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NORTH CAROLINA DEPARTMENT OF INSURANCE RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA COUNTY OF WAKE

BEFORE THE COMMISSIONER OF INSURANCE

IN THE MATTER OF)	VOLUNTARY SETTLEMENT
THE LICENSURE OF)	AGREEMENT
MARY DELORE SPRINGS)	
SURETY BAILBONDSMAN)	
LICENSE # 8393886)	

NOW COMES Mary Delore Springs (hereinafter, "Springs") and the North Carolina Department of Insurance Agent Services Division (hereinafter, "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "Agreement"):

WHEREAS, the Department has the authority and responsibility for enforcement of the bail bonding laws of this State and for regulating and licensing surety bail bondsman; and

WHEREAS, pursuant to N.C. Gen. Stat. §58-71-40, no person shall act in the capacity of a surety bail bondsman without a license issued by the North Carolina Commissioner of Insurance; and

WHEREAS, Springs currently holds an active surety bail bondsman license, issued on July 27, 2000; and

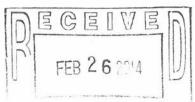
WHEREAS, pursuant to N.C. Gen. Stat. §58-71-75, bail bondsman are required to complete an annual licensure renewal on July 1 by payment of the renewal fee and submission of the renewal application; and

WHEREAS, Springs was required to submit a renewal application and fee for the 2013-2014 licensing year on or before July 1, 2013 for authorization to operate in North Carolina; and

WHEREAS, Springs did not submit her renewal application until on or about December 11, 2013; and

WHEREAS, Springs' failure to submit a timely renewal application resulted in her license lapsing on or about July 1, 2013; and

WHEREAS, Springs operated without authorization to carry on bail bonding activities in this State from July 1, 2013 until her license was renewed on or about December 9, 2013 in violation of N.C. Gen. Stat. §58-71-40; and



WHEREAS, Springs admits her failure to submit the renewal application in a timely manner; and

WHEREAS, the actions of Springs are in violation of N.C. Gen. Stat. §§58-71-40 and 58-71-75; and

WHEREAS, the nature of these violations would provide the Department with sufficient grounds to seek suspension or revocation of Springs' surety bail bond license; and

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

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

- 1. Springs shall pay a civil penalty in the amount of two hundred and fifty dollars (\$250.00), due immediately upon execution of this agreement. The payment of this civil penalty shall be by certified bank check and made payable to the "North Carolina Department of Insurance." This 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. The check for the civil penalty and this executed Agreement shall be submitted to the Agent Services Division of the North Carolina Department of Insurance on or before February 13, 2014.
- 2. Springs shall obey all North Carolina laws and regulations applicable to a licensed surety bail bondsman.
- 3. Springs enters into this Agreement freely and voluntarily and with the knowledge of her right to have an administrative hearing on this matter.
- 4. Springs voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Springs also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
- 5. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Springs.
- 6. This 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 with third parties upon request or pursuant to any law or policy varies.

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providing for such disclosure.

- 7. This written document contains the entire Agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.
- 8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
- 9. If, for any reason, any part or provision of this Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
- 10. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the

day of

.2014

y Delore Springs (License #8393886)

Angela Ford

Senior Deputy Commissioner

North Carolina Department of Insurance

