

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

10/6/16

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF)
THE LICENSURE OF)
JOHN W. BYRD)
NATIONAL PRODUCER # 5632534)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME John W. Byrd (hereinafter, "Byrd") and the North Carolina Department of Insurance Agent Services Division (hereinafter, "Department"), and thereby 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 agents; and

WHEREAS, Byrd currently holds active licenses as a resident producer by the Department in the areas Life, Accident/Health/Sickness, and Medicare Supplement; and

WHEREAS, on or about April 4, 2013, Byrd was convicted of two charges in Davie County North Carolina; Byrd was convicted of one count of Assault on a Female and one count of Violating a Protective Order; and

WHEREAS, in a written statement provided to the Division, Byrd advised that he was sentenced to 12 months of probation for the above-referenced criminal charges; and

WHEREAS, N.C. Gen. Stat. §58-2-69(c) provides that "if a licensee is convicted in any court of competent jurisdiction for any crime or offense other than a motor vehicle infraction, the licensee shall notify the Commissioner in writing of the conviction within 10 days after the date of the conviction"; and

WHEREAS, Byrd failed to advise the Department of his criminal convictions until contacted by the Agent Services Division regarding his conviction of said charges; and

WHEREAS, Byrd's failure to timely notify the Department regarding the criminal convictions issued against him is in violation of N.C. Gen. Stat. §58-2-69(c); and

WHEREAS, Byrd admits to the violations herein; and

WHEREAS, Byrd's violation of N.C. Gen. Stat. 58-2-69(c) 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 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 Byrd hereby agree to and waive any objections to the following:

1. **Byrd shall pay a civil penalty in the amount of two hundred fifty dollars (\$250.00), due immediately upon execution of this agreement.** The 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 December 16, 2013.**
2. Byrd shall obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Byrd enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Byrd voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Byrd 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 Byrd.
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 therein.

This the ^{27th}~~17~~ day of January, 201~~4~~


John W. Byrd (NPN 5632534)


Angela Ford
Senior Deputy Commissioner
North Carolina Department of Insurance

1-27-14

