

**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 ARIEL L. FACCINETTI
LICENSE NO. 10025359**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Ariel L. Faccinetti (hereinafter "Mr. Faccinetti") and the Bail Bonds Regulatory Division of the North Carolina Department of Insurance (hereinafter "BBRD"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement"):

WHEREAS, the BBRD has the authority and responsibility for regulating and licensing bail bondsmen; and

WHEREAS, Mr. Faccinetti is currently licensed by the BBRD as a surety bail bondsman; and

NCGS § 58-71-80. Grounds for denial, suspension, probation, revocation, or nonrenewal of licenses.

(a) The Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article, in accordance with the provisions of Article 3A of Chapter 150B of the General Statutes, for any one or more of the following causes:

- (1) For any cause sufficient to deny, suspend, or revoke the license under any other provision of this Article.
- (2) A conviction of any misdemeanor committed in the course of dealings under the license issued by the Commissioner.
- (3) Material misstatement, misrepresentation or fraud in obtaining the license.
- (4) Misappropriation, conversion or unlawful withholding of moneys belonging to insurers or others and received in the conduct of business under the license.
- (5) Fraudulent, coercive, or dishonest practices in the conduct of business or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or any other jurisdiction.
- (6) Conviction of a crime involving dishonesty, breach of trust, or moral turpitude.
- (7) Failure to comply with or violation of the provisions of this Article or of any order, subpoena, rule or regulation of the Commissioner or person with similar regulatory authority in another jurisdiction.

(8) When in the judgment of the Commissioner, the licensee has in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; or that the licensee is no longer in good faith carrying on the bail bond business; or that the licensee is guilty of rebating, or offering to rebate, or offering to divide the premiums received for the bond.

NC Gen. Stat. 58-71-95. Prohibited practices.

No Bail Bondsman or runner shall:(4) Participate in the capacity of an attorney at trial or hearing of one whose bond he is surety, nor suggest or advise the employment of, or name for employment any particular attorney to represent his principal.

NC Gen. Stat. 58-71-100. Receipts for collateral; trust accounts.

- (a) When the bail bondsman accepts collateral, he shall give a written receipt for the collateral. The receipt shall give in detail a full description of the collateral received. Collateral security shall be held and maintained in trust. When 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 noninterest-bearing trust account in any bank located in North Carolina. The trust account funds under this section shall not be commingled with other operating funds.
- (b) With the approval of the Commissioner, bail bondsmen operating out of the same business office or location may establish a shared trust account for collateral security received by them. The Commissioner may require the bondsmen desiring to establish the shared trust account to furnish the Commissioner information about their business that the Commissioner considers necessary to administer this Article effectively.

11 NCAC 13 .0512 COLLATERAL SECURITY REQUIRED BY BONDSEN

(a) The collateral security required by bail bondsmen shall be reasonable in relation to the amount of the bond in that any collateral security (including personal property, real property, indemnity agreement and guarantee) received by such licensee shall not, in the aggregate, exceed the amount of the bond.

(b) Any collateral security shall be returned to the person who deposited it with the bail bondsman immediately after the obligation, the satisfaction of which was secured by the collateral, is discharged.

(c) Any bail bondsman or runner who receives collateral security shall hold such collateral security in trust. No indemnity agreement or other security received as collateral security for a bond shall contain any provision whereby any liability or obligation under such agreement extends beyond the termination of liability under the bond.

(d) If the bondsman's liability is reduced at any time and for any reason, the collateral security and all obligations under collateral indemnity agreements or guarantees shall be reduced to the same extent that the liability under the bond was reduced, and any excess thereof shall be immediately returned to the depositor of the security.

(e) No indemnity agreement or other security agreement taken as collateral for bonds shall include any provision for the payment of interest or other additional fees or charges.

(f) All persons who sign any type of indemnity agreement or other type of security agreement to be used as collateral shall be furnished by the bondsman or runner with a copy of such agreement.

(g) The provisions of this Section relating to indemnity agreements or other security agreements apply to all such agreements whether set forth on the face of the bond or contained in a separate agreement. 9

(h) All indemnity agreements or other security agreements shall be considered as collateral security and shall be listed and described on the form provided by the Administrative Office of the Courts (Form AOC-CR-201 or its successor) entitled "Appearance Bond for Pretrial Release."

(i) Upon any modification or alteration of the collateral security, the bondsman shall comply with the provisions of 11 North Carolina Administrative Code 13 .0513.

(j) All agreements and contracts with defendants or anyone on behalf of the defendant, shall have a form number and the license number of the bail bondsman printed thereon and shall be submitted to the Department for approval according to the standards in these Rules. No such agreements or contracts shall be used by the licensee until written approval has been given by the Department.

