



**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 the Department 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 the Bail Bond Regulatory Division 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 31<sup>st</sup>, 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](mailto: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 provided.
5. Provider acknowledges that as of the signing of this Agreement, Provider has not submitted course materials for review and approval for the current 2025 continuing educational cycle. Provider shall not offer any continuing education course for the current 2025 cycle without a current course submission that is reviewed and approved by the Department prior to being offered by Provider.

6. 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.
7. 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.
8. 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.
9. 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.
10. This Agreement between Provider and the Department shall become effective when signed by Mark Cartret on behalf of Provider and by Senior Deputy Commissioner Marty Sumner on behalf of the Bail Bond Regulatory Division.

[Redacted Signature]

Mark Cartret, Designated Signatory for  
TARHEEL AVIATION AND INVESTMENT

Date: May 1, 2025

BAIL BOND REGULATORY DIVISION OF THE NORTH  
CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted Signature]  
Marty Sumner, Senior Deputy Commissioner

Date: 5/30/25  
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