

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE THE INDIANA
COMMISSIONER OF INSURANCE

CAUSE NO.: 22804-AG23-1005-139

IN THE MATTER OF:)
)
Jeremy Koch)
19282 Northrop St)
Cassopolis, MI 49031)
)
Respondent.)
)
Type of Agency Action: Enforcement)
)
License #: 3702541)

FILED
FEB 22 2024
STATE OF INDIANA
DEPT. OF INSURANCE

FINAL ORDER

The Enforcement Division of the Indiana Department of Insurance (“Department”), by counsel, Joseph Bossinger, and Jeremy Koch (“Respondent”), a nonresident insurance producer, signed an Agreed Entry which purports to resolve all issues involved in the above cause number, and which has been submitted to the Commissioner of the Indiana Department of Insurance (“Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which imposes a civil penalty in the amount of two hundred fifty dollars (\$250) due to the revocation of Respondent’s license in Washington State issued January 27, 2022 and effective February 11, 2022, and Respondent’s failure to timely report the revocation, finds it has been entered into fairly and without fraud, duress, or undue influence, and is fair and equitable between the parties. The Commissioner hereby incorporates the Agreed Entry, attached, as if fully set forth herein and approves and adopts in full the Agreed Entry as a resolution of this matter.

IT IS THEREFORE ORDERED by the Commissioner as follows:

1. Respondent's nonresident producer license shall be renewed contingent upon timely payment of a civil penalty. Respondent shall pay a civil penalty in the amount of two hundred fifty dollars (\$250) within sixty (60) days from the date of this Final Order. Failure to pay the fine will result in the Department seeking immediate nonrenewal of Respondent's license.

2/22/24
Date Signed

Amy L. Beard
Amy L. Beard, Commissioner
Indiana Department of Insurance

Distribution:

Joseph Bossinger
ATTN: Sara Tolliver, Investigator
INDIANA DEPARTMENT OF INSURANCE
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204-2787

Jeremy Koch
19282 Northrop St
Cassopolis, MI 49031

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STATE OF INDIANA
DEPT. OF INSURANCE

AGREED ENTRY

This Agreed Entry is executed by and between the Indiana Department of Insurance (“Department”), by counsel Samantha Aldridge, and Jeremy Koch (“Respondent”), to resolve all issues in the above cause number. This Agreed Entry is subject to the review and approval of the Department’s Commissioner, Amy L. Beard (“Commissioner”).

WHEREAS, Respondent is a licensed nonresident insurance producer, holding license number 3702541 since August 2, 2021;

WHEREAS, Respondent’s nonresident producer license expired on September 30, 2023;

WHEREAS, Respondent submitted a renewal application on October 2, 2023;

WHEREAS, Respondent was issued a license revocation by the Washington State Office of the Insurance Commissioner on January 27, 2022, with effective date February 11, 2022;

WHEREAS, Respondent failed to timely disclose the Washington State license revocation to the Department;

WHEREAS, Indiana Code § 27-1-15.6-12(b)(2)(A) provides, in part, that the Commissioner may levy a civil penalty against an insurance producer for violating an insurance law;

WHEREAS, Respondent's conduct, as alleged herein, constitutes a violation of Indiana Code § 27-1-15.6-17(a), an insurance law, which states, in part, that a producer shall report to the Commissioner any administrative action taken against the producer in another jurisdiction not more than thirty (30) days after the final disposition of the matter;

WHEREAS, Respondent's conduct, as alleged herein, constitutes a violation of Indiana Code § 27-1-15.6-12(b)(9) which states, in part, that the Commissioner may levy a civil penalty for having an insurance producer license, or its equivalent, denied, suspended, or revoked, in any other state, province, district, or territory; and

WHEREAS, the Department and Respondent (collectively, the "Parties") desire to resolve this matter without the necessity of a hearing.

IT IS, THEREFORE, NOW AGREED by and between the Parties as follows:

1. The Commissioner has jurisdiction over the subject matter and the Parties to this Agreed Entry.
2. In order to avoid formal litigation in this matter, Respondent has determined that it is in Respondent's best interest to enter into this Agreed Entry. As such, Respondent acknowledges that Respondent executes this Agreed Entry with full realization of its contents and effects.
3. This Agreed Entry is executed knowingly, voluntarily, and freely by the Parties. The Parties agree that the terms of this Agreed Entry constitute final resolution of this matter.

