

**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  
BRYICE A. WARD  
(NPN 16144877)**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME** Bryce A. Ward (hereinafter “Bail Bondsman”) and the North Carolina Department of Insurance (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 regulating and licensing professional bail bondsmen, surety bail bondsmen, and bail bond runners; and

WHEREAS, Bail Bondsman currently holds a license as a professional bail bondsman and as a surety bail bondsman issued by the Department; and

WHEREAS, on May 25, 2012, Bail Bondsman entered into a Voluntary Settlement Agreement (hereinafter “VSA”), that is not related to this matter, which was signed by the Department and adopted as an order of the Commissioner, where Bail Bondsman agreed to “obey all law and regulations applicable to all licenses issued to him;” and

WHEREAS, on or around June 4, 2018, Bail Bondsman was contacted by the spouse of criminal defendant Jia Liu about writing a \$250,000.00 bail bond in her case; and

WHEREAS, because the amount of this bail bond exceeded Bail Bondsman’s combined professional and surety bond authority, on or around June 5, 2018, Bail Bondsman contacted a disqualified unlicensed bondsman, Donday Washington, for assistance in writing this bail bond; and

WHEREAS, on or around June 5, 2018, Bail Bondsman met with the spouse of criminal defendant Jia Liu to execute a bail bond application, memorandum of agreement, and to issue a receipt in the amount of \$15,000.00 as a bond premium without having first collected the \$15,000.00; and

WHEREAS, on or around June, 5, 2018, Bail Bondsman then collected multiple Bond Powers of Attorney from Donday Washington that were written under the name of another bail bondsman, Sean Alston, and through a surety company that Bail Bondsman himself was not appointed to write bail bonds for; and

WHEREAS, the bond powers of attorney that Bail Bondsman obtained from Donday Washington were counterfeit and also carried the forged signatures of Sean Alston, the Bail Bondsman whose name appeared on the documents; and

WHEREAS, Bail Bondsman agreed to split the \$15,000.00 bond premium that was to receive from the spouse of criminal defendant, Jia Liu, with Donday Washington and a third party that he alleges was unknown to him; and

WHEREAS, Bail Bondsman made no efforts to verify the validity of these document or of the signatures of the bail bondsman whose name appeared on these documents; and

WHEREAS, prior to delivering the bond powers of attorney and accompanying bond documentation to the Wake County Sheriff's Office, Bail Bondsman first met the spouse of criminal defendant, Jia Liu, to collect the \$15,000.00 bond premium; and

WHEREAS, the documents that accompanied the bond powers of attorney contained corrected entries that were initialed with the initials "SA" and appear to have been made to the documents at some time after they were first executed; and

WHEREAS, the standard language of a bond power to attorney, also contained on these bond powers of attorney, prohibits the use of one bond power attorney with another from the same company; and

WHEREAS, on or around June 5, 2018, Bail Bondsman delivered counterfeit bond powers of attorney in the amount of \$150,000.00 and \$100,000.00 to the Wake County Sheriff's Office in an effort to post bail for Jia Liu and to secure her release from the custody of the Wake County Sheriff; and

WHEREAS, after delivering this counterfeit bond power of attorney to the Wake County Sheriff's Office, Bail Bondsman was contacted by the Wake County Sheriff's Office and notified that the bond powers of attorney were not in fact signed by Sean Alston and that Jia Liu would not be released on bond; and

WHEREAS, after learning that Jia Liu would not be released on this bond power of attorney, Bail Bondsman refunded the full premium to her spouse; and

WHEREAS, on January 31, 2018, Bail Bondsman issued a Bond Power of Attorney and signed an Appearance Bond for Pretrial release for criminal defendant Jonathan Luke Smith in the amount of \$2,000.00; and

WHEREAS, in connection with this Bond, Bail Bondsman collected \$300 as a bond premium and \$800 as collateral from the criminal defendant's mother, Jamillah Smith. The Affidavit portion of the Appearance Bond for Pretrial Release does not identify the premium or the collateral received; and

