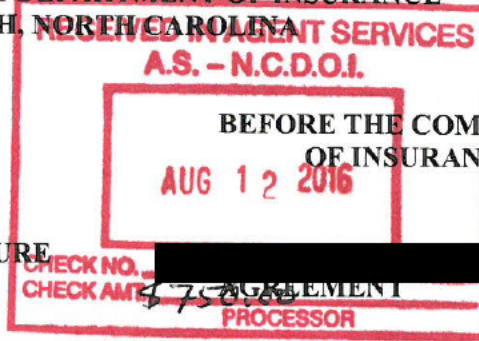


NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE MATTER OF THE LICENSURE
OF JOHN RASSMAN
NPN No. 8509625



AUG 12 2016
#109375

NOW COME John M. Rassman (hereinafter "Mr. Rassman") and the North Carolina Department of Insurance (hereinafter The 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. Rassman is a Florida resident with an active license issued by the Department in the areas of Accident and Health or Sickness and Life, and his National Producer Number is 8509625; and

WHEREAS, on or about October 10, 2013, Mr. Rassman received regulatory action from the Michigan Department of Insurance when his license was revoked; and

WHEREAS, Mr. Rassman did not report the aforementioned Michigan administrative action to the Department; and

WHEREAS, on or about September 17, 2014, Mr. Rassman received regulatory action from the Delaware Department of Insurance when his license was revoked; and

WHEREAS, Mr. Rassman did not report the aforementioned Delaware administrative action to the Department; and

WHEREAS, on or about January 10, 2014 Mr. Rassman received regulatory action from the Louisiana Department of Insurance when he was fined for failure to report regulatory action in other states; and

WHEREAS, Mr. Rassman did not report the aforementioned Delaware administrative action to the Department; and

WHEREAS, Mr. Rassman's failure to report the Michigan, Delaware, and Louisiana administrative actions to the Department within thirty (30) days are violations of N.C.G.S. § 58-33-32(k) for which his license could be revoked pursuant to N.C.G.S. § 58-33-46(a)(2); and

WHEREAS, Mr. Rassman 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. Rassman; 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 Mr. Rassman hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Rassman shall pay a civil penalty of **seven hundred and fifty dollars (\$750.00)** 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. Rassman 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 **August 29, 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 public schools
2. Mr. Rassman enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Rassman understands that he 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 Mr. Rassman or in any other complaints involving Mr. Rassman.

4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Rassman understands that N.C.G.S. 58-33-46(a)(2) provides that his licenses may be revoked for violating an Order of the Commissioner.
5. Mr. Rassman 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 Mr. Rassman and the Department.

This the 16th day of AUGUST, 2016.

[Redacted Signature]

John Rassman

NORTH CAROLINA DEPARTMENT OF
INSURANCE

By [Redacted Signature]

Angela Ford
Senior Deputy Commissioner

8-16-16

