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Agent Services Division

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 CRYSTAL WRIGHT

RECEIVED ASD
AUG 22 2005
Agent Services Division

~~VOLUNTARY SETTLEMENT
AGREEMENT~~

NOW COME Crystal Wright (hereinafter "Wright") 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, Wright holds an active license as a surety bondsman issued by the Department; and

WHEREAS, the Department has received a consumer complaint about Wright's conduct of her bail bondsman business and has conducted an investigation into such complaint; and

WHEREAS, Wright violated N.C. Gen. Stat. § 58-71-80(8) by wrongfully applying a consumer's premium payment for a bail bond towards premium payment still due to Wright from the same consumer on a different bond; and

WHEREAS, Wright has now returned the money wrongfully applied towards the previous bond to the consumer; and

WHEREAS, Wright violated 11 NCAC 13.0512(c) by using an indemnity agreement not in compliance with this rule and by not adequately completing said agreement; and

WHEREAS, Wright violated N.C. Gen. Stat. § 58-2-195 by failing to adequately respond to a request for records and information from the Department; and

WHEREAS, Wright's violation of the above laws is sufficient grounds for the Department to institute proceedings to revoke her license; and

WHEREAS, Wright 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 Wright; and

WHEREAS, pursuant to N.C.G.S. § 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

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 the consideration of the promises and agreements set out herein, the Department and Wright hereby agree to the following:

1. Immediately upon her signing of this document, Wright shall pay a **civil penalty of \$250.00** 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." Wright shall send the civil penalty by certified mail, return receipt requested, to the Department, and Wright shall retain the tracking information and return receipt for her records.
2. Wright shall at all times keep the Department advised of her correct mailing address and shall not refuse or fail to claim mailings, certified or otherwise, from the Department which are addressed to her.
3. Wright shall obey all laws and regulations applicable to a licensed surety bondsman.
4. Wright shall immediately implement a record keeping system suitable for regulatory oversight by the Department. Business records shall be maintained for at least three years in an orderly and logical system suitable for use by examiners employed by the Department. The system shall include, at a minimum, individual file folders for each client for each separate bond. Each client file folder shall be numbered and labeled with the client name and a unique transaction number for each separate bond. The system shall also include, at a minimum, a written or computerized index matching the client name to the client transaction file number. The index shall contain information dating back for at least three years. If Wright accepts cash for collateral on

any bond, Wright shall maintain and use a separate trust checking account for this purpose. All receipts shall be made using a receipt book with consecutively numbered receipts for cash transactions receipts. The checking and receipt records shall be maintained for at least three years.

5. Wright shall ensure that indemnity agreements used by her are in compliance with applicable rules and statutes, and that said indemnity agreements are fully completed prior to execution.

6. In the instances where the premium due on a bond is deferred, Wright shall execute a written payment schedule agreement with each consumer for each bond.

7. Wright shall clearly state the premium charged for each bond to the consumer on all applicable documents, and the premium actually charged for each bond may not vary from the original premium amount.

8. Wright enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Wright understands that she may consult with an attorney prior to entering into this Agreement.

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

8. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Wright 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.

9. The Commissioner of Insurance retains jurisdiction over the parties to this Agreement.

10. This 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 with third parties upon request or pursuant to any law or policy providing for such disclosure.

11. This Agreement shall become effective when signed and attested to by Wright and the Department.

This the 14th day of August, 2005.

North Carolina Department of Insurance

[Redacted]

Crystal Wright

[Redacted]

By:

8-24-05

Angela Ford
Senior Deputy Commissioner