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**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
CLYENZER TAYLOR
LICENSE NO. 0016145766**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Clyenzer Taylor (hereinafter "Ms. Taylor") 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 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 N.C. General Statutes or of any order, rule or regulation of the Commissioner; and

WHEREAS pursuant to N.C. Gen. Stat. § 58-71-80(a)(8), the Commissioner may deny, suspend, revoke, or refuse to renew any license under Article 71 of Chapter 58 of the North Carolina General Statutes when in the judgement of the Commissioner, the licensee has, in the conduct of the licensee's affairs under the license, demonstrated incompetency, financial irresponsibility, or untrustworthiness; or that the licensee is no longer in good faith carrying on the bail business; or that the licensee is guilty of rebating, or offering to rebate, or offering to divide the premiums received for the bond; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(14b), the Commissioner may place on probation, suspend, revoke or refuse to renew any license for violation of (i) any law governing bail bonding or insurance in this State or any other jurisdiction, or (ii) any rule of the Financial Industry Regulatory Authority; and

WHEREAS, N.C. Gen. Stat. § 58-71-95 (3) prohibits a bail bondsman or runner to pay a fee or rebate or give anything of value to the principal or anyone in his or her behalf; and

WHEREAS, the Bail Bond Regulatory Division of the Department received information that Ms. Taylor's company's websites: <http://www.mycbailbondsgroup.com> and <http://www.msrbailbonds.com> contained language therein that appears to violate the provisions of N.C. Gen. Stat. § 58-71-95 (3) in that

Ms. Taylor's bail bond company offered \$100 off a client's first service fee; an

WHEREAS, Ms. Taylor's actions in offering a reduction in fees for bail bond services demonstrates a failure to comply with and/or violations of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes as set forth above for which Ms. Taylor's surety bail bondsman's license could be suspended or revoked; and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Ms. Taylor 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 Ms. Taylor; 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

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

1. Immediately upon his signing of this document, Ms. Taylor shall pay a **civil penalty of \$2,500.00** 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." Ms. Taylor shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Taylor. The civil penalty and the signed Agreement must be received by the Department no later than **September 18, 2019**. 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. Ms. Taylor shall remove all references to the offer of fee reduction from all print, audio, internet and social and all other electronic media of any kind immediately and cease and desist from all future use of such or similar offers.
3. Ms. Taylor shall obey all laws and regulations applicable to all licenses issued to her.
4. Ms. Taylor enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Taylor understands that she 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 Ms. Taylor, or in any other cases or complaints involving Ms. Taylor.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Taylor understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a surety bail 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 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. Taylor and the Department.

N.C. Department of Insurance



By: Clyenzer Taylor
License No. 0016145766



By: Marty Summer
Deputy Commissioner

Date: 9/15/19

Date: 9/20/19