

FILED

MAY 06 2020

INSURANCE REGULATION
Docketed by: 



OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 261840-20-CO

Application for the Issuance of a Permit to
O'SHAUGHNAHILL SURETY & INSURANCE, INC.,
to Form an Authorized Domestic Insurer and for the
Subsequent Issuance of a Certificate of Authority

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing with the FLORIDA OFFICE OF INSURANCE REGULATION ("OFFICE") by O'SHAUGHNAHILL SURETY & INSURANCE, INC. ("APPLICANT"), of an application for the issuance of a Permit and a subsequent Certificate of Authority to APPLICANT as an authorized domestic insurer ("Application"), pursuant to Sections 624.401, 624.404, 624.413, 628.051, 628.061, 628.071, and 628.081, Florida Statutes, to write the (0245) Bail Bonds line of insurance in this state. Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds, as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties herein.
2. APPLICANT has applied for and, subject to the present and continuing satisfaction of the requirements, terms, and conditions established herein, has satisfactorily met all the conditions precedent to APPLICANT being granted a Permit to form a domestic insurer in Florida, pursuant to the requirements set forth by the Florida Insurance Code.
3. The Application represents that, prior to the issuance of a Certificate of Authority,

APPLICANT will become a newly-formed Florida stock corporation with 50,000 shares of common stock authorized, each share having a par value of \$100.00 United States Dollars (“USD”) per share. APPLICANT’s issued and outstanding stock will be owned 100% by O’SHAUGHNAHILL HOLDINGS, LLC (“O’SHAUGHNAHILL HOLDINGS”), a Florida limited liability company, which is 50% owned by PETER HILL and 50% owned by KEVIN O’SHAUGHNESSY, individuals.

4. APPLICANT, O’SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O’SHAUGHNESSY have made material representations that, except as disclosed in the Application, none of the incorporators, officers, directors, or 10% or greater shareholders of APPLICANT or O’SHAUGHNAHILL HOLDINGS have been found guilty of, or have pleaded guilty or nolo contendere to, a felony or a misdemeanor, other than a civil traffic offense.

5. APPLICANT, O’SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O’SHAUGHNESSY have further represented that they have provided complete information on each of the individuals referenced in paragraph 4 above. If said information has not been provided to the OFFICE, or if the sources utilized by the OFFICE in its investigation process reveal that the representations made in paragraph 4 above are inaccurate, said entity shall, within 30 days of receipt of notification from the OFFICE, undertake such remedial actions with regard to the individual at issue as directed by the OFFICE. Such actions may include removing the individual as officer, director, or incorporator of said entity and replacing them with a person or persons acceptable to the OFFICE, as well as the entity requiring that an individual 10% or greater shareholder divest their ownership to below 10%.

6. If, upon receipt of notification from the OFFICE, pursuant to paragraph 5 above, APPLICANT, O’SHAUGHNAHILL HOLDINGS, PETER HILL, or KEVIN

O'SHAUGHNESSY does not timely take the required corrective action, APPLICANT, O'SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O'SHAUGHNESSY agree that such failure to act would constitute an immediate serious danger to the public and the OFFICE may immediately suspend, revoke, or take other administrative action as it deems appropriate upon the Permit or subsequent Certificate of Authority of APPLICANT without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes. Such failure by APPLICANT or O'SHAUGHNAHILL HOLDINGS to take corrective action shall further constitute grounds to deny APPLICANT a Certificate of Authority.

7. APPLICANT and O'SHAUGHNAHILL HOLDINGS have filed with this Application a Plan of Operation, biographical information, legal documents, and other supporting documentation to obtain a Permit and subsequent Certificate of Authority for APPLICANT. In deciding to issue a Permit to APPLICANT, the OFFICE has relied on the accuracy and truthfulness of the documents provided by APPLICANT and O'SHAUGHNAHILL HOLDINGS. APPLICANT and O'SHAUGHNAHILL HOLDINGS represent that the Application filed with the OFFICE and all related submissions and responses have been reviewed by APPLICANT and O'SHAUGHNAHILL HOLDINGS, and that these documents, as amended to date, are complete and correct in all respects. APPLICANT and O'SHAUGHNAHILL HOLDINGS further represent that they have disclosed and provided, or will provide to the OFFICE, copies of all current understandings and agreements relating to the formation, funding, and future transaction of insurance by APPLICANT that will be entered into by APPLICANT, or any of its incorporators, officers, directors, or its ultimate managing shareholders for such purposes.

