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**BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF CALIFORNIA**

In the Matter of the Licenses and Licensing
Rights of:
GO MAPS, INC. DBA GO MOBILE
INSURANCE AGENCY,

Respondent.

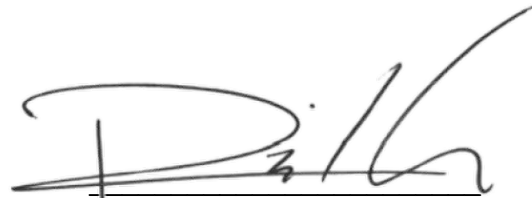
File No. DISP-2022-00050

**ORDER ADOPTING
STIPULATION AND WAIVER**

The attached Stipulation and Waiver is hereby adopted as the Order of the Insurance
Commissioner of the State of California.

This Order shall be effective immediately.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed it by this official seal,
this 28th day of September, 2023.



RICARDO LARA
Insurance Commissioner

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**BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF CALIFORNIA**

In the Matter of the Licenses and Licensing Rights of:

GO MAPS, INC. DBA GO MOBILE INSURANCE AGENCY,

Respondent.

File No. DISP-2022-00050

STIPULATION AND WAIVER

TO THE CALIFORNIA DEPARTMENT OF INSURANCE:

Respondent Go Maps, Inc. hereby enters this Stipulation and Waiver and stipulates:

WAIVER OF PROCEDURAL RIGHTS

1. Respondent has received a copy of the First Amended Accusation and Notice of Order to Show Cause, Notice of Penalties, and Notice of Hearing (OSC) in the above-captioned matter. Respondent also received the Statement to Respondent and a form titled “Notice of Defense” in the above-captioned matter.

2. Respondent neither admits nor denies the allegations contained in the OSC and Respondent’s decision to enter into this Stipulation and Waiver shall not be construed as an admission of liability, nor shall this Stipulation and Waiver be considered a finding of any facts alleged in the OSC. Respondent acknowledges that if the allegations contained within the OSC are proven true, they are grounds for the Insurance Commissioner to revoke Respondent’s licenses and licensing rights under the Insurance Code sections referred to in the OSC.

3. Respondent hereby waives the right to a hearing and all other rights afforded under the California Administrative Procedure Act (Government Code sections 11500-11528), the California Insurance Code, any other law or regulation, the California Constitution, and the United States Constitution.

SURRENDER OF LICENSE

4. Respondent desires to resolve this matter and to surrender all licenses and licensing rights. All licenses and licensing rights under which Respondent may transact insurance

1 in the State of California shall be deemed voluntarily surrendered as of **September 29, 2023**.

2 5. Respondent acknowledges and agrees that, upon surrender of Respondent's
3 licenses and licensing rights in California, Respondent shall not engage in any activity that could
4 be construed as transacting insurance; shall not permit any agent, employee, or entity to engage in
5 the unauthorized transaction of insurance; and/nor aid nor abet any agent, employee, or entity in
6 the unauthorized transaction of insurance. California Insurance Code Section 35 defines:

7 "Transact" as applied to insurance includes any of the
8 following:

- 9 (a) Solicitation.
- 10 (b) Negotiations preliminary to execution.
- 11 (c) Execution of a contract of insurance.
- 12 (d) Transaction of matters subsequent to execution of the
13 contract and arising out of it.

14 6. After the surrender of Respondent's licenses, Respondent shall be barred from
15 applying for or holding any license or registration issued by the Insurance Commissioner until
16 **September 29, 2024**.

17 **PENALTY AND COSTS**

18 7. Respondent shall pay a \$150,000 fine to the Department.

- 19 (a) The amount of \$75,000 shall be paid on or before **September 29, 2023**, in
20 compliance with the Department's payment instructions.
- 21 (b) The remaining \$75,000 of the fine shall be stayed if Respondent complies with
22 paragraphs 10 through 11. If Respondent fails to comply, Respondent shall pay
23 the remaining \$75,000. This portion of the penalty shall be paid within 30 days of
24 Respondent's failure to comply. That payment shall be made in accordance with
25 the Department's payment instructions.

26 8. Respondent shall also pay \$50,000 to reimburse the Department for its costs in
27 examining Respondent's conduct in this matter. That payment shall be made in accordance with
28 the instructions on a Department invoice that Respondent will receive following the
Commissioner's approval of this Stipulation and Waiver. The amount of \$50,000 shall be paid on
or before **September 29, 2023**.

