

# 112205

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

JUN - 9 2017

**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSION  
OF INSURANCE**

PROCESSOR

**IN THE MATTER OF THE LICENSURE OF  
COREY L. SIMMONS,  
(NPN 10007167)**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME Corey L. Simmons ("Bail 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 surety bail bondsmen; and

WHEREAS, Bail Bondsman holds a license as a surety bail bondsman ("License") issued by the Department; and

WHEREAS, in 2016, Bail Bondsman executed a surety appearance bail bond for principal William Wayne Stewart, with Christina Stewart as indemnitor, in connection with judicial proceedings and, in return for doing so, Bail Bondsman received bond premium payments in installments; and

WHEREAS, N.C. Gen. Stat. §§ 58-71-140(d) and 58-71-167 and 11 NCAC 13 .0515, respectively, require that bail bondsmen file an affidavit of surety with the court for every surety appearance bail bond they execute, that there be a memorandum of agreement between the surety and the principal if bond premium payments are made in installments and that the bondsman provide the principal with receipts for every premium payment; and

WHEREAS, N.C. Gen. Stat. § 58-71-168 requires a bondsman to maintain copies of all records relating to bail bonds for no less than three years after final entry on a bond is made; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-140(d), Bail Bondsman did not accurately complete the affidavit of surety for the bond he executed for Mr. Stewart; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-167, Bail Bondsman did not create a memorandum of agreement for the installment premium payments that Mr. Stewart made on his bond; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-168, Bail Bondsman did not maintain copies of the receipts he gave Mr. Stewart for the installment premium payments that Mr. Stewart made on his bond; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(7) authorizes the North Carolina Commissioner of Insurance ("Commissioner") to place on probation, suspend, revoke or refuse to renew Bail Bondsman's License for failing to comply with or violating the provisions of Article 71 of N.C. Gen. Stat. 58, including N.C. Gen. Stat. §§ 58-71-140(d), 58-71-167 and 58-71-168; 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 license issued by the Department, or as to any civil penalty or restitution; and

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 Bail Bondsman hereby agree to the following:

1. Immediately upon signing this Agreement, Bail Bondsman shall pay a civil penalty of **Five Hundred and No Cents (\$500.00)** 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." Bail Bondsman shall remit the civil penalty by certified mail, return receipt requested (attention: Steve Bryant), to the Department along with the original of this Agreement bearing Bail Bondsman's signature. The civil penalty and the signed Agreement must be received by the Department no later than June 9, 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 public schools.
2. Bail 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 Bail Bondsman. In doing so, Bail Bondsman shall, without limitation:
  - a. Complete and maintain full and accurate affidavits of surety under N.C. Gen. Stat. § 58-71-140(d) that, without limitation, specify the date on which Bail Bondsman has received any initial installment premium payment and the date by which all installment premium payments must be made;
  - b. Complete and maintain full and accurate memoranda of agreement under N.C. Gen. Stat. § 58-71-167, including by ensuring that any modifications to such memoranda are in writing and signed and dated by the principal and any indemnitor; and

- c. Comply with N.C. Gen. Stat. § 58-71-95(5) by not accepting anything of value with regard to a bond from a principal or any indemnitor other than the premium and any applicable collateral security originally agreed to among Bail Bondsman, the principal and any indemnitor or agreed to among them in a properly executed modification to the memorandum of agreement or, if applicable under 11 NCAC 13 .0513, to the affidavit of surety.
3. The Parties 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 license 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 this matter. Bail Bondsman understands that Bail Bondsman may consult with an attorney prior to entering into this Agreement.
5. This Agreement constitutes a complete settlement of all administrative penalties against Bail 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 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 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 Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
7. Bail Bondsman understands and agrees that, if a state or federal regulator other than the Department has issued a permit or license to Bail Bondsman, that regulator may require Bail Bondsman to report this administrative action to it. Bail Bondsman understands and agrees that the Department cannot give Bail Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.

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

[Redacted]

Corey J. Simmons

Date: 5-16-17

NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted]

By:

Hasiye P. Harris  
Senior Deputy Commissioner, PFP Group

Date: 6-14-2017

