



**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 CLEAR TITLE GROUP, LLC  
LICENSE NO. 0012989560**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME, CLEAR TITLE GROUP, LLC.** (hereinafter” CLEAR TITLE”) and the North Carolina Department of Insurance (hereinafter “Department”), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter “this Agreement”).

**WHEREAS,** the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents; and

**WHEREAS,** CLEAR TITLE currently holds a non-resident Business Entity License with the Department; and

**WHEREAS,** North Carolina General Statute § 58-33-31(b)(2) requires business entities to designate a licensed producer (DRLP), who is a natural person, responsible for the business entity’s compliance with the insurance laws and administrative rules of this State and orders of the Commissioner; and

**WHEREAS,** North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

**WHEREAS,** CLEAR TITLE was placed on probation for a period of three (3) years by the Indiana Department of Insurance effective December 17, 2020 for allowing unlicensed employees sign multiple title insurance policies, and such administrative action was not reported to the Department within 30 days after the final disposition of the matter as required by North Carolina insurance law; and

**WHEREAS,** CLEAR TITLE admits to this violation of North Carolina General Statute § 58-33-32(k); and

**WHEREAS**, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's regulator; and

**WHEREAS**, CLEAR TITLE has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of itself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against CLEAR TITLE; and

**WHEREAS**, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, CLEAR TITLE and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, CLEAR TITLE shall pay a civil penalty of **\$250.00** to the Department. The form of payment shall be by certified check, cashier's check, or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." CLEAR TITLE shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **June 01, 2021**.
2. This Agreement does not in any way affect the Department's disciplinary power in any future examination of CLEAR TITLE or in any other complaints involving CLEAR TITLE.
3. CLEAR TITLE enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. CLEAR TITLE understands it may consult with an attorney prior to entering into this Agreement.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. CLEAR TITLE understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, all licenses issued by the Department to CLEAR TITLE shall reflect that Regulatory Action has been taken against

it. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely, upon request, provides a copy of a voluntary settlement agreement to all companies that have appointed the licensee.

6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
7. Be aware that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to your business entity, that regulator may require you to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

**CLEAR TITLE GROUP, LLC.**  
**License No. 0012989560**

**NC. Department of Insurance**



By: Joseph Radetic  
President



By: Angela Hatchell  
Deputy Commissioner

Date: 4/28/2021

Date: 5/13/2021