

**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
JAY BULLARD
(NPN 17300433)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME **JAY BULLARD** (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 bail bondsman issued by the Department; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(8) requires that a bail bondsman refrain from demonstrating incompetency, financial irresponsibility, untrustworthiness, or a lack of good faith in carrying on the bail bonding business;

WHEREAS, N.C. Gen. Stat. §58-71-167 requires that any modifications of a memorandum of agreement between a defendant and a bail bondsman be in writing, signed and dated;

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §§58-71-80(a)(8) and 58-71-167 in a matter involving the bond of James Hale, Jr. in which premium payments were completely paid by Edna Fairley, the mother of the defendant, under a Memorandum of Agreement which was modified without being reduced to writing and signed by Ms. Fairley, altered a receipt which resulted in a \$40.00 overpayment by Ms. Fairley, and the premium overpayment was not promptly returned leaving a balance owed by Bail Bondsman of \$40.00 to Ms. Fairley;

WHEREAS, Bail Bondsman's violations of N.C. Gen. Stat. §§58-71-80(a)(8) and 58-71-167 subjects bail Bondsman's license to possible revocation or suspension under N. C. Gen. Stat. §§58-71-80 based on Bail Bondsman's violations of Article 71 of Chapter 58 of the North Carolina General Statutes; 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 mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning 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. Immediately upon signing this agreement, Bail Bondsman shall pay a civil penalty of **Five Hundred Dollars (\$500.00)** to the Department. The form of payment shall be 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." Bail Bondsman shall remit the civil penalty by certified mail, return receipt requested, to the Department along with the original of this Agreement bearing the signature of Bail Bondsman. The civil penalty and the signed Agreement must be received by the Department no later than _____, 2016. 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. Immediately upon signing this agreement, Bail Bondsman shall pay a refund of premium in the amount of \$40.00 to Edna Fairley.

3. 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.

4. 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.

5. 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.

6. This Agreement does not in any way affect the Department's disciplinary power in any future examinations 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

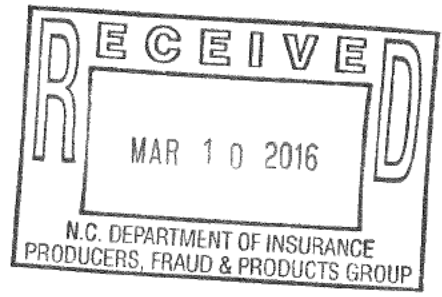
with the laws and rules applicable to Bail Bondsman, the Department may take any administrative or legal action it is authorized to take.

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 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.

