

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

**BEFORE THE COMMISSIONER OF
INSURANCE**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**VOLUNTARY SETTLEMENT
AGREEMENT**

**IN THE MATTER OF THE
LICENSURE
OF RICHARD HASSON
LICENSE NO. 0018984841**

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

WHEREAS, Mr. Hasson wrote a bond for Jessica Danielle Webb and received a premium therefor and an indemnity agreement from Mr. Donald Killian, Jr.; and

WHEREAS, NC Gen. Stat. § 58-71-80(a)(5) provides that the Commissioner may deny, place on probation, suspend, revoke or refuse to renew any license of a licensee for fraudulent, coercive, or dishonest practices in the conduct of business or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or any other jurisdiction; and

WHEREAS, NC Gen. Stat. § 58-71-80(a)(8) provides that the Commissioner may deny, place on probation, suspend, revoke 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; or that the licensee is no longer in good faith carrying on the bail bond business; or that the licensee is guilty of rebating, or offering to rebate, or offering to divide the premiums received for the bond; and

WHEREAS, NC 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, 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, Mr. Hasson did not complete Form AOC-CR-201 as required by NC Gen. Stat. § 58-71-140 (d) when taking and indemnity agreement in connection with a bail bond; and

WHEREAS, NC Gen. Stat. § 58-71-20 provides: 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, Mr. Hasson surrendered Ms. Webb to the courts for reasons not set forth in NC Gen. Stat. § 58-71-20, and therefore was not entitled to retain the premium paid by Mr. Killian and did not return the bond premium until eleven (11) days after the 72 hour period following surrender of Ms. Webb to the court had elapsed, a violation of NC Gen. Stat. § 58-71-20; 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. Hasson's violations of N.C. Gen. Stat. §§ 58-71-140 (d), 58-71-140(d)(4) and 11 NCAC 13 .0512(h), and actions taken with respect to the bond written on Ms. Webb and the premium paid by Mr. Killian 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. Hasson's surety bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. §§ 58-71-80(a)(5) and (8); and

WHEREAS, Mr. Hasson admits to the violations set out herein; and

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

1. Immediately upon his signing of this document, Mr. Hasson 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. Hasson shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Hasson. The civil penalty and the signed Agreement must be received by the Department no later than **July 31, 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. Mr. Hasson shall obey all laws and regulations applicable to all licenses issued to him.
3. Mr. Hasson enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Hasson 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. Hasson, or in any other cases or complaints involving Mr. Hasson.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Hasson 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, upon request, routinely provides a copy of the voluntary settlement agreement to all companies that have appointed the licensee.

7/20/20

By: Richard Hasson

By: Marty Sumner

License No. 0018984841

Senior Deputy Commissioner

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

Date: 07/07/2020
Date: _____

N. C. Department of Insurance