

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

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**IN THE MATTER OF THE LICENSURE OF  
TAMETROUS BOONE  
LICENSE NO. 8916388**

**BEFORE THE COMMISSIONER OF INSURANCE**

**VOLUNTARY SETTLEMENT AGREEMENT**

**NOW COME**, Tametrous Boone (hereinafter "Mr. Boone") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement"):

**WHEREAS**, the Department has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

**WHEREAS**, Mr. Boone holds active licenses issued by the Department as a Surety Bail Bondsman (license issued in February 2007) and a Bail Bond Runner (license first issued in September 2006), and his business address is at 801 Summit Ave., Suite 2A, Greensboro, NC; and

**WHEREAS**, pursuant to N.C. Gen. Stat. § 58-71-80(a)(7), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes for failure to comply with or violation of the provisions of Article 71 of Chapter 58 of the N.C. General Statutes or of any order, rule or regulation of the Commissioner; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-170(b) provides that the Commissioner may conduct examinations of surety bondsmen under the provisions of N.C. Gen. Stat. § 58-2-195; and

**WHEREAS**, N.C. Gen. Stat. § 58-2-195 (a) provides that information from records required to be kept pursuant to law shall be open to the inspection for the Commissioner or any other authorized employee when demanded, and subparagraph (e) thereof provides that the refusal to submit to examination is grounds for the revocation or refusal of a license; and

**WHEREAS**, the Bail Bond Regulatory Division of the Department has received two (2) independent complaints concerning Mr. Boone from North Carolina residents Cameo Smith and James Smith (no relation to each other), as set forth below; and

### Cameo Smith Complaint

**WHEREAS**, on or about June 15, 2019, Mr. Boone wrote bonds totaling \$26,900.00 for Defendant Cameo Smith ("Ms. Smith") in the following court matters:

1. Alamance County District Court No. 16 CR 054624 for a bond amount of \$1,800.00
2. Guilford County District Court No. 18 CR 081392 for a bond amount of \$100.00
3. Guilford County District Court Nos. 19 CR 073612 and 19 CR 073611 for a bond amount of \$25,000; and

**WHEREAS**, on or about June 15, 2019, Mr. Boone entered into an Indemnity Agreement and Guarantee with Mr. Cygel White ("Mr. White") for the bonds on Ms. Smith for the amount of \$26,900.00. This Indemnity Agreement did not list the court case numbers for which it applied; and

**WHEREAS**, on or about June 15, 2019, Mr. Boone entered into a "Promissory Note/Memorandum of Agreement" with Mr. White and Ms. Smith, which showed that the amount of \$2,000.00 was due on her bonds on July 5, 2019. This Promissory Note/Memorandum of Agreement did not list the court case numbers for which it applied; and

**WHEREAS**, Mr. Boone issued a receipt to Mr. Cygel White on June 15, 2019 showing the total bond amount as \$26,900, with a total premium amount of \$3,500, and \$1,500.00 paid for a balance due of \$2,000.00. Said receipt did not list the court case file numbers that the premium payment applied to; and

**WHEREAS**, Mr. Boone also issued a Collateral Receipt on June 15, 2019, to Ms. Cameo Smith showing that he had taken her 2007 Lexus Hybrid MP as collateral on the same \$26,900 bond amount, and the receipt lists the court file numbers 19 CR 73611-12, 16 CR 54624, and 18 CR 81392. Mr. Boone took possession of this vehicle and the keys from this vehicle, and kept it in the parking lot at his offices. Mr. Boone also recorded a lien on this vehicle; and

**WHEREAS**, on the Appearance Bond in Guilford Co. Nos. 19 CR 73612 and 19 CR 73611, only the Indemnity Agreement is listed on the Affidavit section, noting a value of \$25,000.00 with \$1,100.00 premium received; and

**WHEREAS**, on the Appearance Bond in Guilford Co. No. 18 CR 081392, only the Indemnity Agreement is listed on the Affidavit section, noting a value of \$100.00 with \$0 premium received; and

**WHEREAS**, on the Appearance Bond in Alamance Co. No. 16 CR 054624, only the "2007 Lexus Hybrid" is listed on the Affidavit section, noting a value of \$1800.00 with \$200.00 premium received; and

**WHEREAS**, on or about October 23, 2019, the Bail Bond Regulatory Division ("BBRD") of the Department received a telephone complaint from Ms. Cameo Smith stating that she had not wanted to put her car up for collateral and complaining that she believed Mr. Boone was driving her vehicle because he admitted he had done so and that he had gotten the oil changed, and she further stated that she wanted her vehicle back; and

**WHEREAS**, thereafter BBRD Complaint Analyst Linda Long contacted Mr. Boone concerning this matter, and requested documents, as well as the return of Ms. Smith's vehicle to her; and