8. APPLICANT will be formed with 50,000 shares of common stock authorized, of

which it anticipates initially issuing 15,000 shares. APPLICANT's initial capital will consist of \$1,500,000 USD unencumbered cash, from the issuance of the 15,000 shares of common stock to O'SHAUGHNAHILL HOLDINGS. Further, APPLICANT has represented that it will have an additional \$1,000,000 USD unencumbered cash contribution of paid-in and contributed surplus.

9. APPLICANT represents that \$100,000 USD of the initial capital will be used to complete the statutory deposit requirement of Section 624.411, Florida Statutes, with the Bureau of Collateral Management.

10. Final approval and issuance of APPLICANT's Certificate of Authority shall be granted in writing by the OFFICE at such time as the OFFICE is satisfied that APPLICANT has complied with all provisions of this Consent Order and the OFFICE has received the following documents within 60 days of the execution of this Consent Order, unless otherwise specified herein, and the OFFICE is satisfied that the documents meet the requisite statutory and rule requirements:

a) Proof of the deposit of \$100,000 USD with the Bureau of Collateral Management, as required by Section 624.411, Florida Statutes;

b) Proof of the deposit of \$2,400,000 USD in cash into APPLICANT's account in a Florida banking institution, which is a member of the Federal Reserve System and located in Florida, representing its initial capital funding, along with a written certification from the bank, signed by an officer of the bank, stating that such deposit has not been pledged as collateral or otherwise encumbered, hypothecated, or pledged, and that no such encumbrance or agreement to encumber exists;

c) Executed and notarized copies of APPLICANT's Articles of Incorporation;

d) A complete and current copy of APPLICANT's Articles of Incorporation certified by the Florida Secretary of State;

e) Board Resolution for the adoption of the Bylaws;

f) A copy of the Bylaws certified as complete and current by APPLICANT's Secretary;

g) Evidence that APPLICANT's Board of Directors has ratified the execution of this Consent Order by KEVIN O'SHAUGHNESSY on APPLICANT's behalf as President and one of its incorporators, and indicating APPLICANT's willingness to be bound by the terms, conditions, and representations stated herein;

h) Certificate of Status from the Florida Secretary of State;

i) Federal Employers Identification Number (FEIN);

j) Copy of the fully-executed Bail Bond Managing General Agent Agreement with Peter Hill;

k) Copy of the fully-executed Cost Sharing Agreement with O'SHAUGHNAHILL HOLDINGS and Bail Bonds Now, LLC;

l) Copy of specimen marketing and solicitation materials;

m) Copy of a Disaster Coordination/Response Plan ("Plan") for APPLICANT that addresses APPLICANT's response in the event of one or more catastrophic events such as hurricanes, tornadoes, or pandemic illnesses. The Plan will address the APPLICANT's response to a disaster, including impact to policyholders, business continuity given the damage to the company's offices or records, ability to outsource to independent adjusters, and, if there are contracted outsourcing entities, plans in place with those entities;

n) Copy of the initial, fully-executed Holding Company Registration

Statement for APPLICANT; and

o) Executed copies of all other agreements not mentioned above, relating to the operations and management of APPLICANT.

11. APPLICANT shall, within 10 days of receiving its Certificate of Authority, submit to the OFFICE its National Association of Insurance Commissioners (“NAIC”) Company Code assignment.

12. If, at the time of submitting documents for its Certificate of Authority, there are any new officers, directors, or 10% or greater shareholders of APPLICANT, then APPLICANT shall file with the OFFICE biographical affidavits, fingerprint cards, authority for release of information forms, and background investigation reports for these individuals at such time. If the completed fingerprint cards of any said person furnished to the OFFICE or other sources utilized by the OFFICE in its investigation process reveal that the representations made in paragraph 4 above are inaccurate, said entity shall, within 30 days of receipt of notification from the OFFICE, undertake such remedial actions with regard to the individual at issue as directed by the OFFICE. Such actions may include removing the individual as officer or director of said entity and replacing them with a person or persons acceptable to the OFFICE, as well as the entity requiring that an individual 10% or greater shareholder divest their ownership to below 10%.

