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NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

STAFFED BY [REDACTED]  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF THE LICENSURE  
OF ANNETTE C. MARTIN  
NPN 16184852

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME Annette C. Martin ("Mrs. Martin") and the North Carolina Department of Insurance ("Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement"):

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

WHEREAS, Mrs. Martin holds producer licenses issued by the Department.

WHEREAS, Mrs. Martin violated N.C. General Statute § 58-33-46(a)(8).

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

WHEREAS, Mrs. Martin and the Department have 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 Mrs. Martin.

WHEREAS, pursuant to N.C. General Statute § 58-2-70(g), the Commissioner 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 as to any civil penalty or restitution.

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

WHEREAS, the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW, THEREFORE, in exchange for, and in consideration of the promises and agreements set out in this Agreement, the Department and Mrs. Martin hereby agree to the following:

1. Mrs. Martin agrees to pay a civil penalty of two hundred and fifty dollars (\$250.00) to the Department. The civil penalty must be paid with a certified check, cashier's check, or money order; and must be received by the Department contemporaneously with the executed Agreement, signed by Mrs. Martin, no later than December 14, 2015. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution and N.C. General Statute § 115C-457.2 for the benefit of the public schools.
2. Mrs. Martin enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Mrs. Martin understands that she may consult with an attorney before entering into this Agreement.
3. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Mrs. Martin or in any other complaints involving Mrs. Martin.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mrs. Martin understands that N.C. General Statute § 58-33-46(a)(2) provides that her license may be revoked for violating an Order of the Commissioner.
5. Mrs. Martin has read and understands this Agreement and agrees to abide by the terms and conditions stated in this Agreement.
6. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to Mrs. Martin shall reflect that Regulatory Action has been taken against Mrs. Martin 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 the NAIC and all companies that have appointed a licensee.
7. This Agreement shall become effective when signed and attested to by Mrs. Martin and the Department.
8. Mrs. Martin understands that if a state or federal regulator other than the Department has issued an occupational or professional license to Mrs. Martin, that regulator may require Mrs. Martin to report this administrative action to that state or federal regulator. The Department cannot give Mrs. Martin any legal advice as to the specific reporting requirements of other state or federal regulators.

9th December

This the 30 day of Nov., 2015.



Annette E. Martin

NORTH CAROLINA DEPARTMENT OF INSURANCE



By Angela Ford  
Senior Deputy Commissioner

12-9-15

