MIKE KREIDLER
STATE INSURANCE COMMISSIONER

STATE OF WASHINGTON

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BEFORE THE STATE OF WASHINGTON
OFFICE OF INSURANCE COMMISSIONER

In the Matter of	**Docket No. 12-0023**
NATHAN J. BOCHSLER,	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND FINAL ORDER**
Licensee.	

TO: Nathan J. Bochsler
525 Belmont Avenue East #9D
Seattle, WA 98102

COPY TO: Mike Kreidler, Insurance Commissioner
Michael G. Watson, Chief Deputy Insurance Commissioner
John F. Hamje, Deputy Commissioner, Consumer Protection Division
Robin Aronson, Staff Attorney, Legal Affairs Division
Carol Sureau, Deputy Commissioner, Legal Affairs Division
Office of the Insurance Commissioner
PO Box 40255
Olympia, WA 98504-0255

Pursuant to RCW 34.05.434, 34.05.461, 48.04.010 and WAC 10-08-210, and after notice to all interested parties and persons the above-entitled matter came on regularly for hearing before the Washington State Insurance Commissioner commencing at 10:00 a.m. on August 28, 2012. All persons to be affected by the above-entitled matter were given the right to be present at such hearing during the giving of testimony, and had reasonable opportunity to inspect all documentary evidence. The Insurance Commissioner appeared pro se, by and through Robin Aronson, Esq., Staff Attorney in his Legal Affairs Division. Nathan J. Bochsler appeared pro se.

NATURE OF PROCEEDING

The purpose of the hearing was to take testimony and evidence and hear arguments as to whether the Insurance Commissioner's Order Revoking License, No. 12-0023, entered January 31, 2012, revoking the Washington resident insurance producer's license of Nathan J. Bochsler ("Licensee") should be confirmed, set aside or modified. Said Order Revoking License is based on the Insurance Commissioner's ("OIC") allegations that the Licensee 1) falsified documents in connection with the sale of an automobile insurance policy to a consumer by attempting to use his own personal consumer credit report and 2) by identifying himself as the owner of the vehicle(s) to be insured, both in order to manipulate the premium rate for the consumer; and then later, in a further attempt to manipulate the premium rate for this consumer, 1) using the personal consumer credit report of an employee and 2) identifying the employee as the owner of the vehicle(s) , and thereafter transferring the approved policy to the consumer. On April 26, 2012, the Licensee filed a Demand for Hearing to contest the OIC's Order Revoking License.

FINDINGS OF FACT

Having considered the evidence and arguments presented at the hearing, and the documents on file herein, the undersigned presiding officer designated to hear and determine this matter finds as follows:

1. The hearing was duly and properly convened and all substantive and procedural requirements under the laws of the state of Washington have been satisfied. This Order is entered pursuant to Title 48 RCW and specifically RCW 48.04; Title 34 RCW including, for good cause shown, RCW 34.05.461(8); and regulations pursuant thereto.

2. Nathan J. Bochsler ("Licensee") is a young man who is a resident of Seattle, Washington and has worked as an insurance producer in Washington for approximately seven years. He received his B.A. in History from Gonzaga University in Spokane, then attended University of Washington Law School from 2000 until 2003, received his J.D. degree from that institution in 2003, passed the Washington State Bar Exam and became licensed to practice law in Washington beginning October 2003. He practiced construction defect law and general litigation with a private law firm until January 2004 when he changed to inactive status because he wanted to work in a situation involving less research and writing and more contact with people. Additionally, he developed contacts, including loan officers, through his father and a networking group - and to some extent his uncle who is an insurance producer in Portland - who were available to help him build his insurance business. [Testimony of Licensee.]

