BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE
MONTANA STATE AUDITOR

IN THE MATTER OF: COLLEEN M. BUZZELL, Respondent.	))))))))	Case No.: INS-2013-211 **CONSENT AGREEMENT AND FINAL ORDER**

This Consent Agreement and Final Order (Agreement) is entered into by the Office of the Commissioner of Securities and Insurance, Montana State Auditor (CSI), acting pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. § 33-1-101 et seq. (Code), and Colleen M. Buzzell (Respondent) (collectively, the parties).

RECITALS

WHEREAS, on August 12, 2013, Respondent applied to the CSI for an individual producer license;

WHEREAS, on December 4, 2013, the CSI refused to issue an individual insurance producer license to Respondent pursuant to § 33-17-1001;

WHEREAS, on December 11, 2013, Respondent requested a hearing on the denial of her application;

WHEREAS, on January 27, 2014, the CSI conducted a hearing in the above-captioned matter; and

WHEREAS, the parties agree that the best interests of the public would be served by entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the parties agree to settle this matter with the following terms and conditions:

STIPULATIONS AND CONSENTS

1. Respondent stipulates and agrees as follows:

A. Respondent shall be granted a probationary individual surety insurance producer license. Upon completion of the probationary period, Respondent shall hold an unrestricted individual surety producer license, provided she has complied with all terms of this Agreement.

B. Respondent shall work under the supervision of a licensed insurance producer during her probationary period. Respondent and the supervising producer shall enter into a written agreement whereby the supervising producer shall submit quarterly reports to the CSI. The quarterly reports shall address Respondent's dealings with the supervising producer including, but not limited to, the number of new clients, gross premium collected on behalf of Respondent's clients, and confirmation that Respondent is depositing premium into the agency's trust account. The agreement shall be executed prior to Respondent conducting any insurance business.

C. During the probationary period, Respondent shall enroll in, and receive a passing grade in, a college-level accounting course of no less than three credit hours. The course must meet the approval of the CSI. Within one month following completion of the course and

issuance of grades, Respondent shall provide to the CSI a certified transcript demonstrating enrollment and receipt of a passing grade in the course.

D. Respondent shall pay $1,905.00 to the State of Montana Real Estate Recovery Account (Account). Respondent shall pay monthly installments of no less than $110 to the State of Montana until Respondent satisfies this term of the Agreement. Respondent shall submit copies of monthly checks to the Office of the Commissioner of Securities and Insurance, Montana State Auditor, c/o Lisa Monroe, 840 Helena Avenue, Helena, MT 59601.

E. At the discretion of the CSI, Respondent shall submit to examination of her business records and other relevant information by the CSI at any time during the probationary period.

F. Respondent shall thoroughly read and remain familiar with all laws and rules pertaining to the conduct of insurance producers in Montana.

G. Respondent shall comply with the terms and conditions of this Agreement, the Code, and all other regulations of the State of Montana.

H. With respect to the Recitals, Respondent specifically and affirmatively waives a contested case hearing and her right to appeal under the Montana Administrative Procedure Act, Mont. Code Ann. § 2-4-101 et seq. (MAPA), and elects to resolve this matter on the terms and conditions set forth herein.

I. Respondent acknowledges that she was advised of the right to be represented by legal counsel and, if represented by legal counsel, that such legal representation was satisfactory.

J. Respondent acknowledges that she has read and understands each term of this Agreement.

K. Respondent acknowledges and enters into this Agreement voluntarily and without reservation.

L. Respondent fully and forever releases and discharges the CSI from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the Recitals.

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

A. This Agreement resolves the matter set forth in the Recitals, and the CSI has no intention to impose any penalty, fine, or other disciplinary action for the conduct detailed therein.

B. This Agreement is entered without adjudication of any issue, law, or fact. It is entered solely for the purpose of resolving the matter described in the Recitals 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 alter, limit, or create any private rights or remedies against the parties.

C. By agreeing to pay the Account pursuant to Section 1.D of the Agreement, Respondent does not acknowledge the validity of the claim asserted against her by the Board of Realty Regulation (Board) under the Account. In the event the Board or any body of competent jurisdiction over the matter determines that Respondent does not owe the Account, or owes less to the Account than $1,905.00, her obligation under this Agreement to pay the Account shall be reduced or extinguished accordingly.

D. Portions of the record and of certain documents in this matter shall be treated as confidential and shall not be disclosed to the public, pursuant to Respondent's right to privacy under Article II Section 10 of the Montana Constitution. In the event any person seeks

access to this information, the CSI shall deny such access, and shall oppose such access until and unless ordered otherwise by a court of competent jurisdiction.

E. This Agreement constitutes the entire agreement between the parties on this matter. No other promises or agreements, either express or implied, have been made between the CSI, or any member, officer, agent, or representative of the CSI, and Respondent related to this matter.

F. This Agreement may not be modified orally. Any subsequent modifications to this Agreement must be in a mutually-agreed writing with the same formality as this Agreement.

G. This Agreement shall be incorporated into and made part of the attached Final Order issued by the Commissioner of Securities and Insurance, Montana State Auditor, herein.

H. This Agreement shall be effective upon signing of the Final Order.

I. This Agreement and Final Order are public records under Montana law and as such may not be sealed or otherwise withheld from the public.

DATED this 12th day of September, 2014

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

By: _____
NICK MAZANEC
Attorney for the CSI

DATED this 8th day of September, 2014

By: Colleen Buzzell
COLLEEN M. BUZZELL

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 Office of the Commissioner of Securities and Insurance, Montana State Auditor, and Respondent Colleen M. Buzzell is adopted as set forth fully herein.

DATED this 12th day of September, 2014.

MONICA J. LINDEEN
Commissioner of Securities and Insurance
Montana State Auditor

By: _____
ADAM SCHAFER
Deputy State Auditor

CERTIFICATE OF SERVICE

This is to certify that a true and accurate copy of the foregoing document was hand delivered, picked up by courier, emailed, or sent by U.S. Mail, postage paid, this 12th day of September, 2014, to the following:

Colleen M. Buzzell
2485 Meridian Road
Victor, MT 59875

Lisa Monroe