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

IN THE MATTER OF

Case No. INS-2022-00165

Foundation Risk Partners, Corp. dba Total
Dollar Insurance, National Producer No.
18547972,
Respondent,

**CONSENT AGREEMENT AND
FINAL ORDER**

Thomas Carroll, National Producer No.
8581141,
Respondent,

Catherine Einhaus, National Producer No.
18371672,
Respondent,

Douglas Wefer, National Producer No.
4642649,
Respondent,

D.J. Colby Co. Inc., National Producer
No. 2004800,
Respondent,

Fred Hallett, National Producer No.
1017487,
Respondent.

This Consent Agreement (“Agreement”) and Final Order (“Order”) are entered into by the Commissioner of Securities and Insurance, Office of the Montana State Auditor (“Commissioner” or “CSI”), acting pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. § 33-1-101 *et seq.* (“Code”), and Foundation Risk Partners, Corp. dba Total Dollar Insurance (“Respondent Total Dollar”), Tomas Carroll (“Respondent Carroll”), Catherine Einhaus (“Respondent Einhaus”) and Douglas Wefer (“Respondent Wefer”) (collectively referred to as “Respondents”). D.J. Colby Co. Inc. and Fred Hallett are not parties to this Agreement and Order.

RECITALS

WHEREAS, Respondent Total Dollar is a business located in the State of New York, and licensed as a nonresident insurance producer in Montana, with National Producer Number 18547972, and employs Respondent Carroll, Respondent Einhaus and Respondent Wefer;

WHEREAS, Arthur Buhr, III, is the president of Respondent Total Dollar, and is licensed as a nonresident producer in the State of Montana;

WHEREAS, Respondent Carroll’s National Producer Number is 8581141, and Respondent Carroll was not licensed as a nonresident insurance producer with the State of Montana until May 4, 2022;

WHEREAS, Respondent Einhaus’s National Producer Number is 18371672, and Respondent Einhaus was not licensed as a nonresident insurance producer with the State of Montana at all times relevant to this action;

WHEREAS, Respondent Wefer’s National Producer Number is 4642649, and Respondent Wefer was not licensed as a nonresident insurance producer with the State of Montana at all times relevant to this action;

WHEREAS, Mark Giacoletto, Paul Groueff, Richard Tabish, Timothy Fain and Taylor Shea, all residents of the State of Montana, purchased insurance policies from Respondents;

WHEREAS, Respondent Total Dollar, a business entity licensed as a nonresident insurance producer in Montana, in the conduct of Respondent Total Dollar's affairs under its license allowed employees to use Respondent Total Dollar's Montana insurance producer license, Arthur Buhr's Montana insurance producer license and Arthur Buhr's signature to sell, solicit or negotiate insurance or act as insurance producers in Montana while those employees were not licensed as insurance producers in Montana in violation of Mont. Code Ann. § 33-17-1001(f);

WHEREAS, Respondent Carroll sold insurance or acted as an insurance producer in Montana without having authority to do so by virtue of a Montana insurance producer license when Respondent Carroll sold boat insurance policies to Shannon Farmer, Mark Giacoletto and Richard Tabish in violation of Mont. Code Ann. §§ 33-17-201 and 33-17-1004;

WHEREAS, Respondent Einhaus negotiated insurance or acted as an insurance producer in Montana without having authority to do so by virtue of a Montana insurance producer license when Respondent Einhaus assisted Paul Groueff with removing a vehicle from Paul Groueff's automobile insurance policy, and when Respondent Einhaus advised Paul Groueff to have an inspection of his residence completed once renovations were complete in violation of Mont. Code Ann. §§ 33-17-201 and 33-17-1004;

WHEREAS, Respondent Wefer sold, solicited or negotiated insurance or acted as an insurance producer in Montana without having authority to do so by virtue of a Montana insurance producer license when Respondent Wefer contacted Timothy Fain to sell Timothy Fain a new insurance policy, explained the differences between Timothy Fain's old insurance policy and the new insurance policy, and sold the new insurance policy to Timothy Fain in violation of Mont. Code Ann. §§ 33-17-201 and 33-17-1004;

