

**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 ROBERT
LEE THOMAS, NPN 16463988**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Robert Lee Thomas (hereinafter "Mr. Thomas") and the North Carolina Department of Insurance (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 insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Mr. Thomas is currently licensed by the Department as a surety bail bondsman and bail bond runner; and

WHEREAS, N.C. Gen. Stat. § 58-71-167 requires that, for any surety bond that a bondsman writes that includes deferred payments, the bondsman create a memorandum of agreement ("MOA"); and

WHEREAS, N.C. Gen. Stat. § 58-71-168 requires that "all records related to executing bail bonds, including bail bond registers, monthly reports, receipts, collateral security agreements, and memoranda of agreements, shall be kept separate from records of any other business and must be maintained for not less than three years after the final entry has been made."; and

WHEREAS, on April 13, 2022 in *State v. Thomas*, 21 CR 51671 (McDowell County, NC), Mr. Thomas pleaded guilty to a misdemeanor charge of failure to maintain an MOA for a bond he wrote, in violation of N.C. Gen. Stat. § 58-71-168 ("Conviction"); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(2) and in relevant part, the North Carolina Commissioner of Insurance ("Commissioner") may deny, suspend, revoke, or refuse to renew a surety bondsman's license where the bondsman is convicted of any misdemeanor committed in the course of dealings under the license; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(5) and (a)(8) in relevant part, the

Commissioner may deny, suspend, revoke, or refuse to renew any surety bondsman's license under Article 71 of Chapter 58 of the North Carolina General Statutes for the bondsman's incompetency in the conduct of his bail bonding business in the State; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(7) in relevant part, the Commissioner may deny, suspend, revoke, or refuse to renew any surety bondsman's license for the bondsman's 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, pursuant to N.C. Gen. Stat. § 58-71-80(a)(14b) in relevant part, the Commissioner may deny, suspend, revoke, or refuse to renew any surety bondsman's license for the bondsman's violation of any law governing bail bonding or insurance in this State; and

WHEREAS, Mr. Thomas' Conviction provides grounds for the Commissioner deny, suspend, revoke, or refuse to renew Mr. Thomas' surety bondsman pursuant to N.C. Gen. Stat. § 58-71-80(a)(2), (a)(5), (a)(7), (a)(8) and (a)(14b); and

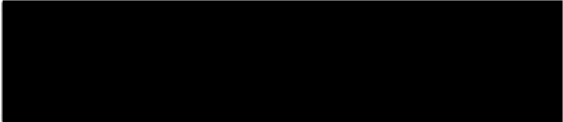
WHEREAS, in lieu of an administrative hearing on the matters stated herein, Mr. Thomas has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Thomas; 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 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. Thomas hereby agree to the following:

1. For the reasons set forth above, Mr. Thomas shall remit a **civil penalty in the amount of \$1,500.00** 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." Mr. Thomas shall send the civil penalty by certified mail, return receipt requested or delivered in person, to the Department simultaneously with the return of this Agreement, signed by Mr. Thomas. The penalty and the executed copy of this Agreement should be sent to Clifford Denny, Bail Bond Regulatory Division, N.C. Department of Insurance, 106 Baker Road, Archdale, NC 27263. The civil penalty and the signed Agreement must be received by the Department no later than **March 10, 2023**. 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. Thomas shall obey all laws and regulations applicable to all licenses issued to him, including but not limited to N.C. Gen. Stat. §§ 58-71-167 and 58-71-168.
3. Mr. Thomas enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Thomas understands that he 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 Mr. Thomas, or in any other cases or complaints involving Mr. Thomas.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Thomas 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 licensees such as Mr. Thomas shall reflect that Regulatory Action has been taken against Mr. Thomas 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, upon request, routinely provides copies of voluntary settlement agreements to all companies that have appointed licensees such as Mr. Thomas.
7. This Settlement Agreement shall become effective when signed by Mr. Thomas and the Department.


By: Robert Lee Thomas
NPN No. 16463988

Date: 3-6-23



By: Marty Sumner
Senior Deputy Commissioner
North Carolina Department of
Insurance

Date: 3/8/2023