



FILED

OCT 9 2024

INSURANCE REGULATION

Docketed by: ke

OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

Index: OIR 2024-132

IN THE MATTER OF:

CASE NO.: 400342-24-CO

Application for the Direct Acquisition of
FREEDOM PROTECTION PLAN, INC.
by LAUREN MOORE CUTTER
DECLARATION OF TRUST

CONSENT ORDER

THIS CAUSE came for consideration upon the filing with the FLORIDA OFFICE OF INSURANCE REGULATION ("OFFICE") by LAUREN MOORE CUTTER DECLARATION OF TRUST ("APPLICANT") of an application for approval of the direct acquisition of 100% of the issued and outstanding voting securities of FREEDOM PROTECTION PLAN, INC. ("FREEDOM"), pursuant to section 628.4615, Florida Statutes ("Application"). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties herein.
2. APPLICANT has applied for and, subject to the present and continuing satisfaction of the requirements, terms, and conditions established herein, has satisfactorily met all of the conditions precedent to the granting of approval by the OFFICE for the direct acquisition of 100% of the issued and outstanding voting securities of FREEDOM, pursuant to the requirements of the Florida Insurance Code.
3. FREEDOM is a Florida corporation operating as a Motor Vehicle Service Agreement Company through a subsisting License issued by the OFFICE, pursuant to chapter 634,

Part I, Florida Statutes.

4. Prior to the transaction that is the subject of this Consent Order, FREEDOM was owned 100% by PETER R. MOORE FAMILY TRUST UAD FEBRUARY 15, 1985 ("PM FAMILY TRUST"). Stephen C. Moore serves as Trustee of PM FAMILY TRUST.

5. APPLICANT is a Trust created on November 2, 2022, whose Trustee is Lauren Moore Cutter.

6. The Application represents that APPLICANT entered into an agreement on December 31, 2023, with PM FAMILY TRUST and its other beneficiaries to purchase all of the ownership interests of FREEDOM ("Transaction"). As a result of the Transaction, FREEDOM is owned 100% by APPLICANT.

7. The OFFICE has determined that the Transaction was not a willful violation of section 628.4615. Any future violations of section 628.4615 may be deemed willful, subjecting APPLICANT and FREEDOM to penalties as the OFFICE deems appropriate.

8. If the OFFICE determines that any individual for whom APPLICANT and FREEDOM are required to submit background information as part of this Application is unacceptable under the Florida Insurance Code, APPLICANT or FREEDOM shall remove or cause the removal of said person within 30 days of notice from the OFFICE and replace them with a person or persons acceptable to the OFFICE, or shall undertake such other corrective action as directed by the OFFICE. Failure to act would constitute an immediate serious danger to the public and the OFFICE may take administrative action as it deems appropriate upon the License of FREEDOM without further proceedings, pursuant to sections 120.569(2)(n) and 120.60(6), Florida Statutes.

9. APPLICANT and FREEDOM represent that, as a result of the Transaction, there are no present plans or proposals to make any substantive changes to FREEDOM, including liquidating

it, selling any of its assets (except for transactions such as investment portfolio transactions in the ordinary course of business), merging or consolidating it with any person or persons, or making any other major change in its business operations, management, or corporate structure.

10. APPLICANT, PM FAMILY TRUST, and FREEDOM represent that there are no agreements, written or oral, related to the Application and Transaction that have not been provided to the OFFICE.

11. APPLICANT shall submit, or cause to be submitted, to the OFFICE any documents evidencing completion of the Transaction not already provided to the OFFICE.

12. Any prior orders, consent orders, or corrective action plans that FREEDOM has entered into with the OFFICE prior to the issuance of this Consent Order shall apply and remain in full force and effect for FREEDOM, except where provisions of such orders, consent orders, or corrective action plans have expired; have been superseded by subsequent orders, consent orders, or corrective action plans; or are inconsistent with this Consent Order.

13. APPLICANT, PM FAMILY TRUST, and FREEDOM affirm that all information, explanations, representations, statements, and documents provided to the OFFICE in connection with this Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control regarding the acquisition and future operations of FREEDOM. APPLICANT, PM FAMILY TRUST, and FREEDOM further agree and affirm that said information, explanations, representations, statements, and documents, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

14. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such approval must be requested in writing prior to any proposed deviation from the terms of this Consent Order.

15. APPLICANT, PM FAMILY TRUST, and FREEDOM affirm that all requirements set forth herein are material to the issuance of this Consent Order.

16. APPLICANT, PM FAMILY TRUST, and FREEDOM expressly waive a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which they may be entitled by law or rules of the OFFICE. APPLICANT, PM FAMILY TRUST, and FREEDOM hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in any forum available to them, now or in the future, including the right to any administrative proceeding, state or federal court action, or any appeal.

