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STATE OF WASHINGTON
OFFICE OF THE INSURANCE COMMISSIONER

HEARINGS UNIT
OFFICE OF
INSURANCE COMMISSIONER

In the Matter of:

Amandeep Cheema,

Appellant.

Agency No. 16-0216

OIC'S MOTION FOR SUMMARY
JUDGMENT

RELIEF REQUESTED

The Office of the Insurance Commissioner (OIC) moves for summary judgment on Amandeep Cheema's appeal of the license application denial issued to her for violating at least one insurance law. This motion is made on the grounds that no genuine issue of material fact related to this issue exists, and that the OIC is entitled to judgment against Cheema as a matter of law.

ISSUES

In deciding this motion, this tribunal is presented with two issues:

1. Did Cheema violate at least one of the following insurance laws: RCW 48.01.030, RCW 48.17.125, RCW 48.17.530(1)(b), RCW 48.17.530(1)(c), RCW 48.17.530(1)(h), RCW 48.17.530(1)(k), RCW 48.30.040, WAC 284-17-125(1), and WAC 284-17-125(3)?
2. If so, is license denial a proper action?

MATERIAL FACTS

Between September 2015 and July 2016, Amandeep Cheema sat for an insurance producer license examination 15 times. Declaration of Brandon Lee, Ex. 1. Cheema failed each attempt but her last. *Id.* Due to her unsuccessful attempts to pass the exam, Cheema's husband – who was a licensed insurance producer – sat for the exam in order to copy questions and to help Cheema pass the test. Lee Decl., Ex. 2. Cheema's husband then revealed the confidential

1 contents of the exam to Cheema – they discussed the test questions that her husband
2 encountered while taking the exam. Lee Decl., Exs. 3, 4 (at approx. 12:34 to 13:19, 14:47 to
3 15:05, 23:27 to 23:49). Cheema’s husband also took pictures of the exam, but claims that he
4 deleted them because they were blurry. Lee Decl., Ex. 2. Each time Cheema and her husband sat
5 for the exam, they consented to a security agreement by confirming that they would maintain
6 the confidentiality of the exam. Lee Decl., Exs. 5, 6.

7 In July 2016, Cheema passed the exam and applied for an insurance producer license.
8 Lee Decl., Ex. 1. Before responding to Cheema’s application, OIC staff interviewed Cheema.
9 Lee Decl., Exs. 3, 4. During the interview, Cheema admitted that she reviewed exam questions
10 with her husband to determine if she had provided the correct answer and to help her pass the
11 exam. Lee Decl., Exs. 3, 4 (at approx. 12:34 to 13:19, 14:47 to 15:05, 23:27 to 23:49).

12 Subsequently, the OIC denied Cheema’s application for a license.

13 Currently, Cheema seeks to overturn the OIC’s decision to deny her license application.

14 **EVIDENCE RELIED UPON**

15 This motion is based on the pleadings filed in this matter, on the Declaration of Brandon
16 Lee, and:

- 17 1. A copy of the OIC’s records regarding Cheema’s attempts to pass an insurance producer
18 license examination, attached to Lee’s Declaration as Exhibit 1.
- 19 2. A copy of investigator Lee’s notes of his interview of Cheema’s husband, attached to Lee’s
20 Declaration as Exhibit 2.
- 21 3. A copy of investigator Lee’s notes of Cheema’s interview along with an audio recorded
22 statement form, attached to Lee’s Declaration as Exhibit 3.
- 23 4. A copy of Cheema’s audio-recorded interview, attached to Lee’s Declaration as Exhibit 4.
- 24 5. A copy of investigator Lee’s notes of his interview of Stephanie Taylor, attached to Lee’s
25 Declaration as Exhibit 5.
- 26 6. A copy of the PSI Security Agreement for Examinations, attached to Lee’s Declaration as
Exhibit 6.

