

take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person used a fraudulent, coercive, or dishonest practice, or demonstrated incompetence, untrustworthiness or financial irresponsibility in the conduct of business in Oregon or elsewhere. Geronimo engaged in a fraudulent practice in the conduct of insurance business. Geronimo was insured by State Farm Fire and Casualty Company (State Farm Fire) under an automobile insurance policy, number 0954468-37, from 1/10/08 to 9/8/10. Jeffrey B. Rule (Rule) was insured by State Farm Mutual Automobile Insurance Company (State Farm Mutual) under an automobile insurance policy, number 0679864-37, from 9/14/05 to 9/14/10. In the following ten instances from 1/10/08 to 8/28/09, Geronimo represented to State Farm Fire and State Farm Mutual that Geronimo and Rule were entitled to a multiple automobile discount and a good student discount of the premium for the insurance. However, Geronimo and Rule were not entitled to the discounts. Geronimo knew at the time she made the misrepresentations that Geronimo and Rule were not entitled to the discounts. Based on the false representations, State Farm Fire and State Farm Mutual applied the discounts to the premium for the insurance. As a result, Geronimo and Rule paid, and State Farm Fire and State Farm Mutual received, less in premiums for the insurance than they should have under the circumstances.

1. On or about 1/10/08, Geronimo completed and electronically sent to State Farm Fire an application by Ismael Geronimo-Zaragoza and Gracia Cornejo-Zuniga, Geronimo's parents, and Geronimo, for automobile insurance covering only a 1995 Toyota 4Runner sports utility vehicle. In the application, Geronimo misrepresented that she resided with her parents at 16105 SW 108th Avenue Apartment 213, Tigard, OR 97224-4882, and was entitled to a multiple automobile discount and a good student discount of the premium for the automobile insurance applied for. Since sometime in 2004, Geronimo had not resided with her parents at any address, but instead had resided with Rule at various addresses. Geronimo had never resided at 16105 SW 108th Avenue Apartment 213, Tigard, OR 97224-4882. At the

time Geronimo sent the application, Geronimo resided with Rule at 20817 SW Martinazzi Avenue, Tualatin, OR 97062-6315. At the time Geronimo sent the application on 1/10/08, Geronimo was 22 years of age, and Rule was 23 years of age. Subsequently on 9/25/10, Geronimo and Rule were married. Geronimo was not entitled to the multiple automobile discount before 9/25/10 because Geronimo and Rule did not jointly own their two automobiles and they were not a named insured on each other's policy, although they primarily drive their respective automobiles, they resided at the same address, and the automobiles were insured by State Farm Fire or State Farm Mutual. Geronimo was not entitled to the good student discount on and after 1/10/08 because Geronimo had not recently been enrolled at a high school, and had never been enrolled at a college or university.

2. Also on or about 1/31/08, Geronimo sent to State Farm Fire a document which misrepresented that she had recently been enrolled in college. The document purported to be a transcript showing that Geronimo had been enrolled at "Mesa" and "Miramar" colleges in the Spring Semester of 2007 and had completed either 12 or 13 credits, and had been enrolled at "Mesa" college in the Fall Semester of 2007 and had completed either eight or 11 credits. Geronimo had never been enrolled at "Mesa" and "Miramar" colleges.

3. On or about 3/14/08, Geronimo electronically sent to State Farm Mutual a document which misrepresented that Rule was entitled to a good student discount. Rule was not entitled to the good student discount because Rule had not been recently been enrolled at a high school, and had never been enrolled at a college or university.

4. Also on or about 3/14/08, Geronimo sent to State Farm Mutual a document which misrepresented that Rule had recently been enrolled at a college. The document purported to be a transcript showing that Rule had been enrolled at Portland Community College in the Spring Term of 2008 and had completed nine credits. Rule had never been enrolled at Portland Community College.

5. On or about 1/5/09, and again on or about 1/15/09, Geronimo electronically sent to State Farm Fire a document misrepresenting that she continued to be

entitled to the good student discount. Geronimo was not entitled to the good student discount because she had not been recently been enrolled at a high school, and had never been enrolled at a college or university.

6. On or about 2/18/09, Geronimo electronically sent to State Farm Mutual a document which misrepresented that Rule continued to be entitled to the good student discount. Rule was not entitled to the good student discount because Rule had not been recently enrolled at a high school, and had never been enrolled at a college or university.

7. On 4/13/09, and again on 4/14/09, Geronimo sent to State Farm Fire a document changing her mailing address, but not her residence address, from 16105 SW 108th Avenue Apartment 213, Tigard, OR 97224-4882 to 20817 SW Martinazzi Avenue, Tualatin, OR 97062-6315, thereby misrepresenting by omission that she continued to reside with her parents at 16105 SW 108th Avenue Apartment 213, Tigard, OR 97224-4882, and thereby further misrepresenting that she continued to be entitled to the multiple automobile discount.

8. On 6/11/09, and again on 6/18/09, Geronimo electronically sent to State Farm Fire a document which misrepresented that she was married to Rule, thereby further misrepresenting that she continued to be entitled to the multiple automobile discount.

9. Also on 6/11/09, Geronimo electronically sent to State Farm Mutual a document which misrepresented that Rule was married, and thereby further misrepresenting that he was entitled to a multiple automobile discount. Rule was not entitled to the multiple automobile discount before 9/25/10 because Geronimo and Rule did not jointly own their two automobiles and they were not a named insured on each other's policy, although they primarily drive their respective automobiles, they resided at the same address, and the automobiles were insured by State Farm Fire or State Farm Mutual.

10. Sometime between 8/23/09 and 8/28/09, Geronimo completed, and subsequently mailed it to State Farm Mutual, an application by Rule for recreational vehicle insurance covering a 1998 Yamaha Banshee all terrain vehicle.

In the application, Geronimo misrepresented that Niki Hayford (Hayford) inspected the vehicle on or about 8/28/09 by signing Hayford's initials "NEH" on the application. Rule purchased the vehicle on 8/26/09. Geronimo inspected the vehicle on 8/26/09. Hayford did not inspect the vehicle. Hayford was not present when Geronimo inspected the vehicle, completed the application, or signed Hayford's initials. Hayford did not give Geronimo permission to sign Hayford's initials on the application. Geronimo did not tell Hayford that Geronimo had signed Hayford's initials.

Action

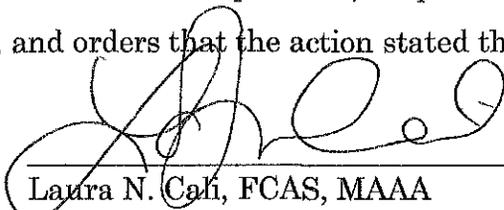
Pursuant to ORS 744.074(1), Geronimo's Oregon resident individual insurance producer license is revoked on the date of this order.

As consideration for the director not further investigating or not taking additional enforcement action against Geronimo, Geronimo agrees to never apply for any license authorized by ORS Chapter 744; or have any equity interest in, be an officer or director of, or be employed by or contracted with, any person that is issued any license authorized by ORS Chapter 744.

Dated 9/30/2013 
Itzia A. Geronimo-Cornejo

FINAL ORDER

The director incorporates herein the above stipulation, adopts it as the director's final decision in this proceeding, and orders that the action stated therein be taken.

Dated OCT 11 2013 
Laura N. Cah, FCAS, MAAA
Insurance Commissioner and Chief Actuary

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