3. Therefore, on November 16, 2004, the Licensee obtained his Washington resident insurance producer's license. He began work fairly shortly thereafter as an employee with Allstate Insurance Company where he attended Allstate's sales training seminar for one week in Chicago, and Allstate's systems training for one week in Bothell, WA. He formed an S

Corporation for himself and from July 2006 to August 2011 became self employed, owning his own insurance agency which was an exclusive agent for Allstate. Pursuant to Allstate's rules, he officed with another agent for six months and then, as required, moved in 2007 into his own offices in Everett, WA. During the last two years he operated his own agency he hired 4 to 5 employees. His agency earned 10% commission for each Allstate policy it sold, and although certain sales goals were set he would not lose his agency if those goals were not met. [Testimony of Licensee.] The Licensee began his business with no clients, increased it to include 300 to 400 policies, and when he had increased it to 700 policies he purchased a book of business from another producer. He eventually increased his business to 2500 to 2700 policies. For three of the four years he operated his own agency, the Licensee was in the top 3% of Allstate producers in terms of sales – and scored very highly in other ratings and competitions for sales, retention of policies and other positive results of good work – he earned trips and financial bonuses from Allstate as rewards for his good work. Because the Licensee's sales were double what was required to win these rewards, he was under little or no pressure to increase his sales. He allowed his employees, who were largely producers themselves, to handle most of the agency's new customers in order to help them build their own client bases.

4. **First Policy eff. 11/24/09** issued by Licensee's agency then cancelled by Allstate: On or about November 2009, the Licensee's agency responded to an internet inquiry from Mr. Ed Wright for an insurance quote. Prior to that time, neither Mr. Wright nor his domestic partner, Ms. Joe, had any connection to the Licensee or his agency. [Licensee Ex. 9, Declaration of Ed Wright.] On or about November 18, 2009, the Licensee's agency processed the first Allstate auto policy at issue herein, Policy No. **964333219 [OIC Ex. 5, first policy details]**. The Applicant was stated to be Ms. Joe. The Named Insureds were stated to be Mr. Wright and Ms. Joe. Mr. Wright and Ms. Joe were also named as operators. The Agent of Record is stated to be the Licensee. The Licensee's agency ran the credit report (which in part determines the amount of premium to be charged) on Ms. Joe. James Haffner, an Allstate producer who was then working as an employee of the Licensee's agency, signed said policy as the producer and as the binding authority. [OIC Ex. 5, first policy details.] The policy covered two vehicles, a 1992 Ford Explorer and a 1988 Mitsubishi Montero. Mr. Wright and Ms. Joe were both correctly identified as *Single (Never Married)* and living together. Mr. Wright signed the application, which provided only one signature line for the "Applicant," and both Mr. Wright and Haffner signed the underinsured coverage limits as the "Named Insured or Spouse" and the "Agent," respectively, and on the PIP coverage rejection form Ms. Joe's name as "Applicant or Named Insured" was typed in on her signature line and Mr. Wright signed this form on his signature line as "Applicant or Named Insured." The policy application showed the specific premium amounts for the various coverages for the 1992 Ford and the 1988 Mitsubishi separately. The estimated premium for both vehicles was approximately $631.21 for six months. [OIC Ex. 5, first policy details.] Prior to the time the application was submitted, the Licensee states that he checked with Allstate processing and underwriting to insure that his agency was writing the policy correctly, given the less common situation where domestic partners living together each have access to the vehicles, and that Allstate assured him that they were. [Testimony of Licensee.] For this reason, and as evidenced by having both Mr. Wright's and Ms. Joe's names included as "Named

Insureds," the Licensee understood that Allstate permitted multiple people as named insureds even if not married and was not trying to hide this fact. [OIC Ex. 5, first policy details.] In fact, the Licensee explained to Mr. Wright that his relationship with Ms. Joe was a common law marriage situation because they had been in such a long relationship that included combining and sharing major assets such as their cars and house; the Licensee told Mr. Wright that he could treat them as either married or single for insurance purposes. [Licensee Ex. 9, Declaration of Ed Wright.]

5. Allstate's regional underwriting cancelled the first policy effective February 17, 2010, advising Mr. Wright and Ms. Joe that the cancellation was because *Our records indicate that you do not have an insurable interest in one or more vehicles insured under this policy* [presumably meaning the policy was cancelled because Ms. Joe could not be a Named Insured because she was not a registered owner of at least one of the covered vehicles i.e., this was an insurable interest issue]. [OIC Ex. 5, Notice of Cancellation of first policy.] The Cancellation Notice did not, however, advise that it was improper to use Ms. Joe's credit report and not Mr. Wright's credit report. Apparently, Allstate did not investigate the handling and issuance of this first policy. [OIC Ex. 2, Allstate Summary of Evidence],

