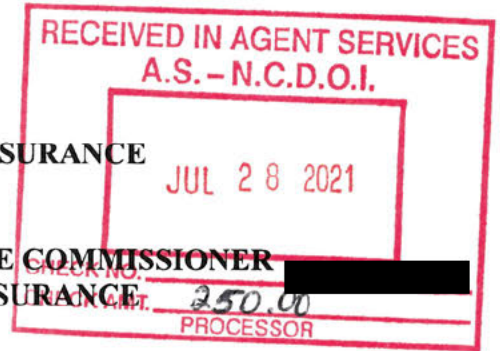


**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE  
OF SHANA VIELIE  
LICENSE NO. 10809155**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Shana Vielie (hereinafter “Ms. Vielie”) and the Agent Services Division of the North Carolina Department of Insurance (hereinafter “Agent Services Division”), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter “this Agreement”).

**WHEREAS**, the Agent Services Division has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents; and

**WHEREAS**, Ms. Vielie currently holds a resident producer’s license with authority for Property and Casualty lines of insurance which was first issued by the Agent Services Division in November 9, 2016 and is currently employed with the Griffin Insurance Agency, Inc. [“the Agency”] as the commercial supervisor; and

**WHEREAS**, Ms. Vielie was first employed as an agent with the Agency in 2015 in the personal lines department and was transferred two months later to work in the commercial lines department of the Agency’s Statesville office;

**WHEREAS**, Agent Services received notification from Nationwide Insurance regarding its termination for cause of Ashton Loyd, Corrine Meyers, and Charlotte Kincaid, all former agents and employees of the Agency, for having fraudulently issued or caused to be issued numerous certificates of insurance containing false information while working at the Agency; and

**WHEREAS**, Agent Services conducted a target audit of the Agency between April 8 and November 23, 2020. During the audit, Agent Services reviewed one fraudulent certificate of insurance for a nonexistent workers compensation policy that had been issued by Ms. Vielie on August 21, 2017. The certificate listed a fake policy number and listed the NC Rate Bureau as the carrier; and

**WHEREAS**, during a March 11, 2021 informal conference with Agent Services, Ms. Vielie explained that she started working for the Agency in its Statesville office and that she had no experience working in commercial lines at the time. She further explained that no one trained her to work in commercial lines because there was no one working in commercial lines in that

office at the time and thus Ms. Vielie learned how to prepare certificates of insurance on her own. However, while Mr. Loyd was the manager of the Agency's commercial department, he instructed a group of the service employees, including herself, Charlotte Kincaid, Corrine Meyers, and others who worked separately from her in the Agency's Mooresville office to put down what the client asks for on the certificate of insurance even if that coverage has either not been obtained from or confirmed with the insurance company. Ms. Vielie did not agree with Mr. Loyd's instructions and thus learned on her own how to prepare the certificates of insurance issued separately by her through the Statesville office;

**WHEREAS**, during the informal conference with Agent Services, Ms. Vielie acknowledged that on one occasion she did prepare a false certificate of insurance for a nonexistent workers compensation for the Jovan Brooks. Ms. Vielie explained that an employee of the agency had asked her to prepare the certificate of insurance for the employee's son. Ms. Vielie did not think that she should prepare the certificate of insurance for a nonexistent workers compensation policy and thus contacted and spoke with Mr. Loyd by phone for guidance. At the time, Mr. Loyd told her that she could issue the certificate of insurance for the nonexistent policy and instructed her to go ahead and prepare it.

**WHEREAS**, Ms. Vielie further informed Agent Services that this was the only occasion that she ever issued a certificate of insurance containing false information and that when the same employee again asked her to issue another certificate of insurance for a nonexistent workers compensation policy two years later she refused to do so. Nationwide did not terminate Ms. Vielie for this one instance in which she issued a fraudulent insurance certificate under the direction of Mr. Loyd; and

**WHEREAS**, Ms. Vielie explained that after she became manager of the Agency's Commercial Department she went through all the commercial files she could in order to identify any certificates of insurance that appeared to have been falsified, attempted to verify coverages with the carriers, and then reported her findings regarding the fraudulent certificates to the Agency. The fraudulent certificate issued to Jovan Brooks was included with Ms. Vielie's report to the Agency. The Agency in turn notified Nationwide, which then conducted its own review and investigation; and

**WHEREAS**, Ms. Vielie's issuance of the fraudulent insurance certificate to Jovan Brooks at the request of another employee and under the direction of Mr. Loyd was in violation of N.C.G.S. § 58-3-150(f), which prohibits any person from "knowingly prepar[ing], issu[ing], request[ing], or require[ing] a certificate of insurance that...(2) Contains any false or misleading information concerning the policy of insurance to which the certificate of insurance makes reference." N.C. Gen. Stat. § 58-3-150(f)(2); and

**WHEREAS**, Ms. Vielie's issuance of a fraudulent insurance certificate constitutes grounds for Agent Services to take disciplinary action against her license pursuant to N.C.G.S. § 58-33-46(a)(2) for her violation of N.C.G.S. § 58-3-150(f)(2), N.C.G.S. § 58-33-46(a)(5) for having intentionally misrepresented the terms of an actual or proposed insurance contract or application for insurance, and N.C.G.S. § 58-33-46(a)(8) for having used fraudulent, coercive,

or dishonest practices and demonstrated incompetence and untrustworthiness in the conduct of business in this State; and

**WHEREAS**, Ms. Vielie has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of herself by entering into this Voluntary Settlement Agreement and paying a monetary penalty in the amount of \$250.00, and the Agent Services Division has agreed in return not to pursue additional civil penalties, sanctions, remedies, or restitution based on this administrative matter against Ms. Vielie; and

**WHEREAS**, this Agreement is civil in nature and does not preclude criminal prosecution that may result from investigations by the Department's Criminal Investigation Division for violations of criminal laws; and

**WHEREAS**, the parties to this Agreement mutually wish to resolve this matter by consent before the Agent Services Division 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, Ms. Vielie and the Agent Services Division hereby agree to the following:


1. Immediately upon the signing of this Agreement, Ms. Vielie shall pay a civil penalty of **\$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." Ms. Vielie 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 **August 1, 2021**. 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 Ms. Vielie or in any other complaints involving Ms. Vielie.
3. Ms. Vielie enters into this Agreement, on behalf of herself, freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Vielie understands that she 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. Ms. Vielie 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.
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, all licenses issued by the Department to Ms. Vielie shall reflect that Regulatory Action has been taken against her.

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.
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 regulator.

**N.C. Department of Insurance**

  
By: **Shana Vielle**  
License No. 10809155

  
By: **Angela Hatchell**  
Deputy Commissioner  
Agent Services Division

Date: 7/23/21

Date: 7/29/2021