WHEREAS, Bail Bondsman did issue a receipt for this collateral but did not deposit it

into a separate noninterest bearing account; and

WHEREAS, Bail Bondsman subsequently deposited \$1,500.00 into a noninterest bearing bank account on September , which sum he intended to account for the \$800.00 collected as collateral and \$700.00 of his own funds; and

WHEREAS, N.C. Gen. Stat. § 58-71-82 provides that a professional bondsman's license and a surety bondsman's license are considered once license for the purpose of disciplinary actions under N.C.G.S. Chapter 58; and

WHEREAS, N.C. Gen. Stat. § 58-71-100 provides that collateral security received by the bondsman shall be held and maintained in trust, and that when cash is received it must be deposited within two business days into an established separate noninterest bearing trust account that does not contain other operating funds of the bondsman; and

WHEREAS, Bail Bondsman violated § 58-71-100 when he did not deposit the cash collateral he received into an appropriate trust account within two days. Bail Bondsman further violated this statute when he deposited funds he meant to account for the cash collateral he previously received into a noninterest bearing trust account that also contained his separate operating funds; and

WHEREAS, NCAC 13.0512 provides that a bail bondsman who receives collateral security for a bond hold such collateral security in trust; and

WHEREAS, Bail Bondsman violated NCAC 13.0512 when he did not deposit, or otherwise hold, the cash collateral he received in trust; and

WHEREAS, Bail Bondsman previously entered into a Voluntary Settlement Agreement which operated as an order of the Commissioner and contained a provision that he agreed to not accept any further cash collateral in the transaction of his surety bail bond business; and

WHEREAS, N.C. Gen. Stat. § 58-71-140(d)(3) provides that a Bondsman shall file with the Clerk of Court an affidavit on a form that includes the amount of any premium received from for a bond; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-140(d)(3) when he failed to include the amount of bond premium he received on the affidavit portion of the Appearance Bond For Pretrial Release that was completed for Jonathan Luke Smith; and

WHEREAS, N.C. Gen. Stat. § 58-71-140(d)(4) provides that a Bondsman shall file with the Clerk of Court an affidavit on a form that includes the name of the person from whom collateral security is received and the amount of the collateral security listed in detail; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-140(d)(4) when he failed to include the required information on the affidavit filed with the Clerk of Court relating to the \$800.00 in cash that he took as collateral at the time of executing the bond; and



WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(5) for fraudulent, coercive, or dishonest practices in the conduct of business by working with a person disqualified under bail bonds laws to produce counterfeit bond powers of attorney with the forged signatures of another bail bondsman, and to then attempt to present them as valid to a law enforcement agency for the purposes of obtaining bond premiums and securing the release of a criminal defendant; and

WHEREAS, Bail Bondsman previously entered into a Voluntary Settlement Agreement which operated as an order of the Commissioner and contained a provision that he agreed to obey all laws and regulations related to his licenses; and

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(7) for failure to comply with the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes and an Order of the Commissioner; and

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(8) for conduct that demonstrates incompetency, financial irresponsibility, or untrustworthiness for failing to correctly complete required court forms showing bond premiums and collateral received and for failing to timely deposit collateral into a separate noninterest bearing trust not comingled with personal operating funds; and

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(8) for offering to divide the premiums received for a bond as evidenced by Bail Bondsman's agreement to split bond premiums that were to be received for a bond with a disqualified individual and an unknown third party; and

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(13) for entering into an agreement with a person who has been disqualified under the bail bond laws of this state which is evidenced by Bail Bondsman's agreement with Donday Washington to procure bond powers of attorney which proved to be counterfeit and which bore the forged signature of a bondsman, and also in agreeing to split bond premiums received between them; and

WHEREAS, Bail Bondsman's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(14b) for the foregoing violations of laws governing bail bonding or insurance of this State; 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 issued by the Department, or as to any civil penalty or restitution; and

WHEREAS, the parties to this Agreement desire to resolve this matter by agreement to avoid an administrative hearing regarding this matter; 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, and in consideration of the promises and agreements set out herein, the Department and Bail Bondsman hereby agree to the following:

