



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

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE
AGENT SERVICES DIVISION**

**IN THE MATTER OF
THE LICENSURE OF
CARMEN S. TURNER
NPN: 16146618**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Carmen S. Turner (hereinafter Ms. Turner) 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 Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Agent Services Division has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents and agencies; and

WHEREAS, Ms. Turner is licensed by the Agent Services Division as a Resident Producer with authority for Life, Accident Health & Sickness, Property and Casualty lines of insurance, and Variable Life and Annuity and Medicare Supplement Long-Term Care insurance licenses; and

WHEREAS, Agent Services Division investigators conducted a review of the Carmen Turner Agency, owned solely by Ms. Turner and located in Matthews, N.C., on February 06, 2024 to verify that all agency employees were appropriately licensed, to analyze the agency's financials, and to randomly review files to verify proper underwriting. The routine review was modified to a target examination based on violations observed during the investigation; and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(4) provides:

(a) The Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under this Article, in accordance with the provisions of Article 3A of Chapter 150B of the General Statutes, for any one or more of the following causes:

- (4) Improperly withholding, misappropriating, or converting any monies or properties received in the course of doing insurance business.

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(8) 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 NC, among other things, for demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere; and

WHEREAS, the investigators observed five (5) late deposits ranging in delays of seven (7) to thirty-six (36) days. The agency was notified by the insurer of the multiple late deposits. The agency staff, in the absence of Ms. Turner, continued to deposit funds late. Ms. Turner did not monitor the activity of her employees to ensure that pending deposits were made in a timely manner. Delays in depositing premium funds which are the property of the insurers are violations of N.C. Gen. Stat. § 58-33-46(a)(4) and (8); and

WHEREAS, Ms. Turner has filed a corrective action plan with the Agent Services Division which sets forth the actions already taken and/or to be taken to prevent future occurrences of the violations set forth herein; and

WHEREAS, N. C. Gen. Stat. § 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, Ms. Turner has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Ms. Turner; and

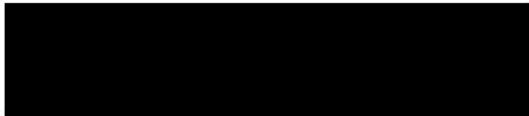
WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon the signing of this Agreement, Ms. Turner shall pay a civil penalty of **\$500.00** to the Agent Services Division. 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. Turner 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 09, 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 Services Division's disciplinary power in any future examination of Ms. Turner or in any complaints involving Ms. Turner.
3. Ms. Turner enters into this Agreement, freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Turner understands that she 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. Ms. Turner understand that N.C.G.S. § 58-33-46(a)(2) provides that an agency or 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 Agent Services Division. Following the execution of this Agreement, all licenses issued by the Agent Services Division to Ms. Turner reflect that Regulatory Action has been taken against her. 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 Agent Services Division, upon request, will provide a copy of the voluntary settlement agreement to all companies that have licensed the producer or the agency.
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 Agent Services Division has issued an occupational or professional license to you, 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.

**N. C. Department of Insurance
Agent Services Division**



By: Carmen S. Turner
NPN: 16146618



By: Jge Wall
Deputy Commissioner

Date: 12/5/2024

Date: 12/16/2024