

BEFORE THE INSURANCE COMMISSIONER  
OF THE  
COMMONWEALTH OF PENNSYLVANIA

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INSURANCE DEPARTMENT  
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ADMINISTRATIVE SERVICES OFFICE

In re: :  
: :  
Appeal of **TYRONE G. MILLER, JR.** : Docket No. AG05-04-012  
257 Heatherstone Way :  
Lancaster, Pennsylvania 17601 :

**SETTLEMENT AGREEMENT**

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THIS AGREEMENT is made this 20<sup>th</sup> day of July 2005 between the Insurance Department of the Commonwealth of Pennsylvania (“Department”) and Tyrone G. Miller, Jr. (“Applicant”).

BACKGROUND

WHEREAS, Applicant has been convicted of a 1978 conviction for aggravated assault involving a firearm (a misdemeanor), and a 1995 conviction for theft (a third degree felony).

WHEREAS, Applicant’s 1978 conviction for aggravated assault related to an incident in which Applicant allegedly used a firearm to defend his roommate from a racially motivated attack, and Applicant’s 1995 theft conviction stemmed from his misappropriation of \$31,000.00 from an account belonging to Manheim Township

School District.

WHEREAS, on January 3, 2005, the Department received from Applicant an application for licensure as an insurance producer in the Commonwealth, and the Department issued a letter dated March 10, 2005 to Applicant stating that his license application was denied based upon Applicant's lack of worthiness as evidenced by his 1995 theft conviction, his 1978 conviction for aggravated assault and the circumstances involved in those convictions.

WHEREAS, on March 14, 2005, Applicant advised the Department by letter that he would like a formal administrative hearing on the Department's denial of his license application. On June 9, 2005 a Joint Stipulation of Facts was entered and a hearing was held before a hearing officer appointed by the Insurance Commissioner.

WHEREAS, in an effort to settle the disputes arising out of the Department's denial of licensure, the parties hereto have agreed to settle, inter alia, all claims arising from and asserted in the aforementioned appeal and all claims which the Department, on the one hand, and Applicant, on the other hand, have against each other, arising out of, or in any way related to, the Department's denial of licensure to Applicant, all subject to, and on the terms and conditions hereinafter set forth.

#### AGREEMENTS

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. By the filing of this Settlement Agreement, Applicant hereby withdraws his appeal with prejudice, and further agrees that he shall refrain from seeking licensure from the Department in any capacity for a period of one year from the date on page one of this Settlement Agreement.
2. After one year from the date of this Settlement Agreement, Applicant may apply for licensure by the Department, and the Department will not consider any of the bases of denial relating to his initial application, including his prior criminal convictions, when rendering a decision on that application. The Department may, however, consider any information that was not available or disclosed to the Department with regard to Applicant's initial application, and any information that arises after the submission of his initial application.
3. In order to qualify for licensure after one year from the date of this Settlement Agreement, Applicant will have to meet all of the requirements for licensure, including passing an examination and any pre-licensure education requirements. Also, because Applicant's criminal conviction for theft is a felony involving breach of trust or dishonesty, Applicant will be required to apply for and obtain Written Consent to engage in the

business of insurance pursuant to 18 U.S.C. § 1033 in conjunction with his future application for licensure.

4. If Applicant should ever become licensed in the future, his certificates and licenses may be immediately suspended by the Department following its investigation and determination that: (i) any terms of this Agreement have not been complied with; or (ii) any complaint against Applicant is accurate and a statute or regulation has been violated. The Department's right to act under this paragraph is limited to a period of five (5) years from the date of issuance of such certificates and licenses. This time period may be modified by virtue of any future condition imposed upon Application in order to receive Written Consent to engage in the business of insurance pursuant to 18 U.S.C. § 1033.
  
5. Applicant specifically waives his right to prior notice of said suspension, but will be entitled to a hearing upon written request received by the Department no later than thirty (30) days after the date the Department mailed to Applicant by certified mail, return receipt requested, notification of said suspension, which hearing shall be scheduled for a date within sixty (60) days of the Department's receipt of Applicant's written request.

6. At the hearing referred to in paragraph 5 of this Settlement Agreement, Applicant shall have the burden of demonstrating that he is worthy of an insurance license.
7. In the event Applicant's certificates and licenses are suspended pursuant to paragraph 4 above, and Applicant either fails to request a hearing within thirty (30) days or at the hearing fails to demonstrate that he is worthy of a certificate and license, Applicant's suspended certificates and licenses shall be revoked.
8. This Agreement is made solely for the purpose of resolving the differences between the parties addressed herein, and nothing in this Agreement shall be construed as or constitutes an admission of liability by any party hereto or an admission of the validity or enforceability of any claims or demands released hereby.
9. For and in consideration of Applicant's release and discharge of the Pennsylvania Insurance Department from any action, claim or demand arising out of the Department's denial of his license application, the Pennsylvania Insurance Department hereby releases and discharges Respondent from any claims in any court which the Pennsylvania Insurance Department has or may have as a result of the denial of licensure to Applicant. It is agreed and understood that the

aforementioned release and discharge include all costs and attorneys' fees arising out of the Department's denial of licensure.

10. For and in consideration of the Pennsylvania Insurance Department's release and discharge of Applicant from any action, claim or demand arising out of the Department's denial of licensure, Appellant hereby releases and discharges the Pennsylvania Insurance Department from any claims in any court which Appellant has or may have as a result of the Department's denial of licensure.
11. Captions used herein are for convenience only, and are not a part hereof, and shall not be used in construing this Agreement.
12. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, and, in addition hereto, shall be binding upon any receiver, liquidator, rehabilitator, conservator, supervisor and any other person or entity governmental or non-governmental, exercising or seeking to exercise the powers of the persons named above.
13. This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

Executed the day and year first above written.

  
TYRONE G. MILLER, JR.  
Applicant

  
RANDOLPH L. ROHRBAUGH  
Deputy Insurance Commissioner  
Commonwealth of Pennsylvania