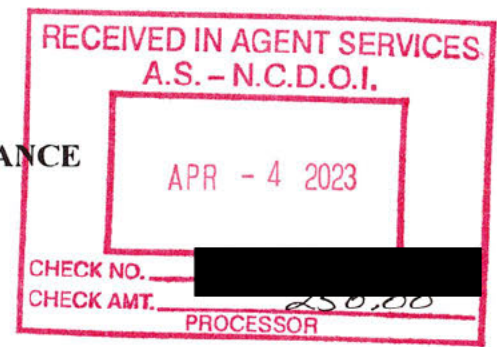


**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF
THE LICENSURE OF
LONDON HARPER**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NPN #19395229

NOW COME Landon Harper and the Agent Services Division of the North Carolina Department of Insurance [hereinafter "Agent Services Division"] and hereby enter into the following Voluntary Settlement Agreement [hereinafter "this Agreement"].

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

WHEREAS, Landon Harper holds a resident producer's license issued by the Agent Services Division with lines of authority in Property, Casualty, and Life insurance; and

WHEREAS, N.C.G.S. § 58-33-85(a) states, in part, that "no agent shall pay, allow, or give, or offer to pay, allow, or give, directly or indirectly, as an inducement to insurance, or after insurance has been effected, any rebate, discount, abatement, credit, or reduction of the premium named in a policy of insurance, or any valuable consideration or inducement whatever, not specified in the policy of insurance."

WHEREAS, N.C.G.S. § 58-63-15(8)a. states that "Except as otherwise expressly provided by law, knowingly permitting or offering to make or making any contract of life insurance, life annuity or accident and health insurance, or agreement as to such contract other than as plainly expressed in the contract issued thereon, or paying or allowing, or giving or offering to pay, allow, or give, directly or indirectly, as inducement to such insurance, or annuity, any rebate of premiums payable on the contract, or any special favor or advantage in the dividends or other benefits thereon, or any valuable consideration or inducement whatever not specified in the contract; or giving, or selling, or purchasing or offering to give, sell, or purchase as inducement to such insurance or annuity or in connection therewith, any stocks, bonds, or other securities of any insurance company or other corporation, association, or partnership, or any dividends or profits

accrued thereon, or anything of value whatsoever not specified in the contract.”

WHEREAS, on June 22, 2022, Landon Harper made a payment on an auto insurance policy for Haley Jarman, his girlfriend at the time, in the amount of \$251.11, which the Agent Services Division contends was a violation of N.C.G.S. §§ 58-33-85(a) and N.C.G.S. § 58-63-15(8)a.; and

WHEREAS, Mr. Harper did not believe that his payment was in violation of any statutes when he made it but now understands the Department’s position on this rebating issue and agrees to comply with N.C.G.S. Sections 58-33-85 and 58-63-15(8)a as so interpreted by the Department.

WHEREAS, N.C.G.S. § 58-33-46(a)(2) authorizes the Commissioner of Insurance to suspend or revoke a producer’s license for violation of the insurance laws of this or any other state; and

WHEREAS, pursuant to N.C.G.S. § 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 or certificate or as to any civil penalty or restitution”; and

WHEREAS, Landon Harper agrees to pay a civil penalty of two hundred fifty dollars (\$250.00) for what the Agent Services Division contends was his violation of N.C.G.S. §§ 58-33-85(a) and N.C.G.S. § 58-63-15(8)a.; and

WHEREAS, Landon Harper has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and Agent Services Division has agreed not to pursue additional civil ramifications; including penalties, sanctions, or remedies based on this matter against Landon Harper; and

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

NOW THEREFORE, in consideration of the promises and agreements set out herein, the Agent Services Division and Landon Harper hereby agree to the following:

1. Immediately upon signing this agreement, Landon Harper shall pay a civil penalty of two hundred and fifty dollars (\$250.00) to the Department. The form of payment shall be via wire transfer, certified check, cashier’s check or money order. The wire transfer, check or money order for the payment shall be payable to the “North Carolina Department of Insurance.” Landon Harper shall remit payment or confirmation of payment 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 April 24, 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. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner of Insurance. Landon Harper understands that a producer's license may be revoked for failure to comply with an Order of the Commissioner.
3. Landon Harper enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Landon Harper has consulted with an attorney prior to entering into this Agreement.
4. This Agreement, when finalized will be a public record and will not be treated as confidential. Landon Harper's producer license record shall reflect that Regulatory Action has been taken against his license following the execution of this Agreement. The Department may disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure.
5. This Agreement shall become effective when signed by the parties.
6. By signing below, Landon Harper agrees to comply with all of the terms of this Agreement.

North Carolina Department of Insurance

By:

Angela Hatchell
Deputy Commissioner

Date:

4/4/2023

By:

Landon Harper

Date:

3/30/2023

Date:

Date: