

No. 2022-7526

**Official Order  
of the  
Texas Commissioner of Insurance**

**Date: 09/27/2022**

**Subject Considered:**

Solomon Eric Bowens  
BA Public Adjusters, LLC  
BAPA, LLC  
Bowens & Associates PIA Firm  
[REDACTED]  
Houston, Texas 77057-7600

Default Order  
SOAH Docket No. 454-22-08381  
TDI Enforcement File Nos. 25238, 26353, 30304 & 30306

**General remarks and official action taken:**

This is a default order taken against Solomon Eric Bowens; BA Public Adjusters, LLC; BAPA, LLC; and Bowens & Associates PIA Firm (Respondents) because Mr. Bowens obtained licenses from the department by fraud or misrepresentation, misappropriated funds, engaged in fraudulent or dishonest acts or practices, and forged the signatures of numerous clients on settlement checks. BA Public Adjusters, LLC has a pending application for a public insurance adjuster license. Respondents did not respond to a Notice of Hearing filed by the Texas Department of Insurance. This order revokes Mr. Bowens' license, denies BA Public Adjusters, LLC's license application, and orders Mr. Bowens to cease and desist from engaging in the business of insurance under the name BA Public Adjusters, LLC; BAPA, LLC; Bowens & Associates PIA Firm; or any other unauthorized entity.

The following findings of fact and conclusions of law are adopted:

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Commissioner's Order

Solomon Eric Bowens, et al.

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## Findings of Fact

### Failure to Respond to Notice of Hearing

1. On August 17, 2022, the department filed a Notice of Hearing, attached as Exhibit A, and an Original Petition, attached as Exhibit B, with the State Office of Administrative Hearings.
2. The department's factual allegations set out in the attached Notice of Hearing and Original Petition are incorporated in this order as findings of fact.
3. The department sent the Notice of Hearing and Original Petition to Respondents' last known address provided in writing to the department, [REDACTED], [REDACTED], Houston, Texas 77057-7600. The Notice of Hearing and Original Petition were also sent by electronic mail and to Respondents' counsel at [REDACTED], [REDACTED], Houston, Texas 77056.
4. Respondent failed to file a written response to the Notice of Hearing within 20 days of the date the Notice of Hearing and Original Petition were mailed.

## Conclusions of Law

1. The commissioner has jurisdiction under Texas law, including TEX. INS. CODE §§ 82.051-82.055, 84.021-84.044, 101.051, 101.102, 4001.101, 4005.101, 4005.102, 4101.201, 4102.005, 4102.051, 4102.055, 4102.103, 4102.104, 4102.106, 4102.158, and 4102.164; 28 TEX. ADMIN. CODE §§ 1.502, 3.355, 19.708, 19.713, and 19.902; and TEX. GOV'T CODE §§ 2001.051-2001.178.
2. The commissioner has authority to dispose of this case informally under TEX. GOV'T CODE § 2001.056; TEX. INS. CODE § 82.055; and 28 TEX. ADMIN. CODE §§ 1.47, 1.88, and 1.89.
3. The department provided proper notice of the hearing under TEX. GOV'T CODE §§ 2001.051, 2001.052, and 2001.054, and 28 TEX. ADMIN. CODE §§ 1.28, 1.88, 1.89, and 19.906.
4. Based on Respondents' failure to file a written response to the Notice of Hearing, the department is entitled to disposition by default under 28 TEX. ADMIN. CODE §§ 1.88 and 1.89.

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Commissioner's Order

Solomon Eric Bowens, et al.

SOAH Docket No. 454-22-08381

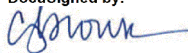
Page 3 of 5

5. The department's factual and legal allegations set out in the attached Notice of Hearing and Original Petition are incorporated in this order and deemed admitted as true under 28 TEX. ADMIN. CODE § 1.89.

## Order

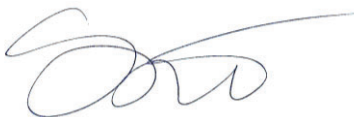
It is ordered that any licenses held by Solomon Eric Bowens are revoked. It is ordered that BA Public Adjusters, LLC's license application is denied. It is ordered that Solomon Eric Bowens cease and desist from engaging in the business of insurance under the name BA Public Adjusters, LLC; BAPA, LLC; Bowens & Associates PIA Firm; or any other unauthorized entity. It is further ordered that Bowens pay restitution to R.H. and I.H., as laid out in the petition and identified in the Justice Court of Harris County, Texas, Precinct 7, Place 2, case no. 227200002463, in the amount of \$12,884.35; to R.C. and A.C., as laid out in the petition and identified in the Justice Court of Harris County, Texas, Precinct 4, Place 1, case no. 214100054774, in the amount of \$11,098.58; and to Space City Houston, Inc. in the amount of \$9,072.39.

It is ordered that Bowens pay the above restitution by cashier's check or money order within 60 days of the date of this order. Bowens must provide written confirmation of payment to the department within 60 days of the date of this order by emailing it to EnforcementReports@tdi.texas.gov. A copy of this order will be provided to law enforcement or other appropriate administrative agencies for further investigation as may be warranted.

