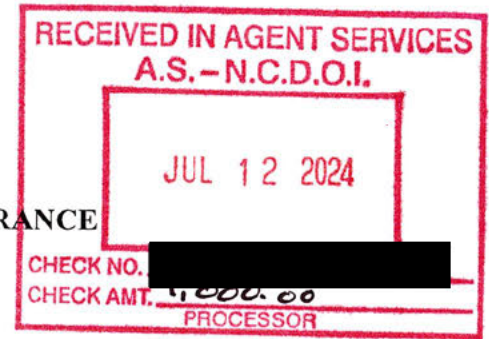


**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF
THE LICENSURE OF
ROSALYN CAMACHO ROSA
LICENSE NO. 16638687**

**VOLUNTARY SETTLEMENT
AGREEMENT**

And

**LATINO SERVI-TAX DBA
C & M INSURANCE AGENCY
LICENSE NO. 19400069**

NOW COME Rosalyn Camacho Rosa (hereinafter "Ms. Rosa"), Latino Servi-Tax DBA C & M Insurance Agency and the Agent Services Division of the North Carolina Department of Insurance (hereinafter "Agent Services"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance producers; and

WHEREAS, Ms. Rosa currently holds a resident producer's license with authority for Property, Casualty, Life, and Health insurance issued by the Department; and

WHEREAS, Latino Servi-Tax DBA C & M Insurance Agency (hereinafter, "the Agency") holds a producer license issued by the Department. Ms. Rosa owns and operates the Agency and is the designated licensed responsible producer of the Agency; and

WHEREAS, Agent Services' investigators conducted an audit of the Agency on January 10, 12, 26, and 29, 2024; and

WHEREAS, 11 NCAC 4.0429 states: "Commingling – The accounting records maintained by agents, brokers, and limited representatives shall be separate and apart from any other business records and demonstrate at all times that collected funds due to insurers and return premiums due to policyholders are available at all times"; and

WHEREAS, ASD investigators reviewed the bank records of the Agency's First Citizens bank account ending in 8895 from the time the account was opened in August 2020 through December 2023 and found Ms. Rosa and the Agency to have been in violation of 11 NCAC 4.0429 because the account had 29 negative balances resulting in overdrafts fees of \$1,728. On days when the account was negative and/or overdraft fees were charged, 116 premium drafts were presented for payment. This illustrates premium funds were not available to the carriers at all times; and

WHEREAS, 11 NCAC 4.0120 states: "Policy or Service Fees. An agent, broker, or limited representative who deals directly with an applicant and who intends to charge a policy or service fee in accordance with NCGS 58-33-85(b) shall not do so unless he complies with the following: (1) A sign that informs the applicant in large bold print that a policy or service fee of (amount) will be charged, shall be displayed in a prominent place so as to be seen and read from any part of the office lobby. (2) The applicant's consent in writing is obtained on a separate form each time a policy or service fee is charged. The form shall be entitled, "Policy or Service Fee Consent" and shall include the date and amount of each fee charged. (3) A dated receipt for the payment of a policy or service fee shall be issued either separately from the policy premium receipt or stated separately on the receipt issued for the policy premium"; and

WHEREAS, the Ms. Rosa and the Agency did not post the service fees in the agency and did not utilize a consent form in violation of 11 NCAC 4.0120; and

WHEREAS, 11 NCAC 4.0121 states: "Premium Payment Receipts – All premium payment receipts and copies issued by an agent, broker, or limited representative, shall be dated and contain the printed or stamped name and address of the agency or agent, broker, or limited representative, and the name of the insurer. Receipts shall be signed by the person accepting payment"; and

WHEREAS, the Agency's premium receipts do not always name the insurer as required by 11 NCAC 4.0121; and

WHEREAS, N.C. Gen. Stat. § 58-3-149(c) states, in pertinent part: "Certificates of insurance. . . It is unlawful for any person to knowingly prepare, issue, request, or require a certificate of insurance that meets any of the following criteria: . . . (2) Contains any false or misleading information concerning the policy of insurance to which the certificate of insurance makes reference. . . . (4) Includes information not contained in the underlying insurance policy"; and

WHEREAS, 2 of the 5 certificates of insurance that Agent Services investigators reviewed during the audit were issued in violation of N.C. Gen. Stat. § 58-3-149(c). One of the certificates listed the wrong insurance company and another of the certificates listed incorrect policy numbers for the general liability and excess liability policies in violation of N.C. Gen. Stat. § 58-3-149(c)(2). One of the certificates incorrectly listed the amount of the medical expense limit in violation of N.C. Gen. Stat. § 58-3-149(c)(4); and

WHEREAS, N.C. Gen. Stat. § 58-2-185 states: “Record of business kept by companies and agents; Commissioner may inspect. – All companies, agents, or brokers doing any kind of insurance business in this State must make and keep a full and correct record of the business done by them, showing the number, date, term, amount insured, premiums, and the persons to whom issued, of every policy or certificate or renewal. Information from these records must be furnished to the Commissioner on demand, and the original books of records shall be open to the inspection of the Commission when demanded”; and

WHEREAS, N.C. Gen. Stat. § 58-2-195(a) states: “Commissioner may require records, reports, etc., for agencies, insurance producers, and others. – The Commissioner is empowered to make and promulgate reasonable rules and regulations governing the recording and reporting of insurance business transactions by insurance agencies, insurance producers, and producers of record, any of which agencies, insurance producers, or producers of record are licensed in this State or are transacting insurance business in this State to the end that such records and reports will accurately and separately reflect the insurance business transactions of such agency, insurance producer, or producer of record in this State. Information from records required to be kept pursuant to the provisions of this section must be furnished the Commissioner on demand and the original records required to be kept pursuant to the provisions of this section shall be open to the inspection for the Commissioner or any other authorized employee described in G.S. 58-2-25 when demanded”; and

