

**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**IN THE MATTER OF  
THE LICENSURE OF  
PROJECT RESOURCES GROUP, INC.  
CA # 119507651**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**VOLUNTARY SETTLEMENT  
AGREEMENT**



NOW COME Project Resources Group, Inc. ["PRG"], its President, Dean Flora, and the Agent Services Division (hereinafter "ASD") of the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, PRG is a corporation organized and existing under the laws of the State of Colorado; 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, N.C. Gen. Stat. § 58-70-110(2) provides that "No collection agency shall collect or attempt to collect a debt or obtain information concerning a consumer by any fraudulent, deceptive or misleading representation. Such representations include, but are not limited to, the following... (2) Failing to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in subsequent communications that the communication is from a debt collector ...."; and

WHEREAS N.C. Gen. Stat. § 58-70-110(4) provides that "No collection agency shall collect or attempt to collect a debt or obtain information concerning a consumer by any fraudulent, deceptive or misleading representation. Such representations include, but are not limited to, the following... (4) Falsely representing the character, extent, or amount of a debt against a consumer or of its status in any legal proceeding; falsely representing that the collection agency is in any way connected with any agency of the federal, State or local government; or falsely representing the creditor's rights or intentions..."; and

WHEREAS, N.C. Gen. Stat. § 58-70-110(6) provides that "No collection agency shall collect or attempt to collect a debt or obtain information concerning a consumer by any fraudulent, deceptive or misleading representation. Such representations include, but are not limited to, the following... (6) Falsely representing that an existing obligation of the consumer may be increased by the addition of attorney's fees, investigation fees, service fees, or any other fees or charges..."; and

WHEREAS, on or about January 15, 2021, ASD received a complaint from general counsel for North Carolina company D. H. Griffin Companies (D.H. Griffin) alleging various unfair practices and statutory violations on the part of PRG related to PRG's attempts to recover costs

incurred by Duke Energy Corporation for the repair of their facility in or about February 2020; and

WHEREAS, PRG violated N.C.G.S. § 58-70-110(2) by sending four (4) emails to employees at D.H. Griffin that did not provide the required disclosures; and

WHEREAS, PRG violated N.C.G.S. §§ 58-70-110(4) and 58-70-110(6) by sending an email to employees at D.H. Griffin falsely indicating that fees would be increased, and that Duke Energy may take legal action against D.H. Griffin; and

WHEREAS the remainder of the allegations made by D.H. Griffin were determined by ASD to be unfounded; and

WHEREAS, PRG has consented to this Voluntary Settlement Agreement without trial or adjudication of any issue of fact or law for settlement purposes, and PRG has agreed to pay a civil penalty of one thousand five hundred dollars (\$1,500.00) to settle the claim of its violations of N.C. Gen. Stat. §§ 58-70-110(2), 58-70-110(4) and 58-70-110(6) involving communications with D.H. Griffin related to the damage of February 2020; and

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, this Agreement is civil in nature and does not preclude criminal prosecution that may result from investigations by the Department's Criminal Investigation Division for violations of criminal laws; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Agent Services Division initiates an administrative hearing and 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, PRG, and its President hereby agree to the following:

1. Immediately upon signing this agreement, PRG shall pay a civil penalty of one thousand five hundred dollars (\$1,500.00). 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." PRG 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 October 1, 2021. 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. PRG and its President 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 PRG.




3. This Agreement does not in any way affect the Department's disciplinary power in any future or follow-up examination of PRG, or in any cases or complaints involving PRG. In the event that PRG 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 PRG, 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. PRG understands that N.C. Gen. Stat. § 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. PRG and its officers enter into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. PRG 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 by the Department. Any and all permits issued by the Department to PRG shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. 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.
7. This Settlement Agreement between ASD and PRG shall become effective when signed by Mr. Flora and by Angela Hatchell, Deputy Commissioner of the Agent Services Division of the N.C. Department of Insurance.

Project Resources Group, Inc.

By:   
Dean Flora  
President

Date: 9/17/2021

North Carolina Department of Insurance

By:   
Angela Hatchell  
Deputy Commissioner

Date: 9/27/2021