J., Inc., the United States District Court for the Middle District of Pennsylvania concluded that plaintiff failed to state an intentional interference with contract claim against a claims adjuster. Steven J., Inc. v. Landmark Am. Ins. Co., No. 1:14-CV-0474, 2014 WL 4672498 (M.D. Pa. Sept. 18, 2014). Steven J. stemmed from "an insurance coverage dispute between an insured, his insurance company, and an independent claims adjuster, who examined a policy claim brought by the plaintiff for storm damage, and found that the claim entailed pre-existing conditions on the insured premises prior to the storm." Steven J., 2014 WL 4672498, at *1. The plaintiff insured subsequently asserted a tortious interference with contract claim against the defendant independent claims adjuster. Id. at *1. The defendant adjuster argued that Plaintiff failed to state "purposeful action on the part of the defendant, specifically intended to harm the existing relation . . .", as well as "the absence of privilege or justification on the part of the defendant." Id. at *4.

The Steven J. Court found merit to defendant's argument that "the simple act of a claims adjuster investigating and opining upon an insurance claim at the request of an insurance company cannot, without further well-pleaded facts, . . . rise to the level of tortious interference with a contract since this conduct does not entail 'purposeful action on the part of the defendant, specifically intended to harm the existing relation, [undertaken in] the absence of privilege or justification." Steven J., 2014 WL 4672498, at *4 (quoting The York Grp., 924 A.2d at *4). The court noted that "other federal courts, construing the elements of similar tort claims made by insureds against claims adjusters have frequently rejected such tortious interference claims as a matter of law, noting that this conduct is not tortious since the adjuster's 'job was to investigate and report to [the insurance company] on the cause of loss.'" Id. (citing Council Tower Ass'n v.

Axis Specialty Ins. Co., 630 F.3d 725, 731 (8th Cir. 2011); Columbus v. United Pac. Ins. Co., 641 F.Supp. 707, 708 (S.D. Miss. 1986), aff'd, 833 F.2d 1007 (5th Cir. 1987); Columbus v. Reliance Ins. Co., 626 F.Supp. 1147, 1148 (S.D. Miss. 1986); Joseph P. Caulfield & Associates, Inc. v. Litho Prods., Inc., 155 F.3d 883, 891 (7th Cir. 1998)). The court explained that:

> [t]hese cases all recognize that it is the nature of an independent claims adjuster's duties to investigate and evaluate claims made under a contract between an insured and an insurance company. This task, which the adjuster is itself contractually obliged to undertake, may on occasion lead to results which the insured believes are misguided, uninformed and wrong. In such instances, the insurance may pursue relief through litigation under the policy itself. However, in the absence of further, significant well-pleaded facts detailing some other purposeful misconduct by the adjuster which falls outside its privileged contractual relationship with the insurance company, the actions of the adjuster recommending denial of a claim, standing alone, does not constitute the tort of intentional interference with a contractual relationship.

Steven J., 2014 WL 4672498, at *4 (citations omitted).

Ultimately, the court held that the amended complaint did not "contain such well-pleaded allegations of facts which would establish purposeful misconduct which is not privileged or otherwise justified in an insurance claims adjustment context" and that the amended complaint failed as a matter of law with regard to the intentional interference with contract claim. Id. at *4.

Similarly, here, there is no evidence of purposeful misconduct on the part of Mr. Hoffman which was not privileged or justified. It was Mr. DeAngelis' understanding that the role of an appraiser in the context of an appraisal like that it issue here was to provide them an estimate for what needed to be done for the Property. (See Hoffman's Stmt. of Undisp. Facts at ¶ 75). Mrs. DeAngelis is not sure what Mr. Hoffman was supposed to do as an appraiser associated with the loss at issue. (See id. at ¶ 77). Plaintiffs' opposing appraiser and designated expert in this case testified that the duties and responsibilities of an appraiser in the context of an appraisal like that

