

LAWRENCE G. WASDEN  
Attorney General

JOHN C. KEENAN  
Deputy Attorney General  
State of Idaho  
Department of Insurance  
700 W. State Street, 3<sup>rd</sup> Floor  
P.O. Box 83720  
Boise, Idaho 83720-0043  
Telephone: (208) 334-4283  
Facsimile: (208) 334-4298  
[john.keenan@doi.idaho.gov](mailto:john.keenan@doi.idaho.gov)  
I.S.B. No. 3873

**FILED**

**JUN 20 2017**

Department of Insurance  
State of Idaho



*Attorneys for the Department of Insurance*

**BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE**

**STATE OF IDAHO**

IDAHO DEPARTMENT OF INSURANCE,

Complainant,

vs.

TRAVIS L. HIGGINS, an individual holding  
Idaho Resident Producer License No. 80887;  
and UCI BROKERAGE LLC, an Idaho  
limited liability company holding Resident  
Producer Agency License No. 351821;

Respondent.

Docket No. 18-3279-17

**STIPULATION AND  
FINAL ORDER**

**STIPULATION**

The Idaho Department of Insurance (hereinafter "Department") and Respondents **TRAVIS L. HIGGINS** (hereinafter "Higgins") and **UCI BROKERAGE LLC** (hereinafter "UCI Brokerage") hereby agree and stipulate as follows:

1. The Director of the Department has jurisdiction over this matter pursuant to Title 41, Idaho Code.

2. On February 21, 2017, the Department filed and served a *Verified Complaint and Notification of Rights* (hereinafter “Verified Complaint”) on Respondents Higgins and UCI Brokerage.

3. On March 13, 2017, Respondents filed a *Request for Hearing*.

4. The Department alleged in the Verified Complaint that Respondent Higgins had violated section 41-1016(1)(h), Idaho Code, on two (2) occasions and that, as a result, Respondent Higgins’ resident insurance producer license should be revoked and UCI Brokerage’s agency producer license should be revoked.

5. The parties have agreed to settle this matter without the necessity of a full hearing on the following terms and conditions; and the Department, Higgins, and UCI Brokerage agree as follows:

- a. Higgins admits to one violation of section 41-1016(1)(h), Idaho Code;
- b. An administrative penalty in the total sum of \$2,000.00 (Two Thousand Dollars) shall be entered against Higgins in the Final Order herein; and Higgins shall have two (2) years from the date of entry of the Final Order to pay the administrative penalty in full;
- c. Upon entry of the Final Order herein, but within no later than sixty (60) days thereof, Higgins shall take the necessary action to terminate and dissolve any legal entity, whether a sole-proprietorship, a corporation, a limited liability company, an assumed business name, or other like organization or association in which Higgins is a founder, incorporator, officer manager, or sole owner, whether registered or filed with the state of Idaho or other jurisdiction, including but not limited to UCI Brokerage LLC, UCI Wealth Advisors LLC, and Cardinal Holdings, LLC.

d. Upon entry of the Final Order herein, but within no later than sixty (60) days thereof, Higgins shall take the necessary action to divest or alienate himself from any proprietary interest, control, office, or position in any organization, corporation, limited liability company, assumed business name entity, or other entity for which Higgins is a principal, owner, or manager or otherwise has interest therein or receives residual income therefrom. Evidence of such termination, dissolution, divestiture, or alienation received by Higgins from the secretary of state from the state or other jurisdiction or other appropriate document demonstrating that such organization has been terminated, dissolved, divested, or alienated, shall be submitted to the Department no later than ten (10) days of the date of receipt by Higgins. In the event Higgins is not able to complete such required actions as agreed in the foregoing paragraphs within the time period prescribed, he shall notify the Department immediately.

e. Higgins agrees to a two (2) year supervisory period to commence on the date of entry of the Director's Final Order approving this Stipulation under which the following terms and conditions apply:

i. Higgins shall sell, solicit, and negotiate, or otherwise transact insurance only under the following conditions: (1) in accordance with the insurance laws and the general laws of the state of Idaho; (2) under the line(s) of insurance for which Higgins is licensed; (3) under Higgins' Idaho Resident Producer License No. 80887; (4) under the name of LWM Life, LLC, as registered with the state of Idaho and under no other legal entity; and, (4) under the direct supervision and management of David Johan (the "Supervisor"), an Idaho resident producer holding License No. 400573.

