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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER 77516
OF INSURANCE

IN THE MATTER OF THE LICENSURE OF
CROUSE AND ASSOCIATES INSURANCE
SERVICES OF NORTHERN CALIFORNIA, INC.
LICENSE NO. 1000122445
ASD FILE NO.23881

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Crouse and Associates Insurance Services of Northern California, Inc. (hereinafter "Crouse and Associates") and the North Carolina Department of Insurance (hereinafter "the Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "the 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, brokers, limited representatives, and adjusters; and

WHEREAS, Crouse and Associates currently holds a nonresident producer license issued by the Department; and

WHEREAS, Crouse and Associates entered into a Settlement Stipulation for Consent Order with the State of Florida, Department of Financial Services (hereinafter "the Florida Department") on June 15, 2011 wherein the Florida Department alleged that Crouse and Associates had engaged in the business of insurance after October 1, 2006 in the State of Florida without possessing an insurance agency license as required by law; and

WHEREAS, on July 12, 2011, a Consent Order was entered by the agency head of the Florida Department ordering Crouse and Associates to pay an administrative penalty of two thousand five hundred dollars (\$2,500.00) within thirty (30) days of entry of the Consent Order; and

WHEREAS, Crouse and Associates entered into a Voluntary Forfeiture with the State of Missouri, Consumer Affairs Division of the Department of Insurance, Financial Institutions and Professional Registration (hereinafter "the Missouri Department") wherein the Missouri

Department alleged that Crouse and Associates had failed to correctly answer on its Missouri application for licensure that is was the subject of an administrative action from the State of Florida and Crouse and Associates voluntarily and knowingly surrendered and forfeited the sum of two hundred fifty dollars (\$250.00) to the Missouri Department in lieu of denial of licensure or other penalties;

WHEREAS, N.C. Gen. Stat. § 58-33-32(k) requires a producer to report to the Department any administrative action taken against the producer in another state within thirty days after final disposition of the matter; and

WHEREAS, Crouse and Associates failed to inform the Department of said Consent Order entered against it by the Florida Department and the Voluntary Forfeiture entered against it by the Missouri Department;

WHEREAS, Crouse and Associates's failure to inform the Department is in violation of N.C. Gen. Stat. § 58-33-32(k).

WHEREAS, this violation provides the Department with an adequate basis to initiate an administrative proceeding to suspend or revoke Crouse and Associate's license and to assess a monetary penalty against Crouse and Associates; and

WHEREAS, Crouse and Associates 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 Crouse and Associates; and

WHEREAS, pursuant to N.C. Gen. Stat. § 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 issued by the Department, or as to any civil penalty or restitution; and

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

NOW THEREFORE, in consideration of the promises and agreements set out herein, and other good and valuable consideration, the Department and Crouse and Associates hereby agree to and waive any objections to the following:

1. Crouse and Associates shall pay a civil penalty of **two hundred and fifty dollars (\$250.00), due immediately upon execution of this Agreement.** This signed Agreement and check for the penalty should be received by the Department (Attention: EricLautzenheiser, ASD) no later than June 21, 2013. The check for the

payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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 the public schools.

2. Crouse and Associates enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter.
3. Crouse and Associates voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violations and disciplinary actions referenced in this Agreement. Crouse and Associates also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
4. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
5. The Department agrees that it will not initiate any additional administrative actions based on the violations referenced herein, provided that Crouse and Associates does not violate the terms and conditions of this Agreement and that the Department does not discover any additional violations or grounds for discipline. The Agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Crouse and Associates.
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 licensee 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 all companies that have appointed the licensee.
7. This written document contains the entire Agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this Agreement.
8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
9. If, for any reason, any part or provision of this Agreement is found to be void, or unenforceable, the other parts and provisions shall remain in full force and effect.
10. This Agreement shall have the full force and effect of an Order of the Commissioner.
11. This Agreement shall become effective when signed by Crouse and Associates and the Department.

CROUSE AND ASSOCIATES

By: [REDACTED]

Date: 6-4-13

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [REDACTED]

Angela K. Ford
Senior Deputy Commissioner

Date: 6-11-13

