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I.S.B. No. 3873

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NOV 02 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.

MISTY LYNN ADAMS, an individual
holding Idaho Resident Producer License
No. 51629,

Respondent.

Docket No. 18-3339-17

**ORDER OF DEFAULT REVOKING
IDAHO RESIDENT PRODUCER
LICENSE**

The Director of the Idaho Department of Insurance (“Director”) having reviewed the record herein; and MISTY LYNN ADAMS (“RESPONDENT”), who currently holds Idaho Resident Producer License No. 51629, having been lawfully served the Verified Complaint and Notice of Right to Hearing, a copy of which is attached hereto as Exhibit A and incorporated herein, and having failed to file an answer thereto and having failed to request a hearing regarding said Verified Complaint; and the Director having found as a result thereof that

RESPONDENT has waived her rights regarding the opportunity for hearing; and in consideration of the above;

IT IS HEREBY ORDERED that Idaho Resident Producer License No. 51629 issued to RESPONDENT is REVOKED effective immediately and that, pursuant to Idaho Code § 41-1026(3), RESPONDENT shall not be issued any license under title 41, Idaho Code, for a period of five (5) years, after which RESPONDENT must petition and show good cause why this revocation should not be deemed a bar to the issuance of a new license.

IT IS HEREBY FURTHER ORDERED that an administrative penalty in the amount of Forty-six Thousand Dollars (\$46,000) is imposed against RESPONDENT.

IT IS HEREBY FURTHER ORDERED, pursuant to Idaho Code § 41-1027(2), that RESPONDENT shall immediately return Idaho Resident Producer License No. 51629 to the Idaho Department of Insurance, P.O. Box 83720, Boise, Idaho 83720-0043.

IT IS SO ORDERED.

DATED this 2 day of November, 2017.

STATE OF IDAHO
DEPARTMENT OF INSURANCE



DEAN L. 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 you may be required to disclose this proceeding on any license application, and you may be required to report this action to any and all states in which you hold an insurance license.

NOTIFICATION OF RIGHTS

This constitutes a final order of the agency. Any party may file a motion for reconsideration of this final order within fourteen (14) days of the service date of this order. The agency will dispose of the petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. *See* Idaho Code § 67-5246(4).

Pursuant to Idaho Code §§ 67-5270 and 67-5272, any party aggrieved by this final order may appeal it by filing a petition for judicial review in the district court of the county in which: (1) the hearing was held; or (2) the final agency action was taken; or (3) the aggrieved party resides or operates its principal place of business in Idaho; or (4) the real property or personal property that was the subject of the agency decision is located. An appeal must be filed within twenty-eight (28) days of: (a) the service date of this final order, or (b) an order denying a petition for reconsideration, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration, whichever is later. *See* Idaho Code § 67-5273. The filing of a petition for judicial review to the district court does not itself stay the effectiveness or enforcement of the order under appeal.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of November, 2017, I caused a true and correct copy of the foregoing ORDER OF DEFAULT REVOKING IDAHO RESIDENT PRODUCER LICENSE to be served upon the following by the designated means:

Misty Lynn Adams
Allstate Insurance
2539 Channing Way, Ste. 100
Idaho Falls, ID 83404-7558

☒ first class mail
☐ certified mail
☐ hand delivery

Misty Lynn Adams
2184 Channing Way, Ste. 262
Idaho Falls, ID 83404-8034

☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Fire and Casualty Insurance Company
2775 Sanders Road
Northbrook, IL 60062-6127

☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Indemnity Company
2775 Sanders Road
Northbrook, IL 60062-6127

☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Insurance Company
2775 Sanders Road
Northbrook, IL 60062-6127

☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Property and Casualty Insurance
Company
2775 Sanders Road
Northbrook, IL 60062-6127

☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Vehicle and Property Insurance Company
2775 Sanders Road
Northbrook, IL 60062-6127

☒ first class mail
☐ certified mail
☐ hand delivery

John C. Keenan
Deputy Attorney General
Idaho Department of Insurance
700 W. State Street, 3rd Floor
P.O. Box 83720
Boise, ID 83720-0043

☐ first class mail
☐ certified mail
☒ hand delivery
☐ via facsimile


Pamela Murray

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BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE

STATE OF IDAHO

IDAHO DEPARTMENT OF
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Complainant,

vs.

