

New Hanover, City.

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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A.S. - N.C.D.O.I.
JUN 7 2005
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PROCESSOR [REDACTED]

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF SHAWN WILLIAMS

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Shawn Williams (hereinafter "Williams") 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 regulation of bail bondsmen and runners; and

WHEREAS, Williams holds an active license as a surety bondsman issued by the Department; and

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WHEREAS, the Department has received a consumer complaint about Williams' bail bond business and has conducted an investigation regarding this complaint; and

WHEREAS, Williams has violated N. C. Gen. Stat. § 58-71-95(5) by failing to refund money to his client Beth Mansy within seventy-two hours which is grounds for suspension or revocation of Williams's license under N.C. Gen. Stat. § 58-71-80(4),(5) and (8); and

WHEREAS, Williams has failed to maintain records under N.C. Gen. Stat. § 58-71-168 by failing to produce records for his client Strisand Hodges; and

WHEREAS, Williams's violations of the above-referenced statutes are sufficient grounds for the Department to institute proceedings to revoke or suspend Williams's license; and

WHEREAS, Williams has refunded the amounts wrongfully withheld to the person entitled to the funds; and

WHEREAS, Williams 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 Williams; 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 the consideration of the promises and agreements set out herein, the Department and Williams hereby agree to the following:

1. Contemporaneously with the execution of this document, Williams shall pay a civil penalty of five hundred dollars (\$500.00) to the Department. The check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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. Williams shall obey all laws and regulations applicable to a licensed surety bondsman.

3. Williams enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Williams understands that he may consult with an attorney prior to entering into this Agreement.

4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Williams, or in any other cases or complaints involving Williams.

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Williams understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a bail bondsman's license may be revoked for violating an Order of the Commissioner.

6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

This the 3 day of ~~April~~^{June}, 2005.

By: 
Shawn Williams

By:  6/7/05
North Carolina Department of Insurance
Angela K. Ford, Senior Deputy Commissioner