

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

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF  
THE LICENSURE OF  
GARRY EUGENE HILL, JR.  
(NPN 8855798)**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME Garry Eugene Hill, Jr. (hereinafter "Agent") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of insurance laws of this State, and for regulating and licensing insurance agents; and

WHEREAS, Agent holds active nonresident Life, Accident & Health or Sickness licenses issued by the Department; and

WHEREAS, Agent is a resident of the State of Georgia; and

WHEREAS, disciplinary action has been taken by the State of Georgia against the insurance license issued to Agent by that jurisdiction; and

WHEREAS, Agent failed to timely notify the Department of the disciplinary action taken in the State of Georgia against Agent's insurance licenses issued by that jurisdiction as required by N.C. Gen. Stat. §58-33-32(k); and

WHEREAS, Agent's violation of N. C. Gen. Stat. §58-33-32(k) subjects Agent's nonresident licenses to possible revocation or suspension under N. C. Gen. Stat. § 58-33-46(a)(2) based on Agent's violation of the insurance law of North Carolina; and

WHEREAS, pursuant to N. C. Gen. Stat. §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 mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

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

NOW, THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, the Department and Agent hereby agree to the following:

1. Immediately upon signing this agreement, Agent shall pay a civil penalty of **Two Hundred Fifty Dollars (\$250.00)** 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." Agent shall remit the civil penalty by certified mail, return receipt requested, to the Department along with the original of this Agreement bearing the signature of Agent. The civil penalty and the signed Agreement must be received by the Department no later than September 16, 2013. 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. Agent shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to Agent.

3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Agent understands that N. C. Gen. Stat. § 58-33-46(a)(2) provides that Agent's licenses may be revoked for violating an Order of the Commissioner.

4. Agent enters into this Agreement freely and voluntarily and with knowledge of Agent's right to have an administrative hearing regarding this matter. Agent understands that Agent may consult with an attorney prior to entering into this Agreement.

5. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Agent, or in any other complaints involving Agent. In the event that Agent fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Agent, the Department may take any administrative or legal action it is authorized to take.

6. This Agreement, when finalized, will be a public record and is not confidential. 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. Following the execution of this Agreement, any and all licenses issued by the Department to Agent shall reflect that Regulatory Action has been taken against Agent. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

7. This Agreement shall become effective when signed by Agent and the Department.

This 13 day of August, 2013.

[Redacted Signature]

Garry Eugene Hill, Jr.

Notary 

[Redacted Notary Name]

Bebra Johnson, Notary  
My Commission Expires: 3/22/2017

**NORTH CAROLINA DEPARTMENT OF INSURANCE**

[Redacted Signature]

By:

Angela Ford  
Senior Deputy Commissioner

8-28-13