

**N. C. DEPARTMENT OF INSURANCE
AGENT SERVICES DIVISION
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF JOEL HELMS
NPN: 16822785**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Joel Helms (hereinafter "Mr. Helms") and the N. C. Department of Insurance Agent Services Division (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, brokers, limited representatives, adjusters, and motor vehicle damage appraisers; and

WHEREAS, Mr. Helms currently holds a non-resident adjuster's license issued by the Agent Services Division; 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, Mr. Helms answered "No" to the questions on his non-resident adjuster license application dated May 14, 2024 for licensure with the Agent Services Division to the questions thereon regarding past criminal history (misdemeanors and felonies) and regulatory actions taken against his license by other state regulators; and

WHEREAS, information made available to the Agent Services Division contained in an Alabama Department of Insurance Department Consent Order, effective May 06, 2024, revealed that Mr. Helms on July 31, 1986 in the U.S. District Court, Northern District of Alabama was charged with the felony crime of Conspiracy to Commit Fraud. Mr. Helms pled guilty on October 14, 1986 and was sentenced to four years, suspended to one year and one day imprisonment, \$2500.00 fine and 100 hours of community service. After four months, Mr. Helms was released to a Halfway House. The Alabama Consent Order also noted that Mr. Helms was previously charged with Theft, first degree, Larceny, first degree, and Negotiating a Worthless Check, all of which have been adjudicated. Mr. Helms, by not including such information on his application for licensure was deemed in violation of Alabama insurance

law and was required to pay a fee of \$250. The Consent Order stated that it did not constitute an issuance of the license, but indicated that a license would be issued if Mr. Helms was otherwise qualified

WHEREAS, the Alabama Consent Order also stated that action as an insurance adjuster is deemed to be within the business of insurance subject to 18 U.S.C. Section 1033(e) and constitutes Consent under 18 U.S.C. Section 1033(e) for the Applicant to act as an insurance adjuster in Alabama provided the Applicant has qualified for and is issued an Alabama resident adjuster license; and

WHEREAS, by providing materially incorrect and materially untrue information in the license application Mr. Helms 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, N. C. Gen. Stat. § 58-2-70 provides that whenever the Commissioner has reason to believe that any person has violated any law that would subject the license or certification of that person to suspension or revocation, the Commissioner is authorized, in lieu of a hearing, to negotiate a mutually acceptable agreement as to the status of the person's license or certificate or to any civil penalty or restitution; and

WHEREAS, Mr. Helms has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Mr. Helms; and

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Mr. Helms and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Helms shall pay a civil penalty of **\$250.00** to the Agent Services Division. 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. Helms 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 **October 17, 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 Mr. Helms or in any other complaints involving Mr. Helms.
3. Mr. Helms 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. Helms 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. Helms 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 Mr. Helms shall reflect that Regulatory Action has been taken against him. 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, routinely provides 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 Agent Services Division has issued an occupational or professional license to you, 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.

N.C. Department of Insurance
Agent Services Division



By: Joel Helms
NPN: 16822785



By: Joe Wain
Deputy Commissioner

Date: 9-19-2024

Date: 9/25/2024