

**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
JACKIE A. PARKER,
(NPN 10014559)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Jackie A. Parker (“Bondsman”) and the North Carolina Department of Insurance (“Department”) and voluntarily and knowingly enter into the following Voluntary Settlement Agreement (“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, Bondsman holds a surety bail bondsman’s license (hereinafter, the “License”) issued by the Department; and

WHEREAS, on August 19, 2018, bond was set for defendant Thomas William Imschweiler in *State v. Imschweiler*, 18 CR 050561 (Currituck Co., NC) in the amount of \$700,000 (“Imschweiler Bond Amount”); and

WHEREAS, on November 19, 2018, Bondsman posted a \$100,000 bond in partial satisfaction of the Imschweiler Bond Amount (“Bondsman’s Imschweiler Bond”), with the balance of the Imschweiler Bond Amount split among a series of other bonds issued by eight bondsmen in Currituck County; and

WHEREAS, the Power of Attorney on Bondsman’s Imschweiler Bond states that “This power is void if altered or erased or used with any other powers of this Company or in combination with powers from any other surety company...”; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(5) provides in relevant part that the Commissioner may deny, place on probation, suspend or revoke a bail bondsman’s license for “[f]raudulent, 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...”; and

WHEREAS, as a result of the stacking of multiple bonds with multiple Powers of Attorney that were issued for the Imschweiler Bond Amount by Bondsman and eight additional bondsmen, the Power of Attorney on the Bondsman’s Imschweiler Bond was void and constitutes a [f]raudulent, coercive, or dishonest practice” and “incompetence, untrustworthiness, or financial irresponsibility” by Bondsman in the conduct of his bail bond business in violation of N.C. Gen. Stat. §§ 58-71-80(a)(5); and

this Agreement.

NOW THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, the Department and Bondsman hereby agree to the following:

1. Immediately upon signing this Agreement, Bondsman shall pay a civil penalty of **One Thousand Dollars and No Cents (\$1,000.00)** to the Department. The form of payment shall be by 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." Bondsman shall remit the civil penalty by certified mail, return receipt requested (attention: Keisha Burch, BBRD), to the Department along with the original of this Agreement bearing Bondsman's signature. The civil penalty and the signed Agreement must be received by the Department no later than December 6, 2019. 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 public schools.
2. Bondsman shall attend a Pre-Licensing Education (PLE) course certified by the Department in lieu of existing continuing education requirements for the 2019-2020 renewal period, which training shall be completed prior to December 31, 2019. Evidence of attendance at this PLE shall be provided to the Department (attention Keisha Burch, BBRD) immediately following the completion of the PLE.
3. Bondsman shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Bondsman.
4. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bondsman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Bondsman's Licenses may be revoked for violating an Order of the Commissioner.
5. Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bondsman's right to have an administrative hearing regarding this matter. Bondsman understands that Bondsman may consult with an attorney prior to entering into this Agreement.
6. This Agreement constitutes a complete settlement of all administrative penalties against Bondsman for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Bondsman or in any other complaints involving Bondsman. In the event that Bondsman fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Bondsman, the Department may take any administrative or legal action it is authorized to take.
7. This Agreement, when finalized, will be a public record and is not confidential. 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. Following the execution of this Agreement, any and all licenses issued by the Department to Bondsman shall reflect that Regulatory Action has been taken against Bondsman. The Department routinely provides copies of voluntary settlement agreements to all companies that have

WHEREAS, N.C. Gen. Stat. § 58-71-140(d) provides:

Professional bondsmen, surety bondsmen, and runners shall file with the clerk of court having jurisdiction over the principal an affidavit on a form furnished by the Administrative Office of the Courts. The affidavit shall include, but not be limited to: (1) If applicable, a statement that the bondsman has not, nor has anyone for bondsman's use, been promised or received any collateral, security, or premium for executing this 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 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 .0515 provides:

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; and

WHEREAS, the affidavit of surety for Bondsman's Imschweiler Bond states that Bondsman was promised and received a premium in the amount of \$8,000 for the Bond; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-140(d) and 11 NCAC 13 .0515, and contrary to the affidavit of surety for Bondsman's Imschweiler Bond, Bondsman provided a receipt to William and Leslie Imschweiler for payment of a premium in the amount of \$5,000; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(7) provides in relevant part that the Commissioner may deny, place on probation, suspend or revoke a bail bondsman's license for "[f]ailure 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..."; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(14b) provides in relevant part that the Commissioner may deny, place on probation, suspend or revoke a bail bondsman's license for "[v]iolation of (i) any law governing bail bonding or insurance in this State or any other jurisdiction or (ii) any rule of the Financial Industry Regulatory Authority (FINRA);" and

WHEREAS, Bondsman's violations described above of N.C. Gen. Stat. § 58-71-140(d), and 11 NCAC 13 .0515 violate N.C. Gen. Stat. §§ 58-71-80(a)(7) and 58-71-80(a)(14b); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's licenses issued by the Department, or as to any civil penalty or restitution;

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

WHEREAS, the Parties have reached a mutually agreeable resolution of this matter as set out in

appointed the licensee.

8. Bondsman understands and agrees that, if a state or federal regulator other than the Department has issued a permit or license to Bondsman, that regulator may require Bondsman to report this administrative action to it. Bondsman understands and agrees that the Department cannot give Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.
9. This Agreement shall become effective when signed by Bondsman and the Department.

[Redacted Signature]

Jackie A. Parker

Date: 11/29/19

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted Signature]

Marty Sumner
Senior Deputy Commissioner

Date: 12/13/19