

**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
WILBERT J. BASS
LICENSE NO. 10004654**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COMES, Wilbert Bass (hereinafter "Bass") 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 regulating and licensing professional bail bondsmen, surety bail bondsmen, and bail bond runners; and

WHEREAS, Bass currently holds a license as a Surety Bail Bondsman issued by the Department;
and

WHEREAS, N.C. Gen. Stat. § 58-71-20 requires that a bail bondsman return premium when surrendering a defendant except in certain limited instances set forth in N.C. Gen. Stat. § 58-71-20 (1)-(7);
and

WHEREAS, N.C. Gen. Stat. § 58-71-176 requires that in any case where the agreement between principal and surety calls for some portion of the bond premium payments to be deferred or paid after the defendant has been released from custody, a written memorandum of agreement between the principal and surety shall be kept on file by the surety with a copy provided to the principal, and that any subsequent modification of the memorandum must be in writing, signed, dated, and kept on file by the surety, with a copy provided to the principal; and

WHEREAS, N.C. Gen. Stat. § 58-71-140(d) requires that a bail bondsman shall file with the clerk of court having jurisdiction over the principal an affidavit on a form furnished by the Administrative Office of the Courts, which shall include but not be limited to (1) if applicable, a statement that the bondsman has not, nor has anyone for the bondsman's use, been promised or received any collateral, security, or premium for executing this appearance bond, (2) if promised a premium, the amount of the premium promised and the due date, (3) if the bondsman has received a premium, the amount of premium received, and (4) if given collateral security, the name of the person from whom it is received and the nature and amount of the collateral security listed in detail; and

WHEREAS, Bass violated N.C. Gen. Stat. §§ 58-71-20, 58-71-176, and 58-71-140(d) by failing to return premium when surrendering Sterling Raynor Walden; modifying the memorandum of agreement for the bond of Sterling Raynor Walden without preparing a written modification signed, dated, and kept on file by the surety, with a copy provided to the principal; and improperly preparing a collateral affidavit; and

WHEREAS, N.C. Gen. Stat § 58-71-80(a)(7) allows the Commissioner to 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 failure to comply with or violation of the provisions of this Article or of any order, subpoena,

rule or regulation of the Commissioner or person with similar regulatory authority in another jurisdiction; and

WHEREAS, N.C. Gen. Stat § 58-71-80(a)(8) allows the Commissioner to place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina when the licensee has in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; or that the licensee is no longer in good faith carrying on the bail bond business; and

WHEREAS, the violations set forth above may be sufficient to support suspension, probation, revocation or non-renewal of Bass's license as provided in N.C. Gen. Stat. § 58-33-46(a)(7) and (8); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner 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, Bass has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Bass; 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, Bass and the Department hereby agree to the following:


1. Bass shall pay a civil penalty of **\$2,500.00** to the Department on or before June 19, 2021. 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." Bass shall remit the civil penalty by certified mail, return receipt requested, to the North Carolina Department of Insurance, BBRD, 106 Baker Road, Archdale, NC 27263 along with a sign copy of this Agreement. The civil penalty and this Agreement must be received by the Department no later than **June 19, 2021**. 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. Bass shall return to Sterling Raynor Walden the sum of **\$100.00** on or before June 19, 2021. The form of payment shall be by certified check, cashier's check or money order. Bass shall remit the \$100.00 by certified mail, return receipt requested, to Sterling Raynor Walden, 1700 US Highway 70W, Goldsboro, NC 27530.
3. Bass shall return to Melba Dail the sum of **\$3,000.00** on or before June 19, 2021. The form of payment shall be by certified check, cashier's check or money order. Bass shall remit the \$3,000.00 by certified mail, return receipt requested, to Melba Dail, 1700 US Highway 70W, Goldsboro, NC 27530.
4. Bass shall complete the North Carolina Bail Agents Associate Pre-Licensing Education course and obtain a certificate of completion on or before June 19, 2021. A copy of the PLE certificate of completion should be emailed to Debra Turbeville at Debra.Turbeville@ncdoi.gov.

5. This Agreement does not in any way affect the Department's disciplinary power in any future review of Bass or in any other unrelated complaints involving Bass.
6. Bass enters into this Agreement, on behalf of itself, freely and voluntarily and with the knowledge of the right to have an administrative hearing on this matter. Bass understands he may consult with an attorney prior to entering into this Agreement.
7. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bass understands that pursuant to N.C. Gen. Stat. § 58-71-80(a)(7), a bail bondsman's license may be revoked for violating an Order of the Commissioner.
8. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to Bass shall reflect that Regulatory Action has been taken against him. 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.
9. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
10. Be aware that if a state or federal regulator other than the North Carolina 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 North Carolina Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

Wilbert J. Bass

North Carolina Department of Insurance


By: Wilbert J. Bass
License No. 10004654
Date: 6-14-21


By: Marty Sumner
Senior Deputy Commissioner
Date: 6/22/2021