OFFICIAL ORDER
of the
TEXAS COMMISSIONER OF INSURANCE

Subject Considered:

LILA LIZETTE CASTILLO
1751 Towne Crossing Blvd No. 1303
Mansfield, Texas 76063

DEFAULT ORDER
SOAH DOCKET NO. 454-17-4102.C
TDI CASE NO. 9619

General remarks and official action taken:

This order is in consideration of whether disciplinary action should be taken against Lila Lizette Castillo.

FINDINGS OF FACT

The findings of fact are as follows:

1. Lila Lizette Castillo (Castillo), individual identification number 1272299, holds a general lines agent license with a property and casualty qualification that the department issued on February 3, 2014.

2. On May 16, 2017, the department sent a notice of hearing to Castillo’s last known address provided in writing to the department: 1751 Towne Crossing Blvd No. 1303, Mansfield, Texas 76063, and three additional addresses: 501 Gristmill Ln, Fort Worth, Texas, 76140; 1751 Towne Crossing BL 902, Mansfield, Texas 76063; and 830 Walnut St, Burleson, Texas 76028.

3. Castillo failed to file a written response to the notice of hearing within 20 days of the date the notice of hearing was mailed.


Unlicensed Entity/Employee

6. Castillo owned and operated Castillo Insurance Agency from March 19, 2014, until May 21, 2015, or over a year, without a license issued by the department.

7. During that time, Castillo Insurance Agency was also not registered as an assumed name.

8. Castillo’s mother, Hilda Castillo (Hilda), individual identification number 533043, held a general lines agent license with a property and casualty qualification that the department issued on March 25, 2003, and a life, accident, and health qualification that the department issued on May 1, 2004.

9. On May 5, 2013, Hilda voluntarily surrendered her license in lieu of disciplinary action for her conversion of $20,008.69 in premiums.

10. Subsequently, Hilda engaged in the business of insurance at Castillo Insurance Agency with Castillo. Hilda was not licensed at that time.

Background

11. Castillo issued homeowners insurance through an arrangement with a mortgage broker, Dueno a Dueno. Prospective homeowners would purchase a house through Dueno a Dueno and then a policy through Castillo Insurance Agency. Both entities were located in the same office.

12. Castillo would collect premiums for the homeowners policy on the closing date. Often, unbeknownst to the insured, the premium Castillo charged would include an agent fee. In almost all cases, Castillo did not obtain a written consent and disclosure form for the fee. In fact, she charged agent fees, totaling at least $1,558, without obtaining a written consent and disclosure form for the fees.

13. Castillo would then issue a binder reflecting the effective date of the policy. However, Castillo was not permitted to issue binders per Columbia Lloyds’s policy. Instead, as an appointed agent, she had underwriting authority and access to issue policies directly from Columbia Lloyds’s system. Generally, the binder’s effective date should be the closing date, but Castillo often issued binders with different, incorrect dates.

14. Subsequently, she would then either fail to remit the premium or to upload a completed application, and, in some cases, she would never bind the policy. If she did bind the policy, it would be days to months after the closing date even though she was authorized to bind the policy and had received the premium.
15. Castillo’s pattern went as follows: She would collect the premium and issue a binder with an incorrect effective date. She would then issue the original policy, often a few weeks to over a month after closing, and would let it go unpaid or would fail to upload a completed application. The policy would cancel, and then Castillo would issue a second and sometimes a third policy many months after the original policy issued.

16. By doing this, the insured would not have coverage on the closing date and often went without coverage for many months and even up to a year after closing, even though Castillo had the authority to issue the policy. In some cases, Castillo simply pocketed the premiums or a portion thereof. She followed this pattern with at least 27 insureds, stealing at least $3,238 in premiums.

Victims

A.G.

17. On January 23, 2015, A.G. closed on his house and purchased a homeowners insurance policy from Castillo to take effect that day. A.G. paid Castillo $634 for the premium, which included a $50 agent fee. Castillo did obtain a written disclosure and consent form for the fee.

18. Castillo issued the first policy effective on February 16, 2015, or 24 days after A.G. purchased the policy. However, Castillo failed to upload a completed application so the policy canceled. Columbia Lloyds disbursed the premium back to Castillo.

