

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE

CAUSE NO.: 22627-AG23-0803-116

IN THE MATTER OF: )  
 )  
Charles Perks )  
2849 Chancery Ln )  
Clearwater, FL 33759 )  
 )  
Respondent. )  
 )  
Type of Agency Action: Enforcement )  
 )  
License #: 597041 )

FILED

NOV 02 2023

STATE OF INDIANA  
DEPT. OF INSURANCE

**FINAL ORDER**


The Enforcement Division of the Indiana Department of Insurance (“Department”), by counsel, Samantha Aldridge, and Charles Perks (“Respondent”), a nonresident insurance producer, signed an Agreed Entry which purports to resolve all issues involved in the above-captioned cause number, and which has been submitted to the Commissioner of the Indiana Department of Insurance (“Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which imposes a civil penalty in the amount of five hundred dollars (\$500) due to Respondent’s failure to disclose a 2008 license denial by the Wisconsin Office of the Commissioner of Insurance and a 1996 license suspension by the Florida Office of Insurance Regulations, finds it has been entered into fairly and without fraud, duress, or undue influence, and is fair and equitable between the parties. The Commissioner hereby incorporates the Agreed Entry as if fully set forth herein and approves and adopts in full the Agreed Entry as a resolution of this matter.

**IT IS THEREFORE ORDERED** by the Commissioner as follows:

1. Respondent shall pay a fine in the amount of five hundred dollars (\$500) within sixty (60) days from the date of this Final Order. Failure to pay the fine will result in the Department seeking immediate revocation of Respondent's license.

11/27/23  
Date Signed

  
Amy L. Beard, Commissioner  
Indiana Department of Insurance

Distribution:

Samantha Aldridge  
ATTN: Sara Tolliver, Investigator  
INDIANA DEPARTMENT OF INSURANCE  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204-2787

Charles Perks  
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**AGREED ENTRY**

This Agreed Entry is executed by and between the Indiana Department of Insurance (“Department”), by counsel Samantha Aldridge, and Charles Perks (“Respondent”), to resolve all issues in the above cause number. This Agreed Entry is subject to the review and approval of the Department’s Commissioner, Amy L. Beard.

WHEREAS, Respondent is a licensed nonresident insurance producer, holding license number 597041 since February 16, 2023;

WHEREAS, Respondent’s nonresident producer license expires February 28, 2025;

WHEREAS, Respondent failed to disclose on Respondent’s initial application a 2008 license denial issued by the Wisconsin Office of the Commissioner of Insurance;

WHEREAS, Respondent failed to disclose on Respondent’s initial application a 1996 license suspension by the Florida Office of Insurance Regulation;

WHEREAS, Respondent’s conduct, as alleged herein, constitutes a violation of Indiana Code §27-1-15.6-12(b)(1) which states, in part, that the Commissioner may levy a civil penalty

for providing incorrect, misleading, incomplete, or materially untrue information in a license application;

WHEREAS, Respondent's conduct, as alleged herein, constitutes a violation of Indiana Code §27-1-15.6-12(b)(9) which states, in part, that the Commissioner may levy a civil penalty for having an insurance producer license, or its equivalent, denied, suspended, or revoked in any other state, province, district, or territory; and

WHEREAS, the Department and Respondent (collectively, the "Parties") desire to resolve this matter without the necessity of a hearing.

IT IS, THEREFORE, NOW AGREED by and between the Parties as follows:

1. The Commissioner has jurisdiction over the subject matter and the Parties to this Agreed Entry.
2. In order to avoid formal litigation in this matter, Respondent has determined that it is in Respondents best interest to enter into this Agreed Entry. As such, Respondent acknowledges that Respondent executes this Agreed Entry with full realization of its contents and effects.
3. This Agreed Entry is executed knowingly, voluntarily, and freely by the Parties. The Parties agree that the terms of this Agreed Entry constitute final resolution of this matter.
4. Respondent knowingly, voluntarily, and freely waives the right to a public hearing on this matter, including the right to appear in person before the Commissioner, present evidence, cross-examine witnesses, and present arguments.