DocuSigned by:  
  
FC5D7EDDFB4F8...

\_\_\_\_\_  
Cassie Brown  
Commissioner of Insurance

Prepared and reviewed by:



\_\_\_\_\_  
Stephanie Daniels, Staff Attorney  
Enforcement

# 2022-7526

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## Affidavit

**STATE OF TEXAS** §

§

**COUNTY OF TRAVIS** §

Before me, the undersigned authority, personally appeared David Moreno, who, being by me duly sworn, deposed as follows:

"My name is David Moreno and I am employed by the Texas Department of Insurance. I am of sound mind, capable of making this affidavit, and have personal knowledge of these facts which are true and correct.

I have reviewed TDI's records concerning Solomon Eric Bowens; BA Public Adjusters, LLC; BAPA, LLC; and Bowens & Associates PIA Firm. I have confirmed that:

- a. The last mailing address provided to the department in writing by Solomon Eric Bowens, et al. is [REDACTED], Houston, Texas 77057-7600.
- b. The file maintained by Enforcement contains a Notice of Hearing and Original Petition dated August 17, 2022, which were filed with the State Office of Administrative Hearings.
- c. On August 17, 2022, the Notice of Hearing and Original Petition addressed to Solomon Eric Bowens, et al. were mailed certified, return receipt requested, to his last known address and to Respondent's counsel: [REDACTED], Houston, Texas 77056.

Copies of the certified mail log maintained by Enforcement is attached as Exhibit C."

DocuSigned by:

*David Moreno*

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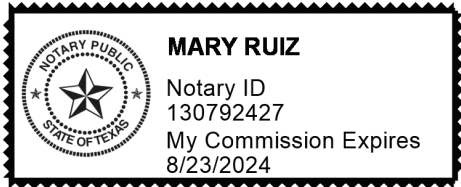
Affiant

# 2022-7526

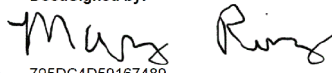
Commissioner's Order  
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SWORN TO AND SUBSCRIBED before me by means of an interactive two-way audio and video communication on 9/6/2022. This notarial act was an online notarization.

## Notary Seal



## Digital Certificate

DocuSigned by:  
  
795DC4D59167489...

Notary Public State of Texas

FILED  
454-22-08381  
8/17/2022 7:55 AM  
STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Pegah Nasrollahzadeh, CLERK

**2022-7526**

**EXHIBIT**

**A**

ACCEPTED  
454-22-08381  
8/17/2022 2:41:56 pm  
STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Pegah Nasrollahzadeh, CLERK

**SOAH DOCKET NO. 454-22-08381**

**TDI ENFORCEMENT FILE NOS. 25238, 26353, 30304, & 30306**

**TEXAS DEPARTMENT OF INSURANCE,**

**Petitioner**

**v.**

**SOLOMON ERIC BOWENS; BA PUBLIC  
ADJUSTERS, LLC; BAPA, LLC; AND  
BOWENS & ASSOCIATES PIA FIRM,**

**Respondents**

**BEFORE THE STATE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

### **NOTICE OF HEARING**

The Texas Department of Insurance seeks to take disciplinary action against you. This Notice of Hearing and the Original Petition, which is attached and incorporated for all purposes, states the allegations against you and the relief sought by the Department.

A public hearing will be held before an Administrative Law Judge on **Wednesday & Thursday, February 8 & 9, 2023, at 9:00 a.m.** The hearing will take place via videoconference using a videoconference platform controlled by the State Office of Administrative Hearings, unless otherwise ordered to proceed in another manner by the Administrative Law Judge.

The hearing shall be conducted under TEX. GOV'T CODE, ch. 2001 and 1 TEX. ADMIN. CODE, ch. 155. Unless otherwise directed by the Administrative Law Judge, the hearing shall continue from day to day in the offices of the State Office of Administrative Hearings until concluded. You have the right to appear at this hearing and to be represented by an attorney.

**Parties that are not represented by an attorney may obtain information regarding contested case hearings on the public website of the State Office of Administrative Hearings at [www.soah.texas.gov](http://www.soah.texas.gov), or in printed format upon request to SOAH.**

**YOU MUST FILE A WRITTEN RESPONSE TO THE NOTICE OF HEARING WITH THE STATE OFFICE OF ADMINISTRATIVE HEARINGS WITHIN 20 DAYS OF THE DATE THE NOTICE OF HEARING WAS MAILED. FAILURE TO FILE A WRITTEN RESPONSE BY**

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Notice of Hearing

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**THIS DEADLINE SHALL ENTITLE TDI TO SEEK DISPOSITION BY DEFAULT UNDER 1 TEX. ADMIN. CODE § 155.501 AND 28 TEX. ADMIN. CODE §§ 1.88 AND 1.89.**

