

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

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**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE  
OF ERIC C. SCHOFIELD  
LICENSE NO. 7340453**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COMES**, Eric C. Schofield (hereinafter "Mr. Schofield"), Registered Agent and President of Optimum Financial Brokerage, Inc., d/b/a/Medicare Experts ("hereinafter Optimum") 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**, Mr. Schofield is a resident and currently holds a producer's license with authority for Life, Accident & Health or Sickness and Med Supp/Long Term Care lines of insurance issued by the Department; and,

**WHEREAS**, Mr. Schofield is the Registered Agent and President of Optimum Financial Brokerage, Inc., d/b/a/Medicare Experts, a corporation that currently holds producer license, no. 15795661, issued by the Department; and,

**WHEREAS**, North Carolina General Statute § 58-63-10 prohibits "unfair methods of competition or unfair and deceptive acts or practices prohibited. No person shall engage in this State in any trade practice which is defined in this Article as or determined pursuant to this Article to be an unfair method of competition or an unfair or deceptive act or practice in the business of insurance."

**WHEREAS**, North Carolina General Statute § N.C.G.S. 58-63-15(2) prohibits "making, publishing, disseminating, circulating, or placing before the public, or causing, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in a newspaper, magazine or other publication, or in the form of a notice, circular, pamphlet, letter or poster, or over any radio station, or in any other way, an advertisement, announcement or statement containing any assertion, representation or statement with respect to the business of insurance or with respect to any person in the conduct of his insurance business, which is untrue, deceptive or misleading."

**WHEREAS**, North Carolina General Statute § 58-33-46 (a)(2) authorizes the Commissioner to place on probation, suspend, revoke, or refuse to renew an license 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 insurance regulator, or violating any rule of FINRA"; and,



**WHEREAS**, on March 29, 2018, Optimum, care of Mr. Schofield, was notified by the North Carolina State Health Plan For Teachers and State Employees (hereinafter "the State Health Plan") that Optimum was using the State Health Plan's trademark logo in association with the marketing or sale of Optimum's services without the consent of the State Health Plan; and,

**WHEREAS**, in a letter dated April 4, 2018, Mr. Schofield responded to Andrew J. Norton, Deputy General Counsel noting that Optimum would not use the State Health Plan's logo moving forward; and,

**WHEREAS**, thereafter the State Health Plan received notice of advertising mailers sent to State Health Plan members by Optimum containing "NC State Health Plan" next to a clipart logo substantially similar to the State Health Plan's trademarked logo without authorization from the State Health Plan; and,

**WHEREAS**, on February 3, 2022, the State Health Plan mailed a letter to Optimum, care of Mr. Schofield, requesting confirmation from the company in writing that Optimum would cease and desist use of the State Health Plan's trademark, any confusingly similar mark, and any other intellectual property belonging to the State Health Plan within ten business days; and,

**WHEREAS**, on February 10, 2022, Mr. Schofield responded to the State Health Plan, advising that Optimum immediately removed the clipart logo completely from all marketing material and would not use the clipart logo or anything remotely resembling it in any manner moving forward; and,

**WHEREAS**, Mr. Schofield admits to violations of North Carolina General Statutes §§ 58-63-10 and N.C.G.S. 58-63-15(2); and,

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

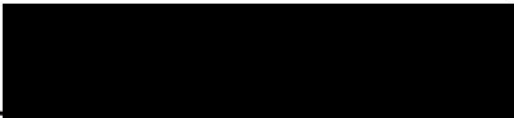
**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Mr. Schofield and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Schofield shall pay a civil penalty of **\$2,500.00** 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." Mr. Schofield 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 **July 18, 2022**. 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 Department's disciplinary power in any future examination of Mr. Schofield or in any other complaints involving Mr. Schofield.
3. Mr. Schofield enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Schofield understands he 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. Mr. Schofield 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 Mr. Schofield shall reflect that Regulatory Action has been taken against him. 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. Upon request, the Department 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 you, 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.

**N.C. Department of Insurance**

By:    
Eric C. Schofield   
License No. 7340453

By:    
Angela Hatchell   
Deputy Commissioner

Date: 6-20-22

Date: 7/7/2022