

No. **2026-9775**

**Official Order
of the
Texas Commissioner of Insurance**

Date: 01/30/2026

Subject Considered:

Texas Department of Insurance

v.

Jennifer Venegas

SOAH Docket No. 454-25-10802.C

General Remarks and Official Action Taken:

The subject of this order is the enforcement action concerning Jennifer Venegas on the basis of allegations that she misappropriated or withheld money belonging to an insurer and engaged in dishonest acts. This order revokes Ms. Venegas's general lines agent license with property and casualty and life, accident, health, and HMO qualifications.

Background

After proper notice was given, the above-styled case was heard by an administrative law judge for the State Office of Administrative Hearings. The administrative law judge made and filed a proposal for decision containing a recommendation that the Texas Department of Insurance (TDI) revoke Ms. Venegas's license. A copy of the proposal for decision is attached as Exhibit A.

Ms. Venegas filed exceptions to the administrative law judge's proposal for decision. TDI Enforcement staff filed a reply to the exceptions.

In response to the exceptions, the administrative law judge did not recommend revising the proposal for decision. A copy of the administrative law judge's response to exceptions is attached as Exhibit B.

2026-9775

COMMISSIONER'S ORDER
TDI v. Jennifer Venegas
SOAH Docket No. 454-25-10802.C
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Findings of Fact

The proposed findings of fact contained in Exhibit A are adopted and incorporated by reference into this order.

Conclusions of Law

The proposed conclusions of law contained in Exhibit A are adopted and incorporated by reference into this order.

Order

It is ordered that Ms. Venegas's general lines agent license with property and casualty and life, accident, health, and HMO qualifications is revoked.

Signed by:

FC5D7EDDFEBB4E8...
Cassie Brown
Commissioner of Insurance

Recommended and reviewed by:

Signed by:

5DAC5618BBC74D4...
Jessica Barta, General Counsel

Signed by:

27ADF3DA5BAF4B7...
Justin Beam, Chief Clerk

**BEFORE THE
STATE OFFICE OF ADMINISTRATIVE
HEARINGS**

**TEXAS DEPARTMENT OF INSURANCE,
PETITIONER**

v.

**JENNIFER VENEGAS,
RESPONDENT**

PROPOSAL FOR DECISION

The staff (Staff) of the Texas Department of Insurance (Department) seeks to revoke the general lines agent license (with a property and casualty qualification) held by Jennifer Venegas (Respondent) based on an allegation that she failed to remit to Old Republic Insurance Company and Old Republic Surety Company (collectively Old Republic) insurance premiums she collected from Old Republic policy holders. The Administrative Law Judge (ALJ) finds that Staff established that Respondent misappropriated or withheld money belonging to an insurer and engaged in dishonest

acts. Based on the evidence presented the ALJ recommends that the Department revoke Respondent's license.

I. NOTICE, JURISDICTION, AND PROCEDURAL HISTORY

Notice and jurisdiction were not disputed and are set out in the Findings of Fact and Conclusions of Law.

The hearing on the merits was held via Zoom videoconference on August 26, 2025, before ALJ Michelle Kallas with the State Office of Administrative Hearings (SOAH). Staff appeared and was represented by Staff Attorney Kaycee Crisp. Respondent appeared and was represented by Attorney Jose Flores. The hearing concluded that day, and the record closed on September 12, 2025, upon the filing of the transcript and admitted exhibits.

II. APPLICABLE LAW

The Texas Insurance Code (Code) authorizes the Department to regulate the business of insurance in Texas and to take disciplinary action against agents who violate the law or rules related to insurance.¹ In particular, the Department may take disciplinary action under Code section 4005.101 against an agent license holder who has misappropriated, converted to the license holder's own use, or illegally withheld

¹ Tex. Ins. Code §§ 31.002(1), (3), 4005.102.

money belonging to an insurer² or who has engaged in fraudulent or dishonest acts or practices.³

The Department may, among other things, suspend or revoke a license, assess an administrative penalty, or reprimand a license holder.⁴ The Department has the burden of proof in this proceeding.⁵ The standard of proof is by the preponderance of the evidence.⁶

III. EVIDENCE

At the hearing on the merits, Staff presented testimony from two witnesses and had eight exhibits admitted into evidence.⁷ Respondent testified on her own behalf and had eight exhibits admitted into evidence.⁸

A. BACKGROUND

Respondent holds a general lines agent license (License No. 2240191) with a property and casualty qualification issued by the Department on October 27, 2017.⁹

² Tex. Ins. Code § 4005.101(b)(4)(A).