MISTY LYNN ADAMS, an individual
holding Idaho Resident Producer License
No. 51629,

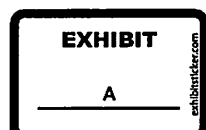
Respondent.

Docket No. 18-3339-17

**VERIFIED COMPLAINT
AND NOTICE OF RIGHT TO
HEARING**

The Idaho Department of Insurance (hereinafter "Department"), by and through its attorney of record, John C. Keenan, Deputy Attorney General, does hereby complain and allege as follows:

1. The Director of the Department has jurisdiction in the state of Idaho over matters involving insurance regulation and licensing, in accordance with title 41, Idaho Code.
2. This administrative proceeding is brought under the provisions of the Idaho Insurance Code, Idaho Code § 41-101 *et seq.*, including, among other sections, Idaho Code § 41-1016, which authorizes the Department to initiate a contested case against individuals licensed under the provisions of title 41,



chapter 10, Idaho Code, including insurance producers, seeking revocation of the license, as well as the imposition of administrative penalties, if the Director of the Department finds that any one or more of the causes or violations set forth in subsections (1)(a) through -(n) of that section exist.

RESPONDENT

3. MISTY LYNN ADAMS (hereinafter "Respondent") is a resident of Idaho Falls, Idaho, and holds Idaho Resident Producer License No. 51629, originally issued on July 31, 1996. During all times alleged herein, Respondent was the manager of Sound Insurance Agency, located in Idaho Falls, Idaho, an assumed business name of Crop USA Insurance Agency, Inc., an Idaho corporation.

4. Department records reflect that, during the period from April 14, 2005 through May 31, 2016, Respondent was also the designated responsible licensed producer for Crop USA Insurance Agency, Inc. (hereinafter "Crop USA"), an Idaho corporation, which entity held Idaho Resident Producer License No. 82034, and had a business address of 111 Main Street, Lewiston, Idaho. Crop USA's producer license expired effective February 1, 2017.

COUNT I

5. All of the above paragraphs are incorporated herein as if set forth in full.

6. On or about July 14, 2015, a \$600.00 check payment from "Consumer A" was tendered to Respondent at the offices of Sound Insurance Agency as premium for two homeowner's insurance policies and one automobile insurance policy on behalf of Consumer A under the Metropolitan Property and Casualty Insurance Company (hereinafter "MetLife").

7. Consumer A's homeowner's insurance coverage and automobile insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

8. After learning that the premium had not been paid to MetLife and not been applied to Consumer A's insurance coverage, on or about January 16, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer A the total premium paid in the amount of \$600.00.

9. Section 41-1024, Idaho Code, provides in relevant part:

(1) All fiduciary funds received or collected by a producer shall be trust funds received by the producer in a fiduciary capacity, and the producer shall, in the regular course of business, account for and pay the same to the person entitled to the funds....

(2) Fiduciary funds shall include all funds collected by an insurance producer from or on behalf of a client or premium finance company that are to be paid to an insurance company, its agents, or the producer's employer....

10. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer A's homeowner's insurance coverage and automobile insurance coverage.11. Respondent's failure to remit the premium received on behalf of Consumer A, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

12. Section 41-1016(1)(h), Idaho Code, prohibits "[u]sing fraudulent, coercive or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility, or being a source of injury and loss to the public or others, in the conduct of business in [Idaho] or elsewhere."

13. Respondent's failure to remit the premium to MetLife, as alleged herein, resulting in a lapse of insurance coverage for Consumer A, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT II

14. All of the above paragraphs are incorporated herein as if set forth in full.

15. On or about May 26, 2015, a \$337.00 check payment from Pioneer Title Co. was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's coverage on behalf of "Consumer B."

