



**WHEREAS**, Mr. Day's violations of N.C. Gen. Stat. § 58-71-165 demonstrates 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. Day's professional bail bondsman license could be revoked, suspended or not renewed pursuant to N.C. Gen Stat. § 58-71-80(a)(7); and

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


1. Immediately upon his signing of this document, Mr. Day shall pay a **civil penalty of \$700.00** to the Department. The form of payment shall be in the form of 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. Day shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Day. The civil penalty and the signed Agreement must be received by the Department no later than May 1, 2012. 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. Day shall obey all laws and regulations applicable to all licenses issued to him.
3. Mr. Day enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Day understands that he may consult with an attorney prior to entering into this Agreement.
4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Day, or in any other cases or complaints involving Mr. Day.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Day understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a bail bondsman's license may be revoked for violating an Order of the Commissioner.

6. 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.

7. This Settlement Agreement shall become effective when signed by Mr. Day and the Department.

This the 27 day of April, 2011

By:   
Andre D. Day  
License No. 0008392509

North Carolina Department of Insurance  
By:  5-7-12  
Angela [Redacted]  
Senior Deputy Commissioner