- ii. Higgins agrees and consents to the Plan and Agreement for Heightened Supervision (“hereinafter the “Supervision Plan”), as set forth in Exhibit “A” attached hereto and referenced herein as if set forth in full.
- iii. Higgins agrees and consents that the Supervisor is required to supervise and monitor Higgins’ activities related to the business of insurance and the business of LWM Life, LLC; and, that the Supervisor shall report to the Department any issue, concern, or problem relating to such activities, or as to the standard of practice of insurance, or as to the law, or as to any other related concern.
- iv. Higgins agrees and consents that the Supervisor is required to submit a report to the Department once every six (6) months as to Higgins’ current employment status, any issues relating to Higgins’ activities in the business of insurance or compliance with this Stipulation, the Final Order, and the Supervision Plan, with the initial report due no later than six (6) months from the date of entry of the Final Order.
- v. Higgins stipulates and consents that if, for whatever reason, the Supervisor finds in his discretion that Higgins has violated or is about to violate the law, this Stipulation, the Final Order, or the Supervision Plan, the Supervisor shall immediately report such finding(s) to the Department. Higgins stipulates and consents that as a result of such a report to the Department, the Department may take appropriate action at its discretion and as permitted by law, including but not limited to the filing of an administrative action requiring Higgins to appear and show cause why his producer license should not be revoked or suspended.

vi. Higgins stipulates and consents that if, for whatever reason, the Supervisor informs the Department that the Supervisor is not willing to further serve in such capacity, the Department may take appropriate action at its discretion and as permitted by law, including but not limited to the filing of an administrative action requiring Higgins to appear and show cause why his producer license should not be revoked or suspended.

vii. Higgins stipulates and consents that if, for whatever reason, during the two (2) year period of heightened supervision, Higgins leaves the employment of LWM Life, LLC, Higgins shall immediately notify the Licensing Supervisor at the Department.

viii. Higgins stipulates and consents to submit to the Department within ten (10) days of receipt thereof any and all audits, reports, or other communication directed to him, to the Supervisor, or to LWM Life, LLC, about or involving Higgins, received from the Idaho Department of Finance.

ix. Higgins stipulates and consents that, in addition to reporting to the Department any criminal or administrative matters or actions involving Higgins as required by section 41-1021, Idaho Code, Higgins shall immediately report to the Department any legal matters of a civil nature involving Higgins, and shall provide documentation of the same, including but not limited to a complaint, a civil suit, or a bankruptcy action.

x. Higgins stipulates and consents that during the two (2) year period of heightened supervision, Higgins will contact the Department's Licensing Supervisor with any questions or concerns as to his obligations and responsibilities.

f. Higgins shall provide all documents, reports, audits, and any other papers required to be submitted to the Department under law or pursuant to this Stipulation, the Final Order, or the Supervision Plan to the Department's Licensing Supervisor, P.O. Box 83720, Boise, ID 83720-0043, with a copy to the Department's counsel as follows: John C. Keenan, Deputy Attorney General, P.O. Box 83720, Boise, ID 83720-0043.

h. If for any reason Higgins is unable, unwilling or fails to report, complete, or otherwise fulfill any of the terms of this Stipulation, the Department may take any appropriate action at its sole discretion, inclusive of, but not limited to, the immediate revocation of Higgins Idaho Resident Producer License No. 80887 with the issuance of a Notice to Show Cause to Higgins, giving Higgins an opportunity at hearing to show cause why his license should be reinstated.

g. If, at the end of the two-year supervisory period as contemplated herein, Higgins has successfully fulfilled the obligations under law and as set forth in the Stipulation, the Final Order, and the Supervision Plan, the heightened supervision of Higgins shall end and his Idaho Resident Producer License No. 80887 shall be fully restored.

6. Higgins and UCI Brokerage agree that upon entry of the Final Order herein, the UCI Brokerage LLC, Resident Producer Agency License No. 351821 shall immediately file a request with the Department to withdraw the said resident producer agency license; and Higgins and UCI Brokerage agree that either party on its own or acting together shall not reapply for a resident producer agency for UCI Brokerage now or at any time in the future.

