

WHEREAS, Dusty's has provided full restitution for the premium incentive payments it received;

WHEREAS, Bergstrom has provided a small portion of restitution for the premium assistance payments he received; and

WHEREAS, the CSI and Respondents 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 Respondents agree to settle this matter pursuant to the following terms and conditions:

STIPULATIONS AND CONSENTS

- I. Respondents stipulate and consent to the following:
 - A. Respondents admit to the allegations set forth in the Recitals;
 - B. Within ten days of execution of this Agreement, Respondents shall pay a total amount of \$3,796.25 to the Insure Montana Program. This payment includes restitution of \$2,796.25 and a fine of \$1,000.00. Pursuant to § 33-22-2009(5), this payment shall be made to the special revenue account set forth in § 53-6-1201 and dedicated to the Insure Montana Program. This payment shall be sent to:

Montana State Auditor's Office
c/o Michael Kakuk
840 Helena Ave.
Helena, MT 59601

- C. Respondents agree to not apply for any benefits through the Insure Montana Program in the future.

D. Respondents agree to comply with the provisions of the Code, and especially the prohibition against committing insurance fraud, as defined in § 33-1-1202.

E. Respondents fully and forever release and discharge 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;

F. Respondents specifically and affirmatively waive their 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 elect to resolve this matter with this Agreement;

G. Respondents acknowledge that they were advised of the right to be represented by legal counsel and if represented by legal counsel, that such legal representation was satisfactory; and

H. Respondents acknowledge that they enter 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 case and this Agreement;

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 Respondents, limit or create liability of Respondents, or limit or create defenses of Respondents to any claims;

C. The applicable statute of limitation is tolled for two years from the date of execution of this Agreement with regard to the allegations in the Recitals. In the event either 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 Respondents 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

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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 18th day of September, 2015.

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

By: 
MICHAEL A. KAKUK
Attorney for the CSI

DATED this 14th day of SEPTEMBER, 2015.

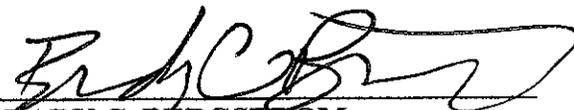
DUSTY'S SPRINKLER SERVICE, LLP

By:  
Signature

DUSTIN BERGSTROM Anneli Bergstrom
Printed Name

OWNER owner
Title

DATED this 11TH day of SEPTEMBER, 2015.


BRADY C. BERGSTROM

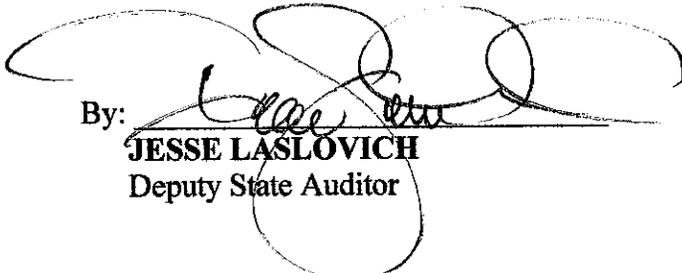
FINAL ORDER

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
Respondents Dusty's Sprinkler Service, LLP, and Brady C. Bergstrom, is adopted as if set forth
fully herein.

DATED this 16th day of September, 2015

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

By: 

JESSE LASLOVICH
Deputy State Auditor

cc: Michael A. Kakuk
Dusty's Sprinkler Service, LLC
Brady C. Bergstrom