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NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF THE LICENSURE  
OF TRENTON J. BLACK  
LICENSE NO. 0016178460

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME Trenton J. Black (hereinafter "Mr. Black") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents; and

WHEREAS, Mr. Black currently holds a Self-Employed Insurance Adjuster license issued by the Department; and

WHEREAS, Mr. Black first became active in North Carolina on August 1, 2011 and completed his original application as well as renewal applications through February 25, 2015; and

WHEREAS, North Carolina General Statute § 58-33-46(a)(1) provides that the Commissioner of Insurance may place on probation, suspend, revoke or refuse to renew any license issued under Chapter 58 of the General Statutes of North Carolina for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, North Carolina General Statute § 58-2-69(c) provides that if a licensee is convicted in any court of competent jurisdiction for any crime or offense other than a motor vehicle infraction, the licensee shall notify the Commissioner in writing of the conviction within 10 days after the date of conviction; and

**WHEREAS**, Mr. Black was arrested on September 10, 2013 and was charged with two (2) felony violations; and

**WHEREAS**, Mr. Black on November 14, 2013 pled guilty to two (2) lesser misdemeanor offenses and placed on eleven (11) months of supervised probation and fined \$250.00; and

**WHEREAS**, Mr. Black did not disclose this information within 10 days of the convictions as required by North Carolina General Statute § 58-2-69(c); and

**WHEREAS**, Mr. Black admits to these violations of North Carolina General Statute 58-2-69(c) as set out herein; and

**WHEREAS**, Mr. Black has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Black; and

**WHEREAS**, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Mr. Black and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Black shall pay a civil penalty of **\$500.00** to the Department. The form of payment shall be by certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Mr. Black shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **December 23, 2015**. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.
2. This Agreement does not in any way affect the Department's disciplinary power in any future examination of Mr. Black, or in any other complaints involving Mr. Black.
3. Mr. Black enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Black understands he may consult with an attorney prior to entering into this Agreement.

4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Black understands that N.C.G.S. § 58-33-46(a)(2) provides that an agent's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to Mr. Black shall reflect that Regulatory Action has been taken against him. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreement to all companies that have appointed the licensee.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

This the 14<sup>th</sup> day of December, 2015.

North Carolina Department of Insurance



Trenton J. Black  
License No. 0016178460



By: Angela Ford  
Senior Deputy Commissioner

12-14-15