**WHEREAS**, Mr. Boone subsequently provided the requested documents to Complaint Analyst Long; and

**WHEREAS**, Mr. Boone returned Ms. Smith's vehicle to her on or about November 7, 2019. However, Ms. Smith thereafter complained to BBRD that she did not get her title back and also was missing a set of keys, that the brakes were not working properly, that there was damage to the headlight, and that the mileage was different from what she recalled. Ms. Smith also provided photos of in the interior of her vehicle showing fast food receipts and fast food remnants from when Mr. Boone had possession of the vehicle; and

**WHEREAS**, Mr. Boone failed to remove the lien on Ms. Smith's vehicle, and such lien was still on record with the North Carolina Department of Motor Vehicles as of February 22, 2021; and

**WHEREAS**, in a meeting with BBRD on Feb. 25, 2021, Mr. Boone expressed the belief that he thought the lien had already been removed from the vehicle, and BBRD Complaint Analyst Long provided him with information showing him it was not; and

**WHEREAS**, Mr. Boone's failure to complete separate documentation including collateral receipts, Memorandum of Agreements, and Indemnity Agreements is a violation of N.C.G.S. 58-71-167(a) and 11 NCAC 13.0512(a), and further Mr. Boone's failure to accurately complete the collateral receipts and Indemnity Agreement such that these accurately reflected the information provided on the Affidavits on the Appearance Bonds is a violation of 58-71-80(a)(5) and 58-71-80(a)(8); and

**WHEREAS**, by accepting an Indemnity Agreement for \$26,900 and also taking Ms. Smith's vehicle as collateral, Mr. Boone violated N.C.G.S. § 58-71-95(5) and 11 NCAC 13.0512(a);, as the three bonds were therefore over-collateralized as the total amount of secured bonds was \$26,900; and

**WHEREAS**, Mr. Boone's failure to remove the lien on Ms. Smith's vehicle, even after discharge of the obligation under the bonds, resulted in deprivation to Ms. Smith of full use of her property, in violation of N.C.G.S. §§ 58-71-95(5), 58-71-80(a)(5), 58-71-80(a)(8), and 11 NCAC 13.0512(b) and 11 NCAC 13.0512(c); and

**WHEREAS**, Mr. Boone's use of Ms. Smith's vehicle for personal reasons and any damage caused to that vehicle are violations of N.C.G.S. § 58-71-80(a)(5) and 11 NCAC 13.0512(c), although Mr. Boone denies that he caused damage to Ms. Smith's vehicle, states that he made attempts at maintenance to the vehicle to keep it in working order, and Mr. Boone further stated that his landlord required him to move the vehicle from time to time; and

#### **James Smith Complaint**

**WHEREAS**, on or about November 18, 2019, Mr. Boone's employee Shemar Williams (license No. 19173409), who was in active supervision by Mr. Boone at the time, wrote bonds totaling \$15,500 for Defendant Ahmaad Tyree McCloud ("Mr. McCloud") in Guilford County District Court case no. 16 CR 080320 and 16 CR 085512; and

**WHEREAS**, the address of record for Mr. McCloud listed on the Appearance Bonds and the Conditions of Release and Release Orders pursuant to N.C.G.S. § 15A-544.2(a)(1) is 1849 Boulevard St.,

Greensboro, NC 27401; and

**WHEREAS**, Mr. McCloud's father, Donald Bennett ("Mr. Bennett") signed an indemnity agreement and listed 902 E. Florida St., Greensboro, NC 27405 as his address. Additionally, on the "Indemnitor Information Sheet 1<sup>st</sup> Co-signor", Mr. Bennett also listed 902 E. Florida St., Greensboro, NC 27405 as his address, and also listed this as the address of Mr. James Smith and Ms. Finnassa Bennett (Mr. Bennett's wife). Further, the "Application for Appearance Bond" also listed "902 E. Florida, Greensboro, NC" as Mr. McCloud's address. These documents are all on Mr. Boone's forms; and

**WHEREAS**, only Mr. James Smith ("Mr. Smith") resides at 902 E. Florida St., Greensboro, NC. Mr. Smith states that Mr. McCloud has never resided at that address or even spent the night at that address. Mr. Smith did not give Mr. McCloud or Mr. Bennett permission to list his address on any of the bail bonds forms; and

**WHEREAS**, on or about July 30, 2020, Mr. Boone forcibly entered the home of Mr. James Smith at 902 E. Florida Street, Greensboro, NC, while looking for Mr. Ahmaad McCloud, causing physical damage to the home. No person was present in the home at this time, however, Mr. Smith believes his dog may have been injured during the entry. Mr. Boone was accompanied by an unlicensed person, Mr. Jordanuwel Howard, when he forcibly entered the home; and

