

# 114413

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FEB 14 2019  
CHECK NO. [REDACTED]  
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STATE OF NORTH CAROLINA  
COUNTY OF WAKE

NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

FEB 14 2019  
BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF )  
THE LICENSURE OF )  
JOSHUA JONES )  
NATIONAL PRODUCER # 9017220 )

VOLUNTARY SETTLEMENT  
AGREEMENT

NOW COMES Joshua Jones (hereinafter, "Jones") and the Agent Services Division of the North Carolina Department of Insurance (hereinafter, "Agent Services"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter, "Agreement"):

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

WHEREAS, Jones currently holds an active license as a professional bail bondsman; and

WHEREAS, as a professional bail bondsman, Jones is required to submit accurate bail bond monthly reports that demonstrate his undertakings to the North Carolina Department of Insurance pursuant to N.C. Gen. Stat. §58-71-165(a); and

WHEREAS, N.C. Gen. Stat. §58-71-165(a) provides that "Each professional shall file with the Commissioner a written report . . . regarding all bail bonds on which the bondsman is liable as of the first day of each month . . . ; and

WHEREAS, a review of the monthly reports filed by Jones from January 2012 to December 2017, along with bail bond records and court filings, demonstrate that 158 bail bonds written by Jones were not contained or referenced in his monthly reports submitted to the Department during this period; and

WHEREAS, Jones failed to create and maintain accurate monthly reports; and

WHEREAS, N.C. Gen. Stat. §58-71-80(a)(5) provides that the Commissioner may deny, place on probation, suspend revoke or refuse to renew any license issued for "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;" and

**WHEREAS**, N.C. Gen. Stat. §58-71-80(7) provides that the Commissioner may deny, place on probation, suspend revoke or refuse to renew any license issued for “failure to comply with or violation of the provisions of this Article or of any order, subpoena, rule or regulation of the Commissioner or person with similar regulatory authority in another jurisdiction; and

**WHEREAS**, N.C. Gen. Stat. §58-71- 80(a) (8) provides that the Commissioner may deny, place on probation, suspend revoke or refuse to renew any license issued for “[w]hen 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;” and

**WHEREAS**, Jones has admitted that he failed to provide submit accurate monthly reports for the period referenced herein. Jones has indicated to Agent Services that he has made changes in the operation of his professional bail bonding business to ensure accuracy of his monthly reporting and also the security and accounting of the powers issued to him by the Department; 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, Agent Services and Jones hereby agree to and waive any objections to the following:

1. Jones shall pay a civil penalty in the amount five thousand one hundred and fifty dollars (\$5,150.00), 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 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 February 15, 2019.**
2. Jones shall obey all North Carolina laws and regulations applicable to a professional bail bondsman.
3. Jones enters into this Agreement freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter.
4. Jones waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. Jones also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
5. This agreement does not in any way affect the Department’s disciplinary power in any other cases or complaints involving Jones.

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.

**Joshua Jones**

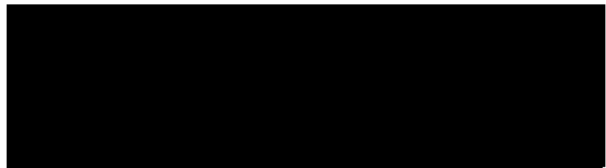


Joshua Jones

Date:

2/4/19.

**For the North Carolina Department of Insurance:**



Angela Hatchell, Deputy Commissioner

Date:

2/18/19