



Texas Department of Insurance

Consumer Protection – Advertising Unit, Mail Code 111-2A
333 Guadalupe • P. O. Box 149091, Austin, Texas 78714-9091
512-475-1949 • 512-305-8192 fax • www.tdi.state.tx.us

October 29, 2009

TOTAL PAGES: 10

VIA E-MAIL TO: chaseh@chaseagency.com

CHASE CARMEN HUNTER
4 PEACE PIPE LANE
FREDERCKSBURG, VA 22401

Re: Advertising material:	Animal Liability Insurance
Received date:	October 16, 2009
Form numbers:	"We Sell Animal Liability" (Objections 1, 2, 3, 4, 5) "Animal Liability Insurance" (Objections 1, 2, 3, 4)
File ID:	38129
Document ID:	892729

Dear Ms. Hunter:

We received a complaint, copy attached, from an interested party regarding the captioned forms, "We Sell Animal Liability" and "Animal Liability Insurance." We have given a limited review of the material examining it for compliance with our Advertising rules without comparing the benefits/limitations listed in the advertisement to the provisions contained in the contract. Please note the following objections. These materials were reviewed as invitation to inquire advertisements.

Objections:

1. To comply with the Texas Insurance Code (TIC), §981.202, an agent licensed by this state may not issue or cause to be issued an insurance contract with an eligible surplus lines insurer unless the agent possesses a surplus lines license issued by the department. You do not have a surplus lines license.
2. To comply with the Texas Insurance Code (TIC), §981.001(b)(6), the advertisement may not solicit insurance business under the surplus lines carrier's name. Please note that the Underwriters at Lloyd's, London is a surplus lines carrier. It is acceptable to advertise the availability of a type of coverage, but such coverage can only be placed with a surplus lines carrier if the agent cannot place it with an admitted carrier. Please refer to TIC, §981.004(a)(1).
3. To comply with 28 TAC, §21.110(a), an advertisement may not directly or indirectly **unfairly disparage** competitors, their policies, services, or business methods, and may not unfairly disparage or minimize competing methods or marketing insurance.

4. To comply with 28 TAC, §21.111(a), an advertisement may not directly or indirectly make an unfair or **incomplete comparison** of policies, benefits, dividends, or rates, or compare noncomparable policies.
5. To comply with 28 TAC, §21.103(a) and §21.108(b), an advertisement shall be truthful and not misleading either in fact or in implication. Reference the statements made regarding the coverage sold by Lester Kalmanson Insurance, Inc.

Note:

Please provide us the following information:

- a) Any documentation demonstrating that you hold a Surplus lines agent's license.
- b) Proof to show that Lester Kalmanson Insurance sold the same person a policy with the same limits of coverage for the same dog for \$2400 annually.
- c) Do you agree to voluntarily and immediately discontinue any further use of the advertisements, or similar advertisements until they have been brought into compliance and submitted to us for review?

Because of the violations noted, it is requested that you confirm in writing that you voluntarily agree to immediately discontinue any further distribution or use of the above materials or similar advertisements. Pursuant to Section 38.001 of the Texas Insurance Code, a written response is required no later than ten (10) days after receipt of this letter. Failure to comply could result in our referring the violations to our Enforcement Division for possible disciplinary action. You can reply by email or fax the response to my attention to (512) 305-8192. If you have any questions, please contact me.

We are closing our advertising file regarding the above at this time. **The compliant file is remained open until we receive your response under our "Note."** This does not relieve you of the obligation to respond as requested above. If you have any questions regarding this, please call me at (512) 305-6742.

Sincerely,



Brenda Luu
Insurance Specialist
Advertising Unit, Consumer Protection
Mail Code 111-2A, (512) 305-6742
Brenda.Luu@tdi.state.tx.us

OCT 16 2009

TEXAS DEPARTMENT OF INSURANCE

13111489

LESTER KALMANSON AGENCY, INC.

P.O. BOX 940008

MAITLAND, FL 32794-0008

PHONE - 407-645-5000 / FAX - 407-645-2810

38129

OCTOBER 14, 2009

892729

TO: TX DEPT. INSURANCE
P.O. BOX 149104
AUSTIN, TX 78714-9104

ATTN: INSURANCE DEPARTMENT REGULATOR

RE: CHASE CARMEN HUNTER ET AL
LICENSE # 1229047

- 1) SEE ATTACHED COPIES OF WHAT THE ABOVE DELIBERATELY PLACED ON THE INTERNET.
- 2) DOCUMENTS SPEAK FOR THEMSELVES.
- 3) ACCEPT THIS AS A FORMAL COMPLAINT AGAINST YOUR LICENSEE FOR VARIOUS ALLEGATIONS AS EXPRESSED IN THE ATTACHED LETTER.

REGARDS,

LESTER KALMANSON AGENCY, INC. ET AL
C/O MITCHEL KALMANSON (PRESIDENT)
MK/kh

RECEIVED
ADVERTISING UNIT

OCT 20 2009

TEXAS DEPARTMENT OF INSURANCE

ETAL LISTING:

- 1) CHASE CARTER HUNTER
- 2) DBA: CHASE FINANCIAL SERVICES
- 3) WWW.CHASEAGENCY.COM
- 4) CHASE INSURANCE AGENCY, INC.

11406280

We Sell Animal Liability Insurance, Including Insurance for Dangerous Dogs and Circus Animals, for Less Than Lester Kalmanson Insurance Inc.

We Also Sell This Insurance 24 Hours Per Day and Instantly Online. You Get Your Proof of Insurance Within 30 Minutes. Lester Kalmanson Insurance Inc. Sells This Insurance Only During Business Hours, Monday Through Friday, and Only After They Receive the Original Application and Premium IN THE MAIL. The Office Manager Will Tell You That She Can Issue the Policy Instantly. But She Can Not Issue It Instantly, Over the Telephone the Way We Do. She Can Only Issue It AFTER She Receives the Application and Premium in the Mail. And She Will Instruct You to Overnight Mail the Application and Premium Which Costs \$15 or More. But We Can Issue Coverage Over the Phone and Email Your Policy Within 30 Minutes.

We Accept Downpayments as Low as 20% Whereas Lester Kalmanson Insurance Inc. Requires the Full Annual Premium Before Binding Coverage.

Both Our Policy & Lester Kalmanson Insurance Inc's Policy are Issued By Certain Underwriters at Lloyds of London.

How Do We Know We Cost Less?

- We Sold a Policy in 2009 to a Texas Resident for a Dangerous Dog for \$300 Annually. Lester Kalmanson Insurance Sold the Same Person a Policy With the Same Limits of Coverage for the Same Dog for \$2400 Annually.
- Our Rates are Determined ONLY by the Breed, Weight & Bite History of the Animal. In 2009, Tara, the Office Manager at Kalmanson Insurance, When We Once Sold Policies Through Kalmanson for a Brief Time, Said That Each Policy is Priced on a Case-By-Case Basis. Therefore, Two Dogs With the Same Weight, Breed, and Bite History Might Have Different Premiums That Seem to be Based Primarily on the Highest Dollar Amount That the Dog Owner Can Possibly Pay (As is Evidenced by the Huge Difference in the Premium for the Texas Dog Referenced Above).
- In 2009, Tara, the Office Manager at Kalmanson Insurance Was Furious When We Gave an Insurance Applicant a "Ballpark" Quote Over the Telephone for Her Animal Liability Insurance Because, Tara Said, Each Applicant is Priced Differently and No Consistency in Premiums Can Be

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TEXAS DEPARTMENT OF INSURANCE

Expected From One Applicant to Another Applicant Despite the Fact That the Applicants Have Similar Animals and Similar Bite Histories and Live in the Same Neighborhood. How Would Like Knowing That Your Neighbor's Pit Bull is Insured at a Cost That is a Fraction of What You Pay With No Obvious Reason Why You Pay More Other Than Your ABILITY to Pay More or Your WILLINGNESS to Pay More?

Dangerous Dog Insurance and the Installation of Dangerous Dog Fencing

Guaranteed To Meet All State, City, County, and
Municipal Requirements

Our Rates Are Up to 50% Less Than Our Competition!



Chase Carmen Hunter Insurance, a Licensed Insurance Agent, Has Partnered With Maranatha Construction, a Licensed Home Improvement Contractor, to Help Dog Owners Comply with Animal Control Laws Regarding Dangerous & Vicious Dogs in All US States!

- Get Instant Online Quotes and Buy Online 24 Hours Per Day!
- You Can Buy Only the Insurance, Only the Fencing, or Both the Insurance & the Fencing Online.
- Payment Options Include Cash, Check, Paypal, Credit Cards, &

Financing (Short-term loan)

[Click Here to Be Directed to www.ChaseAgency.com](http://www.ChaseAgency.com)
Where You Can Get Instant Quotes Online That are
Consistently 50% Less Expensive Than Our
Competition for Both the Insurance & the Dangerous
Dog Fencing

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Chase Carmen Hunter Insurance

Worldwide Insurance Quotes
In The United States of America
and Several Countries Worldwide

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OCT 20 2009

TEXAS DEPARTMENT OF INSURANCE

Hand-Held Users
Register & Log In Log out
VOID

Animal Liability Insurance

Welcome!

Read the middle
of this page, to
your right, to get
instant quotes
and information.

To get instant
quotes for over
450 other types
of insurance,
select "HOME"
from the drop-
down menu
below.



