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NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA )  
COUNTY OF WAKE )  
  
IN THE MATTER OF THE LICENSURE )  
OF ASHWELL G. PETERS )  
(NPN # 7654271) )  
)  
)

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

*104088*

NOW COME Ashwell G. Peters (hereinafter "Peters") 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 insurance laws of this State, and for regulating and licensing insurance agents; and

WHEREAS, Peters holds active non-resident agent/producer licenses in the areas of Property and Casualty; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-33-46(a)(2), the Commissioner of the North Carolina Department of Insurance (hereinafter "the Commissioner") may place on probation, suspend, revoke or refuse to renew any license issued under Article 33 of Chapter 58 of the North Carolina General Statutes for violating any insurance law of this or any other state; and

WHEREAS, Peters violated N.C. Gen. Stat. § 58-33-32(k) which provides as follows:

(k) A producer shall 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. As used in this subsection, "administrative action" includes enforcement action taken against the producer by the FINRA. This report shall include a copy of the order or consent order and other information or documents filed in the proceeding necessary to describe the action.

WHEREAS, the Louisiana Department of Insurance imposed a fine on Peters on October 17, 2013, and Peters failed to report this administrative action to the Commissioner.

WHEREAS, Colorado denied a license to Peters on October 25, 2013, and Peters did not report this action to the Commissioner within 30 days of the action.

WHEREAS, Peters has admitted to the foregoing violations; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Peters 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 Peters; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner 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.

NOW, THEREFORE, in consideration of the promises and agreements set out herein, the Department and Peters hereby agree to the following:

1. Immediately upon his signing of this document, Peters shall pay a civil penalty of two hundred fifty dollars (\$250.00) to the Department. The form of payment shall be in a 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." Peters shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Peters. The civil penalty and the signed Agreement must be received by the Department **no later than October 10, 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 the public schools.
2. Peters shall obey all laws and regulations applicable to all licenses issued to him or his company.
3. Peters enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Peters understands that he may consult with an attorney prior to entering into this Agreement.
4. This agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Peters, or in any cases or complaints involving Peters.



5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Peters understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that any license issued under Article 33 of Chapter 58 of the North Carolina General Statutes may be revoked for violating an Order of the Commissioner.

7. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.


8. This Voluntary Settlement 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 to 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.

9. This Agreement shall become effective when signed by Peters and the Department.

This the 8<sup>th</sup> (NCT) day of October, 2014.

By:   
Ashwell G. Peters  
(NPN # 7654271)

North Carolina Department of Insurance

By:  10-817  
Angela Ford  
Senior Deputy Commissioner