7. The terms of this Stipulation are appropriate and proper under the circumstances referenced herein; and the parties hereto have entered into this Stipulation knowingly, voluntarily, and with full knowledge of any rights they may be waiving thereby.

8. The form and content of the Final Order as attached hereto is appropriate; and the Director of the Department may enter the Final Order, the terms of which include the adoption in full and incorporation of this Stipulation as a Final Order of the Director.

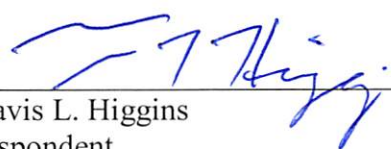
9. Before executing this Stipulation, Higgins and UCI Brokerage have had the opportunity to review this Stipulation with their respective attorneys and to seek appropriate advice and counsel relating to this Stipulation and Final Order.

10. The parties hereto waive their right to notice and hearing at which they may be represented by counsel, present evidence, examine and cross-examine witnesses. The parties hereto further waive their right of reconsideration, appeal, and other rights as set forth in title 41 and title 67, chapter 52, Idaho Code, including the right to submit this matter for review by a court of competent jurisdiction.

**IT IS SO AGREED.**

DATED THIS 6<sup>th</sup> day of June, 2017.

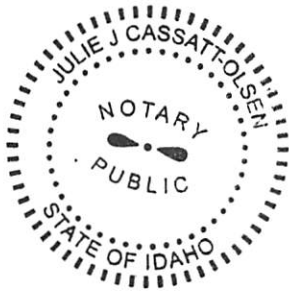
By: \_\_\_\_\_

  
Travis L. Higgins  
Respondent

STATE OF IDAHO                     )  
  : ss.  
County of Ada                     )

On this 6<sup>th</sup> day of June, 2017, before me, the undersigned Notary Public, personally appeared TRAVIS L. HIGGINS, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



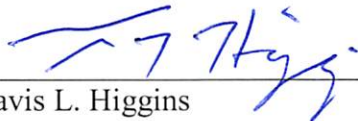
Julie J. Cassatt-Olsen  
Notary Public  
Residing at Eagle, ID  
My commission expires 5/31/2022



IT IS SO AGREED.

DATED THIS 6<sup>th</sup> day of June, 2017.

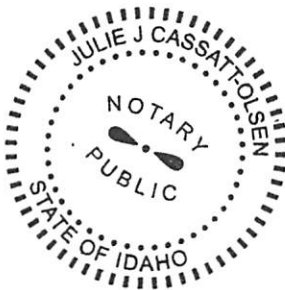
UCI BROKERAGE LLC, an Idaho limited liability corporation.

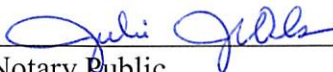
By:   
Travis L. Higgins  
Its Manager

STATE OF IDAHO                    )  
  : ss.  
County of Ada                    )

On this 6<sup>th</sup> day of June, 2017, before me, the undersigned Notary Public, personally appeared TRAVIS L. HIGGINS, in his capacity as manager of UCI Brokerage LLC, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
Notary Public  
Residing at Eagle, ID  
My commission expires 5/3/2022

IT IS SO AGREED.

DATED THIS 16 day of June, 2017.

STATE OF IDAHO  
DEPARTMENT OF INSURANCE

By: Elaine Mellon  
ELAINE MELLON  
Bureau Chief, Consumer Services Bureau

STATE OF IDAHO )  
: ss.  
County of Ada )

On this 16<sup>th</sup> day of JUNE, 2017, before me, the undersigned Notary Public, personally appeared ELAINE MELLON, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
Notary Public of Idaho

Residing at Boise

My commission expires 30 October 2017

### **FINAL ORDER**

The parties hereto, namely the Idaho Department of Insurance and TRAVIS L. HIGGINS, and UCI BROKERAGE LLC, an Idaho limited liability company, Respondents, having entered into the foregoing Stipulation, and the form of the order having been approved, the Director, having reviewed the same, does hereby find that there is a factual basis for entry of a Final Order herein and finds and concludes that TRAVIS L. HIGGINS, Respondent, did violate title 41, Idaho Code, as stated in the Stipulation.

