

H 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 LENDERLIVE SETTLEMENT SERVICES, LLC.

VOLUNTARY SETTLEMENT AGREEMENT

NPN No. 8960544

NOW COME LenderLive Settlement Services, LLC (hereinafter "LenderLive Settlement Services") and the North Carolina Department of Insurance (hereinafter the 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 enforcement of the insurance laws of this State, and for regulating and licensing insurance business entities; and

WHEREAS, LenderLive Settlement Services is domiciled in Michigan and holds a Business Entity license issued by the Department; and

WHEREAS, LenderLive Settlement Services was subject to an administrative action by the Virginia Department of Insurance concerning a fiduciary violation, and a Settlement Order resolving that matter was entered on November 5, 2013; and

WHEREAS, LenderLive Settlement Services failed to report the Virginia administrative action to the Department within thirty (30) days of the disposition of that matter as is required by N.C.G.S. § 58-33-32(k); and

WHEREAS, LenderLive Settlement Services' violation of N.C.G.S. § 58-33-32(k) as stated above constitutes a violation of the insurance laws pursuant to N.C.G.S. § 58-33-46(a)(2) for which its business entity license could be revoked; and

WHEREAS, LenderLive Settlement Services has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against LenderLive Settlement Services; 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 mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning 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 exchange for, and in consideration of the promises and agreements set out herein, the Department and LenderLive Settlement Services hereby agree to the following:

- 1. Immediately upon its signing of this document, LenderLive Settlement Services shall pay a civil penalty of **Two Hundred Fifty Dollars (\$250.00)** to the Department. The form of payment shall be in a certified check, cashiers 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". LenderLive Settlement Services shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by LenderLive Settlement Services. **The civil penalty and the signed Agreement must be received by the Department no later than May 1, 2014.** 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.
- LenderLive Settlement Services enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. LenderLive Settlement Services understands that it may consult with an attorney prior to entering into this Agreement.
- 3. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of LenderLive Settlement Services or in any other complaints involving LenderLive Settlement Services.
- 4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. LenderLive Settlement Services understands that N.C.G.S. 58-33-46(a)(2) provides that its license may be revoked for violating an Order of the Commissioner.
- 5. The parties have read and understand this Agreement and agree to abide by the terms and

conditions stated herein.

- 6. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensees following the execution of this Agreement. 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 the NAIC and all companies that have appointed the licensee.
- 7. This Voluntary Settlement Agreement shall become effective when signed by LenderLive Settlement Services and the Department.

This the 3rd day of April, 2014.

LENDERLIVE SETTLEMENT SERVICES, LLC

NORTH CAROLINA DEPARTMENT OF INSURANCE

4-28-14

Joe Mowery
President

By:

Angela Ford
Senior Deputy Commissioner