6. **Second Policy eff. 2/17/10** issued by Licensee and cancelled by Allstate: On or about February 12, 2010 the Licensee's agency wrote the second Allstate auto policy at issue herein, Policy No. **9644907330 [OIC Ex. 6, second policy details]**, effective February 17, 2010. While the Licensee states that David Alber (an Allstate producer employed by the Licensee's agency, who since the first policy had replaced Haffner) wrote this policy [OIC Ex. 4, Statement of Licensee], the policy identifies the Licensee as the Agent of Record. Further, in its Allstate Summary of Evidence Report, Allstate reports that Mr. Wright stated in his interview with Allstate that the Licensee personally completed this policy application with him, and that at that time he informed the Licensee that *he (Wright) was the registered owner of two of the vehicles and his partner Dale Joe was the registered owner of the third vehicle.* [OIC Ex. 2, Allstate Summary of Evidence dated December 30, 2010.]

7. In this second policy, Mr. Wright was stated to be the Named Insured. Although the Named Insured was only Mr. Wright, the credit report for the policy was run on only Ms. Joe. The policy listed both Mr. Wright and Ms. Joe as operators, and once again correctly listed them both as Single (Never Married) and living together. The Licensee believed it was proper to have only Mr. Wright as the Named Insured because Mr. Wright was the owner of the 1992 Ford and 1988 Mitsubishi [Testimony of Licensee; OIC Ex. 4, Statement of Licensee], and so now that he was removing Ms. Joe's name as a Named Insured he was removing the insurable interest problem which caused Allstate to cancel the first policy. However, this second policy differed from the first policy in that this second policy covered three vehicles (the 1992 Ford, the 1988 Mitsubishi, and now a 1985 Porsche was added which Mr. Wright had told the Licensee that Ms. Joe owned). [OIC Ex. 2, Allstate Summary of Evidence.] Therefore, using Allstate's reason for cancelling the first policy (insurable interest issue), the Licensee would create the same insurable interest problem with this second policy because he had now added the 1985 Porsche owned by

Ms. Joe but had at the same time removed Ms. Joe's name as a Named Insured. The premium for this second policy for six months was approximately $1207.58. [OIC Ex. 6, second policy details.]

8. The Licensee had assumed it was proper to have Mr. Wright as the Named Insured but run the credit report on Ms. Joe because this issue had on occasion arisen before with long term domestic (non-married) partners who had access to drive all vehicles and wanted to be on the same policy, under a common law marriage theory, and in those earlier situations he had not had any previous issues with writing a policy this way. The Licensee understood Allstate's procedure to be that when two people are in a domestic partnership where both of them have access to drive the cars covered by the policy then either one or both of the two domestic partners could be a Named Insured and either one or both could be the subject of the credit report. This is the same information that the Licensee provided to Mr. Wright at the time he applied for this second policy. [Ex. 2, Allstate Summary of Evidence, interview with Mr. Wright.] The Licensee believed the insureds' relationship to be a meretricious one. [OIC Ex. 4, Statement of Licensee; Testimony of Licensee.] Further, prior to writing this second policy, the Licensee had checked with Allstate underwriters about the situation but received no clear answer from them as to how to tie the policies together given the domestic relationship. [Testimony of Licensee.]

9. Allstate cancelled this second policy effective March 16, 2010, stating the reason for cancellation was that the Licensee's agency had run the credit report on Ms. Joe and not on Mr. Wright. [OIC Ex. 6, Notice of Cancellation of second policy.] Allstate did not cite the insurable interest problem as a reason for cancellation, although it appears (see above) this second policy had the same insurable interest problem which was the reason Allstate cancelled the first policy.

10. **Third Policy eff. 3/16/10** issued by Licensee's agency and cancelled by Licensee: On or about March 5, 2010, the Licensee caused a third policy to be processed, No. **964419003 [OIC Ex. 8, third policy details]** which became effective March 16, 2010, in which the Licensee is the Agent of Record. Although he did not include it in his Statement to the OIC [OIC Ex. 4; Statement of Licensee dated September 12, 2011], on or about March 5, 2010, the Licensee advised David Alber to write this third auto policy and 1) to name the Licensee himself, Nathan Bochsler, as the Named Insured; 2) to use the Licensee's own mailing address and not that of Mr. Wright and Ms. Joe; and 3) to use the Licensee's own credit report for purposes of determining the premium for this third policy. [OIC Ex. 3, Statement of Licensee's attorney Thomas dated September 12, 2011.] The policy covered the same three vehicles which were covered in the second policy, No. 9644907330 [OIC Ex. 6] (i.e., the 1988 Mitsubishi owned by Mr. Wright, the 1992 Ford owned by Mr. Wright, and the 1985 Porsche owned by Ms. Joe).

