

BEFORE THE IOWA INSURANCE COMMISSIONER

IN THE MATTER OF)	Division Case No. 106681
)	
HOLE IN WON, LLC,)	SUMMARY CEASE AND
)	DESIST ORDER
HOLE IN WON.COM,)	
)	
HOLE IN WON.COM WORLDWIDE,)	
)	
GOLF MARKETING WORLDWIDE, LLC)	
)	
COMPLIANCE HIW, LLC)	
)	
KEVIN KOLENDA,)	
DOB 06/17/XXXX,)	
)	
and)	
)	
AMANDA PENROSE)	
)	
Respondents)	

On September 14, 2020, Compliance Attorney Johanna Nagel on behalf on the Iowa Insurance Division (“Division”) submitted a petition requesting the issuance of a summary cease and desist order.

NOW THEREFORE, the Commissioner of Insurance, Doug Ommen, pursuant to the provisions of Iowa Code chapter 507A—Iowa Unauthorized Insurers Act, Iowa Code chapter 507B—Insurance Trade Practices, Iowa Code chapter 522B—Licensing of Insurance Producers, and Iowa Administrative Code chapter 191—10, and in consideration of the petition for summary cease and desist filed in this matter, does hereby make and issue the following findings of facts, conclusions of law, and summary cease and desist order (“Order”):

I. PARTIES AND JURISDICTION

1. The Commissioner of Insurance, Douglas M. Ommen, directly and through his designees, administers and enforces Iowa Code chapter 507A—Iowa Unauthorized Insurers Act, Iowa Code

chapter 507B—Insurance Trade Practices, Iowa Code chapter 522B—Licensing of Insurance Producers, and Iowa Administrative Code chapter 191—10 pursuant to Iowa Code § 505.8.

2. Golf Marketing Worldwide, LLC (“GMW”) is or was a for-profit business, incorporated in Connecticut. GMW was renamed as Hole in Won, LLC on or about August 20, 2009. Hole in Won, LLC has a last-known business address of Radcliffe House, Radcliffe Street, St. Johns Antigua Barbuda, 06820.

3. Hole-in-Won Worldwide, also known as Hole-in-Won Worldwide.com and Hole-in-Won.com (“HIW”) is an entity that offers prize indemnity insurance through a website and with a last-known business address of 222 Purchase Street, #291, Rye, New York 10580.

4. Compliance HIW, LLC is a for-profit business, incorporated in the District of Columbia, with a last-known business address of 1032 15th Street, Suite 380, Washington, DC 20005.

5. Kevin Kolenda (“Kolenda”) is an individual with a last-known business address of 222 Purchase Street, #291, Rye, New York, 10580 and a last-known residence address of 136 Newtown Avenue, Apt 13, Norwalk, Connecticut 06851.

6. Amanda Penrose (“Penrose”) is an individual with a last-known address of 222 Purchase Street, #291, Rye, New York, 10580.

7. Respondents Hole in Won, LLC, Hole in Won.com, Hole in Won.com Worldwide, Golf Marketing Worldwide, LLC, Compliance HIW, LLC, Kevin Kolenda, and Amanda Penrose shall collectively be referred to herein as “Respondents”.

8. Pursuant to Iowa Code § 505.28, Respondents have consented to the jurisdiction of the Commissioner of Insurance by committing acts governed by Iowa Code chapters 507A, 507B, and 522B.

9. From on or about November 3, 2014 to present, Respondents engaged in acts and practices within the state of Iowa constituting cause for a summary order to cease and desist from engaging in such acts or practices and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code § 505.8(10) and Iowa Code chapters 507A, 507B, 522B and rules adopted pursuant to this chapter.

II. FINDINGS OF FACT

10. Kolenda is or was the president and marketing representative of GMW and HIW.

11. Kolenda is or was owner of Hole in Won, LLC. An individual purporting to be “David Klein” is also listed as an owner of Hole in Won, LLC. Documents filed with Connecticut’s Secretary of State list kevingolfm@aol.com as the email address for Hole in Won, LLC.

12. Kolenda started Golf Marketing and incorporated the entity in 1995 and the business’ name has changed several times throughout the years, including GMW, Golf Marketing Inc., Hole-in-Won.com, and Hole-in-Won.com Worldwide.

