



BEFORE THE IOWA INSURANCE COMMISSIONER

IN THE MATTER OF)	Division File No. 102240
)	
HOCKENBERRY FAMILY CARE, INC.)	
Preneed Seller License No. 00111,)	ORDER AND
)	CONSENT TO ORDER
and)	
)	
KATHIE HOCKENBERRY)	
Preneed Sales Agent License No.)	
00260,)	
)	
Respondents)	

NOW THEREFORE, upon motion of the Iowa Insurance Division (“Division”) and by the consent of Respondents Hockenberry Family Care, Inc. and Kathie Hockenberry, pursuant to the provisions of Iowa Code chapter 523A—Cemetery and Funeral Merchandise and Funeral Services and Iowa Administrative Code chapter 191—100, the Commissioner enters the following Order and Consent to Order (“Consent Order”):

I. PARTIES AND JURISDICTION

1. The Commissioner of Insurance, Douglas M. Ommen, directly and through his designees, administers and enforces Iowa Code chapter 523A—Cemetery and Funeral Merchandise and Funeral Services and Iowa Administrative Code chapter 191—100 pursuant to Iowa Code §§ 505.8 and 523A.801.
2. Hockenberry Family Care, Inc. (“HFC”) is an Iowa corporation with a last-known business address of 1804 East 7th Street, Atlantic, IA 50022.
3. HFC has been licensed as a preneed seller in the state of Iowa since March 20, 2002 under preneed seller license number 00111.

4. In filings with the Iowa Secretary of State, Scott and Kathie Hockenberry, husband and wife, identified themselves as incorporators and directors of HFC. Beginning in 2010, Kathie Hockenberry identified herself as the owner, president, and registered agent of HFC. She is an individual with a last-known address of 1801 Redwood Drive, Atlantic, IA 50022.
5. Kathie Hockenberry was licensed as a preneed sales agent in the state of Iowa from March 20, 2002 until September 30, 2011 under preneed sales agent license number 00260.
6. Scott Hockenberry was licensed as a preneed sales agent in the state of Iowa from March 1, 1988 until his death on April 27, 2008 under preneed sales agent license number 00261.
7. Pursuant to Iowa Code § 505.28, HFC and Kathie Hockenberry consented to the jurisdiction of the Commissioner of Insurance by committing acts governed by chapter 523A of the Iowa Code.
8. During the relevant time period, from on or about May 2004 and continuing to the present, HFC and Kathie Hockenberry have engaged in acts and practices within the state of Iowa constituting cause for suspension or revocation of their preneed seller and sales agent licenses; to the imposition of civil penalties and restitution; an order to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter; and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code chapter 523A and rules adopted pursuant to this chapter.

II. FINDINGS OF FACT

9. Kathie Hockenberry is not currently licensed as a preneed sales agent.
10. In addition to being the current owner and president of HFC, Kathie Hockenberry works as the office administrator. While Scott Hockenberry was alive and joint owner of HFC, Kathie

Hockenberry worked as the bookkeeper and her duties included, but were not limited to, signing checks, making deposits, and facilitating business operations.

11. HFC owns, maintains, and utilizes a business checking account at Whitney Bank and Trust (“Checking Account”).

12. A purchase agreement is defined in Iowa Code § 523A.102(22) as “...an agreement to furnish cemetery merchandise, funeral merchandise, funeral services, or a combination thereof when performance or delivery may be more than one hundred twenty days following the initial payment on the account.”

13. During the relevant time period, HFC and its employees entered into contracts, whereby it sold and agreed to provide or deliver cemetery merchandise, funeral merchandise, funeral services, or a combination thereof when performance or delivery might not take place within 120 days after initial payment, with at least twenty-five Iowa consumers. These contracts are purchase agreements as defined in Iowa Code § 523A.102(22).

14. On at least eleven occasions, HFC entered into purchase agreements and represented to consumers that those purchase agreements would be funded by an insurance policy purchased from Homesteaders Life Company (“Homesteaders”).

