

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  
WILLIAM LAYNE  
LICENSE NO. 0006608086

#114736  
#114735

RECEIVED IN AGENT SERVICE  
A.S. - N.C.D.O.I.

MAY 2 2009  
VOLUNTARY SETTLEMENT  
AGREEMENT

CHECK NO. [REDACTED]  
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PROCESSOR

**NOW COME.** William Layne (hereinafter "Mr. Layne") 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. Layne currently holds a resident producer's license with authority for Life, Accident & Health or Sickness, Property and Casualty lines of insurance and a Medicare Supplement Long-Term Care Insurance license issued by the Department; and

**WHEREAS,** North Carolina General Statute § 58-33-46(a)(4) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC for improperly withholding, misappropriating, or converting any monies or properties received in the course of doing insurance business; and

**WHEREAS,** 11 NCAC 04.0429 provides that the accounting records maintained by agents, brokers, and limited representatives shall be separate and apart from any other business records and demonstrate at all times that collected funds due to insurers and return premiums due to policyholders are available at all times; and

**WHEREAS,** North Carolina General Statute § 58-33-46(a)(8) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC, for using fraudulent, coercive, or

**WHEREAS**, Mr. Layne has agreed to settle, compromise, and resolve the matters 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. Layne; 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. Layne and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Layne shall pay a civil penalty of **\$2000.00** 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. Layne 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 3, 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. Mr. Layne has consolidated the premium remittance account into one account (# 7510) and has closed the Dobson Nationwide (# 0052) and the National General (# 8242) accounts which will resolve the issue of moving incorrectly deposited premiums between accounts; has implemented a procedure that will reconcile the account weekly and at the end of the month; and instituted a system of checks and balances to ensure that the Dobson office releases and deposits daily remittances in a timely manner by recording daily remittance totals for the Dobson office and recording the date of deposit to prevent any accounting delinquency; and
3. Mr. Layne is required and agrees to maintain the procedures he has represented by preparation of an agency operational action plan, which was provided to the Department on or about March 29, 2019, and that he has implemented to prevent the reoccurrence of the violations set forth in this Agreement, and is required and agrees to obtain Department approval for any changes thereto; and the Department reserves the right to make any follow up examinations of Mr. Layne's agency without prior notice to assure compliance; and any non-adherence to this requirement by Mr. Layne shall constitute a violation of an Order of the Commissioner pursuant to Paragraph No. 6. below; and
4. This Agreement does not in any way affect the Department's disciplinary power in any future examination of Mr. Layne or in any other complaints involving Mr. Layne.

5. Mr. Layne 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. Layne understands he may consult with an attorney prior to entering into this Agreement.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Layne 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.
7. 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. Layne 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.
8. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
9. 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: William Layne  
License No. 0006608086

  
By: Angela Hatchell  
Deputy Commissioner

Date: 5/14/19

Date: 5/23/19