



**COMMONWEALTH OF MASSACHUSETTS**  
**Office of Consumer Affairs and Business Regulation**  
**DIVISION OF INSURANCE**

1000 Washington Street • Suite 810 • Boston, MA 02118-6200  
(617) 521-7794 • FAX (617) 521-7475  
<http://www.mass.gov/doi>

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

JAY ASH  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

JOHN C. CHAPMAN  
UNDERSECRETARY

DANIEL JUDSON  
COMMISSIONER OF INSURANCE

**SETTLEMENT AGREEMENT**

***Keisha Denise Holley – SIU Investigation # 9095***

This Settlement Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts Division of Insurance (“Division”), with offices at 1000 Washington Street, Boston, Massachusetts 02118 and Keisha Denise Holley (“Holey”) a nonresident licensed Individual Producer under the laws of the Commonwealth of Massachusetts (“Commonwealth”), with a mailing and home address of 1203 Faversham Lane, Rock Hill, South Carolina 29730.

WHEREAS, Holley is licensed by the Division as a nonresident Individual Producer pursuant to M.G.L. c. 175 § 162H *et seq.*; and

WHEREAS, an insurance producer licensed in the Commonwealth must uphold the standards in M.G.L. c. 175 § 162H *et seq.* and must comply with the Commonwealth’s insurance laws, including without limitation, those set forth in M.G.L. c. 175 and M.G.L. c. 176D; the Code of Massachusetts Regulations; and any other regulatory requirements; each of which give the Commissioner or Insurance review, approval, and enforcement authority over licenses; and

WHEREAS, the Division has conducted an investigation, *Special Investigation Number 9095*, and contends that the alleged acts and conduct of Holley as set forth in part in the Division’s correspondence dated **July 13, 2015**, a copy of which is attached and incorporated by reference and made a part of this Agreement, constitute grounds for revocation of Holley’s license; and

WHEREAS, if after a public hearing the Commissioner of Insurance (“Commissioner”), were to find sufficient evidence to determine that Holley did commit the alleged violations, the Commissioner could order the revocation of Holley’s insurance producer license(s) pursuant to M.G.L. c. 175, §162R(a) and c. 176D, and order Holley to pay a civil fine ; and

WHEREAS, Holley is aware of her rights to notice and to a public administrative hearing with respect to the alleged violations of Massachusetts insurance laws in these matters, and hereby waives those rights.

NOW THEREFORE, in consideration of the foregoing and the covenants, warranties, representations, and agreements contained herein, it is mutually agreed as follows:

1. Holley's insurance producer license is hereby permanently revoked as of **July 31, 2015** and shall be returned to the Division on that date. A copy of this signed Agreement must be returned to the Division by **July 31, 2015**.
2. Holley agrees to cease and desist from conducting the business of insurance, including selling, soliciting or negotiating insurance, holding herself out as a licensed insurance producer, or otherwise acting as an insurance producer as of **July 31, 2015**.
3. As of **July 31, 2015**, Holley is prohibited from soliciting, aiding in the placement, continuation, or negotiation of insurance policies or taking any action which may lead any person or entity to believe that Holley is authorized in the Commonwealth to engage in the business of insurance in any capacity, including without limitation, acting as a licensed insurance producer, special insurance broker, public adjuster, insurance advisor, viatical loan provider, viatical broker, viatical settlement broker, viatical settlement provider, reinsurance intermediary broker, reinsurance intermediary manager, or any other licensed insurance professional.
4. In accordance with M.G.L. c. 175, §166B and the terms of this Agreement, Holley shall dispose of any and all interest (direct and indirect) she may have, including without limitation, as proprietor, partner, stockholder, officer, employee of any licensed insurance producer in the Commonwealth by **July 31, 2015**.
5. As of **July 31, 2015**, Holley is prohibited from owning, managing, directing or being an employee, consultant or independent contractor, partner, director or officer, paid or unpaid, of any insurance related business in the Commonwealth. Holley shall return to the Division any insurance producer license in her possession, custody or control.
6. Except as expressly set forth in this Agreement, the failure of the Division at any time to require strict performance by Holley of any terms, provisions, or conditions hereof shall in no way affect the right thereafter to enforce the same, nor shall the waiver by the Division of any breach of any of the terms, provisions, and conditions hereof be construed or deemed a waiver of any succeeding breach of any term, provision, or condition thereof.
7. In the event that the Division finds that there has been a breach of any provision of this Agreement, the Division may, in its discretion, pursue any and all legal remedies permitted by the Massachusetts insurance laws as well as any other appropriate law of the Commonwealth.

8. The provisions of this Agreement may be amended, modified, or expanded solely in writing by joint consent of the Division and Holley.

SIGNED:

\_\_\_\_\_  
Keisha Denise Holley

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Commonwealth of Massachusetts  
Division of Insurance  
By: Matthew M. Burke  
Counsel to the Commissioner

Dated:\_\_\_\_\_

Dated:\_\_\_\_\_