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Heidi G. ...  
Patricia D. Peterson  
Chief Hearing Officer

STATE OF WASHINGTON  
OFFICE OF INSURANCE COMMISSIONER

In The Matter of

NO: 11-0029

MICHEL A. JAMES,

PROPOSED DIVERSION CONTRACT

Licensee

**I. MICHEL A. JAMES "LICENSEE" DUTIES**

1. Licensee shall comply with all applicable federal and state laws during the term of this contract.
2. Licensee shall not violate any applicable Revised Code of Washington or Washington Administrative Codes.
3. Licensee shall respond to inquiries or requests for information made by the Insurance Commission. This includes a duty to promptly return telephone calls or respond to written or email communications. Failure to promptly respond may in itself constitute a material breach of this Diversion Contract and result in termination of the Diversion Contract.
4. Licensee shall contact the Diversion Administrator within 10 days of signing the Diversion Contract to arrange monitoring of the diversion.

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5. Licensee agrees to complete 48 credits hours of ethics credits in addition to the requisite requirement of continuing education credits.
  6. Licensee shall provide evidence of attendance at such courses to the Diversion Administrator no later than 30 days after the conclusion of the course. Proof of attendance shall include the program brochure, evidence of payment, and a statement on Licensee's letterhead.
  7. Licensee agrees to complete 240 hours of community service. Proof will be provided on the non-profit organization's letterhead and state the specific dates when the service was complete.
  8. Licensee shall see a therapist once per month to discuss any issues with theft and impulse control. Licensee's therapist must be approved by the insurance commission.

## II. RESTITUTION

9. All restitution must be paid per the Chief Insurance Commissioner's Order.

## III. COSTS

10. Upon execution of this contract, Respondent shall pay to the Association costs of \$1500.00 for the investigation of this action, evaluation services and the monitoring of this diversion contract. There may be additional costs at the Insurance Commission's discretion.
11. Licensee shall execute authorization to share information with the Insurance Commission.

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**IV. TERM AND TERMINATION**

12. The term of this contract and period of diversion shall be one year, starting on November 1, 2011 and ending on November 1, 2012.

13. Upon completion of the terms and conditions of this Diversion Contract, Licensee shall provide to the Office of the Insurance Commissioner an affidavit or declaration demonstrating that Licensee has fulfilled the terms and conditions of this Diversion Contract.

14. Following receipt of the affidavit or declaration, the Office of the Insurance Commissioner either acknowledges fulfillment of the Diversion Contract, at which point the contract will be terminated and the diverted misconduct will be dismissed, or gives Licensee notice that fulfillment of the Diversion Contract is disputed.

15. If the Office of the Insurance Commissioner determines that the Licensee has materially breached this Diversion contract, the Office of the Insurance Commissioner, in its sole discretion, may render the Licensee's participation in diversion voidable and terminate the contract.

16. Termination of the Diversion Contract shall not give Licensee any claim for damages or other form of relief against the Office of the Insurance Commissioner. If the contract is terminated for breach, the diverted misconduct may be reopened and the Licensee's admission may be sent to the Office of the Insurance

1 Commissioner and introduced into a disciplinary proceeding, at the discretion of the  
2 Commission.  
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4 17. Disputes regarding the fulfillment or material breach of this contract will be  
5 resolved by the Chief Hearing Officer at the Office of the Insurance Commissioner.  
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7 18. Licensee agrees that if there is a dispute regarding a material breach of this  
8 contract, all reports from treatment providers and all information surrounding the  
9 breach may be submitted to the Chief Hearing Officer at the Office of the Insurance  
10 Commissioner.  
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#### 12 **V. AMENDMENT**

13 19. Licensee and the Office of the Insurance Commissioner may amend this  
14 agreement in writing as necessary to add misconduct to be diverted and/or adjust the  
15 terms and conditions of diversion. All amendments must be in writing and signed by  
16 the Licensee and the Office of the Insurance Commission.  
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#### 18 **VI. VOLUNTARY AGREEMENT**

19 20. Licensee states that he (1) has consulted, or has had an opportunity to consult,  
20 independent legal counsel regarding this contract, and (2) enters into this contract  
21 voluntarily, and (3) no promises or threats have been made by the Office of the  
22 Insurance Commission, or any of its representatives to induce the Licensee to enter  
23 into this Diversion Contract, except as provided herein.  
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2 21. Respondent and Respondent's counsel both consent that any communications  
3 regarding failure to comply with the terms of the diversion contract including any  
4 related self care contract may be sent to both Licensee and counsel for Licensee.  
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7 **VII. STIPULATION TO NOT WRITE INSURANCE OR BE IN A POSITION**  
8 **OF TRUST**

9 Mr. James agrees for the next five years not to write insurance or be in a position of  
10 trust. In the event it is discovered and evidence is provided that he has written insurance or  
11 has any responsibility with client finances after this contract is entered, it will be considered  
12 a material breach of this contract and he will stipulate to an immediate revocation.  
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18 Michael James, Licensee

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20 Corey Evan Parker, Bar No. 40006

21 \_\_\_\_\_  
22 Charles Brown, Bar No. 5555

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24 Patricia D. Peterson  
25 Chief Hearing Officer