

STATE OF NORTH CAROLINA COUNTY OF WAKE

IN THE MATTER OF THE LICENSURE OF MARK TAYLOR LICENSE NO. 0002903056

VOLUNTARY SETTLEMENT AGREEMENT

NOW COME, Mark Taylor (hereinafter "Mr. 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 insurance agents; and

WHEREAS, Mr. Taylor currently holds a non-resident producer's license with authority for Life and Accident & Health or Sickness lines of insurance issued by the Department; and

WHEREAS, North Carolina General Statute § 58-33-46a) (1) provides that the Commissioner may place on probation, suspend, revoke, or refuse to renew any license issued under Article 33 of Chapter 58 of the General Statutes of North Carolina for providing materially incorrect, misleading, incomplete, or materially untrue information in the license application; and

WHEREAS, Mr. Taylor pled guilty to the Class A misdemeanor charge of Possession of Drug Paraphernalia with Intent to Use in the Circuit Court of Atchison County, Missouri, Division I on December 13, 2006 for which he was sentenced to 60 days suspended and placed on two (2) years' court supervised probation; and

WHEREAS, Mr. Taylor answered "No" to the question on his original application, dated May 20, 2011, for a non-resident producer's license with the Department: "Have you ever been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime?"; and

WHEREAS, Mr. Taylor admits to this violation of North Carolina General Statute § 58-33-46a) (1); and

WHEREAS, North Carolina General Statute § 58-33-46(a)(2) provides that the Commissioner may place on probation, suspend, revoke, or refuse to issue or renew any license issued under Article 58 of the General Statutes of North Carolina for violating any insurance law of this or any other state, violating any administrative rule, subpoena, or order of the Commissioner or of another state's regulator; and

WHEREAS, Mr. Taylor has agreed to settle, compromise, and resolve the matter referenced in this Agreement on behalf of himself, and the Department has agreed not to pursue additional penalties, sanctions, remedies, or restitution based on these matters against Mr. Taylor; and

WHEREAS, the parties to this Agreement mutually wish to resolve this matter by consent before the Department initiates an administrative hearing, and have reached a mutually agreeable resolution of this matter as set out in this Agreement.

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

- 1. Immediately upon the signing of this Agreement, Mr. Taylor shall pay a civil penalty of \$250.00 to the Department. The form of payment shall be by 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. Taylor shall remit the civil penalty by certified mail, return receipt requested, to the Department along with a copy of this signed Agreement. The civil penalty and the signed Agreement must be received by the Department no later than April 20, 2018. 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 public schools.
- 2. This Agreement does not in any way affect the Department's disciplinary power in any future examination of Mr. Taylor or in any other complaints involving Mr. Taylor.
- 3. Mr. Taylor enters into this Agreement, on behalf of himself, freely and voluntarily and with the knowledge of his right to have an administrative hearing on this matter. Mr. Taylor understands he may consult with an attorney prior to entering into this Agreement.
- 4. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Taylor understands that N.C.G.S. § 58-33-46(a)(2) provides that a producer's license may be revoked for violating an Order of the Commissioner.
- 5. This Agreement, when finalized, will be a public record and will <u>not</u> be held confidential by the Department. Following the execution of this Agreement, all licenses issued by the Department to Mr. Taylor shall reflect that Regulatory Action has been taken against

him. The Department 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. The Department routinely provides copies of voluntary settlement agreement to all companies that have appointed the licensee.

- 6. The parties have read and understand this Agreement and agree to abide by the terms and conditions stated herein.
- 7. Be aware that if a state or federal regulator other than the N. C. Department of Insurance has issued an occupational or professional license to you, that regulator may require you to report this administrative action to it. The N.C. Department of Insurance cannot give you legal advice as to the specific reporting requirements of other state or federal regulators.

N.C. Department of Insurance

By:\Mark Taylor
License No. 0002903056

By: Teresa Knowles
Deputy Commissioner

Date: 3 - 23 - 2018

Date: 04/10/54/8