

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

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A.S. - N.C.D.O.I. #99420
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STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF)
THE LICENSURE OF)
LASHAWN PURIFIE)
NATIONAL PRODUCER # 16604445)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COMES LaShawna Purifie (hereinafter, "Purifie") and the North Carolina Department of Insurance Agent Services Division (hereinafter, "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "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; and

WHEREAS, Purifie currently holds active licenses as a non-resident producer by the Department in the areas Life and Accident/Health/Sickness since 2012; and

WHEREAS, Purifie also holds active licenses in her domicile state of Arizona as well as thirty-five additional states including, Louisiana, New York, Florida, Indiana, Missouri, and Arkansas; and

WHEREAS, on or about February 2001, Purifie was convicted of one misdemeanor count of child abuse in Maricopa County Superior Court in Arizona; and

WHEREAS, Purifie was sentenced to 3 years' probation, which included active incarceration in Maricopa County jail for two months, service fees for probation and reimbursement to the county in the amount of \$100, as well as the completion of an anger management class; and

WHEREAS, Purifie completed the terms of her probation on or about February 11, 2003; and

WHEREAS, N.C. Gen. Stat. §58-2-69 (c) provides that "if a licensee is convicted in any court of competent jurisdiction for any crime or offense other than a motor vehicle infraction, the licensee shall notify the Commissioner in writing of the conviction within 10 days after the date of the conviction"; and

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WHEREAS, N.C. Gen. Stat. §58-33-32(k) provides that “[a] producer shall report to the Commissioner any administrative action taken against the producer in another state . . . within 30 days after the final disposition of the matter. . . 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;” and

WHEREAS, Purifie did not advise the Department of her criminal conviction until or about July 21, 2013; and

WHEREAS, Purifie also failed to advise the Department that other states where she licensed as a producer were taking administrative action against her license due to her failure to disclose or report her criminal conviction. These states include Louisiana, New York, Florida, Indiana, Missouri, and Arkansas; and

WHEREAS, said states have taken administrative action against Purifie by issuing fines, with Arkansas issuing a one year probation from July 30, 2012 to July 30, 2013; and

WHEREAS, Purifie notified the Department of the misdemeanor child abuse conviction on July 21, 2012, more than 10 days after the final disposition of said action; and

WHEREAS, Purifie notified the Department of the administrative actions taken by other states on or about July 21, 2012, more than 30 days after the final disposition of said action; and

WHEREAS, Purifie’s failure to timely file her report with the Department regarding the criminal convictions issued against her is in violation of N.C. Gen. Stat. §58-2-69(c); and

WHEREAS, Purifie’s failure to timely file her report regarding administrative action against her producer licenses with the Department is a violation of N.C. Gen. Stat. §58-33-32(k); and

WHEREAS, Purifie admits to the violations herein; and

WHEREAS, Purifie violation of N.C. Gen. Stat. §§ 58-33-32(k) and 58-2-69 (c) provide sufficient grounds for the probation, suspension, revocation or the refusal to renew her insurance licenses pursuant to N.C. Gen. Stat. §58-33-46(a)(2); and

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

NOW THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Purifie hereby agree to and waive any objections to the following:

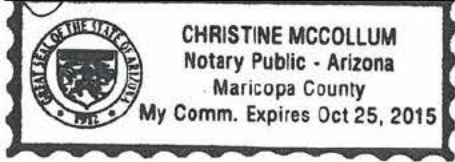
1. **Purifie shall pay a civil penalty in the amount of two hundred fifty dollars (\$250.00), due immediately upon execution of this agreement.** The check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of the public schools. **The check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before October 15, 2013.**
2. Purifie shall obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Purifie enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Purifie voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Purifie also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
5. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Purifie.
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.
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. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the 7th day of October, 2013.

[REDACTED]
LaShawn Purifie (NPN 16604445)

[REDACTED] 10-11-13
Angela Ford
Senior Deputy Commissioner
North Carolina Department of Insurance

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CHRISTINE MCCOLLUM
Notary Public - Arizona
Maricopa County
My Comm. Expires Oct 25, 2015

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PUBLIC SERVICES GROUP