

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE

CAUSE NO.: 17904-AG19-0221-027

IN THE MATTER OF: )

North American Title Company )  
120 N. LaSalle Street, Suite 800 )  
Chicago, IL 60602 )

Respondent. )

Type of Agency Action: Enforcement )

License No.: 825949 )

**FILED**

MAY 17 2019

STATE OF INDIANA  
DEPT. OF INSURANCE

**FINAL ORDER**

The Indiana Department of Insurance (“Department”), by its counsel Erica J. Dobbs, and North American Title Company (“Respondent”), a nonresident title insurance agency licensed to do business in Indiana, signed an Agreed Entry which purports to resolve all issues involved in the above captioned cause number, and which has been submitted to the Commissioner of Insurance (the “Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which imposes a four thousand six hundred seventy two dollar (\$4,672) civil penalty and requires implementation of a corrective action plan for allowing the signature of a producer licensed only in Illinois to appear on policies for fifty three (53) properties located in Indiana, 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 a civil penalty in the amount of four thousand six hundred seventy two dollars (\$4,672) to the Department within thirty (30) days of the date of this Final Order.
2. Respondent shall submit a written corrective action plan detailing how such errors will be avoided in future transactions to the Department within thirty (30) days of the date of this Final Order.

*5-17-2019*

Date Signed



Stephen W. Robertson, Commissioner  
Indiana Department of Insurance

Distribution:

North American Title Company  
120 N. LaSalle Street, Suite 800  
Chicago, IL 60602

Erica J. Dobbs, Attorney  
ATTN: Mark Faust, Senior Insurance Examiner  
Indiana Department of Insurance  
311 W. Washington St., Suite 103  
Indianapolis, IN 46204

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STATE OF INDIANA  
DEPT. OF INSURANCE

**AGREED ENTRY**

This Agreed Entry is executed by the Indiana Department of Insurance (“Department”), by counsel, Erica J. Dobbs, and North American Title Company (“Respondent”), a nonresident 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 nonresident title insurance agency holding license number 825949 since June 26, 2012;

WHEREAS, Indiana Code § 27-1-15.6-12(b)(2)(A) states, in part, that the Commissioner may levy a civil penalty against an insurance producer for violating an insurance law;

WHEREAS, Indiana Code § 27-1-15.6-3 is an insurance law requiring that a person who sells, solicits, or negotiates insurance in Indiana for any class or classes of insurance is duly licensed for that line of authority;

WHEREAS, Respondent, when finalizing policies for builder transactions in both Illinois and northwestern Indiana, allowed the signature of a producer licensed only in Illinois to appear on policies for properties located in Indiana;

WHEREAS, Respondent states this was an inadvertent error that impacted its Indiana operations only;

WHEREAS, Michael A. Montalvo, Eastern Region President of North American Title Company is authorized to act on behalf of Respondent and obligate it to perform in accordance with this agreement; and

WHEREAS, the Department and Respondent (collectively, "the Parties") desire to resolve this matter without a hearing.

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


1. The Commissioner has jurisdiction over the subject matter and the Parties to this Agreed Entry.
2. In order to avoid formal litigation in this matter, Respondent has determined that it is in their best interests to enter into this Agreed Entry. As such, Respondent acknowledges that they execute this Agreed Entry with full realization of its contents and effects.
3. This Agreed Entry is executed knowingly, voluntarily, and freely by the Parties. The Parties agree that the terms of this Agreed Entry constitute final resolution of this matter.
4. Respondent knowingly, voluntarily and freely waives the right to a public hearing on this matter, including the right to appear in person before the Commissioner, present evidence, cross-examine witnesses, and present arguments.

5. Respondent knowingly, voluntarily and freely waives the right to judicial review of this matter or otherwise appeal or challenge the validity of this Agreed Entry.
6. Respondent knowingly, voluntarily, and freely waives, releases, and forever discharges all claims or challenges, known or unknown, against the Department, its Commissioner, employees, agents, and representatives, in their individual and official capacities, that arise out of or are related to the Agreed Entry or Final Order, including but not limited to any act or omission as part of the underlying audit, investigation, negotiation, or approval process.
7. Respondent shall pay civil penalty in the amount of four thousand six hundred seventy two dollars (\$4,672) to the Department within thirty (30) days after the Commissioner executes the Final Order adopting this Agreed Entry.
8. Respondent shall submit a written corrective action plan detailing how such errors will be avoided in future transactions to the Department within thirty (30) days after the Commissioner executes the Final Order adopting this Agreed Entry.
9. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
10. Respondent has had the opportunity to have this Agreed Entry reviewed by legal counsel of their choosing, at their own expense, and is aware of the benefits gained and obligations incurred by the execution of this Agreed Entry. Respondent understands and agrees that the Department cannot give them legal advice.
11. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.

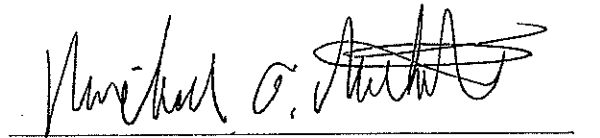
12. This Agreed Entry constitutes the entire agreement between the Parties, and no other promises or agreements, express or implied, have been made by the Department or by any employee, director, agent or other representative thereof to induce Respondent to enter this Agreed Entry.
13. The Department agrees to accept Respondent's compliance with the terms of this Agreed Entry as full satisfaction of this matter, and warrants and represents that so long as Respondent complies with the terms of this Agreed Entry, the Department will not bring any further action against Respondent based on the facts that gave rise to this Agreed Entry.
14. In the event the Department finds there has been a breach of any of the provisions of this Agreed Entry, the Department may reopen this matter and pursue alternative action pursuant to Indiana Code § 27-1-15.6-12.
15. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
16. Respondent acknowledges that this Agreed Entry may be admitted into evidence in any judicial or administrative proceeding against Respondent to enforce the terms and conditions contained herein.
17. Respondent understands that this Agreed Entry resolves only the matter pending with the Department and does not affect any criminal prosecution or civil litigation that may be pending or hereinafter commence against Respondent.
18. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.

19. It is expressly understood that this Agreed Entry is subject to the Commissioner's acceptance and has no force or effect until such acceptance is evidenced by the entry of a Final Order by the Commissioner.
20. 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 or Respondent from further participation in or resolution of these proceedings.
21. If this Agreed Entry is accepted by the Commissioner, it will become part of Respondent's permanent record and may be considered in future actions brought by the Department or any other regulator against Respondent. It is further understood that, if accepted by the Commissioner, this Agreed Entry and resulting Final Order are public records pursuant to Indiana Code § 4-21.5-3-32 that may not be sealed or otherwise withheld from the public, and may be reported to the National Association of Insurance Commissioners and published on the Department's website as required.
22. Respondent acknowledges that this is an Administrative Action they may be required to report to other jurisdictions in which he is licensed and on future licensing applications.

5/15/19  
Date Signed

  
Erica J. Dobbs, Attorney #30588-49  
Indiana Department of Insurance

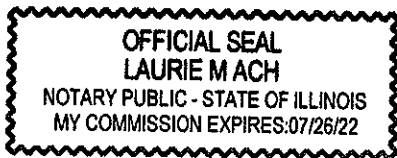
5/1/2019  
Date Signed

  
Michael A. Montalvo, Eastern Region President  
North American Title Company

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

Before me a Notary Public for COOK County, State of Illinois, personally appeared Michael A. Montalvo, on behalf of North American Title Company 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 1 day of May, 2019.



Laurie M Ach  
Signature  
LAURIE M. ACH  
Printed

My Commission expires: 07/26/22

County of Residence: COOK, IL