

MAR - 2 2016

**NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA**

CHECK NO. [REDACTED]  
CHECK AMT. 250.00  
PROCESSOR

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER  
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE OF  
ANDREW CALDWELL  
(NPN 8473303)**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME ANDREW CALDWELL (hereinafter "Bail Bondsman") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "Agreement");

WHEREAS, the Department has the authority and responsibility for regulating and licensing professional bail bondsmen, surety bail bondsmen, and bail bond runners; and

WHEREAS, Bail Bondsman currently holds a license as a surety bail bondsman issued by the Department; and

WHEREAS, Bail Bondsman pled guilty to a misdemeanor in case number 14 CR 055081 in Union County District Court, North Carolina on August 11, 2015, for which he was ordered to place restitution and was placed on supervised probation for thirty (30) months; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-2-69(c), Bail Bondsman failed to report the conviction to the Department within ten (10) days; and

WHEREAS, Bail Bondsman's violation of N. C. Gen. Stat. §58-2-69(c) subjects bail Bondsman's license to possible revocation or suspension under N. C. Gen. Stat. §58-71-80(a)(7) based on Bail Bondsman's violation of the Article 71 of Chapter 58 of the North Carolina General Statutes; 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 issued by the Department, or as to any civil penalty or restitution; and

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

WHEREAS, the parties to this Agreement have reached a mutually agreeable resolution

of this matter as set out in this Agreement;

NOW, THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, the Department and Bail Bondsman hereby agree to the following:

1. Immediately upon signing this agreement, Bail Bondsman shall pay a civil penalty of **Two Hundred and Fifty Dollars (\$250)** to the Department. This civil penalty is subject to disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools. The form of payment shall be 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." Bail Bondsman shall remit the civil penalty by certified mail, return receipt requested, to the Department along with the original of this Agreement bearing the signature of Bail Bondsman. **The signed Agreement must be received by the Department no later than March 14, 2016.**

2. Bail Bondsman understands and agrees to abide by the conditions of his probation in Union County District Court case 14 CR 055081. Bail Bondsman understands and agrees that any violation of the conditions of his parole pursuant to the Judgment entered in Union County District Court case 14 CR 055081 will be considered a violation of this Order and may be cause for additional disciplinary action by the Department, up to and including revocation of any licenses issued to him by the Department. Bail Bondsman understands and agrees to report any order finding him in violation of the terms of his probation to the Department in writing within ten (10) business days. Bail Bondsman understands and agrees that failure to report any order finding him in violation of the terms of his probation to the Department in writing within ten (10) business days will be considered a violation of this Order and may be cause for additional disciplinary action by the Department, up to and including revocation of any licenses issued to him by the Department.

3. Bail Bondsman shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to Bail Bondsman.

4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bail Bondsman understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that Bail Bondsman's license may be revoked for violating an Order of the Commissioner.

5. Bail Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bail Bondsman's right to have an administrative hearing regarding this matter. Bail Bondsman understands that Bail Bondsman 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 examinations of Bail Bondsman, or in any other complaints involving Bail Bondsman. In

the event that bail Bondsman fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Bail Bondsman, the Department may take any administrative or legal action it is authorized to take.

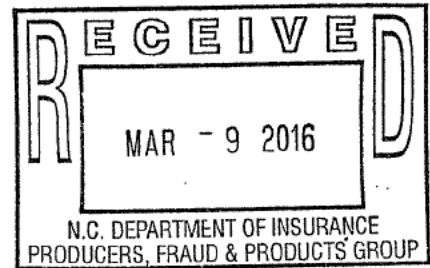
6. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this Agreement to third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, any and all licenses issued by the Department to Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman.

7. This Agreement shall become effective when signed by Bail Bondsman and the Department.

[Redacted Signature]

Andrew Caldwell

Date: 3-1-2016



NORTH CAROLINA DEPARTMENT OF INSURANCE

By: [Redacted Signature]

Angela K. Ford  
Senior Deputy Commissioner

Date: 3-9-16