

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
RANDY MATTHEW DAUGHERTY,
(NPN 8853762)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Randy Matthew Daugherty ("Agent") and the North Carolina Department of Insurance ("Department") and voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("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, Agent holds a non-resident insurance producer license ("License") issued by the Department;

WHEREAS, in his December 9, 2014 application for his License, Agent stated that he did not have any child support obligations in arrearage; and

WHEREAS, as of the date of his December 9, 2014 application, Agent had child support obligations in arrearage; and

WHEREAS, Agent has provided evidence to the Department that, as of the date of this Agreement, he is current on all of his child support obligations; and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(1) authorizes the North Carolina Commissioner of Insurance ("Commissioner") to place on probation, suspend, revoke or refuse to renew Agent's License for providing materially incorrect, misleading, incomplete, or materially untrue information in a license application; and

WHEREAS, Agent's representation regarding his child support obligations in his December 9, 2014 application violated N.C. Gen. Stat. § 58-33-46(a)(1); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license issued by the Department, or as to any civil penalty or restitution;

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

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WHEREAS, the Parties 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 Agent hereby agree to the following:

1. Immediately upon signing this Agreement, Agent shall pay a civil penalty of two hundred fifty dollars and no cents (**\$250.00**) 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." Agent shall remit the civil penalty by certified mail, return receipt requested (attention: Tommy Walls, ASD), to the Department along with the original of this Agreement bearing Agent's signature. The civil penalty and the signed Agreement must be received by the Department no later than May 12, 2019. 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. Agent shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Agent.
3. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Agent understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that Agent's license may be revoked for violating an Order of the Commissioner.
4. Agent enters into this Agreement freely and voluntarily and with knowledge of Agent's right to have an administrative hearing regarding this matter. Agent understands that Agent may consult with an attorney prior to entering into this Agreement.
5. This Agreement constitutes a complete settlement of all administrative penalties against Agent for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Agent or in any other complaints involving Agent. In the event that Agent fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Agent, the Department may take any administrative or legal action it is authorized to take.
6. This Agreement, when finalized, will be a public record and is not confidential. 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. Following the execution of this Agreement, any and all licenses issued by the Department to Agent shall reflect that Regulatory Action has been taken against Agent. The Department routinely provides copies of voluntary settlement agreements to all companies that have

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appointed the licensee.

7. Agent understands and agrees that, if a state or federal regulator other than the Department has issued a permit or license to Agent, that regulator may require Agent to report this administrative action to it. Agent understands and agrees that the Department cannot give Agent legal advice as to the specific reporting requirements of other state or federal regulators.
8. This Agreement shall become effective when signed by Agent and the Department.

[Redacted Signature]

Randy Matthew Daughtry

Date: 4-19-2019

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted Signature]

Angela Hatchell
Deputy Commissioner

Date: 5/9/19

Ren April
2020

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