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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)
 TIMOTHY ALLEN MOORE)
 LICENSE NO. 0015937219)

VOLUNTARY SETTLEMENT
 AGREEMENT

AUG 1 2013

NOW COME, Timothy Allen Moore (hereinafter "Mr. Moore") 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 enforcement of insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Mr. Moore holds an active licenses as a surety bail bondsman and a bail bond runner issued by the Department; 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, 11 NCAC 13.0515 provides that: "Whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant. Copies of all receipts shall be kept by the bail bondsman. All receipts issued must: (1) be pre-numbered by the printer and used and filed in 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, Mr. Moore failed to provide to the Department copies of receipts for the cases that are the subject of this agreement; and

WHEREAS, Mr. Moore upon relation of Ms. Marie Everhart, a bail bondsman, indicated that she bonded two people out who were surrendered by Mr. Moore, and that one of them gave her a copy of a receipt allegedly completed by Mr. Moore on a scrap piece of paper. The "receipt" was dated February 27, 2012 and indicated that monies were received from Mr. David Gordon; and

WHEREAS, the receipt written on February 27, 2012 to Mr. Gordon was written after Mr. Moore had met previously with the Department in an informal conference where the proper manner in which to complete receipts were discussed; and

WHEREAS, N.C. Gen. Stat. § 58-71-167(a), provides that 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, and shall include the information required in subsections (1), (2) and (3) thereof; and

WHEREAS, N.C. Gen. Stat. § 58-71-167(b) requires that the memorandum be signed by the defendant and the bondsman or one of the bondsman's agents, and dated at the time the agreement is made, and that any subsequent modifications thereof be in writing, signed, dated, and kept on file by the surety, with a copy provided to the principal upon request; and

WHEREAS, a Department investigation revealed that Mr. Moore did not complete Memorandums of Agreement for bonds written on Blanche Jean Gordon (12CR069442) and David Lynn Gordon (12CR069446), both written on March 26, 2012 as required by N.C. Gen. Stat. § 58-71-167(a); and

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

WHEREAS, Mr. Moore's violations of N.C. Gen. Stat. § 58-71-167(a) and (b) demonstrates 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. Moore's professional bail bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. § 58-71-80(a)(7); and

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

1. Immediately upon his signing of this document, Mr. Moore shall pay a **civil penalty of \$500.00** to the Department. The form of payment shall be in the form of 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. Moore shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Moore. The civil penalty and the signed Agreement must be received by the Department no later than **July 31, 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 the public schools.

2. Mr. Moore shall obey all laws and regulations applicable to all licenses issued to him.

3. Mr. Moore enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Moore 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. Moore, or in any other cases or complaints involving Mr. Moore.

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Moore understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a bail 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 routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

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


This the 25th day of July, 2013

North Carolina Department of Insurance

By:


Timothy Allen Moore
License No. 0015937219

By:


Angela Ford
Senior Deputy Commissioner

8-8-13

