DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION

P.O. Box 690, Jefferson City, Mo. 65102-0690

IN RE: UNITED AUTO DEFENSE, LLC	)	
3551 VETERANS MEMORIAL PWY	)	
SUITE 201	)	TRACKING ID 221781 E
ST. CHARLES, MO 63303	)	

VOLUNTARY FORFEITURE AGREEMENT

It is hereby agreed by United Auto Defense, LLC, through its President, Gary D. Primm, Jr., and the Consumer Affairs Division of the Department of Insurance, Financial Institutions and Professional Registration, as follows:

WHEREAS, John M. Huff, is the duly appointed Director of the Department of Insurance, Financial Institutions and Professional Registration, State of Missouri (hereinafter, "Director" of the "Department"), whose duties, pursuant to Chapters 374, 375, and 385 RSMo,[1] include the supervision and regulation of the business of motor vehicle extended service contracts;

WHEREAS, the Consumer Affairs Division ("Division") of the Department is charged with investigating producers and companies engaged in the business of motor vehicle extended service contracts pursuant to Sections 374.085, 374.190, and 385.200 to 385.220 and is authorized by the Director to recommend enforcement action for violations of such laws;

[1] All statutory references are to RSMo (2000) as updated by RSMo (2013) unless otherwise noted.

WHEREAS, United Auto Defense, LLC, a licensed motor vehicle extended service contract ("MVESC") business entity producer, provided information and documentation to the Division regarding its employees who, in or from the State of Missouri, sold, offered, negotiated or solicited motor vehicle extended service contracts with a consumer;

WHEREAS, the Division determined, based on the information and documentation provided by United Auto Defense, LLC, that at least seven (7) United Auto Defense, LLC employees, including the employees of United Auto Defense, LLC listed in Exhibit A, attached hereto and incorporated herein, sold, offered, negotiated or solicited motor vehicle extended service contracts without a MVESC producer license issued by the Department in violation of Section 385.206.1;

WHEREAS, the Division determined, the violations by individuals, as employees and acting under the direction of United Auto Defense, LLC, were known or should have been known by one or more of the partners, officers, or managers acting on behalf of United Auto Defense, LLC;

WHEREAS, the Division determined, pursuant to Section 385.216.2, each violation of Section 385.209.3 would be a level two violation under Section 374.049;

WHEREAS, under Section 374.049.2(2) the Director may impose a forfeiture in an administrative proceeding under Section 374.046 (including Section 374.046.15 for voluntary forfeitures), in the amount of one thousand dollars ($1,000.00) per each level two violation, up to an aggregate of forfeiture of fifty thousand dollars per annum for multiple violations;

WHEREAS, United Auto Defense, LLC, has been informed of its right to counsel and does hereby voluntarily and knowingly waive any and all rights for procedural requirements,

including notice and an opportunity for a hearing, and review or appeal by any trial or appellate court, which may have otherwise applied to this referenced investigation, and United Auto Defense, LLC has also been informed of its right to contest any refusal of or disciplinary actions against the MVESC business entity producer license of United Auto Defense, LLC;

WHEREAS, United Auto Defense, LLC disputes the Division's determinations set forth herein and does not agree or admit to those determinations and the signing of this agreement and consent to pay the voluntary forfeiture set forth herein is done to fully and completely resolve the investigation;

AND, WHEREAS, United Auto Defense, LLC acknowledges and understands that this Voluntary Forfeiture Agreement is an administrative action and will be reported by the Department to other states. United Auto Defense, LLC further acknowledges and understands that this administrative action should be disclosed on future applications and renewal applications and it is United Auto Defense, LLC's responsibility to comply with the reporting requirements of each state in which it is licensed or registered.

NOW THEREFORE, in lieu of any recommendation or initiation by the Director or the Division of any other action available to the Director or the Division, based on the Division's determinations cited in this Agreement, and after being afforded the opportunity to consult legal counsel, United Auto Defense, LLC does hereby voluntarily and knowingly surrender and forfeit the sum of seven thousand dollars ($7,000.00), such sum to be paid into the State School Moneys Fund pursuant to Sections 374.046 and 374.280.

United Auto Defense, LLC shall submit this sum to the Department by cashier's check or money order made payable to the State School Moneys Fund no later than ten (10) days after issuance of the Order of the Director.

The parties agree that this Agreement represents a full resolution of all issues raised in the investigation and the Director, the Department, and the Division shall not seek penalties from United Auto Defense, LLC nor take any further remedial action, other than those agreed to in this Agreement. The parties specifically agree that, despite any other language in this Agreement, should the Director, the Department, or the Division in the future allege any additional violation of the insurance or motor vehicle extended service contract laws or regulations by United Auto Defense, LLC, nothing in this Agreement shall preclude the Director, the Department, or the Division from offering the evidence that underlies the Division's determinations reflected herein for the purposes of showing that such later alleged acts were committed knowingly or in conscious disregard of the law.

DATED: 2-23-2016

United Auto Defense, LLC
Gary D. Primm, Jr., President

DATED: 2/25/16

Carrie Couch, Director
Consumer Affairs Division

DATED: 2/26/16

John M. Huff, Director
Department of Insurance, Financial
Institutions and Professional Registration

Return original and cashier's check or money order made payable to the State School Moneys Fund to:

Sheri Sloan
Missouri Department of Insurance,
Financial Institutions and Professional Registration
PO Box 4001
Jefferson City, MO 65102