

GARY D. JOSEPHSON #5299
Assistant Attorney General
SEAN D. REYES #7969
Attorney General
Attorneys for Utah Insurance Department
160 East 300 South, Fifth Floor
P.O. Box 140874
Salt Lake City, UT 84114-0874
Telephone (801) 366-0375
Email: gjosephson@utah.gov

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

<p>UTAH INSURANCE DEPARTMENT, Complainant, vs. JOSEPH A. CORBIN, License No. 146103, 4591 North 3150 East, Liberty, UT 84310 Respondent.</p>	<p style="text-align: center;">STIPULATION AND ORDER</p> <p>Docket No: 2014-024PC Enforcement Case No. 3455 Mark E. Kleinfield Administrative Law Judge</p>
--	--

STIPULATION

The Utah Insurance Department (“Department”), by and through its legal counsel, and Joseph A. Corbin (“Respondent”), hereby stipulate and agree as follows:

1. Respondent, Joseph A. Corbin, is an active Utah licensed title agent authorized to do business in the state of Utah under License No. 146103. Respondent’s address is 4591 North 3150 East, Liberty, UT 84310.
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 waives the right to any hearing, review or appeal concerning this matter.

4. Respondent knows of his 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, the signed and adopted Order by both the Commissioner and the Title and Escrow Commission, the Findings of Fact and the Conclusions of Law shall not be subject to any reconsideration, renegotiation, modification, hearing or agency review or appeal.

6. The parties agree and accept the Findings of Fact and Conclusions of Law presented below.

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

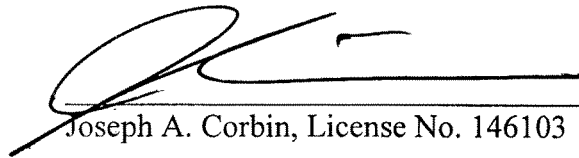
8. The only promises, agreements and understandings that the parties have regarding this matter are contained in this Stipulation.

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

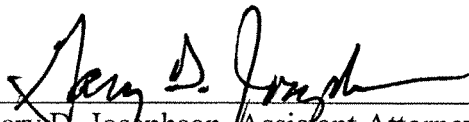
10. The persons signing this Stipulation of behalf of the named parties hereby affirm that they are authorized to sign and bind the parties.

11. If the proposed Order is not fully approved and signed by both the Administrative Law Judge and the Title and Escrow Commission, this Stipulation will be void and of no effect.

Dated this 16 day of April, 2014.


Joseph A. Corbin, License No. 146103

Dated this 23rd day of April, 2014.


Gary D. Josephson, Assistant Attorney General
Attorney for Utah Insurance Department

Based upon the foregoing Stipulation, the administrative law judge makes the following findings of fact:

FINDINGS OF FACT

1. Respondent applied for a title agency license as an owner. During the license application review process, it was discovered that Respondent had multiple outstanding judgments against him personally and as CEO of Executive Title Insurance, now dissolved. The judgments total more than \$289,000.
2. Respondent had failed to pay the judgments within 60 days from the date the judgments were rendered against him.
3. Subject to approval by the Commissioner and the Title and Escrow Commission, the Division has offered and Respondent has agreed to the following enforcement action: a monetary forfeiture in the amount of \$500.00; however, the forfeiture is stayed pending Respondent's successful completion of a 24 months probation period or upon satisfactory evidence of a payment arrangement as stated in the "terms of probation" below, whichever

occurs first. Note: Probation may continue upon renewal if there remains an outstanding balance because of a payment arrangement that is not part of a bankruptcy proceeding. The following are the terms of probation: (a) Respondent will satisfy the judgments by payment arrangement, bankruptcy, forgiveness of the debt, or other similar method; (b) Respondent shall notify the Department in writing once each quarter regarding the progress of his efforts to satisfy the judgments; (c) Respondent shall have no other insurance law, regulation, or rule violations; and (d) Respondent shall have no financial responsibility for a title agency that he is designated to or employed by, including as a signatory on any bank account, trust account, or operating account. Respondent may hold a license, with the limitation that Respondent shall have no financial responsibility for a title agency that he is designated to or employed by, including as a signatory on any bank account, trust account, or operating account. Respondent may hold a license, with the limitation that Respondent shall have no financial responsibility for a title agency that he is designated to or employed by, including as a signatory on any bank account, trust account, or operating account.

Based on the Stipulation and Findings of Fact, the administrative law judge makes the following conclusions of law:

CONCLUSIONS OF LAW

1. Utah Code Ann. § 31A-23a-111(5)(b)(iv) give the Commissioner authority to, *inter alia*, revoke, suspend, deny, or limit a license if an applicant is found to be unqualified for, among other things, failing to pay a judgment rendered against him in this state within 60 days.
2. Because Respondent has outstanding judgments over sixty days old, the statute

cited above applies here.

3. An administrative enforcement as outlined in paragraph 5 of the Statement of Facts 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 Joseph A. Corbin is assessed an administrative forfeiture in the amount of \$500.00, which shall be stayed pending successful completion of a 24 months probation period or upon satisfactory evidence of a payment arrangement as stated in the “terms of probation” below, whichever occurs first. Note: Probation may continue upon renewal if there remains an outstanding balance because of a payment arrangement that is not part of a bankruptcy proceeding.

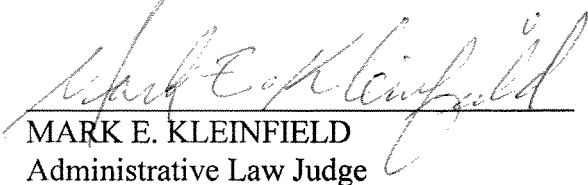
2. The terms of probation are that (a) Respondent will satisfy the judgments by payment arrangement, bankruptcy, forgiveness of the debt, or other similar method; (b) Respondent shall notify the Department in writing once each quarter regarding the progress of his efforts to satisfy the judgments; (c) Respondent shall have no other insurance law, regulation, or rule violations; and (d) Respondent shall have no financial responsibility for a title agency that he is designated to or employed by, including as a signatory on any bank account, trust account or operating account.

3. Respondent may hold a license, with the limitation that Respondent shall have no financial responsibility for a title agency that he is designated to or employed by, including as a

signatory on any bank account, trust account, or operating account.

DATED this 23rd day of April, 2014.

TODD E. KISER
INSURANCE COMMISSIONER


MARK E. KLEINFELD
Administrative Law Judge
Utah Insurance Department

ADOPTION OF RECOMMENDED ORDER, WITH PENALTY

By a vote of 3 to 0, 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 9th day of June, 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

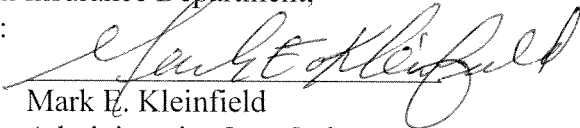
WITH COMMISSION IMPOSED PENALTIES

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 9th day of June, 2011.

TODD E. KISER,
Commissioner,
Utah Insurance Department,

BY:


Mark E. Kleinfeld

Administrative Law Judge