

**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
ALFONZA SYKES,
(NPN 10011561)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Alfonza Sykes (“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 professional and surety bail bondsmen; and

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

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(5), “fraudulent, coercive, or dishonest practices in the conduct of business or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or any other jurisdiction” are grounds for denial, suspension, probation, revocation or nonrenewal of a surety bail bondsman license; and

WHEREAS, pursuant to N.C.G.S. §58-71-80(a)(7), “failure 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” are grounds for denial, suspension, probation, revocation or nonrenewal of a surety bail bondsman license; and

WHEREAS, pursuant to N.C.G.S. § 58-71-80(a)(8), “when in the judgment of the Commissioner, the licensee has in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; or that the licensee is no longer in good faith carrying on the bail bond business; or that the licensee is guilty of rebating, or offering to rebate, or offering to divide the premiums received for the bond” are grounds for denial, suspension, probation, revocation or nonrenewal of a surety bail bondsman license; and

WHEREAS, pursuant to N.C.G.S. § 58-71-80 (a)(14) “for knowingly aiding or abetting others to evade or violate the provisions of this Article” are grounds for denial, suspension, probation, revocation or nonrenewal of a surety bail bondsman license; and

WHEREAS, N.C. Gen. Stat. § 58-71-140(d) requires that bail bondsmen file an Affidavit of Surety with the court for every bail bond they execute and N.C. Gen. Stat. §§ 58-71-140(d)(2) through (d)(3) require, respectively, that this Affidavit of Surety identify the amount of the premium promised and the due date and the amount of premium received; and

WHEREAS, N.C.G.S. § 58-71-168 requires that “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 2017, Bail Bondsman committed certain violations of N.C. Gen. Stat. §§ 58-71-140(d) and N.C.G.S. § 58-71-168; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(7) authorizes the 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 Ch. 58 and Title 11 of the North Carolina Administrative Code, including N.C. Gen. Stat. §§ 58-71-140(d) and N.C.G.S. § 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. By March 8, 2019, Bail Bondsman shall pay a civil penalty of THREE THOUSAND DOLLARS and No Cents (\$3,000.00) to the Department. Bail Bondsman shall make this payment in part by providing to the Department a certified check, cashier’s check or money order in the amount of THREE THOUSAND DOLLARS and No Cents (\$3,000.00) made payable to the “North Carolina Department of Insurance.” Bail Bondsman shall remit the certified check, cashier’s check or money order by hand delivery or certified mail, return receipt requested (attention: Twyla Covington, Bail Bond Regulatory Division, N.C. Department of Insurance, 1204 Mail Service Center, Raleigh, NC 27699-1202). The civil penalty of THREE THOUSAND DOLLARS and No Cents (\$3,000.00) 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. By May 30 2019, Bail Bondsman shall take the pre-licensing course in lieu of continuing education for the 2019 renewal period.
 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 he may consult with an attorney prior to entering into this Agreement.
 5. Bail Bondsman acknowledges that the Bail Bond Regulatory Division ("BBRD") of the Department is available to him for consultation and advice about Bail Bondsman's ongoing surety bail bond business, including regarding compliance with this Agreement and Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code. The BBRD encourages Bail Bondsman to seek such advice from it.
 6. 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 other or future examination of Bail Bondsman or in any 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.
 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 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.
 8. 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.
 9. This Agreement shall become effective when signed by Bail Bondsman and the Department.



Alfonza Sykes

Date: 3/8/19

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 

Date: 3/8/19