

**IN THE DEPARTMENT OF COMMERCE AND INSURANCE
STATE OF MISSOURI**

Division of Consumer Affairs,)	
)	
Petitioner,)	
)	
v.)	Case No. 2204190434C
)	
Nenette O. Frische, Hometown Insurance, LLC, John C. Frische, and Samantha L. Frische,)	
)	
Respondents.)	

SUMMARY ORDER

CHLORA LINDLEY-MYERS, Director of the Missouri Department of Commerce and Insurance (“Director” of the “Department”), takes up the above matter for consideration and disposition. After reviewing the Division’s Verified Statement of Charges and other relevant documents, the Director issues the following findings of fact, conclusions of law, and summary order:

FINDINGS OF FACT

1. Chlora Lindley-Myers is the duly appointed Director of the Department whose duties, pursuant to Chapters 374 and 375, include the supervision, regulation, and discipline of insurance producers.
2. Nenette O. Frische (“Nenette”)¹ worked for Hometown Insurance, LLC from at least 2018 until approximately March of 2022. Nenette previously held an

¹ Because Nenette O. Frische shares the same last name with John C. Frische, the registered agent for Hometown Insurance, LLC, and John C. and Samantha L. Frische, the designated responsible licensed producers for Hometown Insurance, LLC, and to avoid confusion, we refer to her throughout simply as “Nenette.” No disrespect is intended.

insurance producer licenser (No. PR183851) which the Department issued to her on November 7, 1991.

3. On March 9, 2009, the Director of the Department revoked Nenette's insurance producer license and the producer license for her business entity (Frische Insurance Agency) via Consent Order. *In the Matter of: Nenette Frische and Frische Insurance Agency*, DIFP Case No. 08-1204388C. See Exhibit A, attached.

4. Nenette is not currently licensed as an insurance producer in Missouri.

5. Nenette has been convicted of two felonies, as follows:

On September 20, 2010, Nenette pled guilty to Theft/Stealing by Deceit (Value of Property Or Services is \$500 Or More But Less Than \$25,000), a Class C Felony, in violation of § 570.030, RSMo, *State v. Nenette O. Frische*, Barry Cty. Cir. Ct., Case No. 10BR-CR00409-01, and Prepare/Provide Invalid Certificate of Insurance as Proof of Worker's Compensation Insurance, a Class D Felony, in violation of § 287.128, RSMo. *State v. Nenette O. Frische*, Barry Cty. Cir. Ct., Case No. 09BR-CR01062-01. On November 16, 2010, the court sentenced Nenette on each case to four years in the Missouri Department of Corrections, with execution of the sentence suspended, and five years of supervised probation, with the sentences to be run concurrently. *Id.* Frische successfully completed her probation on April 24, 2014. *Id.*

6. Following her felony convictions, if Nenette wanted to be licensed, or even if she wanted to merely participate in the business of insurance, she would be required to obtain the Director's consent to do so, by obtaining a so-called § 1033 Waiver. See 18 U.S.C. § 1033(e)(2). Nenette does not currently hold a § 1033 Waiver from the Director.

7. On March 5, 2018, Hometown Insurance, LLC ("Hometown") was organized under the laws of the state of Missouri. Hometown's registered office is

located at 2878 Laughlin Ridge, Pineville, Missouri 64856, and John C. Frische is Hometown's registered agent with the same address.

8. The Department issued a business entity insurance producer license to Hometown on May 30, 2018. That license expires on May 30, 2022. The address for the business is 214 Main Street, P.O. Box 575, Wheaton, Missouri 64874-0575. The business and mailing email address for Hometown is Nenette's email address, nenette_frische@yahoo.com.

9. Neither John C. Frische nor Samantha L. Frische has access to Nenette's email address, nenette_frische@yahoo.com.

10. John C. Frische and Samantha L. Frische are the designated responsible licensed producers (also known as DRLPs) for Hometown.

11. John C. Frische is Nenette's son. The Department issued an individual insurance producer license to John C. Frische on June 4, 2009. That license expires on August 31, 2023. John C. Frische's business, mailing, and personal email address of record with the Department is johnfrische@gmail.com.

