

AUG 12 2014

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

CHECK NO. [REDACTED]
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BEFORE THE COMMISSIONER OF INSURANCE
PROCESSOR [REDACTED] 25
103903

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE MATTER OF THE LICENSURE OF
JOHN WALTER LAWSON, III
(NPN 12382742)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME John Walter Lawson, III (hereinafter "Producer") 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 producers and insurance agents; and

WHEREAS, Producer currently holds a license as a producer with a line of authority for personal lines coverages issued by the Department; 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 and provide records with respect to such administrative action; and

WHEREAS, Producer had administrative action against him by the State of New York in October 2013; and

WHEREAS, Producer did not report the October 2013, administrative action by the State of New York within thirty days (30); and

WHEREAS, Producer's failure to report to and notify the Department of the October 2013, administrative action and provide records 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, 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 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 **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." 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 August 31, 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. 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. This Agreement shall become effective when signed by Producer and the Department.

[Redacted Signature]

John Walker Lawson, III

Date: 8-1-14

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted Signature]

Angela K. Ford
Senior Deputy Commissioner

Date: 8/13/14

