

**BEFORE THE ALASKA OFFICE OF ADMINISTRATIVE HEARINGS ON REFERRAL
FROM THE DIRECTOR OF THE DIVISION OF INSURANCE**

In the Matter of:)
)
JOHN W. PALMER) OAH No. 09-0133-INS
) Agency Nos. LD 09-01; W 09-01
_____)

DECISION

I. Introduction

John W. Palmer has applied for consent to participate in the business of insurance under 18 U.S.C. § 1033 and § 1034, federal statutes that restrict the activity of convicted felons in the insurance business. Without objection from Mr. Palmer, the application has also been treated as a concurrent application for an Alaska credit limited lines producer license. The Director of Insurance initially denied both the consent and the producer license. On February 23, 2009, Mr. Palmer requested, and was granted, a hearing. The hearing took place before the Office of Administrative Hearings on May 12, 2009.¹

Mr. Palmer and Program Coordinator Linda Anne Brunette were the only witnesses to testify. The documentary record consists of the Agency Record (numbered AG 001 to AG 115) and two exhibits lettered A and B that Mr. Palmer offered without objection at the hearing. The division also submitted numbered exhibits at the hearing, but they are merely re-bundled collections of documents from the Agency Record. For convenience, all citations in this decision are either to Mr. Palmer's lettered exhibits or directly to the numbered Agency Record.

For the reasons discussed below, Mr. Palmer has not demonstrated that he should receive the consent or the license at issue.

II. Facts

John W. Palmer presents as a polite, well-spoken gentleman in his early fifties. Up to age 40, he had substantial trouble with law consisting primarily of property crimes, some of them very serious.² These seem to have been associated with significant substance abuse problems.³ More recently, he has established a family, purchased a house, obtained a college degree, and

¹ Because of difficulties in coordinating their schedules, the parties consented to a hearing outside the 30-day timeline in AS 21.06.180(b).

² See AG 101-114.

³ *Id.*; direct testimony of Mr. Palmer.

apparently become a responsible member of the community.⁴ He currently works in sales for Lyberger's Car & Truck Sales, LLC in Anchorage, a position he has held for nearly three years.⁵

Mr. Palmer and his employer would like him to be able to accept a promotion to an "F&I Manager" (Finance and Insurance Manager) position. At Lyberger's, this position has one duty that requires an insurance license: the sale of "GAP" (Guaranteed Automobile Protection) insurance. GAP policies cover the difference between the value of a vehicle and its loan balance. Thus, if in the event of a constructive total loss of the vehicle the customer's primary carrier pays less than the balance owing on the customer's auto loan, the GAP policy will pay the deficiency to the lender. GAP policies are one of the after-market products, such as extended service warranties, that dealers seek to sell to customers after the main vehicle purchase has been negotiated. At some dealerships, other insurance products are offered in the after-market process, including credit life and disability coverage, but Lyberger's offers no insurance products other than GAP.⁶

The process for selling GAP at Lyberger's is one Mr. Palmer describes as being quite mechanical. The F&I Manager prints out the GAP form with the blanks already filled in according to customer data already entered in the computer. He then discusses it with the customer and gets a signature accepting or declining the coverage.⁷

In seeking to move him to the F&I Manager position, Mr. Palmer and his employer recognized that he needed a limited producer license to take on the duty of selling GAP policies. At his employer's expense, Mr. Palmer took and passed the Alaska Credit Insurance Exam on May 10, 2008.⁸

Because he had one or more felony convictions involving dishonesty or breach of trust, the next required step for Mr. Palmer was to apply "written consent under 18 U.S.C. § 1033 and § 1034," which is often called a "1033 waiver." In general, 18 U.S.C. § 1033 makes it a felony for any individual who has previously been convicted of any felony involving dishonesty or breach of trust to willfully engage or participate in the business of insurance in a way that affects interstate commerce *unless* the individual has the written consent, given expressly under § 1033,

⁴ AG 011; AG 051 (contents sworn at hearing).

⁵ *Id.*; AG 001-002; direct testimony of Mr. Palmer.

⁶ Direct testimony and ALJ exam of Mr. Palmer; Ex. B (blank GAP contract as sold at Lyberger's).

⁷ Direct testimony of Mr. Palmer; *see* Ex. B.