THIS IS NOT HEALTH INSURANCE FOR PETS

**THIS IS INSURANCE TO PROTECT YOU IF YOU ARE SUED
BECAUSE YOUR PET HURTS SOMEONE ELSE**

**Liability Insurance Quotes for All Types of Animals Such as
Dangerous Dogs, Exotic Animals, Horses, Snakes & Reptiles and Any
Other Type of Animal Starting at \$300 Per Pet**

Call 1-817-710-4294

**Please Read This
Page to Understand
What We Offer
And To Find The
Link At The Bottom
To Get An
Instant Quote**

- Click Here for Rush Requests
- Click Here to See How We Compare to Lester Kalmanson Insurance
- All Quotes Are Annual Estimated Premiums From Insurers Rated B++ Or Higher By A.M. Best® and are PER PET. (As of June 2008, the only insurance company offering this coverage is Lloyd's of London which is rated A by A.M. Best®.)
- Click Here to View a Sample Policy(ies)
- Over 90% of Our Applicants Are Approved at This Estimated Premium or Lower
- Coverage Can Be Bound Within 24 Hours of Receiving Your Complete Application and Estimated Premium
- Payment Options: 1) Pay in Full with Check or Credit Card, or 2) 20%, 30%, or 40% down payment from your checking account + 3, 5, 7, 8, 9, or 10 Equal Monthly Installments
- The premium estimates do not change even if your animal 1) has been labeled "dangerous", 2) has had an "incident", 3) has **not** been labeled "dangerous", 4) has **never** had an "incident". This insurance is not like car insurance in which each driver and each car has a different rate. All pets, regardless of type and history, start at \$300. Also, we have never had an animal declined for coverage.

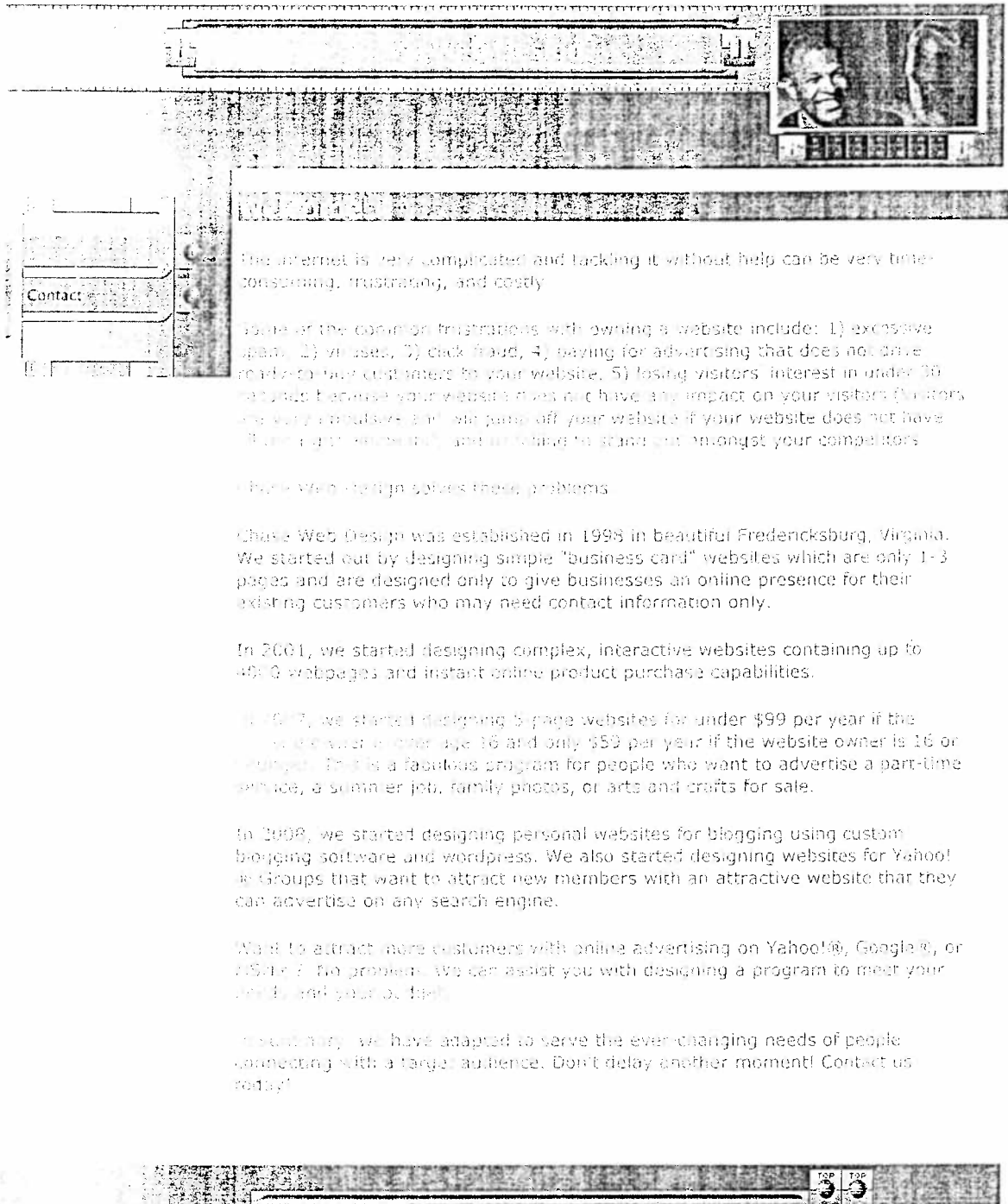
**HOLD YOUR CURSOR HERE TO DISPLAY THE DROP-DOWN
MENU OF OPTIONS INCLUDING GETTING A CUSTOMIZED
INSTANT QUOTE IN LESS THAN 1 MINUTE & APPLYING
ONLINE IN LESS THAN 3 MINUTES**

A new window should open when you click on the above link. If a new window does not open, it is because it is being blocked by your pop-up blocker. Click here to get instructions for turning your pop-up blocker off.

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Website Updated on Thursday, October 1, 2009

Chase Carmen Hunter, www.ChaseAgency.com, and Chase Financial Services Since 1993 offer insurance to residents of any country in the world including the following states of the United States of America: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, Wyoming. Not all products are available in all states. [Click here to view licenses and state regulator contact information.](#)



FYI

The internet is very complicated and lacking it without help can be very time-consuming, frustrating, and costly

Some of the common frustrations with owning a website include: 1) excessive spam, 2) viruses, 3) click fraud, 4) paying for advertising that does not drive results or does not interest in your website, 5) losing visitors' interest in under 30 seconds because your website does not have any impact on your visitors (visitors are very impatient and will leave your website if your website does not have a strong first impression) and an ability to stand out amongst your competitors

Chase Web Design solves these problems

Chase Web Design was established in 1998 in beautiful Fredericksburg, Virginia. We started out by designing simple "business card" websites which are only 1-3 pages and are designed only to give businesses an online presence for their existing customers who may need contact information only.

In 2001, we started designing complex, interactive websites containing up to 4000 webpages and instant online product purchase capabilities.

In 2007, we started designing 5 page websites for under \$99 per year if the website owner is over age 18 and only \$50 per year if the website owner is 18 or younger. This is a fantastic program for people who want to advertise a part-time service, a summer job, family photos, or arts and crafts for sale.

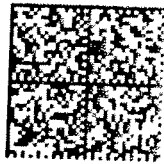
In 2008, we started designing personal websites for blogging using custom blogging software and wordpress. We also started designing websites for Yahoo! Groups that want to attract new members with an attractive website that they can advertise on any search engine.

Want to attract more customers with online advertising on Yahoo!®, Google®, or MSN? No problem. We can assist you with designing a program to meet your needs and your budget.

And many... we have adapted to serve the ever-changing needs of people connecting with a target audience. Don't delay another moment! Contact us today!

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OCT 20 2009
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LESTER KALMANSON AGENCY, INC.
235 S. MAITLAND AVENUE
P. O. BOX 940008
MAITLAND, FL 32794-0008



UNITED STATES POSTAGE
PITNEY BOWES
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0004165090 OCT 14 2009
MAILED FROM ZIP CODE 32751

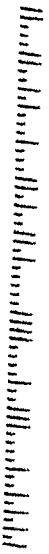
RECEIVED

OCT 16 2009

TEXAS DEPT. OF INSURANCE
MAILROOM

5

7871449104 B09B



Chase Carmen Hunter
4 Peace Pipe Lane
Fredericksburg, VA 22401
November 3, 2009

Brenda Luu
Texas Department of Insurance

RE: Your complaint file 38129

Ms. Luu:

Thank you for giving me an opportunity to respond to your file 38129.

This document is a partial foundation of my pending response ONLY to your "note c" which asks: "Do you agree to voluntarily and immediately discontinue any further use of the advertisements, or similar advertisements until they have been brought into compliance and submitted to us for review?"

I am not yet prepared to answer your question above.

Your question is being reviewed for constitutionality and other matters of law.

In the meantime, I respectfully request that you review the information I am providing below and advise me if you wish to amend the nature of your complaint file 38129.

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7. ALLEGATIONS OF SEXUAL ABUSE
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1 -----DEFINITION OF DEFAMATION-----

1. a publication to one other than the person defamed;
2. a false statement of fact; and
3. that is understood as
 - a. being of and concerning the complainant; and
 - b. tending to harm the reputation of complainant.
4. If the complainant is a public figure, he or she must also prove actual malice.

2-----DEFINITION OF PUBLIC FIGURE-----

Second, let me give you the definition of a public figure: A public figure is someone who has actively sought, in a given matter of public interest, to influence the resolution of the matter. In addition to the obvious public figures (a government employee, a senator, a presidential candidate) someone may be a limited-purpose public figure. A limited-purpose public figure is one who (a) voluntarily participates in a discussion about a public controversy, and (b) has access to the media to get his or her own view across. One can also be an involuntary limited-purpose public figure. For example, an air traffic controller on duty at time of fatal crash was held to be an involuntary, limited-purpose public figure, due to his role in a major

public occurrence.