13. Kolenda is the managing director of Compliance HIW, LLC.

14. Kolenda formulated, directed, controlled, was a primary participant in, and had, or should have had knowledge of the acts and practices of Respondent entities which constitute the alleged violations of Iowa law and at all times relevant hereto, was an owner, officer, director, and/or agent of Respondent entities.

15. Amanda Penrose (“Penrose”) is or was vice president, chief operating officer, and marketing representative of HIW.

16. Respondents are not, and have never been, licensed or authorized in the state of Iowa to act as insurers or to act in any capacity regarding the business of insurance.

17. Kolenda is not, nor has he ever been, licensed in the state of Iowa as an insurance producer.
18. Penrose is not, nor has she ever been, licensed in the state of Iowa as an insurance producer.
19. Respondents operated in the state of Iowa as an unlicensed insurer or producer since at least as early as November 3, 2014.
20. Respondents offer and sell prize indemnity insurance online through the website, www.hole-in-won.com.
21. Respondents offer products for events in which there is a prize for the occurrence of a specified event.
22. Based upon information obtained from the applicant regarding the event, Respondents provide a premium amount and eligibility rules. In exchange for the premium amount, Respondents agree to indemnify the sponsor and pay the prize if the specified event occurs in compliance with the eligibility rules.

Doing Business in Iowa

23. Respondents have utilized the internet, including their website www.hole-in-won.com, to solicit, offer, and sell prize indemnity insurance in this state since at least November 3, 2014.
24. On the website, Respondents market and describe themselves as “The Original Hole in One Insurance,” “Hole in One Insurance Company,” “Hole-in-One Contest Insurance,” and “the most successful prize insurance company in the world.” Respondents expressly purport themselves to be an insurer offering prize insurance.
25. Additionally, the website states:

Hole-in-WON.com was originally created with the goal of providing high quality prize coverage for Hole in One Golf contests at the lowest affordable fee possible for charity

fundraising. Since its inception, Hole-in-Won.com has grown to service over 100,000 clients from every Hometown USA, paid out 1000's of awards throughout the U.S. and expanded internationally.

Hole-in-WON.com continued this initial service in Golf Contests to become leaders in the business of creating analyzing [*sic*] risk and taking on coverage for other contests outside of golf. ALL Sports: Basketball, Hockey, Football, Fishing - - TO - - Special Event Promotions Guessing Games, Internet, Dice Rolls that are just some of the promotions Hole-in-WON.com provides quality prize coverage for.

26. Respondents advertise, offer, and sell “prize insurance” for a variety of sports events such as basketball, football, hockey, fishing, and soccer contests that offer assorted prizes.
27. Respondents’ website has a nationwide, and allegedly worldwide, reach. There is no language to indicate that Respondents’ products and services are not offered or sold in Iowa and visitors to the website are able to select “Iowa” as their state from the website’s drop-down box and request a quote for prize indemnity insurance.
28. On or about November 3, 2014, Business NF purchased prize indemnity coverage from Respondents for a basketball contest which had a car as the winning prize, valued at \$30,000.00. The cost of coverage was \$600.00 and this cost was remitted by Business NF.
29. Business NF is located in Indianola, Iowa.
30. Penrose is listed as HIW representative on insurance contract ending in 8770.
31. Iowa resident, Consumer AT, won the basketball contest and complied with all of the event eligibility rules.
32. Business NF timely notified Respondents of the successful contest and requested coverage.
33. Respondents acknowledged receipt of the notification, however Respondents failed to indemnify Business NF and ceased responding to claim inquiries.

34. On or about January 29, 2020, Iowa licensed resident insurance producer, Producer KW, contacted Respondents seeking prize indemnity coverage for her client Iowa Great Lakes Area Chamber of Commerce (“Chamber of Commerce”). Chamber of Commerce needed coverage for its annual fishing tournament.
35. The 2020 Walleye Weekend Fishing Tournament offered a potential cash prize of \$38,000.00 if a tagged fish was caught by a contestant.
36. On or about January 29, 2020, “Hole-in-One Contract” number ending in 1033 as well as the terms and conditions of the insurance and other related documents to be completed were emailed to Producer KW. The completed documents and payment of premium were to be returned to 222 Purchase St. #291, Rye, New York 10580-2101.
37. Producer KW had several communications with Respondents to negotiate the eligibility rules for the tournament.
38. Coverage was bound on or about February 11, 2020. The cost of the prize indemnity coverage was \$2,330.00, 10% of which was retained as compensation by Producer KW.
39. The check, dated February 13, 2020, was made payable to Hole-in-Won for \$2,097.00 and was sent to Respondents at 222 Purchase Street, #291, Rye, New York 10580.
40. The check was endorsed by Compliance HIW and deposited by Compliance HIW on March 3, 2020. The check was deposited into Compliance HIW’s business checking account ending in 1549, of which Kolenda is a signatory and listed as business manager.
41. Due to the spread of COVID-19, the fishing tournament was canceled.
42. Producer KW notified Respondents of the cancellation on April 23, 2020.
43. Producer KW requested a full refund of the premium and Respondents initially indicated a refund may be possible.