12. Samantha L. Frische is married to John C. Frische and is Nenette's daughter-in-law. The Department issued an individual insurance producer license to Samantha L. Frische on April 20, 2018. That license expires on January 24, 2023. Samantha L. Frische's business, mailing, and personal email address of record with the Department is sbunch1990@outlook.com.²

² Samantha L. Frische was previously known as Samantha L. Bunch.

Yang Complaint

13. On February 23, 2022, the Department received a complaint regarding Hometown and Nenette from Lyda Yang (“Lyda”).³

14. In her complaint, Lyda indicated that her parents, Eddie and Ashley Yang, had “gone through Nenette Frische’s insurance agency, Hometown Agency in Wheaton, MO for nearly the last ten years” and “had their homeowners, business and car insurances through her.”

15. Lyda stated that in “early 2021,” Nenette had “transferred my parents, brother, and I onto a new auto policy from Cornerstone Insurance to Dairyland Insurance, stating that it would be cheaper.”

16. Lyda indicated that in September 2021, she purchased a 2018 Toyota Rav4 automobile. Lyda was under the impression that the car was added onto the Dairyland policy and that she was covered by her family’s insurance policy.

17. Lyda indicated that on December 28, 2021, she was involved in a car accident while driving her 2018 Toyota Rav4.

18. That same day, Lyda called the insurance company, Dairyland, to report the accident and spoke with claims agent Brenda Crawford (“Crawford”). Crawford told Lyda that the claim would not be covered because she (Lyda) was an excluded driver on the policy.

19. Upon learning this from Crawford, Lyda contacted Nenette about the policy and the fact that Dairyland was denying coverage on the theory that Lyda was an

³ Because other Yang family members are involved, we refer to Lyda Yang as “Lyda.” No disrespect is intended.

excluded driver. Nenetete told Lyda that was not right and that Lyda should be listed as a driver for her car. Nenetete said that she would check into it and agreed to contact Dairyland about the matter.

20. A few days later, Lyda met with Nenetete in person. Nenetete said that Lyda was an excluded driver on the policy. Lyda asked Nenetete if Lyda's parents knew about this when they signed the policy and Nenetete said yes, they did. Lyda disagreed and told Nenetete that both she and her parents were under the impression that Lyda was on the policy, especially since the car (the 2018 Toyota Rav4) was exclusively in her name.

21. Lyda indicated that Nenetete then "backtracked" and said that it was her (Nenetete's) fault and an oversight. Nenetete offered to pay half of what it would take for Lyda to get her car fixed. Nenetete tried to "put a positive spin on the situation" by telling Lyda that it was a good thing that she was an excluded driver on the Dairyland policy because the accident would not be reported to insurance and the premium, therefore, would not increase.

22. Lyda said that she would only pay \$1,000.00 to have her car fixed, since that was the deductible. Nenetete agreed to pay the balance to get Lyda's car fixed.

23. Lyda subsequently spoke to Crawford, with Dairyland, again. Lyda told Crawford that she had heard that Nenetete's insurance producer license had been revoked in 2009. Crawford said that Nenetete had claimed that Lyda's parents had signed a form to have Lyda listed as an excluded driver and that Nenetete was trying to find a copy of that form.

24. Lyda indicated that Nenette met Ashley Yang (Lyda's mother) in person and told her that she could not find the signed driver exclusion form.

25. On or about February 18, 2022, Crawford spoke with Nenette regarding Lyda's accident and the fact that she was an excluded driver on the policy. Crawford recorded the call.

26. During the call with Crawford, Nenette indicated that on or about October 12, 2021, she had switched the Yangs from one insurance company to another: "I have changed them from one company to another, because of the many claims that they have." Nenette said she switched the Yangs to Dairyland because "the underwriting is not so bad."

27. Also during the call with Crawford, Nenette indicated that "the daughter that had the accident was excluded, but I could not find exclusions. That's why I was, decided to just pay them[.]"

28. Also during the call with Crawford, Nenette indicated that she was trying to pay Lyda and the Yangs out of pocket for the damage to Lyda's vehicle, but "[t]hey're even cancelling all the policies that they have with me, when I have tried to make it right with them."

