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

<p>UTAH INSURANCE DEPARTMENT,  Complainant,  v.  MATTHEW DAVID HARDY,  Respondent.</p>	<p><b>STIPULATION AND ORDER</b></p> <p>Docket No. 2017-114 PC Enf. Case No. 3955</p> <p>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 Matthew David Hardy (“Respondent”), hereby stipulate and agree as follows:

1. The Department has jurisdiction over the parties and subject matter of this administrative action.
2. 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.

3. Respondent is aware of his right to be represented by legal counsel in this matter, and has either sought the advice of legal counsel or waived his right to do so.

4. 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.

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

9. 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 23<sup>rd</sup> day of January, 2018

/s/ Matthew David Hardy  
Matthew David Hardy  
RESPONDENT

Dated this 23<sup>rd</sup> day of January, 2018

/s/ Helen A. Frohlich  
Helen A. Frohlich, 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. Respondent is the financial manager at State Street Truck Stop. Respondent is a resident limited line producer with the license type of GAP Waiver. Respondent's business address is 9126 South State Street, Sandy, UT 84070. Respondent's license number is 220531.

2. Based on a Department investigation, it was determined that Respondent began selling GAP Waiver coverage in 2007.

3. Utah Code Section 31A-6b-201 came into effect on July 1, 2010 which, together with Section 31A-23a-103, required a license henceforth to sell GAP Waiver coverage.

4. Respondent was not licensed with the Division and associated to the dealership (State Street Truck Stop) until August 8, 2017. Only on August 8, 2017 was Respondent authorized by the Department to sell GAP coverage as a retail seller.

5. The Department and Respondent have agreed to an administrative forfeiture in the amount of \$6,000.00.

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 Section 31A-6b-201 requires that on or after July 1, 2010, any individual who sells vehicles at retail and may also sell, or offer to sell or otherwise provide a guaranteed asset protection waiver to a borrower in this state must be licensed as a limited line producer in accordance with Section 31A-23a-103.

2. Utah Code Section 31A-23a-103 states that a person may not perform, offer to perform, or advertise any service as a producer, limited line producer without a valid individual or agency license.

3. The above referenced insurance statutes were violated by Respondent when he failed to register and become individually licensed and associated to State Street Truck Stop until August 8, 2017.

4. Respondent sold GAP Waiver contracts to Utah consumers from July 1, 2010 to August 8, 2017 without being licensed, in violation of Utah insurance statutes.

5. An Administrative forfeiture in the amount of \$6,000 is appropriate under the circumstances of this case.

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

**ORDER**

1. Respondents are hereby ordered to pay an administrative forfeiture in the amount of \$6,000.00 to the Department within thirty days of the signing date of this Order.

DATED this 26<sup>th</sup> day of January, 2018.

TODD E. KISER  
Insurance Commissioner

Lisa Watts Baskin  
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.