



DEPARTMENT OF COMMERCE & INSURANCE

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

**IN RE: SIMPLE SAVE PROTECTION LLC
P. O. BOX 754
BRIDGETON, MO 63044**

TRACKING ID 367156 E

VOLUNTARY FORFEITURE AGREEMENT

It is hereby agreed by Simple Save Protection, LLC (“SSP”) and the Consumer Affairs Division of the Department of Commerce and Insurance, as follows:

WHEREAS, Chlora Lindley-Myers, is the duly appointed Director of the Department of Commerce and Insurance, State of Missouri (hereinafter, “Director” of the “Department”), whose duties, pursuant to Chapters 374, 375 and 385, RSMo, include the supervision and regulation of the business of Motor Vehicle Extended Service Contracts (“MVESC”);

WHEREAS, the Consumer Affairs Division (“Division”) of the Department is charged with investigating producers and companies engaged in the business of MVESC 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;

WHEREAS, SSP, a licensed motor vehicle extended service contract business entity producer, failed to renew its MVESC business entity producer license prior to its license expiring on February 20, 2019, in violation of Section 385.207.6, RSMo. SSP solicited MVESC business in Missouri without a valid business entity producer license between February 20, 2019, and April 15, 2020, in violation of Section 385.206.1, RSMo:

WHEREAS, SSP materially aided employees to violate Section 385.206.1, RSMo, when it provided the software platform which allowed licensed producers to solicit, sell, negotiate and collect premium between February 20, 2019, and April 15, 2020, for MVESC business in Missouri, in violation of Section 385.216.2 RSMo.

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

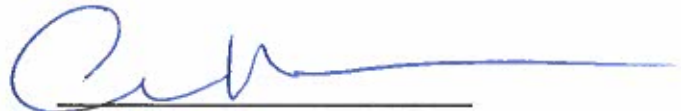
NOW, THEREFORE, in lieu of any recommendation or initiation by the Director or the Division of any other action available to the Director or the Division, based on the violations cited in this Agreement, and after being afforded the opportunity to consult legal counsel, SSP does hereby voluntarily and knowingly surrender and forfeit the sum of nine-hundred dollars (\$900.00) such sum to be paid into the State School Moneys Fund pursuant to Sections 374.046 and 374.280.

SSP 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 February 10, 2021.

The parties agree that, 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 SSP, nothing in this Agreement shall preclude the Director, the Department, or the Division from introducing SSP 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: 03/04/2021



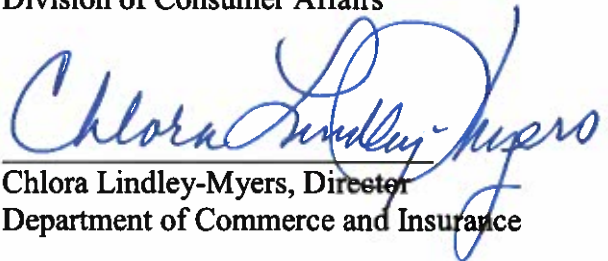
Simple Save Protection, LLC
By: Calvin Merklin, President
Chief Executive Officer
License No. 8342548

DATED: 3/9/21



Carrie Couch, Director
Division of Consumer Affairs

DATED: MARCH 9, 2021



Chlora Lindley-Myers, Director
Department of Commerce and Insurance

Return original to:
Sheri D. Sloan
Department of Commerce and Insurance
PO Box 4001
Jefferson City, MO 65102