BEFORE THE STATE OF WASHINGTON
OFFICE OF INSURANCE COMMISSIONER

In the Matter of **SAM Y. CHAN,** Licensee.	**Docket No. 12-0103** **OIC MEMORANDUM REGARDING NOVEMBER 15 ORAL MOTION ON LICENSEE'S BANKERS LIFE APPLICATION AND CONTRACT**

The Office of the Insurance Commissioner ("OIC") offers this memorandum regarding the undersigned OIC staff's November 15, 2012 oral motion made when the hearing resumed on that date. The motion sought permission to supplement the record with brief additional testimony from and additional exhibits concerning licensee Sam Y. Chan.

In prior hearing testimony, Mr. Chan testified about his 2008 arrest, testified that he "got fired" by American General Finance because of that, and then testified that he subsequently did not disclose information about his 2008 arrest to Bankers Life. Commencing at 3:53:04 of the recording of the second day of the hearing, Mr. Chan was asked questions about these matters, and he testified as follows:

Q: When you started [working at Bankers Life] did you disclose to them that you had been fired from American General Finance?

A: Eh, they never asked me that.

Q: So you never told them?

A: No.

Q: OK. Ah, did they ask you about whether you had any criminal charges or criminal convictions?

A: No.

Q: They never did? Are you sure you didn't sign any papers saying that you needed to tell them?

A: I am not sure.

Q: Not sure. Uh, if I were to check, do you think there might be a piece of paper?

A: There could be. I'm not sure.

Q: You were thinking that because you had this deferred charge that you probably didn't need to disclose it, is that what was going on?

A: I'm not sure.

Q: This was, ah, 2008, so this was after you lost the job at AGF [American General Finance] and after the conviction so I was just wondering what you were thinking, if you were worried about that at the time – were you worried about whether you needed to tell these new people [Bankers Life] that you were convicted of this crime, that you pled guilty to this crime, [that] involved lying?

A: They never asked me. I don't remember.

As was discussed when the oral motion was made, on November 13, 2012, after OIC staff listened to the above-referenced testimony, OIC staff contacted Conseco investigator Joe Kemper [1] to ask for a copy of any agent application Mr. Chan submitted to Bankers Life. Later that same day, Mr. Kemper provided three e-mail messages. One attached a copy of Mr. Chan's application to Bankers Life. Another attached an unsigned copy of Bankers Life's "standard agency contract." A third attached nothing.

The undersigned OIC staff was out of the office the next day, November 14, but the next day, on the morning of the hearing, OIC staff received and reviewed two additional e-mail messages from Mr. Kemper. One sent on November 14 advised that one Bankers Life staff had asked another staff "if an agent commits a crime, etc while working for the company, is he required to report it to us. IN other words, does the agent contract specify that the agent must report any changes in status or arrests?" The answer given was "Yes although it very rare that we are advised" and it quoted language from Bankers Life's "standard agency contract." In response to this e-mail, the undersigned OIC staff then asked Mr. Kemper

[1] Mr. Kemper is one of two Conseco investigators who interviewed Mr. Chan on May 23, 2011. That interview was recorded with Mr. Chan's permission. A copy of that recording was entered into evidence in this matter as Exhibit AAA.

whether Bankers Life knew of a document Mr. Chan signed showing his assent to the Bankers Life's "standard agency contract." Later that morning, very shortly before the hearing, Mr. Kemper responded with his fifth e-mail message, attaching a PDF document that included a copy of Mr. Chan's signature page to the Bankers Life's "standard agency contract" along with copies of other documents.

When the oral motion was made and the aforementioned efforts were related, the undersigned OIC staff forwarded the above-referenced five e-mail messages from Mr. Kemper, with their original attachments, via e-mail to both the Chief Hearing Officer and to counsel for Mr. Chan. True and correct copies of all five of Mr. Kemper's above-referenced e-mail messages, with their original attachments, are now attached hereto and incorporated herein by reference.

As discussed, OIC's November 15, 2012 oral motion seeks to present additional evidence set forth in the attached five e-mail messages (and their attachments) as exhibits, and to elicit brief additional testimony from Mr. Chan.

DATED this 16th day of November, 2012.

OFFICE OF INSURANCE COMMISSIONER

By: _____

Alan Michael Singer
Staff Attorney
Legal Affairs Division

CERTIFICATE OF SERVICE

The undersigned certifies under the penalty of perjury under the laws of the State of Washington that on the date given below I caused to be served the foregoing OIC MEMORANDUM REGARDING NOVEMBER 15 ORAL MOTION ON LICENSEE'S BANKERS LIFE APPLICATION AND CONTRACT, with attachments indicated, on the following individuals in the manner indicated:

Ronald J. Meltzer
Sinsheimer & Meltzer, Inc., P.S.
4780 Columbia Center
701 Fifth Avenue
Seattle, WA 98104
(XXX) Via Depositing in the US Mail
(XXX) Via Email (RJM@sinsheimer-meltzer.com)
( ) Via Legal Messenger

Kelly Cairns
Office of Insurance Commissioner
5000 Capitol Blvd
Tumwater, WA 9850_
(XXX) Via Hand Delivery
(XXX) Via Email (KellyC@oic.wa.gov)

SIGNED this 16th day of November, 2012, at Tumwater, Washington.

Christine Tribe
Christine Tribe

ATTACHMENT #1 TO NOVEMBER 16, 2012 OIC MEMORANDUM REGARDING NOVEMBER 15 ORAL MOTION ON LICENSEE'S BANKERS LIFE APPLICATION AND CONTRACT:

E-MAIL MESSAGE #1 FROM JOE KEMPER DATED NOVEMBER 13, 2012 WITH ATTACHED AGENT APPLCIATION FROM SAM Y. CHAN

Singer, Alan (OIC)

From: Kemper, Joe [Joe.Kemper@CNOinc.com]
Sent: Tuesday, November 13, 2012 12:23 PM
To: Singer, Alan (OIC)
Subject: RE: Sam Chan
Attachments: Agent Application - Sam Chan.pdf

Alan,

Attached is the Agent Application for Sam Chan dated 4-24-2008. Let me know if you need anything else. Thanks.

