

**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

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DEC - 9 2021

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF LILIAN AMPARO SHOTTLER
LICENSE NO. 8651537**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Lilian Amparo Shottler (hereinafter "Ms. Shottler") and the Agent Services Division of the North Carolina Department of Insurance (hereinafter "Agent Services Division"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the North Carolina Department of Insurance has the authority and responsibility for enforcement of the insurance laws of this State, and Agent Services Division regulates and licenses insurance agents; and

WHEREAS, Ms. Shottler currently holds a non-resident producer's license with authority for Property and Casualty lines of insurance issued by the North Carolina Department of Insurance; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, the Louisiana Department of Insurance issued a Notice of Fine imposing a \$250 fine effective June 9, 2021 for Ms. Shottler's failure to disclose an action taken against her license on September 3, 2015 by the Oregon Division of Insurance on Ms. Shottler's license renewal applications, in violation of the Louisiana Insurance Code; and

WHEREAS, Ms. Shottler did not report this administrative action taken against her insurance producer's license within 30 days after the final disposition of that matter as required by North Carolina General Statute § 58-33-32(k), and therefore was in violation thereof; and

WHEREAS, Ms. Shottler admits to this violation of North Carolina General Statute § 58-33-32(k); and

WHEREAS, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's regulator; and

WHEREAS, Ms. Shottler has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of herself, and the Agent Services Division has agreed not to pursue additional civil ramifications; including penalties, sanctions, remedies, or restitution based on these matters against Ms. Shottler; and

WHEREAS, this Agreement is civil in nature and does not preclude criminal prosecution that may result from ongoing investigations, if any, by the North Carolina Department of Insurance's Criminal Investigation Division for violation of criminal laws; 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, Ms. Shottler and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Shottler shall pay a civil penalty of two hundred and fifty dollars (**\$250.00**) to the Agent Services Division. 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." Ms. Shottler shall remit the civil penalty by certified mail, return receipt requested, to NCDOI Agent Services Division (Attention: Jeff Miller, ASD), together with the original copy of this Agreement bearing Ms. Shottler's signature. **The civil penalty and the signed Agreement must be received by the Department no later than Wednesday, December 8, 2021.** 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 North Carolina Department of Insurance's or the Agent Service Division's disciplinary power in any future examination of Ms. Shottler, or in any other cases or complaints involving Ms. Shottler.
3. Ms. Shottler enters into this Agreement, on behalf of herself, freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Shottler understands she 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. Ms. Shottler understands that N.C.G.S. § 58-33-46(a)(2)

provides that a producer'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 North Carolina Department of Insurance or the Agent Services Division. Following the execution of this Agreement, all licenses issued by the North Carolina Department of Insurance to Ms. Shottler shall reflect that Regulatory Action has been taken against her. The North Carolina Department of Insurance 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 North Carolina Department of Insurance routinely provides copies of voluntary settlement agreement 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 North Carolina 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 North Carolina Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

[Redacted Signature]

Lilian Amparo Shottler
N.C. Producer License No. 8651537

Date: 11.24.21

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted Signature]

Angela Hatchell
Deputy Commissioner

Date: 12/9/2021