Examples of public figures:

- A former city attorney and an attorney for a corporation organized to recall members of city counsel
 - A psychologist who conducted "nude marathon" group therapy
 - A land developer seeking public approval for housing near a toxic chemical plant
 - Members of an activist group who spoke with reporters at public events
- Corporations are not always public figures. They are judged by the same standards as individuals.

Third, I would like to provide explicit evidence of the unsavory character of Mitchel Kalmanson that involves misconduct, belligerence, domestic violence, animal cruelty, defamation of his ex-wife's divorce attorney, and allegations of sexual abuse.

I am providing you with this information so that you will understand that the only person causing any harm to Mitchel Kalmanson and/or Lester Kalmanson Insurance Inc is Mitchel Kalmanson.

My advertisement, by comparison to Mitchel Kalmanson's real life, is nothing more than a drop of water in the savage ocean storm known as Mitchel Kalmanson's life.

3-----Fined by the USDA for violations of the Animal Welfare Act-----

On February 1, 2008, Mitchel Kalmanson and Worldwide Exotic Animal Talent Agency LLC were fined \$6000 by the USDA for violations of the Animal Welfare Act. Mitchel Kalmanson admitted to the violations and did not defend the action.

According to a variety of reliable sources, Kalmanson was cited on the following dates for violations of the Animal Welfare Act:

February 16, 2001: Cited for failure to provide environment enhancement to primates

February 4, 2003: Tiger escaped

June 2, 2004: Tiger escaped

2006: Due to insufficient diet, one of Kalmanson's lion cubs dies and one was hospitalized

February 2009: APHIS, a division of the USDA, arrived at the Sorrento, Florida property of Mitchel Kalmanson, they found serious recordkeeping problems. According to the inspection report, "The inventory records indicate that Shakanna (aka angel) is a male when in fact she is a female. Petra is identified as a male on the inventory, but Mike indicates that she is a female. Several of the tigers have 2 different names for the same animal, and each employee may identify the same animal by a different name, which may not be listed on the inventory or other records. During the inspection, Mike could not identify several tigers, and in other cases, gave names that did not appear on the inventory or have been given to other tigers." It would be funny if it wasn't so important for APHIS to be able to track the welfare of individual animals. This is especially important when dealing with Mitchel Kalmanson. In 2006, horribly inadequate diets led to the death of one lion cub and the hospitalization of another at his property. Perhaps most concerning about the February inspection report is a note about missing tigers, "Thirteen tigers are not at the licensee's facility, and are reportedly in travel status in Mexico."

4-----CONVICTED OF DOMESTIC VIOLENCE-----

June 28, 2001: Mitchel Kalmanson pled *nolo contendere* as charged in case number 2001 MM 01660.

The court record states: "Defendant present for sentencing. Represented by Attorney Lubet. Tendered a written plea of *nolo contendere* as charged. Court accepted said plea and withheld adjudication. Judge Miller imposed a sentence of 12 months probation with special conditions: 1) Fine of \$200, 2) Court cost of \$100, 3) 15 hours community service, 4) Psychological evaluation with Dr. Drew Cramer or any recommended counsel or 5) 30 session with Dr. Andrew Cramer involving anger management, individual, 1 per week, 6) restitution if any, reserves right to hearing, 7) Defendant may

leave the state/country for business purposes from July 9-18 and July 25 thru Aug 3 and any other times as agreed by probation, 8) Probation may transfer to orange county 9) GPS off at time of plea, early termination

5---HISTORY OF MISCONDUCT, BEING UNCIVIL, AND BEING BELLIGERENT--

IN DIVORCE PROCEEDINGS:

In an opinion filed on October 12, 2001, in the District Court of Appeal of the State of Florida Fifth District in the case, Mitchel Kalmanson, Appellant v Donna J Kalmanson, Appellee; the court opined as follows:

"The June 19, 2000 hearing on the wife's motion (and other various motions) revealed that the husband was belligerent with the trial court and was making discovery very difficult for the wife.

"Mitchel Kalmanson had paid three previous attorneys \$2500, \$3857.70, and \$21,750.25 to represent him in this proceeding. In fact, during this dissolution proceeding five attorneys withdrew from their representation of the husband.

"Mr. Kalmanson will not comply with the rules of procedure. He will not abide by the orders of this court.

"Charles Davis, an acquaintance of the Kalmansons, testified that the husband 'basically said that he would drag this [dissolution proceeding] out as long as he could because he has a lot more money than she does and he'd eventually bleed her dry. She can't live without money'."

IN BANKRUPTCY PROCEEDINGS:

On August 8, 2008, the US Bankruptcy judge in the US Bankruptcy Court Middle District of Florida Orlando Division case no: 6:04-bk-09253-KSJ opined as follows:

Mitchel Kalmanson engaged in "misconduct" during a deposition and that his response was "untimely, length and largely irrelevant".

However, it was entirely Kalmanson's misconduct which caused debtor's entitlement to reimbursement. Kalmanson did not cooperate with discovery process.

Kalmanson failed "to civilly complete his deposition".

6-----HISTORY OF DEFAMATION LAWSUITS-----

FIRST LAWSUIT

Kalmanson v Lockett, May 2003

In the District Court of Appeal of the State of Florida Fifth District; case no. 5D02-3415

Mitchel Kalmanson unsuccessfully sued Judge Lockett for defamation because Judge Lockett called Mitchel Kalmanson a "murderer" during a phone conversation with a sheriff.

SECOND LAWSUIT

Ducote v Kalmanson, et al, July 2005

In the Civil District Court for the Parish of Orleans, State of Louisiana, Case No. 2005-7437 Docket 5 Sec. I Div 14

Fact: A domain named www.RichardLynnDucoteEsqExposed.com was registered to Mitchel Kalmanson on November 29, 2004, and continues to be registered to Mitchel Kalmanson. Located at www.RichardLynnDucoteEsqExposed.com/pdf/yellowstone.pdf I found what appears to be Mitchel Kalmanson's rough draft of a court document he authored and published, *pro se* (without legal representation), that resulted in this lawsuit against him for defamation. (Document attached)

This lawsuit alleges the following about Mitchel Kalmanson and his conspirators:

"From on or about June 1, 2003, through the present, Defendants have intentionally jointly conspired and schemed to defame, libel, and slander Plaintiff, and to destroy his professional and personal reputation and career, by tortiously planning and undertaking a pervasive nationwide

scheme to file false complaints against Plaintiff with courts and bar associations stating, inter alia, that Plaintiff is a 'criminal" "who must be stopped dead in his tracks", and fabricates abuse allegations; to post defamatory and libelous statements about Plaintiff on the Internet; to contact other abusive men and their attorneys, against whom Plaintiff was litigating, to provide such defamatory information in an effort to ensure that the court would deny or revoke Plaintiff's pro hac vice representation of the abuser's spouse/ex spouse; to contact professional organizations which have engaged Plaintiff to provide training or which have honored Plaintiff, and to promulgate defamatory information about Plaintiff, in an effort to cause the organizations to sever their relationship with Plaintiff, and other such acts as will be established in discovery."

7-----ALLEGATIONS OF SEXUAL ABUSE-----

Citrus: DCF in pincers of bitter divorce

DCF in pincers of bitter divorce

A judge orders investigators to stay away from two children despite claims of abuse. Then, two more judges rule.

By JIM ROSS, Times Staff Writer
© St. Petersburg Times, published July 1, 2002

A judge orders investigators to stay away from two children despite claims of abuse. Then, two more judges rule.

INVERNESS -- Sometimes critics say the state Department of Children and Families fails to properly investigate alleged child abuse. But in one recent case, department workers had the perfect excuse for failing initially to do a complete job:

A Citrus County judge ordered them to stay away from the reported victims. It was an extraordinary ruling that stemmed from an extraordinary divorce case, one whose court file numbers 19 volumes -- so far.

The divorce and the abuse allegation originated in Lake County. But judges there took themselves off the case long ago, and it was assigned to Citrus.

During an eventful seven-day stretch in late June, three Citrus jurists found themselves immersed in the legal quagmire.

It started June 20, when Circuit Judge Ric Howard issued the DCF order. He ruled in favor of Mitchel Kalmanson, a Lake County man who argued that his daughters, ages 6 and 8, would be harmed psychologically if subjected to yet another official investigation of alleged abuse, lawyers involved in the case said.

Kalmanson has accused his former wife, the girls' mother, of filing bogus complaints against him with DCF, law enforcement and other agencies. He calls it harassment, a product of the couple's bitter divorce.

DCF lawyers were incredulous when they learned Howard had issued an injunction prohibiting their investigators from interviewing the children, who were the subject of a complaint the department received on its toll-free hotline.

George Thomson, chief legal counsel for the department in this region, said it was the first such order his senior staff can remember a judge issuing in at least nine years.

State law requires DCF to investigate all complaints and interview all alleged victims. How could a judge tell the department not to do what the Legislature tells the department it must do, DCF lawyers asked.

The lawyers said they would have asked Howard on June 20, but they couldn't: They didn't know about the hearing and thus were not present. They asked the judge to dissolve the injunction and sought a hearing at the earliest possible date: Monday, June 24. But Howard was scheduled to be away at a judicial conference.

Enter County Judge Mark Yerman.

With all circuit judges unavailable, Yerman listened to lawyers for DCF and Donna Robinson, the children's mother, vociferously complain about the injunction.

