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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA)
COUNTY OF WAKE)
))
))
IN THE MATTER OF THE LICENSURE)
OF COREY ALLEN HICKMAN)
(NPN # 15878216))
))

BEFORE THE COMMISSIONER
OF INSURANCE

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Corey Allen Hickman (hereinafter "Hickman") and the North Carolina Department of Insurance (hereinafter "the 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, Hickman holds an active license as a surety bail bondsman issued by the Department; and

WHEREAS, pursuant to 11 NCAC 13.0515, whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant and copies of all receipts issued shall be kept by the bail bondsman. All receipts issued must: (1) be prenumbered by the printer and used and filed in consecutive numerical order, (2) show the name and address of the bail bondsman, (3) show the amount and date paid, (4) show the name of the person accepting payment, (5) show the total amount of the bond for which the fee is being charged and the name of the defendant; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-95(5), 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; provided that the bondsman shall be permitted to accept collateral security or other indemnity from a principal or from anyone on behalf of a principal. Such collateral security or other indemnity required by the bondsman must 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, pursuant to N.C. Gen. Stat. § 58-71-100(a), when a bail bondsman accepts collateral he shall give a written receipt for the collateral. The receipt shall give in detail a full description of the collateral received. Collateral shall be held and maintained in trust. When collateral security is received in the form of cash or check or other negotiable instrument, the licensee shall deposit the cash or instrument within two banking days after receipt, in an established, separate noninterest-bearing trust account in any bank located in North Carolina. The trust account funds under this section shall not be commingled with other operating funds; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80 (a)(7), the Commissioner of the North Carolina Department of Insurance (hereinafter "the Commissioner") may place on probation, suspend, revoke or refuse to renew any license issued under Article 71 of Chapter 58 of the North Carolina General Statutes for failing to comply with or violating 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, a Department investigation revealed that on or about September 15, 2010, Hickman posted a bond in the amount of \$500 for George Esule in Randolph County file 09 CR 705641; and

WHEREAS, in exchange for posting the bond, Hickman charged a premium of \$75 and

required Pamela Swaney to give him \$200 cash as collateral; and

WHEREAS, Hickman gave the collateral to his supervising agent and failed to ensure that the collateral was deposited in an established, separate noninterest-bearing trust account in any bank located in North Carolina within two banking days after he received it, in violation of N.C. Gen. Stat. §§ 58-71-100(a) and 58-71-80(a)(7); and

WHEREAS, Hickman failed to return the \$200 cash collateral within 72 hours after the final termination of liability on the bond, in violation of N.C. Gen. Stat. §§ 58-71-95(5) and 58-71-80(a)(7); and

WHEREAS, the Department's investigation further revealed that as the receipt for the premium fee Hickman issued a document that was not prenumbered by the printer and did not have the address of the bondsman on it, in violation of 11 NCAC 13.0501(1) and (2) and N.C. Gen. Stat. § 58-71-80(a)(7) .

WHEREAS, Hickman has admitted to the foregoing violations; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Hickman 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 Hickman; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner 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.

NOW, THEREFORE, in consideration of the promises and agreements set out herein,

the Department and Hickman hereby agree to the following:

1. Immediately upon his signing of this document, Hickman shall pay a civil penalty of five hundred dollars (\$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." Hickman shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Hickman. The civil penalty and the signed Agreement must be received by the Department **no later than October 19, 2011**. 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. Hickman shall obey all laws and regulations applicable to all licenses issued to him or his company.
3. Hickman enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Hickman 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 Hickman, or in any cases or complaints involving Hickman.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Hickman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that any license issued under Article 71 of Chapter 58 of the North Carolina General Statutes may be revoked for violating an Order of the Commissioner.

6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

7. 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.

8. This Agreement shall become effective when signed by Hickman and the Department.

This the 19 day of October, 2011.

By: _____

Corey Allen Hickman
(NPN # 15878216)

North Carolina Department of Insurance

By: _____

Angela Ford
Senior Deputy Commissioner

10-17-11