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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 MARIVEL ALVAREZ
LICENSE NO. 0007743917

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, Marivel Alvarez (hereinafter "Ms. Alvarez") 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 producers; and

WHEREAS, Ms. Alvarez currently holds a non-resident producer's license with the Department with authority for Property and Casualty insurance; 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 within 30 days after the final disposition of the matter; 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 where a licensee has provided materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, Ms. Alvarez was involved in an administrative proceeding brought against her by the Virginia Department of Insurance resulting in license revocation effective August 8, 2015; and

WHEREAS, Ms. Alvarez did not report this action to the Department within 30 days after the final disposition of the matter as required by North Carolina General Statute § 58-33-32(k), and, therefore, was in violation thereof; and

WHEREAS, Ms. Alvarez admits to this violation; and

WHEREAS, Ms. Alvarez was convicted on misdemeanor theft in the state of Texas in December 26, 1995; and

WHEREAS, Ms. Alvarez failed to disclose this conviction on her license application of November 13, 2014 as required by North Carolina General Statute § 58-33-46(a)(1), and, therefore was in violation thereof; and,

WHEREAS, Ms. Alvarez admits to this violation; and

WHEREAS, North Carolina General Statute § 58-33-46(a) 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 (1) providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and (2) 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, Ms. Alvarez has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of herself and her agency, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Ms. Alvarez; 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, Ms. Alvarez and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Alvarez 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." Ms. Alvarez 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 13, 2016**. 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 Ms. Alvarez or in any other complaints involving Ms. Alvarez.
3. Ms. Alvarez enters into this Agreement, on behalf of herself, freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter. Ms. Alvarez understands she 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. Ms. Alvarez 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 Ms. Alvarez shall reflect that Regulatory Action has been taken against her. 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.

Licensee

[Redacted Signature]

Date: 4/14/2016

By: Marivel Alvarez
License No. 0007743917

N.C. Department of Insurance

[Redacted Signature]

Date: 5-18-16

By: Angela Ford
Senior Deputy Commissioner

