

**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
CHAYCE JOWERS**

**VOLUNTARY SETTLEMENT
AGREEMENT**

NOW COME, Chayce Jowers (hereinafter "Mr. Jowers") and the Bail Bond Regulatory Division (hereinafter "BBRD") of the North Carolina Department of Insurance (hereinafter "Department"), and hereby voluntarily and knowingly enter into the following Voluntary Settlement Agreement (hereinafter "this Agreement"):

WHEREAS, Mr. Jowers has agreed to settle, compromise, and resolve the matters referenced in this Agreement 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 Mr. Jowers.

WHEREAS, BBRD has the authority and responsibility for enforcement of the insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Mr. Jowers seeks an active license issued by BBRD as a Runner; and

WHEREAS, pursuant to N.C. Gen. Stat. § 58-71-80(a)(3), 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 material misstatement, misrepresentation or fraud in obtaining the license; and

WHEREAS, N.C. Gen. Stat. § 58-71-50(c) requires that an applicant for licensure provide to the Commissioner at least two documents showing the applicant's residential address in this State as proof of residency in this State;

WHEREAS, on or about November 17, 2020, Mr. Jowers submitted an Application for a Bail Bond Runner License (hereinafter "Application") to the Department. On the Application, Mr. Jowers answered "No" to the question, "Have you ever been convicted of a crime (Felony, Misdemeanor, and Traffic convictions), whether or not adjudication was withheld (including any Prayer for Judgments PJC); and

WHEREAS, on or about November 8, 2018, Mr. Jowers pled guilty to one count of (T) Speeding 100 in 70 zone in Rowan County, File No. 18 CR 708142. Mr. Jowers' conviction was for a Class 3 Misdemeanor pursuant to N.C. Gen. Stat. §20-141(J1); and

WHEREAS, Mr. Jowers' answer of "No" on his Application to the question regarding whether he had been convicted of a crime was a material misstatement or misrepresentation in violation of N.C. Gen. Stat. § 58-71-80(a)(3); and

WHEREAS, on Mr. Jowers' application, Mr. Jowers listed his residential address as "811 E. Trade Street, Charlotte, NC 28202" which is the address for "In and Out Bail Bonds," a business in downtown Charlotte. As part of the application process, Mr. Jowers provided a pay stub and a financial statement from a financial institution listing this same address. Mr. Jowers was subsequently asked to provide his residential address. In response to that question, Mr. Jowers responded that he lived at 12202 Monnet Place Court in Charlotte. Mr. Jowers failed to disclose his residential address and the required proof of residency under N.C. Gen. Stat. § 58-71-50(c) when he applied for the License; and

WHEREAS, Mr. Jowers' failure to disclose his residential address on his Application and his failure to provide the required proof of residency under N.C. Gen. Stat. § 58-71-50(c) was a material misstatement or misrepresentation in violation of N.C. Gen. Stat. § 58-71-80(a)(3); 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 BBRD 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 has 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, BBRD and Mr. Jowers hereby agree to the following:

1. Immediately upon the signing of this document, Mr. Jowers 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. 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 **August 15, 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. Prior to the signing of this document, Mr. Jowers shall pay an administrative fee of \$50.00 and correct his residential address on his Application.
3. Prior to the signing of this document, Mr. Jowers shall update his Application by providing the required proof of residency under N.C. Gen. Stat. § 58-71-50(c) showing his residential address.
4. Mr. Jowers shall obey all laws and regulations applicable to all licenses issued to him.
5. 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.

6. 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.

7. 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 license may be revoked for violating an Order of the Commissioner.

8. 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.


9. This Settlement Agreement between BBRD and Mr. Jowers shall become effective when signed by Mr. Jowers and by Marty Sumner, Senior Deputy Commissioner of the Fraud Control Group of the N.C. Department of Insurance.

10. Once the terms of this Agreement have been met, Mr. Jowers shall be allowed to take the Runner's License Examination.

Chayce Jowers

Bail Bond Regulatory Division


By: Chayce Jowers


By: Marty Sumner
Senior Deputy Commissioner
Fraud Control Group

Date: _____

8/3/2021

Date: _____

8/10/21