

**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
JASON A. ROBERTS**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Jason A. Roberts (hereinafter “Mr. Roberts”) 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 Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents and agencies; and

WHEREAS, Mr. Roberts applied for resident North Carolina Life, Property, and Casualty agent licenses on July 28, 2021; and

WHEREAS, Mr. Roberts was previously licensed by the Agents Services Division from July 14, 2009 until December 31, 2019 when his license expired for failing to meet Continuing Education requirements as set forth in N.C. Gen. Stat. §58-33-130(c) and 11 NCAC 6A.0811(a); and

WHEREAS, Department records indicate that a letter dated February 03, 2020 was mailed to Mr. Roberts informing him that his license expired for failure to meet the minimum continuing education requirements. Mr. Roberts was informed that if he completed the deficit hours by April 30, 2020, complete the “Request for Reinstatement of License” form and submit it with the appropriate fee to “Prometric, he could request to have his license reinstated; and

WHEREAS, Mr. Roberts did not respond to the Department’s letter, or follow the procedure for reinstatement; and

WHEREAS, on or about August 11, 2021, the Agents Services Division was advised that Mr. Roberts continued to act as an agent for at least one carrier after his license expired; and

WHEREAS, N.C. Gen. Stat. § 58-33-5 provides: A person shall not sell, solicit, or negotiate insurance in this State unless the person is licensed for that kind of insurance in accordance with Article 33 of Chapter 58 of the General Statutes of North Carolina; and

WHEREAS, N.C. Gen. Stat. § 58-33-26(a) & (b) provide:

(a) No person shall act as or hold himself or herself out to be an agent, broker, limited representative, adjuster, or motor vehicle damage appraiser unless duly licensed.

(b) No agent, broker, or limited representative shall make application for, procure, negotiate for, or place for others, any policies for any kinds of insurance as to which that person is not then qualified and duly licensed; and

WHEREAS, N.C. Gen. Stat. § 58-33-40(a) provides that no person shall solicit, negotiate, or otherwise act as an agent for an insurer unless appointed by such insurer; and

WHEREAS, N.C. Gen. Stat. § 58-33-120 provides among other things, that if any person shall assume to act as an agent without license as is required by law shall violate any provision of law contained in Articles 1 through 64 of Chapter 58 of the General Statutes of North Carolina, the punishment for which is not elsewhere provided for, shall be deemed guilty of a Class 1 misdemeanor; and

WHEREAS, by continuing to act as an agent after his license had expired, Mr. Roberts was in violation of N.C. Gen. Stats. §§ 58-33-5, 58-33-26(a) & (b), and 58-33-40; and

WHEREAS, N. C. Gen. Stat. § 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. Roberts 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. 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, Mr. Roberts and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Roberts shall pay a civil penalty of **\$1,000.00** 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. Roberts 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 **December 01, 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 Agent Services Division's disciplinary power in any future examination of Mr. Roberts, or in any complaints involving Mr. Roberts.

3. Mr. Roberts 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. Roberts 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. 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 Agent Services Division. Following the execution of this Agreement, all licenses issued by the Agent Services Division to Mr. Roberts shall reflect that Regulatory Action has been taken against him. 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 Agent Services Division, upon request, routinely provides a copy of the voluntary settlement agreement to all companies that have licensed the producer.
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: Jason A. Roberts


By: Angela Hatchell
Deputy Commissioner

Date: 11-4-21

Date: 11/10/2021