

**NORTH CAROLINA DEPARTMENT  
OF INSURANCE  
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA  
BEFORE THE COMMISSIONER  
COUNTY OF WAKE  
OF INSURANCE**

**IN THE MATTER OF THE  
LICENSURE VOLUNTARY  
SETTLEMENT  
OF JEFFREY R. TUCKEY  
AGREEMENT  
LICENSE NO. 0019014596**

**NOW COME**, Jeffrey R. Tuckey (hereinafter "Mr. Tuckey") 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 the enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

**WHEREAS**, Mr. Tuckey holds an active license as a bail bond runner issued by the Department; and

**WHEREAS**, Mr. Tuckey bonded out Thomas A. Pruitt on December 14, 2019 out of Burke County Correctional Facility in Morganton, NC on a \$1,000 secured bond for Misdemeanor Assault and Battery,

Misdemeanor Communicating Threats and Misdemeanor Injury to Real Property (19CR53224); Mr. John B. Summey co-signed for Mr. Pruitt and paid the \$150.00 bond premium and completed all applicable paperwork; and

**WHEREAS**, with respect to the bond written on Mr. Pruitt, Mr. Tuckey did not complete the reverse side of the form provided by the Administrative Office of the Courts (Form AOC-CR-201 or its successor) entitled "Appearance Bond for Pretrial Release" (ABPR) with respect to the value of the collateral, a violation of NC Gen. Stat. § 58-71-140 (d), and thereby released Mr. Summey as the indemnitor from any responsibility with respect to the bond written on Mr. Pruitt in the event of forfeiture; and

**WHEREAS**, there were other discrepancies with respect to the completion of the ABPR such as the lack of witnesses to signatures thereon, and failure to check Box # 4 on the reverse of the form with respect as to the fact that there was collateral security in the form of an indemnity agreement on the part of Mr. Summey (11 NCAC 13 .0512(h)) ; and the receipt given to Mr. Summey for payment of the bond premium did not comply with the requirements of 11 NCAC 13.0515 in that it did not contain the address of the bondsman thereon; and

**WHEREAS**, Mr. Tuckey bonded Mr. Summey on January 03, 2020 on a \$5,000.00 secured bond for Misdemeanor Assault on a Government Official/Employee (19CR53364), for which Mr. Summey paid a \$500.00 bond premium and for which Mr. Pruitt co-signed and completed all applicable paperwork; and

**WHEREAS**, Mr. Tuckey took custody of Mr. Summey at Mr. Summey's home, and surrendered him to the court without a showing of proof that Mr. Summey was going to flee the jurisdiction, or a showing of the existence of any of the conditions for surrender set forth in NC Gen. Stat. § 58-71-20; and

**WHEREAS**, NC Gen. Stat. § 58-71-80(a)(8) provides that Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes 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; and

**WHEREAS**, pursuant to N.C. Gen. Stat. § 58-71-80(a) (7), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes for failure to comply with or violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes or of any order, rule or regulation of the Commissioner; and

**WHEREAS**, Mr. Tuckey admits to the violations set out herein; and

**WHEREAS**, in lieu of an administrative hearing on the matters stated herein, Mr. Tuckey has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or

restitution based on these matters against Mr. Tuckey; and

**WHEREAS**, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance 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 or certificate or as to any civil penalty or restitution; and

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

1. Immediately upon his signing of this document, Mr. Tuckey shall pay a **civil penalty of \$2,100.00** to the Department. The form of payment shall be in a 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. Tuckey shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Tuckey. The civil penalty and the signed Agreement must be received by the Department no later than **April 13, 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 the public schools.

2. Mr. Tuckey has agreed to return the \$500.00 premium paid by Mr. Summey for the bond written on Mr. Summey within 72 hours of February 11, 2020, the date of the conference held regarding the statutory violations alleged in the Department's February 04, 2020 communication to Mr. Tuckey; in addition, Mr. Tuckey has agreed to confirm in writing to Mr. Summey that he is released from the indemnity agreement that he signed with respect to his bond; and
3. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Tuckey will be required to comply with the provisions of N.C. Gen. Statute § 58-71-71(a) and retake and complete at least 12 hours of education as provided by an approved provider in subjects pertinent to the duties and responsibilities of a bail bondsman including all laws and regulations related to being a bail bondsman, to be completed by **April 13, 2020**, which is sixty (60) days from the date of the conference (February 11, 2020) held with the Department, and submit documented verification of such completion to the Department. This does not relieve Mr. Tuckey of the obligations for continuing education set forth in N.C. Gen. Statute § 58-71-71(b).
4. Mr. Tuckey enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Tuckey understands that he may consult with an attorney prior to entering into this Agreement.
5. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Tuckey, or in any other cases or complaints involving Mr. Tuckey.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Tuckey understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bondsman's license may be revoked for violating an Order of the Commissioner.
7. This Voluntary Settlement 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 to third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

Date: 4/9/2020  
Date: 4/9/2020

8. This Settlement Agreement shall become effective when signed by Mr. Tuckey and the Department.

**N. C. Department of Insurance**

[Redacted Signature]

Jeffrey Tuckey

By: **Jeffrey R. Tuckey**

By: **Marty Sumner**

License No. **0019014596**

Senior Deputy Commissioner

[Redacted Signature]

Date 4/23/2020