

FILED
JUL 09 2019
Department of Insurance
State of Idaho

BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE
STATE OF IDAHO

IDAHO DEPARTMENT OF INSURANCE,

Complainant,

vs.

CASSANDRA AUNE, also known as CASSI
H. AUNE, an individual holding Idaho
Resident Producer License No. 76340,

Respondent.

Docket No. 18-3634-19

FINAL ORDER

This matter came before the Director of the Idaho Department of Insurance (“Director”) for an evidentiary hearing on May 24, 2019, at 9:00 a.m. at the Idaho Department of Insurance (“Department”) in Boise, Idaho. Michael Witry, Deputy Attorney General, appeared on behalf of the Department. Cassandra Aune (“Aune”) appeared and represented herself.

On April 17, 2019, the Department filed a Complaint alleging eleven violations of title 41, Idaho Code. In summary, the counts are: I) Aune violated Idaho Code sections 41-1016(1)(d) and (h) by improperly withholding the overpayment of B&W Taxi, LLC; II) Aune violated Idaho Code sections 41-1016(1)(d) and (h) and 41-1323(1) by failing to apply the premium payment of L.H.;

III) Aune violated Idaho Code sections 41-1016(1)(d) and (h) and 41-1323(1) by failing to apply the premium payment of K.I.; IV) Aune violated Idaho Code sections 41-1016(1)(d) and (h) and 41-1323(1) by failing to apply the premium payment of P.H.; V) Aune violated Idaho Code sections 41-1016(1)(d) and (h) and 41-1323(1) by failing to apply the premium payment of A.O.; VI – XI) Aune violated Idaho Code section 41-1024(1) by commingling trust funds with personal funds.

Aune did not provide an Answer, but requested a hearing in a filing received May 8, 2019. In her hearing request, she alleged that she did not receive the Complaint directly, but heard about it through one of the companies she works with. She questioned whether she had been properly served and if she had been denied due process. I address these issues below.

APPLICABLE LAW

Idaho Code section 41-1016 provides in relevant part:

(1) The director may impose an administrative penalty not to exceed one thousand dollars (\$1,000), for deposit in the general fund of the state of Idaho, and may suspend for not more than twelve (12) months or may revoke or refuse to issue or continue any license issued under this chapter, chapter 27, title 41, Idaho Code (title insurance), chapter 11, title 41, Idaho Code (adjusters), or chapter 12, title 41, Idaho Code (surplus lines brokers), if the director finds that as to the licensee or applicant any one (1) or more of the following causes or violations exist:

(b) Violating any provision of title 41, Idaho Code, department rule, subpoena or order of the director or of another state's insurance director;

(d) Improperly withholding, misappropriating or converting any moneys or properties received in the course of doing insurance business;

(h) Using 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 this state or elsewhere;

Idaho Code section 41-1323(1) provides:

No person shall wilfully collect any sum as premium or charge for insurance, which insurance is not then provided or is not in due course to be provided (subject to acceptance of the risk by the insurer) by an insurance policy issued by an insurer as authorized by this code.

Idaho Code section 41-1024(1) provides:

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 applicable regular course of business, account for and pay the same to the person entitled to the funds. The producer shall establish a separate account for funds belonging to others in order to avoid a commingling of such fiduciary funds with his own funds. The producer may deposit and commingle in such separate account all fiduciary funds so long as the amount of such deposit so held for all other persons is reasonably ascertainable from the records and accounts of the producer. A producer who duly collects and deposits funds into a sweep account maintained by or for the benefit of an applicable insurer shall not be deemed to be in violation of the fiduciary fund account requirement. The director may promulgate rules relating to accounting for and handling of fiduciary funds and the fiduciary fund account.

Idaho Code section 41-117 provides:

Each violation of this code for which a greater penalty is not provided by another provision of this code or by other applicable laws of this state, shall in addition to any applicable prescribed denial, suspension, or revocation of certificate of authority or license be punishable by an administrative penalty of not more than one thousand dollars (\$1,000) for any individual or natural person and not more than five thousand dollars (\$5,000) for any other person, imposed by the director, and upon conviction by a fine of not more than one thousand dollars (\$1,000) or by imprisonment in the county jail for a period not to exceed six (6) months, or by both such fine and imprisonment in the discretion of the court. Each instance of violation may be considered a separate offense.