**IF YOU FAIL TO FILE A WRITTEN RESPONSE, THE SCHEDULED HEARING CAN BE CANCELED AND WITHOUT FURTHER NOTICE TO YOU THE COMMISSIONER OF INSURANCE CAN ISSUE AN ORDER IN WHICH THE ALLEGATIONS IN THE NOTICE OF HEARING ARE DEEMED ADMITTED AS TRUE AND THE RELIEF SOUGHT IN THE NOTICE OF HEARING, INCLUDING REVOCATION OF YOUR LICENSE, DENIAL OF YOUR LICENSE APPLICATION, ISSUANCE OF A CEASE AND DESIST ORDER, IMPOSITION OF ADMINISTRATIVE PENALTIES, AND/OR PAYMENT OF RESTITUTION, IS GRANTED BY DEFAULT.**

**IF YOU FILE A WRITTEN RESPONSE BUT THEN FAIL TO APPEAR ON THE DAY AND TIME SET FOR HEARING, WITHOUT FURTHER NOTICE TO YOU, THE COMMISSIONER OF INSURANCE CAN ISSUE AN ORDER IN WHICH THE ALLEGATIONS IN THE NOTICE OF HEARING ARE DEEMED ADMITTED AS TRUE AND THE RELIEF SOUGHT IN THE NOTICE OF HEARING, INCLUDING REVOCATION OF YOUR LICENSE, DENIAL OF YOUR LICENSE APPLICATION, ISSUANCE OF A CEASE AND DESIST ORDER, IMPOSITION OF ADMINISTRATIVE PENALTIES, AND/OR PAYMENT OF RESTITUTION, IS GRANTED BY DEFAULT.**

In accord with 28 TEX. ADMIN. CODE § 1.90(e) and 1 TEX. ADMIN. CODE §§ 155.101 and 155.103, you should send copies of your written response to:

- (1) *(by mail, fax, or electronically)*  
Docketing Division  
State Office of Administrative Hearings  
300 West 15th Street, Room 504  
P.O. Box 13025  
Austin, Texas 78711-3025  
(512) 322-2061 (Fax);  
[www.soah.texas.gov](http://www.soah.texas.gov)
  
- (2) *(by mail, fax, or email)*  
Chief Clerk  
Texas Department of Insurance  
P.O. Box 12030, MC GC-CCO  
Austin, Texas 78711-2030

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Solomon Eric Bowens, et al.

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(512) 490-1064 (Fax)  
chiefclerk@tdi.texas.gov; and

- (3) *(by mail, fax, or email)*  
Stephanie Daniels, Staff Attorney  
Texas Department of Insurance  
Enforcement, MC ENF  
P.O. Box 12030  
Austin, Texas 78711-2030  
(512) 490-1020 (Fax)  
Stephanie.Daniels@tdi.texas.gov

### **Receiving Documents Electronically and Filing Documents with SOAH**

The State Office of Administrative Hearings (SOAH) offers you the ability to electronically receive orders and other documents issued by SOAH by email instead of by mail. If you want to receive SOAH-issued documents by email, follow the instructions on SOAH's website: [www.soah.texas.gov](http://www.soah.texas.gov).

A request to receive SOAH-issued documents by email does not change the procedures you must follow to file documents or exhibits with SOAH. Instructions on how to file documents and exhibits are on SOAH's website. SOAH's website also includes guidance for representing yourself.

### **Important Security Notice** (for In-Person Hearings ONLY)

**ALL VISITORS TO THE WILLIAM P. CLEMENTS BUILDING WITHOUT AN AGENCY OR DPS ISSUED ID CARD MUST PROVIDE THE BUILDING SECURITY OFFICER WITH THE STATE OFFICE OF ADMINISTRATIVE HEARINGS DOCKET NUMBER AND RECEIVE A VISITOR'S PASS IN ORDER TO BE ALLOWED ACCESS TO THE HEARING ROOM. INDIVIDUALS SHOULD ALLOW ADDITIONAL TIME TO GO THROUGH THE SECURITY PROCESS.**



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Notice of Hearing

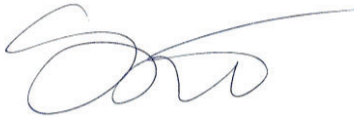
Solomon Eric Bowens, et al.

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If you have any questions, please contact me at the address or telephone number shown below.

Respectfully Submitted,



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Stephanie Daniels  
State Bar No. 24107343  
Texas Department of Insurance  
Enforcement, MC ENF  
P.O. Box 12030  
Austin, Texas 78711-2030  
(512) 676-6334 (Direct)  
(512) 490-1020 (Fax)  
Stephanie.Daniels@tdi.texas.gov

ATTORNEY FOR THE PETITIONER  
TEXAS DEPARTMENT OF INSURANCE

Enclosure: Original Petition

cc: Leah Gillum, Deputy Commissioner, Fraud and Enforcement Division, MC ENF  
Ginger Loeffler, Litigation Director, Enforcement, MC ENF  
Administrative Review, MC CO-AAL

# 2022-7526

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## CERTIFICATE OF SERVICE

I, Stephanie Daniels, certify that a true and correct copy of the *Notice of Hearing* and the *Original Petition* were sent by certified mail, return receipt requested, and electronic mail on this 17th day of August, 2022 to:

Solomon Eric Bowens

[REDACTED]

