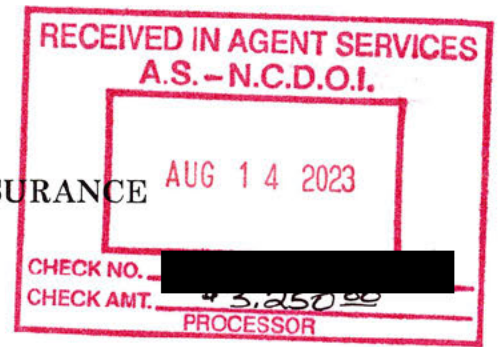


**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE
COMMISSIONER OF INSURANCE**

**IN THE MATTER OF
THE LICENSURE OF
RANDY DANIELS
(NPN 6561950)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME the Agent Services Division (the "ASD") of the North Carolina Department of Insurance (the "Department") and Randy K. Daniels ("Licensee") and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (the "Agreement");

WHEREAS, the Department has the authority and responsibility for regulating and licensing insurance producers; and

WHEREAS, Licensee currently holds a license as an insurance producer with lines of authority for Accident & Health or Sickness, Life, Casualty, Property, and Medicare Supplement Long-term Care; and

WHEREAS, at all relevant times for the purposes of this Agreement, Licensee was employed by the Southern Farm Bureau Life Insurance Company ("SFBLIC") and Farm Bureau; and

WHEREAS, the ASD received an anonymous complaint alleging Licensee had been forging customer signatures; and

WHEREAS, as a result of the above referenced complaint, ASD investigators visited the Pitt County Farm Bureau Agency-Winterville location on April 17, 18, 21, and 24, 2023, and visited the Pitt County Farm Bureau Agency-Greenville location on April 25, 26, 28, and May 2, 2023 to investigate the allegations; and

WHEREAS, as a result of their investigation, ASD Investigators noted signature discrepancies throughout Licensee's book of business; and

WHEREAS, Licensee admitted that while employed with the SFBLIC and

Farm Bureau Licensee signed another's name on multiple insurance applications and other documents, specifically:

- (1) signing Rebecca Barber's name to a personal auto policy application dated February 21, 2019;
- (2) signing Rebecca Barber's name to a homeowner policy application dated February 21, 2019;
- (3) signing Rebecca Barber's name to an alcohol questionnaire; and
- (4) signing Cameron Eatmon's name to a homeowner policy application dated November 20, 2018;

and

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 North Carolina General Statutes for using fraudulent, coercive or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business; and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(10) 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 North Carolina General Statutes for forging another's name to an application for insurance or to any document related to an insurance transaction; and

WHEREAS, Licensee's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-33-46(a)(8) for using dishonest practices and demonstrating untrustworthiness by representing as genuine the signature of Rebecca Barber and Cameron Eatmon when he had in fact signed for them; and

WHEREAS, Licensee's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-33-46(a)(10) for forging the signatures of Rebecca Barber and Cameron Eatmon; and

WHEREAS, pursuant to N.C. Gen. Stat. §58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license issued by the Department, or as to any civil penalty or restitution; and

WHEREAS, the parties to this Agreement desire to resolve this matter by agreement to avoid an administrative hearing regarding this matter; and

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

WHEREAS, the agency filed a corrective action plan with the Agent Services Division on July 31, 2023 setting forth actions taken and/or to be taken to prevent future occurrences of the violations set forth herein;

NOW, THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, the Department and Licensee hereby agree to the following:

1. Immediately upon signing this agreement, Licensee shall pay a civil penalty of **Three Thousand Two Hundred Fifty Dollars (\$3250.00)** to the Department. The form of payment shall be 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." Licensee shall remit the civil penalty by **certified mail, return receipt requested, to the Department, attention Jennifer Collins/Tara Williams at 1204 Mail Service Center, Raleigh, NC 27699-1204** along with the original of this Agreement bearing the signature of Licensee. The civil penalty and the signed Agreement must be received by the Department no later than September 1, 2023. 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. Licensee shall 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 insurance producers.

3. Licensee shall fully participate in and adhere to the Action Plan developed by the ASD in this matter.

4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Licensee understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that Licensee's license may be revoked for violating an Order of the Commissioner.

5. Licensee enters into this Agreement freely and voluntarily and with knowledge of Licensee's right to have an administrative hearing regarding this matter. Licensee acknowledges that he has consulted with his attorney, Crystal Carlisle, prior to entering into this Agreement.

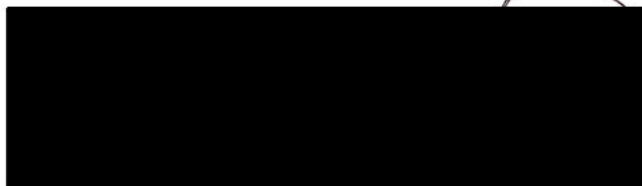
6. This Voluntary Settlement Agreement constitutes a complete settlement of all administrative penalties against Licensee for the acts, policies or practices expressly addressed in this Voluntary Settlement Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Licensee, or in any other complaints involving Licensee. In the event that Licensee

fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Licensee, the Department may take any administrative or legal action it is authorized to take.

7. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, any and all licenses issued by the Department to Licensee shall reflect that Regulatory Action has been taken against Licensee.

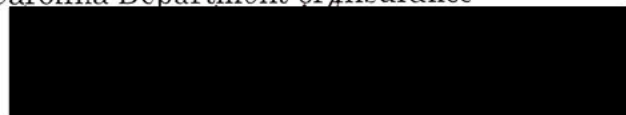
8. Licensee understands and agrees that if a state or federal regulator other than the Department has issued a permit or license to Licensee, that regulator may require Licensee to report this administrative action to it. Licensee understands and agrees that the Department cannot give Licensee legal advice as to the specific reporting requirements of other state or federal regulators.

9. This Agreement shall become effective when signed by Licensee and the Department.



Randy Daniels

North Carolina Department of Insurance



By:

Angela Hatchell
Senior Deputy Commissioner

Date: 8/8/2023

Date: 8/14/2023