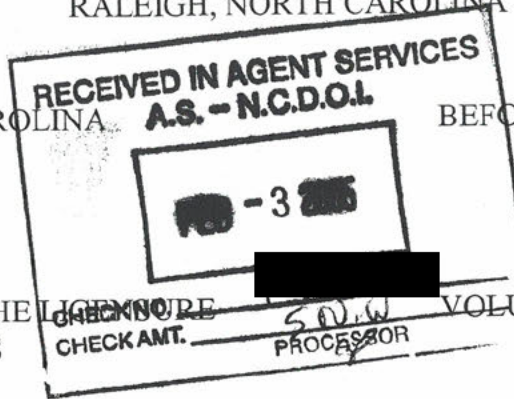


NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE



BEFORE THE COMMISSIONER
OF INSURANCE

IN THE MATTER OF THE LICENSE OF
OF EAGLE A. COLLINS CHECK AMT. [REDACTED] VOLUNTARY SETTLEMENT
AGREEMENT

NOW COMES Eagle A. Collins (hereinafter "Collins") and the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "Agreement"):

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

WHEREAS, Collins currently holds surety bail bondsman license issued by the Department; and

WHEREAS, the Department has obtained evidence that Collins has violated N.C. Gen. Stat. §§ 58-71-80(4), 58-71-95(5), 58-71-80(7), and 58-71-80(8), in that Collins failed timely return \$1500 in collateral to a consumer with 72 hours of disposition of the criminal case as required by statute; and

WHEREAS, Collins received \$1500 from Christine Cantrell on March 17, 2003 for the bond of Sean Lynch (03CRS50653); the criminal matter was later disposed on August 23, 2003 and the collateral was returned on May 11, 2004; and

WHEREAS, the Department has obtained evidence that Collins has also violated N.C. Gen. Stat. §58-71-165 in that he has failed to submit correct monthly reports to the Department and has violated N.C.A.C. 13.0515 for failing to retain proper receipts for all bonds written; and

WHEREAS, these violations provide the Department with an adequate basis to initiate an administrative action to suspend or revoke Collins' licenses and to assess a monetary penalty against Collins; and

WHEREAS, as of the date of this document, Collins has made full restitution of all monies received from said consumer in this matter; and

WHEREAS, the Parties mutually wish to resolve this matter by consent before the Department initiates an administrative hearing concerning these violations.


NOW THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Collins hereby agree to the following and waive any objections to the following:

1. Collins shall pay a civil penalty of \$500.00, due immediately upon execution of this agreement. 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. Collins enters into this Settlement Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter.
3. Collins voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violations and disciplinary actions referenced in this Settlement Agreement. Collins also waives any right to appeal and agrees not to challenge the validity of this Settlement Agreement in any way.
4. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
5. The Department agrees that it will not initiate any additional administrative actions based on the violations referenced herein provided that Collins does not violate the terms and conditions of this Settlement Agreement and provided that the Department does not discover any additional violations or grounds for discipline. This Settlement Agreement shall not preclude the Department from pursuing any criminal charges or civil actions against Collins. This agreement does not in any way affect the Department's disciplinary power in any other cases or complaints involving Collins.
6. Collins understands that he may consult with an attorney prior to entering into this Settlement Agreement.
7. This written document contains the entire agreement between the Parties. There are no other oral or written agreements of any kind that alter or add to this agreement.
8. The Parties agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this Settlement Agreement.
9. If, for any reason, any part or provision of this Settlement Agreement is found to be void or unenforceable, the other parts and provisions shall remain in full force

and effect.

10. The Parties have read and understand this Settlement Agreement and agree to abide by the terms and conditions contained herein.

This the 28 day of January, 2005.


Eagle A. Collins


North Carolina Department of Insurance

By Angela K. Ford
Senior Deputy Commissioner