19. Castillo then issued a second policy effective May 4, 2015. Later, the policy canceled because Castillo pocketed $197 of the premium.

C.P.

20. Columbia Lloyds reinstated the policy and covered the premium difference.

21. On February 10, 2015, C.P. closed on his house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $1,007, which included an undisclosed $50 agent fee. C.P. paid Castillo $1,007. Castillo did not obtain a written disclosure and consent form for the agent fee.

22. Castillo issued the first policy effective March 17, 2015, or 35 days after the closing date. The policy canceled because Castillo did not submit a completed application. Columbia Lloyds disbursed the premium back to Castillo.

23. Over two months later, Castillo issued a second policy effective May 3, 2015. C.P. did not have coverage for 82 days.
24. On January 16, 2015, M.J.D. closed on his house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $795, which included an undisclosed $50 agent fee. M.J.D. paid Castillo $795. Castillo did not obtain a written disclosure and consent form for the agent fee.

25. Castillo did issue a binder, but it had an incorrect effective date of January 5, 2015, which was 11 days before the closing date. Over two weeks later, Castillo issued the first policy effective February 3, 2015. This policy canceled because Castillo did not remit the premium.

26. Castillo did not issue a second effective policy until May 15, 2015, about four months after the closing date. M.J.D. went 115 days without coverage.

27. On November 14, 2014, M.D.J.V.A. closed on his house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $838, which included a $158 agent fee. M.D.J.V.A. paid Castillo $838. Castillo did not obtain a written disclosure and consent form for the agent fee.

28. Castillo issued a binder with the wrong date, November 4, 2014, which was 10 days before the closing date.

29. Ten days after the closing date, Castillo issued a policy effective November 24, 2014.

30. On October 8, 2014, J.R.H.M. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $576, which included an undisclosed $50 agent fee. J.R.H.M. paid Castillo $576. Castillo did not obtain a written disclosure and consent form for the agent fee.

31. Castillo issued a binder with an incorrect date of September 25, 2014, which was almost two weeks before the closing date. Two days after closing, Castillo issued a policy effective October 10, 2014. This policy canceled because Castillo failed to remit the premium.

32. Over two months after closing, Castillo issued a second policy with an effective date of December 22, 2014. Castillo again failed to remit the premium.
33. Castillo issued a third policy effective March 5, 2015. J.R.H.M. did not have coverage for almost four months.

J.G.

34. On October 21, 2014, J.G. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $830, which included an undisclosed $50 agent fee. J.G. paid Castillo $830. Castillo did not obtain a written disclosure and consent form for the agent fee.

35. Later, Castillo issued a binder with the wrong date of October 21, 2015—a year after the closing date. Castillo issued the first policy with an effective date of October 20, 2014. The first policy canceled because Castillo did not remit the premium.

36. Over a month later, Castillo issued a second policy effective November 30, 2014. J.G. did not have coverage for 40 days.

M.R.L.

37. On November 21, 2014, M.R.L. closed on a house and purchased a homeowners policy from Castillo to take effect that day. Castillo misrepresented that the premium was $570, which included an undisclosed $50 agent fee. M.R.L. paid Castillo $570. Castillo did not obtain a written disclosure and consent form for the agent fee.

38. Subsequently, Castillo issued a binder with the wrong date of October 23, 2014, which was over a month before closing. Nine days after closing, Castillo issued the first policy effective November 30, 2014. The policy canceled because Castillo did not remit the premium.

39. Over five months after closing, Castillo issued a second policy effective May 3, 2015. M.R.L. did not have coverage until 163 days after he paid the premium to Castillo.

M.A.S.S.

40. On December 22, 2014, M.A.S.S. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $876, but this actually included an undisclosed $156 agent fee. M.A.S.S. paid Castillo $876 relying on Castillo’s misrepresentation. Castillo did not obtain a written disclosure and consent form for the agent fee.

41. Castillo issued a binder with the wrong closing date of December 11, 2014, which was 11 days before closing. Almost a month after closing, Castillo issued the first policy
effective January 15, 2015. The first policy canceled because Castillo did not upload a completed application. Columbia Lloyds disbursed the premium back to Castillo.

42. Almost three months later, Castillo issued a second policy with an effective date of April 6, 2015. This policy canceled because Castillo did not remit the premium.

