## STATE OF OHIO DEPARTMENT OF INSURANCE

50 WEST TOWN STREET 3RD FLOOR, SUITE 300 COLUMBUS, OHIO 43215

In the Matter of:

PREET ATTAR:JUDITH L. FRENCHNPN: 19488210:Superintendent/Director

TO BE LICENSED AS A RESIDENT :

INSURANCE AGENT :

:

## **CONSENT AGREEMENT/FINAL ORDER**

Preet Attar ("Attar") holds a resident insurance agent license in the State of Ohio. Pursuant to Title 39 of the Ohio Revised Code ("R.C.") and the associated rules and regulations, the Superintendent of the Ohio Department of Insurance ("Department") is authorized to determine Attar's suitability to be licensed as a resident insurance agent in the State of Ohio. The Department conducted an investigation after receiving a complaint regarding Attar's activities.

Now, in lieu of further civil administrative proceedings and in order to fully resolve this matter, the Superintendent and Attar agree to the following:

- 1. Attar admits that she violated R.C. 3905.14(B)(1) by completing an appointment application with Kansas City Life Insurance on April 1, 2023, that contained a misstatement as she failed to correctly answer a question that asked about any prior terminations. R.C. 3905.14(B)(1) provides that the Superintendent may suspend, revoke, or refuse to issue a license of an agent for providing incorrect, misleading, incomplete, or materially untrue information in a license or appointment application.
- 2. R.C. 3905(B)(1) and (E) allow the Department to suspend, revoke, or refuse to renew any license of an insurance agent, assess a civil penalty, or impose any other sanction or sanctions authorized by R.C. Chapter 3905, for forging or causing the forgery of an application for insurance or any document related to or used in an insurance transaction.
- 3. Attar has been advised that, under R.C. Chapter 119 she has a right to a hearing before the Superintendent may impose any sanctions or penalties. Attar has further been advised that, at a hearing, she would be entitled to appear in person; to be represented by an attorney or other representative who is permitted to practice before the agency; to present her position, arguments, or contentions in writing; and to present evidence and examine witnesses appearing for and against herself. Attar waives all such rights.

- 4. Attar consents to the Superintendent's and Department's jurisdiction to determine the issues set forth in this Consent Agreement/Final Order. Attar expressly waives any prerequisites to jurisdiction that may exist.
- 5. Attar agrees to pay a civil penalty in the amount of \$400.00. Payment is due within 90 days after the date of mailing of the invoice from the Department's Fiscal Division.
- 6. Attar agrees to pay administrative costs in the amount of \$100.00. Payment is due within 90 days after the date of mailing of the invoice from the Department's Fiscal Division.
- 7. Upon execution of this agreement by all parties, the Department will issue an invoice to Attar.
- 8. Attar stipulates that she will be in violation of R.C. 3905.14(B)(2) if she fails to comply with the terms stated in this Consent Agreement/Final Order, including payment of the civil penalty and administrative costs described in paragraphs 5 and 6, respectively. Attar further understands and agrees that her resident insurance agent license will be subject to further administrative action if she fails to comply with the terms stated in this Consent Agreement/Final Order.
- 9. Attar waives any and all causes of action, claims or rights, known and unknown, which she may have against the Department, and any employees, agents, consultants, contractors, or officials of the Department, in their individual and official capacities, as a result of any acts or omissions on the part of such persons or firms.
- 10. Attar accepts and understands that the execution of this Consent Agreement/Final Order may subject her to collateral consequences in other jurisdictions where she holds professional licensure, including possible penalties and revocation. Attar waives any known or unknown cause of action related to this.
- 11. Attar has read and understands this Consent Agreement/Final Order. Attar further understands that she has the right to counsel of his choice and to have counsel review this Consent Agreement/Final Order if she so chooses. Attar expressly waives her right to counsel if she executes the Consent Agreement/Final Order without counsel.
- 12. Attar agrees to pay all costs associated with the collection of any civil penalty or administrative costs and of the prosecution of any violation regarding this Consent Agreement/Final Order.
- 13. Attar waives receiving the fully executed Consent Agreement/Final Order by certified mail. Attar agrees to be served a copy of this fully executed Consent Agreement/Final Order and Department's Fiscal Invoice electronically via the email of his counsel, Spencer Krebs, at Spencer.Krebs@tuckerellis.com or by regular U.S. mail.

- 14. Attar waives any appeal rights she may have pursuant to R.C. 119.12.
- 15. This Consent Agreement/Final Order will be entered in the Journal of the Ohio Department of Insurance. All parties understand and acknowledge that this Consent Agreement/Final Order is a public document pursuant to R.C. 149.43.
- 16. This Consent Agreement/Final Order is final as of the date of full execution of all parties listed below.

DATED: 1	0/13/2023	BY:	40/	

PREET ATTAR (NPN: 19488210)

Spencer Krebs, Esq.
TUCKER ELLIS, LLP
Counsel for PREET ATTAR

DATED: E-SIGNED by Judith French on 2023-10-16 08:12:48 UTC
BY: E-SIGNED by Judith French on 2023-10-16 08:12:48 EST

JUDITH L. FRENCH Superintendent The Ohio Department of Insurance