29. Also during the call with Crawford, Nenette insisted that the Yangs should be grateful to her, because with Nenette paying for the damage to Lyda's car, the Yangs would not experience an increase in their premiums, since the accident would not be run through insurance.

30. Also during the call with Crawford, Nenette told Crawford that she was looking for the form, signed (allegedly) by the Yangs, excluding Lyda as a driver from the Dairyland policy, but she had been unable to locate it.

31. Also during the call with Crawford, Nenette objected to the Yangs trying to get a refund on premium: "They, it's they're already getting paid for that. They're already getting paid for that, and so, and, uh, they should not be trying to, uh, get money from you because they're receiving money from, from me. So...."

32. Also during the phone call, Crawford mentioned that Lyda had alleged that Nenette was not licensed to sell insurance:

Q [Crawford].She [Lyda] was saying that, you know, you weren't even licensed to sell insurance, and you, um, have, um, some fraudulent cases against you for insurance fraud or some-, something to that effect, and, which I don't have information on that, but that's what she was telling me, and I was like...

A [Nenette]. ...Well...

Q. ...I don't, I don't know.

A. ...whatever it is, it was _____. I'm just helping out my son and his wife doing this insurance.

Q. Okay. Gotcha.

A. You know?

Q. Yeah.

A. And I'm allowed to be here. It was part of the deal with the lawyer.

33. Nenette told Crawford that she could follow up with her in a week in regard to the signed driver exclusion form and whether she had found it.

34. At no time did John C. Frische speak with Lyda about Lyda's December 2021 car accident and coverage for it under the Yangs' Dairyland policy.

35. At no time did Samantha L. Frische speak with Lyda about Lyda's December 2021 car accident and coverage for it under the Yangs' Dairyland policy.

36. In late February or early March of 2022, Samantha L. Frische spoke with Dairyland and learned for the first time about Lyda's December 2021 car accident and about Nenette supposedly paying out of her pocket for Lyda's car repairs.

37. Once Samantha L. Frische learned about Lyda's car accident and the issues with Dairyland and Nenette supposedly paying out-of-pocket for Lyda's car repairs, Samantha L. Frische shared this information with John C. Frische.

38. Samantha L. Frische and John C. Frische then recommended that Nenette stop working at Hometown. Nenette agreed and stopped working at Hometown in March 2022.

39. Neither John C. Frische, Samantha L. Frische, nor Nenette has produced receipts showing a payment or payments to Lyda for damage to her car.

40. As of May 10, 2022, and according to Lyda, Nenette has provided \$3,800.00 in cash payments to the Yangs so that Lyda could get her car fixed; Lyda has done so.

Department's on-site Hometown visit

41. On March 8, 2022, Marjorie Thompson ("Thompson"), Chief of Investigations for the Division, and Kelley Dawley ("Dawley"), Special Investigator with

the Division, performed an on-site visit at Hometown's business located at 214 Main Street, Wheaton, Missouri.

42. Samantha L. Frische was the only person with Hometown present at the business during Thompson and Dawley's on-site visit. Samantha also had her infant daughter with her at the business.

43. While John C. Frische was not present at the Hometown office during the on-site visit, Samantha L. Frische facilitated a FaceTime video call during which John C. Frische spoke with Thompson and Dawley.

44. During the on-site visit, Thompson and Dawley gathered documentation from the business pursuant to § 374.210, to include various producer agreements between Hometown and different insurance companies.

45. Hometown has a producer agreement with Cornerstone National Insurance Company ("Cornerstone"). Hometown listed the email address for the agency as nenette_frische@yahoo.com, Nenette's email address, on the Agency Profile for Cornerstone for its May 15, 2015 Agency Contract. Hometown listed that same email address as the email confirmation address for Cornerstone's 2015 ACH Commission Authorization Form.⁴

⁴ ACH stands for the Automated Clearing House Network or ACH Network. It "is a nationwide electronic funds transfer system that provides for the interbank clearing of electronic payments." *F.T.C. v. Global Marketing Group, Inc.*, 594 F.Supp. 1281, 1285 n. 3 (M.D. Fla. 2008); *see also Allsup, Inc. v. Advantage 2000 Consultants, Inc.*, 428 F.3d 1135, 1137 (8th Cir. 2005) ("ACH services are commonly deployed to effectuate a wide variety of automatic deposits and withdrawals, including payroll deposits, payments of utilities and other bills, and electronic funds transfers.").

