GARY D. JOSEPHSON #5299
Assistant Attorney General
SEAN D. REYES #7969
Attorney General
Attorneys for Utah Insurance Department
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PO Box 140874
Salt Lake City, UT 84114
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BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF UTAH

UTAH INSURANCE DEPARTMENT, Complainant, v. VANTAGE POINT TITLE AGENCY 28100 US 19 North #300 Clearwater, FL 33761 Utah License No. 326434 Respondent.	**STIPULATION AND ORDER** Docket No. 2015-053 PC Enf. Case No. 3614 Judge Mark E. Kleinfield Administrative Law Judge

STIPULATION

The Utah Insurance Department ("Department"), by and through its legal counsel, and Vantage Point title Agency ("Respondent"), hereby stipulate and agree as follows:

1. Respondent is an active ~~non~~-resident title insurance agency authorized to do business in the State of Utah under License No. 326434. Respondent's business address is 28100 US 19 North, #300, Clearwater, FL 33761.

2. The Department has jurisdiction over the parties and subject matter of this

administrative action.

3. Respondent acknowledges notice of agency action pursuant to Utah Code § 63G-4-210; acknowledges that this Stipulation and Order is an informal proceeding pursuant to Utah Code § 63G-4-202; and irrevocably waives the right to any hearing, review or appeal concerning this matter.

4. Respondent has the right to be represented by legal counsel and waives this right by either having sought the advice of legal counsel or by having voluntarily chosen not to do so.

5. This signed Stipulation and the signed and adopted Order by both the Commissioner and the Title and Escrow Commission, along with any Findings of Fact and Conclusions of Law, shall not be subject to any reconsideration, renegotiation, modification, hearing or agency review or appeal.

6. The Findings of Fact and Conclusions of Law presented below are accepted by the parties.

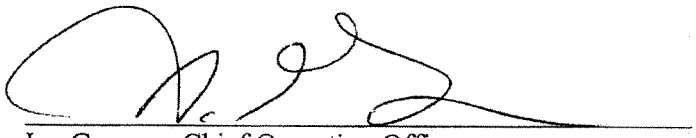
7. The issuance of the signed and adopted Order proposed below is solely for the purpose of disposing of the specific matter entitled herein.

8. The only promises, agreements and understandings that the parties have regarding this matter are contained in this Stipulation.

9. Respondent enters into this Stipulation voluntarily, knowingly, and free from any coercion of any kind.

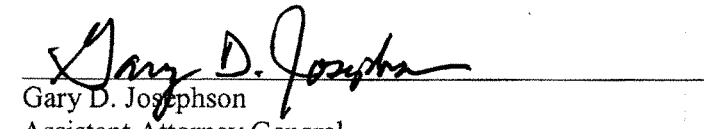
10. The persons signing this Stipulation on behalf of the named parties hereby affirm that they are authorized to sign and bind the parties.

Dated this 6 day of May, 2015.



Ian Gorman, Chief Operating Officer
VANTAGE POINT TITLE AGENCY

Dated this 6th day of May, 2015



Gary D. Josephson
Assistant Attorney General
UTAH INSURANCE DEPARTMENT

Based upon the foregoing Stipulation and Department file, the Presiding Officer makes the following Findings of Fact:

FINDINGS OF FACT

1. On November 6, 2014, the Department compiled a list of all title agencies who did not have rates filed with the Department. A review of SIRCON licensing and the Department files indicated that Respondent was first licensed in the Sate of Utah on September 17, 2009, but had never filed proposed escrow rates.

2. On November 12, 2014, a Department letter was sent to Respondent's Chief Operating Officer, Ian Gorman, advising him of the failure to file rates as required by Utah insurance law, and requesting a list of all closings conducted by Respondent between the dates of September 17, 2009 and November 12, 2014.

3. On November 28, 2014, Mr. Gorman provided a list indicating that 1,152 closings were conducted by Respondent between September 17, 2009 and November 12, 2014.

4. Mr. Gorman was cooperative during this investigation. On April, 8, 2015, Respondent agreed to an administrative forfeiture in the amount of $2,500.00.

Based upon the foregoing Stipulation and Findings of Fact, the Presiding Officer enters the following Conclusions of Law:

CONCLUSIONS OF LAW

1. Utah Code Section 31A-19a-209 requires every title agency doing business in Utah to file a schedule of escrow charges, and any changes thereto, with the Commissioner. Respondent was in violation of this provision for the period of September 17, 2009 through November 12, 2014 by conducting business without having filed escrow rates with the Commissioner.

