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

<p>UTAH INSURANCE DEPARTMENT, Complainant, v. LEGACY RV CENTER 3711 S. State Street Salt Lake City, UT 84115 License No.455080 Respondent.</p>	<p style="text-align: center;">STIPULATION AND ORDER</p> <p>Docket No. 2017-075 PC Enf. Case No. 3926 Lisa Watts Baskin, J.D. Administrative Law Judge</p>
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STIPULATION

The Utah Insurance Department (“Department”), by and through its legal counsel, and Legacy RV Center (“Legacy”) (“Respondent”), hereby stipulate and agree as follows:

1. Respondent is a retailer of recreational vehicles, including trailers. It is also a residential Limited Line Producer licensed in the State of Utah under License No.455080. Respondent’s license qualification type is Property and Casualty. Respondents’ business address is 3711 S. State Street, Salt Lake City, UT 84115.

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-4-201; 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 is aware of its right to be represented by legal counsel in this matter, and has either sought the advice of legal counsel or has waived the right 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.

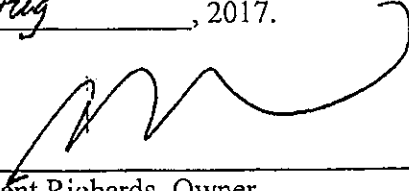
7. The issuance of the signed and adopted Order proposed below is solely for the purpose of disposing of the specific matter entitled herein.

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

9. Respondent enters 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 24 day of Aug, 2017.



Kent Richards, Owner
LEGACY RV CENTER

Dated this 25th day of Aug., 2017



Gary D. Josephson, Assistant Attorney General
UTAH INSURANCE DEPARTMENT

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

FINDINGS OF FACT

1. Based on a complaint filed by a consumer, a Department investigation was conducted concerning Respondent.
2. The Department's investigation revealed that on or about April 11, 2017, Respondent sold a trailer, along with a guarantee asset protection waiver, i.e., GAP insurance coverage, to a consumer.
3. Department records revealed that (a) Respondent's salesman was not licensed to sell GAP insurance: and (b) Respondent's only insurance license association had lapsed back on April 30, 2016.

4. Therefore, at the time of the subject trailer and Gap insurance sale, the Respondent had no one associated to the agency and Respondent's salesman had no license to sell GAP insurance.

5. The Department and Respondent have agreed to an administrative forfeiture of \$4,000.00 to be paid by Respondent.

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

CONCLUSIONS OF LAW

1. Utah Code §§ 31A-6b-201 and 31A-23a-103, requires licensing to sell a guarantee asset protection waiver in the State.

2. Respondent violated the referenced insurance statutes when, at the time of the subject trailer sale, which included the sale of GAP insurance coverage, Respondent's salesman did not have a license to sell GAP insurance. Also, Respondent did not have anyone associated to the agency.

3. An Administrative forfeiture in the amount of \$4,000.00 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 of \$4,000.00 to the Department within thirty days of the signing date of this Order.

DATED this 30th day of August, 2017.

TODD E. KISER
Insurance Commissioner



LISA WATTS BASKIN, J.D.
Administrative Law Judge

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.