

**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 AMERICAN PORTFOLIOS
FINANCIAL SERVICES, INC.
CORPORATE LICENSE: 1000001966**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, AMERICAN PORTFOLIOS FINANCIAL SERVICES, INC. (hereinafter “APFSINC”) 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 the insurance laws of this State, and for regulating and licensing insurance agents and business entities; and

WHEREAS, APFSINC currently holds a non-resident Corporation (Business Entity) License with the Department; and

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

WHEREAS, North Carolina General Statute § 58-33-32(k) requires designated producers on behalf of the licensed business entity to 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; and

WHEREAS, APFSINC entered into a Consent Order effective January 17, 2017 with the Ohio Department of Insurance for failing to report regulatory actions taken against its license and misstatements on its license application with respect thereto and agreed to pay a civil penalty in the amount of \$400 and administrative costs of \$100; and such administrative action taken against its license not being reported to the Department in a timely fashion as required by North Carolina General Statute § 58-33-32(k); and

WHEREAS, APFSINC admits to this violation of North Carolina General Statutes § 58-33-32(k); and

WHEREAS, APFSINC has agreed to settle, compromise, and resolve the matter referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against APFSINC; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, APFSINC and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, APFSINC shall pay a civil penalty of **\$250.00** to the Department. The form of payment shall be by 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." APFSINC shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **September 29, 2017**. 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. This Agreement does not in any way affect the Department's disciplinary power in any future examination of APFSINC, or in any other complaints involving APFSINC.
3. APFSINC enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. APFSINC understands it may consult with an attorney prior to entering into this Agreement.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. APFSINC understands that N.C.G.S. § 58-33-46(a)(2) provides that a business entity's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to APFSINC shall reflect that Regulatory Action has been taken against it. The Department is free to disclose the contents of this Agreement with

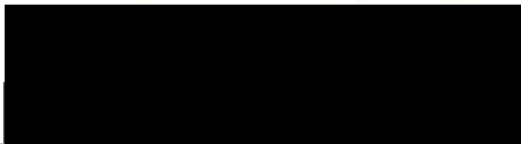
third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
7. Be aware that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

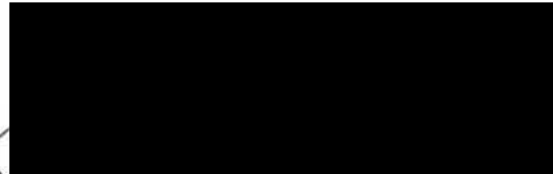
This the 2ND day of October, 2017.

**AMERICAN PORTFOLIOS
FINANCIAL SERVICES, INC.
License No. 1000001966**

North Carolina Dept. of Insurance



**By: Frank A. Tauches, Jr.
Executive Vice-President &
Chief Legal Counsel**



**By: Hastie P. Harris
Senior Deputy Commissioner
PFP Group**

