

**NORTH CAROLINA DEPARTMENT OF INSURANCE
RALEIGH, NORTH CAROLINA**

STATE OF NORTH CAROLINA)	BEFORE THE COMMISSIONER OF
COUNTY OF WAKE)	INSURANCE
)	
)	
IN THE MATTER OF THE LICENSURE)	VOLUNTARY SETTLEMENT
OF)	AGREEMENT
CHRIS MONTE JONES, JR.)	
LICENSE NO. 0018381478)	

NOW COME, Chris Monte Jones, Jr. (hereinafter "Mr. Jones, Jr.") 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, Mr. Jones, Jr. holds an active license as a Surety Bail Bondsman first issued by the Department in April 2017; and

WHEREAS, Mr. Jones, Jr. works at "1st Choice Bonding & Surety", a bail bonds agency owned by his father, who also is named Chris Monte Jones. Hereinafter, Chris Monte Jones, Sr. shall be referred to as "Mr. Jones, Sr.". Mr. Jones, Sr., is also a licensed Surety Bail Bondsman, and is owner of 1st Choice Bond & Surety; 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, N.C. Gen. Stat. § 58-71-170(b) provides that the Commissioner may conduct examinations of surety bondsmen under the provisions of N.C. Gen. Stat. § 58-2-195; and

WHEREAS, N.C. Gen. Stat. § 58-2-195 (a) provides that information from records required to be kept pursuant to law shall be open to the inspection for the Commissioner or any other authorized employee when demanded, and subparagraph (e) thereof provides that the refusal to submit to examination is grounds for the revocation or refusal of a license; and

WHEREAS, on or about July 19, 2018, Mr. Jones, Jr. wrote a bond for Defendant Matthew Ramseur in Iredell County District Court No. 18 CR 53590 for a bond amount of \$50,000. The

Appearance Bond for Pretrial Release indicates that the amount of premium promised is \$5,000.00 due on Dec. 1, 2018, and the amount of premium received is \$50.00; and

WHEREAS, on or about July 19, 2018, 2018, Mr. Jones, Jr. wrote a bond for Defendant Matthew Ramseur in Iredell County Superior Court No. 14 CRS 2889 for a bond amount of \$100,000. The Appearance Bond for Pretrial Release indicates that the amount of premium promised is \$10,000.00 due on Dec. 1, 2018, and the amount of premium received is \$1,950.00; and

WHEREAS, on or about February 12, 2019 the Bail Bond Regulatory Division (BBRD) received a complaint from North Carolina resident Shari Ramsey, who is the mother of Matthew Ramseur and who signed as indemnitor on Mr. Ramseur's bonds. Ms. Ramsey's complaint alleges that Mr. Jones, Jr. charged premium payments to her credit card without Ms. Ramsey's permission and after Ms. Ramsey explicitly told him not to do so; and

WHEREAS, text messages forwarded from Ms. Ramsey to BBRD show that Ms. Ramsey sent a text on February 9, 2019 to "Bailbond Chris", who is apparently Chris Jones, Sr., complaining that money had been withdrawn from her account without her permission; and

WHEREAS, documentation later obtained from Mr. Jones, Jr., revealed that on February 8, 2019, Ms. Ramsey's account was drafted for a premium payment that was not credited towards the premium owed on Mr. Ramseur's bonds, and for which no receipt was found; and

WHEREAS, BBRD initiated an investigation into Ms. Ramsey's complaint, and on February 14, 2019, Keisha Burch of BBRD sent a request for documents and a notarized statement to "Chris Jones" at cmjone20@ncsu.edu, which is Mr. Jones, Jr.'s email address on record with the Department; and

WHEREAS, on February 14, 2019, "Chris Jones" sent a notarized statement concerning Ms. Ramsey's complaint to Ms. Burch. This statement apparently came from Mr. Jones, Sr., and not Mr. Jones, Jr. Mr. Jones, Jr. was not aware at the time that his father had sent this statement to BBRD. Mr. Jones, Jr., later informed BBRD that he had forwarded Ms. Burch's Feb. 14, 2019 email to his father, who had responded to BBRD without Mr. Jones, Jr.'s knowledge; and

