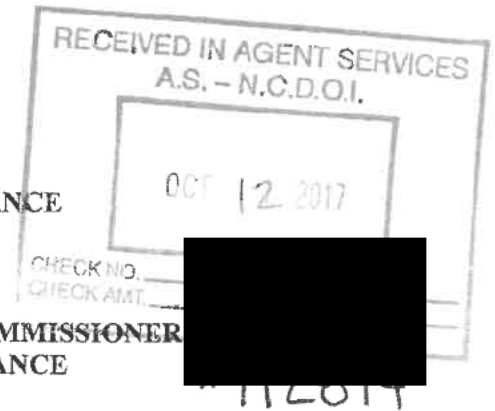


**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**



**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE  
OF NEWBRIDGE SECURITIES CORP.  
LICENSE NO. 1000012530**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Newbridge Securities Corp. (hereinafter "Newbridge") 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**, NEWBRIDGE currently holds a non-resident Corporation (Business Entity) License with the Department; 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**, NEWBRIDGE executed an Acceptance Waiver and Consent (AWC) agreement with FINRA effective June 10, 2015 resulting in NEWBRIDGE being censured and ordered to pay a \$22,500.00 fine

**WHEREAS**, NEWBRIDGE executed an Acceptance Waiver and Consent (AWC) agreement with FINRA effective June 15, 2016 resulting in NEWBRIDGE being censured, ordered to pay a \$115,000.00 fine, and make restitution to affected customers in the total amount of \$188,803.99; and

**WHEREAS**, NEWBRIDGE was involved in an administrative action before the Massachusetts Division of Securities effective June 22, 2016 wherein NEWBRIDGE agreed to and executed a Consent Order in which NEWBRIDGE was ordered to cease and desist from unlawful activities, censured and fined in the amount of \$25,000.00; and

**WHEREAS**, NEWBRIDGE did not report these actions to the Department within 30 days after the final disposition of the matters as required by North Carolina General Statute § 58-33-32(k), and therefore was in violation thereof; and

**WHEREAS**, North Carolina General Statute § 58-33-46a)(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**, NEWBRIDGE in its renewal applications for a non-resident corporate license on February 8, 2016 and February 2, 2017 with the Department answered “no” to the question thereon: “Has the business entity or owner, partner, officer or director of the business entity, or manager or member of a limited liability company, been named or involved as a party in an administrative proceeding, including a FINRA sanction or arbitration proceeding, regarding any professional or occupational license, or registration, which has not been previously reported to this insurance department?”, and was therefore in violation of North Carolina General Statute § 58-33-46a)(1); and

**WHEREAS**, NEWBRIDGE admits to these violations of North Carolina General Statutes §§ 58-33-32(k) and 58-33-46a)(1); 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**, NEWBRIDGE has agreed to settle, compromise, and resolve the matter 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 NEWBRIDGE; 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, NEWBRIDGE and the Department hereby agree to the following:


1. Immediately upon the signing of this Agreement, NEWBRIDGE shall pay a civil penalty of **\$1250.00** 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.” NEWBRIDGE 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 **October 23, 2017**. 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 NEWBRIDGE or in any other complaints involving NEWBRIDGE.
3. NEWBRIDGE 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. NEWBRIDGE 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. NEWBRIDGE 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, any and all licenses issued by the Department to NEWBRIDGE 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 routinely provides copies of 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 corporation, 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.

13<sup>th</sup> October  
This the 22<sup>nd</sup> day of Sept., 2017.

**NEWBRIDGE SECURITIES CORP.**  
License No. 1000012530

**NC. Department of Insurance**

  
By: Robert P. (Bob) Spitzer, CPA  
Chief Financial Officer  
Ft. Lauderdale Branch Manager

  
By: Hasije P. Harris  
Senior Deputy Commissioner  
PFP Group