16. Respondent deposited the check on or about June 2, 2015, but failed to forward the premium sum to MetLife.

17. Consumer B's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

18. After learning that the premium had not been paid to MetLife and not been applied to Consumer B's homeowner's insurance coverage, on or about August 23, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer B the total premium paid in the amount of \$337.00.

19. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer B's homeowner's insurance coverage.

20. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

21. Respondent's failure to remit the premium received on behalf of Consumer B, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

22. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer B, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT III

23. All of the above paragraphs are incorporated herein as if set forth in full.

24. On or about November 20, 2015, a \$230.00 check payment from RoundPoint Mortgage Servicing to MetLife was tendered via U.S. Mail to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer C."

25. Respondent deposited the check on or about November 24, 2015, but failed to forward the premium sum to MetLife.

26. Consumer C's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

27. After learning that the premium had not been paid to MetLife and not been applied to Consumer C's homeowner's insurance coverage, on or about January 31, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer C the total premium paid in the amount of \$230.00.

28. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer C's homeowner's insurance coverage.

29. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

30. Respondent's failure to remit the premium received on behalf of Consumer C, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

31. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer C, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT IV

32. All of the above paragraphs are incorporated herein as if set forth in full.
33. On or about March 3, 2015, a \$1,337.00 check payment from "Consumer D" to Sound Insurance Agency was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife automobile insurance coverage on behalf of Consumer D.
34. Respondent deposited the check payment on or about March 17, 2015.
35. On or about March 17, 2015, Respondent tendered a check payment in the amount of \$748.57 to MetLife for Consumer D's automobile insurance coverage, leaving a remaining balance of \$388.43 of Consumer D's premium payment in Respondent's possession.
36. Respondent failed to tender the remaining premium payment to MetLife at any time thereafter, and Consumer D's automobile insurance coverage was cancelled by MetLife effective September 6, 2015, due to non-receipt of premium.
37. After learning that the premium balance due in the amount of \$388.43 had not been paid to MetLife and not been applied to Consumer D's automobile insurance coverage, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer D the sum of \$388.43.
38. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer D's automobile insurance coverage.
39. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.
40. Respondent's failure to remit the premium received on behalf of Consumer D, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation

of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

41. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer D, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT V

42. All of the above paragraphs are incorporated herein as if set forth in full.

43. On or about August 3, 2015, a \$547.00 check payment from "Consumer E" to Sound Insurance was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife automobile insurance coverage under MetLife.

44. On the same date, a \$178.00 check payment from Consumer E to Sound Insurance was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife renter's insurance coverage.

45. Respondent deposited the premium payment in the amount of \$547.00 on or about August 6, 2015.

46. Respondent deposited the premium payment in the amount of \$178.00 on or about August 12, 2015.

47. Respondent failed to remit either premium payment to MetLife, and MetLife cancelled both the automobile and renter's insurance coverage.

48. After learning that the total premium amount of \$725.00 had not been paid to MetLife and had not been applied to Consumer E's automobile or renter's insurance coverage, on or about April 4, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer E the total premium paid in the amount of \$725.00.

49. The funds received or collected by the Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer E's automobile and renter's insurance coverage.

50. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt. Respondent's failure to remit the premium received on behalf of Consumer E, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

51. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer E, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT VI

52. All of the above paragraphs are incorporated herein as if set forth in full.

53. On or about May 27, 2015, a \$439.00 check payment from AmeriTitle to Sound Insurance Agency was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer F."

54. Respondent deposited the check on or about June 12, 2015, but failed to forward the premium sum to MetLife.

55. Consumer F's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

56. After learning that the premium had not been paid to MetLife and not been applied to Consumer F's homeowner's insurance coverage, on or about May 12, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer F the total premium paid in the amount of \$439.00.

57. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer F's homeowner's insurance coverage.

58. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

59. Respondent's failure to remit the premium received on behalf of Consumer F, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

60. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer F, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT VII

61. All of the above paragraphs are incorporated herein as if set forth in full.

62. On or about April 3, 2015, a \$385.00 check payment from First American Title Co. to Sound Insurance Agency was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer G."