**NOW, THEREFORE,** based on the foregoing and in consideration of the premises,

**IT IS HEREBY ORDERED** that the foregoing Stipulation, inclusive of the Plan and Agreement for Heightened Supervision attached thereto as Exhibit "A," is APPROVED, is adopted in full, and is incorporated herein as if set forth in full and made a part hereof;

**IT IS FURTHER ORDERED** that the Stipulation in its entirety and all attachments and exhibits thereto are an **ORDER OF THE DIRECTOR**;

**IT IS FURTHER ORDERED** that an administrative penalty in the total sum of Two Thousand Dollars (\$2,000.00) is hereby imposed against TRAVIS L. HIGGINS, payable in the manner as provided in the Stipulation;

**IT IS FURTHER ORDERED** that Idaho Resident Producer Agency License No. 351821 issued to UCI BROKERAGE LLC shall immediately file a request with the Department to withdraw the said resident producer agency license in the manner as provided in the Stipulation;

**IT IS SO ORDERED.**

DATED THIS 19 day of June, 2017.

STATE OF IDAHO  
DEPARTMENT OF INSURANCE

BY   
DEAN CAMERON  
Director

#### **NOTIFICATION REGARDING REPORTABLE PROCEEDINGS**

This is considered a reportable administrative proceeding. As such, it is a public record and is public information that may be disclosed to other states and reported to companies of which you are actively appointed. This information will be reported to the National Association of Insurance Commissioners (NAIC) and will appear in the Idaho Department of Insurance's online searchable database. Be aware that this proceeding must be disclosed on any license application and must be reported to any and all states in which you hold an insurance license.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30<sup>th</sup> day of June, 2017, I caused to be served a true copy of the foregoing **STIPULATION AND FINAL ORDER** by the method indicated below, and addressed to each of the following:

Travis L. Higgins  
1880 S. Cobalt Point Way, Ste. 350  
Meridian, ID 83642-5804

☒ first class mail  
☐ certified mail  
☐ hand delivery

David Johan  
694 W. Anton Drive  
Meridian, ID 83646-4086

☒ first class mail  
☐ certified mail  
☐ hand delivery

UCI Brokerage, LLC  
1880 S. Cobalt Point Way, Ste. 350  
Meridian, ID 83642-5804

☒ first class mail  
☐ certified mail  
☐ hand delivery

American General Life Insurance Company  
2727-A Allen Parkway  
Houston, TX 77019

☒ first class mail  
☐ certified mail  
☐ hand delivery

Banner Life Insurance Company  
3275 Bennett Creek Avenue  
Frederick, MD 21704-7608

☒ first class mail  
☐ certified mail  
☐ hand delivery

C.M. Life Insurance Company  
1295 State Street  
Springfield, MA 01111

☒ first class mail  
☐ certified mail  
☐ hand delivery

Genworth Life and Annuity Insurance Company  
6610 West Broad Street  
Richmond, VA 23230

☒ first class mail  
☐ certified mail  
☐ hand delivery

Genworth Life Insurance Company  
6604 West Broad Street  
Richmond, VA 23230

☒ first class mail  
☐ certified mail  
☐ hand delivery

Massachusetts Mutual Life Insurance Company  
1295 State Street  
Springfield, MA 01111

☒ first class mail  
☐ certified mail  
☐ hand delivery

Protective Life Insurance Company  
2801 Highway 280 S  
Birmingham, AL 35223-2407

☒ first class mail  
☐ certified mail  
☐ hand delivery

John C. Keenan  
Deputy Attorney General  
Idaho Department of Insurance  
700 W. State Street, 3<sup>rd</sup> Floor  
Boise, ID 83702

☐ first class mail  
☐ certified mail  
☒ hand delivery



Diona Patterson

## EXHIBIT "A"

### PLAN AND AGREEMENT FOR HEIGHTENED SUPERVISION

State of Idaho                     )  
  : ss  
County of Ada                    )

IN RE: TRAVIS L. HIGGINS, Idaho Department of Insurance Docket No. 18-3279-17.

