

**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  
CHAVAS KEITH JOWERS  
LICENSE NO. 0016243712**

**VOLUNTARY SETTLEMENT  
AGREEMENT**

**NOW COME**, Chavas Keith Jowers (hereinafter "Mr. Jowers") 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**, N.C. Gen. Stat. § 58-71-16 provides that notwithstanding any other provision of law or rules adopted by the Commissioner, if, after an agreement has been entered into between a defendant and a surety, the defendant's bond is reduced, the surety shall not be required to return any portion of the premium to the defendant; and

**WHEREAS**, N.C. Gen. Stat. § 58-71-167 provides:

(a) In any case where the agreement between principal and surety calls for some portion of the bond premium payments to be deferred or paid after the defendant has been released from custody, a written memorandum of agreement between the principal and the surety shall be kept on file by the surety with a copy provided to the principal, upon request. The memorandum shall contain the following information:

- (1) The amount of the premium payment deferred or not yet paid at the time the defendant is released from jail.
- (2) The method and schedule of payment to be made by the defendant to the bondsman, which shall include the dates of payment and the amount to be paid on each date.
- (3) That the principal is, upon the principal's request, entitled to a copy of the memorandum.

(b) The memorandum must be signed by the defendant and the bondsman, or one of the bondsman's agents, and dated at the time the agreement is made. Any subsequent modifications of the memorandum

must be in writing, signed, dated, and kept on file by the surety, with a copy provided to the principal upon request.

**WHEREAS**, Mr. Jowers originally entered into an agreement with defendant William Brown to write five (5) separate bonds for a total of \$410,000.00 which were reduced to \$360,000.00 by the court at the time of Mr. Brown's release on March 16, 2019; and

**WHEREAS**, Mr. Jowers executed one memorandum of agreement (MOA) with defendant Brown for the full amount setting forth the initial payment and the schedule of remaining payments to be made as opposed to individual MOAs for each bond as required by law; and

**WHEREAS**, 11 NCAC 13.0512 (g) provides that all indemnity agreements or other security agreements shall be considered collateral security, and subsection (i) thereof provides that upon any modification or alteration of the collateral security the bondsman shall comply with the provisions of 11 NCAC 13.0513; and

**WHEREAS**, 11 NCAC 0513 provides upon any modification or alteration of the collateral security, the bondsman shall execute a written amendment to the Affidavit of Surety setting forth the details of such modification or alteration

**WHEREAS**, Mr. Jowers entered into an Indemnity Agreement and Guaranty with Mr. Kenneth Miller for the amount of \$360,000.00; however, Mr. Brown was able to have the bond amounts reduced by the court, but the indemnity agreement was initially not correspondingly reduced; and

**WHEREAS**, Mr. Jowers' violation of the provisions of N.C. Gen. Stat. § 58-71-167 with respect to the MOAs and 11 NCAC 13.0513 with respect to the indemnity agreement constitute grounds for suspension or revocation of Mr. Brown's bail bondsman's license pursuant to the provisions of N.C. Gen. Stat. § § 58-71-80 (a) (7) and (14b); and

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

1. Immediately upon his signing of this document, Mr. Jowers 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." Mr. Jowers shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Mr. Jowers.

The civil penalty and the signed Agreement must be received by the Department no later than **November 26, 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.

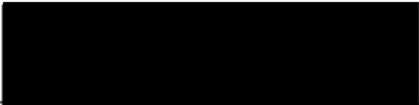
2. Mr. Jowers shall obey all laws and regulations applicable to all licenses issued to him.
4. Mr. Jowers enters into this Agreement freely and voluntarily and with knowledge of his right to have an administrative hearing on this matter. Mr. Jowers understands that he may consult with an attorney prior 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 Mr. Jowers, or in any other cases or complaints involving Mr. Jowers.
6. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Mr. Jowers 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 Mr. Jowers and the Department.

**N.C. Department of Insurance**

  
By: Chavas Keith Jowers  
License No. 0016243712

  
By: Marty Sumner  
Deputy Commissioner

Date: 11/25/19

Date: 12/02/19