

NOW COME, Layla Espinel (hereinafter "Ms. Espinel") and the Agent Services Division of the North Carolina Department of Insurance (hereinafter "Agent Services Division"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Agent Services Division 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, Ms. Espinel currently holds a nonresident insurance producer license with authority for Accident and Health or Sickness and Life lines of insurance issued by the North Carolina Department of Insurance, License No. 20407181; and

WHEREAS, on or about November 22, 2024, the Agent Services Division became aware that Ms. Espinel had received an administrative action against her license application in the state of Delaware on November 12, 2024; and

WHEREAS, on or about July 17, 2024, the Agent Services Division became aware that Ms. Espinel had received an administrative action against her license application in the state of South Dakota on June 11, 2024; and

WHEREAS, N.C. Gen. Stat. § 58-33-32(k) requires that "a producer shall report to the Commissioner any administrative action taken against the producer in another state [...] within 30 days after the final disposition of the matter;" and

WHEREAS, Ms. Espinel failed to report the administrative actions taken against her in Delaware and South Dakota within 30 days of the final respective disposition of the matters; and

WHEREAS, Ms. Espinel admits to having reported the administrative action taken against her after the statutory deadline; and

WHEREAS, Ms. Espinel has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of herself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on the violations described above in this agreement; and

WHEREAS, this Agreement is civil in nature and does not preclude criminal prosecution that may result from investigations, if any, conducted by the North Carolina Department of Insurance's Criminal Investigation Division for violation of criminal laws; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Agent Services Division 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. Espinel and the Agent Services Division hereby agree to the following:

- 1. Ms. Espinel will update her contact information on record with the Agent Services Division and render a monetary penalty of <u>five hundred dollars</u> (\$500.00).
- 2. Ms. Espinel shall return a signed copy of this agreement by hand delivery or U.S. Certified Mail, return receipt requested, addressed to "NCDOI Agent Services Division (Attention: Melody Hocutt), 1204 Mail Service Center, Raleigh, NC 27699-1204." The monetary penalty and the signed Agreement must be received by the Department no later than Friday, October 31, 2025. 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.
- 3. This Agreement does not in any way affect the North Carolina Department of Insurance's or the Agent Service Division's disciplinary power in any future examination or complaints involving Ms. Espinel outside of the current investigation.
- 4. Ms. Espinel enters into this Agreement, on behalf of herself, freely and voluntarily and with the knowledge of the right to have an administrative hearing on this matter.
- 5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Espinel understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that an insurance producer license may be revoked for violating an Order of the Commissioner.

- 6. This Agreement, when finalized, will be a public record and will not be held confidential by the North Carolina Department of Insurance or the Agent Services Division. Following the execution of this Agreement, all licenses issued by the North Carolina Department of Insurance to Ms. Espinel shall reflect that Regulatory Action has been taken against her. The North Carolina Department of Insurance 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 North Carolina Department of Insurance routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
- 7. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
- 8. Be aware that if a state or federal regulator other than the North Carolina 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 North Carolina Department of Insurance cannot give you legal advice as to the specific report requirements of other state or federal regulators.

Layla Es <sub>l</sub> N.C. Lice	pinel nse No. 20407181	
Date:	10/4/2025	

AGENT SERVICES DIVISION OF THE NORTH CAROLINA DEPARTMENT OF INSURANCE

			^
By: _			
Date:	0	28	2025