

**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

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**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

CHECK NO. 500.00
CHECK AMOUNT
PROCESS

**IN THE MATTER OF THE LICENSURE OF
JUAN RAMON CAMACHO
(NPN 15875063)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Juan Ramon Camacho ("Bail Bondsman") and the North Carolina Department of Insurance ("Department") and voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing professional and surety bail bondsmen; and

WHEREAS, Bail Bondsman holds a license as a surety bail bondsman ("License") issued by the Department; and

WHEREAS, N.C. Gen. Stat. § 58-71-100(a) requires in relevant part:

When a bail bondsman accepts collateral he shall give a written receipt for the collateral. The receipt shall give in detail a full description of the collateral received. . . [; and]

WHEREAS, N.C. Gen. Stat. § 58-71-140(d) requires:

- (d) Professional bondsmen, surety bondsmen, and runners 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. The affidavit 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.
 - (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 11 NCAC 13 .0512(h) states:

- (h) All indemnity agreements or other security agreements shall be considered as collateral security and shall be listed and described on the form provided by the Administrative Office of the Courts (Form AOC-CR-201 or its successor) entitled 'Appearance Bond for Pretrial Release.'[]; and]

WHEREAS, on April 14, 2012, Bail Bondsman executed a surety bond for Jashaun Deck in *State v. Deck*, 12-CR-051163 (Haywood Co., NC) ("Deck Bond"), for which Bail Bondsman accepted collateral but failed to provide a sufficient collateral receipt, in violation of N.C. Gen. Stat. § 58-71-100(a); and

WHEREAS, Bail Bondsman did not accurately identify the collateral received on the Affidavit of Surety he executed for the Deck Bond, in violation of N.C. Gen. Stat. § 58-71-140(d); and

WHEREAS, on September 12, 2012, Bail Bondsman executed a surety bond for Brenda Sue Ginn in *State v. Ginn*, 12-CR-053309 (Haywood Co., NC) ("Ginn Bond"); and

WHEREAS, Bail Bondsman accepted collateral and an indemnity agreement for the Ginn Bond but did not state so on the Affidavit of Surety, in violation of N.C. Gen. Stat. § 58-71-140(d) and 11 NCAC 13 .0512(h); and

WHEREAS, Bail Bondsman failed to provide a sufficient receipt for the collateral he received for the Ginn Bond, in violation of N.C. Gen. Stat. § 58-71-100(a); and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(7) authorizes the Commissioner to place on probation, suspend, revoke or refuse to renew Bail Bondsman's License for failing to comply with or violating the provisions of Article 71 of N.C. Gen. Ch. 58 and Title 11 of the North Carolina Administrative Code, including N.C. Gen. Stat. §§ 58-71-100(a) and 58-71-140(d) and 11 NCAC 13 .0512(h); 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, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

WHEREAS, the Parties 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. Immediately upon signing this Agreement, Bail Bondsman shall pay a civil penalty of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) 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." Bail Bondsman shall remit the civil penalty by certified mail, return receipt requested (attention: Tom West), to the Department along with the original of this Agreement bearing Bail Bondsman's signature. The civil penalty and the signed Agreement must be received by the Department no later than November 12, 2018. 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 professional and surety bail bondsmen.
3. The Parties 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 he may consult with an attorney prior to entering into this Agreement.
5. This Agreement constitutes a complete settlement of all administrative penalties against Bail Bondsman for the acts, policies or practices expressly addressed in this 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 other or future examination of Bail Bondsman, including specifically with regard to Bail Bondsman's relationship with Cannon Surety, LLC, or in any other 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 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 Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman. The Department routinely provides copies of voluntary settlement agreements 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.

[Redacted Signature]

Juan Ramon Camacho

Date: 10-23-18

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted Signature]

Angela T. Hatchett
Deputy Commissioner of Insurance
Agent Services Division
North Carolina Department of Insurance

Date: 11/18/2018