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OFFICE OF
INSURANCE COMMISSIONER
HEARINGS UNIT

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Fax: (360) 664-2782

Marilee S. B. SIC
Fairfield D. Polcman
Kelly A. Cairns, Officer
Paralegal
(360) 725-7002
KellyC@oic.wa.gov

Patricia D. Petersen
Chief Hearing Officer
(360) 725-7105

BEFORE THE STATE OF WASHINGTON
OFFICE OF INSURANCE COMMISSIONER

In the Matter of)	Docket No. 12-0020
)	
TARA M. THOMPSON,)	FINDINGS OF FACT,
)	CONCLUSIONS OF LAW,
Licensee.)	AND FINAL ORDER
_____)	

TO: Tara M. Thompson
2611 South 74th Avenue
Yakima, WA 98903

COPY TO: Mike Kreidler, Insurance Commissioner
Michael G. Watson, Chief Deputy Insurance Commissioner
John F. Hamje, Deputy Commissioner, Consumer Protection Division
Marcia Stickler, 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 1:00 p.m. on April 2, 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 Marcia Stickler, Esq., Staff Attorney in his Legal Affairs Division. Tara M. Thompson appeared pro se.

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NATURE OF PROCEEDING

The purpose of the hearing was to take testimony and evidence and hear arguments as to whether the Washington State Insurance Commissioner's Order Revoking License, No. 12-0020, entered January 24, 2012, revoking the Washington resident insurance producer's license of Tara M. Thompson ("Licensee") should be confirmed, set aside or modified. Said Order Revoking License is based on the Commissioner's allegations that the Licensee diverted or appropriated funds received in a fiduciary capacity to her own use and engaged in fraudulent or dishonest practices. The Commissioner asserts that the Licensee (1) submitted a binder on a cancelled policy to show proof of insurance for her new vehicle to the dealership (which had the right to repossess if the vehicle was not properly insured) and then submitted a certificate purporting to cover the vehicle but entered the wrong VIN number on the certificate; (2) misappropriated \$2,659.75 from the cash premium monies that were collected by the insurance agency she worked for; and (3) took \$400 from a booster club box that the Licensee's employer kept in his office. On February 27, 2012, the Licensee filed a Demand for Hearing to contest the Commissioner's order.

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 34.05.458(8); and regulations pursuant thereto.
2. Tara M. Thompson (Licensee) is an approximately thirty year old individual who is a resident of Yakima, Washington. She has held a Washington resident insurance producer's license in Washington since August 30, 2005.
3. The OIC advises, and it is here found, that the Licensee was affiliated with Gaethle Insurance & Financial Services, Inc. (Gaethle Agency), a licensed Washington insurance producer located in Yakima, Washington, from February 28, 2011 through either October 3, 2011 (stated in Order Revoking License) or October 10, 2011. However, Mr. William Gaethle (Gaethle), the owner of the agency, states that the Licensee was employed by his agency from the end of January, 2011 until he terminated her in September 2011, and at another point in his testimony Gaethle stated that he terminated the Licensee on August 22, 2011. As above, Gaethle did not terminate the Licensee's affiliation with his agency until either October 3, 2011 (stated in OIC's Order Revoking License) or October 10, 2011 (both October 3 and 10, 2011 dates stated in OIC's Hearing Memorandum). Further,

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during the Licensee's employment with the Gaethle Agency, it apparently also operated under the name of Clear Choice Insurance because emails bearing the signatures of the Licensee, Gaethle's wife Stephanie (who also worked in his agency) and Gaethle himself indicate their affiliation with Clear Choice Insurance [Ex. 6, p. 1, October 4, 2011 email from Gaethle to the OIC identifying himself as "Owner/Agent" of Clear Choice Insurance; Ex. 9] and not Gaethle Insurance & Financial Services, Inc. and both agency names bear the same street address in Yakima. Also, one August 8, 2011 Progressive Insurance Company binder [Ex. 3, p. 2] bears the Gaethle Insurance and Financial Services, Inc. name as the insurance agent and a second August 24, 2011 Progressive Insurance Company binder bears the Clear Choice Insurance and Financial Services, Inc. name as the insurance agent [Ex. 2, p.1]. Therefore the entity with which the Licensee was affiliated is unclear although from Gaethle's email letters indicating he is the "agent/owner" of Clear Choice, both Gaethle Insurance & Financial Services, Inc. and Clear Choice Insurance and Financial Services, Inc. are owned and operated by Gaethle and are possibly the same entity using two different names. Hereinafter, "Gaethle Agency" refers to both entities.