WHEREAS, BBRD sent a second request for documents to Mr. Jones, Jr. at cmjone20@ncsu.edu on May 20, 2019, as it had not yet received all requested documentation from its February 14, 2019 request; and

WHEREAS, on May 31, 2019, BBRD received an email with some of the requested documentation attached from Chris Jones at cmjone20@ncsu.edu. This documentation included a bond application, bond agreement, and receipts. There was no payment schedule listed in any of these documents. The only indication of a payment schedule is a small, yellow, unsigned, undated heart-shaped sticky note that says, "\$150 due weekly, 7/27 Fridays, \$250 every Friday starting 8/10 & on-"; and

WHEREAS, on June 3, 2019, BBRD sent some follow up questions to Mr. Jones at chrjon91@yahoo.com. This email address, unbeknownst to the BBRD staff-person sending the email, belonged to Mr. Jones, Sr., as opposed to Mr. Jones, Jr. Mr. Jones, Sr., provided responses to BBRD but did not clarify his identity as being different from Chris Jones, Jr. In a review of all the documentation provided during the course of BBRD's investigation, it does not appear that there is any meaningful way that Mr. Jones, Jr. and Mr. Jones, Sr., differentiate themselves on various documents and correspondence

utilized in 1st Choice Bonding & Surety that would be apparent to the person reviewing those documents; and

WHEREAS, Mr. Jones, Jr., by writing the bonds on Matthew Ramseur, is responsible for those bonds, including correct completion of all documents required on those bond, and correct collection and record-keeping regarding payments made on those bonds under the provisions of N.C. Gen Stat. § 58-71-167 and 11 NCAC 13 .0515; and

WHEREAS, Mr. Jones, Jr. violated N.C. Gen. Stat. § 58-71-167(a)(1) by failing to complete a written memorandum of agreement for each of the two bonds that Mr. Jones, Jr. wrote on Mr. Ramsey; and

WHEREAS, Mr. Jones, Jr. violated N.C. Gen. Stat. § 58-71-167(a)(2) where the memorandum of agreement for Mr. Ramseur's bonds did not include the amount of premium owed, did not include a method and schedule of payment to be made by the defendant to the bondsman including the dates of payment and the amount to be paid on each date, did not include Mr. Ramseur's name or anything relating the agreement to Mr. Ramseur's bonds, and further where only one memorandum of agreement was executed for two separate bonds; and

WHEREAS, Mr. Jones, Jr. violated N.C. Gen. Stat. § 58-71-167(b) by failing to obtain Mr. Ramseur's signature on the written memorandum of agreement, and further as noted above Mr. Jones, Jr. was required to have separate memorandums of agreement for each of the two bonds he wrote on Mr. Ramseur; and

WHEREAS, in violation of 11 NCAC 13.0512, Mr. Jones, Jr. was utilizing several forms that had not been approved by the Department, including the memorandum of agreement, indemnitor's agreement, and intake forms; and which did not have a form number and the license number of the bondsman listed on them; and

WHEREAS, in not issuing a receipt for the premium payment on February 8, 2019, Mr. Jones, Jr. violated the provisions of 11 NCAC 13.0515 which provides that: "Whenever a fee is received by a bail bondsman a receipt shall be furnished to the defendant"; and

WHEREAS, Mr. Jones, Jr. violated 11 NCAC 13.0515(2) as the receipts utilized did not show the name of the bondsman in that they do not show whether it was Mr. Jones, Sr. or Mr. Jones, Jr. on the bond, and some either have an illegible name, address and agent number or do not have any name, address and agent number on them at all; and

WHEREAS, Mr. Jones, Jr. violated N.C. Gen. Stat. § 58-71-80(a)(5) by engaging in fraudulent, coercive, or dishonest practice or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this State or other jurisdiction by not properly completing the Agreement to have a premium payment schedule and by charging Ms. Ramsey's credit card without her permission; and

WHEREAS, Mr. Jones, Jr.'s conduct further reflects a violation of N.C. Gen. Stat. § 58-71-80 (a) (8), in that in carrying on his affairs under the license he "demonstrated incompetency, financial irresponsibility, or untrustworthiness"; and