at issue here include performing an inspection of the property, taking photographs of the property, preparing an estimate for the loss at issue, and acting "in fair negotiations." (See id. at ¶ 60). Mr. Powers defined acting "in fair negotiations" as being "willing to compromise, to move the claim forward to save all parties involved." (See id. at ¶ 61). Mr. Powers further testified that the next step after the parties reach a disagreement in the context of an appraisal like the Appraisal at issue in this case is to proceed to an umpire. (See id. at ¶ 62). Here, Mr. Hoffman performed an inspection of the Property, took photographs of the Property, and (unlike Mr. Powers) prepared an estimate of the alleged loss. (See id. at ¶¶ 63 – 65). After Mr. Powers and Mr. Hoffman reached a disagreement regarding the alleged loss, Mr. Hoffman (unlike Mr. Powers) was also agreeable to proceeding to an umpire. (See id. at ¶ 66).

Mr. Powers made the unsupported accusation at his deposition that Encompass was "guiding Mr. Hoffman's hand" throughout the Appraisal. However, Mr. Powers does not know who at Encompass was allegedly "guiding Mr. Hoffman's hand." (See Hoffman's Stmt. of Undisp. Facts at ¶ 67). Mr. Powers did not have any conversations with anyone from Encompass or exchange any emails or letters with anyone from Encompass regarding the Appraisal. (See id. at ¶ 68). Mr. Powers was not a party to any communications between Mr. Hoffman and Encompass. (See id. at ¶ 69). Mr. Powers never contacted Encompass to report that he believed that Mr. Hoffman was not acting in a disinterested manner. (See id. at ¶ 73). Mr. Powers also does not believe that anyone from Metro ever contacted Encompass to request that Encompass designate a new appraiser for the Appraisal. (See id. at ¶ 74). The lack of any factual basis for Mr. Powers' accusation that Encompass was "guiding Mr. Hoffman's hand" throughout the Appraisal renders it insufficient to defeat Mr. Hoffman's Motion for Summary Judgment. See Kosierowski v. Allstate Ins. Co., 51 F.Supp.2d 583, 595 (E.D. Pa. 1999), aff'd, 234 F.3d 1265 (3d Cir. 2000)

(citation omitted) ("The mere presence of an expert opinion supporting the non-moving party's position does not necessarily defeat a summary judgment motion; rather, there must be sufficient facts in the record to validate that opinion.").

Indeed, even Plaintiffs themselves could not state how Mr. Hoffman allegedly tortiously interfered with any contract. Mr. DeAngelis has no knowledge of how Mr. Hoffman allegedly refused to adjust the Claim in accordance with the terms and conditions of the Policy. (See Hoffman's Stmt. of Undisp. Facts at ¶ 78). Mr. DeAngelis is not sure how Mr. Hoffman allegedly "refused to properly appraise the claim in an unbiased and neutral manner in accordance with the terms and conditions of the policy." (See id. at ¶ 79). Mr. DeAngelis admitted at his deposition that he does not know how Mr. Hoffman allegedly interfered with any contract. (See id. at ¶ 81).

The record in this case is devoid of facts which could establish purposeful conduct on the part of Mr. Hoffman which was not privileged or otherwise justified in an insurance appraisal context. Plaintiffs' tortious interference claim against Mr. Hoffman, therefore, fails.

D. Plaintiffs Cannot Establish a Tortious Interference with Contract Claim Against Mr. Hoffman Because Mr. Hoffman Should Be Immune from Suit.

In Bilyard v. Middlesex Mutual Insurance Company, the Superior Court of Connecticut recently held that the plaintiff failed to state a tortious interference with contract claim against an appraiser because the defendant appraiser was immune from suit. See Bilyard v. Middlesex Mut. Assur. Co., No. UWYCV206054893S, 2022 WL 2342038, at *1 (Conn.Super. June 01, 2022). In Bilyard, the court considered whether the tortious interference with contract claim should be stricken as to the insurer and its designated appraiser because the plaintiffs' claims against them arose from the appraiser's alleged misconduct incident to his service as the appraiser chosen by the insurer. See Bilyard, 2022 WL 2342038, at *1. The court explained that to the extent that the plaintiffs sought damages by way of a direct action against an appraiser who was appointed under

