

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(3) for a material misstatement, misrepresentation or fraud in obtaining the license; 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 issued by the Department, or as to any civil penalty or restitution; and

WHEREAS, the parties to this Agreement desire to resolve this matter by agreement to avoid an administrative hearing regarding this matter; and

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

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

1. Within 60 days of the effective date of this agreement, Bail Bondsman shall pay a civil penalty of **Five Hundred Dollars (\$ 500.00)** to the Department. The form of payment shall be 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." Bail Bondsman shall remit the civil penalty by certified mail, return receipt requested, to the Department at 1201 Mail Service Center, Attn: Jeff Blank BBRD, Raleigh, NC 27699 along with the original of this Agreement bearing the signature of Bail Bondsman. The civil penalty and the signed Agreement must be received by the Department no later than 60 days after the effective date of this agreement. 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. Bail Bondsman shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to Bail Bondsman while he remains actively licensed.
3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bail Bondsman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Bail Bondsman's license may be revoked for violating an Order of the Commissioner.
4. Bail Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bail Bondsman's right to have an administrative hearing regarding this matter. Bail Bondsman understands that Bail Bondsman may consult with an attorney, and that he has consulted with his attorney, prior to entering into this Agreement.
5. This Voluntary Settlement Agreement constitutes a complete settlement of all administrative penalties against Bail Bondsman for the acts, policies or practices expressly addressed in this Voluntary Settlement Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Bail Bondsman, or in any other pending or future complaints involving Bail Bondsman. In the event that Bail Bondsman fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Bail Bondsman, the Department may take any administrative or legal action it is authorized to take.
6. 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 Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman. 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, upon request, a copy of the voluntary settlement agreement to all companies that have appointed the licensee.

7. Bail Bondsman understands and agrees that if a state or federal regulator other than the Department has issued a permit or license to Bail Bondsman, that regulator may require Bail Bondsman to report this administrative action to it. Bail Bondsman understands and agrees that the Department cannot give Bail Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.

8. This Agreement shall become effective when signed by Bail Bondsman and the Department.

By:



Gudiel Toledo

Date: 09-09-2020

North Carolina Department of Insurance

By:



Marty Sumner
Senior Deputy Commissioner

Date: 2/22/21

Review by and consented to:



Brian Walker
Attorney for Gudiel Toledo

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Gudiel Toledo – Voluntary Settlement Agreement