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Attorneys for the Department of Insurance

# BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE

#### STATE OF IDAHO

In the Matter of the Application for Idaho Resident Insurance Producer License of:

JULIE ANN BUTTERFIELD,

Applicant.

Docket No. 18-3476-18

STIPULATION AND ORDER FOR ISSUANCE OF PRODUCER LICENSE

### **STIPULATION**

COME NOW the Idaho Department of Insurance ("Department") and Julie Ann Butterfield ("BUTTERFIELD") and do hereby stipulate and agree as follows:

- The Director of the Department has jurisdiction over this matter pursuant to title
   Idaho Code.
- 2. On or about March 15, 2018, the Department received from BUTTERFIELD an application for an Idaho Resident Insurance Producer License ("Application").

- 3. BUTTERFIELD disclosed and provided documentation with her Application, and in subsequent communication with the Department, indicating that she is the subject of a judgment for court costs and fines payable to the State of Idaho ("Judgment"). Such Judgment resulted from an Order of Unsatisfactory Discharge from Probation and Judgment entered against BUTTERFIELD on May 31, 2006, in the Seventh Judicial District of Idaho, County of Bonneville, in Case No. CR-99-2255, in the amount of \$9,661.75. BUTTERFIELD provided to the Department documentation demonstrating that, as of February 27, 2018, the balance of the Judgment is \$2,813.02.
- 4. BUTTERFIELD is currently employed by Blue Cross of Idaho, an insurer duly authorized to transact insurance in the state of Idaho.
- 5. Upon review of BUTTERFIELD's Application and related documents provided to the Department, the Department is willing to issue a resident insurance producer license to BUTTERFIELD on a provisional basis, subject to the following terms and conditions:
  - a. BUTTERFIELD agrees that, no later than six (6) months after entry of the Order herein, and continuing every six (6) months thereafter until such time as the Judgment is paid in full, BUTTERFIELD shall report and provide documentation to the Department demonstrating that she is current in her payments on the Judgment and reflecting the outstanding balance owed on the Judgment.
  - b. BUTTERFIELD agrees that she shall report in writing to the Department's
    Licensing Section any change in her employment status or employer within ten
    (10) days of such change.
  - c. The parties agree that BUTTERFIELD's failure to report as herein required or her failure to remain current in her payments on the Judgment shall result in

immediate revocation of BUTTERFIELD's resident insurance producer license without prior notice or hearing.

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

7. Before executing this Stipulation, the parties have had the opportunity to review this Stipulation with their respective attorneys and to seek appropriate advice and counsel relating to this Stipulation and Order.

8. The parties waive their right to notice and hearing at which they may be represented by counsel, present evidence and examine witnesses. The parties 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.

9. This Stipulation is subject to approval by the Director or the Director's designee, and shall become effective and binding upon the Department and BUTTERFIELD upon such approval. Should the Director decline to approve this Stipulation, the Department and BUTTERFIELD shall retain all of their rights, claims and/or defenses, and any factual and/or legal admissions made by BUTTERFIELD herein shall be withdrawn.

10. This Stipulation embodies the entire agreement between the Department and BUTTERFIELD, and there are no agreements, understandings, representations or warranties that are not expressly set forth herein.

AGREED THIS 16 day of April , 2018.

By: Julie ann Butterfield

STATE OF <u>Jaho</u>) ss. County of <u>Borneville</u>)

On this \_\_\_\_ day of April, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared JULIE ANN BUTTERFIELD, in her individual capacity, who executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public

My commission expires: Jan 12 202

BRIAN THORUP Notary Public State of Idaho

AGREED THIS day of \_\_\_\_\_\_, 2018.

By:

LISA TORDJMAN

Supervisor, Producer Licensing Idaho Department of Insurance

Approved as to Form:

STATE OF IDAHO

OFFICE OF ATTORNEY GENERAL

By: Judy L. Geier

Deputy Attorney General

Attorney for the Department of Insurance

BRIAN THORUP Notary Public State of Idano

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## FINAL ORDER

#### IT IS HEREBY ORDERED:

- 1. That the preceding Stipulation is approved and adopted in full as if set forth herein;
- 2. That the Department shall issue to JULIE ANN BUTTERFIELD an Idaho Resident Insurance Producer License in accordance with title 41, chapter 10, Idaho Code;
- 3. That, no later than six (6) months after entry of this Final Order, and continuing every six (6) months thereafter until such time as the Judgment against her is paid in full, JULIE ANN BUTTERFIELD shall report and provide documentation to the Department demonstrating that she is current in her payments on the Judgment and reflecting the outstanding balance owed on the Judgment;
- 4. That JULIE ANN BUTTERFIELD shall report in writing to the Department's Licensing Section any change in her employment status or employer within ten (10) days of such change; and
- 5. That JULIE ANN BUTTERFIELD's failure to report as ordered herein or her failure to remain current in her payments on the Judgment shall result in immediate revocation of JULIE ANN BUTTERFIELD's resident insurance producer license without prior notice or hearing.

DATED this 2 day of May, 2018.

STATE OF IDAHO DEPARTMENT OF INSURANCE

DEAN CAMERON

Director

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## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I have, on this _true and correct copy of the foregoing fully-ex ISSUANCE OF PRODUCER LICENSE to be smeans:	secuted STIPULATION AND	
Julie Ann Butterfield 246-1/2 W. 17 <sup>th</sup> Street Idaho Falls, ID 83402-4222	☐ first class mail☐ certified mail☐ hand delivery☐ via facsimile	I
Judy L. Geier Deputy Attorney General Idaho Department of Insurance 700 W. State Street, 3 <sup>rd</sup> Floor P.O. Box 83720 Boise, ID 83720-0043	first class mail certified mail hand delivery via facsimile	
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