

**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
LAURA U. IRO
LICENSE NO. 0007333866**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Laura U. Iro (hereinafter "Ms. Iro") 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. Iro holds an active license 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, Ms. Iro on December 20, 2016 wrote three (3) surety appearance bonds on defendant, Demetrice Truesdale, in the District Court of Wake County North Carolina in the amounts of \$100,000.00, \$45,000.00 and \$20,000.00 in connection with various drug related offenses, with the premium for such bonds represented to be either \$23,650 or \$25,650.00; and

WHEREAS, N.C. Gen. Stat. § 58-71-170(b) provides that the Commissioner may conduct examinations of surety bondsmen under the provisions of N.C. Gen. Stat. § 58-2-195; and

WHEREAS, N.C. Gen. Stat. § 58-2-195 (a) provides that information from records required to be kept pursuant to law shall be open to the inspection for the Commissioner or any other authorized employee when demanded, and subparagraph (e) thereof provides that the refusal to submit to examination is grounds for the revocation or refusal of a license; and

WHEREAS, the Bail Bond Regulatory Division (BBRD) contacted Ms. Iro by mail on May 25, 2017 and June 16, 2017 requesting all documents related to the bonds written on Demetrice Truesdale pursuant to a complaint filed with the Department, which demand as of June 26, 2017 was not timely met by Ms. Iro in violation of N.C. Gen. Stat. § 58-2-195; 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. Iro entered into three (3) combination Promissory Note/ Memorandum of Agreements (MOA) for Demetrice Truesdale with Michelle Ronda Pervis, girl friend of the defendant, Ms. Pervis' mother, Sylvia Losacco, and Kanisha Truesdale, sister of the defendant, in a format not in compliance with N.C. Gen. Stat. § 58-71-167(b) in that among other things the MOAs were not accurate, not followed or revised; and

WHEREAS, 11 NCAC 13.0512(j) provides that 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, and that no such agreements or contracts shall be used by the licensee until written approval has been given by the Department; and

WHEREAS, the Promissory/Memorandum of Agreements provided to the Department did not have a form number or the license number of Ms. Iro, such agreements were not in conformance with the provisions of 11 NCAC 13.0512(j), and Ms. Iro was in violation thereof; and

WHEREAS, 11 NCAC 13.0515 provides that whenever a fee is received by a bail bondsman, a receipt shall be furnished to the defendant and copies of all receipts must be kept by the bail bondsman; and

WHEREAS, 11 NCAC 13.0515 further provides that all receipts must:

- (1) be pre-numbered 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 paid,
- (4) show the name of the person accepting payment, and

- (5) show the total amount of the bond for which the fee is being charged and the name of the defendant.

WHEREAS, the receipts provided to the Department by Ms. Iro do not show the name and address of the bondsman, some do not include the date and amount paid, do not reflect the name of the person accepting payment, the name of the defendant or the total amount of the premium being charged, and were in violation of the administrative rules cited above governing the issuance of receipts by bail bondsmen; and

WHEREAS, Ms. Iro accepted a general warranty deed from Michelle Ronda Pervis on property owned by Sylvia Losacco, Ms. Pervis' mother, located at 5204 Cottage Bluff Lane, Knightdale, NC as collateral for the bail bond premium; and

WHEREAS, N.C. Gen. Stat. § 58-71-140(d) provides that professional bondsmen, surety bondsmen, and runners shall file with the clerk of court having jurisdiction over the principal an affidavit which shall include: (1) if applicable, a statement that the bondsman has not, nor has anyone for the bondsman's use, been promised or received any collateral security, or premium for executing the appearance bond; (2) if promised a premium, the amount of the premium promised and the due date; (3) if the bondsman has received a premium, the amount of the premium received; (4) if given collateral security, the name of the person from whom it is received and the nature and amount of the collateral security listed in detail; and

WHEREAS, 11 NCAC 13.0512(j) provides that "All indemnity agreements or other security agreements shall be considered collateral security and shall be listed and described on a form provided by the Administrative Office of the Courts (Form AOC-CR-201 or its successor) entitled "Appearance Bond for Pretrial Release" (ABPR); and

WHEREAS, the three MOAs did not correspond to what was noted in the affidavits on the APBRs and the receipts that were provided to the Department

