BEFORE THE INSURANCE COMMISSIONER OF THE COMMONWEALTH OF PENNSYLVANIA 2007 JUN 20

ADMIN HEARINGS OFFICE

IN RE:

Pursuant to Sections 601-610 of The

Appeal of

Insurance Department Act, Act of May 17, 1921, P.L. 789, No. 285

Judith E. Carvell 121 North Washington Road

(40 P.S. §231-240)

Apollo, PA 15613

ν.

Commonwealth of Pennsylvania

Insurance Department

Docket No. AG06-10-017

SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 19th day of Tong, 2007, between the Insurance Department of the Commonwealth of Pennsylvania ("Department") and Judith E. Carvell ("Appellant") (collectively, "the Parties").

BACKGROUND

WHEREAS, Appellant maintains an address at 121 North Washington Road, Apollo, PA 15613;

WHEREAS, on or about March 27, 2006, Petitioner submitted an Individual Producer License Application ("Application") to the Department;

WHEREAS, the Department denied Appellant's Application letter of July 27, 2006, from Jack Yanosky, Director, Bureau of Producer Services;

WHEREAS, Appellant appealed the Department's denial of her application via letter on August 4, 2006;

WHEREAS, the Parties have determined to settle this matter pursuant to the terms outlined below:

AGREEMENTS

The Parties hereto, intending to be legally bound, hereby agree:

- 1. Appellant agrees that the agreements contained herein shall have the same force and effect of an Order entered in accordance with Administrative Agency Law, 2 Pa.C.S. §101 et seq. or other applicable law.
- 2. Appellant may reapply for and obtain a producer's license no earlier than January 1, 2010, subject to the conditions of this Settlement Agreement.
- 3. Thereafter, upon Application, if the Applicant is otherwise eligible under the pertinent statutes and regulations that would entitle her to licensure, her Application will be considered without regard to her 2005 conviction, provided the following pre-conditions have been met:

- a. Appellant shall retake the Insurance Producer exam and receive a passing score;
- Appellant shall submit to the Department an updated application for an Insurance Producer license along with all required fees and fingerprint samples;
- All of the information provided to the Department on Appellant's application for licensure is true, accurate and complete;
- d. There are no further arrests, convictions, other events or information which relate to the Appellant's worthiness to engage in the business of insurance; and
- e. Appellant has successfully completed her probation and has provided the Department with written proof through certified records of the same.
- 4. If Appellant is granted a certificate or license, any certificates and licenses issued to the Appellant may be immediately suspended, without prior notice, in the event that Appellant is charged with or pleads guilty/enters a plea of nolo contendere to any criminal offense.
- 5. If Appellant is granted a certificate or license, Appellant's certificates and licenses may be immediately suspended, without prior notice, by the

Department following its investigation and determination that: (i) any terms of this Settlement Agreement have not been complied with; or (ii) any complaint against Appellant is accurate and a statute or regulation has been violated. The Department's right to act under this section will be limited to a period of five (5) years from the date Appellant is granted a certificate or license.

- 6. If any certificate or license is suspended pursuant to ¶6, above, Appellant will be entitled to a hearing ("Suspension Hearing") upon written request received by the Department no later than thirty (30) days after the date the Department mailed to Appellant by certified mail, return receipt requested, notification of said suspension, which Suspension Hearing shall be scheduled for a date within sixty (60) days of the Department's receipt of Appellant's written request.
- 7. At the Suspension Hearing, Appellant shall have the burden of demonstrating that she is worthy of a license.
- 8. In the event Appellant's certificates and licenses are suspended, and Appellant either fails to request a Suspension Hearing within thirty (30) days or at the Suspension Hearing fails to demonstrate that she is worthy of a license, Appellant's suspended certificates and licenses shall be revoked.
- 9. Within five (5) days of receipt of an executed copy of this Agreement, Appellant shall file a letter with the Department's Administrative Hearings

Office withdrawing her current appeal and requesting that the above-captioned matter be discontinued with prejudice. However, should Appellant be denied an Insurance Producer license by the Department in the future for any reason whatsoever, Appellant reserves the right to appeal the denial to the Department's Administrative Hearings Office.

- 10. For and in consideration of Appellant's release and discharge of the Commonwealth of Pennsylvania and the Department from any action, claim or demand arising out of the Department's denial of his licensure application, the Commonwealth of Pennsylvania and the Department hereby release and discharge Appellant from any claims in any court which the Commonwealth of Pennsylvania and/or the Department have or may have as a result of its denial of Appellant's licensure application.
- and the Department's release and discharge of Appellant from any action, claim or demand arising out of the Department's denial of Appellant's licensure application, Appellant hereby releases and discharges the Commonwealth of Pennsylvania and the Department from any claims in any court which Appellant has or may have as a result of the Department's denial of Appellant's licensure application.

12. Miscellaneous:

a. Captions and Section headings. Captions used herein are for convenience only and are not a part hereof and shall not be used in construing this Agreement.

Governing Law. This Agreement shall be governed by, construed in accordance with, the laws of the and Commonwealth of Pennsylvania.

Copies. This Agreement may be executed in multiple copies, each of which shall be treated as an original.

This Agreement contains the entire agreement of the Parties 13. respecting the subject matter herein and supersedes all previous communications, representations, or agreements, either verbal or written, among the Parties.

Executed this day and year first above written.

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Judik & Could		
Petitioner, Judith E. Carvell	Date	

Pennsylvania Insurance Department

Date

By: Terrance A. Keating Deputy Chief Counsel

Pennsylvania Insurance Department