46. Also on Hometown's Agency Profile with Cornerstone, Hometown listed Nenette as its "General Manager."

47. Hometown also has a producer agreement with First Chicago Insurance Agency, Inc. Their producer agreement, signed on February 9, 2017, lists Nenette as "Agency Principal."

48. During the on-site visit, Thompson and Dawley spoke with Samantha L. Frische. Samantha L. Frische indicated that Nenette wrote all the commercial insurance business for Hometown.

Subpoena conferences

49. On April 20, 2022, Nenette, John C. Frische, and Samantha L. Frische appeared at the Department's offices pursuant to subpoena for subpoena conferences under § 374.190, RSMo 2016.

50. Nenette, John C. Frische, and Samantha L. Frische also received subpoenas duces tecum. Pursuant to these subpoenas, Nenette, John C. Frische, and Samantha L. Frische provided what appears to be a Dairyland Named Driver Exclusion Endorsement – Missouri Form signed on October 12, 2020 by Eddie Yang.

51. Nenette, John C. Frische, and Samantha L. Frische said that they found the signed Dairyland exclusion endorsement form on Nenette's desk at Hometown.

CONCLUSIONS OF LAW

52. The jurisdiction of the Director to administer this proceeding and to grant the relief requested is found in § 374.046.1,⁵ which provides in pertinent part:

If the Director determines based upon substantial and competent evidence that a person has engaged, is engaging in or has taken a substantial step toward engaging in an act, practice, omission, or course of business constituting a violation of the laws of this state relating to insurance in this chapter, chapter 354, and chapters 375 to 385, or a rule adopted or order issued pursuant thereto or that a person has materially aided or is materially aiding an act, practice, omission, or course of business constituting a violation of the laws of this state relating to insurance in this chapter, chapter 354, and chapters 375 to 385, or a rule adopted or order issued pursuant thereto, the director may order the following relief:

- (1) An order directing the person to cease and desist from engaging in the act, practice, omission, or course of business;
- (2) A curative order or order directing the person to take other action necessary or appropriate to comply with the insurance laws of this state;
- (3) Order a civil penalty or forfeiture as provided in section 374.049; and
- (4) Award reasonable costs of the investigation.

53. Section 374.046.4 allows the Director to enter summary orders in certain circumstances and provides:

If the director determines that sections 374.014, 375.144, or 375.310 are being violated and consumers are being aggrieved by the violations, the order issued under subdivision (1) of subsection 1 of this section may be summary and be effective on the date of issuance. Upon issuance of the order, the director shall promptly serve each person subject to the order with a copy of the order and a notice that the order has been entered.

⁵ This and all other civil statutory citations are to RSMo 2016 unless otherwise noted.

54. Section 374.046.5 elaborates on the requirements of a summary order entered by the Director, as follows:

A summary order issued under subsection 4 of this section must include a statement of the reasons for the order, notice within five days after receipt of a request in a record from the person that the matter will be scheduled for a hearing, and a statement whether the department is seeking a civil penalty or costs of the investigation. If a person subject to the order does not request a hearing and none is ordered by the director within thirty days after the date of service of the order, the order becomes final as to that person by operation of law. If a hearing is requested or ordered, the director, after notice of and opportunity for hearing to each person subject to the order, may modify or vacate the order or extend it until final determination.

55. Section 375.014.1 provides that “No person shall sell, solicit or negotiate insurance in this state for any class or classes of insurance unless he or she is licensed for that line of authority as provided in this chapter.”

56. Section 375.012.2 provides the following definitions:

(12) “Negotiate”, the act of conferring directly with or offering advice directly to a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of the contract, provided that the person engaged in that act either sells insurance or obtains insurance from insurers for purchasers;

* * *

(15) “Sell”, to exchange a contract of insurance by any means, for money or its equivalent, on behalf of an insurance company;

(16) “Solicit”, attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company[.]

57. Section 375.015.2(2) relates to business entities acting as insurance producers and provides that, before approving a business entity insurance producer application, the Director must find that

[t]he business entity has designated a licensed individual insurance producer to be responsible for compliance with the insurance laws, rules and regulations of this state by the business entity[.]