17. Each party to this action shall bear its own costs and fees.

18. APPLICANT and FREEDOM agree that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon the License of FREEDOM in this state, in accordance with sections 120.569(2)(n) and 120.60(6).

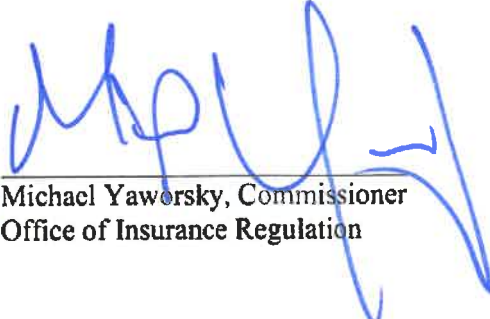
19. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed a copy of this Consent Order bearing the notarized signatures of the authorized representatives of APPLICANT, PM FAMILY TRUST, and FREEDOM.

WHEREFORE, subject to the terms and conditions which are set forth above, the Application for the direct acquisition of 100% of the issued and outstanding voting securities of FREEDOM PROTECTION PLAN, INC., by LAUREN MOORE CUTTER DECLARATION OF TRUST, pursuant to section 628.4615, Florida Statutes, is APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 9th day of October, 2024.




Michael Yaworsky, Commissioner
Office of Insurance Regulation

By execution hereof, FREEDOM PROTECTION PLAN, INC., consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind FREEDOM PROTECTION PLAN, INC., to the terms and conditions of this Consent Order.

FREEDOM PROTECTION PLAN, INC.
By: [Signature]
Print Name: Lauren Moore Cutler
Title: President
Date: 10/4/24

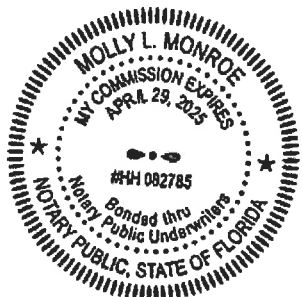
STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of October 2024, by Lauren M. Cutler (name of person) as Officer/President (type of authority; e.g., officer, trustee, attorney in fact) for Freedom Protection Plan, Inc (company name)

[Signature]
(Signature of the Notary)

Molly L Monroe
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____
Type of Identification Produced _____
My Commission Expires: _____



By execution hereof, LAUREN MOORE CUTTER DECLARATION OF TRUST consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind LAUREN MOORE CUTTER DECLARATION OF TRUST to the terms and conditions of this Consent Order.

LAUREN MOORE CUTTER DECLARATION OF TRUST

By: [Signature]

Print Name: Lauren Moore Cutter

Title: Trustee

Date: 10/4/24

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of October 2024, by Lauren M. Cutter (name of person) as Trustee (type of authority; e.g., officer, trustee, attorney in fact) for Lauren Moore Cutter Declaration of Trust (company name)

[Signature]
(Signature of the Notary)

Molly L. Monroe
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____
Type of Identification Produced _____
My Commission Expires: _____



By execution hereof, PETER R. MOORE FAMILY TRUST UAD FEBRUARY 15, 1985, consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind PETER R. MOORE FAMILY TRUST UAD FEBRUARY 15, 1985, to the terms and conditions of this Consent Order.

PETER R. MOORE FAMILY TRUST UAD FEBRUARY 15, 1985

By: [Signature]

Print Name: Stephen C. Moore

Title: Trustee

Date: OCT 7, 2024

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of October 2024, by Stephen C. Moore (name of person) as Trustee (type of authority; e.g., officer, trustee, attorney in fact) for Peter R Moore Family Trust UAD February 15, 1985 (company name)

[Signature]
(Signature of the Notary)

(Print, Type or Stamp Commission Number of Notary)


Personally Known OR Produced Identification _____
Type of Identification Produced _____
My Commission Expires: _____

COPIES FURNISHED TO:

LAUREN MOORE CUTTER,
PRESIDENT/TRUSTEE
Freedom Protection Plan, Inc.
Lauren Moore Cutter Declaration of Trust
103 New Warrington Rd.
Pensacola, FL 32506
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Email: lmoore@petemoore.com

STEPHEN C. MOORE,
TRUSTEE
Peter R. Moore Family Trust UAD
February 15, 1985
102 Glenbrook Court
Atlantis, FL 33462
Email: smoore@petemoore.com

SHAUN TORLEY,
AUTHORIZED REPRESENTATIVE
Lauren Moore Cutter Declaration of Trust
Protective Life Insurance Company
14755 North Outer 40 Rd., Suite 400
Chesterfield, MO 63017
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Email: shaun.torley@protective.com

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