

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

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MAURA HEALEY
GOVERNOR
KIM DRISCOLL
LIEUTENANTGOVERNOR

GARY D. ANDERSON COMMISSIONER OF INSURANCE

SETTLEMENT AGREEMENT

BL Insurance Brokerage, LLC & Brendan Lawler - SIU Investigation #10096

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 and BL Insurance Brokerage, LLC ("BLIB") a resident licensed business entity producer, and Brendan Lawler ("Lawler") a resident licensed individual producer, under the laws of the Commonwealth of Massachusetts ("Commonwealth"), with a mailing and business address of 270 Huttleston Avenue, Fairhaven, Massachusetts 02061.

WHEREAS, BLIB is licensed by the Division as a Resident Business Entity Producer pursuant to M.G.L. c 175, § 162H et seq.; and

WHEREAS, Lawler is licensed by the Division as a Resident Individual Producer and as the Designated Responsible Licensed Producer for BLIB, pursuant to M.G.L. c. 175, § 162H et seq.; and

WHEREAS, an insurance producer and business entity 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 review, approval, and enforcement authority over licensees; and

WHEREAS, the Division has conducted an investigation and contends that the alleged acts and conduct of BLIB and Lawler, as set forth in part in the Division's correspondence dated March 21, 2024, a copy of which is attached and incorporated by reference and made a part of this Agreement, constitute grounds for revocation of BLIB's business entity producer license and Lawler's insurance producer license; and

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

WHEREAS, BLIB and Lawler are aware of their rights to notice and to a public 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. BLIB's business entity insurance producer license and Lawler's insurance producer license is hereby immediately revoked by the Division. If BLIB and Lawler are in possession of any Massachusetts insurance licenses, they shall attach them to this agreement.
- 2. BLIB and Lawler agree to immediately cease and desist from conducting the business of insurance, including selling, soliciting or negotiating insurance, holding themselves out as a licensed insurance producer, or otherwise acting as an insurance producer.
- 3. BLIB and Lawler are 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 BLIB and Lawler are authorized in the Commonwealth to engage in the business of insurance in any capacity, including without limitation, acting as a licensed insurance producer, business entity producer, special insurance broker, public adjuster, insurance advisor, viatical loan provider, viatical broker, viatical settlement broker, viatical settlement provider, reinsurance intermediary broker, reinsurance intermediary manager, or any other licensed insurance professional.
- 4. In accordance with M.G.L. c. 175, § 166B and the terms of this Agreement, BLIB and Lawler shall dispose of any and all interest (direct and indirect) they may have, including without limitation, as proprietor, partner, stockholder, officer, or employee of any licensed insurance producer in the Commonwealth by March 28, 2024.
- 5. BLIB and Lawler are 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. BLIB and Lawler shall return to the Division any insurance producer license in their possession, custody or control.
- 6. Except as expressly set forth in this Agreement, the failure of the Division at any time to require strict performance by BLIB and Lawler 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 thereof.

- In the event that the Division finds that there has been a breach of any 7. 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.
- The provisions of this Agreement may be amended, modified, or expanded 8. solely in writing by joint consent of the Division and BLIB and Lawler.
- This Agreement shall be interpreted to carry into effect the regulatory and 9. disciplinary requirements and objectives of the Division.
- This Agreement may be signed as multiple originals, each of which shall 10. have the full force and effect of an original without having to account for all originals.
- This Agreement shall be construed in accordance with the laws of the 11. Commonwealth, without giving effect to conflicts of law principles. This Agreement is a reportable administrative action.
- BLIB and Lawler state that they fully understand the legal consequences of 12. this agreement. The Division has provided BLIB and Lawler with the opportunity to present this Agreement for review by an attorney of their choosing at their own expense and they agree that they have had ample time to have an attorney review this Agreement. BLIB and Lawler have carefully read this Agreement, understand the contents herein, freely and voluntarily assent to all of the terms and conditions hereof, and signs of their own free act.

SIGNED:

Representative of BL Insurance Brokerage, LLC

Dated:

Brendan Lawler

Dated: 3/20/24

Division of Insurance By: Matthew M. Burke

Counsel to the Commissioner

Dated: 3-21-2024