- 1 iii. License number and state
- 2 iv. License issue and expiration dates
- 3 v. License experience
- 4 vi. Violations and/or accident history
- 5 vii. CDL Information, if applicable
- 6 viii. Driving experience
- 7 ix. Driving/accident points
- 8 (d) Vehicle information:
- 9 i. Year/ make/ model
- 10 ii. VIN
- 11 iii. Coverages
- 12 iv. Photos
- 13 v. Confirm insurable interest
- 14 vi. Radius/ mileage
- 15 vii. Type of use/ occupation
- 16 viii. Loss payee information
- 17 (e) Policy Documentation such as
- 18 i. Renewal Notices
- 19 ii. Renewal Applications
- 20 iii. Third Party Data such as MVR reports, etc.
- 21 (f) Loss Details for Claims
- 22 i. Policy Number
- 23 ii. Driver
- 24 iii. Claimant
- 25 iv. Loss Type
- 26 v. Litigation Indicator
- 27 vi. Date of Loss
- 28 vii. Report Date

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- viii. Date Closed
- ix. Status
- x. Paid Loss (Split between Indemnity and Expense)
- xi. Reserve Amount (Split between Indemnity and Expense)

11. The information mentioned in paragraph 10 above shall be produced in a Microsoft Excel spreadsheet. The spreadsheet shall be emailed to Tiffani.Toy@insurance.ca.gov on or before **September 29, 2023**.

12. Failure to comply with paragraphs 10 and 11 shall result in the revocation of Respondent’s licenses and licensing rights without further notice or hearing.

OTHER MATTERS

13. This Stipulation and Waiver is made in good faith and this Stipulation and Waiver, and Respondent’s compliance herewith, fully resolves all issues, charges, and claims set forth in the OSC.

14. The Insurance Commissioner retains jurisdiction to ensure that Respondent complies with the terms of this Stipulation and Waiver. Nothing contained in this Stipulation and Waiver shall prevent the Insurance Commissioner from taking action at any time to enforce this Stipulation and Waiver if the Insurance Commissioner believes that Respondent is not in compliance with its terms and conditions. Failure to comply with the terms and conditions of this Stipulation and Waiver will, at the Insurance Commissioner’s discretion, be grounds to rescind the adoption of this Stipulation and Waiver, and to suspend or revoke Respondent’s licenses and licensing rights under applicable law.

15. Respondent hereby acknowledges that this Stipulation and Waiver and the Order adopting it are public records (Gov. Code, § 11517, subd. (d)), and they will be posted on the Department’s website as required by Insurance Code section 12968.

16. This Stipulation and Waiver does not limit nor waive the Insurance Commissioner’s authority to bring further disciplinary action against Respondent for violations not specified in the OSC or this Stipulation and Waiver, whether such violations occurred before or after the effective date of the Order adopting this Stipulation and Waiver.

1 17. The terms of this Stipulation and Waiver apply only for the purposes of the above-
2 captioned matter. This Stipulation and Waiver does not settle, waive, release, limit, nor prohibit
3 administrative, civil, or criminal investigations and actions against Respondent involving matters
4 alleged in or arising out of the allegations in the OSC that have been or may be commenced by
5 any entity other than the Department. By entering into this Stipulation and Waiver, Respondent
6 does not waive nor limit any defense that might otherwise apply in such an investigation or
7 action.

8 18. Respondent acknowledges the opportunity to confer with counsel. Respondent
9 freely and voluntarily executes this Stipulation and Waiver with a full realization of the legal
10 rights set forth in the Statement to Respondent.

11 19. Respondent acknowledges that Insurance Code section 12921 requires the
12 Insurance Commissioner to approve the final settlement of this matter. Both the settlement terms
13 and conditions contained in this Stipulation and Waiver and the acceptance of those terms and
14 conditions are contingent upon the Insurance Commissioner's approval.

15 20. The undersigned, on behalf of Respondent, certifies that a person duly authorized
16 to act on Respondent's behalf has read and understands all of the provisions of this Stipulation
17 and Waiver and has been given a full opportunity to ask questions about it; that Respondent has
18 agreed to this Stipulation and Waiver's provisions voluntarily; and that no offer, threat,
19 inducement, or promise of any kind, other than the terms set forth in this Stipulation and Waiver
20 and the prospect of avoiding the issuance of a complaint, has been made to induce Respondent to
21 submit this Stipulation and Waiver.

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Respondent executes this Stipulation and Waiver at _____,

(city)

_____, on the _____ day of _____ September 13, 2023, 2023.

(state)

(month)

DocuSigned by:

Kevin Pomplun

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GO MAPS, INC.

Respondent

Print Name: Kevin Pomplun

Title: President & CEO

Reviewed by:

KARA BAYSINGER, ESQ.
Willkie Farr & Gallagher LLP
Attorney for Respondent