Houston, Texas 77057-7600

*Respondent*

Via CM/RRR No.: 9214 8901 9403 8386 6149 61

Via Email: [REDACTED]

Adam Miller

[REDACTED]

Houston, Texas 77056

*Counsel for the Respondent*

Via CM/RRR No.: 9214 8901 9403 8386 6153 57

Via Email: [REDACTED]



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Stephanie Daniels

**2022-7526**

SOAH DOCKET No. 454-22-08381

**EXHIBIT****B**FILED  
454-22-08381  
8/11/2022 5:08 PM  
STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Carol Hale, CLERK

SOAH DOCKET NO. 454-\_\_\_\_\_

TDI ENFORCEMENT FILE NOS. 25238, 26353, 30304 &amp; 30306

**TEXAS DEPARTMENT OF INSURANCE,****Petitioner****v.****SOLOMON ERIC BOWENS; BA PUBLIC  
ADJUSTERS, LLC; BAPA, LLC; AND  
BOWENS & ASSOCIATES PIA FIRM,****Respondents****BEFORE THE STATE OFFICE****OF****ADMINISTRATIVE HEARINGS**ACCEPTED  
454-22-08381  
8/12/2022 10:03:02 am  
STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Carol Hale, CLERK**ORIGINAL PETITION**

The Texas Department of Insurance seeks to take disciplinary action against Solomon Eric Bowens, doing business as BAPA, LLC and Bowens & Associates PIA Firm, and to deny BA Public Adjusters, LLC's license application. In support of this petition, the department makes the following allegations upon information and belief:

**Jurisdiction**

The Commissioner of Insurance has jurisdiction over this matter under TEX. INS. CODE §§ 82.051-82.055, 84.021-84.044, 101.051, 101.102, 4001.101, 4005.101, 4005.102, 4101.201, 4102.005, 4102.051, 4102.055, 4102.103, 4102.104, 4102.106, 4102.158, and 4102.164; 28 TEX. ADMIN. CODE § 1.502, 3.355, 19.708, 19.713, 19.902; and TEX. GOV'T CODE §§ 2001.051-2001.178.

**Factual Allegations**Licensure and Prior Enforcement Action

1. Solomon Eric Bowens (Bowens), individual identification no. 302366, holds a public insurance adjuster license originally issued by the department on January 2, 2013.
2. BA Public Adjusters, LLC, firm identification no. 138287, held a public insurance adjuster license from February 8, 2018, until February 8, 2020. Bowens is the owner of BA Public Adjusters, LLC, and re-applied for licensure for his company on

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September 25, 2020. The application was denied due to Bowens' misconduct. Bowens timely appealed the decision and made a request for a hearing.

3. Bowens was the subject of Commissioner Order 2018-5394 on February 7, 2018, for operating his public adjuster business without proper licensure. Bowens applied for and, through the consent order, was granted a license for BA Public Adjusters, LLC. Bowens also paid an administrative penalty of \$1,000.
4. Bowens received a warning letter from the department on October 26, 2018, in response to a complaint which alleged he was performing the acts of a public insurance adjuster without licensure. Bowens had failed to renew his license, which expired on January 31, 2018. He filed an application with the department and his public insurance adjuster license was reinstated as of October 16, 2018.

### Unauthorized Agencies

5. Bowens is operating his business under multiple agency names, including BAPA, LLC and Bowens & Associates PIA Firm, neither of which has been approved for use by the department. Bowens continues to operate using these additional names, in spite of being aware that he must apply for licensure for those entities and having previously been the subject of a consent order and warning letter from the department for unauthorized conduct.

### Fraudulent and Dishonest Conduct

R.H. and I.H.

6. On August 29, 2019, R.H. and I.H., an elderly couple with multiple health issues, experienced an electrical fire which burned down their unattached shed and the contents. R.H. contacted her nieces, E.M. and L.B., and they came to the property that day. E.M. saw Bowens arrive a few hours after she got there. L.B. knew Bowens and contacted him when she heard about the fire.
7. R.H. and I.H. did not contact Bowens and did not request his assistance with their insurance claim.
8. R.H. and I.H. believed Bowens was a representative of Allstate since they called Allstate that day to start the claims process.

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9. Bowens provided the department a copy of the public adjuster agreement between himself and R.H. and I.H. However, R.H. and I.H. deny they signed any agreement. E.M. and L.B., who were at the scene while Bowens was present, also claim R.H. and I.H. did not sign the agreement.
10. Bowens received a partial list of the contents damaged in the fire from R.H., as requested by Allstate to complete the contents claim. At this time, R.H. was hospitalized with severe medical issues and it was not certain she would survive. She was unable to complete the list of damaged contents until November 2020, when R.H. and I.H. were represented by legal counsel.
11. On September 11, 2019, Allstate issued a check in the amount of \$12,884.35 for their claim. On September 30, 2019, Allstate issued a second check in the amount of \$2,858.99. Bowens forged the signatures of R.H. and I.H. on both checks and deposited the funds into his account with JPMorgan Chase Bank ending in 8550.
12. On December 9, 2019, R.H. contacted Allstate requesting the status of the claim. An Allstate representative emailed Bowens on December 10, 2019, alerting him that R.H. had contacted Allstate and stated she had not received any money from this loss. Bowens responded stating they had received cash from him, and he provided a signed invoice.
13. The invoice provided by Bowens is dated October 4, 2019, in the amount of \$2,858.99. R.H. and I.H. state they received approximately \$2,800 in cash from Bowens during the claims process. However, they never received the \$12,884.35 owed to them from the initial check issued by Allstate, Bowens kept that money for himself.
14. On December 12, 2019, Bowens sent another email to Allstate. He stated the contractor received the full amount of the first check issued by Allstate in order to start repairs. He also claimed the second check took too long to be issued and, since R.H. and I.H. were in desperate need of money, he claims he gave them the exact amount in cash before the check was issued. He claimed R.H. was disparaging him by telling her family he cashed all the checks issued and kept the money. He also claimed R.H. was attempting to extort from him an additional \$10,800.