44. Despite multiple refund requests and communication attempts, Respondents became unresponsive. Respondents did not provide a premium refund nor did they notify Producer KW of any definitive claim determination.

45. Producer KW primarily communicated for Respondents' representative who identified himself as "Bob." "Bob" refused to disclose his last name. Penrose is listed as the HIW representative on the insurance contract.

46. A Division investigator sent Respondents a request for information, dated July 15, 2020, by certified mail, electronic mail, and fax. The Division's letter included requests for information regarding complaints, employees, licensing status, and copies of policy applications and contracts. No response was received.

47. Respondents have not denied that they have and are selling and soliciting insurance business to Iowa consumers through their website. The Respondents' website has a nationwide reach and there is no language or disclaimer on the website to indicate that Respondents' products and services are not offered or sold in Iowa.

48. The exact number of solicitations and sales of prize indemnity insurance contracts is currently unknown, but includes at least the two solicitations to Iowa residents identified above and Respondents' website has been operational, with "Iowa" an option to select for applicable state since at least 2014.

49. The Division has not approved the products offered and sold by Respondents and Respondents have never submitted any product filings with the Division for approval.

Other State Administrative Actions

50. On September 20, 2001, the Connecticut Insurance Department issued a cease and desist order ("Connecticut 2001 Order") against Golf Marketing Worldwide, LLC and Kevin Kolenda

for acting as an insurer and transacting in the business of insurance without a license. The Connecticut 2001 Order is attached as Attachment A and incorporated herein by reference.

51. On December 18, 2003, the North Carolina Department of Insurance issued a cease and desist order (“North Carolina Order”) against Golf Marketing, LLC, dba Golf Marketing Company, dba Golf Marketing, Inc., and Kevin Kolenda. The North Carolina Order is attached as Attachment B and incorporated herein by reference.

52. The North Carolina Order found that Kolenda, as the individual in control of GMW’s business affairs, was liable for all of GMW’s activities and that the parties transacted in the business of insurance in North Carolina without a certificate of authority. The North Carolina Order included a \$10,000.00 fine which was not paid, and subsequently, an additional \$10,000.00 fine was imposed for violating the order.

53. The Washington State Office of the Insurance Commissioner issued a Cease and Desist Order (“Washington 2004 Order”) against Golf Marketing Worldwide, LLC, Kevin Kolenda, Andrew Lambie, Shannon Leahan, Roy Feldman, Craig Meyers, and Dawn Frank on February 6, 2004. The Washington 2004 Order is attached as Attachment C and incorporated herein by reference.

54. The Washington 2004 Order found that the parties solicited residents to apply for insurance through the website www.hole-in-won.com and sold prize indemnity insurance without being authorized to act as an insurer or licensed as insurance producers.

55. The Massachusetts Division of Insurance issued a summary decision (“Massachusetts Order”) against Golf Marketing Worldwide, LLC and Kevin Kolenda on February 27, 2006. The Massachusetts Order is attached as Attachment D and incorporated herein by reference.

56. The Massachusetts Order found the parties engaged in the unauthorized sale of insurance, incorrectly represented themselves as being properly licensed, and engaging in unfair and deceptive practices by offering and selling thirty-one unapproved insurance contracts guaranteeing prizes for contest events without being properly licensed. The Massachusetts Order imposed a fine of \$31,000.00.

57. On June 12, 2006, the Oregon Department of Consumer and Business Services Insurance Division issued a cease and desist order (“Oregon Order”) against Golf Marketing Worldwide, LLC. The Oregon C&D is attached as Attachment E and incorporated herein by reference.

