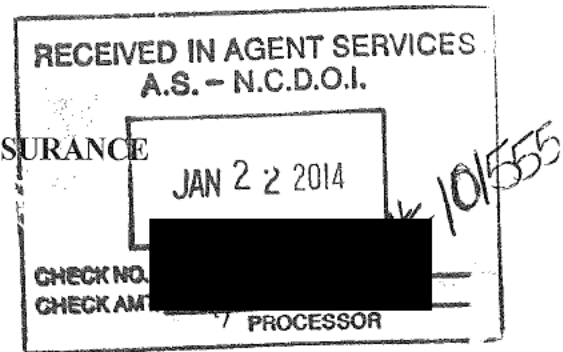


NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA



STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSURE OF
PHEAP BUN
(License Number 16183988)

VOLUNTARY SETTLEMENT
AGREEMENT

NOW COME Pheap Bunn (hereinafter "Mrs. Bun") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "Agreement"); and

WHEREAS, the Department has the authority and responsibility for regulating and licensing professional bail bondsmen, surety bail bondsmen, and bail bond runners; and

WHEREAS, Mrs. Bun holds a license as a surety bail bondsman which was first issued by the Department on March 29, 2011; and

WHEREAS, Ms. Bunn works for a bail bonding agency in Winston-Salem named AAU Bonding, LLC. On March 12, 2013, Mrs. Bunn posted a \$100,000 bond for Jesus Flores Lopez. Ms. Bunn collected installment payments totaling of \$10,980.00 from Mr. Lopez's common law wife, Jaqueline Wilson. \$10,000 was for premium on Mr. Lopez's bond and \$980.00 was to be paid to a third party to install monitoring equipment on Mr. Lopez after his release;

WHEREAS, after the bond was posted, Mr. Lopez was detained by Immigration and Customs Enforcement and was reportedly later deported to Mexico. Ms. Bun did not refund the \$980.00 which she collected from Ms. Wilson for monitoring equipment. Instead, Mrs. Bun paid the \$980.00 to Mr. Lopez's criminal attorney. Mrs. Bun provided documentation showing that she paid the \$980.00 to Mr. Lopez's criminal attorney and contends that she did so upon Ms. Wilson's request;

WHEREAS, N.C.G.S. § 58-71-95(5) expressly prohibits a bondsman or runner from "[a]ccept[ing] anything of value from a principal or from anyone on behalf of a principal except the premium which shall not exceed fifteen percent (15%) of the face amount of the bond; provided that the bondsman shall be permitted to accept collateral security or other indemnity from a principal or from anyone on behalf of a principal.";

WHEREAS, Mrs. Bun violated N.C.G.S. § 58-71-95(5) by accepting \$980.00 for the

installation of monitoring equipment;

WHEREAS, 11 NCAC 13.0515 provides that: "Whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant. Copies of all receipts issued shall be kept by the bail bondsman. All receipts issued must: (1) be pre-numbered by the printer and used and filed in consecutive numerical order, (2) show the name and address of the bail bondsman, (3) show the amount and date paid, (4) show the name of the person accepting payment, and (5) show the total amount of the bond for which the fee is being charged and the name of the defendant.";

WHEREAS, Mrs. Bun issued receipts to Ms. Wilson for the premium payments. The receipts which Mrs. Bun issued do not state the name and address of the bondsman, the true name of the person accepting payment, the total amount of the bond for which the fee is being charged, and the name of the defendant as required by 11 NCAC 13.0515;

WHEREAS, although Mrs. Bun's legal name is Pheap Bun, Mrs. Bun has been doing business using the name "Sophia Thomas" and signing receipts under the name "Sophia Thomas";

WHEREAS, the Department contends that it is a fraudulent and dishonest practice in the conduct of business for Mrs. Bun to do business under any name other than her legal name;

WHEREAS, Mrs. Bun's violations of N. C. Gen. Stat. §58-71-95(5) and 11 NCAC 13.0515 subject her bail bondsman's license to possible revocation or suspension under N. C. Gen. Stat. §58-71-80(a)(2); and

WHEREAS, Mrs. Bun's violations of N. C. Gen. Stat. §58-71-95(5) and her conduct of business under a name other than her legal name subjects her bail bondsman's license to possible revocation or suspension under N. C. Gen. Stat. §58-71-80(a)(5);

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 issued by the Department, 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, and in consideration of the promises and agreements set out herein, the Department and Mrs. Bun hereby agree to the following:

1. Immediately upon signing this agreement, Mrs. Bun shall pay a civil penalty of two thousand dollars (\$2000.00) to the Department. The form of payment shall be 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." Mrs. Bun shall remit the civil penalty by certified mail, return receipt requested, to the Department along with the original of this Agreement bearing the signature of Mrs. Bun. The civil penalty and the signed Agreement must be received by the Department no later than January 17, 2014. 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. Mrs. Bun shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and Title 11 of the North Carolina Administrative Code that are applicable to bail bondsmen.

3. Mrs. Bun shall conduct all dealings as a bail bondsman using her legal name only.

4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Bun 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.

5. Mrs. Bun enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing regarding this matter. Ms. Bun has consulted with an attorney prior to entering into this Agreement.

6. This Agreement does not in any way affect the Department's disciplinary power in any future examinations of Mrs. Bun, or in any other complaints involving Ms. Bun. In the event that Mrs. Bun fails to comply with this Agreement or otherwise fails to comply with the laws and rules applicable to Mrs. Bun, 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 to third parties upon request or pursuant to any law or policy providing for such disclosure. Following the execution of this Agreement, any and all licenses issued by the Department to Mrs. Bun shall reflect that Regulatory Action has been taken against Mrs. Bun.

8. This Agreement shall become effective when signed by Mrs. Bun and the Department.

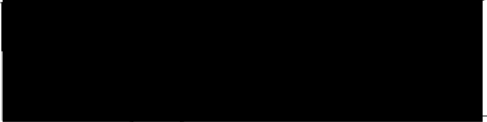


(cheap Bun)

Rheap Bun

Date: 1-16-2014

NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 

Angela K. Ford
Senior Deputy Commissioner

Date: January 23, 2014

