

ruling is between Progressive and Now with the ‘we’ part, you have now implicated as bias and interested when working with Progressive, your LinkedIn posting proves that you appraise loss by who is paying you and by the NC Supreme Court case you are bias and interested and your linkedin post which I attached it again to refresh your memory. Your response with “WE” will be an additional part of my complaint against you with the NCDOI Agent Services. If need to I will do all I can to get the NCDOJ to investigate you too;” and

WHEREAS, Mr. Wyatt’s April 6, 2021 email violated 11 NCAC 06A .1002(b)(1) and (11) which subjects his license to potential disciplinary action under N.C. Gen. Stat. § 58-33-46(a)(2); and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Mr. Wyatt has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and ASD has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Wyatt; and

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

NOW, THEREFORE, in consideration of the promises and agreements set out herein, ASD and Mr. Wyatt hereby agree to the following:

1. Immediately upon the signing of this document, Mr. Wyatt shall pay a **civil penalty of \$500.00** to the Department. The form of payment shall be in the form of a 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. Wyatt shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Wyatt. The civil penalty and the signed Agreement must be received by the Department no later than **August 16, 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 the public schools.
2. Mr. Wyatt shall obey all laws and regulations applicable to all licenses issued to him.
3. Mr. Wyatt enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Wyatt understands that he may consult with an attorney prior to entering into this Agreement.
4. This Agreement does not in any way affect the Department’s disciplinary power in any future follow-up examinations of Mr. Wyatt, or in any other cases or complaints involving Mr. Wyatt.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Wyatt understands that N. C. Gen. Stat. § 58-33-46(a)(2) provides that a license may be revoked for violating an Order of the Commissioner.
6. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. 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 to 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.

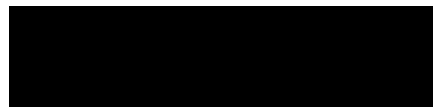
7. This Settlement Agreement between ASD and Mr. Wyatt shall become effective when signed by Mr. Wyatt and by Angela Hatchell, Deputy Commissioner of the Agent Services Division of the N.C. Department of Insurance.

Danny Wyatt

Agent Services Division



By: Danny Wyatt



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

Date: 7/23/2021

Date: 7/29/2021