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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

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BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF)
THE LICENSURE OF)
HARRINGTON HEALTH, INC.)
NATIONAL PRODUCER # 3679104)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COMES Harrington Health, Inc., (hereinafter, "Harrington Health") 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 enforcement of the insurance laws of this State and for regulating and licensing insurance companies, producers and business entities; and

WHEREAS, Harrington Health currently holds active license as a non-resident business entity. The domicile state of record is Ohio and lists its Designated Responsible Licensed Producer as Steven V. Huslander; and

WHEREAS, Harrington Health is also actively licensed as a producer in other states including New York and Nevada; 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, on or about June 28, 2012, the Nevada Division of Insurance (hereinafter, "NVDOI") took administrative action against the licensure of Harrington Health for failing to comply with reporting requirements. The parties entered into a stipulated agreement with a monetary penalty in resolution of the matter; and

WHEREAS, the Department was notified of the administrative action taken by NVDOI by Harrington Health, more than 30 days after the final disposition of said action; and

WHEREAS, Harrington Health's failure to timely file a report with the Department regarding the administrative action taken by NVDOI is a violation of N.C. Gen. Stat. §58-33-32(k); and

WHEREAS, on or about February 5, 2014, the New York Department of Financial Services(hereinafter, "NYDFS") took administrative action against the licensure of Harrington Health for failing to report the administrative action taken by NVDOI; and

WHEREAS, the Department was notified of the NYDOI administrative action by a regulatory alert; Harrington Health did not report the administrative action to the Department; and

WHEREAS, Harrington Health's failure to timely file a report with the Department regarding the administrative action taken by NYDFS is a violation of N.C. Gen. Stat. §58-33-32(k); and

WHEREAS, the failure to timely report administrative action taken by any State against a producer's insurance license as set out in N.C. Gen. Stat. § 58-33-32(k) provides grounds for the probation, suspension, revocation or the refusal to renew the license of Harrington Health pursuant to N.C. Gen. Stat. §58-33-46(a)(2); and

WHEREAS, Harrington Health has subsequently filed the necessary reports with the Department regarding the administrative action taken by NYDFS and NVDOI; 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 Harrington Health hereby agree to and waive any objections to the following:

1. **Harrington Health 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, money order or cashier's check.** The instrument 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 bank check money order or cashier's 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 10, 2014.**
2. Harrington Health shall obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Harrington Health into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Harrington Health voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Harrington

Health 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 Harrington Health.
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 29th day of July, 2014.

For Harrington Health, Inc.:

[Redacted Signature]

Signature

Karen Mulroe/Secretary

Print Name and Title

For the North Carolina Department of Insurance:

[Redacted Signature]

Angela Ford, Senior Deputy Commissioner

7-29-14