Joe

Joe Kemper, M.S., CFE, FCLS
Senior Investigator
Special Investigations Unit
Compliance Department
CNO Services, LLC
11825 N. Pennsylvania St
Carmel, IN 46032
317-817-5442 Office
317-817-2826 Facsimile
Joe.Kemper@CNOinc.com

From: Singer, Alan (OIC) [mailto:AlanS@OIC.WA.GOV]
Sent: Tuesday, November 13, 2012 3:08 PM
To: Kemper, Joe
Subject: Sam Chan

As discussed.

Alan Michael Singer
Staff Attorney, Legal Affairs
Washington State Office of the Insurance Commissioner
PO Box 40255
Olympia, WA 98504-0255
360.725.7046 | 360.586.0152 (fax) | alans@oic.wa.gov | www.insurance.wa.gov
• wainsurance.blogspot.com • Twitter: @WAinsuranceblog • Facebook.com/WSOIC •

BANKERS LIFE & CASUALTY COMPANY
BANKERS CONSECO LIFE INSURANCE COMPANY
(hereinafter referred to as "Bankers Companies")

AGENT APPLICATION
(rev. 8-07)

RED BOXES ARE REQUIRED FIELDS.
PLEASE TYPE N/A, IF NOT APPLICABLE.

Title	[X] Mr. [ ] Mrs. [ ] Ms.
Name	Last: chan / First: sam / Mid Init:
Suffix	[ ] Jr. [ ] Sr. [ ] II [ ] III [ ] IV
Other Name Used	Last: chan / First: sam / From: To: (mm/yyyy)
Other Name Used	Last: / First: / From: To: (mm/yyyy)
Social Security # / Cell Phone #	Social Security #: [redacted] / Cell Phone #: 206-234-8420
Telephone # / E-Mail Address	Telephone #: 206-234-8420 / E-Mail Address: samchan0@yahoo.com
Driver's License	Driver's License #: chan*sy241j9 / State: WA / Country: usa
Auto Insurance	Carrier's Name: farmers / Expiration Date: 07/01/08
Current Address	Street: 14415 se 188th way / City: renton
Provide current & past addresses for 7 years.	State: WA / Zip Code: 98058 / At this Address: From: 06/2003 To: 04/2008 (mm/yyyy)
	Use CAPITAL LETTERS for 2 letter state code.
Past Address	Street: 6226 35th way / City: auburn
If more space is needed, please use "Additional Address History" form to provide that information.	State: WA / Country: usa / Zip Code 98092
	At this address: / From: (mm/yyyy) 04/2001 / To: (mm/yyyy) 06/2003
Past Address	Street: / City:
	State: / Country: / Zip Code:
	At this address: / From: (mm/yyyy) / To: (mm/yyyy)
Current Employer/ Contractor	Name: American General financial ser
Provide current & past employment for 5 years.	City: renton / State: WA / Zip Code: 98057
	Job Position: Manager / At this Employer/ Contractor: From: 07/2000 To: 04/2008 (mm/yyyy)
	Ok to Contact this Employer?: [X] Yes [ ] No / Employer Telephone #: 425-251-3212
Past Employer/ Contractor	Name:
	City: / State: / Country: / Zip Code:
	Job Position: / At this Employer/ Contractor: From: To:

Past Employer/ Contractor

Name:		
City:	State: / Country:	Zip Code:
Job Position:	At this Employer/ Contractor:	From: ____ To: ____ (mm/yyyy)

Appointment Information

Please complete all red boxes.

	Yes	No
1. Have you ever been known by or conducted business in any name other than as shown in this application?		X
2. Have you ever been fined by an insurance regulatory agency?		X
3. Have you ever been refused an insurance license, or has your insurance license ever been cancelled, suspended or revoked, or has a complaint against you been acted upon by an insurance department?		X
4. Have you ever pled guilty or nolo contendere (no contest) or been convicted of a misdemeanor or felony, including but not limited to crimes involving dishonesty, breach of trust, or a violation of any federal law concerning the business of insurance? (Note: A conviction will not necessarily disqualify an applicant for the position applied for.)		X
5. Have you had 2 or more DUI/DWI convictions in the last 12 months?		X
6. Is your driver's license currently suspended or revoked?		X
7. Within the past 5 years, have you initialized bankruptcy proceedings or been declared bankrupt?		X
8. Do you currently have outstanding debts totalling $10,000 or more?	X	

If you answer Yes to any question above, please provide full details here.
Also provide copies of documents to the Branch Sales Manager, if necessary.

Date:	City:	State:
For conviction	Type:	County:

Details:

Personal Data

This information is required on your part. It will be used for statistical purposes only.

Gender	Ethnic Background	Marital Status
[X] Male [ ] Female	A. [ ] White B. [ ] Black G. [ ] Hispanic H. [X] Asian/Pacific Islander I. [ ] Amer. Indian/ Alaskan Native J. [ ] Other ____	[X] Single [ ] Married [ ] Divorced [ ] Widowed [ ] Separated

U.S. Citizen

Are you a citizen of the United States (U.S.)? [X] Yes [ ] No

If No, please provide a copy of your Green Card, Visa or Work Permit to the Branch Sales Manager.

Bankers Companies Previous Appointment Information

Have you ever held an appointment with Bankers Life & Casualty or Bankers Conseco Life Insurance Co.?

☐ Yes ☒ No

If yes, From: _____ To: _____

Insurance Company Appointments

Do you currently hold or have held appointments with other insurance companies?

☐ Yes ☒ No

If Yes, please complete below.

Name:	From: _____ To:
Name:	From: _____ To:
Name:	From: _____ To:
	(mm/yyyy)

Certification

Please complete all red boxes.

☒ I certify that the answers I have given to the questions and the statements I have made are complete and true to the best of my knowledge and belief. I further certify that I have read all of the above and consent freely to the release and waivers authorized. I understand that any misrepresented, inaccurate, or omitted information may result in denial of my contract as an agent for Bankers Companies or disciplinary action up to and including termination of my contract.

