



MAURA HEALEY
GOVERNOR

KIM DRISCOLL
LIEUTENANT GOVERNOR

COMMONWEALTH OF MASSACHUSETTS
Office of Consumer Affairs and Business Regulation
DIVISION OF INSURANCE

1000 Washington Street • Suite 810 • Boston, MA 02118-6200
(617) 521-7794 • Toll-free (877) 563-4467
<http://www.mass.gov/doi>

KEVIN P. BEAGAN
COMMISSIONER OF INSURANCE

via email

August 30, 2024

John I. Casey, Jr.
128 Ridge Avenue
Pittsfield, MA 01201

Re: SIU Investigation No. 10021

Dear Mr. Casey,

I represent the Massachusetts Division of Insurance (“Division”) with regard to the above referenced investigation. The Division has cause to believe that you have violated Massachusetts insurance laws as set forth in summary below.

The Division was contacted by Health New England in reference to a discrepancy regarding your licensing status. You were affiliated with Health New England both as a broker and producer over the past decade and collected commissions in excess of \$150,000. Further investigation by the Division revealed that you did not hold a valid insurance producer license during the period that you collected commissions on behalf of Health New England. Consequently, you are in violation of M.G.L. c. 175, § 175. The penalty for each and every violation of M.G.L. c. 175, § 175 is a fine of not more than \$100 per violation. This underlying conduct is also a violation of M.G.L. c. 175 § 162R (a)(2). Pursuant to M.G.L. c.176D, §7, the penalty for each and every violation of M.G.L. c. 175, § 162R (a) is a fine up to \$1,000 and having the insurance producer license placed on probation, suspended, or revoked.

As previously discussed, the Division proposes to resolve this matter through the attached settlement agreement, foregoing fines, if you agree to waive your right to a public hearing and agree to the revocation of any and all insurance licenses issued to you in Massachusetts.

This correspondence does not constitute the required statutory notice of a hearing. However, if this matter is not resolved the Division will proceed to an Order to Show Cause and will notify you of the hearing date.

Thank you for your prompt attention to this matter. Should you have any questions or wish to discuss this matter further, I may be reached at (617) 521-7389 **voice mail only**.

Sincerely,

Robert J. Kelly, Esq.
Counsel to the Commissioner

Enclosure



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SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts Division of Insurance (“Division”), with offices at 1000 Washington Street, Boston, Massachusetts 02118-6200, and JOHN I. CASEY (“CASEY”), an insurance producer previously licensed under the laws of the Commonwealth of Massachusetts, with a mailing address of 128 Ridge Avenue, Pittsfield, MA 01201.

WHEREAS, CASEY was previously licensed by the Division as an insurance producer pursuant to M.G.L. c. 175, § 162H, *et seq.*;

WHEREAS, an insurance producer licensed in the Commonwealth must uphold the standards in M.G.L. c. 175, § 162H, *et seq.*, and must comply with the Commonwealth’s insurance laws, including without limitation, those set forth in M.G.L. c. 175 and M.G.L. c. 176D; the Code of Massachusetts Regulations; and any other regulatory requirements; each of which give the Commissioner of Insurance (“Commissioner”) review, approval, and enforcement authority over licensees;

WHEREAS, the Division has conducted an investigation, Special Investigation Number 10021, and said investigation constitute grounds for revocation of CASEY’s insurance license;

WHEREAS, if after a public hearing the Commissioner were to find sufficient evidence to determine that CASEY did commit the alleged violations, the Commissioner could order fines, as well as revocation of CASEY’s insurance producer licenses, pursuant to M.G.L. c. 175, § 162R(a) and M.G.L. c. 176D; and

WHEREAS, CASEY is aware of his rights to notice and to an administrative hearing with respect to the alleged violations of Massachusetts insurance laws in these matters, and hereby waives those rights.

NOW THEREFORE, in consideration of the foregoing and the covenants, warranties, representations, and agreements contained herein, it is mutually agreed as follows:

1. CASEY’S Massachusetts insurance producer license is hereby immediately revoked by the Division.

2. CASEY agrees to immediately cease and desist from conducting the business of insurance, including selling, soliciting or negotiating insurance, holding himself out as a licensed insurance producer, or otherwise acting as an insurance producer.
3. CASEY 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 he is authorized in the Commonwealth to engage in the business of insurance in any capacity, including without limitation, acting as a licensed insurance producer, special insurance broker, public adjuster, insurance advisor, or any other insurance professional licensed in the Commonwealth.
4. In accordance with M.G.L. c. 175, § 166B and the terms of this Agreement, no later than August 1, 2024, CASEY shall dispose of any and all interest (direct and indirect) he may have, including without limitation, as proprietor, partner, stockholder, officer or employee, of any licensed insurance producer in the Commonwealth.
5. CASEY is prohibited from owning, managing, directing or being an employee, consultant or independent contractor, partner, director or officer, paid or unpaid, of any insurance-related business in the Commonwealth.
6. Except as expressly set forth in this Agreement, the failure of the Division at any time to require strict performance by CASEY of any terms, provisions, or conditions hereof shall in no way affect the right thereafter to enforce the 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 hereof.
7. In the event that the Division finds that there has been a breach of any provision of this Agreement, the Division may, in its discretion, pursue any and all legal remedies permitted by the Massachusetts insurance laws as well as any other appropriate law of the Commonwealth.
8. The provisions of this Agreement may be amended, modified, or expanded solely in writing by joint consent of the Division and CASEY.
9. This Agreement shall be interpreted to carry into effect the regulatory and disciplinary requirements and objectives of the Division.
10. This Agreement may be signed as multiple originals, each of which shall have the full force and effect of an original without having to account for all originals.
11. This Agreement shall be construed in accordance with the laws of the Commonwealth, without giving effect to conflicts of law principles. This Agreement is a reportable administrative action.

SIGNED:

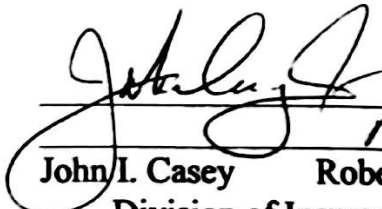

John I. Casey

Robert J. Kelly
Division of Insurance
Counsel to the Commissioner

Dated: _____

Dated: _____

SIGNED:


 9/11/2024
John I. Casey Robert J. Kelly
Division of Insurance
Counsel to the Commissioner

Dated: 9/6/24