

**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  
JAMES R. BISHOP,  
(NPN 15518559)**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME James Robert Bishop ("Bail Bondsman") and the North Carolina Department of Insurance ("Department") and voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement") to resolve outstanding case file number 69220:

WHEREAS, the Department has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing professional and surety bail bondsmen; and

WHEREAS, Bail Bondsman holds a license as a surety bail bondsman issued by the Department; and

WHEREAS, on or about September 6, 2018, Bail Bondsman, together with Roger L. Blevins (NPN 016592681), Jennifer L. Blevins (NPN 0018763963), Jonathan S. Jones (NPN 0018564321), Levi D. Eplin (NPN 0012745653), Randy L. Smith (NPN 0018511554), and Christopher J. Bowman (NPN 0017764374), participated in a coordinated attempt to recover David Anthony Baker that involved a multicar high speed chase through Archdale, North Carolina and High Point, North Carolina, culminating in a single-car accident with injuries at 1701 N.C. Highway 62 West in High Point. Bail bondsmen are not permitted to exceed applicable speed limits when apprehending a principal and must, like any other citizen, follow the motor vehicle laws. Practices that endanger third-parties and the general public in the conduct of the bail bond business are considered to be evidence of incompetence and grounds for licensure suspension, probation, revocation or nonrenewal, pursuant to N.C. Gen. Stat. §§ 58-71-80(a)(5) and 58-71-80(a)(8); and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(5), "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" are grounds for denial, suspension, probation, revocation or nonrenewal of a surety bail bondsman license; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(8), "when in the judgment of the Commissioner, the licensee has in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; or that the licensee

is no longer in good faith carrying on the bail bond business...” are grounds for denial, suspension, probation, revocation or nonrenewal of a surety bail bondsman license; and

WHEREAS, Bail Bondsman committed certain violations of the North Carolina motor vehicle laws, including among other violations, violations of N.C. Gen. Stat. § 20-141 governing speed restrictions, in connection with the September 6, 2018 bail recovery that endangered third-parties and the general public; and,

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(5) and (a)(8) authorize the Commissioner to place on probation, suspend, revoke or refuse to renew Bail Bondsman’s License for demonstrated incompetence in the bail bond business; 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 issued by the Department, or as to any civil penalty or restitution; and

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

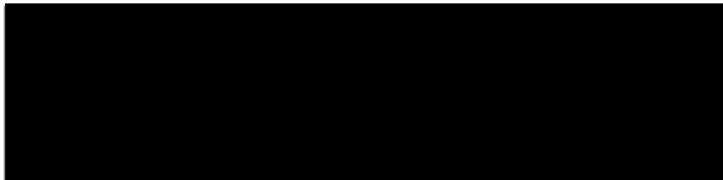
WHEREAS, the Parties have reached a mutually agreeable resolution of these matters as set out in this Agreement.

NOW THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, the Department and Bail Bondsman hereby agree to the following:

1. Immediately upon signing this Agreement, Bail Bondsman shall pay a civil penalty of Five Hundred Dollars and No Cents (\$500.00) to the Department. The form of payment shall be by 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.” The original of this Agreement bearing Bondsman’s signature shall be mailed to the Department (Attention: Jeff Blank, BBRD), so as to be received no later than August 31, 2020. Bondsman shall remit the civil penalty by certified mail, return receipt requested (attention: Jeff Blank, BBRD), to the Department and must be received by the Department no later than August 31, 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 public schools.
2. Bail Bondsman shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Bail Bondsman.
3. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bail Bondsman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Bail Bondsman’s License may be revoked for violating an Order of the Commissioner.

4. Bail Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bail Bondsman's right to have an administrative hearing regarding this matter. Bail Bondsman understands that Bondsman may consult with an attorney prior to entering into this Agreement.
5. This Agreement constitutes a complete settlement of all administrative penalties against Bail Bondsman for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Bail Bondsman or in any other complaints involving Bail Bondsman. In the event that Bail Bondsman fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Bondsman, the Department may take any administrative or legal action it is authorized to take.
6. This Agreement, when finalized, will be a public record and is not confidential. 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. Following the execution of this Agreement, the License issued by the Department to Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
7. Bail Bondsman understands and agrees that if a state or federal regulator other than the Department has issued a permit or license to Bail Bondsman, that regulator may require Bail Bondsman to report this administrative action to it. Bail Bondsman understands and agrees that the Department cannot give Bail Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.
8. This Agreement shall become effective when signed by Bail Bondsman and the Department.

[SIGNATURE PAGE FOLLOWS]



James Robert Bishop

Date: 8-17-2020

NORTH CAROLINA DEPARTMENT OF INSURANCE

By:   
Marty Sumner

Date: 8/28/2020