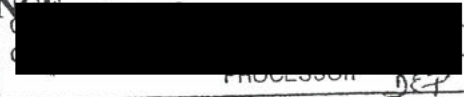


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MAY 25 2011

**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  
BRANDON MORGAN  
LICENSE NO. 0012753045**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME** Brandon Morgan (hereinafter "Mr. Morgan") 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. Morgan holds an active license as a surety bail bondsman issued by the Department; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-95(5) provides that no bailbondsmen 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;

**WHEREAS**, N.C. Gen. Stat. § 58-71-95(5) further provides that collateral security or other indemnity required by the bondsman to 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**, N.C. Gen. Stat. § 58-71-100(a), provides that whenever 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 non-interest-bearing trust account in any bank located in North Carolina with such trust account funds not be commingled with other operating funds; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-168 provides that all records relating to bail bonds, including bail bond registers, monthly reports, receipts, collateral security agreements, and memoranda of agreements, shall be kept separate from records of any other business and must be maintained for not less than three years after the final entry has been made; 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**, a Department investigation revealed that Mr. Morgan accepted a premium in excess of fifteen percent (15%) of the bond from Mr. Adrian Davis on behalf of his daughter, Gemela Davis, and could not produce records to show that he deposited the collateral security in the amount of \$225.00 within two days after receipt thereof in an established, separate noninterest-bearing account in a bank located in North Carolina and not commingled with other operating funds, or gave Mr. Davis a receipt indicating that \$225.00 of the premium paid by Mr. Davis was accepted as collateral security; and furthermore, did not return said collateral security within 72 hours after final termination of liability on the bond; and

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

**WHEREAS**, Mr. Morgan's violations of N.C. Gen. Stat. §§ 58-71-95(5), 58-71-100(a), and 58-71-168 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. Morgan's surety 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. Morgan 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. Morgan; 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. Morgan hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Morgan shall pay a **civil penalty of \$250.00** to the Department. The form of payment shall be in a certified check, cashiers 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. Morgan shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Morgan. The civil penalty and the signed Agreement must be received by the Department no later than **May 25, 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. Mr. Morgan shall obey all laws and regulations applicable to all licenses issued to him.

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

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Morgan 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 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. Morgan and the Department.

This the 20 day of May, 2011.

By:   
Brandon Morgan  
License No. 0012753045

North Carolina Department of Insurance

By:  5-26-11  
Angela Ford  
Senior Deputy Commissioner