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15. In Bowens' communications with Allstate, he repeatedly stated that R.H. and I.H. are elderly, ill, and frequently forget things. He also repeatedly stated that he had no intention of charging R.H. and I.H. any fees for his assistance in this claim.
16. On December 26, 2019, R.H. and I.H. contacted J.H., a friend from church, for assistance as they believed they were being defrauded and did not know how to proceed.
17. In January 2020, J.H. began communicating with Allstate to determine the status of the claim. Allstate representatives sent copies of all the documents including copies of the checks sent to R.H. and I.H. for their review. Allstate confirmed their records showed they adjusted and paid all covered losses for the claim.
18. On January 19, 2020, I.H. was taken to the emergency room due to heart issues. R.H. spoke with J.H. and stated both of them were experiencing increased health issues due to the stress caused by this claim process and Bowens' behavior.
19. In March 2020, J.H. submitted a complaint to the department on behalf of R.H. and I.H. alleging Bowens defrauded them.
20. On July 22, 2020, R.H. and I.H. each signed a Durable Power of Attorney appointing J.H. as their agent.
21. In August 2020, J.H. retained legal representation for R.H. and I.H. An appraisal was requested on September 21, 2020, and completed on October 22, 2020.
22. In September 2020, Bowens met with J.H., I.H., R.H.'s nieces, E.M. and L.B., and L.B.'s boyfriend to discuss the claim and Bowens' actions. This conversation was recorded by J.H., and Bowens was aware he was being recorded.
  - a. Bowens stated that from the very first day he never intended to charge R.H. and I.H. a fee for his services. He went on to state that it was the duty of the policy holder to mitigate damages by doing as much as possible out of pocket right after a loss, but that this was not an option for R.H. and I.H. as they did not have the funds. He described continually giving money to R.H. and I.H. every time he saw them because they needed it and they continued to ask. Bowens said he considered this to be donations and did not expect to be reimbursed.

- b. On the recording I.H. denied Bowens gave them money in this manner.
  - c. Bowens said he paid out of pocket to get someone over to their place to clean up the damage before the Allstate adjuster came out to the property. He described speaking to multiple contractors before finding one that would rebuild the damaged shed, but insisted on being paid immediately after the job was completed, whether Allstate had issued funds or not. Bowens said he paid the contractor out of pocket and took the \$12,884.35 check as reimbursement. He later stated he did not take any money from R.H. and I.H.
  - d. Bowens confirmed he was the one who signed R.H. and I.H.'s names to the two checks issued by Allstate.
  - e. Toward the end of the conversation, Bowens refused to give J.H., the agent by power of attorney for R.H. and I.H., copies of documents and photographs related to the claim.
  - f. At the end of the conversation, Bowens became volatile and repeatedly yelled that the money, "Went to the fire! Went to the build!" He also cursed and became increasingly condescending and unprofessional before refusing to answer any more questions and ending the meeting.
23. On November 27, 2020, the appraisal award was issued. R.H. and I.H. received an additional \$19.97 for damage to the dwelling, and \$67,142.47 for their completed contents claim.
24. On April 12, 2021, Bowens contacted Allstate requesting documentation for his records. He was informed R.H. and I.H. retained legal counsel and he would need to contact them to get any additional information.
25. On July 14, 2021, Bowens filed suit against R.H. and I.H. in the Justice Court of Harris County, Texas, Precinct 7, Place 2, case no. 217200200605. He requested relief in the amount of \$20,000, claiming they owed him for repairing their home. The petition goes on to state that R.H. and I.H. called him for help, that their house had suffered damage from a fire, and that he was the one who got all repairs done and took care of them with money for food, clothes, and repairs.

