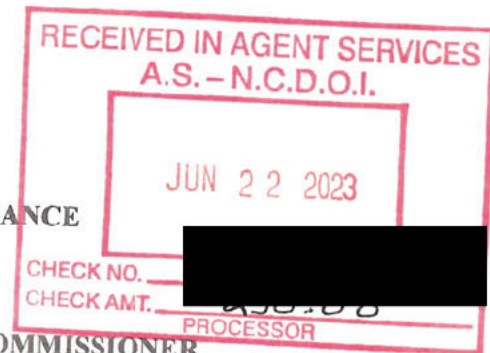


**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**



**IN THE MATTER OF THE LICENSURE
OF TECUMSEH XAVIER GRAHAM, JR.
LICENSE NO. 0008660284**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Tecumseh Xavier Graham, Jr. (hereinafter "Mr. Graham") and the North Carolina 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 Agent Services Division has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing insurance agents, brokers, limited representatives, adjusters, and motor vehicle damage appraisers; and

WHEREAS, Mr. Graham currently holds a Non-resident Company/Independent Firm Adjuster license issued by the Department; and

WHEREAS, North Carolina General Statute § 58-33-46(a)(1) 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 North Carolina for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, North Carolina General Statute § 58-33-46(a)(3) 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 North Carolina for obtaining or attempting to obtain a license through misrepresentation or fraud; and

WHEREAS, North Carolina General Statute § 58-33-46(a)(6) 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 North Carolina for having been convicted of a misdemeanor or felony involving dishonesty, a breach of trust, or moral turpitude; and

WHEREAS, Mr. Graham answered "No" to questions on his applications for licensure on six (6) separate occasions from January 08, 2018 through March 21, 2022 regarding past criminal history; and

WHEREAS, information obtained by the Agent Services Division indicated that Mr. Graham pled guilty to the charge of "Use of a Communication Facility (a telephone) in the Commission of a Felony", a felony (a crime involving moral turpitude), on or about April 01, 1996 in the United States District Court for the Northern District of Ohio for which Mr. Graham was placed on probation for a term

of three (3) years and was ordered to serve the first three (3) months of his probation in home confinement; and

WHEREAS, Mr. Graham, by failing to disclose past criminal history on his applications for licensure, which information was requested and required thereon, was in violation of North Carolina General Statute § 58-33-46(a) (1)(3) and (6); and by being convicted of committing a felony involving moral turpitude, Mr. Graham's license was subject to revocation pursuant to the provisions of North Carolina General Statute § 58-33-46(a)(6); 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 North Carolina General Statute § 58-33-46a) (6)

WHEREAS, N. C. Gen. Stat. § 58-2-70 provides that whenever the Commissioner has reason to believe that any person has violated any law that would subject the license or certification of that person to suspension or revocation, the Commissioner is authorized, in lieu of a hearing, to negotiate a mutually acceptable agreement as to the status of the person's license or certificate or to any civil penalty or restitution; and

WHEREAS, Mr. Graham has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Mr. Graham; and

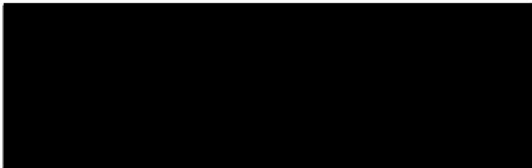
WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon the signing of this Agreement, Mr. Graham 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." Mr. Graham 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 **June 19, 2023**. 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 Mr. Graham or in any other complaints involving Mr. Graham.
3. Mr. Graham enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Graham 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. Mr. Graham 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 Mr. Graham 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, upon request, routinely will 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 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
Agent Services Division**



License No. 0008660284



Deputy Commissioner

Date: June 16th, 2023

Date: 6/23/2023