11. The Licensee states that he advised Mr. Alber to prepare this third policy in this way in order to obtain a policy rate for Mr. Wright and Ms. Joe at the premium rate he believed Mr. Wright and Ms. Joe originally qualified for, which was approximately $631.21 for six months (see above). The premium for this third policy, however, was approximately $1309.93 - far from

the $631.21 range the Licensee believed Mr. Wright and Ms. Joe qualified for. The Licensee then thought that if he wrote the policy using Mr. Alber's credit report rather than his own credit report he would be able to provide a premium rate more closely resembling the $631.21 range he believed Mr. Wright and Mr. Joe qualified for. For this reason, the Licensee himself cancelled this third policy and processed yet a fourth policy (below). [OIC Ex. 3, Statement of Licensee's attorney Thomas.]

12. **Fourth policy eff. 3/10**: On or about February 27, 2010 (because now Allstate had cancelled the first and second policies and the Licensee could not produce the $631.21 premium for the third policy which he believed Mr. Wright and Ms. Joe qualified for by using the Licensee's own name as the Named Insured and the Licensee's own credit report), the Licensee tried to produce the $631.21 premium by now using David Alber's credit report. The Licensee's agency therefore processed this fourth policy, Policy No. **964420263. [OIC Ex. 7, fourth policy details.]** As planned, the Licensee, who is stated to be the Agent of Record, 1) used David Alber's name as the Named Insured although these were the same three vehicles which were actually owned by Mr. Wright and Ms. Joe; 2) falsely provided Mr. Wright's and Ms. Joe's address as that of David Alber the Named Insured; 3) used David Alber's credit report; and 4) only named Ms. Joe as an operator. [Testimony of Licensee; OIC Ex. 3, Statement of Licensee's attorney Thomas; OIC Ex. 4, Statement of Licensee to OIC; OIC Ex. 7, fourth policy details.] However, while the premium for the third policy using the Licensee's own name as Named Insured and his own credit report was $1309.93 [OIC Ex. 8, third policy details], the premium for this fourth policy processed under David Alber's credit report was 1351.93 for six months, even further from his $631.21 goal.

13. Curiously, as to this fourth policy, the Licensee still believed that Mr. Wright's and Ms. Joe's premium should be about $631.21 like it was for the first policy that Allstate had cancelled, even though 1) the first policy was applied for using Mr. Wright's and Ms. Joe's names as the Named Insureds and this fourth policy has David Alber as the Named Insured; 2) the first policy was applied for using Ms. Joe's credit report (which, in its cancellation of the second policy, Allstate had informed the Licensee was unacceptable) and this fourth policy has David Alber's credit report; and 3) the first policy covered only two vehicles and this fourth policy covered a third vehicle as well (the 1985 Porsche). [OIC Ex. 5, first policy details; OIC Ex. 7, fourth policy details; OIC Ex. 2, Allstate Summary of Evidence; OIC Ex. 3, Statement of Licensee's attorney Thomas dated September 23, 2011.]

14. **First change of fourth policy 5/25/10**: While this fourth policy was written naming David Alber as the Named Insured, on May 25, 2010 and effective May 25, 2010, by endorsement the Licensee: 1) changed the Named Insured from David Alber to Ms. Joe; 2) changed the operator from David Alber to Ms. Joe; and 3) added Mr. Wright as an operator. [OIC Ex. 7.] Even with these changes, the stated premium for six months appears to have remained at $1351.93.