43. Subsequently, almost five months after closing, Castillo issued a third policy effective May 5, 2015. M.A.S.S. went 132 days without coverage.

44. In addition, Castillo pocketed $106 of the premium, and the policy eventually canceled for nonpayment of premium. Columbia Lloyds reinstated the policy and covered the premium difference.

A.M.P.

45. On September 22, 2014, A.M.P. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $656, but that amount actually included an undisclosed $50 agent fee. A.M.P. paid Castillo $656 relying on Castillo’s misrepresentation. Castillo did not obtain a written disclosure and consent form for the agent fee.

46. Castillo issued a binder with the wrong closing date of September 4, 2014, which was about two weeks before closing. Four days after closing, Castillo issued the first policy with an effective date of September 26, 2014. This policy canceled because Castillo did not remit the premium.

47. Over a month after closing, Castillo issued a second policy effective October 31, 2014. A.M.P. did not have coverage until 39 days after closing.

C.P.C.

48. On March 30, 2015, C.P.C. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium amount was $990, but this amount actually included an undisclosed $64 agent fee. C.P.C. paid $990 to Castillo. Castillo did not obtain a written disclosure and consent form for the agent fee.

49. Castillo issued a binder with the wrong closing date of March 12, 2015. She issued a policy effective on April 24, 2015, almost a month after closing. C.P.C. did not have coverage for 25 days.
R.M.

50. On September 23, 2014, R.M. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $864, but this amount actually included an undisclosed $50 agent fee. R.M. paid Castillo $864. Castillo did not obtain a written disclosure and consent form for the agent fee.

51. Castillo issued a binder with the wrong closing date of September 10, 2014. Seven days after the closing date, she issued the first policy effective September 30, 2014. The policy canceled because Castillo failed to upload a completed application. Castillo received the disbursement of the premium.

52. Castillo issued a second policy effective December 15, 2014, or 83 days after the closing date. This policy canceled because Castillo failed to upload a completed application. Again, Castillo received the premium disbursement for the policy.

53. Castillo issued a third policy effective March 5, 2015. R.M. did not have coverage until 163 days after the closing date.

54. Castillo also pocketed $58 of the premium. Later, the policy canceled for nonpayment of premium. Columbia Lloyds reinstated the policy and covered the premium difference.

J.G.S.H.

55. On September 26, 2014, J.G.S.H. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $870, but this amount actually included an undisclosed $50 agent fee. J.G.S.H. paid $870 to Castillo. Castillo did not obtain a written disclosure and consent form for the agent fee.

56. Castillo issued the first policy effective September 26, 2014, but the policy canceled because Castillo failed to upload a completed application. Columbia Lloyds disbursed the premium back to Castillo.

57. Almost two months after closing, Castillo issued a second policy effective December 15, 2014. J.G.S.H. did not have coverage for 80 days.

I.F.R.

58. On July 31, 2014, I.F.R. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $838
when that amount actually included an undisclosed $50 agent fee. I.F.R. paid $838 to Castillo. Castillo did not obtain a written disclosure and consent form for the agent fee.

59. Castillo issued a binder with a wrong closing date of July 18, 2014. She did issue the first policy with an effective date of July 31, 2014, but this policy canceled because Castillo did not remit the premium. Castillo received the disbursed premium.

60. About a month after closing, Castillo issued a second policy with an effective date of August 30, 2014. I.F.R. did not have coverage for 30 days.

J.C.A.

61. On July 31, 2014, J.C.A. closed on a house and purchased a homeowners policy from Castillo to take effect that day. Castillo misrepresented that the premium was $1,048 but this amount actually included an undisclosed $50 agent fee. J.C.A. paid $1,048 to Castillo. Castillo did not obtain a written disclosure and consent form for the agent fee.

62. Castillo issued a binder and the first policy with an effective date of July 31, 2014. But this policy canceled because Castillo failed to remit the premium.

63. Castillo then issued a second policy, a month later, effective August 31, 2014. This policy canceled because Castillo failed to upload a completed application. Castillo received the premium disbursement.

64. Almost three months after the second policy canceled, Castillo issued a third policy effective November 21, 2014. J.C.A. did not have coverage for 113 days.

M.A.A.G.