⁸ Direct exam of Linda Brunette (date); ALJ exam of Mr. Palmer; AG 048.

of an appropriate regulatory official.⁹ It is not in dispute in this case that Mr. Palmer needs this consent and that the Alaska Director of Insurance is the regulatory official from whom he needs to secure it.¹⁰

After passing the credit insurance exam, Mr. Palmer filled out a sworn application for a 1033 waiver.¹¹ Mr. Palmer related at the hearing that he took the exam on a Saturday (May 10, 2008 was indeed a Saturday) and then reported to work for the DNA Lifeprint child safety event held annually at Lyberger's on that weekend. He said that his employer handed him a 1033 waiver application and he filled it out very hurriedly in the midst of attending to the "madhouse" that surrounds the Lifeprint event.¹² In fact, however, the application was signed and sworn more than two weeks later, on May 27, 2008.¹³ It is neat and does not show any outward signs of having been completed hurriedly. The Alaska Division of Insurance received the application on May 30, 2008.¹⁴

The very fact that a 1033 waiver application is submitted tells the Division of Insurance that the applicant has a felony conviction.¹⁵ At Section III, Question 1, the application asks the applicant to "[l]ist any felony(ies) for which you have ever been arrested, charged, indicted, or convicted."¹⁶ It asks for full details, including the "dates of charge, location, and nature of offense."¹⁷ In the space below this question, Mr. Palmer entered:

3AN 96-4777 CR
3AN-97-2118
Please see attached information.

He attached three documents. The first was a Notice of Mitigators from Alaska Superior Court Case No. 3AN-S97-2418CR, in which his attorney argued that he played only a minor role in that felony offense, a 1997 armed robbery.¹⁸ The second was a temporary commitment order in Alaska District Court Case No. 3AN-S96-4777 CR, recording a 300-day sentence, 255

⁹ See 18 U.S.C. § 1033(e). The cited provision is paraphrased only insofar as it is relevant to this case; it does many other things as well. Section 1034 is not relevant to this case.

¹⁰ GAP policies unquestionably affect interstate commerce under the broad definition written into the federal act. See 18 U.S.C. § 1033(f)(3). AS 21.36.355 designates the Director as the official with authority to grant consent.

¹¹ AG 001-004, 006-015. AG 005 is a July 2008 resubmittal of Section VIII of the application and was not with the original packet (ALJ exam of Mr. Palmer, file 1, 29:45).

¹² ALJ exam of Mr. Palmer.

¹³ AG 007.

¹⁴ AG 001.

¹⁵ Direct exam of Brunette.

¹⁶ AG 002 (bold printing omitted).

¹⁷ *Id.*

¹⁸ AG 012-014.

suspended, for a third-degree (misdemeanor) theft that occurred in 1996.¹⁹ The third document was a letter authored by Mr. Palmer, mentioning Alaska case numbers 96-0477 CR and 96-9379 CR and noting that “all cases have been closed for over 10 years.”²⁰

The net disclosure was one felony and one misdemeanor. The number 96-9379 CR does not correspond to or resemble that of any known case in which Mr. Palmer was a party, and thus appears to be a mistake. The one-digit discrepancy between “3AN-97-2118” written on Mr. Palmer’s application and “3AN-S97-2418CR” on the Notice of Mitigators reflects a transcription error, not the existence of two cases with similar numbers. Thus, Mr. Palmer disclosed in some fashion cases 3AN-S97-2418CR, the 1997 felony, and 3AN-S96-4777 CR, the 1996 misdemeanor.

At Section VIII, Question 1 of the application, Mr. Palmer was asked: “In addition to the felony(ies) convictions you have disclosed, have you ever been convicted of . . . a crime, whether or not adjudication was withheld?”²¹ Again, details of each such incident were requested. The question called for misdemeanor convictions, but misdemeanor traffic citations were excluded.²² On Mr. Palmer’s May 27 application the “yes” box had been marked but then scribbled out, and the “no” box was marked. This was a negative answer to the question.

At the time he signed the sworn application, Mr. Palmer had the following additional criminal history, excluding traffic misdemeanors, that was called for, but not disclosed, in either Section III or Section VIII:²³

Item	Location	Date	Relevant App. §
Felony conviction, 2 counts – burglary, forgery (prison 3 yrs)	Florida	1980	III, VIII
Felony conviction, 6 counts – 4 larceny, 1 burglary, 1 dealing in stolen property (probation 6 yrs)	Florida	1990	III, VIII
Felony conviction, 2 counts – felon in poss. of firearm, false statement to obtain firearm (prison 30 months)	Alaska	1990	III, VIII
Misdemeanor conviction – shoplifting (No. 96-4348) (\$100 fine and community service)	Alaska	1996	VIII

¹⁹ AG 015. Cf. AG 078-080 (Amended Information and Judgment relating to this conviction).

