

**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
WOODROW W. HARPER
LICENSE NO. 0010011169**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Woodrow W. Harper (hereinafter "Mr. Harper") 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 the enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Mr. Harper holds an active license as a surety bail bondsman issued by the Department; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(4) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license for misappropriation, conversion or unlawful withholding of moneys belonging to insurers or others received in the conduct of business under the license; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(5), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes for fraudulent, coercive, or dishonest practices in the conduct of business or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or any other jurisdiction; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(8) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license, among other things, for demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State; and

WHEREAS, N.C. Gen. Stat. § 58-71-95(5) provides that no bail bondsman or runner shall accept anything of value from a principal or from anyone on behalf of a principal except the premium, which shall not exceed fifteen percent (15%) of the face amount of the bond; provided that the bondsman shall be permitted to accept collateral security or other indemnity required by the bondsman; and

WHEREAS, N.C. Gen. Stat. § 58-71-95(5) further provides that collateral security or other indemnity required by the bondsman to be reasonable in relation to the amount of the bond and shall be returned within 15 days after final termination of liability on the bond; and

WHEREAS, Mr. Harper wrote a bond on Travon Robinson (Halifax County, 18CR 050295) and requested and received collateral security from Kimberly Robinson; and

WHEREAS, Mr. Harper failed to return the collateral security to Ms. Robinson within 15 days

after final termination of liability on the bond as required by N.C. Gen. Stat. § 58-71-95(5); and

WHEREAS, Mr. Harper's violations of the provisions of N.C. Gen. Stat. § 58-71-95(5) , 58-71-80 (a) (4), (5) and (8) demonstrate a failure to comply with and/or a violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Mr. Harper's surety bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. § 58-71-80(a)(7); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(7), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes for failure to comply with or violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes or of any order, rule or regulation of the Commissioner; and

WHEREAS, Mr. Harper admits to the violations set out herein; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Mr. Harper 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 Mr. Harper; and

WHEREAS, pursuant to N.C. Gen. Stat. § 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

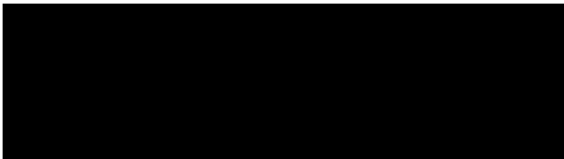
NOW, THEREFORE, in consideration of the promises and agreements set out herein, the Department and Mr. Harper hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Harper shall pay a **civil penalty of \$1,000.00** 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." Mr. Harper shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Harper. The civil penalty and the signed Agreement must be received by the Department no later than **December 29, 2019**. 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. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Harper will be required and has agreed to comply with the provisions of N.C. Gen. Statute § 58-71-71(a) and complete at least 12 hours of education as provided by an approved provider in subjects pertinent to the duties and responsibilities of a bail bondsman including all laws and regulations related to being a bail bondsman on December 07 and 08, 2019, and submit documented verification of such completion to the Department. Such pre-licensing education will be in lieu of and satisfy the requirements of N.C. Gen. Statute § 58-71-71(b).
3. Mr. Harper shall obey all laws and regulations applicable to all licenses issued to him.
4. Mr. Harper enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Harper understands that he

may consult with an attorney prior to entering into this Agreement.

5. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Harper, or in any other cases or complaints involving Mr. Harper.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Harper understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bondsman's license may be revoked for violating an Order of the Commissioner.
7. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. 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 Settlement Agreement shall become effective when signed by Mr. Harper and the Department.

N.C. DEPARTMENT OF INSURANCE



By: Woodrow W. Harper
License No. 0010011169



By: Marty Sumner
Senior Deputy Commissioner

Date: 12-30-2019

Date: 1/6/2020