65. On June 25, 2014, M.A.A.G. closed on a house and purchased a homeowners policy from Castillo to take effect that day. Castillo misrepresented that the premium was $830 when that amount actually included an undisclosed $50 agent fee. M.A.A.G. paid $830 to Castillo. Castillo did not obtain a written disclosure and consent form for the agent fee.

66. Castillo issued a binder with an incorrect date of June 24, 2014. She then issued the first policy effective on June 25, 2014. The first policy canceled because Castillo did not remit the premium.

67. Almost a year later, Castillo issued a second policy effective May 7, 2015. M.A.A.G. did not have coverage for 316 days.
E.A.N.C.

68. On November 11, 2014, E.A.N.C. closed on a house and purchased a homeowners policy from Castillo to take effect that day. Castillo misrepresented that the premium was $611, but that amount actually included an undisclosed $55 agent fee. E.A.N.C. paid $611 relying on that misrepresentation. Castillo did not obtain a written disclosure and consent form for the agent fee.

69. Castillo issued a binder with a closing date of November 11, 2014. That policy canceled for nonpayment of premiums. Castillo issued a second policy effective January 15, 2015, over two months after the closing date. The policy also canceled for nonpayment of premium.

70. Almost five months after closing, Castillo issued a third policy effective on April 6, 2015. She also set up a plan with two payments even though she had received the full premium. On May 6, 2015, the policy canceled because Castillo pocketed the $561 premium payment.

71. Columbia Lloyds reinstated the policy and covered the premium owed.

D.C.

72. On February 6, 2015, D.C. closed on a house and purchased a homeowners policy from Castillo to take effect that day. Castillo misrepresented that the premium was $1,058, but this actually included an undisclosed $50 agent fee. D.C. paid $1,058 to Castillo. Castillo did not obtain a written disclosure and consent form for the agent fee. Castillo then issued a binder with an incorrect date of February 3, 2015.

73. Castillo set up a policy effective May 3, 2015. D.C. did not have coverage for about three months.

D.M.R.M.

74. On January 28, 2015, D.M.R.M. closed on a house and purchased a homeowners policy from Castillo to take effect that day. Castillo misrepresented that the premium was $897, which actually included an undisclosed $50 agent fee. D.M.R.M. paid $897 to Castillo relying on this misrepresentation. Castillo did not obtain a written disclosure and consent form for the agent fee.

75. Castillo issued a binder with an incorrect date of January 14, 2015. Almost a month later, Castillo issued the first policy effective February 15, 2015. This policy canceled because Castillo did not upload a completed application. Castillo then received the premium disbursement.
76. Castillo issued a second policy effective on May 4, 2015. D.M.R.M. did not have coverage for almost three months.

Y.C.A.M.

77. On March 19, 2015, Y.C.A.M. closed on a house and purchased a homeowners policy from Castillo to take effect that day. Castillo misrepresented that the premium amount was $670, but this actually included an undisclosed $50 agent fee. Y.C.A.M. paid $670 to Castillo relying on this misrepresentation. Castillo did not obtain a written disclosure and consent form for the agent fee.

78. Castillo issued a binder with an incorrect effective date of March 3, 2015, or 16 days before the closing date. Castillo did not issue the first effective policy until March 23, 2015. This policy canceled because Castillo did not remit the premium.

79. Almost two months after closing, Castillo issued a second policy effective May 3, 2015. Y.C.A.M. went 45 days without coverage.

A.R.R.

80. On December 29, 2014, A.R.R. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $594, but this amount actually included an undisclosed $72 agent fee. Castillo did not obtain a written disclosure and consent form for the agent fee.

81. Castillo issued a binder with an incorrect effective date of May 4, 2014. Fifteen days after A.R.R. purchased the policy, Castillo issued the first policy effective January 13, 2015. This policy canceled because Castillo failed to upload a completed application. Columbia Lloyds disbursed the premium to Castillo.

82. Castillo issued a second policy effective April 6, 2015. This policy canceled because Castillo did not remit the premium.

83. Almost five months after closing, Castillo issued a third policy on May 4, 2015. A.R.R. did not have coverage for 126 days.

84. In addition, Castillo pocketed $30 of the premium. The policy later canceled for nonpayment of premium. Columbia Lloyds reinstated the policy and covered the premium difference.
H.M.C.

