

**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 RONNIE O. SMITH
LICENSE NO. 0010014360**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Ronnie O. Smith (hereinafter "Mr. Smith") 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. Smith holds an active license as a surety bail bondsman issued by the Department; 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 an 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, 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. Smith, in connection with a bond written on Mr. Damion Christopher Green in Johnston County, NC (20CRS254) improperly completed the Appearance Bond for Pretrial Release (ABPR) form in that Mr. Smith made a false statement to the Court by swearing to the Affidavit on the back of the Appearance Bond that there was no collateral received for the bond in violation of NC Gen. Stat. § 58-71-140 (d)(1) and (d)(4) when in fact there was, and did not list thereon the name of the person to whom it was received and the nature and amount of the collateral received; and

WHEREAS, Mr. Smith in connection with the bond written on Mr. Green violated NC Gen. Stat § 58-71-167 (a) (1), (2), and (3) and (b) in that an indemnity agreement was written and signed by Mr. Green for the face value of the bond but was not recorded on the Appearance Bond or otherwise comply with the provisions of NC Gen. Stat § 58-71-167 ; there were also credit card fees charged to Mr. Green.

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.

WHEREAS, NC Gen. Stat § 58-71-100(a), among other things, provides that when a bail bondsman accepts collateral, he shall give a written receipt for the collateral; and

WHEREAS, no Memorandum of Agreement or receipt thereto was prepared by Mr. Smith for Mr. Green to sign regarding the remainder of the premium Mr. Green owed, Mr. Smith was in violation of the provisions of NC Gen. Stat § 58-71-167 and 58-71-100(a); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(3), 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 material misstatement, misrepresentation or fraud in obtaining the license; and

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 (Case-76666).

2. Mr. Smith has been ordered and agreed to return the \$225.00 premium paid by Mr. Green by **April 30, 2021** by means of cashier's check, or money order, and has provided evidence of such payment to this Department (Case-76666).
3. Mr. Smith is ordered to write a letter of explanation to the Department for not reporting the Criminal Contempt conviction and submit such letter to the Department and be received by the Department no later than **June 30, 2021**; furthermore, in connection with such violation, Mr. Smith shall pay an **additional civil penalty** in the amount of **\$500.00** to the Department, which shall be remitted in the same manner as set forth in paragraph No. 1 set forth above no later than **July 9, 2021** (Case-83345).
4. Mr. Smith is directed to write a Letter of Release to the Department for each person he is no longer supervising, and such letter or letters be submitted and received by the Department no later than **June 30, 2021**.
5. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Smith 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, and shall be completed by **June 30, 2021** and forward a Certificate of Completion to Debra Turbeville@ncdoi.gov; please be advised that such requirement is in addition to completing current statutory requirements regarding annual continuing education requirements, in that such be completed no later than the current compliance period if not already completed, and submit documented verification of such completion to the Department (Case-76666).
4. Mr. Smith enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Smith understands that he may consult with an attorney prior to entering into this Agreement.
5. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Smith, or in any other cases or complaints involving Mr. Smith.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Smith 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. 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. Smith and the Department.

N. C. Department of Insurance



By: **Ronnie O. Smith**
License No. 0010014360



By: **Marty Sumner**
Senior Deputy Commissioner

Date: 7/1/2021

Date: 7/14/2021