

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

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE  
OF TRUMAINE A. BOSTON  
LICENSE NO. 0008393776**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Trumaine A. Boston (hereinafter "Mr. Boston") and the North Carolina Department of Insurance Bail Bond Regulatory Division (hereinafter "BBRD"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement").

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

**WHEREAS**, Mr. Boston holds an active license as a Surety Bail Bondsman issued by the BBRD; and

**WHEREAS**, on February 10, 2021 Mr. Boston bonded Brandon Glass (\$15,000 and \$7,000 secured bonds) and Ms. Christal Fielder (\$3,500 secured bond) out of the Beaufort County Jail. The Appearance Bond for Pre-Trial Release (AOC-CR-201 Form) indicated that Mr. Boston was promised a total of \$2,250 in premium for all three (3) bonds. In response to inquiries from BBRD investigators, Mr. Boston stated that he did not receive any premium on the day he bonded Mr. Glass and Ms. Fielder out of the Beaufort County Jail; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-80(a)(5) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article, in accordance with the provisions of Article 3A of Chapter 150B of the General Statutes, for fraudulent, coercive, or dishonest practices in the conduct of business or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or any other jurisdiction; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-80(a)(8) provides, among other things, that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew any license when in the judgment of the Commissioner, the licensee has in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-140 (d) provides that professional bondsmen, surety bondsmen, and runners shall file with the clerk of court having jurisdiction over the principal and affidavit on a form furnished by the Administrative Office of the Courts which shall include but not limited to: (1) If applicable, a statement that the bondsman has not, nor has anyone for the bondsman's use, been promised or received any collateral security or premium for executing this appearance bond; (2) If promised a premium, the amount of premium promised and the due date; (3) If the bondsman has received a premium, the amount of the premium received; (4) If given collateral security, the name of the person from whom it is received and the nature and amount of the collateral security listed in detail; and

**WHEREAS**, Mr. Boston did falsely swear to the Court on the Affidavit found on the reverse side of the Appearance Bond for Pre-Trial Release that there was premium received in connection with the bonds, when in fact no premiums were received by Mr. Boston in connection with the bonds, a violation of the provisions of N.C. Gen. Stat. § 58-71-140 (d)(2); and

**WHEREAS**, N.C. Gen. Stat § 58-71-167 provides:

(a) In any case where the agreement between principal and surety calls for some portion of the bond premium payments to be deferred or paid after the defendant has been released from custody, a written memorandum of agreement between the principal and surety shall be kept on file by the surety with a copy provided to the principal. The memorandum shall contain the following information: (1) The amount of the premium payment deferred or not yet paid at the time the defendant is released from jail. (2) The method and schedule of payment to be made by the defendant to the bondsman, which shall include the dates of payment and amount to be paid on each date. (3) That the principal is entitled to a copy of the memorandum.

(b) The memorandum must be signed by the defendant and the bondsman, or one of the bondsman's agents, and dated at the time the agreement is made. Any subsequent modifications of the memorandum must be in writing, signed, dated, and kept on file by the surety, with a copy provided to the principal; and

**WHEREAS**, Mr. Boston did not comply with the requirements of NC Gen. Stat § 58-71-167(a) and (b), and therefore was in violation thereof; 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 North Carolina General Statutes or of any order, rule, or regulation of the Commissioner; and

**WHEREAS**, Mr. Boston's violations of N.C. Gen. Stat. §§ 58-71-140(d)(2), and 58-71-167(a)(1-3) and (b), demonstrate a failure to comply with and/or a violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Mr. Boston's surety bondsman license could be revoked, suspended, or not renewed pursuant to N.C. Gen Stat. §§ 58-71-80(a)(5) and (8); and

**WHEREAS**, Mr. Boston admits to the violations set out herein; and

**WHEREAS**, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the BBRD 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

**WHEREAS**, in lieu of an administrative hearing on the matters stated herein, Mr. Boston has agreed to settle, compromise, and resolve the matters referenced in this Agreement, and the BBRD has agreed not to pursue additional civil ramifications; including penalties, sanctions, remedies, or restitution based on these matters against Mr. Boston; and

**WHEREAS**, this Agreement is civil in nature and does not preclude criminal prosecution that may result from investigations by the Department's Criminal Investigation Division for violations of criminal laws

**NOW, THEREFORE**, in consideration of the promises and agreements set out herein, the

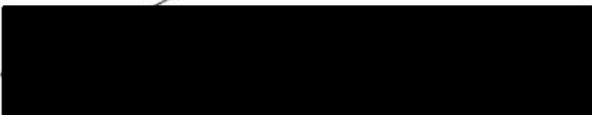


BBRD and Mr. Boston hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Boston shall pay a **civil penalty of \$2,000.00** to the North Carolina Department of Insurance. The form of payment shall be in a certified check, cashier's check, or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Mr. Boston shall send the civil penalty by certified mail, return receipt requested, to the N.C. Department of Insurance, Bail Bonds Regulatory Division, 106 Baker Road, Archdale, NC 27263 simultaneously with the return of this Agreement, signed by Mr. Boston. The civil penalty and the signed Agreement must be received by the BBRD no later than **December 29, 2021**. The 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. Boston will be required to comply with the provisions of N.C. Gen. Statute § 58-71-71(a) and retake and complete at least 12 hours of education as provided by an approved provider in subjects pertinent to the duties and responsibilities of a bail bondsman including all laws and regulations related to being a bail bondsman, and such will be in lieu of the current licensure year's requirements for continuing education.
3. An unannounced audit will be conducted at Mr. Boston's office on a date to be determined to confirm that Mr. Boston is in compliance with all laws and regulations applicable to conducting the business of bail bondsman in this State.
4. Mr. Boston shall obey all laws and regulations applicable to all licenses issued to him; and
5. Mr. Boston enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Boston understands that he may consult with an attorney prior to entering into this Agreement.
6. This Agreement does not in any way affect the BBRD's disciplinary power in any future follow-up examinations of Mr. Boston, or in any other cases or complaints involving Mr. Boston.
7. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Boston understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bondsman's license may be revoked for violating an Order of the Commissioner.
8. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the BBRD to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The BBRD 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 BBRD, upon request, routinely provide a copy of the voluntary settlement agreement to all companies that have appointed the licensee.

9. This Settlement Agreement shall become effective when signed by Mr. Boston and the BBRD.

**N. C. Department of Insurance  
Bail Bond Regulatory Division**



**By: Trumaine A. Boston**  
**License No. 0008393776**



**By: Marty Sumner**  
**Senior Deputy Commissioner**

**Date:** 12/21/21

**Date:** 1/03/2022