

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

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE  
DOCKET NUMBER 1723**

**IN THE MATTER OF  
THE LICENSURE OF  
ROBERT LEE THOMAS**

**FINAL AGENCY DECISION  
AND ORDER**

This matter was heard on 17 September 2014 by the undersigned Hearing Officer, as designated by the Commissioner of Insurance, pursuant to North Carolina General Statute §§ 58-2-55, 58-2-70, 58-71-80, 150B-38, and 150B-40; 11 NCAC 1.0401 *et seq.*; and other applicable statutes and administrative rules. Petitioner, the North Carolina Department of Insurance (“Department”), was represented by Assistant Attorney General Anne Goco Kirby. Robert Lee Thomas (“Mr. Thomas”) appeared at the hearing *pro se*.

The Department called J.W. Jacobs (“Mr. Jacobs”) and Thomas West (“Mr. West”) to testify during its case in chief. Mr. Thomas also testified.

Any finding of fact contained in this final agency decision and order that also constitutes a conclusion of law is hereby adopted as a conclusion of law. Likewise, any conclusion of law contained in this final agency decision and order that also constitutes a finding of fact is hereby adopted as a finding of fact.

Based upon careful consideration of the sworn testimony of the witnesses presented at the hearings and the entire record in this proceeding, the Undersigned makes the findings of fact

below. In making these findings, the Undersigned has weighed all the evidence and has assessed the credibility of the witnesses by taking into account the appropriate factors for judging credibility, including but not limited to the demeanor of the witness, any interest, bias, or prejudice the witness may have; the opportunity of the witness to see, hear, know, or remember the facts or occurrences about which the witness testified; whether the testimony of the witness is reasonable; and whether the testimony is consistent with all other credible evidence in the case.

The Undersigned has weighed all the evidence to determine if the evidence was (1) substantial in accordance with North Carolina General Statute § 150B-41 and (2) relevant in accordance with North Carolina General Statute § 8C-1, Rule 401, and North Carolina General Statute § 8C-1, Rule 402.

#### **FINDINGS OF FACT**

1. The General Assembly of North Carolina has delegated to the Commissioner of Insurance and the Department the authority and responsibility for the enforcement of Chapter 58 of the North Carolina General Statutes, including regulating and licensing bail bondsmen and runners under Article 71 of that Chapter.

2. Mr. Thomas holds active surety bail bondsman and bail bond runner licenses, which were respectively issued by the Department on 15 November 2011 and 30 November 2011.

3. Mr. Jacobs is a licensed surety and professional bondsman who owns and operates a bail bond agency named C4U Bail Bonding, Inc. In 2011 Mr. Jacobs hired Mr. Thomas to work under his supervision as a surety bail bondsman and bail bond runner. Mr. Jacobs trained and supervised Mr. Thomas in the performance of his duties as a surety bail bondsman and bail bond runner.

4. In May 2012 Mr. Jacobs negotiated with Harold Junior Phillips ("Mr. Phillips") to post two appearance bonds in the amount of \$10,000.00 and \$1,000.00 to secure Mr. Phillips' appearance in court. Mr. Jacobs charged Mr. Phillips a total premium of \$1,150.00 to post these bonds and agreed to accept a cash down payment of \$600.00 and to enter into a memorandum of agreement ("MOA") with Mr. Phillips to pay the remaining balance of \$550.00.

5. Mr. Jacobs sent Mr. Thomas to meet with Mr. Phillips, complete the necessary paperwork, collect the \$600.00 premium down payment, and to post the bonds for Mr. Phillips. On 25 May 2012 Mr. Thomas met with Mr. Phillips and the indemnitor, Charlotte Creel, to collect the premium and complete the paperwork, including an MOA that provided the terms for payment of the remaining \$550.00 balance. When Mr. Thomas completed the MOA, Mr. Thomas wrote down that the first installment was due in June 2012 and the second installment was due on 5 July 2012. However, Mr. Thomas neglected to write down the amount of each installment due.

6. Upon completion of the necessary paperwork and posting of the appearance bonds, Mr. Thomas returned a file to Mr. Jacobs containing the completed paperwork, including the MOA, premium receipt for the \$600.00, and the \$600.00 in cash that he collected. Mr. Jacobs placed the file in a drawer containing the files of clients who owe premium to C4U Bonding, Inc.