58. The Oregon Order found that Golf Marketing Worldwide, LLC conducted and transacted insurance as an insurer in Oregon without being licensed as an insurer by receiving applications for insurance, premium or other consideration, and issuing policies for prize indemnity insurance.

59. The Nevada Commissioner of Insurance issued Findings of Fact, Conclusions of Law, and Order on January 5, 2007 against Golf Marketing, Inc., Golf Marketing, LLC, Golf Marketing Worldwide, LLC, and Kevin Kolenda. The Nevada order found that the parties had engaged in unlicensed activity and were ordered to pay \$13,000.00 in administrative fines.

60. On July 24, 2008, the Washington State Office of the Insurance Commissioner issued a Final Findings of Fact, Conclusions of Law, and Order on Hearing against Golf Marketing Worldwide, LLC, Golf Marketing, Golf Marketing Inc., Hole-in-Won.com, Hole-in-Won.com Worldwide, Golf Marketing, LLC, Kevin Kolenda, Tim Kirchhof, and all officers, directors, trustees, agents, employees, and affiliates. The Washington 2008 Order is attached as Attachment F and incorporated herein by reference.

61. The Washington 2008 Order found that the entities engaged in the solicitation and business of insurance in every state without being licensed or authorized to transact insurance in Washington, or any state; the individual parties solicited and sold unauthorized insurance without being licensed as insurance producers; and the parties violated the Washington 2004 Order by continuing to solicit and transact unauthorized insurance despite being ordered to cease and desist. The Washington 2008 Order imposed a fine of \$125,000.00.

62. On December 29, 2008, the Connecticut Insurance Department issued a default judgment (“Connecticut 2008 Order”) against Golf Marketing Worldwide, LLC, Hole-in-Won Worldwide, and Kevin Kolenda, finding that the parties had been conducting the business of insurance in violation of the 2001 cease and desist order and were fined \$5,985,000.00. The Connecticut 2008 Order is attached as Attachment G and incorporated herein by reference.

63. On January 8, 2010 the Virginia State Corporation Commission entered an order (“Virginia Order” against Hole-in-Won.com, LLC d/b/a Hole-in-Won.com, Golf Marketing Worldwide, LLC d/b/a Golf Marketing, LLC, Kevin Kolenda, and Tim Kirchoff. The Virginia Order is attached as Attachment H and incorporated herein by reference. The Virginia order enjoined the parties from transacting in the business of insurance in Virginia for allegedly selling hole-in-won insurance coverage in Virginia without being properly licensed.

64. On August 27, 2012, Minnesota Commissioner of Commerce issued a Cease and Desist Order (“Minnesota Order”) against Hole-in-Won.com, Kevin Kolenda, and Amanda Penrose. The Minnesota Order is attached as Attachment I and incorporated herein by reference.

65. The Minnesota Order found that HIW, Kolenda, and Penrose engaged in the business of insurance in Minnesota without being licensed and without obtaining a certificate of authority from the Department of Commerce. The Minnesota Commissioner issued a final Findings of

Fact, Conclusions of Law, and Order on March 11, 2013 barring the parties from seeking a license or certificate of authority to transact the business of insurance in Minnesota for at least two years and ordered a civil penalty of \$10,000.00. The final order is attached as Attachment IA and incorporated herein by reference.

66. On May 12, 2015 the California Department of Insurance issued a cease and desist order (“California Order”) against Kevin Kolenda and Hole in Won, LLC, a.k.a. Hole-in-Won.com Worldwide. The California Order is attached as Attachment J and incorporated herein by reference.

67. The state of Arkansas Insurance Department issued an Amended Cease and Desist Order (“Arkansas Order”) against Hole-in-Won.com, Hole-in-Won.com Worldwide, Golf Marketing Worldwide, Kevin Kolenda, and Amanda Penrose on March 21, 2018. The Arkansas Order is attached as Attachment K and incorporated herein by reference.

68. The Arkansas Order found that the parties offered insurance through a website without being properly licensed to sell, solicit, or consult on anything regarding the sale of insurance in Arkansas.

69. According to a former employee of Kolenda, on numerous occasions, Kolenda stated that he would not abide by cease and desist orders issued by numerous states.

