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

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE OF
ADRIAN DAIS
(NPN 16106639)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Adrian Dais (hereinafter "Mr. Dais") 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 enforcement of insurance laws of this State, and for regulating and licensing surety and professional bail bondsmen; and

WHEREAS, Mr. Dais is an active bail bondsman and holds a Surety Bail Bondsman license first issued by the Department on August 10, 2012; and

WHEREAS, the Department received a written complaint from Jackie Honeycutt on January 30, 2015 which alleged that Mr. Dais and another licensed bondsman, Raeshawn Grimes, came to her home at 4603 Paul Street in Greensboro, North Carolina and damaged her storm door and busted her front door as she was on the phone with police and was begging the men to wait until the police arrived to come in; and

WHEREAS, Mrs. Honeycutt included a copy of a police report for the incident which occurred on November 2, 2013. The police report indicated that Mrs. Honeycutt called 911 on November 2, 2013 at 2140 hrs to report that "several black males with weapons" were claiming to be bail bondsmen and currently kicking in the front door of her residence. The responding officer's report narrative stated, in pertinent part, that the officer "arrived on the dead end street and met the eight suspects leaving in two different vehicles. I conducted a 'high risk' vehicle stop and held my position until my assist cars arrived. All occupants were removed from their vehicles and identified. *Only two of the eight were actually bondsmen who were at the wrong house.* Both bondsmen were charged on citation for (M) Breaking or Entering and released on scene." (Emphasis added); and

WHEREAS, for reasons unknown to the Department, Mr. Dais and Mr. Grimes were never tried on the misdemeanor breaking and entering charges and the Guilford County prosecutor's office voluntarily dismissed the charges against both bondsmen in December 2014; and

WHEREAS, Mrs. Honeycutt later informed the Department that her son in law, Roger Dale Simmons, had been temporarily living with her in November 2013. The men who she heard and then saw standing outside of her house on the night of November 2, 2013 yelled out that they were bail bondsmen who were looking for Roger Dale Simmons and demanded that she let them in. Mrs. Honeycutt further alleged that she yelled back to the men that her son in law was named Roger Dale Simmons and that he had not been in trouble with the law. She also told the men that she was calling the police and asked them to wait until the police arrived. However, the men began kicking her front door and yelling that they were coming in if she did not let them in. In addition to the men standing outside her door, Mrs. Honeycutt observed several men standing outside of the house and one man standing outside on her back deck. Her husband finally opened the door when it appeared the men were going to break the door down if they did not open the door. Mrs. Honeycutt further alleged that after the men entered her residence they saw her son in law and confirmed that he did not resemble the photo of the principal who they were looking for, then fled the scene before the police arrived at her house; and

WHEREAS, N.C.G.S. § 58-71-40(a) prohibits unlicensed persons from performing any of the functions, duties, or powers prescribed for professional bondsmen, surety bondsmen, or runners under this Article; and

WHEREAS, the power to arrest and return a principal to the sheriff of the county where the defendant was bonded pursuant to N.C.G.S. §§ 15A-540, 58-71-20, 58-71-25, and 58-71-30 is a power exclusively prescribed for licensed surety bondsmen and professional bondsmen. Pursuant to N.C.G.S. § 58-71-1(9), a licensed runner is authorized to assist the licensed bondsman who employs the runner in the apprehension and surrender of defendant to the court; and

WHEREAS, an individual who is not a licensed bondsman or a licensed runner assisting his employer violates N.C.G.S. § 58-71-40(a) whenever he or she attempts to arrest a principal or to assist a licensed bondsman to arrest and surrender a principal pursuant to N.C.G.S. §§ 15A-540, 58-71-20, 58-71-25, and 58-71-30; and

WHEREAS, N.C.G.S. § 58-71-80(a)(14) provides, in pertinent part, that the Commissioner may suspend, revoke, or refuse to renew any license issued under this Article "For knowingly aiding or abetting others to evade or violate the provisions of this Article;" and

WHEREAS, a bondsman only has the authority to enter a third party's residence for the purpose of attempting to arrest a principal if the principal resides at the third party's residence. If the principal does not reside at the third party's residence, the bondsman must obtain the third party's prior express consent before the bondsman can to enter the third party's residence for the limited purpose of searching for the principal; and

WHEREAS, on February 4, 2015, the Department requested that Mr. Dais provide a list of the unlicensed persons involved in the November 2, 2013 incident, a copy of the paperwork relating to the bond for Roger Dale Simmons, and a written statement responding to Mrs. Honeycutt's complaint; and

WHEREAS, Mr. Dais submitted a signed statement to the Department on February 6, 2015. In his statement, Mr. Dais asserted that he was not able to provide a list of the unlicensed people involved and that he could not provide any forms requested pertaining to the bond. Mr. Dais further explained that Raeshawn Grimes, a fellow bondsman, called him on the evening of November 2, 2013 while he was in route to Greensboro for a homecoming event and asked him to assist Grimes in apprehending someone who had missed court on him. Mr. Dais further stated that when he arrived at Ms. Honeycutt's address, "there were a lot of guys outside already and I made my way to the door where Mr. Grimes was standing, I had no knowledge of what was going on or what had already happened already." Nevertheless, after the police arrived and approached Mr. Grimes, Mr. Dais "interjected and explained to the officers that there was no harm intended we were just bondsman's trying to apprehend a defendant who had missed court"; and

