



#109508

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 MIRAND RESPONSE SYSTEMS,  
INC. – HOUSTON, TEXAS  
PERMIT NUMBER 4363

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME, **Mirand Response Systems, Inc. – Houston, Texas** (hereinafter “**Mirand**”) 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 the enforcement of the provisions of Chapter 58 of the General Statutes of North Carolina applicable to Collection Agencies and the collection agency business; and,

WHEREAS, **Mirand** is a corporation organized and existing under the laws of the State of Texas, and is doing business and has been issued authority by the Department to operate as a collection agency in North Carolina; and

WHEREAS, North Carolina General Statute §58-70-1 provides that no person, firm, corporation, or association shall conduct or operate a collection agency or do a collection agency business as defined in Chapter 58, Article 70 of the General Statutes of North Carolina, until he or it shall have secured a permit therefore as provided in Article 70; and

WHEREAS, North Carolina General Statute §58-70-10 provides that the permit of a collection agency shall be renewed on July 1 of each year upon payment of the applicable annual renewal fee; and

WHEREAS, **Mirand** violated North Carolina General Statute §58-70-10 by failing to timely apply for its renewal permit; and

**WHEREAS, Mirand** has acknowledged and admitted to this violation; and

**WHEREAS,** pursuant to North Carolina General Statute §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 exchange for the consideration and promises and agreements set out herein, **Mirand** and the Department hereby agree on the following:

1. Immediately upon the signing of this Agreement, **Mirand** shall pay a civil penalty of **\$1,000.00** 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”. **Mirand** 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 no later than **October 14, 2016**. 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. **Mirand** shall comply with all provisions of Chapter 58 of the General Statutes of North Carolina and Title 11 of the North Carolina Administrative Code that are applicable to **Mirand**.
3. This Agreement does not in any way affect the Department’s disciplinary power in any future examination of **Mirand** or in any other complaints involving **Mirand**. In the event **Mirand** 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 **Mirand**, the Department may take any administrative or legal action it is authorized to take.
4. **Mirand** enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. **Mirand** understands it may consult with an attorney prior to entering into this Agreement.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. **Mirand** 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.

6. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, any and all permits issued by the Department to **Mirand** 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 provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
7. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
8. This Agreement shall become effective when signed by **Mirand** and the Department.

3RD      October, 2016

This the 19<sup>th</sup> day of SEPTEMBER 2016.

**Mirand Response Systems, Inc.-  
Houston, Texas**

**North Carolina Department of Insurance**

[Redacted Signature]

**E. Michael Gatewood  
President**

[Redacted Signature]

**Angela K. Ford  
Senior Deputy Commissioner**

10-3-16

