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**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

STATE OF NORTH CAROLINA)
COUNTY OF WAKE)
)
)
)
IN THE MATTER OF)
TOMMY JOE ELLISON, JR.)
LICENSE NO. 0015938822)

**BEFORE THE COMMISSIONER OF
INSURANCE**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Tommy Joe Ellison, Jr. (hereinafter "Mr. Ellison") 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, Mr. Ellison holds an active license as a surety bail bondsman issued by the Department; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a) (14b), 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 violation of any law governing bail bonding or insurance in this State or any other jurisdiction; and

WHEREAS, the provisions of N.C. Gen. Stat. § 58-71-30 recognizes the right of the surety to enter the residence of his principal and to seize him by virtue of the bond contract agreement which carries with it the principal's implied consent that the surety may seize him at any time and may use such force as is reasonably necessary to enter his residence at any time to do so, it does not authorize the principal, by contract or otherwise, to enter the residence of a third party in which the principal does not himself reside (State of North Carolina v. Mathis, 349 N.C. 503, 509 S.E.2d 155 (1998)); and

WHEREAS, Mr. Ellison on October 22, 2011 entered the house of Mr. Russell Craig, the guarantor's ex-husband, at 210 High Street in Hamlet, North Carolina, a residence wherein Mr. Paul Montez Williams, the principal, did not reside, without the permission of Mr. Craig, in search of Mr. Williams, constituting a violation of N.C. Gen. Stat. § 58-71-30; and

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

WHEREAS, Mr. Ellison's violation of N.C. Gen. Stat. § 58-71-30 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 Mr. Ellison's surety bail bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. § 58-71-80(a) (7); and

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

1. Immediately upon his signing of this document, Mr. Ellison shall pay a **civil penalty of \$250.00** 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." Mr. Ellison shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Ellison. The civil penalty and the signed Agreement must be received by the Department no later than **September 10, 2012**. 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. Ellison shall obey all laws and regulations applicable to all licenses issued to him.
3. Mr. Ellison enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Ellison 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. Ellison, or in any other cases or complaints involving Mr. Ellison.
5. The parties to this Agreement agree that this Agreement shall have the full force

and effect of an Order of the Commissioner. Mr. Ellison 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. 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. Ellison and the Department.

This the 20th day of Sept, 2012.

North Carolina Department of Insurance


Tommy Joe Ellison, Jr.
License No. 0015938822


By: Angela Ford
Senior Deputy Commissioner

10-3-12