

**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 ANTOINETTE MILLER  
LICENSE NO. 0014398316**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Antoinette Miller (hereinafter "Ms. Miller") 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 the enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

**WHEREAS**, Ms. Miller holds active licenses as a Professional Bail Bondsman and Surety Bail Bondsman issued by the Department; and

**WHEREAS**, Ms. Miller, in connection with bonds written on Mr. Walter R. Johnson, II in Lenoir County (18CR51400, 18CR51430, 18CR52911 and 19CR50603) improperly completed the Appearance Bond for Pretrial Release (ABPR) forms, failure to complete Memorandums of Agreements (MOA) for each Appearance Bond; in addition, Ms. Miller failed to return the bond premiums paid upon surrender of Mr. Johnson to the court on March 23, 2019, and failed to provide properly completed receipts in bond transactions; and

**WHEREAS**, NC Gen. Stat. § 58-71-80(a)(5), among other things, provides that the Commissioner may deny, place on probation, suspend, revoke or refuse to renew any license of a licensee 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**, NC Gen. Stat. § 58-71-140 (d) provides that professional bondsmen, surety bondsmen, and runners shall file with the clerk of court having jurisdiction over the principal and affidavit on a form furnished by the Administrative Office of the Courts which shall include but not limited to: (1) If applicable, a statement that the bondsman has not, nor has anyone for the bondsman's use, been promised or received any collateral security or premium for executing this appearance bond; (2) If promised a premium, the amount of premium promised and the due date; (3) If the bondsman has received a premium, the amount of the premium received; (4) If given collateral security, the name of the person from whom it is received and the nature and amount of the collateral security listed in detail; and

**WHEREAS**, Ms. Miller violated NC Gen. Stat. § 58-71-140 (d) by improperly completing the APBR; and

**WHEREAS**, NC Gen. Stat § 58-71-167 provides:

(a) In any case where the agreement between principal and surety calls for some portion of the bond premium payments to be deferred or paid after the defendant has been released from custody, a written memorandum of agreement between the principal and surety shall be kept on file by the surety with a copy provided to the principal, upon request. The memorandum shall contain the following information: (1) The amount of the premium payment deferred or not yet paid at the time the defendant is released from jail. (2) The method and schedule of payment to be made by the defendant to the bondsman, which shall include the dates of payment and amount to be paid on each date. (3) That the principal is, upon the principal's request, entitled to a copy of the memorandum.

(b) The memorandum must be signed by the defendant and the bondsman, or one of the bondsman's agents, and dated at the time the agreement is made. Any subsequent modifications of the memorandum must be in writing, signed, dated, and kept on file by the surety, with a copy provided to the principal, upon request. (1991, c. 644, s. 22.)

**WHEREAS**, Ms. Miller violated NC Gen. Stat § 58-71-167 by failing to complete MOAs for each appearance bond; and

**WHEREAS**, NC Gen. Stat. § 58-71-20 provides: At any time before there has been a breach of the undertaking in any type of bail or fine and cash bond the surety may surrender the defendant to the sheriff of the county in which the defendant is bonded to appear or to the sheriff where the defendant was bonded; in such case the full premium shall be returned within 72 hours after the surrender. The defendant may be surrendered without the return of premium for the bond if the defendant does any of the following: (1) Willfully fails to pay the premium to the surety or willfully fails to make a premium payment under the agreement specified in G.S. 58-71-167. (2) Changes his or her address without notifying the surety before the address change. (3) Physically hides from the surety. (4) Leaves the State without the permission of the surety. (5) Violates any order of the court. (6) Fails to disclose information or provides false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any State or federal court. (7) Knowingly provides the surety with incorrect personal identification or uses a false name or alias.

**WHEREAS**, Ms. Miller violated NC Gen. Stat. § 58-71-20 by not returning the premium paid for the bond in connection with 19CR50603; 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 (Form AOC-CR-201 or its successor) entitled "Appearance Bond for Pretrial Release".

**WHEREAS**, Ms. Miller violated 11 NCAC 13 .0512(h) by improperly completing the ABPRs with respect to required MOA information; and

**WHEREAS**, 11 NCAC 13 .0515 provides that whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant. Copies of all receipts issued shall be kept by the bail bondsman. All receipts issued must: (1) be prenumbered by the printer and used and filed in consecutive numerical order, (2) show the name and address of the bail bondsman, (3) show the amount and date paid, (4) show the name of the person accepting payment, (5) show the total amount of the bond for which the fee is being charged and the name of the defendant; and

**WHEREAS**, Ms. Miller did not comply with the provisions of 11 NCAC 13 .0515 by failing to provide properly completed receipts in connection with the bonds written on Mr. Johnson; and

**WHEREAS**, Ms. Miller's actions in connection with the bonds written on Mr. Johnson demonstrate incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or any other jurisdiction, which pursuant to the provisions of NC Gen. Stat. § 58-71-80(a)(5) are a basis for the Commissioner to deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes; 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 North Carolina General Statutes or of any order, rule or regulation of the Commissioner; and

**WHEREAS**, Ms. Miller admits to the violations set out herein; and

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


1. Immediately upon his signing of this document, Ms. Miller shall pay a **civil penalty of \$1,000.00** to the Department. The form of payment shall be in 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. Miller shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Miller. The civil penalty and the signed Agreement must be received by the Department no later than **March 20, 2020**. 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. Miller shall return the \$3,100.00 premium paid for the bonds written on Mr. Walter J. Johnson within 72 hours of the signing of this Agreement and provide evidence of such payment to this Department.
3. As a condition of continuing to be licensed as a Professional and Surety Bail Bondsman, Ms. Miller will be required to comply with the provisions of N.C. Gen.

Statute § 58-71-71(a) and retake and complete at least 12 hours of education as provided by an approved provider in subjects pertinent to the duties and responsibilities of a bail bondsman including all laws and regulations related to being a bail bondsman, to be completed no later than March 20, 2020.

4. Ms. Miller enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Miller 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. Miller, or in any other cases or complaints involving Ms. Miller.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Miller understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a Professional and Surety 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. Any and 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. Miller and the Department.

**N. C. Department of Insurance**

  
**By: Antoinette Miller**  
**License No. 0014398316**

  
**By: Marty Sumner**  
**Senior Deputy Commissioner**

Date: 3/12/2020

Date: 3/26/2020