

**NORTH CAROLINA BBRD OF INSURANCE
RALEIGH, NORTH CAROLINA**

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**BEFORE THE COMMISSIONER
OF INSURANCE**

**IN THE MATTER OF THE LICENSURE
OF TAHYSHA R. SAVAGE**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Ms. Tahysha R. Savage (hereinafter "Ms. Savage") and the Bail Bond Regulatory Division of the North Carolina BBRD of Insurance (hereinafter "BBRD"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement"):

WHEREAS, the BBRD has the authority and responsibility 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 licensed; 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, Ms. Savage applied for a surety bail bond license on May 06, 2021; and

WHEREAS, Ms. Savage answered "No" to Question 11 on the application: "Has any demand been made or judgment rendered against you for overdue monies by an insurer or others received in the conduct of business?"; and

WHEREAS, that on or about October 31, 2012, Financial Casualty Insurance, LLC (hereinafter "Financial") provided BBRD with a notice under oath stating Ms. Savage owes \$500.00 in outstanding bond forfeitures; and

WHEREAS, the bond forfeitures in the amount of \$500.00 provided by Financial were in reference to Defendant Alyssa Marie Ellis (Wake County, NC File #: 12CR205789); and

WHEREAS, on or about September 10, 2021, following Ms. Savage's application for licensure, a notice was sent to BBRD by Financial indicating that \$584.16 had been paid by Ms. Savage to Financial more than eight (8) plus years later; and

WHEREAS, Ms. Savage's misstatement on her application for licensure as a surety bail bondsman was in violation of the provisions of N.C. Gen. Stat. § 58-71-80(a) (3) and a basis for denial of Ms. Savage's application to be licensed as a surety bail bondsman; and

WHEREAS, Ms. Savage requested a review of BBRD's action; and

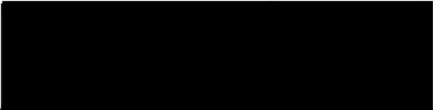
WHEREAS, Ms. Savage on February 14, 2022 accepted an offer to execute a Voluntary Settlement Agreement in which she agreed to pay a fine in the amount of \$500.00 as a condition to being licensed as a surety bail bondsman; and


NOW, THEREFORE, in consideration of the promises and agreements set out herein, the BBRD and Ms. Savage hereby agree to the following:

1. Immediately upon her signing of this document, Ms. Savage shall pay a **civil penalty of \$500.00** to the BBRD. 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 BBRD of Insurance." Ms. Savage shall send the civil penalty by certified mail, return receipt requested, to the BBRD simultaneously with the return of this Agreement, signed by Ms. Savage. The civil penalty and the signed Agreement must be received by the BBRD no later than **March 25, 2022**. 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 BBRD has reconsidered its denial of Ms. Savage's application for licensure as a surety bail bondsman and will issue Ms. Savage a surety bondsman's license upon receipt of Ms. Savage's execution of this Voluntary Settlement Agreement and return to the BBRD accompanied with payment of the civil penalty set forth above in the amount of \$500.00; and
3. Ms. Savage shall obey all laws and regulations applicable to all licenses issued to her.

4. Ms. Savage enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Savage understands that she may consult with an attorney prior to entering into this Agreement.
5. This Agreement does not in any way affect the BBRD's disciplinary power in any future follow-up examinations of Ms. Savage, or in any other cases or complaints involving Ms. Savage.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Savage 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 BBRD to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The BBRD 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 BBRD 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 Ms. Savage and the BBRD.

**N.C. Department of Insurance
Bail Bond Regulatory Division**


By: **Tahysha R. Savage**
Applicant


By: **Marty Sumner**
Senior Deputy Commissioner

Date: 3/24/22

Date: 3/24/22