the auspices of Section 38a-307[1], "the validity of this action is properly considered in a fashion that is analogous to a situation in which an aggrieved party brings suit against an arbitrator seeking damages because of dissatisfaction resulting from the manner in which the arbitrator conducted his or her duties." Id. at *2. The court explained that under both common law and Connecticut statutory law, arbitrators are immune from suit for all actions performed in their capacity as an arbitrator. Id. (citations omitted). Noting that no binding Connecticut law had extended common law or statutory arbitrator immunity to appraisers, the court turned to a California case which, consistent with Connecticut case law, concluded that "'[w]e see no reason why an appraiser who is required by statute to be 'disinterested'. . . should be subject to tort liability in connection with his role as an appraiser, given this state's preference to provide immunity to those who perform the function of resolving disputes between parties.'" Id. (quoting Lambert v. Carneghi, 158 Cal. App. 4th 1120, 1136, 70 Cal. Rptr. 3d 626, 637 (2008)). The Bilyard Court also rejected the plaintiffs' argument that arbitral immunity should not apply because the alleged misconduct fell outside the appraiser's statutory responsibilities. Id. at *2. The court noted that "all of the alleged misconduct by Beaver [the appraiser] took place in connection with and incident to his efforts to meet his obligations as the appraiser selected by Middlesex [the insurer] pursuant to statute to determine the amounts due to the Bilyards under the applicable policies." Id. at *2.

Pennsylvania, like Connecticut, draws analogies between arbitration and appraisal. In Pennsylvania, "appraisal pursuant to private agreement has been analogized to common law arbitration." Boulevard Assocs. v. Seltzer P'ship, 445 Pa. Super. 10, 17, 664 A.2d 983, 987 (1995). Thus, for example, "[f]or purposes of judicial review," Pennsylvania Courts consider appraisal

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[1] Connecticut General Statute Section 38a-307 sets forth the standard form for fire insurance policies of the state of Connecticut. See Conn. Gen. Stat. Ann. § 38a-307 (West).

"analogous to common law arbitration." Hozlock v. Donegal Companies/Donegal Mut. Ins. Co., 2000 PA Super 25, ¶ 4, 745 A.2d 1261, 1263 (2000) (citing Boulevard Assocs., 664 A.2d at 987 (1995)). "For purposes of enforceability, there is no distinction between arbitration and appraisal and both will be reviewed accordingly." W.V. Realty Inc. v. Maryland Ins. Grp., 48 Pa. D. & C.4th 459, 463 (Com. Pl. 2000), aff'd sub nom. WMC Mortg. Corp. v. Laviola, 778 A.2d 1257 (Pa. Super. Ct. 2001) (citing McGourty v. Pennsylvania Millers Mutual Insurance Co., 704 A.2d 663 (Pa. Super. 1997); Riley v. Farmers Fire Insurance Co., 735 A.2d 124 (Pa. Super. 1999)).

In Maiden Creek T.V. & Appliance, Inc. v. Gen. Cas. Ins. Co., No. CIV.A. 05-667, 2008 WL 351906, at *2 (E.D. Pa. Feb. 8, 2008) (citing Boulevard, 664 A.2d at 987), this Court granted in part and denied in part plaintiff's petition to modify an appraisal award arising out of a commercial fire insurance policy dispute. In doing so, this Court explained that "[a]ppraisal, like arbitration, is 'the approved public policy of this Commonwealth.'" Maiden Creek T.V. & Appliance, 2008 WL 351906, at *2 (quoting Ice City, Inc. v. Ins. Co. of N. Am., 456 Pa. 210, 314 A.2d 236, 241 (Pa. 1974)). Where, as in Maiden Creek, the liability for the loss was admitted and the only question that remained was the amount of the loss, this Court commented that "[a]ppraisal is favored as an alternative dispute resolution mechanism. . . ." Id. (citing Ice City, 314 A.2d at 241.) In determining the scope of its review with regard to the petition, this Court reasoned that "[a]wards issued in arbitration and appraisal are equally enforceable and are subject to the same 'severely limited' review by trial courts." Id. (citing Boulevard, 664 A.2d at 987). The Court explained that "[u]nder Pennsylvania statute, '[t]he award of an arbitration in a nonjudicial arbitration . . . is binding and may not be vacated or modified unless it is clearly shown that a party was denied a hearing or that fraud, misconduct, corruption or other irregularity caused the rendition of an unjust, inequitable or unconscionable award.'" Id. (quoting 42 Pa. Stat. Ann. § 7341)). "This

is consistent with the sentiment that '[t]o permit anything but limited judicial review defeats the purpose of appraisal as well as arbitration.'" Id. (citing Boulevard, 664 A.2d at 987)).

