

**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
RANDALL L. EDWARDS
LICENSE NO. 0016552026**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Randall L. Edwards (hereinafter "Mr. Edwards") 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 the enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Mr. Edwards holds an active license as a surety bail bondsman issued by the Department; and

WHEREAS, N.C. Gen. Stat. § 58-71-95(5) provides that no bail bondsman or runner shall accept anything of value from a principal or from anyone on behalf of a principal except the premium, which shall not exceed fifteen percent (15%) of the face amount of the bond;

WHEREAS, N.C. Gen. Stat. § 58-71-95(5) further provides that collateral security or other indemnity required by the bondsman to be reasonable in relation to the amount of the bond and shall be returned within 72 hours after final termination of liability on the bond; and

WHEREAS, a Department investigation revealed that Mr. Edwards required and accepted \$200.00 on August 5, 2015 from Ms. Brittany Lowery, guarantor, as collateral security in connection with two (2) bonds written on Casheena Swindell, and did not return the collateral until on or about August 1, 2016; and

WHEREAS, the case against Ms. Casheena Swindell was disposed of on March 23, 2016 in Alamance County NC District Court, and Mr. Edwards failed to return the collateral security within 72 hours after termination of liability on the bond constituting a violation N.C. Gen. Stat. § 58-71-95(5) to the guarantor, Brittany Lowery; and

WHEREAS, N.C. Gen. Stat. § 58-71-100(a) provides that when a bail bondsman requires and accepts collateral security, it shall be held and maintained in trust and if received in the form of cash or check or other negotiable instrument, the licensee shall deposit the cash or instrument within two (2)

banking days after receipt, in an established, separate noninterest-bearing account in any bank located in North Carolina; and

WHEREAS, Mr. Edwards could not demonstrate that the collateral security required and received from Ms. Brittany Lowery for Ms. Casheena Swindell's surety bond was deposited within two (2) days after receipt in an established, separate noninterest-bearing trust account in a bank located in North Carolina and was therefore in violation of the provisions of N.C. Gen. Stat. § 58-71-100(a); and

WHEREAS, Mr. Edwards's violations of N.C. Gen. Stat. § § 58-71-95(5) and 58-71-100(a) demonstrate 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 Mr. Edwards's surety bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. § 58-71-80(a)(7); 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 North Carolina General Statutes or of any order, rule or regulation of the Commissioner; and

WHEREAS, Mr. Edwards admits to the violation set out herein; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Mr. Edwards 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 Mr. Edwards; 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 Mr. Edwards hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Edwards 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." Mr. Edwards shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Edwards. The civil penalty and the signed Agreement must be received by the Department no later than **January 4, 2017**. 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. Mr. Edwards shall obey all laws and regulations applicable to all licenses issued to him.

3. Mr. Edwards enters into this Agreement freely and voluntarily and with knowledge of his

right to have an administrative hearing on this matter. Mr. Edwards 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 Mr. Edwards, or in any other cases or complaints involving Mr. Edwards.

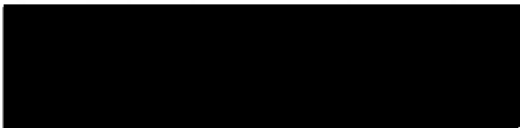
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Edwards understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bondsman's license may be revoked for violating an Order of the Commissioner.

6. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. 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.

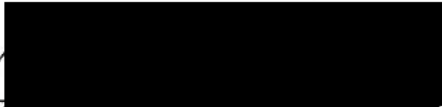
7. This Settlement Agreement shall become effective when signed by Mr. Edwards and the Department.

This the 19 day of January, 2017.

North Carolina Department of Insurance



Randall L. Edwards
License No. 0016552026

By: 

Rebecca A. Stigley
Deputy Commissioner