

96,450

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.

MAY 5 2013

CHECK NO. [REDACTED]
CHECK AMT. 500.00
PROCESSOR [REDACTED]

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA)
COUNTY OF WAKE)

IN THE MATTER OF THE LICENSURE)
OF NIKI DESHAWN DANIELS)
(NPN # 10994683))

BEFORE THE COMMISSIONER)
OF INSURANCE)

VOLUNTARY SETTLEMENT)
AGREEMENT)

NOW COME Niki Deshawn Daniels (hereinafter "Daniels") 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, Daniels holds an active license as a surety bail bondsman issued by the Department; and

WHEREAS, pursuant to N.C. Gen Stat. § 58-71-95(5), collateral security accepted by a bondsman from a principal or from anyone on behalf of a principal shall be returned within 72 hours after the final termination of liability on the bond; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-100(a), when collateral security is received in the form of cash or check or other negotiable instrument, the licensee shall deposit the cash or instrument within two banking days after receipt, in an established, separate noninterest-bearing trust account in any bank located in North Carolina and the trust account funds shall not be commingled with other operating funds; and

WHEREAS, on July 10, 2010, Daniels accepted collateral security in the amount of \$500 from Charles Smith, Jr. (hereinafter "Smith") and failed to deposit the \$500 in a separate noninterest-bearing trust account, in violation of N.C. Gen. Stat. § 58-71-100(a); and

WHEREAS, Daniels failed to return the \$500 collateral security to Smith within 72 hours of the final termination of liability on Smith's bond on December 20, 2011, in violation of N.C. Gen. Stat. § 58-71-95(5); and

WHEREAS, Daniels's violation of N.C. Gen. Stat. §§ 58-71-95(5) and 58-71-100(a) demonstrates a failure to comply with and/or a violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Daniels's surety bail

bondsman license could be revoked pursuant to N.C. Gen Stat. § 58-71-80(a)(7); and

WHEREAS, Daniels admits to the foregoing violations; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Daniels 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 Daniels; 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 or certificate or as to any civil penalty or restitution; and

NOW, THEREFORE, in consideration of the promises and agreements set out herein, the Department and Daniels hereby agree to the following:


1. Immediately upon his signing of this document, Daniels shall pay a **civil penalty of \$500.00** to the Department. The form of payment shall be in a 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." Daniels shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Daniels. The civil penalty and the signed Agreement must be received by the Department no later than **March 4, 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 the public schools.
2. Daniels shall obey all laws and regulations applicable to all licenses issued to him.
3. Daniels enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Daniels understands that he may consult with an attorney prior to entering into this Agreement.
4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Daniels, or in any other cases or complaints involving Daniels.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Daniels 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.

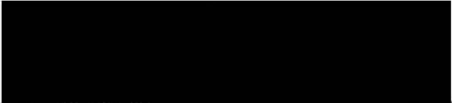
7. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Department is free to disclose the contents of this Agreement to 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.

8. This Settlement Agreement shall become effective when signed by Daniels and the Department.

This the 28th day of Feb, 2013.

By: 
Niki Deshawn Daniels
(NPN # 10994683)

North Carolina Department of Insurance

By:  3-8-13
Angela Ford
Senior Deputy Commissioner