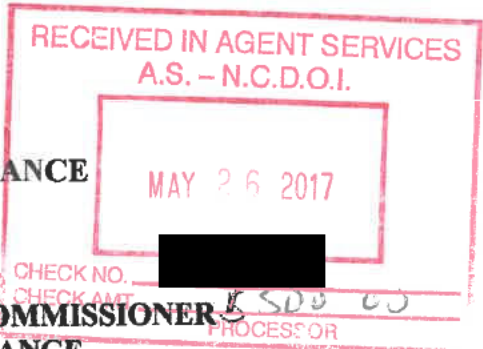


# 112029



**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 DAILYFEATS, INC  
DBA MAXWELL HEALTH  
CORPORATE LICENSE: 1000342408**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME, DAILYFEATS, INC., DBA MAXWELL HEALTH (hereinafter  
“(DAILYFEATS)” 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 business  
entities; and**

**WHEREAS, DAILYFEATS currently holds a non-resident Corporation (Business  
Entity) License with the Department; 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 General Statute § 58-33-32(k) requires designated  
producers on behalf of the licensed business entity to report to the Commissioner any  
administrative action taken against the producer in another state or by another governmental  
agency in this State within 30 days after the final disposition of the matter; and**

**WHEREAS, DAILYFEATS was the subject of an administrative action taken by the  
Massachusetts Division of Insurance effective December 21, 2015 ordering DAILYFEATS to  
cease and desist from doing business while unlicensed and pay a monetary penalty in the amount  
of \$2500.00, which action was not reported to the N.C. Department of Insurance in a timely  
manner as required by North Carolina General Statute § 58-33-32(k); and**

**WHEREAS, DAILYFEATS was fined in the amount of \$250.00 by the Louisiana  
Department of Insurance on June 1, 2016 and effective July 1, 2016 for failure to make a**

required disclosure on the application, which action was not reported to the N.C. Department of Insurance in a timely manner as required by North Carolina General Statute § 58-33-32(k); and

**WHEREAS**, DAILYFEATS admits to these violations of North Carolina General Statutes § 58-33-32(k); and

**WHEREAS**, DAILYFEATS 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 DAILYFEATS; 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, DAILYFEATS and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, DAILYFEATS shall pay a civil penalty of \$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." DAILYFEATS 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 **June 8, 2017**. 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 DAILYFEATS, or in any other complaints involving DAILYFEATS.
3. DAILYFEATS enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. DAILYFEATS understands it 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. DAILYFEATS understands that N.C.G.S. § 58-33-46(a)(2) provides that a business entity'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 DAILYFEATS shall reflect that Regulatory Action has been taken against it. 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 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.

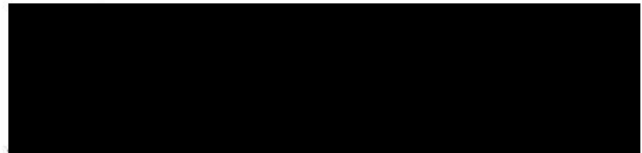
This the 6 day of June, 2017.  
~~This the 11 day of May, 2017.~~

**DAILYFEATS, INC.**  
**DBA MAXWELL HEALTH**  
**License No. 1000342408**

**North Carolina Dept. of Insurance**



By: James Orsillo  
Chief Financial Officer



By: Teresa Knowles  
Deputy Commissioner