15. **Second change of fourth policy 6/25/10**: On June 25, 2010, effective June 6, 2010

(backdated), the Licensee processed more changes to this fourth policy: 1) the Licensee removed one of the three originally insured vehicles, the 1992 Ford, for the reason that the *item was no longer in insured possession* [OIC Ex. 7] because the 1992 Ford had been totaled on June 5, 2010 [OIC Ex. 7]; 2) the Licensee added a different vehicle replacing the 1992 Ford Explorer, this time a 1994 Ford Expo van; and 3) the Licensee changed one of the operators from Ms. "Dale Joe" to Ms. "Dale Jo Swalwell" (with all of the same identification numbers and single marital status for Ms. Joe). Further, on June 24, 2010, effective June 10, 2010 (backdated), the Licensee processed another change reflecting that Allstate had paid out $3,230 on the total loss of the 1992 Ford Explorer, that the accident type had been changed and that Allstate's insured under this third policy was changed from 0 to 99% responsible for the accident. Even with all of these changes, the stated premium for six months appears to have remained at $1351.93. [OIC Ex. 7.]

16. In summary of the above Findings, the Licensee believed from his communications with Allstate that the $631.21 (i.e. $600-700) range premium rate was the correct one for which Mr. Wright and Ms. Joe qualified. When he could not get the Allstate computer system to approve a premium rate in this range for the coverage, in the application for the third policy he used his own name and credit report. When that did not work, in the application for the fourth policy he used David Alber's name and credit report, all in order to secure what he believed was the premium rate for which Mr. Wright and Ms. Joe qualified. With regard to how the Licensee handled the first and second policies, he may have an argument that it was difficult to determine how to properly insure Mr. Wright and Ms. Joe with their domestic partnership status and joint access to the covered vehicles (although in processing the second policy the Licensee is expected to know that Ms. Joe's newly added Porsche would require her to be a Named Insured, although that was not the reason Allstate cancelled the second policy).

17. Leaving his activities relative to the first and second policies aside, however, it is difficult to lend credence to the Licensee's reasoning relative to the third and fourth policies: the Licensee is clearly a very intelligent, educated individual 1) who has held a Washington insurance producer's license since November 2004, which was over five full years before this incident occurred; 2) who during those over five years before this incident occurred first worked as an Allstate producer-employee for a significant period of time, who underwent Allstate training and who worked and officed with another Allstate producer for at least six months as required by Allstate as a means of obtaining additional training and support; 3) who then for some four years prior to this incident worked hard to build up, and owned and operated, his own Allstate exclusive agency from having little or no business when he began his own agency in July 2006 to operating a very successful, productive Allstate agency which has won many highly competitive and respective Allstate awards [Licensee Exs. 10, 11] with no complaints to the OIC and no evidence of any other problems in his business even though he employed as many as seven individuals including at least one other producer in his agency; and 4) who, again, had accomplished all of these successes in the five years before he engaged in the activities herein. Why, then, when owning and operating a successful agency with over 3,000 policies and clearly not needing any more business, would the Licensee process auto applications for Mr. Wright and

Ms. Joe – brand new customers to whom he had no prior connection – and name himself or David Alber as the Named Insureds on the third and fourth policies when clearly neither were the registered owners or operators of the covered vehicles (especially since Allstate had just cancelled the first policy for the reason that Ms. Joe could not be a Named Insured because she did not own either of the two covered vehicles)? And why would the Licensee use his own or David Alber's credit reports when clearly neither of them were proper Named Insureds or the owners or operators of the covered vehicles (especially since Allstate had just cancelled the second policy because the Licensee had used the wrong credit report)? If the Licensee's reason was to obtain the lower premium rate he thought the real insureds qualified for, why did he not recognize that expecting the original lower premium rate provided for the first policy was not reasonable given that that first policy used the wrong credit report and covered one less vehicle?

13. In December, 2010 the Licensee received a notice "out of the blue" [Testimony of Licensee] from Allstate's Investigator, Kevin H. Stelzer, notifying him that the following morning he was required to meet with Allstate. This was the first that the Licensee had heard that Allstate had a concern regarding the manner in which he handled the policy applications for Mr. Wright and Ms. Joe. [Testimony of Licensee; Licensee's Ex. 1; OIC Ex. 4.] The Licensee had 24 hours to consolidate his files and prepare for this meeting. [Testimony of Licensee; OIC Ex. 4.]

