

**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 REMUS BROWN  
LICENSE NO. 17376418**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Remus Brown (“Mr. Brown”) and the Bail Bond Regulatory Division of the NC Department of Insurance (hereinafter “Bail Bond Regulatory Division”), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter “this Agreement”).

**WHEREAS**, Mr. Brown has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of himself, and Bail Bond Regulatory Division has agreed not to pursue additional civil ramifications; including penalties, sanctions, remedies or restitution based on the matters specifically referenced herein against Mr. Brown relating to his supervision of bail bondsman Christina Ford, and his use of unapproved forms prior to September 28, 2021; and

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

**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. Brown holds an active license issued by the Department as a Surety Bail Bondsman (first issued in September 2014), NPN 17376418; and

**WHEREAS**, Mr. Brown is owner of the Triple Triangle Enterprises, LLC (“Triple Triangle”) agency located at 5721 West Friendly Avenue Suite 104, Greensboro, NC 27410; 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** Ms. Christina Ford (hereafter, "Ms. Ford", NPN 18767016), holds a surety bail bondsman's license issued by the Department; and

**WHEREAS**, on or about May 16, 2018, Mr. Brown was the supervisor of record of Ms. Ford who was, at that time, a "first-year licensee" at that time pursuant to N.C. Gen. Stat. §§ 58-71-1(4a) and 58-71-41; and

**WHEREAS**, on or about May 16, 2018, Ms. Ford wrote bonds for criminal charges that Defendant Tosha Blackwell ("Defendant") had incurred for two separate incidents in Orange County File Nos. 18 CR 50828 (date of charge May 5, 2018), 18 CR 50829 (date of charge May 5, 2018), and 18 CR 551278 (date of charge May 16, 2018); and

**WHEREAS**, on or about May 16, 2018, Defendant Blackwell was surrendered on a different bond written by another bondsman, Michael Thompson (NPN 18374911); and

**WHEREAS**, on or about June 28, 2018, Defendant Blackwell submitted a complaint ("Complaint") to the Bail Bond Regulatory Division ("Bail Bond Regulatory Division") of the North Carolina Department of Insurance ("Department") alleging misconduct on the part of Mr. Brown and other bondsmen related to her surrender and payment on her bonds. The Complaint does not mention Ms. Christina Ford; and

**WHEREAS**, during Bail Bond Regulatory Division's initial investigation into Defendant Blackwell's complaint against Mr. Brown, Bail Bond Regulatory Division noted that Ms. Ford actually wrote the bonds for Defendant Blackwell. Bail Bond Regulatory Division discovered discrepancies in the following documents related to these bonds: Appearance Bond for Pretrial Release (AOC-CR-201), the Memorandum of Agreement (MOA), Indemnity Agreement, and Receipt. Bail Bond Regulatory Division also noted that Ms. Ford was under Mr. Brown's active supervision at the time that Ms. Brown wrote the bonds for Defendant Blackwell; and

**WHEREAS** Bail Bond Regulatory Division's review of Ms. Ford's bond paperwork for Defendant Blackwell revealed the following problems:

1. The Memorandum of Agreement (MOA) is on an unapproved form with no form number, and incorrectly purports to be a Promissory Note with an Indemnitor signature on it in violation of 11 NCAC 13.0152(h) and (j).
2. The MOA is not signed by the bondsman, does not have a case file number on it to identify which bond it relates to in violation of N.C.G.S. § 58-71-167.
3. The MOA is undated and has no representative information as it does not contain any information identifying the bondsman or bonding company in violation of N.C.G.S. § 58-71-167.
4. There was an Indemnitor Application done when no Collateral was named on the Appearance Bond, and the Indemnity Agreement was an unapproved form with no form number in violation of 11 NCAC 13.0152(h) and (j).
5. The receipt given on May 16, 2018 for \$750.00 does not meet the requirements of 11



NCAC 13.0515. It does not show the name and address of the bail bondsman or show the total amount of the bond for which the fee is being charged and the name of the defendant. There is no information to identify which bond the payment is being applied towards.