4. On either August 10, 2011 (according to Amanda Frank (Frank), an employee of Kim Eccleston Motors [Ex. 4, p. 1]) or August 20, 2011 (according to Rusty Stingly (Stingly) [Testimony of Stingly]), Stingly purchased a vehicle for the Licensee from Kim Eccleston Motors in Union Gap, Washington. Stingly is the Licensee's stepfather. Frank is an employee of the dealership, is the daughter of its owner Kim Eccleston, and is a friend of Gaethle. [Testimony of Frank.] Because the Licensee's driver's license was suspended, the vehicle was put into her mother's name. [Testimony of Frank; Testimony of Licensee.] Because the dealership financed the transaction and requires proof that the vehicle be insured, Frank tried to contact the Licensee on August 12, 15, 18 and 19, and on August 22, 23 and 24 to obtain proof of insurance. [Ex. 5; Testimony of Frank.] Frank was unable to reach the Licensee, and so on August 29, 30 and 31, Kim Eccleston tried to reach Stingly and the Licensee. [Testimony of Frank.] Finally, on August 24, the Licensee provided proof of insurance in the form of a binder for a Progressive policy which had been cancelled months earlier. [Testimony of Frank; Ex. 2.] Because this was inadequate proof of insurance, on that day the dealership repossessed the vehicle. On August 25, the Licensee provided Eccleston Motors with a Progressive commercial policy certificate as proof of insurance which stated the wrong VIN number for the vehicle and therefore Progressive advised the dealership that the vehicle was not covered. [Testimony of Frank; Testimony of Licensee; Ex. 3.] Frank or her father contacted the Licensee's stepfather Stingly, who came into the dealership shortly thereafter and provided adequate proof of insurance. [Testimony of Frank; Ex. 4.]
5. Even though the Licensee had provided what Kim Eccleston Motors determined was adequate proof of insurance shortly after August 25, 2011, on August 27 Frank filed a complaint against the Licensee with the OIC alleging that the Licensee had furnished a fraudulent insurance binder (because it was on a cancelled policy) and a fraudulent

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insurance certificate (because it contained the wrong VIN number for the vehicle) to the dealership. [Ex. 4; Testimony of Frank.]

6. The Gaethle Agency, located in Yakima, WA, has a large number of customers who pay their premiums to the agency in cash, which is typical in rural areas. [Testimony of Gaethle.] At all times pertinent hereto, the Gaethle Agency had a procedure whereby when premium payments were received from customers, one of between three and five agency employees, in addition to Gaethle's wife, would take the money from the customer and then hand write the amount and date of payment, and for what customer account, into a manual log book at the agency. [Testimony of Gaethle; Ex. 5, copies of 12 pages of the Gaethle Agency's manual log book.] Gaethle states that he knows which of his employees received each premium payment because the employee puts his or her initials in the left margin of the entry in the manual log book. If there are no initials entered, Gaethle states he can determine which employee received the premium funds because he knows each of the employees' handwriting. [Testimony of Gaethle.] However, almost none of the entries in the 12 pages of this manual log book submitted into evidence include initials with them, and by the handwriting in each entry it is clear that various individuals recorded these receipts. Further, it is questionable whether Gaethle can determine which of his employees received which funds and wrote the accompanying entry: e.g., Gaethle points to one page of the manual log book [Ex. 5, p. 1] and states that the first seven entries (none of which are initialed) represent premium funds received by the Licensee. However, the fourth entry of these 7 entries (representing money paid by Guitierrez) 1) clearly looks like it was written by a different person than the other six entries; and 2) it is unclear whether this customer paid \$100 or \$147 as there are two figures listed and both are identified as having been received in cash. This manual log book is extremely rough, and as above Gaethle would have to guess which premium funds the Licensee received by analyzing the handwriting, which during his testimony he exhibited himself as unable to do with accuracy. [Testimony of Gaethle.]
7. At all times pertinent hereto, when an employee of the Gaethle Agency receives cash or checks representing premium payments from customers, as above they record receipt in the manual log book, and then deposit the cash and checks into a premium fund money box or bag which is located in the office. By Gaethle's own admission, there are three employees of his agency who perform this function, and sometimes his wife as well [Testimony of Gaethle] and evidence showed that there are actually up to five employees plus Gaethle's wife who perform this function. The premium fund box is not locked and could be accessed by any of these employees, his wife and himself. [Testimony of Gaethle; Testimony of Licensee.] Further, apparently all employees had keys to the office. [Testimony of Licensee.] Every business day or two, one of the three to five employees including the Licensee, or Gaethle's wife Stephanie, would take this cash and checks to the bank and deposit them into the agency's premium trust account. [Testimony of Gaethle; Testimony of Licensee.]

