## NORTH CAROLINA DEPARTMENT OF INSURANCE RALEIGH, NORTH CAROLINA



**NOW COMES** Julia Blank (hereinafter, "Blank") 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 agents; and

WHEREAS, Blank currently holds active licenses as a non-resident Accident/Health/Sickness insurance agent issued by the Department on November 11, 2011; and

WHEREAS, Blank resides in Arizona. She currently holds active licenses in Arizona, California, Colorado, Kentucky, North Carolina, Ohio, South and Utah; and

WHEREAS, on or about December 2011, the Colorado Department of Insurance (hereinafter, "CDOI") took administrative action against Blank's producer license for failing to obtain a 1033 waiver. Blank applied for additional licensure in Medicare Supplement license and failed to report criminal history accurately. This resulted in a denial of the licensure application and CDOI reported the administrative action to the national producer database in January 2012; and

WHEREAS, Blank did not report the administrative action taken by CDOI to the Department; and

WHEREAS, on or about October 1, 2012, Utah Department of Insurance (hereinafter, "UDOI") took administrative action against Blank's producer license for failing to report the administrative action by CDOI. UDOI issued a monetary penalty and reported the administrative action to the national producer database in January 2013; and

WHEREAS, Blank did not report the administrative action taken by UDOI to the Department; and

WHEREAS, the Department contacted Blank regarding her failure to notify the

Department of administrative action in March 2013; 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, Blank's failure file her report regarding administrative action against her licenses with the Department is a violation of N.C. Gen. Stat. §58-33-32(k); and

WHEREAS, Blank admits to the violations herein; and

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

- 1. Blank 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 and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before June 14, 2013.
- Blank shall obey all North Carolina laws and regulations applicable to a licensed 2. insurance producer.
- 3. Blank enters into this Agreement freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter.
- 4. Blank voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Blank 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 2

in any other cases or complaints involving Blank.

- 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 <u>22</u> day of <u>May</u>, 2013.

Julia Blank (NPN 16379791)



6-24-13 Angela Ford

Angela Ford Senior Deputy Commissioner North Carolina Department of Insurance

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