

NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA

STATE OF NORTH CAROLINA
COUNTY OF WAKE

BEFORE THE COMMISSIONER
OF INSURANCE

87615

IN THE MATTER OF THE LICENSURE
OF ACTION IMMIGRATION BONDS AND
INSURANCE AGENCY SERVICES, INC.

VOLUNTARY SETTLEMENT
AGREEMENT

RECEIVED IN AGENT SERVICES
A.S. - N.C.D.O.I.

JAN 18 2012

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PROCESSOR JEP

NOW COME, Action Immigration Bonds and Insurance Agency Services, Inc. (hereinafter "AIBIAS") 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 the insurance laws of this State, and for regulating and licensing insurance agents and business entities; and

WHEREAS, AIBIAS currently holds a non-resident Corporation (Business Entity) License with the Department; and

WHEREAS, North Carolina General Statute § 58-33-32(k) requires designated producers on behalf of the licensed business entity to report to the Commissioner any administrative action taken against the producer in another state or by another governmental agency in this State within 30 days after the final disposition of the matter; and

WHEREAS, on or about July 30, 2008 AIBIAS entered into a consent agreement with the State of California to resolve a series of issues, resulting in a monetary penalty imposition of \$60,000; and

WHEREAS, on or about December 31, 2008, an officer of AIBIAS, Ms. Judy Prager, entered into a consent order with the State of Utah for failing to disclose an action taken by another state against AIBIAS, that included a monetary penalty imposition of \$5000 ; and

WHEREAS; on or about February 25, 2009, Ms. Prager entered into a Consent Order with the State of New York for failing to disclose another state's action against AIBIAS, that included a monetary penalty imposition of \$500; and

WHEREAS, there is no record of any designated producer on behalf of AIBIAS disclosing these actions to the Department within 30 days of the entry of such actions as required by North Carolina General Statute § 58-33-32(k); and

WHEREAS, AIBIAS acknowledges and admits to the violations set out herein; and

WHEREAS, AIBIAS 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 AIBIAS; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

1. Immediately upon the signing of this Agreement, AIBIAS shall pay a civil penalty of **\$750.00** to the Department. The form of payment shall be by 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." AIBIAS shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than **February 13, 2012**. 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. This Agreement does not in any way affect the Department's disciplinary power in any future examination of AIBIAS, or in any other complaints involving AIBIAS.
3. AIBIAS enters into this Agreement freely and voluntarily and with the knowledge of its right to have an administrative hearing on this matter. AIBIAS understands it may consult with an attorney prior to entering into this Agreement.
4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. AIBIAS understands that N.C.G.S. § 58-33-46(a)(2) provides that a business entity's license may be revoked for violating an Order of the Commissioner.
5. This Agreement, when finalized, will be a public record and will not be held confidential by the Department. Following the execution of this Agreement, any and all licenses issued by the Department to AIBIAS shall reflect that Regulatory Action has been taken against it. 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.

6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.

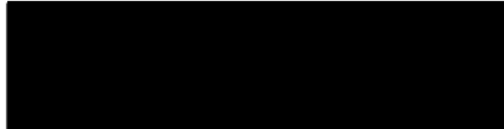
This the 13 day of January, 2012.

Action Immigration Bonds and
Insurance Agency Services, Inc.



By: Robert Prager, President
Designated Licensed Producer

North Carolina Department of Insurance



By: Angela Ford
Senior Deputy Commissioner

1-20-12