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NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA	)	BEFORE THE COMMISSIONER
COUNTY OF WAKE	)	OF INSURANCE
	)	
IN THE MATTER OF THE LICENSURE	)	VOLUNTARY SETTLEMENT
OF ANDRE D. DAY	)	AGREEMENT
(NPN # 8392509)	)	

NOW COME Andre D. Day (hereinafter "Day") 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 enforcement of insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Day holds active licenses as a professional bail bondsman and as a surety bail bondsman issued by the Department; and

WHEREAS, N.C. Gen. Stat. § 58-71-165 requires that each professional bail bondsman file with the Commissioner a written report in form prescribed by the Commissioner regarding all bail bonds on which the professional bail bondsman is liable as of the first day of each month showing (i) each individual bonded, (ii) the date the bond was given, (iii) the principal sum of the bond, (iv) the state or local official to whom given, and (v) the fee charged for the bonding service in each instance; and

WHEREAS, N.C. Gen. Stat. § 58-71-165 further requires that the written report shall be filed with the Commissioner on or before the fifteenth day of each month; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-165, Day failed to timely file with the Commissioner the required monthly reports for the months of July, August, September, October and December 2010 as well as February, March, May, June and July, 2011; and

WHEREAS, Day admits to the foregoing violations; and

WHEREAS, Day's violation 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 Day's professional bail bondsman and surety bail bondsman licenses could be revoked pursuant to N.C. Gen Stat. § 58-71-80(a)(7); and

WHEREAS, Day's violation of N.C. Gen. Stat. § 58-71-165 demonstrates

untrustworthiness, in violation of N.C. Gen. Stat. § 58-71-80(a)(8), for which Day's professional bail bondsman and surety bail bondsman licenses could be revoked; and

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

1. Immediately upon his signing of this document, Day shall pay a **civil penalty of \$2,000.00** 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." Day shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Day. The civil penalty and the signed Agreement must be received by the Department no later than **November 21, 2011**. 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. Day shall obey all laws and regulations applicable to all licenses issued to him.
3. Day enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. 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 Day, or in any other cases or complaints involving Day.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. 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. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.




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 Day and the Department.

This the 17<sup>th</sup> day of November 2011.

By:   
Andre D. Day  
(NPN # 8392509)

North Carolina Department of Insurance

By:  11-28-11  
Angela Ford  
Senior Deputy Commissioner