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26. In fact, R.H. and I.H. did not call Bowens, it was an unattached shed that was destroyed in the fire, not their home, and as a licensed public insurance adjuster it is in violation of the Texas Insurance Code for him to be the one that repairs the damage from the loss when he is acting in his capacity as a public insurance adjuster. Additionally, he stated multiple times in his communications with Allstate and in the recorded conversation in September 2020, that he was not seeking reimbursement for what he called "donations" to R.H. and I.H.
27. On December 3, 2021, the case was called for trial, but no party was present. The judge ordered the case dismissed without prejudice.
28. On January 4, 2022, Bowens again filed suit against R.H. and I.H. in the Justice Court of Harris County, Texas, Precinct 7, Place 2, case no. 227200002463. Again, Bowens requested relief in the amount of \$20,000, and repeated the same inaccurate allegations as the first petition.
29. Bowens admitted to fraud by signing R.H. and I.H.'s names on the first two checks issued by Allstate for this claim. He failed to work the claim in a competent and professional manner, forcing R.H. and I.H. to retain an attorney to be fully compensated for their loss. He misappropriated \$12,884.35 from R.H. and I.H. He filed erroneous petitions against R.H. and I.H. in an attempt to be paid greater than 10 percent of the money he obtained from Allstate while working their claim.

### R.C. and A.C.

30. On April 24, 2020, a hailstorm damaged R.C. and A.C.'s roof. When meeting with potential contractors, one of them, K.S. with Pulse Roofing, recommended hiring a public insurance adjuster. K.S. had Bowens' contract on hand and R.C. signed it July 15, 2020, without ever meeting Bowens and without Bowens inspecting the damage. At no point during the claims process did Bowens ever visit R.C.'s house, or inspect the damage.
31. On July 20, 2020, Bowens submitted the signed contract to R.C. and A.C.'s insurer, Homeowners of America Insurance Company (HOAIC). At the time, HOAIC was trying to schedule a re-inspection of the damaged roof. However, Bowens immediately invoked appraisal, without ever inspecting the damage.



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32. The signed appraisal award was turned over to HOAIC on November 18, 2020. HOAIC issued a check in the amount of \$17,005.51 on November 23, 2020, which did not include Bowens as a payee. That amount was determined prior to Bowens' involvement in the claim. Another check issued on November 23, 2020, for \$11,098.58 did include Bowens as a payee.
33. Bowens issued invoice #249 to R.C. and A.C. dated November 30, 2020. This invoice included a "BA PA Fee" of \$4,160, an Appraisal Flat Fee of \$1,500, an Xactimate Estimate of \$750, an Umpire Fee of \$1,000, and a Ladder Assist of \$500. Totaling \$7,910. R.C. objected to the amount of this invoice.
34. Bowens then issued another invoice #249 dated November 30, 2020. This invoice decreased the "BA PA" Fee to \$2,400, the Xactimate Estimate to \$250, removed the Ladder Assist, and maintained the Appraisal Flat Fee. Totaling \$5,150. R.C. continued to object to this inflated invoice.
35. Due to the disagreement over Bowens' fees, Bowens refused to endorse the check for \$11,098.58, in abrogation of his fiduciary duty as a public insurance adjuster. R.C. still has the unsigned check in his possession.
36. R.C. and A.C. have been unable to complete repairs to their home due to Bowens' continued refusal to endorse the check.
37. On March 1, 2021, Bowens filed suit against R.C. in the Justice Court of Harris County, Texas, Precinct 4, Place 1, case no. 214100054774. He requested relief in the amount of \$20,000.
38. Bowens failed to work this claim in a competent and professional manner. He continually charged grossly overestimated fees, and he filed an erroneous petition against R.C. in an attempt to be paid an amount far greater than the 10 percent fee he is permitted to charge. Additionally, he is using Pulse Roofing to solicit clients for him in violation of the Texas Insurance Code.

Space City Houston, Inc. (SCHST)

39. SCHST was a victim of Hurricane Harvey. The flooding resulted in significant damage to approximately 75 pieces of sophisticated equipment, including big rig trucks with advanced electrical systems and specialized tanks and trailers.

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40. SCHST was insured by Lloyd's of London (Lloyd's). SCHST attempted to work with the adjuster assigned by Lloyd's, Affirmative Risk Management. Affirmative Risk Management was acquired by another entity and is now International Programs Group (IPG). SCHST experienced many difficulties in its attempts to provide IPG with all requested information to complete the claim, and several months passed.
41. On April 5, 2018, Lloyd's agreed to pay SCHST \$382,281.51 on their claim. SCHST believed this estimate undervalued the losses sustained.
42. On April 23, 2018, SCHST signed Bowens' contract with an addendum that stipulated Bowens would be paid \$10,000 from the amount already issued by Lloyd's, and 10 percent of any additional amount received.
43. Bowens misrepresented his knowledge and expertise of claims of this magnitude and complexity in order to induce SCHST to contract with him.
44. After Bowens was retained by SCHST, he contacted IPG and informed them that he was to be listed as a payee on all checks issued moving forward, and that the checks should be mailed directly to him. Bowens did not inform SCHST of this.
45. On October 10, 2018, Bowens received a letter from IPG which included a check for \$9,072.39, and a denial of payment for the \$74,173.98 in invoices submitted by SCHST for repairs to the damaged equipment. Bowens then emailed the IPG representative asking if he should expect an additional check for the denied amount.
46. Bowens never turned over the \$9,072.39 check to SCHST, but it was cashed.
47. On November 6, 2018, seven months after contracting with SCHST, Bowens finally visited SCHST. He took photos and ran a few computerized diagnostics on some of the equipment. None of this was necessary or useful as SCHST had already provided numerous photos of the damaged equipment and also had repair companies run computerized tests.
48. On the November visit to SCHST, Bowens brought a "consultant" with him. This individual was associated with Luna's Auto Shop (Luna). A pre-owned car dealership in Houston, Texas. This individual was hired to examine the damaged

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equipment. While it is not unusual for a public insurance adjuster to involve other experts when adjusting a claim, it is a statutory requirement that adjusters have the necessary knowledge and expertise to handle the claims for which they are hired, or they must obtain competent technical assistance. An autobody mechanic does not have the appropriate knowledge and expertise to examine highly specialized equipment. This is further indication that Bowens lacked the required expertise for this claim, in violation of Texas law.