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8. Gaethle stated, and it is here found, that the amount of funds deposited into the Gaethle Agency's premium trust account does not match the amount of premium funds recorded as received in the manual log book. The amount deposited could often be larger or smaller, to either replace funds taken from the money box in earlier days which were used for other purposes or to take credit for funds deposited in earlier days in excess of the actual premium funds received during that particular period of time. [Testimony of Gaethle; Ex. 6.]
9. The Licensee has worked at four insurance agencies, including the Wright insurance agency, since she became licensed in 2005. The Wright agency had a policy whereby if an employee needed cash on occasion, they could borrow money from a box of agency funds as long as they repaid it by check. [Testimony of Licensee.] The Licensee states she believed this policy was common among insurance agencies and so she thought it was acceptable practice in the Gaethle Agency as well. [Testimony of Licensee.] The Licensee admits that she appropriated some funds from the money box which, as above, contained cash and checks paid by customers for premiums, but that she repaid all or most of those funds. [Testimony of Licensee.] There is no evidence that the practice of borrowing money from the premium fund box and then repaying it by check was allowed in the Gaethle Agency.
10. Gaethle states that the Licensee had misappropriated \$2,659.75 of premium funds from the cash box which held premium funds out of a total of \$11,028.99 which was received by the Gaethle Agency during the period from February 18, 2011 to October 19, 2011, because that was the total amount of money he calculated as being received and logged into the manual log book compared to the amount of money apparently his agency's bank records show was actually deposited into the bank. [Testimony of Gaethle.] However, only 12 pages of the manual log book were offered into evidence [OIC Ex. 5], no bank statements were offered into evidence, and only Gaethle's own brief calculations written on a much later date in response to the OIC's investigation appear to calculate this amount with, as above, little supporting documents. [OIC Ex. 6, pgs. 1-4.] As found above, Gaethle testified that he terminated the Licensee on August 22, 2011, but elsewhere he testified that the Licensee worked for his agency until September 2011. Further, as found above, Gaethle did not terminate the Licensee's affiliation with his agency until October 10, 2011. Thus it cannot be found that 1) it was the Licensee, as opposed to other employees, who misappropriated the premium funds Gaethle alleges were missing; or that 2) there was even \$2,659.75 missing in the first place because there is inadequate documentation to show this amount was missing. Additionally, one would expect that, as found above, because Gaethle knew that it was normal that the amount of premium funds deposited did not match the amount of funds recorded as received, he would keep track of that discrepancy particularly as it increased into one as significant as 22% of total premiums received during the pertinent period.
11. Several employees of the Gaethle Agency, including the Licensee, had access to Gaethle's

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separate office which was located on the agency premises and was kept unlocked at least during the business day. Gaethle asserts that the Licensee entered his office, opened his desk drawer which was unlocked, and stole \$400 that he had in an unlocked box in his desk drawer which was money owned by the Riverside Christian Boys Basketball booster club. There being no other evidence to support either Gaethle's testimony that the Licensee admitted this theft to him or the Licensee's denial of both the theft and of admitting the theft, it cannot be found that the Licensee committed this theft.