For starters, they said, Ms. Robinson didn't file the abuse complaint in question. Her lawyer, Jack Moring, later said the complaint came from the Lake County Sheriff's Office, which was acting at least in part on information the mother provided.

The nature of the complaint is confidential, but in court Ms. Robinson indicated it concerned threats against her that she said her former husband made in the presence of their children.

Second, the lawyers said, the father's legal team did not properly notify DCF that the matter was set for hearing June 20.

Even if it had, the action was improper because DCF isn't party to the divorce. And even if that were resolved, DCF said, the judge overstepped his authority by ordering the department to drop its legally required duty to interview the children.

"What I don't understand is why a judge would prevent a state agency to interview the children," Ms. Robinson said during a later interview.

"Whatever is going on, they are the ones experiencing it, and that needs to come out."

Her lawyer, Moring, was outraged by the father's defense team and puzzled by Howard's ruling concerning the injunction and custody of the children.

"It's ludicrous," he said at one point in court.

Seymour Benson, an Orlando attorney who represents the father, said his legal team notified DCF.

They later said the department, when denied access to reported victims, is legally required to seek a court order clearing the way for an interview. That never happened.

During a later hearing, Benson and another lawyer said the mother was harassing the father -- harassment that was harming the children. "She is going to every governmental agency she can," said the other lawyer, Mark Rabinowitz. The mother denies any harassment, saying her complaints are legitimate.

Yerman threw out Howard's order, and the DCF last week interviewed the children. Howard declined a request for an interview.

The status of the abuse complaint is not known because those matters are confidential.

But the case didn't end there. It was back in court Thursday, this time with Circuit Judge Barbara Gurrola on the bench.

Gurrola was the judge of record to begin with, but she was not available June 20 and was attending the conference June 24. Gurrola didn't waste much time getting to the heart of the matter once she found out what had happened in her absence.

It appeared Ms. Robinson was doing whatever she could to make sure "this man does not have a relationship with his children," Gurrola said.

Although not aware whether DCF had resolved the complaint, the judge knew the substance of the complaint after hearing from Ms. Robinson in court. The judge ordered Ms. Robinson not to file complaints against her former husband who, pursuant to Howard's order, now has full custody of the children.

-- Jim Ross writes about social services in Citrus County. Reach him at 860-7302 or jross@sptimes.com. © Copyright, St. Petersburg Times. All rights reserved.

02/11/2009

http://www.sptimes.com/2002/07/01/news_pf/Citrus/DCF_in_pincers_of_bit.shtml

8-----MITCHEL KALMANSON IS EXCESSIVELY LITIGIOUS-----

- 1) Mitchel Kalmanson filed a lawsuit on March 18, 2009, against T W Ackert, Esq., who represented Mitchel Kalmanson in Ducote v Kalmanson, et al (CASE PENDING)
- 2) Mitchel Kalmanson sued Judge Lockett for defamation in 2002/2003 (CASE DISMISSED)
- 3) Mitchel Kalmanson filed motions and complaints with regulators to rescind Richard L Ducote's pro hac vice status (CASE DISMISSED)
- 4) Mitchel Kalmanson sued Ducote for about \$43000 he paid in legal fees to defend himself in Ducote v Kalmanson, et al. Kalmanson did not notify Ducote of this suit and judgment was entered. Ducote later successfully appealed this judgment and the court cleared Ducote's reputation which had been harmed by Kalmanson's actions.
- 5) Mitchel Kalmanson filed motions to unseal sealed records in a bankruptcy proceeding against a debtor. (MOTION DENIED)
- 6) Mitchel Kalmanson's dissolution of marriage proceedings were one of the most publicized, lengthy, and acrimonious proceedings in the Florida community.
- 7) Mitchel Kalmanson regularly motions for judges to recuse themselves or to be disqualified from his cases and he regularly motions to change venue.
- 8) Mitchel Kalmanson's brother, whose office is one block from Mitchel Kalmanson's office, is an attorney.

9-----MITCHEL KALMANSON AND KALMANSON INSURANCE AGENCY INC-----
 -----ARE PUBLIC FIGURES-----

- 1) Mitchel Kalmanson is the former president of Feline Conservation and often writes articles in Feline Conservation Magazine and advertises Kalmanson Insurance Agency Inc in the same magazine
- 2) Mitchel Kalmanson has written articles in Rough Notes and many other magazines
- 3) Mitchel Kalmanson has made statements to newspaper reporters
- 4) Mitchel Kalmanson uses the telephone number and address of Lester Kalmanson Insurance Inc as his contact information on all court documents he files on behalf of Mitchel Kalmanson (and not on behalf of Lester Kalmanson Insurance Inc)

5) Mitchel Kalmanson's website www.LKalmanson.com makes many statements that support this "public figure" status such as stating that he testifies around the world in court cases for Lloyds of London and that he is an expert witness.

Since Mitchel Kalmanson, in all his public statements, written and oral, always includes his affiliation with Lester Kalmanson Insurance Inc; and since Mitchel Kalmanson uses the same contact information on his personal court documents as he uses for Lester Kalmanson Insurance Inc; there is no distinction between Mitchel Kalmanson and Lester Kalmanson Insurance Inc and both are public figures.

Since both are public figures, "malice" is a required motivation. And I was not motivated by "malice" when I published my advertising. My motivation was no different than that of a politician running a fair election campaign who has a conviction that he can be a better leader for the good of the public.

In conclusion, no defamation existed or exists in my advertising that is the subject of your complaint file 38129.

This reply will be posted on the internet in some fashion in the near future since it is a public record.

Also, once I perfect my reply to your complain file 38129, I will submit a copy of it to all state insurance regulators that regulate Mitchel Kalmanson to advise them of his character in general and his violations of the Animal Welfare Act and his criminal history including his domestic abuse conviction and sexual abuse allegations.

And once I have provided you with my complete reply to your three notes (a, b, and c), I am certain you will wish you had spent more time investigating a "real" complaint and not one designed to harass.

Sincerely,

Chase Hunter

~~MONTANA THIRTEENTH JUDICIAL DISTRICT COURT,~~
~~YELLOWSTONE COUNTY~~

IN RE: THE MARRIAGE OF
CAUSE NO. DR 93-0650

CAUSE NO. DR-93-0650

ELAINE SUSAN SAMUEL

JUDGE SUSAN P. WATTERS

Petitioner

and

JAMES GIBSON BOSLOUGH

Respondent

MITCHEL KALMANSON (PRO SE A NON PARTY) RESPONSE TO DUCOTE'S
AND / OR JILL DEANN LARANCE, ESQ. OPPOSITION TO MOTION TO
RESCIND PROHAC VICE STATUS DATED 8-23-04

COMES NOW Mitchel Kalmanson (pro-se a non party) response to Ducote's and / or Jill Deann LaRance, Esq. Opposition to Motion To Rescind Pro Hac Vice Status dated 8-23-04 state as grounds therefore the following:

1. This Opposition To Motion To Rescind Pro Hac Vice dated 8-23-04 is self promoting and self enriching and does not state any legal facts.
2. This Opposition To Motion To Rescind Pro Hac Vice dated 8-23-04 is full of blatant lies and mis-characterizations of actual facts.
3. Copy of:
 - a) Exhibit "A" Final Judgement On Motions For Attorneys' Fees and Costs On Supplemental Petitions To Modify Primary Physical Residence.

b) Exhibit "B" Order Revoking Richard L. Ducote's Authorization To Appear
As Attorney Pro Hac Vice documents speaks for its self.

4. On July 13, 2004 a hearing took place in Judge McNeal's courtroom. Refer to the following pages of the transcript. (Exhibit "C") Transcript of proceedings dated 7-13-04.

a) Page 32 Lines 5 - 10

b) Page 32 Lines 21 - 22

c) Page 32 Lines 22 - 25

d) Page 33 Lines 7 - 9

e) Page 33 Lines 12 - 14

5. Ducote and his associates is / are fakes and outright criminals and he should not be allowed to present smoke screens and / or sham and / or unethical and illegal motions and / or arguments without factual documentation and applicable court orders.

6. Ducote has a history of knowingly making false statements and /or using illegally obtained documents / evidence. Refer to Exhibits "A" and "B".

7. The Louisiana Attorney Disciplinary Board has an active ongoing investigation at this time. Refer to Exhibit "D".

8. Florida Bar has an open active file against him for illegal and unethical activities. Refer to Exhibit "E".

9. Ducote has never appealed McNeal's order revoking his PHV status in Marion County Florida for unethical and illegal activities. Refer to Exhibit "B" respectively.

10. Ducote continues to knowingly make false allegation(s) and bogus statements in an attempt to construct a case to satisfy his personal desire and agenda to retaliate for his own wrong doings and for being revoked with cause by McNeal and other judges through out the USA

11. Ducote continues to ~~gravely~~ injure Kalmanson's reputation by continuing his false and baseless allegations of child sexual abuse.

12. Ducote's actions are with ~~evil~~ intent, ~~malicious~~, wilful, so off the charts and self serving.

13. His stupidity and hatred is such that he can not stop himself.

14. Ducote is a ~~highly financed~~ campaign invested in destroying both myself and other ~~innocent~~ fathers wrongfully convicted and / or charged with ~~baseless~~ allegations of sexual abuse and / or other false charges, etc.

15. This individual (Ducote) and his associates should be stopped dead in their tracks a.s.a.p. and have his PHV privileges revoked and sanctioned accordingly by this court under its inherent authority

16. Ducote has a ~~pattern~~ of allegedly ignoring court orders and in fact allegedly instructing witnesses to ignore prior court orders (refer to Court of Ohio County, WV, Case#: 02 CJA-9.

