

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 ANTONIO DRAUGHN

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Antonio Draughn (hereinafter "Draughn") 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 insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Draughn holds an active license as a surety bondsman issued by the Department; and

WHEREAS, the Department received a complaint that Draughn did not return the collateral for a bond written for Fard Sherman within 72 hours of disposal of the case; and

WHEREAS, the upon inquiry from the Department concerning this complaint, Draughn submitted what appears to be a false or altered receipt to the Department; and

WHEREAS, Draughn has subsequently refunded the collateral for that bond to the consumer; and

WHEREAS, **N.C. Gen. Stat. § 58-71-95(5)** states that a bail bondsman or runner must return collateral security or other indemnity required by the bondsman within 72 hours after final termination of liability on the bond; and

WHEREAS, in violation of **N.C. Gen. Stat. § 58-71-95(5)**, Draughn failed to return \$100 in collateral on a bond within 72 hours of termination of liability on that bond; and

WHEREAS, Draughn's violation of **N.C. Gen. Stat. §§ 58-71-95(5)** constitutes financial irresponsibility pursuant to **N.C. Gen. Stat. § 58-71-80(a)(8)**, for which Draughn's surety license could be revoked; and

WHEREAS, Draughn's violation of **N.C. Gen. Stat. §§ 58-71-95(5)** constitutes misappropriation, conversion, or unlawful withholding of monies pursuant to **N.C. Gen. Stat. § 58-71-80(a)(4)**, for which Draughn's surety license could be revoked; and

WHEREAS, Draughn's action in submitting a false or altered receipt to the Department demonstrates incompetence and untrustworthiness pursuant to **N.C. Gen. Stat. § 58-71-80(8)**, for which Draughn's surety license could be revoked; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Draughn 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 Draughn; and

WHEREAS, pursuant to N.C.G.S. § 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 exchange for the consideration of the promises and agreements set out herein, the Department and Draughn hereby agree to the following:

1. Immediately upon his signing of this document, Draughn shall pay a **civil penalty of \$1,000.00** to the Department. The form of payment shall be in a certified check, cashiers 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." Draughn shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Draughn. The civil penalty and the signed Agreement must be received by the Department no later than **March 1, 2007**.
2. Draughn shall obey all laws and regulations applicable to a licensed surety bondsman.
3. Draughn enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Draughn understands that he may consult with an attorney prior to entering into this Agreement.

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4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Draughn, or in any other cases or complaints involving Draughn.

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Draughn understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a bail bondsman's license may be revoked for violating an Order of the Commissioner.

6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

7. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. Any and 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 with 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.

This the 9 day of March, 2007.

North Carolina Department of Insurance

[Redacted Signature]

Antonio Draughn

By:

[Redacted Signature]

315-07

Angela Ford
Senior Deputy Commissioner

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A.S. - N.C.D.O.I.
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CHECK NO. [Redacted]
CHECK AMOUNT [Redacted]
PROCESSOR [Redacted]