

RECEIVED

FEB 14 2018

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF CONSUMER AFFAIRS
AND BUSINESS REGULATION
DIVISION OF INSURANCE

HEARINGS & APPEALS
MASS. DIVISION OF INSURANCE

SUFFOLK, ss

Docket No. E2018-02

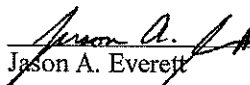
_____)
DIVISION OF INSURANCE)
)
Petitioner,)
)
v.)
)
JASON A. EVERETT)
Respondent.)
_____)

CONSENT AGREEMENT

1. Pursuant to M.G.L. c. 175, M.G.L. c. 176D and 801 CMR 1.01(6)(a), the Division of Insurance ("Division") filed an Order to Show Cause against the Respondent Everett ("Everett"), in the above-captioned proceeding.
2. Said Order to Show Cause is incorporated by reference herein and attached, alleges, in part, that Everett had his insurance producer license revoked by Louisiana, California and Connecticut and that he did not report administrative actions taken against him by California, Virginia and Connecticut.
3. The Division contends that Everett's license revocations noted above and the underlying conduct constitute violations of M.G. L. c. 175 § 162(a)(8) and (9) and the failure to report the administrative actions to the Division constitute violations of M.G.L. c. 175, § 162V(a).

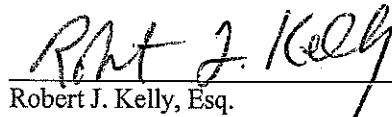
4. In its claim for relief, the Division requested, in part, that the Commissioner of Insurance find the allegations set forth in the Order to Show Cause as fact.
5. Everett has been afforded the opportunity for an administrative hearing in this matter and has waived that right and any rights of appeal in return for the settlement of this dispute between the Division and Everett.
6. Everett agrees to the entry of this Consent Agreement. It is, therefore, ORDERED and DECREED as follows:
 - a. From the effective date of this Agreement, Everett shall cease and desist from the conduct alleged herein.
 - b. From the effective date of this Agreement, any and all insurance producer licenses issued to Everett by the Division are revoked.
 - c. From the effective date of this Agreement, in compliance with M.G.L. 175 § 166B, Everett is prohibited from soliciting, aiding in the placement, continuation or negotiation of insurance policies or taking any action which may lead any person or entity to believe that Jason A. Everett is authorized in the Commonwealth to engage in the business of insurance in any capacity, including without limitation, acting as a licensed insurance agent, insurance broker, insurance producer, special insurance broker or insurance advisor.
 - d. From the effective date of this Agreement, Everett shall comply with the provisions of M.G.L. c. 175, § 166B. Within (30) days from the effective date of this Agreement, Everett shall dispose of any and all interests (direct and indirect) he may have including without limitation, as proprietor, partner, stockholder, officer or employee of any licensed insurance company in Massachusetts.
 - e. Except as expressly set forth in this Agreement, the failure of the Division at any time to require strict performance by Everett of any terms, provisions, or conditions hereof shall in no way affect the right thereafter to enforce same, nor shall the waiver by the Division of any breach of any of the terms, provisions, and conditions hereof be construed or deemed a waiver of any succeeding breach of any term, provision, or condition thereof.
 - f. The provisions of this Agreement may be amended, modified, or expanded solely in writing by joint consent of the Division and Everett and approval by the hearing officer. This Agreement shall be construed under and governed by the laws of the Commonwealth.

Agreed to by the undersigned this 13th day of February 2018.



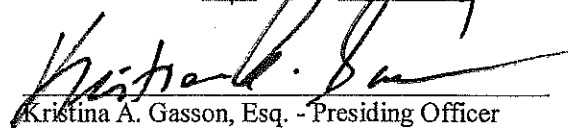
Jason A. Everett

Agreed to by the undersigned this 14th day of February 2018.



Robert J. Kelly, Esq.
Counsel to the Commissioner
Division of Insurance

ORDERED this 14th day of February 2018



Kristina A. Gasson, Esq. - Presiding Officer
Hearings and Appeals
Division of Insurance
1000 Washington St.
Boston, MA 02118