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NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

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STATE OF NORTH CAROLINA)
COUNTY OF WAKE)

AGENT SERVICES)
BEFORE THE COMMISSIONER)
OF INSURANCE)

IN THE MATTER OF THE LICENSURE)
OF AMANDA PERRY)

VOLUNTARY SETTLEMENT)

AGREEMENT)

NOW COME Amanda Perry [hereinafter, "Ms. Perry"] and the North Carolina Department of Insurance [hereinafter "the Department"], by and through Senior Deputy Commissioner Angela Ford, and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement, hereinafter "this document":

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

WHEREAS, Ms. Perry holds a Surety Bail Bondsman's license issued by the Department;

WHEREAS, Ms. Perry operates a surety bail bond business named A & B Bail Bonds in Raleigh, North Carolina;

WHEREAS, the Agent Services Division [hereinafter, "ASD"] of the Department received a complaint that A & B Bail Bonds failed to return \$5000.00 in collateral which Jean Farior paid by credit card on a bond for her son, Stephen L. Stargardt. The bond was executed on July 17, 2007;

WHEREAS, in response to a April 28, 2008 letter from ASD, Ms. Perry asserted that on September 7, 2007, Mr. Stargardt requested that A & B Bail Bonds refund \$5000.00 in collateral which his mother paid by credit card. Ms. Perry further asserted that A & B Bail Bonds was unaware that: (1) Mr. Stargardt's case had been closed and (2) Ms. Farior's credit card had been charged \$5000.00. On January 23, 2008, after Mr. Stargardt provided proof that his case had been disposed and a copy of his mother's credit card statement showing the \$5000.00 charge, A & B Bail Bonds refunded the \$5000.00;

WHEREAS, Ms. Perry violated N.C.G.S. § 58-71-95(5) by failing to return the \$5000.00 in collateral received for Stephen L. Stargardt within 72 hours after final termination of liability on the bond;

WHEREAS, Ms. Perry violated N.C.G.S. § 58-71-100(a) by failing to give a written

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receipt for the \$5000.00 in collateral charged to Ms. Farrior's credit card and violated N.C.G.S. § 58-71-168 by failing to maintain all records related to executing the bail bond for Mr. Stargardt, including receipts, for not less than three years after the final entry was made;

WHEREAS, Ms. Perry's violations of the foregoing statutes constitute grounds under N.C.G.S. § 58- 71-80(a)(4),(7), and (8) for the Commissioner to take disciplinary action against Ms. Perry's surety bail bondsman's license;

WHEREAS, Ms. Perry has agreed to pay a total administrative fine of \$250.00 in lieu of administrative action against her license for these violations of Chapter 58 and to implement and comply with the corrective action plan attached and incorporated with this Agreement as Exhibit A;

WHEREAS, the parties to this document have reached a mutually agreeable resolution of this matter as set out in this Voluntary Settlement Agreement.

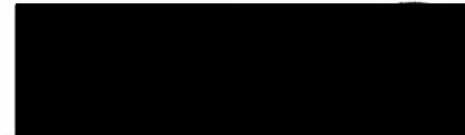
NOW, THEREFORE, in exchange for the consideration of the promises and agreements set out herein, the Department and Ms. Perry hereby agree to the following:

1. Contemporaneously with the execution of this document, Ms. Perry shall pay a civil penalty of two hundred and fifty dollars (\$250.00) 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. The Department must receive both the civil penalty and this signed document from Ms. Perry no later than **December 5, 2008**.
2. Ms. Perry agrees to comply with all statutory and regulatory requirements applicable to insurance agents in this State and to comply with the corrective action plan attached and incorporated with this Agreement as Exhibit A.
3. This Agreement does not in any way affect the Department's disciplinary power in any future actions, cases or complaints involving Ms. Perry.
4. The parties to this document agree that the Superior Court of Wake County shall be the venue for any actions seeking to enforce this document.
5. If, for any reason, any part or provision of this document is found to be void or unenforceable, the other parts and provisions shall remain in full force and effect.
6. The parties to this document have read and understand this document and agree to abide by the terms and conditions contained herein.
7. This Agreement, when finalized, will be a public record and is not confidential.

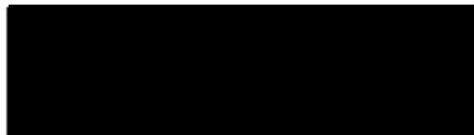
Any and all licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Department is free to disclose the contents of this Agreement with third parties upon request or pursuant to any law or policy providing for such disclosure. The Department routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.

8. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Perry understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Ms. Perry's license may be revoked for violating an Order of the Commissioner.
9. Ms. Perry voluntarily waives any right to notice of an administrative hearing and any right to a hearing on the violation and disciplinary action referenced in this Settlement Agreement. Ms. Perry also waives any right to appeal and agrees not to challenge the validity of this Settlement Agreement in any way.
10. The promises, agreements, representations and consideration contained herein are not mere recitals but are contractual in nature.
11. 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.

This the 15 day of Dec., 2008.



Amanda M. Perry



North Carolina Department of Insurance
By Angela K. Ford
Senior Deputy Commissioner

12-18-08