Digitally Signed By: *sam chan* Date: 04/24/2008 (mm/dd/yyyy)

DISCLOSURE NOTICE TO THE APPLICANT

CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORT

To process the application you completed for the agent or management position with Bankers Life & Casualty Company and/or Bankers Conseco Life Insurance Company (hereinafter referred to a "Bankers Companies"), a Consumer and/or Investigative Consumer Report may be ordered from the investigative consumer reporting agency shown below:

Applicant Insight Ltd., Inc.
5396 School Rd.
New Port Richey, FL 34652

Telephone #: (800) 245-2318 (Ext. 2016)

This report may include information about your character, general reputation, personal characteristics and mode of living, employment record, education, qualifications, criminal and state driving record, credentials, and credit and indebtedness. It may involve personal interviews with sources such as supervisors, friends, neighbors or associates, and information from public record files or from various federal, state and local agencies. A consumer report containing information regarding an injury or medical condition may also be ordered after a tentative offer to contract as an agent or manager has been made.

The Consumer and/or Investigative Consumer Report may be ordered at any time during the application process and if you are contracted as an agent or manager, at any time during your contract period with Bankers Companies.

You have the right, upon written request and upon acknowledgement of this notice, to request a disclosure of the nature and scope of the Consumer and/or Investigative Consumer Report, and a copy of the summary of your rights under the Fair Credit Reporting Act.

California resident applicants. The nature and scope of the investigation includes the following search areas: employment, credit history, criminal history and state driving record. A summary of the provisions of 1786.22 (California Investigative Consumer Reporting Agency -- CA ICRA -- Summary of Rights) is available from the administrator at the Bankers Companies office.

Please complete all red boxes.

☒ I have read and acknowledge the provisions of this Disclosure Notice.

Digitally Signed By: *sam chan*

Date Signed: 04/24/2008
(mm/dd/yyyy)

Applicant's Authorization

AUTHORIZATION TO ORDER CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORT

I understand that a Consumer and/or Investigative Consumer Report may be ordered to process the application I completed for the agent or management position with Bankers Life & Casualty Company and/or Bankers Conseco Life Insurance Company (hereinafter referred to as "Bankers Companies").

I further understand that this report may include information about my character, general reputation, personal characteristics and mode of living, employment record, education, qualifications, criminal and state driving record, credentials, and credit and indebtedness. It may involve personal interviews with sources such as supervisors, friends, neighbors or associates, and information from public record files or from various federal, state and local agencies. A consumer report containing information regarding an injury or medical condition may also be ordered after a tentative offer to contract as an agent or manager has been made.

By signing below, I authorize without reservation, any party or agency contacted by Bankers Companies, or the investigative consumer reporting agency acting on behalf of the Company, to furnish the above mentioned information. I also authorize the procurement of the Consumer and/or Investigative Consumer Report at any time during my continued contract period with Bankers Companies.

If at any time I apply to be appointed to sell securities through Uvest, I further authorize the sharing of this information with Uvest, except to the extent prohibited by law.

Please complete all red boxes.

☒ I have read and acknowledge the authorization above and do hereby authorize Bankers Companies to order a Consumer and/or Investigative Consumer Report on me.

Digitally Signed By: *sam chan*

Date Signed: 04/24/2008
(mm/dd/yyyy)

My Date of Birth is: 04/29/1976
(mm/dd/yyyy)

California, Minnesota and Oklahoma Resident Applicants

☐ California, Minnesota and Oklahoma resident applicants. Please X this box if you would like a copy of the Consumer and/or Investigative Consumer Report. It will be mailed to you as required by law to the address shown on file with Bankers Companies.

ATTACHMENT #2 TO NOVEMBER 16, 2012 OIC MEMORANDUM REGARDING NOVEMBER 15 ORAL MOTION ON LICENSEE'S BANKERS LIFE APPLICATION AND CONTRACT:

E-MAIL MESSAGE #2 FROM JOE KEMPER DATED NOVEMBER 13, 2012

Singer, Alan (OIC)

From: Kemper, Joe [Joe.Kemper@CNOinc.com]
Sent: Tuesday, November 13, 2012 12:45 PM
To: Singer, Alan (OIC)
Subject: RE: Sam Chan

Alan

I'm checking on your other two questions. Will know soon. Thanks.

Joe

From: Singer, Alan (OIC) [mailto:AlanS@OIC.WA.GOV]
Sent: Tuesday, November 13, 2012 3:08 PM
To: Kemper, Joe
Subject: Sam Chan

As discussed.

Alan Michael Singer
Staff Attorney, Legal Affairs
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ATTACHMENT #3 TO NOVEMBER 16, 2012 OIC MEMORANDUM REGARDING NOVEMBER 15 ORAL MOTION ON LICENSEE'S BANKERS LIFE APPLICATION AND CONTRACT:

E-MAIL MESSAGE #3 FROM JOE KEMPER DATED NOVEMBER 13, 2012 ATTACHING A COPY OF THE BANKERS LIFE STANDARD AGENCY CONTRACT

Singer, Alan (OIC)

From: Kemper, Joe [Joe.Kemper@CNOinc.com]
Sent: Tuesday, November 13, 2012 1:02 PM
To: Singer, Alan (OIC)
Subject: RE: Sam Chan
Attachments: Standard Agency Contract - Bankers Life.pdf

Alan,

We have no record of Chan signing anything else from the time he signed the original agent application. I have attached a copy of the standard agent contract used by Bankers. I don't believe this will be helpful. Good luck with your hearing. Thanks.

Joe

From: Singer, Alan (OIC) [mailto:AlanS@OIC.WA.GOV]
Sent: Tuesday, November 13, 2012 3:46 PM
To: Kemper, Joe
Subject: RE: Sam Chan

Thank you.

Alan Michael Singer
Staff Attorney, Legal Affairs
Washington State Office of the Insurance Commissioner
PO Box 40255
Olympia, WA 98504-0255
360.725.7046 | 360.586.0152 (fax) | alans@oic.wa.gov | www.insurance.wa.gov
• wainsurance.blogspot.com • Twitter: @WAinsuranceblog • Facebook.com/WSOIC •

From: Kemper, Joe [mailto:Joe.Kemper@CNOinc.com]
Sent: Tuesday, November 13, 2012 12:45 PM
To: Singer, Alan (OIC)
Subject: RE: Sam Chan

Alan

I'm checking on your other two questions. Will know soon. Thanks.

