

**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  
WILLIE GRAY  
LICENSE NO. 0008392556**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Willie Gray (hereinafter "Mr. Gray") 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**, Mr. Gray holds an active license as a surety bail bondsman issued by the Department; 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 this Article or of any order, subpoena, rule or regulation of the Commissioner or person with similar regulatory authority in another jurisdiction; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-20 provides that 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 he surrender. The defendant may be surrendered without the return of premium for the bond if the defendant does any of the following; (1) Willingly 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 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; and

**WHEREAS**, N.C. 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 the 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 the 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 to the memorandum must be in writing, signed, dated and kept on file by the surety, with a copy provided to the principal upon request.

**WHEREAS**, Mr. Gray wrote eleven (11) bonds on Akeem Malik, the premium for five (5) of the bonds were paid initially. Six (6) of the bonds had a partial Memorandum of Agreement (MOA) but did not reflect what premium payments were made thereon. Mr. Gray surrendered Mr. Malik on all eleven bonds for non-payment. All eleven bonds were bunched together for one payment and no record was made of what money was paid in connection with what bond. None of the receipts for payments were completed properly; and

**WHEREAS**, Mr. Gray improperly surrendered Mr. Malik without proof of non-payment of the bond premium; and

**WHEREAS**, Mr. Gray's violations of the provisions of N.C. Gen. Stat. § 58-71-167 (a) (1), (2), (3) and (b) and 58-71-20 demonstrate a failure to comply with and/or a violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Mr. Gray's surety bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. § 58-71-80(a)(7); and

**WHEREAS**, Mr. Gray admits to the violations set out herein; and

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


1. Immediately upon his signing of this document, Mr. Gray shall pay a **civil penalty of \$11,000.00** 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." Mr. Gray shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Gray. The civil penalty and the signed Agreement must be received by the Department no later than **January 17, 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. Mr. Gray agrees and is required to refund all of the premiums paid for the eleven bonds written on Mr. Malik in the amount of \$4,800.00 to the persons who paid the premiums within sixty days of October 16, 2019, the day of the informal conference held with Mr. Gray, and provide the Department with proof of such payments; and with respect to the writing of new (replacement) bonds for Mr. Malik, Mr. Gray agrees and is required to comply with the bail bonds laws, and in particular, those applicable to situations involving MOAs, and provide proof to the Department that such was done.
3. Mr. Gray shall obey all laws and regulations applicable to all licenses issued to him.
4. Mr. Gray enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Gray understands that he 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 Mr. Gray, or in any other cases or complaints involving Mr. Gray.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Gray understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a 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. 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 Mr. Gray and the Department.

**N.C. DEPARTMENT OF INSURANCE**

  
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By: Willie Gray  
License No. 0008392556

  
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By: Marty Sumner  
Senior Deputy Commissioner

Date: 11-25-19

Date: 12/13/19