

**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 JACQUES D. SMITH
LICENSE NO. 0002766155**

**VOLUNTARY SETTLEMENT
AGREEMENT**



NOW COME Jacques D. Smith (hereinafter "Mr. Smith") and the North Carolina Department of Insurance (hereinafter "Department"), 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 agents; and

WHEREAS, Mr. Smith currently holds a non-resident producer's license with the Department with authority for Life and Accident & Health or Sickness lines of insurance and ; and Variable Life and Variable Annuity products; and

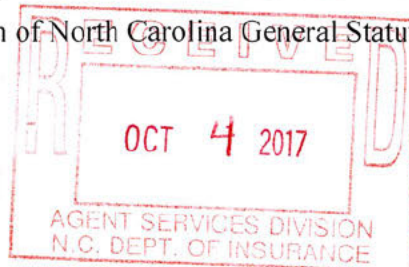
WHEREAS, North Carolina General Statute § 58-2-69(c) provides that if a licensee is convicted in any court of competent jurisdiction for any crime or offense other than a motor vehicle infraction, the licensee shall notify the Commissioner in writing of the conviction within 10 days after the date of the conviction; and

WHEREAS, North Carolina General Statute § 58-2-69(c) further provides: "As used in this subsection, "conviction" includes an adjudication of guilt, a plea of guilty, or plea of "nolo contendere"; and

WHEREAS, Mr. Smith pled guilty to and was convicted of the charges of misdemeanor disorderly conduct on February 7, 2017 before a Judge in Wayne County Municipal Court - Criminal & Traffic Division, Wooster, Ohio and was fined \$150.00, plus court costs; and

WHEREAS, Mr. Smith did not disclose this information within 10 days of the conviction as required by North Carolina General Statute § 58-2-69(c); and

WHEREAS, Mr. Smith admits to this violation of North Carolina General Statute 58-2-69(c) as set out herein; and



WHEREAS, Mr. Smith has agreed to settle, compromise, and resolve the matter referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on this matter against Mr. Smith; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department 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. Smith and the Department hereby agree to the following:

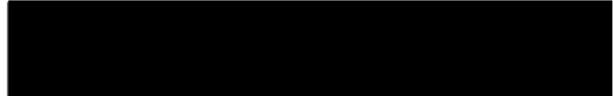
1. Immediately upon the signing of this Agreement, Mr. Smith shall pay a civil penalty of **\$250.00** to the Department. The form of payment shall be by certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Mr. Smith 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 **October 16, 2017**. 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 Department's disciplinary power in any future examination of Mr. Smith, or in any other complaints involving Mr. Smith.
3. Mr. Smith enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Smith 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. Smith 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 Department. Following the execution of this Agreement, any and all licenses issued by the Department to Mr. Smith shall reflect that Regulatory Action has been taken against him. 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.
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 N. C. Department of Insurance has issued an occupational or professional license to you, that regulator may require you 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.

This the 5th day of October, 2017.

North Carolina Department of Insurance


Jacques D. Smith
License No. 0002766155


By: H. Sije P. Harris
Senior Deputy Commissioner
PEP Group