

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE THE INDIANA
COMMISSIONER OF INSURANCE
CAUSE NO. 14019-AG15-1015-264

IN THE MATTER OF:)
)
Resource Real Estate Services, LLC)
300 Red Brook Blvd, Suite 300)
Owings Mills, MD 21117)
)
Respondent.)
)
Type of Agency Action: Title Enforcement)
)
Indiana Insurance License No.: 32746)

FILED

DEC 04 2015

STATE OF INDIANA
DEPT. OF INSURANCE

FINAL ORDER

The Indiana Department of Insurance (“Department”), by its counsel, Brigitte Collier, and Resource Real Estate Services, LLC (“Respondent”), a non-resident licensed title insurance agency, signed an Agreed Entry which purports to resolve all issues involved in the action by the Department and which has been submitted to the Commissioner of Insurance (the “Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, finds it has been entered into fairly and without fraud, duress or undue influence, and is fair and equitable between the parties. The Commissioner hereby incorporates the Agreed Entry as if fully set forth herein, and approves and adopts in full the Agreed Entry as a resolution of this matter.

IT IS THEREFORE ORDERED by the Commissioner:

1. Respondent shall pay an administrative penalty in the amount of twenty one thousand nine hundred dollars (\$21,900.00) to the Department, in aggregate, for paying unlicensed personal for signing HUD-1s; for not collecting TIEFF; for overcharging premiums; and for failure to input forty five (45) real-estate transactions into the RREAL IN database and failure to input eighty (80) real estate transactions into the RREAL IN database within the required time period. Payment will be made in three installments within sixty days (60) after the signing of this Final Order: First payment is due one (1) week after the Commissioner adopts this Final Order, second payment is due thirty (30) days after the first payment and third payment is due thirty (30) days after the second payment.
2. Respondent shall refund consumers two thousand one hundred four dollars and sixty seven cents (\$2,104.67) within thirty (30) days after the signing of the Final Order.
3. Respondent shall provide a letter to the consumer with a reimbursement check stating that they were erroneously overcharged during their real estate closing transaction. On October 14th and 15th, 2015, Respondent processed and mailed a reimbursement check to each consumer that was overcharged along with the requested explanation letter. Copies of each reimbursement check and letter have been provided to the Department for our records.

4. Respondent shall enter all forty five (45) unreported real estate transactions into the RREAL.IN data base within thirty (30) days after the signing of this Final Order.

ALL OF WHICH IS ORDERED this 4 day of December, 2015.

A handwritten signature in black ink, which appears to read "Stephen W. Robertson". The signature is written in a cursive style and is positioned above a horizontal line.

Stephen W. Robertson, Commissioner
Indiana Department of Insurance

Distribution:

Resource Real Estate Services, LLC
300 Red Brook Blvd, Suite 300
Owings Mills, MD 21117

Brigitte Collier, Attorney
Indiana Department of Insurance
311 W. Washington St., Suite 103
Indianapolis, IN 46204

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE THE INDIANA
COMMISSIONER OF INSURANCE

CAUSE NUMBER: 14019-AG15-1015-264

IN THE MATTER OF:)
)
Resource Real Estate Services, LLC)
300 Red Brook Blvd, Suite 300)
Owings Mills, MD 21117)
Respondent.)
Type of Agency Action: Enforcement)
Indiana Producer License No.: 32746)

FILED

DEC 04 2015

STATE OF INDIANA
DEPT. OF INSURANCE

AGREED ENTRY

This Agreed Entry is executed by the Indiana Department of Insurance ("Department"), by counsel Brigitte Collier, and Resource Real Estate Services, LLC, ("Respondent"), a title insurance agency licensed to do business in Indiana, to resolve all issues in the above captioned matter. This Agreed Entry is subject to the review and approval of Stephen W. Robertson, Commissioner, Indiana Department of Insurance ("Commissioner").

WHEREAS, Respondent is a non-resident title insurance agency licensed in the State of Indiana, holding license number 32746; and

WHEREAS, Indiana Code § 27-1-15.6-13(a) requires Respondent to only pay a commission, service fee, brokerage fee, or other valuable consideration to a person for selling, soliciting, or negotiation insurance in Indiana if that person is licensed;

WHEREAS, the Respondent had paid personnel for selling, soliciting, or negotiating insurance in Indiana while said persons were not licensed;

WHEREAS, Respondent failed to collect the Indiana Title Insurance Enforcement Fund Fee on forty five (45) transactions in violation of Indiana Code § 27-7-3.6-7;

WHEREAS, Indiana Code § 27-1-22-18 prohibits insurers, brokers, and agents from deviating from Department authorized premiums and government recording fees;

