
BEFORE THE UTAH INSURANCE COMMISSIONER

UTAH INSURANCE DEPARTMENT,

Complainant,

vs.

PROVO LAND TITLE COMPANY

Respondent.

NOTICE OF AGENCY ACTION AND
ORDER

Docket No. 2018-4027

Lisa Watts Baskin
Presiding Officer

NOTICE OF AGENCY ACTION

The Utah Insurance Department ("the Department") commences this agency action against Provo Land Title Company ("Respondent") pursuant to Utah Code §§ 31A-2-201 and 63G-4-201 through 63G-4-203 and to Utah Admin. Code R590-160.

This agency action is based on the facts and law set forth in the attached Declaration and is designated as an informal adjudicative proceeding pursuant to Utah Code § 63G-4-202(1) and Utah Admin Code R590-160-4 and R590-160-7.

ORDER

Based on the facts and the law set forth in the attached Declaration, and good cause appearing, the Utah Insurance Commissioner orders as follows:

1. Respondent shall forfeit to the Department the amount of \$1,500 for violating Utah insurance law. Utah Code § ~~31~~^{31A}-2-308. LWB

2. Pursuant to Utah Code § 63G-4-203(1)(i) and Utah Admin. Code R590-160-7(1), this informal adjudicative proceeding shall be deemed closed, and this Order shall become final and


take full effect, 15 days after this Notice of Agency Action and Order is emailed to Respondent unless a request for a hearing on this matter is received from Respondent prior to that date.

3. A request for a hearing shall be sent by email to uidadmincases@utah.gov or by U.S. mail to Office of the Administrative Law Judge, Utah Insurance Department, 3110 State Office Building, Salt Lake City, UT 84114. The request for hearing shall be signed by the person making the request and shall state the basis for the relief requested.

4. If you fail to request a hearing you will be bound by this Order. Failure to request a hearing will be deemed a failure to exhaust administrative remedies and will preclude any further administrative or judicial review or appeal of this matter.

DATED this 6th day of September, 2018.

TODD E. KISER
Utah Insurance Commissioner



LISA WATTS BASKIN
Presiding Officer
Utah Insurance Department
3110 State Office Building
Salt Lake City, UT 84114
801-538-3800
uidadmincases@utah.gov

NOTICE REGARDING ENFORCEMENT OF THE ORDER

Failure to obey the Order may subject you to further penalties that include forfeitures of up to \$2,500 per violation, license suspension or revocation, further enforcement action before the Utah District Court where forfeitures of up to \$10,000 may be imposed. If you are licensed in other jurisdictions, you may be required to report this proceeding to those jurisdictions.

DECLARATION

Under criminal penalty of Utah law, I, Adam Martin, declare the following:

1. I am currently employed as a Market Conduct Examiner with the Utah Insurance Department where my responsibilities include investigating and enforcing Utah insurance laws.
2. I submit this Declaration as the basis for issuing the Notice of Agency Action and Order against Provo Land Title Company (PLTC) to which this Declaration is attached.
3. In September 2014, Michael Fitzgerald and Shannon Fitzgerald had asked to borrow money from Ronald Clyde Stuart. The Fitzgeralds secured the monies being borrowed by way of a Note (a document containing a written promise to pay a stated sum) that had instructions written if the Fitzgeralds would default on the loan.
4. PLTC knew the Fitzgeralds and had helped with other deals with Mr. Stuart. PLTC prepared the Note and Warranty Deed and agreed to follow the instructions, including the disbursement of monies that were part of the instructions on the Note. Based on the facts appearing in the Note dated September 2, 2014, see attached Note as Exhibit A.
 - a. PLTC was to release the original Warranty Deed, held in escrow by PLTC, to Ronald Clyde Stuart (beneficiary) if payment (\$33,000 principal and \$10,000 consideration) in full was not received on or before October 31, 2014.
 - b. PLTC was to hold \$3,500.00 in escrow for payment of special and property taxes on subject property. The \$3,500.00 was paid to beneficiary and his attorney on January 31, 2018.
5. PLTC did not release the Warranty Deed to the beneficiary per the escrow instructions written on the Note until February 2018 and the property of said Warranty Deed had already

been sold per county records. The Warranty Deed would have secured Mr. Stuart for the money the Fitzgerald's borrowed on the Note.

