

**STATE OF SOUTH DAKOTA
DEPARTMENT OF LABOR AND REGULATION
DIVISION OF INSURANCE**

**IN THE MATTER OF
ASHLEY EASTLACK**

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)
)

**FINAL DECISION
INS 25-002**

This matter came for hearing before the Office of Hearing Examiners on July 30, 2025, pursuant to a Notice of Hearing issued by the South Dakota Division of Insurance (“Division”) on June 30, 2025. Callie Pospishil appeared as counsel for the Division with a witness, Haelly Pease. Ashley Eastlack (“Eastlack”) did not appear in person or through counsel. The Division admitted its Exhibits 1 through 10 into evidence through its witness, Haelly Pease.

The Office of Hearing Examiners, through Hearing Examiner Anita Fuoss, entered and served a Proposed Decision regarding the parties on September 19, 2025. After reviewing the record and the Proposed Decision, this Final Decision follows and includes Findings of Fact, Reasoning, Conclusions of Law, and the Order. I adopt the Hearing Examiner’s Proposed Decision with modifications, the reasons for which are noted in footnotes relating to those areas pursuant to SDCL 1-26D-8. Documentary evidence will be cited as “(Exhibit ___)”.

ISSUE

Whether the Insurance Producer License of Ashley Eastlack should be revoked due to having:

1. Misrepresented the terms of an insurance contract, in violation of SDCL 58-30-167(5) & (8);
2. Sold policies under a disapproved association, in violation of ARSD 20:06:42:01; and
3. Failed to respond within 20 days to the Division's requests dated October 1, 2024, November 26, 2024, and December 18, 2024, in violation of SDCL 58-33-66(1) and 58-30-167(7).¹

FINDINGS OF FACT²

1. Eastlack is licensed by the Division as an insurance producer on October 24, 2022. The license is currently active. (Exhibit 1)

¹ The years for correspondence in this Issue are 2024, not 2025. Failing to respond is an Unfair Trade Practice.

² These Findings contain references to the administrative record not referenced by the Hearing Examiner and add references where there were none. This Final Decision is modified to include additional relevant undisputed facts in the record.

2. On June 10, 2024, a referral was received from the Division's consumer complaint area. The complaining consumer had lost their comprehensive health insurance coverage due to job loss and was seeking a replacement policy. (Exhibit 2)
3. The consumer was sold an "Individual Accident and Sickness Hospital Indemnity Insurance Policy" which states in the Member Information that the policy "...does not constitute comprehensive health insurance coverage." (Exhibit 2)
4. The consumer asked the enrolling agent to verify that he was receiving comprehensive health insurance; the agent instead enrolled the consumer in a limited health policy that did not provide comprehensive health coverage for emergency room visits or primary doctor appointments. The consumer felt "lied to" by the enrolling agent. (Exhibit 2)
5. The enrolling agent was Eastlack. (Exhibit 2)
6. Despite the consumer's requests and Eastlack's knowledge of the consumer's loss of comprehensive health insurance, Eastlack confirmed to the consumer that the consumer's policy was a "suitable plan" that "met [the consumer's] needs." (Exhibits 2 and 4)
7. Due to the policy placed by Eastlack, the consumer's health needs were not covered by the policy and he sustained financial loss. (Exhibit 2)
8. The policy sold to the consumer by Eastlack also enrolled the consumer in an unapproved association, as noted in the Member Information. (Exhibits 2 and 8)
9. The Division sent Eastlack written requests for information dated October 1, 2024, November 26, 2024, and December 18, 2024, at the address of record regarding the licensure matters. (Exhibit 3, 7, and 8)
10. On October 2, 2024, Eastlack responded to the Division's initial inquiry. (Exhibit 4)
11. On October 7, 2024, the Division notified Eastlack that her initial response was not complete and they needed all information requested on October 1, 2024. (Exhibit 5)
12. On October 7, 2024, Eastlack provided additional information to the Division. (Exhibit 6)
13. On November 26, 2024, the Division requested additional information from Eastlack, including an explanation regarding her rate of policy cancellations and sale of policies under a disapproved association. (Exhibit 7)