8. This Agreement shall become effective when signed by Bail Bondsman and the Department.

[Redacted]
[Redacted]
Jay Bullard

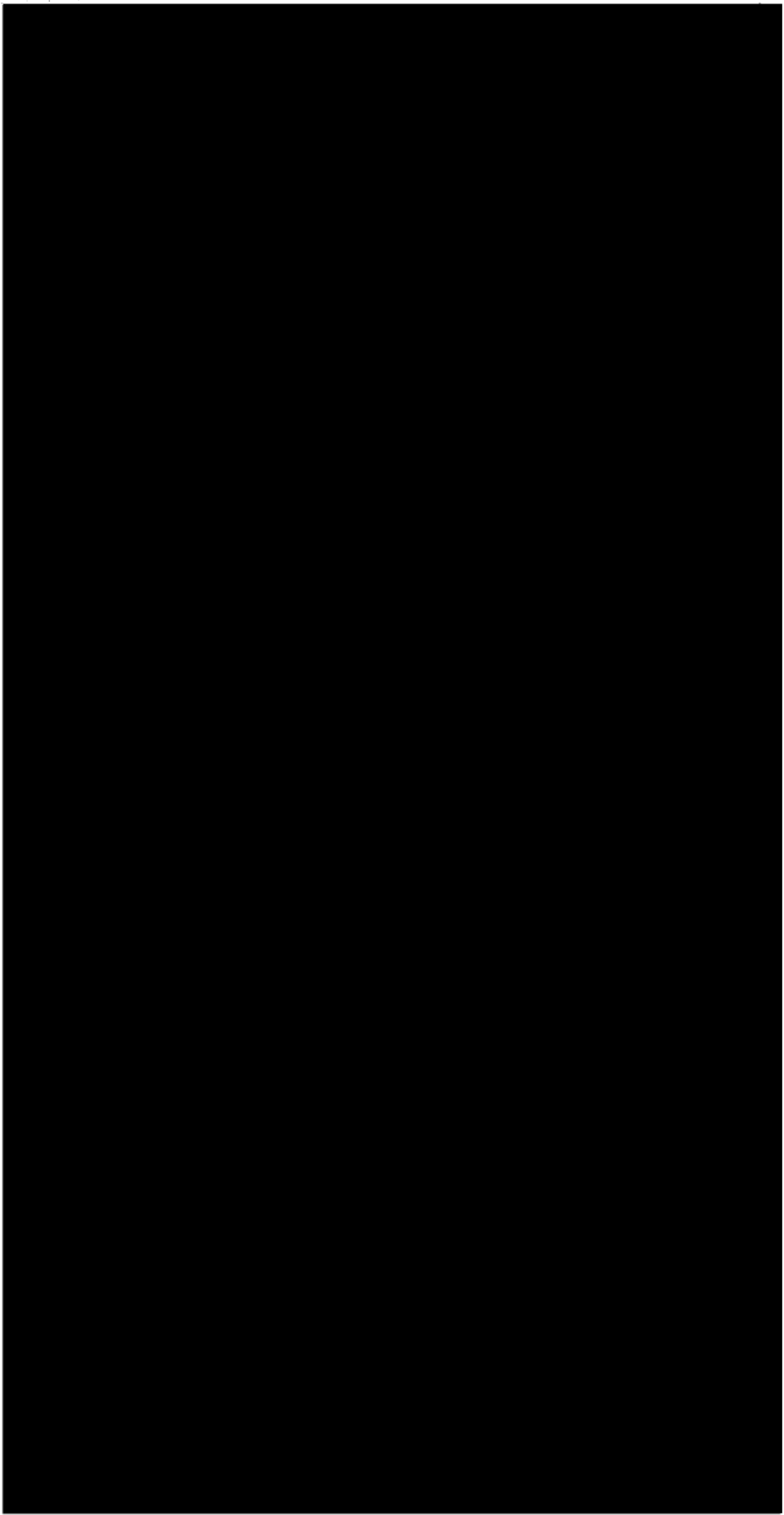
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NORTH CAROLINA DEPARTMENT OF INSURANCE