15. As part of these transactions, HFC, Kathie Hockenberry, or an individual on behalf of HFC, accepted the consumers’ payments for the purchase agreements. For at least one consumer, HFC accepted periodic insurance premium payments in the form of checks made payable to Hockenberry instead of having the premiums paid directly to Homesteaders.

16. Despite the representations made to these eleven consumers regarding the funding of their purchase agreements, none of the preneed insurance applications were submitted to Homesteaders and none of the premium money received was remitted to Homesteaders.

Consequently, no insurance policies for the eleven consumers were ever issued by Homesteaders.

17. HFC, Kathie Hockenberry, or an individual on behalf of HFC did not deposit any of the money received from the eleven consumers into a trust account or certificates of deposit. Instead, the money was deposited into the Checking Account, thereby commingling them with other funds of HFC.

18. For nine of the eleven consumers who believed that they were obtaining an insurance policy with Homesteaders, HFC and/or Kathie Hockenberry provided the goods and services specified in the purchase agreements upon death of the consumer or issued a refund upon request. Consequently, Kathie Hockenberry knew that at least nine of eleven applications for Homesteaders policies were never sent to Homesteaders and that no insurance policies were ever issued by Homesteaders despite the consumers' beliefs that these things had occurred. Kathie Hockenberry knew or should have known that trust money was never deposited into trust accounts. Despite having this knowledge, Kathie Hockenberry did nothing to disclose this issue to the consumers, their families, or the Division.

19. During the relevant time period, on at least eight occasions, HFC entered into purchase agreements with consumers that specified that 100% of the deposits paid by the consumers were to be deposited in a trust fund or a certificate of deposit in the purchaser's name at a financial institution. On one occasion, the deposit was placed in a certificate of deposit, but not until five years after the consumer remitted his initial payment for future services. On a second occasion, it was not done until *after the consumer died*. On a third occasion, it was not done until over two months after receipt of funds. On the other five occasions, the deposits were never placed in a trust fund at a financial institution.

20. Instead of timely placing the money received from these consumers into a trust fund or certificate of deposit at a financial institution, the money was deposited into the Checking Account and commingled with other funds.

21. Kathie Hockenberry knew, or should have known, that the money received from these consumers was not deposited into trust accounts as had been represented to the consumers. Despite this, Kathie Hockenberry did nothing to disclose this issue to the consumers, their families, or the Division.

22. Kathie Hockenberry knew, or should have known, that these funds were required to be deposited into trust accounts because HFC established individual burial trust accounts at both Whitney Bank and Trust and Landmands Bank for some of its other clients.

23. At least six consumers paid HFC for future cemetery merchandise, funeral merchandise, funeral services, or a combination thereof but neither HFC nor Kathie Hockenberry placed these funds into a trust fund, life insurance policy, annuity, a certificate of deposit, or filed a surety bond with the Commissioner.

24. The money received from these six consumers was deposited into the Checking Account and commingled with other funds.

25. At no point during the relevant time period, did HFC and/or Kathie Hockenberry file a surety bond with the Commissioner in lieu of trusting requirements.

26. At no point during the relevant time period, did HFC and/or Kathie Hockenberry purchase an annuity to fund any of the twenty-five purchase agreements.

27. Even though funds were not properly trusted, HFC did provide services to the consumers.

Reports and Records

28. As a registered preneed seller, HFC filed annual reports with the Commissioner for years 2004 through 2018. In such filings, HFC failed to include the twenty-five purchase agreements discussed in paragraphs 13-26.

29. For at least the years 2008-2018, Kathie Hockenberry completed and filed the preneed seller reports on behalf of HFC.