7. After Mr. Thomas turned in the file for Mr. Phillips to Mr. Jacobs, Mr. Jacobs entered the pertinent information from the file (including the details regarding the bonds, the premium charged and collected for each bond, and the terms of the MOA) into "bailbooks." Bailbooks is record keeping software that Mr. Jacobs uses for his business. Because the MOA failed to specify the amount of the June and July 2012 installments, Mr. Jacobs entered 5 July 2012 as the



due date for the full \$550.00 into the bailbooks records for Mr. Phillips. At the hearing Mr. Jacobs produced a copy of reports printed from bailbooks for Mr. Phillips' bonds. The reports, which the Department introduced into evidence, reflected that a total premium of \$1,150 had been charged, that a \$600.00 down payment was collected, and that \$550.00 was due on 5 July 2012.

8. Mr. Jacobs requires his agents to complete and issue a paper receipt out of an agency premium receipt book whenever they accept a payment of deferred premium. The receipts are prenumbered consecutively in the books and include a white original, a yellow copy, and a pink copy. The original must be given to the person from whom the payment was taken, the pink copy must remain in the receipt book, and the yellow copy must be turned into Mr. Jacobs along with the money. Mr. Jacobs takes the money and enters the information regarding the payment into bailbooks, then places the yellow copy of the receipt into the client's file.

9. One day in June 2012 while Mr. Jacobs was out of the office, he received a cell phone call from Mr. Thomas. Mr. Thomas informed Mr. Jacobs that he had Mr. Phillips in the office and was prepared to surrender him if he did not pay the \$550.00 that was owed for the bonds. Mr. Jacobs told Mr. Thomas that he did not have Mr. Phillips' file with him and that he would have to check the file to confirm that any money was due before he could authorize Mr. Thomas to take any action. Mr. Jacobs then told Mr. Thomas to release Mr. Phillips.

10. In late June 2012 Mr. Thomas informed Mr. Jacobs that he was quitting his job to move to the mountains. One day in July 2012 Mr. Jacobs checked Mr. Phillips' file and records on bailbooks and determined that his \$550.00 payment was past due. In particular, Mr. Phillips' file did not contain any receipts other than the original receipt for the \$600.00 down payment and the

bailbooks records for Mr. Thomas reflected that no payment had been received since the original \$600.00 payment was collected. Accordingly, Mr. Jacobs contacted Mr. Phillips about his past due payment. At that time, Mr. Phillips told Mr. Jacobs that he had already paid the \$550.00 to the bondsman who got him out of jail and that the bondsman did not give him a receipt. He also indicated that there were witnesses present when he paid the \$550.00 to the bondsman.

11. After speaking to Mr. Phillips, Mr. Jacobs contacted Officer John Edwards, a law enforcement officer with the Scotland County Sheriff's Office, to report what Mr. Phillips had told him and to report that Mr. Thomas never turned the \$550.00 into C4U Bail Bonding, Inc.

12. In case there had been any mistake, Mr. Jacobs looked through his agency receipt books for 2012 for any receipts issued by Mr. Thomas for Mr. Phillips and did not find any such receipts. Mr. Jacobs produced his original receipt book for receipts #051-075 at the hearing. The Department introduced a copy of these receipts into evidence. The first 14 receipts, Receipt #051-052 and #054-065, were written by Mr. Thomas and were issued in chronological order from February 2012 through 15 June 2012. Thus, Receipt #53, which was missing from the book, was likely written in February 2012 since the preceding and succeeding receipts (#052 and #054) were also written in February 2012. Mr. Jacobs testified that the 15 June 2012 receipt was the last receipt he had that was issued by Mr. Thomas and that the remaining receipts #066-075 were issued by Mr. Jacobs or one of his agents after Mr. Thomas quit in June 2012.

13. Officer Edwards subsequently reported to Mr. Jacobs that he had contacted two of the witnesses who were with Mr. Phillips when he paid the \$550.00 and they confirmed Mr. Phillips' story that he paid the \$550.00 to the bondsman and was not given a receipt. Thereafter, on 13 July 2012 Officer Edwards obtained a warrant for Mr. Thomas's arrest in Scotland County in 12

CR 052206 for felony violation of N.C. General Statute § 14-90. The warrant alleged that there was probable cause to believe that on or about 21 June 2012 Mr. Thomas “unlawfully, willfully and feloniously did receive money in the amount of \$550.00 from Harold Phillips that was due by Harold Phillips for a bond that was written by C4U Bail Bonding Inc. The money that was received was never turned over to C4R Bail Bonding it was kept by the Defendant.”

