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JUN 10  
AGENT SERVICES DIVISION  
N.C. DEPT OF INSURANCE

JUN 10

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 MITCHELL F. AVIDON  
LICENSE NO. 0000422374

VOLUNTARY SETTLEMENT  
AGREEMENT

**NOW COME**, Mitchell F. Avidon (hereinafter "Mr. Avidon") 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. Avidon currently holds a resident producer's license with the Department with authority for Life, Accident & Health or Sickness, Property, and Casualty lines of insurance and a Medicare Supplement/Long Term Care license ; and

**WHEREAS**, North Carolina General Statute §.58-33-46(a)(1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued by the Department for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

**WHEREAS**, Mr. Avidon applied for a resident producer's license with authority of Life and Accident & Health or Sickness with the Department on or about September 16, 2009, then applied for the Medicare Supplement/Long Term Care insurance with the Department on or about October 2, 2009, and thereafter applied for a resident producer's license with authority for Property and Casualty lines of insurance on or about May 9, 2013; and

**WHEREAS**, Mr. Avidon answered "no" to the question on the application for license: "Have you ever been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime" on each application; and

**WHEREAS**, Mr. Avidon, on or about November 15, 1979, was convicted of the charge of "Criminal Possession of a Weapon in the 3<sup>rd</sup> Degree", a felony in Rockland County, New York; and

**WHEREAS**, Mr. Avidon, on or about October 26, 1983, pleaded guilty to the indictable offense of "Possession of a Handgun", a felony in Ocean County, New Jersey; and

**WHEREAS**, Mr. Avidon admits to these violations of North Carolina General Statute § 58-33-46(a)(1); and

**WHEREAS**, Mr. Avidon has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself and his agency, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Avidon; 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. Avidon and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Avidon 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." Mr. Avidon 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 **May 27, 2014**. 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. Avidon or in any other complaints involving Mr. Avidon.
3. Mr. Avidon 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. Avidon 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. Avidon 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.

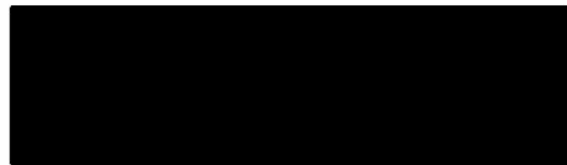
5. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to Mr. Avidon shall reflect that Regulatory Action has been taken against him. The Department is 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 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.

This the 12 day of June, 2014.  
3 JUNE

North Carolina Department of Insurance



By: Mitchell F. Avidon  
License No. 0000422374



By: Angela Ford  
Senior Deputy Commissioner

6-12-14