2. An Administrative forfeiture of $2,500.00 is appropriate under the circumstances of this matter.

Based on the Findings and Fact and Conclusions of Law, the settlement agreement appears reasonable.

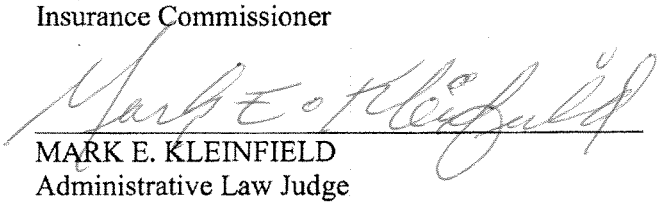
RECOMMENDED ORDER

IT IS RECOMMENDED THAT THE TITLE AND ESCROW COMMISSION IMPOSE THE FOLLOWING PENALTY:

Respondent shall pay an administrative forfeiture in the amount of $2,500 to the Department within 30 days of the date of the signed Order.

DATED this 6 day of May, 2015.

TODD E. KISER
Insurance Commissioner

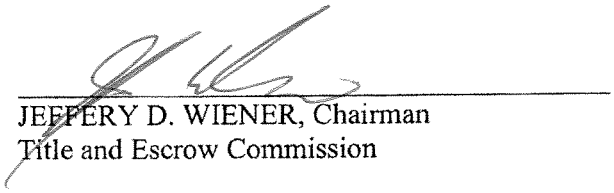


MARK E. KLEINFIELD
Administrative Law Judge
Utah Insurance Department

ADOPTION OF RECOMMENDED ORDER AND IMPOSITION OF PENALTY

By a vote of 5 to 0, taken in open meeting on this date, the Title and Escrow Commission hereby adopts the recommended order of the presiding officer and imposes the penalty recommended above.

DATED this 11 day of May, 2015.



JEFFERY D. WIENER, Chairman
Title and Escrow Commission

NOTIFICATION TO RESPONDENT

You are hereby notified that a failure to obey an Order of the Commissioner may subject you to further penalties, including forfeitures of up to $5,000 per violation and the suspension or revocation of your license and the filing of an action in district court, which may impose forfeitures of up to $10,000 per day for continued violation.

You are further notified that other jurisdictions in which you may be licensed may require that you report this action to them.

COMMISSIONER CONCURRENCE

WITH COMMISSION IMPOSED PENALTIES

The Commissioner of the Utah Insurance Department hereby concurs with the above and forgoing Utah Title and Escrow Commission imposed penalties in the present adjudicative proceedings.

Dated this 11 day of May, 2015.

TODD E. KISER,
Commissioner,
Utah Insurance Department,
BY: Mark E. Kleinfield

Mark E. Kleinfield
Administrative Law Judge

CERTIFICATE OF MAILING

The undersigned hereby certifies that on this date, a true and correct copy of the foregoing **STIPULATION AND ORDER** were mailed, postage prepaid, to the following:

DATED this 11th day of May, 2015.

VANTAGE POINT TITLE AGENCY
IAN GORMAN, CHIEF OPERATING OFFICER
28100 US 19 NORTH #300
CLEARWATER, FL 33761

Linda Hardy

LINDA HARDY
UTAH INSURANCE DEPARTMENT
STATE OFFICE BUILDING, ROOM 3110
SALT LAKE CITY, UT 84114-6901

State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Insurance Department

UTAH
Invoice - Original

VANTAGE POINT TITLE AGENCY
480 E WINCHESTER
SUITE 150
MURRAY UT 84107

Printed Date: May 11, 2015
Invoice Date: May 11, 2015
Balance Due: $2,500.00
Due Date: June 10, 2015
Invoice ID: 767273
Payor ID: 161851

Date	Item Description	Amount	
05-11-2015	Monetary Penalty Agency	$2,500.00	E-Case 3614 Docket # 2015-053 PC

No Adjustments

No Payments

Balance Amount Due $2,500.00

UTAH
Invoice - Original

Make check payable to: Utah Insurance Department
Send payment to:
Utah Insurance Department
3110 State Office Building
Salt Lake City, UT 84114-6901

Invoice Date: May 11, 2015
Balance Due: $2,500.00
Due Date: June 10, 2015
Invoice ID: 767273
Payor ID: 161851

E-Case 3614 Docket # 2015-053 PC

Detach and Return this Voucher with Payment
Payments Will Not Be Processed without Voucher