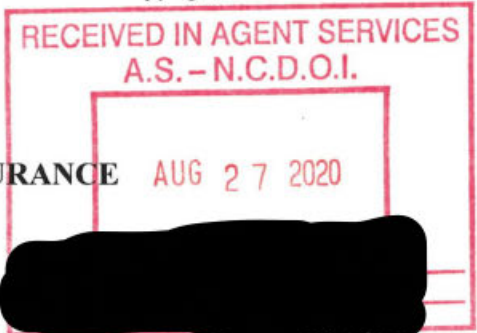


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**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF JAMES MICHAEL McGILVRAY
LICENSE NO. 0018912632**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, James Michael McGilvray (hereinafter "Mr. McGilvray") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

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

WHEREAS, Mr. McGilvray currently holds a non-resident producer's license with authority for Life and Accident & Health or Sickness lines of insurance issued by the Department; and

WHEREAS, N. C. Gen. Stat. § 58-33-46 (a) (1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of North Carolina for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, Mr. McGilvray on his application for licensure dated May 14, 2019 answered "No" to the question thereon: "Have you ever been convicted of a felony, had a judgment withheld or deferred, or are you currently charged with committing a felony?"; and

WHEREAS, on or about July 16, 1997 in Case No. 96-13026-CF in the Palm Beach County Court, State of Florida, Mr. McGilvray was convicted upon a plea of guilty of Burglary, in violation of Section 810.02 (1) & (3) of the Florida Statutes, and of Grand Theft, in violation of Sections 812.014 (1) and (2)(d) of the Florida Statutes, felonies; and

WHEREAS, on or about January 26, 2000 in Case No. 99-007205-CFD02, in the Palm Beach County court, State of Florida, Mr. McGilvray was convicted upon a plea of guilty of Attempted Burglary, in violation of Sections 777.04 (1) and 810.02 (1) of the Florida Statutes, a felony; and

WHEREAS, Mr. McGilvray admits to these violations of N. C. Gen. Stat. § 58-33-46 (a) (1); and

WHEREAS, N. C. Stat. § 58-33-46 (a) (2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's regulator; and

WHEREAS, Mr. McGilvray has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. McGilvray; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department 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. McGilvray and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. McGilvray shall pay a civil penalty of **\$250.00** to the Department. 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. McGilvray shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **September 08, 2020**. 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 Department's disciplinary power in any future examination of Mr. McGilvray or in any other complaints involving Mr. McGilvray.
3. Mr. McGilvray 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. McGilvray 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. McGilvray understands that N.C.G.S. § 58-

33-46 (a) (2) provides that a producer'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 Department. Following the execution of this Agreement, all licenses issued by the Department to Mr. McGilvray shall reflect that Regulatory Action has been taken against him. The Department 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 Department, upon request, will routinely provide a copy of the voluntary settlement agreement 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 N. C. 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 N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

N. C. Department of Insurance


By: James Michael McGilvray
License No. 0018912632


By: Angela Hatchell
Deputy Commissioner

Date: 8/6/20

Date: 8/27/20