Pennsylvania also acknowledges quasi-judicial immunity with regard to arbitrators. For example, Pennsylvania Rule of Civil Procedure 1311(b) provides, in pertinent part, that "[a]n arbitrator may not be called to testify as to what transpired before the arbitrators." Pa. R. Civ. P. 1311(b). The explanatory comment to Rule 1311 explains, in pertinent part:

> The provision of subdivision (b) that arbitrators may not be called to testify as to what transpired before them is now found in most local rules. It confers an appropriate quasi-judicial immunity consistent with the arbitrators' oath.

Pa. R. C. P. 1311. See also, 19 Standard Pennsylvania Practice 2d § 103.320 ("This rule creates quasi-judicial immunity for the arbitrators with respect to their official actions.").

Similarly, the Court of Appeals for the Third Circuit has extended immunity to arbitrators. See Cahn v. Int'l Ladies' Garment Union, 203 F.Supp. 191, 193 (E.D.Pa.), aff'd, 311 F.2d 113 (3d Cir. 1962); Sathianathan v. Pac. Exch., Inc., 248 F. App'x 345, 347 (3d Cir. 2007) ("Such immunity protects arbitrators from 'civil liability for acts within their jurisdiction arising out of their arbitral functions in contractually agreed upon arbitration hearings.'") (citations omitted). "It is well-established that a 'judge cannot be sued civilly for any act which he does in the performance of his duties, even if the act was deliberate and malicious.'" Garland v. US Airways, Inc., No. CIV A 05-140, 2006 WL 2711652, at *3 (W.D. Pa. Sept. 21, 2006) (quoting Cahn, 203 F.Supp. at 193)). "The Court of Appeals for the Third Circuit has extended this absolute immunity to "quasijudicial" officials, including arbitrators." Garland, 2006 WL 2711652, at *3 (citing Cahn, 311 F.2d at 114-15). "'Judicial immunity 'is not for the protection or benefit of a malicious or corrupt judge, but for the benefit of the public, whose interest it is that the judges should be at liberty to exercise their functions with independence and without fear of

consequences.'" Id. (Raitport v. Provident Nat'l Bank, 451 F.Supp. 522, 526 (E.D.Pa.1978) (citations and internal quotations omitted)). "Like other judicial officers, "'arbitrators must be free from the fear of reprisals by an unsuccessful litigant. They must of necessity be uninfluenced by any fear of consequences for their acts.'" Id. (citations omitted).

This rationale is equally applicable to appraisers like Mr. Hoffman. Appraisers serve an important role in resolving disputes between parties in contexts like those at issue here. Appraisers, like other judicial officers, should be free from the fear of reprisals by unhappy insureds and "must of necessity be uninfluenced by any fear of consequences for their acts." Should appraisers be forced to fear that they may be dragged into Court simply for estimating a loss differently than the opposing appraiser, such as Mr. Hoffman has been here, it will unfairly skew the appraisal process and undermine its value as a dispute resolution mechanism.

Here, like in Bilyard, all of the alleged misconduct on the part of Mr. Hoffman occurred in connection with and incident to his efforts to meet his obligations as an appraiser pursuant to the applicable insurance policy. Accordingly, just as in Bilyard, Mr. Hoffman should be immune from suit and Plaintiffs' tortious interference with contract claim against him should be dismissed.

V. CONCLUSION

For all of the reasons set forth above, Mr. Hoffman respectfully requests that the Court enter an Order in the form attached dismissing Plaintiffs' tortious interference with contract claim against Mr. Hoffman, with prejudice.