

**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  
MICAH WALLACE GRIMES,  
(NPN 15020877)**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

NOW COME Micah Wallace Grimes (“Bail Bondsman”) and the North Carolina Department of Insurance (“Department”) and voluntarily and knowingly enter into the following Voluntary Settlement Agreement (“Agreement”):

WHEREAS, the Department has the authority and responsibility for enforcement of the bail bonding laws of this State and for licensing and regulating professional bail bondsmen surety bail bondsmen, and runners; and

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

WHEREAS, on or about March 20, 2019, Bail Bondsman executed a \$30,000 Appearance Bond for Pretrial Release on behalf of International Fidelity Insurance Company for the benefit of Chelsea Green.

WHEREAS, in return for executing the \$30,000 Appearance Bond, Bail Bondsman accepted the following things of value from, or on behalf of, Ms. Green:

1. A promise to pay Bondsman a premium of \$4,500 for the bond;
2. A Memorandum of Agreement dated March 20, 2019 and signed by Ms. Green obligating Ms. Green, as principal, to pay Bail Bondsman \$4,500 in 10 monthly payments, with the last monthly payment due January 20, 2020;
3. An indemnity agreement dated March 20, 2019 guaranteeing payment of the entire \$30,000 bond amount by Ms. Green and an additional indemnitor in the event of forfeiture of the bond by the principal; and
4. The North Carolina Certificate of Title to the 2010 Dodge Caliber vehicle owned by Ms. Green together with physical possession of the vehicle itself; and

WHEREAS, on or about May 28, 2019, Bail Bondsman recorded a lien in favor of “Grimes Bail Bonding” encumbering the title of the 2010 Dodge Caliber vehicle owned by Ms. Green; and

WHEREAS, the affidavit of Bail Bondsman contained in the March 20, 2019 Appearance Bond for Pretrial Bond filed in *State v. Chelsea Green*, No. 19CR050122 (Pamlico Co.) incorrectly states that the \$4,500 premium was due on March 20, 2019; and

WHEREAS, in the box entitled "Nature of Collateral" in the affidavit contained in the March 20, 2019 Appearance Bond for Pretrial Release filed in *State v. Chelsea Green*, No. 19CR050122 (Pamlico Co.), Bail Bondsman entered "Ind.," purportedly referencing the March 20, 2019 indemnity agreement executed by Ms. Green and an additional indemnitor, and Bail Bondsman's initials; and

WHEREAS, Bail Bondsman failed to provide Ms. Green with a written receipt for collateral received, as required by N.C. Gen. Stat. § 58-71-100(a).

WHEREAS, the final installment payment of the full \$4,500 premium due under the March 20, 2019 Memorandum of Agreement was made to Bail Bondsman on or about February 17, 2020, but Bail Bondsman failed to remove the lien on the title of the 2010 Dodge Caliber and return the vehicle's Certificate of Title to Ms. Green until December 2020; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-80(a)(8), by demonstrating incompetency, financial irresponsibility, or untrustworthiness in the conduct of business under his license; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-80(a)(7), by failing to comply with or violating provisions of Article 71 of Chapter 58 of the General Statutes; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-95(5), which requires that collateral security or other indemnity required by the bondsman shall be returned within 15 days after final termination of liability on the bond; and

WHEREAS, Bail Bondsman violated N.C. Gen. Stat. § 58-71-140(d) by failing to accurately record the due date for the premium promised in the Appearance Bond affidavit filed with the Court; and

WHEREAS, the violations of law set forth above authorize the Commissioner to place on probation, suspend, revoke, or refuse to renew Bail Bondsman's License; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner 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 mutually wish to resolve these matters by consent before the Department initiates an administrative hearing concerning these matters; and

WHEREAS, the Parties have reached a mutually agreeable resolution of these matters as set out in this Agreement.



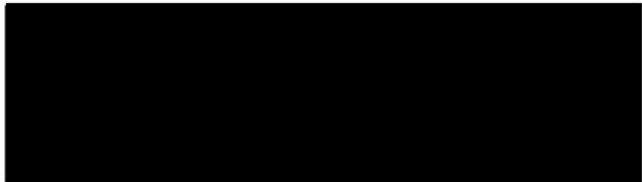
NOW THEREFORE, in exchange for, and in consideration of the promises and agreements set out herein, the Department and Bail Bondsman hereby agree to the following:

1. Immediately upon signing this Agreement, Bail Bondsman shall pay a civil penalty of One Thousand Dollars and No Cents (\$1,000.00) to the Department. The form of payment shall be by 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." The original of this Agreement bearing Bondsman's signature shall be mailed to the Department (Attention: Mark Bradrick, BBRD), so as to be received no later than April 22, 2021. Bondsman shall remit the civil penalty by certified mail, return receipt requested (attention: Mark Bradrick, BBRD), to the Department. The penalty payment must be received by the Department no later than April 22, 2021. 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 public schools.
2. On or before June 30, 2021, Bail Bondsman shall complete 12 hours of pre-licensing education in lieu of the otherwise required 3 hours of continuing education.
3. Bail Bondsman shall comply with all of the provisions of Chapter 58 of the North Carolina General Statutes and of Title 11 of the North Carolina Administrative Code that are applicable to Bail Bondsman.
4. The Parties 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 Bondsman may consult with an attorney prior to entering into this Agreement.
6. This Agreement constitutes a complete settlement of all administrative penalties against Bail Bondsman for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination 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 Bondsman, the Department may take any administrative or legal action it is authorized to take.
7. This Agreement, when finalized, will be a public record and is not confidential. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, the License issued by the Department to Bail Bondsman

shall reflect that Regulatory Action has been taken against Bail Bondsman. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

8. Bail Bondsman understands and agrees that if a state or federal regulator other than the Department has issued a permit or license to Bail Bondsman, that regulator may require Bail Bondsman to report this administrative action to it. Bail Bondsman understands and agrees that the Department cannot give Bail Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.
9. This Agreement shall become effective when signed by Bail Bondsman and the Department.

[SIGNATURE PAGE FOLLOWS]



Micah Wallace Grimes

Date: 4-9-21

NORTH CAROLINA DEPARTMENT OF INSURANCE

By:  \_\_\_\_\_  
Marty Sumner

Date: May 13, 2021