



OFFICE OF INSURANCE REGULATION

FILED

JUN 21 2016

OFFICE OF
INSURANCE REGULATION

Docketed by: SPB

DAVID ALTMAIER
COMMISSIONER

IN THE MATTER OF:

MOBILE DEVICE PROTECTION ASSOCIATION

Case No.: 161318-14-CO

CONSENT ORDER

THIS CAUSE came on for consideration upon the request by MOBILE DEVICE PROTECTION ASSOCIATION (hereinafter referred to as "MDPA") to the OFFICE OF INSURANCE REGULATION (hereinafter referred to as the "OFFICE") to voluntarily surrender its License to act as a Service Warranty Association in the state of Florida. Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over MDPA and the subject matter herein.
2. MDPA, a Florida limited liability company, was issued a License to operate as a Service Warranty Association on May 18, 2012, pursuant to a Consent Order it entered into with the OFFICE on the same date.
3. On March 29, 2014, MDPA notified the OFFICE of its intent to surrender its License and requested that its statutory deposit be released after all unearned premiums were refunded to contract holders.
4. The OFFICE conducted an examination of MDPA's books and records, pursuant to Section 634.416, Florida Statutes. The examination revealed that twenty-one thousand four hundred forty-seven U.S. Dollars and thirty-eight cents (\$21,447.38) of unpaid refunds were due

to Florida consumers. Additionally, MDPA had outstanding checks totaling seven thousand four hundred twenty-two U.S. Dollars and thirty-one cents (\$7,422.31) that had not escheated to the state of Florida.

5. Upon execution of this Consent Order, MDPA's License as a Service Warranty Association in the state of Florida shall be surrendered and stand terminated without further action by the OFFICE.

6. MDPA shall return its original License to the OFFICE within thirty (30) days of the execution of this Consent Order.

7. MDPA shall make a good faith effort to refund all unearned premiums and pay all unpaid claims for Florida contract holders.

a. If MDPA is not able to locate any individual who is required to be paid in accordance with this Order, MDPA shall report and remit the amount due to the individual to the Florida Department of Financial Services, Bureau of Unclaimed Property (hereinafter referred to as "Bureau of Unclaimed Property"), in U.S. dollars using the appropriate reporting forms and electronic reporting format in accordance with Rules 69I-20.034 and 69I-20.041, Florida Administrative Code. A copy of this Consent Order shall accompany the unclaimed property report and remittance.

b. If MDPA issues a check to an individual who is required to be paid in accordance with this Consent Order and the individual does not negotiate or cash the check within ninety (90) days after the issuance of the check, MDPA shall report and remit the value of the uncashed check in U.S. dollars to the Bureau of Unclaimed Property, using the appropriate forms and electronic reporting format in accordance with Rules 69I-20.034 and 69I-20.041,

Florida Administrative Code, within one hundred fifty (150) days after the issuance of the check.

A copy of this Consent Order shall accompany the unclaimed property report and remittance.

8. MDPA shall pay an examination fee of ten thousand U.S. dollars (\$10,000) and administrative costs of five thousand U.S. dollars (\$5,000).

9. To ensure the timely payment of refunds and claims, MDPA's statutory deposit with the Florida Department of Financial Services, Bureau of Collateral Management (hereinafter referred to as "Bureau of Collateral Management") shall be released under the following terms:

a. Within fifteen (15) days of the execution of this Consent Order, MDPA shall file a request with the Bureau of Collateral Management to release twenty-three thousand four hundred fifty-seven U.S. dollars and thirty-eight cents (\$23,457.38) of MDPA's statutory deposit. The funds shall be used solely for the performance of MDPA's obligations under paragraph seven (7) above.

b. Within thirty (30) days of the execution of this Consent Order, MDPA shall report the outstanding checks, totaling seven thousand four hundred twenty-two U.S. Dollars and thirty-one cents (\$7,422.31), to the Bureau of Unclaimed Property, using the appropriate reporting forms and electronic reporting format in accordance with Rules 69I-20.034 and 69I-20.041, Florida Administrative Code. A copy of this Consent Order shall accompany the unclaimed property report and remittance.

c. Within five (5) business days of submitting the report, described in paragraph 9.b., to the Bureau of Unclaimed Property, MDPA shall file a request with the Bureau of Collateral Management to disburse seven thousand four hundred twenty-two U.S. Dollars and thirty-one cents (\$7,422.31) directly to the Bureau of Unclaimed Property.

d. Within fifteen (15) days of the execution of this Consent Order, MDPA shall file a request with the Bureau of Collateral Management to disburse fifteen thousand U.S. dollars (\$15,000) directly to the OFFICE in satisfaction of its examination fee and administrative costs.

