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

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<p>UTAH INSURANCE DEPARTMENT,  Complainant,  v.  SELECT HOME WARRANTY LLC. 1 International Blvd. Ste.#400 Mahwah, New Jersey 07495-0025 Certificate No. 183712  Respondent.</p>	<p><b>STIPULATION AND ORDER</b></p> <p>Docket# 2017-070 PC Enf. Case # 3922</p> <p>Lisa Watts Baskin, J. D. Administrative Law Judge</p>
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**STIPULATION**

The Utah Insurance Department ("Department"), through its legal counsel, and Select Home Warranty, LLC ("Respondent"), through its legal counsel, hereby stipulate and agree as follows:

1. Since January 6, 2017, Respondent, Select Home Warranty, LLC, has been authorized to conduct business in the State of Utah under Service Contract Provider Certificate

No. 183712. Respondent's business address is 1 International Blvd., Ste. 400, Mahwah, New Jersey.

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-4-201; and irrevocably waives the right to any hearing, review or appeal concerning this matter.

4. This signed Stipulation and Order, along with the Findings of Fact and Conclusions of Law below, shall not be subject to any reconsideration, renegotiation, modification, hearing or agency review or appeal.

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

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

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

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


9. The person signing this Stipulation on behalf of the named parties hereby affirms that they are authorized to sign and bind the parties.

(Signatures Follow)

DATED this 17<sup>th</sup> day of AUGUST, 2017.

  
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GREG E. MITCHELL, Attorney-at-Law  
SELECT HOME WARRANTY, LLC.

DATED this 21<sup>st</sup> day of August, 2017.

  
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GARY D. JOSEPHSON, Asst. Attorney General  
UTAH DEPARTMENT OF INSURANCE

Based upon the foregoing Stipulation and Department file, the Administrative Law Judge makes the following findings of facts:

**FINDINGS OF FACT**

1. Based on a Department investigation, it was found that, without Department authorization, from 2013 through 2016, Respondent sold 340 home service contracts to residents of the State of Utah concerning Utah properties.
2. The Department's investigation also found that Respondent did not submit required forms to the Department before selling home service contracts to Utah residents concerning Utah properties.
3. Finally, the Department's investigation found that Respondent failed to file their required rates with the Department prior to selling home service contracts to Utah residents.
4. On January 6, 2017, after making proper application, Respondent received its Department certification to sell service contracts in Utah.

Based upon the foregoing Stipulation and Findings of Fact, the Administrative Law Judge enters the following Conclusions of Law:

**CONCLUSIONS OF LAW**

1. Respondent violated Utah Code §§ 31A-6a-103 and 31A-2-202, when it failed to properly register with the Department prior to selling home service contracts to 340 Utah residents concerning Utah properties from 2013 through 2016.
2. Respondent violated Utah Code § 31A-19a-203 when it failed to file its required rates prior to selling home service contracts to 340 Utah residents concerning Utah properties.
3. Respondent violated Utah Code § 31A-2-202 when it failed to submit a copy of its service contract reimbursement policy, application fee, and a copy of the service contract before selling home service contracts to 340 Utah residents concerning Utah properties.

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

**ORDER**


**IT IS HEREBY ORDERED:**

1. Respondent is hereby assessed a \$34,000.00 forfeiture penalty. \$17,000.00 of the assessed forfeiture penalty is to be paid within 30 days of the signing of this Order, with the remaining \$17,000.00 forfeiture penalty amount stayed.

2. Respondent is hereby placed on a two-year probation. If Respondent is fully compliant with all State insurance laws and rules during the probationary period, the remaining \$17,000.00 forfeiture penalty amount will be excused and discharged.

DATED this 24<sup>th</sup> day of August, 2017.

TODD E. KISER  
Insurance Commissioner

  
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Lisa Watts Baskin, J. D.  
Administrative Law Judge  
Utah Insurance Department

**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.