

BEFORE THE COMMISSIONER OF INSURANCE

VOLUNTARY SETTLEMENT AGREEMENT

NOW COME, Suncere D. Brown (hereinafter "Ms. 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 enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Ms. Brown holds active licenses as a surety bail bondsman and bail bond runner issued by the Department; and

WHEREAS, Ms. Brown bonded Kekoa Williams, who was charged with misdemeanor larceny, in Vance County, North Carolina on January 20, 2017, through the Perry Bail Bond agency under the name of James Perry, the owner of the agency. The bond amount was \$500.00, and the fee was \$75.00, which Ms. Brown received from Latrece Jordan, the cosigner of the bond; and

WHEREAS, Ms. Brown obtained an Indemnity Agreement and Guaranty in connection with Kekoa Williams' bond which was signed by the cosigner, Latrece Jordan, but portions of the form were left substantially unfilled; and

WHEREAS, Ms. Brown filled in the remaining portions of the Indemnity Agreement and Guaranty agreement herself after it had already been signed by Latrece Jordan; and

WHEREAS, Ms. Brown subsequently surrendered, and agreed to re-bond, Kekoa Williams on or about November 11, 2017 on the same criminal charges in Vance County, North Carolina; and

WHEREAS, Ms. Brown and Ms. Jordan, as co-signer, again signed and executed an Indemnity Agreement and Guaranty on November 11, 2017; and

WHEREAS, This Indemnity Agreement and Guaranty was not listed as collateral received by Ms. Brown on the affidavit section of the Appearance Bond for Pretrial Release that was entered on November 16, 2017; and

WHEREAS, the Indemnity Agreement and Guaranty form used by Ms. Brown did not contain a form number and was not submitted to the Department for review and approval prior to its use; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(5), 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 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, pursuant to N.C. Gen. Stat. § 58-71-80(a)(8), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes when in the judgement 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, Ms. Brown's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(5) and N.C. Gen. Stat. § 58-71-80(a)(8) for demonstrating dishonest practices and untrustworthiness by completing an Indemnity Agreement and Guaranty after having it signed in blank by the co-signor; and

WHEREAS, N.C. Gen. Stat. § 58-71-140(d)(4) provides that a Bondsman shall file with the Clerk of Court an affidavit on a form that includes the name of the person from whom collateral security is received and the amount of the collateral security listed in detail; and

WHEREAS, 11 NCAC 13.0512(h) provides that "all indemnity agreements or other security agreements shall be considered as collateral security and shall be listed and described on the form provided by the Administrative Office of the Courts;" and

WHEREAS, Ms. Brown violated N.C. Gen. Stat. § 58-71-140(d)(4) and 11 NCAC 13.0512(h) by failing to include the Indemnity Agreement and Guaranty as collateral on the Affidavit portion of the Appearance Bond for Pretrial Release; and

WHEREAS, 11 NCAC 13.0512(j) provides that "all agreements and contracts with defendants or anyone on behalf of the defendant, shall have a form number and the license number of the bail bondsman printed thereon and shall be submitted to the Department for approval according to the standards in these Rules;" and

WHEREAS, Ms. Brown violated 11 NCAC 13.0512(j) by failing to include a form number on her Indemnity Agreement and Guaranty and seeking and obtaining approval by the Department of that form; 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, Ms. Brown's license is subject to possible revocation or suspension under N.C. Gen. Stat. § 58-71-80(a)(7) for the above referenced violations of Article 71 of Chapter 58 and the administrative rules governing licensee's under this Article; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Ms. 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 Ms. 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 Ms. Brown hereby agree to the following:

1. Immediately upon her signing of this document, Ms. Brown shall pay a **civil penalty of \$1,000.00** 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." Ms. Brown shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Brown. The civil penalty and the signed Agreement must be received by the Department no later than **July 8, 2019**. 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. Ms. Brown agrees to cooperate and participate with any requests made by the Department for her to testify in any potential Department administrative hearing involving other licensees or matters that she may have knowledge of.

3. Ms. Brown shall obey all laws and regulations applicable to all licenses issued to her.

4. Ms. Brown enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Brown understands that she may consult with an attorney prior to entering into this Agreement.

5. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Ms. Brown, or in any other cases or complaints involving Ms. Brown.

6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. 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.

7. 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.

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

N.C. Department of Insurance

[Redacted Signature]

By: **Suncere D. Brown**
License No. 0008393663

[Redacted Signature]

By: **Marty Sumner**
Deputy Commissioner

Date: 7-1-2019

Date:

[Redacted Signature]

My Commission Expires: 9-25-2019