14. On December 22, 2010, which was the day following his interview with Allstate, the Licensee cancelled this third policy effective December 23, 2010 in order *to correct the issues with his* [Mr. Wright's] *policy. I was able to help him find other insurance that suited him better immediately....* [OIC Ex. 2, Allstate Summary of Evidence.] In its Summary of Evidence, Allstate noted that *He* [the Licensee] *did not indicate why he processed an endorsement on May 25, 2010 which changed the named insureds to Dale Joe and Mr. Wright.* [OIC Ex. 2, Allstate Summary of Evidence.] [However, in fact on May 25, 2010 the Licensee did not change the Named Insureds to Dale Joe and Mr. Wright: on that date he changed the Named Insured(s) to only the name of Ms. Joe. Also, presumably the Licensee made the change on May 25, 2010 because Ms. Joe was the owner of the third vehicle (Porsche).]

15. While the Licensee acknowledges that he used bad judgment, he states that in these activities he believed he was working within the policy guidelines in attempting to obtain for Mr. Wright and Ms. Joe what he thought was the proper premium rate. [Testimony of Licensee.] As above, at least as to the third and fourth policies, this is not credible.

16. It is unclear why Allstate waited six months after its interview with the Licensee in December, 2010 to cancel the Licensee's affiliation with Allstate (effective June 2, 2011). Thereafter, on June 2, 2011 Allstate advised the Licensee that he was required to sell his agency by August 31, 2011. [Testimony of Licensee; Ex. 1.] Thereafter, by letter dated June 14, 2011 addressed to the OIC, Allstate advised that it was terminating the Licensee "for cause," and stated the cause to be "falsification of documents." [Testimony of Licensee; Licensee's Ex. 2.]

17. First, the Licensee, in response to the OIC's questions and the OIC's questions in its August 10, 2011 inquiry [Licensee's Ex. 4], and in his testimony and argument at hearing, admitted the above facts, and acknowledged that he had made the wrong decisions in completing the policy applications. The Licensee cooperated fully with the OIC's investigation. Earlier, while the Licensee's initial response to Allstate may have lacked detail, he was given less than 24 hours to meet with Allstate about their concerns and so was unable to prepare adequately for the interview since he did not have time to consolidate all of the documents regarding the file and understand what had occurred nearly one year prior to his December 21, 2010 interview with Allstate. He does appear to be contrite about these activities, he understands the seriousness of what he did even though it involved only one customer and one policy and in fact did not harm any consumers. He seems to have, indeed, learned his lesson.

18. Second, while the Licensee's business handled over 3,000 policies and employed at least one other Allstate producer at any given time, over the five years he owned and operated his agency 1) he earned unusually high awards from Allstate for his sales, marketing, customer retention and other effective insurance practices; 2) he had no complaints to the OIC or any other known problems in his business aside from this single policy for this new customer during the seven months between 11/24/09 to 6/25/10; and 3) he has no criminal background or any other reason which would be of concern in his business practices.

19. Third, it does not appear that the Licensee intended to hide what he was including, or allowed to be included, in the various versions of the Mr. Wright/Ms. Joe vehicle policy, and it does not appear that the Licensee was working in his own self interest. By the time of the Licensee's activities herein the Licensee had received many commendations and awards from Allstate for being an effective and productive insurance producer. He had business far in excess of what he needed to earn further awards, and did not need this policy to earn any awards he was not earning anyway. He stood to benefit very little from the issuance of this policy (only some $130 commission). In addition, personally, the Licensee has a reputation as an Allstate producer who is honest, competent, effective, and customer-oriented, even from Allstate producers who worked for and with him (Rob Conroy, James Haffner) and customers (Wright). [Licensee Exs. 7, 8, 9.] Although the Licensee admits he made wrong decisions (presumably particularly relative to the third and fourth policies), Allstate did have many of its own communications problems at the time and this hampered its ability to effectively answer its producers' questions presented to them and Allstate's computer system created premium and pricing issues. [Licensee Exs. 7 and 8, Declarations of Rob Conroy and James Haffner; Testimony of Licensee.]

20. Fourth, the Licensee has been punished for the wrong choices he made with regard to this consumer and this Allstate auto policy. When Allstate terminated the Licensee's affiliation, pursuant to Allstate rules he was forced to sell his ownership of his agency against his will, thereby also losing his ability to continue building his business. He has been unable to practice the business of insurance since June 2, 2011 when Allstate cancelled his affiliation; he has undoubtedly suffered some damage to his reputation and it must be acknowledged that this situation may hamper his opportunities in other professions. Finally, he has lived in "limbo"

without his license, as he describes it, these past 19 months since Allstate terminated his affiliation and the OIC subsequently revoked his insurance producer's license.