6. There were no receipts given for premium payments made on the bond for 18CR50828 in violation of 11 NCAC 13.0515.

**WHEREAS**, Mr. Brown, as Ms. Ford's supervisor pursuant to N.C.G.S. § 58-71-41(a) at the time that Ms. Ford wrote the bonds for Defendant Blackwell, was responsible for ensuring that Ms. Ford properly executed her legal duties as surety bondsman, including making sure that the Appearance Bond for Pretrial Release (AOC-CR-201), the Memorandum of Agreement (MOA) and Indemnity Agreement that Ms. Ford completed were correct, as well as making sure that Receipts were properly issued; and

**WHEREAS** Mr. Brown and Ms. Ford initially failed to provide a MoA in response to the initial request on April 11, 2019, and only provided the MoA at the informal conference held with Bail Bond Regulatory Division on September 28, 2021 in violation of N.C.G.S. §§ 58-2-195 and 58-71-170(b); and

**WHEREAS** the Mr. Brown's failure to properly supervise Ms. Ford while she was under his active supervision, resulting in the aforementioned numerous problems with her paperwork related to Ms. Blackwell's bonds, constitutes incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State pursuant to N.C.G.S. § 58-71-80(a)(5) and N.C.G.S. § 58-71-80(a)(8) for which Mr. Brown's license is subject to disciplinary action by the Department; and

**WHEREAS**, Mr. Brown and his employees, through his agency Triple Triangle, have been utilizing unapproved forms that do not contain the necessary information in violation of 11 NCAC 13.0152(j); and

**WHEREAS**, on September 28, 2021, during an informal conference with BBRD during which legal counsel was present, Mr. Brown was advised as to the requirement that he may not write business on unapproved forms as well as the process for getting forms approved by the Department, and Mr. Brown was also advised that he and his employees must immediately cease and desist from utilizing unapproved forms in his Agency; and

**WHEREAS** Mr. Brown'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. Brown'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. 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 Mr. Brown; 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. Brown hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Brown shall pay a **civil penalty of \$1,500.00** to the Department. The form of payment shall be in the form of 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. Brown shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Brown. The civil penalty and the signed Agreement must be received by the Department no later than **December 15, 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. Brown 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 **December 15, 2021**. This Pre-licensing Education is in addition to the Continuing Education (CE) requirement for the renewal year 2022 as set forth in N.C. Gen. Stat. § 58-71-71(b).

3. Mr. Brown will provide restitution to Defendant Tosha Blackwell (a/k/a Tosha Christian) in the amount of **\$1,500.00**. Mr. Brown must attempt to provide this restitution through trackable means to Ms. Blackwell's last known address or to her current address, if that can be located, by **December 1, 2021**. Mr. Brown must provide this payment in a form that may only be deposited by Defendant Blackwell or her legally authorized representative. Proof of this payment or attempt thereof must be provided to Bail Bond Regulatory Division by close of business on **December 1, 2021**. Mr. Brown agrees to make a good faith effort to locate Ms. Blackwell in order to return payment to her. If this payment is not successfully received by Ms. Blackwell by close of business on December 1, 2021, Mr. Brown must attempt monthly to provide such payment to Ms. Blackwell and provide proof of said attempts to the Bail Bond Regulatory Division. If such attempts to reimburse Defendant Blackwell are not successful after one year, Mr. Brown shall submit these funds as Unclaimed Property to the North Carolina Department of the Treasurer and submit proof that this has been done to Bail Bond Regulatory Division.

4. Mr. Brown understands that the substance of Defendant Blackwell's June 28, 2018 complaint against Mr. Brown is still under investigation by Bail Bond Regulatory Division and is not resolved by this Agreement. Mr. Brown understands that this Agreement only resolves issues involving Mr. Brown's supervision of Ms. Ford regarding Defendant Blackwell's bonds as well as his use of unapproved forms prior to September 28, 2021. This Agreement does not preclude action against Mr. Brown's bail bonds license by BBRD related to any matters not explicitly resolved by this Agreement.

5. Mr. Brown shall obey all laws and regulations applicable to all licenses issued to him.

6. Mr. Brown enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Brown understands that he may consult with an attorney prior to entering into this Agreement.

7. This Agreement does not in any way affect the Department's disciplinary power in any



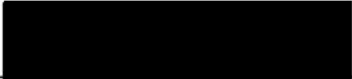
future follow-up examinations of Mr. Brown, or in any other cases or complaints involving Mr. Brown


8. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Brown 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.

9. 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.

10. This Settlement Agreement shall become effective when signed by Mr. Brown and the Department.

**N.C. Department of Insurance**

  
By: **Remus Brown**  
License No. 17376418

  
By: **Marty Sumner**  
Senior Deputy Commissioner

Date: 12/15/21

Date: 1/12/22