

**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 PHS HEALTH SOLUTIONS, LLC
NPN: 17126394
LICENSE NO. 1000465860**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, PREMIER HEALTH SOLUTIONS, LLC (hereinafter "PHS") and the Agent Services Division of the North Carolina Department of Insurance (hereinafter "ASD"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

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

WHEREAS, PHS currently holds a non-resident Corporation Business Entity (Partnership) License with the Department; and

WHEREAS, North Carolina General Statute § 58-33-31(b)(2) requires business entities to designate a licensed producer (DRLP), who is a natural person, responsible for the business entity's compliance with the insurance laws and administrative rules of this State and orders of the Commissioner; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires producers to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, PHS was involved in an administrative proceeding with the Vermont Department of Financial Regulation in which PHS executed a Stipulation and Consent Order effective June 14, 2022 wherein PHS was found to have violated a Vermont law prohibiting licensed producers to accept fees for selling, soliciting, negotiating, or otherwise orchestrating the sale, enrollment, membership or other connection between Vermont residents and

arrangements involving the sharing of health-related expenses that are not insurance as defined by Vermont law; PHS agreed to pay an administrative penalty in the amount of \$65,750.00 and voluntarily surrender its Vermont non-resident producer license and agreed to not reapply for licensure until after December 31, 2022; and

WHEREAS, the Oklahoma Department of Insurance, in an administrative proceeding, effective July 06, 2022, fined PHS in the amount of \$100.00 for publishing materially false and misleading statements regarding the nature of coverage of the benefit plans they were responsible for administering; PHS negligently distributed information through printed and electronically accessible materials, misrepresenting the fixed indemnity/limited benefit plans as Minimum Essential Coverage (MEC) Plan under the Affordable Care Act (ACA); and

WHEREAS, PHS failed to report these administrative actions within 30 days after the final disposition of those matters as required by North Carolina insurance law; and

WHEREAS, North Carolina General Statute § 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, PHS has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of itself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against PHS; 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, PHS and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, PHS shall pay a civil penalty of **\$500.00** 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." PHS 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 **March 23, 2023**. 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 PHS or in any other complaints involving PHS.
3. PHS enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. PHS understands it 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. PHS understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's or business entity'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 PHS shall reflect that Regulatory Action has been taken against it. 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, routinely provides 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 your business entity, 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.

Premier Heath Solutions, LLC
NPN: 17126394
LICENSE NO. 1000465860

NC. Department of Insurance
Agent Services Division


By: Jeffrey J. Burley, Esq.
General Counsel


By: Angela Hatchell
Deputy Commissioner

Date: 3/7/23

Date: 3/10/2023