

1
2
3
4
BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF CALIFORNIA

5 In the Matters of

File No. OC 2019 00364

6
7 ELITE INTEGRITY, LLC d/b/a AUTO
8 PROTECTION PLUS
9 **[NPN 17775230]**

ORDER TO CEASE AND DESIST
PURSUANT TO INSURANCE CODE
SECTION 12921.8;

10 and

NOTICE OF MONETARY PENALTY

11 KAMISHA MARIE DANIEL, individually and
12 as Member and Manager of MATTER OF
13 ELITE INTEGRITY, LLC d/b/a AUTO
14 PROTECTION PLUS,

NOTICE OF RIGHT TO HEARING

15 Respondents

16
17 TO: ELITE INTEGRITY, LLC, and its controlling member KAMISHA DANIEL, doing
18 business as AUTO PROTECTION PLUS, with an address of 12900 Garden Grove Blvd
19 # 214, Garden Grove, CA 92843, and to its officers, directors, employees, trustees, agents,
20 affiliates and service representatives.

21 WHEREAS, California Insurance Code section 12921.8(a)(1) authorizes the Insurance
22 Commissioner of the State of California (Commissioner) to issue a cease and desist order
23 against any person who has acted in a capacity for which a license, registration, or certificate
24 of authority to conduct insurance business in the State of California is required but not
25 possessed; and,

26 WHEREAS, California Insurance Code section 12921.8(c) authorizes the
27 Commissioner to issue a Cease and Desist Order without holding a hearing prior to issuance
28 of the Order; and,

1 WHEREAS, from at least April 4, 2018, ELITE INTEGRITY, LLC, and its controlling
2 person Kamisha Daniel, doing business as AUTO PROTECTION PLUS, (Respondents) have
3 through the internet, including through the website identified as
4 <https://yourautoprotection.com/> (Website), through the toll-free telephone line (800) 908-
5 8592. (Toll Free Number), and through other means and devices, solicited the purchase of
6 contracts purported to be motor club contracts within the meaning of California Insurance
7 Code sections 12140 *et seq.* and vehicle service contracts within the meaning of California
8 Insurance Code sections 12800 *et seq.* (vehicle service contracts) to persons residing in
9 California; and,

10 **MOTOR CLUB CONTRACTS**

11 WHEREAS, from not later than November 9, 2018, Respondents solicited the
12 purchase of purported motor club contracts through the internet, including through their
13 Website, and through e-mails sent to persons residing in California; and,

14 WHEREAS, from not later than November 9, 2018, Respondents have through the
15 internet, including through their Website, through the Toll-Free Number, and through other
16 means and devices, negotiated and executed purported motor club contracts with persons
17 residing in California; and,

18 WHEREAS, from not later than November 9, 2018, Respondents have through the
19 internet, including through their Website, through the Toll-Free Number, and through other
20 means and devices, charged and collected fees for the sale of purported motor club
21 contracts with persons residing in California; and,

22 WHEREAS, from not later than November 9, 2018, Respondents have maintained an
23 internet presence, including through its Website, advertised on the internet, and transacted
24 motor club contracts by, among other things, accepting applications for contracts from
25 persons residing in California regarding one or more terms of purported motor club contracts;
26 and,

27 WHEREAS, Respondents have not at any time held, and do not now hold, a Motor
28 Club Agent license issued pursuant to California Insurance Code sections 12143 and 12280

1 authorizing them to act or aid in any manner in the solicitation, delivery, or negotiation of any
2 membership or service contract, or of the renewal or continuance thereof;¹ and,

3 WHEREAS, Respondents have acted in a capacity for which a motor club agent
4 license is required but was not possessed, as set forth above, by engaging in the following:

- 5 1) On or about November 9, 2018, Respondents sold an unapproved² Quest
6 Towing Services LLC motor club contract [*form number RRE100127 RYL-*
7 *RRMC40 07 2018*] for \$2,992 to Marlene Cotrell of Los Altos, California; and,
- 8 2) On or about April 4, 2019, Respondents sold an unapproved Quest Towing
9 Services LLC motor club contract [*form number FR7100481 YL-RRMC40 07*
10 *2018*] for \$2,900 to Richard Henne of Pleasant Hill, California; and,
- 11 3) On or about June 18, 2019, Respondents sold an unapproved Quest Towing
12 Services LLC motor club contract [*form number FR7100578 RYL-RRMC40 07*
13 *2018*] for \$2,192.04 to Fabiola Martinez of Los Angeles, California; and,
- 14 4) On or about December 3, 2019, Respondents sold an unapproved Quest
15 Towing Services LLC motor club contract [*form number RYL-RRMC40 07 2018*]
16 for \$938 to Melody Johnson of Hawthorne, California; and,

17 WHEREAS, Respondents have never possessed a license from the Commissioner to
18 act as motor club agent as required by California Insurance Code sections 12143 and 12280
19 and have executed, issued or delivered motor club contracts that have not been approved by
20 the Commissioner as required by California Insurance Code section 12250.

21 //

22 //

23 //

24 _____
25 ¹ Ins. Code section 12143 defines a club agent as "... a person other than the motor club itself, who
26 acts or aids in any manner in the solicitation, delivery, or negotiation of any membership or service
27 contract or of the renewal or continuance thereof."

28 Section 12280 provides that "A club agent doing business in this State shall not execute, issue or
29 deliver any service contract to any person owning or operating motor vehicles without first obtaining a
30 license from the commissioner."

² Cal. Insurance Code § 12250 "A service contract shall not be executed, issued or delivered in this
State until the form thereof is approved in writing by the commissioner."