³ Tex. Ins. Code § 4005.101(b)(5).

⁴ Tex. Ins. Code §§ 82.051, 4005.102(2), (4), (5).

⁵ 1 Tex. Admin. Code § 155.427.

⁶ *Granek v. Tex. State Bd. of Med. Exam'rs*, 172 S.W.3d 761, 777 (Tex. App.—Austin 2005, no pet.) (standard of proof in agency factual determinations is preponderance of the evidence).

⁷ TDI Exs. 1-8. All of Staff's exhibits were admitted without objection from Respondent.

⁸ Resp. Exs. A-H. All of Respondent's exhibits were admitted without objection from Staff.

⁹ TDI Ex. 2 at 14.

The following February, she began operating under the company alias Texas Insurance Depot.¹⁰ Effective October 8, 2019, Respondent began her appointment as an agent to sell products for Old Republic.¹¹ Four years later, in November 2023, Respondent received a warning letter from the Department regarding an unrelated complaint filed against Respondent, wherein the Department notified her that fraud and dishonest acts could lead to discipline, including revocation, and that the letter could be used in determining sanctions in future discipline.¹² On March 29, 2024, Old Republic cancelled her appointment for cause and subsequently filed a complaint against Respondent with the Department when Respondent failed to timely remit premium payments due to Old Republic.¹³

B. TESTIMONY OF JAIME ECKL¹⁴

Ms. Eckl, an accounting specialist with Old Republic, was responsible for processing payments Old Republic received from insurance agents. In this role, she had occasion to interact with Respondent when she sent Respondent past-due notices and communicated with Respondent, by email, to discuss payment plans.

According to Ms. Eckl, Respondent, under the business alias Texas Insurance Depot, was an insurance agent under contract with Old Republic to

¹⁰ TDI Ex. 2 at 20.

¹¹ TDI Ex. 2 at 17.

¹² TDI Ex. 3.

¹³ TDI Exs. 2 at 17, 4 at 28.

¹⁴ The following is a summary of Ms. Eckl's testimony.

sell surety bonds (bonds) on its behalf. She explained that a “surety bond” is a guarantee between two parties that the parties will uphold a contract. Respondent sold the bonds to her clients and was then required to submit the surety bond premiums to Old Republic. Premiums on any bonds cancelled would not be due from Respondent. Per agent agreements with Old Republic, once an agent receives a bill from Old Republic, the agent has 45 days to dispute premium charges on the bill and seek any corrections. Old Republic considers a bond premium past due if an agent fails to pay within 45 days of being billed.

Ms. Eckl testified that Respondent had a past-due balance on 75 outstanding bond premiums owed to Old Republic, some dating back to 2022. Her last premium payment was in January 2023. In February and March 2023, Old Republic notified Respondent that she was in violation of her agent agreement, that premiums were past due, and that, if payment were not received, the bonds would be cancelled.¹⁵ According to Ms. Eckl, if the bonds were cancelled, Respondent’s clients would be placed at risk of losing the guarantee covering their contracts.

Ms. Eckl described the email communications regarding Respondent’s past-due balance with Old Republic. On November 8, 2023, Respondent reached out to Ms. Eckl and requested a payment plan, consisting of three payments, in order to reconcile the past-due balance.¹⁶ On December 5, 2023, Ms. Eckl contacted to Sharyl Markovits, a regional vice president with Old Republic,¹⁷ regarding the

¹⁵ TDI Ex. 4 at 156-7.

¹⁶ TDI Ex. 4 at 42-3.

¹⁷ Ms. Markovits was responsible for the area wherein Respondent conducted business.

growing past-due balance Respondent owed Old Republic and her failure to make payments under the November 8 payment plan.¹⁸ As a result, on January 4, 2024, Ms. Markovits reached out to Respondent and informed her that she was past due to the amount of \$5,136.30 and that, due to the non-payment, her ability to sell bonds was suspended.¹⁹ In order to regain access to sell bonds, Respondent was required to make a payment within seven days. Ms. Markovits also advised Respondent that Old Republic would make a complaint to the Department if payment was not received.

