

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

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER OF
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF MARIE MARCHELLE EVERHART
LICENSE NO. 0011385758**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Marie Marchelle Everhart (hereinafter "Ms. Everhart") 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, Ms. Everhart holds active licenses as a Surety Bail Bondsman and Bail Bond Runner issued by the Department; and

WHEREAS, information received by the Department relating to bonds written on behalf of Defendant Jenitta Grace reflected violations of the North Carolina statutes and rules regulating bail bondsmen and the business of bail bonds on the part of Ms. Everhart; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(8) provides, among other things, that the Commissioner may deny, place on probation, suspend, revoked or refuse to renew any license when in the judgment of the Commissioner, the licensee has in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; and

WHEREAS, N.C. Gen. Stat. § 58-71-20 provides that at any time before there has been a breach of the undertaking in any type of bail or fine and cash bond the surety may surrender the defendant to the sheriff of the county in which the defendant is bonded to appear or to the sheriff where the defendant was bonded; in such case the full premium shall be returned within 72 hours after the surrender. The defendant may be surrendered without the return of premium for the bond if the defendant does any of the following: (1) Willfully fails to pay the premium to the surety or willfully fails to make a premium payment under the agreement specified in G.S. 58-71-167. (2) Changes his or her address without notifying the surety before the address change. (3) Physically hides from the surety. (4) Leaves the State without the permission of the surety. (5) Violates any order of the court. (6) Fails to disclose information or provides false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any State or federal court. (7) Knowingly provides the surety with incorrect personal identification, or uses a false name or alias; and

WHEREAS, Ms. Everhart surrendered Ms. Grace without cause for non-payment to the

Court in violation to the provisions of N.C. Gen. Stat. § 58-71-20; and

WHEREAS, NC Gen. Stat § 58-71-167 provides:

(a) In any case where the agreement between principal and surety calls for some portion of the bond premium payments to be deferred or paid after the defendant has been released from custody, a written memorandum of agreement between the principal and surety shall be kept on file by the surety with a copy provided to the principal. The memorandum shall contain the following information: (1) The amount of the premium payment deferred or not yet paid at the time the defendant is released from jail. (2) The method and schedule of payment to be made by the defendant to the bondsman, which shall include the dates of payment and amount to be paid on each date. (3) That the principal is entitled to a copy of the memorandum.

(b) The memorandum must be signed by the defendant and the bondsman, or one of the bondsman's agents, and dated at the time the agreement is made. Any subsequent modifications of the memorandum must be in writing, signed, dated, and kept on file by the surety, with a copy provided to the principal; and

WHEREAS, 11 NCAC 13 .0512(h) provides that all indemnity agreements or other security agreements shall be considered as collateral security and shall be listed and described on the form provided by the Administrative Office of the Courts (Form AOC-CR-201 or its successor) entitled "Appearance Bond for Pretrial Release"; and

WHEREAS, no proper Memorandums of Agreements for any of the bonds written by Ms. Everhart were issued; and

WHEREAS, N.C. Gen. Stat. § 58-71-140 (d) provides that professional bondsmen, surety bondsmen, and runners shall file with the clerk of court having jurisdiction over the principal and affidavit on a form furnished by the Administrative Office of the Courts which shall include but not limited to: (1) If applicable, a statement that the bondsman has not, nor has anyone for the bondsman's use, been promised or received any collateral security or premium for executing this appearance bond; (2) If promised a premium, the amount of premium promised and the due date; (3) If the bondsman has received a premium, the amount of the premium received; (4) If given collateral security, the name of the person from whom it is received and the nature and amount of the collateral security listed in detail; and

WHEREAS, appearance bonds filed by Ms. Everhart for pre-trial release for Ms. Grace were improperly or factually completed when sworn to by Ms. Everhart at the jail and in violation of N.C. Gen. Stat. § 58-71-140 (d) and 11 NCAC 13 .0512(h); and

WHEREAS, N.C. Gen. Stat. § 58-71-130 provides that if money or bonds have been deposited, bail by sureties may be substituted therefor at any time before a breach of the undertaking, and the official taking the new bail shall make an order that the money or bonds be refunded to the person depositing the same and they shall be refunded accordingly, and the original undertakings shall be canceled; and

WHEREAS, Ms. Everhart violated the provisions of N.C. Gen. Stat. § 58-71-130 by having another bondsman signs the bonds and transfer them to Ms. Everhart without proper paperwork; 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, Ms. Everhart's violations of N.C. Gen. Stat. §§ 58-71-20, 58-71-167, 58-71-140 (d), 58-71-130 and 11 NCAC 13.0512 (h) 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 Ms. Everhart's surety bondsman license and bail bond runner license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. §§ 58-71-80(a) (8); and

WHEREAS, Ms. Everhart admits to the violations set out herein; and

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

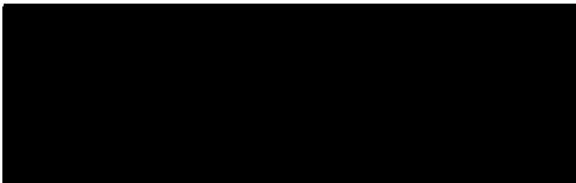
WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution; and

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

1. Immediately upon his signing of this document, Ms. Everhart shall pay a **civil penalty of \$3,000.00** 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." Ms. Everhart shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Everhart. The civil penalty and the signed Agreement must be received by the Department no later than **August 28, 2020**. 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. Everhart was ordered to and has agreed to return the premium of \$9,400 to Ms. Grace within 72 hours of June 29, 2020; and
3. Ms. Everhart was ordered to and has agreed to not surrender Ms. Grace on the bonds in question.
4. Ms. Everhart was ordered to and has agreed to register for Pre-Licensing Education as set forth in N.C. Gen. Stat. §58-71-71 (a) in the first week of July 2020; and
5. Mr. Everhart was ordered to and has agreed to complete the Pre-Licensing Education requirements by August 28, 202; and
6. Ms. Everhart shall obey all laws and regulations applicable to all licenses issued to her; and
7. Ms. Everhart enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Everhart understands that she

may consult with an attorney prior to entering into this Agreement.

8. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Ms. Everhart, or in any other cases or complaints involving Ms. Everhart.
9. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Everhart understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bondsman's license and bail bond runner's license may be revoked for violating an Order of the Commissioner.
10. 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, upon request, routinely provide a copy of the voluntary settlement agreement to all companies that have appointed the licensee.
11. This Settlement Agreement shall become effective when signed by Ms. Everhart and the Department.



By: Marie Marchelle Everhart
License No. 0011385758



By: Marty Sumner
Senior Deputy Commissioner

Date: 12/3/20

Date: 12/9/2020