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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 RENEE JOHNSON
NPN No. 3237629

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Renee Johnson (hereinafter "Ms. Johnson") and the North Carolina Department of Insurance (hereinafter ADepartment@), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter Athis 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, Ms. Johnson is an Ohio resident with an active non-resident licenses in the areas of Property and Casualty issued by the Department, and her National Producer Number is 3237629; and

WHEREAS, Ms. Johnson received Ohio misdemeanor convictions on or about June 6, 2001 for Resisting Arrest and on or about January 20, 1998 for Improperly Handling a Firearm-Motor Vehicle; and

WHEREAS, Ms. Johnson failed to report her 2001 and 1998 misdemeanor convictions on the license renewal application she submitted to the Department on September 24, 2015, in violation of N.C. Gen. Stat. § 58-33-46(a)(1); and

WHEREAS, Ms. Johnson received an administrative action against her insurance licenses on December 16, 2015 by the Louisiana Department of insurance, which she did not report to the Department within thirty (30) days of such conviction as is required by N.C. Gen. Stat. § 58-33-32(k); and

WHEREAS, Ms. Johnson's violations of N.C. Gen. Stat. §§ 58-33-32(k) and 58-33-46(a)(1) are violations of the insurance laws for which her license could be revoked pursuant to N.C. Gen. Stat. § 58-33-46(a)(2); and

WHEREAS, Ms. Johnson has agreed to settle, compromise, and resolve the matters referenced in

this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Ms. Johnson; and

WHEREAS, pursuant to N.C.G.S. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or certificate 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 Ms. Johnson hereby agree to the following:

1. Immediately upon her signing of this document, Ms. Johnson shall pay a **civil penalty of five hundred dollars (\$500.00)** to the Department. The form of payment shall be in a 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." Ms. Johnson shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Johnson. The civil penalty and the signed Agreement must be received by the Department no later than **November 28, 2016**. 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 the public schools.
2. Ms. Johnson enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Johnson understands that she may consult with an attorney prior to entering into this Agreement.
3. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Ms. Johnson or in any other complaints involving Ms. Johnson.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Johnson understands that N.C.G.S. 58-33-46(a)(2) provides that her licenses may be revoked for violating an Order of the Commissioner.

5. Ms. Johnson has read and understands this Agreement and agrees to abide by the terms and conditions stated herein.
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 licensees 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. The Department routinely provides copies of voluntary settlement agreements to the NAIC and all companies that have appointed the licensee.
7. This Voluntary Settlement Agreement shall become effective when signed and attested to by Ms. Johnson and the Department.

4th November

This the 26 day of NOV, 2016.

[Redacted Signature]

Renee Johnson

NORTH CAROLINA DEPARTMENT OF
INSURANCE

[Redacted Signature]

By:

Angela Ford
Senior Deputy Commissioner

