

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

STATE OF ALASKA

DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC

DEVELOPMENT

DIVISION OF INSURANCE

550 W. 7th AVENUE, SUITE 1560

ANCHORAGE, ALASKA 99501-3567

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STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC
DEVELOPMENT
DIVISION OF INSURANCE
550 W. 7th AVENUE, SUITE 1560
ANCHORAGE, ALASKA 99513-3567
PHONE: (907) 269-7900

In the Matter of:)
)
O'BRIEN INSURANCE SERVICES, INC)
NPN# 8627183)
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)
)
)
)

Division of Insurance Case No. D24-20

STIPULATED AGREEMENT AND ORDER

The State of Alaska Department of Commerce, Community, and Economic
Development, Division of Insurance (Division), **O'BRIEN INSURANCE SERVICES,
INC (O'BRIEN INSURANCE)** the producer in this case, stipulate and agree to the
following:

I. BACKGROUND

A. On August 22, 2018, **O'BRIEN INSURANCE** received their initial
Insurance Producer license with Casualty, and Property lines of authority,
non-resident license number 100164466, authorizing **O'BRIEN**

O'BRIEN INSURANCE SERVICES, INC
Stipulated Agreement and Order
D24-16

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1 **INSURANCE** to transact insurance business in Alaska. This license
2 expires in August 22 of even numbered years.

3 B. On June 3, July 1, and August 1, 2020, renewal notices were provided to
4 **O'BRIEN INSURANCE**.

5 C. On August 22, 2020, the license of **O'BRIEN INSURANCE** expired for
6 failure to renew timely.

7 D. On September 1, 2020, an expiration notice was provided to **O'BRIEN**
8 **INSURANCE**.

9 E. On April 7, 2022, the Insurance Producer license for **O'BRIEN**
10 **INSURANCE** was reinstated.

11 F. During an internal audit of the license record the Division discovered that
12 **O'BRIEN INSURANCE** sold policies in December of 2021, during a
13 period when their license was expired. These policies were not disclosed
14 to the Division at reinstatement. To resolve the unlicensed activity the
15 Division:
16

17 a. Requested **O'BRIEN INSURANCE** provide a Business
18 Transaction Form (BTF) detailing the policies **O'BRIEN**
19 **INSURANCE** placed while their license was in expired status.

20 b. **O'BRIEN INSURANCE** provided the Division with a BTF
21 indicating one (1) policy in December 2021, was sold without a
22 valid license in the State of Alaska. The policy totaled \$1,530 in
23 commissions received without a valid license.
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c. The Division assessed a civil penalty in the amount of \$1,530 with \$765 suspended.

G. The Division further identified that **O’BRIEN INSURANCE** did not have a Designated Responsible Licensed Producer (DRLP) on file, a violation of Alaska Statute (AS) 21.27.020(c)(3). Kay Isola’s license expired December 31, 2023, for failure to renew, terminating the DRLP designation effective on the same date. The Division assessed an additional civil penalty in the amount of \$100 for the lack of DRLP for **O’BRIEN INSURANCE**. This fee has already been paid to the Division.

H. Lastly, through correspondence with **O’BRIEN INSURANCE** use of a fictitious name not on the license was identified, a violation of AS 21.27.020(d). The Division assessed a civil penalty for using fictitious name “The Doctor’s Agency” not listed in **O’BRIEN INSURANCE** license from 2018 in the amount of \$1,000 per year for six years for a total civil penalty of \$6,000 with \$400 waived as fees already paid to the Division.

I. On May 16, 2024, the Division sent correspondence a proposed settlement to **O’BRIEN INSURANCE** assessing the civil penalties in paragraph F.c., G & H.

J. On May 21, 2024, **O’BRIEN INSURANCE** accepted the proposed agreement.

II. TERMS OF AGREEMENT

1 A. On December 2021, one (1) policy was transacted during a period when
2 their license was expired and were in violation of AS 21.27.010 which
3 subjects **O'BRIEN INSURANCE** to civil penalties. AS 21.27.440(a)
4 provides that "in addition to any other penalties provided by law, a person
5 that the director determines under AS 21.06.170-21.06.240 has violated the
6 provisions of this chapter is subject to (1) a civil penalty equal to the
7 compensation promised, paid, or to be paid, directly or indirectly, to a
8 person in regard to each violation; (2) either a civil penalty of not more
9 than \$10,000 for each violation or a civil penalty of not more than \$25,000
10 for each violation if the director determines that the person willfully
11 violated the provisions of this chapter; and (3) denial, nonrenewal,
12 suspension, or revocation of a license." The director has the latitude to
13 impose civil penalties against a person who has violated Alaska's
14 insurance laws.

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18 B. **O'BRIEN INSURANCE** agrees to pay the civil penalty for unlicensed
19 activity in the amount of \$1530 for activity that occurred during a period
20 when their license was expired with \$765 suspended. The unsuspended
21 portion of \$765 must be received by the Division within 30 days of the
22 signature finalizing this agreement.

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24 C. **O'BRIEN INSURANCE** further agrees to pay \$5,600 for using fictitious
25 name with a total of \$6,365 and must be received by the Division within 30
26 days of the signature finalizing this agreement.
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D. In the event **O'BRIEN INSURANCE** is found to have violations of the Alaska insurance laws during the next two years, the suspended portion of the penalty of \$765 referenced in section II. B. will be reinstated.

O'BRIEN INSURANCE also will be subject to any and all sanctions authorized by the insurance laws including imposition of additional penalties regarding any such violation.

E. By signing this agreement, **O'BRIEN INSURANCE** understands and agrees that any failure to comply with the terms of this agreement will be grounds to revoke, suspend, or non-renew Alaska license number 100164466.

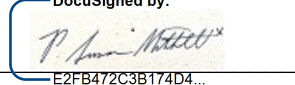
F. **O'BRIEN INSURANCE** understands that this agreement is not binding on the parties unless and until the director signs the order approving the agreement.

DATED: 7/15/2024

By: 
E0E8163D83084F9...
O'BRIEN INSURANCE SERVICES, INC
Licensee

Approved as to form and content:

DATED: 7/15/2024

By: 
E2FB472C3B174D4...
Susan Mitchell
Assistant Attorney General

ORDER

IT IS FURTHER ORDERED that this Stipulated Agreement and Order is

O'BRIEN INSURANCE SERVICES, INC
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1 adopted in full resolution of the civil liability issues between the parties to this agreement in
2 these cases and shall constitute the final order in these matters.

3 DATED this 15th day of July, 2024.

DocuSigned by:

Lori Wing-Heier

6 A304E3801107480
LORI WING-HEIER, DIRECTOR
DIVISION OF INSURANCE

8 Delivered Electronically

9 Mailed Certified:

10 I hereby certify that, on the _____ day of _____, 2024, I mailed copies of the accusation to:

11 O'BRIEN INSURANCE SERVICES, INC
12 454 LAS GALLINAS AVE, SUITE 179
13 SAN RAFAEL, CALIFORNIA 94903
14 United States

DocuSigned by:

Keyla Erickson

6BEA3C486607484...

15 7/22/2024
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29 O'BRIEN INSURANCE SERVICES, INC
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