11 NCAC 13 .0515 RECEIPT FOR ALL FEES

Whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant. Copies of all receipts issued shall be kept by the bail bondsman. All receipts issued must:

- (1) be prenumbered by the printer and used and filed in consecutive numerical order,
- (2) show the name and address of the bail bondsman,
- (3) show the amount and date paid,
- (4) show the name of the person accepting payment,
- (5) show the total amount of the bond for which the fee is being charged and the name of the defendant.

WHEREAS, On February 14, 2025, Ms. Norma Ramirez reported to BBRD that she was overcharged for a bond premium that she posted for her son, Ronaldo Ambrocio-Ramirez for \$25,000 and paid a premium of \$2,500.00 to Mr. Faccinetti. Ms. Ramirez further stated that Mr. Faccinetti represented himself to be an attorney and said that he would need extra money to represent her son in the court case. Mr. Faccinetti stated that he did post the bond for her son in the amount of \$25,000.00, and that her husband, Claudio Ambrocio, had an ICE hold placed on him and didn't pursue a bond for him. Mr. Faccinetti took \$12,500.00 in cash from Ms. Ramirez and had her sign an Indemnity Agreement in the amount of \$25,000.00, which was more than what was allowed by law. Ms. Ramirez was asked to pay an additional \$20,000.00 for services of an attorney to represent her son and husband in their court cases. Mr. Faccinetti denied having represented himself as an attorney, but did recommend one to her, which was also a violation of the bail bond statutes. Mr. Faccinetti did not have a trust account for the cash collateral collected which is required and was storing it in a safe at his residence. Mr. Faccinetti also collected \$20,000.00 in cash for an attorney who was to represent her son and husband in the court cases which was paid to attorney Steve Meier, and which had to be returned to Ms. Ramirez less the \$5000 through an agreement between Ms. Ramirez and Mr. Meier; and

WHEREAS, in his dealings with Ms. Ramirez Mr. Faccinetti violated the provisions of N.C Gen. Stat. 58-71-95 in that he was alleged to have represented himself as an attorney and that he did recommend a specific attorney to handle the court cases for Ms. Ramirez's son and husband. Mr. Faccinetti violated the provisions of NC Gen. Stat. 58-71-100 in that he had no collateral account set up to store the money received from Ms. Ramirez and instead kept the money in a safe at his residence. Mr.

Faccinetti violated the provisions of 11 NCAC 13.0512 (a) (f) (h) and (j) in that he required an overcharge on collateral required, no copy of the indemnity agreement was given to Ms. Ramirez, collateral was not listed on the Appearance Bond and no form number on the indemnity agreement form; and

WHEREAS, On July 30, 2025, Mr. Faccinetti attended an Informal conference with BBRD and was offered a \$2,500.00 civil penalty in connection with executing a Voluntary Settlement Agreement in lieu of a formal hearing regarding the violations found in his dealings with Ms. Ramirez regarding her son and husband.

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 N.C. General Statutes or of any order, rule, or regulation of the Commissioner; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Mr. Faccinetti has agreed to settle, compromise, and resolve the matter referenced in this Agreement, and the BBRD has agreed not to pursue additional civil ramifications; including penalties, sanctions, remedies, or restitution based on these matters against Mr. Faccinetti; 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

WHEREAS, Mr. Faccinetti agreed on July 30, 2025 to execute a Voluntary Settlement Agreement and pay a fine in the amount of \$2,500.00 as a condition to being licensed as a surety bail bondsman; and

NOW, THEREFORE, in consideration of the promises and agreements set out herein, the Department and Mr. Faccinetti hereby agree to the following:

1. As set forth above, Mr. Faccinetti shall remit a **civil penalty in the amount of \$2,500.00** 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." Mr. Faccinetti shall send the civil penalty by certified mail, return receipt requested or delivered in person, to the BBRD simultaneously with the return of this Agreement, signed by Mr. Faccinetti. The civil penalty and the signed Agreement must be received by the BBRD no later than September 8, 2025. 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. Mr. Faccinetti shall obey all laws and regulations applicable to all licenses issued to him.
3. Mr. Faccinetti enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Faccinetti understands that he may consult with an attorney prior to entering into this Agreement.
5. The parties to this Agreement agree that this Agreement shall have the full force and

effect of an Order of the Commissioner. Mr. Faccinetti understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety 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. All licenses issued by the BBRD to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The BBRD 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.
7. This Settlement Agreement shall become effective when signed by Mr. Faccinetti and the BBRD.

**N.C. Department of Insurance
Bail Bonds Regulatory Division**



License No. 10025359



**B : Mart Sumner
Senior Deputy Commissioner**

Date: 09-30-2025

Date: 10/10/25