63. Respondent deposited the check on or about April 10, 2015, but failed to forward the premium sum to MetLife.

64. Consumer G's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

65. After learning that the premium amount of \$385.00 had not been paid to MetLife and not been applied to Consumer G's homeowner's insurance coverage, on or about August 23, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer G the total premium paid in the amount of \$385.00.

66. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer G's homeowner's insurance coverage.

67. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

68. Respondent's failure to remit the premium received on behalf of Consumer G, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

69. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer G, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT VIII

70. All of the above paragraphs are incorporated herein as if set forth in full.

71. On or about October 5, 2015, a \$430.00 check payment from TitleOne Corporation to Sound Insurance Agency was tendered to Respondent at the offices of Sound Insurance Agency in Idaho Falls, Idaho, as premium for MetLife homeowner's insurance coverage on behalf of "Consumer H."

72. Respondent deposited the check on or about November 3, 2015, but failed to forward the premium sum to MetLife.

73. Consumer H's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

74. After learning that the premium had not been paid to MetLife and not been applied to Consumer H's homeowner's insurance coverage, on or about January 19, 2017, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer H the total premium paid in the amount of \$430.00.

75. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer H's homeowner's insurance coverage.

76. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

77. Respondent's failure to remit the premium received on behalf of Consumer H, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

78. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer H, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT IX

79. All of the above paragraphs are incorporated herein as if set forth in full.

80. On or about September 11, 2015, a money order in the amount of \$93.58 from "Consumer I" was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife automobile insurance coverage.

81. On or about September 27, 2015, a payment in the amount of \$100.00 in cash from Consumer I was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife automobile insurance coverage.

82. Respondent deposited the money order in the amount of \$93.58 on or about September 23, 2015, but failed to forward the premium sum to MetLife. It is unclear whether the \$100.00 cash was deposited by Respondent.

83. Consumer I's automobile insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

84. After learning that the premium had not been paid to MetLife and not been applied to Consumer I's insurance coverage, on or about March 25, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer I the total premium paid in the amount of \$193.58.

85. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer I's automobile insurance coverage.

86. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

87. Respondent's failure to remit the premium received on behalf of Consumer I, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-

1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

88. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer I, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT X

89. All of the above paragraphs are incorporated herein as if set forth in full.

90. On or about January 27, 2015, a \$455.00 check payment from Pioneer Title Co. to Sound Insurance Agency was tendered to Respondent at the offices of Sound Insurance Agency as premium for a MetLife homeowner's coverage on behalf of "Consumer J."

91. Respondent deposited the check on or about March 30, 2015, but failed to forward the premium sum to MetLife.

92. Consumer J's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

93. After learning that the premium had not been paid to MetLife and not been applied to Consumer J's homeowner's insurance coverage, on or about May 12, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer J the total premium paid in the amount of \$455.00.

94. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer J's homeowner's insurance coverage.

95. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

96. Respondent's failure to remit the premium received on behalf of Consumer J, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

97. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer J, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XI

98. All of the above paragraphs are incorporated herein as if set forth in full.

99. On or about August 3, 2015, a \$250.05 check payment from "Consumer K" was tendered to Respondent at the offices of Sound Insurance Agency as premium for automobile insurance coverage with Dairyland Insurance Company (hereinafter "Dairyland").

100. Respondent deposited the check on or about August 3, 2015, but failed to forward the premium sum to Dairyland.

101. Consumer K's automobile insurance coverage lapsed due to Respondent's failure to remit the premium to Dairyland.

102. After learning that the premium had not been paid to Dairyland Auto and not been applied to Consumer K's automobile insurance coverage, on or about March 14, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer K the total premium paid in the amount of \$250.05.

103. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to Dairyland for Consumer K's automobile insurance coverage.

104. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

105. Respondent's failure to remit the premium received on behalf of Consumer K, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

106. Respondent's failure to remit the premium as alleged herein to Dairyland, resulting in a lapse of insurance coverage for Consumer K, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XII

107. All of the above paragraphs are incorporated herein as if set forth in full.

108. On or about July 1, 2014, a \$983.00 check payment from "Consumer L" was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage.

