

001132049 - 3/10-271

01134289 - 4/29/10 298
01135382 - 6/1/10 298
01137185 - 7/1/10
01138345 - 8/5/10
01139255 - 9/24/10

BEFORE THE
COMMISSIONER OF SECURITIES AND INSURANCE
HELENA, MONTANA

IN THE MATTER OF:)	CASE NO. INS-2010-19
)	
EARL ROWE,)	CONSENT AGREEMENT
In his capacity as a licensed insurance producer,)	
)	
Respondent.)	

The Montana Insurance Commissioner (Commissioner), pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. §33-1-101, *et seq.*, hereby alleges the following:

ALLEGATIONS OF FACT

1. Earl Rowe (Rowe), while acting pursuant to his insurance producer's license (#12930) issued by the Montana State Auditor, in her capacity as ex-officio Insurance Commissioner, issued a check to pay a bond forfeiture to Park County Justice Court on or about November 24, 2009. The check was subsequently returned for lack of sufficient funds.
2. Rowe, while acting pursuant to his producer's license, issued a second check to pay a bond forfeiture to Yellowstone County Justice Court on or about November 24, 2009. The check was subsequently returned for lack of sufficient funds.

3. Rowe paid the bond forfeitures to the courts after the checks were returned.
4. Rowe paid the bond forfeitures with money from his personal account and admitted he failed to have enough money in his trust account to cover the amounts owed.

From the foregoing alleged facts, if proven, the Commissioner may reach the following:

CONCLUSIONS OF LAW

1. The Commissioner has jurisdiction over this matter pursuant to her statutory duties as the Insurance Commissioner. Mont. Code Ann. § 33-1-101 *et. seq.*, and § 2-4-603.
2. Rowe violated the provisions of Mont. Code Ann. § 33-17-1001.

AGREEMENT

A. Without admitting or denying any of the above findings of fact and conclusions of law, Rowe hereby stipulates and consents to the following:

1. Rowe will comply with the Montana Insurance Code, and the rules and orders promulgated thereunder.
2. Rowe will pay a fine of \$2000.00 to the State of Montana. Rowe may pay the amount owed in five equal monthly payments of \$334.00 and a final payment in the sixth month of \$330.00, or he may pay it in any other combination of payments, so long as the full amount is paid at the end of six months from the date this agreement is signed.
3. Rowe will ensure he maintains a balance in his trust account appropriate for any and all potential forfeitures. Rowe will refrain from paying any forfeiture amounts from his personal accounts.
4. Rowe waives his right to a hearing on the allegations contained herein; and
5. During the six-month period of allowed for payment of the fine, should Rowe willfully violate the terms and conditions of this Agreement by violating any of the provisions of

the Montana Insurance Code or by failing to pay the fine by the end of the term, Rowe understands he may be subject to an additional fine for each violation of the agreement after opportunity for hearing and a finding he has violated this agreement, pursuant to Mont. Code Ann. § 33-1-318. Additionally, should Rowe violate the terms of this agreement, his producer's license may be suspended pursuant to the provisions of Mont. Code Ann. § 33-17-1001.

B. Pursuant to Rowe's stipulation, the Commissioner agrees that if the terms and conditions of the consent agreement are fully met:

1. The Commissioner will not initiate any civil, criminal or administrative action against Rowe regarding the allegations contained herein or the evidence underlying the allegations, pursuant to Mont. Code Ann. §§33-1-311 and 318, MCA, nor will the Commissioner make a referral of the allegations or evidence.

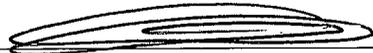
2. Any complaints brought to the Commissioner after the signing of this Agreement that contain allegations of illegal acts by Rowe of a similar or the same nature as the allegations set forth above that occurred prior to the consummation of this Agreement will not result in further administrative, civil or criminal action by the Commissioner, or referral thereof.

C. This Agreement contains the entire understanding of the parties, who represent that there have been and are no representations, promises, or agreements, either expressed or implied, other than those expressly set forth in this Agreement. Rowe understands that the Consent Agreement is a public record. As a public record, it may not be sealed.

Rowe fully and forever releases and discharges the Office of the Commissioner of Securities and Insurance, the elected State Auditor and all State Auditor employees from any and all actions, claims, causes of action, demands, or expenses for damages or injuries that may arise

from the allegations underlying this Agreement, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the Action.

Stipulated and consented to on this 9th day of FEBRUARY 2010.



EARL ROWE
RESPONDENT

Subscribed and sworn to before me this 9th day of February 2010.

(SEAL)

Crystal Linn Carter
Notary Public for the State of Montana
Crystal Linn Carter
Residing at Missoula, Montana
My commission expires March 25th 2013

Dated this 9th day of February 2010.

DEPARTMENT OF SECURITIES AND INSURANCE

Roberta Cross Guns

By: ROBERTA CROSS GUNS

ORDER

On the basis of the foregoing Consent Agreement and Respondent's consent to the entry of this order, for the purpose of settling this matter prior to a hearing, and without admitting or denying any of the Findings of Fact or Conclusions of Law, the Commissioner orders all parties to comply with the provisions of the foregoing Consent Agreement including, but not limited to, the provision in which Respondent agrees to pay \$2,000 in fines. The Commissioner further orders Respondent to comply with the Insurance Act of Montana and the rules promulgated thereunder.

Dated this 22nd day of February, 2010.

MONICA LINDEEN, STATE AUDITOR

Robert Moon

By: ROBERT MOON

Title: DEPUTY INSURANCE COMMISSIONER

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this 26th day of February, 2010, a true and correct copy of the foregoing Consent Agreement and Final Order was served upon the following by hand delivery or by depositing the same in the United States mail postage paid and addressed as follows:

Earl Rowe
P.O. Box 7816
Missoula, MT 59807

Arsan Paulson-Davis