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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

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PROCESSOR *DBP*

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF TRESSANDRA HOPPER
LICENSE NO. 4689325

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, Tressandra Hopper ("Ms. Hopper") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "Agreement"):

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

WHEREAS, Ms. Hopper holds active producer licenses issued by the Department in the lines of life insurance, accident and health or sickness insurance, and property and casualty insurance; and

WHEREAS, Ms. Hopper was required to complete continuing education to maintain her producer licenses; and

WHEREAS, on or about 18 August 2014, Ms. Hopper participated in a continuing education course in the area of preventing fraud in the property and casualty industry. At the completion of this course, she took an online examination; and

WHEREAS, while taking the examination, Ms. Hopper had in her possession a document containing written questions and answers to the examination; and

WHEREAS, Ms. Hopper's possession of this document containing written questions and answers to the examination violated N.C. Gen. Stat. § 58-33-46(a)(15), which provides:

(a) The Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under this Article, in accordance with the provisions of Article 3A of Chapter 150B of the General Statutes, for any one or more of the following causes:

....

(15) Cheating on an examination for an insurance license or for a precicensing or continuing education course, including improperly using notes or any other reference material to complete an examination for an insurance license or for a precicensing or continuing education course.

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Ms. Hopper 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 Ms. Hopper; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution; and

NOW, THEREFORE, in consideration of the promises and agreements set out herein, the Department and Ms. Hopper hereby agree to the following:

1. Immediately upon her signing of this document, Ms. Hopper shall pay a civil penalty of \$250.00 to the Department. The form of payment shall be in a 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." Ms. Hopper

shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Hopper. The civil penalty and the signed Agreement must be received by the Department no later than 31 December 2014. 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 the public schools.

2. Ms. Hopper shall obey all laws and regulations applicable to all licenses issued to her by the Department.

3. Ms. Hopper enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Hopper acknowledges that she has consulted with an attorney prior to entering into this Agreement.

4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Ms. Hopper, or in any other cases or complaints involving Ms. Hopper.

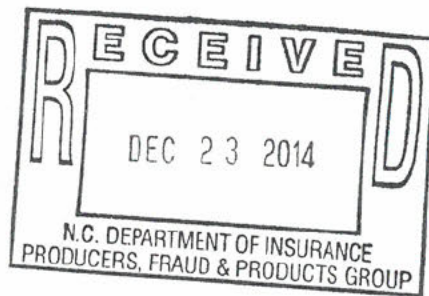
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Hopper understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that a license may be suspended, revoked or not renewed for violating an Order of the Commissioner.

6. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Department is free to disclose the contents of this

Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

7. This Settlement Agreement shall become effective when signed by Ms. Hopper and the Department.

[Redacted]
Tressandra Hopper
License No. 4689325



December 16, 2014
Date

NORTH CAROLINA DEPARTMENT OF INSURANCE

By [Redacted]
Angela Ford
Senior Deputy Commissioner

12-23-14
Date