

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

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.

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**IN THE MATTER OF THE LICENSURE
OF T-MOBILE USA, INC.
LICENSE NO. 1000186492**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, T-MOBILE USA, INC. (hereinafter "T-MOBILE") 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, T-MOBILE USA currently holds a non-resident Portable Electronics Business Entity License with the Department; and

WHEREAS, North Carolina General Statute § 58-33-31(b)(2) requires business entities to designate a licensed producer (DRLP), who is a natural person, responsible for the business entity's compliance with the insurance laws and administrative rules of this State and orders of the Commissioner; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, T-MOBILE USA was fined in the amount of \$600.00 by the North Dakota Department of Insurance effective July 27, 2018 in an administrative action for requiring the enrollment of a customer in a portable electronics insurance program in order to purchase portable electronics, a violation of N.D.C.C § 26.1-25-16; and

WHEREAS, T-MOBILE USA failed to report this administrative action taken against its producer's license by the state of North Dakota to this Department within 30 days after the final disposition of that matter as required by North Carolina insurance law; and

WHEREAS, the Department finds that T-MOBILE USA has violated North Carolina General Statute § 58-33-32(k); 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, T-MOBILE USA has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of itself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against T-MOBILE USA; 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, T-MOBILE USA and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, T-MOBILE USA 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." T-MOBILE USA 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 **June 19, 2019**. The payment 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 T-MOBILE USA or in any other complaints involving T-MOBILE USA.
3. T-MOBILE USA 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. T-MOBILE USA 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. T-MOBILE USA understands 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.

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, all licenses issued by the Department to T-MOBILE USA shall reflect that Regulatory Action has been taken against it. 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 your business entity, 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.

T-MOBILE USA Inc.

License No. 1000~~000000~~

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NC. Department of Insurance

By: Kelsey Joyce
Vice President

By: Angela Hatchell
Deputy Commissioner

Date: 6/18/19

Date: 7/2/19