

KEVIN BRATCHER

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Counsel for the Commissioner of Securities and Insurance

**BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE,
OFFICE OF THE MONTANA STATE AUDITOR**

IN THE MATTER OF

ASAP SPENSIERI, INC., AKA BAIL
CITY BAIL BONDS, MT BAIL BONDS,
ASAP BAIL BONDS, ALEC SPENSIERI
AGENCY,

Respondent.

Case No. INS-2022-00166

**CONSENT AGREEMENT AND
FINAL ORDER**

This Consent Agreement (Agreement) and Final Order (Order) are entered into by the Commissioner of Securities and Insurance, Office of the Montana State Auditor (CSI), acting pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. § 33-1-101 *et seq.* (Code), and ASAP Spensieri, Inc., doing business as Bail City Bail Bonds, MT Bail Bonds, ASAP Bail Bonds and Alec Spensieri Agency (collectively referred to as "Respondent").

RECITALS

WHEREAS, Respondent is a business entity formed under the laws of the State of Colorado, and was engaged in the business of selling, soliciting or negotiating surety insurance, in the form of bail bonds, in the State of Montana;

WHEREAS, Respondent was allegedly selling, soliciting or negotiating surety insurance, or acting as an insurance producer in the State of Montana without a Montana business entity insurance producer license;

WHEREAS, selling, soliciting or negotiating insurance, or acting as an insurance producer in Montana without authority to do so by virtue of a Montana insurance producer license is a violation of § 33-17-201, MCA;

WHEREAS, Respondent allegedly used multiple addresses across the State of Montana to advertise as office locations without maintaining a physical office at each address;

WHEREAS, Respondent allegedly maintained a website that published before the public untrue, deceptive or misleading representations or statements concerning Respondent having offices located in 55 Montana counties and 55 Montana cities;

WHEREAS, publishing before the public untrue, deceptive or misleading representations or statements concerning Respondent's office locations is a violation of § 33-18-203, MCA;

WHEREAS, CSI and Respondent agree that the best interests of the parties and the public is served by entering into the Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained in this Agreement, the CSI and Respondent hereby agree to settle this matter pursuant to the following terms and conditions:

STIPULATIONS AND CONSENTS

1. Respondent stipulates and consents to the following:

a. Respondent shall pay a fine of \$20,000.00 to the state of Montana at a rate of at least \$500.00 per month. Payment shall be made by check or money order payable to "The State of Montana" sent to the Commissioner of Securities and Insurance, Office of the Montana State Auditor, Attn: Brandy Morrison, Paralegal, 840 Helena Avenue, Helena, MT 59601.

- b. Respondent shall obtain a Montana business entity insurance producer license in 30 days from the date of the Final Order entered on this Agreement.
 - c. Respondent shall cease and desist from renting or otherwise using addresses to use as office locations for advertisement purposes when a physical office is not located at the address.
 - d. Respondent shall cease and desist advertising or publishing statements or representations concerning Respondent having an office present at any location where Respondent does not maintain a physical office.
 - e. Respondent shall correct or remove any advertisements or statements located on Respondent's website that state or represent Respondent having an office present at any location where Respondent does not maintain a physical office. Respondent shall make reasonable efforts to remove any advertisement or statements published elsewhere on the internet. Respondent shall certify to CSI that this correction or removal has been completed within 180 days from the date of the Final Order entered on this Agreement.
 - f. Respondent specifically and affirmatively waives a contested case hearing and its right to appeal under the Montana Administrative Procedure Act (MAPA), including Title 2, chapter 4, part 7, of the Montana Code Annotated; and elects to resolve this matter on the terms and conditions set forth herein.
 - g. Respondent fully and forever releases and discharges the CSI from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or not asserted, known or unknown, foreseen or unforeseen, arising out of or related to the Recitals or this Agreement.
- 2: All parties to this Agreement stipulate and consent as follows:
- a. The Commissioner has jurisdiction over Respondent and the subject matter of this matter pursuant to § 33-1-101 *et seq.*, MCA.
 - b. The Commissioner agrees to vacate the Temporary Cease and Desist Order previously filed in this matter, and not to pursue further civil or administrative action

against Respondent regarding CSI's allegations asserted in this matter for so long as Respondent complies with the terms of this Agreement.

c. This agreement is entered into without adjudication of any issue, law, or fact and is therefore not an admission of liability. It is entered into solely for the purpose of resolving CSI's allegations and is not intended to be used for any other purpose. For any person or entity not a party to this Agreement, this Agreement does not limit or create any private rights or remedies against the Respondent, limit or create liability of Respondent, or limit or create defenses of Respondent to any claims.

d. The applicable statute of limitations, set forth in § 33-1-107, MCA, is tolled with regard to the allegations asserted in this matter. In the event Respondent fails to comply with the terms of this Agreement at any time after entering this Agreement, CSI may pursue additional administrative action against Respondent.

e. This Agreement constitutes the entire agreement between the Commissioner and Respondent, and no other promises or agreements, either express or implied, have been made by the Commissioner or by any member, officer, agent or representative of CSI to induce Respondent to enter into this Agreement.


f. This Agreement may not be modified orally, and any subsequent modifications to this Agreement must be mutually agreed upon in writing to be effective.

g. This Agreement shall be incorporated into and made a part of the attached Final Order issued by the Commissioner herein.

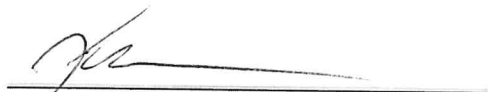
h. This Agreement shall be effective upon signing of the Final Order.

i. This Agreement is a public record under Montana law and, as such, may not be sealed or otherwise withheld from the public.


DATED this 8th day of September, 2022.


Title: President
Respondent

Approved as to form and content:



KEVIN BRATCHER
Legal Counsel for the Commissioner



EMILY McCULLOCH
Legal Counsel for Respondent

FINAL ORDER

Pursuant to the authority vested by § 2-4-603, MCA, and § 33-1-101 *et seq.*, and upon review of the foregoing Consent Agreement, and good cause appearing,

IT IS HEREBY ORDERED that the foregoing Consent Agreement between the Commissioner and Respondent is adopted as if set forth fully herein.

DATED this 15th day of September, 2022.



TROY DOWNING

Commissioner of Securities and Insurance,
Montana State Auditor