

**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 NICHOLAS L. RODGERS  
LICENSE NO. 0017437623**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Nicholas L. Rodgers (hereinafter "Mr. Rodgers") 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 the enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

**WHEREAS**, Mr. Rodgers holds an active license as a surety bail bondsman issued by the Department; and

**WHEREAS**, Mr. Brandon Lester was bonded out of Alexander County, NC Jail by Mr. Rodgers on or about June 25, 2018 for Possession of Meth. Charlissa Morgan indicated that she paid the bond amount for Mr. Lester, \$350.00, by credit card. However, records obtained by the Department showed that Mr. Rodgers had executed a Memorandum of Agreement showing that had only obtained a portion of the bond premium with the remainder to be paid later.

**WHEREAS**, records provided by Mr. Rodgers showed that he had obtained an Indemnity Agreement and Guaranty form signed by Ms. Erica Cook in the amount of \$3500.00 as collateral security for Mr. Lester's appearance in Court.

**WHEREAS**, records obtained by the Department showed the affidavit filed with the Court by Mr. Rodgers indicated that Mr. Rodgers was promised a premium of \$350.00 and received a premium of \$350.00 which contradicted the Memorandum of Agreement executed with Ms. Morgan that showed only a portion of the premium was received with the remainder to be paid at a later date.

**WHEREAS**, records obtained by the Department showed that the affidavit filed with the Court by Mr. Rodgers did not include the fact that Mr. Rodgers had received collateral security from Ms. Cook as indicated by the Indemnity Agreement and Guaranty Form obtained from Mr. Rodgers by the Department.

**WHEREAS**, NC Gen. Stat. § 58-71-140 (d) provides that professional bondsmen, surety bondsmen, and runners shall file with the clerk of court having jurisdiction over the principal and affidavit on a form furnished by the Administrative Office of the Courts which shall include but not 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 premium promised and the due date; (3) If the bondsman has received a premium, the amount of the 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**, on or about July 17, 2018 Mr. Lester was arrested again for Trespassing. Ms. Morgan contacted Mr. Rodgers to ask him if he could bond Mr. Lester out on the current charge. While she was on her way from West Virginia to meet Mr. Rodgers at the Alexander County Jail, she received a call from Mr. Rodgers telling her that he had surrendered Mr. Lester to the Court. Ms. Morgan requested that her bond premium money be returned to her. Ms. Morgan informed the Department that Mr. Rodgers has blocked her telephone number and that she has been unable to speak with him further regarding the return of the bond premium.

**WHEREAS**, Mr. Rodgers in an August 2, 2018 response to a Department inquiry informed the Department that he surrendered Mr. Lester because he was physically hiding and that he failed to give the correct address as listed on the defendant contact form, and that agents had gone to the listed address on multiple occasions and that multiple telephone calls were made to Mr. Lester without any response from him.

**WHEREAS**, telephonic transcript of communications between Mr. Rodgers and Mr. Lester showed that Mr. Rodgers was in contact with Mr. Lester during the time Mr. Lester was bonded out and was aware of where Mr. Lester was residing.

**WHEREAS**, N.C. Gen. Stat. § 58-71-20 provides that at any time before there has been a breach of the undertaking in any type of bail or fine and cash bond the surety may surrender the defendant to the sheriff of the county in which the defendant is bonded to appear or to the sheriff where the defendant was bonded; in such case the full premium shall be returned within 72 hours after he surrender. The defendant may be surrendered without the return of premium for the bond if the defendant does any of the following; (1) Willingly fails to pay the premium to the surety or willfully fails to make a premium payment under the agreement specified in G.S. 58-71-167; (2) Changes his or her address without notifying the surety before the address change; (3) Physically hides from the surety; (4) Leaves the

State without permission of the surety; (5) Violates any order of the court; (6) Fails to disclose information or provides false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any State or federal court; (7) Knowingly provides the surety with incorrect personal identification, or uses a false name; and

**WHEREAS**, documents provided by Mr. Lester and Charlissa Morgan showed a credit card transaction receipt for a bond premium payment of \$100.00 made on July 5, 2018. Mr. Rodgers did not provide a copy of the bond premium receipt to the Department for this payment. In addition, documents provided by Mr. Rodgers showed a bond premium payment was made by Zachary Porter on behalf of Mr. Lester's bon on a date unknown. Mr. Rodgers did not provide a receipt for this payment to the Department.

**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 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**, Mr. Rodgers, in response to requests made by the Department for all documents relating to this matter, was not able to provide all the receipts for premiums received.

**WHEREAS**, Mr. Rodgers's violations of N.C. Gen. Stat. §§ 58-71-140 (d), 58-71-20, and 11 NCAC 13.0515 demonstrate 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. Rodgers's surety bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. § 58-71-80(a)(7); 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**, Mr. Rodgers admits to the violations set out herein; and

**WHEREAS**, in lieu of an administrative hearing on the matters stated herein, Mr. Rodgers 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. Rodgers; and

**WHEREAS**, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance

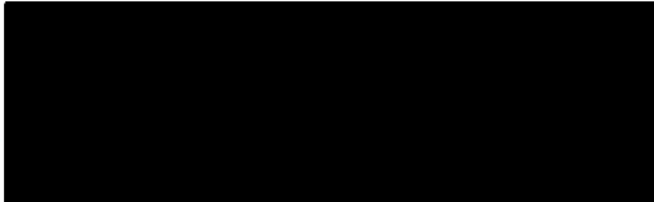
and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution; and

**NOW, THEREFORE**, in consideration of the promises and agreements set out herein, the Department and Mr. Rodgers hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Rodgers shall pay a **civil penalty of \$1500.00** to the Department. **The form of payment shall be in 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. Rodgers shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Rodgers. The civil penalty and the signed Agreement must be received by the Department no later than **October 25, 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 the public schools.
2. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Rodgers will be required to comply with the provisions of N.C. Gen. Statute § 58-71-71(a) and retake and complete at least 12 hours of education as provided by an approved provider in subjects pertinent to the duties and responsibilities of a bail bondsman including all laws and regulations related to being a bail bondsman, to be completed no later than December 31, 2019, and submit documented verification of such completion to the Department. Such pre-licensing education will be in lieu of and satisfy the requirements of N.C. Gen. Statute § 58-71-71(b).
3. Mr. Rodgers shall obey all laws and regulations applicable to all licenses issued to him.
4. Mr. Rodgers enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Rodgers understands that he 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 follow-up examinations of Mr. Rodgers, or in any other cases or complaints involving Mr. Rodgers.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Rodgers understands that N. C.

Gen. Stat. § 58-71-80(a)(7) provides that a surety bondsman's license may be revoked for violating an Order of the Commissioner.

7. 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.
  
8. This Settlement Agreement shall become effective when signed by Mr. Rodgers and the Department.



**By: Nicholas L. Rodgers**  
**License No. 0017437623**

**N. C. Department of Insurance**



**By: Marty Sumner**  
**Senior Deputy Commissioner**

**Date:** 10-7-19

**Date:** 10/21/19