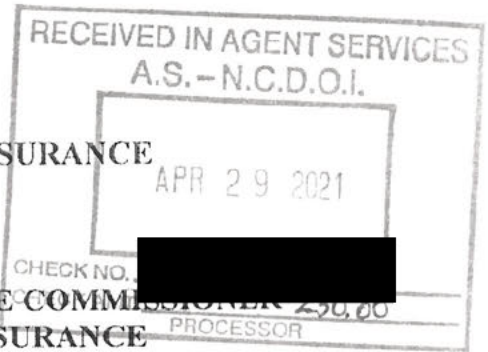


NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF MICHELE LEE RICHMOND
LICENSE NO. 7890353

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, Michele Lee Richmond (hereinafter "Ms. Richmond") 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. Richmond is a North Carolina resident, and currently holds a broker's license and a producer's license with authority for Casualty and Property lines of insurance issued by the Department; and

WHEREAS, North Carolina General Statute § 58-33-46 (a)(2) authorizes the Commissioner to place on probation, suspend, revoke, or refuse to renew an license 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 insurance regulator, or violating any rule of FINRA"; and

WHEREAS, North Carolina General Statute § 58-33-46 (a)(8) authorizes the Commissioner to place on probation, suspend, revoke, or refuse to renew an license 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, on or about December 30, 2020, Ms. Richmond was terminated from Relations Insurance, Inc. for allegedly making material misrepresentations in the form of the submission of falsified declinations with an application for workers' compensation coverage; and

WHEREAS, Ms. Richmond admits to violations of North Carolina General Statute § 58-33-46 (a)(2) and (a)(8), although she states that she relied on the representations from another producer employed by Relations Insurance Inc. that he possessed the declinations at issue; and

WHEREAS, Ms. Richmond has agreed to settle, compromise, and resolve the matter 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.

Richmond; 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. Richmond and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Richmond 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." Ms. Richmond 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 **May 31, 2021**. 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. Richmond or in any other complaints involving Ms. Richmond based upon actions occurring after the signing of this agreement.
3. Ms. Richmond 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. Richmond understands she 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. Richmond 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, all licenses issued by the Department to Ms. Richmond shall reflect that Regulatory Action has been taken against her. 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. Upon request, the Department 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

[Redacted Signature]

By: Michele Lee Richmond
License No. 7890353

[Redacted Signature]

By: Angela Hatchell
Deputy Commissioner

Date: 4/26/21

Date: 4/29/2021