

OCT 2 2014

**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 HOME RETENTION SERVICES, INC.  
Permit No. 103546**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME Home Retention Services, Inc. (hereafter "Home Retention") and the North Carolina Department of Insurance (hereafter "Department"), and hereby enter into the following Voluntary Settlement Agreement (hereafter "Agreement"):

WHEREAS, Home Retention is a corporation organized and existing under the laws of the State of Texas; and

WHEREAS, the Department 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 the Department for each location at which the agency desires to carry on a collection agency business; and

WHEREAS, Home Retention has only one location that requires a permit from the Department; and

WHEREAS Home Retention obtained a permit from the Department pursuant to N.C. Gen. Stat. §58-70-5 and N.C. Gen. Stat. §58-70-35 for the one-year period from July 1, 2013 through June 30, 2014; and

WHEREAS, N.C. Gen. Stat. §58-70-10 provides that any person, firm, corporation, or association desiring to renew a permit issued pursuant to N.C. Gen. Stat. §58-70-5 shall make application to the Commissioner of Insurance no less than 30 days prior to the expiration date of the then current permit; and

WHEREAS, Home Retention failed to submit the collection agency permit renewal application and fee required by the June 1, 2014 permit renewal deadline in violation of N.C. Gen. Stat. §58-70-10;

WHEREAS, Home Retention will complete and submit its permit renewal application with supporting documents along with the required renewal fee;

WHEREAS, pursuant to N. C. Gen. Stat. §58-2-70(g), the Commissioner of Insurance and the Department 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 agreement 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 Home Retention hereby agree to the following:

1. Home Retention has paid a civil penalty of One Thousand Dollars (\$1,000.00) to the Department. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools. **Home Retention shall send the signed original of this agreement by certified mail return receipt requested no later than October 17, 2014.**

2. Home Retention, and all of its present and 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 it.

3. Home Retention enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. Home Retention understands that 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 of Insurance. Home Retention 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. This Agreement does not in any way affect the Department’s disciplinary power in any future or follow-up examination of, or in Home Retention any cases or complaints involving Home Retention. In the event that Home Retention or any of its present or future locations fail to comply with this Agreement or otherwise fail to comply with the laws and rules applicable to it, the Department may take any administrative or legal action it is authorized to take.

6. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this agreement to third parties upon request or pursuant to any law or policy providing for such disclosure. Any and all permits issued by the Department to Home Retention shall reflect that Regulatory Action has been taken against the

licensee following the execution of this Agreement.

7. This Agreement shall become effective when signed by Home Retention and NCDOI.

This <sup>7th</sup> ~~29~~ day of <sup>October</sup> ~~September~~, 2014.

Home Retention Services, Inc.

[Redacted signature area]

By: James Pyle  
Senior Vice President

North Carolina Department of Insurance

[Redacted signature area]

By: Angela Ford  
Senior Deputy Commissioner

10-7-14