85. On December 17, 2014, H.M.C. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo charged $871 for the premium and $50 agent fee. H.M.C. paid $871 to Castillo. Castillo did obtain a written disclosure and consent form in this instance.

86. Castillo issued a binder with an incorrect effective date of December 4, 2014. Castillo then issued the first policy effective January 13, 2015, almost a month after closing. This policy canceled because Castillo did not upload a completed application. Columbia Lloyds disbursed the premium back to Castillo.

87. Castillo issued a second policy effective April 6, 2015. This policy canceled because Castillo did not remit the premium.

88. Subsequently, Castillo issued a third policy on May 3, 2015. H.M.C. did not have coverage for 107 days after closing.

E.G.

89. On April 28, 2015, E.G. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium was $477, which actually included an undisclosed $50 agent fee. E.G. paid $477 to Castillo. Castillo did not obtain a written disclosure and consent form for the agent fee.

90. Castillo issued a binder with the incorrect date of April 23, 2015. Six days after closing, Castillo issued a policy effective May 5, 2015. E.G. did not have coverage for six days.

R.E.P.R.

91. On February 18, 2015, R.E.P.R. closed on a house and purchased a homeowners policy from Castillo to take effect that day. Castillo misrepresented that the premium was $961, but this amount actually included an undisclosed $50 agent fee. R.E.P.R. paid Castillo $961 relying on this misrepresentation. Castillo did not obtain a written disclosure and consent form for the agent fee.

92. Castillo did not issue an effective policy until March 17, 2015. As a result, R.E.P.R. did not have coverage for almost a month after closing.
B.J.L.

93. On April 19, 2014, B.J.L. purchased a homeowners policy from Castillo. B.J.L. paid Castillo $566 for the premium. The policy canceled for nonpayment of premium because Castillo pocketed the $566.

94. Columbia Lloyds reinstated the policy and covered the premium owed.

95. On September 19, 2014, B.J.L. closed on a house and purchased a homeowners policy from Castillo. Castillo misrepresented that the premium amount was $646, but this amount actually included an undisclosed $80 agent fee. B.J.L. paid Castillo $646. Castillo did not obtain a written disclosure and consent form for the agent fee.

96. Castillo then issued a binder with an incorrect date of September 8, 2014. In addition, Castillo did not issue an effective policy until May 7, 2015. B.J.L. did not have coverage for 230 days.

M.A.

97. On February 25, 2015, M.A. closed on a home and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium amount was $951, but this amount actually included an undisclosed $50 agent fee. M.A. paid Castillo $951. Castillo did not obtain a written disclosure and consent form for the agent fee.

98. Castillo then issued a binder with an incorrect date of February 16, 2014. Castillo did not issue an effective policy until over a month after closing with an effective date of April 2, 2014. This policy canceled because Castillo did not remit the premium.

99. Castillo then issued a second policy effective May 3, 2015. M.A. did not have coverage until 67 days after closing.

100. However, Castillo did not remit the $901 premium. The policy later canceled.

101. Columbia Lloyds reinstated the policy and covered the premium owed.

C.D.W.

102. On August 6, 2014, C.D.W. closed on a house and purchased a homeowners insurance policy from Castillo to take effect that day. Castillo misrepresented that the premium amount was $939, but this actually included an undisclosed $73 agent fee. C.D.W. paid
Castillo $939. Castillo did not obtain a written disclosure and consent form for the agent fee.

103. Castillo then issued a binder with an incorrect date of July 24, 2014. Castillo issued the first policy effective August 6, 2014. This policy canceled because Castillo did not remit the premium.

104. Over a year after closing, Castillo issued a second policy with an effective date of August 30, 2015. C.D.W. did not have coverage until 389 days after closing.

G.B.A.

105. On October 31, 2014, G.B.A. closed on a house and purchased a homeowners policy from Castillo to take effect that day. Castillo misrepresented that the premium was $876, but this amount actually included an undisclosed $50 agent fee. G.B.A. paid Castillo $876. Castillo did not obtain a written disclosure and consent form for the agent fee.

106. Castillo then issued a binder with an incorrect date of October 21, 2014. She issued the policy effective October 31, 2014. This policy canceled because Castillo did not remit the premium. Columbia Lloyds reinstated the policy and covered the premium of $826 so G.B.A. would not lose coverage.