Criminal Actions

70. On or about June 11, 2009, Kolenda was charged in Connecticut with felonies for racketeering, two counts of second-degree larceny, three counts of third-degree larceny, and fifth-degree larceny resulting from his failure to pay contest prize awards pursuant to insurance contracts. Kolenda was also charged for acting as an insurer or producer without a license.

Kolenda pleaded no contest to first-degree larceny and attempt to commit third-degree larceny and was sentenced to two-years in jail, suspended, and three years probation.

71. On or about May 2012, Kolenda was charged with felony insurance fraud and misdemeanor offense for acting as an insurance producer without a license in the state of Montana. On or about November 14, 2013 Kolenda pleaded guilty to acting as an insurance producer without a license, a misdemeanor, and was ordered to pay \$10,000.00 in restitution and \$185.00 in other costs.

72. In 2012, Kolenda was charged in Washington's King County Superior Court for engaging in an unauthorized insurance transaction and theft in the first-degree. On or about October 2013, Kolenda pleaded guilty to two counts of engaging in insurance transactions without a license and first-degree theft for failing to pay contest prize awards, all three counts were felony convictions. Kolenda was sentenced to 86 days in jail, time served, and ordered to pay restitution in the amount of \$15,000.00.

73. Merely a few years later, Kolenda was once again criminally charged in the state of Washington for engaging in similar practices. In 2016, Kolenda was charged in the Superior Court of Washington for King County for seven felonies relating to the sale of insurance through the website, www.hole-in-won.com, without an insurance license and for first-degree theft.

74. Kolenda pleaded guilty to two felony counts and was sentenced on December 29, 2016 to fifteen months in prison and payment of restitution, costs, and fees in the amount of \$25,534.00.

III. CONCLUSIONS OF LAW

COUNT ONE Unauthorized Insurer

75. Iowa Code § 507A.3 defines an insurer to include "all corporations, associations, partnerships, and individuals engaged in the business of insurance."

76. Under Iowa Code § 507A.5, a person or insurer is prohibited from “directly or indirectly performing any of the acts of doing an insurance business” without authorization.

77. Under Iowa Code § 507A.3(1), an unauthorized insurer is doing an insurance business if it does any of the following acts: making of or proposing to make, as an insurer, and insurance contract; receiving any application for insurance; receiving any premiums or other consideration for insurance; issuance or delivery of contracts of insurance to Iowa residents or entities; any transaction of business relating to insurance; and doing or proposing to do any insurance business that is substantively equivalent to the items identified in 507A.3(1) in a manner that evades Iowa insurance laws.

78. Furthermore, under Iowa Code § 507A.3, these acts of doing an insurance business can be effectuated by mail or otherwise and the venue is where the act takes effect.

79. Respondents have never held a certificate of authority to conduct insurance in this state.

80. Respondents acted as an insurer and transacted in the business of insurance in this state without first obtaining a certificate of authority by soliciting applications for contracts of insurance through the internet, issuing and delivering insurance contracts to residents or businesses in this state, negotiating contract terms and conditions, accepting premium or other consideration for insurance, and representing themselves as a provider of prize indemnity insurance.

81. Throughout the past approximately twenty years, Respondents have been subject to numerous state actions for offering and selling prize indemnity insurance without be authorized or licensed to do so. Despite knowing or having reason to believe that Respondents were required to obtain certificates of authority or licenses before offering and selling their products,

Respondents flagrantly disregarded state insurance laws and continued to market, offer, and sell prize indemnity insurance contracts on a national basis through their website.

82. Under Iowa Code § 507A.10(2)(a), the Commissioner may issue a summary cease and desist order or take other necessary affirmative action when the Commissioner determines that a person or insurer has engaged, is engaging, or is about to engage in any act or practice that is a violation of Iowa Code chapter 507A.

83. Respondents' acts and practices have been in violation of Iowa Code §§ 507A subjecting Respondents to an order requiring Respondents to cease and desist from engaging in such acts or practices and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 507A.10 and 505.8.

COUNT TWO
Unlicensed Producers and Unfair Trade Practices

84. Under Iowa Code § 522B.2(1), an individual or business entity must be licensed as an insurance producer in a line of business in order to sell, solicit, or negotiate insurance in Iowa for that specific line of business.

