

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER OF  
INSURANCE**

**IN THE MATTER OF THE  
LICENSURE OF  
ANTHONY F. SKLAVOUNAKIS  
LICENSE NO. 0017137919**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Anthony Foti Sklavounakis (hereinafter "Mr. Sklavounakis") 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. Sklavounakis 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)(5), 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 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**, pursuant to N.C. Gen. Stat. § 58-71-80(a)(8), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes when in the judgement of the Commissioner, the licensee has in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; and

**WHEREAS**, a complaint was made to the Department by Ms. Tabitha Buckner regarding actions taken by Mr. Sklavounakis with respect to bonding Ms. Chelsea Buckner (Gaston County, NC File Nos. 19CR52344 and 19CR52345); and

**WHEREAS**, N.C. 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**, affidavit filed with the Court (ABPR) by Mr. Sklavounakis did not match the receipts given by Mr. Sklavounakis to Ms. Buckner; and

**WHEREAS**, N. C. Gen. Stat. § 58-71-167. Portion of bond premium payments deferred 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**, 11 NCAC 13.0515 provides that whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant. Copies of all receipts shall be kept by the bail bondsman. All receipts issued must: (1) be prenumbered by the printer and used and filed in consecutive numerical order; (2) show the name and address of the bail bondsman; (3) show the amount and date paid; (4) show the name of the person accepting payment; (5) show the total amount of the bond for which the fee is being charged and the name of the defendant; and

**WHEREAS**, the Memorandum of Agreement (MOA) written in connection with the bond was not signed by Mr. Sklavounakis, was completed incorrectly, and the receipts given to Ms. Buckner were inaccurate and did not contain the name and address of the bondsman; 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**, none of the situations set forth in N.C. Gen. Stat. § 58-71-20 was present when Mr. Sklavounakis surrendered Ms. Buckner to the court, he was in violation thereof; and

**WHEREAS**, Mr. Sklavounakis' violations of N.C. Gen. Stat. §§ 58-71-140 (d), 58-71-167 (a) and (b), and 11 NCAC 13.0515 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. Sklavounakis' surety bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. §§ 58-71-80(a)(5), (a)(7) and (a)(8); 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. Sklavounakis admits to the violations set out herein; and

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

1. Immediately upon his signing of this document, Mr. Sklavounakis shall pay a **civil penalty of \$1000.00** 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. Sklavounakis shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Sklavounakis. The civil penalty and the signed Agreement must be received by the Department no later than **February 19, 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. Reimburse Chelsea Buckner in the amount of \$440.00 for the premium paid by her and provide written documentation of payment to the Department within 72 hours of signing this document.
3. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Sklavounakis 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, to be completed no later than February 19, 2020, and submit documented verification of such completion to the Department. Such pre-licensing education will be in lieu of and satisfy the requirements of N.C. Gen. Statute § 58-71-71(b).
3. Mr. Sklavounakis shall obey all laws and regulations applicable to all licenses issued to him.
4. Mr. Sklavounakis enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Sklavounakis 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. Sklavounakis, or in any other cases or complaints involving Mr. Sklavounakis.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Sklavounakis 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. Sklavounakis and the Department.

**N. C. Department of Insurance**



**By: Anthony F. Sklavounakis**

**By: Marty Sumner**

**License No. 0017137919**

**Senior Deputy Commissioner**

**Date:** 1-30-2020  
**Date:** 2-17-20