

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
ROLAND LOFTIN

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COMES Roland Loftin (hereinafter "Loftin") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State, for regulating and bail bondsman; and

WHEREAS, Loftin currently holds a Professional Bail Bond license that was issued on April 29, 2004; and

WHEREAS, Loftin was previously licensed as a surety bail bondsman in April 2004, but surrendered his surety license on March 21, 2006 in lieu of administrative action for failure to submit monthly reports pursuant to N.C. Gen. Stat. § 58-71-165;

WHEREAS, on or about March 18, 2005, Loftin wrote a surety bond in the amount of \$100,000 for Maria De La Cruz. Loftin received \$10, 000 in premium for writing this bond; and

WHEREAS, at the time of writing the bond Loftin was appointed with Cole's Surety Company (hereinafter "Cole's") in Fairfax, Virginia; however, Loftin was not authorized to write more than \$20,000 in bonds for Cole's; and

WHEREAS, Loftin did not report the bond written for De La Cruz to the Department or to Cole's; and

WHEREAS, Loftin stacked six (6) bond writing powers to gather the authority to write the bond for De La Cruz; and

WHEREAS, Loftin engaged in rebating by paying bondsman Bobby Jenkins \$3000 as a premium for assisting him the bond for De La Cruz; and

WHEREAS, the actions of Loftin are in violation of N.C. Gen. Stat. § 58-71-80(8); and

WHEREAS, these violations provide the Department with an adequate basis to initiate an administrative proceeding to suspend or revoke Loftin's licenses and to assess a monetary penalty against Loftin; and

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning these violations.

NOW THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Loftin hereby agree to the following and waive any objections to the following:

1. Loftin shall pay a civil penalty of \$2000.00. The check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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. Loftin paid said fine by check on or about December 6, 2006.
2. Loftin enters into this Settlement Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter.
3. Loftin voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violations and disciplinary actions referenced in this Settlement Agreement. Loftin also waives any right to appeal and agrees not to challenge the validity of this Settlement Agreement in any way.
4. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
5. The Department agrees that it will not initiate any additional administrative actions based on the violations referenced herein, provided that Loftin does not violate the terms and conditions of this Settlement Agreement and that the Department does not discover any additional violations or grounds for discipline. This Settlement Agreement shall not preclude the Department from pursuing any criminal charges or civil actions against Loftin. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Loftin.
6. Loftin understands that he may consult with an attorney prior to entering into this Settlement Agreement.
7. Loftin understands that upon the execution of this Settlement Agreement, the Department will inform all insurance carriers who have appointed Loftin as to the terms of said agreement.
8. This written document contains the entire agreement between the Parties. There

are no other oral or written agreements of any kind that alter or add to this agreement.

9. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Settlement Agreement.
10. If, for any reason, any part or provision of this Settlement Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
11. The Parties have read and understand this Settlement Agreement and agree to abide by the terms and conditions contained herein.

This the 28th day of February, 2007.



Roland Loftin, Jr.



Angela Ford
Senior Deputy Commissioner
North Carolina Department of Insurance

2-28-07