Summary

107. In total, Castillo converted at least $3,238 in premiums from the above listed victims.

108. Castillo also charged agent fees, totaling at least $1,558, without obtaining a written consent and disclosure form for the fees.


110. On May 21, 2015, Columbia Lloyds terminated Castillo’s agency agreement when it discovered that Castillo had at least 27 instances where her agency received funds for policies but failed to bind coverage, failed to forward the funds to Columbia Lloyds, failed to submit completed applications, or all three.

Continuing Education

111. From February 3, 2014, through February 2, 2016, Castillo did not complete any of the 24 hours of continuing education required for the reporting period.

---

1 Castillo overpaid by $7 for M.A.A.G.’s policy.
CONCLUSIONS OF LAW

The conclusions of law are as follows:

1. The commissioner of insurance has jurisdiction over this matter pursuant to TEX. INS. CODE §§ 82.051–82.055, 4001.002, 4005.101, 4005.102, 4051.051, and 4054.051, and TEX. GOV'T CODE §§ 2001.051–2001.178.

2. The commissioner has the authority to dispose of this case informally pursuant to TEX. GOV'T CODE § 2001.056; TEX. INS. CODE § 82.055; and 28 TEX. ADMIN. CODE §§ 1.47, 1.88, and 1.89.

3. Based on 28 TEX. ADMIN. CODE § 19.906, Castillo’s last known address is presumed to be 1751 Towne Crossing Blvd No. 1303, Mansfield, Texas 76063.

4. The department sent a notice of hearing to Castillo’s last known address, as required by 28 TEX. ADMIN. CODE §§ 1.28(c) and 1.88(c), 1 TEX. ADMIN. CODE § 155.401, and TEX. GOV'T CODE Ch. 2001.

5. The allegations in the notice of hearing, set out herein as findings of fact nos. 1 and 4–111, are deemed admitted as true pursuant to 28 TEX. ADMIN. CODE § 1.89.

6. Castillo has committed acts for which a license holder may be disciplined under TEX. INS. CODE § 4005.101, as contemplated in TEX. INS. CODE § 4005.102.

7. Castillo has willfully violated an insurance law of this state, pursuant to TEX. INS. CODE § 4005.101(b)(1).

8. Castillo engaged in fraudulent or dishonest acts or practices, in violation of TEX. INS. CODE § 4005.101(b)(5).

9. Castillo misappropriated, converted to her own use, or illegally withheld money belonging to an insured, insurer, or beneficiary, in violation of TEX. INS. CODE § 4005.101(b)(4).


11. Castillo collected fees and failed to notify the client of the agent’s fee and obtain the client’s written consent for each fee to be charged in violation of TEX. INS. CODE § 4005.003 and 28 TEX. ADMIN. CODE § 19.1503.

12. Castillo permitted an unlicensed employee to perform the acts of an agent as defined in TEX. INS. CODE § 4001.051, in violation of TEX. INS. CODE §§ 101.102, 4001.101, and 4051.051.
13. Castillo operated Castillo Insurance Agency without obtaining an agency license, as contemplated by 28 TEX. ADMIN. CODE § 19.902, in violation of TEX. INS. CODE §§ 101.102, 4001.101, and 4051.051.

14. Castillo failed to register a trade style by filing with the department a completed form LDTL together with the required fee, as contemplated by 28 TEX. ADMIN. CODE § 19.902.

15. Castillo failed to complete all required continuing education hours for the relevant renewal period, as contemplated by TEX. INS. CODE §§ 4004.051 (West 2005), 4004.053 (West 2009), and 4004.054.

It is ordered that Lila Lizette Castillo’s general lines agent license with a property and casualty qualification is revoked.

[Signature]

Kevin Brady
Deputy Commissioner For Agency Affairs
Texas Department of Insurance
Delegation Order 4506
AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, personally appeared the affiant, who, being by me duly sworn, deposed as follows:

"My name is Judy Lopez, and I am employed by the Texas Department of Insurance. I am of sound mind, capable of making this affidavit, and have personal knowledge of these facts which are true and correct.