²⁰ AG 049. The documents from the original application are scattered in the record, but the assemblage was reconstructed at the hearing using intake stamps and testimony from Ms. Brunette.

²¹ AG 006.

²² The question instructs applicants that they “may exclude misdemeanor traffic citations.”

²³ AG 065-113. There is a longer list of omitted items in paragraph 4 of the Statement of Issues, but it includes items that either are not freestanding convictions or are convictions not clearly within the limited coverage of the questions in the application.

The Division's staff eventually discovered these additional cases through independent investigation. When the Division shared its findings with Mr. Palmer, he amended his application to reflect some of the additional material, though he was not systematic about this and the application was never perfectly complete or accurate.²⁴ In correspondence with the staff after the additional history came to light, Mr. Palmer explained its omission as follows:

Regarding the information not previously disclosed in my prior communications with your department. I would like to address these now. There was never any intent to hide or conceal this information. Originally, I went to the courthouse in Anchorage to retrieve my files. After 4 hours, only a few pages were accessible which I printed off and sent to you. The Florida convictions are **very** old, some going back over 30 years and most of them I couldn't remember to begin with. There was much drug abuse in my life at the time. What I did disclose was everything I could obtain from the court system here in AK, which covered the last 10 to 15 years. As previously stated in past letters, every conviction, both here and in Florida was related to drug addiction; a problem which I struggled with all of my life. None of the convictions had anything to do with Insurance or securities fraud. I have never even worked in the field of insurance or securities.²⁵

Mr. Palmer swore to the content of this explanation at the hearing.²⁶ He also expanded on it a little bit, stating that his long-term memory is "shot" due to prior drug use.²⁷ One feature of the written explanation is notable: Mr. Palmer's stated that he could not remember most of the Florida convictions, suggesting that he could remember some of them.

Based primarily on the incompleteness of the disclosures, on February 12, 2009 Director of Insurance Linda S. Hall denied Mr. Palmer's application for consent under 18 U.S.C. § 1033. At the same time, she denied his application for an insurance producer license. In taking the latter action, she was treating his application for the 1033 waiver as a concurrent application for a producer license. According to Program Director Brunette, the two processes are, in theory, separate, and an applicant for a 1033 waiver could be required to apply separately for a license once the 18 U.S.C. § 1033 was received. However, the Division commonly treats a 1033 waiver application as a consolidated application for both the federal consent and for the state license

²⁴ On July 2, 2008, he submitted an amended page 5 that answered "yes" to the question about additional crimes in Section VIII. AG 005. He never formally amended Section III, although he did essentially acknowledge the existence of additional felonies in correspondence with the Division.

²⁵ AG 051.

²⁶ Direct testimony of Mr. Palmer.

²⁷ Rebuttal testimony of Mr. Palmer.

ultimately desired.²⁸ Mr. Palmer has not objected to the consolidated procedure, which was potentially beneficial to him.

III. Discussion

A. Standard of Review

This hearing is governed by Title 21, Chapter 6 of the Alaska Statutes. In general, it is an administrative proceeding of a type fairly common in Alaska: the final decisionmaker, in this case the Director of Insurance, makes an initial decision; the person affected by the decision is then given an opportunity for a hearing; and then the matter returns to the same decisionmaker for a final decision based on the more complete record developed at the hearing. In proceedings of this kind, the administrative hearing process is not so much an appeal as a reconsideration round. The burden is on the person challenging the initial decision to persuade the final decisionmaker to alter the decision.

The first round of decisionmaking is informal. In many cases, the first decision on an application will be the last, because the applicant will not request a hearing. When a hearing is requested and granted, however, it is not a repeat of the first round. Evidence is taken under oath and a more complete body of evidence may be collected, allowing a more rigorous testing of factual matters that, allegedly, may have been presented or understood inaccurately in the first round. AS 21.06 places no constraints on parties raising new matter, such as new factual support for the result they seek or new legal explanations. This is appropriate because it is typically only after the initial decision is communicated that the general direction and rationale for the Director's thinking is fully available to the applicant.