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From: Singer, Alan (OIC) [mailto:AlanS@OIC.WA.GOV]
Sent: Tuesday, November 13, 2012 3:08 PM
To: Kemper, Joe
Subject: Sam Chan

As discussed.

Alan Michael Singer
Staff Attorney, Legal Affairs
Washington State Office of the Insurance Commissioner

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• wainsurance.blogspot.com • Twitter: @WAinsuranceblog • Facebook.com/WSOIC •

BANKERS LIFE AND CASUALTY COMPANY
600 West Chicago Avenue • Chicago, IL 60610-2422
Telephone: 312-396-6000

AGENT CONTRACT

1. PARTIES

Bankers Life and Casualty Company ("the Company") and the Agent named in the Declarations page mutually agree as follows:

2. EFFECTIVE DATE

This Contract shall take effect on the date shown on the Declarations page.

3. APPOINTMENT

The Company hereby appoints Agents with the authority as set out in the paragraph 8. This appointment shall continue until terminated as provided in paragraph 22 hereof.

4. INDEPENDENT CONTRACTOR

This contract shall not create an employer-employee relationship. The relationship of Agent to Company shall be that of independent contractor.

5. TERRITORY

The Contract does not confer on the Agent exclusive representation of the Company in any territory, and the Company may appoint other Agents in the same territory.

6. REPRESENTATIONS AND WARRANTIES

The Agent represents and warrants to the Company as follows:

(a) Except as disclosed to the Company in writing, the Agent has never been (i) an officer, director or partner in a firm or entity involved in any bankruptcy or receivership proceedings; (ii) a party to any civil action filed within the last 3 years; (iii) arrested or convicted for any crime or misdemeanor other than a traffic misdemeanor; (iv) the subject of an order entered by any state or federal agency finding a violation of their laws, rules or regulations; or (v) involved in any other action or proceeding which could adversely affect the reputation of the Company or the Company's business, or performance by the Agent under this Contract.

(b) The Agent agrees to abide by all policies, practices and procedures adopted by the Company.

(c) The Agent agrees that any and all "Nonpublic Personal Information" obtained by the Agent on behalf of or from Bankers Life and Casualty or any Conseco Company in the performance of your duties and obligations under this Contract shall be used by you only as necessary to fulfill your obligations under this Contract and shall not be disclosed to any other person, unless specifically authorized in writing by Bankers Life and Casualty, any Conseco Company, or the person who is subject of the "Nonpublic Personal Information," or as otherwise permitted by law. You

agree to establish physical, electronic, and administrative procedures to protect the security and confidentiality of "Nonpublic Personal Information."

"Nonpublic Personal Information" has the meaning set forth in section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) and any federal and state laws and regulations that implement that Act and includes but is not limited to name, address, and financial or health information of a policyholder, insured, applicant, or prospect.

This subsection survives the termination of the Agent Contract.

(d) The Agent agrees to the provisions, terms, responsibilities and duties as set forth in Addendum "A" of this Contract entitled "Business Associate Agreement" that pertains to the privacy and protection of Protected Health Information (PHI) as regulated under the Privacy Rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

This subsection also survives the termination of the Agent Contract.

7. AUTHORITY

While this contract is in effect, the Agent has the authority to:

a) solicit applications for insurance policies to be issued by the Company and payments made thereon, and issue receipts for the monies collected,
b) deliver policies issued by the Company on applications received, if the first premium has been paid,
c) give service to policyholders to maintain the policies in force, and
d) solicit applications for reinstatement of lapsed policies.

8. LIMITATIONS OF AUTHORITY

The authority given in this contract is subject to the provisions and limitations contained herein, and in the Company's manual, rate books, rules and regulations. The Company may, from time to time, prescribe rules concerning the conduct of the business covered herein and amend its manuals, rate books, rules and regulations. This Contract does not give the Agent any authority to represent the Company except as specifically set forth herein. The Agent has no authority to alter, modify, waive or change insurance contracts written by the Company, to commit the company in any respect regarding liability or payment of claims, or to commit or incur liability on behalf of the Company in any respect. The Agent has no authority to endorse, cash or deposit any checks or drafts payable to the Company or to open any bank account or trust account on behalf of, for the benefit of, or containing the name of, the Company.

9. COMPENSATION

As compensation in full for the performance of services of the Agent as authorized in this Contract, the Company will pay commissions as set forth in the attached Commission Schedules. The Commissions Schedules may be altered, decreased, modified, or withdrawn at any time by the Company. Any changes will apply to business with a policy effective date on or after the effective date of the schedule changes.

10. REPORTS, LICENSES AND TAXES

a) The Agent agrees to advise the Company of any change of address of regular place of business, and to furnish the Company with all information concerning business written for the Company.

b) The Agent shall prepare and file all reports and returns required of the Agent and shall pay all taxes levied against the Agent by any municipal, state or federal statute or regulation. (This provision shall not be construed as requiring the Agent to pay premium taxes or any other taxes levied against the Company). The Agent shall pay for the renewal state agent license fees, and any occupational license fee required under local ordinances. The Agent shall secure and maintain any municipal or state licenses necessary to conduct business, and shall not write insurance unless properly licensed. The Agent shall comply with all applicable laws of the state(s) in which the Agent transacts insurance business for the Company pursuant to this Contract.

11. COLLECTION OF PREMIUMS, SUBMITTAL OF APPLICATIONS, DELIVERY OF POLICIES

a. The Agent will report all Company monies received or collected in accordance with the Company's rules governing collections. The Agent agrees to receive and hold the funds in a fiduciary capacity until the funds are remitted to the Company and agrees not to commingle or divert these monies in any number.

b. The Agent shall immediately submit applications to the Company with no alterations in the text or terms. The Agent agrees not to modify or alter any representations made by the applicant in the application without the written authorization of the applicant.

c. All policies sent to the Agent shall be delivered promptly to the applicant. Whenever delivery cannot be made, the Agent agrees to return the policy to the Company with a written report stating the specific reasons for non-delivery.