**DAVID JOHAN** (the "Supervisor") hereby states and certifies as follows:

- (1) I am a licensed insurance producer in the state of Idaho, holding Idaho Resident Insurance Producer License No. 400573. I conduct an insurance business in Boise, Idaho, under the name of LWM Life, LLC, a resident agency producer with License No. 597067.
- (2) I am currently the employer of TRAVIS L. HIGGINS, an individual holding Idaho Resident Insurance Producer License No. 80887. I expect that Mr. Higgins will be engaging in insurance transactions for and on behalf of my company, LWM Life, LLC, under my direction and supervision.
- (3) I am aware of the administrative action filed by the Idaho Department of Insurance ("Department") against Mr. Higgins, as Docket No. 18-3279-17, including the Verified Complaint and Notification of Rights filed by the Department on February 21, 2017, and the Stipulation executed by Mr. Higgins and the Final Order signed by the Director of the Idaho Department of Insurance. I hereby submit to the jurisdiction of the Director of the Idaho Department of Insurance as related to the matter involving Mr. Higgins. I am willing to enter into this Plan and Agreement for Heightened Supervision of Mr. Higgins for a period of two (2) years, and to supervise Mr. Higgins and provide reports to the Department in accordance with the following terms:

#### Supervision

- a. Daily review of Mr. Higgins' transactions.
- b. Preapproval of all Mr. Higgins' correspondence.
- c. Semi-annual audit of Mr. Higgins' office without notice.
- d. At any point in time, if new information is obtained that should have been disclosed, but was not, either to LWM Life, LLC's Compliance Department or to the Idaho Department of Insurance, the Department of Insurance shall be immediately notified.
- e. Monthly calls and meetings to discuss Mr. Higgins' ongoing responsibilities and to assess the continuing willingness of Mr. Higgins to accept the special supervision. The Supervisor will maintain in his files detailed notes of these meetings, including notes of any issues raised that might be problematic, as well as any steps taken to address these concerns.
- f. Mr. Higgins shall not be involved in the calculation or deduction of client fees.
- g. Monthly unannounced office reviews.
- h. Periodic customer calls by the Supervisor.
- i. Requirement for one or two firm elemental continuing education courses. Course topics will focus on ethics and/or registered representative's responsibilities.



- j. Mr. Higgins will provide all documents or notes requested by the Supervisor in a timely manner.

Documentation

- k. All meetings and education will be documented by the Supervisor in a formal report.  
l. All continuing education courses, disclosures, and affidavits will be maintained in the firm's compliance system.  
m. Annually, during Mr. Higgins' audit, the firm's policies and procedures will be discussed for educational purposes.

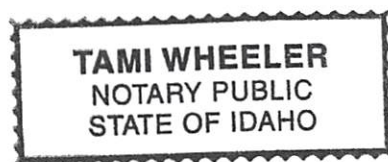
Reporting to the Department of Insurance


- n. The Supervisor agrees to supervise and monitor Mr. Higgins' activities related to the business of insurance and further agrees to immediately report to the Department any issue, concern, or problem relating to such activities, or to the standard of practice, or to the law, and any other concern related to Mr. Higgins that would reflect on his fitness to engage in the insurance business.  
o. The Supervisor agrees to submit a report to the Department every six (6) months as to Mr. Higgins' current employment status, any issues relating to Mr. Higgins' activities in the business of insurance or compliance with this agreement, with the first such report to be submitted no later than six (6) months from the date of entry of the Final Order in Docket No. 18-3279-17.  
p. If, for whatever reason, the Supervisor finds in his judgment that Mr. Higgins has violated or is about to violate this agreement or the insurance laws or rules of the state of Idaho, the Supervisor shall immediately report such finding(s) to the Department.  
q. The Supervisor agrees to immediately report to the Department if, for any reason, Mr. Higgins leaves the employment of LWM Life, LLC.
- (4) If at any time I should decline to serve as Supervisor for Mr. Higgins, I agree to provide thirty (30) days' advance written notice to the Department.

DATED this 15 day of June, 2017.

  
\_\_\_\_\_  
DAVID JOHAN

Subscribed and sworn to before me this 15 day of June, 2017.



  
\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: 2-14-19