ARGUMENT AND AUTHORITY

I. Summary judgment in favor of the OIC is appropriate because there is no genuine

1 **dispute that Cheema violated at least one of Washington’s insurance laws.**

2 **A. Standard.**

3 This motion is made under WAC 10-08-135, which provides that summary judgment is
4 proper when there is no genuine issue of material fact and the moving party is entitled to
5 judgment as a matter of law. A “material fact” is a fact on which the outcome of the litigation
6 depends, in whole or in part. *Hisle v. Todd Pac. Shipyards*, 151 Wn.2d 853, 861 (2004). This
7 adjudication depends upon whether Bisla violated Washington’s insurance laws and whether the
8 OIC properly determined to revoke Bisla’s insurance producer license.

8 **B. Cheema violated at least one insurance law, so she should not be granted a license.**

9 When a prospective insurance producer violates any insurance law, the OIC may refuse
10 to grant her a license. RCW 48.17.090; RCW 48.17.530(1)(b). Cheema violated RCW
11 48.01.030, RCW 48.17.125, RCW 48.17.530(1)(b), RCW 48.17.530(1)(c), RCW
12 48.17.530(1)(h), RCW 48.17.530(1)(k), RCW 48.30.040, WAC 284-17-125(1), and WAC 284-
13 17-125(3), or violated at least one of those provisions. This determination is based on material
14 facts to which there is no genuine dispute – Cheema admitted or cannot genuinely dispute that
15 she:

- 15 • Knew or should have known that the insurance producer license examination
16 questions and answers are confidential;
- 17 • Agreed to maintain the confidentiality of insurance producer license
18 examination questions and answers each time that she sat for an insurance
19 producer license examination;
- 20 • Violated the confidentiality agreement by discussing confidential insurance
21 producer license examination questions and answers with her husband in order
22 to help her pass the examination; and
- 23 • Used the confidential information that she discussed with her husband to pass
24 the insurance producer license examination.

24 In addition to supporting the OIC’s finding that Cheema violated multiple insurance laws, these
25 materials facts support the denial of Cheema’s license application and summary judgment.

26 **i. Cheema’s license application should be denied because she violated RCW 48.01.030,
RCW 48.17.530(1)(c), RCW 48.17.530(1)(h), and RCW 48.30.040 by misrepresenting that**

1 **she would keep examination questions and answers confidential.**

2 Cheema's misrepresentations are cause for license application denial. A prospective
3 insurance producer is prohibited from using fraudulent, coercive, or dishonest practices, or
4 demonstrating incompetence, untrustworthiness, or financial irresponsibility in this state or
5 elsewhere. RCW 48.17.530(1)(h). In fact, all persons in all insurance matters must be actuated
6 by good faith, abstain from deception, and practice honesty and equity. RCW 48.01.030. The
7 insurance laws also prohibit all persons from knowingly making or disseminating any false,
8 deceptive, or misleading representation relative to the business of insurance. RCW 48.30.040.
9 And, more specifically, a prospective insurance producer is prohibited from obtaining or
10 attempting to obtain a license through misrepresentation or fraud. RCW 48.17.530(1)(c).

11 Cheema made a knowing misrepresentation and demonstrated dishonesty and
12 untrustworthiness when she agreed but failed to maintain the confidentiality of insurance
13 producer licensing examinations. Every time Cheema sat for an examination, she agreed that
14 she would maintain the confidentiality of the test. But Cheema did not do as she agreed. Instead,
15 she and her husband shared the confidential examination questions and answers. So, when
16 Cheema acknowledged the test center's security agreement, she misrepresented her intention to
17 maintain the exam's confidentiality. It is through that misrepresentation that Cheema attempted
18 to obtain an insurance producer license.