10. MDPA agrees that the failure to make the full payments required in paragraphs seven (7) and eight (8) above may result in further administrative action. Additionally, the terms in paragraphs seven (7) through nine (9) above must be completed prior to the release of the remaining fifty-four thousand one hundred twenty U.S. dollars and thirty-one cents (\$54,120.31) of its statutory deposit.

11. Further, MDPA specifically agrees that the OFFICE shall retain continuing jurisdiction over MDPA or its successors to enforce the provisions of the Florida Insurance Code applicable to the satisfaction of past, current, and future claims, liabilities, or other obligations of MDPA that have arisen or may arise in the state of Florida.

12. MDPA agrees that if at any time it seeks to act as a Service Warranty Association in the state of Florida, it shall reapply for such license in accordance with Section 634.403, Florida Statutes.

13. The deadlines set forth in this Consent Order may be extended by prior written approval of the OFFICE. Approval of any deadline extension is subject to statutory or administrative regulation limitations.

14. MDPA expressly waives a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and other proceedings to which the parties may be entitled by law or by the rules of the OFFICE. MDPA hereby knowingly and voluntarily waives

all rights to challenge or to contest the provisions of this Consent Order, in any forum now available, including the right to any administrative proceeding, state or federal court action, or any appeal.

15. Except as noted above, each party to this action shall bear its own costs and fees.

16. This Consent Order shall be deemed to be executed when the Office has signed a copy of this Consent Order bearing the signatures of MDPA or its authorized representative, notwithstanding the fact that the copy may have been transmitted to the OFFICE electronically. Further, MDPA agrees that its signature, as affixed to the Consent Order, shall be under the seal of a Notary Public.

WHEREFORE, the agreement between MDPA and the OFFICE, the terms and conditions of which are set forth above, is APPROVED.

FURTHER, all terms and conditions above are hereby ORDERED.

DONE AND ORDERED this 21 day of June 2016.



David Altmaier
David Altmaier, Commissioner
Office of Insurance Regulation

By execution hereof, MOBILE DEVICE PROTECTION ASSOCIATION consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind MOBILE DEVICE PROTECTION ASSOCIATION to the terms and conditions of this Consent Order and has personal knowledge of the Application and the information provided therein.

MOBILE DEVICE PROTECTION ASSOCIATION

By: [Signature]

[Corporate Seal]

Print Name: Scott A. Windham

Title: President

Date: 6/13/16

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of June, 2016

by Scott A. Windham as President
(Name of Person) (Type of Authority – e.g. officer, trustee, attorney-in-fact)

for Mobile Device Protection Association
(Company Name)



Domenica Coladonato
State of Florida

MY COMMISSION # EE 865649

Expires: January 16, 2017

[Signature]
(Signature of the Notary)

Domenica Coladonato
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known _____ OR Produced Identification X

Type of Identification Produced FL DL exp 09-22-2021

My Commission Expires January 16, 2017

COPIES FURNISHED TO:

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OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

INVOICE

ADMINISTRATIVE PENALTY IMPOSED BY CONSENT ORDER

In order to ensure that your payment is received and properly credited, please make your check payable to the Florida Department of Financial Services and **return this invoice with your payment** to:

**Department of Financial Services
Revenue Processing Section
P.O. Box 6100
Tallahassee, Florida 32314-6100**

REFERENCE

NAME: Mobile Device Protection
ADDRESS: 3081 E. Commercial Blvd, 2nd Floor
CITY, STATE, ZIP: Ft. Lauderdale, FL 33308
FEIN: 11949
NAIC COCODE: 26-2505149
CASE #: 161318-14
ATTORNEY: Monica T. Ross
SOURCE: P&C FINANCIAL OVERSIGHT

***Fee Due: \$ 10,000
Costs Due: \$ 5,000
Total Amount Due: \$ 15,000***

Amount Remitted:

OFFICIAL USE ONLY – PLEASE DO NOT MARK BELOW THIS LINE]

<u>B/T</u>	<u>T/C</u>	<u>F/T</u>	<u>AMOUNT</u>
C	1105	J	\$
C	1249	J+	\$