12. RIGHT TO REJECT APPLICATIONS AND REMOVE POLICIES FROM SALE

The Company reserves the right to reject any application for insurance submitted by the Agent without specifying the reason therefore. The Company reserves the right to remove from sale any policy of insurance and may increase or decrease the premiums charged for any policy issued by the Company.

13. REFUNDS

Whenever a premium has been refunded to an applicant or policyholder, the Agent agrees to immediately return to the Company any commissions received on the amount refunded.

14. INDEBTEDNESS

The Agent shall be personally liable for any indebtedness. As additional security for repayment, the Company may deduct any indebtedness due or to become due at any time from the Agent to the Company from any commissions or other payments due hereunder without limitation of the Company's other legal or equitable remedies. Any indebtedness shall be a first lien on all payments due or to become due the Agent.

15. BOOKS, SUPPLIES AND DATA

The Company will supply rate information, sales manuals and forms for the solicitation of applications for insurance. The Agent acknowledges that all names, policyholder cards and contact data furnished by the Company is specialized and confidential information not generally known in the industry. The Agent further acknowledges that the identity and insurance needs of the Company's clients are not generally known in the industry and that the Company has a proprietary interest in the identity of the Company's customers and customer list. Agent agrees to hold all names, policyholder cards, contact data and customer list in a fiduciary capacity and agrees not to divulge the names, policyholder cards or other contact data to any other Company, agency or person. The Agent agrees to return all rate information, sales manuals, forms, policyholder cards, contact data, and customer lists to the Company upon demand or upon termination as provided in paragraph 22 thereof.

In the event of breach or threatened breach of this section, the Agent agrees that the Company shall be entitled to seek all appropriate remedies, including without limitation, injunctive relief and monetary damages.

16. ADVERTISING

No promotional material, advertising circulars, radio or television broadcast or other advertising in any form shall be made, published or circulated by the Agent without the Company's prior written consent.

17. PROMOTE INTEREST

This Agent shall promote the interest of the Company as contemplated by this Contract. The Agent's conduct shall be fair, honest, lawful and courteous, and shall not adversely affect the business, goodwill, or reputation of the company.

18. NON-WAIVER AND SEVERABILITY

No act of forbearance or toleration on the part of the Company in favor of the Agent in respect to provisions of this Contract, either expressed or implied shall be construed as a waiver by the Company of any of its rights hereunder. If any provision of this contract is found to be invalid or unenforceable, the remaining provisions of this Contract shall continue to be binding and effective.

19. SURETY BOND

If required by the Company or any insurance department, the Agent agrees to furnish a bond, an amount and with a surety company acceptable to the Company, for the faithful discharge and performance of all duties and obligations of Agent under this Contract.

20. NON-ASSIGNABILITY

No assignment of this Contract or of any benefit to accrue hereunder, in whole or in part, shall be valid or in any way binding on the Company without the Company's prior written consent.

21. SUSPENSION

The Company reserves the right to suspend all or any part of the authority given the Agent under paragraph 7, if the Agent is in default in the obligations under this Contract. The Company will notify the Agent in writing of any suspension or subsequent reinstatement.

22. TERMINATION

(a) Either party may terminate this contract at will, without cause, by giving notice to the other party of the intention to terminate this Contract.

(b) Upon termination of this Contract, without cause, renewal commissions will be paid as set out in the attached Schedules. Following termination of this Contract , without cause, if the Company discovers that the Agent committed any act which would be grounds for termination with cause, either during the term of this Contract or afterwards, no commissions or other compensation either vested or otherwise, will be paid.

The Agent agrees that nothing herein gives, or is intended to give the Agent any right, claim, title or interest of any kind in any special accounts of funds established by the Company, including, but not limited to, any account which has its purpose the promotion of the health, safety and welfare of its employees and agents.

(c) Upon termination of this contract, the Agent will promptly return to the Company any and all literature, forms, manuals, supplies, lists, contact data, policyholder lists and other written or printed information in any way pertaining to the business of the Company.

(d) The Company may terminate this Contract immediately for cause. For cause means any violation by the Agent of the terms of this Contract and includes, but is not limited to, fraud, failure to remit funds, failure to secure and maintain necessary licenses, and non-compliance with established policies and procedures of the Company.

(e) If this Contract is terminated for cause as herein defined, no commissions or other payable compensation or allowances, either vested or otherwise, shall be payable.

(f) Upon termination of this Contract for any reason, all indebtedness of Agent to the Company shall immediately become due and payable.

23. CAPTIONS

The captions and sub-captions contained in this Contract are for the purpose of convenience and shall not be construed as limiting or expanding the text.

24. NON-COMPETITION

During the term of this Contract and for 24 months thereafter, within the territory regularly serviced by the branch sales office of the Company where the Agent normally submits business, the Agent shall not, personally or through the efforts of others, induce or attempt to induce:

(a) any agent, Branch Sales Manager, Territory Vice President, employee, consultant or other similar representative of the Company to curtail, resign or sever a relationship with the Company.

(b) any agent, Branch Sales Manager, Territory Vice President or employee of the Company to contract with or sell insurance business with any company not affiliated with the Company, or

(c) any policyholder of the Company to relinquish, surrender, replace, or lapse any policy issued by the Company.

In the event of breach or threatened breach of any of these covenants, the Agent agrees that the Company shall be entitled to seek all appropriate remedies, including without limitations, injunctive relief and monetary damages.

25. CONSTRUCTION

This Contract shall be construed in accordance with the laws of the state of Illinois exclusive of choice of laws provisions. Venue for any action between the parties arising under this Contract shall be in a court located in Chicago, Cook County, Illinois.

26. INDEMNIFICATION

The Agent shall indemnify and hold harmless the Company from any and all claims, demands, penalties, suits or actions, and from any and all losses, costs, and expenses, including attorney fees, in connection therewith, arising out of or resulting from the default in the performance of, or in the negligent performance of, the obligations of the Agent under this Contract.

27. ENTIRE CONTRACT

This Contract, the Commission Schedules, the Declarations page and Endorsements, if any, supercedes all previous contracts, any oral representations, or understandings and constitutes the entire contract between the parties. This Contract can be changed or modified on behalf of the Company only by the written consent of the Senior Vice President of Sales, President or Chief Operating Officer of the Company.