The decision at the end of the second round will be a more rigorously tested version of the first decision. If it differs from the first, the difference may not stem from any "errors" in the initial round. Instead, it is simply a new decision made with a different and more complete body of evidence. The task is to make the best decision possible at the executive branch level.

In the course of making the best decision possible, the Director of Insurance is not constrained in the way she approaches the decision. She is not required to defer to her prior decision, nor to uphold it merely because it was rational at the time it was made or was supported

²⁸ ALJ exam of Ms. Brunette.

by substantial evidence.²⁹ If she decides, based on the preponderance of the evidence, that the prior decision was wrong, was partly wrong, or could be improved, she may change it.³⁰

B. Standards for Granting Consent Under 18 U.S.C. § 1033

As noted in Part II, 18 U.S.C. § 1033(e) prevents anyone previously convicted of a felony involving dishonesty or breach of trust from working in the interstate insurance industry, unless that person has written consent from an authorized state regulator. The parties agree that the Director of Insurance is the regulator from whom consent must be secured in Alaska, and they agree that Mr. Palmer needs such consent because at least some of his prior felonies, which include a forgery conviction and a conviction for a false statement to obtain a firearm, plainly involved dishonesty.³¹

The federal statute sets no parameters for the state regulator's decision to grant or decline to grant consent. Alaska has enacted a counterpart to the federal statute, AS 21.36.355, requiring those convicted of a felony involving dishonesty or a breach of trust to obtain written consent from the Director of Insurance "as required under 18 U.S.C. 1033 and 1034," but the Alaska statute likewise provides no limits or guidance on how the Director's discretion is to be applied.

The National Association of Insurance Commissioners (NAIC) has developed guidelines for state regulators exercising their 18 U.S.C. § 1033 authority.³² The guidelines suggest that the state regulator should consider whether:

- (a) the applicant has been fully rehabilitated and no longer poses a risk or threat to insurance consumers or the insurer; and
- (b) the issuance of written consent to the applicant is consistent with the public interest, Federal and State law and any applicable court orders.³³

²⁹ See, e.g., *Baffer v. Dep't of Human Serv.*, 553 A.2d 659, 662-3 (Maine 1989) ("the Commissioner [is] the final repository of discretion;" where final administrative decisionmaker thinks he "must defer" to prior exercises of discretion, "[t]his thwarts the purpose of the hearing procedure").

³⁰ For an acknowledgment of these principles by a final decisionmaker similarly reviewing her own prior decision, see *In re Alaska Medical Development – Fairbanks, LLC*, OAH No. 06-0744-DHS, Decision & Order at 5-6 (issued April 18, 2007; adopted by Commissioner of Health & Social Services in relevant part, Decision After Remand, Oct. 9, 2007) (<http://aws.state.ak.us/officeofadminhearings/Documents/DHS/DHS060744.pdf>). Insofar as *In re Hollier*, OAH No. 06-0490-INS (Director of Insurance, adopted Feb. 9, 2007), might be read to the contrary, it is clarified herein to reflect that so long as a decision remains before the Director of Insurance, AS 21.06 does not constrain her through any artificial standard of review from using her best judgment to make the correct decision based on all the evidence before her.

³¹ The question of whether some of Mr. Palmer's other felonies are "crimes of dishonesty or breach of trust" within the meaning of that phrase in 18 U.S.C. § 1033 is more complicated, but need not be resolved here. See generally Z. Stamp & S. Kinion, "Crimes of Dishonesty and Breach of Trust: Is Theft Such a Crime Under 18 U.S.C. § 1033(e)?" *Federation of Regulatory Council Journal* 14:2 (2003) (<http://www.forc.org/public/journals/15>).

³² "Guidelines for State Insurance Regulators to the Violent Crime Control and Law Enforcement Act of 1994: 18 United States Code Sections 1033 and 1034" (1998; augmented 2002).

³³ *Id.* at 12.