14. After the warrant was issued, Officer Edwards informed Mr. Jacobs that he received a call from Mr. Thomas regarding the warrant for his arrest and that Mr. Thomas asked Officer Edwards whether Mr. Jacobs would agree to dismiss the charges if he paid him the \$550.00. Mr. Jacobs testified that he was not interested in working anything out since Mr. Thomas had taken the money and not turned it into C4U Bail Bonding, Inc.

15. Mr. West, a Complaint Analyst for the Department’s Agent Services Division, testified that in 2012, he received information about Mr. Thomas’s pending felony charge from the Department’s Criminal Investigations Division. Thereafter, he monitored the status of Mr. Thomas’s criminal case. In November 2013, the Scotland County Clerk of Court’s office informed Mr. West that Mr. Thomas pleaded guilty to misdemeanor injury to personal property in return for the dismissal of the felony embezzlement charge.

16. The Department introduced certified copies of pertinent records from Mr. Thomas’s criminal case in 12 CR 052206 into evidence. The Transcript of Plea and Judgment in that criminal case reflect that on 18 November 2013 Mr. Thomas pleaded guilty to and was convicted of misdemeanor offense of injury to personal property in violation of N.C. General Statute § 14-160. Mr. Thomas was sentenced to 120 days in the custody of the Misdemeanant Confinement Program, but received a suspended sentence of six months supervised probation. Mr. Thomas



was further ordered to pay \$354.50 in court costs and to pay \$550.00 in restitution to C4U Bail Bonding, Inc. Under the terms of the plea agreement, the State dismissed the felony embezzlement charge against Mr. Thomas.

17. On 25 November 2013 Mr. West sent an e-mail to Mr. Thomas that requested that he attend a meeting with the Department on 14 January 2014 to discuss his recent guilty plea and conviction. Mr. Thomas appeared for the meeting with the Department on 14 January 2014. During the meeting, Mr. Thomas admitted that he collected the \$550.00 from Mr. Phillips. Mr. Thomas alleged that he encountered Mr. Phillips on the street one day while Mr. Phillips was carrying a bag of groceries and asked him to step into the office, where he then demanded the \$550.00 that Mr. Thomas contended was due. Mr. Thomas further stated that Mr. Phillips began crying and that he felt sorry for him, so he agreed to let him bring him the \$550 the following day. Mr. Thomas also alleged that Mr. Phillips delivered the money the following day and that he issued Mr. Phillips a receipt while he was in the office.

18. Mr. Thomas brought a number of documents to the 14 January 2014 meeting for the Department's consideration. The documents, which the Department introduced into evidence, included Mr. Thomas's typewritten statement regarding the circumstances that led to his guilty plea and conviction, paperwork related to Mr. Phillips' bonds, court records from 12 CR 052206, and a felony investigation report of the alleged embezzlement by Mr. Thomas. In his typewritten statement, Mr. Thomas stated, in pertinent part, "I never denied the fact that I received the money and I even wrote a receipt to the man for the money I received. However, Jacobs claims I never gave him the cash. Since he never gave me a receipt for the cash that I turn into him, I had no proof...." Mr. West testified that Mr. Thomas's statements at the informal conference were

consistent with the typewritten statement that he provided to Agent Services.

19. The paperwork for Mr. Phillips' bonds that Mr. Thomas produced to the Department included the bond powers, an indemnity agreement, a receipt for the \$600.00 down payment, and the MOA. Mr. Jacobs identified these documents as the paperwork for Mr. Phillips' bonds that Mr. Thomas completed and turned into him. Mr. Thomas did not produce a copy of the receipt for \$550.00 that he allegedly issued to Mr. Phillips and told the Department that he did not have that receipt because it was in Mr. Jacobs' possession.

20. The felony investigation report was prepared by Officer Edwards and was provided to Mr. Thomas on 18 November 2013. The report includes Officer Edwards' incident/investigation report. The report narrative indicates that on or about 13 July 2012 Mr. Jacobs reported that Mr. Thomas had collected \$550.00 from Mr. Phillips, which was an outstanding payment due. However, the money was not due at the time Mr. Thomas collected it and Mr. Thomas did not turn in the paperwork or the money and in fact kept the money for himself. Mr. Jacobs further reported that when he discovered that Mr. Phillips had paid Mr. Thomas, Mr. Thomas had left the company and would not return any phone calls.

