

**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
LINDA MICHELLE CONNORS,
(NPN 17229828)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Linda Michelle Connors (“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 bail bondsmen; and

WHEREAS, Bondsman holds a surety bail bondsman’s license (hereinafter, the “License”) issued by the Department; and

WHEREAS, on June 15, 2017, bond was set for defendant Larry Dixon in *State v. Dixon*, 17 CR 050997 (McDowell Co., NC) in the amount of \$100,000; and

WHEREAS, on July 27, 2017, Bondsman posted a \$100,000 bond in satisfaction of the Dixon Bond Amount (the “Dixon Bond”); and

WHEREAS, a dispute has arisen between the parties regarding actions taken by the bail agent and whether they are in violation of any administrative code;

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 licenses issued by the Department, or as to any civil penalty or restitution;

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 Bondsman hereby agree to the following:

1. Immediately upon signing this Agreement, 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.” Bondsman shall remit the civil penalty by certified mail, return receipt requested (attention: Linda Long, BBRD), to the Department along with the original of

this Agreement bearing Bondsman's signature. The civil penalty and the signed Agreement must be received by the Department no later than **July 10, 2020**. 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. Bondsman shall return the full premium Bondsman received for the Dixon Bond in the sum of **Five Thousand Twenty-Five Dollars and No cents (\$5,025.00)** to the defendant, Larry Dixon. The form of payment shall be by **certified check, cashier's check or money order** payable to "Larry Dixon". Bondsman must provide proof of payment to the Department along with the signed Agreement and monetary penalty no later than **July 10, 2020**. Proof of payment shall include a photocopy of the form of payment and a written receipt or other written acknowledgment from Mr. Dixon that he has received the payment. This written acknowledgment from Mr. Dixon may take the form an email or handwritten paper acknowledgment or hand-signed receipt. The proof of payment may be provided by Bondsman to the Department via email attachments, and sent to Linda.Long@ncdoi.gov. Bondsman understands that the Department will independently verify receipt of payment by Mr. Dixon.
3. Bondsman shall attend a Pre-Licensing Education (PLE) course certified by the Department, which training shall be completed prior to October 1, 2020. Bondsman understands that this PLE is in addition to and does not satisfy, Bondsman's annual CE requirement. Evidence of attendance at this PLE shall be provided to the Department (attention: Linda Long, BBRD) immediately following the completion of the PLE.
4. Bondsman shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Bondsman.
5. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bondsman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Bondsman's License may be revoked for violating an Order of the Commissioner.
6. Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bondsman's *right to have an administrative hearing regarding this matter*. Bondsman understands that Bondsman may consult with an attorney prior to entering into this Agreement.
7. This Agreement constitutes a complete settlement of all administrative penalties against Bondsman for the acts, policies or practices arising out of the aforementioned bail bond in this Agreement. This Agreement does not in any way affect the Department's disciplinary power in any future examination of Bondsman or in any other complaints involving Bondsman. In the event that Bondsman fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Bondsman, the Department may take any administrative or legal action it is authorized to take.
8. 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, the License issued by the Department to Bondsman shall reflect that Regulatory Action has been taken against Bondsman. The Department

routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

9. Bondsman understands and agrees that if a state or federal regulator other than the Department has issued a permit or license to Bondsman, that regulator may require Bondsman to report this administrative action to it. Bondsman understands and agrees that the Department cannot give Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.

10. This Agreement shall become effective when signed by Bondsman and the Department.



Linda Michelle Connors
NPN: 17229828

Date: 7/7/20

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 
Marty Sumner
Senior Deputy Commissioner

Date: 7/20/20