

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE

CAUSE NO.: 17900-AG19-0322-037

IN THE MATTER OF: )

Moran Beasley )  
507 South Winfield )  
Kankakee, IL 60901 )

Respondent. )

Type of Agency Action: Enforcement )

Producer Number: 3248012 )

**FILED**

JUN 14 2019

STATE OF INDIANA  
DEPT. OF INSURANCE

**FINAL ORDER**

The Enforcement Division of the Indiana Department of Insurance (“Department”), by counsel, Erica J. Dobbs, and Moran Beasley (“Respondent”), a licensed nonresident insurance producer, signed an Agreed Entry which purports to resolve all issues involved in the above-captioned cause number, and which has been submitted to the Commissioner of the Indiana Department of Insurance ( “Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which accepts Respondent’s license surrender and prohibits him from reapplying for licensure until a minimum of twelve (12) months has elapsed and Respondent has completed nine (9) continuing education credits in addition to those required by law, due to Respondent’s submission of applications for insurance containing false routing and account numbers while attempting to generate quotes for customers, finds it has been entered into fairly and without fraud, duress or undue influence, and is fair and equitable between the parties. The Commissioner hereby incorporates the Agreed Entry as if fully set forth herein, and approves and adopts in full the Agreed Entry as a resolution of this matter.

IT IS THEREFORE ORDERED by the Commissioner as follows:

1. Respondent's license number 3248012 shall be surrendered immediately upon execution of this order.
2. Respondent may not reapply for licensure until a minimum of twelve (12) months has elapsed.
3. Respondent shall complete nine (9) continuing education hours, in addition to those required by Indiana Code § 27-1-15.7-2, before reapplying for Indiana producer licensure.

6-14-2019

Date Signed



Stephen W. Robertson, Commissioner  
Indiana Department of Insurance

Distribution:

Erica J. Dobbs, Attorney  
ATTN: Taylor Peycha, Investigator  
**INDIANA DEPARTMENT OF INSURANCE**  
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Kankakee, IL 60901

Moran Beasley  
507 South Winfield  
Kankakee, IL 60901

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STATE OF INDIANA  
DEPT. OF INSURANCE

**AGREED ENTRY**

This Agreed Entry is executed by and between the Enforcement Division of the Indiana Department of Insurance ("Department"), by counsel, Erica J. Dobbs, and Moran Beasley ("Respondent"), to resolve all issues in the above-captioned cause number. This Agreed Entry is subject to the review and approval of Stephen W. Robertson, Commissioner of the Indiana Department of Insurance ("Commissioner").

WHEREAS, Respondent is a licensed nonresident insurance producer, holding license number 3248012 since June 12, 2017;

WHEREAS, Respondent's home state is Illinois;

WHEREAS, the Department received notice from Combined Insurance ("Combined") that Respondent had been terminated for cause;

WHEREAS, Combined determined through its investigation that Respondent used false routing and account numbers on insurance applications while attempting to generate quotes for customers;

WHEREAS, Respondent's conduct is in violation of Indiana Code § 27-1-15.6-12(b)(8), which authorizes the Commissioner to revoke, suspend, or refuse to renew an insurance producer's license for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in Indiana or elsewhere;

WHEREAS, the Department and Respondent (collectively, the "Parties") desire to resolve this matter without the necessity of a hearing.

IT IS, THEREFORE, NOW AGREED by and between the Parties as follows:

1. The Commissioner has jurisdiction over the subject matter and the Parties to this Agreed Entry.
2. In order to avoid formal litigation in this matter, Respondent has determined that it is in his best interests to enter into this Agreed Entry. As such, Respondent acknowledges that he executes this Agreed Entry with full realization of its contents and effects.
3. This Agreed Entry is executed knowingly, voluntarily, and freely by the Parties. The Parties agree that the terms of this Agreed Entry constitute final resolution of this matter.
4. Respondent knowingly, voluntarily and freely waives the right to a public hearing on this matter, including the right to appear in person before the Commissioner, present evidence, cross-examine witnesses, and present arguments.
5. Respondent knowingly, voluntarily and freely waives the right to judicial review of this matter or otherwise appeal or challenge the validity of this Agreed Entry.
6. Respondent knowingly, voluntarily, and freely waives, releases, and forever discharges all claims or challenges, known or unknown, against the Department, its Commissioner, employees, agents, and representatives, in their individual and official capacities, that arise

out of or are related to the Agreed Entry or Final Order, including but not limited to any act or omission as part of the underlying audit, investigation, negotiation, or approval process.