21. Officer Edwards' report indicates that he interviewed Mr. Phillips on 2 August 2012 and sets forth Mr. Phillips' statement as follows: "I am out on bond. C4U bonding got me out. I was going to court one day and the bondsman seen me and took me to his office, he handcuffed me and told me he needed all the money [\$550.00] even though I wasn't behind on my payments. I told him I would have the money the next day if he would let me get it. He gave me his number and told me to call him and not call the office. I went back the next day with my mama, Cynthia, and bonnie and paid him the money. He put the money in his pocket and he



didn't give me a receipt but he told me to write on the bank envelope paid in full and the date and some initials."

22. Officer Edwards' report narrative further indicates that he interviewed Mr. Phillips' mother, Helen Kelly, and Cynthia Patterson, on 12 July 2012 and sets forth the statements that they gave to Officer Edwards. These statements indicate that Ms. Kelly and Ms. Patterson were with Mr. Phillips when he delivered the \$550.00 to the bondsman and that the bondsman did not give Mr. Phillips a receipt.

23. Officer Edwards' report states that he received a phone call from Mr. Thomas on 2 August 2012, that Officer Edwards then "explained to him what he was charged with," and that Mr. Thomas inquired whether "if he paid the \$550.00 if the charges could be dismissed."

24. After considering the documents and information that Mr. Thomas provided at the 14 January 2014 meeting, Agent Services requested that Mr. Thomas surrender his licenses or proceed with an administrative hearing to determine whether his licenses should be revoked. Mr. Thomas chose to proceed with an administrative hearing.

25. Mr. Thomas testified briefly at the hearing in his own defense. Mr. Thomas did not testify about the incident in which he demanded the \$550.00 from Mr. Phillips or the incident in which he later collected the \$550.00 from Mr. Phillips. Rather, he merely reiterated that he never denied taking the payment from Mr. Phillips and stated that "I did give it [the money] to him [Jacobs]" but Mr. Jacobs never gives his employees receipts for the money they have given him.

26. Mr. Thomas demanded and collected \$550.00 from Mr. Phillips in premium for C4U Bail Bonding, Inc. in June 2012 even though the payment was not due until 5 July 2012. Mr. Thomas

did so contrary to Mr. Jacobs' instructions to forego any action until Mr. Jacobs could review Mr. Phillips' file and confirm whether his payment was due. Mr. Thomas did not issue a receipt to Mr. Phillips for the \$550.00. Mr. Thomas's failure to issue a receipt to Mr. Phillips was in violation of 11 NCAC 13.0515, which requires, in pertinent part, that "Whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant...."

### LEGAL ANALYSIS AND DISCUSSION

Any provision or statement contained in this legal analysis that also constitutes a conclusion of law is hereby adopted as a conclusion of law. Likewise, any provision or statement contained in this legal analysis that also constitutes a finding of fact is hereby adopted as a finding of fact.

#### A. Criminal Charges Against and Conviction of Mr. Thomas

According to N.C. General Statute § 15A-1340.12, [t]he primary purposes of sentencing a person convicted of a crime are to impose a punishment commensurate with the injury the offense has caused, taking into account factors that may diminish or increase the offender's culpability; to protect the public by restraining offenders; to assist the offender toward rehabilitation and restoration to the community as a lawful citizen; and to provide a general deterrent to criminal behavior.

Mr. Thomas was originally charged with embezzlement under N.C. General Statute § 14-90, the punishment for which offense is a Class H felony. On the advice of his attorney, Mr. Thomas pleaded guilty to a violation of N.C. General Statute § 14-160, which is the crime of willful and wanton injury to personal property, the punishment for which is a Class 1 misdemeanor if the property is worth more than \$200.00. The ultimate conviction should have greater weight in this matter than the original charge.

The transcript of plea states that Mr. Thomas entered an *Alford*<sup>1</sup> plea, and that Mr. Thomas considered it to be in his best interest to plead guilty to the charge and that he understood that his “*Alford* plea” would be treated as the equivalent of being guilty.

