

**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
CHRISTA DUPREE
LICENSE NO. 0018164711**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Christa Dupree (hereinafter "Ms. Dupree") 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 the insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Ms. Dupree is currently licensed by the Department as a surety bail bondsman; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(7), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes for failure to comply with or violation of the provisions of Article 71 of Chapter 58 of the N.C. General Statutes or of any order, rule or regulation of the Commissioner; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(3), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes for material misstatement, misrepresentation or fraud in obtaining the license; and

WHEREAS, Ms. Dupree, on her August 30, 2020 license renewal application answered "No" to Question 1a) thereon; "Have you ever been convicted of a crime (Felony, Misdemeanor and Traffic convictions) whether or not adjudication was withheld (including Prayer for Judgments "PJC"): and

WHEREAS, Ms. Dupree was convicted of the charge of "Driving While Impaired"

(18CR088195) on July 18, 2019 in Guilford County, NC; and

WHEREAS; pursuant to N.C. Gen. Stat. § 58-2-69(c) provides that if a licensee is convicted in any court of competent jurisdiction for any crime or offense other than a motor vehicle infraction, the licensee shall notify the Commissioner in writing of the conviction within 10 days after the date of the conviction, which includes an adjudication of guilt, a plea of guilty, or a plea of *nolo contendere*; and

WHEREAS, Ms. Dupree did not report her July 18, 2019 conviction in Guilford County, NC of “Driving While Impaired” within 10 days after the date of the conviction as required by N.C. Gen. Stat. § 58-2-69(c), and is therefore in violation thereof; and

WHEREAS, Ms. Dupree’s violations of N.C. Gen. Stat. §§ 58-71-80(a)(3) and 58-2-69(c) demonstrate a failure to comply with and/or violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Ms. Dupree’s surety bail bondsman’s license could be suspended or revoked; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Ms. Dupree 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 Ms. Dupree; 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

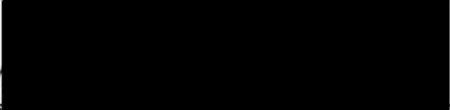
NOW, THEREFORE, in consideration of the promises and agreements set out herein, the Department and Ms. Dupree hereby agree to the following:

1. As set forth above, Ms. Dupree shall remit a **civil penalty in the amount of \$500.00** to the Department. The form of payment shall be in the form of 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.” Ms. Dupree shall send the civil penalty by certified mail, return receipt requested or delivered in person, to the Department simultaneously with the return of this Agreement, signed by Ms. Dupree. The civil penalty and the signed Agreement must be received by the Department no later than **March 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 the public schools.
2. Ms. Dupree shall obey all laws and regulations applicable to all licenses issued to

her.

3. Ms. Dupree enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Dupree understands that she 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 Ms. Dupree, or in any other cases or complaints involving Ms. Dupree.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Dupree understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bail bondsman's license may be revoked for violating an Order of the Commissioner.
6. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. 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, upon request, routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
7. This Settlement Agreement shall become effective when signed by Ms. Dupree and the Department.

N.C. Department of Insurance


By: **Christa Dupree**
License No. 0018164711


By: **Marty Sumner**
Senior Deputy Commissioner

Date: 3/19/2021

Date: 3/29/21