

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

RECEIVED IN AGENT'S OFFICE BEFORE THE COMMISSIONER
A.S. - N.C.D.O.I. OF INSURANCE

FEB 17 2014

IN THE MATTER OF
THE LICENSURE OF
BRENDA C. HESS (NPN6616880)

CHECK NO. [REDACTED]
CHECK AMT. [REDACTED]

PROCESSOR

VOLUNTARY SETTLEMENT
AGREEMENT

101759

NOW COMES Brenda Hess (hereinafter "Hess") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "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, Hess is currently licensed as a resident producer by the Department in the areas of Life and Health, Medicare Supplement, and Long-Term Care; and

WHEREAS, Hess was formerly employed as an agent with Woodmen of the World Life Insurance Society (hereinafter, "Woodmen") until resigning on August 21, 2013; and

WHEREAS, on September 10, 2013, Woodmen of the World Life Insurance Society notified the Department of the termination of its appointment of Hess stating that the termination was voluntary. The written notification provided that Hess "falsified member signatures on forms"; and

WHEREAS, Hess admits that on several occasions she forged member signatures on "Orphan Service" forms. In written statements to the Department, Hess explained that after conducting member interviews of parents, Hess stated that she would sign the names of the adult children who were not present. She admits to providing false signatures on ten to fifteen occasions; and

WHEREAS, Hess did not falsify signatures on insurance policies or related policy documents; and

WHEREAS, the actions of Hess provide sufficient grounds for the revocation of her insurance licenses pursuant to N.C. Gen. Stat. §58-33-46; and

WHEREAS, the actions of Hess are in violation of N. C. Gen. Stat. §58-33-46(a)(7)

which provides substantial grounds for the revocation, suspension or denial of an insurance license for having admitted or been found to have committed any insurance unfair trade practice or fraud; and

WHEREAS, the actions of Hess are in violation of N. C. Gen. Stat. §58-33-46(a)(8) which provides substantial grounds for the revocation, suspension or denial of an insurance license for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or elsewhere; and

WHEREAS, the nature of these violations would provide the Department with an adequate basis upon which to suspend or revoke an insurance license; and

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

NOW THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Hess hereby agree to and waive any objections to the following:

1. Hess shall pay a civil penalty in the amount of **one thousand dollars (\$1,000.00)**, due immediately upon execution of this agreement. The payment shall be in the form of a certified bank check. The check 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 check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before _____.**
2. Hess shall obey all North Carolina laws and regulations applicable to a licensed insurance agent.
3. Hess enters into this Agreement freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter.
4. Hess voluntarily waives any right to a notice of an administrative hearing and any right to a hearing on the violations and disciplinary actions referenced in this Agreement. Hess also waives any right to appeal and agree not to challenge the validity of this Agreement in any way.
5. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Hess.
6. 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.

7. 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.
8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
9. If, for any reason, any part or provision of this Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
10. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the 10 day of February, 2014.

[Redacted Signature]
Brenda C. Hess (NPN 6616880)

[Redacted Signature] 2-18-14
Angela Ford
Senior Deputy Commissioner
North Carolina Department of Insurance

