

NORTH CAROLINA DEPARTMENT OF INSURANCE RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA COUNTY OF WAKE BEFORE THE COMMISSIONER
OF INSURANCE
AGENT SERVICES DIVISION

IN THE MATTER OF THE LICENSURE OF JASON LEE JENNINGS NPN: 18529587

VOLUNTARY SETTLEMENT AGREEMENT

**NOW COME**, Jason Lee Jennings (hereinafter "Mr. Jennings) 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 agencies; and

WHEREAS, Mr. Jennings currently holds a Non-Resident-Producer's license with authority for Life and Accident and Health or Sickness lines of insurance and a Medicare Supplement-Long Term Care Insurance license issued by the Agent Services Division; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, Mr. Jennings was the subject of an administrative action taken by the Indiana Department of Insurance, effective February 29, 2024, wherein his license was suspended for not furnishing a full and complete report listing each insurer with which the licensee held an appointment as required by Indiana insurance law; and

WHEREAS, Mr. Jennings was the subject of an administrative action taken by the Louisiana Department of Insurance, effective April 26, 2022, wherein his producer's license was revoked for failure to disclose on his application for licensure that the New York State Department of Financial Services had denied his application for licensure, that he answered "no" to the question on his application whether he was ever involved as a party in any administrative action taken against his license, and that he failed to respond to inquiries for further documentation and explanation as to why such information was not included on his applications; and

WHEREAS, Mr. Jennings was the subject of an administrative action taken by the New York State Department of Financial Services, effective December 15, 2022, wherein his application for licensure was denied for failure to make required disclosures thereon and failure to respond to Department inquiries; and

WHEREAS, Mr. Jennings was the subject of an administrative action taken by the Kansas Department of Insurance, effective December 01, 2022, wherein his application for licensure was denied for failure to make required disclosures thereon and failure to report other state action taken against his license; and

WHEREAS, Mr. Jennings did not report the Indiana, Louisiana, New York, and Kansas administrative actions within 30 days after the final disposition of those matters and therefore was in violation of the provisions of North Carolina General Statute § 58-33-32(k); 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. Jennings 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 this matter against Mr. Jennings; 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, Mr. Jennings and the Department hereby agree to the following:

- 1. Immediately upon the signing of this Agreement, Mr. Jennings shall pay a civil penalty of \$500.00 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 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 Department no later than <a href="September 12">September 12</a>, 2024. The civil penalty shall be subject to disbursement in accordance with the provisions of 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. Jennings or in any other complaints involving Mr. Jennings.

- 3. Mr. Jennings 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. Jennings 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. Jennings 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 <u>not</u> be held confidential by the Agent Services Division. Following the execution of this Agreement, all licenses issued by the Agents Services Division to Mr. Jennings 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, will provide a copy of the voluntary settlement agreement to 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: Jason Lee Jennings

By: Joe Wall

**Deputy Commissioner** 

Date: 10-25-24

NPN: 18529587

Date:

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