



**STATE OF RHODE ISLAND  
DEPARTMENT OF BUSINESS REGULATION  
1511 PONTIAC AVENUE, BUILDING 69-2  
CRANSTON, RHODE ISLAND 02920**

**IN THE MATTER OF:**

**MICHAEL MESSORE**

**RESPONDENT.**

**DBR No.: 2024-IN-018**

**&**

**NPN No.: 20276682**

**CONSENT AGREEMENT**

The Director (“Director”) of the Rhode Island Department of Business Regulation (“Department”) issues this Order pursuant to R.I. Gen. Laws § 42-35-1 *et seq.* to provide interested parties with Notice of an administrative hearing in connection with information the Department has received against Michael Messore (“Respondent”). The Director issues this Order to Show Cause, Notice of Hearing, and Appointment of Hearing Officer for the following reasons:

**FACTS SUPPORTING THIS ORDER**

1. Respondent currently holds a resident Rhode Island insurance producer license (License# 3001859137, NPN# 20276682) with a current expiration date of March 31, 2026.
2. In February 2024, during the investigation of a now revoked producer, the Department’s Insurance Division (“Division”) became aware that Respondent had been terminated for cause by an insurer due to Respondent’s activities involving writing fraudulent applications for consumers.



### **Respondent's Fraudulent Activities**

3. On May 31, 2024, the Division received a copy of the Insurance Company's investigative report which revealed that Respondent was terminated for cause from the Insurance Company because he wrote policies using his account on behalf of a producer whose license this Division has already revoked, insurance producer Michael Hutchinson ("Producer Hutchinson").

4. The Insurance Company flagged Respondent's book of business as he shared an upline with another producer who the Insurance Company was investigating. The Insurance Company was also investigating Respondent's upline, who at the time was Producer Hutchinson.

5. When the Insurance Company spoke with Respondent on August 16, 2023, Respondent admitted that Producer Hutchinson had asked him to submit applications for three different clients. Producer Hutchinson claimed he was unable to submit his own applications due to continuing education issues with his application. Respondent and Producer Hutchinson worked together and wrote the applications with the clients over a Zoom call. During these calls, Producer Hutchinson spoke with the clients over the phone and Respondent stated that he "could not hear their voices on the other end." Respondent told the Insurance Company he trusted Producer Hutchinson as he was upline/mentor and so did not question the arrangement.

6. When the Insurance Company contacted one of the consumers associated with the policies, the consumer stated that he did not authorize the sale of a policy from the Insurance Company, but he was familiar with Producer Hutchinson.



7. The Insurance Company then contacted two more consumers, a husband and wife, who stated they had worked with revoked Producer Hutchinson in the past to obtain a life insurance policy and had discussed with him changes to this policy, but they were unaware that he had opened an entirely new policy. Those new policies were cancelled, and the consumers did not mention knowing Respondent.

8. In their investigation, the Insurance Company also noted that Producer Hutchinson had contacted the Insurance Company as Respondent's upline and had inquired regarding multiple of these policies allegedly written by Respondent.

9. In total, Respondent and terminated Producer Hutchinson together wrote three policies, which were all issued on June 6, 2023, for three consumers.

10. Following the Insurance Company's investigation, the Insurance Company terminated both Respondent and Producer Hutchinson on August 14, 2023.

11. On June 26, 2024, the Division reached out to Respondent and inquired about the Insurance Company's termination for cause. The Division received its first response from Respondent on July 3, 2024. In this response, Respondent alleged that he was terminated due to a "a former upline of [his] that took advantage of" him. Respondent further explained that on May 26, 2023, Producer Hutchinson reached out to him asking if Respondent could help him write three policies with the Insurance Company "because there was an issue with his CE credits holding him up and he didn't want his clients to have to wait."

12. Respondent claimed he asked whether this arrangement was "compliant", and Producer Hutchinson told him if he "was present with him and the clients while writing the applications that it was."



13. On August 6, 2024, the Division followed up and inquired more about Respondent's arrangement with Producer Hutchinson. Respondent explained that initially he had worked with Producer Hutchinson and met with consumers virtually over Zoom. If Respondent submitted the applications, then Respondent would pay Producer Hutchinson a portion of his commissions. Respondent stated he had no concerns with this arrangement at the time as Producer Hutchinson was his upline and he trusted him.

14. While the Insurance Company defines an "upline" as "the agent's direct manager who receives a percentage of the downline's sales," the insurance marketing organization that both Respondent and his upline were affiliated with "works with independent contractor insurance agents." And it is the Division's understanding that while Respondent and Producer Hutchinson were certainly not strangers, they were also not in a manager-employee relationship as they were all independent contractors loosely affiliated with both the insurance marketing organization and the Insurance Company.

15. In this follow up statement, Respondent stated that while he was on the Zoom calls in question with Producer Hutchinson, Respondent "couldn't hear the people he spoke to on the phone clearly, but it did seem like he [Hutchinson] was talking to someone."

