

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE
OF CALANDRA GRAY

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Calandra Gray (hereinafter "Gray") 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, Gray holds an active license as a surety bondsman issued by the Department; and

WHEREAS, the Department has received a consumer complaint about Gray's conduct of her bail bondsman business and has conducted an investigation into such complaint; and

WHEREAS, Gray violated N.C. Gen. Stat. § 58-71-100(a) and N.C. Gen. Stat. § 71-95(5) by failing to return collateral security within seventy-two hours after the final termination of liability on the bond; and

WHEREAS, Gray's violation of the above laws is sufficient grounds for the Department to institute proceedings to revoke her license; and

WHEREAS, Gray 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 Gray; 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 or certificate 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 the consideration of the promises and agreements set out herein, the Department and Gray hereby agree to the following:

1. Immediately upon her signing of this document, Gray shall pay a **civil penalty of \$250.00** to the Department. The form of payment shall be in a certified check, cashiers 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." Gray shall send the civil penalty by certified mail, return receipt requested, to the Department, and Gray shall retain the tracking information and return receipt for her records.
2. Immediately upon her signing of this document, Gray shall pay **restitution in the amount of \$36.00** to complainant Twayne Worthy in the form of a certified check, cashiers check or money order made payable to Twayne Worthy. Gray shall send the restitution by certified mail, return receipt requested, to the Department, and Gray shall retain the tracking information and return receipt for her records. The Department shall forward the restitution to the complainant.
3. Gray shall at all times keep the Department advised of her correct mailing address and shall not refuse or fail to claim mailings, certified or otherwise, from the Department which are addressed to her.
4. Gray shall obey all laws and regulations applicable to a licensed surety bondsman.
5. Gray shall immediately implement a record keeping system suitable for regulatory oversight by the Department. Business records shall be maintained for at least three years in an orderly and logical system suitable for use by examiners employed by the Department. The system shall include, at a minimum, individual file folders for each client for each separate bond. Each client file folder shall be numbered and labeled with the client name and a unique transaction number for each separate bond. The system shall also include, at a minimum, a written or computerized index matching the client name to the client transaction file number. The index shall contain information dating back for at least three years. If Gray accepts cash for collateral on any bond, Gray shall maintain and use a separate trust checking account for this purpose. All receipts shall be made using a receipt book with consecutively numbered

receipts for cash transactions receipts. The checking and receipt records shall be maintained for at least three years.

6. Gray enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Gray understands that she may consult with an attorney prior to entering into this Agreement.

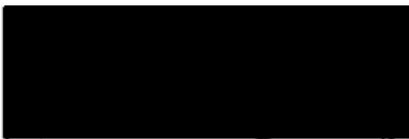
7. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Gray, or in any other cases or complaints involving Gray.

8. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Gray 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.

9. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

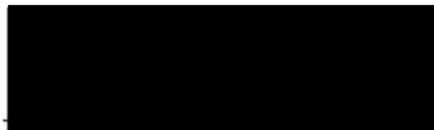
This the 5th day of Aug, 2005.

North Carolina Department of Insurance



Calandra Gray

By:



Angela Ford
Senior Deputy Commissioner

8-10-05