WHEREAS, Mr. Jones, Jr.'s violations of N.C. Gen. Stat. §§58-71-80(a)(5) and (a)(8); N.C. Gen. Stat. § 58-71-167(a)(1), (a)(2), and (b); 11 NCAC 13.0512 and 11 NCAC 13.0515 demonstrate a failure to comply with and/or violations of the provisions of Article 71 of Chapter 58 of the North Carolina General Statutes for which Mr. Jones, Jr.'s surety bail bondsman's license could be revoked, suspended or not renewed pursuant to N.C. Gen. Stat. § 58-71-80(a)(7); and

WHEREAS, in lieu of an administrative hearing on the matters stated herein, Mr. Jones, Jr. 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 Mr. Jones, Jr.; 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 Mr. Jones, Jr. hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Jones, Jr. shall pay a **civil penalty of \$4,000.00** 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. Jones, Jr. shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Jones, Jr. The civil penalty and the signed Agreement must be received by the Department no later than **February 1, 2020**. 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. As a condition of continuing to be licensed as a surety bail bondsman, Mr. Jones, Jr. will be required to comply with the provisions of N.C. Gen. Stat. § 58-71-71(a) and shall retake and complete at least 12 hours of Pre-licensing Education by an approved provider, and shall provide the Department with a certificate of completion no later than **February 1, 2020**. This Pre-licensing Education will be in lieu of and satisfy the Continuing Education (CE) requirement for the renewal year 2019-2020 as set forth in N.C. Gen. Stat. § 58-71-71(b).
3. Mr. Jones, Jr. will clearly identify himself so that he is distinguishable from his father, who bears an identical name, in all correspondence and documentation relating to the bail bonds business, including agreements, forms, receipts, and all reports and documents submitted to the court or to the Department. Mr. Jones, Jr. may do this by including the designation "Jr." after his name and including his license number on correspondence and documentation; and
4. Mr. Jones, Jr. shall obey all laws and regulations applicable to all licenses issued to him.
5. Mr. Jones, Jr. has already submitted corrected forms to the Department, thereby correcting the deficiencies stated herein regarding his use of non-compliant forms.
6. Mr. Jones, Jr. understands that because there was neither an amount of premium owed nor a schedule of premium payments listed on the memorandum of agreement on Mr. Ramsey's bonds,

and further because Mr. Ramsey did not sign the memorandum of agreement and Mr. Ramsey's name does not appear on the memorandum of agreement, Mr. Ramsey's bond repayment is not subject to a premium repayment schedule and if Mr. Jones, Jr. surrenders Mr. Ramsey for failure to pay the bond premium, Mr. Jones, Jr. will have to return the premium monies paid on the bonds thus far.

7. Mr. Jones, Jr. enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Jones, Jr. understands that he may consult with an attorney prior to entering into this Agreement.

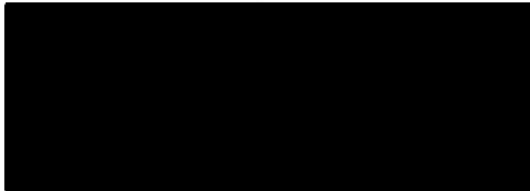
8. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Mr. Jones, Jr., or in any other cases or complaints involving Mr. Jones, Jr..

9. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Jones, Jr. 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.

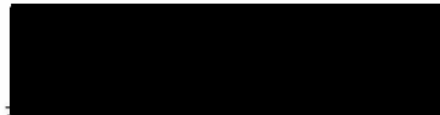
10. This Voluntary Settlement Agreement, when finalized, will be a public record and is not confidential. All licenses issued by the Department to the licensee shall reflect that Regulatory Action has been taken against the licensee following the execution of this Agreement. The Department is free to 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.

11. This Settlement Agreement shall become effective when signed by Mr. Jones, Jr. and the Department.

N.C. Department of Insurance



By: Chris Jones, Jr.
License No. 0018381476



By: Marty Sumner
Senior Deputy Commissioner

Date: 12/20/19

Date: 2/4/20