109. Respondent deposited the check on or about July 1, 2014, but failed to forward the premium to MetLife.

110. Consumer L's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

111. After learning that the premium had not been paid to MetLife and not been applied to Consumer L's homeowner's insurance coverage, on or about January 21, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer L the total premium paid in the amount of \$983.00.

112. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer L's homeowner's insurance coverage.

113. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

114. Respondent's failure to remit the premium received on behalf of Consumer L, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

115. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer L, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XIII

116. All of the above paragraphs are incorporated herein as if set forth in full.

117. On or about March 3, 2015, a \$370.00 check payment from "Consumer M" was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife automobile insurance coverage.

118. Respondent deposited the check on or about April 3, 2015, but failed to forward the premium to MetLife.

119. Consumer M's automobile insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

120. After learning that the premium had not been paid to MetLife and not been applied to Consumer M's automobile insurance coverage, on or about January 19, 2017, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer M the total premium paid in the amount of \$370.00.

121. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer M's automobile insurance coverage.

122. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

123. Respondent's failure to remit the premium received on behalf of Consumer M, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

124. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer M, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XIV

125. All of the above paragraphs are incorporated herein as if set forth in full.

126. On or about August 25, 2015, a \$367.00 check payment from Idaho Housing and Finance Assn. was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer N."

127. Respondent deposited the check on or about September 4, 2015, but failed to forward the premium to MetLife.

128. Consumer N's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

129. After learning that the premium had not been paid to MetLife and not been applied to Consumer N's homeowner's insurance coverage, on or about August 23, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer N the total premium paid in the amount of \$367.00.

130. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer N's homeowner's insurance coverage.

131. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

132. Respondent's failure to remit the premium received on behalf of Consumer N, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

133. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer N, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XV

134. All of the above paragraphs are incorporated herein as if set forth in full.

135. On or about March 3, 2015, a \$203.00 check payment from AmeriTitle was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer O."

136. Respondent deposited the check on or about March 17, 2015, but failed to forward the premium to MetLife.

137. Consumer O's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

138. After learning that the premium had not been paid to MetLife and not been applied to Consumer O's homeowner's insurance coverage, on or about March 14, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer O the total premium paid in the amount of \$203.00.

139. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer O's homeowner's insurance coverage.

140. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

141. Respondent's failure to remit the premium received on behalf of Consumer O, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

142. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer O, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XVI

143. All of the above paragraphs are incorporated herein as if set forth in full.

144. On or about December 22, 2014, a \$397.00 check payment from ISU Credit Union was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer P."

145. Respondent deposited the check on or about December 31, 2014, but failed to forward the premium to MetLife.

146. Consumer P's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

147. After learning that the premium had not been paid to MetLife and not been applied to Consumer P's homeowner's insurance coverage, on or about May 12, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer P the total premium paid in the amount of \$397.00.

148. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer P's homeowner's insurance coverage.

149. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

150. Respondent's failure to remit the premium received on behalf of Consumer P, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

151. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer P, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XVII

152. All of the above paragraphs are incorporated herein as if set forth in full.

153. On or about May 26, 2015, a \$589.00 check payment from Guild Mortgage Company was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer Q."

154. Respondent deposited the check on or about May 28, 2015, but failed to forward the premium to MetLife.

155. Consumer Q's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

156. After learning that the premium had not been paid to MetLife and not been applied to Consumer Q's homeowner's insurance coverage, on or about May 12, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer Q the total premium paid in the amount of \$589.00.

157. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer Q's homeowner's insurance coverage.

158. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

159. Respondent's failure to remit the premium received on behalf of Consumer Q, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

160. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer Q, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XVIII

161. All of the above paragraphs are incorporated herein as if set forth in full.

162. On or about September 29, 2015, a \$390.00 check payment from Stewart Title Co. was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer R."

163. Respondent deposited the check on or about October 6, 2015, but failed to forward the premium to MetLife.

164. Consumer R's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

165. After learning that the premium had not been paid to MetLife and not been applied to Consumer R's homeowner's insurance coverage, on or about January 13, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer R the total premium paid in the amount of \$390.00.

166. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer R's homeowner's insurance coverage.

167. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

168. Respondent's failure to remit the premium received on behalf of Consumer R, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation

of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

169. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer R, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XIX

170. All of the above paragraphs are incorporated herein as if set forth in full.

171. On or about October 30, 2015, a \$790.00 check payment from Alliance Title and Escrow was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer S."

172. Respondent deposited the check on or about November 19, 2015, but failed to forward the premium to MetLife.

173. Consumer S's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

174. After learning that the premium had not been paid to MetLife and not been applied to Consumer S's homeowner's insurance coverage, on or about February 1, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer S the total premium paid in the amount of \$790.00.

175. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer S's homeowner's insurance coverage.

176. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

177. Respondent's failure to remit the premium received on behalf of Consumer S, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

178. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer S, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XX

179. All of the above paragraphs are incorporated herein as if set forth in full.

180. On or about December 12, 2014, a \$750.00 check payment from Alliance Title and Escrow was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer T."

181. Respondent deposited the check on or about December 19, 2014, but failed to remit the premium to MetLife.

182. Consumer T's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

183. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer T's homeowner's insurance coverage.

184. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

185. Respondent's failure to remit the premium received on behalf of Consumer T, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

186. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer T, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XXI

187. All of the above paragraphs are incorporated herein as if set forth in full.

188. On or about June 17, 2015, an \$803.00 check payment from "Consumer U" was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage.

189. Respondent deposited the check on or about July 8, 2015, but failed to forward the premium to MetLife.

190. Consumer U's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

191. After learning that the premium had not been paid to MetLife and not been applied to Consumer U's homeowner's insurance coverage, on or about October 11, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer U the total premium paid in the amount of \$803.00.

192. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer U's homeowner's insurance coverage.

193. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

194. Respondent's failure to remit the premium received on behalf of Consumer U, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

195. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer U, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

COUNT XXII

196. All of the above paragraphs are incorporated herein as if set forth in full.

197. On or about April 9, 2015, a \$442.00 check payment from Pioneer Title Co. was tendered to Respondent at the offices of Sound Insurance Agency as premium for MetLife homeowner's insurance coverage on behalf of "Consumer V."

198. Respondent deposited the check on or about April 15, 2015, but failed to forward the premium to MetLife.

199. Consumer V's homeowner's insurance coverage lapsed due to Respondent's failure to remit the premium to MetLife.

200. After learning that the premium had not been paid to MetLife and not been applied to Consumer V's homeowner's insurance coverage, on or about August 23, 2016, Crop USA's head office in Lewiston, Idaho, reimbursed Consumer V the total premium paid in the amount of \$442.00.

201. The funds received or collected by Respondent in the form of premium are trust funds and were received by Respondent in a fiduciary capacity. It was Respondent's duty to remit the premium to MetLife for Consumer V's homeowner's insurance coverage.

202. It is Respondent's duty according to IDAPA 18.01.10.022.01 to remit premiums directly to an insurer within the time period as set forth in the terms and conditions as required by the insurer, or if not specified, within fourteen (14) days of receipt.

203. Respondent's failure to remit the premium received on behalf of Consumer V, as alleged herein, is a breach of Respondent's fiduciary duty and is contrary to the requirements set forth in section 41-1024, Idaho Code, and in IDAPA 18.01.10.022.01, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty, pursuant to section 41-1016(1)(b), Idaho Code.

204. Respondent's failure to remit the premium as alleged herein to MetLife, resulting in a lapse of insurance coverage for Consumer V, is a violation of section 41-1016(1)(h), Idaho Code, giving the Department cause to seek revocation of Respondent's license and imposition of a monetary penalty.

