

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

STATE OF NORTH CAROLINA)	BEFORE THE COMMISSIONER OF
COUNTY OF WAKE)	INSURANCE
)	
)	
IN THE MATTER OF)	VOLUNTARY SETTLEMENT
DONNA L. JOWERS)	AGREEMENT
LICENSE NO. 0007058062)	

NOW COME, Donna L. Jowers (hereinafter "Ms. 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 insurance laws of this State, and for regulating and licensing bail bondsmen; and

WHEREAS, Ms. Jowers holds active licenses as a professional bail bondsman and surety bail bondsman issued by the Department; and

WHEREAS, N.C. Gen. Stat. § 58-71-165 (a), requires that each professional bondsman to file with the Commissioner a written report in the form prescribed regarding all bail bonds on which the bondsman is liable as of the first of each month showing (i) each individual bonded, (ii) the date on which the bond was given, (iii) the principal sum of the bond, (iv) the State or local official to whom given, and (v) the fee charged for the bonding service in each instance; and

WHEREAS, a review of Ms. Jowers's monthly reports indicated that Ms. Jowers omitted two bonds written for Mr. Miles Benjamin Comer for the months Ms. Jowers was liable on the bonds; did not list the bonds written on Mr. Montario Pegues on the monthly reports for November 2013 through March 2014; and did not include the bond written for Mr. Angelo Ponzo on the March and April 2014 reports; and

WHEREAS, such omissions were violative of the provisions of N.C. Gen. Stat. § 58-71-165 (a); and

WHEREAS, N.C. Gen. Stat. § 58-71-165 (c) provides that the reports required by N.C. Gen. Stat. § 58-71-165 (a) are required to be filed on or before the fifteenth day of each month; and

WHEREAS, a review of Department records indicated that Ms. Jowers' reports for the months of August, September and October 2015 and for the months of May, July, and August 2016 were either filed late or were missing and were not in compliance with the provisions of N.C. Gen. Stat. § 58-71-165 (c); and

WHEREAS, N.C. Gen. Stat. § 58-71-168 provides that all records related to executing bail bonds, including bail bond registers, monthly reports, receipts, collateral security agreements, and memoranda of agreements, shall be kept separate from records of any other business and must be maintained for not less than three years after the final entry has been made; and

WHEREAS, Ms. Jowers was unable to provide documentation for the bonds written on Mr. Montario Pegues, and was therefore in violation of the record maintenance requirements of N.C. Gen. Stat. § 58-71-168; 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 North Carolina General Statutes or of any order, rule or regulation of the Commissioner; and

WHEREAS, Ms. Jowers admits to the violations set out herein; and

WHEREAS, Ms. Jowers's violations of N.C. Gen. Stat. § 58-71-165 (a) and (c) and N.C. Gen. Stat. § 58-71-168 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 Ms. Jowers' professional and surety bondsman licenses 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, Ms. 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 Ms. 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 Ms. Jowers hereby agree to the following:

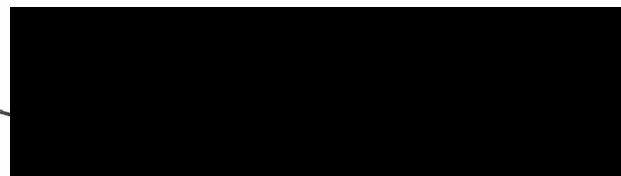
1. Immediately upon his signing of this document, Ms. Jowers shall pay a **civil penalty of \$1250.00** to the Department. The form of payment shall be in the form of a certified check, cashier's check or money order. The check or money order for the payment of this civil penalty shall be payable to the "North Carolina Department of Insurance." Ms. Jowers shall send the civil penalty by certified mail, return receipt requested, to the Department simultaneously with the return of this Agreement, signed by Ms. Jowers. The civil penalty and the signed Agreement must be received by the Department no later than **May 24, 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 the public schools.

2. Ms. Jowers shall obey all laws and regulations applicable to all licenses issued to her.
3. Ms. Jowers enters into this Agreement freely and voluntarily and with knowledge of her right to have an administrative hearing on this matter. Ms. Jowers understands that she may consult with an attorney prior to entering into this Agreement.
4. This Agreement does not in any way affect the Department's disciplinary power in any future follow-up examinations of Ms. Jowers, or in any other cases or complaints involving Ms. Jowers.
5. The parties to this Agreement agree that this Agreement shall have the full force and effect of an Order of the Commissioner. Ms. Jowers understands that N. C. Gen. Stat. § 58-71-80(a)(7) provides that a bail bondsman's license may be revoked for violating an Order of the Commissioner.
6. 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.
7. This Settlement Agreement shall become effective when signed by Ms. Jowers and the Department.

N.C. Department of Insurance



Donna L. Jowers
License No. 0007058062



By: Teresa Knowles
Deputy Commissioner

Date: 10-30-18

Date: 11/05/2018