12. On the evening of August 24, 2011, the day Gaethle discovered what he asserts are amounts the Licensee stole from his agency's premium fund box and from his booster club cash box, he met with Stingly. Gaethle told Stingly at that time that he believed the Licensee had stolen approximately \$500 total and that he would go to the police about the matter. [Testimony of Stingly.] After talking with Stingly, Gaethle drafted an agreement wherein Stingly promised to repay him the money Gaethle alleged the Licensee had stolen, which Gaethle stated at the time to be approximately \$500 total. [Testimony of Stingly.] However, on August 26, when Stingly returned to sign the agreement, Gaethle had included \$2,959.75 as the amount he asserted the Licensee had stolen and Stingly must agree to repay him. [Testimony of Stingly; OIC Ex. 7, p. 1, Agreement.] Although Gaethle testified that there was no agreement that he would not go to the authorities about the matter (but rather that "he had to" go to the authorities), the agreement itself included Gaethle's statement that reads *This makes the total \$3059.75 that has been taken. In lieu of pressing charges, Tara's dad, Dusty Stingly has agreed to pay the amount in question* [Ex. 7.]

13. While the Agreement Stingly drafted states that the Licensee had stolen \$3,059.75 and her stepfather must repay that amount less \$100 she had paid back, Gaethle's accounting records [Ex. 5] do not support his assertion that the Licensee stole this amount of funds. Gaethle's summary of funds received and funds deposited [Ex. 6] are not supported by the agency's unclear accounting records. Further, Gaethle's figures [Ex. 6] simply assume that all deposits which were less than the amounts received were stolen by the Licensee. Even assuming Gaethle's figures are correct [Ex. 6], the total difference between the amount of premium funds he states were received and the amount of premium funds which were deposited during this pertinent period amounts to only \$1,945.88. Adding this amount to the \$300 net which Gaethle advised Stingly the Licensee took from his booster box, the total Gaethle asserted the Licensee stole would be \$2,245.88 and not \$2,959.75 which Gaethle included in the agreement requiring Stingly to repay him. Even so, Stingly did sign the Agreement along with Gaethle on August 24, and understood that as part of the agreement Gaethle would not terminate the Licensee and would not "press charges." At or after that time, however – at least by October 11 – Gaethle terminated the Licensee. Thereafter, pursuant to the terms of the agreement, Stingly paid \$2,959.75 back to Gaethle in installments over time and the entire amount specified in the Agreement is now paid in full. [Testimony of Gaethle; Testimony of Mr. Stingly.]

