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NORTH CAROLINA DEPARTMENT OF INSURANCE
 RALEIGH, NORTH CAROLINA

96600

STATE OF NORTH CAROLINA)	BEFORE THE COMMISSIONER OF
COUNTY OF WAKE)	INSURANCE
)	
)	
IN THE MATTER OF THE)	VOLUNTARY SETTLEMENT
LICENSURE OF NORMA WESSON)	AGREEMENT
LICENSE NO. 0010016959)	

NOW COME, Norma Wesson (hereinafter "Ms. Wesson") 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. Wesson holds active licenses as a surety bail bondsman issued by the Department; 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 violation 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, N.C. Gen. Stat. § 58-71-167(a), provides that in any case where the agreement between principal and surety calls for some portion of the bond premium payments to be deferred or paid after the defendant has been released from custody, a written memorandum of agreement between the principal and surety shall be kept on file by the surety with a copy provided to the principal, and shall include the information required in subsections (1), (2) and (3) thereof; and

WHEREAS, N.C. Gen. Stat. § 58-71-167(b) requires that the memorandum be signed by the defendant and the bondsman or one of the bondsman's agents, and dated at the time the agreement is made, and that any subsequent modifications thereof be in writing, signed, dated, and kept on file by the surety, with a copy provided to the principal upon request; and

WHEREAS, a Department investigation revealed that Ms. Wesson as a sub-agent for professional and surety bondsman Ronald Roberson entered into a Memorandum of Agreement with principal, Maxwell Thomas Lord, dated May 6, 2012 in a format not in compliance with N.C. Gen. Stat. § 58-71-167(b), in that it did not contain the signature of Ms. Wesson as required thereby; and

WHEREAS, Ms. Wesson admits to the violation set out herein; and

WHEREAS, Ms. Wesson's violations of N.C. Gen. Stat. § 58-71-165(b) demonstrates a failure to comply with and/or a violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Ms. Wesson's surety bail 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. Wesson 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. Wesson; 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. Wesson hereby agree to the following:

1. Immediately upon his signing of this document, Ms. Wesson shall pay a **civil penalty of \$250.00** to the Department. The form of payment shall be in the form of a 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." Ms. Wesson shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Wesson. The civil penalty and the signed Agreement must be received by the Department no later than **April 5, 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 the public schools.
2. Ms. Wesson shall obey all laws and regulations applicable to all licenses issued to her.
3. Ms. Wesson enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Wesson 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. Wesson, or in any other cases or complaints involving Ms. Wesson.

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Wesson understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a bail 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. Wesson and the Department.

This the 20th day of March, 2013



North Carolina Department of Insurance

By: 
Norma Wesson
License No. 0010016959

By: 
Angela Ford
Senior Deputy Commissioner

3-27-13