

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

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

UTAH INSURANCE DEPARTMENT,

Complainant,

v.

HERITAGE TITLE INSURANCE
AGENCY, INC.
42 East 200 North, Suite 101
Logan, UT 84321
License No. 284336

Respondent.

STIPULATION AND ORDER

Docket No. 2017-017 PC

Enf. Case No. 3866

Brett Barratt, J.D.
Presiding Officer

STIPULATION

The Utah Insurance Department ("Department"), by and through its legal counsel, and Heritage Title Insurance Agency, Inc. ("Respondent"), hereby stipulate and agree as follows:

1. Respondent is an active resident title insurance agency authorized to do business in the State of Utah under License No. 284336. Respondent's business address is 42 East 200 North, Suite 101, Logan, Utah 84321.

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 Section 63G-4-210; acknowledges that this Stipulation and Order is an informal proceeding pursuant to Utah Code Section 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 Order, 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 7 day of March, 2017.


Tiffany Hill
HERITAGE TITLE INSURANCE AGENCY, INC.

Dated this 7th day of March, 2017



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. In January, 2017, the Department received a complaint that Tiffany Hill had listed a property on the MLS (Multiple Listing Service) as a real estate agent and owner of North Realty LLC, a real estate brokerage business, while also being the owner and qualifier for Respondent Heritage Title Insurance Agency, Inc.
2. The Department's investigation confirmed that both Ms. Hill and Respondent Heritage Title Insurance Agency, Inc. have had active title and escrow licenses since April 9, 2008.
3. The Department's investigation also found that, on December 13, 2016 and in violation of insurance regulations, Ms. Hill real estate licensed both herself and North Realty, LLC, and subsequently listed a property for sale on MLS.
4. Once notified by the Department of the violation, Ms. Hill fully cooperated with the Department, took immediate corrective action and agreed with the Department's recommendation to a \$2,000.00 administrative forfeiture.

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

CONCLUSIONS OF LAW

1. Utah Administrative Rules R592-6-4(13) was violated by Respondent when Ms. Hill was licensed as a real estate agent with North Realty, LLC, at the same time she was already licensed as a title and escrow agent with Respondent title and escrow agency.
2. An Administrative forfeiture in the amount of \$2,000.00 is appropriate under the circumstances.

Based on the foregoing Findings and Fact and Conclusions of Law, the Administrative Law Judge enters the following Order:

ORDER

1. Respondent is hereby ordered to pay an administrative forfeiture in the amount of \$2,000.00 to the Department within thirty days of the full signing date of this Order.

DATED this 8th day of March, 2017.

TODD E. KISER
Insurance Commissioner

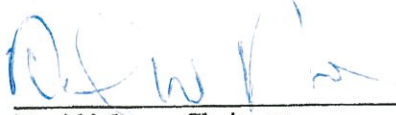


BRETT BARRATT, J.D.
Deputy Insurance Commissioner
Presiding Officer

COMMISSION'S CONCURRENCE WITH ORDER

By a vote of 4 to 0, taken in open meeting on this date, the Title and Escrow Commission hereby concurs with the Order of the Presiding Officer in this administrative action.

DATED this 3 day of April, 2017.



David Moore, 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.