Idaho Code section 41-1026(3) provides:

The director shall not issue a license under title 41, Idaho Code, to or as to any person whose license has been revoked or continuance refused until after the expiration of not less than one (1) year, to a maximum of five (5) years, from the date of such revocation or refusal, which time period shall be set forth in the final order, or, if judicial review of such revocation or refusal is sought, not less than one (1) year, to a maximum

of five (5) years, from the date of a final court order or decree affirming the revocation or refusal. If no time period is specified in the final order or final court order or decree, the time period shall be one (1) year. In the event the former licensee again files an application for a license under title 41, Idaho Code, the director may require the applicant to show good cause why the prior revocation or refusal to continue his license shall not be deemed a bar to the issuance of a new license.

PROCEDURAL BACKGROUND

At the hearing on May 24, 2019, the Department presented witness testimony and documentary evidence. Aune cross-examined the Department's witness, testified on her own behalf, and introduced exhibits.¹ Both parties were given until June 21, 2019 to supplement the record.

On June 18, 2019, the Department supplemented the record with audio recordings of interviews with consumer L.H. and with Aune. These interviews were not under oath and L.H. was not subject to cross-examination. Consequently, I have not given these recordings any weight in making my findings of fact and conclusions of law.

On June 21, 2019, Aune supplemented the record with additional unsworn factual argument but no additional documentation. Aune's supplemental argument was not given under oath, nor was it subject to cross-examination. Therefore, I have not given her supplemental factual arguments substantial weight in making my findings of fact and conclusions of law. Aune's supplement also provided additional citations to the record in support of her sworn testimony. Because the record is voluminous and detailed, I found these citations helpful in understanding the transactions at issue in the Complaint. Therefore, I have considered Aune's supplemental references. Where I give these references weight, I have cited to "Aune Supp, p. ____."

¹ The Notice of Hearing filed on May 10, 2019 ordered the parties to provide proposed exhibits to the opposing party and the Director no later than May 20, 2019. Aune did not comply with this order. Instead, she attempted to introduce exhibits at the hearing without prior disclosure. Because the Department did not object, Aune's exhibits were admitted into evidence.

SERVICE OF PROCESS AND DUE PROCESS

In her request for hearing and in her supplemental filing, Aune alleges that she did not receive the Complaint, but heard about it from a company or companies she works with, and she does not believe she has been properly served. She also alleges that she has been denied due process. I conclude that she has been properly served and due process has not been denied.

The Complaint was sent to Aune at the two addresses on record with the Department. It is Aune's legal obligation to keep her contact information accurate. Idaho Code section 41-1008(6). Notice of a hearing may be given by mail addressed to the address of last record in the Department. Idaho Code section 41-212(3)(b). Service is deemed complete when deposited in the mail. Idaho Code section 41-212(4). I conclude, therefore, that service was proper.

Moreover, Aune did ultimately receive notice of the Complaint and was able to file a timely request for hearing. The Notice of Hearing was sent to the P.O. box address that Aune provided in her hearing request. Lastly, Aune appeared and fully participated in the hearing. I conclude that Aune's due process rights were not prejudiced.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

COUNT I

In general, Count I alleges that Aune improperly retained \$448.00 in overpayment funds that should have been refunded to B&W Taxi ("B&W"). The Department's evidence regarding Count I was frequently conflicting and confusing. In some cases, the evidence did not match the allegations in the Complaint. I will consider each of these problems in turn, before making findings of fact and conclusions of law.

First, although the Complaint alleges that Aune did not deposit the overpayment in her fiduciary account, the Department's evidence (Aune's bank statements) shows that she deposited

the entire \$6,500 into her fiduciary account (account ending in 0359) on July 23, 2015. Exhibit 4 at page DOI99. I find that the Department did not prove this allegation. Aune did deposit the entire \$6,500 in her fiduciary account. Nonetheless, this allegation was not material to the Department's charge that Aune violated Idaho Code section 41-1016(1)(d) and (h). Consequently, the Department's error is not fatal to Count I.