13. APPLICANT acknowledges and agrees that, if the OFFICE determines that the documentation specified in paragraph 12 above is not submitted as required, is incomplete, or does not meet the requisite statutory or rule requirements, the OFFICE shall hold the Certificate of Authority component of the Application in abeyance and withdraw the Application from consideration until such time as the required documentation has been submitted to the OFFICE for review.

14. Upon the issuance of a Certificate of Authority to APPLICANT, APPLICANT shall further comply with the following:

a) APPLICANT shall not transact business until APPLICANT's forms and rates have been approved in writing by the OFFICE;

b) APPLICANT shall comply with the requirements of Section 624.424, Florida Statutes, including, but not limited to, the filing of the annual statement, quarterly statements, an annual statement of opinion on loss and loss adjustment expense reserves, and the annual independent audited financial report;

c) APPLICANT shall maintain its principal place of business in Florida and shall make available to the OFFICE complete records of its affairs. APPLICANT shall also maintain its office, records, and assets in Florida pursuant to Section 628.271, Florida Statutes. The physical form, if any, of the assets shall also be maintained in Florida, or in compliance with Section 628.511, Florida Statutes;

d) Notwithstanding other applicable surplus requirements, APPLICANT shall maintain Total Adjusted Capital of at least 300% of its Authorized Control Level Risk-Based Capital. Total Adjusted Capital and Authorized Control Level Risk-Based Capital are defined in Section 624.4085(1)(b) and Section 624.4085(1)(q), Florida Statutes;

e) APPLICANT shall maintain sufficient and adequate internal controls and supervision of any external contractor providing services in connection with the insurance transactions of APPLICANT, and shall further assume responsibility for the actions of said contractor as they relate to any performance under the service agreements;

f) APPLICANT agrees that any managerial, administrative, or cost-sharing arrangements involving APPLICANT shall be in accordance with a formal written agreement

and contain, at a minimum, the following:

i. A requirement of monthly cash settlement of any expenses incurred for the month; and

ii. A clear delineation of the financial boundaries of each operation.

Further, APPLICANT shall not bear any occupancy expenses for space which is occupied by any other entity and, upon examination, shall be prepared to demonstrate how the occupancy cost and space is allocated among co-located entities;

g) APPLICANT shall not write business in any state outside of Florida without the prior written approval of the OFFICE;

h) As a condition of the OFFICE's issuance of a Certificate of Authority to APPLICANT, APPLICANT shall maintain a deposit with the Bureau of Collateral Management, in the amount of at least \$100,000 USD as required by Section 624.411, Florida Statutes;

i) APPLICANT shall at all times maintain an anti-fraud plan that complies with Section 626.9891, Florida Statutes, and Chapter 69D-2, Florida Administrative Code;

j) Any agreements that APPLICANT enters into with any affiliated person, entity, or related party, as defined in Statement of Statutory Accounting Principles No. 25 of the NAIC Accounting Practices and Procedures Manual, shall be in writing and shall be submitted to the OFFICE for the OFFICE's review and prior written approval. "Affiliate" and "affiliated person" shall have the same meaning as in Section 624.10, Florida Statutes;

k) APPLICANT acknowledges that any reinsurance agreement it enters into shall maintain compliance with Sections 624.404(4) and 624.610, Florida Statutes;

l) APPLICANT shall file a completed and executed copy of any custody account agreement, which shall contain all of the required provisions of Rule 69O-143.042,

Florida Administrative Code, and any investment management agreement to which it is a party;

m) APPLICANT's ultimate controlling person, as defined in Section 628.801(2), Florida Statutes, shall file with the OFFICE the Enterprise Risk Report required by Section 628.801(2), Florida Statutes, and any and all additional information necessary to evaluate the enterprise risk of APPLICANT and APPLICANT's affiliates;

n) APPLICANT shall file updates to its Holding Company Registration Statement, as required by Section 628.801, Florida Statutes, and Rule 69O-143.046, Florida Administrative Code;

o) During the 3 years following the entry of this Consent Order, APPLICANT shall pay only those dividends that have been approved in advance and in writing by the OFFICE;

p) APPLICANT shall comply with its Plan of Operation and supporting documents as submitted with the Application. Written approval must be secured from the OFFICE prior to any material deviation from said Plan of Operation;

q) Any arrangement or agreement with an affiliated party for the provision of administrative services shall be evidenced by a written contract. Any such contract shall comply with the following requirements:

i. APPLICANT must have the right to terminate the contract for cause;

