

BEFORE THE INSURANCE COMMISSIONER
OF THE COMMONWEALTH OF PENNSYLVANIA

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IN RE: : Pursuant to Sections 601-610 of The
Appeal of : Insurance Department Act, Act of
David Lebowitz : May 17, 1921, P.L. 789, No. 285
11 W. Laurel Street : (40 P.S. §231-240)
Bethlehem, PA 18018 :
v. :
Commonwealth of Pennsylvania :
Insurance Department : Docket No. AG07-11-021

SETTLEMENT AGREEMENT

THIS AGREEMENT is made this *2nd* day of *June*, 2008, between the Insurance Department of the Commonwealth of Pennsylvania ("Department") and David Lebowitz ("Appellant") (collectively, "the Parties").

BACKGROUND

WHEREAS, Appellant maintains an address at 11 W. Laurel Street, Bethlehem, PA 18018121 North Washington Road, Apollo, PA 15613;

WHEREAS, on or about July 18, 2007, Appellant submitted an Individual Producer License Application ("Application") to the Department;

WHEREAS, the Department denied Appellant's Application by letter dated October 26, 2007, from Jack Yanosky, Director, Bureau of Producer Services;

WHEREAS, Appellant appealed the Department's denial of his application via letter on November 4, 2007;

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 November 4, 2011, 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 qualify him for licensure, his Application will be considered without regard to his 2005 conviction, provided the following pre-conditions have been met:

- a. Appellant shall retake the Insurance Producer exam and receive a passing score;
- b. Appellant shall submit to the Department an updated application for an Insurance Producer license along with all required fees and fingerprint samples;
- c. 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 his 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 three (3) years from the date Appellant is granted a certificate or license.

6. If any certificate or license is suspended pursuant to Paragraph 5, 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 he 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 he 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 his current appeal and requesting that the above-captioned matter be discontinued with prejudice. However, should Appellant apply for, and be denied, an Insurance Producer license by the Department on or after November 4, 2011, 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.

11. For and in consideration of the Commonwealth of Pennsylvania's 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.
- b. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

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

13. 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 this day and year first above written.



Petitioner, David Lebowitz

5/9/08

Date



Pennsylvania Insurance Department

5-28-08

Date

By: Randolph L. Rohrbaugh
Deputy Insurance Commissioner
Pennsylvania Insurance Department