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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 JOHN W. RASBERRY
LICENSE NO. 0002452591

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, John W. Rasberry (hereinafter "Mr. Rasberry") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this 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, Mr. Rasberry currently holds a producer's license with the Department with authority for Life, Accident & Health or Sickness, and Medicare Supplement-Long Term Care lines of insurance; and

WHEREAS, North Carolina Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for violating any insurance law of this or any other state; and

WHEREAS, North Carolina Gen. Stat. § 58-58-146 provides that any application for annuity if taken by an agent, broker, or other producer, shall include the certificate of the agent, broker, or other producer that the agent, broker or other producer has truly and accurately recorded on the application form the information provided by the annuitant or proposed owner; and

WHEREAS, North Carolina Gen. Stat. § 58-33-105 provides that if any agent shall knowingly or willfully make any false or fraudulent statement or representation in or with reference to any application for insurance, or shall make any such statement for the purpose of obtaining any fee, commission, money or benefit from any company engaged in the business of insurance in this State, he shall be guilty of a Class 1 misdemeanor; and

WHEREAS, North Carolina Gen. Stat. § 58-33-40(a) provides that no individual who holds a valid insurance agent's license issued by the Commissioner shall either directly or for an insurance agency, solicit, negotiate, or otherwise act as an agent for an insurer by which the individual has not been appointed; and

WHEREAS, North Carolina Gen. Stat. § 58-33-10(3) defines "broker" as a person who, being a licensed agent, procures insurance for a party other than himself through a duly authorized agent of an insurer that is licensed to do business in this State but for which the broker is not authorized to act as agent; and

WHEREAS, North Carolina Gen. Stat. § 58-33-26(a) provides that no person shall act as or hold himself or herself out to be an agent, broker, limited representative, adjuster, or motor vehicle damage appraiser unless duly licensed; and

WHEREAS, upon a complaint made to the Consumer Services Division of the Department regarding Mr. Rasberry, it was noted that Mr. Rasberry knowingly and unlawfully accepted an application for annuity coverage for Mr. Ronnie Zimmerman with North American Company for Life and Health ("North American") from Daniel Gore, a licensed agent, who was not appointed by North American, and who also did not hold a broker's license issued by the Department as would have been required for such a transaction; and

WHEREAS, Mr. Rasberry, who was appointed by North American, signed the application although he did not meet with or discuss the application or policy with Mr. Zimmerman, and signed the application certifying that he had truly and accurately recorded on the application form the information provided by the annuitant or proposed owner in violation of North Carolina Gen. Stats. §§ 58-58-146 and 58-33-105; and

WHEREAS, Mr. Rasberry has admitted to these violations; and

WHEREAS, Mr. Rasberry 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 Mr. Rasberry; and

WHEREAS, the parties to this Agreement mutually wish to resolve these matters by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of these matters as set out in this Agreement.


NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Mr. Rasberry and the Department hereby agree to the following:


1. Immediately upon the signing of this Agreement, Mr. Rasberry shall pay a **civil penalty of \$1000.00** to the Department. The form of payment shall be by 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." Mr. Rasberry shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **July 11, 2013**. 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. This Agreement does not in any way affect the Department's disciplinary power in any future examinations or investigations of Mr. Rasberry, or in any other complaints involving Mr. Rasberry.

3. Mr. Rasberry enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Rasberry understands he may consult with an attorney prior to entering into this Agreement.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Rasberry understands that North Carolina Gen. Stat. § 58-33-46(a)(2) provides that an agent's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to Mr. Rasberry shall reflect that Regulatory Action has been taken against him. 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 agreement to all companies that have appointed the licensee.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

This the 3 day of July, 2013.

North Carolina Department of Insurance


John W. Rasberry
License No. 0002452591

By 
Angela K. Ford
Senior Deputy Commissioner

7-9-13

