

[REDACTED]  
**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 LICENSE  
RENEWAL OF TRENT LAMONT  
COUSAR  
License Number: 10011203**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Trent Lamont Cousar (hereinafter "Mr. Cousar") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

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

**WHEREAS**, Mr. Cousar is a surety bail bondsman and currently holds a resident surety bail bondsman license issued by the Department; and

**WHEREAS**, North Carolina General Statute § 58-71-40(a) provides that no person shall act in the capacity of a professional bondsman, surety bondsman or runner or perform any of the functions, duties, or powers prescribed for professional bondsmen, surety bondsmen, or runners, unless that person is qualified and licensed under Article 71, Chapter 58 of the North Carolina General Statutes.

**WHEREAS**, North Carolina General Statute § 58-71-75(a) provides that the license of a bail bondsman shall be renewed on July 1 of each year upon payment of the applicable annual renewal fee; and

**WHEREAS**, Mr. Cousar violated North Carolina General Statute § 58-71-75(a) by failing to timely apply for his license renewal; and

**WHEREAS**, Mr. Cousar acknowledged and admitted to this failure to timely renew his license; and

**WHEREAS**, Mr. Cousar has agreed to settle, compromise, and resolve the matter of the late renewal referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Cousar; and

**WHEREAS**, pursuant to North Carolina General Statute §58-2-70(g) the Department has the express authority to negotiate a settlement and the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates further action, and have reached 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

**WHEREAS**, the parties to this Agreement have reached a mutually agreeable resolution of this matter as set out in this Agreement.


**NOW, THEREFORE**, in exchange for the consideration and promises and agreements set out herein, Mr. Cousar and the Department hereby agree to the following:

1. Immediately upon the signing of this Agreement, Mr. Cousar shall pay a civil penalty of **\$750.00** 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.” Mr. Cousar shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **November 6, 2016**. 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. This Agreement does not in any way affect the Department’s disciplinary power in any future examination of Mr. Cousar or in any other complaints involving Mr. Cousar.
3. Mr. Cousar enters into this Agreement, freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. Mr. Cousar understands it may consult with an attorney prior to entering into this Agreement.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner of Insurance. Mr. Cousar understands that North Carolina General Statute § 58-71-80(a)(7) provides that the Commissioner may deny, place on probation, suspend, revoke or refuse to review any license for failure to comply with any order, subpoena, rule or regulation of the Commissioner.
5. This Agreement, when finalized, will be a public record and will **not** be held confidential by the Department. Following the execution of this Agreement, any and all permits issued by the Department to Mr. Cousar shall reflect that Regulatory Action has been taken against him. 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. The Department routinely provides copies of voluntary settlement agreement to all companies that have appointed the licensee.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

7. This agreement shall become effective when signed and attested to by Mr. Cousar and the Department.

Licensee

N.C. Department of Insurance



Trent Lamont Cousar  
License No. 10011203

Date: 10-6-16

By: 

Angela Ford  
Senior Deputy Commissioner

Date: 10-11-16