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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 NICHOLE MICHELLE NOLIN
NPN: 16856765**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Nichole Michelle Nolin (hereinafter "Ms. Nolin") 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 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; and

WHEREAS, Ms. Nolin currently holds a Non-Resident Producer's license with authority for Accident & Health or Sickness insurance and a Medicare Supplement Long-Term Care insurance license issued by the Agent Services Division; 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 governmental 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, Ms. Nolin was involved in an administrative proceeding with the Florida Department of Financial Services, effective October 08, 2021, in which she was fined \$1,500.00 for not including information on her June 04, 2021 application for licensure regarding actions taken against her producer's license by the California Department of Insurance. Such actions involved an Order of Summary Denial with respect to her application for licensure (December 14, 2012) and an Order of Summary Denial of issuance of an Unrestricted License (March 07, 2021) wherein a Restricted License was issued. Such actions were taken by California with respect to past criminal history involving felony and misdemeanor convictions for the use of personal identifying information of another, forgery, identity theft, and possession of a controlled substance. Florida imposed the fine and placed Ms. Nolin on probation for a term concurrent with the action taken by California because Ms. Nolin's past criminal convictions were substantially related to activities and character required of agents; and

WHEREAS, Ms. Nolin was involved in an administrative proceeding with the Wisconsin Department of Insurance, wherein Ms. Nolin's application for a permanent intermediary agent's license

dated October 27, 2022 was denied effective April 17, 2023 based upon past criminal convictions for crimes substantially related to activities and character required of agents (the use of personal identifying information of another, forgery, identity theft, and possession of a controlled substance); and

WHEREAS, Ms. Nolin failed to report the administrative actions taken by Florida and Wisconsin 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, Ms. Nolin has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of herself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on this matter against Ms. Nolin; 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, Ms. Nolin and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Nolin shall pay a civil penalty of **\$500.00** to the Agent Services Division. 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. Nolin 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 Department must receive the civil penalty and the signed Agreement no later than **October 30, 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 Services Division's disciplinary power in any future examination of Ms. Nolin or in any other complaints involving Ms. Nolin.
3. Ms. Nolin 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. Nolin 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. Nolin 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 Agent Services Division. Following the execution of this Agreement, all licenses issued by the Agents Services Division to Ms. Nolin shall reflect that Regulatory Action has been taken against her. 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, routinely will provide a copy of the voluntary settlement agreement to 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 you, 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.

**N. C. Department of Insurance
Agent Services Division**


By: **Nichole Michelle Nolin**
NPN: 16856765


By: **Joe Wall**
Deputy Commissioner

Date: 10/20/23

Date: 10/2/2023