

MICHAEL A. KAKUK
Office of the Montana State Auditor
Commissioner of Securities and Insurance
840 Helena Avenue
Helena, MT 59601
(406) 444-2040
mkakuk@mt.gov

Attorney for the CSI

**BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE
MONTANA STATE AUDITOR**

IN THE MATTER OF:)	CASE NO. INS-2015-84
)	
SCOTT DAVID FOSTER,)	CONSENT AGREEMENT AND
)	FINAL ORDER
Respondent.)	
)	

This Consent Agreement (Agreement) is entered into by the Office of the Montana State Auditor, Commissioner of Securities and Insurance (CSI), acting pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. § 33-1-101 et seq. (Code), and Scott David Foster. The Final Order (Order) is issued by the authority of the Commissioner of Securities and Insurance, Office of the Montana State Auditor (Commissioner).

RECITALS

WHEREAS, the CSI alleges that between December 15, 2014, and December 19, 2014, Respondent knowingly violated § 33-1-1202(1) by providing false information regarding the date of a collision in support of an automobile insurance claim to GEICO Indemnity Company;

WHEREAS, based on the information provided by Respondent, GEICO submitted a payment in the amount of \$4,608.92 to the policyholder; and

WHEREAS, the CSI and Respondent agree that the best interests of the public would be served by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the CSI and Respondent agree to settle this matter pursuant to the following terms and conditions:

STIPULATIONS AND CONSENTS

I Respondent stipulates and consents to the following:

A. Respondent neither admits nor denies the allegations set forth in the Recitals;

B. Respondent shall pay restitution to GEICO Indemnity Company in the amount of \$2,000.00. Payments may be made in monthly installments of at least \$350.00 until the total is paid in full. Payments are due on the tenth day of the first full month following execution of the Order, and the tenth day of each following month. If the minimum amount is paid each month, the sixth and final payment shall be \$250.00.

Payments shall be sent to:

GEICO Indemnity Co.
c/o Grant Collins, GEICO SIU
PO Box 126
Spangle, WA 99031

C. Respondent shall send proof of each restitution payment detailed in paragraph B, above, to the CSI. The proof of payment shall be sent by email to

lmonroe@mt.gov, or by mail to:

Montana State Auditor's Office
c/o Lisa Monroe
840 Helena Avenue
Helena, MT 59601

D. Respondent shall pay an administrative penalty to the State of Montana in the amount of \$500.00. This penalty shall be paid after the restitution detailed in paragraph B, above, is paid in full. This penalty payment is due on the tenth day of the first full month following full repayment of restitution. The penalty payment shall be sent to:

Office of the Montana State Auditor
c/o Darla Sautter
840 Helena Avenue
Helena, MT 59601

E. If Respondent fails to complete the restitution detailed in paragraph B, above, by January 1, 2017, then Respondent shall owe the full amount of restitution of \$4,608.92 to GEICO Indemnity Company, less any amount that Respondent paid under the terms of this Agreement. Respondent acknowledges that the CSI may use any valid legal process to collect the full amount of restitution and the penalty detailed in paragraph D, including converting the Final Order into a judgment in a district court.

F. Respondent agrees to comply with the provisions of the Code. In the event Respondent commits another violation of the Code within two years of the execution of this Agreement, Respondent shall pay a fine of \$2,000.00 to the CSI, in addition to any other penalty the CSI may impose based on that future violation.

G. Respondent fully and forever releases and discharges the Commissioner of Securities and Insurance, Montana State Auditor (Commissioner), the CSI, and all of the CSI's employees and agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of this Agreement;

H. Respondent specifically and affirmatively waives his right to a contested case hearing and all rights to appeal under the Montana Administrative Procedure Act, Mont. Code Ann. § 2-4-101 et seq., and elects to resolve this matter with this Agreement;

I. Respondent acknowledges that he was advised of the right to be represented by legal counsel and if represented by legal counsel, that such legal representation was satisfactory; and

J. Respondent acknowledges that he enters into this Agreement voluntarily and without reservation.

II. All parties to this Agreement stipulate and consent as follows:

A. The Commissioner and the CSI have jurisdiction over the subject matter of this matter;

B. This Agreement is entered without adjudication of any issue, law, or fact. This Agreement covers the factual allegations addressed above. It is entered into solely for the purpose of resolving the CSI's allegations and is not intended to be used for any other purpose. For any person or entity not a party to this Agreement, this Agreement does not limit or create any private rights or remedies against Respondent, limit or create liability of Respondent, or limit or create defenses of Respondent to any claims;

C. The applicable statute of limitations is tolled for two years from the date of execution of this Agreement with regard to the allegations in the Recitals. In the event Respondent violates the terms of this Agreement at any time before the applicable statute of limitations has run, the CSI reserves the right to seek any additional administrative penalties or further regulatory action, as described above:

D. This Agreement constitutes the entire agreement between the parties and no other promises or agreements, either express or implied, have been made by the CSI or by any member, officer, agent, or representative of the CSI to induce Respondent to enter into this Agreement;

E. This Agreement may not be modified orally, and any subsequent modifications to this Agreement must be mutually agreed upon in writing, with the same formality as this Agreement, to be effective;

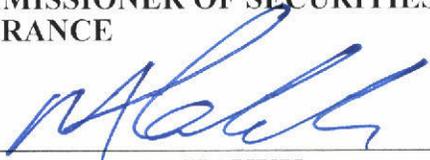
F. This Agreement shall be incorporated into and made a part of the attached Final Order issued by the Commissioner herein;

G. This Agreement shall be effective upon signing of the Final Order; and

H. The Agreement is a public record under Montana law and, as such, may not be sealed or otherwise withheld from the public.

DATED this 27th day of June, 2016.

**OFFICE OF THE MONTANA STATE
AUDITOR,
COMMISSIONER OF SECURITIES AND
INSURANCE**

By: 

MICHAEL A. KAKUK
Attorney for the CSI

DATED this 1 day of June, 2016.


SCOTT DAVID FOSTER

FINAL ORDER

Pursuant to the authority vested by Mont. Code Ann. §§ 2-4-603 and 33-1-101 et seq.,
and upon review of the foregoing Consent Agreement, and good cause appearing,

IT IS HEREBY ORDERED that the foregoing Consent Agreement between the CSI and
Respondent Scott David Foster is adopted as if set forth fully herein.

DATED this 27 day of June, 2016.

MONICA J. LINDEEN
Commissioner of Securities and Insurance,
Montana State Auditor

By: 

ANDREW POSEWITZ
Deputy State Auditor

cc: Michael A. Kakuk
Attorney for CSI

Scott David Foster



P.O. Box 20637
Billings, MT 59104-0637

BILLINGS MT 591

04 JUN 2016 PM 2 T



RCV'D MT OSI
STATE AUDITORS OFFICE
2016 JUN 16 AM 10 11

Michael A. KAKUK
840 Helena Ave
Helena MT 59601

5960193423