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14. During the course of the Licensee's employment with the Gaethle Agency, it appears that the agency was having financial problems. Gaethle changed the Licensee's pay period from every two weeks to once each month, Gaethle's wife advised her that they would need to use their daughter's birthday money to be able to pay her and the Licensee was required to exert significant effort to receive Gaethle's assurances that she would receive her full pay for the month of July 2011. [Ex. 9, series of email communications between the Licensee and Gaethle's wife.] Further, the records upon which Gaethle calculated the amount of commissions to pay the Licensee are incoherent. [Ex. 3, pgs. 1-3.] Additionally, when he terminated the Licensee, Gaethle did not pay the Licensee for wages remaining owed to her or commissions she had earned. Finally, when Gaethle calculated the amount Stingly was to repay him for his stepdaughter's alleged theft, not only did Gaethle enter an amount much higher than the difference between funds received and funds deposited (as found above) but Gaethle also did not deduct the amount he owed the Licensee in wages and commissions from the (incorrect) amount he advised Stingly that the Licensee stole.
15. Finally, while Gaethle states he did tell insurance marketing representatives that he terminated the Licensee for cause, he denies providing this information to any of the agency's or the Licensee's customers. [Testimony of Gaethle.] However, in fact, at least Gaethle's wife and one other employee of the agency told the Licensee's customers that she had been terminated for stealing money and that her father had made arrangements to pay the agency back. [Ex. 4, written statement of Melissa Lenberg; Ex. 5, written statement of Renae Lenberg.]
16. Amanda Frank, who is an employee of Eccleston Motors, daughter of its owner and friend of Gaethle, testified by telephone on behalf of the OIC. Ms. Frank presented her testimony in a detailed manner, although it is curious why she filed a complaint against the Licensee immediately, when the issue of obtaining proof of insurance was promptly resolved (and also when the dealership had already taken action to protect itself by repossessing the vehicle). It is also curious why Frank 1) seemed to see no harm in recognizing that naming the Licensee's mother, and not naming the Licensee, as the insured party was an acceptable means of providing insurance when she knew that this was simply a way to get around an inability to insure the Licensee because the Licensee's driver's license was suspended; and 2) seemed to see no harm in knowing that the vehicle was specifically purchased to be driven by the Licensee whose license was suspended.
17. William Gaethle testified by telephone on behalf of the OIC and later during the hearing, after he had been excused as a witness, of his own volition he telephoned back to provide further testimony. Mr. Gaethle presented his testimony in a somewhat detailed manner although he was clearly biased against the Licensee: generally, he based his testimony on incoherent account records, very loose and undependable means of identifying which employee handled and deposited which premium funds, and represented that the Licensee was the only employee out of at least six employees who could have taken the funds, with

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no specific proof. Further, even according to his own summary of what he believes the manual log book shows, in securing a promise to repay premium funds from the Licensee's stepfather it appears that Gaethle overstated the amount the Licensee had allegedly stolen and so received a windfall from her stepfather under this repayment agreement. Also, while Gaethle testified he could not have agreed not to press charges against the Licensee in return for repayment from her stepfather, clearly this was his agreement as it is specifically included in the wording of the repayment agreement which he drafted and signed. Further, as an employer, Gaethle was not reliable in paying wages to the Licensee, and when he terminated her he failed to pay her -- and has never paid her -- the wages and commissions she had earned. Finally, Gaethle contradicted his own testimony in places as well, e.g., dates of the Licensee's employment, statement that Vicki was "long gone" when the shortages occurred when on cross examination he was elusive and it became apparent that this statement was not factual. Overall, Gaethle's testimony, together with his gratuitously calling back into the hearing to present more testimony against her of an even more minor nature, seemed close to vindictive.

18. Mr. Stingly, the Licensee's stepfather, appeared as a witness on behalf of the Licensee. Mr. Stingly is an excavator, either employed or self-employed. Although he was emotional and tended to come to the aid of the Licensee in her presentation of her case including during her cross examination of the OIC's witnesses, he refrained from doing so when warned and he did present his testimony in a detailed and credible manner.
19. Tara M. Thompson, the Licensee, appeared as a witness on her own behalf. Ms. Thompson presented her testimony in a fairly credible and detailed manner. While she occasionally offered excuses for her behavior concerning her personal life, no weight was given to this information.
20. Based upon the above Findings of Facts, the evidence and arguments presented by the parties, and the entire hearing file, it is reasonable that the OIC's Order Revoking License should be modified to instead impose probation with reasonable conditions upon the Licensee for a period of one year commencing from the date of the Order herein. These conditions should include the requirement that the Licensee must successfully complete one year in her current employment with insurance producer EC Transportation Insurance Services Inc. which submitted a letter of support on her behalf [Licensee Ex. 6]: the Licensee 1) must report to the OIC the facts concerning any civil or criminal charges or citations being filed against her by any governmental authority promptly after they occur; 2) must report to the OIC the fact that her current employer has terminated her employment there for any reason; and 3) at the end of this probationary year the Licensee must secure a letter from this current employer to the OIC stating that she has successfully completed her probationary year without negative incident. Should the Licensee not comply with these terms of probation, or should she during the year report charges, citations, or termination of employment which the OIC in its own discretion determines warrants revocation of her producer's license, her license should be automatically revoked

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without further right to appeal.

