

**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
ROBERT D. CLEMENT,
(NPN #16913589)**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME Robert D. Clement ("Bail Bondsman") and the Bail Bond Regulatory Division of the North Carolina Department of Insurance ("BBRD") and voluntarily and knowingly enter into the following Voluntary Settlement Agreement ("Agreement") to resolve outstanding case file number 55810:

WHEREAS, BBRD regulates and licenses professional bail bondsmen, accommodation bail bondsmen, surety bail bondsmen, and bail runners in North Carolina; and

WHEREAS, Bail Bondsman holds a license as a surety bail bondsman first issued by BBRD on February 26, 2013; and

WHEREAS, at all relevant times herein, James Adams Brooks ("Brooks"), a criminal defendant, had an active bond in the amount of \$1,000.00 in Jackson County, North Carolina; and

WHEREAS, Brooks failed to appear for a court date and a Bond Forfeiture Notice was issued on the bond; and

WHEREAS, after the Bond Forfeiture Notice was issued, Bail Bondsman contacted Larry Malone and requested Mr. Malone's assistance in "pinging" or finding the location of Brooks' cellular phone, and Mr. Malone informed Bail Bondsman that Brooks' phone was located at 2428 Bear Creek Road, Leicester, Buncombe County, North Carolina; and

WHEREAS, at all times relevant herein, Larry Malone was not licensed as a bail bondsman or runner by the State of North Carolina; and

WHEREAS, on the evening of February 20, 2017, Bail Bondsman, as well as Larry Malone and two licensed bondsmen, James Henderson and Meredith Ferrier, went to the property located at 2428 Bear Creek Road, Leicester, Buncombe County, North Carolina; and

WHEREAS, the names of the individuals residing at 2428 Bear Creek Road, Leicester, Buncombe County, North Carolina on February 20, 2017 were Albert Autry ("Autry"), Marlene Autry, and Jessica Autry; and

WHEREAS, none of the individuals residing at 2428 Bear Creek Road, Leicester, Buncombe County, North Carolina on February 20, 2017 signed the bond on behalf of Brooks; and

WHEREAS, upon arrival, Bail Bondsman, Larry Malone, James Henderson, and Meredith Ferrier encountered Autry who informed Bail Bondsman and the other three individuals that they were at the wrong address and asked them to leave the property; and

WHEREAS, Autry placed a 911 emergency call stating that several men claiming to be bail bondsmen were on his property and refused to leave; and

WHEREAS, in response to Autry's 911 call, the Buncombe County Sheriff's Office dispatched officers to the residence at 2428 Bear Creek Road, Leicester, North Carolina; and

WHEREAS, after Bail Bondsman, ~~Larry Malone~~, James Henderson, and Meredith Ferrier refused to leave Autry's property, Autry retrieved a shotgun from his residence and again directed Bail Bondsman and the others to leave; and

WHEREAS, Autry informed Bail Bondsman and the others that he would fire a warning shot and then proceeded to fire the shotgun at the ground; and

WHEREAS, after Autry fired the warning shot, Bail Bondsman discharged a taser which struck Autry, who fell to the ground; and

WHEREAS, after Autry was tasered, Brooks exited a neighboring property and surrendered to Respondent; and

WHEREAS, Bail Bondsman was arrested by the Buncombe County Sheriff's Office on February 21, 2017 and charged with one count of second-degree trespass, a Class 3 misdemeanor under N.C. Gen. Stat. § 14-159.13, and one count of aiding and abetting Larry Malone in acting as a bail bondsman when in fact Mr. Malone was not licensed as a bail bondsman or runner, a Class 1 misdemeanor under N.C. Gen. Stat. § 58-71-185, in *State v. Robert David Clement*, No. 17-CR-1680 (Buncombe Co.); and

WHEREAS, on September 21, 2017, Bail Bondsman was convicted of second-degree trespass, a Class 3 misdemeanor, and aiding and abetting an unlicensed bail bondsman, a Class 1 misdemeanor, by the General Court of Justice, District Court Division, Buncombe County, North Carolina in *State v. Robert David Clement*, No. 17-CR-1680 (Buncombe Co.), and judgment was continued upon Bail Bondsman's payment of the criminal bill of costs; and

WHEREAS, Bail Bondsman has not been charged with any criminal violations since September 21, 2017 and BBRD has not received any complaints regarding Bail Bondsman's conduct as a surety bail bondsman since September 21, 2017; and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(2) authorizes the Commissioner to "deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article" for

“[a] conviction of any misdemeanor committed in the course of dealings under the license issued by the Commissioner[;]” and

WHEREAS, because Bail Bondsman was convicted of second-degree trespass and aiding and abetting an unlicensed bail bondsman in *State v. Robert David Clement*, No. 17-CR-1680 (Buncombe Co.), which were both misdemeanors committed in Bail Bondsman’s course of dealings under his North Carolina surety bail bondsman license, Bail Bondsman agrees that the Commissioner is otherwise vested with the authority to suspend, revoke, place on probation, or refuse to renew Bail Bondsman’s North Carolina license by N.C. Gen. Stat. § 58-71-80(a)(2); and

WHEREAS, N.C. Gen. Stat. § 58-71-80(a)(14) authorizes the Commissioner to “deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article” for “knowingly aiding and abetting others to evade or violate the provisions of this Article[;]” and

