



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

1000 Washington Street • Suite 810 • Boston, MA 02118-6200  
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<http://www.mass.gov/doi>

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
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JAY ASH  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

JOHN C. CHAPMAN  
UNDERSECRETARY

DANIEL R. JUDSON  
COMMISSIONER OF INSURANCE

February 16, 2017

Wesley Durant  
247 Highland Street  
Berlin, MA 01503

RE: Wesley Durant – Massachusetts License No. 1715848  
SIU Investigation No. 9248

**VIA E-MAIL ([wesdurantberlin@gmail.com](mailto:wesdurantberlin@gmail.com))**

Dear Mr. Durant:

I represent the Massachusetts Division of Insurance (“Division”) with regard to the above-captioned investigation. Pursuant to an investigation conducted by the Division’s Special Investigations Unit, the Division has cause to believe that you violated the Massachusetts insurance laws set forth below by the conduct detailed in this settlement letter.

This case was opened on May 2, 2016, after the Division received notice that CAR had revoked your Assigned Risk Producer Certification. Further investigation revealed the following:

1. You were the owner of the Stanis Insurance Agency until September 2016.
2. On or about December 4, 2015, after a comprehensive review of compliance violations filed against the Stanis Insurance Agency by multiple insurers, CAR suspended the Assigned Risk Producer Certification of the Stanis Insurance Agency.
3. The CAR review discovered that the Stanis Insurance Agency repeatedly engaged in a practice of failing to remit premiums after reporting to the insurers that premium payments on [MAIP] assignments were made at the Stanis Insurance Agency and that the physical payments would be mailed to the insurer. Further examination, determined that over the course of one month, there were sixty-one violations filed by insurer(s) that were related to Stanis Insurance Agency. Of these, fifty-two (52) were related to premium payments not being received by the insurers.
4. On or about April 29, 2016, after receiving notice of thirty additional violations, again related to the Stanis Insurance Agency failing to remit premium payments to insurers, CAR revoked Stanis’ Assigned Risk Producer Certification.

5. Between 2015 and 2016, Stanis Insurance Agency failed to remit the policy premiums for 157 policies.

The conduct described above is evidence of the following violations:

M.G.L. c. 175, § 162R (a)(4) . . . [t]he commissioner may place on probation, suspend, revoke or refuse to issue or renew an insurance producer's license or may levy a civil penalty for . . . improperly withholding, misappropriating or converting any monies or properties received in the course of doing business. Additionally, a violation is punishable by a fine up to one thousand dollars. M.G.L. c. 176D, § 7.

M.G.L. c. 175, § 162R (a)(8) . . . [t]he commissioner may place on probation, suspend, revoke or refuse to issue or renew an insurance producer's license or may levy a civil penalty for . . . using fraudulent, coercive or dishonest practices in the conduct of business. Additionally, a violation is punishable by a fine up to one thousand dollars. M.G.L. c. 176D, § 7.

M.G.L. c. 175, § 162R (a)(2) . . . [t]he commissioner may place on probation, suspend, revoke or refuse to issue or renew an insurance producer's license or may levy a civil penalty for . . . violating any insurance laws. Additionally, a violation is punishable by a fine up to one thousand dollars. M.G.L. c. 176D, § 7.

M.G.L. c. 176D, § 2 – No person shall engage in this commonwealth in any trade practice which is defined in this chapter as, or determined pursuant to section six of this chapter to be, an unfair method of competition or an unfair or deceptive act or practice in the business of insurance. A violation is punishable by a fine up to one thousand dollars. M.G.L. c. 176D, § 7.

The Division is authorized to issue an order requiring you to show cause as to why you should not be made to cease and desist from the above alleged conduct. If, after a public hearing, the Commissioner of Insurance finds that you did commit the alleged violations, he may impose a fine up to the amounts listed above and order that your Massachusetts Insurance Producer License be placed on probation, suspended or revoked.

The Division proposes to resolve this matter **without fines** through a Settlement Agreement if you agree to waive your right to a hearing and agree to the permanent revocation of your Massachusetts insurance producer license. If you choose to accept the Division's offer as set forth in the enclosed Settlement Agreement, please sign where provided and return to my attention by **February 22, 2017**.

Although this correspondence does not constitute the required statutory notice of a public hearing, if this matter is not resolved by **February 22, 2017**, the Division intends to file its 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) 521-7471 or Scott.Peary@state.ma.us.

Sincerely,

Scott J. Peary  
Chief Enforcement Counsel

Enclosure



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**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, Division of Insurance (“Division”), and Wesley Durant (“Durant”) licensed as an insurance producer licensed under the laws of the Commonwealth of Massachusetts (“Commonwealth”) and with a current mailing address of: 247 Highland Street Berlin, MA 01503.

WHEREAS, Durant was 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 & 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;

WHEREAS, the Division has conducted an investigation, Special Investigation Number 9248, and contends that the acts and conduct of Durant as set forth in the Division’s correspondence dated February 16, 2017, a copy of which is attached hereto, constitute grounds for revocation of Durant’s insurance license and the imposition of fines;

WHEREAS, Durant 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. Durant agrees to have his Massachusetts insurance producer license permanently revoked by the Division.
2. Durant agrees to immediately cease and desist from the conduct outlined in the Division’s February 16, 2017 correspondence, a copy of which is attached hereto.

3. Except as expressly set forth in this Agreement, the failure of the Division at any time to require strict performance by Durant 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.

4. From the effective date of this Agreement, Durant 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 they are 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, viatical loan provider, viatical broker, viatical settlement broker or viatical settlement provider, or any other licensed insurance professional.

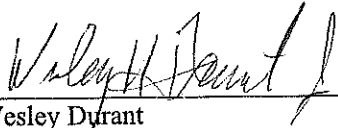
5. Within thirty (30) days from the effective date of this Agreement, Durant shall dispose of any and all interest (direct and indirect) he may have, including without limitation, as proprietor, partner, stockholder, officer, director, employee, consultant, or independent contractor of any insurance related business interest that he may hold in the Commonwealth.

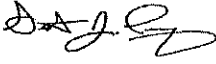
6. From the effective date of this Agreement, Durant is prohibited from owning, managing, directing or being an employee, consultant or an independent contractor, partner, director or officer, paid or unpaid, of any insurance related business in the Commonwealth.

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 Durant.

SIGNED:

  
\_\_\_\_\_  
Wesley Durant

  
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Commonwealth of Massachusetts  
Division of Insurance  
Scott Peary  
Chief Enforcement Counsel

Dated: 2/21/17

Dated: February 16, 2017