

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE THE INDIANA
COMMISSIONER OF INSURANCE

CAUSE NO.: 18817-AG20-0115-017

IN THE MATTER OF:)
)
WFG Lender Services LLC)
183 Industry Dr.,)
Pittsburgh, PA 15275-1015)
)
Respondent.)
)
Type of Agency Action: Enforcement)
)
License Number: 520420)

FILED

JUN 18 2020

STATE OF INDIANA
DEPT. OF INSURANCE

FINAL ORDER

The Indiana Department of Insurance (“Department”), by counsel Victoria Hastings, and WFG Lender Services, LLC (“Respondent”), a nonresident title insurance producer organization 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 the Indiana Department of Insurance (“Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which requires Respondent to pay restitution to overcharged consumers in the amount of five thousand five hundred ninety nine dollars and eighty cents (\$5,599.80), provide proof to the Department of the same, and levies a ten thousand dollar (\$10,000) civil penalty for overcharging consumers, 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 ten thousand dollars (\$10,000) to the Department within thirty (30) days of the date of this Final Order.
2. Respondent shall send a refund check to the one hundred two (102) affected consumers for the correct amount per consumer; the total refund for the one hundred two (102) consumers is five thousand five hundred ninety nine dollars and eighty cents (\$5,599.80). This refund amount includes the aggregate overcharged premium of five thousand twenty five dollars (\$5,025) and eight percent (8%) compounded interest in the amount of five hundred seventy four dollars and eighty cents (\$574.80).
3. The refund checks shall be sent to the one hundred (102) consumers within thirty (30) days of the date of this Final Order. Respondent shall send a letter to each affected consumer with the language as provided in the Agreed Entry.
4. Respondent shall provide proof of each refund to the Department within thirty (30) days of the date of this Final Order.

6-18-2020

Date Signed



Stephen W. Robertson, Commissioner
Indiana Department of Insurance

Distribution:

WFG Lender Services LLC
ATTN: Dan Bailey, Senior Vice President
2625 Townsgate Road, Suite 101
Westlake Village, CA 91361

Victoria Hastings, Attorney
ATTN: Tyler Mason, Jr 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, Victoria Hastings, and WFG Lender Services LLC ("Respondent"), a nonresident title insurance producer organization licensed to do business in Indiana, to resolve all issues in the above-captioned cause number. 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 producer organization holding license number 520420 since January 8, 2007;

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 § 27-4-1-4(a)(7)(C)(iii) is an insurance law which states, in part, that it is an unfair and deceptive business practice to make or permit excessive or inadequate charges for premiums, policy fees, assessments, or rates, or making or permitting any unfair discrimination between persons of the same class involving essentially the same hazards in the

amount of premiums, policy fees, assessments, or rates charged or made for policies or contracts of any kind of insurance;

WHEREAS, Respondent overcharged premium fees on one hundred and two (102) title insurance policies by amounts ranging between fifty (\$50) and seventy five (\$75) dollars;

WHEREAS, Respondent has advised the Department that this occurred because of an error in the fees calculated by Respondent's software system, and that this error has since been corrected. Respondent will refund any fees that were overcharged to any parties affected;

WHEREAS, Dan Bailey, Senior Vice President of WFG Lender Services, LLC, 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 a civil penalty in the amount of ten thousand dollars (\$10,000.00) to the Department within thirty days (30) after the Commissioner signs the Final Order adopting this Agreed Entry.
8. Respondent shall send refund checks totaling five thousand five hundred ninety nine dollars and eighty cents (\$5,599.80) to the one hundred two (102) affected consumers within thirty days (30) after the Commissioner signs the Final Order adopting this Agreed Entry. The amount to be refunded includes the aggregate overcharged premium of five thousand twenty five dollars (\$5,025) and eight percent (8%) compounded interest in the amount of five hundred seventy four dollars and eighty cents (\$574.80).

9. Respondent shall provide a letter to each consumer with a reimbursement check stating "On December 13, 2019, the Indiana Department of Insurance (IDOI), examined our title insurance records in accordance with Indiana Code § 27-1-3.1 *et seq.* and discovered we overcharged you. The correct amount should have been *(insert the correct amount)*. As a result, the IDOI has ordered us to issue a refund check in the amount of *(insert the amount)*."
10. Respondent shall provide proof of each refund to the Department within thirty (30) days after the Commissioner signs the Final Order adopting this Agreed Entry.
11. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
12. 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.
13. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
14. 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.

15. 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.
16. 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.
17. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
18. 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.
19. 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.
20. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.
21. 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.

22. 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.
23. 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.
24. Respondent acknowledges that this is an Administrative Action they may be required to report to other jurisdictions in which they are licensed and on future licensing applications.

5/20/2020
Date Signed


Victoria Hastings, Attorney #3405229
Indiana Department of Insurance

5/14/2020
Date Signed


Dan Bailey, Senior Vice President
WFG Lender Services, LLC

STATE OF CALIFORNIA)
) SS:
COUNTY OF _____)

Before me a Notary Public for _____ County, State of California,
personally appeared Dan Bailey, on behalf of WFG Lender 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 _____ day of _____, 2020.

*See
Attached*

Signature

Printed

My Commission expires: _____

County of Residence: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Ventura)

On May 14, 2020 before me, Marilyn Montaperto, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel John Barley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Marilyn Montaperto
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreed Entry
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____