17. Ducote's Opposition To Motion To Rescind Pro Hac Vice is a sham and the undersigned request that reasonable fees and costs be awarded against Ducote for his tactics in Kalmanson's favor.

18. Ducote's actions are narcissistic.

19. Refer to Exhibit "F" Ordered that Appellant's Motion for Stay Pending Appeal etc., filed August 24, 2004.

20. Refer to Exhibit "G" Appellee's Motion To Strike Appellant's Opposition To Fourth Motion To Dismiss & Appellant's Motion For Sanctions and / or In the Alternative Grant Appellee's Motion to Dismiss This Vexatious Appeal and Continued Litigation by Appellant.

21. Kalmanson's right to an evidentiary hearing on the repeated false allegations of sexual abuse made by the Former Wife / Petitioner and / or her co-conspirators / Ducote never occurred in Florida.

22. Refer to Exhibit "H" Order Revoking Pro Hac ... dated 8-25-04 by Judge Allen, Self Explanatory.

23. Refer to Exhibit "I" Letter dated 8-25-04 by Judge Allen, Self Explanatory.

24. On November 1, 2001, the Former Wife freely signed a letter of apology for her actions of falsely accusing Mitchel Kalmanson of molesting his own children. Refer to Exhibit "J". Judge Howard's Order dated 7-11-02. (Before Ducote was involved and started his unethical tactics once again.

WHEREFORE, Mitchel Kalmanson (Pro Se a non party) moves this

Honorable Court to:

- a) An order striking Ducote and / or his associates and / or Jill Deann LaRance comments having anything to do with the Kalmanson case and / or myself personally. *La Rance*
- b) Revoke Ducote's Pro Hac Vice Status and award sanctions. *in favor of La Rance*
- c) Award Sanctions as Deemed appropriate Under the Inherent Authority of this Court and Applicable Fee(s) and / or Expenses in Favor of Kalmanson.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been sent

by U.S. Mail to:

- B.S.*
1. James Gibson Boslough, 3411 Stone Mountain Circle, Billings, MT. 59106.
 2. Richard Ducote, a) 5033 Danneel St., New Orleans, LA, 70115 (home)
b) 731 Fern St., New Orleans, LA 70118 (Office)
 3. ~~Jill Deann LaRance~~, Gillen, LaRance & Syth, P.C., 303 N. Broadway, Suite 600, P.O. Box 1456 Billings, MT 59103-1456.
 4. Florida Bar Department of Lawyer Regulation, 1200 Edgewater Dr., Orlando, FL 32804-6314, Attn: Joanne Marie Stalcup. Case No. 2003-31,639(05B)
 5. Office of Disciplinary Counsel, 4000 S. Sherwood Forest Blvd., Suite 607, Baton Rouge, LA 70816, Attn: Julie White. Complaint#: 0017151

6. Supreme Justice of the Supreme Court of Florida, 500 S. Duval St.,
Tallahassee, FL 32399, Attn: Debbie Casseaux, Chief Deputy Clerk. Case No.
2003-31,639(05B) FL Bar vs. Ducote Case No. SC04-117
- ~~7. George T. Radovich, Attorney at Law, 926 main, Suite 9, Billings, MT 59105.~~
- ~~8. To be hand delivered to Judge Susan P. Watters.~~

MITCHEL KALMANSON
(PRO-SE) a non party
P. O. Box 940008
Maitland, Florida 32794-0008
Telephone: (407) 645-5000
Fax: (407) 645-2810

Chase Carmen Hunter
4 Peace Pipe Lane
Fredericksburg, VA 22401
November 19, 2009

Brenda Luu
Texas Department of Insurance

RE: My Second Partial Response To Your Complaint File 38129 - THIS IS AN AMENDMENT FROM FIRST RESPONSE DATED 11/3/2009. AMENDMENTS ARE SHOWN IN RED FONT.

Ms. Luu:

Thank you for giving me an opportunity to respond to your file 38129 in a second part.

This document is my second partial foundation of my pending response ONLY to your "note c" which asks: "Do you agree to voluntarily and immediately discontinue any further use of the advertisements, or similar advertisements until they have been brought into compliance and submitted to us for review?"

I am not yet prepared to answer your question above.

Your question is being reviewed for constitutionality and other matters of law.

Please, refer to my first partial response dated November 3, 2009, for the definition of "defamation" which requires a statement of fact to be untrue.

After you review the definition of "defamation", I respectfully request that you review the information I am providing below and advise me if you wish to amend the nature of your complaint file 38129.

On September 29, 2009, My Advertising Stated:

1) We Sell Animal Liability Insurance, Including Insurance for Dangerous Dogs and Circus Animals:

Defense: This is true

2) For Less Than Lester Kalmanson Insurance Inc

Defense: documentation provided on November 17, 2009. More documentation can be provided upon request and 7 business days advance notice

3) We Also Sell This Insurance 24 Hours Per Day And Instantly Online

Defense: This is true (and Lester Kalmanson Insurance Inc does not)

4) You Get Your Proof Of Insurance Within 30 Minutes:

Defense: This is true (and Lester Kalmanson Insurance Inc does not)

5) Lester Kalmanson Insurance Inc Sells This Insurance Only During Business Hours, Monday Through Friday,

Defense: This is true and is apparent on two or three occasions when I have called Lester Kalmanson Insurance Inc during evening and weekend hours. Lester Kalmanson Insurance Inc has only an answering service that takes phone messages during evenings and weekends; whereas, I provide a live help via live online chat and telephone 24 hours per day.

6) And Only After They Receive The Original Application and Premium IN THE MAIL.

Defense: This is true and is advertised on LKalmanson.com in several places where it is stated, "BOTH FORMS REQUIRE WET SIGNATURES AND MUST BE MAILED TO OUR OFFICE TO PROCESS THE APPLICATION"

7) The Office Manager Will Tell You That She Can Issue the Policy Instantly But She Can Not Issue It Instantly, Over the Telephone The Way We Do.

Defense: same answer as number 6 above.

8) She Can Only Issue It AFTER She Receives the Application and Premium in the Mail. And She Will Instruct You to Overnight Mail the Application and Premium.

Defense: same answer as number 6 above

9) Which Costs \$15 or More

Defense: This is true

10) But We Can Issue Coverage Over the Phone and Email Your Policy Within 30 Minutes

Defense: This is true

11) We Accept Downpayments as Low as 20%

Defense: This is true

12) Whereas Lester Kalmanson Insurance Inc Requires the Full Annual Premium Before Binding Coverage

Defense: same answer as number 6 above

13) Both Our Policy & Lester Kalmanson Insurance Inc's Policy are Issued By Certain Underwriters at Lloyds of London

Defense: I discovered on about November 17, 2009, that the policies issued by Lester Kalmanson Insurance Inc for animal liability insurance are issued through Certain Underwriters at Lloyds of London and that these policies are distinctly different from the policies issued by Evolution Insurance Brokers through Certain Underwriters at Lloyds of London. So, although Certain Underwriters at Lloyds of London is the issuer of the insurance coverage for policies purchased through Lester Kalmanson Insurance Inc and the issuer of policies purchased through Evolution Insurance Brokers in CA, RI, NH, and NY; the policy language is distinctly different between the two policies. I know this ONLY by reviewing the declarations pages of the policies issued by Lester Kalmanson Insurance Inc. I have been unable to find an insured of or former insured of Lester Kalmanson Insurance Inc's animal liability insurance who received anything or than the declarations page and an addendum.

14) How do We Know We Cost Less?

Defense: None. No Defense Required for This Statement.

15) We Sold a Policy in 2009 to a Texas Resident For a Dangerous Dog for \$300 Annually.

Defense: This is true

16) Lester Kalmanson Sold the Same Person a Policy With the Same Limits of Coverage for the Same Dog for \$2400 Annually.

Defense: Documentation provided by email on November 17, 2009.

17) Our Rates are Determined ONLY by the Breed, Weight, & Bite History of the Animal.

Defense: This is true.

18) In 2009, Tara, The Office Manager at Kalmanson Insurance, When We Once Sold Policies Through Kalmanson for a Brief Time, Said That Each Policy is Priced on a Case-By-Case Basis.

Defense: This is true.

19) Therefore, Two Dogs With the Same Weight, Breed, and Bite History Might Have Different Premiums

Defense: This is true if each policy is priced on a "case-by-case" basis.

20) That Seem to be Based Primarily on the Highest Dollar Amount That the Dog Owner Can Possibly Pay (As is Evidenced By the Huge Difference in the Premium for the Texas Dog Referenced Above)

Defense: use of the words "seem to be" indicates an expression of opinion, not based on fact, but rather based on a true comparison and a reasonable conclusion arising from such comparison

21) In 2009, Tara, the Office Manager at Kalmanson Insurance Was Furious When We Gave an Insurance Applicant a "Ballpark" Quote Over the Telephone For Her Animal Liability Insurance

Defense: This is true.

22) Because, Tara Said, Each Applicant is Priced Differently and No Consistency in Premiums Can Be Expected From One Applicant to Another Applicant Despite the Fact That the Applicants Have Similar Animals and Similar Bite Histories and Live in the Same Neighborhood.

Defense: This is true. On 7/29/2009 Tara gave me a quote for a Pit Bull living in Pennsylvania, weighing 60 pounds, and who had bitten another dog. The quote was \$450.39. On 8/4/2009, I gave another applicant in Pennsylvania, who owned a Shepherd mix, weighing 35 pounds with no bite history (but had been deemed dangerous for barking at a neighbor) a "ballpark" quote of \$612.22. This was based on the \$450.39 I received from Tara on 7/29/2009 for a similar dog in the same state. But I added about \$150 + tax to this quote of \$450.39 to allow for some pricing wiggle room since Tara

had previously stated that there is no consistency in pricing and that each dog is underwritten on a case-by-case basis.

