

**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 LICENSURE  
OF SCOTT N. BAYLOR III**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Scott N. Baylor III (hereinafter "Mr. Baylor") 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**, pursuant to N.C. Gen. Stat. § 58-71-80(a)(7), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes for failure to comply with or violation of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes or of any order, rule or regulation of the Commissioner; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-40 (a) and (b) provide that no person shall act in the capacity of a surety bondsman unless qualified and licensed, and the Commissioner may propound any reasonable interrogatories about the applicant's qualifications and any other matters the Commissioner considers necessary to protect the public and ascertain the qualifications of the applicant and conduct a reasonable inquiry or investigation relative to the determination of the applicant's fitness to be licensed or to continue to be licenses; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-80(a) (3) provides that the Commissioner may deny, place on probation, suspend, revoke, or refuse to renew a license for a material misstatement, misrepresentation, or fraud in obtaining the license; and

**WHEREAS**, Mr. Baylor applied for a surety bail bond license on October 06, 2020; and

**WHEREAS**, Mr. Baylor answered "No" to the screening question on the application: "Do you individually and/or jointly have any civil judgments, or decrees or liens outstanding against you for any reason, including failing to pay State or Federal income tax, as of the date of this application?"; and

**WHEREAS**, on or about December 13, 2019 Mr. Baylor was charged with (T) Speeding, 63 in a 45 zone, and pled guilty to a lesser charge of Improper Equipment-Speedometer and was fined \$30.00 and assessed \$308.00 in court costs, a total of \$338.00 owing to the court. (Moore County, NC File # 19CR703046); and

**WHEREAS**, on or about May 05, 2020 Mr. Baylor's driver's license was suspended due to failure to pay a fine (Moore County, NC File # 19CR703046); and

**WHEREAS**, by failing to include such information as requested on his application, Mr. Baylor was in violation of the provisions of N.C. Gen. Stat. § 58-71-80(a) (3), a statutory basis for refusal to issue a license to Mr. Baylor; and

**WHEREAS**, the Department denied Mr. Baylor's application on or about March 02, 2021 based on a violation of N.C. Gen. Stat. § 58-71-80(a) (3), and Mr. Baylor requested a review which was scheduled for April 14, 2021; and

**WHEREAS**, pursuant to N.C. Gen. Stat. § 58-2-70(g), the Commissioner of Insurance and the Department have the express authority to negotiate a mutually acceptable agreement with any person as to the status of the person's license or certificate or as to any civil penalty or restitution; and

**WHEREAS**, Mr. Baylor executed a Voluntary Settlement Agreement on May 06, 2021 and agreed therein to pay a fine in the amount of \$500.00 as a condition to being licensed as a surety bail bondsman; and

**NOW, THEREFORE**, in consideration of the promises and agreements set out herein, the Department and Mr. Baylor hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Baylor shall pay a **civil penalty of \$500.00** to the Department. The form of payment shall be in the form of a certified check, cashier's 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." Mr. Baylor shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Baylor. The civil penalty and the signed Agreement must be received by the Department no later than **June 16, 2021**. 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 the public schools.
2. The Department has reconsidered its denial of Mr. Baylor's application for licensure as a surety bail bondsman and will issue Mr. Baylor a surety bondsman's license upon receipt of Mr. Baylor's execution of this Voluntary Settlement Agreement and return to the Department accompanied with payment of the civil penalty set forth above in the amount of \$500.00; and
3. Mr. Baylor shall obey all laws and regulations applicable to all licenses issued to him.
4. Mr. Baylor enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Baylor understands that he may consult with an attorney prior to entering into this Agreement.
5. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Baylor, or in any other cases or complaints involving Mr. Baylor.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Baylor 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.

7. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. 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 to third parties upon request or pursuant to any law or policy providing for such disclosure. The Department, upon request, routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
  
8. This Settlement Agreement shall become effective when signed by Mr. Baylor and the Department.

**N.C. Department of Insurance**

[Redacted Signature]

By: Scott N. Baylor III  
Applicant

[Redacted Signature]

By: Marty Sumner  
Senior Deputy Commissioner

Date: 5/14/2021

Date: 5/25/21