

NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF THE LICENSURE  
OF BROWARD ADJUSTMENT  
SERVICES, INC.

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME Broward Adjustment Services, Inc. (hereinafter "Broward") and the North Carolina Department of Insurance (hereinafter "NCDOI"), and hereby enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement"):

WHEREAS, Broward is a corporation organized and existing under the laws of the State of Florida; and

WHEREAS, NCDOI has the authority and responsibility for enforcement of the provisions of Chapter 58 of the North Carolina General Statutes applicable to collection agencies and the collection agency business; and

WHEREAS, North Carolina law requires a collection agency to obtain and maintain a separate permit issued by NCDOI for each location at which the agency desires to carry on a collection agency business; and

WHEREAS, Broward is a collection agency with a single location that requires a permit from NCDOI; and

WHEREAS, Broward obtained a permit from NCDOI for the July 1, 2003 to June 30, 2004 licensure year; and

WHEREAS, at the expiration of the July 1, 2003 to June 30, 2004 licensure year, Broward failed to renew its NCDOI permit; and

WHEREAS, Broward continued to conduct collection agency business after June 30, 2004 without the required permit in violation of North Carolina law; and

WHEREAS, Broward has now made proper application to NCDOI for a renewal permit; and

WHEREAS, pursuant to N. C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and NCDOI have the express authority to negotiate “a mutually acceptable agreement with any person as to the status of the person’s license or certificate or as to any civil penalty or restitution;” and


WHEREAS, the parties to this Agreement desire to resolve this matter by consent to avoid NCDOI administrative action regarding this matter; and

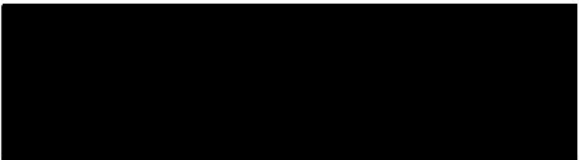
WHEREAS, the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Agreement;

NOW, THEREFORE, in consideration of the promises and agreements set out herein, NCDOI and Broward hereby agree to the following:

1. Broward, and all of its present or future locations, shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to them.
2. Contemporaneously with the execution of this document, Broward shall pay a civil penalty of \$ 1,000.00 to NCDOI. The check or money order for the payment of this civil penalty shall be payable to the “North Carolina Department of Insurance.”
3. In the event Broward or any of its present or future locations fail to comply with this Agreement or otherwise fail to comply with the laws and regulations applicable to them, NCDOI may take any administrative or legal action it is authorized to take.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner of Insurance. Broward understands that N. C. Gen. Stat. § 58-70-40(c)(6) provides that a collection agency’s permit may be revoked if a partner, proprietor or officer of the collection agency has violated or refused to comply with an Order of the Commissioner.
5. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

This the 16<sup>th</sup> day of November, 2004.

  
Broward Adjustment Services, Inc.  
By: John France  
President  
2876 East Oakland Park Boulevard  
Fort Lauderdale, Florida 33306-1814

  
North Carolina Department of Insurance  
By: Angela Ford  
Senior Deputy Commissioner