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MAR 27 2012  
NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA  
CHECK NO. [REDACTED]  
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STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF THE LICENSURE  
OF BRENT ELLIOTT ALBRIGHT  
LICENSE NO. 0007621902

VOLUNTARY SETTLEMENT  
AGREEMENT

**NOW COME**, Brent Elliott Albright (hereinafter "Mr. Albright") 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. Albright currently holds a producer's license with the Department with authority for Property and Casualty lines of insurance; and

**WHEREAS**, North Carolina Gen. Stat. § 58-33-46(a)(2) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of the North Carolina General Statutes for violating any insurance law of this or any other state; and

**WHEREAS**, North Carolina Gen. Stat. § 58-33-46(a)(10) authorizes the Commissioner of Insurance to place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 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**, the Department received a complaint from Janice Ochenkowski, Managing Director, Global Risk Management, of Jones Lang LaSalle, indicating that Mr. Albright had forged the name of one of her company's employees on a broker of record form filed with Amwins Insurance Brokerage of California in Los Angeles, which in the opinion of Ms.

Ochenkowski created a potential of adverse consequence of no insurance on two properties under her company's care from approximately July 28, 2011 until September 14, 2011; and

**WHEREAS**, Mr. Albright has admitted to this violation of North Carolina Gen. Stat. § 58-33-46(a)(10) North Carolina Gen. Stat. § 58-33-46(a)(10); and

**WHEREAS**, Mr. Albright 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. Albright; and

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

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

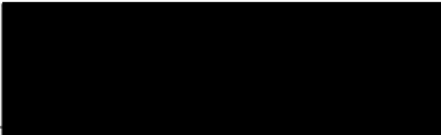
1. Immediately upon the signing of this Agreement, Mr. Albright shall pay a **civil penalty of \$100.00** to the Department. The form of payment shall be by certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Mr. Albright 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 **April 6, 2012**. 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 examinations or investigations of Mr. Albright, or in any other complaints involving Mr. Albright.
3. Mr. Albright enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Albright 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. Albright understands that North Carolina Gen. Stat. § 58-33-46(a)(2) provides that an agent'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, any and all licenses

issued by the Department to Mr. Albright 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. The Department routinely 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.

This the 6th day of March, 2012.

North Carolina Department of Insurance



Brent Elliott Albright  
License No. 0007621902

By:



Angela K. Ford  
Senior Deputy Commissioner

3-29-12