

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

UNITED STATES OF AMERICA

v.

NICOLE CARRIE

* **CRIMINAL NO.:** 14-239

* **SECTION:** K

* **VIOLATION:** 18 USC § 371

* * *

FACTUAL BASIS

Had this matter proceeded to trial, the government would have proven beyond a reasonable doubt, through the introduction of relevant, competent, and admissible testimony and other evidence, the following facts to support the allegations against the defendant, **NICOLE CARRIE**.

At all times material to this factual statement, the Louisiana Department of Insurance had the power and authority to issue and revoke bail producer licenses that permitted qualified individuals to function as bail bondsmen within the State of Louisiana. Louisiana state law prohibited any person from soliciting, negotiating, or effecting bail bond contracts without a valid bail producer license. At no time relevant to this Bill of Information was Bail Bondsman A licensed by the Louisiana Department of Insurance. The defendant, **NICOLE CARRIE**, knew that Bail Bondsman A was not a licensed bail bondsman, and that Bail Bondsman A was

soliciting, negotiating, and effecting commercial bail bond contracts without a valid license from a bail bond business located at 538 S. Broad Street in New Orleans.

All commercial bail bonds for Criminal District Court for the Parish of Orleans were processed through the Magistrate Clerk's Office. At the request of a bail bondsman, a deputy clerk in the Magistrate Clerk's Office, designated as a bond clerk, would prepare a typed bail bond form stating the defendant's name, the criminal charge, the bail amount for the charge, and the name of the insurance company underwriting the commercial bail bond. The bondsman was then required to present to a bond clerk an executed power of attorney from the insurance underwriter, authorizing the bondsman to sign the bail bond as attorney-in-fact for the insurance company. The bondsman was then required to sign the bail bond document in the presence of a bond clerk as the attorney-in-fact for the insurance company. A bond clerk was required to personally witness and attest that the signature of the bondsman was, in fact, signed by the named bondsman and in the presence of the bond clerk. These requirements were designed to prevent fraud by ensuring that only authorized and licensed individuals were acting as bondsmen in accordance with the laws of the State of Louisiana, and that only authentic signatures, actually made by the individuals they purported to represent, were affixed to the official bond documents. The bondsman was then responsible for transmitting a copy of the executed power of attorney to the insurance underwriter.

After an insurance company became a surety for a criminal defendant, notice of the criminal defendant's next court date would be sent from the Clerk's Office to the defendant and the insurance company's attorney-in-fact by U.S. mail or personal delivery. Notice of any bond forfeiture judgment would also be sent to the insurance company by a deputy clerk by U.S. mail.

The defendant began working for Bail Bondsman A around 2000. She obtained a valid bail producer license from the Louisiana Department of Insurance in or around June 2004. She sought and obtained this license at the request of Bail Bondsman A. From about June 2004 through in or around February 2010, the defendant was an appointed agent of Insurance Company A, authorized to execute bail bond contracts in the company's name through limited powers of attorney. The defendant was appointed as a non-liable agent under liable agent Bail Bondsman D. Her license was renewed around April 2007 and again in May 2009. Her bail license lapsed in April 2011. The defendant permitted Bail Bondsman A to use her name, sign her signature, and otherwise operate as a bail bondsman under her name, license, and insurance appointments. In this regard, on or about September 6, 2006, Bail Bondsman A signed the defendant's name as executing agent to a power of attorney issued by Insurance Company A in the amount of eleven thousand dollars (\$11,000.00) and on that date signed the defendant's name as attorney-in-fact for Insurance Company A on a bail bond contract, binding the insurance company as surety in the amount of ten thousand dollars (\$10,000.00). Bail Bondsman A then caused these powers of attorney and the bail bond contracts to be filed with the Criminal District Court Clerk of Court and the Orleans Parish Criminal Sheriff. Likewise, on or about August 27, 2009, Bail Bondsman A signed the defendant's name as executing agent to a power of attorney issued by Insurance Company A in the amount of thirty-one thousand dollars (\$31,000.00). On that same date, Bail Bondsman A signed the defendant's name as attorney-in-fact for Insurance Company A on a bail bond contract, binding the insurance company as surety in the amount of twenty-five thousand dollars (\$25,000.00) and caused the power of attorney and bail bond contract with the Criminal District Court Clerk of Court and the Orleans Parish Criminal Sheriff. In August 2009, Bail Bondsman A also caused a power of

attorney to be mailed by commercial carrier from an agent of Insurance Company A to Bail Bondsman A's bail bond business located at 538 S. Broad Street in New Orleans.

The defendant also worked as a legal assistant for Bail Bondsman D at his office located at 1465 North Broad Street, in New Orleans from in or around September 2006 through in or around September 2013. 2601 Lepage Street was also an alternative address for the office. In her capacity as a legal assistant, the defendant prepared legal pleadings to defend Bail Bondsman A's bail business in court proceedings from sometime in 2007 through at least November 2009. In November 2009, the defendant also assisted in preparing court pleadings for Bail Bondsman A in the name of Insurance Company A.


From in or around July 2011 through in or around July 2012, Bail Bondsman A continued to solicit, negotiate, and effect commercial bail bond contracts in the name of Insurance Company B. The powers of attorney were caused to be delivered to 2601 Lepage Street, New Orleans, by commercial carrier. Similarly, Bail Bondsman A solicited, negotiated, and effected numerous commercial bail bonds prepared by the Clerk's Office and thereafter deposited, or caused to be deposited, carbon copies of all executed powers of attorney to be delivered to insurance companies' agents by commercial carrier. On or about October 7, 2011, Bail Bondsman A caused fifteen powers of attorney for Insurance Company B to be shipped by UPS to 2601 Lepage Street, Suite 202, in New Orleans.

Limited Nature of Factual Basis

This proffer of evidence is not intended to constitute a complete statement of all facts known by the defendant, the defendant, but rather is a minimum statement of facts intended to prove the necessary factual predicate for the guilty plea. The limited purpose of this proffer is to

demonstrate that there exists a sufficient legal basis for the defendant's plea of guilty to Count 1 of the Bill of Information.

APPROVED AND ACCEPTED:



NICOLE CARRIE (date)
Defendant

 10/29/14

MICHAEL B. REDMANN (date)
Assistant United States Attorney

 10/29/2014

ANDREW J. DUFFY (date)
Counsel for Nicole Carrie