

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE THE INDIANA
COMMISSIONER OF INSURANCE

CAUSE NO.: 19577-AG20-0805-132

IN THE MATTER OF:)
)
Dwayne A. Goad)
9312 Thunder Hill Pl.,)
Fort Wayne, IN 46804)
)
Respondent.)
)
Type of Agency Action: Enforcement)
)
License Number: 410992)

FILED

OCT 05 2020

STATE OF INDIANA
DEPT. OF INSURANCE

FINAL ORDER

The Enforcement Division of the Indiana Department of Insurance ("Department"), by counsel, Victoria Hastings, and Dwayne A. Goad ("Respondent"), a licensed Indiana resident 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 levies a civil penalty in the amount of Five Hundred Dollars (\$500) against Respondent, and places his resident producer license on probation for two (2) years, during which time, Respondent shall submit a current list of appointments to the Department every six (6) months by US Postal Service, due to Respondent allowing a unlicensed individual to do insurance business at an agency while Respondent was the designated responsible licensed producer for that agency, 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, attached, 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 shall pay a civil penalty in the amount of Five Hundred Dollars (\$500) to the Department within thirty (30) days after the Commissioner signs this Final Order.
2. Respondent's resident producer license shall be placed on probation for a period of two (2) years beginning the date the Commissioner signs this Final Order.
3. During the probationary period, any violations of Title 27 of the Indiana Code will result in the Department seeking immediate revocation of the Respondent's license.
4. During the probationary period, Respondent shall submit a current list of appointments to the Department every six (6) months from the date of the Final Order by US Postal Service.

10-5-2020
Date Signed


Stephen W. Robertson, Commissioner
Indiana Department of Insurance

Distribution:

Victoria Hastings, Attorney
ATTN: Calla Dain, Insurance Investigator
Indiana Department of Insurance
311 West Washington St, Suite 103
Indianapolis, Indiana 46204-2787

Dwayne A. Goad
9312 Thunder Hill Pl.,
Fort Wayne, IN 46804

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

**BEFORE THE INDIANA
COMMISSIONER OF INSURANCE**

CAUSE NO.: 19577-AG20-0805-132

IN THE MATTER OF:

**Dwayne A. Goad
9312 Thunder Hill Pl.,
Fort Wayne, IN 46804**

Respondent.

Type of Agency Action: Enforcement

License Number: 410992

FILED

OCT 05 2020

**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, Victoria Hastings, and Dwayne A. Goad ("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 resident insurance producer, holding license number 410992 since October 4, 2001;

WHEREAS, TCB Transportation Insurance, Inc. ("TCB") is a licensed resident insurance producer organization, holding license number 497215 since July 25, 2006;

WHEREAS, at all relevant times for this matter, Respondent was the designated responsible licensed producer for TCB on file with the Department since September 27, 2016;

WHEREAS, as the designated responsible licensed producer for TCB, Respondent was responsible with ensuring that TCB's compliance with the insurance laws and administrative rules of Indiana;

WHEREAS, on or about May 29, 2018, the Department discovered that in April 2018 an unlicensed individual working at TCB sold an insurance policy;

WHEREAS, on or about April 8, 2019 the Department discovered that in September 2018 an unlicensed individual working at TCB sold an insurance policy;

WHEREAS, Indiana Code § 27-1-15.6-12(b)(2)(A) authorizes the Commissioner to place an insurance producer's license on probation and levy a civil penalty against a producer for violating an insurance law;

WHEREAS, Indiana Code § 27-1-15.6-6(a), is an insurance law, that states that a person shall not sell, solicit, or negotiate insurance in Indiana for any class or classes of insurance unless the person is licensed for that line of authority;

WHEREAS, Indiana Code § 27-1-15.6-6(d)(2), is an insurance law, that states in part, that a business entity acting as an insurance producer has a designated individual licensed producer responsible for the business entity's compliance with the insurance laws and administrative rules of Indiana;

WHEREAS, Indiana Code § 27-1-15.6-12(b)(8), authorizes the Commissioner to place an insurance producer's license on probation and levy a civil penalty against a producer for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in Indiana or elsewhere; and

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 interest 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 pay a civil penalty in the amount of five hundred dollars (\$500) to the Department within thirty (30) days after the Commissioner signs the Final

Order adopting this Agreed Entry. Failure to timely pay the civil penalty, may result in the Department seeking an alternative action to resolve this matter.

8. Respondent's resident producer license shall be placed on probation for a period of two (2) years, beginning the date the Commissioner signs the Final Order adopting this Agreed Entry. During the probationary period, any violations of Title 27 of the Indiana Code will result in the Department seeking immediate revocation of Respondent's license. During the probationary period, Respondent shall submit a current list of appointments to the Department every six (6) months from the date of the Final Order by US Postal Service.
9. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
10. 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.
11. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
12. 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.
13. 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

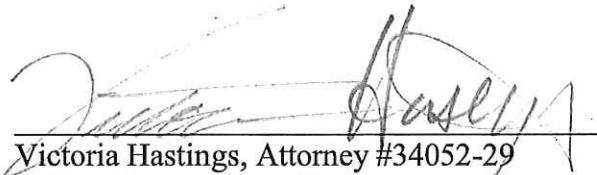
long as Respondent complies with the terms of this Agreed Entry, the Department will not bring any further action against Respondent based on the facts that gave rise to this Agreed Entry.

14. 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.
15. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
16. 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.
17. 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.
18. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.
19. 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.
20. 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

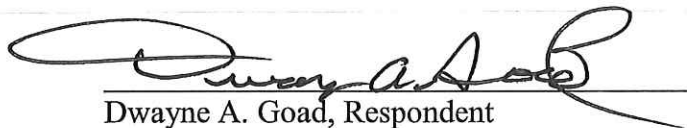
not unfairly or illegally prejudice the Commissioner or Respondent from further participation in or resolution of these proceedings.

21. 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.
22. 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.

9/22/2020
Date Signed


Victoria Hastings, Attorney #34052-29
Indiana Department of Insurance

9-17-2020
Date Signed


Dwayne A. Goad, Respondent

STATE OF INDIANA)
) SS:
COUNTY OF Tippecanoe)

Before me a Notary Public for Tippecanoe County, State of Indiana,
personally appeared Dwayne A. Goad, 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 17th day of September, 2020.

Kym Hussong
Signature

KYM HUSSONG
Printed

My Commission expires: 03/02/2021

County of Residence: Tippecanoe