30. HFC did not maintain a sales log of each of the twenty-five purchase agreements discussed in paragraphs 13-26.

Statements to the Division

31. On June 3, 2019, a Division employee served HFC and Kathie Hockenberry with a subpoena requiring the production of specified files. The Division had been previously informed by an anonymous complainant that these files were kept in a box, separate from other preneed files because these purchase agreements were not funded as required.

32. Fewer than half of the files were initially produced to the Division. The files that were produced contained documents evidencing that the purchase agreements were not funded as required.

33. In response to the Division's request to examine the box, Kathie Hockenberry stated that there was not a box and that a previous employee must have stolen some of the files.

34. On June 13, 2019, a HFC employee found the missing files. When asked where one of the missing files had been located, both Kathie Hockenberry and the employee stated that "it was in the box."

35. Immediately thereafter, a Division employee asked once again to see the box. Kathie Hockenberry indicated that the box was in the sales agent offices and provided the box.

36. As part of the Division's investigation, HFC staff stated that HFC business records are extremely unorganized, files get lost, deposits of preneed moneys are not timely made, and some documents are put in the office safe rather than the relevant preneed file.

37. All files were eventually produced to the Division and Kathie Hockenberry cooperated with the investigation.

38. Kathie Hockenberry maintained that errors occurred due to the illness and death of her husband, Scott Hockenberry.

III. CONCLUSIONS OF LAW

COUNT ONE

Failure to Establish a Trust Fund or Fund a Purchase Agreement

39. Iowa Code § 523A.201 provides that preneed sellers offering preneed purchase agreements must establish trust funds at a financial institution unless proceeding under sections 523A.401, 523A.402, 523A.403. The trust fund must be established prior to advertising, selling, promoting, or offering cemetery merchandise, funeral merchandise, funeral services, or a combination thereof. Pursuant to Iowa Code § 523A.202(1), funds must be deposited with a financial institution within fifteen (15) days of receiving the funds. Furthermore, under Iowa Code § 523A.201(2), if the services may be performed more than one hundred twenty days following the initial payment, then the payments shall be placed and remain in trust until the beneficiary dies.

40. Alternative to establishing a trust fund, Iowa Code §§ 523A.401, 523A.402, 523A.403, and 523A.405 provide that preneed purchase agreements may be funded with insurance proceeds, annuity proceeds, a certificate of deposit, or may be secured by a surety bond filed with the Commissioner.

41. With regard to twenty-two of the consumers discussed in paragraphs 13-26, HFC failed to *ever* deposit the amounts paid by consumers for future funeral merchandise, funeral services, or a combination thereof into individual trust accounts or a master trust fund. HFC further failed to fund the purchase agreements with an insurance policy, annuity, or certificate of deposit.
42. A HFC employee acknowledged that money paid by consumers for future funeral merchandise, funeral services, or a combination thereof was routinely not timely deposited.
43. With regard to the three additional consumers previously discussed, HFC failed to timely place the money paid by the consumers in certificates of deposit.
44. Kathie Hockenberry knew or should have known of the trusting requirements because she used to be a licensed preneed sales agent and HFC established individual burial trust accounts at both Whitney Bank and Trust and Landmands Bank for some of its other clients.
45. Maintaining records of sales, which were not appropriately funded, in a box separate from the HFC's other preneed files indicates that Kathie Hockenberry was aware that these purchase agreements were not properly trusted.
46. Additionally, HFC never filed a surety bond with the Commissioner in connection with any of the twenty-five sales or satisfied any of the trusting alternatives specified in Iowa Code §§ 523A.401, 523A.402, or 523A.403.
47. Under Iowa Administrative Code rule 191—100.41(4)(d), a person with a restricted or expired license is subject to disciplinary action, injunctive action, criminal sanctions, and any other legal remedies available for violations of Iowa Code chapter 523A or any rules adopted pursuant to this chapter.
48. Kathie Hockenberry and HFC's acts and practices have been in violation of Iowa Code §§ 523A.201, 523A.202, or 523A.405, subjecting each to suspension, revocation, or the

imposition of other disciplinary action related to their preneed seller and sales agent licenses, to the imposition of civil penalties, restitution, an order to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 523A.503, and 523A.807, and Iowa Administrative Code rule 191—100.41.

