

**BEFORE THE COMMISSIONER OF INSURANCE  
OF THE STATE OF KANSAS**

In the Matter of the Kansas                    )  
Resident Agent's License                    )  
of JOEL B. SOUDERS                            )                    Docket No.2824-L

**CONSENT ORDER**

Joel B. Souders ("Souders") wishes to resolve this matter without formal adjudicative proceedings by entering into this Consent Order. The Commissioner of Insurance ("Commissioner") hereby makes the following findings of fact, conclusions of law and order, to-wit:

**Findings of Fact**

1. Records maintained by the Kansas Insurance Department ("KID") indicate that Souders is a resident of the State of Kansas, has a current mailing address of 639 E. 2100 Rd., Baldwin City, Kansas 66006, and that he is licensed to transact the business of insurance as a resident insurance agent in the State of Kansas.
2. The Commissioner has jurisdiction over the subject matter of this proceeding and this proceeding is held in the public interest.
3. Souders became an appointed agent with American Family Insurance ("American Family") on December 20, 1995.
4. As an insurance agent with American Family, Souders was to deposit premiums he collected from insureds into his electronic funds transfer ("EFT") account. Subsequently, American Family would automatically withdraw the premium owed to them from that account.

5. On March 24, 1999, Souders forwarded a number of applications to American Family indicating that they had been misplaced in the file. After going through the applications and processing them, American Family terminated Souders' appointment with the company.

**Howard and Synnena Stettler**

6. Souders wrote a new application for homeowner's coverage on June 26, 1998 effective June 28, 1998 to June 28, 1999 and collected \$556.00 in premium.

7. Souders cancelled the old policy in September 1998 and was credited \$179.10 on his September account.

8. Souders did not send in the application on the new location until March 24, 1999. American Family issued the policy for the term of June 28, 1998 to June 28, 1999.

9. Souders issued a declaration on his computer setting out the terms, conditions and provisions of the policy. It also states, "Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If these declarations are accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number."

**Gayla Bieker**

10. Souders wrote a new application for fire and extended coverage on May 21, 1998 effective May 16, 1998 to May 16, 1999 and collected \$250.00 in premium.

11. Souders did not send the application to American Family for issue until March 24, 1999.

12. When the insured found out that Souders had belatedly sent the application in for coverage, the insured requested an effective date of March 22, 1999 to March 22, 2000 and American Family issued the policy with those dates.

**Ann Lowder**

13. Souders wrote a new application for homeowners coverage on May 11, 1998 effective May 15, 1998 to May 15, 1999 and collected \$488.00 in premium.

14. Souders did not send the application to American Family for issue until March 24, 1999.

**Shawn and Christina Gregory**

15. Souders wrote a new application for homeowners coverage on November 20, 1998 effective September 23, 1998 to September 23, 1999 and collected \$418.00 in premium.

16. Souders did not send the application to American Family for issue until March 24, 1999.

**Paul and Louise Baumchen**

17. Souders wrote a new application for homeowners coverage on December 28, 1998 effective December 28, 1998 to December 28, 1999 and collected \$510.00 in premium.

18. Souders did not send the application to American Family for issue until March 24, 1999. He indicated he was waiting for signature of the Dog Bite Endorsement.

**Steve and Stephanie Woodberry**

19. Souders wrote a new application for homeowners coverage on July 23, 1998 effective July 24, 1999 and collected \$452.00 in premium.

20. Souders did not send the application to American Family for issue until March 24, 1999.

21. Souders issued a declaration on his computer setting out the terms, conditions and provisions of the policy. It also states, "Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations, which may have been issued previously for this policy. If these declarations are accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number."

**Jacob Kozlowski**

22. Souders wrote a new application for fire and extended coverage on June 28, 1998 effective June 30, 1998 to June 30, 1999.

23. Souders did not send the application to American Family for issue until March 24, 1999.

**Keith Romero**

24. Souders wrote a new application for homeowners coverage on September 24, 1998 effective September 30, 1998 to September 30, 1999 and collected \$648.00 in premium.

25. Souders never sent the application in to American Family.

26. The insured contacted American Family and they issued coverage with an office copy.

**Brenda L. Weiss and Cynthia L. Willingham**

27. Souders wrote a new application for homeowners coverage on July 30, 1998 effective July 30, 1998 to July 30, 1999 and collected \$140.00 in premium.

