



**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
OF OTC NATIONAL, LLC
LICENSE NO. 10000273555**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, OTC NATIONAL, LLC (hereinafter "OTC") 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, which includes the regulating and licensing of insurance agents and business entities selling, soliciting, or negotiating insurance; and

WHEREAS, OTC, domiciled in Pennsylvania, currently holds a non-resident Corporation (Business Entity) license issued by the Department; and

WHEREAS, North Carolina General Statute § 58-33-31(b)(2) requires business entities to designate a licensed producer (DRLP), who is a natural person, responsible for the business entity's compliance with the insurance laws and administrative rules of this State and orders of the Commissioner; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, OTC executed a Voluntary Forfeiture Agreement with the State of Missouri, Department of Commerce & Insurance, effective July 27, 2020 wherein OTC agreed to surrender and forfeit the sum of \$450.00 into the State School Moneys Fund for failure to timely file the Annual Financial Interest Report and Affiliated Arrangement Report that were due March 31, 2020, a violation of Sections 381.029.3 and 381.029.4 RSMo (2016) and Missouri Regulation 20CSR 500-7.070; and

WHEREAS, OTC failed to report this administrative action taken against its license within 30 days after the final disposition of that matter as required by North Carolina insurance law, and therefore was in violation thereof; and

WHEREAS, OTC admits to this violation of North Carolina General Statute § 58-33-32(k); 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, OTC has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of itself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against OTC; 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, OTC and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, OTC 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." OTC 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 2, 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 OTC or in any other complaints involving OTC.
3. OTC enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. OTC understands it 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. OTC understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's or business entity'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 OTC shall reflect that Regulatory Action has been taken against it. 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, upon request, will routinely provide 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 your business entity, 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.

OTC NATIONAL, LLC
License No. 10000273555

NC. Department of Insurance



By: Diane Coler-Riffle
DRLP



By: Angela Hatchell
Deputy Commissioner

Date: 04/09/2021

Date: 4/12/2021