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**BEFORE THE INSURANCE COMMISSIONER  
OF THE STATE OF UTAH**

<p>UTAH INSURANCE DEPARTMENT,  Complainant,  v.  GET ME OUT INC. [REDACTED] License #345214  Respondent.</p>	<p><b>STIPULATION AND ORDER</b></p> <p>Docket No. 2017-088 BB Enf. Case No. 3938</p> <p>Lisa Watts Baskin, J.D. Administrative Law Judge</p>
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**STIPULATION**

The Utah Insurance Department ("Department"), by and through its legal counsel, Gary D. Josephson, and Get Me Out Inc., ("Respondent"), by and through its co-owner, Shayna Hoyt hereby stipulate and agree as follows:

1. Respondent is a Resident Limited Line Producer Organization with the qualification of Bail. Respondent's Utah address is [REDACTED]  
[REDACTED] Respondent's License Number is 345214.
2. The Department has jurisdiction over the parties and subject matter of this administrative action.
3. Respondent acknowledges notice of agency action pursuant to Utah Code Section 63G-4-201; acknowledges that this Stipulation and Order is an informal proceeding pursuant to

Utah Code Section 63G-4-202; and irrevocably waives the right to any hearing, review or appeal concerning this matter.

4. Respondent acknowledges its right to be represented by legal counsel in this matter; and has either sought the advice of legal counsel or has waived its right to do so.

5. This signed Stipulation, along with any Findings of Fact and Conclusions of Law, shall not be subject to any reconsideration, renegotiation, modification, hearing, agency review or appeal.

6. The Findings of Fact and Conclusions of Law presented below are accepted by the parties.

7. The issuance of the signed and adopted Order proposed below is solely for the purpose of disposing of the specific matter entitled herein.

8. The only promises, agreements and understandings that the parties have regarding this matter are contained in this Stipulation.

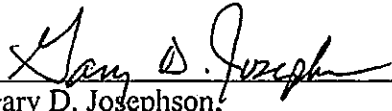
9. Respondent enters into this Stipulation voluntarily, knowingly, and free from any coercion of any kind.

10. The persons signing this Stipulation on behalf of the named parties hereby affirm that they are authorized to sign and bind the parties.

Dated this 15. day of Oct. 2017.

Shayna Hoyt, Co-Owner  
GET ME OUT, INC

Dated this 16<sup>th</sup> day of October, 2017.

  
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Gary D. Josephson,  
Assistant Attorney General  
UTAH DEPARTMENT OF INSURANCE

Based upon the foregoing Stipulation and Department file, the Presiding Officer makes the following Findings of Fact:

**FINDINGS OF FACT**

1. The Department conducted an audit of Respondent on June 2 2017. As part of the audit, the trust account ledger and bank accounts were examined. The examination resulting in a determination of two instances where cash collateral was transferred from the trust account to the operating account in error. When Respondent realized their error, the cash collateral was transferred back to the trust account.

2. On October 1, 2016, Respondent transferred \$1,000 from the trust account to the operational account. Th money was being held for a contracted client; the contract was executed on August 29, 2011. At that time, the cash collateral was placed into the trust account.

3. The client subsequently missed a court date, and the court issued a warrant. Respondent began trying to locate the client, but did not keep receipts or records regarding expenses associated with the process of "bounty hunting."

4. On September 23, 2011, the court exonerated the bond. To the date of the audit, Respondent still had not located the client.

5. October 5, 2016, Respondent transferred the cash collateral to their operational account, but during the audit Respondent was unable to provide a record of expenses incurred in trying to locate the client. On August 31, 2017, Respondent transferred the collateral back into the trust account.

6. A second client of Respondent had his bail exonerated on January 22, 2016.

7. On April 14, 2016, Respondent transferred the cash collateral if the second client from is trust account to its operational account. Respondent's intent was to write a check to the client for the return of the cash collateral. Respondent soon realized it had no valid mailing address for the second client and immediately transferred the monies back into the trust account.

8. Respondent self-reported this error the same day.

9. The Department and Respondent have agreed to an administrative forfeiture in the amount of \$5,000.00 to be paid to the Department over a period of three months. In addition, Respondent shall be on probation for a period of three months.

Based upon the foregoing Stipulation and Findings of Fact, the Presiding Officer enters the following Conclusions of Law:

#### **CONCLUSIONS OF LAW**

1. Utah Code Sections 31A-35-603 and 608 address procedures a bail bonding agency must take and the records of expenses incurred in searching for a client after a breach of the contract. Respondent's failure to maintain expense records in its attempt to locate a client is a violation of the above.

2. Utah Code Section 31A-23a-409 addresses the trust obligation for money

collected and requires that money deposited into the trust account shall remain there until sent to the appropriate payee. Respondent accounts were set up such that trust monies were transferred into the operational account and then returned to the client via a check written on the operational account. This is a violation of the above provision.

3. Imposition of a forfeiture in the amount of \$5000.00 and probation for a period of three months is appropriate in this matter.

Based upon the foregoing Stipulation, Findings of Fact and Conclusions of Law, the Presiding Officer herewith enters the following Order:

**ORDER**

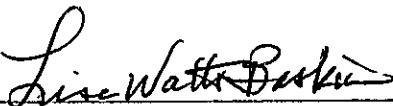
**IT IS HEREBY ORDERED:**

1. Respondent Get Me Out, Inc. is hereby assessed an administrative forfeiture in the amount of \$5000.00 to be paid to the Department over a period of three months. The first payment of \$1,667.00 shall be paid on or before thirty days from the date this Order is fully signed; the second payment of \$1,667.00 shall be made on or before sixty days from the date this Order is signed, and the third payment of \$1,666.00 shall be made on or before ninety days from the date this Order is signed.

2. The terms of probation are that Respondent shall have no further violations of any Department statute or rule, and that the payments given above shall be timely made.

DATED this 18<sup>th</sup> day of October, 2017.

TODD E. KISER  
Insurance Commissioner

  
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Lisa Watts Baskin, J.D.  
Administrative Law Judge  
Utah Insurance Department

**NOTIFICATION TO RESPONDENT**

You are hereby notified that a failure to obey an Order of the Commissioner may subject you to further penalties, including forfeitures of up to \$5,000 per violation and the suspension or revocation of your license and the filing of an action in district court, which may impose forfeitures of up to \$10,000 per day for continued violation.

You are further notified that other jurisdictions in which you may be licensed may require that you report this action to them.