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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA)	BEFORE THE COMMISSIONER
COUNTY OF WAKE)	OF INSURANCE
)	
IN THE MATTER OF THE LICENSURE)	
OF CHRISTOPHER L. BROWN)	VOLUNTARY SETTLEMENT
(NPN # 8872758))	AGREEMENT
(ASD File # 27166))	

NOW COME Christopher L. Brown (hereinafter "Brown") 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 regulating and licensing professional bondsmen, surety bondsmen and runners; and

WHEREAS, Brown holds an active license as a surety bondsman issued by the Department; and

WHEREAS, N.C.G.S. § 58-71-75(a), requires the annual renewal of a bail bondsman's license on or before July 1 of each year upon payment of the applicable annual renewal fee; and

WHEREAS, Brown did not renew his license until after the July 1, 2013 statutory deadline for renewal; and

WHEREAS, Brown violated of N.C.G.S. § 58-71-75(a), by failing to renew his license on or before July 1, 2013; and

WHEREAS, Brown's violation of N.C.G.S. § 58-71-75(a) demonstrates a failure to comply with and a violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Brown's bail bondsman licenses could be revoked pursuant to N.C.G.S. § 58-71-80(a)(7); and

WHEREAS, Brown admits to the foregoing violations; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Brown 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 Brown; and

WHEREAS, pursuant to N.C.G.S. § 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.

NOW, THEREFORE, in exchange for and in consideration of the promises and agreements set out herein, the Department and Brown hereby agree to the following:

1. Immediately upon his signing of this document, Brown shall pay a **civil penalty of \$500.00** to the Department. 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." Brown shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Brown. The civil penalty and the signed Agreement must be received by the Department no later than **October 8, 2013**. 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. Brown shall obey all laws and regulations applicable to all licenses issued to him.
3. Brown enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Brown understands that he may consult with an attorney prior to entering into this Agreement.
4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Brown, or in any other cases or complaints involving Brown. In the event that Brown fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to his license, the Department may take any administrative or legal action it is authorized to take.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Brown understands that N.C.G.S. § 58-71-80(a)(7) provides that a bail bondsman's license may be revoked for violating an Order of the Commissioner.
6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
7. This Agreement, when finalized, will be a public record and is not confidential. Any and 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.

8. This Agreement shall become effective when signed by Brown and the Department.

This the 26 day of September, 2013.

North Carolina Department of Insurance

By: [Redacted]
Christopher L. Brown
(NPN # 8872758)

By: [Redacted] 10-10-13
Angela Ford
Senior Deputy Commissioner

State of North Carolina
County of Wake

I, Bocky Boney, a Notary Public of said County and State, do hereby certify that Christopher L. Brown personally appeared before me this the 26 day of September, 2013 and acknowledged the due execution of the foregoing instrument.
Witness my hand and seal

[Redacted]

My Commission Expires March 29, 2015

