

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

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF
1st ATLANTIC SURETY COMPANY**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME 1st Atlantic Surety Company (hereinafter "Provider") and the Bail Bond Regulatory Division of the North Carolina Department of Insurance (hereinafter "Department") hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement"):

WHEREAS, the Department has the authority and responsibility for the enforcement of the insurance laws of this State, and for regulating and licensing professional bail bondsmen, surety bail bondsmen, and runners in North Carolina; and

WHEREAS, the Department regulates the approval of providers, instructors, and courses for continuing education of professional bail bondsmen, surety bail bondsmen, and runners in North Carolina; and

WHEREAS, Provider is an "approved provider" as defined by N.C. Gen. Stat. § 58-71-1 and holds an active certificate of authority issued by the Department to offer continuing education courses to professional bail bondsmen, surety bail bondsmen, and runners in North Carolina; and

WHEREAS, pursuant to 11 NCAC 13.0530(d), course providers are required to retain continuing education records for five years and shall provide these records upon request to the Commissioner; and

WHEREAS, on September 16, 2024, the Bail Bond Regulatory Division requested from Provider copies of all program catalogs, course outlines, advertising literature, and any other course materials from classes offered in 2024; and

WHEREAS, Provider submitted in response to the September 16, 2024, inquiry, course materials from classes offered in 2024 which contained material that had not been previously approved by the Commissioner; and

WHEREAS, N.C. Gen. Stat. § 58-71-71(d) provides that continuing education courses must be approved by the Commissioner before they may be offered. Before approving a course, the Commissioner must be satisfied that a course will enhance the professional competence and responsibility of bail bondsmen and runners. Approved providers shall not offer, sponsor, or conduct any course without authorization.

WHEREAS, 11 NCAC 13.0528 prohibits course providers from advertising, presenting, or using course materials which were not previously filed with and approved by the Commissioner pursuant to 11 NCAC 13.0526; and

WHEREAS, the Bail Bond Regulatory Division alleges that Provider violated N.C. Gen. Stat. § 58-71-71(d) and 11 NCAC 13.0528 by offering courses which were not approved by the Commissioner during the 2024 continuing education cycle; and

WHEREAS, pursuant to 11 NCAC 13.0526(a), all education course providers must file copies of program catalogs, course outlines, and copies of advertisement literature for the Commissioner to review to evaluate whether a course will enhance professional competence and responsibility; and

WHEREAS, Provider attests that it wishes to remain an authorized provider of continuing education courses; and

WHEREAS, Provider acknowledges that it must submit continuing education courses and relevant course materials to the Bail Bond Regulatory Division, and that Provider shall not advertise or offer continuing education courses prior to the Department course approval; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner has the express authority to negotiate a mutually acceptable agreement with any person (or entity) as to the status of a person's license or certificate issued by the Department, or as to any civil penalty or restitution; and

WHEREAS, Provider has agreed to settle, compromise, and resolve the matters described in this Agreement, in lieu of proceeding to a formal administrative hearing, on behalf of itself, and BBRD has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution based on these matters against Provider; and

WHEREAS, this Agreement is civil in nature and does not preclude criminal prosecution that may result from investigations, if any, conducted by the North Carolina Department of Insurance's Criminal Investigation Division for violation of criminal laws; and

WHEREAS, the parties mutually wish to resolve these matters by consent before BBRD petitions for a formal administrative hearing concerning these matters, and have reached a mutually agreeable resolution of these matters as set out in this Agreement; and

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Provider and the Department hereby agree to the following:

1. Provider shall submit course materials for the following continuing education cycle by December 31st, annually for review and approval by the Commissioner. The course submissions shall include copies of program catalogs (including handouts or supplements used or offered), detailed outlines of materials to be covered, advertising literature (including digital advertisements), and any

additional course materials such as presentation slides and videos.

2. Provider's annual submission shall be sent to the Bail Bond Regulatory Division inbox (bbrdinbox@ncdoj.gov) and to the attention of the appropriate staff member designated to handle receipt of course material submissions.
3. The Bail Bond Regulatory Division shall timely review Provider's submitted course materials and authorize course approval upon satisfaction that Provider's course enhances the professional competence and responsibility of attending bail bond licensees.
4. Provider shall submit course rosters from all classes taught to the Bail Bond Regulatory Division within fifteen (15) days from the date the class was held.
5. The parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Provider understands that pursuant to N.C. Gen. Stat. § 58-71-72, Provider's certificate of authority to teach continuing education courses may be summarily suspended or terminated if Provider is subsequently found to have taught unapproved course materials to licensees.
6. Provider enters into this Agreement freely and voluntarily and with knowledge of Provider's right to have an administrative hearing regarding this matter. Provider acknowledges that it had the right to consult with an attorney prior to entering into this agreement.
7. This Agreement constitutes a complete settlement of all administrative actions against Provider 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 Provider or in any complaint involving Provider. Should Provider fail to comply with this Agreement or otherwise fail to comply with applicable laws and rules, the Department may take any administrative or legal action that it is authorized to take.
8. This Agreement, when finalized, will be a public record and is not confidential. The Department may disclose the contents of this Agreement to third parties pursuant to any law or policy providing for such disclosure.
9. This Agreement between Provider and the Department shall become effective when signed by Derrick Harrington on behalf of Provider and by Senior Deputy Commissioner Marty Sumner on behalf of the Bail Bond Regulatory Division.


Derrick Harrington, Designated Signatory for
FIRST ATLANTIC SURETY COMPANY

Date: 5/8/25

BAIL BOND REGULATORY DIVISION OF THE
NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [REDACTED]
Marty Sumner, Senior Deputy Commissioner

Date: 5/30/25