

**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)
SHAWN D. MCLEAN)
NATIONAL PRODUCER # 16168306)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COMES Shawn McLean (hereinafter, "McLean") 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, "Agreement"):

WHEREAS, the BBRD has the authority and responsibility for enforcement of the insurance laws of this State and for regulating and licensing surety bail bondsmen; and

WHEREAS, McLean currently holds an active license as a surety bail bondsman; and

WHEREAS, McLean wrote bonds on family members Larry Dowdy and Martasia Dowdy, his daughter in 2014 and 2015, respectively. In an attempt to avoid a bond forfeiture on Martasia Dowdy, McLean contacted family members, including Mrs. Tamekia Dowdy, Larry's wife and Martasia's mother, by Facebook messenger and used an expletive after repeated attempts to locate Defendant Martasia Dowdy who appeared to abscond after missing her court date; and

WHEREAS, after receiving valid information for Defendant Martasia Dowdy's location from Larry Dowdy, McLean went to the job of Mrs. Tamekia Dowdy and retrieved the Defendant Martasia Dowdy; and

WHEREAS, Mrs. Dowdy filed a complaint with Agent Services against McLean alleging that he used expletives when communicating with her and was upset that he came to her job to retrieve her daughter Martasia who was with her and in her presence; and

WHEREAS, a review of the records requested from McLean from the bail bond transactions of Larry Dowdy and Martasia Dowdy show that McLean failed to provide proper and accurate receipts of the monies received from both defendants; and

WHEREAS, a further review of the bond documents of Defendants Larry Dowdy and Martasia Dowdy show that McLean accepted partial payment of the bond premium and was

required by statute to complete a Memorandum of Agreement outlining the terms of the agreement; and

WHEREAS, McLean failed to provide the BBRD with all documents requested, including bail bond premium receipts and memoranda of agreements, which are required to be maintained and provided for review upon request; and

WHEREAS, N. C. Gen. Stat. §58-71-167(a) provides that “In any case where the agreement between principal and surety calls for the 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, upon request...;” and

WHEREAS, 11 N.C.A.C. 13.015 provides that “Whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant. Copies of all receipts issued shall be kept by the bail bondsman. . . .”; and

WHEREAS, N.C. Gen. Stat. § 58-71-168 provides that “all records related to executing bail bonds, including bail bond registers, monthly reports, receipts, collateral security agreements, and memorandum of agreement between the principal and surety shall be kept on file by the surety with a copy provided to the principal, upon request . . .”; and

WHEREAS, N.C. Gen. Stat. §58-71- 80(a)(8) provides “When in the judgment of the commissioner, the licensee has in the conduct of the licensee’s affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; or that the licensee is no longer in good faith carrying on the bail bond business;” and

WHEREAS, McLean admits that he failed to provide all requested documents to the BBRD and also failed to provide the required receipts and memoranda as required by statute regarding the bail bonds written for the Dowdys; and

WHEREAS, McLean acknowledges that lack of professionalism in his use of expletives in communicating in writing with Mrs. Dowdy on Facebook messenger; and

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

NOW THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the BBRD and McLean hereby agree to and waive any objections to the following:

1. **McLean shall pay a civil penalty in the amount one thousand dollars (\$1000), due immediately upon execution of this agreement.** The payment of this civil penalty shall be by certified bank check made 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. **The check for the civil penalty and this executed Agreement shall be submitted to the Bail Bond Regulatory Division of the North Carolina Department of Insurance on or before October 1, 2018.**
2. The BBRD agrees to waive an additional five hundred dollar (\$500) civil penalty in exchange for completion of 12 hours of Pre-Licensing Education classes (PLE) on or before December 31, 2018. These PLE credits can apply to McLean's required CE credits for 2018-2019 compliance period. McLean agrees to timely completion of the PLE hours. McLean agrees to pay the additional five hundred dollar penalty for failure complete PLE/CE hours on or before December 31, 2018.
3. McLean shall obey all North Carolina laws and regulations applicable to a surety bail bondsman.
4. McLean enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter.
5. McLean waives any right to an administrative hearing on the violations and disciplinary actions referenced in this Agreement. McLean also waives any right to appeal and agrees not to challenge the validity of this Agreement in any way.
6. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving McLean.
7. This 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 with third parties upon request or pursuant to any law or policy providing for such disclosure.
8. This written document contains the entire Agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.
9. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Agreement.
10. If, for any reason, any part or provision of this Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.

11. The Parties have read and understand this Agreement and agree to abide by the terms and conditions contained herein.

This the 12th day of October, 2018.

Shawn D. McLean:



Shawn D. McLean

**For the North Carolina Department
of Insurance:**



Marty Sumner, Sr. Deputy Commissioner