



FILED

JUN 13 2024

INSURANCE REGULATION
Docketed by: ES

OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 327667-24-CO

Application for the Direct Acquisition of
AMERICAN AUTO SHIELD, INC. and
LIBERTY STF, INC. by SWORDBLOCKER, LLC

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by SWORDBLOCKER, LLC (“APPLICANT”) with the FLORIDA OFFICE OF INSURANCE REGULATION (“OFFICE”) of applications for the direct acquisitions of 10% or more of the issued and outstanding voting securities of AMERICAN AUTO SHIELD, INC. (“AMERICAN AUTO SHIELD”), and LIBERTY STF, INC. (“LIBERTY STF”) (collectively “LICENSEES”), pursuant to Section 628.4615, Florida Statutes (“Application”). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties herein.
2. APPLICANT has applied for and, subject to the present and continuing satisfaction of the requirements, terms, and conditions established herein, have satisfactorily met all of the conditions precedent to the granting of approval by the OFFICE for the proposed direct acquisitions of LICENSEES, pursuant to the requirements of the Florida Insurance Code.

3. AMERICAN AUTO SHIELD is a Florida domestic corporation, authorized to write motor vehicle service agreements in Florida through a subsisting License issued by the OFFICE.

4. LIBERTY STF is a Florida domestic corporation, authorized to write motor vehicle service agreements, home warranties, and service warranties in Florida through subsisting Licenses issued by the OFFICE.

5. Prior to the acquisitions, LICENSEES were both owned 48.5% by THEODORE TERRY, and 48.5% by DON SHAVER, with no other 10% or greater shareholders.

6. APPLICANT is a Missouri limited liability company whose membership interests, as of December 31, 2023, are held 35% by THE NICHOLAS K. HAMILTON BENEFICIARY TRUST DATED DECEMBER 28, 2021 ("HAMILTON"), whose trustee is Nicholas K. Hamilton; 35% by THE MARK J. TRAVIS BENEFICIARY TRUST DATED MARCH 30, 2022 ("TRAVIS"), whose trustee is Mark J. Travis; 9.535% by For Whom the Road Tolls, LLC, a Texas limited liability company managed by THEODORE TERRY, who also individually holds 2.32% of APPLICANT; and 9.92% by ShaDaySha, LLC, a Texas limited liability company managed by DON SHAVER, who also individually holds 1.932% of APPLICANT. APPLICANT has no other 10% or greater membership interest holders.

7. The Application represents that on December 31, 2023, HAMILTON; TRAVIS; For Whom the Road Tolls, LLC; ShaDaySha, LLC; Jason Currier; THEODORE TERRY; DON SHAVER; Stephen Tosh; and J. David Cook entered into a Contribution Agreement ("Agreement"). Pursuant to the Agreement, THEODORE TERRY, DON SHAVER, and Stephen Tosh each contributed 100% of their shares of LICENSEES to APPLICANT, as a capital contribution, in exchange for membership interest in APPLICANT. Concurrently, APPLICANT

assigned 100% of its shares of LICENSEES to AAS HOLDING CO, LLC (“AAS HOLDING”), a Missouri limited liability company whose membership interests are 100% held by APPLICANT (“Transaction”). Upon closing of the Transaction, which occurred on December 31, 2023, LICENSEES are owned 100% by AAS HOLDING.

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

9. APPLICANT, AAS HOLDING, HAMILTON, TRAVIS, THEODORE TERRY, DON SHAVER, and LICENSEES represent that there are no present plans or proposals to make any substantive changes to LICENSEES, including liquidating them, selling any of their assets (except for transactions such as investment portfolio transactions in the ordinary course of business), merging or consolidating them with any person or persons, or making any other major change in their business operations, management, or corporate structures.

10. APPLICANT, AAS HOLDING, HAMILTON, TRAVIS, THEODORE TERRY, DON SHAVER, and LICENSEES represent that there are no agreements, written or oral, related to the Application and Transaction that have not been provided to the OFFICE.