When I emailed Tara an application requesting a quote for the Shepherd mix on 8/4/2009, I told her that I already collected the estimated premium based on an "amount for a previous quote you gave me for a bigger dog with a bite history for a higher limit. But this is a smaller dog, without bite history, and a lower limit. Can you provide a quote?"

Tara refused to provide a quote because she was furious that I provided the applicant with this "ballpark quote"; and on 8/6/2009 Tara sent me an email advising me: "Having said the above, please do not e mail or contact our agency again."

23) How Would You Like Knowing That Your Neighbor's Pit Bull is Insured at a Cost That is a Fraction of What You Pay With No Obvious Reason Why You Pay More Other Than Your ABILITY TO Pay More or Your Willingness to Pay More?

Defense: not a statement of fact

Further defense: the producer agreement I signed with Lester Kalmanson Insurance Inc on about July 27, 2009, and emailed to Lester Kalmanson Insurance Inc to tara@lkamanson.com made absolutely no reference, directly or indirectly, to "privilege", "non-competition", "proprietary", "servicemark", "trademark", "confidentiality", or any other terms that would prohibit my advertising. Further, Tara never gave me a fully-executed producer agreement. As such, to my knowledge, the producer agreement was never affirmed by Lester Kalmanson Insurance Inc because, apparently, Tara decided that giving a "ballpark" quote to an insurance applicant is sufficient to terminate any proposed agreement with me.

Sincerely,

Chase Hunter

From: <---Chase Hunter---> [ChaseH@ChaseAgency.com]
Sent: Friday, November 06, 2009 2:33 PM
To: 'Brenda Luu'
Cc: 'Jack Evins'
Subject: RE: Complaint file 38129

Ms. Luu:

Whenever one of my competitors complains about me to all the regulators in 45 states, you are always the ONLY regulator IN ALL THE STATES who launches an investigation.

Your last investigation turned up nothing.

And so will this one.

I know I have 10 days to respond. Thank you for emailing expiration dates below. But if I have 10 days to respond, there is no reason for you to email me telling me, a second time, WITHIN THAT 10-DAY TIME FRAME, that I have 10 days to respond.

See below.

-----Original Message-----

From: Brenda Luu [mailto:Brenda.Luu@tdi.state.tx.us]
Sent: Friday, November 06, 2009 12:37 PM
To: <---Chase Hunter--->
Cc: Jack Evins
Subject: Complaint file 38129

Ms. Hunter,

We received your emails dated November 3, 2009. Thank you for your explanations; however, please respond to our items listed under the "Note" in my letter dated October 29, 2009, as restated below.

- a) Any documentation demonstrating that you hold a surplus lines agent's license. Please provide us a copy of your surplus lines agent's license or confirmation that you do not hold such a license in Texas by **November 9, 2009**.

YOUR PREVIOUS OBJECTION REGARDING THIS MATTER:

1. **To comply with the Texas Insurance Code (TIC), §981.202, an agent licensed by this state may not issue or cause to be issued an insurance contract with an eligible surplus lines insurer unless the agent possesses a surplus lines license issued by the department. You do not have a surplus lines license.**

MY RESPONSE: MISS LUU, YOU HAVE NO EVIDENCE THAT I HAVE ISSUED AN INSURANCE CONTRACT WITH AN ELIGIBLE SURPLUS LINES INSURER. AS SUCH, YOU HAVE NO EVIDENCE THAT I VIOLATED THIS CODE. MY ADVERTISING DID NOT INDICATE THAT I WAS A LLOYDS OF LONDON SURPLUS LINES AGENT. AND I HAVE NEVER VIOLATED THIS TEXAS CODE.

THE FOLLOWING TEXAS CODES ARE, IN PART, MY RESPONSE TO YOUR ALLEGATION IN NOTE A

Sec. 981.212. ACCEPTING SURPLUS LINES INSURANCE FROM OTHER AGENTS. (a) A surplus lines agent may originate surplus lines insurance or accept surplus lines insurance from another agent who is licensed to handle the kind of insurance being accepted.

(b) A surplus lines agent who accepts surplus lines insurance from an agent may share a commission with that agent.

MY COMMENTS: THESE SECTIONS BELOW AND ABOVE SHOW THAT A SURPLUS LINES AGENT MY ACCEPT SURPLUS LINES INSURANCE FROM ANOTHER LICENSED GENERAL PROPERTY CASUALTY AGENT.

Sec. 981.220. MANAGING GENERAL AGENTS; LIMITED AUTHORITY OF CERTAIN AGENTS. A surplus lines license granted to a managing general agent who is not also licensed under Chapter 4051 is limited to the acceptance of business originating through a licensed general property and casualty agent. The license does not authorize the agent to engage in business directly with the insurance applicant.

b) Proof to show that Lester Kalmanson Insurance sold the same person a policy with the same limits of coverage for the same dog for \$2400 annually.

Your response: Your letter dated November 3, 2009 stated,"ample documentation to provided at a later date. I estimate within two weeks." **Please provide support by November 17, 2009.**

c) Do you agree to voluntarily and immediately discontinue any further use of the advertisements, or similar advertisements until they have been brought into compliance and submitted to us for review? Please respond by **November 9, 2009.**

MY RESPONSE:

LKALMANSON.NET HAS BEEN CHANGED TO ONLY SHOW "THIS DOMAIN IS FOR SALE". THIS WAS DONE ONLY AS A COURTESY SINCE USING LKALMANSON.NET IN THE WAY IT WAS USED IS ABSOLUTELY ACCEPTABLE IN EVERY APPLICABLE MATTER OF LAW AND REGULATION.

BUT AS FAR AS REMOVING SIMILAR ADVERTISING USED ELSEWHERE:

I RESPECTFULLY RESPOND WITH A "NO" FOR NOW SINCE YOU HAVE NOT USED FACTS TO ESTABLISH NON-COMPLIANCE.

YOU HAVE NOT SHOWN THAT MY ADVERTISING IS NOT IN COMPLIANCE AND YOU CANNOT DO SO UNTIL YOU HAVE THE ANSWERS TO NOTES A AND B.

I CAN ONLY AGREE TO CHANGE MY ANSWER TO YOUR QUESTION IN YOUR NOTE C ONLY AFTER YOU ESTABLISH, USING FACTS, THAT MY ADVERTISING IS NOT IN COMPLIANCE.

YOU MUST FIRST ESTABLISH, USING FACTS AND NOT YOUR ASSUMPTIONS, THAT MY ADVERTISING IS NOT COMPLIANT BEFORE YOU HAVE DISCRETION TO LABEL IT NON-COMPLIANT.

ONCE I FULLY RESPOND TO YOUR NOTE A AND NOTE B, YOU CAN MAKE A DECISION REGARDING COMPLIANCE OF MY ADVERTISING AND THEN CONTACT ME WITH REGARD TO YOUR DECISION.

IF, AFTER YOU HAVE THE FACTS, YOU BELIEVE IT IS NOT IN COMPLIANCE, THEN YOU MUST TELL ME EXPLICITLY WHAT YOU BELIEVE IS NON-COMPLIANT, SUPPORT YOUR CONCLUSIONS WITH SPECIFIC MATTERS OF LAW AND REGULATION, AND TELL ME HOW YOU WANT THE ADVERTISING AMENDED TO MEET YOUR COMPLIANCE STANDARD.

Pursuant to Section 38.001 of the Texas Insurance Code, a written response is required no later than ten (10) days after receipt of my letter dated October 29, 2009. We are extending that deadline regarding item b) as indicated above. Failure to comply, including failure to provide **all** information requested, could result in our referring the violations to our Enforcement Division for possible disciplinary action. You can reply by email or fax the response to my attention to (512) 305-8192.

The complaint file remains open until we receive your response under our "Note." Thank you for your cooperation.

Brenda Luu

Brenda Luu
Insurance Specialist
Advertising Unit, Consumer Protection
Mail Code 111-2A, (512) 305-6742
Brenda.Luu@tdi.state.tx.us

>>> "<---Chase Hunter--->" <ChaseH@ChaseAgency.com> 11/3/2009 3:32 AM >>>

disregard the previous attachment. it was the wrong attachment.

the correct document is attached

-----Original Message-----

From: <---Chase Hunter---> [mailto:ChaseH@ChaseAgency.com]

Sent: Tuesday, November 03, 2009 1:19 AM

To: 'brenda.luu@tdi.state.tx.us'

Subject: Your file 38129

see attached.

Chase Carmen Hunter
4 Peace Pipe Lane
Fredericksburg, VA 22401
November 17, 2009

Jeffrey Ulmann
Knight & Partners
Attorneys At Law
223 W. Anderson, Suite A-105,
Austin, Texas 78752

VIA EMAIL TO KNIGHT & PARTNERS AT attorneys@cityattorneytexas.com

RE: Dangerous Dog Insurance Problem; City of Kyle, Texas

Dear Mr. Ulmann:

This letter is to advise you that Animal Control Officer (ACO) Briana Breecher and all other people in authority who were involved in this situation described below have made a terrible mistake that must be corrected and avoided in the future.

