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RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.
MAY 26 2016
STATE OF NORTH CAROLINA
COUNTY OF WAKE

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF DESIREE J. WENDELL
LICENSE NO. 0009699350

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME, Desiree J. Wendell (hereinafter "Ms. Wendell") 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, Ms. Wendell currently holds a non-resident producer's license issued by the Department with authority for Life and Accident & Health or Sickness lines of insurance; 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, Ms. Wendell applied for a non-resident producer's with the Department on or about May 4, 2015; and

WHEREAS, Ms. Wendell answered "no" to the question on the application for license: "Have you ever been named or involved as a party in an administrative proceeding, including FINRA sanction or arbitration proceeding regarding any professional or occupational license or registration?"; and

WHEREAS, Ms. Wendell was involved in an administrative proceeding before the Minnesota Department of Insurance involving her insurance license on November 15, 2010 in

which she entered into a Consent Order and agreed to pay a fine or penalty in the amount of \$2000.00 for providing false and or misleading statements to the department; and

WHEREAS, Ms. Wendell admits to this violation of North Carolina General Statute § 58-33-46(a)(1); and

WHEREAS, Ms. Wendell has agreed to settle, compromise, and resolve the matter referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on this matter against Ms. Wendell; 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. Wendell and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Wendell shall pay a civil penalty of **\$250.00** 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. Wendell 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 24, 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. Wendell or in any other complaints involving Ms. Wendell.
3. Ms. Wendell 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. Wendell 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. Wendell 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. Wendell 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.
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 you, 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.

31st

This the 20th day of May, 2016.

North Carolina Department of Insurance

[Redacted Signature]

By: Desiree J. Wendell
License No. 0009699350

[Redacted Signature]

By: Angela Ford
Senior Deputy Commissioner

5-31-16