WHEREAS, in a subsequent signed statement submitted to the Department on March 19, 2015, Mr. Dais stated, in pertinent part, that Kevin Williams and Franklin Lewis were traveling as passengers with him in his 2005 Chrysler 300 on November 2, 2013 while in route to A&T's Homecoming when he received Mr. Grimes's call asking for assistance in picking up a skip. Mr. Dais further stated that when he arrived at the address in Greensboro where Mr. Grimes instructed him to meet, Mr. Dais: "told Kevin and Franklin to leave the premises and wait for me at the service station. . . After arriving at the property, I did not check anyone's identification, and was not familiar with anyone other than Rayshawn [sic] Grimes. I was merely there to assist a fellow bondsman . . . Grimes and another gentleman were at the door. With the forfeiture and picture when a white male answered the door, and after identifying himself as the person they were looking for, that same took off running around a wall in the house, all being viewed thru [sic] a big window from the porch;" and

WHEREAS, on April 20, 2015, Mr. Dais and Mr. Grimes separately met with the Department to discuss professional misconduct arising out of the November 2, 2013 incident which may justify administrative action against their bondsmen's licenses; and

WHEREAS, during the April 20, 2015 meeting, Mr. Dais further explained that Mr. Grimes texted him the address of 4603 Paul Street where the skip was reportedly located after he spoke to him by phone on November 2, 2013 and that Mr. Dais then drove directly to that location in Greensboro. When he arrived at 4603 Paul Street, Mr. Dais saw that the attempted "pick up" was already underway. In particular, he saw a Honda parked outside the residence and saw Mr. Grimes and another man standing at the front door of the house while three or four other individuals also stood around the house. When the Department asked Mr. Dais if he saw any other licensed bondsmen at Mrs. Honeycutt's residence on November 2, 2013, Mr. Dais stated that at the time of the incident on November 2, 2013, he recognized the man he saw standing behind Mr. Grimes at the front door of the residence as Bryant Williams, a/k/a "Busy Bee" or "B." Mr. Dais further stated that at the time of the incident on November 2, 2013, he believed that Bryant Williams was a licensed bondsman, but subsequently learned that Mr. Williams is not licensed. Mr. Dais also asserted he has never had any dealings with Mr. Williams, but knew who Mr. Williams was because had seen Mr. Williams outside the Wake County jail over the years and knows Mr. Williams is the proprietor of a Raleigh bail bond agency; and

WHEREAS, in a separate meeting with Mr. Grimes also held on April 20, 2015, Mr. Grimes informed the Department that Regina Williams, a Raleigh bondsman who was formerly his supervising agent, called him on November 2, 2013 to request that he go to Greensboro to pick up a skip on a bond that she had posted for Roger Dale Simmons. Mr. Grimes later met up with Mrs. Williams' husband, Bryant Williams, in Greensboro and Mr. Williams showed him the forfeiture file for Roger Dale Simmons. After looking over the file, Mr. Grimes proceeded to the address of 4603 Paul Street where Roger Dale Simmons allegedly resided. Mr. Grimes also confirmed that he called Mr. Dais on November 2, 2013 and asked him to assist him in picking up a skip in Greensboro, North Carolina. Mr. Grimes further admitted that he was the one who kicked the front door until it was opened; and

WHEREAS, Mr. Grimes did not implicate Mr. Dais as having any prior knowledge that: (a) Mrs. Williams had written the bond for Roger Dale Simmons, (b) Mrs. Williams had requested Mr. Grimes to arrest Mr. Simmons, and (c) Bryant Williams would be present when they attempted to arrest Mr. Simmons at 4603 Paul Street; and

WHEREAS, Mr. Grimes alleged that he did not have any paperwork for the bond since Mrs. Williams wrote the bond. The Department subsequently reviewed the Wake County criminal court file for Roger Dale Simmons in 13 CR 211968 and confirmed that the bond was apparently posted by Regina Williams on May 22, 2013. The court file did not contain any information indicating that Roger Dale Simmons resided at 4603 Paul Street in Greensboro. In particular, the address for Roger Dale Simmons listed on the Appearance Bond is a Virginia address and the May 22, 2013 Conditions of Release and Release Order states under additional information that Defendant "has no permanent residence in NC staying at a hotel"; and

WHEREAS, neither Mrs. Williams, nor any licensed bondsman purportedly acting under her authority, were authorized to enter Mrs. Honeycutt's residence at 4603 Paul Street to search for the principal Roger Dale Simmons without Mrs. Honeycutt's prior express consent; and

WHEREAS, N.C.G.S. § 58-71-80(a)(8) provides in pertinent part that the Commissioner may suspend, revoke, or refuse to renew any license issued under this Article "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 . . ."; and

