

**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
EDITH LYNETT JONES
NPN: 20081308**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Edith Lynett Jones (hereinafter "Ms. Jones") 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 insurance agencies; and

WHEREAS, Ms. Jones currently holds a resident producer's license with authority for Property and Casualty lines of insurance issued by the Agent Services Division; and

WHEREAS, the Criminal Investigation Division (CID) of the Department of Insurance received an anonymous complaint regarding alleged fraud being committed at the Bembridge Insurance Agencies Inc. Gatesville, N.C. office. Alleged violations included no agent being at the location where insurance was being written, agency staff writing business under other person's names, forging signatures, funds being mingled and moved from account to account, and employees not being paid on time. CID referred the matter to the Agent Services Division; and

WHEREAS, Department investigators entered the Gatesville, N.C. office on May 17, 2023 and interviewed Ms. Jones who was the only employee working at that office. Bembridge Insurance Agencies, Inc. has multiple offices within and out of the State. Ms. Jones was hired on August 30, 2021 to work at that office. Ms. Virginia Bembridge, mother of the owner of the agency, and a licensed agent, purportedly was often in the agency with Ms. Jones while she was unlicensed. Ms. Jones obtained her producer's license on April 04, 2022; and

WHEREAS, an Agent Services Division investigator observed 3 statements of no loss for Cody Weber dated November 19, 2021, December 20, 2021, and March 14, 2022. The producer signatures appear to be that of Ms. Jones. Ms. Jones was not licensed until April 4, 2022; and

WHEREAS, an Agent Services Division investigator observed 3 statements of no loss for Crystal Riddick dated November 5, 2021 and December 23, 2021, and November 1, 2022. The producer signatures appear to be that of Ms. Jones. Ms. Jones was not licensed until April 4, 2022; and

WHEREAS, N.C. Gen. Stat. § 58-33-26(a) provides that: No person shall act as or hold himself or herself out to be an agent, broker, limited representative, adjuster, or motor vehicle damage appraiser unless duly licensed; and

WHEREAS, N.C. Gen. Stat. § 58-33-26(b) provides that: No agent, broker, or limited representative shall make application for, procure, negotiate for, or place for others, any policies for any kind of insurance as to which that person is not then qualified and duly licensed; and

WHEREAS, by acting in the capacity of a licensed agent while she was not properly licensed Ms. Jones was in violation of the provisions of N.C. Gen. Stat. § 58-33-26(a) and (b); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance 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 certificate or as to any civil penalty or restitution”; and

WHEREAS, Ms. Jones 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 these matters against Ms. Jones; and

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

1. Immediately upon the signing of this Agreement, Ms. Jones 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 to the “North Carolina Department of Insurance.” Ms. Jones 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 Department no later than **March 04, 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 Ms. Jones or in any other complaints involving Ms. Jones.
3. Ms. Jones enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Jones understands she 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. Ms. Jones understands that N.C.G.S. § 58-33-46(a)(2) provides that an agent’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, any and all licenses issued by the Department to Ms. Jones shall reflect that Regulatory Action has been taken against her. 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

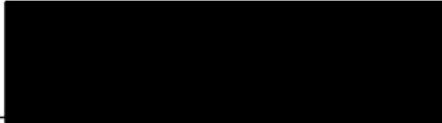
Division, upon request, will routinely provide a copy of the voluntary settlement agreement to all companies that have appointed the licensee.

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 regulator.

**N. C. Department of Insurance
Agent Services Division**



By: Edith Lynett Jones
NPN: 20081308



By: Joe Wall
Deputy Commissioner

Date: 3/4/24

Date: 3/12/2024