According to Ms. Eckl, Respondent was given an extension until January 17, 2024, to make a payment. On January 18, 2024, Respondent again requested a payment plan and apologized for not making the payment.²⁰ Respondent provided no explanation for her non-payment. Ms. Markovits agreed to the payment plan provided Respondent made a \$1,000 payment by end of business the following day.²¹ Respondent then reached out to Ms. Markovits and requested that Old Republic draft her business bank account. Ms. Markovits informed Respondent that Old Republic does not draft bank accounts, and that she needed to use the online portal.²² According to Ms. Eckl, Old Republic agents are made aware when signing their agent agreement that bank accounts will not be drafted and that payment must be made through the portal or by check. As of January 30, 2024, Respondent still had

¹⁸ TDI Ex. 4 at 42-3.

¹⁹ TDI Ex. 4 at 42.

²⁰ TDI Ex. 4 at 40-1.

²¹ TDI Ex. 4 at 40.

²² TDI Ex. 4 at 138-9.

not made a payment either through the online portal or by check. Ms. Eckl noted that by this time, she or Ms. Markovits had been communicating with Respondent over her past-due balance for more than a month. During this period, Respondent provided no explanation for the non-payment and did not dispute that the amounts charged were incorrect due to bonds being improperly charged to her or charges for duplicate bonds.

On February 2, 2024, Respondent reached out to Ms. Markovits and indicated that she would pay the balance due in full the following day; however, 12 days later, Old Republic still had not received payment.²³ As a result, Ms. Markovits notified Respondent that her agent agreement would be cancelled and a complaint filed with the Department unless payment in full was received. Respondent contacted Ms. Markovits and claimed that she received an error when trying to make a payment through the online portal.²⁴ Per Ms. Markovits' direction, Ms. Eckl proceeded to work with Respondent on trying to rectify Respondent's online portal issues and told Respondent to reach out with further questions. Ms. Eckl noted that Respondent did log in and change her password, however, no payment was made. Ms. Markovits then informed Respondent that no further extensions would be granted and that, if payment was not received, the agent agreement would be terminated and the Department notified.²⁵ On March 7, 2024, Ms. Eckl provided Respondent with an

²³ TDI Ex. 4 at 37-8.

²⁴ TDI Ex. 35-6. It is unknown from the evidence presented if Respondent was claiming that she received the error on February 15, 2024, or if the error was received on payment attempts she may have made prior to that day.

²⁵ TDI Ex. 4 at 33.

updated billing statement and balance due of \$5,432.70.²⁶ Old Republic did not receive payment and terminated Respondent's agent agreement.²⁷

As a result of the non-payment, in an action rarely taken, Old Republic turned the balance over to a collection agency. According to Ms. Eckl, Respondent, at that time, contested the validity of some of the bonds resulting in five of the 75 bonds being cancelled as duplicates. Ms. Eckl believed that Respondent finally paid the balance due in January 2025. Ms. Eckl noted that, although the balance was collected, Old Republic did not receive the full amount as the collection agency required payment for its services.

C. TESTIMONY OF LEWIS WRIGHT²⁸

Mr. Wright has been with the Department for 19 years. His current role is Administrative Review Liaison between the agent and adjuster licensing office and the Department's enforcement division. In that role, he is involved in any reports of misconduct related to license holders. According to Mr. Wright, the Department is tasked with protecting consumers. He noted that, when granted licensure, agents are expected to be an honest and trustworthy fiduciary for the consumers they serve. As such, the Department may, among other things, revoke the license of any agent who engages in misconduct including the misappropriation or withholding of money from an insurer and/or who engages in dishonest acts.

²⁶ TDI Ex. 4 at 151.

²⁷ According to Ms. Eckl, it was atypical for Old Republic to terminate an agent agreement.

²⁸ The following is a summary of Mr. Wright's testimony.

All licensed agents must report to the Department the insurers with whom they are affiliated, known as an appointment. Mr. Wright noted that Respondent's appointment was cancelled for cause by Old Republic. He explained that "cancelled for cause" is an indication to the Department that the appointment between the agent and the insurer was terminated due to agent misconduct, which may need to be investigated.

