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**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

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**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF BARRY TEMPLE
NPN 6546290**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Barry Temple ("Mr. Temple") and the North Carolina Department of Insurance ("Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance producers; and

WHEREAS, Mr. Temple holds a insurance producer license; and

WHEREAS, the Department later found out that Mr. Temple violated N.C. General Statute § 58-2-69(c) by failing to report a criminal conviction; and

WHEREAS, under N.C. General Statute § 58-33-30(g), the Commissioner may deny an application for any reason for which a license may be suspended or revoked or not renewed under G.S. 58-33-46.

WHEREAS, under N.C. General Statute § 58-33-46(a)(6), the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 if the licensee has been convicted of a felony or a misdemeanor involving dishonesty, a breach of trust, or moral turpitude.

WHEREAS, Mr. Temple and the Department have 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. Temple.

WHEREAS, pursuant to N.C. General Statute § 58-2-70(g), the Commissioner 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 as to any civil penalty or restitution.

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter.

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 in this Agreement, the Department and Mr. Temple hereby agree to the following:

1. Mr. Temple agrees to pay a civil penalty of five hundred dollars (\$500.00) to the Department. The civil penalty must be paid with a certified check, cashier's check, or money order; and must be received by the Department contemporaneously with the executed Agreement, signed by Mr. Temple, no later than October 26, 2015. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution and N.C. General Statute § 115C-457.2 for the benefit of the public schools.
2. Mr. Temple enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Temple understands that he may consult with an attorney before entering into this Agreement.
3. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Mr. Temple or in any other complaints involving Mr. Temple.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Temple understands that N.C. General Statute 58-33-46(a)(2) provides that his license may be revoked for violating an Order of the Commissioner.
5. Mr. Temple has read and understands this Agreement and agrees to abide by the terms and conditions stated in this Agreement.
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 Agreement shall become effective when signed and attested to by Mr. Temple and the Department.
8. Mr. Temple understands that if a state or federal regulator other than the Department has issued an occupational or professional license to Mr. Temple, that regulator may require Mr. Temple to report this administrative action to that state or federal regulator. The Department cannot give any legal advice as to the specific reporting requirements of other state or federal regulators.

This the 28th day of October, 2015.
~~25~~ ~~Sept~~

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted]
Barry Temple

By: [Redacted] 10-28-1
Angela Ford
Senior Deputy Commissioner

