

**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 LARRY D. POWELL
LICENSE NO. 0016835257**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Larry D. Powell (hereinafter "Mr. Powell") 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 the enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Mr. Powell holds an active license as a bail bond runner issued by the Department; and

WHEREAS, Mr. Powell, in connection with bonds written on Mr. Walter R. Johnson, II in Lenoir County (18CR51400, 18CR51430, 18CR52911 and 19CR50603) improperly completed the Appearance Bond for Pretrial Release (ABPR) forms in that the Memorandums of Agreements (MOA) did not match the information contained in the APBRs; in addition, Mr. Powell failed to return the bond premium paid in connection with 19CR50603 upon surrender of Mr. Johnson to the court and used a receipt in place of a MOA which did not include the name and address of the bondsman; and

WHEREAS, NC Gen. Stat. § 58-71-80(a)(5), among other things, provides that the Commissioner may deny, place on probation, suspend, revoke or refuse to renew any license of a licensee for 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; and

WHEREAS, NC 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 and affidavit on a form furnished by the Administrative Office of the Courts which shall include but not limited to: (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 this appearance bond; (2) If promised a premium, the amount of 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, Mr. Powell violated NC Gen. Stat. § 58-71-140 (d) by improperly completing the APBR; and

WHEREAS, NC Gen. Stat § 58-71-167 provides:

(a) 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, upon request. The memorandum shall contain the following information: (1) The amount of the premium payment deferred or not yet paid at the time the defendant is released from jail. (2) The method and schedule of payment to be made by the defendant to the bondsman, which shall include the dates of payment and amount to be paid on each date. (3) That the principal is, upon the principal's request, entitled to a copy of the memorandum.

(b) The memorandum must be signed by the defendant and the bondsman, or one of the bondsman's agents, and dated at the time the agreement is made. Any subsequent modifications of the memorandum must be in writing, signed, dated, and kept on file by the surety, with a copy provided to the principal, upon request. (1991, c. 644, s. 22.)

WHEREAS, Mr. Powell violated NC Gen. Stat § 58-71-167 by using a receipt in place of the MOA which did not include the name and address of the bondsman; and

WHEREAS, NC Gen. Stat. § 58-71-20 provides: At any time before there has been a breach of the undertaking in any type of bail or fine and cash bond the surety may surrender the defendant to the sheriff of the county in which the defendant is bonded to appear or to the sheriff where the defendant was bonded; in such case the full premium shall be returned within 72 hours after the surrender. The defendant may be surrendered without the return of premium for the bond if the defendant does any of the following: (1) Willfully fails to pay the premium to the surety or willfully fails to make a premium payment under the agreement specified in G.S. 58-71-167. (2) Changes his or her address without notifying the surety before the address change. (3) Physically hides from the surety. (4) Leaves the State without the permission of the surety. (5) Violates any order of the court. (6) Fails to disclose information or provides false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any State or federal court. (7) Knowingly provides the surety with incorrect personal identification or uses a false name or alias.

WHEREAS, Mr. Powell violated NC Gen. Stat. § 58-71-20 by not returning the premium paid for the bond in connection with 19CR50603; and

WHEREAS, 11 NCAC 13 .0512(h) provides that 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".

WHEREAS, Mr. Powell violated 11 NCAC 13 .0512(h) by improperly completing the ABPR; 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. 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, Mr. Powell did not comply with the provisions of 11 NCAC 13 .0515 in connection with receipts issued to Ms. Johnson; 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, Mr. Powell admits to the violations set out herein; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Mr. Powell 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 Mr. Powell; and

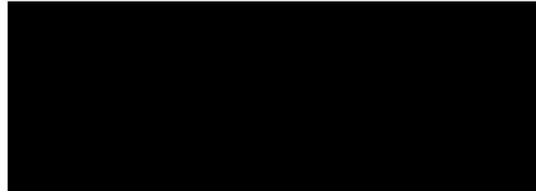
WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution; and

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

1. Immediately upon his signing of this document, Mr. Powell shall pay a **civil penalty of \$500.00** to the Department. The form of payment shall be in 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. Powell shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Powell. The civil penalty and the signed Agreement must be received by the Department no later than **March 20, 2020**. 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. Powell shall return the \$375.00 premium paid by Ms. Joyce Johnson for the bond on Mr. Walter J. Johnson within 72 hours of the signing of this Agreement and provide evidence of such payment to this Department.
3. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Powell will be required to comply with the provisions of N.C. Gen. Statute § 58-71-71(a) and retake 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, to be completed no later than March 20, 2020, and submit documented verification of such completion to the Department. In addition, Mr. Powell must also satisfy the requirements of N.C. Gen. Statute § 58-71-71(b) no later than June 30, 2020.
4. Mr. Powell enters into this Agreement freely and voluntarily and with knowledge of his

5. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Powell, or in any other cases or complaints involving Mr. Powell.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Powell understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bondsman's license may be revoked for violating an Order of the Commissioner.
7. 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.
8. This Settlement Agreement shall become effective when signed by Mr. Powell and the Department.

N. C. Department of Insurance



By: **Larry D. Powell**
By: **Marty Sumner**
License No. **0016835257**
Senior Deputy Commissioner

Date: 03/31/2020
Date: 4/14/2020