19 These actions violated at least one insurance law, making license application denial and
20 summary judgment proper.

21 **ii. Cheema's license application should be denied because she violated RCW 48.17.125,
22 RCW 48.17.530(1)(k), WAC 284-17-125(1), and WAC 284-17-125(3) by sharing
23 examination questions and answers with her husband, by allowing her husband to do so,
24 and by using the information she inappropriately obtained from her husband to help her
25 complete her examinations.**

26 Cheema's sharing and use of confidential examination information is cause for license
application denial. Washington's insurance laws prohibit unauthorized persons from removing,
reproducing, duplicating, or distributing in any form, any question used by the state to
determine the qualifications and competence of insurance producers required by Title 48 RCW
to be licensed. RCW 48.17.125. To that end, a prospective insurance producer is also

1 specifically prohibited from engaging in behavior that undermines the evaluative objective of an
2 insurance producer license examination and from copying or allowing another to copy insurance
3 producer license examination answers. WAC 284-17-125(1), (3). Further, insurance laws
4 prohibit a prospective insurance producer from improperly using any sort of reference material
5 to complete an insurance producer license examination. RCW 48.17.530(1)(k).

6 Cheema and her husband retained and verbally reproduced insurance producer license
7 examination questions and answers. Cheema knew that her husband was essentially providing a
8 verbal copy of the confidential examination information and allowed him to do so. And it was
9 only after Cheema was supplied with and improperly used this confidential reference material
10 that Cheema passed the examination. Overall, Cheema's behavior undermined the evaluative
11 objective of the exam – a prospective insurance producer is expected to pass license
12 examinations through her own efforts, not with the assistance of a spouse who reviewed actual
13 test questions and answers with her.

14 These actions violated at least one insurance law, making license application denial and
15 summary judgment proper.

16 CONCLUSION

17 Summary judgment in favor of the OIC is appropriate because there is no genuine issue
18 of material fact and the OIC properly denied Cheema's license application for violating at least
19 one insurance law. Based solely on the material facts as to which there is no genuine dispute,
20 Cheema violated insurance laws by misrepresenting that she would keep examination questions
21 and answers confidential, by sharing examination questions and answers with her husband, by
22 allowing her husband to share examination questions and answers, and by using the information
23 she inappropriately obtained from her husband to help her complete examinations. Any single
24 insurance law violation authorizes the OIC to refuse to issue an insurance producer license, so
25 the OIC was authorized to deny Cheema's license application after she violated several
26 insurance laws.

For the reasons set out above, the OIC respectfully requests that this tribunal grant
summary judgment in favor of the OIC, finding that Cheema violated RCW 48.01.030, RCW
48.17.125, RCW 48.17.530(1)(b), RCW 48.17.530(1)(c), RCW 48.17.530(1)(h), RCW
48.17.530(1)(k), RCW 48.30.040, WAC 284-17-125(1), or WAC 284-17-125(3) – if not all of

1 them – and that the OIC properly denied her insurance producer license application under RCW
2 48.17.090.

3 DATED this 13th day of October 2016, at Tumwater, Washington.

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5 Drew Stillman
6 Insurance Enforcement Specialist
7 Legal Affairs Division
8 Office of the Insurance Commissioner
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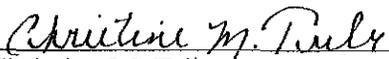
CERTIFICATE OF MAILING

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 filed and served the foregoing OIC's Motion for Summary Judgment and the Declaration in Support of OIC's Motion for Summary Judgment with accompanying exhibits on the following individuals listed below in the manner shown:

<p>OIC Hearings Unit William Pardee, Presiding Officer 5000 Capitol Blvd. SE Tumwater, WA 98501</p> <p><i>By hand delivery.</i></p>	<p>Amandeep Cheema c/o Steve Chance, Attorney for Applicant 119 N. Commercial Street, Suite 175 Bellingham, WA 98225</p> <p>steve@chancelaw.com</p> <p><i>By email and by depositing in the U.S. mail via state Consolidated Mail Service with proper postage affixed.</i></p>
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Dated this 14th day of October, 2016, at Tumwater, Washington.


Christine M. Tribe
Paralegal
Legal Affairs Division