

103-112

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 MATTHEW BOUDREAU
LICENSE NO. 0006818264

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, Matthew Boudreau (hereinafter "Mr. Boudreau") 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

WHEREAS, Mr. Boudreau currently holds a non-resident producer's license with authority for Property and Casualty lines of insurance issued by the Department; 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, Mr. Boudreau was involved in an administrative proceeding before the Maryland Department of Insurance resulting in a fine and order of restitution effective March 8, 2013 and entered on October 10, 2013; and

WHEREAS, Mr. Boudreau did not report this action to the Department within 30 days after the final disposition of the matter as required by North Carolina General Statute § 58-33-32(k), and therefore was in violation thereof; and

WHEREAS, Mr. Boudreau 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, Mr. Boudreau has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself and his agency, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Boudreau; 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, Mr. Boudreau and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Boudreau 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." Mr. Boudreau 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 **June 11, 2014**. 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 Mr. Boudreau or in any other complaints involving Mr. Boudreau.
3. Mr. Boudreau enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Boudreau understands he 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. Mr. Boudreau 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 Department. Following the execution of this Agreement, any and all licenses

issued by the Department to Mr. Boudreau shall reflect that Regulatory Action has been taken against him. 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 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.

This the 12th day of June, 2014.

North Carolina Department of

[Redacted Signature]

By: Matthew Boudreau
License No. 0006818264

[Redacted Signature]

By: Angela Ford
Senior Deputy Commissioner

6-12-14

