

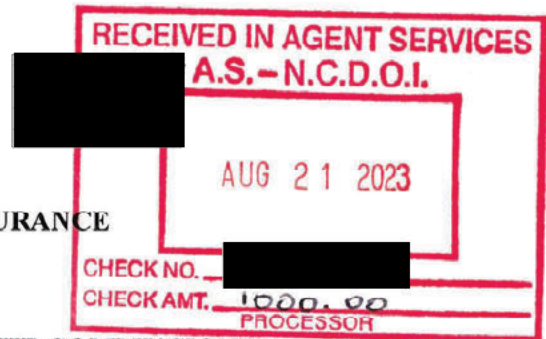
**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF
THE LICENSURE OF
SCHUERGER II CO., LTD dba
SCHUERGER II CO., LLC
LICENSE NO. 119506646**

**VOLUNTARY SETTLEMENT
AGREEMENT**



NOW COME, SCHUERGER II CO., LTD dba SCHUERGER II CO., LLC (hereinafter ("SCHUERGER") 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, SCHUERGER 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, SCHUERGER 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, SCHUERGER 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, SCHUERGER 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 **SCHUERGER**; 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 **SCHUERGER** hereby agree to the following:

1. Immediately upon signing this agreement, **SCHUERGER** 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." **SCHUERGER** 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 **September 14, 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. **SCHUERGER** 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 **SCHUERGER**.
3. This Agreement does not in any way affect the Agent Services Division's disciplinary power in any future or follow-up examination of **SCHUERGER**, or in any cases or complaints involving **SCHUERGER**. In the event **SCHUERGER** 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 **SCHUERGER**, 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. **SCHUERGER** 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. **SCHUERGER** enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. **SCHUERGER** 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 **SCHUERGER** 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 **SCHUERGER** and the Agents Services Division.

**SCHUERGER II CO., LTD dba
SCHUERGER II CO., LLC
LICENSE NO. 119506646**

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

By:


Lance Thompson
Chief Administrative Officer

By:


Angela Hatchell
Sr. Deputy Commissioner

Date:

8/16/23

Date:

8/21/23



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

AGENT SERVICES

Tel 919.807.6800 Fax 919.715.3794

2023-2024 REGULATORY PENALTY ACCEPTANCE (RPA)
Non-Insurance Business Entities (NIBE)
[Collection Agency/Motor Club/Premium Finance Company]

July 26, 2023

Company: Schuerger II Co., Ltd dba Schuerger II Co., LLC	License # 119506646	Enforcement Case # 90493
---	----------------------------	---------------------------------

Schuerger II Co., Ltd dba Schuerger II Co., LLC, (hereinafter, "Company") acknowledges a Non-Insurance Business Entity renewal was not submitted by the June 30th deadline. The Company agrees to accept a Voluntary Settlement Agreement (VSA) and regulatory monetary penalty for failure to renew. **Until the renewal is completed and the fees are paid, your company should not conduct business.**

- [x] Renewal submitted between July 16th and September 30th **\$1,000.00 Penalty (1st occurrence)**
[] Renewal submitted between July 16th and September 30th **\$2,500 Penalty (2 or more occurrences)**
[] Renewal submitted after September 30th **\$2,500.00 Penalty**

The monetary penalty is not paid with this form but with the Voluntary Settlement Agreement.

This Regulatory Penalty Acceptance (RPA) is voluntary, and the Company may consult with legal counsel prior to signing. The Company understands that it may refuse to accept a regulatory penalty and instead request an administrative hearing. The Company also understands that the Voluntary Settlement Agreement (VSA) is a **regulatory action**.

The online application will be made available after the following are returned:

- The Regulatory Penalty Acceptance (RPA) form signed by an authorized officer.
- Voluntary Settlement Agreement (VSA) signed by an authorized officer, including the fee.
- Attestation Form, signed by an authorized officer, indicating that no business was transacted while license was inactive (NCGS § 58-70-1; NCGS § 58-69-5; NCGS § 58-35-5).
- The license will be reinstated after completion of the regulatory review process if all required information has been provided and statutory requirements have been met.

Authorized Representative (print name): Lance Thompson

Signature: [Redacted] Date: 07/26/2023

Title: Chief Administrative Officer

NOTARY ACKNOWLEDGEMENT

State of Ohio County of Franklin
Sworn to and subscribed before me this 26 day of July, 2023
Notary Public [Redacted] [print & sign] LADONNA L. WALLER
My commission expires: 9/28/2024

Recorded in Franklin County
My commission expires Sept. 28, 2024



COLLECTION AGENCY ATTESTATION FORM

Your prior NC Collection Agency Permit# 119506646 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, 2022 – present date.

This 16th day of August, 2023.

Signature

Lance Thompson

Print Name

Chief Administrative Officer

Title

Sworn to and subscribed before me

This 16 day of August, 2023.

Notary Public

My Commission expires: 9/28/2024



LADONNA L. WALLER
NOTARY PUBLIC • STATE OF OHIO
Recorded in Franklin County
My commission expires Sept. 28, 2024