WHEREAS, Ms. Iro did not disclose that she accepted a deed for the property owned by Ms. Pervis as collateral security on any of the ABPRs filed with the court, and was therefore in violation of 11 NCAC 13.0512(h); and

WHEREAS, the Promissory/Memorandum of Agreement provided to the Department did not have a form number or the license number of Ms. Iro, such agreements were not in conformance with the provisions of 11 NCAC 13.0512(j), and Ms. Iro was in violation thereof; and

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

WHEREAS, Ms. Iro's violations of N.C. Gen. Stat. §§58-2-195, 58-71-80(a)(5), 58-71-167(b), § 58-71-140(d), 11 NCAC 13.0512(j), and 11 NCAC 13.0515, 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. Iro'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. Iro 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. Iro; 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. Iro hereby agree to the following:

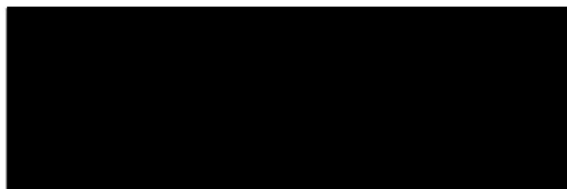
1. Immediately upon her signing of this document, Ms. Iro shall pay a **civil penalty of \$1500.00** to the Department. The form of payment shall be in the form of a certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Ms. Iro shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Iro. The civil penalty and the signed Agreement must be received by the Department no later than **December 29, 2017**. 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. Iro is hereby placed on probation for a period of twenty-four (24) months on the following terms and conditions:
 - a. Ms. Iro shall submit in writing, each month, a written report of the surety bonds written or executed by her during the preceding calendar month on behalf of any bail surety insurer. Each report shall include all surety bonds written or executed during the preceding calendar month whether or not such bail bond is still outstanding at the end of the preceding calendar month. A written report shall be due each month even if no bail bonds are written in the preceding calendar month.
 - b. Ms. Iro's surety bail bond reports shall be received monthly by the Department on or before fifteen days after the last day of the preceding month.
 - c. Mr. Iro's first written report of bail bonds written or executed by her during the preceding calendar month is due on or before February 15, 2018 for the month of January 2018.
 - d. If Ms. Iro successfully completes her twenty-four month probation, her twenty-fourth and last surety bail bond monthly report (December 2019) shall be received no later than January 15, 2020.

- e. Ms. Iro's monthly surety bail bond report shall include, for each surety bail bond, the date the surety bail bond was written or executed, the full name of the principal as shown on each surety bail bond, the amount of each surety bail bond, the amount of premium promised for each surety bail bond, the premium actually received for each surety bail bond, the name of the bail bond surety insurer for each surety bail bond, receipt number(s), the serial numbers of all powers of attorney used for each surety bail bond, a full description of any collateral obtained from any person related to each surety bail bond, and the court file information, including county and court file number for each surety bond.
 - f. Ms. Iro shall expressly certify by signing, under oath, the accuracy of each monthly surety bail bond report as follows: "I, Laura U. Iro hereby certify under oath that this Monthly Surety Bail Bond report is complete and accurate." Ms. Iro shall sign and certify each monthly surety bail bond report personally and may not delegate this signing and certification obligation to any other person. Ms. Iro's signature on each monthly report shall be notarized.
 - g. Ms. Iro shall comply with all e-mailed requests by the Department for documentation regarding her surety bail bond business within five business days after the date of each request for documentation.
3. Ms. Iro will be required to comply with the provisions of N.C. General Statute § 58-71-71(a) and complete at least 12 hours of education as provided by an approved provider in subjects pertinent to the duties and responsibilities of a bail bondsman including all laws and regulations related to being a bail bondsman during the first six months of her probation and submit documented verification of such completion to the Department.
2. Ms. Iro shall obey all laws and regulations applicable to all licenses issued to her.
3. Ms. Iro enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Iro 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. Iro, or in any other cases or complaints involving Ms. Iro.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Iro 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. Iro and the Department.

This the day of 3, 2017



By: Laura U. Iro
License No: 0007333866



By: Marty Sumner
Deputy Commissioner

1/5/2018