



# 112886

**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  
SHELTON T. LEAKE  
LICENSE NO. 0010011773**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Shelton T. Leake (hereinafter "Mr. Leake") 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 enforcement of insurance laws of this State, and for regulating and licensing bail bondsmen; and

**WHEREAS**, Mr. Leake 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 of Article 71 of Chapter 58 of the North Carolina General Statutes or of any order, rule or regulation of the Commissioner; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-167(a), provides that 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, and shall include the information required in subsections (1), (2) and (3) thereof; and

**WHEREAS**, a Department investigation revealed that Mr. Leake wrote two (2) appearance bonds in the total amount of \$26,000.00 for Elizabeth Virtue in the District Court of Iredell County for a total premium of \$2600.00; and

**WHEREAS**, there was a difference of opinion between the parties as to how the premium would be paid; and

**WHEREAS**, Mr. Leake indicated that he offered to purchase the vehicle for \$1500.00 and apply the proceeds to the total premium due; and

**WHEREAS**, Ms. Virtue was of the opinion that the vehicle was to be used as collateral for payment of the premium; and

**WHEREAS**, in either event, an additional \$1100.00 was due and payable; and under such circumstances, N.C. Gen. Stat. § 58-71-167(a) requires that a written memorandum of agreement between the principal and the surety be created with respect to how and when the remainder of the premium would be paid; and

**WHEREAS**, Mr. Leake created no written agreement regarding how or when the balance of the premium would be paid, and Mr. Leake therefore was in violation of N.C. Gen. Stat. § 58-71-167(a); and

**WHEREAS**, Mr. Leake admits to the violation set out herein; and

**WHEREAS**, Mr. Leake's violation of N.C. Gen. Stat. § 58-71-167(a) demonstrates 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. Leake's surety bail bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. § 58-71-80(a)(7); and

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

1. Immediately upon his signing of this document, Mr. Leake shall pay a **civil penalty of \$250.00** to the Department. The form of payment shall be in the form of 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. Leake shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Leake. The civil penalty and the signed Agreement must be received by the Department no later than **October 23, 2017**. 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. Leake shall obey all laws and regulations applicable to all licenses issued to him.

3. Mr. Leake enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Leake 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 Mr. Leake, or in any other cases or complaints involving Mr. Leake.

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Leake 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. 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.

7. This Settlement Agreement shall become effective when signed by Mr. Leake and the Department.

This the 1 day of Nov, 2017.



By: Shelton T. Leake  
License No. 0010011773

By: Hasije P. Harris  
Senior Deputy Commissioner  
PHP Group