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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

SEP 13 2013

CHECK NO.

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PROCESSOR

PROCESSOR

STATE OF NORTH CAROLINA
COUNTY OF WAKE

~~BEFORE THE COMMISSIONER
OF INSURANCE~~

**IN THE MATTER OF THE LICENSURE OF
HERBERT V. WOODARD, JR.
(NPN 8393904)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Herbert V. Woodard, Jr. (hereinafter "Runner") 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 regulating and licensing professional bail bondsmen, surety bondsmen, and bail bond runners; and

WHEREAS, Runner currently holds a license as a Bail Bond Runner issued by the Department; and

WHEREAS, Runner did not renew his license until after the July 1, 2013 statutory deadline for renewal;

WHEREAS, N.C. Gen. Stat. §58-71-75(a) requires annual renewal of a bail bond runner license on or before July 1 of each year upon payment of the applicable annual renewal fee;

WHEREAS, Runner violated N.C. Gen. Stat. §58-71-75(a) by failing to renew Runner's license on or before July 1, 2013;

WHEREAS, Runner's violation of N. C. Gen. Stat. §58-71-75(a) subjects Runner's license to possible revocation or suspension under N. C. Gen. Stat. §58-71-80(a)(7) based on Runner's violation of the Article 71 of Chapter 58 of the North Carolina General Statutes; 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 mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning 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 Runner hereby agree to the following:

1. Immediately upon signing this agreement, Runner shall pay a civil penalty of **Two Hundred Fifty Dollars (\$250.00)** 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." Runner shall remit the civil penalty by certified mail, return receipt requested, to the Department along with the original of this Agreement bearing the signature of Agent. The civil penalty and the signed Agreement must be received by the Department no later than September 9, 2013. 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. Runner 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 Runner.
3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Runner understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that Runner's license may be revoked for violating an Order of the Commissioner.
4. Runner enters into this Agreement freely and voluntarily and with knowledge of Runner's right to have an administrative hearing regarding this matter. Runner understands that Runner 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 examinations of Runner, or in any other complaints involving Runner. In the event that Runner fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Runner, 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 is not confidential. 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. Following the execution of this Agreement, any and all licenses issued by the Department to Runner shall reflect that Regulatory Action has been taken against Runner.
7. This Agreement shall become effective when signed by Runner and the Department.

[Redacted]

Herbert V. Woodard, Jr.

Date: 9-4-13



NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted]

By:

Angela K. Ford
Senior Deputy Commissioner

Date: 9-25-13