



**DEPARTMENT OF COMMERCE AND INSURANCE**

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

**In the Matter of:**

**DAVID S. KENIK,**

**Applicant.**

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**Case No. 2602202526C**

**CONSENT ORDER**

Angela L. Nelson, Director of the Missouri Department of Commerce and Insurance, takes up the above matter for consideration and disposition. The Consumer Affairs Division, through counsel Adam W. Cartwright, and David S. Kenik have reached a settlement in this matter and consent to the issuance of this Consent Order.

**FINDINGS OF FACT**

1. Angela L. Nelson is the duly appointed Director of the Missouri Department of Commerce and Insurance (“Director” of the “Department”) whose duties, pursuant to Chapters 374 and 375 RSMo (2016), include the supervision, regulation, and discipline of insurance producers.
2. The Consumer Affairs Division of the Department has the duty, charged by the insurance laws of this state, to conduct investigations into the acts of insurance producers and is authorized by the Director to initiate actions necessary to enforce the insurance laws of

this state, including the discipline of insurance producer licenses and refusal of insurance producer license applications.

3. David S. Kenik (Kenik”) was the founder and director of the Disabled Police and Sheriff’s Foundation (“DPSF”), a Missouri-based charity that raised money for injured and deceased law enforcement officers.
4. During the existence of the DPSF, the DPSF employed professional fundraisers to solicit donations.
5. While serving as director of DPSF, Kenik failed to perform duties customary to the operation of a charitable organization, such as:
  - a. Reviewing and approving scripts used by the professional fundraisers employed by DPSF,
  - b. Holding regular meetings of the board of directors,
  - c. Allowing the appointed Treasurer of DPSF access to the financial records of DPSF,
  - d. Creating a consistent program for the advertisement of the availability of grants,
  - e. Providing information to donors regarding the allocation of funds to applicants for grants, and,
  - f. Proactively disclosing to potential donors that less than ten percent (10%) of all funds donated to DPSF would be donated to applicants for grants.
6. On or about March 27, 2019, the Federal Trade Commission and the State of Missouri filed a Complaint in a civil matter for Permanent Injunction and other Equitable Relief against Kenik and DPSF, alleging deceptive practices, misrepresentations, and violations

of the Missouri Merchandising Practices Act, which were never formally adjudicated due to a settlement in that matter.

7. On or about December 10, 2018, Kenik signed a Stipulated Order (“Stipulation”) with the Federal Trade Commission and the State of Missouri in the above referenced civil matter. In this Stipulation, Kenik neither admitted nor denied any of the allegations in the complaint referenced therein.
8. In this Stipulation, Kenik agreed to pay one hundred thousand dollars (\$100,000) as a settlement amount to the Missouri Attorney General pursuant to the terms of the settlement agreement and to a judgement of nine million nine hundred thirty-two thousand three hundred twenty-three dollars (\$9,932,323.00), which Judgment was suspended pending the payment of the one hundred thousand dollars, which was paid, and compliance with further provisions of the Stipulation.
9. On or about October 11, 2019, the Department received David S. Kenik’s (“Kenik”) completed electronic Uniform Application for Individual Producer License (“Application”), which was submitted through the National Insurance Producer Registry (“NIPR”).
10. On the Application, at question 5, Kenik was asked the question “Are you currently a party to, or have you ever been found liable in, any lawsuit, arbitrations or mediation proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?” To which Kenik answered “No,” believing that answer to be correct because the settlement took place prior to the date of the Application and pursuant to the terms of the Stipulation of Settlement Kenik neither

admitted nor denied any of the allegations of in the Complaint. The Department believes question 5 should have been answered yes.

11. Kenik was issued a producer license in 2019.
12. Kenik omitted any reference to the Stipulation or Complaint in his 2021 and 2023 NIPR renewal applications, and the Department believes the Stipulation or Complaint should have been referenced in such renewal applications.
13. On or about August 7, 2020, Kenik attached a copy of the Stipulation to the NIPR Attachment Warehouse.
14. On or about December 3, 2025, Kenik submitted a renewal application through NIPR (“Renewal”).
15. Further, on the Renewal Application in December of 2025, Kenik was asked in question 2 “Have you ever been named or involved as a party in an administrative proceeding, including a FINRA sanction or arbitration proceeding regarding any professional or occupational license or registration, which has not been previously reported to this insurance department?” To which Kenik answered “Yes.” Kenik further expanded on his answer in an attachment which referred to the Stipulation and the underlying Complaint. Kenik later clarified that he mistakenly answered yes to question 2 rather than question 5 of the Application.
16. Throughout the existence of the DPSF, Kenik displayed incompetence and financial irresponsibility in the conduct of business in the State of Missouri.
17. Kenik acknowledges and understands that the Director may refuse to renew his license as a resident insurance producer pursuant to 375.141.1(8) because Kenik has demonstrated

incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere.

18. Kenik acknowledges and understands that he has the right to consult legal counsel at his own expense.
19. Kenik stipulates and agrees to waive any waivable rights to a hearing before the Administrative Hearing Commission or the Director, and any waivable rights to seek judicial review.
20. Each party to this Consent Order certifies by signing that each are fully authorized, in his or her own capacity or by the named party he or she represents, to enter into this Consent Order in its entirety and agrees, in his or her personal or representational capacity, to be bound by the terms of this Consent Order.

