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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 VINOY THOMAS
NPN NO. 6828238**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Barry Vinoy Thomas (hereinafter "Thomas") and the North Carolina Department of Insurance (hereinafter "the Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "Agreement");

WHEREAS, the Department has the authority and responsibility for regulating and licensing insurance producers;

WHEREAS, Thomas currently holds a nonresident producer license (hereinafter "license") issued by the Department;

WHEREAS, N.C. Gen. Stat. § 58-2-69(c) requires a producer to report to the Department in writing, conviction in any court of competent jurisdiction of any crime or offense, other than a motor vehicle infraction, within ten days after the date of the conviction;

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner of Insurance of North Carolina ("Commissioner") to take disciplinary action against a licensee for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's insurance regulator;

WHEREAS, Thomas was convicted of a Class I misdemeanor, Section 18.2-347, Code of Virginia, on June 24, 2013, but did not report the criminal conviction to the Department until after the ten day deadline for reporting;

WHEREAS, Thomas violated N.C. Gen. Stat. § 58-2-69(c) by failing to report the criminal conviction within the ten day deadline for reporting;

WHEREAS, Thomas' violation of N.C. Gen. Stat. § 58-2-69(c) subjects his license to possible revocation or suspension under N.C. Gen. Stat. §58-33-46(a)(2) based on his violation of Article 2 of Chapter 58 of the North Carolina General Statutes;

WHEREAS, pursuant to N.C. Gen. Stat. § 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 issued by the Department, 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; 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 Thomas hereby agree to the following:

1. Immediately upon signing this Agreement, Thomas shall pay a civil penalty of **Two Hundred 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." Thomas shall remit the civil penalty by certified mail, return receipt requested (attention: Thomas West, ASD), to the Department along with the original of this Agreement bearing Thomas' signature. The civil penalty and the signed Agreement must be received by the Department no later than February 26, 2014. 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. Thomas shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to him.
3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Thomas understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that his license may be revoked for violating an Order of the Commissioner.
4. Thomas enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing regarding this matter. Thomas understands that he may consult with an attorney prior to entering into this Agreement.
5. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Thomas, or in any other complaints involving Thomas. In the event that Thomas fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to him, the Department may take any administrative or legal action it is authorized to take.
6. This Agreement, when finalized, will be a public record and is not confidential. 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. Following the execution of this Agreement, any and all licenses issued by the Department to Thomas shall reflect that Regulatory Action has been taken against Thomas.

7. This Agreement shall become effective when signed by Thomas and the Department.

[Redacted Signature]

Barry Vinoy Thomas

Date: 02-21-14

NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted Signature]

By:

Angela K. Ford
Senior Deputy Commissioner

Date: March 6, 2014