There is no material difference between a no contest plea and an *Alford* plea.<sup>2</sup> A defendant enters into an *Alford* plea when he proclaims he is innocent, but “intelligently concludes that his interests require entry of a guilty plea and the record before the judge contains strong evidence of actual guilt.”<sup>3</sup> Implicit in a plea of no contest is the recognition that although the defendant is unwilling to expressly admit guilt, he is faced with “grim alternatives” and is willing to waive his trial and accept the sentence.<sup>4</sup>

#### **B. Judicial Review of Final Agency Decisions and Orders**

A person aggrieved by a final agency decision and order may file a petition for judicial review with the Superior Court.<sup>5</sup>

In reviewing a final agency decision, the Court applies the whole record test to the facts disclosed by the record. A reviewing court must consider the evidence which in and of itself justifies or supports the administrative findings and must also take into account the contradictory evidence or evidence from which conflicting inferences can be drawn.<sup>6</sup> Under the whole record test there must be substantial evidence to support the findings, conclusions, and result.<sup>7</sup> The

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<sup>1</sup> *North Carolina v. Alford*, 400 U.S. 25, 91 S. Ct. 160, 27 L. Ed. 2d. 162 (1970)

<sup>2</sup> See *State v. Alston*, 139 N.C. App. 787, 792, 534 S.E.2d 666, 669 (2000) (“[A]n ‘*Alford* plea’ constitutes a guilty plea in the same way that a plea of *nolo contendere* or no contest is a guilty plea.” (quotation and citation omitted)); see also *Alford*, 400 U.S. at 37, 27 L. Ed. 2d at 171 (stating that there is no “material difference between a plea that refuses to admit commission of the criminal act and a plea containing a protestation of innocence . . .”).

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* at 36, 27 L. Ed. 2d at 171.

<sup>5</sup> N.C. General Statute § 150B-43.

<sup>6</sup> *Thompson v. Wake County Board of Education*, 292 N.C. 406, 233 S.E. 2d 538 (1977).

<sup>7</sup> N.C. General Statute § 150B-51(b)(5).



evidence is substantial if, when considered as a whole, it is such that a reasonable person might accept as adequate to support a conclusion.

The following steps are necessary as a means to decide if a lower body's decision has a "rational basis in the evidence."

(1) Is there adequate evidence to support the order's expressed finding(s) of fact?

(2) Do the order's expressed finding(s) of fact adequately support the order's subsequent conclusion(s) of law?

(3) Do the expressed findings and/or conclusions adequately support the lower body's ultimate decision?<sup>8</sup>

### **C. Strict Construction**

It is well settled that statutes that are in derogation of the common law and that are penal in nature are to be strictly construed.<sup>9</sup> North Carolina common law did not provide for the regulation of bail bondsmen and runners. Further, under N.C. General Statute § 58-71-80, the Commissioner "may deny, suspend, revoke, or refuse to renew any license" or place the licensee or applicant on probation. Thus, N.C. General Statute § 58-71-80 should be strictly construed because it is both in derogation of the common law and penal in nature.

### **CONCLUSIONS OF LAW**

1. Mr. Thomas was properly served with the Notice of Hearing in this matter. The Department has personal jurisdiction over Mr. Thomas and subject matter jurisdiction in this matter.

2. There was no preponderance of evidence that Mr. Thomas' conduct subjected him to N.C. General Statute §§ 58-71-80(a)(4), 58-71-80(a) (5), or 58-71-80(8). The evidence presented by

<sup>8</sup> *North Carolina State Bar v. Talford*, 356 N.C. 626; 576 S.E.2d 305(2003).

<sup>9</sup> *Vogel v. Reed Supply Co.*, 277 N.C. 119, 131, 177 S.E.2d 273, 280 (1970); *Elliott v. North Carolina Psychology Board*, 348 N.C. 230; 498 S.E.2d 616; (1998).

the Department and the testimony of Mr. Jacobs and Mr. Thomas, when considered altogether, made it impossible for the undersigned to find that Mr. Thomas misappropriated, converted, or unlawfully withheld moneys belonging to others and received in the conduct of business under his license, that Mr. Thomas committed fraudulent or dishonest practices in the conduct of business under his license, or that Mr. Thomas demonstrated incompetency, financial irresponsibility, or untrustworthiness.

3. There was, however, a preponderance of evidence that Mr. Thomas violated a rule of the Commissioner, to wit: 11NCAC 13 .0515.