WHEREAS, the Respondent charged title insurance premium rates higher than Fidelity National Title Insurance Company, Stewart Title Guaranty Company and WFG National Title Insurance Company ("Underwriter") contractual rates for ninety five (95) title policies in violation of Indiana Code § 27-1-22-18; and

WHEREAS, Indiana Code § 6-1.1-12-43 (e)(1) requires that title producers enter information into the RREAL IN database; and

WHEREAS, Indiana Code § 6-1.1-12-43 (g) states that closing agent is subject to a civil penalty for each instance in which the closing agent fails to comply with this section with respect to a customer; and

WHEREAS, an investigation identified that the Respondent failed to enter forty five (45) real estate transactions into the RREAL IN database and failed to enter eighty (80) real estate transactions into the RREAL IN database in the required time period;

WHEREAS, the Department and Respondent desire to resolve their differences and settle their issues without incurring the time and expense of a hearing;

IT IS, THEREFORE, NOW AGREED by and between the parties as follows:

1. The Commissioner has jurisdiction over the subject matter and Respondent in this administrative action.

2. This Agreed Entry is executed voluntarily by the parties.
3. Respondent voluntarily and freely waives the right to a public hearing in this matter.
4. Respondent voluntarily and freely waives the right to judicial review of this matter.
5. Respondent shall refund consumers two thousand one hundred four dollars and sixty seven cents (\$2,104.67) within thirty (30) days after the Commissioner signs the Final Order adopting this Agreed Entry.
6. Respondent shall provide letter to the consumer with a reimbursement check stating that they were erroneously overcharged during their real estate closing transaction. On October 14th and 15th, 2015, Respondent processed and mailed a reimbursement check to each consumer that was overcharged along with the requested explanation letter. Copies of each reimbursement check and letter have been provided to the Department for our records.
7. Respondent shall enter all forty five (45) real estate transactions into the RREAL IN database within thirty (30) days after the Commissioner signs the Final Order adopting this Agreed Entry.
8. Respondent shall develop, provide, and implement policies to ensure all employees and any agency that requires an insurance license is in compliance with Indiana insurance law. Respondent shall implement these policies and provide the Department a copy of these policies with thirty (30) days after the Commissioner signs the Final Order adopting this Agreed Entry.

9. Respondent agrees to pay an administrative penalty in the amount twenty one thousand nine hundred dollars (\$21,900.00) to the Department in three separate payments within sixty days (60) after the Commissioner signs the Final Order adopting this Agreed Entry. First payment due one (1) week after the Commissioner signs the Final Order adopting this Agreed Entry. Second payment due thirty (30) days after first payment and third payment due thirty (30) days after second payment.
10. The Department agrees to accept Respondent's compliance with the agreement herein as full satisfaction of this matter.
11. Respondent has carefully read and examined this agreement and fully understands its terms.
12. Respondent has entered into this agreement freely, and has not been subject to duress, threat or undue influence.
13. Should this Agreed Entry not be accepted by the Commissioner, it is agreed that presentation to and consideration of this Agreed Entry by the Commissioner shall not unfairly or illegally prejudice the Commissioner from further participation in or resolution of these proceedings.

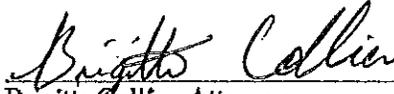
14. Respondent is aware that failure to comply with any term of this agreement will result in the matter being set for hearing.

12-1-15

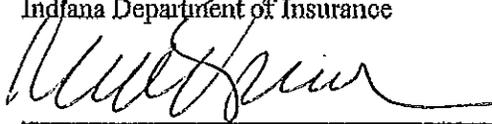
Date Signed

11/18/15

Date Signed



Brigitte Collier, Attorney
Indiana Department of Insurance

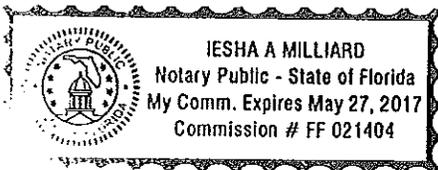


Millard Rubenstein, Managing Member on
behalf of Resource Real Estate Services, LLC

Florida
STATE OF ~~MARYLAND~~)
COUNTY OF Palm Beach) SS:

Before me a Notary Public for Palm Beach County, State of Florida,
~~Maryland~~, personally appeared Millard Rubenstein, on behalf of Resource Real Estate Services, LLC, and being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

Signed and sealed this 18th day of November, 2015.



[Handwritten Signature]
Signature
Iesha Milliard
Printed

My Commission expires: May 27, 2017
County of Residence: Broward County