

**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
MAXINE MCMILLAN WILLIAMS,
(NPN # 19658547)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Maxine McMillan Williams (hereinafter "Bail Bondsman") and the Bail Bond Regulatory Division of the North Carolina Department of Insurance (hereinafter "BBRD"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement"):

WHEREAS, BBRD regulates and licenses professional bail bondsmen, accommodation bail bondsmen, surety bail bondsmen, and runners in North Carolina; and

WHEREAS, Bail Bondsman currently holds a surety bail bondsman license first issued by BBRD on September 15, 2020; and

WHEREAS, Bail Bondsman electronically submitted a Surety Bail Bondsman New License Application, Application No. 223814 (the "Application"), seeking initial licensure as a surety bail bondsman in March 2020; and

WHEREAS, Bail Bondsman indicated in the Application that she had been previously convicted of a felony, misdemeanor, or traffic crime, and represented on the Application that she was mailing a written statement explaining the circumstances of each criminal conviction, together with copies of the charging documents and documents demonstrating the resolution of the charges, to BBRD's agent Pearson VUE; and

WHEREAS, contrary to Bail Bondsman's representation in the Application, the requested documents relating to Bail Bondsman's' prior criminal convictions were not received by mail by Pearson VUE or BBRD; and

WHEREAS, in response to inquiries from BBRD in July 2020, Bail Bondsman electronically provided a statement and certain documents to BBRD regarding her April 25, 2019 Duplin County criminal convictions for obstruction of justice, providing false information to law enforcement, driving with license revoked, and speeding, as well as a subsequent Duplin County probation violation that resulted in Bail Bondsman serving 10 days active confinement; and

WHEREAS, Bail Bondsman failed to provide BBRD with the requested records and written statements explaining the circumstances of, among other prior criminal convictions, (1) her February 8, 2019 conviction for driving with license revoked in Wayne County; (2) her December 21, 2018 conviction for driving with license revoked in Duplin County; and (3) her

August 30, 2017 conviction for driving with license revoked in Duplin County; and

WHEREAS, Bail Bondsman certified to BBRD in the Application that she was “aware that submitting false information and omitting pertinent or material information in connection with this application is grounds for license revocation or denial of the license and may subject me to civil or criminal penalties[;]” and

WHEREAS, North Carolina General Statute § 58-71-80(a)(3) authorizes the Commissioner to “deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article” for “[m]aterial misstatement, misrepresentation, or fraud in obtaining the license[;]” and

WHEREAS, Bail Bondsman’s material misstatements in the Application and omission of material information as set forth above authorize the Commissioner to place on probation, suspend, revoke, or refuse to renew Bail Bondsman’s North Carolina surety bail bondsman license; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner has the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person’s license issued by BBRD, or as to any civil penalty or restitution; and

WHEREAS, Bail Bondsman has agreed to settle, compromise, and resolve the matters referenced in this Agreement on behalf of herself, and BBRD has agreed not to pursue additional civil ramifications; including penalties, sanctions, remedies, or restitution based on these matters against Bail Bondsman; and

WHEREAS, the parties to this Agreement mutually wish to resolve these matters by consent before BBRD initiates an administrative hearing, and have reached a mutually agreeable resolution of these matters as set out in this Agreement.

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Bail Bondsman and BBRD hereby agree to the following:

1. Immediately upon signing this Agreement, Bail Bondsman shall pay a civil penalty of five hundred dollars (\$500.00) to BBRD. 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 made payable to the “North Carolina Department of Insurance.” Bail Bondsman shall mail the civil penalty payment and signed Agreement to BBRD at the following address: “North Carolina Department of Insurance, Bail Bond Regulatory Division, ATTN: Jeff Blank, 106 Baker Road, Archdale, NC 27263.” **The civil penalty payment and signed Agreement must be received by BBRD no later than Friday, August 6, 2021.** The civil penalty payment 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. 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.
3. This Agreement does not in any way affect the North Carolina Department of Insurance's or BBRD's disciplinary power in any future examination of Bail Bondsman or with regard to any complaint involving Bail Bondsman.
4. Bail Bondsman and BBRD 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 acknowledges that she consulted with her attorney prior to entering into this Agreement.
6. This Agreement, when finalized, will be a public record and will **not** be held confidential by the North Carolina Department of Insurance or BBRD. Following the execution of this Agreement, the North Carolina surety bail bondsman license issued to Bail Bondsman shall reflect that Regulatory Action has been taken against her. The North Carolina Department of Insurance and BBRD routinely provide copies of voluntary settlement agreements to all companies that have appointed the licensee.
7. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
8. Be aware that if a state or federal regulator other than the North Carolina Department of Insurance has issued an occupational or professional 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 North Carolina Department of Insurance and BBRD cannot give Bail Bondsman legal advice as to the specific reporting requirements of other state and federal regulators.
9. This Agreement shall become effective when signed by Bail Bondsman and BBRD.

[SIGNATURE PAGE FOLLOWS]

[REDACTED]

MAXINE McMILLAN WILLIAMS

Date: 8-4-21

BAIL BOND REGULATORY DIVISION OF THE
NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [REDACTED]
Marty Sumner, Senior Deputy Commissioner

Date: 8/10/21