4. Mr. Thomas' conduct does not subject him to N.C. General Statute §§ 58-71-80(a)(4), 58-71-80(a) (5), or 58-71-80(8).

5. Mr. Thomas' conduct does subject him to N.C. General Statute § 58-71-80(a)(7). Mr. Thomas failed to provide Mr. Phillips with a receipt as required by 11NCAC 13 .0515. However, that violation does not call for any sanction except for a monetary

6. Mr. Thomas has demonstrated that his licensure in the bail bond business would not be injurious to the public.

7. In consideration of all of the evidence presented, the lack of harm to the public caused by the violation, the excellent prior licensing record of Mr. Thomas, and the extensive cooperation by Mr. Thomas with respect to the investigation of this matter, neither license revocation or suspension is appropriate, and neither should be ordered; the appropriate sanction for Respondent should be an order for payment of a monetary penalty under N.C. General Statute § 58-2-70(c).


Based upon the foregoing Findings of Fact, Legal Analysis and Discussion, and

Conclusions of Law, the Hearing Officer makes the following:

**ORDER**

1. Mr. Thomas' surety bondman license shall not be suspended or revoked.
- 2 Mr. Thomas shall pay a monetary penalty of five hundred dollars (\$500.00)
- 3 Mr. Thomas shall complete three additional hours of continuing education during the next license year, which continuing education shall comprise procedures for setting bail and forfeiture of bail as set forth in Article 71 of Chapter 58 and Articles 26 and 37 of Chapter 15A of the North Carolina General Statutes.

This 27<sup>th</sup> day of October 2014.

  
William K. Hale  
Hearing Officer and Special Counsel  
N.C. Department of Insurance  
1201 Mail Service Center  
Raleigh, NC 27699-1201



CERTIFICATE OF SERVICE—DOCKET NUMBER 1723

I HEREBY CERTIFY that I have this day served the foregoing FINAL AGENCY DECISION AND ORDER by e-mail and first class mail, addressed as follows:

E-mail: [rlt2258@yahoo.com](mailto:rlt2258@yahoo.com)

Robert Lee Thomas  
PO Box 1240  
Mtn Home, NC 28758

E-mail: [AKIRBY@ncdoj.gov](mailto:AKIRBY@ncdoj.gov)

Anne Goco Kirby  
Assistant Attorney General  
N. C. Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

This 27<sup>th</sup> day of October 2014.

  
William K. Hale  
N.C. Department of Insurance  
1201 Mail Service Center  
Raleigh, NC 27699-1201

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

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE  
DOCKET NUMBER 1723**

**IN THE MATTER OF  
THE LICENSURE OF  
ROBERT LEE THOMAS**

**SUPPLEMENTAL ORDER**

WHEREAS, in the 27 October 2014 FINAL AGENCY DECISION AND ORDER [AMENDED] Mr. Thomas was ordered to pay monetary penalty of five hundred dollars (\$500.00); and

WHEREAS, there was no due date in the 27 October 2014 FINAL AGENCY DECISION AND ORDER [AMENDED] for the payment of the monetary penalty; and

WHEREAS, the normal practice in Final Agency Decisions and Orders is to set a monetary payment due date.

NOW THEREFORE, the Undersigned Hearing Officer makes the following:

**ORDER**

The monetary penalty of five hundred dollars (\$500.00) that Mr. Thomas was ordered to pay in the 27 October 2014 FINAL AGENCY DECISION AND ORDER [AMENDED] shall be paid by Mr. Thomas on or before 20 December 2014. The monetary penalty must be paid with a certified check, cashier's check, or money order; and must be received by the Department no

later than 20 December 2014. The civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution and N.C. General Statute § 115C-457.2 for the benefit of the public schools.

This 14<sup>th</sup> day of November 2014.



William K. Hale  
Hearing Officer and Special Counsel  
N.C. Department of Insurance  
1201 Mail Service Center  
Raleigh, NC 27699-1201



CERTIFICATE OF SERVICE—DOCKET NUMBER 1723

I HEREBY CERTIFY that I have this day served the foregoing SUPPLEMENTAL ORDER by e-mail and first class mail, addressed as follows:

E-mail:       rlt2258@yahoo.com

Robert Lee Thomas  
PO Box 1240  
Mtn Home, NC 28758

E-mail:       AKIRBY@ncdoj.gov

Anne Goco Kirby  
Assistant Attorney General  
N. C. Department of Justice  
9001 Mail Service Center  
Raleigh, NC 27699-9001

This 14<sup>th</sup> day of November 2014.



William K. Hale  
N.C. Department of Insurance  
1201 Mail Service Center  
Raleigh, NC 27699-1201