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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

1 of 2

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF DIANA LYNN ROBERTS
LICENSE NO. 0007446144

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, Diana Lynn Roberts (hereinafter "Ms. Roberts") 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, and for regulating and licensing insurance agents; and

WHEREAS, Ms. Roberts currently holds a non-resident producer's license with the Department with authority for Accident & Health or Sickness and a Medicare Supplement Long-Term Care license; and

WHEREAS, North Carolina General Statute § 58-33-46(a)(1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued by the Department for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, Ms. Roberts applied for and was issued a license with authority Accident and Health insurance on or about August 28, 2013; and

WHEREAS, Ms. Roberts applied for and was issued a Medicare Supplement Long-Term Care license on or about October 29, 2013; and

WHEREAS, on each of these two applications, Ms. Roberts answered "No" to the screening question: "Have you ever been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime?"; and

WHEREAS, Ms. Roberts pled guilty to and was convicted of the felony criminal charge of Resisting/Interfering With Arrest, Detention or Stop on December 1, 2009 in Christian County Missouri; and

WHEREAS, Ms. Roberts did not acknowledge this past criminal conviction on her August 28, 2013 and October 29, 2013 applications in violation of North Carolina General Statute § 58-33-46(a)(1); and

WHEREAS, Ms. Roberts admits to these violations of North Carolina General Statute § 58-33-46(a)(1); and

WHEREAS, Ms. Roberts has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of herself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Ms. Roberts; 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.

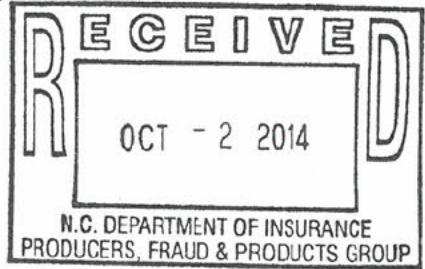
NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Ms. Roberts and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Roberts shall pay a civil penalty of **\$500.00** 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." Ms. Roberts 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 **September 29, 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 public schools.
2. This Agreement does not in any way affect the Department's disciplinary power in any future examination of Ms. Roberts or in any other complaints involving Ms. Roberts.
3. Ms. Roberts enters into this Agreement, on behalf of herself, freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Roberts understands she 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. Ms. Roberts 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 Department. Following the execution of this Agreement, any and all licenses issued by the Department to Ms. Roberts shall reflect that Regulatory Action has been taken against her. 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 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.

2nd
This the ~~24th~~ day of ~~September~~ *October*, 2014.



North Carolina Department of Insurance

[Redacted Signature] _____
By: Diana Lynn Roberts
License No. 0007446144

[Redacted Signature] _____
By: Angela Ford
Senior Deputy Commissioner

10-2-14