49. After the November 2018 visit to SCHST, Bowens and the Luna representative prepared repair estimates and invoices which were submitted to Lloyd's. SCHST was unaware this paperwork existed until April 17, 2019, during an Examination Under Oath (EUO). The documents were concerning to all parties, and when it was understood SCHST had no part in the preparation, Lloyd's agreed to halt the EUO and attempt to resolve the matter.
50. After the discovery of the documentation, SCHST contacted Bowens and demanded his files and emails related to their claim. Bowens did not comply with the request. SCHST terminated its contract with Bowens at that time.
51. SCHST and its counsel continued to work with Lloyd's to resolve this claim. Appraisal was invoked and the umpire issued an award on October 16, 2020.
52. On December 18, 2020, a check was issued by Lloyd's to SCHST in the amount of \$295,145.10 for a portion of the claim. Bowens was listed as a payee on this check. SCHST wanted to deposit the check in a trust account. However, Bowens continues to insist he is owed additional money for his work on the claim and refuses to endorse the check. In response to one of the department's inquiries, Bowens answered in the affirmative that he is holding this check "in a fiduciary capacity."
53. On February 8, 2021, Bowens filed suit against SCHST in the 61st Judicial District Court of Harris County, Texas, case no. 202107355. He requested monetary relief of \$150,000, but not more than \$200,000. The requested amounts are grossly inflated and are in direct contradiction with Texas statute which provides public insurance adjusters are eligible for no more than 10 percent of the settlement on the claim.
54. Bowens failed to work the SCHST claim in a competent and professional manner. He misrepresented his knowledge and expertise in order to manipulate SCHST into

signing a contract with him. He continues to allege he is owed grossly overestimated fees for his work, and he filed a petition against SCHST which further illustrates his lack of understanding in claims of this nature.

### Forged Signatures

55. Bowens maintains several accounts with JPMorgan Chase Bank. The department subpoenaed records for each account as part of its investigation. There are at least 37 instances where Bowens signed the insured's name to deposit the check in its entirety into his account.

### Fraudulent Applications and Use of Unapproved Contract

56. Public insurance adjusters are required to submit any proposed contract to the department for approval. The contract must be submitted with an original application and applications for renewal. Once approved, that contract is valid for two years. When signing up a new client, the contract must be signed in duplicate by both the adjuster and the client and include the date and time it was signed. Additionally, should the two parties agree to change the terms of the contract, or add an addendum, a copy of the altered contract must be submitted to and approved by the department.
57. Bowens circumvented the department's review process by fraudulently submitting renewal applications stating he would use the TDI Form FIN535 contract with his clients. However, Bowens has never signed up a client with the FIN535 contract. He consistently uses his own contract, which does not meet the requirements of the Texas Administrative Code and has not been approved by the department.
58. Bowens has fraudulently maintained his license by misrepresenting his intentions to use a department approved contract.
59. Bowens' contract illegally provides for the charging of sales tax and requires the client to pay costs incurred from appraisals and estimates in addition to the 10 percent fee owed to Bowens.
60. Public insurance adjuster services performed after October 1, 2015, are not taxable according to 34 TEX. ADMIN. CODE § 3.355(c)(4). The department's investigation revealed Bowens continues to bill his clients a sales tax of 8.25 percent.

61. Public insurance adjusters are only permitted to charge clients up to 10 percent of the amount of the insurance settlement on the claim. Bowens' practice of charging clients fees in addition to his fee, such as Xactimate fee or an Appraisal fee, is not permitted by the Texas Insurance Code.
62. The department audited Bowens' client records during the course of its investigation. There are numerous contracts which lack required signatures, time of signatures, and date of signatures. Additionally, there are many examples of Bowens' name being written and signed on the contract which do not match his confirmed handwriting or signature.
63. The audit also revealed that Bowens does not maintain his records in accordance with statutory requirements. Public insurance adjusters are required to maintain specific records of each transaction per TEX. INS. CODE § 4102.110. Not one of his files contains all the required documentation.

Failure to Maintain a Place of Business

64. During the department's investigation, Bowens' lease for his listed business address of [REDACTED], Houston, Texas, was requested. Bowens responded that he, "does not have a lease at the moment since I am working on my own." Public insurance adjusters are required to maintain a physical place of business which is accessible to the general public.