ADDENDUM "A"

BUSINESS ASSOCIATE AGREEMENT

The Health Insurance Portability and Accountability Act (HIPAA) prescribes how an individual's PHI may be used and disclosed. To assure compliance with HIPAA, Company and Business Associate agree to the following terms and conditions as applicable:

a) **Definitions.** For purposes of this Addendum, the following terms shall have the designated meanings. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

(i) *Business Associate* shall mean the same as defined in 45 CFR 160.103. Business Associate shall include its directors, affiliates, and employees.

(ii) *Designated Record Set* shall mean a group of records maintained by or for Company that is the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used, in whole or in part, by or for Company to make decisions about individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information (PHI) and is maintained, collected, used or disseminated by or for Company.

(iii) *Individually Identifiable Health Information* shall mean information that is a subset of health information, including demographic information collected from an individual, and: (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) That identifies the individual, or (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(iv) *Privacy Standards* shall mean the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164.

(v) *Protected Health Information PHI* shall mean Individually Identifiable Health Information, that is transmitted or maintained in any form or medium. PHI shall not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. §1232g(a)(4)(b)(iv).

(vi) *Secretary* shall mean the Secretary of the Department of Health and Human Services or his designee.

(vii) *Security Incident* shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

b) **Use or Disclosure of Protected Health Information.** Business Associate shall not use or further disclose PHI created or received on behalf of or from Company in any manner other than as permitted or required by the Agreement, or as permitted or required by law.

c) **Safeguards Against Misuse of Protected Health Information.** Business Associate agrees to use appropriate safeguards, including the implementation of administrative, physical and technical safeguards, to prevent the use or disclosure of PHI other than as provided for under the Agreement.

d) **Reporting of Improper Uses or Disclosures of Protected Health Information.** Business Associate agrees to report to the Company, within five (5) days of becoming aware, any use or disclosure of PHI not permitted or required by the Agreement. Business Associate further agrees to report any security incident occurring after April 20, 2005 involving PHI within five (5) days of becoming aware of such security incident, pursuant to 45 C.F.R. 164.314(a)(2)(i)(C).

e) **Agreements by Third Parties.** Business Associate shall enter into a written agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by Business Associate on behalf of Company pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate pursuant to this Addendum with respect to such PHI.

f) **Access to Protected Information.** Business Associate agrees to make an individual's PHI, maintained by Business Associate or its agents or subcontractors, in Designated Record Sets, available to the individual or the individual's personal representative for inspection and copying within thirty (30) days of a request. Provided however that, on such request by Company on behalf of an individual, or the individual's personal representative, Business Associate agrees to make such information available to Company within fifteen (15) days of receipt of the request, to enable Company to fulfill its obligations under 45 CFR 164.524.

g) **Availability of Protected Health Information for Amendment.** Business Associate agrees to respond to any amendment requests, pursuant to 45 CFR 164.526, within sixty (60) days of receipt of such request from the individual or individual's personal representative, as applicable, for the

amendment of that individual's PHI for so long as the PHI is maintained in the Designated Record Set. Business Associate agrees to follow parameters established by, and agreed upon with, Company with respect to amendment requests received and responded to.

Provided however that when such request is made by Company on behalf of an individual or the individual's personal representative, Business Associate agrees to respond to Company within thirty (30) after receipt of the request, to enable Company to fulfill its obligations under 45 CFR 164.526.

h) **Accounting Rights.** Within thirty days after receipt of notice by Company of a request for an accounting of a disclosure of PHI, Business Associate and its agents or subcontractors shall make available to Company the information required to provide an accounting of disclosures to enable Company to fulfill its obligations to provide such accounting as required by 45 CFR Section 164.528.

Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the April 14, 2003 HIPPA compliance date. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the written request for disclosure.

An accounting for disclosures made under the following conditions is not required:

a. disclosures to carry out treatment, payment, or health care operations;
b. disclosures to individuals of PHI about them;
c. disclosures made pursuant to an authorization

In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Company in writing. It shall be Company's responsibility to prepare and deliver any such accounting requested.

i) **Confidential Communications Requirements.** Company must permit individuals to request, and must accommodate reasonable requests by individuals, to receive communications of PHI by alternative means or at alternative locations. Business Associate hereby agrees to immediately communicate any request by the individual to the Company and Company will advise Business Associate as to the how to accommodate the request.

j) **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Company, available to the Company, or at the request of the Company to the Secretary, in a time and manner designated by the Company or the Secretary, for purposes of the Secretary determining Company's and Business Associate's compliance with the Privacy Standards or this Addendum.

k) **Effect of Termination.** Upon the termination of the Agreement for any reason, Business Associate will return to Company, or at Company's direction, destroy all PHI created, received on behalf of or received from Company that Business Associate maintains in any form, recorded on any medium, or stored in any storage system, unless said information has been de-identified and is no longer PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement, until such time as all PHI has been returned, de-identified or otherwise destroyed as provided in this section.

l) **Termination of Contract.** In addition to any other rights Company may have in the Agreement, this Addendum or by operation of law, Company may immediately terminate the Agreement if Company determines that Business Associate has violated a material term of this Addendum.

m) **Third-Party Rights.** The terms of this Addendum are not intended, nor would they be construed, to grant any rights to any parties other than to Business Associate and Company.

n) **Data Security.** Business Associate hereby represents and warrants that it will utilize its commercially reasonable efforts to implement technical and physical safeguards and policies and procedures to protect and safeguard Protected Health Information.

o) **Breach.** If the Business Associate materially breaches or threatens to breach its obligations under this Agreement, Company shall have the right, in addition to such other remedies, which may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies would be inadequate.

p) **Indemnification.** Business Associate agrees to indemnify and hold Company, its directors, officers, employees and affiliates harmless, for any damage, loss, or liability (including criminal or civil penalties, court costs, reasonable attorneys' fees, the cost of enforcing this indemnify provision and costs incurred by Company as a result of an audit or investigation by the Secretary, or any other governmental official or department) arising out of or resulting from the unauthorized use or disclosure by or through Business Associate of Protected Health Information and Nonpublic Personal Information or any other violation of this Agreement.

q) **Amendment.** Business Associate and Company agrees to take such action as is necessary to amend this Addendum from time to time as is necessary for Company to comply with the requirements of HIPAA and any other applicable federal or state statute or regulation required governing privacy and security of information.

r) **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois. Any ambiguity in this Addendum, and/or any conflict between this Addendum and the Agreement to which it is attached, shall be resolved in favor of a meaning that permits Company to comply with HIPAA and any other applicable privacy and security of information statute or regulation.