Next, the Complaint states that the down payment for the B&W policy was \$3,771.40. The evidence presented at the hearing, however, was that the premium down payment required by the financing company, Premium Assignment Corporation was \$6,052.00.² Exhibit 9 at page DOI163 and DOI165. No exhibit established a *required* down payment of \$3,771.40. The Department's witness testified that his investigative report, which was not an exhibit, explained how the \$3,771.40 figure was arrived at. He further stated that a page was missing from Exhibit 9 that would have supported the \$3771.40 figure. The Department did not supplement the record with such documentation.

On the other hand, the evidence did establish that on July 23, 2015, Aune wrote a check to KF&B for \$3,771.40. Exhibit 9 at page DOI162. The Department's possible mischaracterization of this check as a "down payment" is not material to the charges that Aune violated Idaho Code section 41-1016(1)(d) and (h). I find that, although the required down payment for the financing company was \$6,052.00, Aune *actually* paid \$3,771.40 to KF&B on behalf of B&W.

Lastly, the Complaint states that Aune's commission was \$2,280.60, whereas the testimony presented at the hearing was that the commission was \$2,022.23. Tr. 47:12-16. It appears that the Department's witness may have confused the "payment amount" on Exhibit 9

² The Complaint erroneously states that B&W entered into a financing agreement with "Aune's company." Aune does not appear to be involved with Premium Assignment Corporation. This error is immaterial.

with the commission amount, which is not in any of the exhibits. Exhibit 9 shows that the total premium was \$22,806.00. I take administrative notice of the fact that \$2,280.60 is ten percent of \$22,806.00, which lends substantial support for a finding that Aune's commission was \$2,280.60. As further support for these findings, I note that Ms. Aune agreed with these figures. Tr. 87:5-10.

In conclusion, having considered all of the evidence, I find that:

- 1) Aune received \$6,500 from B&W, which she deposited into her fiduciary account on July 23, 2015;
- 2) Aune actually paid \$3,771.40 to KF&B; and
- 3) Aune's commission for the B&W transaction was \$2,280.60.

Based on these figures, B&W overpaid Aune \$448.00. Aune testified that she did not forward this difference to KF&B or to Premium Assignment Corporation. Tr 84:24-85:7. Nor did she refund the difference to B&W.

Aune testified that she retained the difference but did not charge B&W for future commissions. Tr: 84: 24-85:7. Aune did not present any evidence supporting her contention that the overpayment of \$448.00 was credited toward B&W for future commissions. I do not find this explanation credible. Aune also testified that the difference was to be applied to other endorsements on B&W's policy. Tr. 78:6-14. The evidence showed that the insurer named Wesco issued an endorsement effective November 2, 2015, for an additional \$1,304 premium. Exhibit 9 at page DOI167. Aune did not present any evidence, however, that she paid Wesco or KF&B for such endorsements. Therefore, I do not find her explanation credible.

I conclude that Aune violated Idaho Code section 41-1016(1)(d) by withholding the \$448.00 overpayment. The Complaint also alleges that Aune's withholding of the \$448.00

violated Idaho Code section 41-1016(1)(h). I conclude that, although Aune's practices did not rise to the level of fraudulent or dishonest practices, her accounting practices were certainly "untrustworthy" and "incompetent" as proscribed by Idaho Code section 41-1016(1)(h).

COUNT II

Count II alleges that Aune improperly converted and failed to transmit funds that consumer L.H. paid to Aune as premium. The Department presented evidence that MetLife received \$70.64 from Aune on July 31, 2015, as a premium down payment for L.H.'s policy. Exhibit 5. On August 7, 2015, however, the \$70.64 payment was rejected for insufficient funds. Exhibit 4 at page DOI101; Exhibit 5. Therefore, it appears that Aune did, at least on paper, "transmit" \$70.64 to MetLife, contrary to the assertion in the Complaint, even if the funds were later rescinded by Aune's bank. Based on these facts, I do not find a violation of 41-1016(1)(h) as alleged.

