

**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  
LORI A. CRISP  
LICENSE NO. 0002451635**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Lori A. Crisp (hereinafter "Ms. Crisp") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

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

**WHEREAS**, Ms. Crisp currently holds a resident producer's license with authority for Property and Casualty lines of insurance issued by the Department; and

**WHEREAS**, N. C. Gen. Stat. § 58-33-46(a)(4) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC for improperly withholding, misappropriating, or converting any monies or properties received in the course of doing insurance business; and

**WHEREAS**, N. C. Gen. Stat. § 58-33-46(a)(8) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of NC, for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere; and

**WHEREAS**, a compliance check was made on Allied Insurance Agency in Kannapolis, North Carolina, an agency owned by Ms. Crisp, a licensed agent, on May 14<sup>th</sup> and 21<sup>st</sup>, 2019. The original review was conducted on June 07, 2018; and

**WHEREAS**, the previous compliance check involved a review of the premium bank accounts from November 2017 through May 2018 for which the examiners observed twenty-one (21) overdrafts totaling seven hundred and thirty-five dollars (\$735.00), two NSF's totaling seventy dollars (\$70.00), five (5) returned item fees totaling sixty dollars (\$60.00), and ten (10) negative balances; and

**WHEREAS**, the current compliance check involved a review of the premium bank accounts for the period June 2018 through April 2019 and revealed ten (10) overdrafts totaling three hundred and fifty dollars (\$350.00), eight (8) returned item fees totaling ninety-six dollars (\$96.00) and twelve (12) negative balances; and

**WHEREAS**, the audit made by the Department support findings of violations of 11 NCAC 04.0429, and N.C. Gen. Stat. §§ 58-33-46(a)(4) and (a)(8), and are bases for suspension and/or revocation of Ms. Crisp's producer's license; and

**WHEREAS**, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's regulator; and

**WHEREAS**, Ms. Crisp has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of herself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Ms. Crisp; and

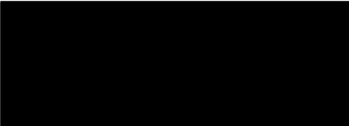
**WHEREAS**, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

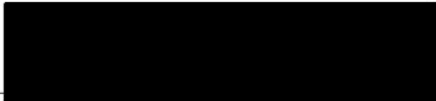
**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Ms. Crisp and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Crisp shall pay a civil penalty of **\$2,500.00** 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. Crisp 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 **February 12, 2020**. 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. Crisp or in any other complaints involving Ms. Crisp.
3. Ms. Crisp 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. Crisp understands he 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. Crisp 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, any and all licenses issued by the Department to Ms. Crisp shall reflect that Regulatory Action has been taken against him. 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 regulators.

**N. C. Department of Insurance**

  
By: ~~Lori A. Crisp~~  
License No. 0002451635

  
By: Angla Hatchell  
Deputy Commissioner

Date: 2-21-20

Date: 3/4/20