

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF SUTTON LAND TITLE AGENCY, LLC
CORPORATION LICENSE: 1000011718

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, SUTTON LAND TITLE AGENCY, LLC (hereinafter "(SUTTON TITLE)") 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 business entities; and

WHEREAS, SUTTON TITLE currently holds a non-resident Corporation (Business Entity) License with the Department; and

WHEREAS, North Carolina Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for violating any insurance law of this or any other state; and

WHEREAS, North Carolina Gen. Stat. § 58-33-31(b) (2) requires licensed business entities to designate a responsible licensed producer (DRLP), who is a natural person, who is 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 designated producers on behalf of the licensed business entity to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State within 30 days after the final disposition of the matter; and

WHEREAS, SUTTON TITLE failed to pay the statutorily mandated annual title agency administrative agency surcharge due on or before January 30, 2017 levied by the Florida Department of Financial Services and entered into a Consent Order dated June 20, 2017 in which

SUTTON TITLE agreed to pay an administrative penalty in the amount of \$1500.00, which administrative action was not reported to this Department within 30 days after the final disposition of the matter as required by North Carolina insurance law; and

WHEREAS, SUTTON TITLE admits to this violation of North Carolina General Statute § 58-33-32(k); and

WHEREAS, SUTTON TITLE has agreed to settle, compromise, and resolve the matter referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against SUTTON TITLE; 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, SUTTON TITLE and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, SUTTON TITLE 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." SUTTON TITLE 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 **August 15, 2018**. 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 SUTTON TITLE, or in any other complaints involving SUTTON TITLE.
3. SUTTON TITLE enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. SUTTON TITLE 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. SUTTON TITLE understands that N.C.G.S. § 58-33-46(a)(2) provides that a business entity's license may be revoked for violating an Order of the Commissioner.

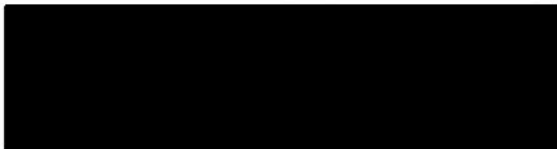
5. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, all licenses issued by the Department to SUTTON TITLE shall reflect that Regulatory Action has been taken against it. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreements 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.

SUTTON LAND TITLE AGENCY, LLC
License No. 1000011718

North Carolina Dept. of Insurance



By: **Howard J. Kopel**
DRLP



By: **Teresa Knowles**
Deputy Commissioner

Date: 7/13/18

Date: 07/26/18