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NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

CHECK NO. [REDACTED]  
BEFORE THE COMMISSIONER  
OF INSURANCE PROCESSOR DEP

103972

JRE

IN THE MATTER OF THE LICENSURE OF  
JASON R. GUZAUSKAS  
(NPN 3116344)

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME Jason R. Guzauskas (hereinafter "Agent") 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 regulating and licensing professional Agents; and

WHEREAS, Agent currently holds property and casualty licenses issued by the Department; and

WHEREAS, Agent had an administrative action taken against him by the State of Virginia in May 2014; and

WHEREAS, Agent did not report the May 2014 administrative action from the State of Virginia to the Department within thirty (30) days; and

WHEREAS, Agent's failure to report the May 2014 administrative action to the North Carolina Department of Insurance within thirty (30) days is a violation of N.C. Gen. Stat. § 58-33-32(k); and

WHEREAS, Agent's violation of N.C. Gen. Stat. § 58-33-32(k) is a violation of the insurance laws and subject Agent's licenses to possible revocation or suspension pursuant to N.C. Gen. Stat. § 58-33-46(a)(2); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department have express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license issued by the Department, or as to any civil penalty or restitution; and

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

WHEREAS, the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Agreement;

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

1. Immediately upon signing this agreement, Agent shall pay a civil penalty of **Two Hundred and Fifty Dollars (\$250.00)** to the Department. The form of payment shall be 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." Agent shall remit the civil penalty by certified mail, return receipt requested, to the Department along with the original of this Agreement bearing the signature of Agent. The civil penalty and the signed Agreement must be received by the Department no later than **September 1, 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. Agent shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to Agent.
3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Agent understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that Agent's license may be revoked for violating an Order of the Commissioner.
4. Agent enters into the Agreement freely and voluntarily and with knowledge of Agent's right to have an administrative hearing regarding this matter. Agent understands that Agent may consult with an attorney prior to entering into this Agreement.
5. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Agent, or in any other complaints involving Agent. In the event that Agent fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Agent, the Department may take any administrative or legal action it is authorized to take.
6. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, and any and all licenses issued by the Department to Agent shall reflect that Regulatory Action has been taken against Agent.
7. This Agreement shall become effective when signed by Agent and the Department.

By: [Redacted]

Jason R. Guzauskas

Date: 5/25/14

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted]

Angela K. Ford  
Senior Deputy Commissioner

Date: 9-17-14

