

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

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**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE OF
JANICE LOWE
(License Number 12125906)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Janice Lowe (hereinafter "Ms. Lowe") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "Agreement"); and

WHEREAS, the Department has the authority and responsibility for regulating and licensing professional bail bondsmen, surety bail bondsmen, and bail bond runners; and

WHEREAS, Ms. Lowe holds a license as a bail bond runner which was first issued by the Department on October 29, 2008; and

WHEREAS, N.C. Gen. Stat. §58-71-75(a) requires a bail bondsman or runner to renew her license on or before July 1 of each year upon payment of the applicable annual renewal fee; and

WHEREAS, Ms. Lowe violated N.C. Gen. Stat. §58-71-75(a) by failing to renew her bail bond runner's license on or before July 1, 2013. Ms. Lowe's bail bond runner's license lapsed as a result of her failure to renew her license; and

WHEREAS, Ms. Lowe's violation of N. C. Gen. Stat. §58-71-75(a) subjects her bail bond runner's license to possible revocation or suspension under N. C. Gen. Stat. §58-71-80(a)(7); and

WHEREAS, Ms. Lowe has indicated that she wishes to renew her bail bond runner's license; 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 issued by the Department, or as to any civil penalty or restitution; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

WHEREAS, the parties to this Agreement have reached a mutually agreeable resolution

of this matter as set out in this Agreement;

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

1. Immediately upon signing this agreement, Ms. Lowe shall pay a civil penalty of five hundred dollars (**\$500.00**) to the Department. The form of payment shall be 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. Lowe shall remit the civil penalty by certified mail, return receipt requested, to the Department along with the original of this Agreement bearing the signature of Ms. Lowe. The civil penalty and the signed Agreement must be received by the Department no later than **November 15, 2013**. 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 public schools.

2. Ms. Lowe shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to bail bondsmen and runners.

3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Lowe understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a bail bond runner's license may be revoked for violating an Order of the Commissioner.

4. Ms. Lowe enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing regarding this matter. Ms. Lowe understands that she may consult with an attorney prior to entering into this Agreement.

5. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Ms. Lowe, or in any other complaints involving Ms. Lowe. In the event that Ms. Lowe fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Ms. Lowe, the Department may take any administrative or legal action it is authorized to take.

6. This Agreement, when finalized, will be a public record and is not confidential. 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. Following the execution of this Agreement, any and all licenses issued by the Department to Ms. Lowe shall reflect that Regulatory Action has been taken against Ms. Lowe.

7. This Agreement shall become effective when signed by Ms. Lowe and the Department.

[Redacted]

Janice Lowe

Date: 11/15/2013



NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted]

By:

Angela K. Ford
Senior Deputy Commissioner

Date: December 19, 2013