WHEREAS, 11 NCAC 19.0102(b) states: “Every agency, agent, broker, or producer of record shall maintain a file for each policy sold. The file shall contain all work papers and written communications in his or her possession pertaining to that policy. These records shall be retained for at least five years after the final disposition or, for domestic companies, until the Commissioner has adopted a final report of a general examination that contains a review of these records for that calendar year, whichever is later”; and

WHEREAS, 11 NCAC 19.0104 states: “POLICY RECORDS Each insurer or its agents shall maintain or cause to be maintained a record of each policy that specifies the policy period, basis for rating, and if terminated, documentation supporting policy termination by the insurer or policyholder, and accounting records indicating return premium amounts. These records shall be retained for at least five years after the termination of the policy or, for domestic companies until the Commissioner has adopted a final report of a general examination that contains a review of these records for that calendar year, whichever is later”; and

WHEREAS, Ms. Rosa and the Agency violated N.C. Gen. Stat. §§ 58-2-185 and 58-2-195(a), 11 NCAC 19.0102, and 11 NCAC 19.0104 by failing to retain deposit tickets and furnish them to the Department’s investigators upon request; and

WHEREAS the above violations of statutes and rules provide a basis to take disciplinary action against Mr. Rosa and Latino Servi-Tax’s producer licenses N.C. General Statute § 58-33-46(a)(2), which 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, the Agent Services has reviewed and approved the Corrective Action Plan which Ms. Rosa and the Agency submitted to the Agent Services in order to address the violations outlined in this Voluntary Settlement Agreement. The Corrective Action Plan is attached and incorporated with this Voluntary Settlement Agreement as Exhibit A; and

WHEREAS, Ms. Rosa and the Agency agree to immediately implement the Corrective Action Plan attached as Exhibit A; and

WHEREAS, Ms. Rosa and the Agency have agreed to settle, compromise, and resolve the matters referenced in this Agreement and Agent Services has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Ms. Rosa and the Agency; and

WHEREAS, Ms. Rosa, the Agency, and Agent Services Division hereby voluntarily enter into the following Agreement; and

WHEREAS, this Agreement is civil in nature and does not preclude criminal prosecution that may result from ongoing investigations by the Department's Criminal Investigation Division for violations of criminal laws; and

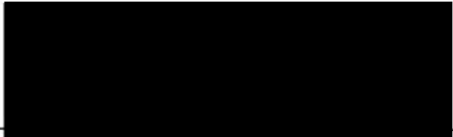
WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before Agent Services Division initiates an administrative hearing and have reached a mutually agreeable resolution of this matter as set out in this Agreement; and

WHEREAS, the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Agreement.

NOW, THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, Agent Services, Ms. Rosa, and the Agency hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Rosa shall pay a civil penalty of **\$1000.00** 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." Ms. Rosa shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than _____, **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. Ms. Rosa and the Agency agree to comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to them and to follow their Corrective Action Plan attached as Exhibit A.

3. This Agreement does not in any way affect the Department's disciplinary power in any future examination of Ms. Rosa or the Agency or in any other complaints involving Ms. Rosa and the Agency.
4. Ms. Rosa and the Agency into this Agreement, freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Rosa and the Agency have 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. Rosa and the Agency understand 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.
1. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to Ms. Rosa and the Agency shall reflect that Regulatory Action has been taken against them. The Department 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 Department routinely provides copies of voluntary settlement agreement to all companies that have appointed the licensee.
2. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
3. Ms. Rosa and the Agency voluntarily waive any right to notice of an administrative hearing and any right to a hearing on the violations and disciplinary action referenced in this Agreement. Ms. Rose and the Agency also waive any right to appeal and agrees not to challenge the validity of this Agreement in any way.
4. The promises, Agreements, representations, and consideration contained herein are not mere recitals but are contractual in nature.
5. This written document contains the entire Agreements between the parties. There are no other oral or written Agreements of any kind that alter or add to this Agreement.
6. This Agreement shall become effective when signed by Ms. Rosa and the Agent Services Division.
7. Be aware that if a state or federal regulator other than the N.C. Department of Insurance has issued an occupational or professional license to you and the Agency, that regulator may require you and the Agency to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.


By: Rosalyn Rosa
License No. 16638687

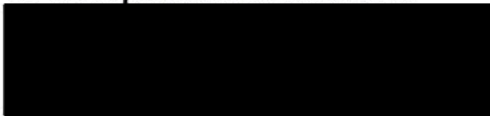
Date: 06/26 / 2024

Latino Servi-Tax
License No. 19400069

By: 
Rosalyn Rosa
Designated Licensed Responsible Producer

Date: 06/26 / 2024

N. C. Department of Insurance


By: Joe Wall
Deputy Commissioner


Date: 7/12 / 2024

Notarial Certificate or Acknowledgment

WAKE County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: ROSALYN CAMACHO ROSA

Date: 06/26/2024


(Official Signature of Notary)

Raul Cueva Camacho
(Notary's printed or typed name, Notary Public)

My commission expires: 8/23/27

RAUL CUEVA CAMACHO
Notary Public, North Carolina
Wake County
(Official Seal)
My Commission Expires
August 23, 2027

This certificate is attached to an Voluntary Settlement Agreement.