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**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
RONALD ROBERSON,
(NPN 8392494)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Ronald Roberson (“Bondsman”) and the North Carolina Department of Insurance (“Department”) and voluntarily and knowingly enter into the following Voluntary Settlement Agreement (“Agreement”):

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing bail bondsmen; and

WHEREAS, Bondsman holds a surety and a professional bail bondsman’s licenses (hereinafter collectively, the “Licenses”) issued by the Department; and

WHEREAS, on November 19, 2018, Bondsman posted a \$2,000,000 bond for Thomas William Imschweiler in *State v. Imschweiler*, 18 CR 000346 (Currituck Co., NC) (“Bondsman’s Imschweiler Bond”); and

WHEREAS, N.C. Gen. Stat. § 58-71-140(d) provides:

Professional bondsmen, surety bondsmen, and runners shall file with the clerk of court having jurisdiction over the principal an affidavit on a form furnished by the Administrative Office of the Courts. The affidavit shall include, but not be limited to: (1) If applicable, a statement that the bondsman has not, nor has anyone for the bondsman's use, been promised or received any collateral, security, or premium for executing this appearance bond. (2) If promised a premium, the amount of the premium promised and the due date. (3) If the bondsman has received a premium, the amount of premium received. (4) If given collateral security, the name of the person from whom it is received, and the nature and amount of the collateral security listed in detail.
[and;]

WHEREAS, the affidavit of surety for Bondsman’s Imschweiler Bond states that Bondsman agreed to receive \$60,000 in premium for the Bond and indicates that Bondsman received no collateral for the Bond; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-140(d) and contrary to the affidavit of surety for Bondsman’s Imschweiler Bond, Bondsman actually received \$73,000 in premium for the Bond, which was \$13,000 more than Bondsman agreed to accept for the Bond; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-140(d) and contrary to the affidavit of surety for Bondsman’s Imschweiler Bond, Bondsman actually received multiple items of collateral for the Bond; and

WHEREAS, N.C. Gen. Stat. § 58-71-95(5) provides that no bail bondsman 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; provided that the bondsman shall be permitted to accept collateral security or other indemnity from a principal or from anyone on behalf of a principal. Such collateral security or other indemnity required by the bondsman must be reasonable in relation to the amount of the bond and shall be returned within 15 days after final termination of liability on the bond. Any bail bondsman who knowingly and willfully fails to return any collateral security, the value of which exceeds one thousand five hundred dollars (\$1,500), is guilty of a Class I felony. All collateral security, such as personal and real property, subject to be returned must be done so under the same conditions as requested and received by the bail bondsman. [and;]

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-95(5), the value of the collateral that Bondsman received for Bondsman's Imschweiler Bond exceeded the amount of the Bond and therefore was not reasonable in relation to the amount of the Bond; and

WHEREAS, 11 NCAC 13 .0515 provides:

Whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant. Copies of all receipts issued shall be kept by the bail bondsman. All receipts issued must:

- (1) be prenumbered by the printer and used and filed in consecutive 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, N.C. Gen. Stat. § 58-71-168 provides:

All records related to executing 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, in violation of 11 NCAC 13 .0515 and N.C. Gen. Stat. § 58-71-168, Bondsman failed to create and maintain receipts for the premium payments he accepted for Bondsman's Imschweiler Bond; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-168, Bondsman failed to maintain copies of some of the items of collateral he received for Bondsman's Imschweiler Bond; and

WHEREAS, between November 18 and 19, 2018, nine other North Carolina licensed bondsmen posted individual bonds totaling \$700,000 in *State v. Imschweiler*, 18 CR 050561 (Currituck Co., NC) ("Additional Imschweiler Bonds"); and

WHEREAS, Bondsman received premium payments for some of the additional Imschweiler Bonds and remitted the payments to the bondsmen who wrote the relevant Bonds, but Bondsman did not provide receipts to the payees of the premiums on such Bonds; and

WHEREAS, in violation of 11 NCAC 13 .0515 and N.C. Gen. Stat. § 58-71-168, Bondsman failed to create and maintain receipts for the premium payments he accepted for some of the Additional Imschweiler Bonds; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(7) provides in relevant part that the Commissioner may deny, place on probation, suspend or revoke a bail bondsman's license for "[f]ailure to comply with or violation of the provisions of this Article or of any order, subpoena, rule or regulation of the Commissioner or person with similar regulatory authority in another jurisdiction." and;

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(14)(b) provides in relevant part that the Commissioner may deny, place on probation, suspend or revoke a bail bondsman's license for "[v]iolation of (i) any law governing bail bonding or insurance in this State or any other jurisdiction or (ii) any rule of the Financial Industry Regulatory Authority (FINRA)." and;

WHEREAS, Bondsman's violations described above of N.C. Gen. Stat. §§ 58-71-95(5), 58-71-140(d) and 58-71-168 and 11 NCAC 13 .0515 violate N.C. Gen. Stat. §§ 58-71-80(a)(7) and 58-71-80(a)(14)(b); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's licenses issued by the Department, or as to any civil penalty or restitution;

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

WHEREAS, the Parties 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 Bondsman hereby agree to the following:

1. Immediately upon signing this Agreement, Bondsman shall pay a civil penalty of **Three Thousand Dollars and No Cents (\$3,000.00)** to the Department. The form of payment shall be by 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." Bondsman shall remit the civil penalty by certified mail, return receipt requested (attention: Keisha Burch, BBRD), to the Department along with the original of this Agreement bearing Bondsman's signature. The civil penalty and the signed Agreement must be received by the Department no later than **November 5, 2019**. 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. Prior to signing this Agreement, Bondsman shall return **Thirteen Thousand Dollars and No Cents (\$13,000.00) in premium** to the payee(s) of this amount and, upon sending the executed copy of this Agreement to the Department, shall

provide evidence that the amount has been returned to the payee[s] and acknowledgment of receipt of this amount which has been signed by the payee(s).

3. Bondsman shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Bondsman.
4. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bondsman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Bondsman's Licenses may be revoked for violating an Order of the Commissioner.
5. Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bondsman's right to have an administrative hearing regarding this matter. Bondsman understands that Bondsman may consult with an attorney prior to entering into this Agreement.
6. This Agreement constitutes a complete settlement of all administrative penalties against Bondsman for the acts, policies or practices expressly addressed in this 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 Bondsman or in any other complaints involving Bondsman. In the event that Bondsman fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to 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 with 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 Bondsman shall reflect that Regulatory Action has been taken against Bondsman. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
8. Bondsman understands and agrees that, if a state or federal regulator other than the Department has issued a permit or license to Bondsman, that regulator may require Bondsman to report this administrative action to it. Bondsman understands and agrees that the Department cannot give Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.
9. This Agreement shall become effective when signed by Bondsman and the Department.

[Redacted]

Ronald Roberson

Date: 10-07-2019

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted]

Marty Sumner
Senior Deputy Commissioner

Date: 10/10/19