6. The above declared facts demonstrate that PLTC violated Utah Code §31a-23a-406(4), which states:

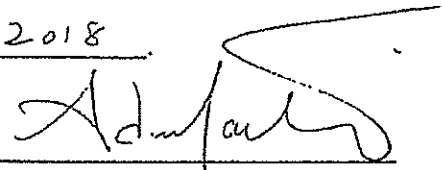
a. Assets or property other than escrow money received by an individual title insurance producer or agency title insurance producer in accordance with an escrow shall be maintained in a manner that will:

(a) reasonably preserve and protect the asset or property from loss, theft, or damages; and

(b) otherwise comply with the general duties and responsibilities of a fiduciary or bailee.

7. Based on Utah Code §31A-2-308 and similar enforcement cases, PLTC should forfeit \$1500 for its violation of Utah insurance law.

DATED this 23 day of August 2018.

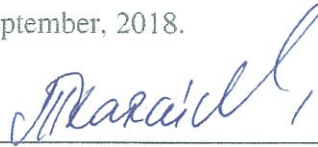

Adam Martin, Title, Market Conduct Examiner
Utah Insurance Department

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date a true and correct copy of the foregoing
Notice of Agency Action and Order, with the Declaration attached to it was emailed to:

Provo Land Title Company
Doug Pinder
doug@provoland.com

DATED this 6th day of September, 2018.



Tatiana Karaivanova
Utah Insurance Department
3110 State Office Building
Salt Lake City, UT 84114
801-538-3800

EXHIBIT "A"



PROVO LAND
TITLE COMPANY
PLT #42902-1

PROMISSORY NOTE

\$33,000.00
Date: September 2, 2014

Orem, Utah.

FOR VALUE RECEIVED, the undersigned, jointly and severally promise to pay to the order of Ronald Clyde Stuart

at 1904 Ingot Way South Jordan, UT 84095, the sum of Thirty Three Thousand 00/100 Dollars (\$33,000.00) together with interest from at the rate of per cent (%) per annum on the unpaid principal; said principal and interest payable as follows:

Payment of Principal plus \$10,000.00 consideration shall be due and payable on or before October 31, 2014

If payment in full is not received upon the due date, Trustor and Beneficiary instruct Provo Land Title Company to release the original Warranty Deed (see attached), held in escrow, to Parcel No. 2065-941-08-0-000 to Beneficiary.

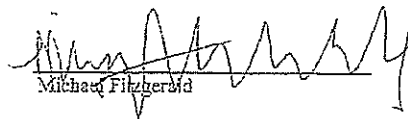
Upon delivery of Warranty Deed this Promissory Note shall be deemed to be paid in full.

Provo Land Title Company is to hold \$3,500.00 in escrow for the payment of special and property taxes to be paid on the subject property. If Beneficiary receives the Warranty Deed Provo Land Title Company is instructed to pay the assessments due from the funds held in escrow.

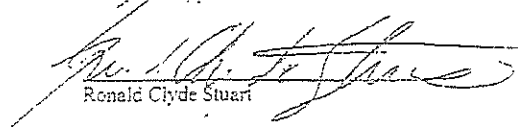
If default occurs in the payment of said installments of principal and interest, or any part thereof, or in the performance of any agreement contained in the Mortgage securing this note, the holder hereof, at its option and without notice or demand, may declare the entire principal balance and accrued interest due and payable.

If this note is collected by an attorney after default in the payment of principal or interest, either with or without suit, the undersigned, jointly and severally agree to pay all costs and expenses of collection including a reasonable attorney's fee.

The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, demand and notice of dishonor and nonpayment of this note, and consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this note, and to the release of any security, or any part thereof, with or without substitution.


Michael Fitzgerald

Read and approved:


Ronald Clyde Stuart

**COMMISSION RESPONSE TO REQUEST FOR
CONCURRENCE WITH PENALTY**

By a vote of 4 to 0, taken in an open meeting on this date, the Title and Escrow

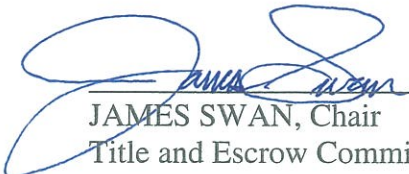
Commission

X concurs

_____ does not concur

with the penalty imposed by the Commissioner.

DATED this 10th day of December, 2018.



JAMES SWAN, Chair
Title and Escrow Commission