

#104109

OCT 17 2014

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 )  
JAY BULLARD )  
NATIONAL PRODUCER )  
NUMBER # 17300433 )

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COMES Jay Bullard (hereinafter, "Bullard") 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, Bullard was issued a surety bail bondsman license by the Department on June 21, 2014 for the 2013-2014 licensing year. The license was to expire on June 30, 2014 and would require renewal for the 2014-2015 year by July 1, 2014; and

WHEREAS, pursuant to N.C. Gen. Stat. §58-71-75, in even-numbered years, licensed bail bondsmen are required to complete an annual licensure renewal on July 1 by payment of the renewal fee and submission of the renewal application. Specifically, renewal applications should be submitted "not less than 30 days prior to the expirations of the current license"; and

WHEREAS, Bullard was required to submit a renewal application and fee for the 2014-2015 licensing year on or before May 30, 2014 for authorization to act in the capacity of a surety bail bondsman in North Carolina; and

WHEREAS, Bullard did not submit his renewal fees and application prior to May 30, 2014. Bullard's application was not submitted until on or about August 26, 2014; and

WHEREAS, Bullard's failure to submit a timely renewal application resulted in his surety bail bondman license lapsing on or about July 1, 2013; and

WHEREAS, Bullard operated without authorization to carry on bail bonding activities in

this State from July 1, 2013 until his license was renewed on or about August 26, 2013 in violation of N.C. Gen. Stat. §58-71-40; and

**WHEREAS**, Bullard admits his failure to submit the renewal application in a timely manner; and

**WHEREAS**, the actions of Bullard 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 Bullard's 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 Bullard hereby agree to and waive any objections to the following:


1. **Bullard shall pay a civil penalty in the amount of seven hundred and fifty dollars (\$750.00), due immediately upon execution of this agreement.** The payment of this civil penalty shall be by certified bank check, cashier's check or money order 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 October 12, 2014.**
2. Bullard shall obey all North Carolina laws and regulations applicable to a licensed surety bail bondsman.
3. Bullard enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Bullard voluntarily waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Bullard also waives any right to appeal and agrees not to challenge the validity of this Agreement in anyway.
5. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Bullard.
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 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 <sup>20<sup>th</sup></sup>~~10~~ day of ~~Oct~~, 2014.

Jay Bullard (License #17300433)

  
Senior Deputy Commissioner  
North Carolina Department of Insurance

  
Angela Ford

10-20-14