



**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 NATALIE PARKER
LICENSE NO. 19717209**

**VOLUNTARY SETTLEMENT
AGREEMENT**

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

WHEREAS, the Agent Services Division regulates and licenses insurance agents in North Carolina; and

WHEREAS, Ms. Parker currently holds a nonresident insurance producer's license issued by the North Carolina Department of Insurance on October 25, 2022 with lines of authority for Accident & Health or Sickness and Life insurance; and

WHEREAS, on December 31, 2022, Ms. Parker enrolled a North Carolina resident, Kathy Strong, in a qualified health insurance plan through the federally-facilitated exchange; and

WHEREAS, on December 31, 2022, Ms. Parker enrolled Ms. Strong in the Ambetter CMS Standard Silver HMO health plan offered by Ambetter of North Carolina, Inc.; and

WHEREAS, on December 31, 2022, Ms. Parker had not been appointed by Ambetter of North Carolina, Inc. as its agent; and

WHEREAS, N.C. Gen. Stat. § 58-33-40(a) provides that "no individual who holds a valid insurance producer license issued by the Commissioner shall, either directly or for an insurance agency, solicit, negotiate, or otherwise act as an agent for an insurer by which the individual has not been appointed[;]" and

WHEREAS, N.C. Gen. Stat. § 58-33-40(b) provides a limited safe haven for licensed insurance producers who solicit, negotiate, or otherwise act as an agent for an insurer by which the licensee has not been appointed, specifying that the insurer shall file "a notice of appointment within 15 days after the date the first insurance application is submitted[;]" and

WHEREAS, Ms. Parker was not appointed to act as an agent of Ambetter of North Carolina, Inc. until March 22, 2023, and

WHEREAS, on the one hand, ASD contends that on December 31, 2022, Licensee solicited and negotiated an insurance product to Ms. Strong, a North Carolina consumer, on behalf of Ambetter of North Carolina, Inc. without an appointment from Ambetter of North Carolina, Inc.

in violation of N.C. Gen. Stat. §§ 58-33-40(a), while on the other, Licensee does not admit to violating any North Carolina law or regulation; and

WHEREAS, among other things, N.C. Gen. Stat. § 58-33-46(a)(2) authorizes the North Carolina Insurance Commissioner to suspend, revoke, place on probation, or refuse to renew a license should a licensee violate "any insurance law of this or any other state[.]" and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Agent Services Division, as an authorized designee of the Commissioner of Insurance, has express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's North Carolina insurance license, or as to any civil penalty or restitution; and


WHEREAS, Ms. Parker 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 against Ms. Parker based on the violation identified herein; 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. Parker and the Agent Services Division hereby agree to the following:

1. Upon signing this Agreement, Ms. Parker shall pay a civil penalty of two hundred fifty dollars (**\$250.00**) to the Agent Services Division. The form of payment shall be by certified check, cashier's check, a check drawn off an attorney's trust account, 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."
2. Together with the civil penalty payment, Ms. Parker shall return a signed copy of this Agreement by certified mail, return receipt requested, or Federal Express addressed to "NCDOL Agent Services Division (Attention: Tommy Walls), 1204 Mail Service Center, Raleigh, N.C. 27699-1204." **The civil penalty and signed Agreement must be received by the Department no later than Thursday, August 17, 2023.** 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 Department's or the Agent Services Division's disciplinary power in any future examination of Ms. Parker, or in any other cases or complaints involving Ms. Parker.
4. Ms. Parker enters into this Agreement freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Parker has consulted with an attorney prior to entering into this Agreement.


5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Parker 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 is not confidential. Following the execution of this Agreement, all licenses issued by the North Carolina Department of Insurance to Ms. Parker 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.
7. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
8. This Agreement between Ms. Parker and the Agent Services Division shall become effective when signed by Ms. Parker and by Angela Hatchell, Deputy Commissioner of the Agent Services Division.


Natalie Parker

N.C. License No. 19717209

Date: 08/14/2023

AGENT SERVICES DIVISION OF THE
NORTH CAROLINA DEPARTMENT OF INSURANCE


Deputy Commissioner of the Agent Services Division

Date: 8/17/2023