58. Section 375.310.1 provides as follows:

It is unlawful for any person, association of individuals, or any corporation to transact in this state any insurance business unless the person, association, or corporation is duly authorized by the director under a certificate of authority or appropriate licensure, or is an insurance company exempt from certification under section 375.786.

59. 20 CSR 700-1.020, Transacting Business as an Insurance Producer, provides, in relevant part:

(2) Negotiation of an Insurance Contract.

(A) Unless otherwise specifically provided by section 375.012, RSMo, no person shall negotiate an insurance contract between an insured and a third party in Missouri unless s/he is a licensed insurance company, its employee or an insurance producer.

(B) Negotiation of an insurance contract includes, but is not limited to, the following activities:

* * *

5. Counseling, urging, or advising any prospective purchaser to buy a particular policy or to insure with a particular company; or
6. Explaining, discussing, or interpreting coverage, analyzing exposures or policies, or giving opinions or recommendations as to coverage[.]

* * *

(4) Duty to Have Insurance Producer at Each Place of Business.

(A) Each place of business of an insurance producer must contain the principal office of at least one (1) licensed insurance producer.

(B) A licensed insurance producer may be found to be materially aiding any acts in violation of law engaged in by an unlicensed individual under the supervision of that insurance producer.

60. Title 18 U.S.C. § 1033(e)(1) provides as follows:

(A) Any individual who has been convicted of any criminal felony involving dishonesty or a breach of trust, or who has been convicted of an offense under this section, and who willfully engages in the business of insurance whose activities affect interstate commerce or participates in such business, shall be fined as provided in this title or imprisoned not more than 5 years, or both.

(B) Any individual who is engaged in the business of insurance whose activities affect interstate commerce and who willfully permits the participation described in subparagraph (A) shall be fined as provided in this title or imprisoned not more than 5 years, or both.

61. Title 18 U.S.C. § 1033(e)(2) provides as follows:

A person described in paragraph (1)(A) may engage in the business of insurance or participate in such business if such person has the written consent of any insurance regulatory official authorized to regulate the insurer, which consent specifically refers to this subsection.

62. Title 18 U.S.C. § 1033(f) provides, in relevant part, as follows:

(f) As used in this section –

(1) the term “business of insurance” means –

(A) the writing of insurance, or

(B) the reinsuring of risks,

by an insurer, including all acts necessary or incidental to such writing or reinsuring and the activities of persons who act as, or are, officers, directors, agents, or employees of insurers or who are other persons authorized to act on behalf of such persons[.]

63. Nenette sold, solicited, or negotiated insurance and transacted the business of insurance in this state while unlicensed based upon evidence that:

- a. Nenette admitted that she changed the Yangs from Cornerstone Insurance to Dairyland Insurance because Nenette believed that Dairyland's underwriting was more favorable;
- b. Nenette said that the Yangs had all their policies with her;
- c. Nenette agreed to cover the damages to Lyda's car from Lyda's car accident on December 28, 2021, after Nenette told Lyda that Lyda was an excluded driver on the Yang family's policy, and said the fact that Lyda was an excluded driver was her (Nenette's) fault;
- d. Nenette paid a total of \$3,800.00 to the Yangs for damages to Lyda's car from her car accident; and
- e. Samantha L. Frische indicated that Nenette wrote all the commercial policies for Hometown.

64. Nenette violated § 375.014.1 and § 375.310.1 by selling, soliciting, or negotiating insurance and transacting the business of insurance in this state while unlicensed.

65. The Yangs were aggrieved by Nenette's violation of § 375.014.1 and § 375.310.1.

66. Hometown and John C. Frische and Samantha L. Frische, the designated responsible licensed producers for Hometown, violated 20 CSR 700-1.020(4)(B) because they materially aided in acts in violation of law, § 375.014.1 and § 375.310.1, engaged in by Nenette, an unlicensed individual under their supervision.

67. As the designated responsible licensed producers for Hometown, John C. Frische and Samantha L. Frische were responsible for Hometown's "compliance with the insurance laws and regulations of this state by the business entity." Section 375.015.2(2).

