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**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
HERBERT WOODARD, SR.,
LICENSE NO. 0008392448
ENFORCEMENT CASE NO. 26414
(NPN 8392448)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Herbert Woodard, Sr. (hereinafter "Woodard") and the North Carolina Department of Insurance (hereinafter "the 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, Woodard currently holds a professional bail bondsman license (hereinafter "license") issued by the Department; and

WHEREAS, Woodard 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 professional bail bondsman license on or before July 1 of each year upon payment of the applicable annual renewal fee;

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

WHEREAS, Woodard's violation of N.C. Gen. Stat. § 58-71-75(a) subjects Woodard's license to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(7) based on Woodard's violation of 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 Woodard hereby agree to the following:

1. Immediately upon signing this Agreement, Woodard shall pay a civil penalty of **Two Hundred Fifty Dollars (\$250.00)** 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." Woodard shall remit the civil penalty by certified mail, return receipt requested (attention: Jerry Roventini, ASD), to the Department along with the original of this Agreement bearing Woodard's signature. 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. Woodard shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to him.
3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Woodard understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that his license may be revoked for violating an Order of the Commissioner.
4. Woodard enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing regarding this matter. Woodard 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 examinations of Woodard, or in any other complaints involving Woodard. In the event that Woodard fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to him, 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 with 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 Woodard shall reflect that Regulatory Action has been taken against Woodard.
7. This Agreement shall become effective when signed by Woodard and the Department.

[Redacted]

Herbert Woodard, Sr.

Date: 9/4/2013



NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted]

By: Angela K. Ford
Senior Deputy Commissioner

Date: 9-25-13