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2
3 BEFORE THE STATE AUDITOR AND COMMISSIONER OF INSURANCE
4 STATE OF MONTANA

5 IN THE MATTER OF THE PROPOSED)
6 DISCIPLINARY TREATMENT OF)
7 PAUL JARA, License #42316,)
terminated July 31, 2002.)

Case No. 2002-41

CONSENT AGREEMENT
AND FINAL ORDER

8
9 The State Auditor and Commissioner of Insurance of the state of Montana
10 (Commissioner), pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. §
11 33-1-101, *et seq.*, hereby makes the following allegations which justify and support
12 disciplinary treatment:

13 FACT ASSERTIONS

14 1. Paul Jara (Jara) was a Montana licensed insurance producer, license #42316, in
15 the following area(s): surety. This license was issued by the Insurance Department of the
16 State Auditor's Office.

17 2. For the year 2000, Jara failed to complete and report the required number of
18 approved continuing education credits and failed to request an exemption from completing and
19 reporting these credits.

20 3. On or about July 29, 2001, the Insurance Department sent a letter to Jara at his
21 address on file with the Department, specifically, 617 21st Street, Black Eagle, MT 59414,
22 advising that his insurance producer license was suspended for failure to comply with the
23 annual continuing education requirements. The letter further advised Jara that if he failed to
24 comply with the continuing education requirements within one year, his license would be
25 terminated effective July 31, 2002.

26 4. On or about August 2, 2001, Insurance Department staff called Jara and left a
27 message for him and also mailed the continuing education reporting form for the year 2000 to

Jara at 617 21st Street, Black Eagle, MT 59414. Jara did not submit the delinquent continuing education report for the year 2000 to the Insurance Department.

3 5. On or about August 9, 2002, the Insurance Department sent a letter to Jara at
4 617 21st Street, Black Eagle, MT 59414, advising that his insurance producer license was
5 terminated effective July 31, 2002 for failure to comply with the annual continuing education
6 requirements.

7 6. On August 29, 2002, the Insurance Department received a letter from Jara
8 stating that he believed that he was in compliance with the statutory requirements for insurance
9 producers in Montana.

10 7. On September 4, 2002, the Insurance Department received a letter from Jara
11 indicating that he did not receive the continuing education reporting form for the year 2000.
12 With this letter, Jara submitted his continuing education reporting form for the year 2001,
13 which certified that he only executed surety bail bonds and which requested an exemption from
14 the continuing education completion and reporting requirements; he also paid the associated
15 late filing fee.

CONCLUSIONS OF LAW

16
17 1. The State Auditor is the Commissioner of Insurance pursuant to Mont. Code
18 Ann. § 2-15-1903.

19 2. The Montana Insurance Department (Department) is under the control and
20 supervision of the Commissioner pursuant to Mont. Code Ann. §§ 2-15-1902 and 33-1-301.

21 3. The Commissioner shall administer the Insurance Department to protect
22 insurance consumers pursuant to Mont. Code Ann. § 33-1-311.

23 4. Pursuant to Mont. Code Ann. § 33-17-201, an insurance producer license from
24 the Montana Insurance Department must be obtained prior to holding oneself out to be an
25 insurance producer or acting as an insurance producer for subjects of insurance located,
26 residing, or to be performed in Montana.

1 5. Pursuant to Mont. Code Ann. § 33-1-102, a person may not transact a business
2 of insurance in Montana or a business relative to a subject resident, located, or to be performed
3 in Montana without complying with the applicable provisions of this code.

4 6. Pursuant to Mont. Code Ann. §§ 33-17-214(3) and 33-17-1101(1), each
5 insurance producer license states the name and street address of the place of business for that
6 licensed insurance producer.

7 7. Pursuant to Mont. Code Ann. §§ 33-17-1101(2), an insurance producer must
8 conspicuously display his license in the place of business at the street address shown on the
9 license in a part of the place of business customarily open to the public.

10 8. Pursuant to Mont. Code Ann. § 33-17-214(6), an insurance producer must
11 inform the Commissioner in writing of a change of address within 30 days of the change.

12 9. Pursuant to Mont. Code Ann. § 33-17-1205(2), the Commissioner may suspend
13 the license of an insurance producer for failing to comply with the annual continuing education
14 completion and filing requirements. Additionally, pursuant to Mont. Code Ann. § 33-17-
15 1205(2), the Commissioner must terminate the license of an insurance producer whose license
16 is suspended for more than 12 months for failing to comply with the annual continuing
17 education completion and filing requirements.

18 10. Pursuant to Mont. Code Ann. § 33-17-1203(4), an insurance producer who only
19 executes surety bail bonds may be exempted from the annual continuing requirements upon
20 filing a written certification with the Department as required by Mont. Code Ann. § 33-17-
21 1205(1).

22 11. Jara is in violation of Mont. Code Ann. § 33-17-1203(1) by failing to complete
23 annually the required 10 hours of approved continuing education.

24 12. Additionally and alternatively, Jara is in violation of Mont. Code Ann. § 33-17-
25 1205(1) by failing to file annually with the Insurance Department his written certification of
26 completion of approved continuing education credits or to annually request an exemption from
27 completing and reporting these credits.

1 13. Additionally and alternatively, Jara is in violation of Mont. Code Ann. § 33-17-
2 1003 by failing to immediately return his insurance producer license to the Commissioner upon
3 its expiration and/or termination.