Aune testified that she refunded \$40.00 to L.H. by check dated September 20, 2015, and the rest in cash. Tr. 88:21-89:23. Exhibit 3 at page DOI76 is a photocopy of check #3125 from Aune to L.H. for \$40.00 dated September 20, 2015. Aune's bank statement shows that check #3125 was paid. DOI27. I find it credible that the September 20, 2015 check was a partial refund from Aune. Aune did not produce at hearing or afterward a receipt or any other evidence of a partial cash refund, as would be the expected custom for a cash business transaction. I do not find it credible that Aune refunded the remainder in cash. I conclude that Aune's retention of \$30.64 in premium funds received from L.H. was an improper conversion under Idaho Code section 41-1016(1)(d).

The Department also alleges that Aune's retention of L.H.'s premium was a violation of Idaho Code section 41-1323(1), which prohibits the willful collection of sums as premium for

insurance, which is not then provided. Aune presented evidence that MetLife did, in fact, issue policy number 4670534350 to L.H, effective August 1, 2015. Exhibit A. Thus, MetLife did issue a policy to L.H., even if the policy was issued to L.H. after Aune's payment of \$70.64 was rejected, causing MetLife to cancel the original policy (number 9691715358), and L.H. to pay her own premium of \$124.00. Exhibit 5; Tr. 88:7-20. In light of all the circumstances surrounding this transaction, therefore, I cannot conclude that Aune retained the funds with the intention that insurance not be provided. She attempted to purchase a policy and the policy was ultimately issued. As a result, I conclude that this transaction did not violate Idaho Code section 41-1323(1).

COUNT III

Count III alleges that Aune retained a premium payment of \$88.64 from consumer K.I. for an auto policy from Progressive but did not purchase insurance and instead retained the \$88.64. Aune testified that the premium was \$42.60, not \$88.64. Tr. 91:2-4. In support, she introduced Exhibit B which contained an "Application for Insurance" for a Progressive policy for K.I. dated September 3, 2015, stating that the initial payment required was \$42.60, and a "Payment Receipt" for \$42.60. Exhibit 6 also shows that Progressive received a payment on this policy for \$42.60 on September 3, 2015. Although the Department's witness testified that he did not believe Progressive issued a policy to K.I., Exhibit B includes ID cards and a certificate of insurance showing the Progressive policy was in effect September 3, 2015. Exhibit 6 shows that the policy was cancelled on December 15, 2015, indicating that a policy was, in fact, issued.

I find persuasive Aune's evidence that she paid Progressive \$42.60 for K.I.'s policy and that a policy was issued. I conclude that the Department did not establish that Aune violated

Idaho Code Section 41-1016(1)(d), Idaho Code section 41-1016(1)(h), or Idaho Code section 41-1323(1), as alleged in Count III.

COUNT IV

Count IV alleges that Aune deposited consumer P.H.'s \$89.00 premium check to Aune's own personal account, and did not purchase a policy for P.H. The Department introduced evidence of a check dated November 13, 2015, from P.H. to Aune with the notation "David's ins. 2 mo." Exhibit 3 at page 77. The Department's witness testified that he interviewed P.H. who told him the check was for insurance for P.H.'s family member. Tr. 44:23-45:4. Aune testified that she put the check in her personal account, not her fiduciary account, because the insurance company required her to pay with a debit card, which she did not have for her fiduciary account. Tr. 93:24-94:11. Thus, it is uncontested that Aune deposited fiduciary funds into her own personal account.

Aune further testified that she purchased a policy for P.H.'s family member and paid a premium of \$71.00, and introduced a check and confirmation code into evidence. Tr. 93:24-94:11; Exhibit C. Thus, I find that, contrary to the Department's allegations, Aune did purchase a policy for P.H. As a result, I do not find a violation of Idaho Code section 41-1323(1).

Aune acknowledged that, after her unsuccessful attempts to contact P.H. to issue a refund for the difference between the initial payment and the actual premium, Aune kept the difference. Tr. 93:24-95:10; Aune Supp, p. 2. Therefore, although Aune did purchase a policy, she also retained client funds without justification. This is a violation of Idaho Code sections 41-1016(1)(d) and (h).

