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**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 DWAYNE GOCHER
LICENSE NO. 0016526222**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Dwayne Gocher (hereinafter "Mr. Gocher") 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 of insurance agents, brokers, limited representatives, adjusters, including public adjusters, and motor vehicle damage appraisers; and

WHEREAS, Mr. Gocher has been actively licensed as a non-resident Public Adjuster by this Department since October 15, 2018; and

WHEREAS, North Carolina General Statute § 58-33A-10(a) provides that a person shall not act or hold himself or herself out as a public adjuster in this State unless that person is licensed as a public adjuster in accordance with North Carolina law; and

WHEREAS, North Carolina General Statute § 58-33A-10(c) provides that a business entity acting as a public adjuster is required to obtain a public adjuster license; and

WHEREAS, Mr. Gocher, while individually licensed as a Public Adjuster, entered into a public adjuster contract with a North Carolina resident on November 19, 2018, on behalf of DG Adjuster Corporation, a company owned by Mr. Gocher, which public adjuster business entity was not licensed to do business in North Carolina by the Department at the time of entering into such contract; and

WHEREAS, North Carolina General Statute § 58-33A-45(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any a public adjuster's license, or may levy a civil penalty in accordance with G.S.58-2-70 for violating any insurance laws 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. Gocher has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Department has agreed not to pursue

additional penalties, sanctions, remedies, or restitution based on this matter against Mr. Gocher; and

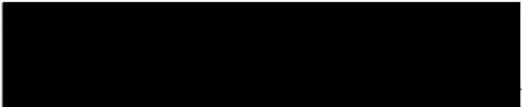
WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing and have reached a mutually agreeable resolution of this matter as set out in this Agreement.


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

1. Immediately upon the signing of this Agreement, Mr. Gocher 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. Gocher 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 **July 22, 2019**. 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. Gocher or in any other complaints involving Mr. Gocher.
3. Mr. Gocher 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. Gocher 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. Gocher understands that N.C.G.S. § 58-33A-45(a)(2) provides that a public adjuster's license may be revoked for violating an Order of the Commissioner.
6. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, all licenses issued by the Department to Mr. Gocher 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.
7. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

8. Be aware that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

N. C. Department of Insurance


By: Dwayne Gocher
License No. 0016526222


By: Angela Hatchell
Deputy Commissioner

Date:

6/26/19

Date:

7/1/19