

**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

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**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF JAMES RAY HILL, JR.
LICENSE NO. 2306665**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, James Ray Hill, Jr. (hereinafter "Mr. Hill") and the Agent Services Division of the North Carolina 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 regulates and licenses insurance agents in North Carolina; and

WHEREAS, Mr. Hill currently holds a resident limited representatives license and resident insurance producer's license with authority for Property, Casualty, Accident & Health or Sickness, Life, Medicare Supplement/Long Term Care, and Variable Life & Variable Annuity lines of insurance issued by the North Carolina Department of Insurance; and

WHEREAS, Mr. Hill was an owner, Vice President, and designated responsible licensed producer for The Benefit Corner, LLC (hereinafter "TBC"), a North Carolina limited liability company which held a business entity insurance producer license issued by the North Carolina Department of Insurance from October 16, 2014 until the license was cancelled for non-payment of the 2017-2018 license renewal fee on June 30, 2017; and

WHEREAS, N.C. Gen. Stat. § 58-33-46(c) requires, in pertinent part, that licensees "notify the Commissioner of the commencement of any bankruptcy, insolvency, or receivership proceeding affecting the person licensed..." "...within three business days after the commencement of the proceeding[;]" and

WHEREAS, N.C. Gen. Stat. § 58-33-46(a)(11) authorizes the North Carolina Insurance Commissioner to suspend, revoke, place on probation, or refuse to renew any license should a licensee "willfully fail[] to provide the notification required by subsection (c) of this section."

WHEREAS, on July 13, 2017, Mr. Hill filed a voluntary petition seeking individual bankruptcy protection under Chapter 7 of the Bankruptcy Code with the United States Bankruptcy Court for the Middle District of North Carolina in the proceeding styled *In re James Ray Hill, Jr.*, No. 17-10790 (Bankr. M.D.N.C.); and

WHEREAS, Mr. Hill admits that he failed to notify the Commissioner of his individual bankruptcy proceeding within three business days of its July 13, 2017 commencement, in violation of N.C. Gen. Stat. § 58-33-46(c); and

WHEREAS, Mr. Hill acknowledges that a willful failure to provide timely notice of the commencement of a bankruptcy proceeding in violation of N.C. Gen. Stat. § 58-33-46(c) would otherwise justify adverse administrative action against Mr. Hill's North Carolina insurance licenses under N.C. Gen. Stat. § 58-33-46(a)(11); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), Agent Services Division, as an authorized designee of the Commissioner of Insurance, has express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's North Carolina insurance license, or as to any civil penalty or restitution; and

WHEREAS, Mr. Hill has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Agent Services Division has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Mr. Hill; and

WHEREAS, this Agreement is civil in nature and does not preclude criminal prosecution that may result from investigations, if any, conducted by the North Carolina Department of Insurance's Criminal Investigation Division for violation of criminal laws; 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, Mr. Hill and the Agent Service Division hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Hill shall pay a civil penalty of two hundred fifty dollars (**\$250.00**) 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." Mr. Hill shall remit the civil penalty by certified mail, return receipt requested, to NCDOI Agent Services Division (Attention: Tommy Walls, ASD) together with the original copy of this Agreement bearing Mr. Hill's signature. **The civil penalty and the signed Agreement must be received by the Department no later than Wednesday, August 25, 2021.** 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 North Carolina Department of Insurance's or the Agent Service Division's disciplinary power in any future examination of Mr. Hill, or in any other complaints involving Mr. Hill or TBC, that do not address the matters and occurrences specifically referenced in this Agreement.

3. Mr. Hill enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Hill understands he 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. Mr. Hill understands that N.C.G.S. § 58-33-46(a)(2) provides that an insurance producer's or broker'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 North Carolina Department of Insurance or the Agent Services Division. Following the execution of this Agreement, all licenses issued by the North Carolina Department of Insurance to Mr. Hill shall reflect that Regulatory Action has been taken against him. The North Carolina Department of Insurance 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 North Carolina Department of Insurance routinely provides copies of voluntary settlement agreements to all 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 North Carolina Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The North Carolina Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

[Redacted Signature]

James Ray Hill, Jr.
N.C. License No. 2306665

Date: 8/11/2021

**AGENT SERVICES DIVISION OF THE
NORTH CAROLINA DEPARTMENT OF INSURANCE**

[Redacted Signature]

By: _____
Angela Hatchell
Deputy Commissioner of the Agent Services Division

Date: 8/17/2021