

#109257

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

RECEIVED IN AGENT SERVICES  
AS - N.C.D.O.I.

JUL 14 2016

BEFORE THE COMMISSIONER  
OF INSURANCE

CHECK NO. [REDACTED]  
CHECK AMT. 250.00

PROCESSOR

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**  
**VOLUNTARY SETTLEMENT  
AGREEMENT**

**IN THE MATTER OF THE LICENSURE  
OF CAPITAL GUARDIAN, LLC  
NPN No. 8843237**

NOW COME Capital Guardian, LLC (hereinafter "Agency") 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 agencies; and

WHEREAS, Agency is a North Carolina insurance agency based in Charlotte, NC, holding a corporation license issued by the Department, National Producer Number 8843237; and

WHEREAS, on or about May 18, 2015, Agency was subject to an administrative action involving a FINRA violation (case number 2013035775302); and

WHEREAS, in violation of N.C.G.S. § 58-33-32(k) Agency failed to timely report the FINRA administrative action to the Department within thirty (30) days; and

WHEREAS, Agency has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Agency; and

WHEREAS, pursuant to N.C.G.S. § 58-2-70(g), the 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 or certificate or as to any civil penalty or restitution; and

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

WHEREAS, the parties to this Agreement 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 Agency hereby agree to the following:

1. Agency agrees to pay a civil penalty of **two hundred and fifty dollars (\$250.00)** to the Department. The civil penalty must be in the form of a check, cashier's check or money order, and must be received by the Department contemporaneously with the executed Voluntary Settlement Agreement, signed by Agency, no later than **July 18, 2016**.
2. Agency enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. Agency understands that it may consult with an attorney prior to entering into this Agreement.
3. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Agency or in any other complaints involving Agency.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Agency understands that N.C.G.S. 58-33-46(a)(2) provides that its licenses may be revoked for violating an Order of the Commissioner.
5. Agency has read and understands this Agreement and agrees to abide by the terms and conditions stated herein.
6. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensees following the execution of this Agreement. 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 agreements to the NAIC and all companies that have appointed the licensee.

7. This Voluntary Settlement Agreement shall become effective when signed and attested to by Agency and the Department.

This the <sup>14th</sup> ~~11~~ day of JULY, 2016.

CAPITAL GUARDIAN, LLC

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: \_\_\_\_\_

James C. Ball  
President

By: \_\_\_\_\_

Angela Ford  
Senior Deputy Commissioner

7-14-16