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

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

13. APPLICANT, AAS HOLDING, HAMILTON, TRAVIS, THEODORE TERRY, DON SHAVER, and LICENSEES affirm that all information, explanations, representations, statements, and documents provided to the OFFICE in connection with this Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control with regard to the acquisition and future operations of LICENSEES. APPLICANT, AAS HOLDING, HAMILTON, TRAVIS, THEODORE TERRY, DON SHAVER, and LICENSEES further agree and affirm that said information, explanations, representations, statements, and documents provided to the OFFICE in connection with this Application, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

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

15. APPLICANT, AAS HOLDING, HAMILTON, TRAVIS, THEODORE TERRY, DON SHAVER, and LICENSEES affirm that all requirements set forth herein are material to the issuance of this Consent Order.

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

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

18. APPLICANT, AAS HOLDING, HAMILTON, TRAVIS, THEODORE TERRY, DON SHAVER, and LICENSEES agree that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein, may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon LICENSEES' Licenses in this state, in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

19. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the notarized signatures of THEODORE TERRY and DON SHAVER, and the authorized representatives of APPLICANT, AAS HOLDING, HAMILTON, TRAVIS, and LICENSEES.

WHEREFORE, subject to the terms and conditions which are set forth above, the Application for the direct acquisition of AMERICAN AUTO SHIELD, INC., and LIBERTY STF, INC., by SWORDBLOCKER, LLC, pursuant to Section 628.4615, Florida Statutes, is APPROVED.

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

DONE and ORDERED this 13th day of June, 2024.




Michael Yaworsky, Commissioner
Office of Insurance Regulation

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

AMERICAN AUTO SHIELD, INC.

By: *Nicholas Hamilton*

Print Name: Nicholas Hamilton

Title: President

Date: 6/6/2024

STATE OF Missouri

COUNTY OF St. Charles

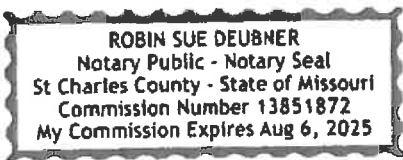
The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 6 day of June 2024, by Nicholas Hamilton
(name of person)

as President for American Auto Shield

(type of authority; e.g., officer, trustee, attorney-in-fact)

(company name)



Robin Sue Deubner
(Signature of the Notary)

Robin Sue Deubner
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: August 6, 2025

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

LIBERTY STF, INC.

By: *Nicholas Hamilton*

Print Name: Nicholas Hamilton

Title: President

Date: 10/10/2024

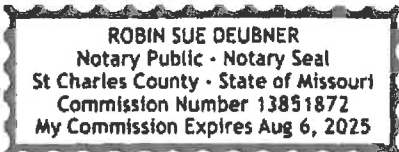
STATE OF Missouri

COUNTY OF St. Charles

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 6 day of June 2024, by Nicholas Hamilton
(name of person)

as President for Liberty STF
(type of authority; e.g., officer, trustee, attorney-in-fact) (company name)



Robin Sue Deubner
(Signature of the Notary)

Robin Sue Deubner
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: August 6, 2025

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

SWORDBLOCKER, LLC

By: *N. Hamilton*

Print Name: Nicholas Hamilton

Title: Manager

Date: 6/6/2024

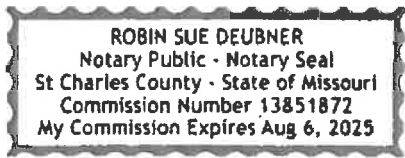
STATE OF Missouri

COUNTY OF St. Charles

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 6 day of June 2024, by Nicholas Hamilton
(name of person)

as Manager for Swordblocker
(type of authority; e.g., officer, trustee, attorney-in-fact) (company name)



Robin Sue Deubner
(Signature of the Notary)

Robin Sue Deubner
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: August 6, 2025

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

AAS HOLDING COMPANY, LLC

By: *Nicholas Hamilton*

Print Name: Nicholas Hamilton

Title: Manager

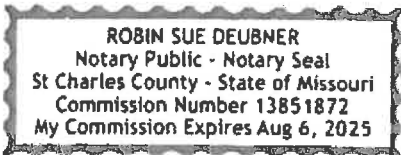
Date: 6/16/2024

STATE OF Missouri
COUNTY OF St Charles

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 6 day of June 2024, by Nicholas Hamilton
(name of person)

as Manager for AAS Holding Company
(type of authority; e.g., officer, trustee, attorney-in-fact) (company name)



Robin Sue Deubner
(Signature of the Notary)

Robin Sue Deubner
(Print, type or Stamp Commissioned Name of Notary)

Personally Known 2 OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: August 6, 2025

By execution hereof, THE NICHOLAS K. HAMILTON BENEFICIARY TRUST DATED DECEMBER 28, 2021, consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind THE NICHOLAS K. HAMILTON BENEFICIARY TRUST DATED DECEMBER 28, 2021, to the terms and conditions of this Consent Order.

