

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SEP 16 2016

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF KIMBERLY FAITH ST. JOHN
NPN No. 17768527

CHECK NO. [REDACTED]
CHECK AMT. 250.00
PROCESSOR
VOLUNTARY SETTLEMENT
AGREEMENT

#109480

NOW COME Kimberly Faith St. John (hereinafter "Ms. St. John") 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, Ms. St. John is a South Dakota resident with an active personal lines producer license issued by the Department, and her National Producer Number is 17768527; and

WHEREAS, on or about November 5, 2015, Ms. St. John completed a renewal application to the Department in which she answered "No" to the screening question, "Do you have a child support obligation in arrearage?"; and

WHEREAS, Ms. St. John did in fact have an arrearage of child support of over twelve thousand dollars at the time she submitted the November 5, 2015 renewal application to the Department; and

WHEREAS, Ms. St. John's answer to the screening question on the November 5, 2015 renewal application regarding child support arrearage was false and misleading pursuant to N.C. Gen. Stat. § 58-33-46(a)(1) for which her license could be revoked; and

WHEREAS, Ms. St. John 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 Ms. St. John; 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 Ms. St. John hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. St. John shall pay a civil penalty of **two hundred and fifty dollars (\$250.00)** 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." Ms. St. John 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 **October 14, 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. Ms. St. John enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. St. John understands that she 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 Ms. St. John or in any other complaints involving Ms. St. John.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. St. John understands that N.C.G.S. 58-33-46(a)(2) provides that her license may be revoked for violating an Order of the Commissioner.
5. Ms. St. John 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 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. 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 Ms. St. John and the Department.

This the ^{16th} 7 day of September 2016.

NORTH CAROLINA DEPARTMENT OF
INSURANCE


Kimberly Faith St. John

By:  ⁹⁻¹⁶⁻¹⁶
Angela Ford
Senior Deputy Commissioner