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

STIPULATIONS AND CONSENTS

1. Respondents stipulates and consents to the following:
 - a. Respondent Total Dollar will require its employees that sell, solicit, or negotiate insurance or act as insurance producers in Montana, or have previously sold, solicited, or negotiated insurance or acted as insurance producers in Montana, to obtain a Montana insurance producer license. Respondent Total Dollar shall provide proof of licensure to Brandy Morrison, Paralegal, via email to brandy.morrison@mt.gov or via mail to Commissioner of Securities and Insurance, Office of the Montana State Auditor, Attn: Brandy Morrison, Paralegal, 840 Helena Avenue, Helena, MT 59601 within 90 days from the date of the final order incorporating this Agreement.
 - b. Respondent Total Dollar shall pay a fine of \$8,000.00 on behalf of Respondents to the state of Montana within 90 days from the date of the final order incorporating this Agreement. This \$8,000.00¹ fine satisfies the fines Respondent Total Dollar, Respondent Carroll, Respondent Einhaus and Respondent Wefer would otherwise be individually responsible for. Payment shall be made by check or money order payable to “The State of Montana” sent to the Commissioner of Securities and Insurance, Office of the Montana State Auditor, Attn: Brandy Morrison, Paralegal, 840 Helena Avenue, Helena, MT 59601.
 - c. Respondent Einhaus shall obtain a Montana insurance producer license and provide proof of licensure to Brandy Morrison at brandy.morrison@mt.gov within 90 days from the date of the final order incorporating this Agreement.

¹ This fine amount is the summation of the \$5,000 fine Respondent Total Dollar is individually responsible for, the \$1,000 fine Respondent Carroll is individually responsible for, the \$1,000 fine Respondent Einhaus is individually responsible for, and the \$1,000 fine Respondent Wefer is individually responsible for.

d. Respondent Wefer shall obtain a Montana insurance producer license and provide proof of licensure to Brandy Morrison at brandy.morrison@mt.gov within 90 days from the date of the final order incorporating this Agreement.

e. Respondents specifically and affirmatively waive a contested case hearing and its right to appeal under the Montana Administrative Procedure Act (MAPA), including Title 2, chapter 4, part 7, of the Montana Code Annotated; and elects to resolve this matter on the terms and conditions set forth herein.

f. Respondents fully and forever release and discharge the CSI from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or not asserted, known or unknown, foreseen or unforeseen, arising out of or related to the Recitals or this Agreement.

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

a. The Commissioner has jurisdiction over Respondent and the subject matter of this matter pursuant to Mont. Code Ann. § 33-1-101 *et seq.*.

b. This agreement is entered into without adjudication of any issue, law, or fact. It is entered into solely for the purpose of resolving 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 the Respondent, limit or create liability of Respondent, or limit or create defenses of Respondent to any claims.

c. The applicable statute of limitations, set forth in Mont. Code Ann. § 33-1-107, is tolled with regard to the allegations asserted in this matter. In the event Respondents fail to comply with the terms of this Agreement at any time after entering this Agreement, CSI may pursue additional administrative action against Respondent.

d. This Agreement constitutes the entire agreement between the Commissioner and Respondents, and no other promises or agreements, either express or implied,

have been made by the Commissioner or by any member, officer, agent or representative of 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 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.

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

DATED this ____ day of _____, 2023.


Arthur Buhr III (Feb 21, 2023 10:16 EST)

Title: Location President
Authorized Representative
Respondent Total Dollar


Thomas Carroll (Feb 21, 2023 10:03 EST)

THOMAS CARROLL
Respondent



CATHERINE EINHAUS
Respondent



DOUGLAS WEFER
Respondent

Approved as to form and content:



KEVIN BRATCHER
Legal Counsel for the Commissioner

Kim Powers

Kim Powers (Feb 21, 2023 10:20 EST)

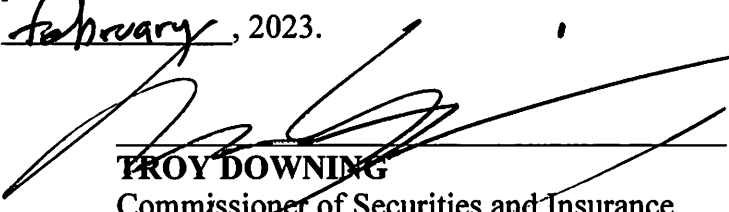
KIM POWERS
Director of Legal Services for
Respondent Total Dollar

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 Commissioner and Respondent is adopted as if set forth fully herein.

DATED this 23rd day of February, 2023.



TROY DOWNING
Commissioner of Securities and Insurance,
Montana State Auditor