

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

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**IN THE MATTER OF THE LICENSURE OF
CHRIS JONES, SR.
LICENSE NO. 10004575**

BEFORE THE COMMISSIONER OF INSURANCE

VOLUNTARY SETTLEMENT AGREEMENT

NOW COME, Chris Jones, Sr. (hereinafter "Mr. Jones, Sr.") 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, Sr. holds an active license issued by the Department as a Surety Bail Bondsman (first issued in April 2015), NPN 10004575; and

WHEREAS, Mr. Jones is owner of the 1st Choice Bonding & Surety agency located at 314 Church Street in Concord, NC; 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, Ms. Kimberly Magee (hereafter, "Ms. Magee", NPN 18870288), holds a surety bail bondsman's license issued by the Department; and

WHEREAS, on December 6, 2018, bond was set for defendant J'Shawn Montez Simons Borden in State v. Borden, 18 CR 052451 (Stanly Co., NC) in the amount of \$100,000 (Bond #1); and

WHEREAS, on December 7, 2018, bond was set for defendant J'Shawn Montez Simons Borden in State v. Borden, 18 CR 052331 (Stanly Co., NC) in the amount of \$3,000 ("Bond #2"); and

WHEREAS, on or about January 10, 2019, Mr. Jones, Sr. was the supervisor of record of Ms. Magee who was, at that time, a "first-year licensee" at that time pursuant to N.C. Gen. Stat. §§ 58-71-1(4a) and 58-71-41; and

WHEREAS, on January 10, 2019, Ms. Magee posted Bond #1 in the amount of \$100,000; and

WHEREAS, on January 10, 2019, Ms. Magee posted Bond #2 in the amount of \$3,000; and

WHEREAS, the total amount of premium due on Bond #1 and Bond #2 was \$10,300, and \$3,000 was paid at the time Bond #1 and Bond #2 were posted; and

WHEREAS, 1st Choice Bonding and Surety received a total of \$5,200 in premium with the initial \$3,000 payment followed by a series of payments made between January and May 2019 towards the premium due on Bond #1 and Bond #2; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-140(d) and 11 NCAC 13 .0512(d), the affidavits of surety filed by Ms. Magee for Bond #1 and Bond #2 fail to reflect the premiums Ms. Magee accepted for Bond #1 and Bond #2, including the actual amount of premiums Ms. Magee received, the amount of premium that was deferred, and the Indemnity Agreement taken as collateral; and

WHEREAS, in violation of 11 NCAC 13 .0515, Ms. Magee failed to furnish receipts to defendant for the premium received for Bond #1 or Bond #2; and

WHEREAS, in violation of 11 NCAC 13 .0512(c), Ms. Magee failed to furnish a copy of the Indemnity Agreement to the Indemnitors; and

WHEREAS, in violation of 11 NCAC 13 .0512(c), the forms of MOA and Indemnity Agreement used by Ms. Magee for Bond #1 and Bond #2 were not approved by the Department and did not include a form number, or license number of the Ms. Magee printed thereon; and

WHEREAS, in violation of 11 NCAC 13 .0515 and N.C. Gen. Stat. § 58-71-168, Ms. Magee failed to create and maintain receipts for the premiums Bondman received for Bond #1 or Bond #2; and

WHEREAS, in violation of N.C. Gen. Stat. § 58-71-167, Ms. Magee failed to create and furnish to defendant a separate memorandum of agreement for the deferred premiums accepted by Ms. Magee for each of Bond #1 and Bond #2; and

WHEREAS, as evinced by the violations set forth above regarding Bond #1 and Bond #2 written

by Ms. Magee, Mr. Jones, Sr. failed to adequately supervise Ms. Magee in the execution of these bonds. Mr. Jones, Sr.'s failure to adequately supervise Ms. Magee is in violation of N.C. Gen. Stat. §§ 58-71-80(a)(5) and 58-71-80(a)(8); and

WHEREAS, on or about August 5, 2019, Ms. Sebastian Stubbs, an indemnitor on Bond #1 and Bond #2 and the mother of Defendant Borden's children, filed a complaint with the Department's Bail Bond Regulatory Division ("BBRD"); and

WHEREAS, Mrs. Shirley Simons is Defendant Borden's grandmother and also an indemnitor on Bond #1 and Bond #2; and

WHEREAS, in Ms. Stubbs' complaint made to BBRD on or about August 5, 2019, she alleges that she received harassing phone calls from "Chris Jones and Ray Anderson" made a series of threatening phone calls to both her and Mrs. Simons; and

WHEREAS, Ms. Stubbs' complaint alleges that she was personally threatened in these phone calls, including threats of her arrest; and

WHEREAS, Ms. Stubbs alleges that Mrs. Simons was threatened with the taking of her home in these phone calls; and

WHEREAS, Ms. Stubbs' complaint alleges that Ray Anderson was from a debt collection agency hired by 1st Choice Bonding & Surety; and

WHEREAS, Ms. Stubbs' complaint allegations, if true, would constitute violations of N.C. Gen. Stat. §§ 58-71-80(a)(5) and 58-71-80(a)(8) by Mr. Jones, Sr.; and

WHEREAS, Mr. Jones, Sr., denies making any threatening phone calls to Ms. Stubbs or Mrs. Simons; and

WHEREAS, Mr. Jones, Sr., acknowledges hiring a debt collection agency for a period of time, but denies knowledge that this debt collection agency made any threatening phone calls to Ms. Stubbs or Mrs. Simons; and

WHEREAS, Mr. Jones, Sr.'s violations of the North Carolina General Statutes and North Carolina Administrative Code as set forth above 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, Sr.'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, Sr. 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, Sr.; 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, Sr. hereby agree to the following:

1. Immediately upon his signing of this document, Mr. Jones, Sr. shall pay a **civil penalty of \$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." Mr. Jones, Sr. 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, Sr. The civil penalty and the signed Agreement must be received by the Department no later than **August 1, 2021**. 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, Sr. 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 **September 1, 2021**. This Pre-licensing Education will be in lieu of and satisfy the Continuing Education (CE) requirement for the renewal year 2021 as set forth in N.C. Gen. Stat. § 58-71-71(b).

3. Mr. Jones, Sr. will provide restitution to Ms. Sebastian Stubbs in the amount of **\$5,200.00**. Defendant Borden is currently incarcerated in a federal penitentiary and has issued written permission for restitution to be paid to Ms. Sebastian Stubbs. Mr. Jones, Sr. shall provide written documentation to the Department showing that Ms. Smith has received this payment no later than **June 15, 2021**. BBRD will provide information to Mr. Jones, Sr.'s legal counsel with Ms. Stubbs' address and contact information to arrange return of funds. Written documentation showing proof of payment of this restitution can be sent to the Department via electronic means.

4. Mr. Jones, Sr., shall clearly identify himself on all written documentation and correspondence associated with his bail bonds business by using the last name "Jones, Sr." and his NPN number, to avoid confusion with his son, Mr. Chris Jones, Jr., who works for Mr. Jones, Sr. at 1st Choice Bonding & Surety; and

5. Mr. Jones, Sr. shall obey all laws and regulations applicable to all licenses issued to him.

7. Mr. Jones, Sr. enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Jones, Sr. 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, Sr., or in any other cases or complaints involving Mr. Jones, Sr.


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, Sr. 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, Sr. and the Department.

N.C. Department of Insurance


By: **Chris Jones, Sr.**
License No. **10004575**


By: **Marty Sumner**
Senior Deputy Commissioner

Date: 5-24-2021

Date: 8/17/21