COUNT TWO
Failure to Pay Premiums within Thirty Days
After Execution of Purchase Agreements

49. Under Iowa Code § 523A.401(4), if a new insurance policy is purchased to fund the purchase agreement, “the premiums of any new insurance policy shall be paid within thirty days after execution of the purchase agreement or, with respect to a purchase agreement that provides for periodic payments, the premiums shall be paid directly by the purchaser to the insurance company issuing the policy.”

50. Neither HFC nor Kathie Hockenberry paid the premium collected from eleven consumers to Homesteaders within thirty days of the execution of the purchase agreements described in paragraphs 14-18.

51. For at least one consumer, HFC accepted periodic insurance premium payments in the form of checks made payable to Hockenberry instead of having the premiums paid directly to Homesteaders.

52. Under Iowa Administrative Code rule 191—100.41(4)(d), a person with a restricted or expired license is subject to disciplinary action, injunctive action, criminal sanctions, and any other legal remedies available for violations of Iowa Code chapter 523A or any rules adopted pursuant to this chapter.

53. Kathie Hockenberry and HFC's acts and practices have been in violation of Iowa Code § 523A.401, subjecting each to suspension, revocation, or the imposition of other disciplinary action related to their preneed seller and sales agent licenses, to the imposition of civil penalties, restitution, an order to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 523A.503, and 523A.807, and Iowa Administrative Code rule 191—100.41.

COUNT THREE
Fraudulent, Unethical, Harmful, or Detrimental Practices

54. Under Iowa Code § 523A.703(3), a person commits a fraudulent practice if they in connection with the sale of cemetery merchandise, funeral merchandise, funeral services, or a combination thereof, directly or indirectly makes an untrue statement of material fact or omits to state a material fact that is necessary to make the statements made, in light of the circumstances under which they were made, not misleading.
55. Under Iowa Administrative Code rule 191—100.31(2), a preneed seller or sales agent is prohibited from engaging in any act or practice which may be harmful or detrimental to the public, regardless of whether actual harm occurs, while engaging in activities regulated by Iowa Code chapter 523A.
56. The actions and practices set forth in paragraphs 13-26 constitute untrue statements or omissions of material fact causing misapprehension.
57. HFC and Kathie Hockenberry improperly withheld, misappropriated, or converted funds by depositing money received from consumers in connection with the HFC purchase agreements into the Checking Account instead of funding those purchase agreements in a manner allowed by Iowa law. These acts were harmful and detrimental to consumers because without adhering to the regulatory safeguards, money might not have been available at time of need to cover funeral

expenses, the seller could have invaded the trust principal, and consumers may not have received or been credited the proper amount of interest or other income earned on amounts that should have been deposited in trust.

58. Under Iowa Administrative Code rule 191—100.41(4)(d), a person with a restricted or expired license is subject to disciplinary action, injunctive action, criminal sanctions, and any other legal remedies available for violations of Iowa Code chapter 523A or any rules adopted pursuant to this chapter.

59. Kathie Hockenberry and HFC's acts and practices have been in violation of Iowa Code § 523A.703 subjecting each to the imposition of civil penalties, restitution, an order to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter, and any other remedy or penalty provided by Iowa Code § 714.16.

60. Kathie Hockenberry and HFC's acts and practices have been in violation of Iowa Administrative Code rule 191—100.31, subjecting each to suspension, revocation, or the imposition of other disciplinary action related to their preneed seller and sales agent licenses, to the imposition of civil penalties, restitution, an order to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 523A.503, and 523A.807, and Iowa Administrative Code rule 191—100.41.

