

DEPARTMENT OF COMMERCE & INSURANCE

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

**IN RE: CARCHEX, LLC
118 SHAWAN RD STE 210
BALTIMORE, MD 21030**

TRACKING ID: 363530E

VOLUNTARY FORFEITURE AGREEMENT

It is hereby agreed by CarChex, LLC ("CarChex") 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 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;

WHEREAS, CarChex, a licensed motor vehicle extended service contract business entity producer, conducted MVESC business in Missouri without a valid business entity producer license in violation of Section 385.206.1, RSMo:

Additionally, CarChex materially aided others to violate Section 385.206.1, between March 21, 2020, and June 11, 2020, by continuing to solicit, sell, negotiate and collect premium without a valid business entity producer license, in violation of Section 385.216.2 RSMo.

AND WHEREAS, this Voluntary Forfeiture Agreement is an administrative action. CarChex further acknowledges and understands that this administrative action may need to be disclosed on future applications and renewal applications and it is CarChex'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, CarChex does hereby voluntarily and knowingly surrender and forfeit the sum of six-hundred dollars (\$600.00) such sum to be paid into the State School Moneys Fund pursuant to Sections 374.046 and 374.280.

CarChex 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 November 14, 2020.

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 CarChex, nothing in this Agreement shall preclude the Director, the Department, or the Division from introducing 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.

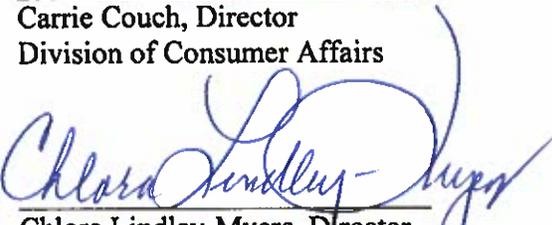
DATED: 11/11/20


CarChex, LLC
By: Jason Goldsmith
Chief Executive Officer
License No. 8315002

DATED: 11/17/20


Carrie Couch, Director
Division of Consumer Affairs

DATED: 11-18-2020


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