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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 ALMA F. TART
LICENSE NO. 0010011361

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Alma R. Tart (hereinafter "Ms. Tart") 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 enforcement of insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Ms. Tart holds an active license as a surety bail bondsman issued by the Department; and

WHEREAS, N.C. Gen. Stat. § 58-71-95(5) provides that collateral security or other indemnity required by the bondsman to be reasonable in relation to the amount of the bond and shall be returned within 72 hours after final termination of liability on the bond; and

WHEREAS, N.C. Gen. Stat. § 58-71-100(a), provides that when a bail bondsman accepts collateral he or she shall give a written receipt for the collateral, and the receipt shall give in detail a full description of the collateral received; and furthermore provides, whenever collateral security is received in the form of cash or check or other negotiable instrument, the licensee shall deposit the cash or instrument within two banking days after receipt, in an established, separate non-interest-bearing trust account in any bank located in North Carolina with such trust account funds not be commingled with other operating funds; 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 violations 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, a Department investigation revealed that Ms. Tart received \$15,000.00 in collateral security from Hamilton Masonry Construction Co. with respect to bail being posted for its employee, Fortino Coello, on December 7, 2009, and did not return said collateral security until January 28, 2011 after a complaint was made to the Department and well after 72 hours of

final termination of liability on the bond which occurred in August 2010, a violation of N.C. Gen. Stat. § 58-71-95(5); and

WHEREAS, Ms. Tart was unable to provide the requested receipts and proof of deposit and withdrawal of funds from a non-interest bearing account in a bank located in North Carolina, a violation of N.C. Gen. Stat. § 58-71-100(a); and

WHEREAS, Ms. Tart admits to the violations set out herein; and

WHEREAS, Ms. Tart's violations of N.C. Gen. Stat. § 58-71-95(5) and 58-71-100(a) demonstrate a failure to comply with and/or violations of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Ms. Tart's surety bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen. Stat. § 58-71-80(a)(7); and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Ms. Tart 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 Ms. Tart; 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 Ms. Tart hereby agree to the following:

1. Immediately upon her signing of this document, Ms. Tart shall pay a **civil penalty of \$1000.00** to the Department. The form of payment shall be in a certified check, cashiers 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." Ms. Tart shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Tart. The civil penalty and the signed Agreement must be received by the Department no later than **June 1, 2011**. 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. Ms. Tart shall obey all laws and regulations applicable to all licenses issued to her.
3. Ms. Tart enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Tart understands that she may consult with an attorney prior to entering into this Agreement.


4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Ms. Tart, or in any other cases or complaints involving Ms. Tart.

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Tart 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.

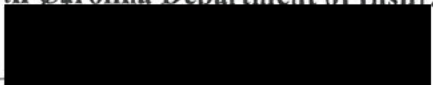
6. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Department is 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.

7. This Settlement Agreement shall become effective when signed by Ms. Tart and the Department.

This the 27 day of May, 2011.


Alma R. Tart
License No. 0010011361

North Carolina Department of Insurance

By:  6-2-11
Angela Ford
Senior Deputy Commissioner