

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 MICHAEL A. ASH  
LICENSE NO. 0001918558

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME, Michael A. Ash (hereinafter "Mr. Ash) and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this 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, Mr. Ash currently holds a non-resident producer's license with the Department with authority for Property and Casualty lines of insurance; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State within 30 days after the final disposition of the matter; and

WHEREAS, Mr. Ash was fined by the Kentucky Department of Insurance by Order dated March 31, 2011 for failure to file an annual "Local Government Premium Tax Annual Reconciliation" for regarding surplus lines premium taxes for the year 2009; and

WHEREAS, Mr. Ash did not report this action to the ~~Kansas~~ <sup>Missouri</sup> Department of Insurance in his renewal application for a non-resident producer license for the year 2012, which resulted in Mr. Ash entering into a Voluntary Forfeiture agreement with the ~~Kansas~~ <sup>Missouri</sup> Department of Insurance on June 11, 2012; and

WHEREAS, Mr. Ash did not report these actions to the Department within 30 days after the final disposition of the matters as required by North Carolina General Statute § 58-33-32(k), and therefore was in violation thereof; and

**WHEREAS**, Mr. Ash admits to these violations; and

**WHEREAS**, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's regulator; and

**WHEREAS**, Mr. Ash has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself and his agency, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Ash; and

**WHEREAS**, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Mr. Ash and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Ash shall pay a civil penalty of **\$250.00** 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." Mr. Ash shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than April 22, 2013. 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. This Agreement does not in any way affect the Department's disciplinary power in any future examination of Mr. Ash or in any other complaints involving Mr. Ash.
3. Mr. Ash enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Ash understands he may consult with an attorney prior to entering into this Agreement.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Ash understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's license may be revoked for violating an Order of the Commissioner.

5. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to Mr. Ash shall reflect that Regulatory Action has been taken against him. 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. The Department routinely provides copies of voluntary settlement agreement to all companies that have appointed the licensee.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

North Carolina Department of

[Redacted Signature]

By: Michael A. Ash  
License No. 0001918558 3/29/13

[Redacted Signature]

By: Angela Ford  
Senior Deputy Commissioner

4-9-13

*Not witnessed at my hand on  
March 29, 2013.  
State at Large: Kentucky  
Jefferson Co.  
My commission expires  
on 10-28-15.*

[Redacted Signature] *Notary*