These guidelines have been used to help define the scope of § 1033 decisions by state regulators in other states.³⁴ In addition to these two general criteria, although not expressly mentioned in the NAIC guidance, the issue of *whether the applicant has made any materially false statements in the application process* is one state regulators have generally considered important to their decision.³⁵

The consent decision under 18 U.S.C. § 1033 can be conditioned or limited at the Director's discretion so that, for example, the applicant might be limited to a particular job or field of endeavor within the Director's jurisdiction.³⁶ However, in granting such a consent one must be aware that conditions imposed do not apply outside the Director's jurisdiction, and that some states regard a consent granted by any other state as a universal consent that must be honored in their own jurisdiction as well.³⁷

C. Standards for Granting Limited Producer License

Alaska law forbids the Director from granting a license of any kind to a person she finds to be untrustworthy or incompetent, or whom she is not satisfied is qualified to receive the license.³⁸ In addition, the Director has discretion to deny (but is not compelled to deny, except as provided elsewhere) a license for a number of reasons, including willful misrepresentation in an attempt to obtain a license, conviction of any felony, or conduct that "reflect[s]" incompetence or untrustworthiness.³⁹

As she can with 1033 waivers, the Director is empowered to condition or limit licenses. With respect to the initial grant of a license (as opposed to discipline imposed on an existing

³⁴ See, e.g., *In re Violent Crime Control and Law Enforcement Act of 1994*; 18 U.S.C. §§ 1033, 1034, Revised Order Setting Procedure for Persons Seeking Written Consent [etc.] (Montana State Auditor as Ex Officio Commissioner of Insurance, May 20, 2008); *In re Cuppola*, No. INS 08-607, Decision and Order (Maine Bureau of Insurance, Oct. 30, 2008). Some language from the model application in the guidelines appears verbatim in Part VII of Alaska's application form for a 1033 waiver, but no Alaska decision or regulation has expressly adopted the guidelines. The guidelines are suggestions to assist a regulator, not mandates. Guidelines at i.

³⁵ E.g., *In re Violent Crime Control and Law Enforcement Act of 1994*, supra; *In re Miller*, Nos. 3096-L and 3097-W, Final Order (Kansas Commissioner of Insurance, April 14, 2003) (denying consent due to misstatement in application).

³⁶ Such conditions have been imposed in Alaska in the past. See *In re Leydon*, No. W 00-01, Stipulated Agreement and Order (Alaska Division of Insurance, March 20, 2000), at ¶ II-1; *In re Crossen*, No. W 03-03 (Alaska Division of Insurance, April 3, 2003), at ¶ II-1. Other states also impose conditions and limitations. See, e.g., *In re Flannery*, No. INS 01-2533, Decision and Order (Maine Bureau of Insurance, Sept. 17, 2001).

³⁷ Iowa and West Virginia apparently take this view and would honor an Alaska consent; California takes the opposite view and would require § 1033 consent in California for activity in California. Compare http://www.iid.state.ia.us/about_us/Fraud/1033/default.asp#Jurisdiction, http://www.iid.state.ia.us/about_us/fraud/1033/faq.asp, <http://www.wvinsurance.gov/forms/agents/1033-%20FAQs.pdf> with <http://www.insurance.ca.gov/0200-industry/0200-prod-licensing/0100-applicant-info/0600-1033-application/faqs.cfm>.

³⁸ AS 21.27.020(a).

license), these conditions require the consent of the applicant;⁴⁰ without that consent, the Director would have to deny the license outright if the license could only be made acceptable by the imposition of conditions. In this case, Mr. Palmer has consented to the imposition of a condition that he be restricted to selling GAP policies and to doing so only at Lyberger’s Car & Truck Sales, LLC.⁴¹ The Director may therefore evaluate granting him a license with that restriction.

D. Appropriateness of Consent or License in Mr. Palmer’s Case

There are a number of positive aspects to Mr. Palmer’s application that suggest good progress toward rehabilitation. He has held a steady job and avoided further trouble with the criminal law for a number of years. He has completed his criminal probation.⁴² He has successfully pursued higher education and has established family and community ties. His application is supported by his pastor, his employer, and other members of the community.⁴³

That said, the focus of 18 U.S.C. § 1033 is dishonesty: the statute seeks to prevent those convicted of serious crimes of dishonesty from engaging in the insurance business unless the risk of further dishonesty has been mitigated. It would be fundamentally at odds with the purpose of this statute to grant a waiver where the application for a waiver itself contains significant false statements. For this reason, directors in other states have made an absence of false statements in the application an important criterion for consent.⁴⁴

In this case, Mr. Palmer’s application contained inaccurate answers on two of the most important questions on the application. The first inaccuracy was an omission—failure to list all of his prior felonies, instead confining his disclosure to the most recent one. The second inaccuracy was a direct misstatement—answering “no” to a direct question about other crimes, whereas there were four convictions involving eleven crimes that should have triggered a “yes” answer.