4 14. Additionally and alternatively, Jara is in violation of Mont. Code Ann. § 33-17-
5 1001(1)(c) by failing to comply with the provisions of the Montana Code Annotated.

6 15. Pursuant to Mont. Code Ann. § 33-1-1001(1), the Commissioner may suspend,
7 revoke, refuse to renew, refuse to issue a license or may levy a civil penalty in accordance
8 with Mont. Code Ann. § 33-1-317 or choose any combination of actions when an insurance
9 producer is found to be in violation of Mont. Code Ann. § 33-17-1001(1).

10 AGREEMENT

11 Paul Jara hereby stipulates and agrees to the following:

12 1. Jara will comply with the Montana Insurance Code, Mont. Code Ann. § 33-1-
13 101 et seq., and all rules and orders promulgated thereunder;

14 2. By October 31, 2002, Jara will either:

15 (a) successfully complete the delinquent hours of approved
16 continuing education for year 2000 and file the written certificate of completion
17 with the Department and pay all applicable filing fees (including late fees); or

18 (b) file the written certification for year 2000 attesting that he only
19 executed surety bail bonds during the period in question and requesting an
20 exemption from the continuing education completion requirements and pay all
21 applicable filing fees (including late fees);

22 3. If Jara will, by October 31, 2002, file an application for licensure as a surety
23 insurance producer, meet all licensing requirements, and pay all associated fees, the
24 Department will issue a surety insurance producer license to Jara;

25 4. That Jara specifically and affirmatively waives a contested case hearing on the
26 Fact Assertions and Conclusions of Law contained herein and all rights to appeal under the
27 \\\

1 Montana Administrative Procedure Act and elects to resolve this matter on the terms and
2 conditions set forth in this Consent Agreement;

3 6. That Jara has read and understands each term of this Consent Agreement and
4 Final Order and acknowledges that he enters into the same voluntarily and without reservation;

5 7. Jara understands that this Consent Agreement constitutes the entire agreement
6 between the parties, there being no other agreements, either express or implied;

7 8. Jara agrees that compliance with this Consent Agreement and Final Order shall
8 be a final compromise and settlement of the Department's allegations contained herein. Jara
9 further understands that, upon the signing of the Final Order by the Commissioner or his
10 representative, this Consent Agreement and Final Order will be an order of the Commissioner
11 and failure to comply with the same may constitute separate violations of the Montana
12 Insurance Code, pursuant to Mont. Code Ann. § 33-17-1001 and/or other applicable statutes or
13 rules, and may result in subsequent legal action by the Department;

14 9. Jara fully and forever releases and discharges the Commissioner, Department,
15 and all Department employees from any and all actions, claims, causes of action, demands, or
16 expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen
17 or unforeseen, arising out of the factual allegations or conclusions in the aforementioned
18 Notice, First Amended Notice, and/or this Consent Agreement.

19 10. Jara agrees that this Consent Agreement shall be incorporated and made a part
20 of the attached Final Order issued by the Commissioner herein:

21 11. Jara understands that this Consent Agreement is not effective until such time as
22 the following Final Order is signed, and

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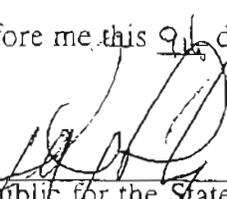
1 12. That Jara understands that this Consent Agreement and Final Order are public
2 records under Montana law and as such may not sealed or otherwise withheld from the public.

3 DATED this 9 day of SEPT, 2002.

4
5 
6 Paul Jara

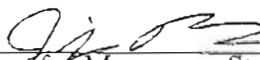
7 SUBSCRIBED AND SWORN TO before me this 9th day of September, 2002.

8
9 (SEAL)


10 Notary Public for the State of Montana
11 Residing at Great Falls / Cascade County
12 My commission expires: September 21, 2004

13 Accepted on Behalf of the Insurance Department:

14 DATED this 12th day of September, 2002.

15 
16 Jennifer Massman, Staff Attorney
17 Insurance Department

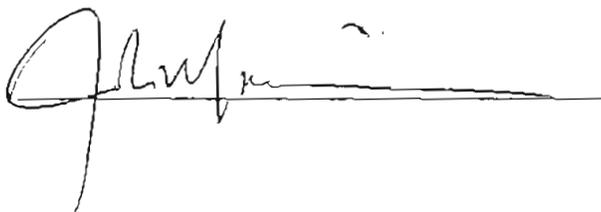
1 FINAL ORDER

2 Pursuant to the authority vested by the Montana Insurance Code, Mont. Code Ann. §
3 33-1-101 et seq., and upon review of the forgoing Consent Agreement and good cause
4 appearing therefor,

5 IT IS ORDERED that the foregoing Consent Agreement between Paul Jara and the
6 Insurance Department is hereby adopted as if set forth fully herein.

7 DATED this 12 day of September, 2002.

8 JOHN MORRISON
9 State Auditor and Commissioner of Insurance

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CERTIFICATE OF SERVICE

1
2 I hereby certify that on the 12 day of September, 2002, I served
3 a true and accurate copy of the foregoing Consent Agreement and Final Order upon the
4 Respondent, by mail, postage prepaid, at the following address:

5 Paul Jara
6 P.O. Box 144
7 Black Eagle, MT 59414
8

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10 Pamela Witt
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