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**BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF UTAH**

UTAH INSURANCE DEPARTMENT,

Complainant,

vs.

EMERY COUNTY ABSTRACT AND
TITLE, INC. *Now known as* ACADEMY
TITLE, License No. 339095,
65 N. Central Street, Castle Dale, Utah 81513

Respondent.

**STIPULATION
AND ORDER**

Docket No. 2014-012 PC

Enforcement Case No. 3445

Mark E. Kleinfield
Administrative Law Judge

STIPULATION

The Utah Insurance Department (“Department”), by and through its legal counsel, and Emery County Abstract and Title, Inc., *nka*, Academy Title (“Respondent”), hereby stipulate and agree as follows:

1. Respondent, Emery County Abstract and Title, Inc., *nka* Academy Title, is an active resident title insurance company authorized to do business in the state of Utah under License No. 339095. Respondent’s address is 65 N. Central Street, Castle Dale, Utah 84513.

2. The Department has jurisdiction over the parties and the 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 part of an informal proceeding pursuant to Utah Code § 63G-4-202; and irrevocably waive the right to any hearing, review or appeal concerning this matter.

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

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

6. If an administrative hearing were held, the Department could offer witnesses and introduce evidence that would support the Findings of Fact presented below; therefore, the Findings of Fact and Conclusions of Law presented below are hereby admitted to.

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 11 day of March, 2014.



EMERY COUNTY ABSTRACT AND TITLE, INC.
Now Known As: ACADEMY TITLE
Daine Behling, President

Dated this 19th day of March, 2014.



UTAH INSURANCE DEPARTMENT
Gary Josephson
Attorney for the Utah Insurance Department

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

FINDINGS OF FACT

1. The Department received a complaint alleging that Respondent violated Utah Administrative Rule 592-6-4(13), the dual licensing and unfair marketing practices rule; specifically that an employee of Respondent received compensation from Respondent while that employee was licensed as a mortgage loan originator.
2. An investigation commenced, and through the course of the investigation it was determined that Respondent employed an individual who was at the same time an active licensed mortgage loan officer. The employee received compensation from Respondent in the form of salary and corporate dividends totaling approximately \$15,000; although, it was also determined that the employee did not originate or close any loans while employed by Respondent.

3. Respondent's marketing practices, bank records, website and individual designated licensees were also reviewed as part of the investigation. Respondent's website was found to contain inaccurate and possibly misleading information. When brought to its attention, Respondent made immediate corrections and responded in a timely manner to the investigator's request to follow-up. This issue was handled and corrected by educating the Respondent.

4. Respondent's president was cooperative and helpful during the investigation, acknowledged full responsibility for the issues found, and made immediate corrections.

5. Based on the lack of intent on Respondent's part to violate any statute or rule and in the interests of justice, the parties have agreed to an administrative forfeiture in the amount of \$1,500.00, of which \$1,250.00 of the forfeiture amount is to be stayed pending completion of six months probation. The agreed terms of probation are that, pursuant to Utah Code § 61-2c-209, if the employee's mortgage license is reinstated, it must remain "inactive" or unaffiliated while the individual is employed by Respondent.

Based upon the foregoing Stipulation and Findings of Fact, the following conclusions of law are entered:

CONCLUSIONS OF LAW

1. Utah Administrative Code, Rule 592-6-4(13), prohibits, as an unfair marketing practice, compensation by salary or other means to an individual who is at the same time licensed as a real estate agent or broker or as a mortgage lender or mortgage company.

2. Respondent violated the above Administrative Rule when it paid compensation to an employee who was at the same time an active mortgage licensee.

3. An administrative forfeiture in the amount of \$1,500.00 with \$1,250.00 being stayed pending successful completion of six months probation is appropriate in this matter.

RECOMMENDED ORDER

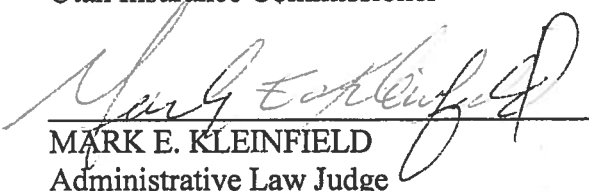
IT IS RECOMMENDED THAT THE TITLE AND ESCROW COMMISSION APPROVE AND ADOPT THE FOLLOWING ORDER, WITH PENALTY:

1. Based on the Stipulation, Findings of Fact and Conclusions of Law, Respondent Emery County Abstract and Title, Inc., *nka* Academy Title, shall be assessed an administrative forfeiture in the amount of \$1,500.00, with \$1,250.00 of the administrative forfeiture amount being stayed pending successful completion of a six month probation. Two hundred and fifty dollars (\$250.00) shall be paid to the Department within thirty (30) days of the date of the Title and Escrow Commission's adoption of the Order.

2. The terms of probation are that (a) if any employee of Respondent obtains or reinstates a mortgage license, that license must remain "inactive" or unaffiliated while the licensee is Respondent's employee; (b) the \$250.00 forfeiture shall be timely paid; and (c) there shall be no further violations of the Utah Code or Department Rules.

DATED this 19th day of March, 2014.


Todd E. Kiser
Utah Insurance Commissioner


MARK E. KLEINFELD
Administrative Law Judge
Utah Insurance Department

ADOPTION OF RECOMMENDED ORDER, WITH PENALTY

By a vote of 3 to 1, taken in open meeting on this date, the Utah Title and Escrow Commission hereby adopts the recommended order of the presiding officer and imposes the recommended penalty.

Dated this 14th day of April, 2014.



Kirk D. Smith, Chairman
Title and Escrow Commission

NOTIFICATION TO RESPONDENT

You are hereby notified that a failure to obey any order of the Commission 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

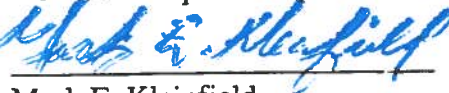
WITH COMMISSION IMPOSED PENALTIES

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 ____ day of APR 14 2014, 201__.

TODD E. KISER,
Commissioner,
Utah Insurance Department.

BY:



Mark E. Kleinfield
Administrative Law Judge