

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

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RECEIVED IN AGENT SERVICES A.S. - N.C.D.O.I.	
JAN 26 2018	
[REDACTED]	
BEFORE THE	PROCESSOR
OF INSURANCE	

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE [REDACTED]
OF INSURANCE PROCESSOR

IN THE MATTER OF)
THE LICENSURE OF)
HENRY V. BARNETTE, III)
NATIONAL PRODUCER # 16516539)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COMES Henry V. Barnette, III (hereinafter, "Barnette") and the North Carolina Department of Insurance (hereinafter, "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing insurance companies and agents; and

WHEREAS, Barnette currently holds active licenses as a resident producer in Accident & Health or Sickness and Life issued by the Agent Services Division of the Department in January 2012; and

WHEREAS, on or about August 23, 2013, Barnette entered into a Consent Order of Disbarment with the North Carolina State Bar, wherein Barnette admitted to falsely reporting billable time for legal services he did not perform which resulted in approximately \$10,000 in billable hours, some of which was collected from clients. The order resulted in the disciplinary action taken by the North Carolina State Bar, a state agency; and

WHEREAS, Barnette failed to report this administrative action taken by the North Carolina State Bar; and

WHEREAS, N.C. Gen. Stat. §58-33-32(k) provides that "A producer shall 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, Barnette admits to violating N.C. Gn. Stat. §58-33-32(k) by not reporting the disciplinary action taken by the North Carolina State Bar; and

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning these violations; and

NOW THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Barnette hereby agree to and waive any objections to the following:

1. **Barnette shall pay a civil penalty in the amount of two hundred and fifty dollars (\$250.00), due immediately upon execution of this agreement.** The payment of this civil penalty shall be by certified bank check made payable to the "North Carolina Department of Insurance." 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. **The check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before January 24, 2018.**
2. Barnette shall obey all North Carolina laws and regulations applicable to being a licensed resident producer.
3. Barnette enters into this Agreement freely and voluntarily with the knowledge of its right to have an administrative hearing on this matter.
4. Barnette voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Barnette also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
5. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Barnette.
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.
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. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the 23rd day of January, 2017.

Henry V. Barnette, III:

**For the North Carolina Department
of Insurance:**



Henry V. Barnette, III



Teresa Knowles, Deputy Commissioner

1/31/2018