



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 L. BROWN,
(NPN 17376418)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Remus L. Brown ("Bail Bondsman") and the North Carolina Department of Insurance ("Department") and voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement"):

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

WHEREAS, Bail Bondsman holds a license as a surety bail bondsman ("License") issued by the Department; and

WHEREAS, in 2015, Bail Bondsman executed a surety appearance bail bond for principal Juan Carlos Diaz-Hendez in connection with judicial proceedings and, in return for doing so, Bail Bondsman received a portion of the fee paid by Mr. Diaz-Hendez on the bond; and

WHEREAS, 11 NCAC 13 .051 requires that, whenever a fee is received by a bail bondsman, a receipt shall be furnished and copies of any such receipt shall be kept by the bondsman; and

WHEREAS, N.C. Gen. Stat. § 58-71-168 requires a bondsman to maintain copies of all records relating to bail bonds for no less than three years after final entry on a bond is made; and

WHEREAS, in violation of 11 NCAC 13 .051 and N.C. Gen. Stat. § 58-71-168, respectively, Bail Bondsman did not ensure that a receipt was issued to Mr. Diaz-Hendez for his payment of the fee for the bond or maintain a copy of any such receipt;

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(7) authorizes the North Carolina Commissioner of Insurance ("Commissioner") to place on probation, suspend, revoke or refuse to renew Bail Bondsman's License for failing to comply with or violating the provisions of Article 71 of N.C. Gen. Ch. 58, including 11 NCAC 13 .051 and N.C. Gen. Stat. § 58-71-168; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner 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 issued by the Department, or as to any civil penalty or restitution; and

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning this matter; and

WHEREAS, the Parties have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon signing this Agreement, Bail Bondsman shall pay a civil penalty of **Five Hundred and No Cents (\$500.00)** to the Department. The form of payment shall be by 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." Bail Bondsman shall remit the civil penalty by certified mail, return receipt requested (attention: Tommy Walls), to the Department along with the original of this Agreement bearing Bail Bondsman's signature. The civil penalty and the signed Agreement must be received by the Department no later than April 2, 2018. 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 public schools.
2. Bail Bondsman shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Bail Bondsman. In doing so, Bail Bondsman shall, without limitation, ensure that, in compliance with 11 NCAC 13 .051 and N.C. Gen. Stat. § 58-71-168, respectively, receipts are issued for any bond Bail Bondsman writes and copies of such receipts are maintained for the required statutory period;
3. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bail Bondsman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Bail Bondsman's license may be revoked for violating an Order of the Commissioner.
4. Bail Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bail Bondsman's right to have an administrative hearing regarding this matter. Bail Bondsman understands that Bail Bondsman may consult with an attorney prior to entering into this Agreement.
5. This Agreement constitutes a complete settlement of all administrative penalties against Bail Bondsman for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Bail Bondsman or in any other complaints involving Bail

Bondsman. In the event that Bail Bondsman fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Bail Bondsman, the Department may take any administrative or legal action it is authorized to take.

6. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, any and all licenses issued by the Department to Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
7. Bail Bondsman understands and agrees that, if a state or federal regulator other than the Department has issued a permit or license to Bail Bondsman, that regulator may require Bail Bondsman to report this administrative action to it. Bail Bondsman understands and agrees that the Department cannot give Bail Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.
8. This Agreement shall become effective when signed by Bail Bondsman and the Department.


Remus L. Brown

Date: 4/10/18

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 

Teresa Knowles
Deputy Commissioner, Agent Services Division

Date: 4/27/2018

Acknowledgement

STATE OF North Carolina

COUNTY OF Guilford

I certify that Remus Lamar Brown personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Insurance Settlement.
Name or description of attached document

I further certify that (select one of the following identification options):

I have personal knowledge of the identity of the principal(s)

I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC Driver License
type of identification

A credible witness, _____, has sworn or affirmed to me the
name of credible witness

identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.

Date: 4-10-2018

Notary Public



Alice Sharp

Typed or Printed Notary Name

My commission expires: 4-3-22

(Official Seal)

