[redacted]

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA	)	**BEFORE THE COMMISSIONER**
COUNTY OF WAKE	)	**OF INSUR**[redacted]
	)	
IN THE MATTER OF THE LICENSURE	)	
OF MARIZELA WOOLUMS	)	**VOLUNTARY SETTLEMENT**
NPN 19007102	)	**AGREEMENT**
	)	
	)	

NOW COME Marizela Woolums (hereinafter, "Ms. Woolums") and the North Carolina Department of Insurance (hereinafter "the Department"), by and through Deputy Commissioner Angela Hatchell, 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, for regulating and licensing insurance agents; and

WHEREAS, Ms. Woolums holds resident Property, Casualty, Accident & Health or Sickness, and Life licenses issued by this Department on May 15, 2019; and

WHEREAS, Ms. Woolums was an employee of State Farm independent contractor agent Rodney Sherrill at his agency in Fayetteville from September 28, 2018 through February 18, 2019 and from February 27, 2019 through August 28, 2019, when Ms. Woolums was terminated for cause by State Farm; and

WHEREAS, on January 8, 2020, State Farm notified the Department that it had terminated Ms. Woolums' Select Staff Agreement/License Staff Agreement and accompanying licensed producer appointment pursuant to N.C. Gen. Stat. § 58-33-46(a)(8) for "[u]sing fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere"; and

WHEREAS, in response to the Department's request, State Farm provided documentation indicating that: (a) Ms. Woolums advised two customers that their vehicles had been added to policies when they had not yet been added by an agent in violation of N.C. § 58-33-46(a)(8) and (b) in some instances, at the direction of another agent, performed tasks that required an agent's license before becoming licensed in violation of N.C. Gen. Stat. §§ 58-33-5, 58-33-26(a), and 58-33-120; and

WHEREAS, pursuant to N.C.G.S. § 58-2-70(g), the Commissioner of Insurance 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; and

WHEREAS, Ms. Woolums 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 Ms. Woolums; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

WHEREAS, Ms. Woolums has agreed to pay a total administrative fine of $1000.00 on or before October 20, 2020 in lieu of other administrative action against her licenses for these violations of Chapter 58;

WHEREAS, the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Voluntary Settlement Agreement.

NOW, THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Ms. Woolums hereby agree to the following:

1. Contemporaneously with the execution of this document, Ms. Woolums shall pay a civil penalty of one thousand dollars ($1000.00) to the Department. The certified check, cashier's check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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. The Department must receive both the civil penalty and this signed document from Ms. Woolums no later than **October 20, 2020.**

2. Ms. Woolums agrees to comply with all statutory and regulatory requirements applicable to insurance agents in this State.

3. This Agreement does not in any way affect the Department's disciplinary power in any future actions, cases or complaints involving Ms. Woolums.

4. The parties to this document have read and understand this document and agree to abide by the terms and conditions contained herein.

5. This 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 with third parties upon request or pursuant to any law or policy providing for such disclosure.

6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Woolums understands that N.C. Gen. Stat. § 58-33-46(a)(2) provides that Ms. Woolums' licenses may be revoked

for violating an Order of the Commissioner.

7. Ms. Woolums voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violation and disciplinary action referenced in this Settlement Agreement. Ms. Woolums also waives any right to appeal and agrees not to challenge the validity of this Settlement Agreement in any way.

8. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.

9. This written document contains the entire agreement between the parties. There are no other oral or written agreements of any kind that alter or add to this agreement.

[redacted]
Marizela Woolums

Date: August 14, 2020

[redacted]
North Carolina Department of Insurance
By Angela Hatchell
Deputy Commissioner

Date: 10/21/20