14. On December 18, 2024, the Division contacted Eastlack with a copy of the November 26, 2024, correspondence and requested a reply. That letter also notified Eastlack that she was in violation of SDCL 58-33-66(1) due to her failure to reply to the November 26, 2024, request for information within 20 days. (Exhibit 8)
15. On December 19, 2024, Eastlack emailed the Division a response to its December 18, 2024, correspondence and attached copies of the original reply she sent to the Division on October 7, 2024. (Exhibit 9)
16. On December 19, 2024, the Division responded to Eastlack's email sent earlier that day acknowledging receipt of her October 7, 2024, response, and again requesting the additional information requested November 26, 2024. (Exhibit 10)
17. Eastlack did not respond to the December 19, 2024, request from the Division.
18. The Division sent the correspondence outlined above to Eastlack's address of record regarding the licensure matters.
19. On June 20, 2025, the Division issued a Notice of Hearing in this matter. The notice was sent to Eastlack at her address of record and other addresses the Division had for her and to any companies Eastlack was appointed with.
20. The Notice of Hearing contained the contact information for the Office of Hearing Examiners as well as the Division's attorney.
21. Any additional Findings of Fact included in the Reasoning section of this decision are incorporated herein by reference.
22. To the extent any of the foregoing are improperly designated and are instead conclusions of law, they are hereby redesignated and incorporated herein as conclusions of law.

REASONING

This case involves a request by the Division to revoke Eastlack's South Dakota Insurance Producer's License. As a consequence of the potential loss of Eastlack's livelihood from the lack of licensure, the burden of proof in this matter is higher than the preponderance of evidence standard, which applies in a typical administrative hearing. "In matters concerning the revocation of a professional license, we determine that the appropriate standard of proof to be utilized by an agency is clear and convincing evidence." *In re Zar*, 434 N.W.2d 598,602 (S.D. 1989). Our Supreme Court has defined "clear and convincing evidence" as follows:

The measure of proof required by this designation falls somewhere between the rule in ordinary civil cases and the requirement of our criminal procedure, that is, it must be more than a mere preponderance but not beyond a reasonable doubt. It is that measure or degree of proof which will produce in the mind of the trier of facts a firm belief or conviction as to the allegations sought to be established. The evidence need not be voluminous or undisputed to accomplish this.

Brown v. Warner, 78 S.D. 647,653, 107 NW2d 1, 4 (1961).

Under SDCL 58-33-66(1), the failure to respond to an inquiry from the Division or supply requested documents within twenty days from the receipt of a request is an unfair or deceptive act or practice in the business of insurance. SDCL 58-30-167 provides in relevant part:

The director may... revoke or refuse to continue, any license issued under this chapter... after a hearing... The director may... revoke... an insurance producer's license... for any one or more of the following causes:

- ...
(2) Violating any insurance laws or rules...;
- ...
(5) Intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance;
- ...
(7) Having admitted or been found to have committed any insurance unfair trade practice or fraud;
- (8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this state or elsewhere;
- ...

SDCL 58-30-167.

The evidence indicates that Eastlack failed to respond to an inquiry from the Division and failed to supply requested documents within the time required. Under SDCL 58-33-66(1), that constitutes an Unfair Trade Practice and is therefore grounds for revocation.

Further, the Division has demonstrated that Eastlack sold a policy to a consumer through misrepresentation. The consumer was financially harmed by the sale, which did not meet their health needs despite Eastlack's knowledge of the consumer's situation. That policy was part of an association not approved by the Division, as confirmed through the Division's witness. Under SDCL 58-30-167(2), (5) and (8), and ARSD 20:06:42:01, these also constitute grounds for revocation.³

³ This paragraph considers the evidence not discussed by the Hearing Examiner per the modified Findings of Fact above. The new paragraph considers Issues 1 and 2, which were not discussed by in the Hearing Examiner in this section.

