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DEC 20 2022

NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

CHECK NO. [REDACTED]  
CHECK AMT. \$1,000.00  
PROCESSOR

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF  
THE LICENSURE OF  
AUTO HELP LINE OF AMERICA, INC.  
LICENSE NO. 119498262

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME, AUTO HELP LINE OF AMERICA, INC. (hereinafter "AUTO HELP LINE") and the Agent Services Division of the North Carolina Department of Insurance (hereinafter "Agent Services Division"), and hereby enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

WHEREAS, the Agent Services Division has the authority and responsibility for the enforcement of the provisions of Chapter 58 of the General Statutes of North Carolina applicable to Motor Clubs and the business of motor clubs in this State; and

WHEREAS, AUTO HELP LINE is a corporation organized and existing under the laws of the State of New York, and is doing business and has been issued a permit by the Department to operate as a foreign motor club in North Carolina; and

WHEREAS, N.C. Gen. Stat. Sec. 58-69-5 provides that no motor club, district or branch office, or franchise motor club shall engage in business in this State unless it holds a valid license issued to it by the Commissioner; and

WHEREAS, N.C. Gen. Stat. Sec. 58-69-15 provides that all licenses and all renewals thereof shall expire on June 30 following issuance or renewal; and

WHEREAS, AUTO HELP LINE failed to timely follow the process of renewal of its license to do business as a motor club in North Carolina by June 30, 2022, and therefore was operating in North Carolina without an active license thereafter in violation of N.C. Gen. Stat. §§ 58-69-5 and 58-69-15; and

WHEREAS, AUTO HELP LINE will be allowed to reinstate its authority back to July 1, 2022 by the Department, and be authorized to act as a motor club in North Carolina upon execution of this Agreement and payment of the imposed penalty; and

**WHEREAS, AUTO HELP LINE** has acknowledged and admitted to these violations; and

**WHEREAS,** pursuant to N.C. Gen. Stat. Sec. 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate "a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution"; and

**WHEREAS,** the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Agreement; and

**NOW THEREFORE,** in consideration of the promises and agreements set out herein, the Department and **AUTO HELP LINE** hereby agree to the following;

1. Immediately upon signing this agreement, **AUTO HELP LINE** shall pay a civil penalty of **\$1,000.00** to the Department. The form of payment shall be 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." **AUTO HELP LINE** 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 no later than **October 10, 2022**. 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. **AUTO HELP LINE** shall comply with all provisions of Chapter 58 of the General Statutes of North Carolina and Title 11 of the North Carolina Administrative Code that are applicable to **AUTO HELP LINE**.
3. This Agreement does not in any way affect the Department's disciplinary power in any future or follow-up examination of **AUTO HELP LINE**, or in any cases or complaints involving **AUTO HELP LINE**. In the event **AUTO HELP LINE** or any of its present or future locations fail to comply with this Agreement or otherwise fail to comply with the laws and rules applicable to **AUTO HELP LINE**, the Department may take any administrative or legal action it is authorized to take.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner of Insurance.
5. **AUTO HELP LINE** enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this

matter. **AUTO HELP LINE** understands that it may consult with an attorney prior to entering into this Agreement.

6. This Voluntary Settlement Agreement, when finalized will be a public record and will not be treated as confidential. All permits issued by the Department to **AUTO HELP LINE** shall reflect that Regulatory Action has been taken against it following the execution of this Agreement. The Department is free to disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure.
7. This Agreement shall become effective when signed by **AUTO HELP LINE** and the Department.

**Auto Help Line of America, Inc.**  
License No. 119498262

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

By: 

Anthony M. Royer  
President

By: 

Angela Hatcher  
Deputy Commissioner

Date: November 29, 2022

Date: 12/20/2022