

NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

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BEFORE THE COMMISSIONER  
OF INSURANCE  
104080

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF THE LICENSURE OF  
JAMES O. PERRY  
(NPN 6574366)

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COME James O. Perry (hereafter "Bail Bondsman") and the North Carolina Department of Insurance (hereafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereafter "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 holds active licenses as a professional bail bondsman and as a surety bail bondsman issued by the Department; and

WHEREAS, Bail Bondsman failed to comply with the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes as set out herein; and

WHEREAS, N.C. Gen. Stat. §58-71-167(a) requires that in any case where the agreement between the principal and the 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 the surety shall be signed setting out the amount of the premium payment deferred or not yet paid at the time the defendant is released from jail and the method and schedule of payments to be made by the defendant to the bondsman, including the dates of payment and amount to be paid on each date; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-167(a) by failing to adhere to the above requirements in the memorandum of agreement provided to the Department for defendant Dwight Gooding; and

WHEREAS, N.C. Gen. Stat. §58-71-167(b) requires that a written memorandum of agreement between the defendant and the bondsman is to 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

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-167(b) by failing to adhere to the above requirements in the memorandum of agreement provided to the Department for defendant Dwight Gooding; and

WHEREAS, N.C. Gen. Stat. §58-71-100(a) requires that whenever collateral is received by a bail bondsman, a receipt shall be furnished to the defendant giving a detailed description of the collateral received; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-100(a) by issuing a receipt for collateral regarding defendant Dwight Gooding that did not comply with that administrative rule; and

WHEREAS, Bail Bondsman's violations of N.C. Gen. Stat. §58-71-167 and §58-71-100(a) subject Bail Bondsman's licenses to revocation or suspension under N.C. Gen. Stat. §58-71-80(a)(7) based on Bail Bondsman's violations of the Article 71 of Chapter 58 of the North Carolina General Statutes; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-80(a)(8) by demonstrating untrustworthiness in the conduct of Bail Bondsman's affairs under Bail Bondsman's license by making a false statement to the Department during its investigation of the bond and collateral for defendant Dwight Gooding; and

WHEREAS, Bail Bondsman's violation of N.C. Gen. Stat. §58-71-80(a)(8) subjects Bail Bondsman's licenses to revocation or suspension; 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 Bail Bondsman hereby agree to the following:

1. Immediately upon signing this agreement, Bail Bondsman shall pay a civil penalty of **One Thousand Dollars (\$1,000.00)** 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 October 7, 2014, 2014. 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. 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.

3. 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 licenses may be revoked for violating an Order of the Commissioner.

4. Bail Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bail Bondsman's right to have an administrative hearing regarding these matters. Bail Bondsman understands that Bail Bondsman 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 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.

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

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

[Redacted signature area]

James O. Perry

Date: 10/1/14

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted signature area]

Angela K. Ford  
Senior Deputy Commissioner

Date: 10-7-14

