SERVICES DIVISION

CHECK NO.

PROCESSOR DE

## BEFORE THE N.C. DEPARTMENT OF INSURANCE AGENT RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA COUNTY OF WAKE

BEFORE THE COMMISSIONER OF INSURANCE

IN THE MATTER OF THE LICENSURE OF DANIEL MEEK

VOLUNTARY SETTLEMENT AGREEMENT

NPN 10137363

**NOW COME** Mr. Daniel Meek (hereinafter, "Mr. Meek") 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, the Department has the authority to place on probation, suspend, revoke, or refuse to renew any license issued under Article 58 pursuant to N.C.G.S. 58-33-46; and

WHEREAS, Mr. Meek is an Illinois resident, and he holds a Non-Resident Producer license issued by this Department; and

WHEREAS, Mr. Meek was subject to an administrative action and penalty by the California Department of Insurance on or about July 10, 2013 for failure to timely report a 2009 criminal conviction; and

WHEREAS, Mr. Meek failed to timely report the California Department of Insurance administrative action to the Department as required by N.C.G.S. § 58-33-32(k); and

WHEREAS, Mr. Meek's violation of N.C.G.S. § 58-33-32(k) is a violation of the insurance laws for which his license may be revoked pursuant to N.C.G.S. § 58-33-46(a)(2); and

WHEREAS, Mr. Meek has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Meek; and

WHEREAS, Mr. Meek hereby enters into this Voluntary Settlement Agreement for the purpose of resolving this matter and for the purpose of avoiding an administrative hearing; 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 exchange for, and in consideration of the promises and agreements set out herein, the Department and Mr. Meek hereby agree to the following:

- 1. Mr. Meek agrees to pay a civil penalty of two hundred and fifty dollars (\$250.00) to the Department. The civil penalty must be in the form of a certified check, cashier's check or money order. The check or money order for the payment of the civil penalty shall be payable to the "North Carolina Department of Insurance." Mr. Meek shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the executed Voluntary Settlement Agreement, signed by Mr. Meek. The civil penalty and the signed Agreement must be received by the Department no later than November 27, 2014. 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. Mr. Meek enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Meek understands that he may consult with an attorney prior to entering into this Agreement.
- 3. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Mr. Meek or in any other complaints involving Mr. Meek.
- 4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Meek understands that N.C.G.S. 58-33-46(a)(2) provides that his licenses may be revoked for violating an Order of the Commissioner.
- The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
- 6. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. 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 agreements to the NAIC and all companies that have appointed the licensee.

7. This Voluntary Settlement Agreement shall become effective when signed by Mr. Meek and the Department.

ZNO LECENCE To day of Loventure, 2014.

Daniel Meek

NORTH CAROLINA DEPARTMENT OF

INSURANCE

Angela Ford
Senior Deputy Commissioner