7. Respondent shall surrender his Indiana nonresident producer's license immediately upon the Commissioner's execution of the Final Order adopting this Agreed Entry.
8. Respondent may not reapply for Indiana producer licensure for a minimum of twelve (12) months, beginning the day the Commissioner adopts this Agreed Entry via Final Order.
9. Respondent must complete nine (9) continuing education credits, in addition to those required by Indiana Code § 27-1-15.7-2 before reapplying for Indiana producer licensure.
10. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
11. Respondent has had the opportunity to have this Agreed Entry reviewed by legal counsel of his choosing, at his own expense, and is aware of the benefits gained and obligations incurred by the execution of this Agreed Entry. Respondent understands and agrees that the Department cannot give him legal advice.
12. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
13. This Agreed Entry constitutes the entire agreement between the Parties, and no other promises or agreements, express or implied, have been made by the Department or by any employee, director, agent or other representative thereof to induce Respondent to enter this Agreed Entry.
14. The Department agrees to accept Respondent's compliance with the terms of this Agreed Entry as full satisfaction of this matter, and warrants and represents that so long as

Respondent complies with the terms of this Agreed Entry, the Department will not bring any further action against Respondent based on the facts that gave rise to this Agreed Entry.

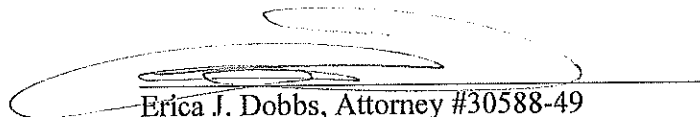
15. In the event the Department finds there has been a breach of any of the provisions of this Agreed Entry, the Department may reopen this matter and pursue alternative action pursuant to Indiana Code § 27-1-15.6-12.
16. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
17. Respondent acknowledges that this Agreed Entry may be admitted into evidence in any judicial or administrative proceeding against Respondent to enforce the terms and conditions contained herein.
18. Respondent understands that this Agreed Entry resolves only the matter pending with the Department and does not affect any criminal prosecution or civil litigation that may be pending or hereinafter commence against Respondent.
19. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.
20. It is expressly understood that this Agreed Entry is subject to the Commissioner's acceptance and has no force or effect until such acceptance is evidenced by the entry of a Final Order by the Commissioner.
21. Should this Agreed Entry not be accepted by the Commissioner, it is agreed that presentation to, and consideration of this Agreed Entry by the Commissioner, shall not unfairly or illegally prejudice the Commissioner or Respondent from further participation in or resolution of these proceedings.

22. If this Agreed Entry is accepted by the Commissioner, it will become part of

Respondent's permanent record and may be considered in future actions brought by the Department or any other regulator against Respondent. It is further understood that, if accepted by the Commissioner, this Agreed Entry and resulting Final Order are public records pursuant to Indiana Code § 4-21.5-3-32 that may not be sealed or otherwise withheld from the public, and may be reported to the National Association of Insurance Commissioners and published on the Department's website as required.

23. Respondent acknowledges that this is an Administrative Action he may be required to report to other jurisdictions in which he is licensed and on future licensing applications.

6/5/19  
Date Signed

  
Erica J. Dobbs, Attorney #30588-49  
Indiana Department of Insurance

5/30/19  
Date Signed

  
Moran Beasley, Respondent

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF Kankakee )

Before me a Notary Public for Kankakee County, State of Illinois,  
personally appeared Moran Beasley, and being first duly sworn by me upon his oath, says that the  
facts alleged in the foregoing instrument are true.

Signed and sealed this 30<sup>th</sup> day of May, 2019.

Tamara Fae Wagner  
Notary Signature

Tamara Fae Wagner  
Notary Printed

My Commission expires: 1-30-2023

County of Residence: Kankakee.