21. While the Licensee's activities were reprehensible, and are ones for which he should be disciplined, for the above reasons it is reasonable that the OIC's Order Revoking License be amended to instead impose a fine of $2,000 upon the Licensee with the advise that the activities which are found herein should be taken into consideration by the OIC should the OIC conduct any future investigations or disciplinary actions involving the Licensee.

22. Nathan J. Bochsler, the Licensee, appeared as the sole witness on behalf of the OIC and also appeared as the sole witness on his own behalf. Mr. Bochsler presented his testimony in a detailed and credible manner and presented no apparent biases.

CONCLUSIONS OF LAW

Based upon the above Findings of Facts, it is hereby concluded:

1. The adjudicative proceeding herein was duly and properly convened and all substantive and procedural requirements under the laws of the state of Washington have been satisfied. This Order is entered pursuant to Title 48 RCW and specifically RCW 48.04; Title 34 RCW including, for good cause shown, RCW 34.05.458(8); and regulations pursuant thereto.

2. Pursuant to RCW 48.17.530(1), the OIC may place on probation, suspend, revoke, or refuse to issue or renew an insurance producer's license, or may levy a civil penalty in accordance with RCW 48.17.560 or any combination of actions, for any one or more of numerous specific causes.

3. As alleged by the OIC, it is here concluded that with regard to securing an auto policy for Mr. Wright and Ms. Joe between 11/24/09 to 6/25/10, the Licensee, directly and/or through one of his employees, misrepresented the terms of an application for insurance, and the terms of an actual insurance contract, as contemplated by RCW 48.17.530(1)(e).

4. As alleged by the OIC, it is here concluded that with regard to securing an auto policy for Mr. Wright and Ms. Joe between 11/24/09 to 6/25/10, the Licensee, directly and/or through one of his employees, demonstrated incompetence, or untrustworthiness, in this state, as contemplated by RCW 48.17.530(1)(h).

5. It is here concluded that, based upon the Findings of Facts found above, and the Conclusions of Law herein, the OIC's Order Revoking License should be amended to instead impose a fine of $2,000, payable within 30 days of the date of this Order as set forth below.

6. It is further concluded that the OIC may take the above Findings of Facts and Conclusions of Law into consideration should the OIC conduct any future investigations or disciplinary actions involving the Licensee in the future.

ORDER

On the basis of the foregoing Findings of Facts and Conclusions of Law,

IT IS HEREBY ORDERED that the Washington State Insurance Commissioner's Order Revoking License, No. 12-0023, is amended to instead impose a fine of $2,000, and the OIC may take the above Findings of Facts and Conclusions of Law into consideration should the OIC conduct any future investigations or disciplinary actions involving the Licensee in the future.

IT IS FURTHER ORDERED that the Licensee shall pay said fine of $2,000, in full, to be received within 30 days of the date of this Order, mailed or delivered to P.O. Box 40255, Olympia, WA 98504-0255 or 5000 Capitol Blvd., Tumwater, WA 98501. Should said fine not be received by that date, the insurance producer's license of the Licensee shall automatically be revoked without further appeal.

ENTERED AT TUMWATER, WASHINGTON, this 24th day of January, 2013, pursuant to Title 48 RCW and specifically RCW 48.04 and Title 34 RCW and regulations applicable thereto.

PATRICIA D. PETERSEN
Chief Presiding Officer

Pursuant to RCW 34.05.461(3), the parties are advised that they may seek reconsideration of this order by filing a request for reconsideration under RCW 34.05.470 with the undersigned within 10 days of the date of service (date of mailing) of this order. Further, the parties are advised that, pursuant to RCW 34.05.514 and 34.05.542, this order may be appealed to Superior Court by, within 30 days after date of service (date of mailing) of this order, 1) filing a petition in the Superior Court, at the petitioner's option, for (a) Thurston County or (b) the county of the petitioner's residence or principal place of business; and 2) delivery of a copy of the petition to the Office of the Insurance Commissioner; and 3) depositing copies of the petition upon all other parties of record and the Office of the Attorney General.