ATTACHMENT #4 TO NOVEMBER 16, 2012 OIC MEMORANDUM REGARDING NOVEMBER 15 ORAL MOTION ON LICENSEE'S BANKERS LIFE APPLICATION AND CONTRACT:

E-MAIL MESSAGE #4 FROM JOE KEMPER DATED NOVEMBER 14, 2012

Singer, Alan (OIC)

From: Kemper, Joe [Joe.Kemper@CNOinc.com]
Sent: Wednesday, November 14, 2012 6:52 AM
To: Singer, Alan (OIC)
Subject: FW: Question, Agent Apps

Alan,

For what it's worth, I got this reply from one of our agent licensing people.....

Joe

From: Thompson, Luann
Sent: Tuesday, November 13, 2012 4:16 PM
To: Gerhart, Lynda
Cc: Kemper, Joe
Subject: RE: Question, Agent Apps

Yes although it very rare that we are advised.

REPRESENTATIONS AND WARRANTIES
The Agent represents and warrants to the Company as follows:
(a) Except as disclosed to the Company in writing, the Agent has never been (i) an officer, director or partner in a firm or entity involved in any bankruptcy or receivership proceedings; (ii) a party to any civil action filed within the last 3 years; (iii) arrested or convicted for any crime or misdemeanor other than a traffic misdemeanor; (iv) the subject of an order entered by any state or federal agency finding a violation of their laws, rules or regulations; or (v) involved in any other action or proceeding which could adversely affect the reputation of the Company or the Company's business, or performance by the Agent under this Contract.
(

From: Gerhart, Lynda
Sent: Tuesday, November 13, 2012 2:52 PM
To: Thompson, Luann
Cc: Kemper, Joe
Subject: Question, Agent Apps
Importance: High

Hi,

SIU is asking if an agent commits a crime, etc while working for the company, is he required to report it to us. IN other words, does the agent contract specify that the agent must report any changes in status or arrests?

Thanks!

Lynda Gerhart/Agent Market Conduct

Legal Operations/CNO Services, LLC

J2R, ext 75473

ATTACHMENT #5 TO NOVEMBER 16, 2012 OIC MEMORANDUM REGARDING NOVEMBER 15 ORAL MOTION ON LICENSEE'S BANKERS LIFE APPLICATION AND CONTRACT:

E-MAIL MESSAGE #5 FROM JOE KEMPER DATED NOVEMBER 15, 2012 ATTACHING A TEN-PAGE PDF (INCLUDING BLANK PAGES FOR PAGES 2, 4, 6, 8, AND 10) CONTAINING MR. CHAN'S SIGNATURE PAGE TO HIS AGENCY AGREEMENT AND OTHER DOCUMENTS

Singer, Alan (OIC)

From: Kemper, Joe [Joe.Kemper@CNOinc.com]
Sent: Thursday, November 15, 2012 10:02 AM
To: Singer, Alan (OIC)
Subject: FW: Question, Agent Apps
Attachments: chan dec page.pdf

From: Gerhart, Lynda
Sent: Thursday, November 15, 2012 12:59 PM
To: Kemper, Joe
Subject: RE: Question, Agent Apps

What you want is on page 7.

Thanks! ☺

Lynda Gerhart/Agent Market Conduct

Legal Operations/CNO Services, LLC

J2R, ext 75473

From: Kemper, Joe
Sent: Thursday, November 15, 2012 12:51 PM
To: Gerhart, Lynda
Subject: FW: Question, Agent Apps

Linda,

Can you look in to this. I'm on my way to a meeting until about 1:30 PM. Thanks.

Joe

From: Singer, Alan (OIC) [mailto:AlanS@OIC.WA.GOV]
Sent: Thursday, November 15, 2012 11:08 AM
To: Kemper, Joe
Subject: RE: Question, Agent Apps

Joe, thanks. I see that language is in the standard agency contract you sent earlier – but I did not see a spot on the standard agency contract where the agent signs. Is there something Mr. Chan signed to show he agreed with the terms of the standard agency contract? If not, how does the company obtain the agent's agreement to be bound by the terms of that document? Whatever assent there is for Mr. Chan, I would be interested in that ASAP, please. Thanks so much for your help!

Alan Michael Singer
Staff Attorney, Legal Affairs
Washington State Office of the Insurance Commissioner
PO Box 40255
Olympia, WA 98504-0255

360.725.7046 | 360.586.0152 (fax) | alans@oic.wa.gov | www.insurance.wa.gov
• waisurance.blogspot.com • Twitter: @WAinsuranceblog • Facebook.com/WSOIC •

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Sent: Wednesday, November 14, 2012 6:52 AM
To: Singer, Alan (OIC)
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To: Gerhart, Lynda
Cc: Kemper, Joe
Subject: RE: Question, Agent Apps

Yes although it very rare that we are advised.

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(a) Except as disclosed to the Company in writing, the Agent has never been (i) an officer, director or partner in a firm or entity involved in any bankruptcy or receivership proceedings; (ii) a party to any civil action filed within the last 3 years; (iii) arrested or convicted for any crime or misdemeanor other than a traffic misdemeanor; (iv) the subject of an order entered by any state or federal agency finding a violation of their laws, rules or regulations; or (v) involved in any other action or proceeding which could adversely affect the reputation of the Company or the Company's business, or performance by the Agent under this Contract.
(

From: Gerhart, Lynda
Sent: Tuesday, November 13, 2012 2:52 PM
To: Thompson, Luann
Cc: Kemper, Joe
Subject: Question, Agent Apps
Importance: High

Hi,

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Thanks!