COUNT FOUR
Commingling of Trust Funds

61. Iowa Code § 523A.201(7) prohibits the commingling of trust funds with other funds.

62. Kathie Hockenberry and HFC commingled payments for prepaid cemetery merchandise, funeral merchandise, funeral services, or a combination thereof with other funds in the general Checking Account from at least as early as May 2004 until present day.

63. Under Iowa Administrative Code rule 191—100.41(4)(d), a person with a restricted or expired license is subject to disciplinary action, injunctive action, criminal sanctions, and any other legal remedies available for violations of Iowa Code chapter 523A or any rules adopted pursuant to this chapter.

64. Kathie Hockenberry and HFC's acts and practices have been in violation of Iowa Code § 523A.201(7), subjecting each to suspension, revocation, or the imposition of other disciplinary action related to their preneed seller and sales agent licenses, to the imposition of civil penalties, restitution, an order to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 523A.503, and 523A.807, and Iowa Administrative Code rule 191—100.41.

COUNT FIVE
Failure to Report Purchase Agreements

65. Under Iowa Code § 523A.204(1), preneed sellers must file an annual report with the Commissioner on a form prescribed by the Commissioner.

66. Under Iowa Administrative Code rule 191—100.15(1)(a), preneed sellers must file complete and accurate annual reports according to the form and manner prescribed by the Commissioner and available through the Division's website.

67. The form prescribed by the Commissioner requires the preneed seller to report all new, cancelled, serviced, and existing purchase agreements for the year along with the license number of the sales agent that sold the purchase agreement. The report must also identify the bank routing number or NAIC company code of the trust.

68. Iowa Code § 523A.701 prohibits a person from making any statement of material fact which is false or misleading or from omitting to state a material fact necessary in order to make the statement not misleading in any document filed with the Commissioner.

69. HFC and Kathie Hockenberry failed to include the twenty-five purchase agreements described in paragraphs 13-26 in the annual reports filed with the Division from 2004 through 2018.

70. Consequently, those annual reports filed with the Division are misleading.

71. Under Iowa Administrative Code rule 191—100.41(4)(d), a person with a restricted or expired license is subject to disciplinary action, injunctive action, criminal sanctions, and any other legal remedies available for violations of Iowa Code chapter 523A or any rules adopted pursuant to this chapter.

72. Kathie Hockenberry and HFC's acts and practices have been in violation of Iowa Code §§ 523A.204(1) and 523A.701, subjecting each to suspension, revocation, or the imposition of other disciplinary action related to their preneed seller and sales agent licenses, to the imposition of civil penalties, restitution, an order to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 523A.503, and 523A.807, and Iowa Administrative Code rule 191—100.41.

COUNT SIX
Records Maintenance

73. Pursuant to Iowa Administrative Code rule 191—100.33(1)(c), preneed sellers must maintain a sales log of purchase agreements and assign sequential numbers to each agreement sold during the year. (See also Iowa Code § 523A.604).

74. HFC's sales log did not include each of the purchase agreements discussed in paragraphs 13-26.

75. HFC did not assign numbers to all of the purchase agreements discussed in paragraphs 13-26.

76. According to HFC's own staff, the business records are extremely disorganized and not maintained in a consistent manner.

77. Under Iowa Administrative Code rule 191—100.41(4)(d), a person with a restricted or expired license is subject to disciplinary action, injunctive action, criminal sanctions, and any other legal remedies available for violations of Iowa Code chapter 523A or any rules adopted pursuant to this chapter.

78. Kathie Hockenberry and HFC's acts and practices have been in violation of Iowa Administrative Code rule 191—100.33, subjecting each to suspension, revocation, or the imposition of other disciplinary action related to their preneed seller and sales agent licenses, to the imposition of civil penalties, restitution, an order to cease and desist from engaging in such acts or practices, the imposition of costs of the investigation and prosecution of the matter, and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 523A.503, and 523A.807, and Iowa Administrative Code rule 191—100.41.

