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**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
CHARLES MILLER
(NPN 8392575)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Charles Miller (hereafter "Bail Bondsman") and the North Carolina Department of Insurance (hereafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereafter "Agreement");

WHEREAS, the Department has the authority and responsibility for regulating and licensing professional bail bondsmen, surety bail bondsmen, and bail bond runners; and

WHEREAS, Bail Bondsman currently holds active licenses as a professional bail bondsman and as a surety bail bondsman issued by the Department; and

WHEREAS, Bail Bondsman failed to comply with the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes and rules or regulations of the Department as set out herein; and

WHEREAS, N.C. Gen. Stat. §58-71-165 requires each professional bail bondsman to file with the Department a written report fully describing all bail bonds on which the bondsman is liable as of each first day of each month; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-165 by failing to file all required monthly reports in compliance with this statute; and

WHEREAS, N.C. Gen. Stat. §58-71-145 requires each professional bail bondsman to maintain at least one-eighth the amount of all bonds or undertakings on which he is absolutely or conditionally liable as of the first day of the current month; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-145 by failing to maintain the minimum required security deposits in July 2011 and June 2012; and

WHEREAS, N.C. Gen. Stat. §58-71-167(b) requires a written memorandum of agreement between the defendant and the bondsman to be signed by the defendant and the bondsman or one of the bondsman's agents, and dated at the time the agreement is made; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. §58-71-167(b) by failing to adhere to the above requirements in the memoranda of agreements provided to the Department for Chrystal Duncan and Dorian Bennett; and

WHEREAS, 11 NCAC 13.0512(j) requires all agreements and contracts with defendants or anyone on behalf of the defendant, to contain a form number and license number of the bail bondsman and requires that such documents shall be submitted to the Department for approval; and

WHEREAS, Bail Bondsman violated 11 NCAC 13.0512(j) by utilizing memoranda of agreements that did not comply with this administrative rule and were not approved by the Department; and

WHEREAS, 11 NCAC 13.0515(5) requires all receipts issued by a bail bondsman to show the total amount of the bond for which the fee is being charged and the name of the defendant; and

WHEREAS, Bail Bondsman violated 11 NCAC 13.0515(5) by issuing receipts that did not comply with that administrative rule; and

WHEREAS, Bail Bondsman's violations of N.C. Gen. Stat. §58-71-165, N.C. Gen. Stat. §58-71-145, N.C. Gen. Stat. §58-71-167(b), 11 NCAC 13.0512(j) and 11 NCAC 13.0515(5) subject Bail Bondsman's licenses to revocation or suspension under N.C. Gen. Stat. §58-71-80(a)(7) based on Bail Bondsman's violations of the Article 71 of Chapter 58 of the North Carolina General Statutes and Bail Bondsman's violations of rules or regulations of the Department; 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 issued by the Department, or as to any civil penalty or restitution; and

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

WHEREAS, the parties to this Agreement 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 **Nine Thousand Five Hundred Dollars (\$9,500.00)** to the Department. The form of payment shall be 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, to the Department along with the original of this Agreement bearing the signature of Bail Bondsman. The civil penalty and the signed Agreement must be received by the Department no later than September 9, 2014. 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. Bail Bondsman shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to Bail Bondsman.

3. The parties to this Agreement 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 licenses 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 these matters. Bail Bondsman understands that Bail Bondsman 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 examinations 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.

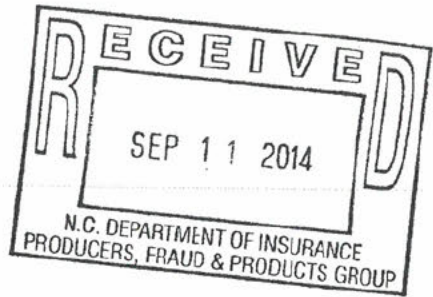
6. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, any and all licenses issued by the Department to Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman.

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

[Redacted]

Charles Miller

Date: 9/5/14



NORTH CAROLINA DEPARTMENT OF INSURANCE

[Redacted]

By:

Angela K. Ford
Senior Deputy Commissioner

Date: 9/11/14