CONCLUSIONS OF LAW

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

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 34.05.458(8); and regulations pursuant thereto.
2. The OIC alleges that, in submitting as proof of insurance to Eccleston Motors in the form of a binder on a Progressive policy that had been cancelled, the Licensee used fraudulent, coercive, or dishonest practices, or demonstrated incompetence, untrustworthiness, or financial irresponsibility as contemplated by RCW 48.17.530(1) justifying revocation of her producer's license. The OIC further alleges that then, after Eccleston advised that the binder was insufficient, when the Licensee submitted a certificate showing coverage under an active commercial policy but included the wrong VIN number for this vehicle, the Licensee used fraudulent, coercive, or dishonest practices, or demonstrated incompetence, untrustworthiness, or financial irresponsibility as contemplated by RCW 48.17.530(1) justifying revocation of her producer's license. While these activities concerning the binder and the certificate have been found to have occurred either by the Licensee in a position as a customer (although technically his stepfather and/or mother were named as owner(s) on the purchased vehicle for other reasons) or as a producer working on her stepfather's and/or mother's insurance coverage for this vehicle, it cannot be concluded that these activities constitute the type and degree which support revocation of the Licensee's producer's license under RCW 48.17.530(1). While not dispositive, among other factors both the information that the binder was for a policy that had been cancelled and the fact that the certificate on the active policy included the wrong VIN number for the vehicle it had just sold to the Licensee's stepfather were readily available – and readily discovered by – Eccleston. These activities instead support the imposition of a one year probation of the Licensee's producer's license.
3. The OIC alleges that the Licensee diverted or appropriated funds received in a fiduciary capacity to her own use in violation of RCW 48.17.480(4) and is therefore, pursuant to that statute, guilty of theft. However, as found above, there is insufficient evidence to prove that it was the Licensee who diverted or appropriated funds received in a fiduciary capacity to her own use as opposed to other agency employees who had the same access to funds and participated in the same fairly incoherent bookkeeping (manual log book) as all the agency used. Therefore, it cannot be concluded that the Licensee violated RCW 48.17.480(4).
4. Based upon the above, it is hereby concluded that it is reasonable to reduce the Order

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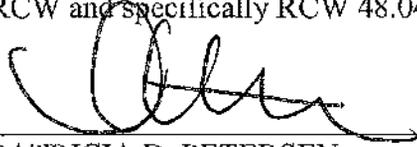
Revoking License herein to place the Licensee's producer's license on probation for a period of one year upon the terms set forth above.

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. 12-0020, entered on January 24, 2012, is modified to instead impose a probation on the Licensee's producer's license for a period of one year from the date of this Order. The conditions of this probation include the requirement that the Licensee must successfully complete one year in her current employment with insurance producer EC Transportation Insurance Services Inc. which submitted a letter of support on her behalf [Licensee Ex. 6]: the Licensee 1) must report to the OIC the facts concerning any civil or criminal charges or citations being filed against her by any governmental authority promptly after they occur; 2) must report to the OIC the fact that her current employer has terminated her employment there for any reason; and 3) at the end of this probationary year the Licensee must secure a letter from this current employer to the OIC stating that she has successfully completed her probationary year without negative incident. Should the Licensee not comply with these terms of probation, or should she during the year report charges, citations, or termination of employment which the OIC in its own discretion determines warrants revocation of her producer's license, her license shall be automatically revoked without further right to appeal.

ENTERED AT TUMWATER, WASHINGTON, this 23rd day of July, 2012, pursuant to Title 48 RCW and specifically RCW 48.04 and Title 34 RCW and regulations applicable thereto.



PATRICIA D. PETERSEN
Chief Hearing Officer
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

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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: Tara M. Thompson, Mike Kreidler, Michael G. Watson, John F. Hamje, Esq., Marcia Stickler, Esq., and Carol Surcau, Esq.,

DATED this 23rd day of July, 2012.


KELLY A. CAIRNS