

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

STATE OF ALASKA

DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC

DEVELOPMENT

DIVISION OF INSURANCE

550 W. 7<sup>th</sup> AVENUE, SUITE 1560

ANCHORAGE, ALASKA 99501-3567

STATE OF ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC  
DEVELOPMENT  
DIVISION OF INSURANCE  
550 W. 7<sup>th</sup> AVENUE SUITE 1560  
ANCHORAGE, ALASKA 99513-3567  
PHONE: (907) 269-7900

In the Matter of:

**AMELY FELDER**

Alaska License # 3002215413

Division of Insurance Case No. D25-11

**STIPULATED AGREEMENT AND ORDER**

The Alaska Department of Commerce, Community and Economic Development, Division of Insurance (Division) and **AMELY FELDER (FELDER)** Alaska License 3002215413, National Producer Number 20475776, the producer in this case, stipulate and agree to the following:

**I. BACKGROUND**

A. On or about October 20, 2022, **FELDER** obtained Alaska Insurance Producer license 3002215413, with a Life and Health Insurance line of authority with a current expiration date of April 30, 2026. Soon after obtaining her Alaska producer license, **FELDER** joined an independent

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1 marketing organization (IMO) named Family First Life (FFL). A life  
2 insurance carrier used by FFL was United of Omaha (Omaha). In  
3 September 2024, **FELDER**, working in concert with a "live transfer" lead  
4 generator entity, wrote Omaha life insurance policies for two consumers  
5 living in New Jersey and Maine. Following these sales, Omaha received  
6 complaints from both consumers that they had not purchased the Omaha  
7 policies and Omaha investigated the complaints. Omaha discovered that  
8 the IP addresses for the electronic signatures of the New Jersey and Maine  
9 consumers matched the IP address for **FELDER**'s electronic signature  
10 located to Anchorage, Alaska, where neither consumer resides. Electronic  
11 signatures with the same IP address signed at proximate times is an  
12 indicator the signatures were effected on the same device. Omaha asked  
13 **FELDER** to explain the IP address anomalies and on October 25 and 28,  
14 2024, **FELDER** wrote email messages to Omaha in which she stated, "At  
15 no point did I, nor a third party, sign on behalf of Ms. Hickman and Ms.  
16 Caswell" and "At no point did I, nor a third party, sign on behalf of Ms.  
17 Caswell" respectively.

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22 B. On November 5, 2024, Omaha terminated **FELDER** "For Cause" for the  
23 improper practice of electronically signing applications for consumers and  
24 thereafter notified the Division of **FELDER**'s termination. Omaha told  
25 the Division that as a company policy they do not consider a signature,  
26 whether a wet ink signature or an electronic signature, from anyone other  
27 than the applicant to be a valid signature. The Division requested  
28

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1 **FELDER's** Omaha book of business and found two Alaska consumers  
2 who also said **FELDER** electronically signed their Omaha insurance  
3 applications. One consumer said she gave **FELDER** her consent to  
4 electronically sign on her behalf and that she did want the life insurance  
5 policy. The other consumer, like the two out-of-state consumers, said he  
6 had not intended to purchase life insurance from **FELDER** Omaha even  
7 though he had become aware he had a policy. Based on records provided  
8 by Omaha, with the exception of one insurance policy, the Division noted  
9 that every policy **FELDER** sold or attempted to sell in Alaska had  
10 electronic signatures with the same IP address from **FELDER** and the  
11 consumer.  
12

13  
14  
15 C. On May 22, 2025, Division investigators interviewed **FELDER** about her  
16 use of electronic signatures on Omaha life insurance applications.