WHEREAS, N.C. Gen. Stat. § 58-71-40(a), codified within Article 71 of Chapter 58, provides that “[n]o person shall act in the capacity of a professional bondsman, surety bondsman, or runner or perform any of the functions, duties, or powers prescribed for professional bondsmen, surety bondsmen, or runners under this Article unless that person is qualified and licensed under this Article[;]” and

WHEREAS, because Bail Bondsman was convicted of aiding and abetting Larry Malone in acting as a bail bondsman when in fact Mr. Malone was not licensed as a bail bondsman or runner in *State v. Robert David Clement*, No. 17-CR-1680 (Buncombe Co.), Bail Bondsman agrees that the Commissioner is otherwise vested with the authority to suspend, revoke, place on probation, or refuse to renew Bail Bondsman’s North Carolina license by N.C. Gen. Stat. § 58-71-80(a)(14); and

WHEREAS, N.C. Gen. Stat. § 59-71-80(a)(14b) further authorizes the Commissioner to “deny, place on probation, suspend, revoke, or refuse to renew any license issued under this Article” for “[v]iolation of (i) any law governing bail bonding or insurance in this State or any other jurisdiction...[;]” and

WHEREAS, because Bail Bondsman was convicted of aiding and abetting an unlicensed bail bondsman in violation of N.C. Gen. Stat. §§ 58-71-40(a) and 58-71-185, which are laws governing bail bonding in this State within the meaning of N.C. Gen. Stat. § 58-71-80(a)(14b), Bail Bondsman agrees that the Commissioner is otherwise vested with the authority to suspend, revoke, place on probation, or refuse to renew Bail Bondsman’s North Carolina license by N.C. Gen. Stat. § 58-71-80(a)(14b); and

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

WHEREAS, Bail Bondsman has agreed to settle, compromise, and resolve the matters described in this Agreement, in lieu of proceeding to a formal administrative hearing, on behalf of himself, and BBRD has agreed not to pursue additional civil ramifications, including penalties, sanctions, remedies, or restitution, based on these matters against Bail Bondsman; and

WHEREAS, this Agreement is civil in nature and does not preclude criminal prosecution that may result from investigations, if any, conducted by the North Carolina Department of Insurance's Criminal Investigation Division for violation of criminal laws; and

WHEREAS, the parties mutually wish to resolve these matters by consent before BBRD initiates an administrative proceeding and notices a formal administrative hearing concerning these matters, and have reached a mutually agreeable resolution of these matters as set out in this Agreement; and

NOW, THEREFORE, in exchange for the consideration and promises and agreements set out herein, Bail Bondsman and BBRD hereby agree to the following:

1. Immediately upon signing this Agreement, Bail Bondsman shall pay a civil penalty of One Thousand Dollars and No Cents (\$1,000.00) to BBRD. The form of payment shall be by certified check, cashier's check, money order, or check drawn against an attorney trust account. The check or money order shall be made payable to the "North Carolina Department of Insurance." Together with the payment, the original of this Agreement bearing Bail Bondsman's signature shall be mailed to:

*North Carolina Department of Insurance
Piedmont Regional Office
Attention: Jeff Blank, BBRD
106 Baker Road
Archdale, N.C. 27263*

The signed Agreement and civil penalty payment must be received by BBRD by Monday, October 2, 2023.

2. Bail Bondsman shall comply with all provisions of Chapter 58 of the North Carolina General Statutes and all provisions of Title 11 of the North Carolina Administrative Code governing licensed surety bail bondsmen.
3. The Parties agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Bail Bondsman understands that N.C. Gen. Stat. § 58-71-80(a)(7) provides that Bondsman's License may be revoked for violating an Order of the Commissioner.
4. Bail Bondsman enters into this Agreement freely and voluntarily and with knowledge of Bail Bondsman's right to have an administrative hearing regarding this matter. Bail Bondsman acknowledges that he consulted with an attorney prior to entering into this Agreement.

5. This Agreement constitutes a complete settlement of all administrative penalties against Bail Bondsman for the acts, policies or practices expressly addressed in this Agreement. Except as to the acts, policies or practices expressly addressed herein, this Agreement does not in any way affect the Department's disciplinary power in any future examination of Bail Bondsman or in any complaint involving Bail Bondsman. Should Bail Bondsman fail to comply with this Agreement or otherwise fail to comply with applicable laws and rules, the Department may take any administrative or legal action that it is authorized to take.
6. This Agreement, when finalized, will be a public record and is not confidential. BBRD 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. Following the execution of this Agreement, the License issued by the Department to Bail Bondsman shall reflect that Regulatory Action has been taken against Bail Bondsman. BBRD routinely provides copies of voluntary settlement agreements to all companies that have appointed the licensee.
7. Bail Bondsman understands and agrees that if a state or federal regulator other than BBRD has issued a permit or license to Bail Bondsman, that regulator may require Bail Bondsman to report this administrative action to it. Bail Bondsman understands and agrees that BBRD cannot give Bail Bondsman legal advice as to the specific reporting requirements of other state or federal regulators.
8. This Agreement between Bail Bondsman and BBRD shall become effective when signed by Bail Bondsman and by Senior Deputy Commissioner Marty Sumner on behalf of BBRD.


ROBERT D. CLEMENT

Date: September 27, 2023

BAIL BOND REGULATORY DIVISION OF THE
NORTH CAROLINA DEPARTMENT OF INSURANCE

By: 
Marty Sumner, Senior Deputy Commissioner

Date: 10/2/2023