IV. ORDER

WHEREFORE IT IS ORDERED pursuant to the powers granted to the Commissioner of Insurance by Iowa Code chapter 523A:

- A. Kathie Hockenberry's preneed sales agent license is revoked and she is permanently barred from being licensed in the state of Iowa as a sales agent

pursuant to Iowa Code §§ 523A.503, 523A.807, and Iowa Administrative Code rule 191—100.41(4)(d);

- B. HFC's Iowa preneed seller license is restricted for a period of two (2) years from the date of this Consent Order pursuant to Iowa Code §§ 523A.503 and 523A.807. During the period of restriction, HFC is prohibited from advertising, selling, promoting, or offering to furnish funeral merchandise, cemetery merchandise, funeral services, or a combination thereof, the performance or delivery of which may occur more than 120 days after the initial payment on the account. During the period of restriction, HFC is permitted to service, including the provision of merchandise or services, so long as the service is provided pursuant to purchase agreements existing prior to the date of this Consent Order;
- C. HFC shall maintain at a financial institution, a financial trust account which is segregated and separate from the seller's general fund, for preneed payments and shall maintain an accounting by individual purchaser name. All preneed payments previously accepted and not submitted to an insurance company or deposited into a CD or trust account, and for which services have not already been rendered, shall be deposited into a trust account within fourteen (14) days of this Consent Order;
- D. HFC shall file a surety bond in the amount of \$50,000.00 with the Division within fourteen (14) days of this Consent Order as a guarantee that its obligations will be performed to any impacted consumers not known to the Division and contemplated by this Consent Order, pursuant to Iowa Code §§ 505.8 and 523A.405;

- E. HFC and Kathie Hockenberry collectively shall, within thirty (30) days of this Consent Order, pay the amount of \$53,000.00 for costs of the investigation pursuant to Iowa Code § 505.8 provided that the Division will suspend payment of \$46,000.00 provided that HFC and Kathie Hockenberry comply with the other terms of this Consent Order. Payment shall be made payable to the Iowa Insurance Division, to be credited to the Iowa Enforcement Fund, to provide funds for insurance enforcement and education pursuant to Iowa Code §§ 505.8, 523A.807, and Iowa Administrative Code rule 191—100.41;
- F. HFC and Kathie Hockenberry collectively shall, within thirty (30) days of this Consent Order, pay a civil penalty in the amount of \$2,000.00, made payable to the Iowa Insurance Division, to be credited to the Iowa Enforcement Fund, to provide funds for insurance enforcement and education pursuant to Iowa Code §§ 505.8, 523A.807, and Iowa Administrative Code rule 191—100.41; and
- G. HFC and Kathie Hockenberry collectively shall, within fourteen (14) days of this Consent Order, pay as restitution the amount of \$561.00, payable to the order of the Iowa Insurance Division, to be credited to the Settlement Fund and distributed to relevant, impacted consumers.
- H. These orders may be enforced under Iowa Code chapters 505 and 523A, and additionally, by any collection remedies available to the State of Iowa Department of Revenue for unpaid penalties and other ordered monetary amounts.

SO ORDERED on the 29th day of August, 2019.


DOUGLAS M. OMMEN
Iowa Insurance Commissioner

Respectfully submitted,



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ATTORNEY FOR THE DIVISION

Copy to:

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Otto, Lorence & Wiederstein, P.L.L.C.
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Atlantic, Iowa 50022
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ATTORNEY FOR RESPONDENTS

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was served upon all parties to the above cause, or their attorney, at their respective addresses disclosed on the pleadings on August 29, 2019.

By: First Class Mail Personal Service
 Restricted certified mail, return receipt Email, by consent
 Certified mail, return receipt _____

Signature: Hilary Foster
Hilary Foster

CONSENT TO ORDER AND AGREEMENT

I, Kathie Hockenberry, as an individual and in my capacity as an authorized agent of Hockenberry Family Care, Inc., Respondents in this matter, have read, understood, and do knowingly consent to this Order in its entirety. By executing this Consent, I understand that I am waiving both Hockenberry Family Care, Inc.'s and my rights to a hearing, to confront and cross-examine witnesses, to produce evidence, and to judicial review.