85. Iowa Code § 522B.11(1)(b) and (h) provides the Commissioner discretion to suspend, revoke, or refuse to issue an insurance producer license and levy civil penalties for enumerating reasons including: violating any insurance laws, or violating any regulation, subpoena, or order of the commissioner or of a commissioner of another state and using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this state or elsewhere.

86. The unlicensed activities and disqualifying conduct articulated in Iowa Code § 522B.11(1)(b) and (h) violate public policy, are likely to cause substantial harm to consumers, and constitute unfair or deceptive acts or practices in violation of Iowa Code § 507B.3.

87. Under Iowa Administrative Code rule 191—10.20(3), any company or company representative who aids and abets an unlicensed person in selling, soliciting, or negotiating insurance “shall be deemed to be in violation of Iowa Code section 522B.2 and subject to the penalties provided in Iowa Code section 522B.17.”

88. Respondents are not and have never been licensed as individual or a business entity producer in the state of Iowa.

89. Respondents have, are, or about to sell, solicit, or negotiate insurance in the state of Iowa.

90. Respondents transact in the business of insurance in this state by soliciting applications for contracts of insurance through the internet.

91. Respondents aided and abetted Kolenda, Penrose, and potentially other unlicensed employees to sell, solicit, and negotiate insurance while unlicensed.

92. Respondents violated state of Iowa insurance laws and orders of commissioners of other states by continuing to offer and sell prize indemnity contracts despite orders to cease and desist engaging in such behavior.

93. Kolenda demonstrated a flagrant disregard of other state commissioners’ orders to cease and desist when he told an employee that he would not abide by the orders but would instead continue conducting his prohibited practices.

94. Respondents used fraudulent, coercive, or dishonest practices, or demonstrated incompetence or untrustworthiness in this state by holding themselves out as an authorized insurance company and licensed insurance producers, engaging in the business of insurance without holding a certificate of authority or license, issuing contracts not submitted to or approved by the Division, failing to cover properly submitted claims, failing to provide a refund or explanation for denial of refund, and failure to communicate with policyholders.

95. Respondents used fraudulent, coercive, or dishonest practices, or demonstrated incompetence or untrustworthiness in other states for the same or substantially similar conduct.

96. Respondents' acts and practices have been in violation of Iowa Code §§ 507A, 507B, 522B.2(1), 522B.11(1)(b) and (h), and Iowa Administrative Code rule 191—10.20(3) subjecting Respondents to an order requiring Respondents to cease and desist from engaging in such acts or practices and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 507A.5, 507A.10, 507B.6A, 522B.2, and 522B.17.

IV. POLICY REASONS

97. It is contrary to public interest to permit Respondents to engage in the business of insurance in this state without being properly licensed. The purpose of the Iowa Unauthorized Insurers Act, as stated in Iowa Code § 507A.2, is in part, to protect residents of this state

against acts by persons and insurers not authorized to do an insurance business in this state, by the maintenance of fair and honest insurance markets, by protecting the premium tax revenues of this state, by protecting authorized persons and insurers which are subject to regulation from unfair competition by unauthorized persons and insurers, and by protecting against the evasion of the insurance regulatory laws of this state.

98. Respondents have a history of engaging in acts and practices that are harmful to consumers in various states. These acts include, but are not limited to, the following: issuing insurance contracts that were not approved by state regulators; failing to cover properly submitted claims; collecting premium payments or other consideration; holding themselves out as being licensed in states where they are not licensed to engage in the business of insurance; and failing to comply with cease and desist orders.

99. Respondents have engaged, are engaging, or are about to engage in any or all of these harmful acts in this state.

100. Respondents' aforementioned actions are contrary to the public interest and safety and constitute an immediate danger to the public.

101. It is in the public interest and safety, and in furtherance of the consumer protection laws of this state, for the Commissioner to issue a summary cease and desist order prohibiting Respondents from engaging in such practices in this state.

