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**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 M. MILLER & SON, LLC  
LICENSE NO. 1000550676**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME** M. MILLER & SON, LLC. (hereinafter "MILLER & SON") 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 of insurance agents, brokers, limited representatives, adjusters and motor vehicle damage appraisers; and

**WHEREAS**, MILLER & SON currently holds a non-resident Public Adjuster Business Entity license; and

**WHEREAS**, North Carolina General Statute § 58-33A-45(a)(1) provides that the Commissioner may place on probation, suspend, revoke or refuse to issue or renew a public adjuster's license or may levy a civil penalty in accordance with G.S. 58-2-70 or any combination of actions for providing incorrect, misleading, incomplete or materially untrue information in the license application; and

**WHEREAS**, MILLER & SON in its original application for licensure dated October 16, 2017 and renewal application dated February 16, 2018 answered "No" to the question thereon: "Has the business entity or any owner, partner, officer or director of the business entity, or manager or member of a limited liability company, been named or involved as a party in a administrative proceeding, including a FINRA sanction or arbitration proceeding, regarding a professional or occupational license, or registration which has not been previously reported to this insurance department?"; and

**WHEREAS**, MILLER & SON failed to submit a timely renewal for its Public Adjuster's license to the New Jersey Department of Banking and Insurance as required by May 31, 2017 and continued to engage in the business of Public Adjuster in New Jersey thereafter without a

license, a violation of New Jersey law, for which MILLER & SON was fined by a Consent Order effective August 29, 2017; and

**WHEREAS**, in violation of North Carolina General Statute § 58-33A-45(a)(1), the action taken against MILLER & SON'S public adjuster license by the New Jersey Department of Banking and Insurance was not reported as required on its original and renewal applications for licensure with this Department; and

**WHEREAS**, MILLER & SON has explained to the Department that it did not understand that it had to disclose the New Jersey administrative action on the October 16, 2017 license application question as it misunderstood the screening question to mean that it could exclude the New Jersey administrative action because it this action initially arose from non-renewal of its New Jersey public adjuster's license, as the screening question stated that it could exclude "terminations due solely to...failure to pay a renewal fee"; and

**WHEREAS**, North Carolina General Statute § 58-33A-45(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew a public adjuster's license, or may levy a civil penalty in accordance with G.S.58-2-70 for violating any insurance laws of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's regulator; and

**WHEREAS**, MILLER & SON has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of itself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on this matter against MILLER & SON; 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.

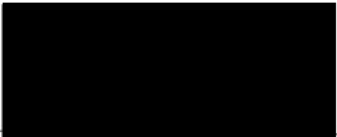
**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, MILLER & SON and the Department hereby agree to the following:


1. Immediately upon the signing of this Agreement, MILLER & SON shall pay a civil penalty of **\$250.00** 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." MILLER & SON 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 **April 25, 2019**. 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 MILLER & SON or in any other complaints involving MILLER & SON.
3. MILLER & SON enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. MILLER & SON understands it 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. MILLER & SON understands that N.C.G.S. § 58-33A-45(a)(2) provides that a public adjuster'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, all licenses issued by the Department to MILLER & SON shall reflect that Regulatory Action has been taken against it. 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.

**M. MILLER & SON, LLC**  
**LICENSE NO. 1000550676**

**N. C. Department of Insurance**

  
By: Michael A. Miller  
Principal & DRLP

  
By: Angela Hatchell  
Deputy Commissioner

Date: 4/17/19

Date: 4/24/19