Here are the facts:

- 1) A poodle named **REDACTED** was deemed dangerous in or before March 2009.
 - a. This "dangerous" dog designation appears to be unwarranted since this dog does not meet the definition of a "dangerous dog" pursuant City of Kyle Ordinance No. 287-1, Article IV, Section 102.
 - b. Chief Blake admitted in an email dated April 3, 2009: "Your client, "**REDACTED**", the 12 pound poodle, has generated approximately twenty (20) complaint calls from neighbors wherein parents of area children report that the animal frequently roams at-large and charges at their youngsters, placing them in fear of bodily injury. The dangerous dog policy was required due to the fact that "**REDACTED**" has bitten two separate children on two separate occasions without provocation."
 - i. The number of complaints is not an element of City of Kyle Ordinance No. 287-1
 - ii. The only relevant issue is whether or not **REDACTED** caused "injury"
 - iii. By mentioning the number of complaints before referencing the justification used for making the dangerous dog determination, it appears that Chief Blake and ACO Breecher are more frustrated with the volume of complaints than they are concerned about the alleged "injuries". Also, no mention regarding the degree of injury was made. Whenever I talk to animal control officers about injuries, the animal control officer goes into great detail about such injuries

including the location of the injury, the number of stitches needed, medical evacuation costs, hospitalization, gender of the victim, etc. As such, I believe these "injuries" alleged by Chief Blake were insignificant or non-existent.

- c. I believe that a bite by a 12-pound Poodle could not inflict "injury" and this is a required element of the "dangerous dog" definition in the City of Kyle Ordinance No 287-1. Further, any child who can kick a soccer ball could easily defend himself from a 12-pound Poodle by kicking the Poodle the same way he kicks a soccer ball. The result is that the child has the ability to inflict more injury upon the Poodle than the Poodle could inflict upon him.
 - d. The City of Kyle Ordinance No. 287-1 does not define "injury". It is common practice in the United States to define "injury" by a dog as bodily harm which includes the following elements: broken skin, the presence of blood, and required professional medical treatment.
 - e. It is my understanding and belief that **REDACTED**'s actions never caused an "injury" as defined above and that **REDACTED** should not have been deemed dangerous.
- 2) When the dog owner purchased the dangerous dog insurance from me on April 1, 2009, and presented it to ACO Briana Breecher, the dog owner was accused of presenting a "fake" policy.
- a. I have emails dated in April 2009, from Officer Breecher's supervisor, Chief Blake that admit this. He denied that ACO Breecher called the policy "fake" but admitted that she said she needed to "verify" the policy for legitimacy (which means she didn't believe the policy was real: that it was "fake")
 - b. Chief Blake also stated that ACO Breecher had never seen an animal liability policy previously; (yet, she was bold enough to doubt the legitimacy of this first animal policy she had seen).
 - c. Chief Blake stated that in his opinion, the policy did not look legitimate but also admitted his inexperience in insurance matters.
- 3) The dog owner was told to buy a second "real" policy and was referred by ACO Breecher to Lester Kalmanson Insurance Inc.
- 4) I have email and voicemail confirmations of this fact from both the dog owner and Chief Blake: that the dog owner was told to buy a **second** (emphasis) policy.
- 5) Officer Breecher told me on the telephone that even though she finally felt confident that my policy was not fake, my policy was rejected because my policy required the dog to be muzzled.
- a. My policy does not state this. And I know, as a matter of fact, that ACO Breecher never read my policy. So, I don't know how Officer Breecher came to this conclusion.
- 6) When I told Officer Breecher during a phone conversation that my policy does not require the dog to be muzzled, she yelled at me, "The City Attorney made the decision. I had nothing to do with it [the decision to reject my policy]." The telephone call was abruptly ended.

- a. I later spoke with a city attorney, Jeffrey Ulmann, who told me he had no knowledge of this policy or the circumstances surrounding it. He also had no file or information regarding this dangerous dog.
- 7) The dog owner purchased a second dangerous dog policy on April 6, 2009, from Lester Kalmanson Insurance Inc.
 - a. I have the declarations pages of both policies insuring this same dog and proof that the declarations page of the second policy was faxed to Officer Briana Breecher's attention at 512-268-2330
- 8) I have proof that Officer Breecher's file for this dangerous dog **REDACTED** contains the declarations pages of TWO policies insuring the same dog.
- 9) If the city attorney did review my policy and compared it to Lester Kalmanson Insurance Inc's policy (which was issued by Certain Underwriters at Lloyds of London), why was the Lester Kalmanson Insurance Inc policy accepted while my policy was rejected? The Lester Kalmanson policy had no "off-premise coverage," as issued, and provides no coverage until the \$10,000 or \$20,000 "self-insured retention" (SIR) is met (\$10,000 if only bodily injury sustained and \$20,000 if bodily injury and property damage are sustained) (see TABLE A)
 - a. Further, both policy limits are reduced by loss adjustment expenses; so, a \$100,000 policy will never pay out \$100,000 to an injured person. It will pay only what is left over AFTER all claim expenses are subtracted INCLUDING LEGAL FEES.
 - b. It is typically written into these policies issued by Certain Underwriters at Lloyds of London and by Prime Insurance Company that the duty to defend will immediately terminate if the insured does not pay the full amount of the SIR in a timely manner. As a result, if the insured cannot pay her \$10,000 or \$20,000 SIR in the event of a claim defended by the Certain Underwriters at Lloyds of London policy; she will lose her defense of the otherwise insurable claim. (I have issued only a few policies with SIR's higher than \$2500 because the average person has absolutely no means to pay an SIR higher than \$2500 and would be in jeopardy of having her defense terminated for this reason.) So, the Certain Underwriters at Lloyds of London policy issued by Lester Kalmanson Insurance Inc has a very high likelihood of providing no defense in the event of a claim.
- 10) My policy cost thousands of dollars less than the policy issued by Lester Kalmanson Insurance Inc.
- 11) My policy fully complies, as it was issued, with the City of Kyle Ordinance No. 287-1, Article IV, Section 117, Paragraph A, subsection 1.

TABLE A

	www.ChaseAgency.com	Lester Kalmanson Insurance Inc
Limits		
Per Person	n/a	n/a
Per Incident	\$50,000	\$100,000
Aggregate	\$100,000	\$100,000
Self Insured Retention		
Liability/BI	\$2500	\$10,000
Property	\$0	\$10,000
Off-Premise Coverage	Included	Specifically Excluded (but later endorsed on 4/7/2009 for additional premium of approximately \$400. The City of Kyle Ordinance No 287-1 does not specifically require "off-premise" coverage.)
Premium	\$298.99	\$1958.66 + about \$400 for off-premise coverage
Additional Insured	No Charge	\$150 charge

At a minimum, I suggest that the "dangerous dog" determination for **REDACTED** be reversed so that the dog owner is no longer required to carry "dangerous dog" insurance.

On its face, it appears that ACO Breecher and Chief Blake, like many animal control officers, wanted this dog owner to modify her behavior and cease allowing her dog to be at-large to end the excessive complaints. But maybe they feared the cost of my policy was insignificant and would not have the effect of modifying the dog owner's behavior to their satisfaction. So, a variety of unreasonable excuses about the insufficiency of my policy arose. They then referred the dog owner to Lester Kalmanson Insurance Inc, who is widely known in the industry by animal control officers and animal owners for having very high premiums and deductibles. And they required the dog owner to purchase a second policy for the same dog from Lester Kalmanson Insurance Inc at eight (8) times the cost.

I can make the statement above with confidence because I provided ACO Breecher and Chief Blake with explicit instructions on how to verify the legitimacy of an insurance policy and they ignored my instructions and continued to express doubt in the legitimacy of my policy.

Further, Chief Blake asked me, via email, how to read the declarations page of my insurance policy which reveals that he and ACO Breecher have little or no insurance

knowledge and should not have had authority to determine the validity of the policy, or at a minimum, they should have taken my written advice on how to validate the policy.

I believe that city employees and elected officials charged with the duty of reviewing insurance policies, who also have little or no experience in such matters, should have referred the matter to their city attorney for assistance rather than rejecting my inexpensive policy for reasons that seem fabricated (policy is fake, muzzle is required, doesn't comply with ordinance, etc)

I admit that I took a strong stance with ACO Breecher and Chief Blake in the past. And I do support law enforcement in the usual course of my life experiences. But I believe it was 1) unlawful to deem **REDACTED** dangerous, 2) unlawful to accuse the dog owner of presenting a "fake" policy without having a good reason to believe the policy was fake, 3) unfortunate that ACO Breecher and Chief Blake have limited/no insurance experience yet are charged with the responsibility of administering insurance requirements, and 4) unlawful to reject my policy despite the fact that it does comply with City of Kyle Ordinance No 287-1.

I want to be in alliance with all those in the City of Kyle and will help in the future in any way possible to prevent such debacles.

If the City of Kyle wants the benefits of the expertise of an insurance professional to help with other insurance matters, I will be happy to consider assisting you in any way possible on a case-by-case or contractual basis.

Sincerely,

REDACTED

Chase Hunter

cc: **REDACTED**

cc: **REDACTED**

Declarations

This Declarations Page is issued in conjunction with and forms a part of Policy Number **REDACTED**
IIE# 00000000000001

Customer No.: 1924

Item 1. Name of Insured:

**PURCHASED INSTANTLY ONLINE
FROM WWW.CHASEAGENCY.COM**

REDACTED

Item 2. Policy Period: From 04/01/2009 to 04/01/2010 (12:01 AM- Standard Time at the Address of the Insured)

Retroactive Date: 04/01/2009

Item 3. Description of coverage afforded hereunder: Animal Liability

Item 4. Limits of Liability:

Per Accident: \$50,000.00

Liability SIR: \$2,500.00

Policy Aggregate: \$100,000.00

Limitations: The Policy provides coverage for only those activities and operations otherwise covered under the Policy as listed below and for which a specific coverage charge has been paid.

