

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.
MAY 17 2013
CHECK NO. [REDACTED]
BEFORE THE COMMISSIONER OF INSURANCE
PROCESSOR [REDACTED] 250.00
97195

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER OF INSURANCE

IN THE MATTER OF THE LICENSURE OF
MONIQUE R. SHADRON, LICENSE NO. 7231268
ENFORCEMENT FILE NO. 23573

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Monique R. Shadron (hereinafter "Shadron") and the North Carolina Department of Insurance (hereinafter "the Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "the 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, brokers, limited representatives, and adjusters; and

WHEREAS, Shadron currently holds a nonresident self-employed insurance adjuster/producer license issued by the Department; and

WHEREAS, N.C. Gen. Stat. § 58-33-32(k) requires a producer to report to the Department any administrative action taken against the producer in another state within thirty days after final disposition of the matter; and

WHEREAS, Shadron failed to inform the Department of administrative actions taken against her licenses in Washington and Delaware;

WHEREAS, Shadron's failure to inform the Department of the administrative actions is in violation of N.C. Gen. Stat. § 58-33-32(k).

WHEREAS, this violation provides the Department with an adequate basis to initiate an administrative proceeding to suspend or revoke Shadron's license pursuant to N.C. Gen. Stat. § 58-33-46(a)(2) and to assess a monetary penalty against Shadron; and

WHEREAS, Shadron 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 Shadron; and

WHEREAS, pursuant to N.C. Gen. Stat. § 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 issued by the Department, or as to any civil penalty or restitution; and

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this violation.

NOW THEREFORE, in consideration of the promises and agreements set out herein, and other good and valuable consideration, the Department and Shadron hereby agree to and waive any objections to the following:

1. Shadron shall pay a civil penalty of **two hundred and 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 signed Agreement and check for the penalty should be received by the Department (Attention: Eric Lautzenheiser, ASD) no later than May 17, 2013. 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.
2. Shadron enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter.
3. Shadron voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violations and disciplinary actions referenced in this Agreement. Shadron also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
4. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
5. The Department agrees that it will not initiate any additional administrative actions based on the violations referenced herein, provided that Shadron does not violate the terms and conditions of this Agreement and that the Department does not discover any additional violations or grounds for discipline. The Agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Shadron.
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. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
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. This Agreement shall have the full force and effect of an Order of the Commissioner.
11. This Agreement shall become effective when signed by Shadron and the Department.

[Redacted Signature]

Monique R. Shadron

[Redacted Signature]



DAN LONG
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE148935
Expires 12/14/2015

Date: 5-13-13

NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted Signature]

By:

Angela K. Ford
Senior Deputy Commissioner

Date: May 20, 2013