28. Souders did not send the application to American Family for issue until March 24, 1999.

**John and Mari Jo Summey**

29. Souders wrote a new application for homeowners coverage on May 20, 1998 effective June 7, 1998 to June 7, 1999.

30. Souders did not send the application to American Family for issue until March 24, 1999.

31. Souders issued a declaration on his computer setting out the terms, conditions and provisions of the policy. It also states, "Declaration effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If these declarations are accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number."

**Jeremiah and Jessica Kidwell**

32. Souders wrote a new application for homeowners coverage on August 6, 1998 effective August 6, 1998 to August 6, 1999 and collected \$171.00 in premium.

33. Souders did not send the application to American Family for issue until March 24, 1999.

**Janet Honeyman and Roger McCollister**

34. Souders wrote a new application for homeowners coverage on October 6, 1998 effective October 6, 1998 to October 6, 1999 and collected \$774.00 in premium.

35. Souders did not send the application to American Family for issue until March 24, 1999.

**Carol Anderson**

36. Souders wrote a new application for homeowners coverage on August 3, 1998 effective August 20, 1998 to August 20, 1999 and collected \$461.00 in premium.

37. Souders did not send the application to American Family for issue until March 24, 1999.

38. A refund of \$39.00 was due insured. American Family sent \$39.00 to the insured in June of 1999.

**Lanette Matthews**

39. Souders wrote a new application for homeowners coverage on January 5, 1998 effective January 12, 1998 to January 12, 1999 and collected \$463.00 in premium.

40. Souders did not send the application to American Family for issue until March 24, 1999.

**Glen Westervelt and Sara Gilliam**

41. Souders wrote a new application for homeowners coverage on September 4, 1998 effective September 4, 1998 to September 4, 1999 and collected \$845.00 in premium.

42. Souders did not send the application to American Family for issue until March 24, 1999.

**Terry and Roma Wisdom**

43. On October 21, 1998, Souders was to make a change in the mortgagee. He collected \$293.00 in premium.

44. Souders sent in a new application for the February 1, 1999 renewal. The mortgage company paid that renewal to American Family.

45. American Family charged Souders \$293.00 for the October payment he should not have collected and that was returned to the insureds.

**Jerry and Lynda Wilson**

46. On November 10, 1998, Souders collected \$224.30 from the insureds and did not send it in to American Family. American Family applied the money to their policy and charged Souders.

**Harry Vannest**

47. Souders wrote a policy that was issued as new business effective May 28, 1998. The insured paid \$228.00 to Souders, leaving a balance of \$51.70. The insured then made another payment on August 7, 1998 in the amount of \$228.00. The second payment was never applied to his account and the policy lapsed at renewal, leaving an outstanding balance.

48. American Family issued a refund to the insured and applied the additional \$51.70 to the new business term.

**Alisa Farinelli**

49. Souders took the insured's application for auto insurance on September 29, 1997 effective October 1, 1997 to November 1, 1998 and collected \$185.00 in premium.

50. Souders gave the insured a false proof of insurance card with a made-up policy number and agent name.

51. Souders then took another application on October 22, 1998 effective October 1, 1998 to April 1, 1999 and collected \$185.00 in premium.

52. The premiums were never deposited in Souders EFT account and American Family did not issue an auto policy to the insured.

**Bridget Walthall**

53. This was one of the problem policies that was transferred to the Harry Thomason Agency from Souders' agency after his termination.

54. The policy was transferred to the agency under the names Richard and Janice Walthall. They were both listed as operators on the policy, however, Bridgett was not. The original application was signed by Bridgett, not Janice or Richard. In fact, Richard and Janice Walthall have all of their insurance through a different company.

55. Bridgett confirmed that this was her vehicle and that she was the only driver and that she was not living in her parents household. She stated that Souders told her it would be cheaper for her to have the policy listed this way.

56. The Thomason agency informed Bridgett that they would need to obtain her driving information and rate her for a youthful driver classification as well as her traffic violations.

57. A couple of days later, Bridgett had a claim, then cancelled her policy. She did not continue doing business with American Family.

**Wise Cement Construction, Inc./James Wise**

58. This was one of the problem policies that was transferred to the Harry Thomason Agency from Souders' agency after his termination.

59. In October of 1998, Souders collected a payment of \$750.00 from the insured for a workers' comp and liability policy. The application was not sent in and the policy was not issued.



**Michael Zimmerman and Sara Jane Zimmerman**

60. This was one of the problem policies that was transferred to the Harry Thomason Agency from Souders' agency after his termination.