THE NICHOLAS K. HAMILTON BENEFICIARY TRUST DATED DECEMBER 28, 2021

By: *Nicholas Hamilton*

Print Name: Nicholas Hamilton

Title: Trustee

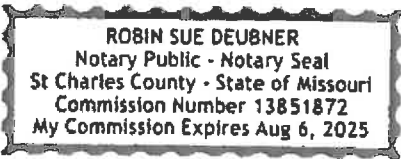
Date: 6/6/2024

STATE OF Missouri
COUNTY OF St. Charles

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 6 day of June 2024, by Nicholas Hamilton
(name of person)

as Trustee for Nicholas Hamilton Beneficiary Trust
(type of authority; e.g., officer, trustee, attorney-in-fact) (company name)



Robin Sue Deubner
(Signature of the Notary)

Robin Sue Deubner
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: August 6, 2025

By execution hereof, THE MARK J. TRAVIS BENEFICIARY TRUST DATED MARCH 30, 2022, consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind THE MARK J. TRAVIS BENEFICIARY TRUST DATED MARCH 30, 2022, to the terms and conditions of this Consent Order.

THE MARK J. TRAVIS BENEFICIARY TRUST DATED
MARCH 30, 2022

By: me

Print Name: Mark J. Travis

Title: Trustee

Date: 6/6/2024

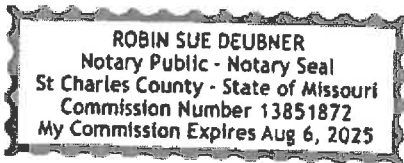
STATE OF Missouri

COUNTY OF St. Charles

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 6 day of JUNE 2024, by Mark J. Travis
(name of person)

as trustee for Mark Travis Beneficiary Trust
(type of authority; e.g., officer, trustee, attorney-in-fact) (company name)



Robin Sue Deubner
(Signature of the Notary)

Robin Sue Deubner
(Print/Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification

Type of Identification Produced _____

My Commission Expires: August 6, 2025

By execution hereof, THEODORE TERRY consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein.



THEODORE TERRY

Date: 6/11/2024

STATE OF CO

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 11TH day of JUNE 2024, by THEODORE TERRY.
(name of person)

JACOB ELLIS LINDSEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224002700
MY COMMISSION EXPIRES 01/19/2026



(Signature of the Notary)

JACOB ELLIS LINDSEY
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known _____ OR Produced Identification

Type of Identification Produced COLORADO PASSPORT LICENSE

My Commission Expires: 01/19/2026

By execution hereof, DON SHAVER consents to entry of this Consent Order, agrees without reservation to all the above terms and conditions, and shall be bound by all provisions herein.

[Handwritten Signature]

DON SHAVER

Date: 6/5/24

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by means of physical presence

or online notarization, this 5 day of JUNE 2024, by DON S. SHAVER.
(name of person)



[Handwritten Signature]
(Signature of the Notary)

AMY GAGLIONE
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires: 3-21-27

COPIES FURNISHED TO:

NICHOLAS HAMILTON,
MEMBERSwordblocker, LLC
The Nicholas K. Hamilton Beneficiary Trust
Dated December 28, 2021
503 Pearl Drive
St. Peters, MO 63376
Telephone: (636) 875-1227
E-mail: nick.hamilton@carshield.com

MARK J TRAVIS, TRUSTEE
The Mark J Travis Beneficiary Trust Dated
March 30, 2022
503 Pearl Drive
St. Peters, MO 63376
Telephone: (636) 875-1227
E-mail: mark.travis@carshield.com

TINA HEBERT,
LICENSING SUPERVISOR
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Liberty STF, Inc.
AAS Holding Company, LLC
Swordblocker, LLC
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Lakewood, CO 80401
Telephone: (303) 420-7488
E-mail: tina.hebert@americanautoshield.com

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Lakewood, CO 80401
Telephone: (303) 420-7488
E-mail: ted.terry@americanautoshield.com

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Lakewood, CO 80401
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