

**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 PREMIER CLAIMS, LLC  
LICENSE NO. 18527733**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, PREMIER CLAIMS, LLC (hereinafter "PREMIER") and the N. C. Department of Insurance Agent Services Division (hereinafter "Agent Services Division"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

**WHEREAS**, the Department of Insurance has the authority and responsibility for the enforcement of the insurance laws of this State, and the Agent Services Division is responsible for the regulating and licensing of insurance agents and business entities and other persons subject to its areas of responsibility, including public adjusters; and

**WHEREAS**, PREMIER, domiciled in New York and doing the business of public adjusting, currently, holds a non-resident Corporation (Business Entity-Partnership) license issued by the Agent Services Division; and

**WHEREAS**, North Carolina General Stats. §§ 58-33-31(b)(2) and 58-33A-10(c)(2) requires business entities to designate a licensed public adjuster (DRLP), who is a natural person, responsible for the business entity's compliance with the insurance laws and regulations of this State; and

**WHEREAS**, North Carolina General Stat. § 58-33A-90(a) requires public adjusters to report to the Commissioner any administrative action taken against the public adjuster in another state or by another governmental agency in this State within 30 days after the final disposition of the matter. This report shall include a copy of the order, consent order, or other relevant documents; and

**WHEREAS**, Ms. Elizabeth Goodrich is the designated responsible person for Premier Claims, LLC; and

**WHEREAS**, the New York State Department of Financial Services, effective May 12, 2021 fined Premier in the amount of \$49,500.00 for allowing a sublicensee to act as a public adjuster in New York from the period April 2017 to July 2018 without being first licensed to do the business of public adjusting, the use of unauthorized written compensation agreements not in compliance with state law, failure to attach completed "Notice of Cancellation" forms to agreements, and charging fees in excess of the statutory rate; and

**WHEREAS**, the Virginia State Corporation Commission entered into a Settlement Order with Premier effective July 15, 2021 in which PREMIER agreed to pay a penalty in the amount of \$4,000.00 in order to dismiss the case against PREMIER for violating the Virginia laws by knowingly permitting a representative of PREMIER to conduct the business of public adjusting by entering into nineteen (19) contracts with Virginia consumers without first obtaining a public adjuster's license; and

**WHEREAS**, PREMIER failed to report these administrative actions taken against its license within 30 days after the final disposition of those matters as required by North Carolina insurance law, and therefore was in violation thereof; and

**WHEREAS**, PREMIER admits to these violations of North Carolina General Statute § § 58-33A-90(a); and

**WHEREAS**, NC Gen. Stat. § 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 NC Gen. Stat § 58-2-70 for violating any insurance laws or violating any regulation, subpoena, or order of the Commissioner or of another state's insurance regulator; and

**WHEREAS**, PREMIER has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of itself, and the Agent Services Division has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against PREMIER; 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, PREMIER and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, PREMIER 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." PREMIER shall remit the civil penalty by certified mail, return receipt requested, to the Agent Services Division along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Agent Services Division no later than **February 22, 2022**. 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 Agent Services Division's disciplinary power in any future examination of PREMIER or in any other complaints involving PREMIER.
3. PREMIER 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. PREMIER 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. PREMIER understands that N.C.G.S. § 58-33A-45(a)(2) provides that a business entity'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 Agent Services Division to PREMIER shall reflect that Regulatory Action has been taken against it. The Agent Services Division 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 Agent Services Division, upon request, will routinely provide a copy of the 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 your business entity, 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.

**PREMIER CLAIMS, LLC**  
License No. 10000273555

**NC. Department of Insurance**  
**Agent Services Division**



By: Elizabeth Goodrich  
DRLP



By: Angela Hatchell  
Deputy Commissioner

Date: 2/20/22

Date: 2/25/2022