Classification and Description of Insured Hazards:

REDACTED Type: Other; Registration #: will provide later; Bites: Child-
0/Adult-0

Item 5. Premium:	\$270.00
Inspection/Policy Fees:	\$15.00
Tax:	\$13.82
SLSC:	\$0.17
TOTAL	\$298.99

Item 6. 100% Premium Earned at Inception.

Item 7. Endorsements and forms attached to this Policy: [PAP-99-06](#), [PAL-00-01](#)

Item 8. Underwriting Syndicate: Prime Insurance Company

Item 9. Exchange Broker: IEBS

Item 10. Producer: Evolution Insurance Brokers, LLC

Item 11. Retail Agent: Chase Carmen Hunter

INSURANCE COVERAGE HEREUNDER IS PROVIDED TO THE NAMED INSURED OR REINSURED THROUGH THE FACILITIES OF INEX (FORMERLY KNOWN AS THE ILLINOIS INSURANCE EXCHANGE) AND IS ISSUED IN ACCORDANCE WITH ARTICLE V-1/2 OF THE ILLINOIS INSURANCE CODE AND THE INEX REGULATIONS. COVERAGE IS PROVIDED SOLELY BY THE UNDERWRITING SYNDICATE(S) LISTED HEREIN. INEX, ITSELF, IS NOT AN INSURER AND, ACCORDINGLY, IS NOT A PARTY TO THE CONTRACT AND HAS NO LIABILITY HEREUNDER. EACH UNDERWRITING SYNDICATE LISTED ACCEPTS INDIVIDUAL AND SEVERAL LIABILITY BUT HAS NO JOINT LIABILITY. Issue Office: I.E.B.S., 8722 South Harrison St. Sandy, UT 84070 THIS INSURANCE CONTRACT IS REGISTERED AND DELIVERED AS A SURPLUS LINES POLICY UNDER THE SURPLUS LINE LAWS IN THE STATE WHERE THE NAMED INSURED IS LOCATED. THE INSURANCE IS NOT ISSUED BY AN INSURANCE COMPANY REGULATED BY THE STATE WHERE THE INSURANCE IS ISSUED AND IS NOT PROTECTED BY ANY STATE INSURANCE GUARANTEE FUND.

Rick J. Lindsey; 1361801

PLEASE DELIVER A.S.A.P.
FROM: KALMANSON AGENCY
TO: RICHARD LAIRD / NCG

DATE: 4-6-09

BINDING SHEET CLAIMS MADE POLICY FORM
100% LLOYDS / LONDON

- 1) NAMED INSURED(S): REDACTED
- 2) MAILING ADDRESS: REDACTED
- 3) INSURED LOCATION(S): SAME AS ABOVE ONLY
- 4) EFF:/EXP. DATE: FROM: 4-6-09 TO: 4-6-10 TERM: ANNUAL
- 5) RETRO ACTIVE DATE: 4-6-09 DATE OF INCEPTION
AT 12:01 AM LOCAL STANDARD TIME
- 6) PRIOR ACTS COVERAGE AFFORDED: NONE
- 7) ERP OFFERED (EXTENDED REPORTING PERIOD): YES
- 8) DESCRIPTION OF RISK (TO BE INSURED !): SEE ATTACHED ADDENDUM "A"
- 9) TYPE OF COVERAGE TO BE AFFORDED: OL&T - MANUSCRIPT POLICY FORM
- 10) LIMITS OF LIABILITY: US \$100,000 PER OCC. / \$100,000 AGG
- 11) DEDUCTIBLE: US\$10,000 PER CLAIM (BI&PD) INCLUDING L.A.E.
- 12) PREMIUM:
A) LIABILITY PREM: US\$1,612 + \$100 PF + \$155 IF + \$90.54 TAX
+ \$1.12 SF
B) TERRORISM PREMIUM: DENIED
C) ADDITIONAL INSUREDS PREMIUM:
\$150 + TAX EACH IF REQUESTED
D) TOTAL TERM PREMIUM: US\$1,958.66 (FULLY EARNED)

13) PRIOR LOSSES PAST 3 YEARS: 1 INCIDENT

14) PRIOR CARRIER: (IF KNOWN) NONE

PLEASE CONFIRM THE ABOVE BINDING SHEET AGREEABLE AS STATED ABOVE.

CONFIRM BY RETURN FAX. A.S.A.P. - COVERAGE BOUND THANK YOU

DATE: 4-6-09

DATE:

MITCHEL KALMANSON

OR

TJK
INT.

CLAIMS MADE
CONFIRMATION OF INSURANCE

AGENCY: LESTER KALMANSON AGENCY INC.
P.O. BOX 940008 MAITLAND, FL. 32794-0008 U.S.A.
PH) 407-645-5000 - FAX) 407-645-2810

DATE: 4-6-09

POLICY #: REDACTED

IN ACCORDANCE WITH YOUR INSTRUCTIONS, WE HAVE EFFECTED THE FOLLOWING
INSURANCE COVERAGE. THE PREMIUM FOR THIS INSURANCE IS DUE AND PAYABLE
AS OF THE ATTACHMENT DATE, UNLESS OTHERWISE AGREED.

NAMED INSURED / ADDRESS:

REDACTED

(DESIGNATED) INSURED LOCATION: SAME AS ABOVE ONLY

PERIOD OF INSURANCE: FROM: 4-6-09 TO: 4-6-10 TERM: (ANNUAL)
(BOTH DAYS FROM 12:01 AM LOCAL STANDARD TIME !)

DESCRIPTION OF INSURANCE: SEE ATTACHED ADDENDUM "A" FOR DETAILS

POLICY FORM: OWNERS', LANDLORDS', & TENANTS' LIABILITY INSURANCE
(A MANUSCRIPT POLICY FORM !)

LIMIT OF LIABILITY: \$100,000 PER OCCURRENCE / \$100,000 AGGREGATE

PRIOR ACTS COVERAGE AFFORDED: NONE

TERRORISM: DENIED

RETRO ACTIVE DATE: 4-6-09/DATE OF INCEPTION @12:01 AM LOCAL STD TIME

DEDUCTIBLE: \$10,000 PER CLAIM (BODILY INJURY/PROPERTY DAMAGE)
INCLUDING L.A.E.

PREMIUM: \$1,958.66 (INCLUDING FEES) (PREMIUM IS 100% FULLY EARNED)

CONDITIONS: SUBJECT TO POLICY ISSUANCE

ADDITIONAL INSURED'S: \$150 + TAX EACH IF REQUESTED

CARRIER: 100% - CERTAIN UNDERWRITERS AT LLOYDS / LONDON

THIS DOCUMENT IS INTENDED AS EVIDENCE THAT THE INSURANCE DESCRIBED
HEREUNDER HAS BEEN EFFECTED AS STATED. IMMEDIATE ADVICE MUST BE GIVEN
OF ANY DISCREPANCIES, INACCURACIES OR NECESSARY CHANGES.

4-6-09
DATE ISSUED

X

MITCHEL KALMANSON - PRES.

REDACTED

AGENCY: LESTER KALMANSON AGENCY INC.
P.O. BOX 940008 / MAITLAND, FLORIDA - U.S.A.
PH: 407-645-5000 FAX: 407-645-2810

POLICY PERIOD / TERM: 4-6-09 / 4-6-10
(12:01 AM LOCAL STANDARD TIME)

POLICY NUMBER: REDACTED

DESCRIPTION OF CLAIMS MADE LIABILITY INSURANCE COVERAGE(S) AFFORDED:

INDIVIDUAL CANINE ANIMAL OWNERS LIABILITY FOR ONE (1) OWNED /
SCHEDULED CANINE (MALE WHITE POODLE) AKA REDACTED TO BE USED AS A
PERSONAL PET ONLY WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF
THE RESIDENT HOUSEHOLD MEMBER(S) &/OR GUEST(S) ONLY & WHILE ON THE
NAMED INSURED'S DESIGNATED PREMISES LOCATED AT REDACTED

REDACTED

POLICY CONDITIONS:

- 1) INDIVIDUAL CANINE ANIMAL OWNER'S LIABILITY COVERAGE AFFORDED IS LIMITED TO DIRECT BODILY INJURY &/OR PROPERTY DAMAGE CAUSED BY THE OWNED / SCHEDULED CANINE ONLY
- 2) PREMISES LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED FOR THE NAMED INSURED'S DESIGNATED PREMISES UNLESS OTHERWISE ENDORSED HERETO &/OR HEREUNDER & AN ADDITIONAL PREMIUM CHARGE IS MADE
- 3) NO LEGAL LIABILITY COVERAGE IS AFFORDED FOR ANY CARE, CUSTODY &/OR CONTROL OF ANY NON OWNED ANIMAL(S) / CANINE(S)
- 4) NO LIABILITY COVERAGE IS AFFORDED FOR ANY COMMERCIAL ACTIVITY(S) &/OR OPERATION(S) UNLESS SPECIFICALLY ENDORSED HERETO &/OR HEREUNDER & AN ADDITIONAL PREMIUM CHARGE IS MADE
- 5) ANIMAL MORTALITY COVERAGE IS SPECIFICALLY EXCLUDED
- 6) NO PHYSICAL DAMAGE COVERAGE IS AFFORDED UNLESS SPECIFICALLY SCHEDULED HERETO & AN ADDITIONAL PREMIUM IS CHARGED
- 7) INDIVIDUAL CANINE ANIMAL OWNER'S OFF PREMISES LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED UNLESS OTHERWISE ENDORSED HERETO &/OR HEREIN & A SEPARATE PREMIUM IS CHARGED