16. When Respondent used his Insurance Company account to write the policies, he would keep 20% or 15% of the commissions and then send Producer Hutchinson the rest of the commissions as Respondent considered the consumers to be Hutchinson's clients.



17. Producer Hutchinson’s Rhode Island insurance producer license was initially cancelled on May 30, 2023, due to his resident state’s license being inactive and was not reinstated until August 31, 2023.

18. Producer Hutchinson was without an active license in his resident state from April 29, 2023, until August 22, 2023, when it was reinstated.

19. The Division revoked the Producer Hutchinson’s license on March 8, 2024, after multiple attempts to reach out to him for numerous allegations of fraudulent and unauthorized activities.

### **Respondent Paid Two Different Unlicensed Producers**

20. During the outreach to the Insurance Company, the Division also inquired about their commission hierarchy structure. The Insurance Company explained that while these transactions were taking place the other producer as Respondent’s upline would have been receiving a small portion of the commissions directly from the Insurance Company.

21. Respondent told the Division that he sent Producer Hutchinson payments on the mobile application Cash App on June 8<sup>th</sup> and June 14<sup>th</sup>, 2023. Therefore, during the 93-day period of when Producer Hutchinson’s Rhode Island’s license was cancelled, Respondent was sending funds to an unlicensed insurance producer.

22. Separately, one of the transactions was referred to Respondent and Producer Hutchinson by a third-party. In that instance, Respondent agreed to pay Producer Hutchinson an additional 5 percent commission as “Hutchinson said he had to pay a 5% referral fee” to the consumer’s brother. Upon information and belief, that third-party was not a licensed insurance producer at all.



23. When asked, Respondent stated that he did not have any contact with this person but that he believed Hutchinson paid this person the referral fee out of the funds he “paid to Hutchinson using Cash App.”

24. Respondent failed to do any due diligence before paying Producer Hutchinson the additional percentage of the commissions earned to pass unto a third party. Respondent could have easily looked up the third party’s license status in the [lookup system](#) which is linked in the Department’s website. The lookup system allows anyone to check someone’s license status at any time and is the most current information for dozens of states, including Rhode Island and Massachusetts.

25. Therefore, Respondent used his commission payments meant for only himself to then pay two people who were unlicensed at the time the payments took place. Respondent failed to conduct an appropriate amount of diligence in making sure these people could receive the payment before the payments were made.

### **AUTHORITY**

26. R.I. Gen. Laws § 27-2.4-14(a) provides several bases for the Department to bring an action to revoke or suspend an insurance producer’s license including: “(2) Violating any insurance laws, or violating any regulation, subpoena or order of the insurance commissioner or of another state’s insurance commissioner;” “(7) Having admitted or been found to have committed any insurance unfair trade practice or fraud;” “(8) relating to the use of dishonest practices or trustworthiness;” and “(12) Knowingly accepting insurance business from an individual who is not licensed.”

27. R.I. Gen. Laws § 27-2.4-15(a) provides that “No insurer or insurance producer shall pay, directly or indirectly, any commission, service fee, brokerage, or



other valuable consideration to any person for services as an insurance producer unless the person performing the service held a valid license regarding the class or classes of insurance as to which the service was rendered at the time the service was performed. No person, other than a person properly licensed in accordance with this chapter at the time the person performs services as an insurance producer, shall accept any commissions, service fee, brokerage, or other valuable consideration for the services.”

28. R.I. Gen. Laws § 42-14-16(a)(1) provides that after a hearing, the Department can suspend a license or issue penalties for violations of Title 27 or regulations promulgated thereunder.

**THEREFORE**, based on the foregoing, Respondent and the Department have decided to resolve this matter without further administrative proceedings and hereby agree to the following resolution:

- I. Respondent acknowledges the above referenced facts and is entering into this Consent Agreement to resolve this administrative matter concerning his insurance producer license fully and fairly.
- II. Respondent agrees to pay a fine of two hundred and fifty dollars (\$250) to the Department for the violations within thirty (30) days.
- III. Waiver of Hearing and Appeal. By agreeing to resolve this matter through the execution of this Consent Agreement, Respondent knowingly and voluntarily waives any right to an administrative hearing and waive any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1 et seq.



- IV. Enforcement. If Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, Respondent will be in violation hereunder and the Department shall be entitled to immediately to take enforcement or other action in accordance with applicable law.
- V. Compliance; Other Laws. Compliance with the terms of this Consent Agreement does not relieve Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department or any other governmental agency.

Respondent and Counsel for the Department hereby consent and agree to the foregoing the 17th day of February 2025.

Rhode Island Department of  
Business Regulation  
by its Legal Counsel

Michael Messoro  
Respondent

A handwritten signature in black ink, appearing to read "Mariel R. Garcia".

Mariel R. Garcia, Esq.

DocuSigned by:  
*Michael Messoro*  
51717BBD5342427...

2/14/2025

Michael Messoro