

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE

CAUSE NO.: 21896-AG23-0322-057

IN MATTER OF: )  
 )  
Acuity National Real Estate Solutions LLC )  
800 Lily Creek Dr. Ste. 102 )  
Louisville, KY 40243 )  
 )  
Respondent. )  
 )  
Type of Agency Action: Enforcement )  
 )  
License Number: 794126 )

FILED

JUN 08 2023

STATE OF INDIANA  
DEPT. OF INSURANCE

**FINAL ORDER**

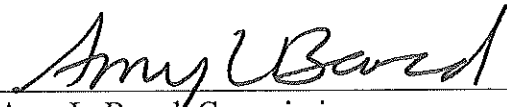
The Indiana Department of Insurance (“Department”), by its counsel Victoria Hastings, and Acuity National Real Estate Solutions, LLC (“Respondent”), a nonresident title insurance producer organization, signed an Agreed Entry which purports to resolve all issues involved in the above-captioned cause number, and which has been submitted to the Commissioner of Insurance (the “Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which levies a five thousand two hundred ninety dollar (\$5,290) civil penalty due to Respondent failing to timely enter four hundred eighty-nine (489) real estate transactions into the RREAL IN database within the statutory required time period, 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 shall pay a civil penalty in the amount of five thousand two hundred ninety dollars (\$5,290) to the Department within thirty (30) days after the Commissioner signs this Final Order. Failure to timely pay the civil penalty may result in the Department taking another administrative action against Respondent.

6/8/23  
Date Signed

  
\_\_\_\_\_  
Amy L. Beard, Commissioner  
Indiana Department of Insurance

Distribution:

Acuity National Real Estate Solutions LLC  
800 Lily Creek Dr. Ste. 102  
Louisville, Kentucky 40243

Victoria Hastings, Attorney  
ATTN: La-Tashia D. Harrison, Junior Insurance Examiner  
Indiana Department of Insurance  
311 W. Washington St., Suite 103  
Indianapolis, IN 46204

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**FILED**

**JUN 08, 2023**

STATE OF INDIANA  
DEPT. OF INSURANCE

**AGREED ENTRY**

This Agreed Entry is executed by the Indiana Department of Insurance (“Department”), by counsel, Victoria Hastings, and Acuity National Real Estate Solutions, LLC (“Respondent”), a nonresident title insurance producer organization licensed to do business in Indiana, to resolve all issues in the above captioned matter. This Agreed Entry is subject to the review and approval of Amy L. Beard, Commissioner, Indiana Department of Insurance (“Commissioner”).

WHEREAS, Respondent is a nonresident title insurance producer organization holding license number 794126 since December 08, 2011;

WHEREAS, Respondent failed to enter four hundred eighty-nine (489) real estate transactions into the RREAL IN Database within the required time period;

WHEREAS, Indiana Code § 27-1-15.6-12(b)(2)(A) states, in part, that the Commissioner may levy a civil penalty against an insurance producer organization for violating an insurance law;

WHEREAS, Indiana Code § 6-1.1-12-43(e)(1) is an insurance law, which states in part that title insurance producers enter real estate transactions into the Residential Real Estate Acquisition

of Licensee Information and Numbers Database (“RREAL IN Database”) as soon as possible after the closing, and within the time prescribed by the Department;

WHEREAS, the Department has interpreted this to be twenty (20) business days, pursuant to Indiana Code § 27-7-3-15.5(e);

WHEREAS, Shawn R. Freibert, Co- Owner of Acuity National Real Estate Solutions, LLC is authorized to act on behalf of Respondent and obligate it to perform in accordance with this agreement; and

WHEREAS, the Department and Respondent (collectively, “the Parties”) desire to resolve this matter without 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 their best interests to enter into this Agreed Entry. As such, Respondent acknowledges that they execute 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 thousand two hundred ninety dollars (\$5,290) to the Department within thirty days (30) after the Commissioner signs the Final Order approving this Agreed Entry. Failure to timely pay the civil penalty may result in the Department taking another administrative action against Respondent.
8. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
9. Respondent has had the opportunity to have this Agreed Entry reviewed by legal counsel of their choosing, at their 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 them legal advice.
10. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
11. 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.

12. 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.
13. 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.
14. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
15. 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.
16. 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.
17. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.

18. 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.
19. 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.
20. 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.
21. Respondent acknowledges that this is an Administrative Action that they may be required to report to other jurisdictions in which they are licensed and on future licensing applications.

5/30/2023  
Date Signed

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

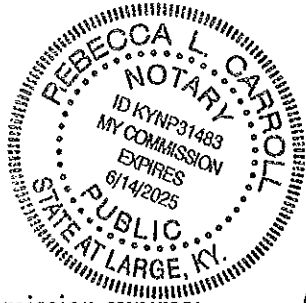
5/25/23  
Date Signed

  
Shawn R. Freibert, Co-Owner MEMBER  
Acuity National Real Estate Solutions, LLC, Respondent

STATE OF KENTUCKY )  
 ) SS:  
COUNTY OF Jefferson)

Before me a Notary Public for Jefferson County, State of Kentucky,  
personally Shawn R. Freibert, on behalf of Acuity National Real Estate Solutions, LLC 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 25<sup>th</sup> day of May, 2023.



Rebecca L. Carroll

Signature

Rebecca L. Carroll

Printed

My Commission expires: 6/14/2025

County of Residence: Jefferson