CONCLUSIONS OF LAW⁴

1. The Division has jurisdiction over Eastlack and the subject matter of this contested case. The Office of Hearing Examiners is authorized to conduct the hearing and issue a proposed decision pursuant to SDCL 1-26D-4.
2. The Division may modify the Hearing Examiner's Proposed Decision by giving reasons for doing so in writing pursuant to SDCL 1-26D-6 and 1-26D-8.
3. The Division bears the burden of establishing the alleged statutory violations by clear and convincing evidence.
4. The Division established by clear and convincing evidence that Eastlack violated SDCL 58-33-66(1) and 58-30-167(7).
5. The Division established by clear and convincing evidence that Eastlack violated ARSD 20:06:42:01 and SDCL 58-30-167(2) regarding unapproved associations.⁵
6. The Division established by clear and convincing evidence that Eastlack misrepresented the terms of an insurance contract, in violation of SDCL 58-30-167(2), (5), and (8).
7. The Division established by clear and convincing evidence that Eastlack did not effectively ensure a consumer fully understood the terms of an insurance contract.
8. The Division established by clear and convincing evidence that the South Dakota Insurance Producer License held by Eastlack is subject to revocation pursuant to SDCL 58-30-167(2), (5), (7) & (8) and 58-33-66(1) and ARSD 20:06:42:01.
9. Any Conclusions of Law in the Reasoning section of this decision are incorporated herein by reference.
10. To the extent any of the foregoing are improperly designated and are instead Findings of Fact, they are hereby redesignated and incorporated herein as Findings of Fact.

Based on the above Findings of Fact, Reasoning, and Conclusions of Law, the Secretary of the Department of Labor and Regulation enters the following:

⁴ The Conclusions of Law section was updated to match the modified Reasoning section and modified Findings of Fact.

⁵ The Hearing Examiner found that Eastlack sold policies under an unapproved association by clear and convincing evidence.

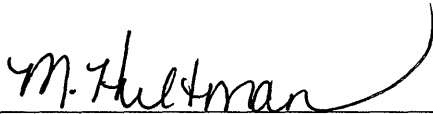
FINAL DECISION

IT IS HEREBY ORDERED that pursuant to SDCL 1-26D-4, the Hearing Examiner's Proposed Findings of Fact, Conclusions of Law and Proposed Order is adopted with modifications as noted herein;

IT IS FURTHER ORDERED that the South Dakota Insurance Producer License of the Respondent will hereby be revoked.

Parties are hereby advised of the right to further appeal this Final Decision to Circuit Court within 30 days, pursuant to the authority of SDCL Ch. 1-26.

Dated this 5 day of November, 2025.

A handwritten signature in black ink, appearing to read "M. Hultman", is written over a horizontal line.

Marcia Hultman, Secretary
South Dakota Department of Labor and Regulation
123 W. Missouri Ave.
Pierre, SD 57501

STATE OF SOUTH DAKOTA
DEPARTMENT OF LABOR AND REGULATION

IN THE MATTER OF
ASHLEY EASTLACK

INS 25-002

NOTICE OF ENTRY OF PROPOSED
FINDINGS OF FACT, CONCLUSION OF LAW,
AND DECISION AND FINAL DECISION

NOTICE IS HEREBY GIVEN, that attached hereto, is a true and correct copy of the Proposed Findings of Fact, Conclusions of Law, and Decision, and Final Decision entered by Marcia Hultman, Secretary of the South Dakota Department of Labor and Regulation, on November 5, 2025.

Dated this 6th day of November, 2025.



