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JUN 16 2023

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

CHECK NO. [REDACTED]
CHECK AMT. 250.00
PROCESSOR [REDACTED]

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF HEATHERGREY CORPORATION
LICENSE NO. 16160616

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, HEATHERGREY CORPORATION (hereinafter "Heathergrey") and the Agent Services Division of the N.C. Department of Insurance (hereinafter "Agent Services Division"), and hereby voluntarily and knowingly enter into the following Voluntarily Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Agent Services Division has the authority and responsibility for enforcement of the insurance laws of this State, which includes the regulating and licensing of insurance agents and business entities selling, soliciting, or negotiating insurance; and

WHEREAS, Heathergrey, domiciled in Delaware, currently holds a non-resident Corporation (Business Entity) license issued by the Department; and

WHEREAS, North Carolina General Statute § 58-33-31(b)(2) requires business entities to designate a licensed producer (DRLP), who is a natural person, responsible for the business entity's compliance with the insurance laws and administrative rules of this State and orders of the Commissioner; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another government agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, the Ohio Department of Insurance and Heathergrey entered into a Consent Order, effective October 25, 2022, wherein Heathergrey was fined in the amount of \$400.00 for providing an incorrect answer on their application to the Ohio Department of Insurance, dated February 23, 2022, and for failure to report a revocation in Wisconsin on or about February 10, 2020, two administrative actions in Louisiana on or about October 1, 2021 and February 3, 2020, and an administrative action in Indiana on or about May 26, 2021, directly to the Ohio Department of Insurance within thirty (30) days of the final disposition of the matters as required by Ohio insurance law; and

WHEREAS, Heathergrey failed to report the State of Ohio's Department of Insurance administrative action taken against its license within 30 days after the final disposition of those matters as required by North Carolina General Statute § 58-33-32(k), and therefore was in violation thereof; 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, 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, Heathergrey has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of itself and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Heathergrey; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Agent Services Division 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, Heathergrey and the Agent Services Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Heathergrey 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." Heathergrey 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 **June 29, 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 Agent Service's disciplinary power in any future examination of Heathergrey or in any other complaints involving Heathergrey.
3. Heathergrey 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. Heathergrey 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. Heathergrey understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's or 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 Agent Services Division. Following the execution of this Agreement, all licenses issued by the Agent Services Division to Heathergrey 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 Agent Services Division has issued an occupational or professional license to your business entity, that regulator may require you to report this administrative action to it. The Agent Services Division cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

HEATHERGREY CORPORATION
License No. 16160616

NC. DEPARTMENT OF INSURANCE
Agent Services Division

By: Richard P. Dale, Jr.
CEO/President
DRLP – License # 1323860

By: Angela Hatchell
Deputy Commissioner

Date: 5-30-2023

Date: 6/16/2023