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OCT 15 2013

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

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PROCESSOR [REDACTED]

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE OF
THERESA L. SZCZEPANIAK,
LICENSE NO. 0016539874
FILE NO. 26911
(NPN 16539874)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Theresa L. Szczepaniak (hereinafter "Szczepaniak") and the North Carolina Department of Insurance (hereinafter "the Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "Agreement");

WHEREAS, the Department has the authority and responsibility for regulating and licensing professional bail bondsmen, surety bondsmen, and bail bond runners; and

WHEREAS, Szczepaniak currently holds a surety bail bondsman license (hereinafter "license") issued by the Department; and

WHEREAS, Szczepaniak did not renew her license until after the July 1, 2013 statutory deadline for renewal; and

WHEREAS, N.C. Gen. Stat. § 58-71-75(a) requires annual renewal of a bail bondsman license on or before July 1 of each year upon payment of the applicable annual renewal fee; and

WHEREAS, Szczepaniak violated N.C. Gen. Stat. § 58-71-75(a) by failing to renew her license on or before July 1, 2013; and

WHEREAS, Szczepaniak's violation of N.C. Gen. Stat. § 58-71-75(a) subjects her license to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(7) based on her violation of Article 71 of Chapter 58 of the North Carolina General Statutes; 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 issued by the Department, or as to any civil penalty or restitution; and

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

WHEREAS, the parties to this Agreement 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 Szczepaniak hereby agree to the following:

1. Immediately upon signing this Agreement, Szczepaniak shall pay a civil penalty of **Five Hundred Dollars (\$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." Szczepaniak shall remit the civil penalty by certified mail, return receipt requested (attention: Gilda Thompson, ASD), to the Department along with the original of this Agreement bearing Szczepaniak's signature. The civil penalty and the signed Agreement must be received by the Department no later than **October 14, 2013**. 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. Szczepaniak shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to her.
3. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Szczepaniak understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that her license may be revoked for violating an Order of the Commissioner.
4. Szczepaniak enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing regarding this matter. Szczepaniak understands that she 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 examinations of Szczepaniak, or in any other complaints involving Szczepaniak. In the event that Szczepaniak fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to her, 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 Szczepaniak shall reflect that Regulatory Action has been taken against Szczepaniak.

7. This Agreement shall become effective when signed by Szczepaniak and the Department.

[Redacted]

Theresa L. Szczepaniak

Date: Sept 26, 2013

Theresa L. Szczepaniak
appeared before
Laura B. Clarkson, notary on
September 26, 2013.

NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted]

By:

[Redacted]
Angela K Ford
Senior Deputy Commissioner

Commission expires
10-19-13

**Laura B. Clarkson
Notary Public
Onslow County, NC**

Date: 10/17/13

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OCT 17 2013
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PUBLIC SERVICES GROUP