61. The insureds were divorced in 1997. When their policies were transferred to the Thomason agency, several of the policies had not been disassociated from each other, even after multiple requests from the insureds.

62. After finally getting the policies separated according to each of the insureds' wishes, it was also brought to the agency's attention that there was scheduled property listed on Mr. Zimmerman's homeowners policy that was supposed to be removed back in 1997, but was not. Thus, he had been charged premium for it for the past couple of years. The matter was resolved to the insureds' satisfaction.

**Sarah Brown**

63. On October 13, 1998, the insured bought her first car at Dale Willey Automotive. Souders was to be her insurance agent and he bound insurance coverage for her over the phone. He informed the insured that he would talk to her later about the details. Two weeks later, she called Souders and he informed her that he would again call her and send something out to her. The insured called him many times until finally he called her back the day before she left to go out of state. Souders told her to come by to sign the papers and give him the deposit when she came back.

64. On January 15, 1999, the insured's roommate and the insured decided to stop by Souders' office so that she could sign the paperwork. She gave him a check for \$101.50 for the deposit. Two or three weeks later, the insured's check had not cleared so she called Souders. He told her that sometimes it takes a while for the checks to be

processed. Another week and a half went by and the insured called Souders' again. He informed her that he had forgotten her check in the file and would send it out immediately. The insured then received a bill with a late fee included in the total of \$319.30. She called Souders and he said that he would have the fees waived because he had forgotten to send in her deposit. The insured asked him how much to send in and he told her to wait until she got the updated version of her bill. She then received a past due notice and it finally showed that her deposit had cleared. That was sometime between February 24 and 26, 2000. The new balance was \$225.30. The insured called Souders again and he told her to send her monthly payment of \$50.75 and not to worry about the total due. She felt nervous about that affecting her credit so she sent out the full payment, which paid her up through July.

65. About a month later, the insured got a letter stating that Souders was no longer an agent for American Family. Her file was going to be transferred to agent Michele Weith. She informed the insured that Souders had done the following: had her as a part-time driver when she was the principal driver; low mileage; that she was over the age of fifty when she belonged in the 21-24 age category; married to her father, David Brown, that her license was invalid and her car information was incorrect in her file. The insured informed Weith of the problems that she had encountered with Souders and that if she would have had a wreck, she would not have been covered by American Family. She also informed her that she would have to change her coverage to get it corrected and that the premium would go up.

### **Randall and Eli Collins**

66. This was one of the problem policies that was transferred to the Glyn L. Day Agency from Souders' agency after his termination.

67. The Collins' account was set up as an automatic funds transfer from their bank account. On January 3, 1999, the insureds called Souders to cancel their policy. He said that it would be done. The account was drafted for the following two months.

68. After each draft, which caused a number of check charges due to insufficient funds in the account because of the unexpected draft, the insureds called Souders who each time promised that the problem would be taken care of.

69. The account was still active when it was transferred to Day. The policy was cancelled out back to January 3, 1999.

### **Schnette Hollins**

70. When verifying the insured's coverage after Souders was terminated, her policies had several discrepancies.

71. The insured's auto policy was effective November 4, 1998, but was not actually entered into American Family's system until November 20, 1998.

72. The insured was entered as being single, she is married.

73. The insured's husband was not listed on the policy.

74. Another auto policy was effective January 28, 1999 for the insured's husband in his name only under a different base policy number in American Family's system.

75. The insured was not listed on the policy anywhere.

76. The insured signed the policy instead of her husband and on the policy question #2B was entered as “No,” but the insured’s license had been suspended.

77. American Family agents are not allowed to split risks between husband and wife. They are to write auto policies by how the vehicles are titled and only one of the couple shown as titled is allowed to sign the application.

78. American Family was able to make corrections and keep the insured even though it caused her rates to go up.

### **Bill and Sha Harmon**

79. This was one of the problem policies transferred to the Michael J. Sloan Agency from Souders’ agency after he was terminated.

80. The Harmons had several rental house policies with Souders when the transfer took place and they did business with Emprise Bank in Lawrence. They had one escrow account which accumulated the money for renewal premiums for the properties.

81. The property policy number which had a problem was 15F-72704-01, 2029 Rhode Island, Lawrence, Kansas. Souders had collected the initial premium due when he dropped the paperwork off showing proof of insurance at the bank. But when Sloan check with American Family’s KS West Services Team, there was no policy in force.

