

**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE OF  
DAVID R. AHLES                    ,  
(NPN 966280)**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME David R. Ahles (“Agent”) and the North Carolina Department of Insurance (“Department”) and voluntarily and knowingly enter into the following Voluntary Settlement Agreement (“Agreement”):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing insurance agents; and

WHEREAS, Agent holds a resident insurance producer license with lines of authority for Variable Life and Variable Annuity, Life and Accident and Health or Sickness (“License”) issued by the Department; and

WHEREAS, Massachusetts Mutual Life Insurance Company terminated its appointment of Agent on or about September 21, 2015 after determining that, on or about July 31, 2014, Agent signed two insurance applications without express authorization by the applicants; and

WHEREAS, Agent’s conduct on or about July 31, 2014 demonstrated incompetence or untrustworthiness and thus violated N.C. Gen. Stat. § 58-33-46(a)(8); and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner to place on probation, suspend, revoke or refuse to renew Agent’s License for violating the insurance law of this state;

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the North Carolina Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person’s license issued by the Department, or as to any civil penalty or restitution;

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

WHEREAS, the Parties have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, the Department and Agent hereby agree to the following:

1. Immediately upon signing this Agreement, Agent shall pay a civil penalty of **Five Hundred Dollars and No Cents (\$500.00)** to the Department. The form of payment shall be by certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Agent shall remit the civil penalty by certified mail, return receipt requested (attention: Megan Daniels, ASD), to the Department along with the original of this Agreement bearing Agent's signature. The civil penalty and the signed Agreement must be received by the Department no later than May 18, 2016. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.
2. Agent shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Agent.
3. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Agent understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that Agent's license may be revoked for violating an Order of the Commissioner.
4. Agent enters into this Agreement freely and voluntarily and with knowledge of Agent's right to have an administrative hearing regarding this matter. Agent understands that Agent may consult with an attorney prior to entering into this Agreement.
5. This Agreement constitutes a complete settlement of all administrative penalties against Agent for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Agent or in any other complaints involving Agent. In the event that Agent fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Agent, the Department may take any administrative or legal action it is authorized to take.
6. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, any and all licenses issued by the Department to Agent shall reflect that Regulatory Action has been taken against Agent. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

7. Agent understands and agrees that, if a state or federal regulator other than the Department has issued a permit or license to Agent, that regulator may require Agent to report this administrative action to it. Agent understands and agrees that the Department cannot give Agent legal advice as to the specific reporting requirements of other state or federal regulators.
8. This Agreement shall become effective when signed by Agent and the Department.

[Redacted Signature]

David R. Ahles

Date: April 19th, 2016

NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted Signature]

By:

Angela K. Ford  
Senior Deputy Commissioner

Date: May 2, 2016

