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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

JR

IN THE MATTER OF)
THE LICENSURE OF)
SHEILA MILLINER)
NATIONAL PRODUCER # 16388051)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COMES Sheila Milliner (hereinafter, "Milliner") and the North Carolina Department of Insurance Agent Services Division (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 producers; and

WHEREAS, Milliner holds current active licenses as a non-resident producer as well as licensure in the area of Medicare Supplement and Long Term Care issued by the Department in 2011; and

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WHEREAS, Milliner is a resident of Kentucky and currently holds an active resident producer license in that State. Milliner also currently holds producer licenses in several states including California and New York; and

WHEREAS, on January 10, 2013, Milliner pled guilty to the charge of Disorderly Conduct in Harrison County Superior Court in the State of Indiana. Milliner was ordered to pay court costs and placed on probation; and

WHEREAS, Milliner reported the above criminal conviction to the Department on June 13, 2013; and

WHEREAS, N.C. Gen. Stat. § 58-2-69 (c) provides that "if a licensee is convicted in any court of competent jurisdiction for any crime or offense other than a motor vehicle infraction, the licensee shall notify the Commissioner in writing of the conviction within 10 days after the date of the conviction" ; and

WHEREAS, Milliner failed to timely report her criminal conviction within 10 days as required by N.C. Gen. Stat. §58-2-69 (c); and

WHEREAS, on or about October 13, 2013, the California Department of Insurance

(hereinafter, "CADOI"), took administrative action against Milliner's California producer license for failing to timely report the criminal conviction in the State of Indiana as required by California statute. CADOI revoked Milliner's unrestricted producer license and issued a restricted producer license. Milliner was also fined and charged costs; and

WHEREAS, on or about January 29, 2014, the New York State Department of Financial Services (hereinafter, "NYFIN"), the regulatory agency that issues insurance licenses, took administrative action against Milliner's New York producer license for failing to timely report the criminal conviction in the State of Indiana as required by statute. NYFIN and Milliner resolved the violation by agreement and the issuance of a fine; 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, Milliner reported the administrative actions taken by CADOI and NY FIN more than 30 days after the final disposition of the matter, in violation of N.C. Gen. Stat. §58-33-32(k); and

WHEREAS, Milliner's failure to timely report the administrative action by New York and California to the Department is a violation of N.C. Gen. Stat. §58-33-32(k); and

WHEREAS, Milliner admits to the violations herein; and

WHEREAS, Milliner's violation of N.C. Gen. Stat. § 58-33-32(k) and 58-2-69 provides sufficient grounds for the probation, suspension, revocation or the refusal to renew her insurance licenses pursuant to N.C. Gen. Stat. §58-33-46(a) (2); 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 Milliner hereby agree to and waive any objections to the following:

1. **Milliner shall pay a civil penalty in the amount of seven hundred and fifty dollars (\$750.00), due immediately upon execution of this agreement by certified bank check.** The certified check 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 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 24, 2014.**

2. Milliner shall obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Milliner enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Milliner voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Milliner 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 regarding any other cases or complaints involving Milliner.
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 ^{31st} ~~27~~ day of July 2014.

[REDACTED]
Sheila Milliner (NPN 16388051)

[REDACTED] 7-31-KF
TVA
Angela Ford
Senior Deputy Commissioner
North Carolina Department of Insurance