82. Sloan received a copy of the check paid to Souders from the bank and sent it in to American Family to get a policy in force. He did not get any paperwork from American Family which showed the initial application was sent in by Souders.

**Ward Johnston**

83. On approximately the 1<sup>st</sup> of August 1998, the insured contacted the Gary Beasley Agency and indicated that he was changing insurance companies and wanted his automobile coverage with Commercial Union Insurance cancelled when his next payment was due on August 15, 1998.

84. On August 14, 1998, the insured contacted Souders and indicated that he wanted to start his coverage with American Family on August 15, 1998. Even though the insured called Souders several times in the next few months, telling him he had not received a bill, Souders said not to worry and that he was covered.

85. Souder did not institute the insured's coverage until November 1, 1998. The insured received a bill from Commercial Union for the period of August 15, 1998 to November 1, 1998. Commercial Union indicated that since they did not receive declaration pages from American Family until November 1, 1998, the insured must pay them for coverage during that time.

**Larry Limberg**

86. This was one of the problem policies transferred to the Michael Sloan Agency from Souders' agency after he was terminated.

87. The insured's file was reviewed and he had two policies on the same property. He had started with a fire/EC policy (15F-1056-01) and when he finished his house another policy was sent in, 15-P90375-01. American Family found this duplication and cancelled his fire/EC back and sent a refund to the insured.

88. The lien holder, University National Bank, had not received any notification of insurance coverage for either policy and American Family faxed proof of insurance and straightened out the duplication of policies with the Kansas Services Team.

**John McDonald**

89. On March 9, 1997, the insured terminated his homeowners policy with American Family.

90. On April 30, 1997, the insured received a letter from American Family which indicated that as a result of the termination of the policy, the return premium for any amount due him, was being handled through his agent, Souders, who would make settlement with him when notified of the correct amount.

91. On April 30, 1997, American Family sent a check to Souders for the insured's refund. The check was for \$323.40.

92. The insured never received the check. The check was deposited by Souders into his account.

93. On January 20, 1998, the insured wrote to American Family and brought it to their attention that he had never received the refund.

94. On February 18, 1998, Rick Slocum, Souders' district manager, called Souders and told him about the complaint. Souders cut a check for \$323.40 and sent it to the insured.

**Wilbur Rothwell**

95. In April of 1998, American Family issued an application dated August 3, 1997 that was lost with Souders as the agent. At that time, Cindy Cottingham (Cottingham") sent a memo to him which stated what changes were made to the policy

and the additional information that was needed. On August 5, 1998, she sent a second request for the information and in September still had not received anything. Cottington needed the following information sent for the file: (1) photo of the dwelling; (2) photo of the garage; and (3) dwelling replacement cost worksheet or Boeckh check.

96. On September 3, 1998, Rick Slocum sent an e-mail to Souders asking if he had sent the information to Cottington. Souders responded that it had been sent to her the following week after she requested it.

97. On September 4, 1998, Slocum e-mailed Cottington indicating that Souders had told him the information had been sent in. She responded that the only information she had received in the file since the application was issued, was the year, make, model of the tractor, that was received on June 8, 1998. Cottington indicated that since the information did not make it to the file, if Souders could send it again, it would be appreciated.

98. On October 30, 1998, Gary Cole, went out to survey the property. The replacement cost on the dwelling was \$75,477. The dwelling was underinsured for a Form 3 policy. American Family needed the minimum of \$61,000 to be at 80%. Souders needed to change to a Form 2 ACV at the next renewal or increase to 80%. Cole attached photos of the dwelling and the detached garage. He took the photos back in August of 1998 when the agent was writing the risk. Cole found them in Souders' file. He had not done a replacement cost worksheet either.

### **Shannon Summey**

99. On September 4, 1998, the insured made payment to Souders for insurance on her payday. He state his computer was down and he could not give her a

receipt (even though American Family had hand-written receipts that he could've written up), but that he would take care of it.

100. There was a payment entered for the insured on September 14, 1998, but Souders was known for putting payments in late causing the insureds to either get late notices or cancellations. The insured also paid an additional \$100.00 on September 21, 1998 that never showed up, but she was unable to prove with any kind of receipt due to Souders' computer being down. There was, however, on the Agent Daily Deposit Screen a \$100.00 payment entered in cash for that day, but then taken off before the end of day was completed.