According to Mr. Wright, Respondent, in her responses to the Department's inquiries, acknowledged that she kept money due to Old Republic in her bank account instead of paying Old Republic.²⁹ Mr. Wright noted that, while it would have been better from a fiduciary standpoint for the money to be kept in a business account, ultimately the Department would be indifferent where the money was held so long as timely payment to the insurer was made. He raised concerns that, even after being given opportunities to make partial payments, Respondent still failed to timely meet Old Republic's demand for payment of the premiums, creating an opportunity for a lapse in coverage for consumers due to the nonpayment. Mr. Wright acknowledged that Respondent eventually paid the premiums owed but opined that this would not absolve Respondent from facing discipline. In his opinion, Respondent misappropriated money from an insurer and should have her license revoked accordingly.

²⁹ Mr. Wright did not clarify if Respondent held the money in a personal or business bank account.

D. TESTIMONY OF RESPONDENT³⁰

Respondent denied that she was in the habit of not paying her financial obligations. According to Respondent, all the insurers she worked with, except Old Republic, would draft her business account when payment was due. For Old Republic, however, she had to use the payment portal or send a paper check. She claimed that she could not send a check because the payment had to correspond to the bond for which payment was due. She asserted she was a one-person office having to manage all aspects of the business and did not have the time to determine which bonds needed cancellation and which needed to be paid. She explained that the bonds needing cancellation included duplicate bonds and bonds that were not accepted by the entity to whom they were presented. However, Respondent acknowledged that, per her agent agreement with Old Republic, she had 45 days from receipt of the bill to determine any incorrect charges on the bill before payment was due.

Prior to 2022, Respondent did not have any issues reconciling with Old Republic which bonds needed cancellation, and which required payment. Once the corrections were made, she timely made the payments. She admitted that the problems started in 2022. She attributed the problems to not having an assistant while also opening a second location and taking on an agent qualification for life and health insurance. She claimed she always had the money in the business account; she simply did not have time to get the billing and bond reconciliation sorted and make timely payments. She further claimed that she requested a payment plan to make

³⁰ The following is a summary of Respondent's testimony.

weekly payments, which would give her some time to review the status of the bonds to make sure the charges were appropriate before making payments.

As described by Ms. Eckl, Respondent remembered trying to make a payment and receiving an error message. She claimed that she logged into the payment portal and changed her password but did not know why she did not follow through and make the payment. She believed she may have become distracted by a telephone call or customer walking in. Her intent was always to make the payments. She denied holding the money for her personal use. She believed that, by providing Old Republic with her banking information for drafting her bank account, she had provided a means by which Old Republic could access the premium money it was due even though that process was not acceptable under her agent agreement.

IV. ANALYSIS

The Department may discipline a license holder if the Department determines that the license holder has misappropriated, converted to the license holder's own use, or illegally withheld money that belongs to an insurer or an insured.³¹ The Department may also discipline a license holder who engages in fraudulent or dishonest practices.³²

The preponderance of the evidence shows that Respondent collected premium payments from consumers but failed to timely remit the premiums to

³¹ Tex. Ins. Code § 4005.101(b)(4)(A).

³² Tex. Ins. Code § 4005.101(b)(5).

Old Republic. Respondent argued that she simply did not have enough time to go through the billing statements she received from Old Republic before making the payments. The ALJ finds this explanation not credible and unpersuasive to justify her failure to make payments to Old Republic after several demands and accommodations were made by Old Republic. Respondent had 45 days to reconcile the billing statements she received and should have set aside sufficient time to reconcile the billing to ensure timely payment was made to Old Republic. Instead, Respondent simply withheld premium money belonging to the insurer for multiple years, creating a risk that coverage Respondent sold to her clients would be cancelled and placing those clients at a risk of financial loss. Therefore, the ALJ finds that Respondent misappropriated or illegally withheld money belonging to an insurer in violation of Code section 4005.101(b)(4)(A).

Additionally, the ALJ finds that Respondent engaged in dishonest acts with Old Republic in violation of Code section 4005.101(b)(5). Respondent made multiple promises and representations to Old Republic that premium payments would be forthcoming. However, Respondent repeatedly did not follow through with making those payments while also claiming she had the funds to make payment. Over the course of approximately four months, only one payment was allegedly attempted even though Respondent promised Old Republic on at least three occasions that she would send the premium payments. It was not until January 2025, almost a year after Old Republic terminated Respondent's agent agreement and filed a complaint with the Department, that the insurer was able to obtain the premiums from Respondent by way of a collection agency.

