

RECEIVED IN AGENT SERVICES  
A.S. - N.C.D.O.I.  
OCT 20 2005  
CHECK NO. [REDACTED]  
CHECK AMT. [REDACTED]  
STATE OF NORTH CAROLINA  
COUNTY OF WAKE  
PROCESSOR

NORTH CAROLINA DEPARTMENT OF INSURANCE  
RALEIGH, NORTH CAROLINA

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OCT 19 2005

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STATE OF NORTH CAROLINA  
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PROCESSOR

BEFORE THE COMMISSIONER  
OF INSURANCE

IN THE MATTER OF THE LICENSURE  
OF ELLIOT HUNTER

SETTLEMENT  
AGREEMENT

NOW COME Elliot Hunter (hereinafter "Hunter") 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, Hunter holds an active surety bondsman license issued by the Department (license number S837); and

WHEREAS, in September 2005, Hunter collected a collateral security in the amount of \$5,900.00 from Larry Alexander (hereinafter "Alexander"), for Alexander's Superior Court case numbers 01 CRS 031326, 01 CRS 031327, and 01 CRS 165071 in Mecklenburg County, North Carolina; and

WHEREAS, on or about September 24, 2002, Alexander paid Hunter \$5,400.00 in cash for the bond and Alexander and Hunter entered into an agreement for Alexander to thereafter make monthly payments in order to satisfy the remaining balance of \$2,600.00; and

WHEREAS, Hunter improperly surrendered Alexander on October 17, 2002, on the bases that Alexander left the jurisdiction of Mecklenburg County, North Carolina and traveled to Cabarrus County, North Carolina, and that Hunter had not received Alexander's payments on a timely basis; and

WHEREAS, no lawful basis existed for Hunter to surrender Alexander because of his travel from Mecklenburg County to Cabarrus County; and

WHEREAS, Hunter cannot show that Alexander failed to make payments on a timely basis; and

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

1. Contemporaneously with the execution of this document, Hunter shall pay a civil penalty of \$750.00 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."

2. Hunter enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Hunter understands that he may consult with an attorney prior to entering into this Agreement.

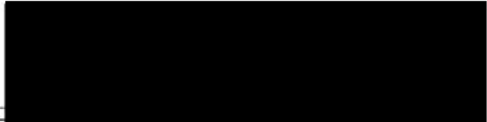
3. This Agreement does not in any way affect the Department's disciplinary authority in any other cases or complaints involving Hunter.

4. This Agreement, when finalized, will be a public record and is not confidential. Any and all licenses issued by the Department to the licensee shall reflect that regulatory action has been taken against the licensee following the execution of this Agreement. 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.

5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Hunter understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that a surety 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.

  
Elliot Hunter

  
North Carolina Department of Insurance  
By: Angela Ford  
Senior Deputy Commissioner

Date: 10.13.05

Date: 10-24-05