5. Respondent knowingly, voluntarily, and freely waives the right to judicial review of this matter or otherwise appeal or challenge the validity of this Agreed Entry.
6. Respondent knowingly, voluntarily, and freely waives, releases, and forever discharges all claims or challenges, known or unknown, against the Department, its Commissioner, employees, agents, and representatives, in their individual and official capacities, that arise out of or are related to the Agreed Entry or Final Order, including but not limited to any act or omission as part of the underlying audit, investigation, negotiation, or approval process.
7. Respondent shall pay a civil penalty in the amount of five hundred dollars (\$500) to the Department within sixty (60) days after the Commissioner signs the Final Order adopting this Agreed Entry. Failure to timely pay the civil penalty may result in the Department seeking immediate revocation of Respondent's license.
8. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
9. Respondent has had the opportunity to have this Agreed Entry reviewed by legal counsel of Respondent's choosing, at Respondent's own expense, and is aware of the benefits gained and obligations incurred by the execution of this Agreed Entry. Respondent understands and agrees that the Department cannot give Respondent legal advice.
10. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
11. This Agreed Entry constitutes the entire agreement between the Parties, and no other promises or agreements, express or implied, have been made by the

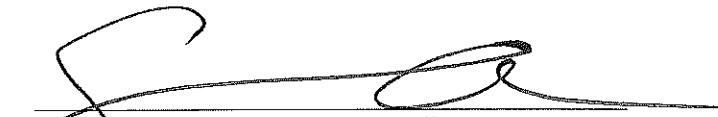
Department or by any employee, director, agent, or other representative thereof to induce Respondent to enter this Agreed Entry.

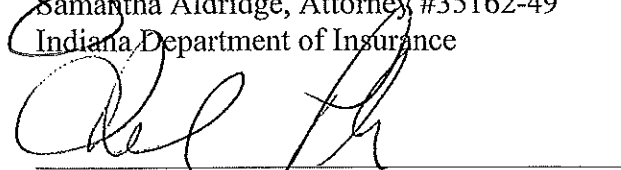
12. The Department agrees to accept Respondent's compliance with the terms of this Agreed Entry as full satisfaction of this matter and warrants and represents that so long as Respondent complies with the terms of this Agreed Entry, the Department will not bring any further action against Respondent based on the facts that gave rise to this Agreed Entry.
13. In the event the Department finds there has been a breach of any of the provisions of this Agreed Entry, the Department may reopen this matter and pursue alternative action pursuant to Indiana Code § 27-1-15.6-12.
14. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
15. Respondent acknowledges that this Agreed Entry may be admitted into evidence in any judicial or administrative proceeding against Respondent to enforce the terms and conditions contained herein.
16. Respondent understands that this Agreed Entry resolves only the matter pending with the Department and does not affect any criminal prosecution or civil litigation that may be pending or hereinafter commence against Respondent.
17. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.

18. It is expressly understood that this Agreed Entry is subject to the Commissioner's acceptance and has no force or effect until such acceptance is evidenced by the entry of a Final Order by the Commissioner.
19. Should this Agreed Entry not be accepted by the Commissioner, it is agreed that presentation to, and consideration of this Agreed Entry by the Commissioner, shall not unfairly or illegally prejudice the Commissioner or Respondent from further participation in or resolution of these proceedings.
20. If this Agreed Entry is accepted by the Commissioner, it will become part of Respondent's permanent record and may be considered in future actions brought by the Department or any other regulator against Respondent. It is further understood that, if accepted by the Commissioner, this Agreed Entry and resulting Final Order are public records pursuant to Indiana Code § 4-21.5-3-32 that may not be sealed or otherwise withheld from the public and may be reported to the National Association of Insurance Commissioners and published on the Department's website as required.
21. Respondent acknowledges that this is an Administrative Action Respondent may be required to report to other jurisdictions in which Respondent is licensed and on future licensing applications.

10/24/2023  
Date Signed

10/18/2023  
Date Signed

  
Samantha Aldridge, Attorney #35162-49  
Indiana Department of Insurance

  
Charles Perks, Respondent

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF Pinellas )

Before me a Notary Public for Pinellas County, State of Florida,  
personally appeared Charles Perks, and being first duly sworn by me upon Charles Perks oath,  
says that the facts alleged in the foregoing instrument are true.

Signed and sealed this 18<sup>th</sup> day of October, 2023.



ALYSSA L. DAVIS  
Notary Public  
State of Florida  
Comm# HH413271  
Expires 9/23/2027

Alyssa L. Davis  
Signature  
Alyssa L. Davis  
Printed

My Commission expires: 9/23/27

County of Residence: Pinellas