101. In the meantime, the insured had an accident on September 19, 1998. She came to Souders' office to have a claim entered. The insured said that Souders told her that she should get an attorney and gave her the name of one to see and also told her she should go to Dr. Moore, a chiropractor at Lawrence Chiropractic Center. She said she didn't feel like she needed to see this doctor but that Souders was so insistent that she decided to go. The insured felt like it was a setup. She never did go to the attorney. Dr. Moore called Cindy Slocum after Souders was terminated to find out if American Family was going to pay the bill, which when Cindy found out that the claim was denied she notified Dr. Moore of that. Dr. Moore asked for Souders' whereabouts because he needed to talk to him about the situation.

### **Christine Taylor**

102. The information regarding the insured's policy was from an e-mail regarding underwriting comments.



103. The \$70.00 down payment was actually collected on March 16, 1998 rather than January 21, 1999 as shown on the policy history.

104. Souders was advised not to use the EFT account with incorrect dates and also that his EFT account needed to be closed out daily.

**Albert and Terri Wilson**

105. On July 11, 1997, the insureds' brother-in-law was driving their car and he rear ended another vehicle.

106. The insureds' spoke with Souders about their insurance before the accident occurred. They couldn't pay their insurance on June 29 so they asked him if they could pay it on July 14. Souders said that would be no problem, he would accept that and date the insureds' coverage back to June 30. He gave them new insurance cards effective 6-30-97 to 9-30-97.

107. After the accident occurred, American Family dropped the '79 Mustang but kept the '68 Dodge insured, saying the '79 Mustang had no insurance and the insureds had to go to court for it.

**American Family demand letters**

108. On April 22, 1999, American Family sent Souders a letter which indicated that it was necessary for them to charge his account for three insufficient amounts on his EFT account. One was for the amount of \$1,080.36, one for \$4,551.09 and one for \$2,996.28. These were for applications Souders had forwarded to American Family for issuance of policies and in which he had collected premiums. American Family wanted Souders to check his records to see if there was sufficient funds there at the time so he could send them a check for \$8,627.73. Souders failed to respond to the demand.

109. On May 17, 1999, American Family sent Souders a letter which reflected a balance due them of \$16,036.04 which included charges for the insufficient electronic funds transfers and charges for applications which were not issued until April, after his resignation date, some which American Family had applications for and some they had proof that premium was collected by Souders but no application was sent to them. The letter also indicated that Souders had called American Family on May 12, 1999, stating that he would be sending a check for the amount due them. Souders failed to respond to the demand from the company.

110. On June 16, 1999, American Family sent Souders a letter reflecting a balance due them of \$20,391.41 which included more charges for premiums he collected but did not submit applications to the company. American Family subsequently issued policies based on documentation of cancelled checks or receipts. Souders failed to respond to the demand of the company.

111. On July 21, 1999, American Family sent Souders a letter which reflected a balance due them of \$20,668.41 and asked him to contact them about when he would be able to pay the money to them. Souders failed to respond to the demand of the company.

112. On August 31, 1999, American Family sent Souders a letter which reflected a balance due them of \$21,316.41 which was more than the month before because they charged his account for premium he collected from Keith Romero and never sent to the company. It also addressed the fact that on July 22, 1999 in a telephone conversation American Family inquired as to when they could expect the money due them and Souders indicated that he would be sending them the money. Souders then failed to respond to the demand of the company and the telephone conversation.

113. On September 22, 1999, American Family sent Souders a letter which reflected a balance due them of \$22,181.41 which included charges for two policies where premium was collected by him and not sent to the company.

114. On November 5, 1999, American Family received a payment of \$8,627.73 from Souders.

115. On November 8, 1999, American Family sent Souders a letter which reflected a balance due them of \$14,020.68 after his payment to them in November. They demanded the full amount by November 19, 1999.

116. On January 10, 2000, the Kansas Insurance Department sent out a Notice of Hearing to determine the status of Souders' insurance agent license. The hearing was set for February 2, 2000.

117. On February 1, 2000, American Family received a payment of \$14,020.68 from Souders.

#### **Conclusions of Law**

118. K.S.A. 1998 Supp. 40-2404 provides, in relevant part:

The following are hereby defined as unfair methods of competition and unfair or deceptive acts or practices in the business of insurance:

(1) Making...or causing to be made...any statement...which:

(a) misrepresents the benefits, advantages, conditions or terms of any insurance policy;...

