

**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  
INNOVATE LOAN SERVICING CORP.  
LICENSE NO. 119506296**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME, INNOVATE LOAN SERVICING CORP.** (hereinafter "INNOVATE") and the Agent Services Division of the N.C. Department of Insurance (hereinafter "Agent Services Division"), and hereby enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

**WHEREAS**, the Agent Services Division 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**, INNOVATE is doing business and has been issued a permit by the Department to operate as a foreign collection agency in North Carolina; and

**WHEREAS**, N.C. Gen. Stat. Sec. 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**, N.C. Gen. Stat. Sec. 58-70-10 provides that a 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; and

**WHEREAS**, INNOVATE failed to renew its license to do business as a collection agency in North Carolina by June 30, 2023, and therefore was operating in North Carolina without an active license thereafter in violation of N.C. Gen. Stat. §§ 58-70-1 and 58-70-10; and

**WHEREAS**, INNOVATE has been allowed to reinstate its authority back to July 1, 2023 by the Department, and is currently authorized to act as a collection agency in North Carolina; and

**WHEREAS**, pursuant to N.C. Gen. Stat. Sec. 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**, INNOVATE has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of itself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against INNOVATE; 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 Agent Services Division and INNOVATE hereby agree to the following;

1. Immediately upon signing this agreement, INNOVATE shall pay a civil penalty of **\$1,000.00** to the Agent Services Division. 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." INNOVATE shall remit the civil penalty by certified mail, return receipt requested, to the Agent Services Division along with a copy of this signed agreement. The civil penalty and the signed Agreement must be received by the Agents Services Division no later than **October 23, 2023**. 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. INNOVATE 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 INNOVATE.
3. This Agreement does not in any way affect the Agent Services Division's disciplinary power in any future or follow-up examination of INNOVATE, or in any cases or complaints involving INNOVATE. In the event INNOVATE 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 INNOVATE, the Agents Services Division 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. INNOVATE understands that N.C. Gen. Stat. Sec. 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. INNOVATE enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. INNOVATE understands that it may consult 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. All permits issued by the Agents Services Division to **INNOVATE** shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Agent Services Division 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 Agreement shall become effective when signed by **INNOVATE** and the Agents Services Division.

**INNOVATE LOAN SERVICING CORP.**  
**LICENSE NO. 119506296**

**N.C. Department of Insurance**  
**Agent Services Division**

By:   
Ray Scott  
Chief Legal Officer

By:   
Joe Wall  
Deputy Commissioner

Date: 9-20-23

Date: 10/12/2023



**NC** DEPARTMENT  
*of* INSURANCE  
MIKE CAUSEY, COMMISSIONER

AGENT SERVICES

Tel 919.807.6800 Fax 919.715.3794

**COLLECTION AGENCY ATTESTATION FORM**

Your prior NC Collection Agency Permit #119506296 expired June 30, 2023, please have this form notarized, as a sworn attestation that no collection activities and/or the purchase of debt have taken place during the period of July 1, 2023 – present date.

This 20 day of Sept, 2023.

  
Signature

Ray Scott  
Print Name

CLO  
Title

Sworn to and subscribed before me

This 20<sup>th</sup> day of September, 2023.

  
Notary Public

My Commission expires: October 4, 2025