4. Respondent knowingly, voluntarily, and freely waives the right to a public hearing on this matter, including the right to appear in person before the Commissioner, present evidence, cross-examine witnesses, and present arguments.
5. Respondent knowingly, voluntarily, and freely waives the right to judicial review of this matter or otherwise appeal or challenge the validity of this Agreed Entry.
6. Respondent knowingly, voluntarily, and freely waives, releases, and forever discharges all claims or challenges, known or unknown, against the Department, its Commissioner, employees, agents, and representatives, in their individual and official capacities, that arise out of or are related to the Agreed Entry or Final Order, including but not limited to any act or omission as part of the underlying audit, investigation, negotiation, or approval process.
7. Respondent's nonresident producer license shall be renewed contingent upon Respondent's timely payment of the civil penalty. Respondent shall pay a civil penalty in the amount of two hundred fifty dollars (\$250) to the Department within sixty (60) days after the Commissioner signs the Final Order adopting this Agreed Entry. Failure to timely pay the civil penalty may result in the Department seeking immediate nonrenewal of Respondent's license.
8. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
9. Respondent has had the opportunity to have this Agreed Entry reviewed by legal counsel of Respondent's choosing, at Respondent's own expense, and is aware of the benefits gained and obligations incurred by the execution of this Agreed

Entry. Respondent understands and agrees that the Department cannot give Respondent legal advice.

10. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
11. This Agreed Entry constitutes the entire agreement between the Parties, and no other promises or agreements, express or implied, have been made by the Department or by any employee, director, agent, or other representative thereof to induce Respondent to enter this Agreed Entry.
12. The Department agrees to accept Respondent's compliance with the terms of this Agreed Entry as full satisfaction of this matter and warrants and represents that so long as Respondent complies with the terms of this Agreed Entry, the Department will not bring any further action against Respondent based on the facts that gave rise to this Agreed Entry.
13. In the event the Department finds there has been a breach of any of the provisions of this Agreed Entry, the Department may reopen this matter and pursue alternative action pursuant to Indiana Code § 27-1-15.6-12.
14. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
15. Respondent acknowledges that this Agreed Entry may be admitted into evidence in any judicial or administrative proceeding against Respondent to enforce the terms and conditions contained herein.
16. Respondent understands that this Agreed Entry resolves only the matter pending with the Department and does not affect any criminal prosecution or civil litigation that may be pending or hereinafter commence against Respondent.

17. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.
18. It is expressly understood that this Agreed Entry is subject to the Commissioner's acceptance and has no force or effect until such acceptance is evidenced by the entry of a Final Order by the Commissioner.
19. Should this Agreed Entry not be accepted by the Commissioner, it is agreed that presentation to, and consideration of this Agreed Entry by the Commissioner, shall not unfairly or illegally prejudice the Commissioner or Respondent from further participation in or resolution of these proceedings.
20. If this Agreed Entry is accepted by the Commissioner, it will become part of Respondent's permanent record and may be considered in future actions brought by the Department or any other regulator against Respondent. It is further understood that, if accepted by the Commissioner, this Agreed Entry and resulting Final Order are public records pursuant to Indiana Code § 4-21.5-3-32 that may not be sealed or otherwise withheld from the public and may be reported to the National Association of Insurance Commissioners and published on the Department's website as required.

21. Respondent acknowledges that this is an Administrative Action Respondent may be required to report to other jurisdictions in which Respondent is licensed and on future licensing applications.

2/12/24
Date Signed

JOS BASSINGER 35166-49
Samantha Aldridge, Attorney #35162-49 JB 2/12/24
Indiana Department of Insurance

2/6/2024
Date Signed

Jeremy Koch
Jeremy Koch,
Respondent

STATE OF MICHIGAN)
) SS:
COUNTY OF Cass)

Before me a Notary Public for Cass County, State of Michigan,
personally appeared Jeremy Koch, and being first duly sworn by me upon Jeremy Koch's oath,
says that the facts alleged in the foregoing instrument are true.

Signed and sealed this 6th day of February, 2024.

Brandi Roberts
Signature

Brandi L. Roberts
Printed

My Commission expires: July 21, 2024

County of Residence: Cass

BRANDI L ROBERTS NOTARY PUBLIC - MICHIGAN CASS COUNTY ACTING IN THE COUNTY OF <u>Cass</u> MY COMMISSION EXPIRES July 21, 2024
