

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

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE  
OF JOSEPH S. BROWN, IV.**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COMES** Joseph S. Brown, IV (hereinafter "Brown") and the North Carolina Department of Insurance (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, for regulating and licensing insurance agents; and

**WHEREAS**, Brown currently holds Life/Health and Property/Casualty insurance licenses issued by the Department; and

**WHEREAS**, the Department was notified by United Health Care that an insurance application submitted by or through Brown contained altered and incorrect information; and

**WHEREAS**, the Department contends that the actions of Brown are in violation of N.C. Gen. Stat. §§ 58-33-46(2) and (8); and

**WHEREAS**, Brown denies he knowingly acted in violation of N.C. Gen. Stat. §58-33-46(a)(2) and (8), or any other provision of the North Carolina insurance laws, but rather entirely relied upon information supplied by a third-party in submitting the application; and

**WHEREAS**, these alleged violations provide the Department with an adequate basis to initiate an administrative proceeding to suspend or revoke Brown's licenses and to assess a monetary penalty against Brown; and

**WHEREAS**, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning these violations.

**NOW THEREFORE**, in exchange for the consideration of the promises and agreements set out herein, the Department and Brown hereby agree to the following and waive any objections to the following:

1. Brown shall pay a civil penalty of \$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.

2. Brown shall surrender his Life/Health agent license contemporaneously with the execution of this agreement.
3. Brown enters into this Settlement Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter.
4. Brown voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violations and disciplinary actions referenced in this Settlement Agreement. Brown also waives any right to appeal and agrees not to challenge the validity of this Settlement Agreement in any way.
5. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
6. The Department agrees that it will not initiate any additional administrative actions based on the violations referenced herein provided that Brown does not violate the terms and conditions of this Settlement Agreement and provided that the Department does not discover any additional violations or grounds for discipline. This Settlement Agreement shall not preclude the Department from pursuing any criminal charges or civil actions against Brown. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Brown.
7. Brown understands that he may consult with an attorney prior to entering into this Settlement Agreement.
8. Brown understands that upon the execution of this Settlement Agreement, the Department will inform all insurance carriers who have appointed Brown as to the terms of said agreement.
9. 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.
10. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Settlement Agreement.
11. If, for any reason, any part or provision of this Settlement Agreement is found to

be void or unenforceable, the other parts and provisions shall remain in full force and effect.

12. The Parties have read and understand this Settlement Agreement and agree to abide by the terms and conditions contained herein.

This the 31 day of May, 2005.

  
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Joseph S. Brown, IV

 6-9-05  
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Angela Ford  
Senior Deputy Commissioner  
North Carolina Department of Insurance