WHEREAS, Mr. Dais demonstrated incompetency and untrustworthiness within the meaning of N.C.G.S. § 58-71-80(a)(8) by:

- (1) Allowing unlicensed individuals to accompany him in his vehicle to 4603 Paul Street to assist Mr. Grimes where he was to attempt to arrest a principal, before directing them to leave the premises,
- (2) Proceeding to assist Mr. Grimes after he arrived at the residence at 4603 Paul Street and observed Mr. Grimes and Bryant Williams standing at the door while other individuals whom he did not recognize stood by outside the residence,

- (3) Failing to request and review the appropriate paperwork for the principal or to obtain information sufficient to confirm that the principal resided at 4603 Paul Street before assisting Mr. Grimes,
- (4) Failing to identify Bryant Williams in his March 19, 2015 written response to the Department by stating that he was “not familiar with anyone [who was standing outside the house at 4603 Paul Street on November 2, 2013] other than Raeshawn Grimes” when he in fact recognized Bryant Williams standing behind Mr. Grimes at the front door of Mrs. Honeycutt’s house on November 2, 2013 as someone he knew by the nickname of “Busy Bee” at that time,
- (5) Unknowingly aiding and abetting Bryant Williams and other unlicensed persons in violating N.C.G.S. § 58-71-40(a) by his actions on November 2, 2013; and

WHEREAS, the Department has not received any other complaints against Mr. Dais or had any other licensing issues with Mr. Dais since he was first licensed on August 10, 2012 and it appears that Mr. Dais’s conduct on November 2, 2013 was an isolated incident; and

WHEREAS, Mr. Dais has agreed to pay an administrative penalty of \$250.00 in lieu of other administrative action against his license and has agreed to take the corrective action set forth herein; and

WHEREAS, Mr. Dais agrees that he will not allow an unlicensed person to accompany him when he is arresting or attempting to arrest a principal or assisting another licensed bondsman in arresting or attempting to arrest a principal; and

WHEREAS, Mr. Dais agrees that he will not assist another bondsman in arresting or attempting to arrest a principal without first confirming that any other individuals present with the other bondsman at the scene of the arrest or attempted arrest are also licensed bondsmen or runners employed by one of the licensed bondsmen; and

WHEREAS, Mr. Dais agrees that he will not enter the residence of a third party to apprehend a principal unless the principal resides at the third party’s residence or, if the principal does not reside at the third party’s residence, he obtains the third party’s prior express consent to enter and search the third party’s residence for the defendant; and

WHEREAS, pursuant to N.C.G.S. § 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 against Mr. Dais’ license concerning this matter; and

WHEREAS, in lieu of an administrative hearing against Mr. Dais's license on the matters stated herein, Mr. Dais 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. Dais, provided that Mr. Dais does not violate the terms and conditions of this Agreement and that the Department does not discover any additional violations or grounds for disciplinary action against him; 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 Mr. Dais hereby agree to the following:

1. Immediately upon signing this Agreement, Mr. Dais shall pay a civil penalty of two hundred and fifty dollars (\$250.00) to the Department. 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." Mr. Dais 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 Mr. Dais. The civil penalty and the signed Agreement must be received by the Department no later than August 28, 2015. The civil penalty shall be subject to the disbursement in accordance with the provisions of Article IX, Section 7 of the North Carolina Constitution for the benefit of public schools.
2. Mr. Dais 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 him.
3. Mr. Dais shall not allow an unlicensed person to accompany him when he is arresting or attempting to arrest a principal or assisting another licensed bondsman in arresting or attempting to arrest a principal.
4. Mr. Dais shall not assist another bondsman in arresting or attempting to arrest a principal without first confirming that any other individuals present with the other bondsman at the scene of the arrest or attempted arrest are also licensed bondsmen or runners employed by one of the licensed bondsmen.
5. Mr. Dais shall not enter the residence of a third party to apprehend a principal unless the principal resides at the third party's residence or, if the principal does not reside at the third party's residence, he obtains the third party's prior express consent to enter and search the third party's residence for the principal.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Dais understands that N.C. Gen.

Stat. § 58-71-80(a)(7) provides that his bondsman's license may be revoked for violating an Order of the Commissioner.


7. Mr. Dais agrees to comply with any requests made by the Department for him to testify at any Department administrative hearing seeking administrative action against any bondsmen alleged to have aided and abetted Bryant Williams and the unlicensed persons who were standing outside the residence of Jackie Honeycutt on November 2, 2013 in violation of N.C.G.S. § 58-71-40(a).
8. Mr. Dais enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing regarding this matter. Mr. Dais understands that he may consult with an attorney prior to entering into this Agreement.
9. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Mr. Dais, or in any other complaints involving Mr. Dais. In the event that Mr. Dais fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to bail bondsmen, the Department may take any administrative or legal action it is authorized to take.
10. 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 Mr. Dais shall reflect that Regulatory Action has been taken against him.
11. This Agreement shall become effective when signed by Mr. Dais and the Department.



Adrian Dais

Date: 08/28/2015

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 

Angela K. Ford
Senior Deputy Commissioner

Date: 9-1-15

