

**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
BOBBY R. LONG,
(NPN 10007768)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Bobby R. Long ("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 no. 61056:

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 June 1, 2018, Bail Bondsman, together with Edward L. Haley (NPN 16099105) and Gregory L. Jackson (NPN 18751622) travelled to Sherwood Elementary School in Gastonia, N.C. in an attempt to recover Brittany Michelle Brice. Bail Bondsman, Mr. Haley, and Mr. Jackson approached a woman that they misidentified as Ms. Brice in the parking lot following an elementary school graduation ceremony. Bail Bondsman, Mr. Haley, and Mr. Jackson asked the woman to produce identification to prove that she was not Ms. Brice. The woman and her family members allege that Bail Bondsman, Mr. Haley, and Mr. Jackson were abusive; accused the woman of lying to them, failed to identify themselves, and did not display any type of identification to show that they were licensed bondsmen. Such coercive and untrustworthy practices in the conduct of business are 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, Bail Bondsman's Affidavit on Ms. Brice's January 24, 2018 Appearance Bond for Pretrial Release incorrectly states that Bail Bondsman had been "promised a premium in the amount shown below, which is due on the date shown below," when in fact Mr. Long had already received a \$600.00 payment from Ms. Brice. Bail Bondsman's Affidavit further fails to disclose that Bail Bondsman had been provided an Indemnity Agreement in connection with the bond. Such false affidavit statements violate N.C. Gen. Stat. § 58-71-140(d)(1) and (3); and

WHEREAS, Bail Bondsman's Affidavit on Brice's April 28, 2018 Appearance Bond for Pretrial Release fails to disclose that Bail Bondsman had been provided an Indemnity Agreement

in connection with the bond. Such false affidavit statements violate N.C. Gen. Stat. § 58-71-140(d)(1); and

WHEREAS, Bail Bondsman failed to maintain copies of the completed Memorandum of Agreement relating to the January 24, 2018 Appearance Bond for Pretrial Release, any receipt given to Brice for the \$600.00 payment provided in connection with the January 24, 2018 Appearance Bond for Pretrial Release, and any receipt given to Brice for the \$430.00 payment provided in connection with the April 28, 2018 Appearance Bond for Pretrial Release, as required by N.C. Gen. Stat. §§ 58-71-167(a) and 58-71-168; and

WHEREAS, Bail Bondsman did not maintain copies of all receipts issued to Ms. Brice, as required by 11 N.C. Admin. Code 13 .0515; and

WHEREAS, Bail Bondsman provided the Department with a notarized statement on July 2, 2019 indicating that Bail Bondsman had produced his "complete file on Brittany Brice," Bail Bondsman subsequently produced additional previously-requested documents to the Department. As required by N.C. Gen. Stat. § 58-71-170, such records are required to be furnished upon demand for examination; 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)(7), "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" 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, N.C. Gen. Stat. § 58-71-140(d) requires that bail bondsmen file an Affidavit of Surety with the court for every bail bond they execute and N.C. Gen. Stat. §§ 58-71-140(d)(1) through (d)(3) require, respectively, that this Affidavit of Surety state whether the bondsman has been promised or received any collateral, security, or premium for executing the bond, identify the amount of the premium promised and the due date and the amount of premium received; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-168, "[a]ll records related to executing bail bonds, including bail bond registers, monthly reports, receipts, collateral security agreements, and memoranda of agreements, shall be kept separate from records of any other business and must be maintained for not less than three years after the final entry has been made;" and,

WHEREAS, N.C. Gen. Stat. § 58-71-170 empowers the Commissioner “to examine or cause to be examined all records of the licensee that relate to the licensee’s business;” and

WHEREAS, pursuant to 11 N.C. Admin. Code 13 .0515, “whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant. Copies of all receipts issued shall be kept by the bail bondsman. All receipts issued must: (1) be prenumbered by the printer and used and filed in consecutive numerical order, (2) show the name and address of the bail bondsman, (3) show the amount and date paid, (4) show the name of the person accepting payment, (5) show the total amount of the bond for which the fee is being charged and the name of the defendant;” and,

WHEREAS, Bail Bondsman committed certain violations of N.C. Gen. Stat. §§ 58-71-140(d)(1)-(3); 58-71-167(a); 58-71-168; 58-71-170; and 11 N.C. Admin. Code 13 .0515 in connection with the attempted June 1, 2018 attempted surrender, the January 24, 2018 and April 28, 2018 appearance bonds, Bail Bondsman’s record-keeping practices, and Bail Bondsman’s response to the Department’s investigative requests; and,

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(5), (a)(7), and (a)(8) authorize the Commissioner to place on probation, suspend, revoke or refuse to renew Bail Bondsman’s License for engaging in coercive and untrustworthy business practices or failing to comply with or violating the provisions of Article 71 of N.C. Gen Ch. 58 and Title 11 of the North Carolina Administrative Code, including N.C. Gen. Stat. §§ 58-71-140(d); 58-71-167(a); 58-71-168; 58-71-170; and, Administrative Code 11 NCAC 13 .0515; 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 , Bondsman shall pay a civil penalty of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) 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: Steve Bryant, BBRD), so as to be received no later than August 14, 2020. Bondsman shall remit the civil penalty by certified mail,

return receipt requested (attention: Steve Bryant, BBRD), to the Department and must be received by the Department no later than August 14, 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. Bondsman shall complete pre-licensing education in lieu of continuing education on or before August 31, 2020.
3. 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 Bondsman.
4. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bondsman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Bondsman's License may be revoked for violating an Order of the Commissioner.
5. Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bondsman's right to have an administrative hearing regarding this matter. Bondsman understands that Bondsman may consult with an attorney prior to entering into this Agreement.
6. This Agreement constitutes a complete settlement of all administrative penalties against 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 Bondsman or in any other complaints involving Bondsman. In the event that 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.
7. 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 Bondsman shall reflect that Regulatory Action has been taken against Bondsman. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
8. Bondsman understands and agrees that if a state or federal regulator other than the Department has issued a permit or license to Bondsman, that regulator may require Bondsman to report this administrative action to it. Bondsman understands and agrees that the Department cannot give Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.
9. This Agreement shall become effective when signed by Bondsman and the Department.

[REDACTED]
Bobby R. Long

Date: 8-5-20

NORTH CAROLINA DEPARTMENT OF INSURANCE

By:

[REDACTED]
Marty Sumner

Date: 8/17/20