COUNT V

Count V alleges that consumer A.O. “purchased a Progressive auto policy through Aune,” and gave Aune \$403.00 as premium but that Aune did not purchase the policy and did not refund the \$403.00 to A.O. On the consumer complaint form, A.O lists the “date loss occurred” as November 18, 2015. Exhibit 1. The Department did not provide evidence of Aune having received the \$403.00 from A.O., nor have I located a \$403.00 deposit into either of Aune’s accounts around November 2015. But, Aune does not contend that she did not receive it. In fact, she conceded that she did not refund it to A.O. Tr. 96:6-12; Aune Supp, p. 2. The inquiry cannot end there, though. The Department’s evidence is conflicting as to whether Aune purchased - and Progressive issued - the policy. This is relevant, as I discuss below, to the question of who should have issued the \$403.00 refund – Progressive or Aune.

In contrast to the Complaint, the Department’s witness testified that the Progressive policy “was not activated,” and that A.O. “received a notice that his policy was rescinded as of the date that he originally purchased his policy with Ms. Aune.” Tr. 19-20. “Rescission” suggests that a policy was issued but later cancelled. A.O.’s consumer complaint form, on the other hand, states, “I paid to the agent cash \$403.00 and she gave me receipt but mony [sic] never come to the Progressive and I lost the insurance.” Further confusing the matter, Aune testified that she did purchase the Progressive policy for A.O., but the policy was cancelled when A.O. failed to provide information that Progressive required. Tr. 95:22-96:5; Aune Supp, p. 2. Although Aune indicated that she had the policy with her at the hearing and read from the purported emails from Progressive to A.O asking for additional information, she did not introduce those documents into evidence. Tr. 95:22-96:5.

When asked about the \$403.00 at the hearing, the following exchange occurred:

HEARING OFFICER CAMERON: So what happened with the \$403?

MS. AUNE: He was supposed to be issued a refund and never was.

HEARING OFFICER CAMERON: So you still have it.

MS. AUNE: Yeah. It was never issued.

Tr. 96:6-12. This testimony is ambiguous. It is not clear who Aune is asserting should have issued the refund – her or Progressive. On the one hand, if, as Aune testified, Progressive did issue the policy, arguably it only would have done so after receiving the premium payment. If so, Progressive, and not Aune, should have issued the refund. On the other hand, Aune conceded that she “still [has] it,” strongly suggesting that she did not pay Progressive and still has the \$403.00. Additionally, although not presented as part of the Department’s case, my review of the evidence shows that Aune’s fiduciary account statement shows two apparent unsuccessful attempts by Progressive to withdraw the \$403.00 on November 20, 2015, and on November 25, 2015. Exhibit 4 at p. DOI110. This, combined with Aune’s admission that she “still has it,” supports a finding that Progressive did issue the policy in expectation of payment from Aune, and that Aune did not pay Progressive. The Department did not establish a violation of Idaho Code section 41-1323(1).

In light of all the foregoing evidence, I find that Aune did receive \$403.00 from A.O., but did not pay \$403.00 to Progressive. Nor did she refund the \$403.00 to A.O. Aune asserted that she did purchase a policy but Progressive cancelled the policy due to A.O.’s failure to provide information. Tr. 94:22-96:5. Even if true, that does not excuse her retention of the \$403.00 when the policy was cancelled. This is a violation of Idaho Code sections 41-1016(1)(d) and (h).

COUNTS VI-XI

Counts VI-XI allege that, on September 4, 2015, twice on September 12, 2015, September 17, 2015, October 21, 2015, and October 22, 2015, respectively, Aune commingled funds held in trust for third parties with her own personal funds. The Department introduced

Idaho Central Credit Union (“ICCU”) account records showing transfers from Aune’s ICCU fiduciary account (ending in 0359) to her personal savings and checking accounts on the dates in question (ending in 4102). Exhibit 3 at pages DOI26, DOI27, DOI142³, DOI29, DOI31. Aune testified that each of those transfers were commission payments, which she was entitled to transfer into her personal account. Tr. 96:18-21. Aune also provided somewhat cryptic responses to each of these counts in her supplemental filing. For the most part, I am unable to discern her arguments, with the exception of her responses to Count VI and XI.

