

**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 CHELSI L. OXENDINE
LICENSE NO. 0017150178**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Chelsi L. Oxendine (hereinafter "Ms. Oxendine") 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 the insurance laws of this State, and for regulating and licensing bail bondsmen; and

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

WHEREAS, N.C. Gen. Stat. § 58-71-40(a) provides that no person shall act in the capacity of a professional bondsman, surety bondsman, or runner or perform any of the functions, duties, or powers prescribed for professional bondsmen, surety bondsmen, or runners unless that person is qualified and licensed; and

WHEREAS, Ms. Oxendine allowed Charles Bernard Shaw, who was not licensed as a professional bail bondsman, surety bail bondsman or runner, to participate in the apprehension of Jeremy Tyrone Lewis, who had breached the terms of his bail bond agreement, missed his court date, and was sought to be surrendered, on July 5, 2017, and was therefore in violation of N.C. Gen. Stat. § 58-71-40(a); and

WHEREAS, Ms. Oxendine's conduct in allowing a non-licensed individual to participate in conduct reserved to licensed individuals reflects a violation of the provisions of N.C. Gen. Stat. § 58-71-80 (a) (5), "fraudulent, coercive, or dishonest practices in the conduct of business or demonstrating incompetence, untrustworthiness, or financial irresponsibility"; and

WHEREAS, Ms. Oxendine's conduct further reflects a violation of N.C. Gen. Stat. § 58-71-80 (a) (8), in that in carrying on her affairs under the license she "demonstrated incompetency, financial irresponsibility, or untrustworthiness"; and

WHEREAS, Ms. Oxendine's violations of N.C. Gen. Stat. § 58-71-40, 58-71-80 (a) (5), 58-71-80 (a) (7) and 58-71-80 (a) (8) 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. Oxendine's surety bail bondsman's 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. Oxendine 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. Oxendine; 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. Oxendine hereby agree to the following:

1. Immediately upon her signing of this document, Ms. Oxendine shall pay a **civil penalty of \$3,000.00** 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. Oxendine shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Oxendine. The civil penalty and the signed Agreement must be received by the Department no later than **July 6, 2018**. 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. Oxendine shall obey all laws and regulations applicable to all licenses issued to her.

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

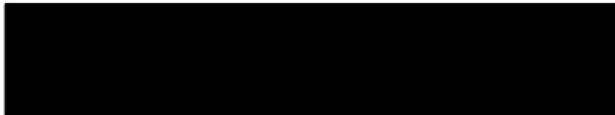
4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Ms. Oxendine, or in any other cases or complaints involving Ms. Oxendine.

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Oxendine 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 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. Oxendine and the Department.

N.C. Department of Insurance



By: Chelsi L. Oxendine
License No. 0017150178



By: Marty Sumner
Deputy Commissioner

Date: 7/5/18

Date: 7-10-18