**Legal Allegations**

1. Bowens has committed acts for which a license holder may be disciplined, and for which a license may be denied pursuant to TEX. INS. CODE § 4005.101, as contemplated in TEX. INS. CODE §§ 4005.102 and 4101.201.
2. Bowens willfully violated an insurance law of this state, pursuant to TEX. INS. CODE § 4005.101(b)(1).
3. Bowens obtained licenses from the department by fraud or misrepresentation, in violation of TEX. INS. CODE § 4005.101(b)(3).

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4. Bowens misappropriated, converted to his own use, or illegally withheld money belonging to an insured, insurer, or beneficiary, in violation of TEX. INS. CODE § 4005.101(b)(4).
5. Bowens engaged in fraudulent or dishonest acts or practices, in violation of TEX. INS. CODE § 4005.101(b)(5).
6. Bowens engaged in acts constituting the business of insurance without a license as defined in TEX. INS. CODE §§ 101.051 and 4102.055, in violation of TEX. INS. CODE §§ 101.102, 4001.101, and 4102.051, and 28 TEX. ADMIN. CODE § 19.902.
7. Bowens failed to register an assumed name by filing with the department a completed LDTL form together with the required fee, in violation of 28 TEX. ADMIN. CODE § 19.902(c).
8. Department guidelines, 28 TEX. ADMIN. CODE § 1.502(c)-(d), emphasize the department:
  - a. considers it very important that applicants be honest, trustworthy, and reliable, and
  - b. may refuse to issue an original license if the department determines the applicant has engaged in fraudulent or dishonest activity that directly relates to the duties and responsibilities of the licensed occupation.
9. Bowens engaged in acts and practices including, but not limited to, charging clients a state sales tax of 8.25 percent for services performed on behalf of an insured by a public insurance adjuster after October 1, 2015, which is prohibited by 34 TEX. ADMIN. CODE § 3.355(c)(4) and in violation of TEX. INS. CODE § 4005.101(b)(5) and 28 TEX. ADMIN. CODE § 19.713(b)(4).
10. Bowens entered into written contracts not approved by the commissioner, failed to execute contracts in duplicate, and failed to submit to TDI's Agent and Adjuster Licensing Office contracts containing modifications or amendments of terms or conditions, in violation of TEX. INS. CODE § 4102.103(a) 28 TEX. ADMIN. CODE §§ 19.708 and 19.713(b)(10).
11. Bowens received commissions for services exceeding 10 percent of the amount of the insurance settlement on the claim, in violation of TEX. INS. CODE § 4102.104 and 28 TEX. ADMIN. CODE § 19.713(b)(4).

12. Bowens engaged in activities that may reasonably be construed as presenting a conflict of interest, or accepting a referral payment, in violation of TEX. INS. CODE §§ 4102.158(a)(2) and 4102.164, and 28 TEX. ADMIN. CODE 19.713(b)(8).
13. Bowens does not maintain a place of business accessible to the general public in violation of TEX. INS. CODE § 4102.106.
14. Bowens forged the signatures of his clients on numerous checks in violation of TEX. INS. CODE § 4102.104(e).
15. Bowens violated the public insurance adjuster code of ethics by failing to conduct business fairly with his clients, making misrepresentations, charging non-compliant commissions, lacking appropriate knowledge and expertise for work undertaken, failing to secure competent technical assistance, failing to avoid conflicts of interest, and failing to use contracts approved by the commissioner, in violation of 28 TEX. ADMIN. CODE § 19.713, as contemplated by TEX. INS. CODE § 4102.005.

### **Relief Sought**

If one or more of the above allegations is found to be true, the department asks the Administrative Law Judge to enter a Proposal for Decision recommending that the Commissioner of Insurance issue an order:

1. revoking Solomon Eric Bowens' licenses;
2. denying BA Public Adjusters, LLC's license application;
3. ordering Solomon Eric Bowens to cease and desist from engaging in the business of insurance under the name BAPA, LLC, Bowens & Associates PIA Firm, or any other unauthorized entity;
4. directing Solomon Eric Bowens to pay an administrative penalty under TEX. INS. CODE §§ 84.021-84.022;
5. directing Solomon Eric Bowens to make restitution to victims under TEX. INS. CODE § 82.053; and
6. imposing any other just and appropriate relief to which the department may be entitled to by law, including any combination of the above actions.

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Respectfully Submitted,



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ATTORNEY FOR THE PETITIONER  
TEXAS DEPARTMENT OF INSURANCE



2022-7526



EXHIBIT

C

Shipment Confirmation Acceptance Notice

A. Mailer Action

Note to Mailer: The labels and volume associated to this form online, must match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 08/17/2022
Shipped From:
Name: MC 110-1A M RUIZ
Address: 333 GUADALIPE ST
City: AUSTIN
State: TX ZIP+4® 78701

Table with 2 columns: Type of Mail, Volume. Rows include Priority Mail Express, Priority Mail (0), First-Class Package Service, Returns, International, Other (2), and Total (2).

\*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

B. USPS Action

- Note to RSS Clerk:
1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail. Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE



9275 0901 1935 6200 0038 7027 60

S. DANIELS/25238, 26353, 30304, & 30306