Callie A. Pospishil
Legal Counsel
South Dakota Division of Insurance
124 S. Euclid Ave., 2nd Floor
Pierre, SD 57501
(605) 773-3563

CERTIFICATE OF SERVICE

I, Callie Pospishil, the undersigned, do hereby certify that on the date shown below, a true and correct copy of the Proposed Findings of Fact, Conclusions of Law, and Decision, and Final Decision with respect to the above-entitled action was sent U.S. Certified Mail, U.S. First Class Mail, and electronic mail thereon, to the following:

ASHLEY EASTLACK
8304 Via Di Veneto
Boca Raton, FL 33496-1962

ASHLEY EASTLACK
5499 N Federal Hwy Ste A,
Boca Raton, FL 33487-4993

UNITED STATES FIRE INSURANCE COMPANY
305 Madison Ave
Morristown, New Jersey 07962

Cc: ashleyeastlack@yahoo.com; ashleyeastlack.oia@gmail.com; caterina.giancaspro@cfins.com

Dated this 6th day of November, 2025 in Pierre, South Dakota.



Callie A. Pospishil
Legal Counsel
South Dakota Division of Insurance
124 S. Euclid Ave., 2nd Floor
Pierre, SD 57501
(605) 773-3563

**STATE OF SOUTH DAKOTA
OFFICE OF HEARING EXAMINERS**

**IN THE MATTER OF
ASHLEY EASTLACK**

**INS 25-002
PROPOSED DECISION**

This matter came for hearing before the Office of Hearing Examiners on July 30, 2025, pursuant to a Notice of Hearing issued by the South Dakota Division of Insurance ("Division") on June 30, 2025. Callie Pospishil appeared as counsel for the Division with a witness, Haelly Pease. Ashley Eastlack (Eastlack) did not appear in person or through counsel. The Division admitted its Exhibits 1 through 10 into evidence through its witness, Haelly Pease. The Hearing Examiner now enters these Proposed Findings of Fact, Conclusions of Law, and Proposed Decision as a default disposition to this contested case.

ISSUES

Whether the Insurance Producer License of Ashley Eastlack should be revoked due to having:

1. Misrepresented the terms of an insurance contract in violation of SDCL § 58-30-167(5), (8);
2. Sold policies under a disapproved association, in violation of ARSD 20:06:42:01; and
3. Failed to respond within 20 days to the Division's requests dated October 1, 2025, November 26, 2025, and December 18, 2025, in violation of SDCL § 58-33-66(1).

FINDINGS OF FACT

1. Eastlack is licensed by the Division as an insurance producer on October 24, 2022. The license is currently active. (Exhibit 1).
2. The Division sent Eastlack written requests for information requests dated October 1, 2024, November 26, 2024, and December 18, 2025 at the address of record regarding the licensure matters. (Exhibit 3,7, and 8).
3. On October 2, 2024, Eastlack responded to the Division's initial inquiry.
4. On October 7, 2024, the Division notified Eastlack that her initial response was not complete and they needed all information requested on October 1, 2024.
5. On October 7, 2024, Eastlack provided additional information to the Division.
6. On November 26, 2024, the Division requested additional information from Eastlack.

7. On December 18, 2024, the Division contacted Eastlack with a copy of the November 26, 2024, correspondence and requested a reply. That letter also notified Eastlack that she was in violation of SDCL § 58-33-66(1) due to her failure to reply to the November 26, 2024, request for information within 20 days.
8. On December 19, 2024, Eastlack emailed the Division a response to its December 18, 2024, correspondence and attached copies of the original reply she sent to the Division on October 7, 2024.
9. On December 19, 2024, the Division responded to Eastlack's email sent earlier that day acknowledging receipt of her October 7, 2024, response, and again requesting the additional information requested November 26, 2024.
10. Eastlack did not respond to the December 19, 2024, request from the Division.
11. The Division sent the correspondence outlined above to Eastlack's address of record regarding the licensure matters.
12. On June 20, 2025, the Division issued a Notice of Hearing in this matter. The notice was sent to Eastlack at her address of record and other addresses the Division had for her and to United States Fire Insurance Company.
13. The Notice of Hearing contained the contact information for the Office of Hearing Examiners as well as the Division's attorney.
14. Any additional Findings of Fact included in the Reasoning section of this decision are incorporated herein by reference.
15. To the extent any of the foregoing are improperly designated and are instead conclusions of law, they are hereby redesignated and incorporated herein as conclusions of law.

