



**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
KENNETH MAURICE RICKARD
LICENSE NO. 0017134364**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Kenneth Maurice Rickard (hereinafter "Mr. Rickard") 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. Rickard holds an active license as a surety bail bondsman 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, N.C. Gen. Stat. § 58-71-80(a)(8) provides that the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes when in the judgment of the Commissioner, among other things, the licensee has in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; 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, a review of Mr. Rickard's records revealed instances of improper completion of receipts for bond premiums and instances of improper accounting for premiums received for bonds issued by or through him, which demonstrated incompetency and financial irresponsibility on Mr. Rickard's part in the conduct of his affairs under his surety bondsman license; 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, Mr. Rickard issued appearance bonds for a court date of March 1, 2017 for Mr. Ramon Dominic Fulford with respect to five (5) criminal charges brought against Mr. Fulford in the District Court of Hyde County, NC in the total amount of \$81,500.00, for a total bail bond premium in the amount of \$8,100.00; and

WHEREAS, Mr. Rickard alleged that he received no premium from Mr. Fulford; however, Mr. Fulford alleged that he paid Mr. Rickard \$4000.00 in cash and promised to pay the remainder shortly thereafter; and

WHEREAS, no Memorandum of Agreement was prepared by Mr. Rickard as required by N.C. Gen. Stat. § 58-71-167(a) when a portion of the bond premium payments is deferred; 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, Mr. Rickard provided a receipt dated January 14, 2017 which purportedly indicated that no premium was paid by Mr. Fulford as of that date, but was not signed by Mr. Fulford; and

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

WHEREAS, Mr. Rickard's violations of N.C. Gen. Stat. § 58-71-167 and § 58-71-80(a)(8) 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. Rickard's surety 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. Rickard 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. Rickard; 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. Rickard hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Rickard 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. Rickard shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Rickard. The civil penalty and the signed Agreement must be received by the Department no later than **July 12, 2017**. 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. Rickard shall obey all laws and regulations applicable to all licenses issued to her.

3. Mr. Rickard enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Rickard understands that he may consult with an attorney prior to entering into this Agreement.

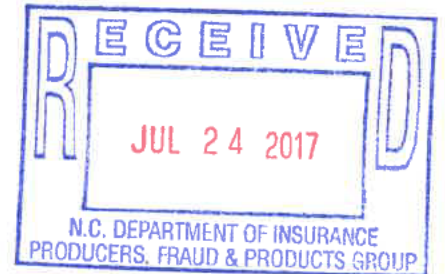
4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Rickard, or in any other cases or complaints involving Mr. Rickard.

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

This the _____ day of _____, 2017



North Carolina Department of Insurance

By: [Redacted Signature]
Kenneth Maurice Rickard
License No. 0017134364

By: [Redacted Signature] 7-24-2017
Hasiye P. Harris
Senior Deputy Commissioner
PFP Group