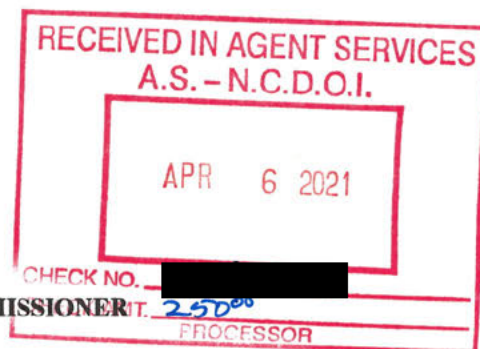


NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE VOLUNTARY SETTLEMENT
OF NIGEL SETH CARTER AGREEMENT
LICENSE NO. 0017485923

NOW COME, Nigel Seth Carter (hereinafter "Mr. Carter") 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. Carter currently holds a non-resident producer's license with authority for Life and Accident & Health or Sickness lines of insurance issued by the Department; and

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

WHEREAS, Mr. Carter, on or about January 16, 2019, entered a plea of "nolo contendere" to the Misdemeanor "Infliction of Corporal Injury" in the Superior Court of Los Angeles, CA, 2019, No.8VW05889, ordered to serve 120 days in jail, placed on summary probation for 36 months, ordered to stay away from the victim, complete a 52-week domestic violence treatment program and pay \$12,449 in restitution to the victim for various related expenses; Mr. Carter completed the court required domestic violence prevention classes, and voluntarily completed a 12 hour Parenting Skills class and an 8 hour Parenting Without Conflict class; and

WHEREAS, such conviction was not reported to the Department within 10 business days after the date of the conviction as required and set forth in the provisions of N.C. Gen. Stat. § 58-2-69(c); and

WHEREAS, Mr. Carter admits to this violation of North Carolina General Statute § 58-2-69(c); and

WHEREAS, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's regulator; and

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

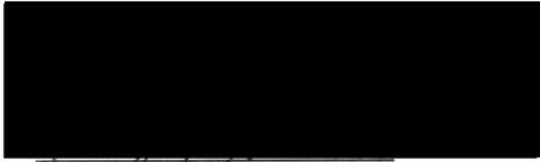
WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing; and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon the signing of this Agreement, Mr. Carter shall pay a civil penalty of **\$250.00** 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. Carter 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 **March 19, 2021**. 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. Carter or in any other complaints involving Mr. Carter.
3. Mr. Carter enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Carter 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. Carter understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer'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, all licenses issued by the Department to Mr. Carter shall reflect that Regulatory Action has been taken against her. 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, upon request, a copy of the 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.
7. Be aware that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

N.C. Department of

Insurance



By: Nigel Seth Carter

License No. 0017485923



By: Angela Hatchell

Deputy Commissioner

Date: 03/31/2021

Date: 4/6/2021