

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.

DEC 19 2014

CHECK NO. [REDACTED]
CHECK AMT. [REDACTED]

PROCESSOR [REDACTED]

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

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

104311
JR

**IN THE MATTER OF THE LICENSURE OF
RONALD EDWARD KIRKLAND
(NPN 260054)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Ronald Edward Kirkland ("Producer") and the North Carolina Department of Insurance ("Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement");

WHEREAS, the Department has the authority and responsibility for regulating and licensing insurance producers; and

WHEREAS, Producer currently holds a nonresident license as a producer issued by the Department with lines of authority for Life and Accident & Health or Sickness; and

WHEREAS, Producer applied to the Department for a nonresident producer license in January of 2014; and

WHEREAS, when asked in the January 2014 license application if Producer had ever been named as a party in an administrative proceeding regarding a professional or occupational license in another state or by FINRA, Producer responded "no."

WHEREAS, Producer had in fact had administrative action taken against him by an agency of the Commonwealth of Pennsylvania in December of 2012; and

WHEREAS, Producer's failure to disclose the above administrative action in Producer's license application constituted providing materially incorrect information in a license application in violation of N.C. Gen. Stat. §58-33-46(a)(1); and

WHEREAS, Producer's violation of N.C. Gen. Stat. §58-33-46(a)(1) subjects Producer's license to possible revocation; and

WHEREAS, pursuant to N.C. Gen. Stat. §58-33-32(k); a licensed producer must notify the North Carolina Department of Insurance within thirty (30) days of administrative action taken against the producer in another state or by FINRA and provide records with respect to such administrative action; and

WHEREAS, Producer had administrative action against him by an agency of the State of Florida in June of 2014; and

WHEREAS, Producer did not report the June 2014 administrative action from the State of Florida to the Department within thirty (30) days; and

WHEREAS, Producer's failure to report to and notify the Department of the above administrative action taken against him within thirty (30) days is a violation of N.C. Gen. Stat. §58-33-32(k); and

WHEREAS, Producer's violation of N.C. Gen. Stat. §58-33-32(k) is a violation of the insurance laws and subjects Producer's license to possible revocation 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;

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 Producer hereby agree to the following:

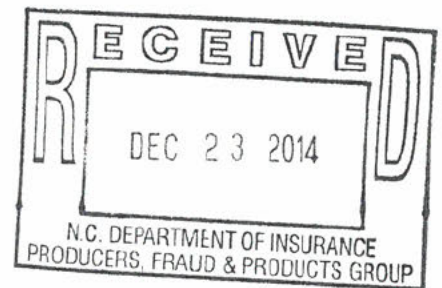
1. Immediately upon signing this agreement, Producer shall pay a civil penalty of **Five Hundred Dollars (\$500.00)** to the Department. The form of payment shall be certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Producer 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 Producer. The civil penalty and the signed Agreement must be received by the Department no later than **December 20, 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 the public schools.
2. Producer shall comply with all provisions of Chapter 58 of the North Carolina General Statutes that are applicable and all provisions of Title 11 of the North Carolina Administrative Code that are applicable to Producer.
3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Producer understands that N.C. Gen. Stat. §58-33-46(a)(2) provides that Producer's license may be revoked for violating an Order of the Commissioner.

4. Producer enters into this Agreement freely and voluntarily and with knowledge of Producer's right to have an administrative hearing regarding this matter. Producer understands that Producer 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 Producer, or in any other complaints involving Producer. In the event that Producer fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Producer, 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 Producer shall reflect that Regulatory Action has been taken against Producer.
7. Producer should take notice that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to Producer, that regulator may require Producer to report this administrative action to it. The N.C. Department of Insurance cannot give legal advice as to the specific reporting requirements of other state or federal regulators.
8. This Agreement shall become effective when signed by Producer and the Department.

[Redacted Signature]

Ronald Edward Kirkland

Date: 12/2/2014



NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted Signature]

Angela K. Ford
Senior Deputy Commissioner

Date: 12/23/14