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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 RICHARD A. MAHLER

VOLUNTARY SETTLEMENT  
 AGREEMENT

NPN No. 2011647

NOW COME Richard A. Mahler (hereinafter "Mahler") and the North Carolina Department of Insurance (hereinafter the 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 business entities; and

WHEREAS, Mahler is resident of New York and holds a non-resident producer license issued by the Department; and

WHEREAS, Mahler was subject to an administrative action by the New York Department of Insurance in October 2012 related to his aiding and facilitating and unlicensed insurer, for which he received a fine of approximately \$63,000.00; and

WHEREAS, Mahler was subject to administrative actions by the New Jersey Department of Banking and Insurance in March and April 2013 related to submitting applications with inaccurate information that was deemed to demonstrate a lack of fitness or untrustworthiness, for which he received fines totaling approximately \$4,000.00; and

WHEREAS, Mahler failed to report the New York and New Jersey administrative actions to the Department within thirty (30) days of the disposition of that matter as is required by N.C.G.S. § 58-33-32(k); and

WHEREAS, Mahler's violations of N.C.G.S. § 58-33-32(k) as stated above constitutes violations of the insurance laws pursuant to N.C.G.S. § 58-33-46(a)(2) for which his license could be revoked; and

WHEREAS, Mahler 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 Mahler; 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 Mahler hereby agree to the following:

1. Immediately upon its signing of this document, Mahler shall pay a civil penalty of **Five Hundred Dollars (\$500.00)** to the Department. The form of payment shall be in a certified check, cashiers 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". Mahler shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mahler. **The civil penalty and the signed Agreement must be received by the Department no later than March 21, 2014.** 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. Mahler enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mahler understands that he 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 Mahler or in any other complaints involving Mahler.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mahler understands that N.C.G.S. 58-33-46(a)(2) provides that his license may be revoked for violating an Order of the Commissioner.
5. The parties have read and understand this Agreement and agree 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 by Mahler and the Department.

This the 16<sup>th</sup> day of April 2014.

  
Richard A. Mahler

NORTH CAROLINA DEPARTMENT OF INSURANCE

  
By   
Ang   
Senior Deputy Commissioner 4-16-14

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