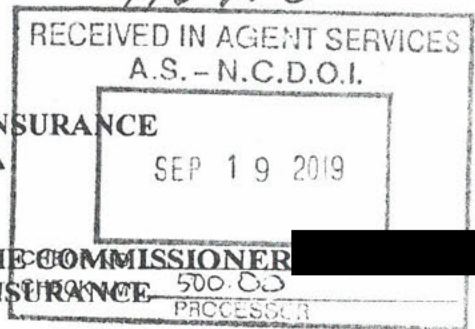


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**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER [REDACTED]
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF DONNA HERBST
LICENSE NO. 0018673386**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Donna Herbst (hereinafter "Ms. Herbst") 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. Herbst currently holds a non-resident producer's license with authority for Accident & Health or Sickness line of insurance issued by the Department; and

WHEREAS, North Carolina General Statute § 58-33-46a) (1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of North Carolina for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, Ms. Herbst answered "No" to the question on her original application for licensure on July 30, 2018 as to whether she had ever been convicted of a felony, had a judgment withheld or deferred, or was currently charged with committing a felony; and

WHEREAS, Ms. Herbst, on or about January 14, 1991, in the Superior Court of Santa Clara County, California, Case No.: B9085883, was convicted of Counts I – IV Forgery; and

WHEREAS, N. C. Gen. Stat. § 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, including enforcement actions taken against the producer by the Financial Industry Regulatory Authority (FINRA), within 30 days after the final disposition of the matter; and

WHEREAS, the State of Maine Department of Insurance took action against Ms. Herbst's license with respect to the forgery convictions, and such action was not reported to this Department in a timely fashion as required by NC Gen. Stat. § 58-33-32(k); and

WHEREAS, Ms. Herbst admits to these violations of NC Gen. Stat. §§ 58-33-46a) (1) and 58-33-32(k); and

WHEREAS, NC Gen Stat. § 58-33-46(a)(2) 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 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. Herbst has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of herself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Ms. Herbst; 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. Herbst and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Ms. Herbst 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. Herbst 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 **September 03, 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 public schools.
2. This Agreement does not in any way affect the Department's disciplinary power in any future examination of Ms. Herbst or in any other complaints involving Ms. Herbst.
3. Ms. Herbst 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. Herbst 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. Herbst 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, all licenses issued by the Department to Ms. Herbst 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.

N.C. Department of Insurance

[Redacted Signature]

By: Donna Herbst
License No. 0018673386

[Redacted Signature]

By: Angela Hatchell
Deputy Commissioner

Date: 9/3/19.

Date: 9/19/19