## NORTH CAROLINA DEPARTMENT OF INSURANCE RALEIGH, NORTH CAROLINA

COUNTY OF WAKE	) BEFORE THE COMMISSIONER OF INSURANCE
IN THE MATTER OF THE LICENSURE ) OF REY CURRIER FINANCIAL ) STRATEGIES, INC )	) ) VOLUNTARY SETTLEMENT ) AGREEMENT
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NOW COME Rey Currier Financial Strategies, Incorporated (hereinafter "Currier Financial") and the North Carolina Department of Insurance (hereinafter "the 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 insurance laws of this State, and for regulating and licensing insurance companies doing business in this State; and

WHEREAS, Currier Financial is North Carolina corporation; and

WHEREAS, Reynold A. Currier (hereinafter "Currier") is President of Currier Financial and duly authorized to execute this agreement on behalf of Currier Financial; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-33-46 (a)(1), the Commissioner of the North Carolina Department of Insurance (hereinafter "the Commissioner") may place on probation, suspend, revoke or refuse to renew any license issued under Article 33 of Chapter 58 of the North Carolina General Statutes for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-33-46 (a)(3), the Commissioner may place on probation, suspend, revoke or refuse to renew any license issued under Article 33 of Chapter 58 of the North Carolina General Statutes for obtaining or attempting to obtain a license through misrepresentation or fraud; and

WHEREAS, a Department investigation revealed that Currier Financial answered "No" to the question "Has the business entity or any owner, partner, officer, or director ever been involved in an administrative proceeding regarding any professional or occupational license on its November 12, 2009 resident North Carolina business entity license application; and

WHEREAS, a department investigation revealed that on or about May 21, 2010, the Financial Industry Regulatory Authority (hereinafter "FINRA") fined Currier \$5,000 and suspended him from association with any FINRA member in any capacity for six months; and

WHEREAS, Currier Financial failed to disclose to the Department the administrative action by FINRA on its application in violation of N.C. Gen. Stat. §§ 58-33-46(a)(1) and 58-33-46(a)(3); and

WHEREAS, Currier Financial has admitted to the foregoing violations; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Currier Financial 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 Currier Financial; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner 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.

NOW, THEREFORE, in consideration of the promises and agreements set out herein, the Department and Currier Financial hereby agree to the following:

- 1. Immediately upon his signing of this document, Currier Financial shall pay a civil penalty of two hundred fifty dollars (\$250.00) to the Department. The form of payment shall be in a 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." Currier Financial shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Currier Financial. The civil penalty and the signed Agreement must be received by the Department no later than August 31, 2011. 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 the public schools.
- 2. Currier Financial shall obey all laws and regulations applicable to all licenses issued to it.
- 3. Currier Financial enters into this Agreement freely and voluntarily and with knowledge of its right to have an administrative hearing on this matter. Currier understands that it may consult with an attorney prior to entering into this Agreement.

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- 4. This agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Currier Financial, or in any cases or complaints involving Currier Financial.
- 5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Currier Financial understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that any license issued under Article 33 of Chapter 58 of the North Carolina General Statutes may be revoked for violating an Order of the Commissioner.
- 6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
- 7. This Voluntary Settlement 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 to third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
- 8. This Agreement shall become effective when signed by Currier Financial and the Department.

This the 22 day of 2011, 2011.

Rey Currier Financial Strategies, Inc.

By: Preside

Reynold A. Currier

President

North Carolina Department of Insurance

By: \_\_\_ Angela Ford /

Senior Deputy Commissioner