V. ORDER

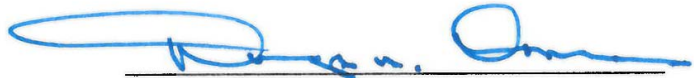
WHEREFORE, IT IS ORDERED pursuant to the powers granted to the Commissioner of Insurance by Iowa Code chapters 505, 507A, 507B, and 522B:

- A. Respondents, pursuant to Iowa Code §§ 507A.10 and 507B.6A, shall immediately cease and desist acting as an insurer or insurance producer without being licensed in this state or obtaining a certificate of authority and shall immediately cease and desist performing any other act or practice recognized as the doing of an insurance business in the state of Iowa;
- B. Respondents shall continue to service any existing contracts for any claims that have or may arise under said contracts;
- C. Respondents are jointly and severally liable and shall pay restitution to the state of Iowa in the amount of \$2,930.00 within 30 days of this Order. Payment shall be made payable to the Iowa Insurance Division, to be credited to the Settlement Fund, pursuant to Iowa Code § 505.8;
- D. Respondents are jointly and severally liable and shall pay a civil penalty to the state of Iowa in the amount of \$35,000.00 within 30 days of this Order, 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, 507A, and 507B;

- E. Respondents are jointly and severally liable and shall pay costs of investigation and proceeding to the state of Iowa in the amount of \$3,415.00 within 30 days of this Order pursuant to Iowa Code § 505.8. Payments 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.
- F. Respondents are banned from applying for an insurance producer license or insurer certificate of authority in the state of Iowa; and
- G. Respondents shall immediately add a prominent disclosure and disclaimer to website www.hole-in-won.com, or any website that markets Respondents' services or insurance products, that any contracts offered by Respondents are not available for sale to Iowa residents or for events conducted within the state of Iowa.

SO ORDERED on the 9th day of October, 2020.



DOUGLAS M. OMMEN
Iowa Insurance Commissioner

NOTICE OF RIGHT TO REQUEST HEARING

YOU ARE NOTIFIED that you may request a contested case proceeding and a hearing on this matter within thirty (30) days from the date that the order is issued according to Iowa Code § 507A.10. This request must be in writing and sent to the attention of the Enforcement Bureau, Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315.

If requested, a notice of the hearing shall be prepared by the Division and shall be issued no later than thirty (30) days from the date of receipt of a timely request for a contested case proceeding and hearing. The resulting hearing will be held in accordance with Iowa Administrative Code Chapter 191—3.

NOTICE OF FINAL ORDER AND FAILURE TO REQUEST A HEARING

If you fail to request a hearing within thirty (30) days of the date of this Cease and Desist Order, the Order shall become final by operation of law and shall be enforceable by the Commissioner of Insurance in an administrative or court proceeding.

**NOTICE OF EXHAUSTION OF ADMINISTRATIVE REMEDIES AND RIGHT TO
SEEK JUDICIAL REVIEW**

The failure to request a hearing may constitute a failure to exhaust your administrative remedies and limit the issues subject to judicial review. You may seek judicial review of this Order pursuant to Iowa Code Chapter 17A after the Order becomes final.

NOTICE OF PENALTIES FOR VIOLATION OF THIS ORDER

YOU ARE NOTIFIED that acting as an insurance producer, as defined in Iowa Code Chapter 522B, without proper licensure, is a felony under Iowa Code § 507A.10, subjecting you to punishment of imprisonment, jail, fines, or any combination of custody and fines.

YOU ARE NOTIFIED that an insurer who willfully violates this Order, 507A, or any rule issued under 507A may be guilty of a felony under Iowa Code § 507A.10.

YOU ARE NOTIFIED that a person or insurer who violates this Order shall be deemed in contempt of this Order. 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 OF IMPACT OF FINAL ORDER

A final Cease and Desist Order may adversely affect existing business or professional licenses and may result in license revocation or disciplinary action.

Further notice is given that the Iowa Insurance Division may review this Cease and Desist Order for a potential 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.

Copy to:

Golf Marketing
Radcliffe House, Radcliffe Street,
St. Johns Antigua Barbuda, 06820

HIW, Kevin Kolenda, and Amanda Penrose
222 Purchase Street, #291,
Rye, New York 10580

Compliance HIW
1032 15th Street, Suite 380,
Washington, DC 20005

RESPONDENTS

Secretary of State

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing instrument was delivered to the Secretary of State to be forwarded by certified mail to all parties to the above cause, or their attorney, at their respective last-known addresses disclosed on the pleadings on October 9, 2020. The undersigned further states that the foregoing instrument was served upon to the above cause at their respective addresses disclosed on the pleadings on October 9, 2020.

By: () First Class Mail () Personal Service
() Restricted certified mail, return receipt () Email, by consent
() Certified mail, return receipt () ~~Secretary of State via email~~

/s/ Hilary Foster