Regarding Count VI, Aune’s supplement states that the September 4, 2015 transfer was a commission. Aune Supp, p.2. She points to the August 31, 2015 check from Consolidated Agency Partners Inc. for \$148.70, (Exhibit 4, DOI121) and asserts that her transfer of \$100.00 into her personal account was a portion of this commission. Exhibit 3, p. DOI26. I find this assertion plausible. Therefore, I conclude that the September 4, 2015 transfer was not an impermissible commingling.

Regarding Count XI, Aune’s supplement asserts that she deposited a commission check from Consolidated Agency Partners Inc. for \$265.65 dated October 14, 2015 (Exhibit 4, DOI127) into her fiduciary account on October 21, 2015 (Exhibit 4, DOI107), and transferred \$300.00 into her personal account on the same day (Exhibit 3, DOI31), then subsequently transferred \$150.00 back into her fiduciary account on October 24, 2015 (Exhibit 4, DOI107). Though not expressly articulated, Aune’s supplemental filing implies that the October 21, 2015 transfer of \$300 was a commission check, to which she was entitled. This explanation does not add up, however, because the commission check was for \$34.35 *less* than the \$300 transfer,

³ The Department did not provide testimony about this particular transaction or this page of Exhibit 4. Nonetheless, Exhibit 4 was admitted without objection and page DOI142 on its face supports the allegation in Count VIII. Therefore, I find that the evidence in the record supports the allegation in Count VIII.

meaning that she commingled \$34.35 of fiduciary funds with her personal funds. Consequently, I conclude that the October 21, 2015 transaction was an impermissible commingling of funds.

Regarding the remainder of her supplemental filing on these counts, it is not the Director's job to piece together Aune's ambiguous statements or to comb through the record in search of support for these vague statements. I find the remainder of her supplemental filing unavailing.

CONCLUSION

In conclusion, the Department has established one or more of the violations alleged in each of Counts I, II, IV, V, VII, VIII, IX, X, and XI. Although the Department failed to establish some of the violations that it alleged, it is not because Aune's records, record keeping and explanation were the model of clarity. Frankly, Ms. Aune's record keeping and insurance business processes are a mess and almost completely reliant on her memory, which was not always convincing or flawless. Clearly, Ms. Aune's finances contributed to poor decisions, comingling of funds, and lack of follow-through among other failings. I, therefore must conclude that Ms. Aune should not retain her license.

AUNE'S ADMISSIONS AND RESTITUTION

Aune has admitted that, in general, she had commingled funds but that she has "fixed the problem" by closing her fiduciary account and no longer taking cash from clients. Tr. 105:22-106:6. I applaud Aune's willingness to admit her errors and her stated commitment to taking steps to avoid problems in the future. Aune also states in her supplemental filing that (apparently after the hearing), she issued refunds to P.H. (Count IV) and A.O (Count V) via money order. I accept Aune's assertions that she refunded these two consumers. I have taken these factors into account in issuing my final order.

FINAL ORDER

THEREFORE, IT IS HEREBY ORDERED that Aune's Resident Producer License No. 76340 is REVOKED;

IT IS FURTHER ORDERED that, pursuant to Idaho Code section 41-1027(1), Aune shall immediately return Resident Producer License No. 76340 to the Idaho Department of Insurance, P.O. Box 83720, Boise, ID 83720-0043;

IT IS FURTHER ORDERED that Aune shall pay the administrative penalty of \$1,000 for each Count proven in full, for a total of \$6,000.00;

IT IS FURTHER ORDERED that this penalty shall be suspended unless and until Aune seeks a new license; and

IT IS FURTHER ORDERED that, in accordance with Idaho Code section 41-1026(3), Aune shall not be issued a new license for a period of five years, after which time, if Aune seeks a new license, she must petition and show good cause why the prior revocation shall not be deemed a bar to the issuance of a new license, and she must pay all outstanding administrative penalties.

DATED this 9 day of July, 2019.

