

AGENT SERVICES  
A.S. - N.C.D.O.I.

97088

MAY - 3 2013

NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

CH. NO. [REDACTED]  
CHECK AMT. 250.00  
PROCESSOR

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF  
THE LICENSURE OF  
WILLIAM DAGGETT  
NATIONAL PRODUCER # 23485

RECEIVED  
MAY - 3 2013

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COMES William Daggett (hereinafter, "Daggett") and the North Carolina Department of Insurance Agent Services Division (hereinafter, "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "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, Daggett currently holds active licenses as a non-resident producer by the Department in the areas Life and Accident/Health/Sickness since 2002; and

WHEREAS, Daggett also holds active licenses in his domicile state of Pennsylvania and in New Jersey; and

WHEREAS, on or about June 2009, the New Jersey Department of Insurance (hereinafter, "NJDOI") took administrative action against Daggett's producer license through the issuance of fine for violating its insurance regulations; and

WHEREAS, N.C. Gen. Stat. §58-33-32(k) provides that "[a] producer shall report to the Commissioner any administrative action taken against the producer in another state . . . within 30 days after the final disposition of the matter. . . this report shall include a copy of the order or consent order and other information or documents filed in the proceeding necessary to describe the action;" and

WHEREAS, Daggett was notified the Department of the NJDOI of the administrative action on March 13, 2012, more than 30 days after the final disposition of said action; and

WHEREAS, Daggett's failure to file a report regarding the administrative action with the Department within 30 days is a violation of N.C. Gen. Stat. §58-33-32k; and

WHEREAS, Daggett admits to the violations herein; and

WHEREAS, Daggett's violation of N.C. Gen. Stat. § 58-33-32k provides sufficient grounds for the probation, suspension, revocation or the refusal to renew his insurance license pursuant to N.C. Gen. Stat. §58-33-46(a)(2); and

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning these violations; and

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

1. **Daggett shall pay a civil penalty in the amount of two hundred fifty dollars (\$250.00), due immediately upon execution of this agreement.** The check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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 the public schools. **The check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before May 17, 2013.**
2. Daggett shall obey all North Carolina laws and regulations applicable to a licensed insurance producer.
3. Daggett enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Daggett voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Daggett also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
5. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Daggett.
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.
7. This written document contains the entire Agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.

8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
9. If, for any reason, any part or provision of this Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
10. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the 30<sup>th</sup> day of April, 2013.

[Redacted Signature]

William Daggett (NPN 23485)

[Redacted Signature]

5-6-13

Angela Ford  
Senior Deputy Commissioner  
North Carolina Department of Insurance

Sworn to and subscribed  
before me on the 30<sup>th</sup> day  
of April, 2013.

[Redacted Signature]

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Debra A. Labant, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires Dec. 10, 2013  
Member, Pennsylvania Association of Notaries