

STATE OF NORTH CAROLINA COUNTY OF WAKE

BEFORE THE COMMISSIONER OF INSURANCE

IN THE MATTER OF THE LICENSURE OF SUPREME ALLIANCE, LLC LICENSE NO. 1000114587 NPN: 16171514 VOLUNTARY SETTLEMENT AGREEMENT

NOW COME, SUPREME ALLIANCE, LLC (hereinafter "SUPREME") 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 Voluntarily Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Agent Services Division has the authority and responsibility for enforcement of the insurance laws of this State, which includes the regulating and licensing of insurance agents and business entities selling, soliciting, or negotiating insurance; and

WHEREAS, SUPREME currently holds a non-resident Corporation (Business Entity) license issued by the Department; and

WHEREAS, N. C. Gen. Stat. § 58-33-46 (a) (1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of North Carolina for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, SUPREME executed a Letter of Acceptance, Waiver, and Consent (AWC) with FINRA, effective December 18, 2020, wherein SUPREME was fined in the amount of \$65,000.00 for failure to implement a written Identity Theft Prevention program reasonably designed to detect, prevent, and mitigate identity theft in connection with opening or retaining of customer accounts. SUPREME failed to include reasonable policies and procedures to identify or delete red flags of identity theft, and its procedures for responding to suspected identity theft were not tailored to its business. SUPREME failed to implement procedures set forth in its program when learning of a security breach to mitigate the risk of identity theft due to exposure of its customers' identity information to an unauthorized third person, violations of FINRA Rule2010 and Regulation S-ID of the Securities Act of 1934. SUPREME was required to notify affected customers of the breach; and

WHEREAS, SUPREME failed to disclose the FINRA administrative proceedings on its 2021 North Carolina license application as requested and required thereon; and

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WHEREAS, failure to include such information as required on such application constitutes a violation of the provisions of N. C. Gen. Stat. § 58-33-46 (a) (1); 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, SUPREME has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of itself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against SUPREME; 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, SUPREME and the Agent Services Division hereby agree to the following:

- 1. Immediately upon the signing of this Agreement, SUPREME 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." SUPREME 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 Agent Services Division no later than December 13, 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 Service's disciplinary power in any future examination of SUPREME or in any other complaints involving SUPREME.
- SUPREME enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. SUPREME understands it 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. SUPREME understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's or business entity'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 Agent Services Division to SUPREME shall reflect that Regulatory Action has been taken against it. 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 any company that has appointed the licensee.
- 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 your business entity, 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.

SUPREME ALLIANCE, LLC LICENSE NO. 1000114587

NPN: 16171514

NC. Department of Insurance Agent Services Division

By: Terry Raber Tracey Raber

By: Joe Wall Deputy Commissioner

Date: 11-14-24

Date: 11 20 2024