I have reviewed TDI’s records concerning Lila Lizette Castillo. I have confirmed that:

a. The last mailing address provided to the department by Lila Lizette Castillo is 1751 Towne Crossing Blvd No. 1303, Mansfield, Texas 76063.

b. The file maintained by the Enforcement Section contains a notice of hearing dated May 16, 2017, filed with the State Office of Administrative Hearings.

c. On May 16, 2017, certified letters, return receipt requested, and first class mailings, each containing a notice of hearing were sent to Lila Lizette Castillo’s last known address at 1751 Towne Crossing Blvd No. 1303, Mansfield, Texas 76063, and three additional addresses: 501 Gristmill Ln, Fort Worth, Texas, 76140; 1751 Towne Crossing BL 902, Mansfield, Texas 76063; and 830 Walnut St, Burleson, Texas 76028.

Copies of the certified mail and first class mail logs maintained by the Enforcement Section are attached as Exhibit A and Exhibit B."

\[Signature\]
Affiant

SWORN TO AND SUBSCRIBED before me on June 21, 2017.

\[Signature of Notary Public\]
<table>
<thead>
<tr>
<th>USP5 Tracking/Article Number</th>
<th>Address (Name, Street, City, State, &amp; Zip Code)</th>
<th>Pesoage</th>
<th>Handling Charge</th>
<th>Actual Value # Registered</th>
<th>Insured Value</th>
<th>Due Sender # COD</th>
<th>ASR Fee</th>
<th>ASRO Fee</th>
<th>PD Fee</th>
<th>RR Fee</th>
<th>SC Fee</th>
<th>ECRD Fee</th>
<th>SH Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wills</td>
<td>7017 0530 0000 6601 0482</td>
<td>Lila L. Castillo</td>
<td>1751 Towne Crossing Blvd No. 1303</td>
<td>Mansfield, Texas 76063</td>
<td>161</td>
<td>235</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wills</td>
<td>7017 0530 0000 6601 0499</td>
<td>Lila L. Castillo</td>
<td>501 Gristmill Ln</td>
<td>Fort Worth, Texas 76140</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wills</td>
<td>7017 0530 0000 6601 0505</td>
<td>Lila L. Castillo</td>
<td>1751 Towne Crossing BL 902</td>
<td>Mansfield, Texas 76063</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wills</td>
<td>7017 0530 0000 6601 0512</td>
<td>Lila L. Castillo</td>
<td>830 Walnut St</td>
<td>Burleson, Texas 76028</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Affix Stamp Here**

(if issued as an international certificate of mailing or for additional copies of this receipt). Postmark with Date of Receipt
<table>
<thead>
<tr>
<th>USPS Tracking/Article Number</th>
<th>Address (Name, Street, City, State, &amp; Zip Code)</th>
<th>Postage Service Fee</th>
<th>Handling Charge</th>
<th>Actual Value or Registered Value</th>
<th>Insured Value</th>
<th>Due Sender if COD</th>
<th>ASR Fee</th>
<th>ASRD Fee</th>
<th>RH Fee</th>
<th>SC Fee</th>
<th>SCRD Fee</th>
<th>SH Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wills</td>
<td>Lila L. Castillo</td>
<td>$0.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ecase #9619 - Notice of Hearing</td>
<td>1751 Towne Crossing Blvd No. 1303</td>
<td>Mansfield, Texas 76063</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wills</td>
<td>Lila L. Castillo</td>
<td>$0.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ecase #9619 - Notice of Hearing</td>
<td>501 Gristmill Ln</td>
<td>Fort Worth, Texas 76140</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wills</td>
<td>Lila L. Castillo</td>
<td>$0.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ecase #9619 - Notice of Hearing</td>
<td>1751 Towne Crossing BL 902</td>
<td>Mansfield, Texas 76063</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wills</td>
<td>Lila L. Castillo</td>
<td>$0.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ecase #9619 - Notice of Hearing</td>
<td>830 Walnut St</td>
<td>Burleson, Texas 76028</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name and Address of Sender
Texas Dept of Insurance
Mail Code 110-1A
333 Guadalupe St
Austin TX 78701
May 16, 2017
Judy Lopez

Firm Mailing Book For Accountable Mail

Affix Stamp Here
(if issued as an international certificate of mailing or for additional copies of this receipt). Postmark with Date of Receipt.