

GARY D. JOSEPHSON #5299
Assistant Attorney General
SEAN D. REYES #7969
Attorney General
PO Box 140874
Salt Lake City, UT 84114
Telephone: 801-366-0375
Attorneys for Utah Insurance Department
Email: gjosephson@agutah.gov

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

<p>UTAH INSURANCE DEPARTMENT, Complainant, v. BEEHIVE BAIL BONDS [REDACTED] License #97864 Respondent.</p>	<p>STIPULATION AND ORDER</p> <p>Docket No. 2017-093 BB Enf. Case No. 3943</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, Assistant Attorney General, and Beehive Bail Bonds, ("Respondent"), by and through its legal counsel, Thomas Burns, 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 97864.
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 is represented by legal counsel in this matter.

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 1st day of December, 2017.



Thomas Burns, Attorney-at-Law
BEEHIVE BAIL BONDS

Dated this 5th day of December, 2017.



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

Based upon the foregoing Stipulation and Department file, the Administrative Law Judge makes the following Findings of Fact:

FINDINGS OF FACT

1. On February 14, 2017, the Department conducted an audit of Respondent's bail bond business.
2. The Department audit found that Respondent sold, at least, six "cash only" bail contracts.
3. The Department audit also found that Respondent required various defendants and co-signers to sign forms filed in SERFF under its bail authority to secure these "cash only" bail contracts.
4. The Department audit also found that Respondent used its Resident Limited Line Producer Organization license, with the qualification of bail, to sell cash bail contracts, post cash bail, or loan money to defendants for cash bail. Respondent allowed its customers to believe that their bail license authorized these actions.
5. The Department and Respondent have agreed to an assessment of an administrative forfeiture in the amount of \$8,000.00 to be paid over a three-month period.

Based upon the foregoing Stipulation and Findings of Fact, the Administrative Law Judge enters the following Conclusions of Law:

CONCLUSIONS OF LAW

1. Utah Code §§ 31A-35-402 and 77-20-4(1) authorizes a bail bond agency to only sell bail bonds. Respondent violated these referenced statutes when it engaged in the business of selling “cash only” bail contracts.

2. Utah Code § 31A-35-607(1) (a) and (c) address the filing of forms with the Commissioner. Respondent violate these provisions when it required defendants and co-signers to sign forms filed in SERF under Respondent’s bail authority to secure “cash only” bail contracts.

3. Utah Code § 31A-23a-402 prohibits unfair marketing practices of any communication that contains false or misleading information. Respondent violated this insurance statute when Respondent led customers to believe that Respondent’s bail license allowed the sale of “cash only” bail contracts.

4. Imposition of a forfeiture penalty of \$8000.00 is appropriate in this administrative enforcement matter.

Based upon the foregoing Stipulation, Findings of Fact and Conclusions of Law, the Administrative Law Judge enters the following Order:

ORDER

IT IS HEREBY ORDERED:

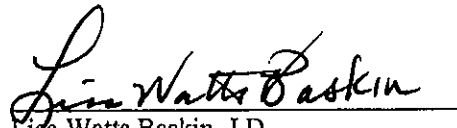
1. Respondent, Beehive Bail Bonds, is hereby assessed an administrative forfeiture penalty in the total amount of \$8,000.00, which shall be paid to the Department in three monthly

payments as follows: the first payment of \$2,666.00 shall be paid before December 15, 2017; the second payment of \$2,666.00 shall be paid before January 15, 2018; and the third and final payment of \$2,668.00 (remaining amount) shall be paid to the Department before February 15, 2018.

2. In compliance with Utah's insurance laws, Respondent shall not sell and enter into any "cash only" bail contracts in the future.

DATED this 6th day of December, 2017

TODD E. KISER
Insurance Commissioner



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.