

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE MATTER OF
THE LICENSURE OF
SENTINEL SECURITY PLANS, INC.)
NATIONAL PRODUCER # 122936)

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.
MAY 10 2013
CHECK NO. [REDACTED]
CHECK AMT. \$500.00
PROCESSOR [REDACTED]
VOLUNTARY SETTLEMENT AGREEMENT
97145

NOW COMES Sentinel Security Plans, Inc. (hereinafter, "Sentinel Security") 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 enforcement of the insurance laws of this State and for regulating and licensing insurance companies and agents; and

WHEREAS, Sentinel Security currently holds active license as a non-resident business entity. The domicile state of record is Virginia and lists its Designated Responsible Licensed Producer as Lisa W. Wooten; and

WHEREAS, Sentinel Security is also actively licensed as a producer in other states including Utah and Louisiana; 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, on or about August 27, 2012, Utah Department of Insurance (hereinafter, "UDOI") took administrative action against the licensure of Sentinel Security for violation of its applicable statutes. The parties entered into a stipulated agreement in resolution of the matter; and

WHEREAS, the Department was notified of the administrative action by Sentinel Security on February 12, 2013, more than 30 days after the final disposition of said action; and

WHEREAS, on or about November 14, 2012, Louisiana Department of Insurance (hereinafter, "LDOI") took administrative action against the licensure of Sentinel Security; and

WHEREAS, Agent Services was notified of the LDOI administrative action by Sentinel

Security on March 5, 2013, more than 30 days after the final disposition of said action; and

WHEREAS, Sentinel Security's failure to timely file a report with the Department regarding the administrative action taken by UDOI and LDOI is a violation of N.C. Gen. Stat. §58-33-32(k); and

WHEREAS, the failure to timely report administrative action taken by any State against a producer's insurance license as set out in N.C. Gen. Stat. § 58-33-32(k) provides grounds for the probation, suspension, revocation or the refusal to renew the license of Sentinel Security pursuant to N.C. Gen. Stat. §58-33-46(a)(2); and

WHEREAS, Sentinel Security has subsequently filed the necessary reports with the Department regarding the administrative action taken by UDOI and LDOI; 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 Sentinel Security hereby agree to and waive any objections to the following:

1. Sentinel Security **shall pay a civil penalty in the amount of five hundred dollars (\$500.00), due immediately upon execution of this agreement.** The 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 check for the civil penalty, payable to "NCDOI", and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before May 19, 2013.**
2. Sentinel Security obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Sentinel Security enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Sentinel Security voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Sentinel Security 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 in any other cases or complaints involving Sentinel Security.
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 20th day of May, 2013.

For Sentinel Security:

Signature

Gerry Heard, President
Print Name and Title

For the North Carolina Department of Insurance:

Angela Ford, Senior Deputy Commissioner