119. K.S.A. 1998 Supp. 40-242 provides, in relevant part:

(a) The commissioner of insurance may impose a penalty prescribed by subsection (e) or revoke or suspend the license of any...agent in the event that investigation by the commissioner discloses that:...

(2) the holder of such license had misrepresented the provisions, terms and conditions contained in any contract of insurance;...

(7) the interests of the insurer or the insurable interests of the public are not properly served under such license....

120. Based upon the information contained in paragraphs 9, 21, 31 and 50 above, it appears that Joel B. Souders made or caused to be made statements which misrepresented the benefits, conditions or terms of insurance policies, in violation of K.S.A. 1998 Supp. 40-2404(1)(a).

121. Based upon the information contained in paragraphs 9, 21, 31 and 50 above, it appears that Joel B. Souders misrepresented the provisions, terms and conditions contained in contracts of insurance, in violation of K.S.A. 1998 Supp. 40-242(2).

122. Based upon the information contained in paragraphs 5 through 117 above, it appears that Joel B. Souders engaged in acts and practices in the business of insurance that are contrary to the interests of the insurer or the insurable interests of the public, in violation of K.S.A. 1998 Supp. 40-242(7).

123. Based upon the information contained in paragraphs 5 through 117 above, it appears that sufficient evidence exists for a one (1) year suspension of Joel B. Souders Kansas resident insurance agent's license from the date of this order pursuant to K.S.A. 40-242, in accordance with the procedures set forth in the Kansas Administrative Act, K.S.A. 77-501, et seq., as amended. During this suspension period and for two years after, Joel B. Souders shall be employed by the Baldwin Insurance Agency. Attached to this Order, is a letter from Roger Arnold from the Baldwin Insurance Agency which indicates that he is aware of Joel B. Souders' one (1) year suspension and two (2) years probationary period when he will be supervised by Mr. Arnold; the limitations placed on

Joel B. Souders during the suspension period and that if Joel B. Souders is terminated by or leaves the employment of the Baldwin Insurance Agency, he will immediately notify the KID. During the one (1) year suspension period, Joel B. Souders is allowed to discuss terms of an insurance contract with a prospective (or present) insured; receive telephone calls reporting additional or replacement items for policies currently in force; initiate telephone calls to prospects for the purpose of gathering underwriting information; obtain underwriting information from credit agencies, the Kansas Motor Vehicle Department and other insurance agencies or companies; assist in completion of claim forms and arrange appointments for other insurance agents. Joel B. Souders will not be allowed to quote or estimate rates to a prospective (or present) insured; sign his name as the agent of record to any insurance documents; and receive premium for any insurance policy.

*MR*  
*GS* does not dispute for the purpose of this hearing

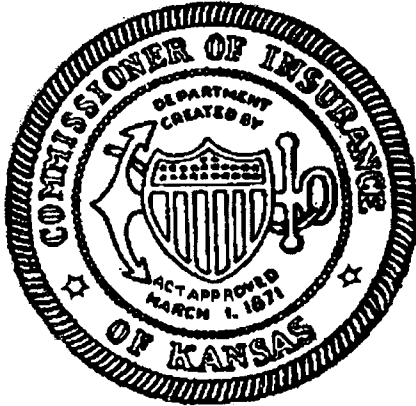
124. Joel B. Souders ~~admits to~~ the allegations set forth herein this order as described above.

125. For the purposes of this Consent Order, Joel B. Souders waives his right to a formal adjudicative proceeding and notice thereof and, upon the advice and assistance of counsel, voluntarily consents to the following order of the Commissioner of Insurance.

**IT IS THEREFORE ORDERED BY THE COMMISSIONER OF INSURANCE THAT:**

1. The Kansas resident insurance agent's license of Joel B. Souders is hereby suspended with the following limitations as described above for the period of one (1) year from the date of this order.

IT IS SO ORDERED THIS 23rd DAY OF ~~APRIL~~<sup>July</sup> 2001 IN THE CITY OF TOPEKA, COUNTY OF SHAWNEE, STATE OF KANSAS.



*Kathleen Sebelius*

Kathleen Sebelius  
Commissioner of Insurance

BY:

*Kathy J. Greenlee*

Kathy J. Greenlee  
General Counsel

*Joel B. Souders*

APPROVED BY:

*Michael E. Riling*

Michael E. Riling  
Attorney for Respondent

SUBMITTED AND APPROVED BY:

*JaLynn Copp*

JaLynn Copp  
Attorney for Petitioner  
Kansas Insurance Department