

**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  
RICKY KENT SPIVEY, SR.,  
(NPN 9017221)**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME Rickey Kent Spivey Sr. (“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, at all relevant times herein, Bondsman held surety and professional bail bondsman’s licenses (hereinafter, the “Licenses”) issued by the Department; and

WHEREAS, on August 19, 2018, bond was set for defendant Thomas William Imschweiler in *State v. Imschweiler*, 18 CR 050561 (Currituck Co., NC) in the amount of \$700,000 (“Imschweiler Bond Amount”); and

WHEREAS, on November 19, 2018, Bondsman posted a \$50,000 bond in partial satisfaction of the Imschweiler Bond Amount (“Bondsman’s Imschweiler Bond”), with the balance of the Imschweiler Bond Amount split among a series of other bonds issued by eight bondsmen in Currituck County; and

WHEREAS, the Affidavit on Bondsman’s Imschweiler Bond indicates that Bondsman received and was promised \$2,000 in premium; 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

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 **Seven Thousand Dollars and No Cents (\$7,000.00)** 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 December 6, 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. Bondsman shall attend a Pre-Licensing Education (PLE) course certified by the Department in lieu of existing continuing education requirements for the 2019-2020 renewal period, which training shall be completed prior to December 31, 2019. Evidence of attendance at this PLE shall be provided to the Department (attention Keisha Burch, BBRD) immediately following the completion of the PLE.
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.

  
Ricky Kent/Spivey, Sr.

Date: 11/26/2019

NORTH CAROLINA DEPARTMENT OF INSURANCE

By:

  
Marty Sumner  
Senior Deputy Commissioner

Date: 12/13/19