

**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
JOSHUA TRAVIS COLLINS,
(NPN 17148162)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Joshua Travis Collins ("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 bail bonding laws of this State and for licensing and regulating professional bail bondsmen, surety bail bondsmen, and runners; and

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

WHEREAS, Rodney Earl Alligood ("Alligood") held a license as a surety bail bondsman issued by the Department from September 22, 2016 until Alligood's license lapsed on July 1, 2019; and

WHEREAS, on June 10, 2017, Alligood executed secured bonds for the pretrial release of Antonio Donte Williams in *State v. Williams*, 16CR000526 (Wilson Co.), *State v. Williams*, 16CR700765 (Wilson Co.), and *State v. Williams*, 17CR052305 (Nash Co.); and

WHEREAS, Antonio Donte Williams subsequently failed to appear for his October 9, 2017 court date in *State v. Williams*, 16CR700765 (Wilson Co.), and also failed to appear for his December 5, 2017 court date in *State v. Williams*, 16CR000526 (Wilson Co.); and

WHEREAS, on the evening of December 6, 2017, Bail Bondsman and Alligood attempted to capture Antonio Donte Williams in Wilson, North Carolina, but instead encountered a different person walking down the street approximately a block away from Antonio Donte Williams' home; and

WHEREAS, Bail Bondsman and Alligood misidentified the person they encountered as Antonio Donte Williams on the evening of December 6, 2017; and

WHEREAS, the man Bail Bondsman and Alligood encountered was in fact Anthony Wilson, not Antonio Donte Williams; and

WHEREAS, on December 6, 2017, after Anthony Wilson told Bail Bondsman and Alligood that he was not Antonio Donte Williams, Bail Bondsman and Alligood chased Anthony Wilson several blocks and eventually into Anthony Wilson's home, which was not located at the home address for Antonio Donte Williams provided to Alligood in the Bail Bond Application and Agreement; and

WHEREAS, after entering Anthony Wilson's home on December 6, 2017, Alligood assaulted, tasered, handcuffed, and detained Anthony Wilson; and

WHEREAS, after putting Anthony Wilson in their vehicle, Bail Bondsman and Alligood were presented with identification showing that Anthony Wilson was not Antonio Donte Williams; and

WHEREAS, Bail Bondsman and Alligood then released Anthony Wilson; and

WHEREAS, Bail Bondsman's actions on December 6, 2017 were coercive and demonstrated incompetence in the conduct of business in this State and constitute grounds for the suspension, probation, revocation or nonrenewal of Bail Bondsman's North Carolina surety bail bondsman license under N.C. Gen. Stat. § 58-71-80(a)(5); and

WHEREAS, Bail Bondsman's actions on December 6, 2017 demonstrated incompetency and constitute grounds for the suspension, probation, revocation or nonrenewal of Bail Bondsman's North Carolina surety bail bondsman license under N.C. Gen. Stat. § 58-71-80(a)(8); and

WHEREAS, the violations of law set forth above authorize the Commissioner to place on probation, suspend, revoke, or refuse to renew Bail Bondsman's License; 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 these matters by consent before the Department initiates an administrative hearing concerning these matters; and

WHEREAS, the Parties have reached a mutually agreeable resolution of these matters 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 One Thousand Dollars and No Cents (\$1,000.00) 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.” The original of this Agreement bearing Bondsman’s signature shall be mailed to the Department (Attention: Mark Bradrick, BBRD), so as to be received no later than May 14, 2021. Bondsman shall remit the civil penalty to the Department by certified mail, return receipt requested (attention: Mark Bradrick, BBRD), to the Department. The penalty payment must be received by the Department no later than May 14, 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 public schools.

2. On or before June 30, 2021, Bail Bondsman shall complete 12 hours of pre-licensing education in lieu of the otherwise required 3 hours of continuing education.
3. 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.
4. 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.
5. 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.
6. 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 Bondsman, the Department may take any administrative or legal action it is authorized to take.
7. 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, the License 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.
8. 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.

9. This Agreement shall become effective when signed by Bail Bondsman and the Department.


Joshua Travis Collins

Date: 5/20/21

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 
Marty Sumner

Date: 5/24/21