

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
ROBERT LEE RIPLEY
SURETY BAILBONDSMAN
LICENSE # 0016936350

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RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.

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VOLUNTARY SETTLEMENT
AGREEMENT

NOW COMES Robert Lee Ripley (hereinafter, "Ripley") and the North Carolina Department of Insurance Agent Services Division (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 enforcement of the bail bonding laws of this State and for regulating and licensing surety bail bondsman; and

WHEREAS, pursuant to N.C. Gen. Stat. §58-71-40, no person shall act in the capacity of a surety bail bondsman without a license issued by the North Carolina Commissioner of Insurance; and

WHEREAS, Ripley currently holds an active surety bail bondsman license, issued on April 12, 2013; and

WHEREAS, pursuant to N.C. Gen. Stat. §58-71-75, bail bondsman are required to complete an annual licensure renewal on July 1 by payment of the renewal fee and submission of the renewal application; and

WHEREAS, Ripley was required to submit a renewal application and fee for the 2013-2014 licensing year on or before July 1, 2013 for authorization to operate in North Carolina; and

WHEREAS, Ripley did not submit his renewal application until on or about September 13, 2013; and

WHEREAS, Ripley's failure to submit a timely renewal application resulted in his license lapsing on or about July 1, 2013; and

WHEREAS, Ripley operated without authorization to carry on bail bonding activities in this State from July 1, 2013 until his license was renewed on or about September 13, 2013 in violation of N.C. Gen. Stat. §58-71-40; and

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WHEREAS, Ripley admits his failure to submit the renewal application in a timely manner; and

WHEREAS, the actions of Ripley are in violation of N.C. Gen. Stat. §§58-71-40 and 58-71-75; and

WHEREAS, the nature of these violations would provide the Department with sufficient grounds to seek suspension or revocation of Ripley's surety bail bond license; and

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning these violations; and

NOW THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Ripley hereby agree to and waive any objections to the following:

1. **Ripley shall pay a civil penalty in the amount of five hundred dollars (\$500.00), due immediately upon execution of this agreement.** The check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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. **The check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before October 25, 2013.**
2. Ripley shall obey all North Carolina laws and regulations applicable to a licensed surety bail bondsman.
3. Ripley enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Ripley voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Ripley also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
5. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Ripley.
6. This 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 with third parties upon request or pursuant to any law or policy



providing for such disclosure.

7. This written document contains the entire Agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.
8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
9. If, for any reason, any part or provision of this Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
10. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the 19th day of December, 2013.

[Redacted Signature]

Robert Lee Ripley (License #16936350)

[Redacted Signature]

12-19-13

Angela Ford
Senior Deputy Commissioner
North Carolina Department of Insurance