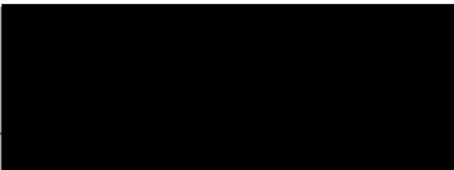
1. Consistent with N.C. Gen. Stat. § 58-2-65, Bail Bondsman agrees to surrender, and the Department agrees to accept the surrender of, his professional and surety bail bondsman licenses for a minimum period of 5 years from the date of the execution of this agreement. In surrendering these licenses for the minimum period of 5 years, Bondsman agrees to the following terms:

- a. Bail Bondsman shall not write any additional bonds after February 13, 2019.
- b. Bail Bondsman shall return any unused seals to the Department by the close of business on March 29 2019.
- c. Bail Bondsman is permitted to retain his professional and surety bail bondsman licenses for the time period necessary, which will not exceed 120 days, to transfer any of his bonds outstanding as of February 13, 2019 pursuant to N.C. Gen. Stat. § 58-71-122 or other applicable law governing bail bondsmen, and to wind down and close any financial interest he has in the bail bond business all within 120 days of the entry of this Agreement.
- d. Respondent shall continue to send monthly reports to the Department each month by the 15<sup>th</sup> day of the month of all outstanding liability as of the 1<sup>st</sup> day of the month until those bonds are transferred to another bondsman or otherwise transferred in accordance Chapter 58 of the NC General Statutes.
- e. Bail Bondsman shall have no financial interest, directly or indirectly in the bail bond business.
- f. Bail Bondsman will be considered permanently disqualified under the bail bond laws of this State as provided for in N.C.G.S. Chapter 58 Article 71.
- g. Bail Bondsman will surrender his professional and surety bondsman licenses to the Department after completely transferring or otherwise terminating his existing bail bond and bail bond business obligations, or within 120 days of the entry of this agreement, whichever occurs first.
- h. Upon the surrender of Bail Bondsman's professional and surety bondsman licenses, he shall also return all identification cards that have been issued to him pursuant to N.C. Gen. Stat. §58-71-40(d).

2. Bail Bondsman acknowledges that he has returned the collateral that he collected from Jamillah Smith on a bond relating to Jonathan L. Smith, an amount of \$800.00. Personnel with the Department have verified that the individual has received these funds.



3. Bail Bondsman acknowledges that he may not request re-licensure from the Department during the above-stated period of license surrender and that submitting an application for re-licensure after the surrender period has expired does not guarantee reissuance of the licenses surrendered.
4. Bail Bondsman shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to Bail Bondsman while he remains actively licensed.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bail Bondsman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Bail Bondsman's license may be revoked for violating an Order of the Commissioner.
6. Bail Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bail Bondsman's right to have an administrative hearing regarding this matter. Bail Bondsman understands that Bail Bondsman may consult with an attorney prior to entering into this Agreement.
7. This Voluntary Settlement Agreement constitutes a complete settlement of all administrative penalties against Bail Bondsman for the acts, policies or practices expressly addressed in this Voluntary Settlement 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 Bail Bondsman, or in any other complaints involving Bail Bondsman. In the event that Bail Bondsman fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Bail Bondsman, the Department may take any administrative or legal action it is authorized to take.
8. This Agreement, when finalized, will be a public record and is not confidential. 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. Following the execution of this Agreement, any and all licenses issued by the Department to Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman.
9. Bail Bondsman understands and agrees that if a state or federal regulator other than the Department has issued a permit or license to Bail Bondsman, that regulator may require Bail Bondsman to report this administrative action to it. Bail Bondsman understands and agrees that the Department cannot give Bail Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.
10. This Agreement shall become effective when signed by Bail Bondsman and the Department.

By:   
Bryce Audrey Ward

Date: 4-14-19



~~Alton Williams~~  
Attorney for Bryce A. Ward 

North Carolina Department of Insurance

By:   
Marty Sumner  
Senior Deputy Commissioner

Date: 4-29-19