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SEP 19 2014

**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

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PROCESSOR

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF DONDAY D. WASHINGTON
(NPN 17143684)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COMES Donday D. Washington (hereinafter, "Washington") and the North Carolina Department of Insurance Agent Services Division (hereinafter, "Agent Services"), 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, including regulating and licensing surety bail bondsmen; and

WHEREAS, Washington currently holds a surety bail bondsman license issued by the Agent Services on December 20, 2013; and

WHEREAS, Washington is employed and/or associated with DDL Bail Bonds and Consulting (hereinafter, "DDL Bail") in Raleigh, North Carolina, as a surety bail bondsman at all times referenced in this agreement; and

WHEREAS, Washington is appointed as a surety of 1st Atlantic Surety Company at all times referenced in this agreement; and

WHEREAS, on or about May 15, 2014, Agent Services was contacted by consumer Donna Collins by email wherein she alleged that Washington refused to refund all monies paid for the bail bond premium of Defendant Iria Langley; and

WHEREAS, on May 12, 2014, Ms. Collins contacted Washington by phone at DDL Bail for bail bonding services. On that date she paid the \$2250 for the 15% premium of Defendant Langley's \$15,000 bond by debit card over the phone; and

WHEREAS, on the same day of May 12, 2014, after the premium was paid in full, Ms. Collins and Washington determined that Defendant Langley was released from jail without the services of DDL Bail as bail was posted by another source. Neither Ms. Collins nor Washington was aware of this occurrence. At that time, Ms. Collins requested an immediate refund of the \$2250; and

WHEREAS, in her complaint, Ms. Collins stated that she was advised by Washington that there were additional fees assessed for using a bank card and administrative costs in the amount of \$250. On May 14, 2014, Ms. Collins was only refunded \$2000 by Washington instead of the entire \$2250 paid for premium; and

WHEREAS, Washington alleges that Ms. Collins was not charged additional fees in excess of the premium amount and the delay in full payment was due to funds being unavailable in DDL Bail's bank account on May 12, 2014 nor on May 14, 2014; and

WHEREAS, Washington admits, and supporting documentation demonstrate, that Ms. Collins was not immediately refunded all monies paid for premiums at the time requested nor were funds on hand to immediately refund the \$2250 premium paid by Ms. Collins on May 12, 2014 nor on May 14, 2014; and

WHEREAS, on May 16, 2014, Washington attempted to repay Ms. Collins the balance owed of \$250 dollars in a separate transaction. Ms. Collins has confirmed that she was repaid the entire premium amount in full by DDL Bail; and

WHEREAS, N.C. Gen. Stat. §58-71-95(5) provides that bail bondsmen must return all monies received from a principal, or from anyone on behalf of a principal, for indemnity within 72 hours after the final termination of liability on the bond. All collateral security, such as personal property must be returned in the same condition and method received; and

WHEREAS, Washington continued to possess the monies of Ms. Collins more than 72 hours after the contractual relationship ended and any consequence of liability by Washington ; and

WHEREAS, Washington failed to refund all monies of Ms. Collins in the same condition and method received; and

WHEREAS, the violation of N. C. Gen. Stat. §58-71-95(5) provides Agent Services with an adequate basis to initiate an administrative action to suspend or revoke Washington's surety bail bondsman license and to assess a monetary penalty against Washington pursuant to N.C. Gen. Stat §§58-2-70 and 58-71-80(a) (4) and (10) for his failure to comply with applicable bail bonding statutes; and

WHEREAS, the Parties mutually wish to resolve this matter by consent before Agent Services initiates an administrative proceeding concerning these violations.

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

1. Washington shall pay a **civil penalty of two hundred and fifty dollars (\$250.00)**, due immediately upon execution of this agreement by certified bank check. The certified check for payment of this civil penalty shall be 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 State 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 September 16, 2014

2. Washington shall obey all laws and regulations applicable to a licensed surety bail bondsman.

3. Washington enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter.

4. Washington voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violations and disciplinary actions referenced herein. Washington also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.

5. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.

6. The Department agrees that it will not initiate any additional administrative actions based on the violations referenced herein provided that Washington does not violate the terms and conditions of this Agreement. This agreement does not in any way affect the Department’s disciplinary power in any other cases or complaints involving Washington.

7. 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 providing for such disclosure.

8. Washington understands that he may consult with an attorney prior to entering into this Agreement.

9. This written document contains the entire agreement between the Parties.

10. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.

11. 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.

12. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

24th September, 2014

This the ~~16th~~ day of August, 2014.

[Redacted]

Donday D. Washington NPN 17143684

[Redacted]

9-24-14

North Carolina Department of Insurance

By Angela K. Ford
Senior Deputy Commissioner

