

**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
ALLEN ROCKWELL PARKER
(NPN 14392368)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Allen Rockwell Parker (hereinafter "Bail Bondsman") 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 regulating and licensing professional bail bondsmen, surety bail bondsmen, and bail bond runners; and

WHEREAS, Bail Bondsman currently holds a license as a surety bail bondsman issued by the Department; and

WHEREAS, regarding certain appearance bonds that were issued on November 21, 2016 and November 22, 2016, Bail Bondsman collected bond premiums that were in excess of the amounts listed on those Appearance Bonds that were meant as a late fees for the payment of the premiums; and

WHEREAS, Bail Bondsman listed on the Appearance Bonds for Pretrial Release that the bond premiums promised were due in full on the date the bonds were written, when in reality, Bail Bondsman entered into an agreement with the principal to defer payment of those bond premiums; and

WHEREAS, Bail Bondsman entered into a written memorandum of agreement between the principal and himself, where a portion of the bond premium payments were to be deferred, that did not contain the dates such payments were to be made, did not contain a form number and Bail Bondsman's license number, and which was not on a form approved by the Department; and

WHEREAS, Bail Bondsman enlisted an unlicensed bondsman to assist in obtaining payment of the excessive bond premium from a person who Bail Bondsman knew was not an obligor or a person otherwise listed on the Bond document; and

WHEREAS, the persons enlisted by Bail Bondsman used practices in the collection of the excessive bond premium, which Bail Bondsman knew were fraudulent, coercive, and/or dishonest practices when accepted from the individual referenced in the foregoing paragraph; and

WHEREAS, Bail Bondsman failed to timely provide records and information requested by the Department resulting in multiple formal requests for information being made to the Bail Bondsman; and

WHEREAS, N.C. Gen. Stat. §58-71-40(a) requires that no person shall act in the capacity of a professional bondsman, surety bondsman, or runner or perform any of the functions, duties, or powers prescribed for professional bondsmen, surety bondsmen, or runners unless that person is qualified and licensed to do so; and

WHEREAS, N.C. Gen. Stat. §58-71-95(5) prohibits a licensee from accepting 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; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-95(5) by collecting a bond premium that was in excess of the amount listed on the bond document and which included an improper late fee; and

WHEREAS, N.C. Gen. Stat. §58-71-140(d) requires a bondsman to file an affidavit with the Clerk of Court that, among other requirements, contains the amount of the premium promised and the due date; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-140(d) by filing paperwork with the Clerk of Court that included a bond premium amount that was lesser than the amount actually collected by the Bail Bondsman; and

WHEREAS, N.C. Gen. Stat. §58-71-167 states that any agreement between the principal and surety that calls for some portion of the bond premium payments to be deferred must be reduced to a written memorandum of agreement that contains, among other certain required information, the date each payment is to be made; and

WHEREAS, 11 NCAC 13.0512(j) requires that all agreements and contracts with defendants or anyone on behalf of the defendant, shall have a form number and the license number of the bail bondsman printed thereon and shall be submitted to the Department for approval, and that no such agreements or contracts shall be used by the licensee until written approval has been given by the Department; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-167 and 11 NCAC 13.0512(j) by entering into an agreement with the principal to defer bond premium payments that did not contain the date those payments were to be made, which was not made on a Form approved by the Department, and which did not contain a form number or the Bail Bondsman's license number; and

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. §58-71-80(a)(5) for fraudulent, coercive, or dishonest practices in the conduct of business or demonstrating incompetence, untrustworthiness, or financial

irresponsibility in the conduct of business; and

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. §58-71-80(a)(7) for failure to comply with the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes or the rules of the Commissioner.

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. §58-71-80(a)(8) for conduct that demonstrates incompetency, financial irresponsibility, or untrustworthiness; and

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. §58-71-80(a)(14) for knowingly aiding or abetting others to evade or violate the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes; 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 desire to resolve this matter by agreement to avoid an administrative hearing regarding 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 Bail Bondsman hereby agree to the following:

1. Immediately upon signing this agreement, Bail Bondsman 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." Bail Bondsman 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 Bail Bondsman. The civil penalty and the signed Agreement must be received by the Department no later than July 31, 2018. 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. Bail Bondsman acknowledges that he has returned the portion of the bond premium that was overcharged, an amount of \$500.00, to the individual who initially paid this excessive bond premium. Personnel with the Department have verified that the individual has received these funds.
3. Bail Bondsman 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 Bondsman.

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

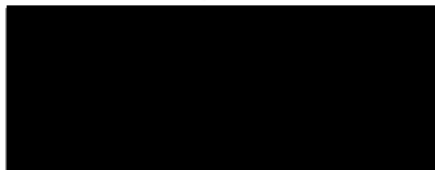
5. Bail Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bail Bondsman's right to have an administrative hearing regarding this matter. Bail Bondsman understands that Bail Bondsman may consult with an attorney prior to entering into this Agreement.

6. This Voluntary Settlement Agreement constitutes a complete settlement of all administrative penalties against Bail Bondsman for the acts, policies or practices expressly addressed in this Voluntary Settlement Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Bail Bondsman, or in any other complaints involving Bail Bondsman. In the event that Bail Bondsman fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Bail Bondsman, the Department may take any administrative or legal action it is authorized to take.

7. 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 Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman.

8. Bail Bondsman understands and agrees that if a state or federal regulator other than the Department has issued a permit or license to Bail Bondsman, that regulator may require Bail Bondsman to report this administrative action to it. Bail Bondsman understands and agrees that the Department cannot give Bail Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.

9. This Agreement shall become effective when signed by Bail Bondsman and the Department.



Allen Rockwell Parker

Date: 7-18-18

North Carolina Department of Insurance

By: 

Marty Sumner
Senior Deputy Commissioner

Date: 7/26/18