68. As detailed above, Nenette violated § 375.014.1 and § 375.310.1 by selling, soliciting, or negotiating insurance and transacting the business of insurance in this state while unlicensed.

69. John C. Frische and Samantha L. Frische materially aided Nenette in violating the law related to unlicensed persons selling, soliciting, or negotiating insurance and transacting the business of insurance, as follows:

- a. Nenette told Crawford, with Dairyland, that she was helping her son, John C. Frische, and her daughter-in-law, Samantha L. Frische, with their insurance business (Hometown);
- b. Samantha L. Frische indicated that Nenette wrote all the commercial business for Hometown;
- c. Hometown's May 15, 2015 Agency Contract with Cornerstone listed Nenette's email address, nenette_frische@yahoo.com, for its email in its Agency Profile

and for the email confirmation address for Cornerstone's 2015 ACH Commission Authorization Form;

- d. Hometown's Agency profile for Cornerstone lists Nenette as its "General Manager;" and
- e. Hometown's producer agreement with First Chicago Insurance Agency, Inc., signed on February 9, 2017, lists Nenette as "Agency Principal."

70. Hometown, John C. Frische, and Samantha L. Frische materially aided acts in violation of law that Nenette, who was unlicensed, engaged in while under John C. Frische's and Samantha L. Frische's supervision.

71. The Yangs were aggrieved when Hometown, John C. Frische, and Samantha L. Frische materially aided acts in violation of law that Nenette, who was unlicensed, engaged in while under John C. Frische's and Samantha L. Frische's supervision.

72. Hometown and John C. Frische and Samantha L. Frische, the designated responsible licensed producers for Hometown, violated 20 CSR 700-1.020(4)(B) because they materially aided acts in violation of law, 18 U.S.C. § 1033(e), engaged in by Nenette, an individual under their supervision who has been convicted of a felony involving dishonesty or a breach of trust.

73. John C. Frische and Samantha L. Frische materially aided Nenette in violating the law related to certain felons not being allowed to engage or participate in the business of insurance unless the person has obtained a § 1033 Waiver, as follows:

- a. Nenette told Crawford, with Dairyland, that she was helping her son, John C. Frische, and her daughter-in-law, Samantha L. Frische, with their insurance business (Hometown);
- b. Samantha L. Frische indicated that Nenette wrote all the commercial business for Hometown;
- c. Hometown's May 15, 2015 Agency Contract with Cornerstone listed Nenette's email address, nenette_frische@yahoo.com, for its email in its Agency Profile and for the email confirmation address for Cornerstone's 2015 ACH Commission Authorization Form;
- d. Hometown's Agency profile for Cornerstone lists Nenette as its "General Manager;" and
- e. Hometown's producer agreement with First Chicago Insurance Agency, Inc., signed on February 9, 2017, lists Nenette as "Agency Principal."

74. Hometown, John C. Frische, and Samantha L. Frische materially aided acts in violation of law relating to certain felons not being allowed to engage or participate in the business of insurance unless that person has obtained a § 1033 Waiver, when they permitted Nenette, who has been convicted of felonies involving dishonesty or a breach of trust, to engage in and participate in the business of insurance while under John C. Frische and Samantha L. Frische's supervision.

75. The Yangs were aggrieved when Hometown, John C. Frische, and Samantha L. Frische materially aided acts in violation of law relating to certain felons not being allowed to engage or participate in the business of insurance unless they have

obtained a § 1033 Waiver, when they permitted Nenette, who has been convicted of felonies involving dishonesty or a breach of trust, to engage in and participate in the business of insurance while under John C. Frisch and Samantha L. Frische's supervision.

SUMMARY ORDER

Based upon the findings of fact and conclusions of law set forth above, **IT IS THEREFORE ORDERED THAT:**

1) Nenette O. Frische shall immediately cease and desist from selling, soliciting, or negotiating insurance, or otherwise transacting the business of insurance in this state while unlicensed, in violation of § 375.014 and § 375.310;

2) Hometown Insurance, LLC, John C. Frische, and Samantha L. Frische shall immediately cease and desist from materially aiding Nenette O. Frische in selling, soliciting, or negotiating insurance, or otherwise transacting the business of insurance in this state while unlicensed, in violation of § 375.014 and § 375.310; and

3) Hometown Insurance, LLC, John C. Frische, and Samantha L. Frische shall immediately cease and desist from materially aiding Nenette O. Frische in participating in the business of insurance at Hometown Insurance, LLC, in any way, unless and until she obtains the written consent of the Director under 18 U.S.C. § 1033 to participate in the insurance business.