Because Staff established that Respondent engaged in conduct for which she can be disciplined, the issue becomes what discipline is appropriate. Under Code section 4005.102, the Department may, among other things, suspend or revoke a license, assess an administrative penalty, or reprimand a license holder. Staff requested that Respondent's license be revoked. The ALJ finds that revocation is appropriate. Respondent was previously warned, following an investigation for a separate complaint, that fraudulent or dishonest acts could result in the revocation of her license. In the present matter, Respondent was dishonest with Old Republic about forthcoming premium payments and withheld some of those payments for more than two years, exposing a multitude of clients to a risk of financial loss. Given the nature of loss exposure to clients and Respondent's inability to provide a justifiable explanation for her failure to pay premiums to Old Republic, absent a collection agency's efforts, revocation of her license is appropriate. In support of that determination, the ALJ proposes the following Findings of Fact and Conclusions of Law.

V. FINDINGS OF FACT

1. Jennifer Venegas (Respondent), License No. 2240191, holds a general lines agent license with a property and casualty qualification issued by the Texas Department of Insurance (Department) on October 27, 2017.
2. Respondent operates under the business alias Texas Insurance Depot.
3. Respondent was the subject of another investigation by the Department wherein she received a warning letter notifying her that acts of fraud and dishonesty may lead to discipline, including the revocation of her license.
4. Effective October 8, 2019, Respondent held an appointment with Old Republic Insurance Company and Old Republic Surety Company

(collectively, Old Republic) to sell Old Republic products to Texas consumers.

5. Respondent sold surety bonds and was responsible for remitting bond premium payments to Old Republic, the insurer for the bonds.
6. Per her agency agreement with Old Republic, Respondent was required to make premium payments through the online payment portal or by check and all billing disputes had to be submitted within 45 days of receiving the bill.
7. Old Republic considered a bill past-due if payment was not received within 45 days of an agent receiving the bill.
8. Prior to 2022, Respondent did not have any issues reconciling her bills and paying Old Republic the premiums that were due.
9. Respondent's last premium payment to Old Republic was in January 2023.
10. In February and March 2023, Old Republic notified Respondent that she was in violation of her agent agreement, as she had a past-due premium balance, and warned Respondent that if payment was not received, the corresponding bonds would be cancelled.
11. As of November 2023, Respondent had a past-due balance on 75 outstanding bond premiums owed to Old Republic, with her last premium payment being made in January 2023. Some of the premiums dated back to 2022.
12. On November 8, 2023, Respondent requested to be placed on a payment plan. Old Republic agreed, but as of December 5, 2023, Respondent had not made any payments.
13. In early January 2024, Old Republic reached out to Respondent and notified her that she had a past-due balance of \$5,136.30 and that if payment was not received her ability to sell any further bonds would be suspended. Respondent was initially provided seven days to make the payment and then given one additional extension to January 17, 2024.
14. On January 18, 2024, Respondent again requested a payment plan and apologized for not making the payments. Respondent did not provide any

explanation for why she had not made any payment and did not dispute any of the bills she had received from Old Republic.

15. After being informed that Old Republic would not draft her bank account, Respondent still failed to make a payment either through the payment portal or by check.
16. On February 4, 2024, Respondent informed Old Republic that she would pay the balance in full the following day.
17. After 12 days, when Respondent had not made any payment, Old Republic informed Respondent that her agent agreement would be terminated, and a complaint would be filed with the Department if payment was not received.
18. Respondent reported receiving an error when attempting to make the payment through the online payment portal. Per instructions from Old Republic, she logged in and changed her password.
19. After changing her password, Respondent did not make a payment and was unsure why she did not follow through with the payment.
20. By March 7, 2024, Respondent's outstanding balance was \$5,432.70.
21. Even though Respondent claims she had the funds in her bank account, Respondent did not make any payments in response to Old Republic's multiple demands.
22. On March 29, 2024, Respondent's appointment with Old Republic was terminated for cause based on Respondent's failure to timely submit premium payments to Old Republic. Old Republic subsequently filed a complaint against Respondent with the Department.
23. Old Republic turned the outstanding balance over to a collection agency at which point Respondent disputed some of the billed charges.
24. Old Republic cancelled five of the 75 outstanding bonds as they were shown to be duplicates, leaving 70 bond premiums due for payment.

