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**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**

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STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

**IN THE MATTER OF THE LICENSURE  
DAVID A. NOYES & COMPANY  
LICENSE NO. 1000005767**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME, David A. Noyes & Company (hereinafter "Noyes & Co.") 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, NOYES & CO. currently holds a non-resident Corporation (Business Entity) License with 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, the Wisconsin Department of Insurance denied NOYES & CO.'s license application effective December 1, 2016 because of five state (FL, MA, OH, ME, MO) insurance department administrative actions taken against NOYES & CO. since 2011, which under Wisconsin law allowed the Commissioner to do so based on administrative action taken by any state against an applicant for licensure; and

WHEREAS, the Missouri Department of Insurance fined NOYES & CO in the amount of \$500.00 effective March 7, 2013 for its failure to make a required disclosure on its application for licensure and failure to notify the Missouri Department of other state's action taken against its license; and

WHEREAS, NOYES & CO. did not report these actions to the Department within 30 days after the final disposition of the matters as required by North Carolina General Statute § 58-33-32(k), and therefore was in violation thereof; and

WHEREAS, North Carolina General Statute § 58-33-46a)(1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of

Chapter 58 of the General Statutes of North Carolina for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

**WHEREAS**, NOYES & CO. answered "No" to the question on its renewal applications for license as a non-resident corporation for the years 2016 and 2017 to the question: "Has the business entity or owner, partner, officer or director of the business entity, or manager or member of a limited liability company, been named or involved as a party in an administrative proceeding, including a FINRA sanction or arbitration proceeding, regarding any professional or occupational license, or registration, which has not been previously reported to this insurance department?"; and

**WHEREAS**, NOYES & CO. admits to these violations of North Carolina General Statutes §§ 58-33-32(k) and 58-33-46a(1); 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**, NOYES & CO. has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of himself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against NOYES & CO.; 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, NOYES & CO. and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, NOYES & CO. shall pay a civil penalty of **\$1000.00** 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." NOYES & CO. 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 **December 29, 2017**. 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 NOYES & CO. or in any other complaints involving NOYES & CO.
3. NOYES & CO. enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. NOYES & CO. understands it may consult with an attorney prior to entering into this Agreement.

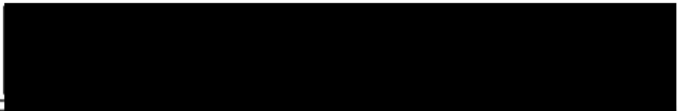
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. NOYES & CO. understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when 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 NOYES & CO. shall reflect that Regulatory Action has been taken against it. 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.
7. Be aware that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to your corporation, that regulator may require you to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

This the 7 day of DECEMBER, 2017.

**DAVID A. NOYES & COMPANY**  
License No. 1000005767

**N.C. Department of Insurance**

  
By: **Robert J. Bullard**  
Senior Compliance Officer

  
By: **Hasije P. Harris**  
Senior Deputy Commissioner  
Producers & Products Group