

NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA )  
COUNTY OF WAKE )

BEFORE THE COMMISSIONER )  
OF INSURANCE )

RECEIVED IN AGENT SERVICES )  
A.S. GREGORY ELIE )

IN THE MATTER OF THE LICENSURE )

VOLUNTARY SETTLEMENT )

AGREEMENT )

AUG 29 2013

AUG 29 2013

CHECK NO. [REDACTED]  
CHECK AMT. 500.00  
PROCESSOR

9/8/24

**NOW COME** Gregory Elie [hereinafter, "Mr. Elie"] and the North Carolina Department of Insurance [hereinafter "the Department"], by and through Senior Deputy Commissioner Angela Ford, and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement, hereinafter "this document":

**WHEREAS**, the Department has the authority and responsibility for enforcement of the insurance laws of this State, for regulating and licensing insurance agents, agencies, and bail bondsmen, and for regulating the continuing education of insurance agents and bail bondsmen;

**WHEREAS**, Mr. Elie holds a nonresident Accident & Health or Sickness and Life agents' licenses originally issued by the Department on February 12, 2010;

**WHEREAS**, on February 14, 2013, in Case No. 13-3764, before the Department of Insurance for the State of South Carolina, a fine in the amount of fifteen hundred dollars (\$1500.00) was imposed by Consent Order against Mr. Elie's resident producer license for having been convicted of a crime of moral turpitude. In particular, Mr. Elie was charged by the South Carolina Department of Revenue and pled guilty to three misdemeanor counts of failure to pay income taxes, file a tax return, or maintain records on December 11, 2012.;

**WHEREAS**, Mr. Elie violated N.C.G.S. §58-33-32(l) by failing to report the misdemeanor convictions to the North Carolina Commissioner of Insurance within thirty days;

**WHEREAS**, Mr. Elie violated N.C.G.S. §58-33-32(k) by failing to report the South Carolina action to the North Carolina Commissioner of Insurance within thirty days;

**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;

**WHEREAS**, Mr. Elie has agreed to settle, compromise, and resolve the matters

referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Elie;

**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**, Mr. Elie has agreed to pay a total administrative fine of \$500.00 in lieu of other administrative action against his license for these violations of Chapter 58;


**WHEREAS**, the parties to this document have reached a mutually agreeable resolution of this matter as set out in this Voluntary Settlement Agreement.

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

1. Contemporaneously with the execution of this document, Mr. Elie shall pay a civil penalty of five hundred dollars (\$500.00) to the Department. The check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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 the public schools. The Department must receive both the civil penalty and this signed document no later than August 30, 2013.
2. Mr. Elie agrees to comply with all statutory and regulatory requirements applicable to insurance agents in this State.
3. This Agreement does not in any way affect the Department's disciplinary power in any future actions, cases or complaints involving Mr. Elie.
4. The parties to this document agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this document.
5. If, for any reason, any part or provision of this document is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
6. The parties to this document have read and understand this document and agree to abide by the terms and conditions contained herein.
7. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. 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.

8. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Elie understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that a producer's license may be revoked for violating an Order of the Commissioner.
9. Mr. Elie voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violation and disciplinary action referenced in this Settlement Agreement. Mr. Elie also waives any right to appeal and agrees not to challenge the validity of this Settlement Agreement in any way.
10. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
11. This written document contains the entire agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.

  
Gregory Elie

Date: 8/20/13

North Carolina Department of Insurance  
By Angela K. Ford  
Senior Deputy Commissioner

Date:   


8-30-13