1 **VEHICLE SERVICE CONTRACTS**

2 WHEREAS, from not later than October 5, 2018, Respondents solicited the purchase
3 of purported vehicle service contracts through the internet, including through their Website,
4 and through e-mails sent to persons residing in California; and,

5 WHEREAS, from not later than October 5, 2018, Respondents have through the
6 internet, including through their Website, through the Toll-Free Number, and through other
7 means and devices, negotiated and executed purported vehicle service contracts with
8 persons residing in California; and,

9 WHEREAS, from not later than November 9, 2018, Respondents have through the
10 internet, including through their Website, through the Toll-Free Number, and through other
11 means and devices, charged and collected fees for the sale of purported vehicle service
12 contracts with persons residing in California; and,

13 WHEREAS, from not later than October 5, 2018, Respondents have maintained an
14 internet presence, including through its Website, advertised on the internet, and transacted
15 vehicle service contracts by, among other things, providing fee or premium quotes for
16 contracts marketed and sold to California residents, accepting applications for contracts from
17 persons residing in California, and communicating with persons residing in California
18 regarding one or more terms of a vehicle service contracts; and,

19 WHEREAS, Respondents have not at any time held, and do not now hold, a license
20 issued by the California Department of Motor Vehicles pursuant to California Insurance Code
21 section 12800(f) authorizing them to issue, offer or act as a seller vehicle service contracts in
22 California; and have not at any time held, and do not now hold, a broker-agent license to
23 transact insurance pursuant to California Insurance Code sections 22 and 116; and,

24 WHEREAS, Respondents have acted in a capacity for which a seller license or
25 broker-agent license is required but was not possessed, as set forth above to wit the
26 following:

- 27 1) On or about October 5, 2018, Respondents sold an illegal vehicle service
28 contract listing Auto Knight Motor Club Inc. as the obligor [*form number*

1 APP57675 ENSAKEV0615] for \$2,500 to Karen Colenbaugh of Modesto,
2 California; and,

- 3 2) On or about November 9, 2018, Respondents sold an illegal vehicle service
4 contract listing Auto Knight Motor Club Inc. as the obligor [*form number*
5 APP57836 OMEGAEGVEX0418] for \$3,041 to Jone Taylor of Wishon,
6 California; and,

7 WHEREAS, the vehicle service contracts sold by Respondents to California residents
8 are illegal and, and are therefore void ab initio. To wit:

- 9 A. Respondents sold vehicle service contracts without being properly licensed as a
10 seller [IC §12810(a) and §12800(f)]; and,
11 B. Respondents marketed vehicle service contract forms that have not been filed
12 with the Commissioner [IC §12820(a)]; and,

13 WHEREAS, because Respondents have violated California Insurance Code sections
14 12800 *et seq.*, the contracts sold to California residents do not qualify as legal vehicle service
15 contracts, and instead constitute insurance policies, pursuant to California Insurance Code
16 sections 22 and 116. Respondents do not now and have never possessed a producer
17 license from the Commissioner to act as an insurance broker-agent. Consequently, their
18 transaction of insurance has been in violation of California Insurance Code sections 35 and
19 1633.

20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

1
2 NOW THEREFORE,

3 RESPONDENTS ARE HEREBY ORDERED TO IMMEDIATELY CEASE AND
4 DESIST from soliciting, negotiating, issuing, or renewing motor club contracts and acting a
5 motor club agent with residents of California, through any means, including through its
6 Website, the internet (including via e-mail), the Toll-Free Number, or otherwise and
7 IMMEDIATELY CEASE AND DESIST soliciting or collecting contract fees from any California
8 resident through any means.

9 RESPONDENTS ARE HEREBY ORDERED TO IMMEDIATELY CEASE AND
10 DESIST from soliciting, negotiating, issuing, or renewing any vehicle service contracts in
11 California with residents of California, through any means, including through its Website, the
12 internet (including via e-mail), the Toll-Free Number, or otherwise and IMMEDIATELY
13 CEASE AND DESIST collecting contract fees from any California resident through any
14 means.

15 **NOTICE OF MONETARY PENALTY**

16 PLEASE TAKE NOTICE that pursuant to Insurance Code section 12921.8, the
17 Commissioner may impose a monetary penalty equal to five times the amount of money
18 received by Respondents while acting in the capacity for which a license is required but was
19 not possessed, or five thousand dollars (\$5,000) for **each day** that Respondents acted in
20 those capacities for which a license is required but was not possessed, whichever is greater.

21
22 **NOTICE OF RIGHT TO HEARING**

23 Insurance Code section 12921.8(c) provides in part, as follows:

24 A person to whom a cease and desist order has been issued, may,
25 within seven days after service of the order, ... request a hearing by filing
26 a request for a hearing with the commissioner.

27 If you desire a hearing in this matter, your written request for a hearing must be
28 received within seven days after you are served with this Order to Cease and Desist. The

1 seven days begins to run on the day after the day you are served, and if the seventh day falls
2 on a weekend, the period in which your request must be filed is extended until Monday or the
3 next business day if Monday is a holiday.

4 Your written request for a hearing in this matter must be directed to the following
5 persons;

6 Michael Tancredi
7 Assistant Chief Counsel
8 California Department of Insurance
9 300 South Spring Street, 12th Floor
10 Los Angeles, California 90013
11 Michael.Tancredi@insurance.ca.gov

12 James Browne
13 Senior Staff Counsel
14 California Department of Insurance
15 1901 Harrison Street, 4th Floor
16 Oakland, California 94612
17 James.Browne@insurance.ca.gov

18 IN WITNESS WHEREOF, I have set my hand and affixed my official seal this 26th day
19 of August 2020.

20 RICARDO LARA
21 Insurance Commissioner

22 By:  _____

23 Sara Urakawa
24 Attorney