Lynda Gerhart/Agent Market Conduct

Legal Operations/CNO Services, LLC

J2R, ext 75473

Agent Name: CHAN , SAM Y
Doing Business As (DBA):
City: RENTON
State: WA
NPN: 5771449
WAOIC Num: 173819
Expiration Date: 4/29/2010

License Type	Lines	Effective Date	Cancel Date
Agent (AG)	L D P C	11/29/2000	

Company Appointment | Agency Affiliation

CHAN , SAM Y is appointed by the following companies:

CIC	Name	Type	Lines	Eff. Date	Exp. Date	Canc. Date
	Agent (AG)					
176	BANKERS LIFE & CASUALTY COMPANY	AG	D L	4/24/2008	7/8/2008	
420	FARMERS INSURANCE COMPANY OF WASHINGTON	AG	C D P	4/23/2008	7/28/2008	
421	FARMERS INSURANCE EXCHANGE	AG	C D P	4/23/2008	5/11/2009	
423	FARMERS NEW WORLD LIFE INSURANCE COMPANY	AG	D L	4/23/2008	5/23/2009	
456	FIRE INSURANCE EXCHANGE	AG	C P	4/23/2008	2/13/2010	
821	MID-CENTURY INSURANCE COMPANY	AG	C D P	4/23/2008	6/15/2008	
1330	TRUCK INSURANCE EXCHANGE	AG	C D P	4/23/2008	4/6/2010	

Evidence of Insurance - State of Washington

FARMERS

THE EXPIRATION DATE LISTED HEREON APPLIES ONLY IF THE PREMIUM HAS BEEN PAID.

SAM Y CHAN
14415 SE 188TH WAY
KENTON WA 98058-9333

Policy Number: 79 16701 59-13
Effective Date: DEC 03, 07
Expiration Date: JULY 16, 08

Vehicle I.D. No: JH4CU36895C003456
Year: 2005 Make: ACURA Model: TSX

FARMERS INSURANCE COMPANY OF WASHINGTON, an authorized Washington Insurer, certifies that it has issued an owner's liability insurance policy pursuant to the Mandatory Insurance Law of Washington. Examine the Policy Exclusions carefully. This form does not constitute any part of your insurance policy.

Agent Name: G T JERRY WHEELER INSURANCE A
Phone No: (206) 243-9636

KEEP WITH VEHICLE

Keep this certificate in your vehicle at all times.
Read reverse side carefully.

A1990501

1 A6041818-YR0017 01-01 63_A81YF16 22 DPM_UPAG #46127 3 D

BANKERS LIFE AND CASUALTY COMPANY
222 Merchandise Mart Plaza Chicago, Il 60654-2001
Phone (312) 396-6000

A Conseco Company

For Home Office Use Only:

AGENT #:

TO: [X] Agents Licenses (Career Agents) [ ] Payroll Dept. (Employees)

From: BSO 5095
Speed # 413

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS
(EFT - Electronic Funds Transfer)

(X one box only): [ ] CHANGE MY EXISTING ACCOUNT AS SHOWN BELOW [X] ADD NEW ACCOUNT

I hereby authorize BANKERS LIFE AND CASUALTY COMPANY, hereinafter called Company, to initiate credit entries for **(Print your name here)** SAM CHAN and the Financial Institution indicated below, hereinafter called Financial Insitution, to credit with the amounts thereof to my account indicated below.

BANK'S NAME: US Bank	[X] Checking Acct	[ ] Savings Acct

This authority is to remain in full effect until Company or Financial Institution has received written notification from me of its termination in such time and manner as to afford Company or Financial Institution a reasonable opportunity to act on it, or until Company or Financial Institution has sent me ten (10) day written notice of Company's or Financial Institution's termination of this agreement.

Signed: _____ Employee or Agent #: _____ Date: 4/24/08

[redacted]

Attach CHECK marked "VOID" or SAVINGS ACCOUNT DEPOSIT SLIP marked "VOID" here.

PLEASE ALSO READ INSTRUCTIONS AND REMINDERS ON REVERSE SIDE OF THIS FORM.

[ ] CANCEL EXISTING AGREEMENT FOR AUTOMATIC DEPOSITS

I no longer want automatic deposits made to my account. Please cancel my existing agreement immediately.

Signed: _____ Employee or Agent #: _____ Date: _____

(Over)

Form 7955 (3/99)

DECLARATION PAGE

☒ I have reviewed the contract and commission material in the contract package and do hereby accept the contract in its entirety if I am contracted as an Agent, FTR or Manager for Bankers Life And Casualty Company.

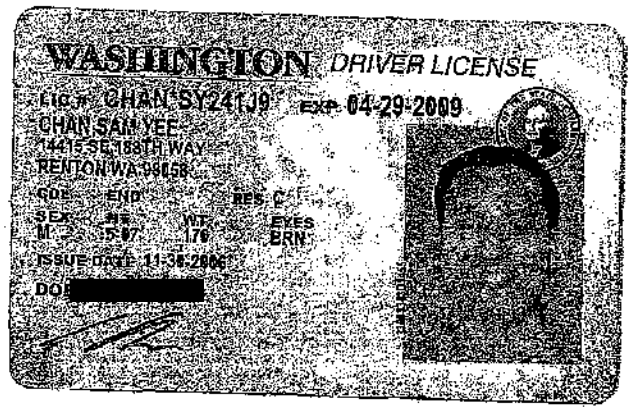
Additionally, by signing this document, I have read and agreed to the terms and conditions of the Agent Contract. Additionally, I am certifying that all statements contained in this document are true and correct to the best of my knowledge and belief. I understand that any false statements on these documents may be considered sufficient cause for termination if such false statement is discovered subsequently.

Signed By: _____

Printed Name: SAM CHAN

Date: ~~4/25/96~~ 4/24/2008

(mm/dd/yyyy)


WASHINGTON DRIVER LICENSE
Lic# CHANSY241J9 EXP 04-29-2009
CHAN,SAM YEE
14415 SE 188TH WAY
RENTON WA 98058
DOB END RES C
SEX HT WT EYES
M 5'07" 170 BRN
ISSUE DATE 11-30-2006
DO