

STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC GROWTH
OFFICE OF FINANCIAL AND INSURANCE REGULATION

DEPT. OF
ATTORNEY GENERAL

FEB 9 2009

Before the Commissioner of Financial and Insurance Services
CORPORATE OVERSIGHT
RECEIVED

In the matter of:

Alia Bahooora
License No. 0238628

Enforcement Case No. 09-7106

Respondent
_____ /

Issued and entered
on February 10, 2009
by *Stephen Hilker*
Chief Deputy Commissioner

CONSENT ORDER AND STIPULATION

A. FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. At all pertinent times, Alia Bahooora ("Respondent") was a licensed resident producer authorized to sell property and casualty insurance in this State since February 6, 2003 (Attachment #1).
2. As a licensed resident producer, Respondent knew or had reason to know that Sections 1207(1) and 1239(1)(d) prohibits the improper withholding, misappropriating or converting of money received in the course of doing insurance business and Section 1239 (1)(h) prohibits conduct that demonstrates dishonesty and untrustworthiness.
3. Respondent maintained offices, known as the Advasure Insurance Agency Offices, which were located at 13593 Greenfield, Detroit, MI 48227, 15509 Livernois, Detroit, MI 48238 (the "Greenfield Office"), 8060 E. 7 Mile Road, Detroit, MI 48234, 13600 E. 8 Mile Road, Detroit, MI 48205, and 13746 Gratiot, Detroit, MI 48205 (the "Offices"). Respondent maintained a separate premium account for the each of the Office at TCF National Bank.
4. Respondent's Offices were operated as franchises pursuant to a franchise agreement with another licensed insurance producer, Manar Abbo. Under this

arrangement, Respondent's commissions were paid to Mr. Abbo, who then remitted Respondent's commissions to her.

5. During 2006, Respondent's business relationship with Mr. Abbo began to deteriorate and eventually broke down. This deterioration has led to litigation between Respondent and Mr. Abbo, with each making numerous accusations against the other. In particular, Respondent has accused Mr. Abbo of interfering with her ability to conduct business at her Offices by interfering with her ability to remit premiums to insurers, failing to pay commissions and seizing her business records and Offices. Respondent has alleged that Mr. Abbo seized her Offices in early March of 2007, effectively precluding her from continuing in business.
6. During the period of approximately March 1, 2007 to March 10, 2007, Respondent collected the following premiums at the Offices that were not properly remitted to insurers:
 - Respondent collected \$60.00 from [REDACTED] for an insurance premium to Titan Insurance Company.
 - Respondent collected \$2060 from [REDACTED] for an insurance premium to Victoria General Insurance Company.
 - Respondent collected \$109 from [REDACTED] for a premium to MBPIA.
 - Respondent collected \$156 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$368.60 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$299 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$139.74 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$272 from [REDACTED] for a premium to AutoOwners Insurance Company.
 - Respondent collected \$74.18 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$149.50 from [REDACTED] for a premium to Victoria Insurance Company.
 - Respondent collected \$178 from [REDACTED] for a premium to Dairyland Insurance Company.
 - Respondent collected \$132.50 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$196 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$149.10 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$100 from [REDACTED] for a premium to Titan Insurance Company.

- Respondent collected \$132 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$183.24 from [REDACTED] for a premium to Victoria Insurance Company.
- Respondent collected \$173 from [REDACTED] for an insurance premium to Victoria Insurance Company.
- Respondent collected \$236 from [REDACTED] for an insurance premium to Titan Insurance Company.
- Respondent collected \$132.06 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$179 from [REDACTED] for a premium to Victoria Insurance Company.
- Respondent collected \$190 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$149 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$130 from [REDACTED] for a premium to MBPIA.
- Respondent collected \$200 from [REDACTED] for a premium to MBPIA.
- Respondent collected \$33 from [REDACTED] for a premium to MBPIA.
- Respondent collected \$111.61 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$142 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$137.50 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$100 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$134 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$100 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$169 from [REDACTED] for a premium to Victoria Insurance Company.
- Respondent collected \$158.34 from [REDACTED] for a premium to Victoria Insurance Company.
- Respondent collected \$165 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$152 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$137 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$150 from [REDACTED] for a premium to Titan Insurance Company.
- Respondent collected \$220 from [REDACTED] for a premium to Victoria Insurance Company.

- Respondent collected \$140 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$92.28 from [REDACTED] for a premium to Affirmative Insurance Company.
 - Respondent collected \$35.28 from [REDACTED] for a premium to Dairyland Insurance Company.
 - Respondent collected \$94.16 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$134.08 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$135.35 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$97 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$130 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$170.54 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$86 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$376.50 from [REDACTED] for a premium to Titan Insurance Company.
 - Respondent collected \$136 from [REDACTED] for a premium to Affirmative Insurance Company.
 - Respondent collected \$156 from [REDACTED] for a premium to MBPIA.
 - Respondent collected \$255.26 from [REDACTED] for premiums to Titan Insurance Company.
7. In total, Respondent collected at least \$8,232.27 in premiums from at least 53 clients that were not properly remitted to the insurers to whom they were due.
8. Respondent has presented staff of the Office of Financial and Insurance Regulation with numerous checks, written against the TCF accounts maintained for the Offices, which Respondent contends were meant to remit the premiums detailed above to the respective insurers to whom they were due. But, Respondent has not been able to produce cancelled copies of any of these checks and none of the checks Respondent has presented were ever received by the insurers or negotiated against the accounts maintained for the Offices. Respondent maintains that she intended to remit all premiums but acknowledges that the insurers did not receive these premiums and that the amounts were never deducted from her business accounts. She is unable to provide an explanation for why this occurred.
9. Respondent contends that her failure to remit all premiums received is the result of the breakdown of her relationship with Mr. Abbo. Respondent maintains that

Mr. Abbo seized her Offices and records during the period in question, depriving Respondent of her ability to control transactions, resulting in interference with the proper transmission of premiums to the designated insurers.

