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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 )  
 JOHN P. BURNS )  
 NATIONAL PRODUCER # 2112582 )

VOLUNTARY SETTLEMENT  
 AGREEMENT

**NOW COMES** John P. Burns (hereinafter, "Burns") and the North Carolina Department of Insurance Agent Services Division (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 producers; and

**WHEREAS**, Burns holds an active license as a non-resident Property and Casualty producer issued by the Department in 2012; and

**WHEREAS**, Burns is a resident of New York and currently holds an active resident producer license in that State. Burns also currently holds producer licenses in several states including Wisconsin and South Dakota; and

**WHEREAS**, on or about February 21, 2013, Wisconsin's insurance regulatory agency, the Wisconsin Office of the Commissioner of Insurance (hereinafter, "WOCI"), denied the surplus lines licensure application inadvertently submitted by Burns. Burns failed to timely advise the Department of the application denial, an administrative action, taken by WOCI; 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 . . . within 30 days after the final disposition of the matter. . . this report shall include a copy of the order or consent order and other information or documents filed in the proceeding necessary to describe the action;" and

**WHEREAS**, Burns reported the administrative action taken by Wisconsin on April 22, 2014, after being contacted by the Department; and

**WHEREAS**, additional regulatory actions were taken against Burns' producer licenses issued by the insurance licensing and regulatory agencies in New York and South Dakota as a result of the regulatory action taken by Wisconsin; and

**WHEREAS**, Burns filed timely reports with the Department regarding the administrative actions taken by New York and South Dakota within 30 days of the final disposition as required by N.C. Gen. Stat. §58-33-32(k); and

**WHEREAS**, Burns' failure to timely report the administrative action by Wisconsin to the Department is a violation of N.C. Gen. Stat. §58-33-32(k); and

**WHEREAS**, Burns has subsequently reported said administrative actions and has taken corrective action to ensure future compliance; and

**WHEREAS**, Burns admits to the violations herein; and

**WHEREAS**, Burns' violation of N.C. Gen. Stat. § 58-33-32(k) provides sufficient grounds for the probation, suspension, revocation or the refusal to renew his insurance licenses pursuant to N.C. Gen. Stat. §58-33-46(a) (2); and

**WHEREAS**, the Parties mutually wish to resolve this matter by mutual agreement 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 Burns hereby agree to and waive any objections to the following:

1. **Burns shall pay a civil penalty in the amount of two hundred and fifty dollars (\$250.00), due immediately upon execution of this agreement by certified bank check.** The certified check for the payment of this civil penalty shall be 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 certified 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 August 21, 2014.**
2. Burns shall obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Burns enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Burns voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Burns also waives any right to appeal and agrees not to challenge the validity of this Agreement in anyway.
5. This agreement does not in any way affect the Department's disciplinary power regarding any other cases or complaints involving Burns.

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 <sup>14th</sup> ~~4th~~ day of August, 2014.

  
John P. Burns (NPN 2112582)

  
Angela Ford  
Senior Deputy Commissioner  
North Carolina Department of Insurance

8-14-14

