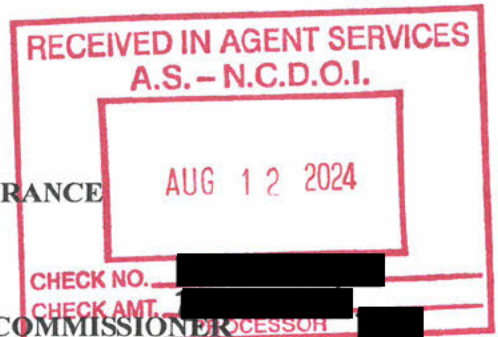


**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE  
OF THE FITTS AGENCY, INC.  
NPN: 5852119**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, the FITTS AGENCY, INC. (hereinafter "FITTS") 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 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 business entities that sell, solicit, or negotiate insurance contracts; and

**WHEREAS**, FITTS, domiciled in Alabama, currently holds a non-resident Corporation (Business Entity) License with the Department; and

**WHEREAS**, North Carolina General Statute § 58-33-31(b)(2) requires business entities to designate a licensed producer (DRLP), who is a natural person, responsible for the business entity's compliance with the insurance laws and administrative rules of this State and orders of the Commissioner; 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**, FITTS, on its February 21, 2023 North Carolina license renewal application answered "No" to Question No. 2 thereon, "Has the business entity or any owner, partner, officer or director of the business entity, manager or member of a limited liability company, been named or involved as a party in an administrative proceeding, including a FINRA sanction or arbitration proceeding, regarding any professional or occupational license, or registration which has not been previously reported to this insurance department?"; and

**WHEREAS**, the Kansas Department of Insurance, effective February 17, 2023 denied FITTS' renewal application for licensure for failing to disclose on the application an administrative action taken by the State of Washington Department of Insurance, effective November 09, 2022, in revoking the FITTS

agency's license for failure to have at least one affiliated licensee in the State of Washington, and failure to respond to inquiries in connection therewith; and

**WHEREAS**, FITTS, by not including information on its renewal application dated February 21, 2023 regarding the Kansas administrative action as requested and required thereon, was in violation of the provisions of N. C. Gen. Stat. § 58-33-46 (a) (1); and

**WHEREAS**, North Carolina General Statute § 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**, FITTS has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of itself, and the Agent Services Division has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against FITTS; 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, FITTS and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, FITTS 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." FITTS 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 **August 26, 2024**. 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 FITTS or in any other complaints involving FITTS.
3. FITTS enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. FITTS 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. FITTS 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 FITTS shall reflect that Regulatory Action has been taken against it. The Agent Services Division 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, will provide a copy of a voluntary settlement agreement to any company that has 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 Agent Services Division has issued an occupational or professional license to your business entity, 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.

**FITTS AGENCY, INC.**  
**NPN: 5852119**

**NC. Department of Insurance**  
**Agent Services Division**



By: David Wright  
Chief Financial Officer



By: Joe Wall  
Deputy Commissioner

Date: 7/25/24

Date: 8/12/2024