



#109462

**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 PERMIT
OF NATIONAL RECOVERIES, INC.
CA# 112639**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COMES National Recoveries, Inc. (hereinafter, "National Recoveries") and the North Carolina Department of Insurance (hereinafter "NCDOI"), and hereby enter into the following Voluntary Settlement Agreement (hereinafter, "this Agreement"):

WHEREAS, National Recoveries is a corporation organized and existing under the laws of the State of Minnesota; 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 operating in the State of North Carolina; and

WHEREAS, National Recoveries was previously authorized by NCDOI by issuance of permit to engage in collection agency activities in the North Carolina from September 30, 2015 through June 30, 2016. National Recoveries was required to renew its permit by submitting its renewal application pursuant to N.C. Gen. Stat. §58-70-10; 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 G.S. 58-70-5 shall make application to the Commissioner of Insurance not less than 30 days prior to the expiration date of the then current permit. Such renewal applicant shall be entitled to a renewal permit upon submission to the Commissioner of Insurance of all the information as required by G.S. 58-70-5;" and

WHEREAS, National Recoveries failed to timely submit their application for renewal of their permit for authorization to engage in business as a collection agency in the State of North Carolina as required by N.C. Gen Stat. §58-70-10. The permit issued to National Recoveries expired as of June 30, 2016; 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 an administrative hearing 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 National Recoveries hereby agree to the following:

1. National Recoveries shall comply with all applicable provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code.

2. **Upon execution of this agreement, National Recoveries shall pay a civil penalty of \$ 1,000.00 to NCDOI.** The check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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 the public schools. The certified check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." **The certified check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before September 30, 2016.**

3. National Recoveries enters into this Settlement Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter.

4. National Recoveries voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violations and disciplinary actions referenced in this Settlement Agreement. National Recoveries also waives any right to appeal and agrees not to challenge the validity of this Settlement Agreement in any way.

5. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.

6. The Department agrees that it will not initiate any additional administrative actions based on the violations referenced herein provided that National Recoveries does not violate the terms and conditions of this Settlement Agreement and provided that the Department does not discover any additional violations or grounds for discipline. This Settlement Agreement shall not preclude the Department from pursuing any criminal charges or civil restitution actions against National Recoveries. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving National Recoveries.

7. This written document contains the entire agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.

8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Settlement Agreement.

9. If, for any reason, any part or provision of this Settlement Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.

10. The Parties have read and understand this Settlement Agreement and agree to abide by the terms and conditions contained herein.

This the ^{16th} ~~6th~~ day of Sept. 2016.



National Recoveries, Inc.
By: ~~Jason C. Boyd~~
~~Licensing Officer~~

Cathy Schmitt
Corporate Controller



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

9-16-16

