

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

106 762

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

RECEIVED IN AGENT SERVICES	
AS. - N.C.D.O.I.	
OCT 27 2015	
CHECK NO. [REDACTED]	
CHECK AMT. [REDACTED]	
PROCESSOR <i>DBA</i>	

IN THE MATTER OF THE LICENSURE
OF JAMES TATE
NPN 6569549

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME James Tate ("Mr. Tate") and the North Carolina Department of Insurance ("Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance producers; and

WHEREAS, Mr. Tate holds insurance producer licenses issued by this Department; and

WHEREAS, N.C. General Statute § 58-33-32(k) requires a producer to report to the Commissioner of Insurance any administrative action taken against the producer in another state or by another governmental agency in North Carolina within 30 days after the final disposition of the matter.

WHEREAS, Mr. Tate violated N.C. General Statute § 58-33-32(k) by failing to timely report an administrative action taken against Mr. Tate in another state.

WHEREAS, under N.C. General Statute § 58-33-46(a)(2), the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 for violating any insurance law of this or any other state or violating any administrative rule, subpoena, or order of the Commissioner or of another state's insurance regulator.

WHEREAS, Mr. Tate and the Department have agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Tate.

WHEREAS, pursuant to N.C. General Statute § 58-2-70(g), the Commissioner and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or as to any civil penalty or restitution.

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter.

WHEREAS, the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW, THEREFORE, in exchange for, and in consideration of the promises and agreements set out in this Agreement, the Department and Mr. Tate hereby agree to the following:

1. Mr. Tate agrees to pay a civil penalty of two hundred and fifty dollars (\$250.00) to the Department. The civil penalty must be paid with a certified check, cashier's check, or money order; and must be received by the Department contemporaneously with the executed Agreement, signed by Mr. Tate, no later than November 9, 2015. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution and N.C. General Statute § 115C-457.2 for the benefit of the public schools.

2. Mr. Tate enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Tate understands that he may consult with an attorney before entering into this Agreement.

3. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Mr. Tate or in any other complaints involving Mr. Tate.

4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Tate understands that N.C. General Statute 58-33-46(a)(2) provides that his license may be revoked for violating an Order of the Commissioner.

5. Mr. Tate has read and understands this Agreement and agrees to abide by the terms and conditions stated in this Agreement.

6. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. 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 the NAIC and all companies that have appointed the licensee.

7. This Agreement shall become effective when signed and attested to by Mr. Tate and the Department.

8. Mr. Tate understands that if a state or federal regulator other than the Department has issued an occupational or professional license to Mr. Tate, that regulator may require Mr. Tate to report this administrative action to that state or federal regulator. The Department cannot give any legal advice as to the specific reporting requirements of other state or federal regulators.

29th
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This the 17 day of OCT, 2015.

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted Signature] James Tate

By: [Redacted Signature] Angela Ford Senior Deputy Commissioner

10-29-15