ii. The contract shall contain a provision with respect to the underwriting or other standards pertaining to the business underwritten by APPLICANT;

iii. The contract shall be retained as part of the official records of both the affiliate and APPLICANT for the term of the contract and 5 years afterward;

iv. Payment to the affiliate of any premiums or charges for insurance by or on behalf of the insured shall be deemed to have been received by APPLICANT, and return premiums or claims payments forwarded by APPLICANT to the affiliate shall not be deemed to have been paid to the insured or claimant until such payments are received by the insured or claimant;

v. The affiliate shall hold all funds collected on behalf of or for APPLICANT as well as all return premiums received from APPLICANT in a fiduciary capacity in trust accounts;

vi. The affiliate shall adhere to underwriting standards, rules, procedures and manuals setting forth the rates to be charged, and the conditions for the acceptance or rejection of risks as determined by APPLICANT;

vii. All fees and charges must be specified in the contract and they must be comparable to fees charged to any other insurer for which similar contracted services are provided by the affiliate; or, if the affiliate does not perform such services for other insurers, the fees charged must be reasonable in relation to the services provided;

viii. All claims paid by the affiliate from funds collected on behalf of APPLICANT shall be paid only on drafts of, and as authorized by, APPLICANT;

ix. APPLICANT shall retain the right of continuing access to books and records maintained by the affiliate sufficient to permit APPLICANT to fulfill all of its contractual obligations to insured persons, subject to any restrictions in the written agreement between APPLICANT and the affiliate on the proprietary rights of the parties in such books and records;

x. The affiliate shall provide written notice approved by

APPLICANT to insured individuals advising them of the identity of, and relationship among, the affiliate, the policyholder, and APPLICANT; and

xi. Any policies, certificates, booklets, termination notices, or other written communications delivered by APPLICANT to the affiliate for delivery to its policyholders shall be delivered by the affiliate promptly after receipt of instructions from APPLICANT to deliver them;

r) APPLICANT shall take necessary steps to effectuate membership in associations or funds, as required by the following statutes, and to comply with the conditions contained in such entities' Plans of Operation. Further, APPLICANT agrees to pay any and all assessments levied by such entities and applicable laws. APPLICANT acknowledges full responsibility for determining the associations or funds it is required to join, pursuant to Sections 215.555, 627.311(4), 627.351(1), 627.351(4), 627.351(6), 627.3515, 631.55, 631.715, and 631.911, Florida Statutes. APPLICANT further acknowledges its statutory obligations pursuant to the aforementioned statutes and will continually monitor the various associations or funds that it is required to join as determined by the lines of business on its Certificate of Authority. Further, APPLICANT shall, based upon the lines of business on its Certificate of Authority, continually monitor and comply with statutory requirements regarding its membership in the associations and funds that are identified herein or that may be established in the future;

s) Any managing general agent and related contracts entered into by APPLICANT following the issuance of a Certificate of Authority shall meet the requirements of Sections 626.015(16)(a) and 626.7451, Florida Statutes;

t) APPLICANT shall obtain written approval from the OFFICE prior to contracting with any managing general agent or charging any policy fees related to contracting

with, or services provided by, a managing general agent other than that approved by the OFFICE with this Application;

u) APPLICANT shall obtain the prior written approval of the OFFICE before amending, updating, or changing any managing general agent contracts entered into by APPLICANT;

v) APPLICANT acknowledges that it shall not enter into a reinsurance arrangement with a captive without prior written approval of the OFFICE; and

w) APPLICANT acknowledges that it shall maintain compliance with Rule 69O-143.047, Florida Administrative Code.

15. At such time as APPLICANT chooses to participate in a reinsurance program, APPLICANT acknowledges that it shall submit to the OFFICE all contemplated reinsurance agreements, and that the agreements shall meet all statutory and rule requirements. Further, APPLICANT acknowledges that any necessary revision to its 3-year Pro Forma Financial Statements, reflective of the actual costs of reinsurance obtained, shall be submitted to the OFFICE. APPLICANT agrees that the OFFICE's review of said Pro Forma Financial Statements may result in the need for additional surplus or other financial requirements, as deemed appropriate by the OFFICE.

