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JUN - 3 2014

NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

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PROCESSOR

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF )  
THE LICENSURE OF )  
GARY B. SUTHERLAND )  
NATIONAL PRODUCER # 2196201 )

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COMES Gary B. Sutherland (hereinafter, "Sutherland") 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 business entities; and

WHEREAS, Sutherland holds an active licenses as a non-resident Property and Casualty producer issued by the Department in 2003. He is also holds a non-resident surplus lines broker license issued by the Department in 2008; and

WHEREAS, Sutherland is a resident of Massachusetts and currently holds an active resident producer license in that state. Sutherland is also licensed in Delaware, Kentucky, South Dakota, and North Dakota; and

WHEREAS, on or about February 9, 2012, the Kentucky Department of Insurance took regulatory action against Sutherland's insurance licenses for failing to file required reports which resulted in a monetary penalty; and

WHEREAS, there were resulting regulatory actions taken against Sutherland's insurance licenses in Delaware, South Dakota, North Dakota and Massachusetts; and

WHEREAS, Sutherland did not report the administrative actions taken against his insurance licenses by Kentucky, Delaware, Massachusetts, South Dakota and North Dakota to Agent Services within 30 days of the final disposition as required by N.C. Gen. Stat. §58-33-32(k); 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**, Sutherland's failure to timely report administrative action against his licenses to the Department is a violation of N.C. Gen. Stat. §58-33-32(k); and

**WHEREAS**, Sutherland has subsequently reported said administrative actions and has taken corrective action to ensure future compliance; and

**WHEREAS**, Sutherland admits to the violations herein; and

**WHEREAS**, Sutherland's violation of N.C. Gen. Stat. § 58-33-32(k) provides sufficient grounds for the probation, suspension, revocation or the refusal to renew his 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 Thandi hereby agree to and waive any objections to the following:

1. **Sutherland shall pay a civil penalty in the amount of five hundred dollars (\$500.00), 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 June 30, 2014.**
2. Sutherland shall obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Sutherland enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter.
4. Sutherland voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Sutherland 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 Sutherland.
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 9<sup>th</sup> day of June, 2014.

  
Gary B. Sutherland (NPN 2196201)

 6-9-14  
Angela Ford  
Senior Deputy Commissioner  
North Carolina Department of Insurance