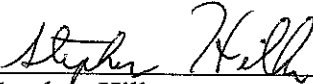
10. It does not appear that any of her clients lost their insurance coverage as a result. Instead, it appears that the affected insurers deducted the premiums due from commission payments due to Respondent or her franchisor, Mr. Abbo.
11. Regardless of any difficulties caused by the deterioration of her relationship with Mr. Abbo, and the fact that it does not appear that any clients were harmed by Respondent's failure, the fact remains that premiums collected by Respondent were not properly remitted to insurers to whom they were due.
12. As a licensed insurance producer, Respondent had a fiduciary duty to remit monies received to the proper insurer. Further, Respondent had reason to know that the monies had not been properly remitted because they were never withdrawn from the accounts maintained for the Offices.
13. Respondent acknowledges that remitting monies received or held in a fiduciary capacity is an integral part of the proper operation of business as a licensed insurance producer and, as such a licensee, it is Respondent's obligation and responsibility to make sure any monies received by her in a fiduciary capacity are properly remitted to the party to whom they are owed.
14. By collecting fiduciary money from clients and failing to remit same to the companies to whom they were owed, Respondent violated Sections 1207(1) and demonstrates a lack of honesty and trustworthiness, in violation of Section and 1239(1)(h).
15. Respondent consents to the entry of this Order to resolve this matter and avoid further litigation.

B. ORDER

Based on the findings of fact and conclusions of law above and Respondent's stipulation, it is ORDERED that:

1. Respondent shall immediately cease and desist from operating in such a manner as to violate Sections 1207(1), and 1239(1)(h) of the Code.
2. Respondent shall pay a fine in the amount of \$5,000.00. This fine shall be paid in quarterly installments of \$625.00. The first such payment shall be due on March 20, 2009, with additional payments due every quarter until the fine is paid in full.

3. Respondent, Alia Bahooora, shall be granted a Restricted Producers License for a period of twenty-four (24) months, starting on the date this Order is issued. If at the end of the twenty-four (24) month period, there have been no meritorious complaints related to Respondent, Alia Bahooora's, insurance producer's license, Respondent will be released from restricted status and all restrictions on her license will be lifted. If, during the twenty-four (24) month restriction period, the Office of Financial and Insurance Regulation receives any meritorious complaints of misconduct by Ms. Bahooora and, after an investigation and hearing, the Commissioner of the Office of Financial and Insurance Regulation finds that Ms. Bahooora has engaged in misconduct or violated the Insurance Code, her license will be revoked.
4. During the twenty-four (24) month restriction period, Respondent, Alia Bahooora, shall make quarterly reports of her activities as a licensed insurance producer to Lynella Cauther of the Office of Financial and Insurance Regulation or such other OFIR official as OFIR may direct, on the form attached as Exhibit A to this Order. The first such report shall be made on March 20, 2009, with subsequent reports following each quarter.
5. During the twenty-four (24) month restriction period, Respondent, Alia Bahooora, shall act only on behalf of Liberty Mutual Insurance Company and will not hold herself out to insurers or the general public as an insurance producer for any other purpose. Respondent, Alia Bahooora, shall not accept employment as an insurance producer from any other company or agency, or otherwise act as an insurance producer in any other capacity without obtaining the approval of the Commissioner of the Office of Financial and Insurance Regulation in an Order that modifies the conditions of Respondent's restricted license to reflect the change.
6. The entry of this Order resolves this matter between Respondent and the Office of Financial and Insurance Regulation. The Office of Financial and Insurance Regulation will take no further action against Respondent related to the facts and allegations recited herein.



Stephen Hilker
Chief Deputy Commissioner

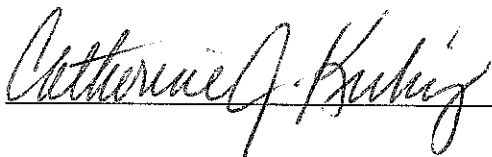
C. STIPULATION

I have read and understand the consent order above. I agree that the Commissioner of Financial and Insurance Regulation has jurisdiction and authority to issue this consent order pursuant to the Insurance Code. I waive the right to a hearing in this matter if this consent order is issued. I understand that this stipulation and consent will be presented to the Commissioner for approval and the Commissioner may or may not issue this consent order. I waive any objection to the Commissioner deciding this case following a hearing in the event the consent order is not approved. I agree to the entry of this order. I further agree that any violation of this consent order and stipulation shall be cause for revocation and will result in immediate administrative action against my license.

2/7/09.
Date


Alia Bahoora

The Office of Financial and Insurance Regulation staff approves this stipulation and recommends that the Commissioner issue the above consent order.


Catherine J. Kubick