

**NORTH CAROLINA BBRD OF INSURANCE
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF JACOB ALFRED KURTIS BETHEA**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Mr. Jacob Alfred Kurtis Bethea (hereinafter "Mr. Bethea") and the Bail Bond Regulatory Division of the North Carolina Department of Insurance (hereinafter "BBRD"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement"):

WHEREAS, the BBRD has the authority and responsibility for regulating and licensing bail bondsmen; 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, N.C. Gen. Stat. § 58-71-40 (a) and (b) provide that no person shall act in the capacity of a surety bondsman unless qualified and licensed, and the Commissioner may propound any reasonable interrogatories about the applicant's qualifications and any other matters the Commissioner considers necessary to protect the public and ascertain the qualifications of the applicant and conduct a reasonable inquiry or investigation relative to the determination of the applicant's fitness to be licensed or to continue to be licensed; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a) (3) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew a license for a material misstatement, misrepresentation, or fraud in obtaining the license; and

WHEREAS, Mr. Bethea applied for a surety bail bond license on September 18, 2023; and

WHEREAS, Mr. Bethea answered "No" to "Supplemental Questions for All Licensure Applications (new or Renewal) form screening Question 1 a. (*Have you ever been convicted of any crime or offense other than a motor vehicle infraction, including any prayer for judgment "PJC" which has not been previously reported to DOI?*)"; and

WHEREAS, that on or about May 27, 2009, Mr. Bethea pled guilty to one count of (M) Noise Ordinance Violation (Orange County, NC, File No. 09CR1989) and was placed on community punishment; and

WHEREAS, that on or about March 09,2010, Mr. Bethea pled guilty to one count of (M) Second Degree Trespass (Orange County, NC, File No. 09CR54109) and was granted a prayer for judgment continuance (PJC); and

WHEREAS, that on or about April 19,2012, Mr. Bethea rendered a verdict of guilty to one count of (T) Allow Unlicensed to Drive (Cabarrus County, NC, File No. 11CR715121) and was placed on unsupervised probation for one (1) year; and

WHEREAS, that on or about December 20,2016, Mr. Bethea pled guilty to one count of (T) Speeding (Person County, NC, File No. 16CR702256) and was granted a prayer for judgment continuance (PJC); and

WHEREAS, that on or about November 04,2021, Mr. Bethea pled guilty to lesser to one count of (M) Attempted Unlawfully Operate a Business (Orange County, NC, File No. 20CR52604) and was granted a prayer of judgment continuance (PJC); and

WHEREAS, Mr. Bethea's misstatement on his application for licensure as a surety bail bondsman was in violation of the provisions of N.C. Gen. Stat. § 58-71-80(a) (3) and was the basis for denial of Mr. Bethea's application to be licensed as a surety bail bondsman on January 24,2024; and

WHEREAS, Mr. Bethea on March 01,2024 accepted an offer to execute a Voluntary Settlement Agreement in which he agreed to pay a fine in the amount of \$500.00 as a condition to being licensed as a surety bail bondsman; and

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

1. Immediately upon his signing of this document, Mr. Bethea shall pay a **civil penalty of \$500.00** to the BBRD. The form of payment shall be in the form of 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 BBRD of Insurance." Mr. Bethea shall send the civil penalty by certified mail, return receipt requested, to the BBRD simultaneously with the return of this Agreement, signed by Mr. Bethea. The civil penalty and the signed Agreement must be received by the BBRD no later than **April 19,2024**. 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. The BBRD has reconsidered its denial of Mr. Bethea's application for licensure as a surety bail bondsman and **will authorize Mr. Bethea to take the surety bondsman's examination** upon receipt of Mr. Bethea's execution of this Voluntary Settlement Agreement and return to the BBRD accompanied with payment of the civil penalty set forth above in the amount of \$500.00; and

3. Mr. Bethea shall obey all laws and regulations applicable to all licenses issued to him.
4. Mr. Bethea enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Bethea understands that he may consult with an attorney prior to entering into this Agreement.
5. This Agreement does not in any way affect the BBRD's disciplinary power in any future follow-up examinations of Mr. Bethea, or in any other cases or complaints involving Mr. Bethea.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Bethea 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. All licenses issued by the BBRD to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The BBRD 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 BBRD routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
8. This Settlement Agreement shall become effective when signed by Mr. Bethea and the BBRD.

**N.C. Department of Insurance
Bail Bond Regulatory Division**

[Redacted Signature]

By: **Jacob A. K. Bethea**
Applicant

[Redacted Signature]

By: **Marty Summer**
Senior Deputy Commissioner

Date: March 19, 2024

Date: 3/20/2024