Declaration of Mailing

I declare under penalty of perjury under the laws of the State of Washington that on the date listed below, I mailed or caused delivery through normal office mailing custom, a true copy of this document to the following people at their addresses listed above: Nathan J. Boehsler, Mike Kreidler, Michael G. Watson, John F. Hamje, Esq., Robin Aronson, Esq., and Carol Sureau, Esq.,

DATED this 25th day of January, 2013.

Kelly A. Cairns

KELLY A. CAIRNS

MIKE KREIDLER
STATE INSURANCE COMMISSIONER

STATE OF WASHINGTON

Phone: (360) 725-7000
www.insurance.wa.gov

OFFICE OF
INSURANCE COMMISSIONER

In The Matter of Nathan J. Bochsler, Licensee.	ORDER NO. 12-0023 NPN 8306772 WAOIC 233844 ORDER REVOKING LICENSE

To: Nathan J. Bochsler
525 Belmont Avenue East # 9D
Seattle, WA 98102

IT IS ORDERED AND YOU ARE HEREBY NOTIFIED that your Washington State insurance producer license is **REVOKED**, effective February 18, 2012, pursuant to RCW 48.17.530, 48.30.210, and RCW 48.17.540(2).

THIS ORDER IS BASED ON THE FOLLOWING:

1. Nathan J. Bochsler holds a Washington resident insurance producer's license, WAOIC # 233844, issued November 16, 2004.

2. Between February and April 2010, Nathan J. Bochsler falsified documents and/or directed the falsification of documents in connection with the sale of an automobile insurance policy to consumers, while employed as an insurance producer with Allstate Insurance Company. Nathan J. Bochsler submitted an application for an automobile insurance policy in which he used his own personal consumer credit report and identified himself as being both the owner of the vehicle(s) to be insured and the individual requesting to be the named insured policyholder, in an effort to manipulate the premium rate for two consumers. Nathan J. Bochsler thereafter submitted a second application for an automobile insurance policy in which he used the personal consumer credit report of an employee in the insurance agency and identified the employee as being both the owner of the vehicle(s) to be insured and the individual requesting to be the named insured policyholder, in further effort to manipulate the premium rate for the same two consumers. Following approval of the second application, Nathan J. Bochsler transferred the policy into the name of the consumer(s).

3. Pursuant to RCW 48.17.530, the Commissioner may revoke the license of any insurance producer for intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance [RCW 48.17.530(1)(e)]; or for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility [RCW 48.17.530(1)(h)].

IT IS FURTHER ORDERED that you return your insurance producer license certificate to the Commissioner on or before the effective date of the revocation of your license, as required by RCW 48.17.530(4). Return your license to: Licensing Manager, Office of the Insurance Commissioner, P O Box 40257, Olympia, WA 98504-0257.

ENTERED AT TUMWATER, WASHINGTON, this 31 day of January, 2012.

MIKE KREIDLER
Insurance Commissioner

By _____
Robin E. Aronson
OIC Staff Attorney

NOTICE OF YOUR RIGHT TO A HEARING

If you are aggrieved by this Order, RCW 48.04.010 permits you to demand a hearing. Pursuant to that statute and others: You must demand a hearing, in writing, within 90 days after the date of this Order, which is the day it was mailed to you, or you will waive your right to a hearing. Your demand for a hearing must specify the reasons why you think this Order should be changed. Upon receipt of your demand for hearing, you will be contacted by an assistant of the Chief Hearing Officer to schedule a teleconference with you and the Insurance Commissioner's Office to discuss the hearing and the procedures to be followed.

Please send any demand for hearing to:

Office of the Insurance Commissioner
Attention Patricia D. Petersen, Chief Hearing Officer
Hearings Unit
P.O. Box 40255
Olympia, WA 98504-0255

CERTIFICATE OF MAILING

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above-entitled action, and competent to be a witness herein.

On the date given below I caused to be served the foregoing ORDER REVOKING LICENSE on the following individuals via US Mail.

Nathan J. Bochsler
525 Belmont Avenue East #9D
Seattle, WA 98102

And to his attorney:

Joyce L. Thomas
Frank Freed Subit & Thomas LLP
705 Second Avenue, Suite 1200
Seattle, WA 98104-1798

SIGNED this 31st day of January, 2012, at Tumwater, Washington.

Renee Molnes

Renee Molnes