

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE

CAUSE NO.: 19411-AG20-0717-117

IN THE MATTER OF: )  
 )  
Clear Title Group, LLC )  
1795 Clarkson Rd., #310, )  
Chesterfield, Missouri 63017 )  
 )  
Respondent. )  
 )  
Type of Agency Action: Enforcement )  
 )  
License Number: 800310 )

**FILED**  
**DEC 17 2020**  
STATE OF INDIANA  
DEPT. OF INSURANCE

**FINAL ORDER**


The Enforcement Division of the Indiana Department of Insurance (“Department”), by counsel, Victoria Hastings, and Clear Title Group, 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 places Respondent on~~  
probation for a period of three (3) years due to Respondent allowing an unlicensed employee to sign multiple title insurance policies, 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 as follows:

1. Respondent's nonresident title insurance producer organization license shall be placed on probation for a period of three (3) years, beginning the date the Commissioner signs this Final Order.
2. During the probationary period any violation of Title 27 of the Indiana Code will result in the Department seeking immediate revocation of Respondent's license.

12-17-2020  
Date Signed

  
Stephen W. Robertson, Commissioner  
Indiana Department of Insurance

Distribution:

Clear Title Group, LLC  
ATTN: Dana Radetic, CFO  
1795 Clarkson Rd., #310,  
Chesterfield, Missouri 63017

Victoria Hastings, Attorney  
ATTN: Tyler Mason, Jr Insurance Examiner  
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 NO.: 19411-AG20-0717-117

IN THE MATTER OF: )  
 )  
Clear Title Group, LLC )  
1795 Clarkson Rd., #310, )  
Chesterfield, Missouri 63017 )  
 )  
Respondent. )  
 )  
Type of Agency Action: Enforcement )  
 )  
License Number: 800310 )

FILED  
DEC 17 2020  
STATE OF INDIANA  
DEPT. OF INSURANCE

**AGREED ENTRY**

This Agreed Entry is executed by and between the Enforcement Division of the Indiana Department of Insurance (“Department”), by counsel, Victoria Hastings, and Clear Title Group, 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 of the Indiana Department of Insurance (“Commissioner”).

WHEREAS, Respondent is a nonresident title insurance producer organization holding license number 800310 since January 20, 2012;

WHEREAS, Indiana Code § 27-1-15.6-12(b)(2)(A) states, in part, that the Commissioner may place an insurance producer on probation for violating an insurance law;

WHEREAS, Indiana Code § 27-1-15.6-13(a), which is an insurance law that states an insurance producer shall not pay a commission, service fee, brokerage fee, or other valuable consideration to a person for selling, soliciting, or negotiating insurance in Indiana if the person is required to be licensed and is not licensed.

WHEREAS, Respondent allowed sixty four (64) title insurance policies to be signed by an unlicensed employee;

WHEREAS, Dana Radetic, CFO of Clear Title Group, 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's nonresident title insurance producer organization license shall be placed on probation for a period of three (3) years, beginning the date the Commissioner signs the Final Order adopting this Agreed Entry. During the probationary period any violation of Title 27 of the Indiana Code will result in the Department seeking immediate revocation of Respondent's license.
8. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
9. 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.

10. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
11. 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.
12. 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.
13. 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.
14. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
15. 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.
16. 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.

17. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.

18. 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.

19. 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.

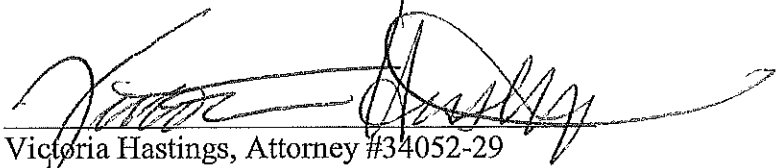
20. If this Agreed Entry is accepted by the Commissioner, it will become part of Respondent's permanent record and may be considered in future actions brought by the Department or any other regulator against

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.

21. 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.

12/8/2020

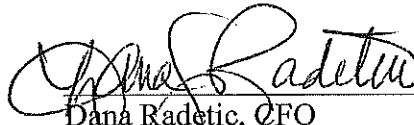
Date Signed



Victoria Hastings, Attorney #34052-29  
Indiana Department of Insurance

11/23/2020

Date Signed




Dana Radetic, CFO  
Clear Title Group, LLC, Respondent



STATE OF MISSOURI     )  
                                          ) SS:  
COUNTY OF ST LOUIS )

Before me a Notary Public for St. Charles County, State of Missouri,  
personally appeared Dana Radetic, on behalf of Clear Title Group, 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 23rd day of November, 2020.

  
\_\_\_\_\_  
Signature

Bradley J. Kelemen  
\_\_\_\_\_  
Printed

My Commission expires: 6-2-2024

County of Residence: St. Charles



BRADLEY J. KELEMEN  
My Commission Expires  
June 2, 2024  
St. Charles County  
Commission #12381452