SO ORDERED. WITNESS MY HAND THIS 23rd DAY OF MAY, 2022.



Chlora Lindley Myers
CHLORA LINDLEY-MYERS
DIRECTOR

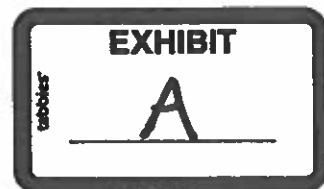
NOTICE

TO: Respondents and any unnamed persons aggrieved by this Summary Order:

The attached Summary Order has been entered. You may request a hearing on this Summary Order and, if requested, a hearing before the Director or her designee will be scheduled within five (5) days of receipt of a request in a record. You may do so by sending a written request for a hearing to Kristen Paulsmeyer, Chief Counsel, Legal Section, Department of Commerce and Insurance, 301 West High Street, Room 530, P.O. Box 690, Jefferson City, MO 65101, within 30 days after you have received a copy of the Summary Order.

The Department of Commerce and Insurance is not seeking civil penalties or costs of the investigation in this case.

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**DEPARTMENT OF INSURANCE, FINANCIAL
INSTITUTIONS AND PROFESSIONAL REGISTRATION**

P.O. Box 690, Jefferson City, Mo. 65102-0690

In the Matter of:)
) **Case No. 08-1204388C**
NENETTE FRISCHE,)
)
AND)
)
FRISCHE INSURANCE AGENCY)
)
Respondents.)

CONSENT ORDER

The Director of the Department of Insurance, Financial Institutions and Professional Registration takes up the above matter for consideration and disposition. The Consumer Affairs Division, through legal counsel Elfin Noce, and Nenette Frische and Frische Insurance Agency ("Respondents") have reached a settlement in this matter and the parties have consented to the issuance of this Consent Order.

Findings of Fact

1. The Director of the Missouri Department of Insurance, Financial Institutions, and Professional Registration (hereinafter, "Director") duties, pursuant to

Chapters 374 and 375, RSMo, include supervision, regulation and discipline of insurance producers.

2. The Consumer Affairs Division of the Department of Insurance, Financial Institutions, and Professional Registration (“Consumer Affairs Division”) has the duty of conducting investigations into the unfair or unlawful acts of insurance companies and agents under the insurance laws of this state and has been authorized by the Director to initiate this action before the Director to enforce the insurance laws of this state.

3. The terms set forth in this Consent Order are an appropriate disposition of this matter and entry of this Order is in the public interest because reoccurrence of the conduct prohibited herein may harm the public.

4. The Department issued Respondent Nenette Frische an insurance producer license (No. PR183851) on November 7, 1991 and such license will expire on June 10, 2009.

5. Respondent Frische Insurance Agency is a sole proprietorship owned by Respondent Nenette Frische and at all times mentioned in this Consent Order Respondent Frische was acting on behalf of Frische Insurance Agency.

6. The Department issued Respondent Frische Insurance Agency a business entity insurance producer license (No. AG10209) on June 16, 1994 and such license expired on June 16, 2008.

7. On September 19, 2008, Consumer Affairs Division referred Investigation File Nos. 08A000160, 08A000249, and 08A000258, concerning Respondents, to the Director seeking to discipline Respondents’ insurance producer licenses.

8. Consumer Affairs Division alleged that Respondent Frische accepted insurance premium from Albert Tiner for a workers' compensation policy and a general liability policy and that she failed to forward the applications and premium to Missouri Employers Mutual Insurance Company, grounds for discipline of Respondents' insurance producer licenses pursuant to § 375.141.1(4), RSMo (Supp. 2007).

9. Section 375.141.1(4), RSMo (Supp. 2007), states the Director may suspend, revoke, refuse to issue or refuse to renew an insurance producer license for improperly withholding, misappropriating or converting any moneys or properties received in the course of doing insurance business.

