

**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 COREY L. SIMMONS  
LICENSE NO. 0010007167**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Corey L. Simmons (hereinafter "Mr. Simmons") 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. Simmons holds an active license as a surety bail bondsman issued by the Department; and

**WHEREAS**, Mr. Simmons was approached by Todd Bagley, father of the defendant, Todd Lawton, to bond out his son in the amount of \$100,000.00 in Forsyth County (19CR53122 and 19CR53123), who promised to pay \$500.00 of the \$10,000.00 premium on July 05, 2019. Ms. Jocelyn Mayo, girlfriend of the defendant promised to pay \$2,500.00 toward the premium on July 05, 2019; and arrangements were to be made thereafter for the payment of the remaining premium of \$7,000.00; and

**WHEREAS**, Mr. Simmons posted the bond on June 29, 2019 and completed the Appearance bond for Pre-Trial Release (ABPR) by falsely stating that he had received \$3,000.00 of the premium but did not complete a Memorandum of Agreement which is required in situations where the entire bond premium is not collected in advance; and

**WHEREAS**, Mr. Bagley ultimately paid \$200.00 toward the bond premium on July 20, 2019 but according to Mr. Simmons, Mr. Bagley indicated that he did not want a receipt therefor; and

**WHEREAS**, purportedly, Mr. Simmons surrendered Mr. Lawton to the court on October 24, 2019 when negotiations for further payment of the remaining premium were not made; and

**WHEREAS**, NC Gen. Stat. § 58-71-140 (d) provides that professional bondsmen, surety bondsmen, and runners shall file with the clerk of court having jurisdiction over the principal and affidavit on a form furnished by the Administrative Office of the Courts which shall include but not limited to: (1) If applicable, a statement that the bondsman has not, nor has anyone for the bondsman's use, been promised or received any collateral security or premium for executing this appearance bond; (2) If promised a premium, the amount of premium promised and the due date; (3) If the bondsman has

received a premium, the amount of the premium received; (4) If given collateral security, the name of the person from whom it is received and the nature and amount of the collateral security listed in detail; and

**WHEREAS**, Mr. Simmons violated NC Gen. Stat. § 58-71-140 (d) by improperly completing the APBR; and

**WHEREAS**, NC 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 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 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 of the memorandum must be in writing, signed, dated, and kept on file by the surety, with a copy provided to the principal, upon request. (1991, c. 644, s. 22.)

**WHEREAS**, Mr. Simmons violated NC Gen. Stat § 58-71-167 by not completing a Memorandum of Agreement with respect to deferring part of the bond premium; and

**WHEREAS**, NC Gen. Stat. § 58-71-20 provides: 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 the surrender. The defendant may be surrendered without the return of premium for the bond if the defendant does any of the following: (1) Willfully 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 the 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 or alias.

**WHEREAS**, Mr. Simmons violated NC Gen. Stat. § 58-71-20 by not returning the premium paid for the bond in connection with 19CR50603; and

**WHEREAS**, Mr. Simmons perpetrated a fraud on the Court by falsely completing the ABPR by indicating he had received \$3,000.00 toward the \$10,000.00 premium when at the time he had only received \$200.00 from Mr. Bagley; and

**WHEREAS**, Mr. Simmons improperly surrendered Mr. Bagley to the court because of not following the procedures set forth in NC Gen. Stat §§ 58-71-167 and 58-71-20, and is required to refund the \$200.00 to Mr. Bagley; and

**WHEREAS**, NC Gen. Stat. § 58-71-80(a)(5), among other things, provides that the Commissioner may deny, place on probation, suspend, revoke or refuse to renew any license of a licensee for fraudulent, coercive, or dishonest practices in the conduct of business or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or any other jurisdiction; and

**WHEREAS**, Mr. Simmons' actions reflect a violation of the provisions of NC Gen. Stat. § 58-71-80(a)(5); 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**, Mr. Simmons admits to the violations set out herein; and

**WHEREAS**, in lieu of an administrative hearing on the matters stated herein, Mr. Simmons 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. Simmons; and

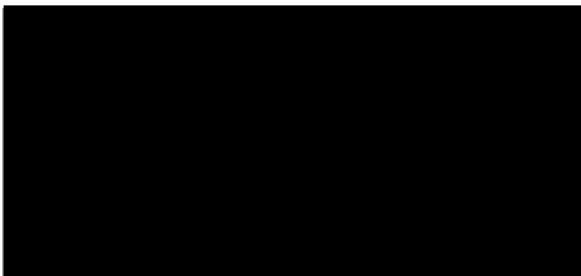
**WHEREAS**, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution; and

**NOW, THEREFORE**, in consideration of the promises and agreements set out herein, the Department and Mr. Simmons hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Simmons shall pay a **civil penalty of \$3,800.00** 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. Simmons shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Simmons. The civil penalty and the signed Agreement must be received by the Department no later than **March 26, 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. Simmons shall return the \$200.00 premium paid by Mr. Todd Bagley for the bond on Mr. Todd Lawton within 72 hours of the signing of this Agreement and if not already done, provide evidence of such payment to this Department.
3. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Simmons will be required to comply with the provisions of N.C. Gen. Statute § 58-71-71(a) and retake and complete at least 12 hours of education as provided by an approved provider in subjects pertinent to the duties and responsibilities of a bail bondsman including all laws

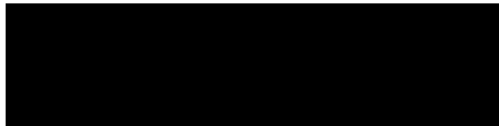
and regulations related to being a bail bondsman, the registration for which is to be made no later than March 26, 2020, and the evidence of such registration be submitted to the Department. In addition, with respect to ongoing continuing education requirements, Mr. Simmons must also satisfy the requirements of N.C. Gen. Statute § 58-71-71(b) as required by law.

4. Mr. Simmons enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Simmons 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. Simmons, or in any other cases or complaints involving Mr. Simmons.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Simmons 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. 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.
8. This Settlement Agreement shall become effective when signed by Mr. Simmons and the Department.



By: ~~Corey~~ L. Simmons  
License No. 0010007167

**N. C. Department of Insurance**



By: Marty Sumner  
Senior Deputy Commissioner

