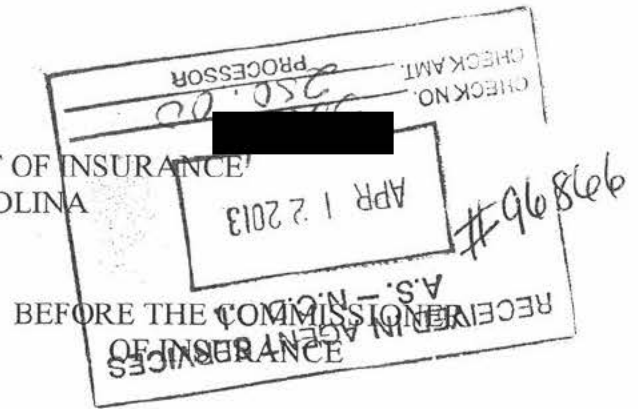


NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA
COUNTY OF WAKE.

IN THE MATTER OF THE LICENSURE OF
JASON JOBBITT, LICENSE NO. 8195615
ENFORCEMENT NO. 23910

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Jason Jobbitt (hereinafter "Jobbitt") and the North Carolina Department of Insurance (hereinafter "the Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "the 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, brokers, limited representatives, and adjusters; and

WHEREAS, Jobbitt currently holds a nonresident producer license issued by the Department; and

WHEREAS, Jobbitt entered into a Settlement Stipulation for Consent Order with the State of Florida, Department of Financial Services (hereinafter "the Florida Department") on May 4, 2012 wherein the Florida Department alleged that Jobbitt had offered an unlawful inducement for the purchase of title insurance; and

WHEREAS, on May 31, 2012, a Consent Order was entered by the agency head of the Florida Department ordering Jobbitt to pay an administrative penalty of one thousand dollars (\$1,000.00) within thirty (30) calendar days of the Consent Order; and

WHEREAS, N.C. Gen. Stat. § 58-33-32(k) requires a producer to report to the Department any administrative action taken against the producer in another state within thirty days after final disposition of the matter; and

WHEREAS, Jobbitt failed to inform the Department of said Consent Order entered against him by the Florida Department;

WHEREAS, Jobbitt's failure to inform the Department is in violation of N.C. Gen. Stat. § 58-33-32(k).

WHEREAS, this violation provides the Department with an adequate basis to initiate an administrative proceeding to suspend or revoke Jobbitt's license and to assess a monetary

penalty against Jobbitt; and

WHEREAS, Jobbitt 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 Jobbitt; 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 issued by the Department, or as to any civil penalty or restitution; and

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this violation.

NOW THEREFORE, in consideration of the promises and agreements set out herein, and other good and valuable consideration, the Department and Jobbitt hereby agree to and waive any objections to the following:

1. Jobbitt shall pay a civil penalty of **two hundred and fifty dollars (\$250.00), due immediately upon execution of this Agreement**. The check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This signed Agreement and check for fine should be received at the Department (attention: Jerry Roventini, ASD) no later than **May 10, 2013**. This 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. Jobbitt enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter.
3. Jobbitt voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violations and disciplinary actions referenced in this Agreement. Jobbitt also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
4. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
5. The Department agrees that it will not initiate any additional administrative actions based on the violations referenced herein, provided that Jobbitt does not violate the terms and conditions of this Agreement and that the Department does not discover any additional violations or grounds for discipline. The Agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Jobbitt.

6. This 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 with 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 written document contains the entire Agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this Agreement.
8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
9. If, for any reason, any part or provision of this Agreement is found to be void, or unenforceable, the other parts and provisions shall remain in full force and effect.
10. This Agreement shall have the full force and effect of an Order of the Commissioner.
11. This Agreement shall become effective when signed by Jobbitt and the Department.

[Redacted Signature]

Jason Jobbitt

Date: 4/10/13

NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted Signature]

By:

Angela K. Ford
Senior Deputy Commissioner

Date: 4-17-13