REASONING

This case involves a request by the Division to revoke Eastlack's South Dakota Insurance Producer's License. As a consequence of the potential loss of Eastlack's livelihood from the lack of licensure, the burden of proof in this matter is higher than the preponderance of evidence standard, which applies in a typical administrative hearing. "In matters concerning the revocation of a professional license, we determine that the appropriate standard of proof to be utilized by an agency is clear and convincing evidence." *In re Zar*, 434 N.W.2d 598, 602 (S.D. 1989). Our Supreme Court has defined "clear and convincing evidence" as follows:

The measure of proof required by this designation falls somewhere between the rule in ordinary civil cases and the requirement of our criminal procedure, that is, it must be more than a mere preponderance but not beyond a reasonable doubt. It is that measure or degree of proof which will produce in the mind of the trier of facts

a firm belief or conviction as to the allegations sought to be established. The evidence need not be voluminous or undisputed to accomplish this.

Brown v. Warner, 78 S.D. 647, 653, 107 NW2d 1, 4 (1961).

Under SDCL § 58-33-66(1), the failure to respond to an inquiry from the Division or supply requested documents within twenty days from the receipt of a request is an unfair or deceptive act or practice in the business of insurance. SDCL § 58-30-167 provides in relevant part:

The director may... revoke or refuse to continue, any license issued under this chapter... after a hearing... The director may... revoke... an insurance producer's license... for any one or more of the following causes:

- ...
- (7) Having admitted or been found to have committed any insurance unfair trade practice or fraud;
- (8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this state or elsewhere;
- ...

SDCL § 58-30-167.

The evidence indicates that Eastlack failed to respond to an inquiry from the Division and failed to supply requested documents within the time required. Under SDCL § 58-33-66(1), that constitutes an unfair trade practice and is therefore grounds for revocation.

CONCLUSIONS OF LAW

1. The Division has jurisdiction over Eastlack and the subject matter of this contested case. The Office of Hearing Examiners is authorized to conduct the hearing and issue a proposed decision pursuant to SDCL 1-26D-4.
2. The Division bears the burden of establishing the alleged statutory violations by clear and convincing evidence.
3. The Division established by clear and convincing evidence that Eastlack violated SDCL 58-33-66(1).
4. The Division did not establish by clear and convincing evidence that Eastlack violated ARSD 20:06:42:01.
5. The Division did not establish by clear and convincing evidence that Eastlack misrepresented the terms of an insurance contract, in violation of SDCL 58-30-167(5) & (8);

6. The Division did not establish by clear and convincing evidence that Eastlack did not effectively ensure a consumer fully understood the terms of an insurance contract.
7. The Division did not establish by clear and convincing evidence that Eastlack sold policies under a disapproved association.
8. The Division established by clear and convincing evidence that the South Dakota Insurance Producer License held by Eastlack is subject to revocation pursuant to SDCL 58-30-167(7) & (8).
9. Any additional Conclusions of Law included in the Reasoning section of this decision are incorporated herein by reference.
10. To the extent any of the foregoing are improperly designated and are instead findings of fact, they are hereby redesignated and incorporated herein as Findings of Fact.

Based on the above Findings of Fact, Reasoning, and Conclusions of Law, the Hearing Examiner enters the following:

PROPOSED DECISION

The South Dakota Insurance Producer License of ASHLEY EASTLACK should be revoked.

Dated September 19, 2025.



Anita Fuoss
Hearing Examiner
Office of Hearing Examiners
523 East Capitol
Pierre, SD 57501

CERTIFICATE OF SERVICE

I certify on September 19, 2025, at Pierre, South Dakota, a true and correct copy of this Proposed Decision was mailed to each of the parties below.



Anita Fuoss
Office of Hearing Examiners

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