17 **FELDER** stated she had sold and attempted to sell a number of policies in  
18 Alaska, in addition to the two referenced out-of-state consumers, and had  
19 electronically signed the applications on behalf of all of the consumers;  
20 however, she had only signed the applications with the permission and  
21 consent of the consumers. This statement contradicts her written  
22 statements to Omaha, in which she stated "at no point" did she or a third-  
23 party electronically sign on behalf of the consumers.  
24

25  
26 D. The Division's investigation revealed that **FELDER** had misused the  
27 electronic signature feature of Omaha life insurance policy applications in  
28 violation of Omaha's company policy and in at least three cases this

1 misuse had resulted in the issuance of policies for consumers who denied  
2 applying for insurance. The Division's investigation also revealed that  
3 **FELDER** gave conflicting accounts of her use of the electronic  
4 signatures, by telling Omaha that neither she nor a third party had signed  
5 on behalf of the consumers and then telling the Division that she did  
6 electronically sign for the consumers but did so with their permission.  
7

8  
9 E. **FELDER** acknowledges she electronically signed the Omaha policy  
10 applications on her laptop computer in Anchorage, Alaska.

11 F. **FELDER's** actions described in paragraph D are violations of

12 (i) Alaska Statute (AS) 21.27.020(b)(4), which requires a licensee to  
13 be a "trustworthy" person to qualify for the issuance or renewal of an  
14 individual license and AS 21.27.410(a)(1), which provides that the  
15 director may suspend a license for "a cause for which issuance of the  
16 license or its renewal could have been denied had it then existed and been  
17 known to the director[.]"

18  
19 (ii) AS 21.27.410(a)(8), which provides that the director may suspend  
20 a license for "the conduct of affairs under a license if the licensee exhibits  
21 conduct considered by the director to reflect incompetence or  
22 untrustworthiness, or to be a source of potential injury and loss to the  
23 public;"

24  
25 G. Based on the conduct described above, Omaha terminated **FELDER** for  
26 cause and notified the Division.  
27

1 II. TERMS OF AGREEMENT

2 A. **FELDER** agrees her conduct described in paragraph D above constitutes  
3 violations of AS 21.27.020(b)(4) provides grounds to suspend or revoke  
4 her license under AS 21.27.410(a)(1) & (8).  
5

6 B. **FELDER** agrees to a two-year suspension of her Alaska producer license  
7 3002215413 with the suspension suspended.  
8

9 C. **FELDER** agrees to a fine of \$1,000 pursuant to AS 21.27.440(a) with all  
10 \$1,000 suspended.

11 D. **FELDER** agrees that in the event she violates Alaska insurance law or  
12 regulation during the suspended portion of her license suspension, the  
13 unsuspended portion of her license suspension and fine will be reinstated  
14 and will be grounds to revoke, suspend or not renew Alaska Insurance  
15 Producer License 3002215413.  
16

17 E. **FELDER** waives her right to a hearing and enters into this agreement  
18 voluntarily with full knowledge of all rights she may have in this matter.  
19

20 F. **FELDER** understands that this agreement is not binding on the parties  
21 unless and until the director signs the order adopting this agreement.

22 G. **FELDER** further understands that this agreement resolves the civil  
23 liability issues between the parties to this agreement related to her  
24 violation of the state's insurance statutes, but she may still be subject to  
25 criminal liability. The terms of this agreement will remain in effect  
26 starting on the date this agreement is adopted by the director.  
27  
28

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DIVISION OF INSURANCE

DATED: 7/16/2025

By: Alex Romero  
Alex Romero  
Chief Investigator

AMELY FELDER

DATED: 07/16/2025

By: Amely Felder  
Amely FELDER  
Licensee

TREG TAYLOR  
ATTORNEY GENERAL

Approved as to form and content:  
July 28, 2025  
DATED: \_\_\_\_\_

Signed by:  
Kevin Higgins  
By: Kevin Higgins  
49370EEF621CD4E2  
Kevin Higgins  
Assistant Attorney General

**ORDER**

IT IS ORDERED that this Stipulated Agreement and Order is  
adopted in full resolution of the civil liability issues between the parties to this agreement in  
these cases and shall constitute the final order in these matters.

DATED this 28th day of July, 2025.

Signed by:  
Heather Carpenter  
HEATHER CARPENTER  
ACTING DIRECTOR  
DIVISION OF INSURANCE

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☒ Delivered Electronically

☐ Mailed Certified:

I hereby certify that, on the 28<sup>th</sup> day of July, 2025, I mailed copies of the

Stipulated Agreement and Order to:

AMELY FELDER  
5041 SETON CIR  
ANCHORAGE, ALASKA 99508-4854  
United States



ERIC D. ODEGARD, JUV III