STATE OF IDAHO
DEPARTMENT OF INSURANCE


DEAN L. CAMERON
Director

NOTIFICATION OF RIGHTS

This Order constitutes a final order of the Director and is effective immediately. 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 motion for reconsideration within twenty-one (21) days of its receipt, or the motion 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 or orders previously issued in this case may file a petition for judicial review in the district court of the county in which:

- i. A hearing was held;
- ii. The final agency action was taken;
- iii. The party seeking review of the order resides, or operates its principal place of business in Idaho; or
- iv. The real property or personal property that was the subject of the agency action is located.

A petition for judicial review must be filed within twenty-eight (28) days of: (a) the service date of this final order, (b) the service of an order denying motion for reconsideration, or (c) the failure within twenty-one (21) days to grant or deny a motion for reconsideration, whichever is later. See Idaho Code § 67-5273. The filing of a petition for judicial review does not itself stay the effectiveness or enforcement of the order under appeal. Idaho Code § 67-5274.

NOTICE REGARDING REPORTABLE PROCEEDINGS

The foregoing 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 as to which the Respondent is actively appointed. This information will be reported to the National

Association of Insurance Commissioners (NAIC) and will appear in the online searchable database of the Idaho Department of Insurance. The Respondent should be aware that this proceeding must be disclosed on any insurance license application and must be reported to any and all states in which the Respondent holds an insurance license.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on this 9th day of July, 2019, I caused a true and correct copy of the foregoing FINAL ORDER to be served upon the following by the designated means:

Cassandra Aune
P.O. Box 705
Star, ID 83669

☒ first class mail
☐ certified mail
☐ hand delivery

American Modern Home Insurance Co.
7000 Midland Blvd.
Amelia, OH 45102-2607

☒ first class mail
☐ certified mail
☐ hand delivery

American Modern Prop. & Cas. Ins. Co.
P.O. Box 5323
Cincinnati, OH 45201-5323

☒ first class mail
☐ certified mail
☐ hand delivery

Blue Cross of Idaho Health Service, Inc.
3000 Pine Avenue
Meridian, ID 83642

☒ first class mail
☐ certified mail
☐ hand delivery

Idaho State Insurance Fund
1215 W. State Street
Boise, ID 83702

☒ first class mail
☐ certified mail
☐ hand delivery

Lincoln National Life Insurance Company
1300 South Clinton Street
Fort Wayne, IN 46802

☒ first class mail
☐ certified mail
☐ hand delivery

Montana Health Cooperative
P.O. Box 5358
Helena, MT 59604-5358

☒ first class mail
☐ certified mail
☐ hand delivery

North American Co. for Life and Health Ins.
One Sammons Plaza
Sioux Falls, SD 57193

☒ first class mail
☐ certified mail
☐ hand delivery

Principal Life Insurance Company
711 High Street
Des Moines, IA 50392-2300

☒ first class mail
☐ certified mail
☐ hand delivery

Safeco Insurance Company of America
175 Berkeley Street
Boston, MA 02116

☒ first class mail
☐ certified mail
☐ hand delivery

Safeco Insurance Company of Illinois
175 Berkeley Street
Boston, MA 02116

☒ first class mail
☐ certified mail
☐ hand delivery

SelectHealth, Inc.
5381 S. Green Street
Murray, UT 84123-4661

☒ first class mail
☐ certified mail
☐ hand delivery

Time Insurance Company
501 West Michigan Street
Milwaukee, WI 53203

☒ first class mail
☐ certified mail
☐ hand delivery

Willamette Dental of Idaho, Inc.
6950 NE Campus Way
Hillsboro, OR 97124-5611

☒ first class mail
☐ certified mail
☐ hand delivery

The Ahbe Group
7167 S. Alton Way
Centennial, CO 80112-2112

☒ first class mail
☐ certified mail
☐ hand delivery

People's Financial Services, Inc.
119 E. Main
Emmett, ID 83617

☒ first class mail
☐ certified mail
☐ hand delivery

Michael Witry
Deputy Attorney General
Idaho Department of Insurance
700 W. State St., 3rd Floor
P.O. Box 83720
Boise, ID 83720-0043

☐ first class mail
☐ certified mail
☒ hand delivery

Attorney for the Department of Insurance


Pamela Murray