10. Consumer Affairs Division alleged that Respondent Frische prepared invalid certificates of insurance as proof of workers' compensation insurance and delivered those to Albert Tiner, grounds for discipline of Respondents' insurance producer licenses pursuant to § 375.141.1(8), RSMo (Supp. 2007).

11. Section 375.141.1(8), RSMo (Supp. 2007), states that the Director may suspend, revoke, refuse to issue or refuse to renew an insurance producer license for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere.

12. Consumer Affairs Division alleged that Respondent Frische accepted insurance premium from Richard Lee, beginning in October of 2004, and she failed to forward the premium to an insurance company to obtain coverage for Mr. Lee on his home and farm, grounds for discipline of Respondents' insurance producer licenses pursuant to § 375.141.1(4), RSMo (Supp. 2007).

13. On or about December 30, 2008, counsel for Consumer Affairs Division sent a copy of the Division's investigation report to Respondents. The investigation report described the specific conduct for which discipline was sought and citation to the law and rules allegedly violated, along with documents which were the basis thereof. Respondents were advised that Respondents had sixty (60) days to review the investigation report and consider the proposed settlement offer.

14. Respondents have been advised that they may, either at the time the Consent Order is signed by all parties, or within fifteen (15) days thereafter, submit the Consent Order to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the Consent Order constitute grounds for disciplining Respondents' license.

15. Respondents have stipulated and agreed to waive any rights that they may have to a hearing before the Administrative Hearing Commission, the Director or Department, and any rights to seek judicial review or other challenge or contest of the terms and conditions of this Order and forever releases and holds harmless the Department, the Director and his agents, and the Consumer Affairs Division from any and all liability and claims arising out of, pertaining to or relating to this matter.

16. Respondents further acknowledge that they understand they have the right to consult an attorney at their own expense.

17. The Director is authorized to enforce this Order and should Respondents fail to comply with the conditions set forth herein, the Director or her successors, without any limitation, may initiate any action authorized by law.

18. Each signatory to this Consent Order certifies by signing that he or she is fully authorized, in his or her own capacity, or by the named party he or she represents, to accept the terms and provisions of this Consent Order in their entirety, and agrees, in his or her personal or representational capacity, to be bound by the terms of this Consent Order.

Conclusion of Law

12. The Consumer Affairs Division is authorized to settle this matter and the Director is authorized to issue this Consent Order in the public interest pursuant to §§ 374.046, 374.280, 375.141, and 621.045, RSMo (2007).


Order

IT IS ORDERED THAT Respondent Nenette Frische's insurance producer license (No. PR289545) is hereby REVOKED.

IT IS ORDERED THAT Respondent Frische Insurance Agency's business entity insurance producer license (No. AG10209) is hereby REVOKED.


SO ORDERED, SIGNED AND OFFICIAL SEAL AFFIXED THIS 9th DAY OF MARCH, 2009.




Director of the Missouri Department
of Insurance, Financial Institutions &
Professional Registration

CONSENT AND WAIVER OF HEARING

The undersigned persons understand and acknowledge that Nenette Frische and Frische Insurance Agency have the right to a hearing, but that Nenette Frische and Frische Insurance Agency have waived their rights to any and all hearings and all rights to appeal this Order, and have consented to the issuance of this Consent Order.




Nenette Frische, on behalf of herself
and Frische Insurance Agency
Respondent
2878 Laughlin Ridge Rd.
Pineville, Missouri 64856

03/06/09
Date

Name: _____
Counsel for Nenette Frische, if any
Missouri Bar Number: _____
Firm: _____
Address: _____
Telephone: _____
Facsimile: _____

Date



Elfin Noce
Counsel for the Consumer Affairs Division
Missouri Bar # 57682
Missouri Department of Insurance, Financial
Institutions & Professional Registration
301 West High Street, Room 530
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Telephone: (573) 751-2619
Fax: (573) 526-5492

3/3/09
Date

LEGAL DEPT.

MAR 09 2009

**MO. DEPT OF INSURANCE,
FINANCIAL INSTITUTIONS &
PROFESSIONAL REGISTRATION**