I further understand this Order is considered a final administrative action that will be reported by the Division to the National Association of Insurance Commissioners and to other regulatory agencies. I also understand this Order is a public record under Iowa Code chapter 22 and information may be shared with other regulatory authorities or governmental agencies, pursuant to Iowa Code § 505.8(8)(d), 523A.808, and 523A.813. I also understand this Order will be posted to the Division's website and a notation will be made to the publicly available website record that administrative action has been taken against me and Hockenberry Family Care, Inc.

Dated: 8-19-2019

Kathie Hockenberry
Kathie Hockenberry, Respondent

1801 Redwood Dr, Atlantic, IA 50022
Address of Signatory

Subscribed and sworn before me by Kathie Hockenberry on this 19th day of August, 2019.



Connie E. Pierce
Notary Public for the State of Iowa

Dated: 8-19-2019

Hockenberry Family Care, Inc
Hockenberry Family Care, Inc.
Respondent
By Kathie Hockenberry, Owner

1804 E. 7th St. Atlantic, IA 50022
Address of Signatory

Subscribed and sworn before me by Kathie Hockenberry on this 19th day of August, 2019.



Connie E. Pierce
Notary Public for the State of Iowa

NOTICE OF PENALTIES FOR WILLFUL VIOLATION OF THIS ORDER

YOU ARE NOTIFIED that acting as a preneed seller or sales agent, as defined in Iowa Code chapter 523A, in violation of this Order, is a felony under Iowa Code §523A.704, subjecting you to punishment of imprisonment, jail, fines, any combination of custody and fines, as well as any remedy or penalty authorized by Iowa Code chapters 714 and 523A.

YOU ARE ALSO NOTIFIED that if you violate this Order, you may be subject to administrative and civil penalties pursuant to Iowa Code chapter 523A. The Commissioner may petition the district court to hold a hearing to enforce the order as certified by the Commissioner. The district court may assess a civil penalty against you and may issue further orders as it deems appropriate.

NOTICE REGARDING REINSTATEMENT/REISSUANCE

Upon entry of this Order, your preneed sales agent license will become inactive due to revocation. While your license is inactive, you are prohibited from conducting any activity for which an active license is required pursuant to Iowa Code chapter 523A. Your license will not be active until the Division makes the determination to reissue your preneed sales agent license by order pursuant to Iowa Administrative Code rules 191—100.13 and 100.17.

Upon entry of this Order, your preneed seller license will become inactive due to restriction. While your license is restricted, you are prohibited from conducting any activity for which an active license is required pursuant to Iowa Code chapter 523A except for providing merchandise or services for purchase agreements existing prior to the date of restriction. Your license will not be active until the Division makes the determination to reinstate your preneed seller license by order pursuant to Iowa Administrative Code rules 191—100.13 and 100.17.

Reissuance of your preneed sales agent license and reinstatement of your preneed seller license is subject to the discretion of the Commissioner. Additionally, it will not be granted unless and until you have complied with the terms of this Order, made the appropriate application with the Division, and paid all applicable fees. If applicable, you may also be required to apply for licensure through the National Insurance Producer Registry (NIPR) and pay all applicable fees.

NOTICE OF IMPACT OF FINAL ORDER

A final order of license probation, suspension, restriction, or revocation or a cease and desist order may adversely affect other existing business or professional licenses and may result in license revocation or disciplinary action.

A final order in an administrative action does not resolve any potential criminal or civil violations or causes of action that might arise from the same or similar conduct that is the subject of this order. It may result in criminal law enforcement authorities, including the fraud bureau of the Iowa Insurance Division, pursuing a criminal investigation or prosecution of potential criminal law violations.