

**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
ANTHONY DUNCAN,
(NPN 16602685)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Anthony Duncan ("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 bail bonding laws of this State and for licensing and regulating professional bail bondsmen, surety bail bondsmen, and runners; and

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

WHEREAS, on September 17, 2020, Bail Bondsman accepted \$3,500 in premium from Demetria Cox and Norma Harper-Weldon to execute bonds for the pretrial release of Brandon Tyler Weldon in *State v. Weldon*, No. 17CRS056810 (Onslow Co.) and *State v. Weldon*, No. 17CRS052764 (Onslow Co.); and

WHEREAS, after receipt of the \$3,500 bond premium, Bail Bondsman did not execute the bonds necessary to effect Mr. Weldon's pretrial release; and

WHEREAS, on September 18, 2020, Ms. Cox and Ms. Harper-Weldon asked Bail Bondsman to return the \$3,500 they had paid to Bail Bondsman; and

WHEREAS, on September 19, 2020, Bail Bondsman returned \$2,900 of the \$3,500 to Ms. Cox and Ms. Harper-Weldon, retaining \$600 which Bail Bondsman called a "power or bond fee;" and

WHEREAS, on September 27, 2020, Ms. Cox submitted a complaint to the Department regarding Bail Bondsman's refusal to return the \$600 or explain the "power or bond fee" charged by Bail Bondsman; and

WHEREAS, on September 28, 2020, the Department forwarded the complaint from Ms. Cox to Bail Bondsman; and

WHEREAS, on October 2, 2020, Bail Bondsman returned the \$600 to Ms. Cox and Ms. Harper-Weldon; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-80(a)(4) by unlawfully withholding moneys belonging to others and received in the conduct of business under his license; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-80(a)(5) by engaging in coercive or dishonest practices in the conduct of business and demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-80(a)(8) by demonstrating incompetency, financial irresponsibility, or untrustworthiness in the conduct of business under his license; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-80(a)(7) by failing to comply with or violating provisions of Article 71 of Chapter 58 of the General Statutes; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-95(5) by charging and accepting an unlawful "power or bond fee" from anyone on behalf of a principal; and

WHEREAS, the violations of law set forth above authorize the Commissioner to place on probation, suspend, revoke, or refuse to renew Bail Bondsman's License; 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 these matters by consent before the Department initiates an administrative hearing concerning these matters; and

WHEREAS, the Parties have reached a mutually agreeable resolution of these matters 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." The original of this Agreement bearing Bondsman's signature shall be mailed to the Department (Attention: Mark Bradrick, BBRD), so as to be received no later than May 14, 2021. Bondsman shall remit the civil penalty by certified mail, return receipt requested (attention: Mark Bradrick, BBRD), to the Department. The penalty

payment must be received by the Department no later than May 14, 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. On or before June 30, 2021, Bail Bondsman shall complete 12 hours of pre-licensing education in lieu of the otherwise required 3 hours of continuing education.
3. Bail 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 Bail Bondsman.
4. 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.
5. 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 Bondsman may consult with an attorney prior to entering into this Agreement.
6. 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 future examination of Bail Bondsman 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 Bondsman, the Department may take any administrative or legal action it is authorized to take.
7. 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 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.
8. 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.
9. This Agreement shall become effective when signed by Bail Bondsman and the Department.

[Redacted]

Anthony Duncan

Date: 04/28/21

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted]
Marty Sumner

Date: May 13, 2021