Although it is impossible to be certain, the impression one gets from the documentary record and Mr. Palmer’s in-person testimony is that these false statements probably were not part of a conscious attempt at deception. The armed robbery that he did disclose is arguably the most serious offense on his record. Even if he was not actively trying to deceive, however, Mr.

³⁹ AS 21.27.410(a)(3), (7), (8).

⁴⁰ AS 21.27.420(c).

⁴¹ Closing argument of Mr. Palmer.

⁴² AG 025.

⁴³ AG 008-011.

⁴⁴ See note 35, *supra*.

Palmer certainly did not care enough about being accurate to make certain he made a complete and correct disclosure. Part of rehabilitation from a life of serious crime is directly confronting the full extent of that misconduct. And part of trustworthiness is not merely avoiding active deception, but also taking the trouble to *be sure* that what one says—especially in an important, sworn document—is fully accurate.

Because of the fundamental inaccuracies in Mr. Palmer’s application, one cannot be confident that he no longer poses a risk to insurance consumers or that permitting him to practice in the insurance field is in the public interest. Mr. Palmer argues that even if this is the case in the broader field of insurance, there is no risk in permitting him merely to sell GAP policies at Lyberger’s. For two reasons, his proposal for a conditional consent is not persuasive. First, as noted above, conditions on an Alaska consent under 18 U.S.C. § 1033 are of limited value outside Alaska. Thus, Alaska should be cautious in exercising the responsibilities entrusted to it under the federal law to avoid giving a consent that might be applied much more broadly in the other states that honor Alaska consents, unless Alaska is confident the individual can be trusted without the restrictions. Second, although Mr. Palmer characterizes the GAP sales as trivial, ministerial work, they are in fact sales of a somewhat complex insurance product.⁴⁵ A person selling these products must be careful enough about the truth that he will accurately disclose to consumers the costs, potential benefits, and exclusions. In submitting his inaccurate application, Mr. Palmer has not shown that he is such a person.

For these reasons, it is not appropriate to grant a 1033 waiver to Mr. Palmer. Without that consent, Mr. Palmer is ineligible for an Alaska insurance license of any kind.⁴⁶ Additionally, the limited producer license for which Mr. Palmer has applied should be denied because of the trustworthiness concern just discussed. Moreover, Mr. Palmer’s explanation for his inaccurate application—that his memory is “shot”—coupled with the pervasiveness of the inaccuracy on the most important questions in a critical legal document, indicate that he does not presently have the level of competence needed for an insurance license.

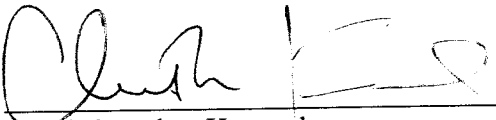
⁴⁵ See Ex. B. The GAP contract has a substantial amount of “fine print” that would be difficult for many consumers to understand.

⁴⁶ AS 21.36.355(a).

IV. Conclusion

John W. Palmer's application for written consent under 18 U.S.C. §§ 1033 and 1034 should be denied. The application has concurrently been treated as an application for an individual credit limited lines producer license, and that application should likewise be denied.

DATED this 17th day of June, 2009.

By: 
Christopher Kennedy
Administrative Law Judge

Adoption

The undersigned Director of the Division of Insurance adopts this Decision in OAH Case No. 09-0133-INS as the final administrative determination in this matter.

Judicial review of this decision may be obtained by filing an appeal in the Alaska Superior Court in accordance with Alaska R. App. P. 602(a)(2) within 30 days after the date of this decision.

DATED this _____ day of _____, 2009.

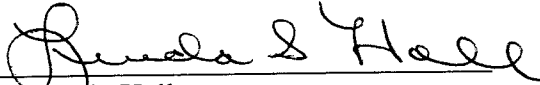
By: _____
Linda Hall
Deputy Director
Division of Insurance

Adoption

The undersigned Director of the Division of Insurance adopts this Decision in OAH Case No. 09-0133-INS as the final administrative determination in this matter.

Judicial review of this decision may be obtained by filing an appeal in the Alaska Superior Court in accordance with Alaska R. App. P. 602(a)(2) within 30 days after the date of this decision.

DATED this 20th day of August, 2009.

By: 
Linda Hall
Director
Division of Insurance