**WHEREAS**, Mr. Smith rents the house at 902 E. Florida St., Greensboro, NC, and does not have renters insurance, and is repairing the damage done to the house by Mr. Boone; and

**WHEREAS**, Mr. Smith has submitted an itemized estimate of the property damage for 902 E. Florida St., showing a total of \$8,078.00 in damage repair costs; and

**WHEREAS**, the North Carolina Supreme Court has held that, while "the contract between surety and the principle authorizes the surety to exercise certain powers as to the principle, we do not find that this contractual authority can be extended to cases where a surety is seeking a principle in the home of a third party where the principal does not reside." State v. Mathis, 349 N.C. 503, 513, 509 S.E.2d 155, 161 (1988); and

**WHEREAS**, Mr. McCloud never resided at 902 E. Florida St., Greensboro, and this was not his address of record listed on the court documents; and

**WHEREAS**, by relying solely on unconfirmed and incorrect address information listed by Mr. McCloud and Mr. Bennett on the indemnity agreement and the "Indemnitor Information Sheet 1<sup>st</sup> Co-signor", which was at odds with the address of record listed on the court documents, and thereafter forcibly entering Mr. Smith's home in pursuit of Mr. McCloud, Mr. Boone is in violation of N.C.G.S. §§ 58-71-80(a)(5), 58-71-80(a)(8), and 58-71-80(a)(13); and

**WHEREAS**, Mr. Boone's violations of the North Carolina General Statutes and North Carolina Administrative Code as set forth above demonstrate a failure to comply with and/or violations of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Mr. Boone's surety bail bondsman's license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. § 58-71-80(a)(7); and

**WHEREAS**, in lieu of an administrative hearing on the matters stated herein, Mr. Boone has

agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Boone; 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 or certificate or as to any civil penalty or restitution; and

**NOW, THEREFORE**, in consideration of the promises and agreements set out herein, the Department and Mr. Boone hereby agree to the following:

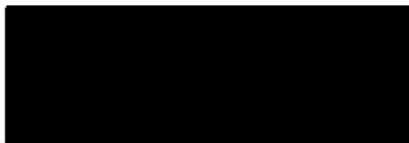
1. Mr. Boone has paid a **\$1,000.00** civil penalty to the Department. This civil penalty shall be subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of the public schools.
2. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Boone will be required to comply with the provisions of N.C. Gen. Stat. § 58-71-71(a) and shall retake and complete at least 12 hours of Pre-licensing Education by an approved provider, and shall provide the Department with a certificate of completion no later than **June 30, 2021**. This Pre-licensing Education will be in lieu of and satisfy the Continuing Education (CE) requirement for the renewal year 2021 as set forth in N.C. Gen. Stat. § 58-71-71(b).
3. Mr. Boone will immediately remove the lien on Ms. Smith's 2007 Lexus Hybrid, and will provide written documentation to the Department showing that said lien has been removed no later than **April 16, 2021**. Such documentation can be sent via electronic means.
4. Mr. Boone will provide restitution to Ms. Cameo Smith in the amount of \$1,250.00, and provide written documentation to the Department showing that Ms. Smith has received such payment no later than **April 16, 2021**. BBRD will provide information to Mr. Boone's legal counsel with Ms. Smith's address and contact information to arrange return of funds. Written documentation showing proof of payment of this restitution can be sent to the Department via electronic means.
5. Mr. Boone will provide restitution to Mr. James Smith in the amount of \$8,078.00. This restitution shall be made in 6 monthly payments to Mr. Smith of \$1,346.33. Each payment shall be made by the first day of the month beginning on **April 1, 2021**, with the last payment made no later than **September 1, 2021**. Mr. Boone shall provide written documentation to the Department showing that Mr. Smith has received each payment by the fifth day of each month until all six (6) restitution payments have been made. Written documentation showing proof of payment of this restitution can be sent to the Department via electronic means.
4. Mr. Boone shall obey all laws and regulations applicable to all licenses issued to him.
7. Mr. Boone enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Boone understands that he may consult with an attorney prior to entering into this Agreement.
8. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Boone, or in any other cases or complaints involving Mr. Boone.

9. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Boone understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bail bondsman's license may be revoked for violating an Order of the Commissioner.

10. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. All licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. 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. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

11. This Settlement Agreement shall become effective when signed by Mr. Boone and the Department.

**N.C. Department of Insurance**



By: **Tametrous Boone**  
License No. 8916388



By: **Marty Summer**  
Senior Deputy Commissioner

Date: 4-5-21

Date: 4/13/2021