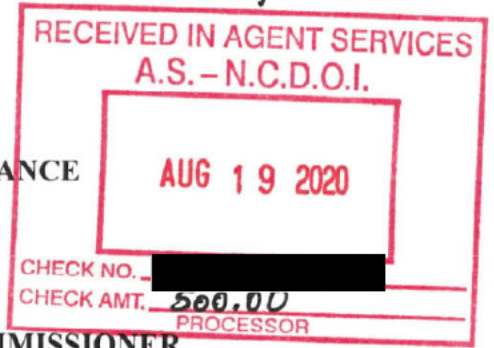


#115684



**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  
MIDLAND CREDIT MANAGEMENT, INC.,  
CA #4250, #101659, #3777, #4182, #111895,  
#112678, #112039, and #113170**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME** Midland Credit Management, Inc.(hereinafter "Midland"), its Assistant Secretary, Amy Sacks, and the North Carolina Department of Insurance (hereinafter "Department") and hereby enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

**WHEREAS**, Midland is a corporation organized and existing under the laws of the State of Kansas; and

**WHEREAS**, the Department has the authority and responsibility for the enforcement of the provisions of Article 70 of Chapter 58 of the General Statutes of North Carolina applicable to Collection Agencies and the collection agency business; and

**WHEREAS**, Midland's offices in Gurgaon, Haryana India, Phoenix, Arizona, San Diego, California, St. Cloud, Minnesota, Costa Rica, Roanoke, Virginia, and Troy, Michigan, hold permits to operate as a collection agency in North Carolina issued pursuant to N.C.G.S. § 58-70-5; and

**WHEREAS**, N.C. Gen. Stat. § 58-70-40(e) provides that "A collection agency shall report to the Commissioner any administrative action taken against the collection agency by another state or by another governmental agency in this State within 30 days after the final disposition of the matter. This report shall include a copy of the order or consent order and other information or documents filed in the proceeding necessary to describe the action"; and

**WHEREAS**, Midland failed to report an administrative action taken against it by the Tennessee Collection Service Board in May 2016 in violation of N.C. Gen. Stat. § 58-70-40(e). Midland timely reported administrative action taken against it by the Administrator of the Colorado Fair Debt Collection Practices Act, but failed to include a copy of the order filed in the proceeding necessary to describe the action in violation of N.C. Gen. Stat. § 58-70-40(e); and

**WHEREAS**, Midland and its officers have agreed to pay a civil penalty of five hundred dollars (\$500.00) for its violations of N.C.G.S. § 58-70-40(e); and

**WHEREAS**, pursuant to N.C.G.S. § 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 have reached a mutually agreeable resolution of this matter as set out in this Agreement; and

**NOW THEREFORE**, in consideration of the promises and agreements set out herein, the Department, Midland, and its officers hereby agree to the following:

1. Immediately upon signing this agreement, Midland shall pay a civil penalty of five hundred dollars (\$500.00) to the Department. The form of payment shall be 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.” Midland 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 August 7, 2020. 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.
2. Midland and its officers shall comply with all provisions of Article 70 of Chapter 58 of the General Statutes of North Carolina and Title 11 of the North Carolina Administrative Code that are applicable to Midland.
3. This Agreement does not in any way affect the Department’s disciplinary power in any future or follow-up examination of Midland, or in any cases or complaints involving Midland. In the event that Midland 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 Midland, the Department 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. Midland understands that N.C.G.S. § 58-70-40(c)(6) provides that a collection agency’s permit may be revoked if a partner or proprietor or officer of the collection agency has violated or refused to comply with an Order of the Commissioner.
5. Midland and its officers enter into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. Midland and its officers have consulted with an attorney prior to entering into this Agreement.

6. This Voluntary Settlement Agreement, when finalized will be a public record and will not be treated as confidential. Any and all permits issued by the Department to Midland shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Department may disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure.
7. This Agreement shall become effective when signed by the parties.

**Midland Credit Management, Inc.**

**North Carolina Department of Insurance**

By: \_\_\_\_\_

Amy Sacks  
Assistant Secretary

By: \_\_\_\_\_

Angela Hatchell  
Deputy Commissioner

Date: \_\_\_\_\_

8/14/20

Date: \_\_\_\_\_

8/20/20