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250.00 Pergumans

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APR 13 2005
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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

RECEIVED ASD
APR 08 2005
SPECIAL SERVICES DIVISION

IN THE MATTER OF THE LICENSURE
OF ANDREA GRIZZLE

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Andrea Grizzle (hereinafter "Grizzel") 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 the regulation of bail bondsmen and runners; and

WHEREAS, Grizzle holds an active license as a surety bondsman issued by the Department; and

WHEREAS, the Department has received a consumer complaint about Grizzle's bail bond business and has conducted an investigation regarding this complaint; and

WHEREAS, Grizzle has violated N. C. Gen. Stat. § 58-71-165, by failing to disclose on his January 2004 monthly report a bond that he wrote for \$100,000 for James Green, which is grounds for suspension or revocation of Grizzle's license under N.C. Gen. Stat. § 58-71-80(4), (5) and (8); and

WHEREAS, Grizzle has failed to maintain records under N.C. Gen. Stat. § 58-71-168 by failing to produce records for his client James Green; and

WHEREAS, Grizzle's violations of the above-referenced statutes are sufficient grounds for the Department to institute proceedings to revoke or suspend Grizzle's license; and

WHEREAS, Grizzle 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 Grizzle; 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 Grizzle hereby agree to the following:

1. Contemporaneously with the execution of this document, Grizzle shall pay a civil penalty of five hundred dollars (\$500.00) to the Department. The check for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." This 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. Grizzle shall obey all laws and regulations applicable to a licensed surety bondsman.
3. Grizzle enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Grizzle 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 Grizzle, or in any other cases or complaints involving Grizzle.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Grizzle 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.

This the 5th day of April, 2005.

By 
Andrea Grizzle

By  4-13-05
North Carolina Department of Insurance
Angela K. Ford, Senior Deputy Commissioner