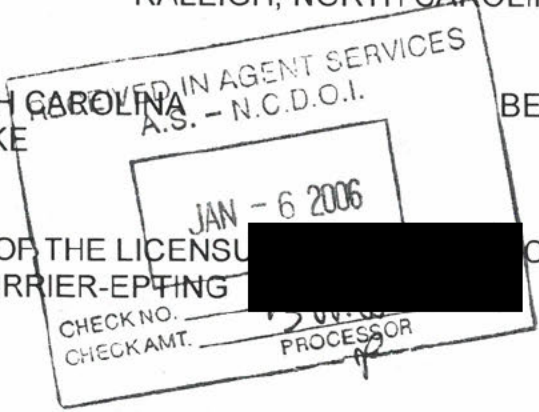


NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA  
COUNTY OF WAKE



BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF THE LICENSURE  
OF WINSOME PURRIER-EPTING

VOLUNTARY SETTLEMENT  
AGREEMENT



NOW COME Winsome Purrier-Epting (hereinafter "Ms. Purrier-Epting"), 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 insurance laws of this State, and for regulating and licensing insurance agents; and

WHEREAS, Ms. Purrier-Epting holds active licenses in the areas of Life & Health and Property & Liability issued by the Department, and

WHEREAS, Ms. Purrier-Epting held an appointments by Allstate Insurance Company, Allstate Indemnity Company, and Allstate Life Insurance Company (hereinafter, "Allstate") prior to September 8, 2004, when Allstate terminated these appointments; and

WHEREAS, the Department received a complaint from Allstate Insurance Company in 2004 ("Allstate Complaint"), and the Department subsequently investigated this complaint; and

WHEREAS, the Allstate Complaint alleged that Ms. Purrier-Epting made willful false representations and provided fraudulent documentation on auto insurance applications submitted to Allstate in regards to the applicants' prior insurance coverage information; and

WHEREAS, in violation of **N.C.G.S. § 58-33-46(a)(8)**, Ms. Purrier-Epting used dishonest practices in the conduct of business by making willful false representations and providing fraudulent documentation on auto insurance applications submitted to Allstate in regards to the applicants' prior insurance coverage information; and

WHEREAS, Ms. Purrier-Epting 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 Ms. Purrier-Epting; 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 Ms. Purrier-Epting hereby agree to the following:

1. Contemporaneously with her execution of this document, Ms. Purrier-Epting 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." The Department must receive the signed Agreement and payment of the civil penalty no later than **November 15, 2005**.
2. 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.
3. Ms. Purrier-Epting enters into this Agreement freely and voluntarily and with knowledge of her rights to have an administrative hearing on this matter. Ms. Purrier-Epting understands that she 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 examinations of Ms. Purrier-Epting or in any other complaints involving Ms. Purrier-Epting.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Purrier-Epting understands that N. C. Gen. Stat. § 58-33-46(a)(2) provides that her licenses may be revoked for violating an Order of the Commissioner.
6. This Settlement Agreement shall become effective when signed and attested to by Ms. Purrier-Epting and the Department.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

NORTH CAROLINA DEPARTMENT OF  
INSURANCE

[Redacted Signature]

Winsome Purrier-Epting  
Licensee

[Redacted Signature]

By:

Angela Ford  
Senior Deputy Commissioner

1-9-06