PRAYER FOR RELIEF

The Idaho Department of Insurance prays for relief as follows:

1. For a finding that Respondent violated section 41-1024, Idaho Code, on twenty-two (22) separate occasions, as alleged herein in Counts I through XXII;
2. For a finding that Respondent violated IDAPA Rule 18.01.10.022.01.
3. For a finding that Respondent violated section 41-1016(1)(h), Idaho Code, on twenty-three (23) separate occasions, as alleged herein in Counts I through XXII;
4. For an order revoking Idaho Resident Producer License No. 51629 issued to MISTY LYNN ADAMS and providing, in accordance with section 41-1026(3), Idaho Code, that Respondent shall not be issued any new license under title 41, Idaho Code, for a period of five (5) years, after


which Respondent must petition and show good cause why the prior revocation should not be deemed a bar to the issuance of a new license;

5. For an order imposing an administrative penalty in the amount of \$1,000.00 per violation in such total number as shall be proven at hearing or, in the event of default, in the amount of Forty-six Thousand Dollars (\$46,000.00); and,

6. For such other relief that is deemed just under the circumstances.

DATED this 5th day of October, 2017.

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read "John C. Keenan", is written over a horizontal line.

JOHN C. KEENAN
Deputy Attorney General

VERIFICATION

STATE OF IDAHO)
 : ss.
County of Ada)

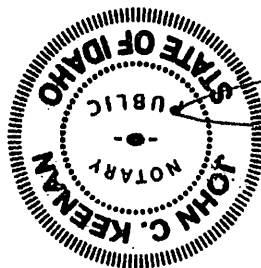
ELAINE MELLON, Consumer Services Bureau Chief, Department of Insurance, State of Idaho, being first duly sworn, deposes and says:

I have read the foregoing Complaint and know the contents thereof and the same are true to the best of my knowledge and belief.

Dated this 5 day of October, 2017.

Elaine Mellon
ELAINE MELLON

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public for the state of Idaho, this 5th day of October, 2017.



[Signature]
Notary Public for Idaho
My Commission Expires 30 October 2019

NOTICE OF RIGHT TO A HEARING

THE RESPONDENT IS HEREBY NOTIFIED, pursuant to Idaho Code § 41-232A(2), that a written request for a hearing must be filed and served upon the Department within twenty-one (21) days after service of this Complaint. Failure to file and serve a written request for a hearing upon the Department within the twenty-one (21) day time period shall be deemed a waiver of the opportunity for a hearing and to contest the allegations in the Complaint, pursuant to Idaho Code § 41-232A(2).


Any written request for a hearing shall be served on the Director of the Idaho Department of Insurance, addressed as follows:

Dean L. Cameron, Director
Idaho Department of Insurance
P.O. Box 83720
Boise, ID 83720-0043

A copy shall also be provided to the Department's counsel in this matter, John C. Keenan, Deputy Attorney General, at the following address:

John C. Keenan
Deputy Attorney General
Idaho Department of Insurance
P.O. Box 83720
Boise, ID 83720-0043

In lieu of holding a hearing, this matter may be resolved by negotiation, stipulation, agreed settlement, or consent order, pursuant to Idaho Code § 67-5241. Should you wish to discuss this matter, please contact the undersigned deputy attorney general.


John C. Keenan

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of October, 2017, I caused a true and correct copy of the foregoing VERIFIED COMPLAINT AND NOTICE OF RIGHT TO HEARING to be served upon the following by the designated means:

Misty Lynn Adams
Allstate Insurance
2539 Channing Way, Ste. 100
Idaho Falls, ID 83404-7558

☒ first class mail
☐ certified mail
☐ hand delivery

Misty Lynn Adams
2184 Channing Way, Ste. 262
Idaho Falls, ID 83404-8034

☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Fire and Casualty Insurance Company
2775 Sanders Road
Northbrook, IL 60062-6127

☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Indemnity Company
2775 Sanders Road
Northbrook, IL 60062-6127

☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Insurance Company
2775 Sanders Road
Northbrook, IL 60062-6127

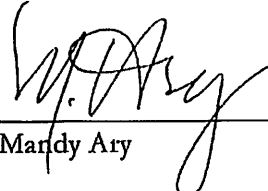
☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Property and Casualty Insurance Company
2775 Sanders Road
Northbrook, IL 60062-6127

☒ first class mail
☐ certified mail
☐ hand delivery

Allstate Vehicle and Property Insurance Company
2775 Sanders Road
Northbrook, IL 60062-6127

☒ first class mail
☐ certified mail
☐ hand delivery



Mandy Ary