



**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 JERMAINE M. SMITH  
LICENSE NO. 0017777004**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Jermaine M. Smith (hereinafter "Mr. Smith") 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**, Mr. Smith currently holds a non-resident producer's license with authority for Life, and Accident & Health or Sickness lines of insurance and a non-resident Medicare Supplement Long-Term Care insurance license issued by the Department; 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**, information was made available to the Department that Mr. Smith pled guilty in the 13<sup>th</sup> Judicial Circuit Court of the State of Florida in and for Hillsborough County, Criminal Division, to the felony charge of Possession of Cannabis on November 17, 2005 (Case-2003-CF-021783), the Court withheld adjudication and placed Mr. Smith on probation for twenty-four (24) months; and

**WHEREAS**, Mr. Smith on his original application for licenses issued to him by the Department on or about December 2015 and thereafter failed to disclose his past criminal convictions as requested and required thereon in violation of the provisions of N. C. Gen. Stat. § 58-33-46 (a) (1); and

**WHEREAS**, Mr. Smith admits to this violation of N. C. Gen. Stat. § 58-33-46 (a) (1);  
and

**WHEREAS**, N. C. 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**, Mr. Smith has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Smith; 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. Smith and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Smith 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." Mr. Smith 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 **May 10, 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 Mr. Smith or in any other complaints involving Mr. Smith.
3. Mr. Smith 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. Smith 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. Smith 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, all licenses issued by the

Department to Mr. Smith 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 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 you, 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.

**N. C. Department of Insurance**



By: Jermaine M. Smith  
License No. 0017777004



By: Angela Hatchell  
Deputy Commissioner

Date: 5/7/2021

Date: 5/13/2021