16. APPLICANT and O'SHAUGHNAHILL HOLDINGS shall ensure that any agreement APPLICANT is party to or governed by, with respect to any and all pro rata and excess of loss reinsurance coverage, shall provide for terms and pricing to be procured at open market terms. APPLICANT or O'SHAUGHNAHILL HOLDINGS shall conduct sufficient due diligence, through a broker or otherwise, and shall solicit legitimate written quotes from potential third-party reinsurers through a firm order prior to entering into a quota share or excess of loss

agreement.

17. APPLICANT shall not enter into any reinsurance or brokerage agreement, whether or not affiliated, that requires approval from the reinsurer or broker regarding any potential sale of APPLICANT.

18. APPLICANT or O'SHAUGHNAHILL HOLDINGS shall notify the OFFICE within 10 business days of any breach, non-performance of, or default under any servicing agreement with affiliates or third-party vendors providing services, directly or indirectly, to APPLICANT that could result in or cause a material adverse change in the financial condition, business performance, operations, or property of APPLICANT.

19. APPLICANT shall file with the OFFICE, via the NAIC electronic filing system, full and true statements of its financial condition, transactions, and affairs as required by Section 624.424, Florida Statutes, in a complete and timely manner. APPLICANT shall be subject to the requirements of Parts I and II of Chapter 625, Florida Statutes. Non-qualifying assets or investments in excess of limitations shall be non-admitted by the OFFICE and the surplus as to policyholders adjusted accordingly.

20. Pursuant to Section 628.071, Florida Statutes, if the OFFICE has not issued APPLICANT a Certificate of Authority within 1 year of the date of filing this Consent Order, APPLICANT's Permit shall no longer be valid.

21. APPLICANT, O'SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O'SHAUGHNESSY affirm that all information, explanations, representations, statements, and documents provided to the OFFICE in connection with this Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control with regard to the formation,

licensure, and future operation of APPLICANT. APPLICANT, O'SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O'SHAUGHNESSY further agree and affirm that said information, explanations, representations, statements, and documents, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

22. APPLICANT or O'SHAUGHNAHILL HOLDINGS shall report to the OFFICE, Property & Casualty Financial Oversight, any time that either is named as a party defendant in a class action lawsuit, within 15 days after the class is certified. APPLICANT or O'SHAUGHNAHILL HOLDINGS shall include a copy of the complaint at the time that either reports the class action lawsuit to the OFFICE.

23. APPLICANT shall maintain an information security program for the security and protection of confidential and proprietary information under its control that complies with all applicable laws and regulations regarding information security. APPLICANT agrees that it shall continually monitor and enhance the information security program in order to mitigate data security breaches. APPLICANT further agrees that it shall notify the OFFICE within 5 business days of identifying a data breach.

24. Executive Order 13224 prohibits any transactions by U.S. persons involving the blocked assets and interests of terrorists and terrorist support organizations. APPLICANT shall maintain and adhere to procedures necessary to detect and prevent prohibited transactions with those individuals and entities, which have been identified at the Treasury Department's Office of Foreign Assets Control website: <http://www.treas.gov/ofac>.

25. Within 60 days from the date of the execution of this Consent Order, APPLICANT or O'SHAUGHNAHILL HOLDINGS shall submit, or cause to be submitted, to

the OFFICE a certification evidencing compliance with all of the requirements of this Consent Order. Any exceptions shall be so noted and contained in the certification. Exceptions noted in the certification shall also include a timeline defining when the outstanding requirements of the Consent Order will be complete. Said certification shall be submitted to the OFFICE via electronic mail and directed to the attention of the Assistant General Counsel representing the OFFICE in this matter and as named in this Consent Order.

26. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such written approval by the OFFICE is subject to statutory or administrative regulation limitations.

27. APPLICANT, O'SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O'SHAUGHNESSY expressly waive a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which they may be entitled by law or rules of the OFFICE. APPLICANT, O'SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O'SHAUGHNESSY hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in any forum available to them, now or in the future, including the right to any administrative proceeding, state or federal court action, or any appeal.

28. APPLICANT, O'SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O'SHAUGHNESSY affirm that all requirements set forth herein are material to the issuance of this Consent Order.

29. APPLICANT, O'SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O'SHAUGHNESSY agree that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may result, without further proceedings, in the

OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon APPLICANT's Certificate of Authority in this state in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

30. Each party to this action shall bear its own costs and fees.

31. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the signatures of PETER HILL and KEVIN O'SHAUGHNESSY and the authorized representatives of APPLICANT and O'SHAUGHNAHILL HOLDINGS, notwithstanding the fact that the copy may have been transmitted to the OFFICE electronically. Further, APPLICANT, O'SHAUGHNAHILL HOLDINGS, PETER HILL, and KEVIN O'SHAUGHNESSY agree that the signatures of their authorized representatives, or themselves as individuals, as affixed to this Consent Order shall be under the seal of a notary public.

