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

UTAH INSURANCE DEPARTMENT,

Complainant,

vs.

TOYOTA BOUNTIFUL
2380 S. Highway 89
Bountiful, UT 84010

Respondent.

**STIPULATION
AND ORDER**

Docket No. 2017-076 PC
Enforcement Case No. 3927

Judge Lisa Watts Baskin
Administrative Law Judge

The Utah Insurance Department ("Department"), by and through its attorney, Perri Ann Babalis, Assistant Attorney General, and Performance Automotive Utah, LLC dba Toyota Bountiful ("Respondent"), hereby stipulate and agree as follows:

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BY: SEP 11 2017

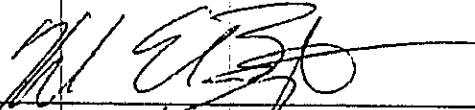
STIPULATION

1. Respondent, Toyota Bountiful, 2380 S. Highway 89, Bountiful, Utah, is a resident limited line insurance producer, holding license number 371818.
2. The Department has jurisdiction over the parties and subject matter of this Stipulation.
3. Respondent acknowledges notice of agency action pursuant to Utah Code § 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 represented by legal counsel with regards to this Stipulation, or has waived the right to review this Stipulation with counsel.
5. This signed Stipulation, 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.

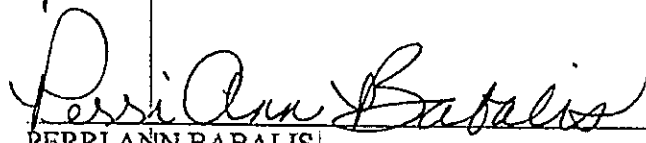
10. The person signing this Stipulation on behalf of the named parties hereby affirms that he or she is authorized to sign and bind the parties.

Dated this _____ day of _____, 2017.



KIRK BENG TZEN, Director of Operations
Toyota Bountiful

Dated this 6th day of September, 2017.



PERRI ANN BABALIS
Utah Assistant Attorney General 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. Toyota Bountiful sold insurance through two (2) employees who were not licensed to sell insurance.
2. Toyota Bountiful sold insurance products through three (3) individuals who were not associated to the agency, Toyota Bountiful.
3. Respondent acknowledges that it inadvertently violated Utah statutes and rules.

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

CONCLUSIONS OF LAW

1. Utah Code § 31A-6b-201(1) provides that a person may not sell, offer to sell, or otherwise provide a guaranteed asset protection waiver to a borrower in this state unless the person . . . is an individual who sells vehicles at retail and holds a limited line producer license in accordance with Section 31A-23a-103.

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2. Utah Code § 31A-23a-103(1) provides that a person may not perform, offer to perform, or advertise any service as a . . . limited line producer . . . without a valid individual or agency license issued under this chapter.

3. Utah Code § 31A-23a-115(I) provides that an insurer shall appoint an individual or agency with whom it has a contract as . . . a limited line producer . . . to act on the insurer's behalf in order for the licensee to do business for the insurer in this state.

4. Respondent violated the above referenced statutes when it allowed unlicensed individuals to sell insurance on its behalf and when it allowed non-appointed licensees to act on its behalf.

5. The proposed administrative forfeiture is appropriate under the circumstances.

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

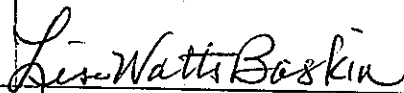
ORDER

IT IS HEREBY ORDERED:

1. Respondent, Toyota Bountiful, is assessed a forfeiture in the amount of Six Thousand Dollars (\$6,000.00). The forfeiture shall be paid to the Department within 30 days of the date of this Order.

DATED this 19th day of September, 2017.

TODD E. KISER
Insurance Commissioner



LISA WATTS BASKIN
Administrative Law Judge
Utah Department of Insurance
State Office Building, Room 3110
Salt Lake City, UT 84114

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.