

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.

APR 11 2014

APR 11 2014

#102440

#102440

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

HECK NO. _____
HECK AMT. _____

CHECK NO. _____
CHECK AMT. _____

STATE OF NORTH CAROLINA)
COUNTY OF WAKE)
)
IN THE MATTER OF THE LICENSURE)
OF ROBERT GREENBERG)
)
)
)
)

BEFORE THE COMMISSIONER)
OF INSURANCE)
)
VOLUNTARY SETTLEMENT)
)
AGREEMENT)

NOW COME Robert Greenberg [hereinafter, "Mr. Greenberg"] 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. Greenberg holds a nonresident Accident & Health or Sickness and Life agents' licenses originally issued by the Department on July 24, 2009;

WHEREAS, on June 21, 2013, in Case No. 2013-0089-S, before the New York State Department of Financial Services, a fine in the amount of fifteen hundred dollars (\$1500.00) was imposed by Stipulation against Mr. Greenberg's nonresident agent license for having failed to report that the Georgia Department of Insurance had issued his nonresident license on a probationary status and failing to disclose on his renewal application that his application for nonresident producer license was denied by the Pennsylvania Insurance Department;

WHEREAS, Mr. Greenberg violated N.C.G.S. §58-33-32(k) by failing to report the New York Stipulation 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. Greenburg 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. Greenberg;

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. Greenberg has agreed to pay a total administrative fine of \$250.00 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.

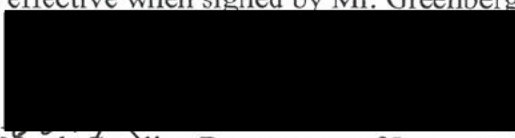
NOW, THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Mr. Greenberg hereby agree to the following:

1. Contemporaneously with the execution of this Agreement, Mr. Greenberg shall pay a civil penalty of two hundred and fifty dollars (\$250.00) 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 from Mr. Greenberg no later than **April 14, 2014**.
2. Mr. Greenberg 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. Greenberg.
4. The parties to this Agreement 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 Agreement have read and understand this Agreement 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. Greenberg 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. Greenberg enters into this Agreement freely and voluntarily and with knowledge of the right to have an administrative hearing regarding this matter. Mr. Greenberg understands that he may consult with an attorney prior to entering into this Agreement.
10. Mr. Greenberg 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 Agreement. Mr. Greenberg also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
11. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
12. 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.
13. This Agreement shall become effective when signed by Mr. Greenberg and the Department.


Robert Greenberg ✓


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

Date: 4/6/2014

Date: 4-23-14