WHEREFORE, the agreement between O'SHAUGHNAHILL SURETY & INSURANCE, INC., O'SHAUGHNAHILL HOLDINGS, LLC, PETER HILL, KEVIN O'SHAUGHNESSY, and the FLORIDA OFFICE OF INSURANCE REGULATION, the terms and conditions of which are set forth above, is approved, and the Application for the issuance of a Permit to O'SHAUGHNAHILL SURETY & INSURANCE, INC., pursuant to Sections 628.051, 628.061, 628.71, and 628.801 Florida Statutes, is approved.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 6 day of May, 2020.



David Altmaier

David Altmaier, Commissioner
Office of Insurance Regulation

By execution hereof, KEVIN O'SHAUGHNESSY consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind O'SHAUGHNAHILL SURETY & INSURANCE, INC., as President and one of its Incorporators, to the terms and conditions of this Consent Order.

O'SHAUGHNAHILL SURETY & INSURANCE, INC.

By: Kevin O'Shaughnessy

Print Name: KEVIN O'SHAUGHNESSY

Title: President/Incorporator

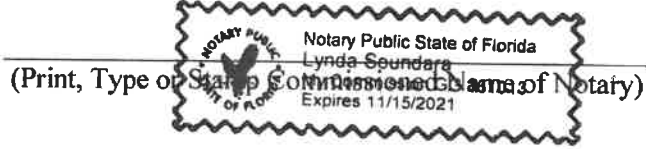
Date: May 4th 2020

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of May 2020, by Kevin O'Shaughnessy as pres. dt for O'Shaughnessy Surety & Insurance, Inc.
(type of authority; e.g., officer, trustee, attorney in fact) (name of person) (company name)

Lynda Soundara
(Signature of the Notary)



Personally Known OR Produced Identification

Type of Identification Produced FL ID.

My Commission Expires: 11/15/21

By execution hereof, O'SHAUGHNAHILL HOLDINGS, LLC, consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind O'SHAUGHNAHILL HOLDINGS, LLC, to the terms and conditions of this Consent Order.

O'SHAUGHNAHILL HOLDINGS, LLC

By: [Signature]

Print Name: Peter Hill

Title: Manager

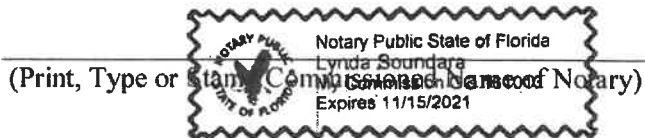
Date: 5/5/20

STATE OF Florida

COUNTY OF Pinellas Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of May 2020, by Peter Hill (name of person) as Manager (type of authority; e.g., officer, trustee, attorney in fact) for O'Shaughnahill Holdings, LLC (company name)

[Signature]
(Signature of the Notary)



Personally Known X OR Produced Identification _____

Type of Identification Produced FL DL

My Commission Expires: 11/15/21

By execution hereof, KEVIN O'SHAUGHNESSY consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein.

Kevin O'Shaughnessy
KEVIN O'SHAUGHNESSY

Date: May 4th 2020

STATE OF Florida

COUNTY OF palm Beach

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 4 day of May 2020, by Kevin O'Shaughnessy
(name of person)
as _____ for _____
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

Lynda Soundara
(Signature of the Notary)



Personally Known OR Produced Identification _____

Type of Identification Produced FL ID

My Commission Expires: 11/15/21

By execution hereof, PETER HILL consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein.

[Signature]
PETER HILL

Date: May 4th 2020

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 4 day of May 2020, by Peter Hill
(name of person)
as _____ for _____
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

[Signature]
(Signature of the Notary)

(Print, Type or Stamp Commission, Name of Notary)


Personally Known OR Produced Identification _____
Type of Identification Produced FL ID
My Commission Expires: 11/15/21

COPIES FURNISHED TO:

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KEVIN O'SHAUGHNESSY, PRESIDENT/INCORPORATOR
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Email: Kevin@Oshaugnhill.com

SANDY FAY, ATTORNEY
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