



**DEPARTMENT OF INSURANCE, FINANCIAL
INSTITUTIONS AND PROFESSIONAL REGISTRATION**

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

**IN RE: COMMUNITY TITLE SERVICES, LLC TRACKING ID 316812
2112 SCHUETZ ROAD
ST. LOUIS, MO 63146**

VOLUNTARY FORFEITURE AGREEMENT

It is hereby agreed by Community Title Services, LLC ("CTS") and the Division of Consumer Affairs of the Department of Insurance, Financial Institutions and Professional Registration, as follows:

WHEREAS, Chlora Lindley-Myers, 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 381, RSMo, include the supervision and regulation of the business of insurance;

WHEREAS, the Division of Consumer Affairs ("Division") of the Department is charged with investigating producers and companies engaged in the business of insurance

pursuant to Sections 374.085 and 374.190, RSMo and is authorized by the Director to recommend enforcement action under the laws relating to insurance;

WHEREAS, CTS currently holds an active license as a business entity producer with the Department, pursuant to Chapter 375, RSMo;

WHEREAS, the Division has received information that CTS:

- Obtained underwriting guidance from an insurer without a valid agency agreement when determining insurability to issue a title insurance policy, such conduct is inconsistent with sound underwriting practices and violates Section 381.071.1(2), RSMo (2016);
- Failed to obtain satisfaction of lien pursuant to underwriting or obtain written instructions for funds held in escrow in violation of Section 381.022.2, RSMo (2016);
- Failed to disclose said lien interest on the owner's title insurance policy in violation of Section 381.071.2, RSMo (2016);

Additionally, CTS commingled non-client related funds with escrow funds in violation of Section 381.022.3(1), RSMo (2016) and subjects CTS to enforcement action by the Director;

WHEREAS, CTS has been informed of its right to counsel and of its right to contest any attempt by the Department to discipline its insurance producer license, and states that it understands its rights to contest any such actions;

AND WHEREAS, CTS acknowledges and admits for purposes of this Agreement and for purposes of any future action by the Director or the Division based on any additional alleged violation of the insurance laws or regulations by CTS, in which action

the Director or the Division alleges that the violations described herein form part of a course of conduct, a business practice, or other such series of similar violations, or that future violations by CTS are committed knowingly, intentionally or in conscious disregard of the law, that CTS:

- Obtained underwriting guidance from an insurer without a valid agency agreement when determining insurability to issue a title insurance policy, such conduct is inconsistent with sound underwriting practices and violates Section 381.071.1(2), RSMo (2016);
- Failed to obtain satisfaction of lien pursuant to underwriting or obtain written instructions for funds held in escrow in violation of Section 381.022.2, RSMo (2016);
- Failed to disclose said lien interest on the owner's title insurance policy in violation of Section 381.071.2, RSMo (2016);

Additionally, CTS commingled non-client funds with escrow funds in violation of Section 381.022.3(1), RSMo (2016);

NOW, THEREFORE, in lieu of any recommendation or initiation by the Division of any action based on the violations cited in this Agreement, and after being afforded the opportunity to consult legal counsel, CTS does hereby voluntarily and knowingly surrender and forfeit the sum of one thousand dollars (\$1,000.00), such sum to be paid into the State School Moneys Fund pursuant to Sections 374.046 and 374.280, RSMo.

CTS 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 September 12, 2018.

The parties agree that, should the Director or the Division in the future allege an

additional violation of the insurance laws or regulations by CTS, nothing in this Agreement shall preclude the Director or the Division from introducing CTS' admissions contained in this Agreement as evidence that the acts described herein form part of a course of conduct, a business practice, or other such series of similar violations, or for purposes of showing that such later alleged acts are committed knowingly, intentionally or in conscious disregard of the law.


DATED: 8/29/18


Community Title Services, LLC
By: Leslie Teice
Its: Manager
License No. 8061112

DATED: 8/31/18


Carrie Couch, Director
Division of Consumer Affairs

DATED: 8/31/2018


Chlora Lindley-Myers, Director
Department of Insurance, Financial
Institutions and Professional
Registration

Return original to:
Marjorie Thompson
Missouri Department of Insurance,
Financial Institutions and Professional Registration
PO Box 4001
Jefferson City, MO 65102