

**KEVIN BRATCHER**

Commissioner of Securities & Insurance,  
Office of the Montana State Auditor  
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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

ALEC SPENSIERI, Montana Insurance  
Producer License No. 3001012322,  
National Producer Number 17962343,

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 Alec Spensieri (Respondent).

**RECITALS**

WHEREAS, Respondent is licensed as a nonresident insurance producer in Montana. Respondent's Montana insurance producer license number is 3001012322, and Respondent's National Producer Number is 17962343. Respondent is the president of ASAP Spensieri, Inc.;

WHEREAS, ASAP Spensieri, Inc. is a business entity formed under the laws of the State of Colorado, and does business in Montana under the names "Bail City Bail Bonds," "MT Bail Bonds," "ASAP Bail Bonds," and "Alec Spensieri Agency;"

WHEREAS, Respondent allegedly engaged in the practice of paying individuals to use their business or home address for the purpose of advertising the address as an office location of Bail City Bail Bonds when a physical office was not present at the location;

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

WHEREAS, the practice of paying individuals to use their business or home address for the purpose of advertising Respondent's business when a physical office was not located at the address is a violation of § 33-17-1001, 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 complete 40 hours of continuing education classes concerning Montana bail bonds and other topics related to the business of insurance producers. Respondent shall complete the 40 hours of continuing education in two years from the date of the Final Order entered on this agreement.
  - b. 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.
  - c. 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.

d. 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.

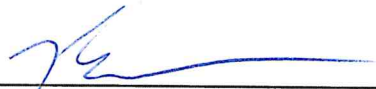

i. This Agreement is a public record under Montana law and, as such, may not be sealed or otherwise withheld from the public.

DATED this 8<sup>th</sup> day of September, 2022.



Title: President  
Respondent

Approved as to form and content:

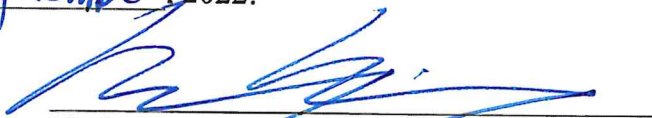
  
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KEVIN BRATCHER  
Legal Counsel for the Commissioner  
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EMILY McCULLOCH  
Legal Counsel for Respondent

**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 15<sup>th</sup> day of September, 2022.



**TROY DOWNING**

Commissioner of Securities and Insurance,  
Montana State Auditor