

**N. C. DEPARTMENT OF INSURANCE AGENT SERVICES DIVISION  
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE  
OF MARIO AVILA OCHOA  
LICENSE NO. 0019308563**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Mario Avila Ochoa (hereinafter "Mr. Ochoa") and the Agent Services Division of the N.C. Department of Insurance (hereinafter "Agent Services Division"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

**WHEREAS**, the Agent Services Division has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agencies and agents; and

**WHEREAS**, Mr. Ochoa currently holds a non-resident producer's license with authority for Personal Lines insurance issued by the Agent Services Division; and

**WHEREAS**, N. C. Gen. Stat. § 58-33-46 (a) (1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of 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**, N. C. Gen. Stat. § 58-33-46 (a) (3) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of North Carolina for obtaining or attempting to obtain a license through misrepresentation or fraud; and

**WHEREAS**, N. C. Gen. Stat. § 58-33-46 (a) (6) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of North Carolina for having been convicted of a felony or a misdemeanor involving dishonesty, a breach of trust, or moral turpitude; and

**WHEREAS**, Mr. Ochoa on his application for a non-resident producer's license did not include information regarding past criminal convictions as required thereon; and

**WHEREAS**, information brought to the attention of the Agent Services Division revealed that Mr. Ochoa was convicted on March 14, 2001 in the Superior Court of Arizona, Pima County of the crimes of Solicitation to Commit Burglary in the Third Degree, a Class 6 undesignated, non-dangerous and non-repetitive offense and Attempted Burglary in the Third Degree, a Class 5 felony, non-dangerous and nonrepetitive offense; and

**WHEREAS**, The Court suspended the imposition of the sentence and placed Mr. Ochoa on probation for 3 years, which he completed; the felony charge was later reduced to a misdemeanor by the Court in July of 2004, and both convictions were ultimately set aside on August 25, 2021; and

**WHEREAS**, since there were convictions, notwithstanding that such were ultimately set aside, that fact did not relieve Mr. Ochoa of the duty to provide such information on his application for licensure as a producer in this State, and therefore was in violation of the statutes cited herein; 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**, N. C. Gen. Stat. § 58-2-70 provides that whenever the Commissioner has reason to believe that any person has violated any law that would subject the license or certification of that person to suspension or revocation, the Commissioner is authorized, in lieu of a hearing, to negotiate a mutually acceptable agreement as to the status of the person's license or certificate or to any civil penalty or restitution; and

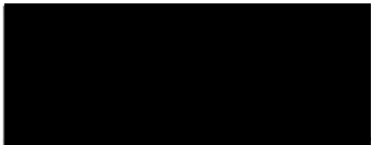
**WHEREAS**, Mr. Ochoa has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Mr. Ochoa; and

**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Mr. Ochoa and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Ochoa shall pay a civil penalty of **\$250.00** to the Agent Services Division. 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. Ochoa shall remit the civil penalty by certified mail, return receipt requested, to the Agent Services Division along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Agent Services Division no later than **March 04, 2022**. 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 Agent Services Division's disciplinary power in any future examination of Mr. Ochoa or in any other complaints involving Mr. Ochoa.
3. Mr. Ochoa 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. Ochoa 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. Ochoa 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 Agent Services Division. Following the execution of this Agreement, all licenses issued by the Agent Services Division to Mr. Ochoa shall reflect that Regulatory Action has been taken against him. The Agent Services Division 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 Agent Services Division, upon request, routinely provides 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 Agent Services Division has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The Agent Services Division cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

**N.C. Department of Insurance  
Agent Services Division**



By: Mario Avila Ochoa  
License No. 0019308563



By: Angela Hatchell  
Deputy Commissioner

Date: 2-26-2022

Date: 3/2/2022