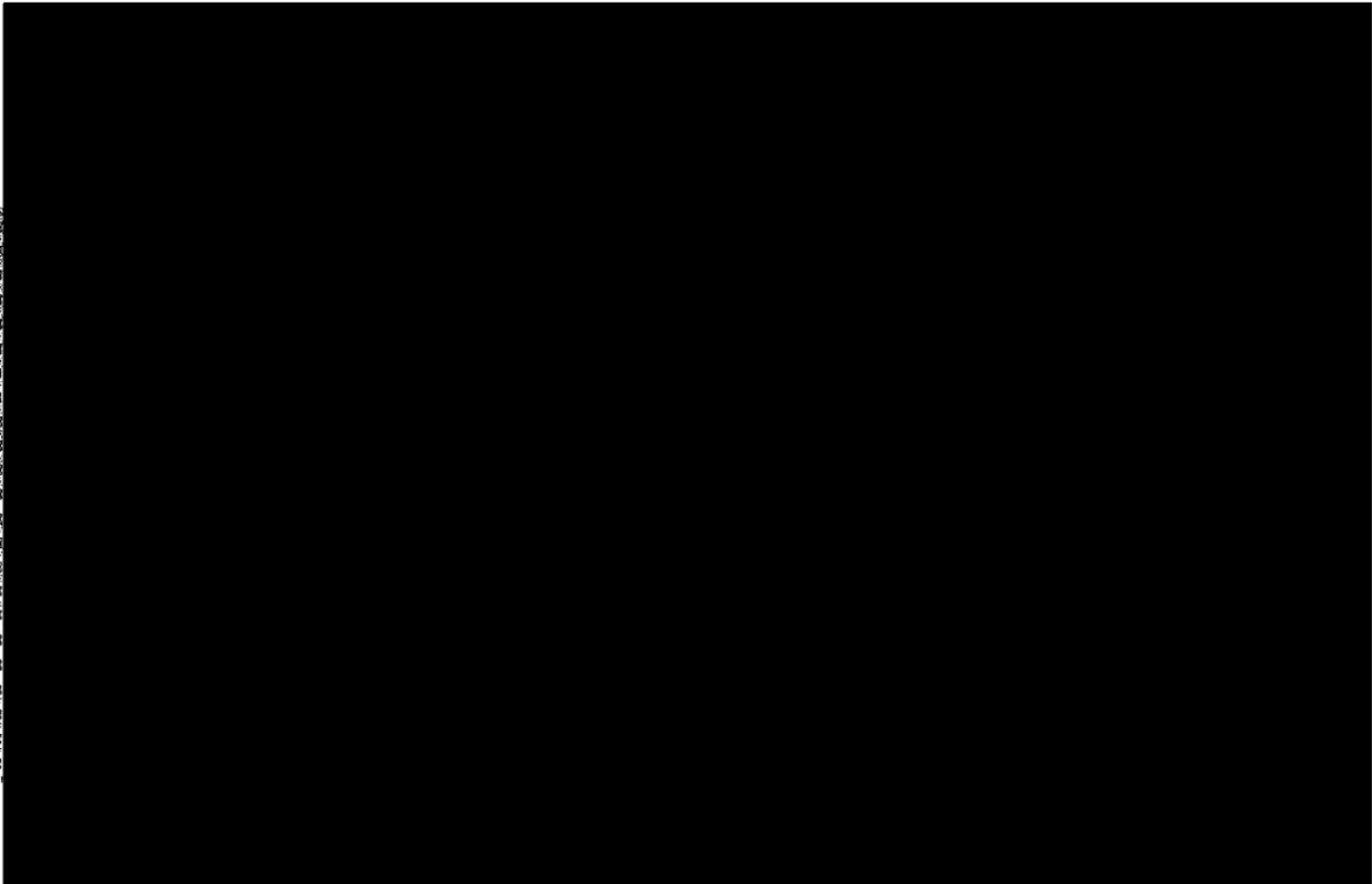
By: [Redacted]
Angela K. Ford
Senior Deputy Commissioner

Date: March 10, 2016



Other Expense

40.00



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Agent Services Division Monetary Penalty Tracking Form

SECTION I: Compliance or Licensing analysts/supervisors complete and routes to accounting when referral is made to AG's Office for VSA.

Date	02-18-2016
Name of Licensee	Jay Bullard
Case Number	40351
NPN or FEIN	17300433
Applicable Statutes	NCGS § 58-71-80(a)(8) and NCGS § 58-71-167

Prepared by ASD Analyst or Supervisor: Steve Bryant

Date: 02-18-2016

SECTION II: Accounting Unit completes upon receipt of VSA and monetary penalty.

Payment Information:

Payor: Hunter's Affordable Bonding Inc

Amount: \$500.00

Check Number: XXXXXXXXXX

Date of Check: 3-2-2016

1. Accounting maintains the original form by Fiscal Year.
2. Accounting staples a photocopy of this form to VSA when monetary penalty is received and routes to ASD employee handling the case.

08/21/09