25. In January 2025, Respondent paid the remaining balance in full; however, Old Republic was not made whole as the collection agency had to be compensated for its services.
26. Respondent's failure to timely pay the bond premiums to Old Republic exposed her clients a risk of having their bonds cancelled and exposed them to possible financial loss.
27. Respondent was responsible for ensuring she reconciled the bills she received from Old Republic with 45 days of receiving the bills.
28. Respondent was dishonest with Old Republic when she repeatedly represented and promised that payment was forthcoming yet never made a payment.
29. On May 19, 2025, Department staff (Staff) issued an amended notice of hearing. The amended notice of hearing, together with the Amended Petition, contained a statement of the time, place, and nature of the hearing; a statement of the legal authority and jurisdiction under which the hearing was to be held; a reference to the particular sections of the statutes and rules involved; and either a short, plain statement of the factual matters asserted or an attachment that incorporated by reference the factual matters asserted in the complaint or petition filed with the state agency.
30. The hearing in this case was held by videoconference on August 26, 2025, before Administrative Law Judge Michelle Kallas of the State Office of Administrative Hearings (SOAH). Staff appeared and was represented by Staff Attorney Kaycee Crisp. Respondent appeared and was represented by Attorney Jose Flores. The hearing concluded that day, and the record closed on September 12, 2025, upon the filing of the transcript and admitted exhibits.

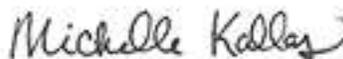
VI. CONCLUSIONS OF LAW

1. The Department has jurisdiction over this matter. Tex. Ins. Code §§ 82.051-.055, 4001.002, 4005.101-.102, 4051.051, 4054.051.

2. SOAH has authority to hear this matter and issue a proposal for decision with findings of fact and conclusions of law. Tex. Gov't Code ch. 2003; Tex. Ins. Code § 4005.104.
3. Respondent received timely and sufficient notice of hearing. Tex. Gov't Code §§ 2001.051-.052; Tex. Ins. Code § 4005.104(b).
4. Staff had the burden of proof to establish grounds for disciplinary action against Respondent. 1 Tex. Admin. Code § 155.427.
5. The standard of proof is by the preponderance of the evidence. *Granek v. Tex. State Bd. of Med. Exam'rs*, 172 S.W.3d 761, 777 (Tex. App. — Austin 2005, no pet.).
6. Respondent misappropriated, converted, or illegally withheld money belonging to an insurer in violation of Texas Insurance Code section 4005.101(b)(4)(A).
7. Respondent engaged in fraudulent or dishonest acts in violation of Texas Insurance Code section 4005.101(b)(5).
8. Respondent engaged in conduct for which she can be disciplined. The Department may, among other things, suspend or revoke her license, assess an administrative penalty, or reprimand her. Tex. Ins. Code § 4005.102.
9. Respondent's license should be revoked.

Signed November 4, 2025.

ALJ Signature:



Michelle Kallas
Presiding Administrative Law Judge

FILED **2026-9775**
454-25-10802
12/11/2025 2:09 PM
STATE OFFICE OF
ADMINISTRATIVE HEARINGS
Matilda Salas, CLERK

Exhibit B

ACCEPTED
454-25-10802
12/11/2025 2:21:40 pm
STATE OFFICE OF
ADMINISTRATIVE HEARINGS
Matilda Salas, CLERK

State Office of Administrative Hearings

Kristofer S. Monson
Chief Administrative Law Judge

December 11, 2025

Kaycee Crisp
Attorney for Texas Department of Insurance

VIA EFILE TEXAS

Jose Flores
Attorney for Jennifer Venegas

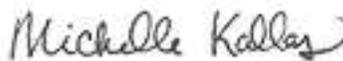
VIA EFILE TEXAS

RE: SOAH Docket Number 454-25-10802.C;
Texas Department of Insurance v. Jennifer Venegas

Dear Parties:

The Proposal for Decision (PFD) in this case was issued on November 4, 2025. Counsel for Jennifer Venegas (Respondent) filed timely exceptions on November 19, 2025. Counsel for the Texas Department of Insurance (Department) filed a reply opposing Respondent's exceptions. Respondent's exceptions highlight Respondent's disagreement with several findings of fact and conclusions of law. The ALJ thoroughly reviewed the evidence and arguments presented at the time of the hearing on the merits when the PFD was written. Accordingly, the ALJ recommends no changes to the PFD in response to Respondent's exceptions. The PFD is ready for consideration by the Department.

ALJ Signature:



Michelle Kallas,
Presiding Administrative Law Judge

CC: Service List