#### **CONCLUSIONS OF LAW**

1. Section 375.141 provides, in relevant part:
  1. The director may suspend, revoke, refuse to issue or refuse to renew an insurance producer license for any one or more of the following causes:
    - (8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere.
  2. The Director is authorized to settle this matter and issue this Consent Order in the public interest pursuant to 374.046, 536.060, and 621.045.
  3. The terms set forth in this Consent Order are an agreed disposition of this matter, and entry of this Consent Order is in the public interest.

**ORDER**

IT IS THEREFORE ORDERED that the Department will renew and shall issue the resident insurance producer license of David S. Kenik subject to the terms set forth herein and the following special conditions:

1. Kenik shall report to the Consumer Affairs Division any violation of or failure to comply with Missouri insurance regulations and Missouri insurance laws, including those set forth in Chapters 374 or 375, within five (5) business days of such violation or failure to comply.
2. Kenik shall respond to all inquiries from the Consumer Affairs Division in accordance with 20 CSR 100-4.100.
3. If a consumer complaint is communicated directly to Kenik, Kenik shall send the Consumer Affairs Division a copy of the complaint and a copy of Kenik's response to the consumer within five (5) business days of receipt of the consumer complaint.
4. Kenik shall report to the Consumer Affairs Division, any and all of the following incidents involving Kenik the first court hearing or appearance in any criminal proceeding, guilty plea, Alford plea, nolo contendere plea, finding of guilt, execution of a deferred prosecution agreement or diversion program, or conviction for a felony or misdemeanor. Kenik shall report all such incidents to the Consumer Affairs Division within five (5) business days of their occurrence.
5. Kenik shall report to the Consumer Affairs Division any administrative action against Kenik in another jurisdiction or by another governmental agency in this state.
6. Kenik shall submit a spreadsheet to the Department, Attention: Jeana Thomas, Consumer Affairs Division, Missouri Department of Commerce and Insurance, P.O. Box 690,

Jefferson City, Missouri, 65102, at the following e-mail address:

[consumeraffairs@insurance.mo.gov](mailto:consumeraffairs@insurance.mo.gov) each calendar quarter beginning July 1, 2026, outlining the policies he sold in the preceding calendar quarter, with the last report due for the quarter beginning July 1, 2028. Kenik shall provide the spreadsheet every calendar quarter for a two-year period. The spreadsheet shall include the following information:

- A. Effective date of the policy,
  - B. Name and mailing address of the insured,
  - C. Insurance carrier and type of coverage, and,
  - D. Premium and commission amounts.
7. Kenik shall notify the Department within five (5) business days of any notice of termination for cause from an insurance carrier along with a copy of the termination notice. Kenik may include a statement of his understanding for the notice of termination for cause and any supporting documentation and/or evidence.
  8. Kenik shall retain a complete set of records pursuant to 20 CSR 700-1.140(5). Kenik shall provide any of those records within ten (10) days following a request from the Department for them.
  9. Kenik shall remain in compliance with the Stipulation in Case No. 4:19-cv-00667 for the duration of the stipulated period in the Judgment. Kenik shall notify the Department within five (5) business days of any violation of the civil Settlement in Case No. 4:19 cv 00667, of which Kenik is aware which would be construed as a violation of the civil settlement in the United States District Court for the Eastern District of Missouri.

10. Except for the requirements to comply with the regulations, the special conditions listed in paragraphs 1 through 9 will expire upon the earlier of expiration, lapse, termination, revocation, or renewal of Kenik's resident insurance producer license, whichever occurs first.
11. Nothing in this Consent Order shall be construed as an admission by Kenik, this Consent Order being part of a compromise settlement to resolve disputed factual and legal allegations arising out of the above referenced investigation. Kenik does not agree with certain allegations in Investigation No. 2602202526C, the subject of this Consent Order, and it is the position of Kenik that this Consent Order is a compromise of disputed facts and legal allegations. The signing of this Consent Order and Kenik's consent as set forth in it does not constitute an admission of wrongdoing or liability on the part of Kenik and is done to fully, finally and completely resolve all the matters encompassed within the scope of this Consent Order and Investigation No. 2602202526C without further regulatory or administrative process or any actions, requirements or monetary payments beyond those enumerated herein.

IT IS FURTHER ORDERED the Department shall issue the resident insurance producer license in consideration of the Consent Order, and that if Kenik maintains his resident insurance producer license beyond the term of this Consent Order and complies with the terms of this Consent Order, Kenik may apply to renew his license, and the Director shall consider the renewal application in accordance with Chapter 374 and 375, and without regard to the violation that is the subject of the Consent Order, or the underlying conduct.

IT IS FINALLY ORDERED that the Director may pursue legal remedies for violation of or failure to comply with the terms of this Consent Order.

SO ORDERED, SIGNED, AND OFFICIAL SEAL AFFIXED THIS 11<sup>th</sup> DAY OF June, 2026.



*Angela L. Nelson*

Angela L. Nelson, Director,  
Missouri Department of Commerce and Insurance

**CONSENT AND WAIVER OF HEARING**

undersigned persons understand and acknowledge that David S. Kenik may have a right to a hearing, but that David S. Kenik waives the hearing and consents to the issuance of this

Consent Order.

*David S. Kenik*

David S. Kenik  
14304 Hennick Rd.  
St. Genevieve, MO 63670

6/9/26  
Date

*Adam W. Cartwright*

Adam W. Cartwright, Bar No. 60595  
Counsel for Consumer Affairs Division  
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6.11.26  
Date