NORTH CAROLINA DEPARTMENT OF INSURANCE A.S. – N.C.D.O.I. RALEIGH, NORTH CAROLINA

JAN 3 1 2022

RECEIVED IN AGENT SERVICES

STATE OF NORTH CAROLINA COUNTY OF WAKE

IN THE MATTER OF THE LICENSURE OF SEATTLE SERVICE BUREAU, INC. OF INSURANCE PROCESSOR

VOLUNTARY SETTLEMENT AGREEMENT

NOW COME Seattle Service Bureau, Inc., its Officer, David Conyers, and the North Carolina Department of Insurance (hereinafter "Department"), and hereby enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, Seattle Service Bureau, Inc. is a foreign corporation organized and existing under the laws of the State of Washington; 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.G.S. § 58-70-40(e) provides, in pertinent part, that "A collection agency shall report to the Commissioner any administrative action taken against the collection agency by another state or by another governmental agency in this State within 30 days after the final disposition of the matter. This report shall include a copy of the order or consent order and other information or documents filed in the proceeding necessary to describe the action"; and

WHEREAS, effective June 7, 2021, Seattle Service Bureau, Inc. entered into a Consent Order with the Connecticut Department of Banking for violation of its collection agency licensing law; and

WHEREAS, Seattle Service Bureau, Inc. did not report the action to the Commissioner until September 20, 2021; and

WHEREAS, Seattle Service Bureau, Inc. has agreed to pay a civil penalty of two hundred and fifty dollars (\$250.00) for its failure to timely report the Connecticut action in violation of N.C.G.S. § 58-70-40(e); 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 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, the Department, Seattle Service Bureau, Inc. and its Officer hereby agree to the following;

- 1. Immediately upon signing this agreement, Scattle Service Bureau, Inc. shall pay a civil penalty of two hundred and fifty dollars (\$250.00) to the Department. 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." Scattle Service Bureau, Inc. 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 **February 14, 2022.** 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.
- Seattle Service Bureau Inc. and its Officer 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 Seattle Service Bureau, Inc.
- 3. This Agreement does not in any way affect the Department's disciplinary power in any future or follow-up examination of Seattle Service Bureau, Inc., or in any cases or complaints involving Seattle Service Bureau, Inc. In the event that Seattle Service Bureau, Inc. or its Officer fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Seattle Service Bureau, Inc., 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. Seattle Service Bureau, Inc. and its Officer understand that N.C.G.S. § 58-70-40(c)(6) provides that its 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. Seattle Service Bureau, Inc. and its Officer enter into this Agreement freely and voluntarily and with knowledge of their right to have an administrative hearing on this matter. Seattle Service Bureau, Inc. and its Officer understand that they 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. Any and all permits issued by the Department to Seattle Service Bureau, Inc 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 Agreement shall become effective when signed by the parties.

SEATTLE SERVICE BUREAU, INC.

Date: 01-18-2022

N.C. Department of Insurance

By:_______Angels/P. Hatchell

Deputy Commissioner NC Department of Insurance

Date: 4/1/2022